

Annie Tippett
1400 Hall Street, Eaton Rapids, MI 48827
anntippett@sbcgloblal.net
517-202-2919

Thursday, May 14, 2026

Ishpeming City Council, 100 E. Division Street Ishpeming, MI 49849

Dear Members of the Ishpeming City Council ~

I am writing to respectfully request that the City of Ishpeming formally declare **November 3, 2026**, as **Barnes-Hecker Day** in honor of the 100th anniversary of the Barnes-Hecker Mine disaster. As you know, the tragedy of November 3, 1926, remains the worst mining disaster in Michigan history, claiming the lives of fifty-one men—forty-one of whom are still entombed in the collapsed mine in Ely Township. The impact of this event continues to shape the families, history, and identity of our community.

The Barnes-Hecker 100th Anniversary Committee, along with descendants, local historians, and community partners, has been working to ensure that this centennial year is marked with dignity, education, and remembrance. A city-recognized Barnes-Hecker Day would provide meaningful acknowledgment of the miners who were lost, the families who endured unimaginable hardship, and the generations who have carried their memory forward.

A proclamation for Barnes-Hecker Day would also support ongoing public education efforts, reinforce the importance of Ishpeming's mining heritage, and demonstrate the city's commitment to honoring those who built and sacrificed for this community. The centennial offers a once-in-a-generation opportunity to unite residents in reflection and remembrance.

I respectfully ask that the Council consider issuing an official proclamation designating November 3, 2026, as Barnes-Hecker Day in the City of Ishpeming. I would be happy to provide any additional information the Council may find helpful.

Thank you for your consideration and for your continued service to the community.

Sincerely,

Annie Tippett
Barnes-Hecker 100th Anniversary Committee



ROOTED IN COMMUNITY.
FUELED BY ADVENTURE.

**City of Ishpeming
Office of the Mayor
PROCLAMATION**

WHEREAS, the City of Ishpeming recognizes the importance of preserving and honoring the history and heritage of the mining industry and the men and women whose labor helped build our community; and

WHEREAS, on November 3, 1926, the Barnes-Hecker Mine disaster occurred in Ely Township near Ishpeming, becoming the deadliest mining disaster in Michigan history and claiming the lives of fifty-one miners, forty-one of whom remain entombed within the mine; and

WHEREAS, the tragedy profoundly impacted the families, friends, and residents of the Ishpeming area, leaving a lasting mark on the identity and history of our community; and

WHEREAS, the year 2026 marks the 100th anniversary of the Barnes-Hecker Mine disaster, providing a solemn opportunity to remember the miners who lost their lives, honor the resilience of their families, and reflect upon the sacrifices made by generations of miners throughout the region; and

WHEREAS, the Barnes-Hecker 100th Anniversary Committee, descendants of the miners, historians, and community organizations are working to ensure that this centennial is commemorated with dignity, education, and remembrance; and

WHEREAS, the City of Ishpeming wishes to reaffirm its commitment to preserving local history and honoring those whose hard work and sacrifice shaped the community we know today;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Ishpeming do hereby proclaim November 3, 2026, as

“BARNES-HECKER DAY”

in the City of Ishpeming and encourage all residents to participate in activities and observances that honor the memory of those lost in the Barnes-Hecker Mine disaster and recognize the enduring legacy of Ishpeming’s mining heritage.

ADOPTED this 17th day of June 2026.

Mayor, City of Ishpeming

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name Ishpeming Community Events Phone 312 965 6148

Organization Address _____

Organization's Agent Krystan Beaumont Phone 312 965 6148

Agent's Title Committee Member

Agent's Address 519 N. 1st St. #2

Event Name Chalk Art Day - As a part of Old Ish Days

Event purpose To bring families to downtown in order to build more community engagement and drive people into Ishpeming businesses

Event Dates 6/30/26

Event Times 9-3 pm

Event Location The Mother 107 E Canda St
Bats Area 200 E Division St.
Goldie's 212 Cleveland
Doozers 308 Cleveland

1. Type of Event: Partridge Creek Farms School

- City Operated Event
- Co-Sponsored Event
- Other Non-Profit Event
- Other For-Profit Event
- Political or Ballot Issue Event

Green house
Native Nails
113 Cleveland
Congress Pizzas
106 Main Street

2. Annual Event: Is this event expected to occur next year? YES NO

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule unknown

Next year's Specific Dates: unknown

3. An Event Map [Is] [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? Yes No Other vendors? Yes No

5. Event signs: Will this event include the use of signs? Yes No

possibly directing people where to go

6. Other Requests: per a conversation between Cathy Smith and chief of police one parking spot will be closed in front of business.

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

would like

DPW TO

PROVIDE

SIGNS &

CONES

FOR BLOCKING

OF THE

PARKING

AREAS

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

6/8/26
Date

[Handwritten Signature]
Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name Ishpeming Community Events Phone 312 965 6148

Organization Address _____

Organization's Agent Kystan Beaumont Phone 312 965 6148

Agent's Title Committee Member

Agent's Address 519 N. 1st Street #2

Event Name Skate park Event Grand opening -

Event purpose As a part of Old Ish Days bring attention to the new skatepark that opened and also education on safety and best practices. Bring community together and drive people into downtown business

Event Dates 7/2/26

Event Times 10 - 5 pm

Event Location Ishpeming Skate park

1. Type of Event:

- City Operated Event
- Co-Sponsored Event
- Other Non-Profit Event
- Other For-Profit Event
- Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? [YES] [NO]

Although this will be annual, cosponsor requests

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

is just this year.

Normal Event Schedule unknown

Next year's Specific Dates: unknown

3. An Event Map [Is] [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] [No] Other vendors? [Yes] [No]

5. Event signs: Will this event include the use of signs? [Yes] [No] *for sponsorship*

6. Other Requests: we request garbage services to be included and the presence of police officers throughout the event.

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

6/8/2015
Date

[Handwritten Signature]
Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's

Name Ishpeming Independence Day Phone —

Organization Address P.O. Box 173 Ishpeming, MI 49849

Organization's Agent Krystan Braumant Phone 312 9656148

Agent's Title —

Agent's Address 519 N. 1st Street #2 Ishpeming MI 49849

Event Name Ishpeming Firecracker 5K Fun Run or 1K walk

Event purpose Kick off the 4th of July events by promoting healthy exercise

Event Dates July 4, 2026

Event Times Registration 7-8am, Event @ 9:15am vacate

Event Location Ishpeming High School Division onto Iron Ore Heritage Trail

1. Type of Event:

- City Operated Event
- Co-Sponsored Event
- Other Non-Profit Event
- Other For-Profit Event
- Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? [YES] [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off. *see back*

4. Vendors: Food Concessions? [Yes] [No] Other vendors? [Yes] [No]

5. Event signs: Will this event include the use of signs? [Yes] [No]

6. Other Requests: _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

5/22/20
Date


Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office
City Hall
100 E. Division Street
Ishpeming, Michigan 49849

Starts at Ishpeming High School Parking
Lot

This will then go down Division Street

On the sidewalk down the

heritage ^{trail} _{to} rust _{strip} Please provide

cones next to the sidewalk.

Thank you!



PO Box 326
350 Iron Street
Negaunee, MI 49866
906-235-2923
ironoreheritage.com
ironoreheritage@gmail.com

TRAIL USE PERMIT/RELEASE OF LIABILITY WAIVER

ORGANIZATION NAME: Ishpeming Independence Day Celebration
CONTACT NAME: Jessica Corkin
ADDRESS: PO Box 173 Ishpeming, MI 49849
EMAIL: jesscorkin@gmail.com PHONE: 906-440-8677

EVENT INFORMATION

EVENT DATE: July 4, 2026 EVENT DAY: Saturday
EVENT TITLE: Ishpeming Firecracker 5k Fun Run and 1k Walk
SET UP TIME: 6:30AM REGISTRATION TIME: 7:00AM-8:00AM EXPECTED ATTENDANCE 50-100
START TIME: 8:15AM VACATE TIME: 10:30AM

LOCATION ON HERITAGE TRAIL OF EVENT: PICK CHECK ALL THAT APPLY.

(IF EVENT UTILIZES SOME OF THE PORTION BUT NOT ALL, PLEASE STILL CHECK)

CHOCOLAY KAWBAWGAM ROAD TO WELCOME CENTER

JACKSON MINERS PARK TO THIRD STREET (ISHPEMING)

WELCOME CENTER TO LOWER HARBOR ORE DOCK

THIRD STREET TO CLIFFS SHAFT MINE MUSEUM

LOWER HARBOR ORE DOCK TO HOLIDAY INN

CLIFFS SHAFT MINE MUSEUM TO WASHINGTON STREET (ISHPEMING)

HOLIDAY INN TO 492/35, NEG TWP

WASHINGTON STREET (ISHPEMING) TO U.S. 41 CROSSING IN HUMBOLDT (NEAR HUMBOLDT MINE)

492/35 TO NEGAUNEE JACKSON MINERS PARK (DOWNTOWN)

HUMBOLDT MINE (US 41 CROSSING) TO REPUBLIC

In order for the Iron Ore Heritage Recreation Authority to manage events on the trail, Event Permits should be submitted at least 60 days prior to the event.

Contact Iron Ore Heritage Trail at 906-235-2923 or email ironoreheritage@gmail.com two weeks prior to confirm logistics, trail control, and if bollard keys are needed for removal of bollards prior to the event.

IOHRA also notes that the Iron Ore Heritage Trail does include street and railroad crossings and that event organizers must post personnel at these crossings for the safety of event participants. A safety plan will also be required.

IOHRA also notes that the Iron Ore Heritage Recreation Authority does not own all of the Heritage Trail. Organizers should also contact other municipalities as needed. City of Marquette, City of Negaunee and City of Ishpeming and the State of Michigan are also owners of the trail and should be contacted 60-90 days prior to the event if the event includes these municipalities.

- State has ownership on the Chocoley portion Kawbawgam Road to Welcome Center, West Marquette Grade (approximately from the Soo Line overpass in Marquette near Holiday Inn to the Co Rd 492/M35 intersection in Negaunee Township, the DSSA grade from Ishpeming's Section 16 Pit near Washington Street to Humboldt Mine overlook, and LS&I grade from Humboldt to Republic.)
- City of Marquette has ownership from south boundary near Welcome Center to LS&I overpass. IOHRA has ownership from 493/35 west into Negaunee.
- Negaunee has ownership from Healy Avenue to Ishpeming/Negaunee border.
- Ishpeming has ownership from Ishpeming/Negaunee border through downtown to Greenwood Street crossing.

The event organizer, Ishpeming Independence Day Celebration, is responsible for any site damage, interior and exterior clean up. Iron Ore Heritage Trail does not offer exclusive use during event but will help organizers with public notification of event.

The Iron Ore Heritage Trail does not expect payment from use of trail for the event, but does require the organizer to use our logo on event registrations, -t-shirts, posters, print ads and any other marketing materials where sponsor logos appear. Contact Iron Ore Heritage Trail for digital logo.

RELEASE OF LIABILITY WAIVER

The Ishpeming Independence Day Celebration, hereby agrees to indemnify and hold harmless the Iron Ore Heritage Recreation Authority, its appointed officials, employees, volunteers, representatives, and agents from any liability for damages to any person or property in, or about the Iron Ore Heritage Trail, from any cause whatsoever. All persons or groups using Iron Ore Heritage Trail shall be responsible for the proper supervision, control, and accommodation of persons attending the activity.

The Ishpeming Independence Day Celebration agrees to be responsible for the preservation of order and assist Iron Ore Heritage Recreation Authority in orderly trail use.

In addition, a copy of your organization's general liability or special events policy in the amount of \$1,000,000 per occurrence naming the "Iron Ore Heritage Recreation Authority" as additionally insured for this event would have to be submitted at least three weeks prior to the scheduled event. It is understood and agreed by naming the Iron Ore Heritage Recreation Authority as additional insured, coverage afforded is considered to be a primary and any other insurance the Iron Ore Heritage Recreation Authority may have in effect shall be considered secondary and or excess.

Jessica Corbin

Authorized Organization Representative Signature

5/14/26

Date

B. Hedrick

Iron Ore Heritage Recreation Authority Representative

5-28-26

Date



St. Rocco - St. Anthony Society



June 9, 2026

To: Randy Scholz, City Manager

From: Jim Bertucci, President
St. Rocco – St. Anthony Society

The St. Rocco-St. Anthony Society of Ishpeming is requesting permission to install a sidewalk on both sides of the new pavilion at the Al Quaal Recreation Area.

We appreciate your consideration of this matter.

Sincerely,

Jim Bertucci



City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: Purchase STimaging ViewScan5 microfilm scanner with computer and software

Department: Library

Prepared By (Name & Title): Jesse Shirtz, Library Director

Date Submitted: 05/26/2026

2. Background & Purpose

Purpose / Background: The Library has a collection of about 600 rolls of 35mm microfilm containing images of local newspapers published between 1874 and 2013. The only way to view/access this collection is with a microfilm scanner/reader.

Our current scanner (ScanPro 2000) was donated to the Library by the Friends of the Library about twenty years ago and has had consistent issues for several years that render it unusable by staff and public. For this reason we would like to move to a different product. The microfilm collection is most often used by those researching their family's genealogy or local history as these newspapers have (mostly) not yet been digitized.

There are only two quotes because this is a specialized product and these are the two primary library vendors.

3. Fiscal Impact

Total Cost / Revenue Impact: \$8,779.00

Funding Source(s): Carnegie Corporation gift to ICPL (\$10,000); 268-790-727.000

4. Alternatives

Alternatives Considered:

1. Purchase the e-ImageData ScanPro 3500 instead (updated version of what we have currently)
 2. Purchase something else with the gift
-

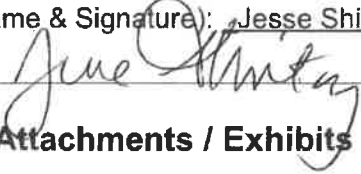
5. Recommended Action:

Approve the purchase of the STimaging microfilm scanner with computer and software for \$8,779.00 (Estimate # ESTDCI3077)

6. Department Head Approval

Department Head Approval

(Name & Signature): Jesse Shirtz Date: 05/26/2026



6. Attachments / Exhibits

- a. Quote from STimaging
- b. Quote from e-ImageData

a.



719 N Principle Place
Suite 130
Meridian, ID 83642
Tax ID # 36-2445-991

Bill To
JESSE SHIRTZ
ISHPEMING CARNEGIE PUBLIC LIBRARY
317 N MAIN ST
ISHPEMING MI 49849-1951
United States

Estimate

Date: 03/09/2026
Estimate #: ESTDCI3077
Expire: 06/30/2026
Exp. Class: 03/09/2026
Project:
Department: DCI
Shipping Comments: To Be Calculated at Invoicing
Shipping Method: AVATAX
Shipping Tax Code: 0
Shipping Tax Rate:
Handling Tax Code:
Handling Tax Rate:
Shipping Code (2):

Item #	Quantity	Unit	Description	Price	Amount	Tax	Total
2-1003-02 E	1	EA	ViewScan 5	8,549.00	8,549.00	0.0%	
2-0228-04 0-ST	1	EA	PerfectView Standard Software	0.00	0.00	0.0%	
2-1068-73 1	1	EA	Vik. HPC Computer Assembly Complete	1,560.00	1,560.00	0.0%	
2-0020-01 4-ST	1	EA	PerfectView Library Bundle: Standard, Communications Bundle, Research Assistant	1,599.00	1,599.00	0.0%	
ST Sales Discount			Discount for IshpeMING Carnegie Library	-1,599.00	-1,599.00	0.0%	
ST Misc Part			Monice ST	200.00	200.00	0.0%	

Subtotal 8,699.00
Shipping Cost (To Be Calculated at Invoicing) 80.00
Total \$8,779.00

Software

Below are a list of Features as well as Kits currently available.

Features



Area Enhance

Adjust brightness, contrast, or sharpness of a selected area after capture, pin pointing areas or full frames for additional enhancement.

Image Merge

Combine two or more scans within a session or import images onto the canvas from your PC for easy collecting and sharing of research material.

Annotations

Digitally markup scans, redact, watermark, stamp, or make notes.

Auto Advance

Make searching roll film easy. Continuously scroll through roll film with clear live images. No need to stop to refresh the frame.

Rapid Advance

Advance a specified number of pages or frames on roll film.

ReelView

Automatically scan and capture images on roll film. Includes Rapid Advance.

10MP to 20MP Upgrade

A 20MP camera upgrade for high definition captures and color.

OCR

Optical Character Recognition software required to create word searchable PDF. Uses the ABBYY OCR Engine - Available in over 190 different languages.

OCR Supported Languages

ST Imaging's OCR option provides OCR support for more than 190 languages, including virtually all of the language sets used in commerce, literature, and archival documents. These include language sets from Western Civilization, Europe, the Middle East, and Asian countries. For the complete supported list of languages, please use the link below.
<https://help.abbyy.com/en-us/finereader/12/supportedlanguages> (ABBYY FineReader ver. 12)

Options

Features	Standard	Library	Library Ultra	Library Ultra with PC	VS5 Complete	VS5 Complete with PC
Browse, Crop, Print	x	x	x	x	x	x
Save to: Disk, Network, USB	x	x	x	x	x	x
ReelView Lite	x	x	x	x	x	x
MicroCard (Opaque)	x	x	x	x	x	x
Dropbox, Gdrive, One Drive, Email		x	x	x	x	x
Area Enhance		x	x	x	x	x
Image Merge		x	x	x	x	x
Annotations		x	x	x	x	x
Rapid Advance		x	x	x	x	x
Auto Advance		x	x	x	x	x
20MP Camera			x	x	x	x
ReelView					x	x
OCR					x	x
PC				x		x

Notes

ReelView and OCR are available a la carte.

