

AMENDED
ISHPEMING CITY COUNCIL
Wednesday, August 19, 2026 at 6:00 p.m.
Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI (906) 485-1091

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda**
5. **Public Comment** *(limit 5 minutes per person--to be used for general public comment or reserved for an agenda item)*
6. **Manager Offer of Information**
7. **Consent Agenda**
 - a. Minutes of Previous Meeting (July 15th and Special July 29th)
 - b. Approval of Disbursements
 - c. Confirmation of NIWA Loan Schedule
 - d. Reappoint Clarice Champion to a 3-Year Term on the Ishpeming Commission on Aging: Term Exp. 9/29
 - e. Reappoint Joseph Pelkola to a 3-Year Term on the Ishpeming Commission on Aging: Term Exp. 9/29
8. **Monthly Reports from Departments**
 - a. Monthly Financial Statement Report
 - i. Balance Sheets – All funds
 - ii. Monthly Detail – All funds
 - b. DPW Update
 - c. Short-Term Rental Update
9. **Public Hearings** *(limit 3 minutes per person) - None*
10. **Unfinished Business - None**
11. **New Business**
 - a. Special Event Application(s)
 - i. Request to Extend Music in the Park & Farmers Market: Through September 24, 2026
 - ii. Al Quaal Double Header: October 17 & 18, 2026
 - iii. 2026 Homecoming Parade: October 2, 2026
 - iv. Ishpeming Trunk or Treat: October 31, 2026
 - b. Updates Regarding Cliff's Purchase
 - c. City Hall Hours of Operation
 - i. Letter of Agreement Between City of Ishpeming and AFSCME Local 1282.01, City of Ishpeming Clerical Employees
 - d. Deficit Elimination Plan
 - e. Brasswire Solar Grid Tie-In Quote
 - f. First Reading of Amendment to the Official Zoning Map (RZ 2026-01): To Rezone a Parcel in the Deferred Development Zoning District to Multiple Residential Zoning District
 - g. First Reading of Amendment to Ordinance 8-100 (ZTA 2026-01): To Change Name, Permitted and Conditional Uses of Section 17.0 Deferred Development Zoning District
 - h. First Reading of Amendment to Ordinance 8-100 (ZTA 2026-02): To Add Minimum Lot Width to the Deferred Development Zoning District
 - i. First Reading of Amendment to Ordinance 8-100 (ZTA 2026-03): To Add Manufactured Housing Communities to Section 12.3.M as a Conditional Use in the Multiple Residential Zoning District
 - j. Resolution #20-2026, Resolution for Payment-Reimbursement CWSRF #13
 - k. Resolution #21-2026, Resolution for Payment-Reimbursement DWSRF #13
 - l. UPEA Agreement – PFAS Testing Grant
 - m. Jasper Street Washout Repair
 - n. Winter Equipment Maintenance
 - o. Special Council Meeting: Rural Development Fund Application – August 26, 2026 at 2:00 p.m.
12. **Mayor and Council Reports**
13. **Manager's Report**
14. **Adjournment**


Randy Scholz
City Manager

1. CALL TO ORDER

The regular meeting of the Ishpeming City Council was held on Wednesday, July 15, 2026, in the Ishpeming City Hall Council Chambers. Mayor Pat Scanlon called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Mayor Pat Scanlon, Council Members Claudia Demarest, Kurt Kipling, and Brett Argall (4). Absent: Councilmember Jason Chapman (1). Also, present was City Manager Randy Scholz and City Attorney Caroline Bridges.

4. APPROVAL OF AGENDA

A motion was made by Councilmember Demarest seconded, by Councilmember Kipling and carried unanimously to approve the agenda as presented with the amendment of new business item, Declare Property off of Malton Road as Surplus to 11(h).

5. PUBLIC COMMENT

Jon Becker on behalf of the Ore to Shore; the Ore to Shore is celebrating its 27th Year. Jon was present to answer any questions regarding the special events application for the Ore to Shore, requests on the application are the same as past years.

6. MANAGER OFFER OF INFORMATION - nothing to report

7. CONSENT AGENDA

- a. Minutes of Previous Meeting (June 17th and July 1st)
- b. Approval of Disbursements
- c. Confirm Mayor Appointment of Mayor Pat Scanlon to Building Authority: Term Expiring 6/27
- d. Confirm Mayor Reappointment of Randy Scholz to Building Authority: Term Expiring 6/29
- e. Confirm Mayor Reappointment of Grey Getschow to Building Authority: Term Expiring 6/28

A motion was made by Councilmember Argall, seconded by Councilmember Kipling, carried unanimously to approve the consent agenda as presented.

8. MONTHLY REPORTS FROM DEPARTMENTS

a. Monthly Financial Statement Report

i. Balance Sheets – All funds

ii. Monthly Detail – All funds

Finance Director/Deputy City Manager Grey Getschow reviewed the Financial Summary Report with Period Ending June 30, 2026, as presented in the packet. City Manager Randy Scholz received notification that we received the garbage and recycling container grant.

A motion was made by Councilmember Argall, seconded by Councilmember Demarest, carried unanimously to accept the financial report as presented.

b. DPW Update

DPW Director Jake Roberts provided no additions to add to the report provided in the packet.

c. Police Department Update

Police Chief Chad Radabaugh has sent out notices and letters for violations for miscellaneous debris and long grass; at about an eighty-five percent compliance rate. The school resource officer grant through the school ended the end of June; currently looking for other grants but haven't found any at this point. Lost an Officer to MSP lateral. Two other

Officers will be leaving. Provided thanks to Library for the Books and Badges Events. Fourth of July events went well, reporting some minor traffic incidents.

Mayor Pat Scanlon has been receiving numerous complaints regarding chickens; stated he would like to advise council to rescind the chicken ordinance if people don't start complying with the ordinance. The Ordinance can be found online.

d. August 4, 2026, Primary Election Update – City Clerk

City Clerk Emilie Stack provided an election update: for the Primary Election on August 4th, approximately 1,100 absent voter ballots have been issued to date with requests coming in daily. The Public Accuracy Test was completed on July 7th. Early In-Person Voting will begin on Saturday, July 25th and run through Sunday, August 2nd at the Negaunee Township Community Center with the hours on all 9-days being 9:00 am through 5:00 p.m. A reminder that the City consolidated precincts, from two precincts to one. Voting in-person for City residents on August 4th will be at KD Hall – St. John's Church from 7:00 a.m. – 8:00 p.m.

9. PUBLIC HEARINGS – none.

10. UNFINISHED BUSINESS

a. Resolution #18-2026, Library Operating Millage for the November 3, 2026 Ballot

Manager Scholz reviewed the recommended millage language in Resolution #18-2026 as presented in the packet. Attorney Caroline Bridges stated this language meets statutory requirements.

A motion was made by Councilmember Demarest, seconded by Councilmember Argall, carried unanimously to adopt Resolution #18-2026, Library Operating Millage for the November 3, 2026 Ballot.

11. NEW BUSINESS

a. Special Event Application(s)

- i. Swim Teal Lake, Benefit for Diabetes: July 25, 2026
- ii. Ore to Shore Mountain Bike Epic: August 8, 2026
- iii. Buzz the Gut Car Show & Parade: August 8, 2026
- iv. Jiikakamiigad Powwow: September 12, 2026
- v. Forging our Future 5K Run/Walk: September 26, 2026

A motion was made by Councilmember Kipling, seconded by Councilmember Demarest, and carried unanimously to approve all five special event applications as presented. Councilmember Kipling amended his motion to add approval to waive the rental fees for the pavilion rental, totaling \$450 (cleaning bond fee and rental fee), for the Jiikakamiigad Powwow and to provide a dumpster for the event.

A motion was made by Councilmember Demarest, seconded by Councilmember Kipling, and carried unanimously to approve the Forging our Future 5K Run/Walk map closure and to waive the fees for the first year.

b. Quarter 2 Budget Amendments

Grey reviewed Quarter Two Budget Amendments as presented in the packet.

A motion was made by Councilmember Argall, seconded by Councilmember Demarest, and carried unanimously to approve the Quarter 2 Budget Amendments as presented.

c. Request for Proposals – Electrical Contractor Services

Manager Scholz reviewed the Request for Proposals as presented in the packet.

A motion was made by Councilmember Demarest, seconded by Councilmember Kipling, and carried unanimously to authorize the Manager to move forward with the request for proposals for electrical contractor services.

d. Second Reading of Ordinance 2-900, An Ordinance Regulating Conduct in Public Parks

Attorney Bridges reviewed there is a change from the First Reading, the change is under the last section under penalties as represented in the packet.

A motion was made by Councilmember Demarest, seconded by Councilmember Argall, and carried unanimously to approve the amendments and adopt Ordinance 2-900, An Ordinance Regulating Conduct in Public Parks as presented in the Second Reading.

e. Resolution #17-2026, Resolution for Payment – Reimbursement DWSRF #12

Chris Holmes reviewed Resolution #17-2026 and the attached invoices as presented in the packet.

A motion was made by Councilmember Argall, seconded by Councilmember Kipling, carried unanimously to approve Resolution #17-2026 for reimbursement and payment of funds for the City of Ishpeming DWSRF Water Improvement Project #12.

f. Winter Equipment Maintenance

Jake Roberts reviewed the equipment repairs needed for winter maintenance as presented in the packet. Grey Getschow reviewed surplus equipment that was sold, totaling \$135,000, would take that revenue and apply it to the equipment repairs.

A motion was made by Councilmember Demarest, seconded by Councilmember Kipling, carried unanimously to approve the winter equipment repair and maintenance totaling \$114,093.43.

g. Request to Pay for Fire Truck

Mayor Scanlon stated the hope is to have the new truck delivered to the Firemen's Tournament next weekend.

A motion was made by Councilmember Kipling, seconded by Councilmember Demarest, carried unanimously to approve the request to pay for the Fire Truck.

h. Declare Surplus Property off of Malton Rd.

Mayor Scanlon presented the property off of Malton Road.

A motion was made by Mayor Scanlon, seconded by Councilmember Demarest, carried unanimously to declare all property along Malton Road, from the old Cliff's purchase, as surplus property available for development.

A motion was made by Councilmember Kipling, seconded by Councilmember Demarest, carried unanimously to hold a Public Hearing at the Special Council Meeting on July 29, 2026 at 6:00 p.m. for the purpose of declaring the property along Malton Road as surplus.

12. MAYOR AND COUNCIL REPORTS

Councilmember Argall co-hosted the Cruising for Cancer Car Show. Attended the DDA meeting, the Ribbon Cutting at the Skate Park, and attended the festivities for the Fourth of July which included walking in the parade. Provided thanks to the Fourth of July Committee.

Mayor Scanlon the Commission on Aging will be having their 5th year anniversary celebration of the building tomorrow which will have a lunch from 9:00-1:00; attended the Skate Park Ribbon Cutting.

Councilmember Kipling was out of town for the fourth; provided congratulations and to all that worked on the Fourth of July events and the Skate Park event. Provided thanks to Karl Bohnak for the work he did in regard to the fire truck.

Councilmember Demarest attended the ribbon cutting Skate Park. Parks and Rec had an Open House at the Al Quaal Lodge, there will be another meeting on the 15th at 6:00p. There was not a quorum at the last Parks and Rec Meeting.

13. MANAGER'S REPORT

Manager Scholz reviewed his manager's report presented in the packet.

14. ADJOURNMENT

At 6:44 p.m., a motion was made by Councilmember Kipling, seconded by Councilmember Argall, and carried unanimously to adjourn.

Emilie Stack, City Clerk/HR Manager

1. CALL TO ORDER

The Special meeting of the Ishpeming City Council was held on Wednesday, July 29, 2026, in the Ishpeming City Hall Council Chambers. Mayor Pat Scanlon called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Mayor Pat Scanlon, Council Members Brett Argall and Claudia Demarest (3). Absent: Councilmembers Kurt Kipling and Jason Chapman, Councilmember Chapman marked unexcused per Mayor Scanlon (2). Also present was City Manager Randy Scholz and City Attorney Caroline Bridges.

3. APPROVAL OF AGENDA

A motion was made by Councilmember Argall, seconded by Councilmember Demarest and carried unanimously to approve the agenda with an amendment to change agenda item 6. Adjournment to item 7. Adjournment.

4. PUBLIC COMMENT

Clint Collick, 412 E. High St., Ishpeming; addressed issues with the lack of drainage across Third Street and down High Street; would like to see action taken from the City to address this issue. A solution he would like to see is bigger storm drains and would like feedback on where this stands. Expressed concern with the City buying properties but not allocating money towards this issue.

Mike Hawks, 406 S. Third St., Ishpeming; expressed concern regarding lighting at night. Would like to see the City adopt some sort of North Sky Ordinance. Provided a handout of an example of a north sky ordinance from Presque Isle Township Lighting Ordinance.

Antonio Adan, representing the Marquette County Land Bank; provided a couple remarks about agenda items regarding Malton Road and declaring it as surplus land to be further developed. This was part of a 2024 study Public that supported sites throughout the County; the Land Bank in partnership with eight Townships and three cities nominated the Malton Site as potential redevelopment due the nature and proximity to infrastructure. Any opportunity that exists for local cities and municipalities to move forward with any project right now is very important, especially regarding housing development. The Land Bank is here to assist with resources. The Malton Road Site for development has Antonio's full support.

5. PUBLIC HEARINGS – Dispose of Property Along Malton Road

Mayor Pat Scanlon called the Public Hearing to order at 6:12 p.m.

Mayor Pat Scanlon provided an overview of the property along Malton Road and moving forward with disposing of any land along Malton Road as surplus and making any land along Malton Road available for development. A developer has been working with the City and the County regarding this property.

Resident Clint Collick expressed concerns regarding the development. A discussion took place between Council and resident Collick. Resident Collick can follow up with either Mayor Scanlon or City Manager Scholz for any additional questions or information. A development plan will be presented at a different time. The Council and the City have been and continue to work with the Planning Commission regarding this property and development.

Mayor Pat Scanlon closed the Public Hearing at 6:17 p.m.

6. ITEMS OF BUSINESS

a. Confirm Mayor Appointment: Jennifer Morrow to fill a vacancy on the Planning Commission, Term Expiring 11/2028

b. Confirm Mayor Appointment: Mary Adams to fill an alternate vacancy on the Housing Appeals Board, Term Expiring 12/2026

c. Confirm Manager Appointment: Bailey Knight to fill a vacancy on the Downtown Development Authority, Term Expiring 7/2030

Ishpeming City Council Special Proceedings: July 29, 2026
Ishpeming, MI 49849

d. Confirm Manager Appointment: Tamara Doney to fill the school representative vacancy on the Downtown Development Authority, Term Expiring 7/2029

e. Letter of Support for the Ishpeming Ski Club Phase II Lighting Project

Mayor Pat Scanlon asked to confirm all appointments, items 6(a-d) and agenda item 6(e) in one motion; Mayor Scanlon read each agenda item. A motion was made by Councilmember Demarest, seconded by Councilmember Argall, carried unanimously to approve agenda items 6(a-e) as presented.

f. Request to Demolish Bruce Asgaard Playground at Wabash

A discussion took place regarding the Bruce Asgaard Playground. City Manager Scholz would like to see a full demolition plan.

A motion was made by Councilmember Argall, seconded by Councilmember Demarest and carried unanimously to approve the request to demolish the Bruce Asgaard Playground at Wabash with an amendment to the original motion to approve the demolish of the basketball court only at this time.

g. Resolution #19-2026, A Resolution Supporting the Designation of Census Tracts 19 and 20 in Marquette County as Opportunity Zones

City Manager Scholz reviewed the presentation and the Resolution as presented in the packet. Mayor Scanlon read Resolution #19-2026.

A motion was made by Councilmember Demarest seconded by Councilmember Argall, and carried unanimously to approve Resolution #19-2026, A Resolution Supporting the Designation of Census Tracts 19 and 20 in Marquette County as Opportunity Zones.

h. CWSRF Change Order #4

Chris Holmes presented CWSRF Change Order #4 with a couple of adjustments that will be coming.

A motion was made by Councilmember Argall, seconded by Councilmember Demarest, and carried unanimously to approve the CWSRF Change Order #4 as presented, totaling \$23,187.73.

i. Purchase Foreclosed Properties

i.145 Douglas (52-51-563-056-00)551) – Currently \$9,598.04

ii.551 Adams (52-51-414-001-00) – Currently \$7,722.04

City Manager Scholz provided a handout with descriptions of the two properties, reviewed those items, and provided background information. Antonio Adan, Marquette County Land Bank, will be going to the Land Bank Board about development of these properties. Manger Scholz reviewed where the money would come from to purchase and demolish these properties.

Antonio Adan, Marquette County Land Bank provided information regarding background and tax rolls information, as well as the availability of grants. Stated the Land Bank is here to assist, and this is the long-term solution. Further discussion took place.

A motion was made by Mayor Pat Scanlon, seconded by Councilmember Argall, and carried unanimously to approve the purchase of the Foreclosed Properties at 145 Douglas and 551 Adams.

7. ADJOURNMENT

At 6:51p.m., a motion was made by Councilmember Argall, seconded by Councilmember Demarest, and carried unanimously to adjourn.

Emilie Stack, City Clerk



ROOTED IN COMMUNITY.
FUELED BY ADVENTURE.

7(c)

Promissory Note

This Promissory Note ("note") made on 7/23/2026, is between

Borrower ("Borrower"):

Negaunee Ishpeming Water Authority

PO Box 607, 1800 North Rd, Ishpeming, MI 49849

and

Lender ("Lender"):

City of Ishpeming

100 E Division, Ishpeming, MI 49849

Loan Terms: The Lender agrees to advance the borrower under the following terms:

Principal Amount: \$600,000.00

Interest Rate: 3%, compounded monthly.

The Borrower will receive the advanced money on: 7/23/2026

Payments: The full balance of the advanced money, including all accrued interest is due in accordance with the "ISHPEMING NIWA AL QUAAL WELL ADVANCE" repayment schedule (attached), with allowance for earlier repayment in full.

Signed:

_____, Plant Manager Jake Forchini on behalf of the Borrower

Date: 7/23/2026

Signed:

_____, City Manager Randy Scholz on behalf of the Lender

Date 7/23/2026

ISHPEMING NIWA AL QUAAL WELL ADVANCE
Repayment Schedule

Three Year				
Loan Amount	\$ 600,000.00	Repayment Months	36.00	
Interest	3%	Total Interest	31,556.87	
Date	Loan Balance	Interest	Principle	P&I
Oct-26	\$600,000.00	4,902.74	15,948.73	20,851.47 *
Nov-26	\$584,051.27	1,460.13	15,988.60	17,448.73
Dec-26	\$568,062.68	1,420.16	16,028.57	17,448.73
Jan-27	\$552,034.11	1,380.09	16,068.64	17,448.73
Feb-27	\$535,965.47	1,339.91	16,108.81	17,448.73
Mar-27	\$519,856.65	1,299.64	16,149.08	17,448.73
Apr-27	\$503,707.57	1,259.27	16,189.46	17,448.73
May-27	\$487,518.11	1,218.80	16,229.93	17,448.73
Jun-27	\$471,288.18	1,178.22	16,270.51	17,448.73
Jul-27	\$455,017.68	1,137.54	16,311.18	17,448.73
Aug-27	\$438,706.50	1,096.77	16,351.96	17,448.73
Sep-27	\$422,354.54	1,055.89	16,392.84	17,448.73
Oct-27	\$405,961.70	1,014.90	16,433.82	17,448.73
Nov-27	\$389,527.88	973.82	16,474.91	17,448.73
Dec-27	\$373,052.97	932.63	16,516.09	17,448.73
Jan-28	\$356,536.88	891.34	16,557.38	17,448.73
Feb-28	\$339,979.49	849.95	16,598.78	17,448.73
Mar-28	\$323,380.72	808.45	16,640.27	17,448.73
Apr-28	\$306,740.44	766.85	16,681.87	17,448.73
May-28	\$290,058.57	725.15	16,723.58	17,448.73
Jun-28	\$273,334.99	683.34	16,765.39	17,448.73
Jul-28	\$256,569.60	641.42	16,807.30	17,448.73
Aug-28	\$239,762.30	599.41	16,849.32	17,448.73
Sep-28	\$222,912.98	557.28	16,891.44	17,448.73
Oct-28	\$206,021.53	515.05	16,933.67	17,448.73
Nov-28	\$189,087.86	472.72	16,976.01	17,448.73
Dec-28	\$172,111.86	430.28	17,018.45	17,448.73
Jan-29	\$155,093.41	387.73	17,060.99	17,448.73
Feb-29	\$138,032.42	345.08	17,103.64	17,448.73
Mar-29	\$120,928.77	302.32	17,146.40	17,448.73
Apr-29	\$103,782.37	259.46	17,189.27	17,448.73
May-29	\$86,593.10	216.48	17,232.24	17,448.73
Jun-29	\$69,360.86	173.40	17,275.32	17,448.73
Jul-29	\$52,085.53	130.21	17,318.51	17,448.73
Aug-29	\$34,767.02	86.92	17,361.81	17,448.73
Sep-29	\$17,405.21	43.51	17,405.21	17,448.73
	\$ 31,556.87	\$	600,000.00	\$ 631,556.87

***INCLUDES 69 DAYS INTEREST FROM 7/23/26 - 9/30**

1. CALL TO ORDER

The regular meeting of the Ishpeming City Council was held on Wednesday, November 13, 2024 in the Ishpeming City Hall Council Chambers. Mayor Jason Chapman called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Mayor Jason Chapman, Council Members Elizabeth Firby and Pat Scanlon (3). Absent: Councilmember Renelle Halverson (1). One Councilmember seat vacant (1). Also present was Interim City Manager Grant Getschow and City Attorney Caroline Bridges.

a. Seating of new Mayor and Councilmembers – Former Mayor Chapman transferred the gavel to new City Mayor Pat Scanlon and the new Council was seated. Present was Mayor Pat Scanlon, Councilmembers Ben Argall, Brett Argall, Jason Chapman and Kurt Kipling (5). Absent: None (0).

b. Appointment of Mayor Pro Tem – Mayor Pat Scanlon would like to appoint Kurt Kipling to the Mayor Pro Tem position as his 2-year term coincides with the Mayor and Mayor Pro Tem terms.