Color is only available with the 20MP camera.

PC is a physical PC that is preconfigured with the software and scanner for a plug-and-play solution.

SCAN SMARTER. RESEARCH DEEPER.

Discover the ViewScan 5
Redefining Microfilm Scanning









The next-generation microfilm scanner that's built for simplicity, performance, and precision.
Built into one sleek solution.


STImaging

Built for Libraries.
Designed for Everyone.

Simple Setup. Intelligent Design.

-  Intuitive PerfectView software for users of all levels
-  Real-time PerfectFocus image clarity
-  Sturdy, durable all-metal construction
-  Plug-and-play installation with just USB + power
-  Accessible design for all ages & environments
-  Trusted by libraries, archives, and academic institutions

ViewScan 5 redefines how you interact with microfilm. Whether you're a genealogist, researcher, or first-time user, our scanner adapts to your needs. Built with powerful simplicity, it's ready to work straight out of the box — just plug in two cables and go. No fuss. No friction.










ViewScan 5 makes every scan smarter

Advanced Inside. Effortless Outside. Engineered for the Modern Library

At the heart of ViewScan 5 is a 20MP color image sensor, ensuring high-resolution scans every time. We've repositioned the camera to the scanner's base for extra security and usability — now with a solid light-bar handle for easy transport.

Whether you're scrolling through reels or capturing important frames, PerfectFocus keeps your image crystal-clear without adjustments.

Key Features:

-  20MP Color Camera Sensor
-  New Base Camera Placement
-  Overhead LED Illumination
-  Always-in-Focus Scanning
-  Comfortable Ergonomic Handle
-  Physical and Virtual Film Buttons
-  No Annual Software Fees

“



I highly recommend the ST ViewScan to any institution or organization that routinely uses microfilm and or microfiche.

Lucia Flaim | Kansas Room Librarian

Let's Bring Microfilm Into the Future – Together.

ST Imaging is a leading provider of digital microfilm scanning systems. For over 20 years, we've helped libraries, archives, and institutions preserve and explore history through smarter technology.



PerfectView Software

Intuitive. Fast. Beautiful.

PerfectView software makes it easy to scan, enhance, and manage your images with just a few clicks. Designed for researchers and archivists who value simplicity and power in one clean interface.

ViewScan 5 supports all major microform formats — including **Microfilm, Microfiche, and Aperture Cards** — ensuring maximum flexibility for libraries and research institutions.

📍 719 N. Principle Pl. Suite 130, Meridian, ID 83642
🌐 www.stimaging.com
✉ sales@stimaging.com

☎ 208-514-4000
📘 Facebook: [@STImagingViewScan](https://www.facebook.com/STImagingViewScan)
🐦 Twitter/X: [@st_imaging](https://twitter.com/st_imaging)

QUOTE

Quote # 21143

e-ImageData

340 Grant St
Hartford, WI 53027
262-673-3476



Contact: Tom Rodzewich 310-482-1066 tomr@e-image.com

Date:	5/12/26
Expires:	6/11/26
Terms	Net 30 from ship date
3 % credit card fee	

QUOTE TO:

CONTACT:	
Jesse Shirtz	
jshirtz@ishpeminglibrary.info	

Ishpeming Carnegie Public Library
317 N Main St, Ishpeming, MI 49849

Item & Description	Qty	Rate	Amount
<p>9873501 ScanPro 3500 Standard 550, 26 megapixel camera (6.6 MP image sensor x 4) integrated pixel-shifting technology, Super Speed USB 3.0 interface, Word searchable PDF single page with ABBYY® fine reader OCR engine, 5x to 105X Optical Zoom Magnification, UCC 550 Combination fiche/aperture cards and motorized 16/35mm roll film carrier, 1-year factory warranty</p> <p>PowerScan Software is included, is non-expiring, we provide free updates, and includes these features: INCLUDES: -Scan and save file formats: PDF, TIFF, JPEG and more, single and multi-page, single and multi-page OCR -OCR using ABBYY FineReader Engine -scan directly to Google Drive -click to Print -adjust Brightness and Contrast -click to Auto Crop -click to Line Straighten or Manual Straighten -click to rotate image 90°, 180°, 270°, 360°. -click to Magnify -optical Zoom range 5x to 105x, max zoom area 471mm -camera orientation Portrait or Landscape (manual) -click to switch from Negative or Positive film type -click "Scan Mode" to switch from Grayscale or Black and White -customizable user interface from basic to advanced. -Software selectable Resolution: 150 DPI to 2000 dpi, 8-bit grayscale, 1-bit black and white -continual image focus even during optical zoom -upgradeable</p> <p>*ALSO INCLUDED with the 3500 model FREE software . *SPOT-Edit™ Live image editing, select any area *AUTO-Adjust™ 1 click (straighten/crop/brightness/contrast). *AUTOScan (not AUTOScan Pro) *Optical ZOOM range increases from 5x-32 to 5x-105x *Scan To Email Button *Prev/Next Button *Film Orientation (rotates image sensor) *Scan Size (select width and height) *Extra "Print To", "Scan To" Buttons</p>	1	\$10,695.00	\$10,695.00
<p><i>OPTIONAL, not required to operate the ScanPro and all the free software features</i></p> <p>ScanPro Advantage for 3500 -free three month subscription to evaluate the extra features. (\$265 per year) The 3500 already has most features unlocked , however this unlocks a few extra features: Info-Link, Word Search, Copy-to-Clipboard and upgrades regular AUTOScan to AUTOScan PRO</p>			
<p>REMOTE SETUP AND TRAINING Typically takes one hour for the software download and customization, and one hour for the staff training, this is all done remotely, with some assistance from your IT Department to provide us with temporary admin rights. (INCLUDED for upgrade customers)</p>			
Shipping (directly to customer location)	1	\$120.00	\$120.00
Sales Tax (applicable sales tax will be applied, or please provide tax-exempt form)	1	0.000%	\$0.00
Total			\$10,815.00



Please sign and date as authorization to proceed with order.

Email to: tomr@e-image.com

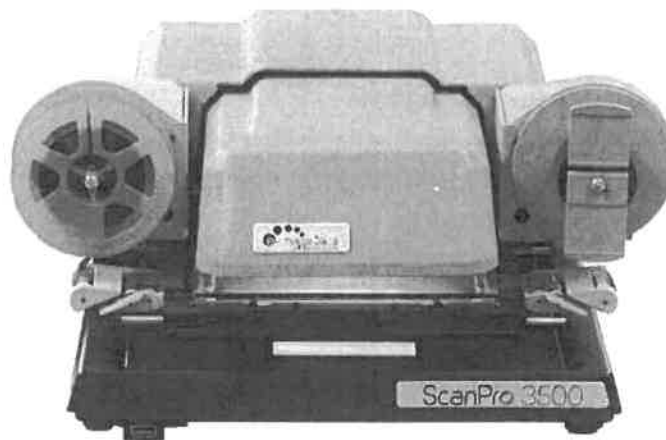
Signature

Signed By

Date



ScanPro 3500 Microfilm Scanner Specifications



- ✓ **26-megapixel camera:** with integrated pixel-shifting technology utilizing the largest pixels in the industry providing the clearest image in black & white or grayscale.
- ✓ **Optical zoom magnification:** 5x to 105x (no digital zoom)
- ✓ **Large image capture :** 35mm x 48mm (image sensor size)
- ✓ **Camera Orientation:** Portrait and landscape selectable providing best image clarity for both portrait and landscape images. Mechanically rotating the image sensor by a click of the mouse.
- ✓ **Image rotation:** Digitally by 90-degree intervals.
- ✓ **Illumination:** Soft, bright, film-optimized, monochromatic LEDs with lifetime warranty and optically clear carrier glass for best image clarity.
- ✓ **Precision-Guide rollers:** Low inertia 12 ball bearing design protects film, easy-to-thread, provides precision control of film position and movement.
- ✓ **Fiche Carrier:** Support for fiche, jackets, and micro-opaques.
- ✓ **FOCUS-Lock™:** Continual image focus even during optical zoom.
- ✓ **Magnifier:** Digital zoom 5x to 1575x, read small text and examine fine details. Scan and print what is seen in the magnifier window.
- ✓ **SPOT-Edit™:** Live image editing, select any area (or multiple areas), adjust brightness, contrast, redact or whiteout for any selection with a single-click of the mouse.
- ✓ **AUTO-Adjust™:** Automatically adjusts brightness, contrast, straightens, and crops with single click of the mouse.

- ✓ **Automatic Straighten:** Select fully automatic or semi-automatic.
- ✓ **Previous/Next:** Click the mouse to move quickly and accurately image by image (1 to 9 images)
- ✓ **Software selectable resolution:** 150 dpi to 2000 dpi, 8-bit grayscale, 1-bit black and white
- ✓ **Scan and save file formats:** PDF, TIFF, JPEG and more, single, and multi-page, single page OCR (OCR using ABBYY Fine Reader Engine)
- ✓ **Specify scan dimensions:** Explicitly specify the size of the printed or scanned document image to accommodate large format output.
- ✓ **Automatically scan 16mm or 35mm roll film:** Up to 15 IPM

ADD-ON Components available for the SP3500:

- Auto-Carrier for Automatically scanning fiche up to 100 IPM
- ScanPro Advantage Membership: Elevate automatic scanning to 100 IPM
 - Word-Search documents prior to scanning
 - ALL OCR components powered by ABBYY Fine Reader
 - ScanPro QA for running conversions with accuracy



Library Service for Local Townships

Who does ICPL currently serve?



City of Ishpeming

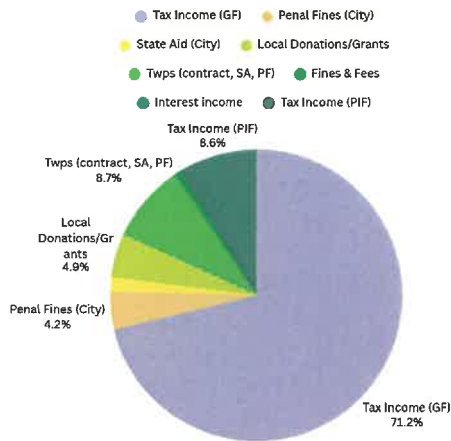
Champion Township
Ely Township
Humboldt Township*
Ishpeming Township
Tilden Township

*We serve 79.4% of Humboldt Township; the remaining area is part of the Republic-Michigamme School District and is served by the Republic-Michigamme School Public Library.

ICPL Revenues



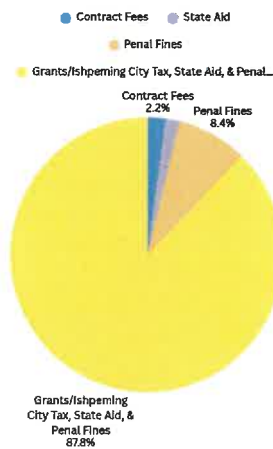
2024 Library Budget



ICPL Revenues: Township Focus



2024 Revenue for Serving Twps



Contract Fees paid for library service.

State Aid from the State of Michigan, a per capita formula grant administered by the Library of Michigan for all areas served by the library. The rate is set by the state.

Penal Fines are constitutionally protected. They are distributed by the County of Marquette on a per capita basis for all areas served by the library. The amount depends on a specific portion of fines collected for the breach of penal laws. If an area is unserved by a library then the funds sit in escrow until it is served by a library.

Local Funding



STATE AID TO PUBLIC LIBRARIES ACT Act 89 of 1977

AN ACT to provide for the establishment of cooperative libraries; to prescribe the powers and duties of the department of history, arts, and libraries; to provide state aid for public libraries participating in cooperative libraries; to prescribe the powers and duties of cooperative library boards; to provide an appropriation; and to repeal acts and parts of acts.

History: 1977, Act 89, Imd. Eff. Aug. 2, 1977 ;-- Am. 1982, Act 541, Eff. Mar. 30, 1983 ;-- Am. 2001, Act 65, Eff. Oct. 1, 200

397555 Eligibility for membership in cooperative library. Sec. 5. To be eligible for membership in a cooperative library, a local library shall do all of the following:

(a) Maintain a minimum local support of 3/10 of a mill on taxable value, as taxable value is calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a, in the fiscal year before October 1 of the year before distribution.

What is State Aid used for?



State Aid is used by ICPL to purchase services from the Superiorland Library Cooperative including a shared integrated library system, access to the Great Lakes Digital Library (Libby), internet, library website & app creation and maintenance, technology purchasing & assistance, among others. It is also used to fund our participation in RIDES, the state-wide inter-library loan service.

These services are imperative to the function of the library.



The Current Status

The City of Ishpeming contributes sufficient local funding to meet its own
3/10 mill requirement
and to subsidize all five townships' 3/10 mill requirements
so that the library qualifies to receive State Aid on behalf of
all six municipalities.

The Goal

Equity & Sustainability



To continue qualifying for State Aid and to ensure that there is a fair distribution of responsibility across library stakeholders, **all contracted municipalities must contribute at least the required 3/10 mill of local funding to receive library service.**

The Risk



Revenue Received from Townships for Library Service (2025)

Township	Annual Contract Fee	Annual State Aid	Annual Penal Fines	Annual Total \$ for Library Service
Champion	\$394	\$285	\$646	\$1,325
Ely	\$2,652	\$2,166	\$4,910	\$9,728
Humboldt	\$469	\$373	\$847	\$1,689
Ishpeming Twp	\$4,646	\$3,867	\$8,766	\$17,279
Tilden	\$1,324	\$1,191	\$2,700	\$5,215
	Contract Fees	State Aid	Penal Fines	
	\$9,485.00	\$7,882.00	\$17,869.00	
	GRAND TOTAL TWPS:	\$35,236.00		

The Gain



Revenue Received from Townships for Library Service (2025)

Township	Revenue Received from Townships for Library Service (2025)			Annual Total \$ for Library Service	Proposed	
	Annual Contract Fee	Annual State Aid	Annual Penal Fines		3/10 mill (State FY 2026)	
Champion	\$394	\$285	\$646	\$1,325		\$7,826
Ely	\$2,652	\$2,166	\$4,910	\$9,728		\$21,941
Humboldt	\$469	\$373	\$847	\$1,689		\$8,872
Ishpeming Twp	\$4,646	\$3,867	\$8,766	\$17,279		\$38,880
Tilden	\$1,324	\$1,191	\$2,700	\$5,215		\$22,461
	Contract Fees	State Aid	Penal Fines		3/10 mill Total	
	\$9,485.00	\$7,882.00	\$17,869.00		\$99,980	
	GRAND TOTAL TWPS:	\$35,236.00			3/10 Mill + State Aid + Penal Fines	\$125,731

The Plan



Implement a graduated increase over 5 years until the 3/10 mill requirement is reached. This allows us to provide planning time to the townships and to **continue receiving State Aid and penal fines on behalf of those townships.**

Payment, % of 3/10th mill rate	Due Date
20%	6/30/28
40%	6/30/29
60%	6/30/30
80%	6/30/31
100%	6/30/32

Simultaneously:

- Officially record the existing reciprocal agreement with Negaunee Public Library.
- Implement an annual fee of \$90 per household for non-resident library service.
- Continue cleaning up patron database to ensure accurate residency is reflected.

Recommended Action



Approve the following:

The City Administrator notifies the five township boards that currently contract for library service, Champion, Ely, Humboldt, Ishpeming, and Tilden, of their 3/10-mill local funding requirement for continued service by providing the proposed contract that outlines a graduated increase over five years until the requirement is met, at which point the rate will remain at 3/10 mill; if the contract is not signed, it is recommended that residents of those townships be charged \$90 per year for a library card.

The Library Board and library staff believe this approach will create a more equitable distribution of responsibility across the service area and provide more sustainable funding for the library into the future.

City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: Skate Park Hours of Operation

Department: Police Department

Prepared By (Name & Title): Chad Radabaugh, Chief of Police

Date Submitted (MM/DD/YYYY): 06/02/26

2. Background & Purpose

Purpose / Background: Our department has received several complaints from residents around the area of the skate park reference individuals using the park and causing lots of noise during late evening hours. Our department has responded to the skate park on several occasions after midnight to move along people using the skate park causing a disturbance.

3. Fiscal Impact

Total Cost / Revenue Impact: Cost of a sign to be placed at the park

Funding Source(s): N/A

4. Recommended Action & Alternatives

Alternatives Considered (Anticipate questions): To have no hours of operation

Recommended Action: Would be to have a sign posted at the park detailing park rules and I recommended the hours of using the park be between 7a -10pm. I looked at other communities that have skate parks and these hours appear to be used by the majority.

5. Approval & Routing

Department Head Approval

(Name & Signature): Chad M. Radabaugh Date: 6/2/2026

6. Attachments / Exhibits

City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: Brasswire Campground Solar Bid Award

Department: Brasswire

Prepared By: Grey Getschow

Date Submitted: 6/11/2026

2. Background & Purpose

Purpose / Background: The City of Ishpeming was awarded a MDARD grant to construct a solar array at the Brasswire Campground. An RFP was issued and only one bid was received. This bid needs to be formally awarded to continue moving forward with the project.

3. Fiscal Impact

Total Cost / Revenue Impact: \$124,916.00 + (could change with UPPCO drop costs vs estimate)

Funding Source(s): \$83k MDARD Grant, \$42k Match

The cost of the bid would need an additional \$12k from public improvement/general fund

4. Recommended Action & Alternatives

Alternatives Considered (Anticipate questions): Scrap the project in its entirety.

Recommended Action: Council should award the bid and invest in the additional match if they want to capture the \$83k of state funding.

5. Approval & Routing

Department Head Approval

(Name & Signature): Grey Getschow Date: 6/11/26

BID DOCUMENTS ATTACHED

Peninsula Solar



Brasswire Campground Solar Project

Submitted By:

Peninsula Solar, LLC

102 W. Washington St.
STE 232

Marquette MI 49855

Mobile: 906-235-0340

ben@peninsula-solar.com

www.peninsula-solar.com

MI Residential Contractor Lic. #: 2103203492

MI Electrical Contractor Lic. #: 6114685

Michigan Saves Home Energy Loan ID#: 101068

Peninsula Solar, LLC
102 W. Washington St.
STE 232
Marquette MI 49855

Mobile: 906-235-0340

ben@peninsula-solar.com

www.peninsula-solar.com

MI Residential Contractor Lic. #: 2103203492

MI Electrical Contractor Lic. #: 6114685

Michigan Saves Home Energy Loan ID#: 101068

Peninsula Solar

Contract

Job Name	Brasswire Campground Solar Project
Job Number	3397
Issue Date	May 26, 2026
Valid Until	June 25, 2026

Item	Amount
1 - Project Management, Permitting, Engineering / Design	
1.1 - Project Management	
1.2 - Overhead	
1.3 - Commercial Permitting Application Fee <i>Includes Zoning, Building, Electrical and Soil Erosion.</i>	
1.4 - Interconnection <i>UPPCO Interconnection Agreement.</i>	
1.5 - P.E. Stamped Calculations and Drawings - Commercial <i>Required for the building and electrical permits.</i>	
1.6 - UPPCO Allowance (No Markup on this Item) <i>\$25,000.00 UPPCO Allowance. No Markup on this item. Maximum allowance for UPPCO Equipment up to the Meter, but not including the Meter Pedestal. Meter Pedestal Installation by Peninsula Solar.</i>	
2 - Insurances	
2.1 - Performance Bond <i>Performance bond guaranteeing project completion by contractor.</i>	
2.2 - Payment Bond <i>Financial guarantee for subcontractors.</i>	
2.3 - Bid Bond <i>Guarantees that a winning bidder will accept a contract and fulfill its terms. Sent Via check</i>	
3 - Solar Racking	
3.1 - 34 Module Solar Racking - SDE Skyrack 2.0 <i>Sinclair Design and Engineering Racking, BABA Letter Attached to Proposal Package. 34 Module Racking, 2 High Portrait Orientation. Direct Driven C Channel foundations.</i>	

Item	Amount
<i>Ground mount rejections require change to ballast foundations with change order.</i>	
4 - Electrical - DC Balance of Systems	
4.1 - (QTY. 34, 18.02kWdc) Bila Solar 530W Bifacial Modules <i>BABA Letter Attached to Proposal. Bila Solar 530M 144 Half Cut Bifacial Monocrystalline PERC Manufacturer: Bila.</i>	
4.2 - PV Wire and Connectors <i>PV wire and MC4 connectors</i>	
5 - Electrical - AC Balance of Systems	
5.1 - AC Equipment <i>Panel boards, Disconnects, Overcurrent Protection, Campground Pedestals Etc.</i>	
5.2 - AC Backboard Materials <i>Backboard specified with driven steel I-Beams for support and Steel Backboard. Designed to mesh with regional placemaking aesthetics.</i>	
6 - Inverter(s)	
6.1 - (QTY. 2, 20kWac) Single Phase Home Hub inv. Single SKU 10kW Each <i>BABA Compliance Letter Attached in Proposal Packet.</i>	
6.2 - (QTY. 34) SolarEdge Optimizers <i>SolarEdge U650 - Optimizer 650W/60V (SS) U650</i>	
6.3 - Site Communications, SolarEdge Cell Card <i>Allows remote communications and monitoring.</i>	
7 - Labor	
7.1 - Labor - General Labor / Structural	
7.2 - Labor - Electrical	
8 - General Conditions	
8.1 - Fuel <i>Fuel Associated with Equipment Usage</i>	
8.2 - Mobilization	
9 - Safety	
9.1 - System Safety and Labeling	
9.2 - Sanitation (No Cost Associated with this Item) <i>Assumed use of existing site pit toilets.</i>	

Item	Amount
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9.3 - Bid Clarifications (No Cost Associated with these Items)

9.3.1 - Bid Clarifications

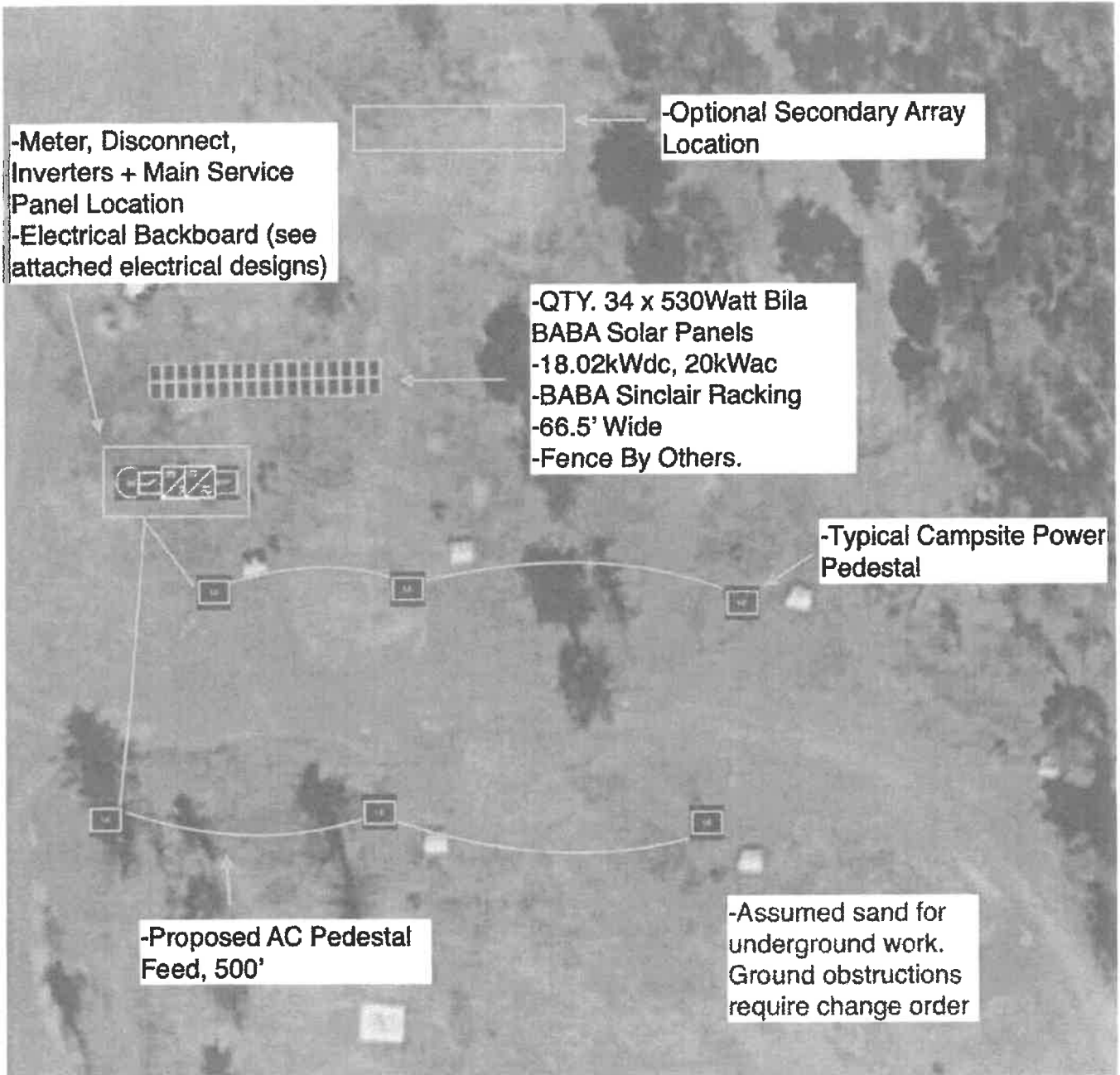
- Site communications via SolarEdge cell card. No internet required on site.
- Assumed sand for site sub surface. If underground obstructions are encountered a change order will be issued for use of alternative trenching and/or foundations methods.
- Price includes direct burial AC wire. Conductors in conduit available via change order.
- All load calculations made per RFP drawings.
- DC/AC ratio 1 to 1. Future expansion possible up to qty. 48 530W Bila modules.
- Assumes 7am-7pm Monday through Friday unobstructed site access.
- Includes 5 year workmanship warranty.
- Includes Conservative 17,189kWh a year performance guarantee. First year performance is based on system interconnection with UPPCO.
- Fencing around array, by others.
- Peninsula Solar is responsible for service downstream of meter(customer side of UPPCO Meter). UPPCO is responsible for service upstream of meter within the outlined \$25,000.00 allowance. The city of Ishpeming is responsible for UPPCO service costs above and beyond \$25,000.00.

Price	\$124,916.48
--------------	---------------------

_____ Date _____

Ian Olmsted
Peninsula Solar, LLC

Task	Start	Finish	Duration
Kickoff Engineering	Jun 15	Jun 15	1 Day
Engineering 100% Package	Jun 15	Jun 26	15 Weeks
Zoning, Building & Electrical Permit Submission	Jun 29	Jul 3	1 Week
Pre-Construction Kickoff Meeting	Jul 27	Jul 31	1 Day
Array Foundations, Racking, Modules, DC Wiring & DC Trenching	Aug 3	Aug 5	3 Days
Install 6 Campground Pedestals	Aug 3	Aug 7	1 Week
Install Electrical Backboards & Service Equipment	Aug 3	Aug 7	1 Week
Physical Construction Complete	Aug 7	Aug 7	Milestone

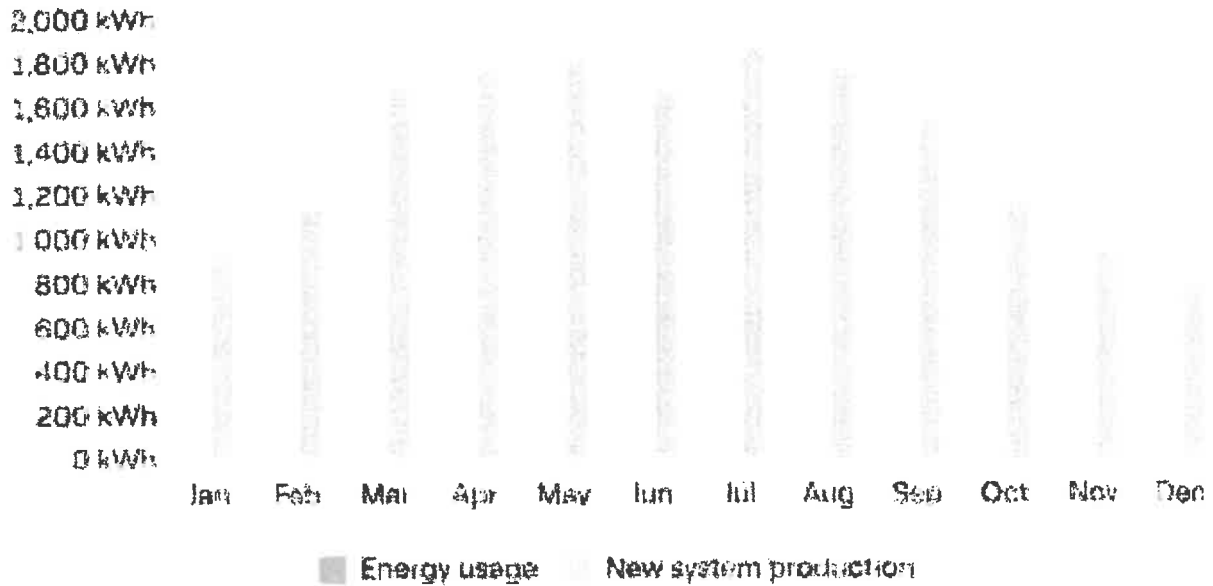


⚡ Production 📄 Bill savings

Production

Panels Annual Offset
34 **17,189 kWh** **0 %**

📅 Monthly production (kWh)



Meet our team!



Admin Team



Ian

Founder/CEO



Ben

*Chief Operations
Officer*



Leda

*Office
Operations*



Luke

*Sales & System
Design*

Construction Team



Reece

Foreman



Dave

*Senior
Installer*



Matt

Installer



Miller

Installer

Electrical Team



Adrian

*Master
Electrician*



Colin

Electrician



Dyu

Electrician

City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: Resolution Opposing State Legislation that Would Preempt Local Zoning Authority Regarding Housing Development
Department: Administration / Planning & Zoning
Prepared By: Randy Scholz, City Manager
Date Submitted: May 28, 2026

2. Background & Purpose

Purpose / Background:

The attached resolution expresses the City of Ishpeming's opposition to proposed State of Michigan legislation that would broadly preempt local zoning authority related to housing development. While the City supports efforts to increase housing affordability and housing opportunities statewide, the proposed legislation could significantly limit the ability of local governments to make land use decisions that reflect local infrastructure capacity, public safety considerations, long-range planning, and community priorities.

The resolution affirms the City's support for collaborative housing solutions developed in partnership with local governments while preserving local planning authority and avoiding unfunded infrastructure burdens on municipalities.

3. Fiscal Impact

Total Cost / Revenue Impact:

No direct fiscal impact anticipated.

Funding Source(s):

N/A

4. Recommended Action & Alternatives

Alternatives Considered (Anticipate questions):

- Take no formal position on the proposed legislation.
 - Submit comments to legislators without formal Council action.
 - Support portions of the legislation while requesting amendments protecting local authority.
-

Recommended Action:

Approve the resolution opposing state legislation that would broadly preempt local zoning authority regarding housing development and direct staff to transmit the resolution to the appropriate state and municipal organizations.

5. Approval & Routing

Department Head Approval (Name & Signature): Randy Scholz, 

Date: May 28, 2026

6. Attachments / Exhibits

- Resolution Opposing State Legislation that Would Preempt Local Zoning Authority Regarding Housing Development

RESOLUTION #14-2026
OPPOSING STATE LEGISLATION THAT WOULD PREEMPT LOCAL ZONING
AUTHORITY REGARDING HOUSING DEVELOPMENT

City of Ishpeming
County of Marquette, State of Michigan

Minutes of a regular meeting of the City Council (“City Council”) of the City of Ishpeming, County of Marquette, State of Michigan (the “City”), held on June 17, 2026 at 6:00 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

WHEREAS, the City of Ishpeming is a municipal corporation organized and existing under the laws of the State of Michigan and is charged with protecting the health, safety, and welfare of its residents; and

WHEREAS, the Michigan Legislature has introduced and may continue to consider legislation that would preempt local authority over zoning and land use decisions related to housing development; and

WHEREAS, the City of Ishpeming supports efforts to increase housing affordability and expand housing opportunities throughout the State of Michigan, but believes such legislation could significantly limit the authority of locally elected governing bodies, planning commissions, and zoning boards to make decisions that reflect the unique character, infrastructure capacity, and priorities of their communities; and

WHEREAS, local zoning and housing standards are carefully developed to align with the capacity of roads, stormwater systems, water and sewer infrastructure, emergency services, and municipal resources, and are integrated with long-range master plans, capital improvement plans, and municipal budget forecasting; and

WHEREAS, local planning processes are transparent and participatory, providing residents with direct access to public meetings, hearings, and elected officials, thereby ensuring accountability and community engagement in land use decisions; and

WHEREAS, state preemption of local zoning authority may diminish local accountability and fail to adequately account for the varied infrastructure constraints, geographic conditions, economic realities, and community needs that differ significantly across Michigan municipalities; and

WHEREAS, responsible housing growth should occur through collaboration between the State of Michigan and local governments to ensure that housing affordability goals are balanced with infrastructure capacity, public safety considerations, environmental protections, and sound fiscal management;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The City of Ishpeming hereby formally opposes any Michigan legislation that would broadly preempt local zoning authority related to housing development without meaningful local input and flexibility.

The City Council urges members of the Michigan Legislature to work collaboratively with local governments to develop housing policies that promote affordability and housing availability while preserving local planning authority and protecting public infrastructure systems.

The City supports constructive dialogue and partnership with the State of Michigan to identify meaningful housing solutions that increase housing opportunities without creating unfunded mandates or infrastructure burdens on local communities.

The City Clerk is directed to transmit a copy of this Resolution to the Governor of the State of Michigan, members of the Michigan House of Representatives and Michigan Senate representing this community, the Michigan Municipal League, the Michigan Townships Association, the Michigan Association of Counties, and any other interested parties.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Emilie Stack
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Ishpeming, County of Marquette, State of Michigan, at a regular meeting held on June 17, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Emilie Stack
City Clerk

50878471.1/043278.00012

**RESOLUTION #15-2026
CITY OF ISHPEMING
DWSRF GRANT AND LOAN PROGRAM
REIMBURSEMENT & PAYMENT APPROVAL #11**

WHEREAS, The City of Ishpeming is the applicant for the EGLE DWSRF Grant and Loan Program consisting of a \$13,548,200 loan and \$ 9,896,800 grant for the City of Ishpeming DWSRF Water 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:

- U.P. Engineers & Architects, Inc. Invoices \$48,008.00
 - A. Lindberg & Sons, Inc. Payment Request \$234,297.15
 - Payne & Dolan Payment Request \$154,924.67
- Total: \$437,229.82

Motion by _____ seconded by _____ to approve Resolution for reimbursement and payment of funds for the City of Ishpeming DWSRF Water Improvements Project.