A motion was made by Mayor Scanlon, seconded by Councilmember Jason Chapman and carried unanimously to appoint Kurt Kipling to Mayor Pro Tem.

Mayor Pat Scanlon thanked Mayor Chapman for his service over the past two years and welcomed Councilmember Ben Argall, Brett Argall, and Kurt Kipling to the City Council.

4. APPROVAL OF AGENDA

A motion was made by Councilmember Jason Chapman, seconded by Councilmember Brett Argall and carried unanimously to amend the agenda to add Change Order #1 for the Second Street Sewer Repair to the agenda under item 10(b).

5. PUBLIC COMMENT

Sarah Johnson, 901 N. Third Street, Executive Director of Partridge Creek Farm, introduced herself to the new Council and gave a brief history of the farm; advised they were looking to expand their programming; all the programs provided to the schools were at no cost; an MDARD grant application has been submitted to develop additional acreage; and she was pleased to announce their Giving Tuesday campaign was very successful and they raised \$10,300 to date, she thanked Velodrome for providing the space and thanked everyone that donated.

Amy Lerlie, 725 N. First Street, reserved time under 10e on the agenda.

David Aeh, 121 S. Main Street, loved this community and has served on several boards over the last 21 years; he felt it was his duty as a member of the Historical Society to remind Council about the repairs needed on the wall on Jasper Street; would like a sign on the highway noting the Historical District downtown and thought this would be good for economic development; he hoped the compost would again be provided by the Wastewater Treatment Plant; and would like the contract approved with the Lake Superior Community Partnership.

Bill Larson, 1000 Old Farm Road, was recently told after the last snow storm that the City would no longer be plowing Old Farm Road on his property and he briefly summarized his conversation with a member of staff.

Johnathon Naracon, 742 Elliott Avenue, congratulated the new members of Council; and he thought Payne and Dolan did a great job in the Eighth Addition but the communication could be improved for the next construction project.

Kevin Corkin, 604 N. Pine Street, thanked the past City Council for their service and welcomed the new Councilmembers; he looked forward to working with Council and added it was important for everyone to work together.

6. CONSENT AGENDA

A motion was made by Councilmember Kurt Kipling, seconded by Councilmember Jason Chapman and carried unanimously to approve the consent agenda as presented.

- a. Minutes of Previous Meeting (November 13th)
- b. Approval of Disbursements
- c. Nominate Jo Ellen Yeadon to the Marquette County Transit Authority for a 3-year term: Expiring 12/2027
- d. Confirm Mayor reappointment of Jim Bertucci to the NIWA: Term expiring: 12/2027

7. MONTHLY REPORTS FROM DEPARTMENTS

a. Financial Statement Report

Interim City Manager Grant Getschow explained the summary report has been revised and the report was now summarized from the income statement. He reviewed the unaudited balance sheet including the General Fund, Major and Local Streets, Sewer and Garbage fund, DDA, and Police and Fire Retirement Fund for the period ending November 30, 2024. He further explained having the meeting later in the month would be beneficial to allow staff to close out end of month finances.

A motion was made by Councilmember Jason Chapman, seconded by Councilmember Brett Argal and carried unanimously to approve the unaudited financial report as presented.

b. DPW Report

Interim DPW Director Bill Anderson provided an update on the 8th Edition project; all plowing has gone well so far; the ice rink was being worked on and the tube slide improvements were complete; water bills will be going out the first of the month; the water meter project was progressing; he announced the Category-F funding has been received so Washington Street will be repaved from Greenwood to the Township line and Chris Holmes, UPEA, will be reaching out to the State to ask if both projects (Small Urban and Category F) could be done together.

c. Library Report

Library Director Jesse Shirtz provided the monthly report for Council's review and pointed out some of the highlights.

8. PUBLIC HEARING – There were none.

9. UNFINISHED BUSINESS – There was none.

10. NEW BUSINESS

a. State Revolving Fund

i. Resolution 21-2024, CWSRF Payment Reimbursement

Chris Holms, UP Engineers and Architects (UPEA), advised this reimbursement requested included the most recent pay application from Payne and Dolan and invoices from UPEA. He added there should be better communication moving forward during the projects.

A motion was made by Councilmember Jason Chapman, seconded by Councilmember Kurt Kipling and carried unanimously to adopt resolution #21-2024 for CWSRF Payment and Reimbursement in the amount of \$2,547,341.71.

b. Second Street Repairs

i. Change Order #1 – Second Street Sewer Repairs and Pay Application for Payne and Dolan

Chris Holmes, UPEA, explained this project was bid for sewer only so the change order is the addition of the water line for the project in the amount of approximately \$212,000.

A motion was made by Councilmember Jason Chapman, seconded by Mayor Pat Scanlon and carried unanimously to approve the change order as presented and approve the application for payment from Payne and Dolan pending final contract review by the City Attorney.

Chris Holms, UPEA, asked Council to authorize him to make a request to MDOT to allow the Small Urban Grant and Category F grant to be done together in 2026 instead of being done separately since both projects are for a portion of Washington Street.

A motion was made by Councilmember Jason Chapman, seconded by Councilmember Brett Argall and carried unanimously to authorize Chris Holms, from UPEA, to ask MDOT to allow the Small Urban Grant to take place with the Category F grant in 2026 rather than doing each project separately since both projects are for a portion of Washington Street.

c. Special Event Application

i. Noquemanon Ski Marathon: 1/24/2024

A motion was made by Councilmember Jason Chapman, seconded by Councilmember Ben Argall and carried unanimously to approve the Noquemanon Ski Marathon event as presented.

d. Proposed 2025 Lake Superior Community Partnership (LSCP) Service Contract

Interim Manager Getschow explained the LSCP has been extremely helpful during this transition period and in keeping the Redevelopment Ready Communities (RRC) process moving forward. There was some discussion related to the additional grants that become available with the RRC certification.

A motion was made by Councilmember Kurt Kipling, seconded by Councilmember Jason Chapman and carried unanimously to approve the LSCP Service Contract proposal contingent upon final review of the contract by the City Attorney.

e. Authorization to apply for MDARD Grant for Solar Lighting at Brasswire Campground

Amy Lerlie, 725 N. First Street and 404 S. Third Street, and Secretary of Board of Directors of RAMBA, gave a brief overview of the many RAMBA trails in the City and provided some statistics on trail usage; she added the RAMBA event was a huge success this summer and advised the Brasswire Campground was a big attraction for people that want to use the trails. RAMBA volunteered to help with the enhancement of the Brasswire Campground and would like to assist with the submittal of an MDARD Grant for solar lighting at the campground.

Interim Manager Getschow advised the grant was for a total of \$90,000 with a match of \$30,000 for a total project cost of \$120,000. The grant would install a solar array, tie into UPPCO's grid, and supply power to users.

A motion was made by Councilmember Jason Chapman, seconded Mayor Pat Scanlon and carried unanimously to authorize submittal of the MDARD Grant for Solar Lighting at Brasswire Campground.

f. Request to pursue Negaunee Ishpeming Water Authority Well Advance

Interim Manager Getschow explained NIWA was not able to bond on their own and approached the City for help with the bonding process. The total funding needed was approximately \$600,000 and he advised the City could avoid bonding by simply advancing the funds to NIWA with a set repayment schedule. He has also talked with the auditors about pursuing this direction and noted the City has significant ownership in NIWA and a vested interest in their success.

A motion was made by Councilmember Jason Chapman, seconded by Mayor Pat Scanlon and carried unanimously to authorize the Interim City Manager to pursue an advance of funds to the Negaunee Ishpeming Water Authority for a well with the funds to come from the Water Fund.

g. Resolution #20-2024, Health Insurance per Public Act 152 of 2011

Interim Manager Getschow advised that in the past Council has chosen to opt out of PA 152, which still allows for some options.

A motion was made by Councilmember Jason Chapman, seconded by Mayor Pat Scanlon and carried unanimously to opt out of Public Act 152 of 2011 and approve Resolution #20-2024 selecting the Section 8 "Exemption" Option.

h. Schedule January 2025 City Council Meeting

A motion was made by Mayor Pat Scanlon, seconded by Councilmember Jason Chapman and carried unanimously to hold the regular City Council meeting on January 15, 2025 at 6:00 p.m.

i. City Council Committee Appointments by Mayor

Mayor Pat Scanlon made the following Councilmember appointments:

City/School Liaison Committee	Brett Argall
Parks and Recreation Commission	Jason Chapman
Liaison to Housing Commission	Ben Argall
Planning Commission	Ben Argall
Downtown Development Authority	Brett Argall
Liaison to Cemetery Board	Kurt Kipling
Liaison to Library Board	Jason Chapman
Liaison to Commission on Aging	Pat Scanlon
Central Dispatch Policy Board	Kurt Kipling

j. Schedule Special Council Meeting on December 6th: City Manager Interviews

A motion was made by Councilmember Jason Chapman seconded by Mayor Pat Scanlon and carried unanimously to schedule a special Council meeting on Friday, December 6th at 10:00 am. to hold City Manager interviews.

Discussion took place on developing the list of questions and directing any questions that Council would like to staff to be added to the list noting it was important to ask all applicants the same list of questions.

11. PUBLIC COMMENT

Jeff DeGabriele, 413 Vine Street, suggested all Council members take training.

Norman Larson, 1010 Old Farm Road, has lived at this address since 1975 and questioned the decision to no longer plow their private drive on Old Farm Road.

Interim Manager Getschow briefly explained the plow routes and advised the City should not plow private property with the main concern being liability.

Claudia Demarest, 821 Maurice Street, congratulated Kurt Kipling, Ben Argall, and Brett Argall on being elected to Council; reminded them to follow the City Charter; and thanked Fire Chief Jason Annala and Interim Manager Getschow for the help in the situation at her home with the carbon monoxide alarms. She also pointed out a typo on the City Council agenda.

12. MAYOR AND COUNCIL REPORTS

Councilmember Ben Argall was very excited to be on Council; had been a lifelong resident of the City of Ishpeming; and looked forward to serving the community.

Councilmember Kurt Kipling has no report but thanked all the residents that voted for him in the November election.

Councilmember Jason Chapman thanked all the voters for reelecting him and all the other candidates for running a good campaign; thanked Kevin Corkin for all the positivity he brings to the City; would like to reevaluate televising on Channel 189 and You Tube; and thanked all department heads and staff for their support while he was Mayor.

Councilmember Brett Argall thanked everyone for voting during the November election; and was very excited to work with staff and Council and to provide transparency to the residents.

Mayor Pat Scanlon thanked everyone that voted during the elections; thanked all the election workers and Clerk's office staff along with the Police for running a smooth election; advised the City would start to broadcast on Channel 189 and on You Tube again in January; and was excited to work with staff and the new Council.

13. MANAGER'S REPORT

Interim Manager Getschow reminded residents of the billing cycle change with the January bill including December and January; advised the Fire Tower report was received from the engineer with the recommendation for the top portion to be removed; and he welcomed the new Councilmembers.

14. ADJOURNMENT

At 7:35 p.m., a motion was made by Mayor Pat Scanlon, seconded by Councilmember Kurt Kipling and carried unanimously to adjourn.

A handwritten signature in dark ink, appearing to read "Cathy Smith", is written over a horizontal line.

Cathy Smith, City Clerk

08/13/2026 05:01 PM
User: GRANT
DB: Ishpeming

REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
PERIOD ENDING 07/31/2026

Page: 1/9

8(a)

GL NUMBER	DESCRIPTION	YTD BALANCE	ACTIVITY FOR
		07/31/2026	MONTH 07/31/2026
		NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 101 - GENERAL FUND			
TAX REVENUE		1,973,117.58	3,517.92
LICENSES & PERMITS		44,532.25	4,850.00
STATE GRANTS		91,719.29	23,290.05
STATE REVENUE		350,928.70	12.90
FINES & FORFEITS		33,026.88	3,581.97
CHARGES FOR SERVICES		646,919.93	41,619.78
SALE OF FIXED ASSETS		135,969.00	969.00
CONTRIBUTIONS		12,941.86	44.90
INTEREST & RENTS		21,378.52	0.00
LAND SALE & LEASES		1,561.84	0.00
REIMBURSEMENTS & INSURANCE PROCEEDS		30,473.76	147.25
Unclassified		17,577.69	17,577.69
TOTAL REVENUES		3,360,147.30	95,611.46
PERSONNEL SERVICES		1,966,858.59	258,488.47
EQUIPMENT & SUPPLIES		242,861.43	37,116.28
UTILITIES		136,228.17	21,690.31
OTHER SERVICES		93,836.84	2,412.73
PROFESSIONAL AND CONTRACT SERVICES		176,348.82	39,599.64
REPAIRS AND MAINTENANCE		64,258.25	3,274.43
LIABILITY INSURANCE		45,616.54	0.00
EQUIPMENT RENTALS		9,920.14	0.00
DEBT SERVICE		301,153.25	0.00
TOTAL EXPENDITURES		3,037,082.03	362,581.86
Fund 101 - GENERAL FUND:			
TOTAL REVENUES		3,360,147.30	95,611.46
TOTAL EXPENDITURES		3,037,082.03	362,581.86
NET OF REVENUES & EXPENDITURES		323,065.27	(266,970.40)
BEG. FUND BALANCE		214,182.73	
END FUND BALANCE		537,248.00	

08/13/2026 05:01 PM
User: GRANT
DB: Ishpeming

REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
PERIOD ENDING 07/31/2026

Page: 2/9

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 202 - MAJOR STREETS			
	STATE REVENUE	431,616.34	72,188.18
	INTEREST & RENTS	7,453.37	0.00
	TOTAL REVENUES	439,069.71	72,188.18
	PERSONNEL SERVICES	245,154.64	20,273.38
	EQUIPMENT & SUPPLIES	63,641.39	1,178.93
	PROFESSIONAL AND CONTRACT SERVICES	377.16	0.00
	EQUIPMENT RENTALS	257,490.49	3,553.97
	DEBT SERVICE	27,508.00	0.00
	TOTAL EXPENDITURES	594,171.68	25,006.28
Fund 202 - MAJOR STREETS:			
	TOTAL REVENUES	439,069.71	72,188.18
	TOTAL EXPENDITURES	594,171.68	25,006.28
	NET OF REVENUES & EXPENDITURES	(155,101.97)	47,181.90
	BEG. FUND BALANCE	652,933.02	
	END FUND BALANCE	497,831.05	

08/13/2026 05:01 PM
User: GRANT
DB: Ishpeming

REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
PERIOD ENDING 07/31/2026

Page: 3/9

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 203 - LOCAL STREETS			
	STATE REVENUE	151,648.01	25,880.60
	INTEREST & RENTS	4,916.29	0.00
	TOTAL REVENUES	156,564.30	25,880.60
	PERSONNEL SERVICES	218,742.14	14,049.11
	EQUIPMENT & SUPPLIES	25,711.49	1,178.93
	PROFESSIONAL AND CONTRACT SERVICES	2,000.00	0.00
	EQUIPMENT RENTALS	207,643.52	1,536.10
	DEBT SERVICE	34,343.00	0.00
	TOTAL EXPENDITURES	488,440.15	16,764.14
Fund 203 - LOCAL STREETS:			
	TOTAL REVENUES	156,564.30	25,880.60
	TOTAL EXPENDITURES	488,440.15	16,764.14
	NET OF REVENUES & EXPENDITURES	(331,875.85)	9,116.46
	BEG. FUND BALANCE	605,850.76	
	END FUND BALANCE	273,974.91	

User: GRANT

DB: Ishpeming

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 248 - DDA			
	TAX REVENUE	359,223.78	4,931.22
	CONTRIBUTIONS	50.00	0.00
	INTEREST & RENTS	10,075.17	0.00
	TOTAL REVENUES	369,348.95	4,931.22
	PERSONNEL SERVICES	38,928.02	7,495.82
	EQUIPMENT & SUPPLIES	23,043.01	647.01
	OTHER SERVICES	11,330.49	4,340.30
	PROFESSIONAL AND CONTRACT SERVICES	29,006.57	45.00
	EQUIPMENT RENTALS	172.64	0.00
	DEBT SERVICE	140,215.00	0.00
	TOTAL EXPENDITURES	242,695.73	12,528.13
Fund 248 - DDA:			
	TOTAL REVENUES	369,348.95	4,931.22
	TOTAL EXPENDITURES	242,695.73	12,528.13
	NET OF REVENUES & EXPENDITURES	126,653.22	(7,596.91)
	BEG. FUND BALANCE	887,112.18	
	END FUND BALANCE	1,013,765.40	

User: GRANT

PERIOD ENDING 07/31/2026

DB: Ishpeming

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026		ACTIVITY FOR MONTH 07/31/2026	
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)
Fund 401 - PUBLIC IMPROVEMENT FUND					
	TAX REVENUE		616,455.25		0.00
	STATE GRANTS		1,394,192.00		894,192.00
	INTEREST & RENTS		8,686.29		0.00
	TOTAL REVENUES		2,019,333.54		894,192.00
	EQUIPMENT & SUPPLIES		946,231.24		3,662.68
	PROFESSIONAL AND CONTRACT SERVICES		316,934.48		33,544.00
	EQUIPMENT RENTALS		33,080.06		0.00
	DEBT SERVICE		43,515.00		0.00
	TRANSFERS OUT		6,000.00		0.00
	TOTAL EXPENDITURES		1,345,760.78		37,206.68
Fund 401 - PUBLIC IMPROVEMENT FUND:					
	TOTAL REVENUES		2,019,333.54		894,192.00
	TOTAL EXPENDITURES		1,345,760.78		37,206.68
	NET OF REVENUES & EXPENDITURES		673,572.76		856,985.32
	BEG. FUND BALANCE		(132,106.38)		
	END FUND BALANCE		541,466.38		

User: GRANT

DB: Ishpeming

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026		ACTIVITY FOR MONTH 07/31/2026	
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)
Fund 590 - SEWER FUND					
	FINES & FORFEITS		17,391.50		2,827.39
	CHARGES FOR SERVICES		1,013,764.03		173,075.40
	INTEREST & RENTS		45,126.03		0.00
	TOTAL REVENUES		1,076,281.56		175,902.79
	PERSONNEL SERVICES		232,930.51		42,768.60
	EQUIPMENT & SUPPLIES		27,714.39		10,963.27
	UTILITIES		10,555.45		631.84
	PROFESSIONAL AND CONTRACT SERVICES		735,922.17		75,842.11
	REPAIRS AND MAINTENANCE		3,240.82		1,438.47
	LIABILITY INSURANCE		43,889.76		0.00
	EQUIPMENT RENTALS		34.33		0.00
	DEBT SERVICE		69,463.55		0.00
	TOTAL EXPENDITURES		1,123,750.98		131,644.29
Fund 590 - SEWER FUND:					
	TOTAL REVENUES		1,076,281.56		175,902.79
	TOTAL EXPENDITURES		1,123,750.98		131,644.29
	NET OF REVENUES & EXPENDITURES		(47,469.42)		44,258.50
	BEG. FUND BALANCE		18,780,061.61		
	END FUND BALANCE		18,732,592.19		

08/13/2026 05:01 PM
User: GRANT
DB: Ishpeming

REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
PERIOD ENDING 07/31/2026

Page: 7/9

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 591 - WATER FUND			
STATE GRANTS		72,843.75	0.00
FINES & FORFEITS		24,699.59	4,071.50
CHARGES FOR SERVICES		1,449,377.79	255,369.17
INTEREST & RENTS		20,731.06	0.00
TOTAL REVENUES		1,567,652.19	259,440.67
PERSONNEL SERVICES		476,463.48	104,248.72
EQUIPMENT & SUPPLIES		90,284.32	31,332.05
UTILITIES		31,806.81	4,460.81
OTHER SERVICES		3,084.00	3,084.00
PROFESSIONAL AND CONTRACT SERVICES		933,090.57	454,917.23
REPAIRS AND MAINTENANCE		5,577.37	3,775.02
LIABILITY INSURANCE		38,403.54	0.00
EQUIPMENT RENTALS		52,239.26	25,813.43
DEBT SERVICE		133,926.31	77,820.00
TOTAL EXPENDITURES		1,764,875.66	705,451.26
Fund 591 - WATER FUND:			
TOTAL REVENUES		1,567,652.19	259,440.67
TOTAL EXPENDITURES		1,764,875.66	705,451.26
NET OF REVENUES & EXPENDITURES		(197,223.47)	(446,010.59)
BEG. FUND BALANCE		18,270,204.79	
END FUND BALANCE		18,072,981.32	

User: GRANT

DB: Ishpeming

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 596 - GARBAGE/RECYCLE			
	FINES & FORFEITS	7,057.42	1,235.39
	CHARGES FOR SERVICES	523,919.36	96,441.52
	INTEREST & RENTS	9,306.07	0.00
TOTAL REVENUES		540,282.85	97,676.91
	PERSONNEL SERVICES	12,170.87	2,670.97
	EQUIPMENT & SUPPLIES	8,163.29	2,663.29
	UTILITIES	2,495.47	149.10
	PROFESSIONAL AND CONTRACT SERVICES	449,629.76	94,769.88
	LIABILITY INSURANCE	4,114.66	0.00
TOTAL EXPENDITURES		476,574.05	100,253.24
Fund 596 - GARBAGE/RECYCLE:			
TOTAL REVENUES		540,282.85	97,676.91
TOTAL EXPENDITURES		476,574.05	100,253.24
NET OF REVENUES & EXPENDITURES		63,708.80	(2,576.33)
BEG. FUND BALANCE		661,433.38	
END FUND BALANCE		725,142.18	

08/13/2026 05:01 PM
User: GRANT
DB: Ishpeming

REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
PERIOD ENDING 07/31/2026

Page: 9/9

GL NUMBER	DESCRIPTION	YTD BALANCE 07/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2026 INCREASE (DECREASE)
Fund 732 - POLICE & FIRE RETIREMENT			
TAX REVENUE		322,148.61	0.00
CONTRIBUTIONS		29,212.78	5,455.33
INTEREST & RENTS		524,006.94	(27,304.62)
TOTAL REVENUES		875,368.33	(21,849.29)
PERSONNEL SERVICES		300,656.93	41,304.10
PROFESSIONAL AND CONTRACT SERVICES		24,012.01	8,228.46
TOTAL EXPENDITURES		324,668.94	49,532.56
Fund 732 - POLICE & FIRE RETIREMENT:			
TOTAL REVENUES		875,368.33	(21,849.29)
TOTAL EXPENDITURES		324,668.94	49,532.56
NET OF REVENUES & EXPENDITURES		550,699.39	(71,381.85)
BEG. FUND BALANCE		6,001,003.30	
END FUND BALANCE		6,551,702.69	
TOTAL REVENUES - ALL FUNDS		10,404,048.73	1,603,974.54
TOTAL EXPENDITURES - ALL FUNDS		9,398,020.00	1,440,968.44
NET OF REVENUES & EXPENDITURES		1,006,028.73	163,006.10
BEG. FUND BALANCE - ALL FUNDS		45,940,675.39	
END FUND BALANCE - ALL FUNDS		46,946,704.12	



ROOTED IN COMMUNITY.
FUELED BY ADVENTURE.

8(b)

DPW Director's Report
Council Meeting – August 19, 2026

1. Operational and Administrative Updates

- Held daily meetings with DPW Foreman
- Attended weekly meeting with City Manager
- Attended biweekly meeting with members of the DDA
- Attended recurring Parks & Rec Commission meeting
- Attended recurring Cemetery Board meeting
- Attended weekly progress meetings with both construction companies working on water projects
 - i. Met with contractors on site to discuss the most effective replacement of road asphalt and sidewalk/curb at project ends
- Conducted scheduling and surveying efforts for blight reduction project
- Improved City of Ishpeming Engineering Standards of Streets, Storm Drainage Systems, and Road-Side Appurtenances" document
- Investigated grant opportunities to acquire new DPW equipment
- Added to DPW Foreman job descriptions; adjusted responsibilities of water/sewer foreman and streets foreman to reflect organizational changes due to new State level Sanitary Sewer regulations.
- Worked with FEMA to secure reimbursement of emergency pumping and washout damage from April flooding event
- Evaluated DPW fees & updates on City Fee Schedule
- Attended Forging Futures meetings to ensure DPW efforts align with proposed changes to Bruce Asgaard Park

Short-term Rental Summary

August 14, 2026

Process:

- Documents drafted:
 1. Application/registration
 2. Inspection form (rental and fire)
 3. Initial application/registration letter
 4. Inspection letter
 5. Fire Inspection placard/information
 6. Permit
 7. Tracking spreadsheet
 8. Schedule (Included with long-term schedule)
- All initial registration letters sent with a copy of the inspection form
- Files created electronically and filed in Code registration/File Folders by Street
(Containing all correspondence created/received electronically)
- Files created containing all correspondence for hard copies/filed in rental property file cabinets
in Rental Inspection office
(Contains handwritten Applications/receipts for payment etc.)
- Tracking form created indicating all property information/status updates
- Inspections/process integrated into normal workflow for long-term rentals

Stats:

- Short-term rentals identified: 24
- Additional self-registered: 4
- 28 Total**
- Inspections completed/scheduled: 18/28
- Existing rental properties/inspected: 4/28
- Properties for sale: 1/28
- No response: 5/28

Notes:

1. Approximately half of the STR units identified in the original report responded and submitted the required application. A few units have already registered as rentals and are compliant with current rental inspection requirements. Several additional units self-reported after social media posts about the new STR policy.
2. By August 31, 2026, all properties owners that have complied, will have had properties inspected and sent to FD for the fire inspection.
3. A permit will be issued for these units once the Fire Inspector provides the signed inspection form. The permit will then be posted on the building, providing local contact numbers; etc

STR Inventory List		August 2026		Permit Iss.									
STR Address	Tax ID #	Owner	Owner St. Address	City, State, Zip	Platform	Listing Name	App Sent	App Rec'd	Insp Ltr Sent	Insp Date Set	Inspected	Fire Insp	Permit Iss.
624 Park St	52-51-303-571-00	Michael & Jenna Robare	624 Park St	Ishpeming, MI 49849	Airbnb	Park St Retreat	X	X	X	X	X		
115 Arch St	52-51-250-158-00	Jill Valero	545 Joquels St.	Laurium, MI 49913	Airbnb	Nick's Backyard Bluff	X	NO RESPONSE					
313 Oak St	52-51-250-137-60	Courtney Folsie	313 Oak St.	Ishpeming, MI 49849	Airbnb	Latitude Adjustment	X	X	X	X	X		
303 N Maple St	52-51-250-010-00	George & Sarah Kapitiz	2326 Pristine Ln.	Green Bay, WI 54313	Airbnb	Maple House	X	X	X	X	X		
606 N 5th St	52-51-208-002-00	Michael Remilong	121 Snowfield Rd.	Negaunee, MI 49866	Airbnb	ATV Snowmobile Trail	X	NO RESPONSE					
320 E Ridge St	52-51-300-023-00	DK Properties of LP LLC	108 Sunset Dr.	Negaunee, MI 49855	Airbnb	The Upper on Ridge	X	ALREADY RENTAL	X	X	X		
320 E Ridge St	52-51-300-023-00	DK Properties of LP LLC	108 Sunset Dr.	Negaunee, MI 49855	Airbnb	The Ridge Retreat	X	ALREADY RENTAL			X		
300 E Pearl St	52-51-050-064-00	Spencer McGee	8319 Minnesota Ln.	Austin, TX 78745	Airbnb	The Black Pearl: A Pirate Hideaway	X	X	X	X			
118 E Pearl St	52-51-050-047-00	West Ventures LLC	19411 Copper Ridge Rd.	Houghton, MI 49931	Airbnb	West End Stay and Play: Upper #1	X	ALREADY RENTAL			X		
118 E Pearl St	52-51-050-047-00	West Ventures LLC	19411 Copper Ridge Rd.	Houghton, MI 49931	Airbnb	West End Stay and Play: Front Unit	X	ALREADY RENTAL			X		
401 Marquette St	52-51-350-005-00	Capital Investment Properties LLC	1607 Sandstone Ln.	Howards Grove, WI 53083	Airbnb	Cory house in Ishpeming	X	NO RESPONSE					
207 Zoberlein St	52-51-350-056-00	207 Zoberlein LLC	1114 S Monroe Ave	Green Bay, WI 54313	Airbnb	Revolve Haus	X	X	X	X			
265 Hill St	52-51-350-164-00	Daniel Memory	2211 Witchville Ln.	Lake Villa, IL 60046	Airbnb	Hill Street House- Lower Unit	X	X	X	X	X		
265 Hill St	52-51-350-164-00	Daniel Memory	2211 Witchville Ln.	Lake Villa, IL 60046	Airbnb	Hill Street House- Upper Unit	X	X	X	X	X		
519 N 1st St.	52-51-250-038-00	Matthew Loos & Krystan Beaumont	519 N 1st St.	Ishpeming, MI 49849	Airbnb	Funky, Fido-friendly flat	X	X	X	X	X		
305 Hazel St	52-51-558-004-00	Ryan & Taylor Bischof	305 Hazel St	Ishpeming, MI 49849	Airbnb	Cory house with lake view near Mt	X	X	X	X			
173 Cliff St	52-51-558-014-00	Robert & Darla Borlace Trustees	116 Sherman St.	Negaunee, MI 49866	Airbnb	Lake Bancroft Cottage	X	X	X	X			
157 W Superior St	52-51-556-043-00	Debbie Leaf	157 W Superior St	Ishpeming, MI 49849	Airbnb	Superior Street Stay and Play	X	NO RESPONSE					
312 S 3rd St	52-51-300-107-00	Daniel Memory	2211 Witchville Ln.	Lake Villa, IL 60046	Airbnb	House on 3rd, Upper Unit	X	X	X	X	X		
312 S 3rd St	52-51-300-107-00	Daniel Memory	2211 Witchville Ln.	Lake Villa, IL 60046	Airbnb	House on 3rd, Lower Unit	X	X	X	X	X		
716 Bank St	52-51-305-053-00	Joseph Johnson & Silva Deanna	1550 Aspen	Ishpeming, MI 49849	Airbnb	Home away from home	X	X	X	X	X		
132 S Angeline St	52-51-563-023-00	Patricia Smith	132 S Angeline St	Ishpeming, MI 49849	Airbnb	The lions Den	X	NO RESPONSE					
1025 Country Lane	52-51-704-004-32	Sipco LLC	400 Spruce St.	Ishpeming, MI 49849	Vrbo	GREAT LOCATION!! Beautiful new constr	X	X	X	X	X		
1025 Country Lane	52-51-704-004-32	Sipco LLC	400 Spruce St.	Ishpeming, MI 49849	Vrbo	GREAT LOCATION!! Beautiful new constr	X	X	X	X	X		
832 N Main St.	52-51-250-185-00	Behrens, Kristina and Adam, Antonio	PO Box 182	Marquette, MI 49855	Self register		X	X	X	X			
493 Jasper St	52-51-350-091-00	Oliver, Melanie/Superior	493 Jasper	Ishpeming, MI 49849	Self register	CURRENTLY FOR SALE-HOLD	X	FOR SALE					
100 E Barnum St	52-51-101-001-00	Anderson/peterson Investments	130 Mitchell Rd	Negaunee, MI 49866	Self register	Mather Inn	X	2	X	X	X		
100 E Barnum St	52-51-101-001-00	Anderson/peterson Investments	130 Mitchell Rd	Negaunee, MI 49866	Self register	Mather Inn	X	X	X	X	X		

NOTE: ANNUAL \$50 RENEWAL DUE SEPT 1, 2027 FOR ALL UNITS

RENTAL INSPECTIONS
AUGUST 2026



REGIS#	TAX ID#	DATE	ADDRESS	UNIT	PASS DATE	INSP CERT #	OWNER	ISSUES NOTED
105	52-51-350-028-00	8/4/2026	645 E DIVISION ST	1	8/4/2026	085-26	9 PROPERTIES	
104	52-51-350-028-01	8/4/2026	659 E DIVISION ST	1	8/4/2026	086-26	9 PROPERTIES	
187	52-51-900-124-00	8/11/2026	223 W RIDGE ST	1B	8/11/2026	087-26	MALMSTEN	
187	52-51-900-124-00	8/11/2026	223 W RIDGE ST	3B	8/11/2026	088-26	MALMSTEN	
187	52-51-900-124-00	8/11/2026	223 W RIDGE ST	4B	8/11/2026	089-26	MALMSTEN	
187	52-51-900-124-00	8/11/2026	223 W RIDGE ST	5B	8/11/2026	090-26	MALMSTEN	
187	52-51-900-124-00	8/11/2026	223 W RIDGE ST	12	8/11/2026	091-26	MALMSTEN	
187	52-51-900-124-00	7/17/2023	223 W RIDGE	11	8/11/2026	092-26	MALMSTEN	
187	52-51-900-124-00	7/17/2023	223 W RIDGE	2B	8/11/2026	093-26	MALMSTEN	
364	52-51-213-011-00	8/18/2026	426 E HIGH		8/18/2026	094-26	KLUMB, JIM	
278	52-51-370-015-00	8/18/2026	609 W DIVISION	1	8/18/2026	095-26	BARRETT	
278	52-51-370-015-00	8/18/2026	609 W DIVISION	2	8/18/2026	097-26	BARRETT	
278	52-51-370-015-00	8/18/2026	609 W DIVISION	4	8/18/2026	098-26	BARRETT	
181	52-51-572-010-00	8/19/2026	139 EXCELSIOR		8/19/2026	099-26	NIEMI	
291	52-51-900-269-00	8/19/2026	363 W JOHNSON	4	8/19/2026	100-26	NIEMI	RESCHED FROM JULY
335		TBD	220 PEARL				CODY	
308	52-51-107-009-00	TBD	107 W RIDGE	A			KORSMAN	RESCHED FROM JULY
308	52-51-107-009-00	TBD	107 W RIDGE	B			KORSMAN	RESCHED FROM JULY
221	52-51-370-017-00	8/6/2026	612 W DIVISION ST	1	8/6/2026	101-26	GERDING	FREEMAN COMPLAINT/PD
SHORT-TERM RENTALS								
9004	52-51-250-010-00	8/4/2026	303 N MAPLE	UPPER	8/4/2026	9004-26	KAPITZ	STR
9018	52-51-305-053-00	8/12/2026	716 BANK ST		8/12/2026	9018-26	JOHNSON	STR
9010	52-51-350-056-00	8/26/2026	207 ZOBERLEIN		8/26/2026	9010-26	RABER	STR
9001	52-51-303-571-00	8/18/2026	624 PARK		8/18/2026	9001-26	ROBARE	STR
9014	52-51-250-038-00	8/10/2026	519 N 1ST	LOWER	8/6/2026	9014-26	LOOS/BEAUMONT	STR
9022	52-51-250-185-00	8/25/2026	832 N MAIN		8/25/2026	9022-26	BEHRENS/ADAN	STR
9020	52-51-704-004-32	8/3/2026	1025 COUNTRY LANE		8/3/2026	9020-26A	SIPSCO	STR
9020	52-51-704-004-32	8/3/2026	1025 COUNTRY LANE		8/3/2026	9020-26B	SIPSCO	STR
9011	52-51-300-107-00	8/3/2026	312 S 3RD		8/3/2026	9011-26	MEMORY	STR
9012	52-51-350-164-00	8/3/2026	265 HILL ST		8/3/2026	9012-26	MEMORY	STR
9021	52-51-704-004-32	8/3/2026	100 E BARNUM		8/3/2026	9021-26	ANDERSON/PETERSON	STR
9023	52-51-704-004-32	8/3/2026	100 E BARNUM		8/3/2026	9021-26	ANDERSON/PETERSON	STR
9020	52-51-704-004-32	8/5/2026	1025 COUNTRY LANE		8/5/2026	9020-26	SIPSCO LLC	STR
9006	52-51-300-23-00	8/5/2026	320 E RIDGE		8/5/2026	9006-26	DK PROPERTIES UP LLC	STR
9013	52-51-350-091-00	8/5/2026	493 JASPER		8/5/2026	9013-26	SUPERIOR VACATION RENTALS LLC	STR
9015	52-51-558-004-00	8/24/2026	305 HAZEL		8/24/2026	9015-26	BISCHOF, TAYLOR	STR
9007	52-52-050-064-00	8/24/2026	300 E PEARL		8/24/2026	9007-26	MCGEE/VIAL	STR



PARADE PERMIT APPLICATION FORM

11(a)(iii)

I, Elizabeth Firby, an official representative of (Name of Organization)
Ishpeming High School

hereby make application to conduct a parade on (date) 10/02/20. It will begin at
10:00pm and end at 10:30pm.

The parade will form at (location) outside of school on Pearl Street

Line of march will be as follows (List Streets and Directions). North on Third
Street to Cleveland Avenue, West on Cleveland
Avenue to First Street, North on First Street to
Empire Street, West on Empire Street to the
Football Field

I wish to have parking restricted on the following streets: Pearl Street,
between Second and Fourth Streets

I wish to have the following intersections blocked: Cleveland/Third, Cleveland/Second,
First @ Cleveland, Bank, Hematite, Canda, Euclid, Ely, High, Arch,
& Empire

Estimated number of units to be in the parade: 10

Equestrian (horse) units: 0

Number of people provided to monitor the parade: 8

We understand that the parade route, parking restrictions, and street intersections to be blocked are subject to review and approval by officials of the City. It is also understood that the assignment of City personnel will be subject to review by the proper City officials.

I, hereby, assume full responsibility for the conduct of this parade.

Signature of Applicant: Elizabeth Firby

APPROVED BY:

Chief of Police: _____ City Clerk: _____

PURCHASE AGREEMENT

This Purchase Agreement (the “Agreement”) is made effective as of May 15, 2026 (the “Effective Date”) and is entered into by and between:

The Cleveland-Cliffs Iron Company (“CCIC”), an Ohio corporation, whose address is 200 Public Square, Suite 3300, Cleveland, OH 44114,

AND

City of Ishpeming (“City”), a Michigan municipal corporation, whose address is 100 E. Division Street, Ishpeming, MI 49849.

CCIC and City are collectively referred to herein as the “Parties” and each as a “Party”.