Roll Call Vote:

Ayes: _____

Nays: _____

Absent: _____

Adopted this 17th day of June, 2026.

Emilie Stack
City Clerk

Date

City of Ishpeming
DWSRF Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 11TH DWSRF DRAW REQUEST
6/17/2026

Engineering (UPEA):	Basic	\$	-
	Additional		
	Resident Engineering	\$	48,008.00
		UPEA Total: \$	<u>48,008.00</u>
Contractor:	A. Lindberg & Sons	\$	234,297.15
	Payne & Dolan	\$	154,924.67
		Subtotal: \$	<u>389,221.82</u>
Contingency:		\$	-
			<hr/>
	Total EGLE Draw Requested:	\$	<u><u>437,229.82</u></u>
Non-Participating			
Contractor:	A. Lindberg & Sons	\$	-
	Payne & Dolan	\$	-
		Subtotal: \$	<u>-</u>
			<hr/>
	Total Non-Participating Requested:	\$	<u><u>-</u></u>
		TOTAL \$	437,229.82

CITY OF ISHPEMING
DWSRF WATER MAIN AND LEAD SERVICE LINE
REPLACEMENT, TANK UPGRADES PROJECT
ENGINEERING INVOICES THROUGH 5-2-26



INVOICE

100 Portage Street Houghton, MI 49931

906-482-4810 • 800-562-7684 • Fax: 906-482-9799

City of Ishpeming
 Attn: Randy Scholz, City Manager
 City Hall, 100 East Division Street
 Ishpeming, MI 49849

March 16, 2026
 Project No: 03517
 Invoice No: 2503722

Project 03517 Ishpeming City-Ishp DWSRF Water Project
 Prepare design plans & specifications for water system improvements for EGLE DWSRF project, assist with bidding, provide a resident project representative during construction.

Professional Services through February 28, 2026

Phase 300 Resident Project Representative
 Fee

Billing Phase	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Resident Project Representative	1,200,200.00	732,122.00	708,118.00	24,004.00
Total Fee	1,200,200.00	732,122.00	708,118.00	24,004.00
			Total this Phase	\$24,004.00
			Total this Invoice	\$24,004.00

All invoices paid via credit card shall be charged a 3.0% administration fee.



INVOICE

100 Portage Street Houghton, MI 49931

906-482-4810 • 800-562-7684 • Fax: 906-482-9799

City of Ishpeming
 Attn: Randy Scholz, City Manager
 City Hall, 100 East Division Street
 Ishpeming, MI 49849

April 8, 2026
 Project No: 03517
 Invoice No: 2503814

Project 03517 Ishpeming City-Ishp DWSRF Water Project
 Prepare design plans & specifications for water system improvements for EGLE DWSRF project, assist with bidding, provide a resident project representative during construction.

Professional Services through March 28, 2026

Phase 300 Resident Project Representative
Fee

Billing Phase	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Resident Project Representative	1,200,200.00	744,124.00	732,122.00	12,002.00
Total Fee	1,200,200.00	744,124.00	732,122.00	12,002.00
		Total this Phase		\$12,002.00
		Total this Invoice		\$12,002.00

All invoices paid via credit card shall be charged a 3.0% administration fee.



INVOICE

100 Portage Street Houghton, MI 49931

906-482-4810 • 800-562-7684 • Fax: 906-482-9799

City of Ishpeming
 Attn: Randy Scholz, City Manager
 City Hall, 100 East Division Street
 Ishpeming, MI 49849

May 18, 2026
 Project No: 03517
 Invoice No: 2504090

Project 03517 Ishpeming City-Ishp DWSRF Water Project
 Prepare design plans & specifications for water system improvements for EGLE DWSRF project, assist with bidding, provide a resident project representative during construction.

Professional Services through May 02, 2026

Phase 300 Resident Project Representative
Fee

Billing Phase	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Resident Project Representative	1,200,200.00	756,126.00	744,124.00	12,002.00
Total Fee	1,200,200.00	756,126.00	744,124.00	12,002.00
			Total this Phase	\$12,002.00
			Total this Invoice	\$12,002.00

All invoices paid via credit card shall be charged a 3.0% administration fee.

**CITY OF ISHPEMING
DWSRF WATER MAIN AND LEAD SERVICE LINE
REPLACEMENT, TANK UPGRADES PROJECT
CONSTRUCTION INVOICES – CONTRACT 1
REIMBURSEMENT #11**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 40211

To Owner : City of Ishpeming 100 E. Division Ishpeming MI 49849	Project : 22299. 25 ISH WATER SYSTEM CONTRACT 1	Application No. : 9 Period To : 5/31/2026 Project Nos :	Distribution to : <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/>
From Contractor : A. Lindberg & Sons, Inc. 599 Washington Street Ishpeming MI 49849	Via Architect :	Contract Date :	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$9,555,317.50
2. NET CHANGE BY CHANGE ORDERS	\$1,157,602.75
3. CONTRACT SUM TO DATE	\$10,712,920.25
4. TOTAL COMPLETED AND STORED TO DATE	\$6,187,239.03
5. RETAINAGE:	
a. 5.00% of Completed Work	\$294,118.94
b. 5.00% of Stored Material	\$15,243.03
Total Retainage	\$309,361.97
6. TOTAL EARNED LESS RETAINAGE	\$5,877,877.06
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$5,643,579.91
8. CURRENT PAYMENT DUE	\$234,297.15
9. BALANCE TO FINISH, PLUS RETAINAGE	\$4,835,043.19

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: A. Lindberg & Sons, Inc.

By Naly E. Niemi Date: 6/8/2026
Wesley E. Niemi
 State of Michigan County of Marquette
 Subscribed and sworn to before me this 8th day of June
 Notary Public: Daniel R. Saari Daniel R Saari
 My Commission expires: 7/22/2031

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$234,297.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,909,684.00	\$0.00
Total approved this month	\$0.00	-752,081.25
TOTALS	\$1,909,684.00	\$752,081.25
NET CHANGE by Change Orders		\$1,157,602.75

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest cent.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 05/31/26
To : 05/31/26
Architect's Project No. :

Invoice : 40211 **Contract : 22299.25 ISH WATER SYSTEM CONTRACT 1**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D + E + F)	% (G / C)	H Balance To Finish (C - G)	I Retainage
			From Previous Application	This Period In Place					
1	MOBILIZATION (MAX 10 %)	850,000.00	850,000.00	0.00	0.00	850,000.00	100.00%	0.00	
2	6" WATERMAIN, D.I.	106,785.00	56,490.00	3,990.00	0.00	60,480.00	56.64%	46,305.00	
3	8" WATERMAIN, D.I.	1,959,430.00	786,830.00	145,090.00	0.00	931,920.00	47.56%	1,027,510.00	
4	12" WATERMAIN, D.I.	674,800.00	263,760.00	0.00	0.00	263,760.00	39.09%	411,040.00	
6	8" GATE VALVE & BOX	259,150.00	74,550.00	17,750.00	108,233.00	198,533.00	76.61%	60,617.00	
7	12" GATE VALVE & BOX	200,600.00	106,200.00	0.00	20,957.34	127,157.34	63.39%	73,442.66	
9	1" CURB & CORPORATION STOP	234,900.00	64,800.00	9,900.00	0.00	74,700.00	31.80%	160,200.00	
10	2" CURB & CORPORATION STOP	7,800.00	5,200.00	2,600.00	0.00	7,800.00	100.00%	0.00	
11	1" COPPER SERVICE LINE	366,575.00	129,497.50	8,910.00	38,871.30	177,278.80	48.36%	189,296.20	
12	2" COPPER SERVICE LINE	30,500.00	27,500.00	2,200.00	0.00	29,700.00	97.36%	800.00	
13	HYDRANT REMOVAL	21,275.00	8,625.00	1,150.00	0.00	9,775.00	45.95%	11,500.00	
14	HYDRANT AND VALVE ASSEMBLY	363,000.00	156,750.00	24,750.00	138,799.51	320,299.51	88.24%	42,700.49	
15	CONNECT TO EXISTING WATERMAIN, 6	176,000.00	60,500.00	5,500.00	0.00	66,000.00	37.50%	110,000.00	
16	CONNECT TO EXISTING WATERMAIN, 8	168,000.00	90,000.00	0.00	0.00	90,000.00	53.57%	78,000.00	
17	CONNECT TO EXISTING WATERMAIN, 10	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	
18	CONNECT TO EXISTING WATERMAIN, 12	57,400.00	24,600.00	0.00	0.00	24,600.00	42.86%	32,800.00	
20	12" STORM SEWER, PVC	47,500.00	21,000.00	0.00	0.00	21,000.00	44.21%	26,500.00	
21	12" SUBBASE (CIP)	440,895.00	195,062.00	0.00	0.00	195,062.00	44.24%	245,833.00	
22	8" AGGREGATE BASE (CIP)	629,850.00	277,760.00	1,470.00	0.00	279,230.00	44.33%	350,620.00	
23	6" AGGREGATE SURFACE COURSE (CIP)	22,221.25	17,371.00	0.00	0.00	17,371.00	78.17%	4,850.25	
24	3" BITUMINOUS PAVEMENT	1,352,085.00	618,303.00	0.00	0.00	618,303.00	45.73%	733,782.00	
25	5" CONCRETE SIDEWALK, REMOVE & REPLACE	267,264.00	92,256.00	0.00	0.00	92,256.00	34.52%	175,008.00	
26	CONCRETE CURB & GUTTER, REM & REPLACE	153,120.00	82,500.00	0.00	0.00	82,500.00	53.88%	70,620.00	
27	2" RIGID PIPE INSULATION	20,750.00	12,080.00	240.00	0.00	12,320.00	59.37%	8,430.00	
28	INVESTIGATION HOLE	13,000.00	10,400.00	2,600.00	0.00	13,000.00	100.00%	0.00	
29	SPECIAL TRENCH BACKFILL	15,750.00	12,789.00	0.00	0.00	12,789.00	81.20%	2,961.00	
30	ROCK EXCAVATION	45,000.00	29,568.00	0.00	0.00	29,568.00	65.71%	15,432.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest cent.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 05/31/26
To : 05/31/26
Architect's Project No. :

Invoice : 40211 **Contract : 22299.25 ISH WATER SYSTEM CONTRACT 1**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D + E + F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application	This Period In Place					
31	TURF RESTORATION (\$6-MIN)	55,050.00	6,246.00	0.00	0.00	6,246.00	11.35%	48,804.00	
32	TEMPORARY WATER SERVICE	150,000.00	82,500.00	15,000.00	0.00	97,500.00	65.00%	52,500.00	
33	10" WATERMAIN, DIRECTIONAL BORED	105,750.00	112,800.00	0.00	0.00	112,800.00	106.67%	-7,050.00	
34	BASEMENT CRAWLSPACE PENETRATION	22,790.00	0.00	0.00	0.00	0.00	0.00%	22,790.00	
35	TANK SITE SECURITY IMPROVEMENTS	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
36	TANK SITE CHAIN LINK FENCING	46,000.00	0.00	0.00	0.00	0.00	0.00%	46,000.00	
37	TANK SITE ELECTRICAL ALLOWANCE	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
38	CONTRACTOR STAKING	75,000.00	33,750.00	7,500.00	0.00	41,250.00	55.00%	33,750.00	
39	TRAFFIC CONTROL	100,000.00	60,000.00	5,000.00	0.00	65,000.00	65.00%	35,000.00	
40	PAVEMENT MARKING, 4	2,268.00	1,144.00	0.00	0.00	1,144.00	50.49%	1,122.00	
110	Materials	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
CO1-1	Self Leveling Valve Box	7,500.00	14,100.00	0.00	0.00	14,100.00	188.00%	-6,600.00	
CO1-2	HMA Removal	28,500.00	36,432.50	0.00	0.00	36,432.50	127.83%	-7,932.50	
CO1-3	Curb and Gutter	71,000.00	70,503.00	0.00	0.00	70,503.00	99.30%	497.00	
CO1-4	5" Concrete Sidewalk	14,500.00	0.00	0.00	0.00	0.00	0.00%	14,500.00	
CO1-5	Topsoil Restoration	56,875.00	67,177.50	0.00	0.00	67,177.50	118.11%	-10,302.50	
CO1-6	Poplar Street Modifications	6,690.00	6,690.00	0.00	0.00	6,690.00	100.00%	0.00	
CO1-7	6" Gate Valve and Box	29,000.00	8,700.00	0.00	0.00	8,700.00	30.00%	20,300.00	
CO2-1	4 INCH STORM SEWER, PVC	5,162.50	2,219.88	0.00	0.00	2,219.88	43.00%	2,942.62	
CO2-2	6 INCH STORM SEWER, PVC	5,337.50	6,832.00	1,281.00	0.00	8,113.00	152.00%	-2,775.50	
CO2-3	8 INCH STORM SEWER, PVC	5,575.00	11,373.00	0.00	0.00	11,373.00	204.00%	-5,798.00	
CO2-4	10 INCH STORM SEWER, PVC	5,875.00	0.00	0.00	0.00	0.00	0.00%	5,875.00	
CO3-1	HMA CURB	6,250.00	0.00	3,392.50	0.00	3,392.50	54.28%	2,857.50	
CO3-2	MONUMENT BOX	7,000.00	0.00	3,150.00	0.00	3,150.00	45.00%	3,850.00	
CO3-3	12 INCH DR STRUCTURE TAP	2,800.00	0.00	1,400.00	0.00	1,400.00	50.00%	1,400.00	
CO1N-25	5" Concrete Sidewalk, R&R	182,960.00	289,648.00	0.00	0.00	289,648.00	158.31%	-106,688.00	
CO1N-26	CONCRETE CURB & GUTTER, R&R	331,980.00	236,346.00	0.00	0.00	236,346.00	71.19%	95,634.00	
CO1N-31	TURF RESTORATION	24,708.00	0.00	0.00	0.00	0.00	0.00%	24,708.00	
CO1N-50	DR STRUCTURE. REMOVE	19,250.00	14,850.00	0.00	0.00	14,850.00	77.14%	4,400.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest cent.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 05/31/26
To : 05/31/26
Architect's Project No. :

Invoice : 40211 **Contract : 22299.25 ISH WATER SYSTEM CONTRACT 1**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D + E + F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application	This Period In Place					
			CO3N-79	BALLFIELD FENCE REMOVE/REPLACE					
CO3N-80	8" DIVIDER CONCRETE	7,030.00	0.00	7,030.00	0.00	7,030.00	100.00%	0.00	
CO3N-81	8 INCH DR STRUCTURE TAP	2,400.00	0.00	1,200.00	0.00	1,200.00	50.00%	1,200.00	
CO1N-69A	SEWER, CLA, 8 INCH, TR DET B	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
CO1N-72A	18" DOUBLE WALL HDPE SEWER	389,880.00	263,530.00	0.00	0.00	263,530.00	67.59%	126,350.00	
CO1N-78A	DETECTABLE WARNING SURFACE	25,330.00	20,034.50	0.00	0.00	20,034.50	79.09%	5,295.50	
Grand Totals		10,712,820.25	5,611,274.38	271,103.50	304,861.15	6,187,239.03	57.75%	4,525,681.22	309,361.87

CITY OF ISHPEMING
DWSRF WATER MAIN AND LEAD SERVICE LINE
REPLACEMENT, TANK UPGRADES PROJECT
CONSTRUCTION INVOICES – CONTRACT 2
REIMBURSEMENT #11

Contractor's Application for Payment

Owner: City of Ishpeming	Owner's Project No.: 19-03517
Engineer: U.P. Engineers & Architects, Inc.	Engineer's Project No.: 408176
Contractor: Payne & Dolan, Inc.	Contractor's Project No.: 408176
Project: Water System Improvements - Contract 2	
Contract: Water System Improvements - Contract 2	
Application No.: 9	Application Date: 6/2/2026
Application Period: From 11/30/2025 to 5/31/2026	

1. Original Contract Price	\$ 10,688,382.25
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 10,688,382.25
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 7,735,377.98
5. Retainage	
a. <u>5%</u> X \$ 7,735,377.98 Work Completed =	\$ 386,768.90
b. <u>5%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 386,768.90
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,348,609.08
7. Less previous payments (Line 6 from prior application)	\$ 7,193,684.41
8. Amount due this application	\$ 154,924.67
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 3,341,243.87

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Jon Leach
Digitally signed by Jon Leach
DN: cn=Jon Leach, o=PAYNE & DOLAN, ou=PAYNE & DOLAN, email=jleach@paynedolan.com

Signature: Jon Leach, Agent **Date:** 6/2/2026

Recommended by Engineer

By: _____ **Approved by Owner**

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Approved by Funding Agency

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Ishpeming	Owner's Project No.:	
Engineer:	U.P. Engineers & Architects, Inc.	Engineer's Project No.:	19-03517
Contractor:	Payne & Dolan, Inc.	Contractor's Project No.:	408176
Project:	Water System Improvements - Contract 2		
Contract:	Water System Improvements - Contract 2		

Application No.: 9 Application Period: From 11/30/25 to 05/31/26 Application Date: 06/02/26