EXHIBITS

The following exhibits (including exhibits of exhibits) are attached hereto and are made a part of this Agreement:

Exhibit A The Property

Exhibit B CCIC Reserved Easements, Rights, and Interests and its **Exhibits B-1 through B-3** related to Reserved Easements

Exhibit C Additional Deed Provisions

RECITALS

A. CCIC is a mining company that is over 175 years old and it, and its affiliated companies, has owned and continues to own a vast amount of land in the City of Ishpeming and the City of Negaunee, Marquette County, Michigan, over that history.

B. This Agreement is for the purchase and sale of that certain real property, together with any and all mineral rights and interests on and under the real estate (except as otherwise set forth on **Exhibit A**), all Underground Workings (defined below), and all Appurtenant Rights (defined below) (including Existing Leases, as defined below), in each case to the extent owned by CCIC and to the extent transferable, as set forth on **Exhibit A**, EXCEPT for, and as modified by, the Exceptions (as set forth in **Exhibit A**) and the Encumbrances (defined in **Exhibit A**) (collectively, the “Property”).

C. For the avoidance of doubt, CCIC is excepting, reserving and retaining certain Reserved Easements, Rights, and Interests (defined in **Exhibit B**), which are for the benefit of CCIC and their affiliates.

D. The Quitclaim Deeds (defined below) will contain certain Additional Deed Provisions regarding assumption of liability, waiver and release of claims, and indemnification as specified in Exhibit C.

E. The Property also includes certain Records (defined below) related to parcels of land within the Property. The sole discretion as to which Records to transfer to City remains with CCIC and no adjustments to the Purchase Price will be made if any Records are lost, destroyed, or otherwise not transferred to City after or through the Closing.

AGREEMENT

NOW, THEREFORE, in consideration of the understandings and agreements set forth herein, including the recitals which are incorporated by reference, the Purchase Price (defined below), and other good and valuable consideration, the Parties agree as follows:

1. The Property.

(a) CCIC agrees to sell, and City agrees to buy, the Property EXCEPT FOR the Exceptions (as set forth in Exhibit A) and SUBJECT TO the Encumbrances (defined in Exhibit A). The Property is being sold by quitclaim of CCIC's interest in the Property. For the avoidance of doubt, the Property includes, to the extent owned by CCIC and transferable, all Underground Workings and all Appurtenant Rights (including Existing Leases). The Parties acknowledge that the Property is conveyed by quitclaim only and SUBJECT TO the Encumbrances and Exceptions, which include the Existing Leases. City shall accept title to the Property subject to and burdened by the Existing Leases, and all of CCIC's assignable interests therein shall be assigned to City at Closing as provided herein. CCIC shall remove all items of personal property not included in the sale from the Property by the Closing (defined below).

(b) For the purposes of this Agreement,

i. "Existing Leases" means all leases, subleases, licenses, occupancy agreements, mineral leases, surface use agreements, and similar use rights affecting or appurtenant to the Property, to the extent owned by CCIC and transferable;

ii. "Underground Workings" means, without limitation, all existing mine shafts, adits, declines, raises, drifts, stopes, haulage ways, tunnels, voids, pits, subsidence areas, waste piles, tailings, stockpiles, and related structures or improvements, whether known or unknown, on, under, or affecting the Property; and

iii. "Appurtenant Rights" means all of CCIC's right, title, and interest, to the extent transferable, in and to the Existing Leases and all easements, licenses, rights of way, water rights, permits, approvals, privileges, and appurtenances of any kind benefiting or burdening the Property.

2. **Purchase Price.** Payment of the Purchase Price is an obligation of City. The **"Purchase Price"** of the Property shall be the total sum of Two Hundred and Thirty-Nine Thousand Seven Hundred and Fifty-Three Dollars and No Cents (\$239,753.00), which shall be paid as follows:

- a. An **"Earnest Money Deposit"** in the amount of Twenty Thousand Dollars and No Cents (\$20,000.00) to be held in escrow by an escrow company of CCIC's choosing (the **"Escrow Company"**), which shall be delivered to said Escrow Company within three (3) business days of CCIC signing this Agreement, which shall be applied against the Purchase Price at Closing; and
- b. The remaining sum of Two Hundred Nineteen Thousand Seven Hundred Fifty Three Dollars and No Cents (\$219,753.00) at Closing.

3. **Mode of Payment.** All payments required under the terms of this Agreement shall be made by wire transfer of immediately available funds.

4. **Conveyance.** Conveyance of the Property shall be by execution of a quitclaim deed (the **"Quitclaim Deed"**) from CCIC to the City. The Quitclaim Deed shall be executed at Closing by CCIC. The form of the Quitclaim Deed shall be approved by the Parties and shall include, among other provisions, the Exceptions, the Encumbrances, the Additional Deed Provisions, and the following provisions:

(a) "Statement in compliance with MCL 560.261: A Notice Related to Access is attached as Exhibit ____." and in a separate exhibit, **"NOTICE RELATED TO ACCESS:** Grantor makes no representations or warranties regarding any roads and leaves City with the obligation to examine, inspect, and become thoroughly familiar with the access issues itself for its own purposes. Therefore, Grantor informs City that the Property, or a portion thereof, conveyed pursuant to the attached Quitclaim Deed may not have access to a public road required to be maintained by the Board of County Road Commissioners. This Notice is given as required by Section 261 of Act 288 of the Public Acts of 1967, MCL 560.261."

(b) "Grantor does not make any warranties of title to the Property, including but not limited to, warranties of seisin, quiet enjoyment, right to convey, and free from encumbrances."

(c) "Statement in accordance with MCL 560.109(3): With regard to the transfer of entire parent parcels within the Property, Grantor grants to City the right to make all division(s) under Section 108 of the Land Division Act, 1967 PA 188, MCL 560.108. For all other parcels within the Property, Grantor grants to City the right to one-half of all remaining division(s) under Section 108 of the Land Division Act, 1967 PA 188, MCL 560.108."

(d) "Statement in accordance with MCL 560.109(4): The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture

and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.”

(e) “This conveyance is not intended, and shall not be interpreted, to result in the creation of an easement over Grantor’s other lands by implied grant, necessity, estoppel, or any other legal theory.”

5. **Approvals.** CCIC’s obligations under this Agreement are contingent upon CCIC successfully having obtained any desired Approvals (defined below) from third parties (the “**Approval Parties**” and each an “**Approval Party**”) within 180 days of the Effective Date (the “**Approval Period**”). Prior to Closing and, if necessary, after Closing, City shall work with CCIC to obtain from the Approval Parties any and all consents or approvals (the “**Approvals**” and each an “**Approval**”) to transfer the Property, or any portion thereof, that CCIC deems necessary or convenient to complete the transaction contemplated by this Agreement, including, without limitation, obtaining Approval from the State of Michigan and/or the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or any other appropriate department and/or governmental authority related to transferring any portion of the Property affected by

(a) the Consent Judgment dated October 26, 1984, between the Department of Natural Resources and CCIC in the Marquette County Circuit Court Case No. 82-14767, as amended by a modification on August 4, 1992, an Amendment to Consent Judgment entered on November 7, 2006, and a Consent Order Concerning Status of Ongoing Obligations Under, and Other Supplements to, The Deer Lake Consent Judgment as Amended, entered on October 29, 2018 (collectively, the “**Deer Lake Consent Decree**”); and

(b) the (i) Cedar Lake Access Site and Road Easement Agreement dated January 8, 2007, between CCIC and the State of Michigan, and recorded on July 1, 2008 as Document No. 2008R-07115, Marquette County Register of Deeds (“**Cedar Lake Agreement**”); and (ii) the Lake Sally Access Site and Road Easement Agreement dated January 8, 2007, between CCIC and the State of Michigan, and recorded on July 1, 2008 as Document No. 2008R-07118, Marquette County Register of Deeds (“**Lake Sally Agreement**”), which Approvals may include the negotiation and execution of a conservation easement between CCIC and the State of Michigan and/or EGLE, a form of which is set forth in Exhibit Z of the Deer Lake Consent Decree, prior to Closing.

CCIC represents that it shall utilize good faith efforts to obtain any needed or desired Approvals within the Approval Period. If CCIC cannot obtain the Approvals within the Approval Period, the City may terminate this Agreement or the Parties may agree to extend the Approval Period and Closing Date. If this Agreement is terminated, then the Earnest Money Deposit shall be returned to City and there shall be no further rights, obligations or liabilities between the Parties, except for those rights, obligations and liabilities of the Parties that survive the termination of this Agreement in accordance with the terms hereof.

6. **Approval Party Releases.** As provided in this Agreement and under the Additional Deed Provisions, City will assume all liabilities and responsibility for the Property. In conjunction

with seeking the Approvals from the Approval Parties (such as EGLE with respect to the Deer Lake Consent Judgment as discussed above), CCIC for itself, and all affiliated entities, has the right to demand that all Approvals come with the Approval Party releasing CCIC of, and from, all liability, guarantees, and responsibilities for the Property (the “**Approval Party Releases**”). The Approval Party Releases may include, where applicable, consents to the assignment and assumption of Existing Leases and Appurtenant Rights and acknowledgments that CCIC is released from any further liability thereunder, with City replacing CCIC as the responsible party. The intent of this provision is to have City completely replace CCIC, and its affiliated entities, with respect to all liabilities, guarantees, and responsibilities associated with the Property.

7. **Title Examination/Inspection.** From the Effective Date and continuing for ninety (90) days (the “**Due Diligence Period**”), City and its representatives shall have access to certain Records related to the Property that CCIC has in its possession subject to the terms of the Confidentiality Agreement between CCIC and the City dated June 4, 2025 (the “**NDA**”). However, given the size of the Property, CCIC makes no representation or warranty related to these Records. The Parties expressly acknowledge and agree that City has the right, at any time prior to expiration of the Due Diligence Period, for any reason or no reason at all, to terminate this Agreement by written notice to CCIC. Upon such termination, the Earnest Money Deposit shall be delivered to CCIC, whereupon there shall be no further rights, obligations or liabilities between the Parties under this Agreement, except for those rights, obligations, and liabilities of the Parties that survive the termination of this Agreement in accordance with the terms hereof. If City fails, prior to expiration of the Due Diligence Period, to provide written notice of its election to terminate this Agreement, then City shall be deemed to have elected to proceed to Closing, subject to any other right to terminate hereunder.

During the Due Diligence Period, CCIC agrees to reasonably cooperate with City in terms of inspections related to the Property with the following understandings: that no environmental testing beyond a non-intrusive Phase I Environmental Site Assessment will be permitted; and that access to the surface of certain parcels within the Property may require the consent of third parties and may be restricted, for safety reasons in accordance with mining regulations, or for other reasons. CCIC reserves the right to refuse inspections or to condition inspections on certain requirements such as being accompanied by representatives of CCIC or complying with MSHA requirements or other safety requirements. City will coordinate said inspections with CCIC. City shall indemnify, defend and hold CCIC harmless for, from and against any and all claims, liabilities, causes of action, damages, liens, losses and expenses (including, without limitation, attorneys’ fees and costs) for injuries to persons or damage to the Property incident to, resulting from, or in any way arising out of, any of City’s and City’s agents’, contractors’ or representatives’ inspection activities on the Property. This indemnity obligation shall survive indefinitely.

If City desires title insurance with respect to surface interests, City may procure and obtain a title commitment and said title insurance at its own expense. However, CCIC is under no obligation to cure title issues, if any, or extend the Due Diligence Period. Moreover, CCIC will not execute an Owner’s Affidavit nor otherwise make further representations or warranties beyond any specified in this Agreement.

8. **Title, Disclaimer, Waiver, and As Is Clause.** Any documents, records, maps, surveys, plans, specifications, reports, studies, deeds, title opinions, title histories, title reports, letter regarding title matters, corporate histories, and information in any form (collectively, the "Records") made available to City by CCIC (or their agents or representatives including their attorneys and title companies hired thereby) are provided as information only. CCIC, and its agents or representatives, have not made, do not make, and have not authorized anyone else to make, any representations as to any matter concerning the Property and/or the Records including but not limited to: (a) the existence or non-existence of access to or from the Property or any portion thereof; (b) the number of acres in the Property; (c) the location, volume, type, condition, or quality of minerals on the Property; (d) the location of the Property or any portion thereof within any floodplain, flood prone area, watershed, or the designation of any portion of the Property as "wetlands"; (e) the availability and/or location of railroad, water, sewer, electrical, gas, or other utility services; (f) the environmental conditions or requirements of the Property; (g) the condition and/or location of any fence, shaft, underground workings, fill, pit, stockpile, building, structure, or improvement on the Property; (h) the suitability of the Property for any construction or development including mining; (i) the current or projected income or expense of the Property; or (j) any other matters related to the Records, the Property, mining, and/or mineral exploration.

THE PARTIES HEREBY EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, RELATING TO THE PROPERTY, THE RECORDS, OR ANY MATTERS PERTAINING TO THE PROPERTY OR THE RECORDS, OR THE CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.

City expressly acknowledges that CCIC, and its agents or representatives, has not made any representations or warranties whatsoever concerning the Records, the Property or any matters pertaining thereto. By way of example, without limitation, CCIC does not warrant title to the Property, access thereto, or any rights related thereto. City expressly acknowledges that in entering into this Agreement, City is not relying on any representations or warranties whatsoever concerning the Records, the Property or any matters pertaining thereto by CCIC or anyone connected, affiliated, representing, or acting as an agent for CCIC.

To the extent desired, City has examined and inspected and become thoroughly familiar with the title, condition, status, and suitability of the Property for City's purposes. City takes all rights under this Agreement, "AS IS, WHERE IS, with all faults".

City, for itself and its successors and permitted assigns, hereby waives and releases CCIC from any and all contractual, statutory, common law, and other liabilities, obligations, claims, or causes of action, known or unknown, that City or its successors and assigns may be entitled to assert against CCIC or relating or connected in any way to the condition of the Property including, but not limited to, any such liabilities, obligations, claims, or causes of action based in whole or in part upon any applicable federal, state, or local law, rule, or regulation including, but not limited to, Environmental Laws (as defined in Exhibit C) and Mine Site Laws (as defined in Exhibit C),

or the condition of the Property including, but not limited to, the environmental condition of, or health and safety conditions associated with, the Property.

Without limiting the foregoing, City's waiver and release expressly include any and all matters arising from or related to Underground Workings, subsidence, geotechnical conditions, mineral extraction or processing activities, and the Existing Leases and other Appurtenant Rights, including any obligations, defaults, penalties, cure costs, or liabilities thereunder, whether known or unknown, and whether arising before, on, or after Closing but attributable to any act, omission, condition, or circumstance existing or occurring before Closing.

This Title, Disclaimer, Waiver, and As Is Clause of this Agreement shall survive the Closing and delivery of the Quitclaim Deed indefinitely. If CCIC, its successors, and/or assigns enforces this provision, or any other provision in this Agreement, in any action as a defense to claims made by, or through, City or its successors and assigns, then CCIC, its successors and/or assigns, shall be entitled to reimbursement from City and its successors and assigns for CCIC's attorneys' fees and costs for having to defend against the same.

9. **Mortgage Contingency.** CCIC's obligations under this Agreement are contingent upon CCIC successfully having any mortgages or other security agreements, if any, encumbering the Property and improvements thereon released or discharged as to the Property and said improvements within 180 days of the Effective Date (the "**Mortgage Release**"). If CCIC cannot obtain any necessary Mortgage Release within said time period, then the Earnest Money Deposit shall be returned to City and there shall be no further rights, obligations or liabilities between the Parties, except for those rights, obligations and liabilities of the Parties that survive the termination of this Agreement in accordance with the terms hereof.

10. **Closing.** The "**Closing**" shall take place on a date and time mutually agreeable to the Parties but no later than 20 days after the latest of: (i) expiration of the Due Diligence Period, (ii) the date CCIC notifies City that the Mortgage Release has been obtained (if applicable), or (iii) the date CCIC notifies City that all Approvals desired prior to Closing have been obtained. The Closing shall take place through the Escrow Company.

11. **General Assignment and Assumption; Existing Leases.** At Closing, CCIC shall deliver to City a General Assignment and Assumption Agreement (the "**General Assignment**") in form and substance reasonably acceptable to CCIC, assigning to City, to the extent assignable, all of CCIC's right, title, and interest in and to the Appurtenant Rights, including the Existing Leases, permits, licenses, approvals, warranties (to the extent assignable), and other intangible rights appurtenant to the Property. Effective as of Closing, City hereby assumes, and agrees to pay, perform, discharge, and be solely responsible for, all duties, obligations, liabilities, and Claims of any kind relating to the Appurtenant Rights (including the Existing Leases), whether arising, accruing, based on, or attributable to periods before, on, or after the Closing Date, and City releases the Grantor Parties therefrom as provided herein and in Exhibit C. As between CCIC and City, City shall be solely responsible for all obligations and liabilities under the Appurtenant Rights (including Existing Leases) from and after Closing, regardless of when such obligations or liabilities arose. To the extent any consent is required to assign any Appurtenant Right or Existing Lease, the Parties shall cooperate in good faith to obtain the same; provided, however, CCIC shall

have no obligation to incur material cost or liability to obtain any such consent. Lack of consent shall not constitute a failure of a condition unless expressly stated in this Agreement. Pending any required consent, City shall, as between the Parties, receive the benefit of, and perform the obligations under, the affected Appurtenant Right(s).

12. **Taxes and Assessments.** Any real property taxes and assessments that are levied (billed) in the calendar year preceding the year of the Closing and prior years shall be paid by CCIC. Through the Closing, the Parties shall prorate all real property taxes and assessments (if any) that are, or are anticipated to be, levied (billed) in the calendar year of the Closing on a calendar year basis. Thereafter, all real property taxes and assessments that are levied (billed) after the Closing shall be paid by City including, without limitation, any recapture, reassessment, roll-back taxes, penalties, fees, interest, or other government charges or changes in tax assessments or classification related to the State of Michigan Commercial Forest Program or any successor or similar program. The Property is being transferred subject to enrollment in said program without being removed therefrom as to those portions of the Property currently enrolled in said program. No adjustments shall be made after the Closing based on differences between the estimated taxes that the Parties prorated and the actual taxes incurred by City after the Closing. Additionally, as to any portion of the Property that is on tax bills with retained Strategic Lands, the proration of real property taxes and assessments discussed herein will also be apportioned on an acreage basis to separate the taxes for the land that is part of the Property from the taxes for the land that is part of the retained Strategic Lands.

13. **Transfer Taxes.** Pursuant to MCL 207.505(n) and MCL 207.526(q) written instruments evidencing the transfer of mineral rights and interests are exempt from county and state transfer taxes, respectively. The Quitclaim Deed will reference these transfer tax exemptions. However, for known surface interests, CCIC will set the consideration it deems appropriate for transfer tax purposes either on the face of the Quitclaim Deed or in a Real Estate Transfer Tax Valuation Affidavit(s). CCIC will set that consideration by either calculating approximately two times the State Equalized Value of said parcels or by such other method as CCIC deems appropriate in its sole discretion. To assist CCIC with that effort, during the Due Diligence Period, City may propose an allocation of the Purchase Price for surface interests and mineral interests.

14. **New York Mine, Incline Mine, No. 3 Mine, Schoolhouse Shaft, and Moro Mine Water Management and Stop Logs.** The Parties acknowledge and agree that the mine workings, including but not limited to the, New York Mine, Incline Mine, No. 3 Mine, Schoolhouse Shaft, and the Moro Mine (the "**Mine Workings**"), have not been sealed off, and that the City has historically and may currently be directing certain water into portions of these Mine Workings, and therefore potentially into the Cliffs Shaft mine workings, and such activities may be subject to the Deer Lake Consent Decree. For the purposes of clarification, the Mine Workings connect at depth to the Cliffs Shaft Mine underground mine workings. The City has agreed to cease and eliminate discharge of water into the Mine Workings (including the demolition or reconstruction of the recently built asphalt drainage ditch along the west side of Jasper St.) and shall, at its sole cost and expense, reinstall and maintain stop logs as necessary to prevent the flow of water into the New York Mine. The City shall not direct or convey water into any Mine Workings. Furthermore, the City shall be solely responsible for compliance with all applicable laws, regulations, and consent decrees, including the Deer Lake Consent Decree, relating to water

management and redirecting the discharge of Partridge Creek into the city storm sewer system, and therefore removing Partridge Creek inflow into the Cliffs Shaft Mine and any related facilities or structures. Additionally, the City shall use good faith efforts to work collaboratively with CCIC to minimize any surface water intrusions into the Mine Workings, including but not limited to allowing CCIC to conduct due diligence, to potentially plug Mine Workings, or to seek alternative water discharge sites and alternative mitigation efforts. This provision shall survive Closing and is in addition to, and not in limitation of, the waivers, releases, and indemnities set forth elsewhere in this Agreement, including Section 8 and Exhibit C.