A Bid Item No.	B Description	C Contract Information				G Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	J Value of Work Completed to Date (E X G) (\$)				
Original Contract												
1	MOBILIZATION	1.00	LS	675,000.00	675,000.00	1.00	675,000.00		675,000.00	100%	-	
2	6" WATERMAIN, D.I.	585.00	LF	134.00	78,390.00	888.00	118,992.00		118,992.00	152%	(40,602.00)	
3	8" WATERMAIN, D.I.	24,243.00	LF	144.00	3,490,992.00	13,530.68	1,948,417.92		1,948,417.92	56%	1,542,574.08	
4	12" WATERMAIN, D.I.	232.00	LF	200.00	46,400.00		-		-	0%	46,400.00	
5	14" WATERMAIN, D.I.	111.00	LF	410.00	45,510.00		-		-	0%	45,510.00	
6	8" GATE VALVE & BOX	87.00	EA	3,475.00	302,325.00	37.00	128,575.00		128,575.00	43%	173,750.00	
7	12" GATE VALVE & BOX	7.00	EA	5,275.00	36,925.00		-		-	0%	36,925.00	
8	14" GATE VALVE & BOX	5.00	EA	11,925.00	59,625.00		-		-	0%	59,625.00	
9	1" CURB & CORPORATION STOP	229.00	EA	775.00	177,475.00	140.00	108,500.00		108,500.00	61%	68,975.00	
10	2" CURB & CORPORATION STOP	3.00	EA	2,300.00	6,900.00	2.00	4,600.00		4,600.00	67%	2,300.00	
11	1" COPPER SERVICE LINE	5,575.00	LF	54.25	302,443.75	4,088.50	221,801.13		221,801.13	73%	80,642.62	
12	2" COPPER SERVICE LINE	70.00	LF	114.75	8,032.50	121.50	13,942.13		13,942.13	174%	(5,909.63)	
13	HYDRANT REMOVAL	35.00	EA	950.50	33,267.50	15.00	14,257.50		14,257.50	43%	19,010.00	
14	HYDRANT & VALVE ASSEMBLY	44.00	EA	9,500.00	418,000.00	25.00	237,500.00		237,500.00	57%	180,500.00	
15	CONNECT TO EXISTING WATERMAIN, 6"	7.00	EA	2,800.00	19,600.00	12.00	33,600.00		33,600.00	171%	(14,000.00)	
16	CONNECT TO EXISTING WATERMAIN, 8"	8.00	EA	2,950.00	23,600.00	23.00	67,850.00		67,850.00	288%	(44,250.00)	
17	CONNECT TO EXISTING WATERMAIN, 10"	-	EA	-	-		-		-		-	
18	CONNECT TO EXISTING WATERMAIN, 12"	7.00	EA	4,600.00	32,200.00		-		-	0%	32,200.00	
19	CONNECT TO EXISTING WATERMAIN, 14"	11.00	EA	4,800.00	52,800.00		-		-	0%	52,800.00	
20	12" STORM SEWER, PVC	140.00	LF	90.00	12,600.00	115.50	10,395.00		10,395.00	83%	2,205.00	
SUBTOTAL					\$ 5,822,085.75	-	\$ 3,583,430.68	\$ -	\$ 3,583,430.68	62%	\$ 2,238,655.07	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ishpeming	Owner's Project No.: 19-03517
Engineer: U.P. Engineers & Architects, Inc.	Engineer's Project No.: 408176
Contractor: Payne & Dolan, Inc.	Contractor's Project No.: 408176
Project: Water System Improvements - Contract 2	
Contract: Water System Improvements - Contract 2	

Application No.: 9	Application Period: From 11/30/25 to 05/31/26	Application Date: 06/02/26									
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (L - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
	CO 1 - B M-28 8" WATERMAIN	848.00	LF	165.00	139,920.00	848.00	139,920.00		139,920.00	100%	-
	CO 1 - B M-28 8" CONNECT TO EXISTING	2.00	EA	3,500.00	7,000.00	2.00	7,000.00		7,000.00	100%	-
	CO 1 - B M-28 1" COPPER SERVICE LINE	218.00	LF	75.00	16,350.00	218.00	16,350.00		16,350.00	100%	-
	CO 1 - B M-28 1" CURB STOP & BOX	7.00	EA	995.00	6,965.00	7.00	6,965.00		6,965.00	100%	-
	Change Order Totals				\$ 170,235.00		\$ 170,235.00	\$ -	\$ 170,235.00	100%	\$ -
Original Contract and Change Orders											
PAGE 1 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS						\$ 5,992,320.75	\$ 3,753,665.68	\$ -	\$ 3,753,665.68	63%	\$ 2,238,655.07

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ishpeming
 Engineer: U.P. Engineers & Architects, Inc.
 Contractor: Payne & Dolan, Inc.
 Project: Water System Improvements - Contract 2
 Contract: Water System Improvements - Contract 2

Owner's Project No.:
 Engineer's Project No.: 19-03517
 Contractor's Project No.: 408176

Application No.: 8 Application Period: From 11/30/25 to 05/31/26 Application Date: 06/02/26

A Bid Item No.	B Description	C Contract Information				F Value of Bid Item (C X E)		G Work Completed		I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of Item (I / F)	L Balance to Finish (F - J)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G)						
Original Contract													
21	12" SUBBASE	55,015.00	SY	29.75	1,636,696.25	43,534.80	1,295,160.30			1,295,160.30	79%	341,535.95	
22	8" AGGREGATE BASE	55,015.00	SY	14.25	783,963.75	43,269.20	616,586.10			616,586.10		167,377.65	
23	6" AGGREGATE SURFACE COURSE	3,900.00	SY	55.50	216,450.00	230.00	12,765.00			12,765.00		203,685.00	
24	3" BITUMINOUS PAVEMENT	55,015.00	SY	15.50	852,732.50	47,431.19	735,183.45			735,183.45		117,549.05	
25	5" CONCRETE SIDEWALK, REMOVE & REPLACE	9,740.00	SF	23.25	226,455.00	6,004.55	139,605.79			139,605.79		86,849.21	
26	CONCRETE CURB & GUTTER, REMOVE & REPLACE	1,260.00	LF	61.50	77,490.00	1,499.00	92,188.50			92,188.50		(14,698.50)	
27	2" RIGID PIPE INSULATION	1,884.00	LF	11.00	20,724.00	560.00	6,160.00			6,160.00		14,564.00	
28	INVESTIGATION HOLE	10.00	EA	875.00	8,750.00	20.00	17,500.00			17,500.00		(8,750.00)	
29	SPECIAL TRENCH BACKFILL	250.00	CY	45.00	11,250.00							11,250.00	
30	ROCK EXCAVATION	150.00	CY	750.00	112,500.00	40.45	30,337.50			30,337.50		82,162.50	
31	TURF RESTORATION	17,625.00	LF	14.00	246,750.00	15,737.00	220,318.00			220,318.00		26,432.00	
32	TEMPORARY WATER SERVICE, LAKE BANCROFT	1.00	LS	11,500.00	11,500.00	1.00	11,500.00			11,500.00		-	
321	TEMPORARY WATER SERVICE, BARNUM LOCATION	1.00	LS	58,000.00	58,000.00	1.00	58,000.00			58,000.00		-	
322	TEMPORARY WATER SERVICE, SALISBURY	1.00	LS	52,000.00	52,000.00	0.50	26,000.00			26,000.00		26,000.00	
33	10" WATERMAIN, DIRECTIONAL BORED	-	LF	-	-	-	-			-		-	
34	BASEMENT CRAWLSPACE PENETRATION	10.00	EA	2,000.00	20,000.00	2.00	4,000.00			4,000.00		16,000.00	
35	TANK SITE SECURITY IMPROVEMENTS	-	LS	-	-	-	-			-		-	
36	CONTRACTOR STAKING	1.00	LS	66,750.00	66,750.00	1.00	66,750.00			66,750.00	100%	-	
37	TRAFFIC CONTROL	1.00	LS	116,950.00	116,950.00	1.00	116,950.00			116,950.00	100%	-	
38	PAVEMENT MARKING, 4" YELLOW	4,900.00	LF	0.35	1,715.00	2,052.00	718.20			718.20	42%	996.80	
					\$ 4,520,676.50		\$ 3,449,722.84		\$ -	\$ 3,449,722.84	76%	\$ 1,070,953.66	
Change Orders													
	CO 1-1 - 6" UNDERDRAIN	600.00	LF	25.00	15,000.00	250.00	6,250.00			6,250.00	42%	8,750.00	
	CO 1-2 - 6" OUTLET ENDING	1.00	EA	425.00	425.00	1.00	425.00			425.00	100%	-	
	CO 1-3 - UNDERDRAIN STONE	170.00	TN	33.00	5,610.00	60.00	1,980.00			1,980.00	35%	3,630.00	
	CO 1-4 - 4" SERVICE - MOYLE (EXTRA)	1.00	LS	17,250.00	17,250.00	1.00	17,250.00			17,250.00	100%	-	
	Co 2 - 24" STORM SEWER (EXTRA)	360.00	FT	225.00	81,000.00	292.00	65,700.00			65,700.00	81%	15,300.00	
	CHANGE ORDER NEEDED - 4' STORM MANHOLE (EXTRA)	2.00	EA	9,000.00	18,000.00	2.00	18,000.00			18,000.00	100%	-	
	CHANGE ORDER NEEDED - 2' STORM CATCH BASIN (EXTRA)	2.00	EA	4,800.00	9,600.00	3.00	14,400.00			14,400.00	150%	(4,800.00)	
	CHANGE ORDER NEEDED - Shoulder Gravel - Ton (EXTRA)	250.00	TN	72.00	18,000.00	163.74	11,789.28			11,789.28	65%	-	
	CHANGE ORDER NEEDED - 12" Storm Concrete (EXTRA)	100.00	LF	105.00	10,500.00	149.00	15,645.00			15,645.00	149%	(5,145.00)	
	CHANGE ORDE RNEEDED - 12" Manhole Tap (EXTRA)	1.00	EA	975.00	975.00	1.00	975.00			975.00	100%	-	
					Change Order Totals \$ 175,385.00		\$ 152,414.28		\$ -	\$ 152,414.28	87%	\$ 17,735.00	
Original Contract and Change Orders													
					PAGE 2 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS \$ 4,696,061.50		\$ 3,602,137.12		\$ -	\$ 3,602,137.12	77%	\$ 1,088,688.66	

City of Ishpeming
DWSRF Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 10TH DWSRF DRAW REQUEST

2/25/2026 - Revised 6-11-26

Engineering (UPEA):	Basic	\$	-
	Additional		
	Resident Engineering	\$	12,002.00
	UPEA Total:	\$	<u>12,002.00</u>
Contractor:	A. Lindberg & Sons		
	Payne & Dolan	\$	883,464.39
	Subtotal:	\$	<u>883,464.39</u>
Contingency:		\$	-
	Total EGLE Draw Requested:	\$	<u><u>895,466.39</u></u>
Non-Participating			
Contractor:	A. Lindberg & Sons	\$	-
	Payne & Dolan	\$	105,199.50
	Payne & Dolan (4" Service Line & Hydrant)	\$	17,250.00
	Subtotal:	\$	<u>122,449.50</u>
	Total Non-Participating Requested:	\$	<u><u>122,449.50</u></u>
	TOTAL	\$	1,017,915.89

4" Service Line & Hydrant was originally assumed to be eligible for funding through the water project. EGLE has said it is Fire Protection and is therefore, not eligible. Therefore, it is now listed as non-participating and is requested to come out of the water fund.



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 12,000 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 & Dolan shall be responsible for repairing pavement damage that is demonstrably and directly attributable to activities performed under this project.
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: _____



CITY OF ISHPEMING

MALTON ROAD OLD LANDFIL 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 by the Old Landfill Fill Site”. The area proposed for modification is as indicated in the attached Exhibit.

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 12,000 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 & Dolan shall be responsible for repairing pavement damage that is demonstrably and directly attributable to activities performed under this project.
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: _____

ORDINANCE NO. 2-900

AN ORDINANCE REGULATING CONDUCT IN PUBLIC PARKS

<u>Section</u>	
1	Title
2	Purpose
3	Definitions
4	Vehicle and Traffic Laws
5	Direction of Traffic
6	Operation of Vehicles within Park
7	Special Provisions Applicable to Bicycles, Tricycles, Motorcycles, Scooters, and Mini-bikes
8	Parking
9	Building and other Property
10	Trees, Shrubbery
11	Protection of Wild Animals, Etc.
12	Sanitation
13	Swimming
14	Boating
15	Fishing
16	Water Skiing
17	Firearms and Dangerous Instruments; golfing
18	Picnic Areas and Use
19	Camping
20	Fires
21	Alcoholic Beverages
22	Drunkenness
23	Restrooms and Bathing Facilities
24	Noise
25	Production of Permits
26	Merchandising, Advertising & Signs
27	Permits Required
28	Application Procedure
29	Standards for Issuance of Permit
30	Hours
31	Closed Areas
32	Powers of the Director
33	Ejection from Park
34	Penalties

PARK ORDINANCE - CITY OF ISHPEMING

Section 1. SHORT TITLE.

This ordinance shall be known and may be cited as an "Ordinance Regulating Conduct in Public Parks".

Section 2. PURPOSE.

The purpose of this ordinance is to regulate the use of parks and park property owned and/or maintained by the City in order that all residents and their guests may enjoy and make use of such parks and park property, and to protect the rights of those owning property adjacent to such parks.

PART I

Section 3. DEFINITIONS.

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) The words "amplified sound" means music or speech projected or transmitted by artificial means, including but not limited to, amplifiers, loudspeakers, or any similar devices;
- (2) The word "city" means the City of Ishpeming, Michigan;
- (3) The word "department" means the Ishpeming Department of Parks and Recreation;
- (4) The word "director" means the Director of the Department of Parks and Recreation;
- (5) The words "law enforcement officer" means any member of the Police Department authorized to enforce all criminal and traffic laws and ordinances within the City;
- (6) The word "park" means every public recreation or playground area, including every building or facility thereon, within the City of Ishpeming, owned, leased, or maintained by the City as a public recreation or playground area, whether or not such areas have been formally dedicated to such purpose;
- (7) The words "park guard" mean every employee of the City under the supervision of the director;
- (8) The words "parking area" mean any designated park or any park road, drive, or special area contiguous thereto that is set apart for the standing or stationing of vehicles and is marked accordingly;
- (9) The word "permit" means the written permission that must be obtained from the director or his designated agent to carry out a given activity in a park;
- (10) The word "person" means any person, firm, partnership, association, corporation, company, or organization of any kind;
- (11) The word "vehicle" includes any device of conveyance, whether propelled by

motor, animal, or human power. The term shall include any trailer in tow of any kind, size, or description. Exception is made for baby carriages and vehicles in the service of the City;

- (12) The word "vessel" includes any device of conveyance on the water, whether propelled by motor, wind, or human power. The term includes, but is not limited to, any boat, yacht, cruiser, canoe, raft, or other water craft;
- (13) The word "pollution" means the contamination or other alteration of the physical, chemical or biological properties of park waters, including changes in the temperature, taste, color, turbidity, or odor of the water, or such discharge of any liquid, gas, solid, radioactive or other substance into any park waters that will or is likely to create a public nuisance or render such waters harmful, detrimental or injurious to the public health, safety, or welfare, or to domestic, recreational or other beneficial uses, or to wild animals, birds, fish or other aquatic life;
- (14) The word "resident" means a person or persons who own or rent a residential unit within the corporate limits of the City of Ishpeming.

PART II
CONTROL OF VEHICLES

Section 4. VEHICLE AND TRAFFIC LAWS.

All applicable state and local vehicle and traffic laws and ordinances shall continue in full force and effect in any park, and shall be enforced by any law enforcement officer or park guard.

Section 5. DIRECTION OF TRAFFIC.

All law enforcement officers and park guards shall direct traffic whenever needed in a park or on highways, streets, or roads immediately adjacent to a park in accordance with the provisions of this ordinance or any other applicable laws and ordinances.

Section 6. OPERATION OF VEHICLES WITHIN PARKS.

- (1) No person shall operate a vehicle in a park except upon designated paved or improved park roads or driveways, or in and upon designated areas or trails set aside for use by such vehicles, unless directed by a law enforcement officer or park guard to do so, or by official signs or markings.
- (2) Where a public road, street, or highway crosses a park, such road, street, or highway shall be open to all through traffic normally permitted on any road, street or highway, but such traffic shall conform to park traffic regulations, and vehicles not otherwise permitted to operate within a park shall not stop along such road, street or highway except in an emergency.
- (3) No person shall operate a vehicle in a park in such a way that traffic is obstructed. In the event a vehicle must be stopped or parked along a park road or driveway because of an emergency, unless to obstruct traffic, for more than fifteen minutes, the operator shall notify a law enforcement officer or park guard of the location of the vehicle and of its description.
- (4) No person shall operate a vehicle within the park in excess of fifteen miles per hour, except upon those roads or driveways where official signs or markings designate a different speed limit.

Section 7. SPECIAL PROVISIONS APPLICABLE TO BICYCLES, TRICYCLES, MOTORCYCLES, SCOOTERS, AND MINI-BIKES

- (1) The director may, in his reasonable discretion, set aside or designate areas, paths, trails, or roads in a park where operating bicycles or tricycles shall be allowed.
- (2) Bicycles and tricycles shall be operated on the right-hand side of a roadway, as close to the edge of the paving as conditions permit. When two or more such vehicles are operated in a group, they shall keep in a single file.

Section 8. PARKING.

- (1) No person shall park a vehicle on park property other than in areas designated for parking that type of vehicle, unless there is an emergency or unless directed to do otherwise by a law enforcement officer or a park guard. Parking shall conform to officially posted signs or markings unless other instructions are given by a law enforcement officer or a park guard.
- (2) No vehicle shall be left parked on park property after park closing hours without obtaining a permit from the director.
- (3) No City employee shall accept any gratuity for any service concerning the parking of a vehicle.