15. **Costs.** CCIC shall be responsible to pay for the following Closing costs associated with this sale: CCIC's attorney's fees, CCIC's broker's fees (if any), and half of the Escrow Company's Escrow Fee. City shall be responsible to pay for the following Closing costs associated with this sale: City's attorney's fees, one half of any real estate transfer taxes which may be due, , the cost of recording the deeds and obtaining tax certificates, half of the Escrow Company's Escrow Fee, the cost of examining title and title insurance, financing fees and costs, survey costs, inspection costs, appraisal costs, and the cost for services by any and all other entities engaged by City including, but not limited to, in connection with its due diligence for the purchase of the Property, entering into this Agreement, and/or participating in the Closing. o

16. **Risk of Loss.** Risk of loss is to be borne by CCIC until the sale is closed.

17. **Possession.** To the extent applicable, possession will transfer at Closing, except for, if CCIC so elects, certain Records. For the avoidance of doubt, any Records that City obtained view-only access to while negotiating or considering this transaction pursuant to the terms of the NDA, shall be considered Records for purposes of any liability waiver, disclaimer, or similar provision in this Agreement despite the fact that City obtained view-only access to said Records prior to the time specified in this Agreement or any similar further agreement.

18. **Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that he/she is duly authorized and has full right, power, and authority, to execute and deliver this Agreement on behalf of the Party indicated, and that this Agreement is valid as to, binding upon, and enforceable against, said Party in accordance with its terms.

19. **Assignment.** City may not assign its rights or obligations under this Agreement without the written consent of the CCIC, in its sole discretion, which consent may be withheld for any or no reason.

20. **Successors and Assigns.** This Agreement shall bind and benefit the Parties and their respective representatives, heirs, successors and permitted assigns.

21. **Severability.** If any term, covenant, or condition of this Agreement, or the application of which to any Party or circumstance, shall be to any extent held invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. Interpretation. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms “include”, “includes” and “including”, as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof.

23. Notices. All notices required herein shall be delivered in person or by registered United States mail, addressed to the opposite party, as follows or at such other address as the parties shall hereafter designate in writing:

If to CCIC:

The Cleveland-Cliffs Iron Company
550 East Division Street
Ishpeming, MI 49849
Attn: Land Management
With an electronic copy to: Gabriel.Johnson@clevelandcliffs.com

With a copy to:

The Cleveland-Cliffs Iron Company
200 Public Square, Suite 3300
Cleveland, OH 44114
Attn: Legal Department
With an electronic copy to: Legal.Notices@clevelandcliffs.com

If to City:

City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849
Attn: [FILL IN]

With a copy to:

[INSERT]

24. Counsel. The Parties acknowledge that Warner Norcross + Judd LLP has prepared this Agreement as counsel to CCIC, and in no way represents City. Nonetheless, the Parties each acknowledge the provisions of this Agreement are mutually acceptable and beneficial to the Parties. No stricter construction or interpretation of the terms of this Agreement shall be applied against either Party as the drafter of this Agreement.

25. **Jurisdiction and Venue.** Any disputes under this Agreement shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Marquette County, Michigan.

26. **Amendment.** This Agreement may not be modified except by a written document signed by all Parties.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Counterparts and E-Mail or Facsimile Signatures.** This Agreement may be executed in counterparts. All such counterparts shall together constitute a fully executed Agreement. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, facsimile or electronic counterparts of this Agreement shall be deemed for all purposes as an original.

[Signature Page(s) to Follow]

SIGNATURE PAGE TO PURCHASE AGREEMENT

SELLER:

The Cleveland-Cliffs Iron Company

Dated: 5-20-2026


By: Chad R. Asgaard
Its: President

PURCHASER:

City of Ishpeming

Dated: May 14, 2026


By: Randy Scholz
Its: City Manager

EXHIBIT A TO PURCHASE AGREEMENT
PROPERTY

1. **The Property.** The "Property" is the property legally described below, EXCEPT FOR the Exceptions (defined below) and SUBJECT TO the Encumbrances (defined below). Additionally, the Property also includes certain Records related to the Property that CCIC indicates City may have after the Closing.

2. **Legal Descriptions.** All real property interests held by Grantor, if any, in the following described lands located in the City of Ishpeming and City of Negaunee, Marquette County:

City of Ishpeming

Lot 474, of the Cleveland Iron Mining Company's Third Addition

Lot 22, & 23, of the Cliffs Sixth Addition

A parcel of land in the Hard Ore Addition to the City of Ishpeming, of varying width being the former Railroad Right-of-Way (R.O.W.) located bounded as follows: Lying southeasterly of Lot 31 of said plat and lying Southerly of the South R.O.W. of Division Street, and lying Northwesterly of Lots 32 and 33 of said plat, and lying Northwesterly of the North R.O.W. of Davis Street, and lying Northeasterly of the East R.O.W. line of Jasper Street

Township 47 North, Range 27 West, City of Ishpeming (continued):

Section 3: SW 1/4-NW 1/4, Surface Interest, Lying South of US 41 ROW, Except for the parcel sold in Liber 452, Page 1255

SE 1/4-NW 1/4, Surface Interest, Lying South of US-41 ROW, and North of the South Right-of-way of the L.S.& I. Railroad Tracks, Except for lying West of the Cliffs Sixth Addition to the City of Ishpeming and South of the South Right-of-way of the L.S.& I. Railroad Tracks, Except that parcel described as follows, commencing at the N¼ corner of said Section 3, thence S 1°11'43" E 1279.97 feet; thence Due West 373.06 feet, to the Point of Beginning; said point being on the South r/w of U.S.41; thence S 1°11'43" E 141.51 feet (to the North r/w of Railroad track); thence S 84°31'40" W 298.08 feet, along said R.R. r/w; thence N 1°11'43" W 123.23 feet, (to said South r/w U.S. 41); thence N 81°02'38" E. 300.00 feet, to the Point of Beginning [C13309], and Excepting that parcel described as follows, Commencing at the N¼ corner of said Section 3, thence S. 1°11'43"E 1238.36 feet; thence due West 205.44 feet, to the Point of Beginning; said point being on the South r/w of U.S. 41; thence S.5°28'20"E 165.54 feet, (to the North r/w of Railroad track); thence S 84°31'40"W 181.39 feet, along said R.R. r/2; thence N 1°11'43"W 156.65 feet, (to said South r/w U.S. 41); thence N 81°02'38"E 170.02 feet, to the Point of Beginning [C13170], and Excepting that parcel described as

follows, commencing at the N¼ corner of said Section 3; thence S 1°11'44"E 1300.24 feet, (to a 1/16 Corner); thence S 1°12'54"E 165.70 feet, (to the North R/W of the railroad); thence S 84°31'40"W 187.60 feet, (along said railroad R/W), to the Point of Beginning; thence continuing along said. R/W S84°31'40"W 207.24 feet; thence N 1°11'48"W 80.23 feet; thence N 84°31'40"E 201.26 feet; thence S 5°28'20"E 80.00 feet, to the Point of beginning [C14212], and Excepting that parcel described as follows, beginning at the NW corner of said Southwest Quarter of Northeast Quarter (SW¼ - NE¼) which is S1°11'43" East 1300.25 feet from the N¼ corner of said Section Three (3); thence S 89°40'58" E. 12.01 feet (along the 1/16 line to the West right of way of Second Street); thence S 4°43'36"E 164.04 feet, along said right of way; thence S 84°31'39" West 209.72 feet; (along the North right of way of the Chicago and Northwestern, Soo, and Lake Superior and Ishpeming Railroad;) thence N 5°38'20" West 246.4 feet, (to the South right of Way of Highway U.S. 41); thence N 81°02'38" East 41.30 feet, along said Highway; thence S 64°20'46" East 157.47 feet, (along clear vision right of way to the 1/16 line); thence S 89°41'25" East 24.00 feet, to the point of beginning [C13123]

Township 47 North, Range 27 West, City of Ishpeming (continued):

Section 3: Government Lot 1 (aka W 1/2-SW ¼), Fee Simple Interest, Except for the City Park, and Except for parcel sold in Document No. 2004R-01412, and Except for the parcel sold in Liber 453, Page 327, and Except for the parcel sold in Document No. 2004R-01995

Section 4: SE 1/4-NE 1/4, Fee Simple Interest, S. of US-41

All parcels where Grantor holds a surface estate within that part of the NE 1/4-SE 1/4 that is South of US-41 and the corresponding mineral estate to said parcels

All parcels where Grantor holds a surface estate within that part of the NW 1/4-SE 1/4 that is South of US-41 and the corresponding mineral estate to said parcels

All parcels where Grantor holds a surface estate within the S1/2-SE1/4 and the corresponding mineral estate to said parcels

Section 9: SE 1/4-NW 1/4, Fee Simple Interest, Lying south of Greenwood St., and Except a parcel described as follows: commencing at a 12" diameter cast iron monument marking the N¼ corner of Section 9, T47N, R27W; thence S 00°53'56" E along the North and South Quarter line of Section 9 a distance of 2008.39 feet; thence S 71°35'04" W a distance of 31.45 feet to a capped 1/2" re-rod marking the southwesterly right-of-way corner of Business Route M-28 and Washington Street, said point also being the POINT OF BEGINNING of this parcel being described; Thence S 00°53'56" E along the westerly right-of-way line of Washington Street and parallel with and 30 feet at right angle to the North and South 1/4 line of said Section a distance of 200.00 feet to a capped 1/2" re-rod; thence S 71°35'04" W parallel with the southerly right-of-way line of M-28 a distance of 300.00 feet to a

capped 1/2" re-rod; thence N 0°53'56" W and parallel with the westerly right-of-way line of Washington Street a distance of 173.79 feet to a capped 1/2" re-rod marking the southerly right-of-way line of M-28; thence N 71°35'04" E along the southerly right-of-way line of M-28 distance of 3.64 feet to a capped 1/2" re-rod being 75 feet at right angles to the centerline of M-28; thence N 18°24'56" W along the easterly right-of-way of M-28 a distance of 25.00 feet to a capped 1/2" re-rod being 50 feet: at right angles to the centerline of M-28; thence N 71°35'04" E along the southerly right-of-way line of M-28 distance of 304.25 feet to the POINT OF BEGINNING

Township 47 North, Range 27 West, City of Ishpeming (continued):

Section 10: S1/2-NE 1/4, EXCEPT the Assessor's Plat of Nebraska Location, AND EXCEPT the Hard Ore Addition, AND EXCEPT The Cleveland Iron Company's Addition,

AND EXCEPT A parcel of land being part of part of the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Section 10, T 47N-R27W, City of Ishpeming, Marquette County, Michigan described as: Commencing at the Northeast corner of Section 10; thence N87°09'34"W, 1323.56 feet along the North line of Section 10 to the East 1/16 line of Section 10; thence S00°08'21"W, 1273.75 feet along the East 1/16 line to the Northeast 1/16 corner of Section 10; thence S00°02'19"W, 98.93 feet along the East 1/16 line to the South right of way line of Division Street extended; thence N87°42'07"W, 118.53 feet along the South right of way line extended; thence S08°57'31"E, 160.14 feet to the South line of Lot 8, Assessor's Plat of Nebraska Location and the Point of Beginning 2; thence N68°04'19"E, 72.95 feet along the South line of Lot 8 to the West right of way line of Jasper Street; thence S24°09'58"E, 129.34 feet along the West right of way line; thence S39°17'38"W, 223.02 feet; thence S76°54'40"W, 403.49 feet; thence N10°49'57"W, 185.44 feet to the South line of Lot 8; thence N68°28'13"E, 248.15 feet along the South line of Lot 8; thence S22°05'02"E, 5.65 feet along the South line of Lot 8; thence N68°04'19"E, 232.32 feet along the South line of Lot 8 to the Point of Beginning 2, containing 2.664 acres,

AND EXCEPT a parcel of land being part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and part of Government Lot 2, Section 10, T47N-R27W, City of Ishpeming, Marquette County, Michigan described as: Commencing at the Southeast corner of Section 10; thence N00°32'27"W, 2575.05 feet along the East line of Section 10 to the East-West 1/4 line of Section 10; thence N87°59'45"W, 1353.81 feet along the East-West 1/4 line of Section 10 to Center-East 1/16 corner of Section 10 and the Point of Beginning; thence N00°05'20"E, 140.46 feet along the East 1/16 line of Section 10; thence N65°02'16"E, 289.30 feet; thence N14°11'54"W, 101.96 feet to the South right of way of Jasper Street; thence S39°44'45"E, 38.33 feet along the South right of way; thence S59°44'45"E, 105.00 feet along the South right of way; thence S76°14'45"E, 105.00 feet along the South right of way; thence S86°59'45"E, 288.00 feet along the South right of way; thence S40°14'45"E, 30.00 feet along the South right of way; thence

S00°44'45"E, 40.00 feet along the South right of way; thence S62°45'15"W, 130.00 feet along the South right of way to the Northwest corner of Lot 151, Plat of the Hard Ore Addition; thence S00°44'45"E, 160.00 feet along the West line of Lot 151 to the Southwest corner of Lot 151; thence continuing S00°44'45"E, 104.09 feet; thence S85°37'27"W, 298.35 feet; thence N85°03'26"W, 117.10 feet; thence S45°59'04"W, 145.09 feet; thence S69°20'41"W, 89.13 feet; thence S54°11'13"W, 60.25 feet to the East 1/16 line of Section 10; thence N00°07'19"E, 327.70 feet along the East 1/16 line to the Point of Beginning, containing 6.739 acres,

AND EXCEPT Liber 452, Page 1245 [C15537],

AND EXCEPT a parcel of land located in the Southwest Quarter of the Northeast Quarter (SW-NE) of Section Ten (10), Township Forty-seven (47) North, Range Twenty Seven (27) West more particularly described as follows: Commencing at the N1/4 corner of said Section 10; thence S 0°09'45"W 2070.93 feet (along the N-S C/L to the Point of Beginning; thence N 72°35'25" E 100.00 feet; thence S 0°09'45" W 100.00 feet, (to the North R/W line of Bluff Street); thence S 72°35'25" W 100.00 feet, (to the SE Cor. of Lot 191 of the Assessor's Plat No. 1 of the Hard Ore Extension and N-S C/L); thence N 0°09'45"E 100.00 feet, to the Point of Beginning. Said parcel contains 0.22 acres more or less [C13340],

AND EXCEPT a parcel of land located in the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), of Section Ten (10), T.47 N., R.27 W., in the City of Ishpeming, Marquette Co. Michigan, more particularly described as follows: Commencing at the North Quarter Corner of said Section 10; thence S 0°13'04"W 1260.35 feet, (to the NW Corner of said SW-NE); thence S 0°13'38"W 1025.51 feet along the N-S 1/4 Line; thence Due East 585.57 feet, to the Point of Beginning; thence N 12°29'11"W 165.13 feet, (to the Southerly R/W of Bluff Street); thence N 89°41'23"E 109.90 feet, (along said R/W); thence S 66°29'47"E 58.07 feet, along said R/W; thence S 22°55'48"W 144.21 feet; thence S 85°18'38"W 71.50 feet, to the Point of Beginning. Said parcel contains 0.43± acres [C15566],

AND EXCEPT parcel in Document No. 2003R-04353 [C15568],

AND Except parcel in Document No. 2003R-03366 [C15567]

Township 47 North, Range 27 West, City of Ishpeming (continued):

Section 10: SW 1/4-SW 1/4, Surface Interest, a Parcel lying south of the Assessors Plat of Lake Angeline Location

Government Lot 2 (aka E 1/2-SE 1/4), Fee Simple Interest, EXCEPT Hard Ore Addition AND EXCEPT a parcel of land being part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and part of Government Lot 2, Section 10, T47N-R27W, City of Ishpeming, Marquette County, Michigan described as:

Commencing at the Southeast corner of Section 10; thence N00°32'27"W, 2575.05 feet along the East line of Section 10 to the East-West 1/4 line of Section 10; thence N87°59'45"W, 1353.81 feet along the East-West 1/4 line of Section 10 to Center-East 1/16 corner of Section 10 and the Point of Beginning; thence N00°05'20"E, 140.46 feet along the East 1/16 line of Section 10; thence N65°02'16"E, 289.30 feet; thence N14°11'54"W, 101.96 feet to the South right of way of Jasper Street; thence S39°44'45"E, 38.33 feet along the South right of way; thence S59°44'45"E, 105.00 feet along the South right of way; thence S76°14'45"E, 105.00 feet along the South right of way; thence S86°59'45"E, 288.00 feet along the South right of way; thence S40°14'45"E, 30.00 feet along the South right of way; thence S00°44'45"E, 40.00 feet along the South right of way; thence S62°45'15"W, 130.00 feet along the South right of way to the Northwest corner of Lot 151, Plat of the Hard Ore Addition; thence S00°44'45"E, 160.00 feet along the West line of Lot 151 to the Southwest corner of Lot 151; thence continuing S00°44'45"E, 104.09 feet; thence S85°37'27"W, 298.35 feet; thence N85°03'26"W, 117.10 feet; thence S45°59'04"W, 145.09 feet; thence S69°20'41"W, 89.13 feet; thence S54°11'13"W, 60.25 feet to the East 1/16 line of Section 10; thence N00°07'19"E, 327.70 feet along the East 1/16 line to the Point of Beginning, containing 6.739 acres

Government Lot 3 (aka NW 1/4-SE 1/4), Fee Simple Interest, Except a parcel commencing at the N1/4 Corner of said Section 10; thence S 0°13'21" W 2519.79 feet, along the North-South 1/4 line (to the Center Corner); thence S 0°20'41"W 968.26 feet (along said N-S 1/4 line); thence Due East 130.00 feet to the Point of Beginning; thence S 84°38'30"E 200.77 feet; thence S 0°20'41"W 145.70 feet (to a meander Corner on the shore of Lake Angeline); thence along the next two shoreline bearings S 85°53'13"W 151.99 feet; thence N3°57'47"W 53.79 feet; thence N 0°20'41"E 151.74 feet, to the Point of Beginning, and extends to the water's edge

Government Lot 7 (aka SE 1/4-SE 1/4), Surface Interest

Township 47 North, Range 27 West, City of Ishpeming (continued):

Section 11: SW 1/4-NE 1/4, Fee Simple Interest

SE 1/4-NE 1/4, Fee Simple Interest

SW 1/4-NW 1/4, Fee Simple Interest, EXCEPT the Hard Ore Addition, AND EXCEPT Liber 452, Page 1255 [C15536]

SE 1/4-NW 1/4, Fee Simple Interest, EXCEPT City Park, AND EXCEPT the Hard Ore Addition, AND EXCEPT a parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), of Section Eleven (11), T.47 N., R.27 W. in the City of Ishpeming, Marquette County, Michigan, more particularly described as follows: Beginning at the SW Corner of Lot #117 of the Plat of Hard Ore Addition to the City of Ishpeming; thence Due South 120.00 feet, (along the East R/W of Marquette Street); thence Due East 120.00 feet; thence Due North 120.00

feet, (to the South Line of said Lot#117); thence Due West 120.00 feet, to the Point of Beginning. Said parcel contains 0.33± acres [C15471]

NE 1/4-SW 1/4, Fee Simple Interest

NW 1/4-SW 1/4, Fee Simple Interest, EXCEPT the Hard Ore Addition

SW 1/4-SW 1/4, Fee Simple Interest, EXCEPT the south 500 feet lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to Upper Peninsula Power Company dated July 14, 1961

SE 1/4-SW 1/4, Fee Simple Interest, EXCEPT the south 500 feet

NE 1/4-SE 1/4, Fee Simple Interest, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____

NW 1/4-SE 1/4, Fee Simple Interest, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____

SW 1/4-SE 1/4, Fee Simple Interest, EXCEPT the south 500 feet

SE 1/4-SE 1/4, Fee Simple Interest, EXCEPT the south 500 feet

Township 47 North, Range 27 West, City of Negaunee:

Section 12: SW 1/4-NW 1/4, Fee Simple Interest, that part lying west of the east right-of-way of "Cliffs Drive" as described and shown in that Right-of-Way Deed from The Cleveland-Cliffs Iron Company to the Board of County Road Commissioners of Marquette dated March 23, 1933, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____.

SE 1/4-NW 1/4, Fee Simple Interest, that part lying west of the east right-of-way of "Cliffs Drive" as described and shown in that Right-of-Way Deed from The Cleveland-Cliffs Iron Company to the Board of County Road Commissioners of Marquette dated March 23, 1933, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____.

E 1/2-SW 1/4, Fee Simple Interest, That part of described as follows: Commencing at the E 1/4 Corner of said Section 12; thence N 88°48'13"W 2638.01 feet (along the E/W Center Line) to the Center Corner, and Point of Beginning; thence N 88°48'13"W 1322.90 feet, (to the NW Corner of said E1/2-SW1/4); thence S 0°36'41"E 1298.65 feet, (along the West Line of said E1/2-SW1/4 to the 1/16 Corner); thence S0°36'41"E 823.25 feet; thence N 89°32'49"E 331.82 feet, (the SW Corner of the

Cell Tower Lease Parcel); thence N 0°27'11"W 400.00 feet, (NW Corner of the Tower Tower); thence N 89°32'49"E 300.00 feet, (N Corner of the Tower Tower); thence N 44°28'49"E 552.75 feet; thence Due North 376.40 feet; thence N34°47'55"E 509.01 feet (to the East Line of said E1/2-SW1/4); thence N0°44'01"W 500.41 feet, to the Point of Beginning. Said Parcel contains approximately 41.40 Acres, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____.

NW 1/4-SW 1/4, Fee Simple Interest, subject to a Conservation Easement from The Cleveland-Cliffs Iron Company to the State of Michigan, dated _____, 2025, recorded in Marquette County Register of Deeds, 2025R-_____.

SW 1/4-SW 1/4, Fee Simple Interest, Except the south 500 feet.

Township 47 North, Range 27 West, City of Ishpeming:

Section 14: Government Lot 1 (aka W 1/2-NW 1/4), Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to Upper Peninsula Power Company dated July 14, 1961

Section 15: Government Lot 2 (aka NE 1/4-NE 1/4), Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to Upper Peninsula Power Company dated July 14, 1961

Government Lot 3 (NW 1/4-NE 1/4), Fee Simple Interest

SW 1/4-NE 1/4, Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to American Transmission Company dated May 18th, 2016, recorded in Marquette County Register of Deeds, 2016R-06002

Government Lot 1 (aka SE 1/4-NE 1/4), Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to American Transmission Company dated May 18th, 2016, recorded in Marquette County Register of Deeds, 2016R-06002.

Government Lot 4 & 5 (aka N 1/2-NW 1/4), Fee Simple Interest, Except the Surface Ownership in the Assessors Plat of Salisbury Location

S 1/2-NW 1/4, Fee Simple Interest, Except the Surface Ownership in the Assessors Plat of Salisbury Location

NE 1/4-SW 1/4, Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to American Transmission Company dated May 18th, 2016, recorded in Marquette County Register of Deeds, 2016R-06002

NW 1/4-SW 1/4, Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to American Transmission Company dated May 18th, 2016, recorded in Marquette County Register of Deeds, 2016R-06002

NW 1/4-SE 1/4, Fee Simple Interest, Except that part lying southeast of the Easement granted by The Cleveland-Cliffs Iron Company to American Transmission Company dated May 18th, 2016, recorded in Marquette County Register of Deeds, 2016R-06002

3. **The Exceptions.** The definition of the Property explicitly excludes, and the Grantor will except, reserve, and retain, the “Exceptions”, which are:

- a. The Reserved Easements, Interests, and Rights defined and described in Exhibit B; and
- b. The Additional Deed Provisions described in Exhibit C.

4. **The Encumbrances.** The Property shall be transferred SUBJECT TO the “Encumbrances”, which include:

- a. The Reserved Easements, Rights, and Interests defined and described in Exhibit B;
- b. The Additional Deed Provisions described in Exhibit C;
- c. All rights, reservations, exceptions, restrictions, encumbrances, conditions, and easements of record;
- d. Building and use restrictions;
- e. All matters that would be disclosed by a full inspection and an accurate and comprehensive survey of the Property;
- f. The lien for ad valorem taxes, special assessments, or other property taxes;
- g. All public and private unrecorded and recorded rights-of-way now in existence in, on, under, over and across the Property;
- h. All rights of the State of Michigan and/or the public in and to any navigable waterways on or about the Property;
- i. All existing easements and usage rights related to flowage rights, locks, dams, canals or other improvements pertaining to waterways on or about the Property;
- j. Riparian and other rights related to public waterways;

- k. Any rights of neighboring riparian owners and/or the public or others to use any waters or to use the beaches or shores of waters;**
- l. Any rights to land formerly or presently comprising the shores or bottom of navigable waters or to artificial accretions or fill;**
- m. Rights to sovereignty lands or other land which may lie beneath the ordinary high water mark;**
- n. Lack of access to all or any part of the Property;**
- o. Boundary line disputes, overlaps, encroachments, ambiguities and/or errors in the legal description, and the precise location of any property having an indefinite description;**
- p. Unrecorded and recorded easements and rights-of-way for public or private roads, public utilities, railroads, or other infrastructure running on, over, across, in, or through the Property of any part thereof;**
- q. All standard exceptions and limitations or exclusions from coverage shown on any title insurance policy associated with the transaction; and**
- r. The Existing Leases and all other Appurtenant Rights, to the extent they burden the Property.**

EXHIBIT B TO PURCHASE AGREEMENT
Reserved Easements, Rights and Interests

1. **Reserved Easements, Rights, and Interests.** In the Quitclaim Deeds, CCIC shall reserve and retain the following easements, rights, and interests (the “**Reserved Easements, Rights, and Interests**”) in the Property:

- a. **Reserved Road Easements.** CCIC reserves unto itself, and its successors, assigns, and affiliates, thirty-three (33) feet wide non-exclusive, perpetual easements for all purposes, including, but not limited to, ingress, egress, regress, and utility purposes, on, over, across, and under, the existing roads and/or roads to be built (collectively, the “**Roads**”) on the Property the approximate location of which is shown in Exhibits B-1 and B-2 for the benefit of CCIC, its successors, assigns, and affiliates, and the Strategic Lands. CCIC may construct, maintain, improve, and replace the Roads and, to the extent said Roads are not already 33 feet wide, may widen the Roads.
- b. **Reserved Piping Easements.** CCIC reserves unto itself, and its successors, assigns, and affiliates, exclusive, perpetual easements for use, placement, construction, maintenance, repair and improvement of piping and infrastructure (the “**Piping**”) to pump water out of Lake Angeline and into and then out of the Salisbury Mine running over and across the Property the approximate location of which is shown in Exhibit B-3, and into Ely Creek for the benefit of CCIC, its successors, assigns, and affiliates, and the Strategic Lands. CCIC may construct, maintain, repair, and improve the Piping and, to facilitate said construction, maintenance, repair, and improvement of the Piping, CCIC also reserves and retains fifteen (15) feet wide non-exclusive, perpetual easements on each side of the Piping for working space, construction, ingress, egress, regress, utilities, and all other purposes related to said construction, maintenance, repairs, or improvements. These reserved easements allow CCIC, its successors, assigns, affiliates, and/or the power company, to install, construct, use, operate, maintain, repair and improve distribution powerlines across the Property in Section 15, Township 47 North, Range 27 West, to provide power to locations in connection with the Piping. For the avoidance of doubt, these reserved easements allow CCIC, to the extent of its real property rights and in accordance with its permits now in effect and granted in the future, the right to use water from Lake Angeline, the Salisbury Mine, and the Ely Creek. This reserved easement burdens all lands within the Property contiguous to, and/or a part of, Lake Angeline, the Salisbury Mine, and the Ely Creek.
- c. **Reserved Right and Interest in ROWs.** As a perpetual reserved and retained right in the Property excepted from the conveyance contemplated by this Agreement (“**Reserved Right and Interest in ROWs**”), CCIC hereby declares that, except with its, or its successors, assigns, and/or designee, express written consent, no existing road, railroad, easement, easement agreement, pipeline, gas line, water line, right-of-way, transmission line, power supply, water course, water elevation, water power, or similar right or interest (collectively, “**Rights of Way**” and each a “**Right of Way**”) burdening and/or befitting the Property or any portion thereof, shall be terminated, altered, abandoned, amended, rerouted, modified, or removed in any way that interferes with, or otherwise impacts,

mining operations and/or the use of such Rights of Way by CCIC, its successors, assigns, and/or anyone affiliated therewith. CCIC also excepts, reserves, and retains, the right, interest, and easement to use all such Rights of Way.

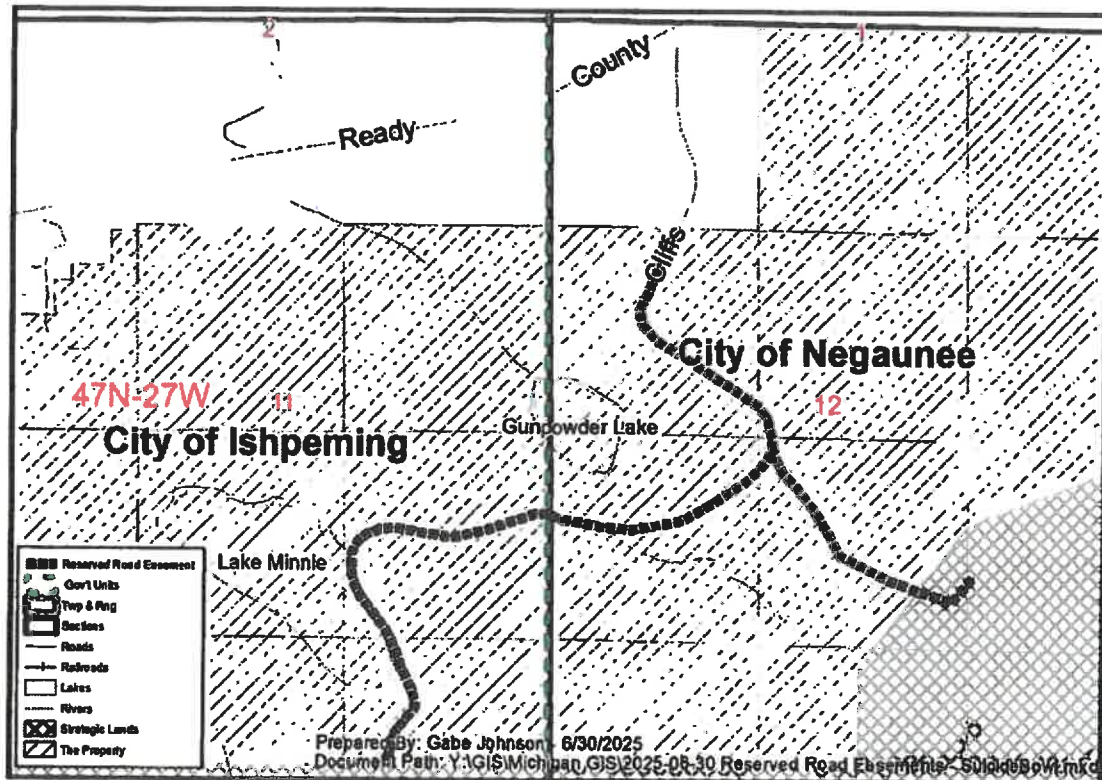
Many Rights of Way were initially granted with CCIC or others retaining the right to terminate and/or relocate said Rights of Way. This Reserved Right and Interest in ROWs specifically implicates such termination and/or relocation rights and interests and requires the expressed written consent of CCIC, its successors, assigns, and/or designee, to exercise said termination and/or relocation rights.

This Reserved Right and Interest in ROWs is for the benefit of the following entities: Cliffs Empire, Inc., a Michigan corporation, Marquette Iron Mining Partnership, a Michigan general partnership, Empire Iron Mining Partnership, a Michigan general partnership, Cleveland-Cliffs Steel LLC, a Delaware limited liability company, The Cleveland-Cliffs Iron Company, an Ohio corporation, Tilden Mining Company L.C., a Michigan limited liability company, Lake Superior & Ishpeming Railroad Company, a Michigan corporation, Marquette Range Service Company, a Michigan corporation, Republic Wetlands Preserve LLC, a Michigan limited liability company, any successors and/or assigns of said entities, and any entities affiliated with said entities.

City, and its successors-in-title, also covenant and agree not to violate this Reserved Right and Interest in ROWs by agreeing to alter a Rights of Way over, or benefiting, the Property, or any portion thereof, that would interfere with, or otherwise impact, mining operations and/or the use of such rights by CCIC, its successors, assigns, and/or anyone affiliated therewith, without the express written consent of CCIC, its successors, assigns, and/or designee.

- d. **Remedies.** CCIC, or its designee, shall be entitled to all rights and remedies available at law or in equity, including but not limited to specific performance, to enforce the Reserved Easements, Rights, and Interests and shall be entitled to reasonable attorneys' fees for the successful enforcement of the same.
- e. **Further Conveyances of the Property or a Portion Thereof.** Further Conveyances of the Property, or any portion thereof, shall reference that "The conveyance is SUBJECT TO the Reserved Easements, Rights, and Interests specified in ____" and shall therein list the recording information from the Quitclaim Deeds transferring the Property to City.
- f. **Running with the Land.** City's covenants and agreements herein contained shall bind all parties having any right, title, or interest in the Property or any portion thereof, and shall constitute a covenant that runs with the Property and each and every portion thereof. For the sake of clarity and not in limitation of the foregoing, each person who takes title to the Property, or any portion thereof, shall be deemed, by accepting such title, to have made and agreed to these same covenants and agreements.

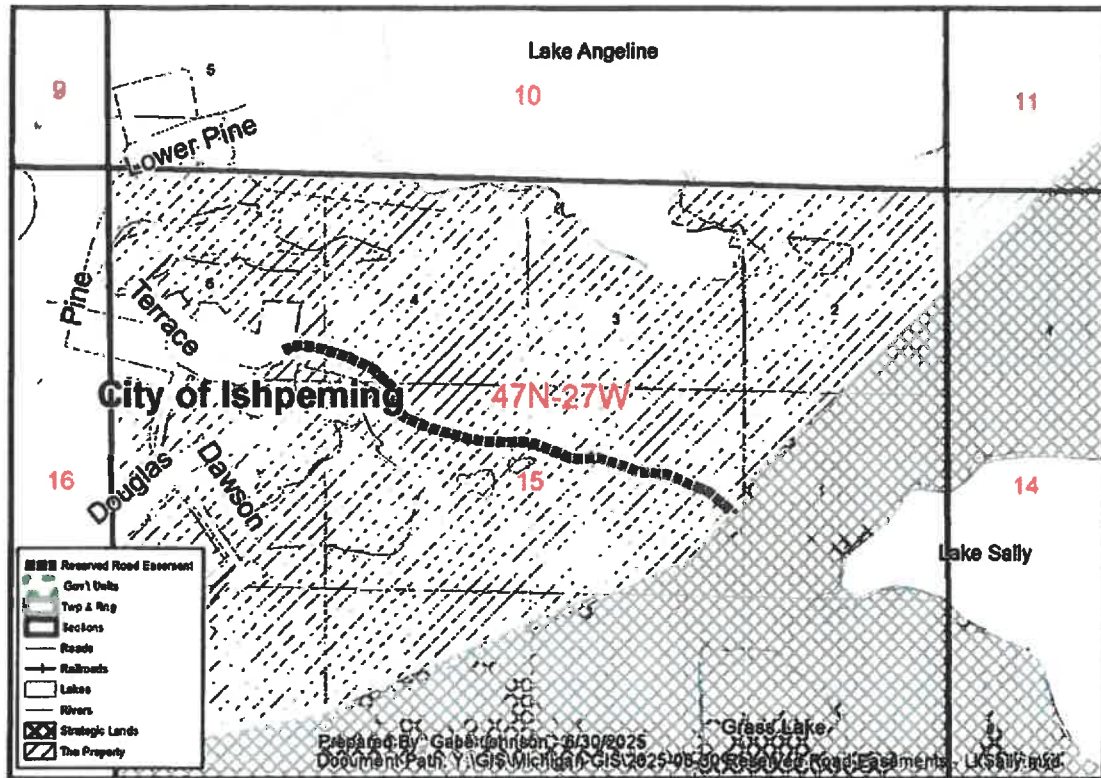
EXHIBIT B-1 RESERVED ROAD EASEMENT



Lands Encumbered:

T.47.N-R.26.W, Section 11, E $\frac{1}{2}$ of SE $\frac{1}{4}$, and Section 12, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$.

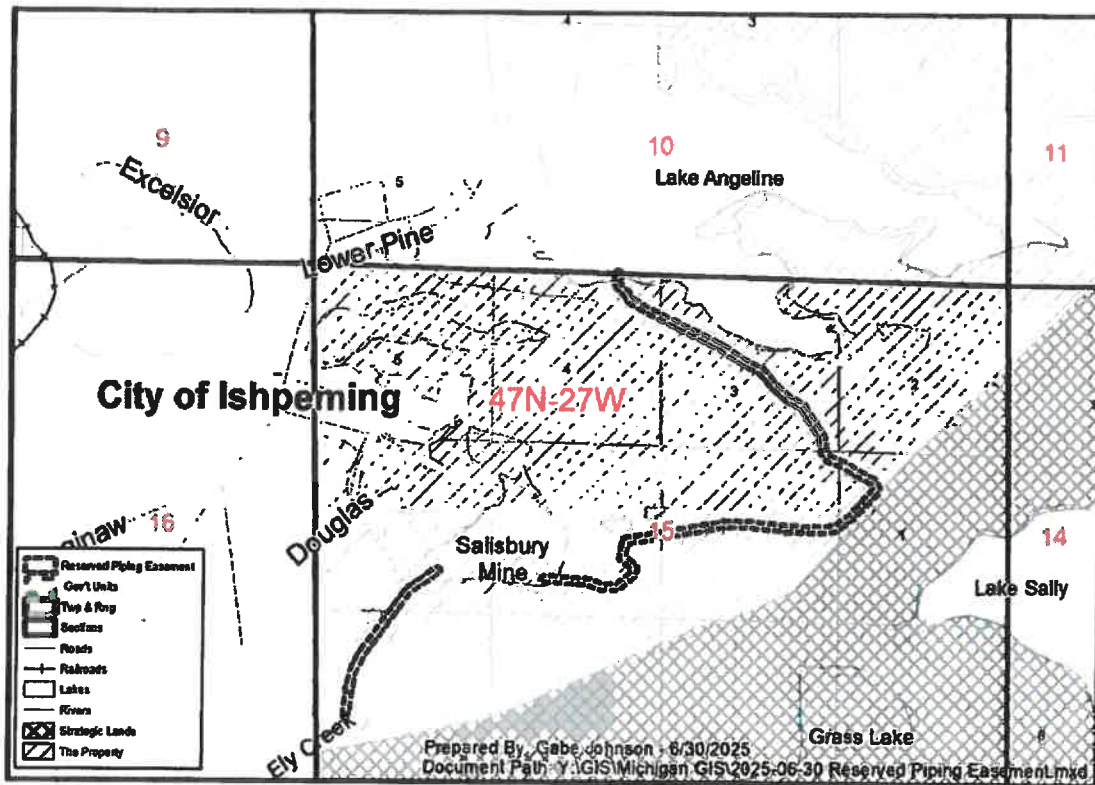
EXHIBIT B-2 RESERVED ROAD EASEMENT



Lands Encumbered:

T.47.N-R.27.W, Section 15, SW ¼ of NE ¼, Government Lots 4 & 5 (N ½ of NW ¼), and SE ¼ of NW ¼.

EXHIBIT B-3 RESERVED PIPING EASEMENT



Lands Encumbered:

T.47.N-R.27.W, Section 15, Government Lots 3 & 4 (NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and S $\frac{1}{2}$ of NE $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ for the Piping; all lands in Section 15, Township 47 North, Range 27 West, for power lines; and all lands within the Property contiguous to, and/or a part of, Lake Angeline, the Salisbury Mine, and the Ely Creek for the use of water.