PART III
PARK PROPERTY

Section 9. BUILDINGS AND OTHER PROPERTY.

No person shall, in any park, do or cause to be done any of the following without first obtaining a permit from the director:

- (1) Willfully mark, deface, or injure in any manner, or displace, remove or tamper with any park building, bridge, table, bench, fireplace, railing, paving or paving materials, water line or other public utility or parts thereof, park sign or marking whether temporary or permanent, monument, stake, post or other structure or equipment, facility, or park property of any kind.
- (2) Willfully dig, cut, move or remove from any park or park area any sand, wood, turf, grass, gravel, shrub or other material, or make any excavation by hand, tool, equipment, blasting, or any other means.
- (3) Construct or erect any building or structure of any kind, whether permanently or temporarily, or run or string any public utility into, upon or across a park.

Section 10. TREES, SHRUBBERY, LAWNS.

No person shall, in any park, do or cause to be done any of the following without first obtaining a permit from the director:

- (1) Willfully destroy any flowers, seeds, blooms, bark, branches, twigs or leaves of any tree, plant, shrub, vine, bush or any other vegetation.
- (2) Willfully drive any nail, staple or attach or fasten any wire, rope, or other device to any tree or plant, or tie or hitch any animal to any tree or plant.

- (3) Willfully dig in or disturb any grass area, or in any way injure or impair the natural beauty or usefulness of any park area.
- (4) Willfully climb any tree, or walk, stand or sit upon any monument, vase, fountain, railing, fence or any other park property not designated or normally used for such purposes.

Section 11. PROTECTION OF WILD ANIMALS, ETC.

No person shall, in any park, do or cause to be done any of the following without first obtaining a permit from the director:

- (1) Willfully capture, attempt to capture, hunt, molest, injure, trap, or administer or set out any bait or harmful substance for any wild or domestic animal, reptile, bird or fish, nor remove or have in his possession the young, eggs, or nest of any animal, reptile or bird. Exception is made to the foregoing in that any person may kill on sight a reptile known to be deadly poisonous.
- (2) Willfully give or offer, or attempt to give or offer to any wild or domestic animal, reptile, bird, or fish any tobacco, alcohol or other potentially harmful substance.

Section 12. SANITATION.

No person shall, in any park, do or cause to be done any of the following without first obtaining a permit from the director:

- (1) Willfully throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.
- (2) Bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. Nothing herein contained shall be interpreted to require a permit for the use of proper receptacles for trash as are provided by the City; provided, however, when receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

PART IV
RECREATIONAL ACTIVITIES

Section 13. SWIMMING.

- (1) No person in a park shall:
 - (a) Swim, bathe, or wade in any water or waterway in or adjacent to any park, except in such water or waterway as the director may designate, and in accordance with the terms of this ordinance and any other regulations that the director may promulgate;
 - (b) Frequent any water or places where swimming, bathing, or wading is permitted, except during those hours that the director has established for such activities;
 - (c) Change into bathing clothes from street clothes or from bathing clothes into

street clothes, except in a bath house or other structure designated for such use;

- (d) No person shall appear in any park in a state of nudity, nor shall any person engage in any act involving or constituting sexual penetration as the term sexual penetration is defined in Act No. 266 of the Public Acts of 1974 of the State of Michigan, as amended, being M.C.L.A. Section 750.520a.
- (e) Enter any swimming pool attired in other than bathing apparel in violation of any rule, regulation, statute or ordinance regulating or relating to public health.
- (2) The director shall not designate any water or waterway for swimming, bathing, or wading where such use of the water would be dangerous to the public health, safety or welfare.

Section 14. BOATING.

- (1) No person shall bring into or operate any vessel upon any park waters, except at places designated for boating activities by the director. Boating shall be carried on in accordance with the terms of this ordinance and other regulations that the director may promulgate.
- (2) Vessels shall be operated in a manner that does not endanger the occupants of other vessels or persons in the water or on shore. Motor propelled vessels shall yield to unmotorized vessels, and all vessels shall yield to sailboats.
- (3) No person shall operate a vessel on park waters during park closing hours, nor shall any person remain on a vessel in park waters during park closing hours unless a permit is obtained from the director.
- (4) The following regulations shall also apply to the operation of vessels on park waters:
 - (a) Motor powered vessels shall not be operated without a competent person at the vessel's controls;
 - (b) Operators of any vessel shall be responsible for any damage caused by their vessel's wake;
 - (c) Overtaking vessels shall pass to the left side of the overtaken vessel.

Section 15. FISHING.

No person shall fish in any park waters where swimming, bathing or wading is permitted.

Section 16. WATER SKIING.

- (1) No person shall water ski in park waters except at the locations and landings designated by the director.
- (2) No person shall water ski in a way that endangers swimmers, other skiers, or the occupants of any vessel.
- (3) No person shall water ski after sunset or before sunrise.

Section 17 A. FIREARMS AND DANGEROUS INSTRUMENTS.

- (1) No person except an authorized City employee, park guard, or law enforcement officer shall bring onto park property or have in his possession on park property any firearm or ammunition, any explosive, dynamite cap, fireworks, air gun, pellet gun, spring gun, slingshot, cross bow, bow and arrow, any device by means of which a projectile can be propelled, any device which can be loaded with blank cartridges, any trapping device, any incendiary bomb or material, any smoke or stink bomb, any tear gas or other disabling chemical or agent, any acid or caustic substance, or any inflammable liquid except fuel contained in the fuel tank of a motor vehicle, vessel, lantern, camp stove or camp heater, and not more than one gallon of liquid fuel in a closed metal container. However, a person or firm holding a permit issued by the City to conduct a pyrotechnic display of fireworks may possess and ignite fireworks in a park.
- (2) No person shall discharge any of the weapons or instruments listed in Section 17(1) into any park from outside a park.
- (3) The director may designate areas within a park where bows and arrows can be used. In such cases, the director shall promulgate regulations for the safe use of such devices, and no person shall fail to abide by such regulations.

SECTION 17 B. GOLFING.

No person shall play golf in any park. This prohibition shall include the hitting of golf balls using any kind of golf club or by using any other kind of object or device.

Section 18. PICNIC AREAS AND USE.

- (1) The director may prohibit picnicking in designated areas.
- (2) Individual fireplaces and tables in picnic areas shall be available on a "first come, first served" basis, and a group of 20 or more persons must obtain a permit in advance for the use of picnic facilities.
- (3) Picnickers shall not leave a picnic area before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse generated or left by them is placed in a disposal receptacle, where provided. If no trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker who generated or created same to be properly disposed of elsewhere.

Section 19. CAMPING.

- (1) No person shall camp in a park except in areas that have been designated for camping by the director, if any. Camping shall be limited to tent camping, trailer camping, or camping with other equipment designated specifically for camping.
- (2) No person shall camp in a park without first obtaining a camping permit from the director or his designated agent. The director shall set a reasonable per night fee for the use of a camp site, such fee to be paid in cash only prior to the issuance of a camping permit. No refunds shall be made of camping permit fees, and no camping permit shall be issued for more than ten consecutive days of camping.

Section 20. FIRES.

- (1) No person shall start or maintain, in any park, any outdoor fire except in compliance with Ishpeming City Ordinance No. 4-1100, Open Burning, designated picnic areas unless approved in advance by the Fire Chief. Fires shall be limited to cooking fires or other small, contained fires approved in advance by the Fire Chief.
- (2) Cooking fires shall be started and maintained only in a stove, fireplace, or barbecue pit maintained by the City department, or in a portable camp stove. Fuels used in cooking or fires approved by the Fire Chief shall not produce any noxious fumes or smoke.
- (3) Any fire, including fires pursuant to an Open Burning Permit, approved by the Fire Chief must remain small and be continuously attended while burning. Before leaving a No person starting or maintaining any fire in a park shall leave the area where the fire is located without Fires must be first completely extinguished in the fire, or must placeing and all hot coals must be placed in a receptacle provided by the City department and designated for that sole purpose before leaving a fire.

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PART V
NUISANCES AND BEHAVIOR

Section 21. ALCOHOLIC BEVERAGES.

No person shall sell alcoholic beverages in a park without the express approval of the Ishpeming City Council. No person shall possess or consume alcoholic beverages in the ski area of the Al Quaal Recreation Area during the period from December 15 of each year through March 15 of the following year. Posting of the above prohibition relative to the ski area of the Al Quaal Recreation Area shall be required at the regular entrances to the Al Quaal Recreation Area and at two (2) conspicuous places in the ski area. It shall be unlawful for any person to possess or consume alcoholic beverages within any City park or City recreation area during regularly scheduled activities or functions of the Ishpeming School System.

Section 22. DRUNKENNESS.

No intoxicated person shall enter, be, or remain in any park.

Section 23. RESTROOMS AND BATHING FACILITIES.

No person over the age of eight years shall enter or use restrooms, bath or dressing room facilities designated for the use of the opposite sex.

Section 24. NOISE.

No person having the control of any device producing amplified sound except automobile radios and portable radios shall operate or permit such device to be operated in any park without written permission from the director.

Section 25. PRODUCTION OF PERMITS.

No person in a park shall refuse or fail to produce and exhibit any permit he claims to have upon the request of any law enforcement officer, park guard, or other authorized City employee who wishes to inspect the permit for the purpose of determining that the provisions of this ordinance have been complied with.

Section 26. MERCHANDISING, ADVERTISING AND SIGNS.

No person in a park shall:

- (1) Expose or offer for sale or hire any article, thing or service nor station or

place any stand, cart or vehicle for the transportation, sale, or display of any article, thing or service unless a permit has been obtained from the director.

- (2) Announce, advertise or call the public's attention in any way to any article, thing or service for sale or hire, unless done pursuant to regulations promulgated by the Director.
- (3) Paste, glue, tack or otherwise place any sign, placard, advertisement, or inscription in a park.

PART VI
PERMITS

Section 27. PERMITS REQUIRED.

In addition to any other provision of this ordinance that requires the obtaining of a permit prior to engaging in a given activity, no person in a park shall conduct, operate, present, manage or take part in any ~~of the following activities involving the use of any park facility by a certain person or group of persons to the exclusion of others~~ unless a permit is obtained prior to the start of the activity.

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~~(1) Any contest, exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, musical event, or any similar event where a fee is charged.~~

~~(2) Any use of any park facility by a certain person or group of persons to the exclusion of others. If said activity is covered under ORDINANCE 3-800 REGULATING SPECIAL EVENTS, PARADES, PROCESSIONS, AND OPEN AIR PUBLIC MEETINGS. Ordinance 3-800 shall take precedence.~~

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Section 28. APPLICATION PROCEDURE:

- (1) A person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director. The application shall state:
 - (a) The name, address, and telephone number of the person applying for the permit;
 - (b) If the use or activity is to be conducted for, on behalf of, or by any person other than the applicant, the name, address and telephone number of that person;
 - (c) The exact nature of the use or activity for which the permit is being sought;
 - (d) The day and hours for which the permit is desired;
 - (e) The park and the portion of the park desired to be used to carry out the proposed use or activity;
 - (f) An estimate of the anticipated attendance;
 - (g) Any other information that the director finds to be reasonably necessary in order to determine whether to issue a permit.
- (2) Applications shall be filed not less than seven days nor more than one year before the date of the proposed use or activity.

Section 29. STANDARDS FOR ISSUANCE OF PERMIT.

- (1) The director shall issue a permit unless he finds:
 - (a) That the proposed activity or use of the park will unreasonably interfere with or detract from the general public use and enjoyment of the park; or
 - (b) That the proposed activity or use of the park will unreasonably interfere with or detract from the public health, safety or welfare; or
 - (c) That the conduct of the proposed activity or use is reasonably likely to result in violence to persons or property resulting in serious harm to the public; or
 - (d) That the proposed activity or use will entail an extraordinary expense or operation by the City; or
 - (e) That the facilities desired have been reserved for another activity or use at the day and hour requested in the application; or
 - (f) That the proposed activity is prohibited by this ordinance or any other applicable law.
- (2) The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - (a) Restrictions on fires, amplified sound, use of alcoholic beverages, dancing, sports, use of animals, equipment, or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park by others, or of damage to park property;
 - (b) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property, or the cost of cleanup, or both;
 - (c) A requirement that the applicant pay a reasonable fee to defray the cost of furnishing adequate security forces by the City at the proposed use or activity;
 - (d) A requirement that the applicant furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
 - (e) A requirement that adequate liability and property damage insurance be provided in such terms and amounts as the director may reasonably determine, insuring the City, its officers and offices, and its public.
- (3) Permits shall not be transferable without the written consent of the director.
- (4) Within four days after receipt of an application, the director shall issue the permit or apprise an applicant in writing of his reasons for refusing a permit, or of any conditions attached to the issuance of the permit, and any aggrieved person shall have the right to appeal in writing within six days to the City Manager. Within six days the City Manager shall advise the applicant in writing of his decision. The City Manager shall have the right to affirm, revise, modify, or change the decision of the director and to grant a permit under such conditions as he may impose under this section. If the applicant is

dissatisfied with the decision of the City Manager, he shall appeal same by filing a written appeal with the City Clerk, to be decided by the Ishpeming City Council at the next regular Council meeting. The decision of the City Council shall be final.

- (5) A permittee, and all persons for whose benefit the permit has been issued, shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in the permit.
- (6) The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever by reason of the negligence of the person or persons to whom such permit was issued.
- (7) The director shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance, or upon the violation of any condition or restriction under which the permit was issued.
- (8) The director shall have the authority to impose a reasonable fee to be paid by any applicant for a permit.

PART VII
PARK OPERATING POLICIES

Section 30. HOURS.

As a general rule parks shall be open to the public every day of the year between the hours of sunrise and sunset unless posted differently. However, the director may in his reasonable discretion extend or shorten these hours for any park or a portion of any park. No person shall enter, be, or remain in any park after park closing hours unless a permit has been obtained. Park opening and closing times shall be posted at park entrances and within adjoining park lots if the director modifies the hours set forth herein.

Section 31. CLOSED AREAS.

Any section or part of any park may be declared closed to the public by the Director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the director shall find reasonably necessary.

Section 32. POWERS OF THE DIRECTOR.

The director shall have the power to make, from time to time, such reasonable rules and regulations as are necessary to manage, use, preserve, and govern park property and activities.

PART VIII

Section 33. EJECTION FROM PARK.

Any person found violating any provision of this chapter may be ejected from the park and/or have his permit revoked and park privileges suspended for a period to be determined by the director, in addition to any then penalties imposed by law.

Section 34. PENALTIES.

Any person charged with violating any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in any sum not exceeding one hundred dollars, or imprisoned up to ninety days in the County Jail or City Jail, or both.

Section 35. TITLE AND CATCH-LINE HEADINGS.

The title of this ordinance and the headings following the designation of each section herein shall be for purposes of convenience and indexing only, and shall not be a limitation upon nor a part of the body of any section of this ordinance.

Adopted: October 6, 1976; effective upon publication

Amended: February 8, 1978

Amended: October 4, 1978

Amended: June 15, 2005

Amended: August 4, 2010

**RESTATED
INTERLOCAL AGREEMENT TO
CREATE THE ISHPEMING AREA
JOINT WASTEWATER TREATMENT BOARD**

THIS RESTATED INTERLOCAL AGREEMENT TO CREATE THE ISHPEMING AREA JOINT WASTEWATER TREATMENT BOARD (hereinafter the "RESTATED AGREEMENT") is made and entered into as of _____, pursuant to both Act No. 35 of the Michigan Public Act 1951, as amended, and Act No. 7 of the Michigan Public Acts of 1967, the latter being known as the "Urban Cooperation Act of 1967" (both hereinafter referred to as the "Acts"), by and among the City of Ishpeming and the Township of Ishpeming, both in the County of Marquette, the State of Michigan, for the purpose of creating the Ishpeming Area Joint Wastewater Treatment Board, a corporate public entity (the "**Board**").

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The Board was originally created to design, construct, operate, expand, enlarge, modify, and maintain the joint wastewater treatment plant and related appurtenances and facilities (the "**Wastewater Facility**") in the portion of the City of Ishpeming, County of Marquette, State of

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Michigan more particularly described as follows:

~~"The following described land and premises situated in the City of Ishpeming, County of Marquette and State of Michigan: All that part of the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section Nine (9), Township Forty-Seven (47) North, Range Twenty-Seven (27) West lying northwesterly of the Carp River as now located and southeasterly of the joint right of way of the Chicago and Northwestern Railway Company, the Soo Line Railroad Company and the Lake Superior and Ishpeming Railroad Company" (hereinafter referred to as the "Project Area").~~

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(hereinafter referred to as the "**Project Area**").

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RECITALS

Whereas, on December 10, 1981, the Parties hereto executed an Interlocal Agreement to create the Board (the "Original Agreement");

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Whereas, the Parties have agreed to amend the Original Agreement to: (1) extend the term of the Original Agreement; (2) modify various provision to reflect how the parties currently conduct business; (3) allow for the financing of projects by the Board or the Parties; and (4) other amendments as deemed necessary by the Parties;

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Whereas, the Parties have determined that due to the number of modifications to the Original Agreement, a restated agreement is necessary;

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NOW, THEREFORE, IT IS HEREBY AGREED by and between the City of Ishpeming and the Township of Ishpeming, each located in Marquette County, in the State of Michigan (hereinafter referred to, respectively, as the "City" and the "Township" or together referred to as the "Parties" or individually referred to as a "Party"), as follows:

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Article I – General Provisions

1. The Parties agree to exercise jointly the power and authority herein set forth and pursuant to the Acts.
2. In the Original Agreement, the Parties formed a corporate public body to be known as the Board, which was effective immediately upon the filing of a true copy of the Original

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Agreement with the Marquette County Clerk, the Michigan Secretary of State, and after all approvals required by law.

3. All of the powers and duties of the Board shall be as set forth in this Restated Agreement.
4. The fiscal year of the Board shall be January 1 to December 31 of each year.

Article II – Purposes

The primary purposes of the Board are as follows:

1a. To design, construct, own, operate, expand, enlarge, modify, and maintain projects related to the operations of the Wastewater Facility that are approved and financed by the Board (“**Board Project(s)**”), and to purchase or lease such property as is necessary to accomplish the foregoing;

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2b. To provide for the coordination of the planning, construction, operation and financing of Board Projects;

3.e: To establish rates in the amounts ~~as may be~~ necessary for treatment, operations, and maintenance of the Wastewater Facility and the related appurtenances, and ~~for~~ the financing of any Board Projects or Capital Projects (defined ~~in~~ below) ~~for which that~~ the Board has pledged repayment of any bond payment from its revenues generated pursuant

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to this Restated Agreement, a financing agreement, or other agreement as recommended by bond counsel;

4d. To assist the Parties by compiling information, including cost estimates, to assist a Party or the Parties in arranging for the financing of the design, construction, expansion, enlargement, modification, or maintenance projects related to the operations of the Wastewater Facility that are not financed by the Board (“Capital Project(s)”);

5e. To provide for billing and other clerical work in connection with services set forth herein; and

6f. To determine cost obligations and operating and maintenance cost obligations of the Parties with respect to the Board Projects and the Wastewater Facility and related appurtenances.

Article III – Powers of the Board

1. The Board shall provide all wastewater treatment necessary within the Project Area, which includes treating all of the sanitary sewage that was previously collected by the sewage treatment plants of the City and of the Township. The Parties agree that the Board shall be the exclusive sewage treatment agent for such influent and all future sanitary sewage introduced into the combined City-Township system; during the term of this Restated Agreement. To accomplish the foregoing, the Board shall have the power to contract and the terms of this Restated Agreement shall constitute a contract between the Parties and the Board. The Board shall design, construct, purchase, lease, operate, expand, enlarge, and

modify the Wastewater Facility and such other appurtenant facilities as are necessary, within the Project Area, to accomplish the purposes set forth in Article II and Article III of this Restated Agreement. The Board shall have the power to contract as necessary to accomplish the aforesaid purposes within the Project Area.

2. The Board may enter into contracts with the City, the Township, or any other entity mutually agreed upon by the Board and such entity, for Board Projects or Capital Projects located outside the Project Area or within the City or the Township.
3. Every contract entered into between the Board and any entity shall be approved by the Township and the City as a condition precedent to the validity of such contract.
4. The Board ~~may also shall have power to~~ hire ~~such persons, firms, partnerships or corporations as~~ employees, ~~or as~~ agents, contractors and subcontractors as ~~may be~~ necessary to accomplish its purposes.
5. The Board shall have the power to do all things incident to carrying out its purposes including, but not limited to, ~~the power to exercise~~ all powers granted in ~~the Actse Acts and Section 7 of the Urban Cooperation Act of 1967, in particular, in its own name,~~ but subject to the limitations on such powers as ~~may be~~ are set forth ~~therein and~~ by law. The Board shall have the power to sue or be sued in any court in this State.

6. Except as may be required by any financing, the Board shall have exclusive control ~~over~~ and responsibility ~~for~~ ~~over~~ all facilities within the Project Area and ~~to~~ such other areas and portions of the Project~~s~~ which the Parties may agree ~~to~~ in writing.

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7. The Board shall not have the power to assess, levy or collect any tax, unless authorized by law and approved by the Parties.

Article IV – Board of Trustees

1. The governing body of the Board shall be a Board of Trustees (the “Board of Trustees”), which shall consist of five (5) trustees, two (2) of which shall be appointed by the City Council, two (2) of which shall be appointed by the Township Board, and one (1) trustee which shall be an employee of the Marquette County ~~Department of Public Health~~ Department. The trustees appointed by each Party shall be residents, respectively of the Party which appointed them. The trustees appointed by ~~the Parties~~ ~~each Party~~ shall ~~all~~ be users of the sewage treatment services of the Project. No trustee shall be a member of the Township Board or of the City Council, nor shall the City Manager or Township Manager (if one exists) be a trustee. The trustee appointed by the Director of the Marquette County ~~Department of Public Health~~ Department shall not be a resident of either the City or the Township. A trustee shall not be an employee of either Party or an employee of any unit of government that has a contractual relationship with the Board.

2. The terms of the trustees appointed to the Board of Trustees are as follows:
 - a. One City trustee and one Township trustee shall each be appointed for a term expiring on December 31, ~~2025~~; 2026
 - b. One City trustee and one Township trustee shall each be appointed for a term expiring on December 31, ~~2026~~; 2028
 - c. The trustee appointed by the Director of the Marquette County Department of Public Health shall be appointed for a term expiring on December 31, ~~2027~~.

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Upon the expiration of the term of each trustee referenced above, a successor trustee shall be appointed, in the same manner and subject to the same conditions as set forth in Section 1 of this Article IV, and the term of each successor trustee shall be for three (3) calendar years. There shall be no limit upon the number of terms which a trustee may serve. Each Trustee shall serve until a successor Trustee is appointed and sworn.

3. Each trustee shall ~~be sworn by fil~~inge an Oath of Office (Article XI, Michigan Constitution) with the Clerk for the Party which made the appointment, and the trustee appointed by the Director of the Marquette County ~~Department of Public Health~~ Department shall file his or her Oath of Office with the Marquette County Clerk; all the oaths of office shall be filed within fifteen (15) days of the date of each appointment, respectively.

4. Each trustee shall receive, as compensation for each Board of Trustees meeting attended, remuneration in the same amount as is paid to appointed members of ~~the~~ Marquette County Boards ~~and of~~ Commissioners for attendance at ~~Board of Commissioner~~ meetings, and reimbursement for all reasonable out-of-pocket expenses that are specifically authorized by the Board of Trustees. If overnight travel is required and is specifically authorized by the Board of Trustees for official business of the Board, the Board of Trustees may authorize a per diem allowance, in an amount no more than the per diem allowance then permitted to be paid to appointed the-members of ~~the~~ Marquette County Boards ~~and of~~ Commissioners.

5. The Board of Trustees shall meet for organizational purposes in December of each year at the time and place fixed for the holding of Regular Meetings. At each such organizational meeting the Board of Trustees shall elect as officers a Chairperson, a Vice-Chairperson, and a Treasurer, who shall be members of the Board of Trustees, and a secretary who may, but need not be, a member of the Board of Trustees. The Chairperson, Vice-Chairperson, Treasurer, and Secretary are hereinafter collectively referred to as the "Officers" or "Officer" in the singular. The offices of Secretary-Treasurer may be combined and held by as a member of the Board of Trustees. Such Officers shall serve until the next annual organizational meeting and until their respective successors shall be elected and sworn. Failure to hold meetings or appoint or select trustees or Officers as herein provided shall not render invalid any action taken by the Board, the Board of Trustees, or its Officers. No appointment of any trustee, or election of any Officer, no action taken at any meeting shall be invalid because it did not occur within or at the time or time limits specified in this

Restated Agreement. Any member of the Board of Trustees may be removed at any time by the Party which appointed such member. The trustee appointed by the Director of the Marquette County ~~Department of Public Health~~ Department may be removed at any time by ~~the Department of Public Health~~ the Health Department or by majority vote of the total membership of the Board of Trustees. Any Officer may be removed, as an Officer, at any time, by a majority vote of the total membership of the Board of Trustees, with the exception of the member that is subject to removal, who shall abstain from any voting regarding their Officer position.

6. Each trustee shall have one vote. Except as otherwise provided herein, three (3) trustees shall be a quorum for the transaction of business, and any action of the Board of Trustees shall require at least three (3) affirmative votes.

7. In the event of a vacancy on the Board of Trustees, the entity which appointed the trustee whose position has become vacant shall fill the vacancy for the unexpired term. In the event of a vacancy of any Officer, such vacancy shall be filled from within the Board of Trustees for the unexpired term. In case of the temporary absence or disability of any Officer, the Board of Trustees may appoint any trustee temporarily to act for such absent or disabled Officer, except that in the event of the temporary absence or disability of the Chairperson, the Vice-Chairperson shall act as Chairperson.

8. The Board of Trustees shall have the powers to, and shall:

- a. Establish a fair method of apportioning the cost of financing the operations of the Board in accordance Article VI below;
- b. Establish rules and procedures for the administering of the Board's operations;
- c. Determine the terms and conditions of employment of all employees of the Board, subject to the provisions of the Acts and this Restated Agreement;
- d. Engage the services of a Director who shall be an employee of the Board and who shall serve at the pleasure of the Board of Trustees. The job qualifications for said Director shall be set by the Board of Trustees;
- e. Provide for fixing and collecting of charges, rates, debt service, assessments, rents or fees to carry out the purposes of the Board.
- f. Determine the manner and the conditions upon which purchases shall be made and contracts entered into on behalf of the Board;
- g. Provide for the acquisition, ownership, custody, operation, maintenance, lease or sale of real and personal property by the Board;
- h. Provide for the disposition, division or distribution of any property acquired by the Board;

- i. Determine the manner in which any surplus money shall be returned to the Parties, in the event that the Board shall cease to function; provided, however, that any surplus money shall be returned in proportion to the contributions made by the respective Parties which can be attributed to generating the surplus;
- j. Accept gifts, grants, assistance funds or bequests on behalf of the Board, as permitted by law;
- k. Determine the manner of responding to any liabilities that might be incurred through performance of this Restated Agreement and insuring against any such liability;
- l. Determine the manner in which strict accountability of all funds shall be provided for and the manner in which reports shall be prepared and presented to the governing body of each of the Parties;
- m. Incur debts on behalf of the Board as may be required for the judicious management of the Board. No debt of the Board shall be a debt of either of the Parties, unless expressly set forth in a written agreement between the Board and either or both of the parties. The Board shall not have power to issue any bonds whatsoever, unless authorized by law;
- n. Engage the services of engineers, consultants and legal counsel, as necessary;

- o. Perform any other act necessary and proper to the exercise of the specific power granted or created under the terms of this Restated Agreement and the Acts;

- p. Have full power and authority to carry into effect the intent and purposes of this Restated Agreement, including the adoption of By-Laws, by a majority vote of the Board of Trustees, and to do any and all acts which may be incidental to the proper functioning of the Board.

- q. Adopt rules and regulations to control the quality and quantity of sewage influent received at the Wastewater Facility so that the influent does not contain toxic substances, or substances which may harm the equipment, systems, components, or employees operating the Wastewater Facility, to assure that all requirements for pre-treatment of industrial wastes are being complied with to prohibit users of the system from discharging waste which contains excessive suspended solids, or which has excessive biochemical oxygen demand, or toxic or hazardous materials or which otherwise are in violation of ordinances of the Parties and state and federal environmental requirements, to assure that the volume of sewage influent is not excessive for the number of users of the system, and to assure that all requirements set forth in the Ishpeming Area Wastewater Treatment Plant -NPDES Permit, as amended, supplemented or superseded, are complied with. All such rules and regulations when adopted by the Board of Trustees:

~~All such rules and regulations when adopted by the Board of Trustees:~~

ii. shall ~~by contract~~ apply to the Parties and to any other Users that are approved by the Parties;

iii. shall set forth influent/effluent criteria and pretreatment requirements imposed under state or federal law, which influent/effluent criteria and pretreatment requirements shall be incorporated into the sewer use ordinances of the Parties and of any other Users that are approved by the Parties;

iiiH. shall require the Parties and any other users to adopt and enforce their respective sewer use ordinances ~~to be adopted;~~ which sewer use ordinances shall authorize and require the respective Parties and other users to terminate sewer service to users who discharge in violation of any applicable NPDES Permit;

ivIV. shall empower the Board to levy fines or surcharges against the Parties or either of them for wastes which are introduced into the system in violation of the sewer use ordinances of the Parties or an applicable NPDES Permit, which fines or surcharges shall be determined in the sewer use charge schedule approved by the Board.

vV. Have an annual audit prepared by a certified public accountant, copies of which audit shall be filed with the Clerk of each of the Parties at the time

~~within Ninety (90) days after~~ the audit ~~is has been~~ filed with the State of Michigan.

Article V – Director

The Director shall:

1. Be responsible for implementation of Board policies and management of the Board's facilities;
2. Be vested with any and all of the powers and duties as may be granted to the Director by resolution of the Board or Trustees;
3. Be responsible for the accounting of all funds, services and property acquired or disposed of by the Board, and make a monthly report of all income and expenditures to the Board of Trustees;
4. Hire all employees whose positions are authorized by the Board of Trustees, and administer all other employment functions of the Board of Trustees, subject to ~~applicable law-law and the provisions of the Acts;~~
5. Administer all of the operational functions of the Board as delegated by the Board of Trustees;

6. Coordinate with the Parties the planning and development of programs and services to be offered by the Board; and
7. Be responsible for the grant administration with respect to any Project.
8. Recommend Board Projects and Capital Projects and assist the Board or the Parties as necessary to finance and construct the Board Projects or Capital Projects.

Article VI – Financing

1. The Board's operations, Board Projects, and Capital Projects shall be financed by the following general plan:
 - a. By any monies, appropriations, grants, and assistance funds available from any department, agency, political subdivision, or governmental unit of this State or the United States; and where such monies are intended for the grantor or grantors to be applied to any Board Project, Capital Project, or portions thereof, the Board shall be obligated to apply such monies to such Board Project, Capital Project, or portions thereof;
 - b. By contract payment to the Board from the City and Township to finance the design, construction, operation and maintenance of any Board Project to the extent that the Board incurs such expenses;

- c. By contributions from the Parties, as specified in a written agreement that identifies both the amount of each contribution and the specific purposes for which the contribution will be used;
- d. By payment for any work undertaken or services provided by the Board to the Parties or entities outside the Project Area which shall be the sole expense of the Party or entities contracting for said services. The amount and manner of any such payment shall be set forth in a contract between the Board and either of the Parties or the entity;
- e. Unless otherwise agreed to by the Parties, the Board shall not levy or assess user charges, sewer rates, fees directly against individual users of the Wastewater Facility but shall instead be reimbursed by contract payments from the Parties. The Parties shall be responsible for collecting user charges, sewer rates, fees, penalties and the like from their respective residents and users of the Wastewater Facility.

2. Financing of Board Projects.

The Director shall recommend to the Board of Trustees any Board Projects that are needed for the consistent operation of the Wastewater Facility and its related appurtenances. In the event that the Director recommends a Board Project to the Board of Trustees, the Director, with assistance of an outside financing consultant, will determine if the Board Project may be constructed or financed by using the Board's fund balance reserve or any other form of revenue, including, but not limited to, grants or any other method of financing allowed by law. If, in it is the opinion of the Director that the Board Project cannot be paid

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for through the Board's fund balance reserve or other form of revenue, then the Board Project shall automatically become a Capital Project, which is not considered a capital project per the Board's capital/sinking budget. If the Board Project is feasible and can be constructed by the Board, the Board shall take the necessary steps to hire the appropriate companies to design, engineer, and construct the Board Project. The cost of the Board Project shall be incorporated into the rates that are charged to the Parties or any other entity that has contracted with the Board for treatment of wastewater at the Wastewater Facility.

3. Financing of Capital Project.

It is anticipated that the design, construction, expansion, enlargement, modification, maintenance, and operation of the Wastewater Facility will be in incremental, finite projects and that each such Capital Project will be financed by one or more of the Parties through the issuance of one or more series or issues of bonds payable from and secured by the payments made under this Restated Agreement or any other lawful sources. Also, on its own initiative or at the request of the Board or the other Party, if applicable, the Party issuing the bonds may refund any Capital Project bonds. The Parties agree that such improvements to the Wastewater Facility will be made in accordance with generally accepted engineering practices.

The Board and Parties hereby expressly agree that if the issuance of bonds is required to fund Capital Projects the following will apply. The Board of Trustees may pledge revenues from this Restated Agreement to secure or repay the financing of any Capital Project and the Parties may pledge their full faith and credit of their respective municipality toward any bonds issued by a Party. The amount of the bond payment shall be credited monthly to the Party responsible for the repayment of the bond associated with the Capital Project

in an amount equal to its bond payment with interest and fees¹ thereby receiving a full credit for the amount paid for the Capital Project. Once the bonds have been redeemed in their entirety and the Party responsible for the bond payment has received a credit in an aggregate amount equal to the aggregate debt service of the bonds, the Party responsible for the bond payment shall transfer the Capital Project, including all associated appurtenances, fixtures, and assets to the Board.

If the Capital Project cannot be titled in the name of the Board during the term of any bond issued for the Capital Project, then the Capital Project shall be titled as required by bond counsel, but the Capital Project shall be made available to the Board for the duration of this Restated Agreement. If the Capital Project is to be located on the property owned by the Board, then the Board shall execute a lease or other similar instrument with the Party issuing the bonds for the Capital Project allowing the Capital Project to be constructed on the Board's property. As an alternative to bond financing for a Capital Project, the Parties may contribute the necessary revenue to fund the Capital Project. If the Parties are funding the Capital Project without the use of bond financing, the Parties shall negotiate the terms of the funding, and the design or construction of the Capital Project shall not begin until the Parties have executed an agreement setting forth the financing of the Capital Project. If the Parties are funding the Capital Project without utilizing bond financing, title to the Capital Project shall immediately vest with the Board.