EXHIBIT C TO PURCHASE AGREEMENT
ADDITIONAL DEED PROVISIONS

The Quitclaim Deeds shall contain the following provisions (collectively referred to as the "Additional Deed Provisions"):

Grantor hereby declares that the property transferred by this instrument (the "Property") is, and shall be, held transferred, sold, conveyed, leased, used, and occupied subject to the following Covenants:

Definitions. The following terms shall have the meanings set forth below:

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, common law decisions, court orders and decrees, administrative orders and decisions, and all administrative policies and guidelines concerning action levels relating to the environment, public health, environmental occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Property, as amended, as in effect from time to time, and as enacted, determined, or created, in the future (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C. §§ 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901; et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and any successor statutes and regulations to the foregoing).

"Hazardous Substances" means (a) all chemicals, materials and substances defined as or included in the

definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; (b) asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, coal, ash, petroleum products, polychlorinated biphenyls (“PCBs”), substances and compounds containing PCBs, per- and polyfluoroalkyl substances (“PFAS”), and substances and compounds containing PFAS; and (c) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority.

“Mine Site Laws” means all federal, state, and local laws, statutes, rules, regulations, ordinances, common law decisions, court orders and decrees, administrative orders and decisions, and all administrative policies and guidelines, as amended, as in effect from time to time, and as enacted, determined, or created, in the future, concerning active or abandoned mine property, pits, caves, sites, shafts, structures, grounds, materials, stockpile, or waste, including but not limited to requirements related to fencing, capping, backfilling, securing, or otherwise mitigating risks and dangers associated therewith.

“Claims” means any and all claims at law or in equity, actions or causes of action, suits, demands, judgments, assessments, awards, damages, penalties, fines, sanctions, charges, costs, losses, obligations, liabilities (including without limitation sums paid in settlement of claims), other expenses (including without limitation reasonable fees and costs for attorneys, consultants, appraisers, accountants, witnesses, investigators and any other agents of the parties), fees, court costs, litigation expenses, and disbursements, and shall include, without limitation, claims for personal injury or death, property damage, natural resource damages, statutory or regulatory claims under Environmental Laws, Mine Site Laws, claims for cost recovery, contribution, investigation of property conditions, and any cleanup, remedial,

removal, or restoration work required by any federal, state, or local government authority or political subdivision, and citizen suits.

Assumption of Liability. City agrees and acknowledges, on behalf of itself and its successors and assigns, that City shall accept the Property with, and assumes and shall become solely liable and responsible for, all conditions and the presence or suspected presence of Hazardous Substances at the Property, whether known or unknown by City, and whether or not such conditions or Hazardous Substances have been disclosed to City, or have been or will be discovered in the course of any environmental assessment or inspection activities or otherwise, including, without limitation, any Hazardous Substances introduced into the Property by Grantor, affiliated or related entities, predecessors in title including predecessors as to any and all real property interests whether undivided interests, leasehold interests, or otherwise, and/or entities affiliated or related to any such predecessors in title. City also assumes responsibility and liability, at its sole cost and expense, for appropriately managing, in accordance with applicable Environmental Laws, any part of the Property that may contain Hazardous Substances. City also assumes responsibility and liability, at its sole cost and expense, for compliance with all Mine Site Laws and mitigation of dangers from past or present mining operations. City's assumption expressly includes all obligations, liabilities, and Claims of any kind arising out of or relating to Underground Workings, subsidence, the Existing Leases, and other Appurtenant Rights, whether arising, accruing, or attributable to periods before, on, or after Closing. The foregoing assumptions of liability shall be binding on City and any and all parties that subsequently have any right, title, or interest in the Property or any part thereof.

Waiver of Claims and Release. City, on behalf of itself and its successors and assigns, forever releases and covenants not to sue Grantor, and its affiliated or related entities, directors, officers, employees, agents, and their predecessors, and affiliated or related entities of said predecessors, and their directors, officers, employees, and agents (collectively, the "Grantor Parties") with respect to any and all Claims (whether at law, contract or equity) or matters concerning, arising out of or related to: (i) the environment, health, or safety based on the conditions of the Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health, or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by City, Grantor, or any of the Grantor Parties, and regardless of whether

such environmental, health or safety conditions of the Property or presence or suspected presence of Hazardous Substances is set forth in any environmental reports or otherwise, including, without limitation, any Hazardous Substances introduced into the Property by any of the Grantor Parties; (ii) Environmental Laws with respect to the condition of, or actions or omissions at, the Property, including without limitation any violation by Grantor Parties of Environmental Laws at, on, or about the Property; or (iii) Mine Site Laws with respect to the condition of, or actions or omissions at, the Property, including without limitation any violation by Grantor Parties of Mine Site Laws at, on, or about the Property. The foregoing waiver of claims and release shall be binding on City and any and all parties that subsequently have any right, title, or interest in the Property or any part thereof.

Indemnity. City, on behalf of itself, its successors and assigns, covenants and agrees that City shall indemnify, defend, and hold the Grantor Parties harmless from and against any and all Claims concerning, arising out of, or related to: (i) the environment, health, or safety based on conditions of the Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health, or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by City, Grantor, or any of the Grantor Parties, including, without limitation, any Hazardous Substances introduced into the Property by any of the Grantor Parties; (ii) any act or omissions resulting in any violation of Environmental Laws at, on, or about the Property; (iii) any act or omissions resulting in any violation of Mine Site Laws at, on, or about the Property; and (iv) any act, omissions, breach or violation by City of its obligations in this deed. The foregoing indemnity shall be binding on City and any and all parties that subsequently have any right, title, or interest in the Property or any part thereof.

Miscellaneous. The agreements, rights, and obligations established hereby shall be perpetual. To enforce the covenants and agreements herein contained, the Grantor Parties shall be entitled to all rights and remedies available at law or in equity, including but not limited to specific performance. The covenants and agreements herein contained shall bind all parties having any right, title, or interest in the Property or any portion thereof, and shall constitute covenants that run with the Property and each and every portion thereof. For the sake of clarity and not in limitation of the foregoing, each person who takes title to the Property shall be deemed, by accepting such title, to have made and agreed to all agreements, assumptions, indemnities, and waivers set forth herein. Notwithstanding any of

the foregoing, City shall in no way be liable for or indemnify Grantor for any Claims related to the gross negligence or willful misconduct of the Grantor.



City of Ishpeming
100 E. Division St.
Ishpeming, MI 49849
Phone: 906-485-1091 Fax: 906-485-6246
www.ishpemingcity.org

11(d)

Deficit Elimination Resolution for the Public Improvement Fund

Councilmember _____ moved, Councilmember _____ seconded that;

WHEREAS, the City of Ishpeming Public Improvement Fund has a \$(132,105.79) deficit on December 31, 2025; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

NOW THEREFORE, IT IS RESOLVED that the City of Ishpeming Public Improvement Fund Deficit Elimination Plan is as follows:

	Note	Current Deficit Year 2025	Year 1 2026			
		Actual	Estimated			
Net Position (Deficit) Jan. 1		663,289.00	(132,105.79)			
Revenue						
Property Taxes		596,329.42	613,221.22			
Specific Ore Tax		3,513.16	3,234.03			
State Grants		150,000.00	1,394,192.00			
Interest Earned		22,739.54	12,000.00			
Private Contributions		48,279.00				
Total Revenue		820,861.12	2,022,647.25			
Expenditures						
Equipment and Supplies		277,604.06	1,062,676.93			
Professional and Contract Services		1,144,958.85	625,581.50			
Transfers-out						
Building Authority		144,376.00	145,000.00			
Senior Center Maintenance Fund		6,000.00	6,000.00			
Debt Service		43,317.00	45,700.00			
Total Expenditures		1,616,255.91	1,884,958.43			
Net Position (Deficit) Dec. 31		(132,105.79)	5,583.03			
Less Capitalized expenditures		-	-			
		-	-			
CA-CL Surplus (Deficit) Dec. 31	1	(132,105.79)	5,583.03			

Notes to the Deficit Elimination Plan

Note 1: The public improvement fund incurred significant costs to replace storm sewer infrastructure underneath 3rd street between the blocks of Michigan and Hematite during the 2025 construction season. State funding totaling \$500k from section 19 disaster relief previously awarded was identified as the funding source but the grant funds were not received until April of 2026. When the grant funds were received the deficit was eliminated. To date, the grant funding of \$1,394,192 shown above has already been received- \$500k from the section 19 relief mentioned prior and \$894,192 in a one-time state allocation for a new fire truck.

City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: Brasswire Solar Array Grid Tie-in Quote

Department: Brasswire

Prepared By: Grey Getschow

Date Submitted: 8/13/26

2. Background & Purpose

Purpose / Background: The solar array project at the Brasswire campground has an approved contract amount of \$124,916.00 which included a \$25,000.00 estimate for the tie-in to UPPCOs electrical grid. A quote was received by the City this month from UPPCO totaling \$28,248.38, which puts the total solar contract \$3,248.38 above the approved amount.

3. Fiscal Impact

Total Cost / Revenue Impact: \$3,248.38

Funding Source(s): General Fund / Public Improvement Fund

4. Recommended Action & Alternatives

Alternatives Considered (Anticipate questions): The city could walk away from the project but would lose out on \$80k in MDARD funding and has already spent money on engineering for the project.

Recommended Action: Increase the approved project amount to \$128,164.38 to allow the solar array to move forward.

5. Approval & Routing

Department Head Approval

(Name & Signature): ___ Grey Getschow _____ Date: ___ 8/31/26 _____

This contract is for the installation of Electric facilities entered into on August 7, 2026 (Contract Date) between City of Ishpeming (Customer) and Upper Peninsula Power Company (UPPCO). Site Address / Description / Location : 234 Malton Rd in I County of Marquette, State of Michigan.

The Company agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as of the date of this contract. The company furthermore agrees to render service to the Customer at its premises as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions of this contract, including the commencement date of Minimum Charges, and all appropriate company tariffs on file with the Michigan Public Service Commission (MPSC).

Type of Electric Service

	<u>-Electric-</u>
Standard System Facility Costs (Refundable)	\$28,665.40
Allowances	\$770.00
Special System Facilities Costs (Refundable)	\$0.00
Refundable Sub Total	<u>\$27,895.40</u>
Special Facilities Costs Non Refundable:	
System	\$0.00
Service	\$352.98
Temporary Service	\$0.00
Non Refundable Sub Total	<u>\$352.98</u>
Electric Total:	\$28,248.38

Total Cost

\$28,248.38

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other

Allowances and refunds are determined by the company's extension rule policies that have been approved by the MPSC, subject to change pending approval by the MPSC. A 5 year development period will begin from the date this facility/project is placed in service for the electric facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or tariff in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. During the development period, the Customer agrees to reimburse UPPCO for all allowances received on projects that did not receive service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance
City of Ishpeming	234 Malton Rd	\$770.00

I have read, understand and agree to the terms and conditions of this contract.

Customer Signature: _____ Date: _____
Mailing Address: 100 E Division St Ishpeming MI 49849

culated. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of poles, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$100. Any changes, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.

Upon receiving service, the Customer agrees it shall provide perpetual ingress and egress to Company that is necessary for construction, installation and maintenance, including tree trimming of any portion of the extension facilities necessary to serve the Customer. Customer agrees that it may need to grant the Company, at no cost, an easement for utility purposes.

Customer further understands that their structure must comply with the applicable MPSC Conservation Code and any other applicable codes. Noncompliance in future inspections by the Company may be grounds for disconnection of service.

Service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be for the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the extension.

Terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Customer. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to the terms of this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.

Whether installed or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.

Restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.

Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the existing grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.

Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those including transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which are not owned by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to provide the location of any underground facility, or if the underground facility in question is located more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless from and against all claims, actions, proceedings, liability, loss, damage, cost or expense including, without limitation attorney's fees, arising out of or in connection with the Customer's use of service.

Customer shall not place any decorative element on the pole without the prior written approval of the Company. Such approval will be given on the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy and Procedure will be provided by the Company to the Customer upon request.

Except for a breach by the Customer of section 10 above, shall either party be responsible to the other for any consequential, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tortious theory of law. In a case of a breach by the Customer of section 10 above, the Customer shall be liable for consequential, special and punitive damages.

If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in violation of applicable laws without invalidating the remaining provision of the Contract.

This Contract shall be governed by and construed in accordance with the internal laws of the State of Michigan.

Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the MPSC from time to time, as well as the rules and guidelines of the State of Michigan.

In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.

**NOTICE OF A
LEGAL ADVERTISEMENT**

CITY OF ISHPEMING PLANNING COMMISSION

PLEASE TAKE NOTICE THAT ON AUGUST 10, 2026, AT 6:00 P.M., THE CITY OF ISHPEMING PLANNING COMMISSION WILL CONDUCT A PUBLIC HEARING(S) AT THE ISHPEMING CITY HALL, 100 EAST DIVISION ST., ISHPEMING, MICHIGAN 49849 TELEPHONE (906) 485-1091, TO CONSIDER THE FOLLOWING REQUEST(S):

1. FOR A REZONING (RZ 2026-01) OF A PARCEL IN THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT TO THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT DESCRIBED AS:

SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF CARR RIVER.

2. FOR A ZONING TEXT AMENDMENT (ZTA 2026-01) OF ZONING ORDINANCE #8-100 SECTION 17.0 TO CHANGE NAME, PERMITTED AND CONDITIONAL USES OF THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT.
3. FOR A ZONING TEXT AMENDMENT (ZTA 2026-02) OF ZONING ORDINANCE #8-100 SECTION 19.0.A. TO ADD MINIMUM LOT WIDTH TO THE DD (DEFERRED DEVELOPMENT) DISTRICT.
4. FOR A ZONING TEXT AMENDMENT (ZTA 2026-03) OF ZONING ORDINANCE #8-100 SECTION 12.3 TO ADD MANUFACTURED HOUSING COMMUNITIES AS A CONDITIONAL USE IN THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT.
5. FOR A CONDITIONAL USE PERMIT (CU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A MEMBERSHIP ORGANIZATION ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOTS 14, 15 & 16 & E 1/2 OF LOTS 17, 18 & 19, AKA 416 E. RIDGE ST.
6. FOR A CLASS A NON-COMFORMANCE PERMIT (NCU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A NON-CONFORMING STRUCTURE ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOT 123, AKA 404 S. THIRD ST.

INFORMATION REGARDING THE ABOVE MAY BE REVIEWED AT THE ISHPEMING CITY HALL FROM 7:00 A.M. TO 5:00 P.M. MONDAY-THURSDAY AND WRITTEN COMMENTS WILL BE RECEIVED UNTIL THE DATE OF THE HEARING. ANYONE WISHING TO MAKE WRITTEN OR ORAL COMMENTS AT THE HEARINGS WILL BE GIVEN AN OPPORTUNITY TO BE HEARD.

This notice is posted in compliance with P.A. 267 of 1976, as amended and the Americans with Disabilities Act (ADA). The City of Ishpeming Planning Commission will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting or Public Hearing upon notice to the City of Ishpeming Clerk. Individuals with disabilities requiring auxiliary aids should contact the Clerk's office by writing or calling the following: 100 E. Division St., Ishpeming, MI 49849, (906) 485-1091.

ANDREW DUERFELDT, PLANNING AND ZONING DIRECTOR

11(f)



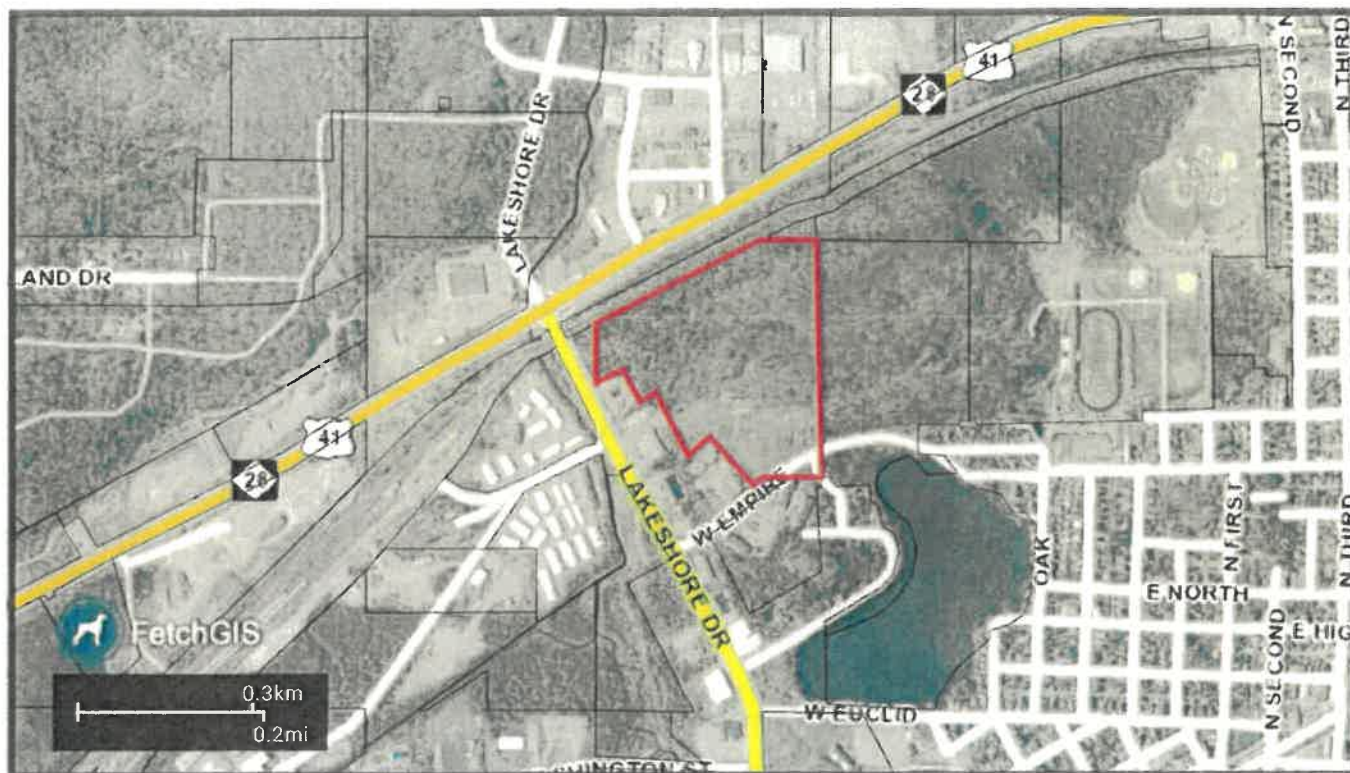
MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-704-013-00

8/5/2026

10:17:20 AM



Property Address

-

-, MI, -



Owner Address

CLEVELAND CLIFFS IRON CO

-

550 E DIVISION ST

ISHPEMING, MI 49849

Unit:

52-51

Unit Name:

CITY OF ISHPEMING

CASE NO. RZ 2026 – 01

**FINDINGS OF FACT FOR CONSIDERATION
TO:**

**THE REZONING OF A PARCEL IN THE DEFERRED DEVELOPMENT (DD) TO MULTIPLE
RESIDENTIAL (MR) DISTRICT:**

**SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS
COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE
OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S
LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF
CARP RIVER.**

1. All fee, notification and publication requirements of the Zoning Ordinance have been met.
2. The parcel is an unplatted lot consisting of $\approx$ 26 acres.
3. The parcel location was previously split-zoned as (DD) and (MR) and rezoning will fully designate the parcel.
4. The parcel location is due north of two (2) existing (MR) parcels.
5. West neighboring lot(s) 1-8 of the Cliffs Commercial Subdivision plat are located on Lakeshore Dr. and designated as General Commercial (GC) district parcels.
6. This proposed rezoning will promote and provide residential development at this location.
7. This proposed rezoning will conform to the *Future Land Use Map* and goals (7.2, 11.1) stated in the *City of Ishpeming 2022-2027 Master Plan*.