Whether the Capital Project is funded ~~ing~~ with bond financing or direct funding by the Parties, the Board shall be responsible and shall have construction oversight as to the

¹ The monthly amount credited to the Party issuing the bonds shall be calculated as follows: totaling the amount of the bond payment with interest and fees that will be paid by the Party issuing the bonds during a calendar year divided by twelve (12).

Capital Project. Property and easements owned or held by a Party or the Board shall be made available for the implementation and construction of the Capital Project, which shall be returned to a condition equal to or better than what existed prior to construction. Property and easements acquired by a Party shall be of sufficient size and width to allow for future construction and maintenance of the Capital Project. The Party will maintain property in good condition and in accordance with local laws and ordinances.

4. All Trustees, all Officers and the Director shall be bonded and such bonds shall be in such amount or amounts as set by the Board of Trustees or as may be required by law. The cost of all bonds shall be paid by the Board.

5. All monies paid to the Board shall be deposited in a bank or banks, to be designated by the Board of Trustees, and all checks or other forms of withdrawal therefrom shall be signed by two (2) officers of the Board of Trustees or by such other person or persons as shall be designated in the By-Laws or by Resolution of the Board of Trustees. The officers and trustees of the Board of Trustees shall have such other powers and duties as may be conferred upon them by the Board of Trustees and not inconsistent with the provisions of this Restated Agreement. At its September Board meeting, the Board of Trustees shall adopt and file with the governing bodies of the Parties:
 - a. an annual budget for the next fiscal year covering the proposed expenditures to be made for organizing and operating the Board, and operating and maintaining any Project;

- b. a summary showing projected income for the next fiscal year;
- c. a summary showing projected contract payments to be required from the Parties during the next fiscal year; and
- d. The Parties' ~~y²s~~ estimated amount due to the Board for the upcoming Fiscal Year for all of the Parties' ~~y²s~~ cost associated with the performance, duties, and responsibilities as set forth in this Agreement.

Article VII – Withdrawal

- 1. Neither of the Parties may withdraw from this Restated Agreement unless and until all of the following conditions are satisfied:
 - a. All bonded indebtedness of each Party, respectively, arising out of its participation in any Board Project or Capital Project is discharged or unless adequate provision for the discharge thereof is made and full protection to all bondholders is assured; and
 - b. All outstanding obligations each Party has to the Board are discharged and all outstanding obligations the Board has to each Party are discharged; and
 - c. All outstanding obligations of the Board are discharged or adequate provisions therefore is made; and

- d. Adequate provisions are made for the sewage treatment requirements of each Party after withdrawal; and
- e. The design life of the Wastewater Facility, any Board Projects, and any Capital Projects, which design life may be extended by necessary improvements, has expired; and
- f. The governing body of each Party, by a majority vote of its members elect, consents to such withdrawal; and
- g. Adequate provision is made for the disposition of the property of the Board and payment to the Parties of their respective shares of equity in the property owned by the Board based upon the respective shares of capital costs incurred by the Parties.

In the event that a withdrawal is authorized under the above conditions, the Parties shall give not less than one Board Fiscal Year written notice thereof to the Board. By way of example only, if the City was to withdraw from the Board in on August 2025, the withdrawal would be effective after the next full fiscal year, meaning the withdrawal would be effective on January 1, 2027.

Article VIII – Expiration

This Restated Agreement shall expire on January 1, 2075, unless extended by agreement of the Parties. Expiration shall not be effective until adequate provision has been made for the discharge of all obligations of the Board and for distribution of all property and assets of the Board to the Parties in the manner generally set forth in Article VII hereinabove.

Article IX – Limitations

1. The Parties will contract with the Board for such services as the City or the Township and the Board deem appropriate. No Party shall be liable for any contracts or obligations of the other Party, nor shall any Party be liable for any contract or obligation of the Board, unless there has been an express assumption thereof in writing by the Party against whom liability is asserted.

2. To the extent authorized by law, all officers of the Board of Trustees, all trustees, and all employees hired by the Board are hereby made immune from personal tort liability for any and all lawful actions taken in connection with the ownership or operation of any Board Project or Capital Project. It is the intention of the Parties that the Board shall provide governmental services only, and that the Board and its aforesaid Officers, trustees, and employees, shall enjoy governmental immunity from tort liability as provided by law.

3. The Board shall not provide wastewater treatment services to any person, firm, partnership, municipality, public body, public agency, board, authority, city, township, or any other entity of any type whatsoever without the express written consent of both of the Parties to this Restated ~~ment~~ Agreement. The Parties acknowledge that the Board has an existing

contract to provide wastewater treatment services to the City of Negaunee which shall be preserved and remain in effect and shall be honored by the Board under this Restated Interlocal Agreement.

IN WITNESS WHEREOF, the Parties have caused this Restated Agreement to be made and entered into as of the date first written above.

ATTEST: _____ **CITY OF ISHPEMING**

Formatted: Font: Bold

(Print Name) (Name)

BY:

ITS:

(Print Name)

BY:

ITS:

TOWNSHIP OF ISHPEMING

(Print Name)

BY:

ITS:

(Print Name)

BY:

ITS:

CERTIFICATION

_____, I, the undersigned, being the Marquette County Clerk, hereby certify that the foregoing is a true and complete copy of the Interlocal Agreement to Create the Ishpeming Area Joint Waste Water Treatment Board entered into as of _____, 2025, the original copy of which is on file in my office

MARQUETTE COUNTY CLERK

| Dated: _____, 2025

City Manager Employment Agreement 2026

This Agreement is made by and between the City of Ishpeming, a Michigan municipal corporation, of 100 East Division Street, Ishpeming, Michigan 49849 ("City" herein) and Randy Scholz (Employee" herein) as follows:

1. City hereby hires Employee, and Employee agrees to work for the City, in the capacity of City Manager.
2. The job duties of Employee shall include all duties and responsibilities to be assumed and discharged by the City Manager as set forth in the Charter of the City of Ishpeming and as set forth in all City ordinances, together with such other duties and responsibilities as the City Council may specify. As an officer, as defined by the City Charter, the employee will take the oath of office.

3. Salary, Advance and Review.

Under the Terms of this Agreement, City agrees to pay Employee an annual salary as follows:

- a). Base salary of \$118,000 (One Hundred eighteen thousand dollars) per year with a \$3,000 (three thousand dollar) annual increase effective on the anniversary date. See Paragraph 16 for additional compensation.
- b). City Council may award an annual bonus of up to \$3,000 (three thousand dollars) to be paid in a lump sum within 30 days of, and based on, an Annual City Council Performance Evaluation.

Evaluation shall consist of the following which shall be met to a reasonable degree:

1. Compliance with the City Charter
2. Citizen relations: professional and respectful response to resident issues
3. Ability to obtain grants or other funding sources
4. Council Communication
5. Stewardship of organization and employees
6. Creation and implementation of a strategic plan

4. Hours of Work.

- a). Employee's normal targeted work hours shall be 8:00 a.m. to 5:00 p.m. each workday, on those days when City Hall is open for business. Employee shall be considered salary and not hourly, with the expectation that he will be working a minimum average of 40 hours per week.
- b). It is recognized that Employee may be required to work away from City Hall, or to work hours in addition to and/or outside the normal office hours of City Hall.

c). No compensatory time shall be accrued or paid to Employee for any work outside Employee's normal work hours.

d). Employee shall receive the following paid holidays:

Paid holidays are designated as:

New Year's Eve	New Year's Day
Employee's Birthday	Good Friday
Memorial Day	July 4th
Labor Day	Thanksgiving Day
Christmas Day	Christmas Eve Day
Day after Thanksgiving	Presidents Day

Should a holiday fall on Saturday, Friday shall be considered as the holiday.

Should a holiday fall on Sunday, Monday shall be considered as the holiday.

5. Duty Location.

Employee is expected to work at City Hall each workday unless his duties take him away from City Hall.

6. City shall furnish to Employee such office space, furnishings, equipment, supplies and staff assistance as are needed to perform the job duties.

7. Leave

a) Vacation: Employee shall be granted twenty-five (25) days of vacation on his first day of work and on each subsequent anniversary date. The maximum vacation accrual shall not exceed forty (40) days. All unused and accrued vacation days (not to exceed 40 days) shall be paid to Employee at separation. Employee shall not take any vacation time unless he has already accrued such vacation time.

b) Personal Leave: Employee shall receive five (5) personal leave days each calendar year, not to be accumulated from year to year. Personal leave will not be paid out upon retirement, resignation, or termination.

c). Sick Leave: Employee shall receive sick leave by accumulating one (1) sick leave day per month, not to exceed twelve (12) days per year, with one hundred twenty-five (125) days maximum accumulation. When the employee obtains one hundred and twenty-five (125) days sick leave, the Employer will purchase twenty-five days at the rate of fifty (50%) per cent, and the employee's accumulated sick leave will be reduced to one hundred (100) days.

Sick leave will be paid upon severance, termination, separation of employment, or retirement for up to 100 days at 100% payoff.

Employees will be paid \$15.00 for each unused sick day accumulated during the year, with a maximum of twelve (12) days to be paid in January.

8. Jury Duty and Funeral Leave shall be provided as follows:

a) Jury Duty: If the employee is called and reports for jury duty or under subpoena the employee will be paid the difference between their pay for jury duty/witness fee and their regular pay.

b) Funeral Leave: The Employee shall be allowed up to three (3) working days not to be deducted from sick leave for a death in the immediate family to attend the funeral and to attend to pre-funeral or post-funeral arrangements, including probate court hearings at a later date; with an option to take two (2) additional days to be deducted from sick leave. Immediate family is defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, step-parents, step-children or a member of the employee's household.

9. Insurance

City will provide insurance coverage to Employee under the City general liability insurance policy provided by MMRMA and under the City worker's compensation policy.

a) Health Insurance: Employee shall receive the same health insurance and shall be subject to the same health insurance cost sharing as all other City Employees. Employees who have health care insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive \$400.00 per month in lieu of health care insurance.

b) Life Insurance: The Employer agrees to pay the full premium of term life insurance plan for the employee while employed, face value of \$25,000 double indemnity. Upon retirement or severance, the employee will be informed of their options under the plan and be allowed to exercise their choice of options. Employees retiring shall receive \$10,000 term life insurance at City expense.

c) Post-Employment Health Plan: The following contributions are made by the City and employee each pay period to the employee's post-employment retirement account:

<u>Employee</u>	<u>Employer</u>
\$35.00	\$35.00

Upon separation of employment, all of the Employee's account balances will be retained in the Employee's account for eligible expenditures as per the plan's requirements.

10. The City shall reimburse the Employee at the IRS Mileage rate for travel. Travel to location within a 50-mile radius of the City of Ishpeming limits will not be reimbursed.

11. Employee shall be paid through the City's payroll system, on the same dates as all other City employees are paid, subject to deductions for all withholdings of taxes, Social Security, and Medicare.

12. Term, Discharge and Resignation

a). The agreement shall have a term of five (5) years commencing on March 17, 2026 and ending on March 16, 2031 ("the termination date"). Employee agrees to remain in the exclusive employment of the City until the termination date, unless the Agreement is terminated as hereinafter provided. The term "exclusive employment", shall not be construed to include occasional teaching or consulting, performed on the employee's time.

b). Discharge. The employee shall be employed as the Ishpeming City Manager based upon "at-will" status, pursuant to the provisions of the Ishpeming Charter, or any applicable amendments thereto. Specifically, the Employee may be removed or discharged in accordance with the provisions of Article V, Section 5.4, of the City Charter.

c). Resignation. Nothing in this employment agreement shall prevent, limit or otherwise interfere with the right of the employee to resign at any time from the position with the City, subject only to the provisions set forth herein.

d) Employee will be notified at least ninety (90) days prior to the contract expiration date if the City Council determines to not renew the contract.

13. Severance Pay, Effective Termination and Notice

a). If the Employee is terminated by the City prior to the expiration of this agreement and Employee is willing and able to perform the duties of the City Manager, the City agrees to pay a lump sum cash payment ("Severance Pay"), within 30 days, equal to 100% of the base salary {as set forth in paragraph 3(a) above} which is subject to all applicable withholdings; provided however, that in the event the Employee is terminated because of a conviction of any felony, or any violation of the City Charter, State or Federal Law, then the City shall have no obligation to pay any severance pay. The employee will not be entitled to Severance Pay should he voluntarily resign his employment.

b). Notice of Resignation. In the event the Employee voluntarily resigns his position with the City, the employee agrees to, and shall give the City at least ninety (90) days written notice. Failure to give at least ninety (90) day notice shall be considered a quit, not in good standing and the Employee will not be compensated for accumulated unused vacation or sick.

14. Employee's anticipated first day of work under this Agreement shall be March 17, 2026 (employee's annual anniversary date).

15. The City Council prefers that the Employee lives and resides within the Ishpeming City limits; however, it is a requirement that Employee live within 20 miles of the nearest city limits for the City of Ishpeming.

16. In lieu of an 11% retirement contribution to the City's Nationwide 457 Plan, the City shall contribute 11% of Employee's base salary, as set forth in Paragraph 3(a) above, to the employee's compensation. This contribution will be distributed in equal installments, added to the Employee's biweekly paycheck. This amount shall be included in base salary calculations pursuant to Paragraph 13.

17. This Agreement shall be reviewed by the parties immediately following each anniversary date. This Agreement may be amended, but only with the express written consent of Employee and the Ishpeming City Council.

18. The Non-Union Personnel Policy #115 will be used for guidance to settle questions or interpretation if necessary.

FOR THE CITY OF ISHPEMING

Dated: _____

By: _____
Pat Scanlon, Mayor

Dated: _____

By: _____
Emilie Stack, City Clerk

Dated: _____

By: _____
Randy Scholz, City Manager



**CITY MANAGER'S OFFICE
CITY OF ISHPEMING, MICHIGAN
100 EAST DIVISION STREET
ISHPEMING, MICHIGAN 49849**

**City of Ishpeming Manager's Report
Council Meeting – June 17, 2026
(Reporting Period: May 9 – June 5, 2026)**

1. Operational and Administrative Updates

- Held weekly meetings with the Deputy City Manager/Finance Director and City Clerk
- Held weekly meetings with legal counsel
- Held weekly meetings with the Planning & Zoning Director
- Held weekly meetings with DPW Director
- Held weekly meetings with the Mayor
- Held monthly meetings with the Planning Commission Chair
- Held monthly meetings with the DDA liaison
- Held monthly Department Head meetings
- Held a Blight Committee meeting
- Meeting with UPPCO – Brasswire Campground solar project & power for Malton Rd. Development
- Meeting with Deputy City Manager/Finance Director – Worked on Budget presentation to Council
- Meeting with DNR about Off-Road Vehicle Trail through the City
- Meeting with LSCP – Branding demo
- Pre-bid meeting for Solar project at Brasswire Campground
- Meeting with Senior Center – talked about additional funding – My hope is to be able to maintain the current level of funding
- Meeting with Prime & Johnson Controls to coordinate the City Hall boiler project
- TV interview – Cliffs purchase
- Had quarterly budget meeting with Departments and Deputy City Manager/Finance Director
- Attended U.P. Managers Spring 2026 Meeting in Munising – Very good meeting – will plan on attending future meetings
- Meeting with Senator Peters' office – looking for federal funding opportunities
- Meeting with MIO TAC grant administrator – DPW Director and I met with the grant administrator and decided to go after infrastructure planning grants
- Attended Parks & Recreation Commission Meeting – Last one I will attend unless they need me
- Presentation for Department Heads – Fiscal State of the City

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



**CITY MANAGER'S OFFICE
CITY OF ISHPEMING, MICHIGAN
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ISHPEMING, MICHIGAN 49849**

- Meeting with Johnson Controls – City Hall heating project
- Meeting with City Clerk/HR Director and MMRMA – talked about 2027 rates
- Meeting with UPPCO – Best path for electrical power for Brasswire Campground
- Meeting with employees - Fiscal State of the City
- Meeting with staff – Bring recommendation to Council for Skatepark hours of operation
- Meeting with developer – Malton Road development
- Meeting with RRC lead & Land Bank Director – regarding Malton Road development
- Meeting with Library Director – update on Township Service Contracts
- Attended 2026 Small Town & Rural Development Conference in Thompsonville – very good conference – hard to be away for three days but was worth it

2. Capital Projects and Infrastructure

- Funding for City-owned Buildings Request for Proposals – As of right now funding will not be available in 2026 – Checking with UMU to see if a graduate student could do this – have not heard back
- Received MIO TAC Technical Assistance grant – This will help us identify grants available for infrastructure

3. Financial and Budgetary Overview

- The 2026 budget was approved by City Council
- Meeting with Department Heads to review departmental budgets on a monthly or quarterly schedule
- Meeting with DPW Director and Deputy City Manager/Finance Director – Looked at recommended budget adjustments for winter maintenance

4. Community Engagement and Public Services

- Attended the monthly Michigan County Ambassador Meeting
- Participated in Coffy with Council Member Chapman at Ski Hall of Fame
- Had a meeting with DDA Liaison and a prospective developer – Downtown restaurant
- Attended Marquette County Board of Commissioners Meeting – Supporting the Brownfield Agreement for Loeffler Block project
- Interview with Mark & Walt in the morning - Fiscal State of the City
- Meeting with citizen interested in promoting the skatepark
- RRC Certification Community Tour

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- Open house with residents at City Hall - Fiscal State of the City
- Open house with residents at Senior Center - Fiscal State of the City
- Talked with resident about their concerns over compost issues by CR 581