ORDINANCE CONSIDERATIONS

Section 3.0 Definitions
Section 7.0 Amendment Procedure
Section 9.0 Classification of Districts
Section 12.0 (MR) Multiple Residential District
Section 17.0 (DD) Deferred Development District
Section 19.0 Schedule of General Regulations
Section 19.1 Footnotes to the Schedule of General Regulations
Section 26.0 Administrative Standards
Section 27.0 Fees
Section 33.0 Public Notice



Andrew Duerfeldt, Zoning Administrator

**City of Ishpeming
Petition for Amending the Zoning Ordinance**

To:

- ☐ Ishpeming City Council
☒ Ishpeming Planning Commission

From:

C. Scott Ishpeming, City Manager/Zoning
(petitioner)

100 E. Division St.
(address)

Ishpeming, MI 49849
(city, state, zip code)

(906) 485-1091
(telephone: home and business)

For Official Use Only:

Date Received: _____

Effective Date: _____

Fee Received: _____

Receipt #: _____

Hearing Date: _____

☐ Ishpeming Planning Commission:

Action: _____

Date: _____

☐ Ishpeming City Council:

Action: _____

Date: _____

Notice of Adoption Date: _____

Case #: _____

Please Note: All questions must be completely answered. If additional space is needed, number and attach additional sheets.

ACTION REQUESTED:

The petitioner requests Ishpeming improve the following petition for a zoning amendment. This petition is for a text amendment "A" or a change to the zoning map "B" or both.

- Fill out pages 1, 2, and 4 of this application for A (text amendment).
- Fill out only pages 1, 3, and 4 for B (changing the zoning map).
- Fill out pages 1, 2, 3 and 4 for both.
- If this is a multiple request, duplicate page 2 or 3, as many times as necessary, so one copy is used for each requested change.

- ☐ A. Zoning Text Change
☒ B. Zoning Map Change
☐ A&B. Both Zoning Text & Map Change

NOTE: The amendment may be adopted as proposed, further revised or not adopted.

[illegible]

The change is shown below, using underlining or bold face, like this, to show new text, and strike out, ~~like this~~, to show words to be deleted:

The change is shown below, using underlining or bold face, like this, to show new text, and strike out, ~~like this~~, to show words to be deleted:

☐ attached, additional sheets if necessary

B. Map change (rezoning): Use another copy of this page for each different area being nominated for rezoning.

This request is to rezone land from: (DD) Deferred Development
to: (MR) Multiple Residential

PROPERTY INFORMATION:

Legal description of land to be rezoned: See attached documents.

- ☒ attached, additional sheets if necessary.
☒ attach copy of map showing proposed change.

Property size: 26 acres

Parcel Identification # (PID): 52-51-704-013-00

Address(es) of the property (If new construction, an address will not be known yet. An address is obtained after a zoning permit is issued.): N/A.

- ☐ attached, additional sheets if necessary.

Attach or list all deed restrictions for the property at question: N/A.

- ☐ attached, additional sheets as necessary.

List names and address of all other persons, firms, or corporations having a legal or equitable interest in the property at question: See attached documents.

- ☒ attached, additional sheets as necessary.

This area is: ☐ Platted ☒ Unplatted ☐ Will Be Platted

If platted, name of plat: _____

What is the present use of the property: None; Deferred Development.

STATEMENT TO JUSTIFY THE PROPOSED AMENDMENT:

State specifically the reason for the proposed amendment at this time: To allow future residential development

Will the zoning amendment conform with the City of Ishpeming Master Plan? Explain how: Yes, Release Master Plan Goal(s) 7.2, 11.1.

If the zoning amendment does not conform with the land use plan, why should the change be made, or why should the land use plan also be amended to accommodate this proposed zoning amendment. Be specific, brief, and document statements. Indicate the existing zoning is in error, or if the conditions have changed to warrant amending the zoning ordinance: This change was requested on behalf of the City Manager to rezone land for future development; Current parcel is split-zoned and will be beneficial to eliminate split-zoning practices.

Attached, more data.

What will the impacts of the zoning amendment anticipated to be on all landowners in the zoning district affected by the amendment: Increased traffic and population.

WHAT ARE THE NUMBER OF ATTACHED SHEETS:

List and describe them:

- | | |
|--|----------------|
| 1. <u>Parcel/Zoning Map Location</u> | 6. <u>...</u> |
| 2. <u>Legal Description</u> | 7. <u>...</u> |
| 3. <u>Legal/Egates Interior List (7 pages)</u> | 8. <u>...</u> |
| 4. <u>...</u> | 9. <u>...</u> |
| 5. <u>...</u> | 10. <u>...</u> |

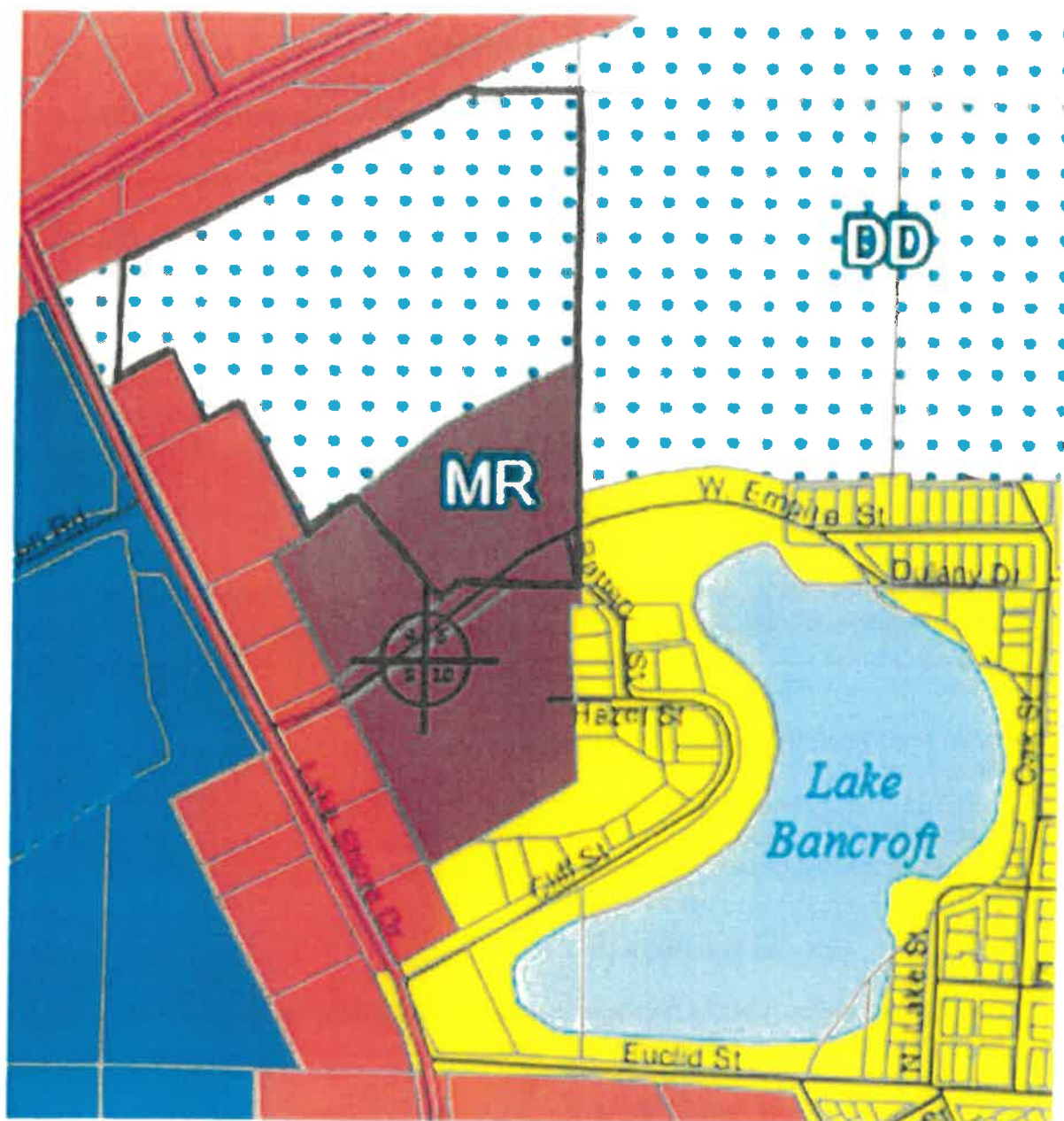
(add more lines if needed)

The undersigned affirms that s/he is the agent representing the applicant requesting the zoning change and that the answers and statements contained here are true.

Signed: [Signature], Planning and Zoning Director.
Date: 08/03/2026

Upon completion send **two (2)** copies to:

City of Ishpeming Planning Commission
Ishpeming City Hall
100 E. Division St.
Ishpeming, MI 49849



Parcel #: 52-51-704-013-00

Legal Description:

SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF CARP RIVER.

**Legal/ Equitable Interest List
(see following pages)**

**650 Lakeshore Dr.
52-51-555-001-00**

**620 Lakeshore Dr.
52-51-555-002-00**

**610 Lakeshore Dr.
52-51-555-003-00**

**606 Lakeshore Dr.
52-51-555-004-00**

**710 W. Empire Dr.
52-51-704-016-05**

**711 W. Empire Dr.
52-51-704-016-10**



MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-555-001-00

8/3/2026

2:03:45 PM



Property Address

650 LAKESHORE DR
ISHPEMING, MI, 49849

This Parcel has no
image on file.

Owner Address

HOOPER DARIN & JAMIE
—
650 LAKESHORE DR
ISHPEMING, MI 49849

Unit: 52-51
Unit Name: CITY OF ISHPEMING

General Information for 2026 Tax Year

Parcel Number:	52-51-555-001-00	Assessed Value:	\$122,300
----------------	------------------	-----------------	-----------



MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-555-002-00

8/3/2026

2:04:41 PM



Property Address

620 LAKESHORE DR

-, MI, -



Owner Address

CHARTER INC

--

PO BOX 490

IRON MOUNTAIN, MI 49801

Unit:

52-51

Unit Name:

CITY OF ISHPEMING



MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-555-003-00

8/3/2026

2:05:17 PM



Property Address

610 LAKESHORE DR
ISHPEMING, MI, 49849



Owner Address

S&J PROPERTIES LLC
—
128 CLIFF ST
ISHPEMING, MI 49849

Unit:

52-51

Unit Name:

CITY OF ISHPEMING



MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-555-004-00

8/3/2026

2:05:44 PM



Property Address

606 LAKESHORE DR
ISHPEMING, MI, 49849



Owner Address

HAVEL BRADLEY
—
1550 S WESTWOOD CR
ISHPEMING, MI 49849

Unit:

52-51

Unit Name:

CITY OF ISHPEMING



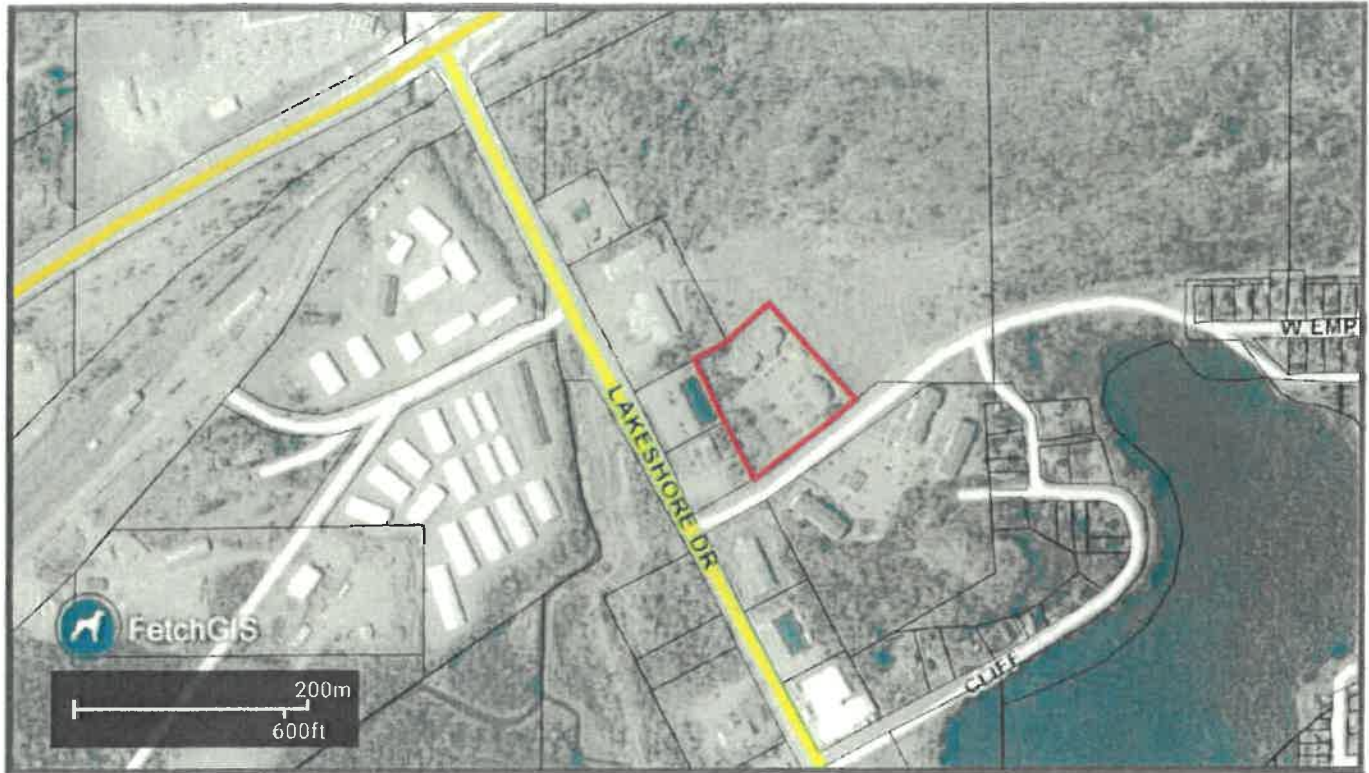
MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-704-016-05

8/3/2026

2:06:12 PM



Property Address

710 W EMPIRE

-, MI, -

This Parcel has no
image on file.

Owner Address

T J WOODCLIFF HOUSING ASSOC LP

-

605 S CAPITOL AV
LANSING, MI 48933

Unit:

52-51

Unit Name:

CITY OF ISHPERING

General Information for 2026 Tax Year

Parcel Number:

52-51-704-016-05

Assessed Value:

\$0



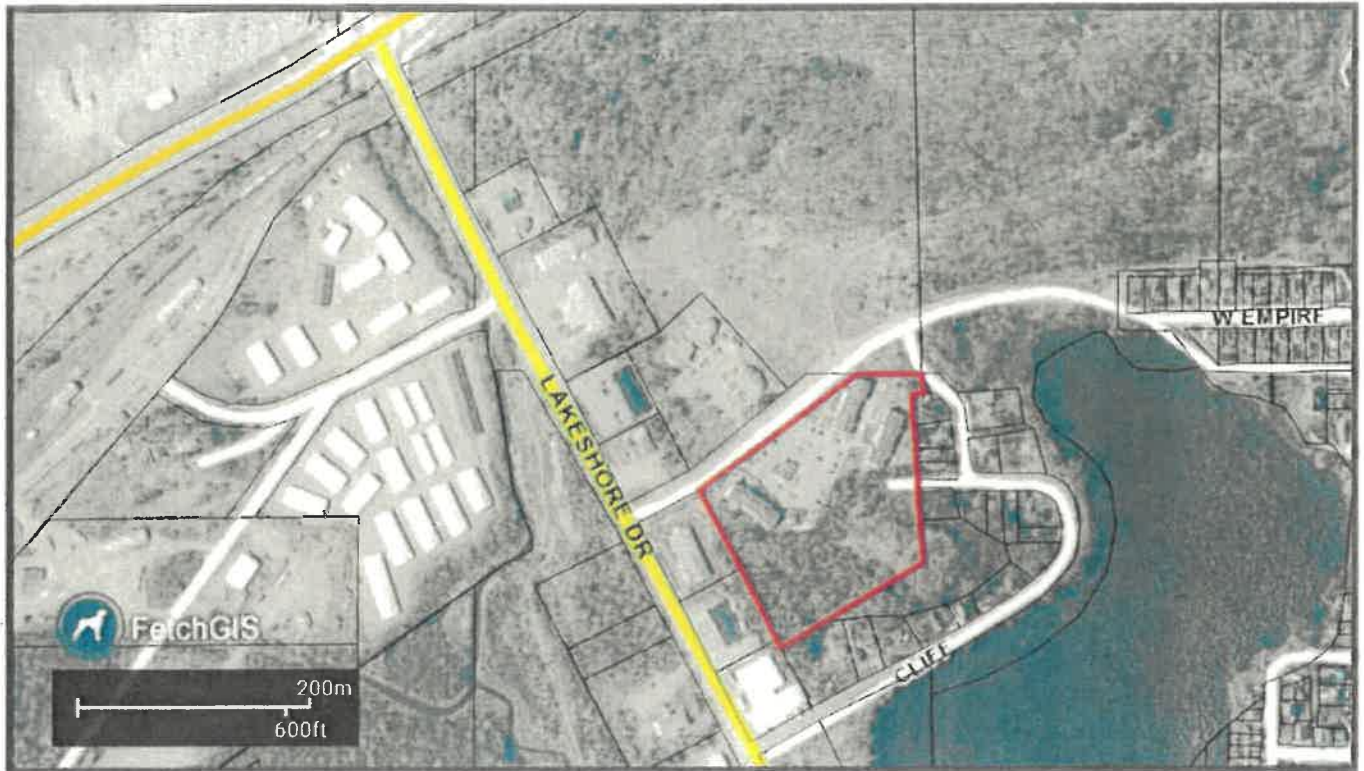
MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-51-704-016-10

8/3/2026

2:56:23 PM



Property Address

711 W EMPIRE ST

-, MI, -

This Parcel has no
image on file.

Owner Address

CANDA MANOR 72 LLC

-

108 S ADAMS ST SUITE 981106

YPSILANTI, MI 48197

Unit:

52-51

Unit Name:

CITY OF ISHPERING

General Information for 2026 Tax Year

Parcel Number:

52-51-704-016-10

Assessed Value:

\$1,625,550

HOOPER DARIN & JAMIE
650 LAKESHORE DR
ISHPEMING MI 49849

HAVEL BRADLEY
1550 S WESTWOOD CR
ISHPEMING MI 49849

SOUTH HAROLD
309 BATTERY ST
ISHPEMING MI 49849

HINTSALA REINO & SUSAN
JAN DOBSON
137 CAMBRIA ST
NEGAUNEE MI 49866

T J WOODCLIFF HOUSING ASSOC LP
605 S CAPITOL AV
LANSING MI 48933

CHARTER INC
PO BOX 490
IRON MOUNTAIN MI 49801

SANDERS DAVID & RONDA
323 BATTERY ST
ISHPEMING MI 49849

BISCHOF RYAN & TAYLOR
305 HAZEL ST
ISHPEMING MI 49849

WISE FAMILY TRUST
HARVEY & ANN WISE TRUSTEES
212 HAZEL ST
ISHPEMING MI 49849

CANDA MANOR LLP
C O THIES & TALLE MANAGEMENT
470 W 78TH ST #260
CHANHASSEN MN 55317-4547

S&J PROPERTIES LLC
128 CLIFF ST
ISHPEMING MI 49849

HOLMES ROBERT & ANN
313 BATTERY ST
ISHPEMING MI 49849

BITNER THOMAS & SUSAN
BITNER FAMILY TRUST
2031 HARPER ST
EL CERRITO CA 94530

ABC STORAGE MI LLC
9515 HILLWOOD DR
LAS VEGAS NV 89134



R2 2026-01

20

Property Address

—
—, MI, —



Owner Address

CLEVELAND CLIFFS IRON CO

—

550 E DIVISION ST
ISHPEMING, MI 49849

Unit:

52-51

Unit Name:

CITY OF ISHPEMING

**NOTICE OF A
LEGAL ADVERTISEMENT**

CITY OF ISHPEMING PLANNING COMMISSION

PLEASE TAKE NOTICE THAT ON AUGUST 10, 2026, AT 6:00 P.M., THE CITY OF ISHPEMING PLANNING COMMISSION WILL CONDUCT A PUBLIC HEARING(S) AT THE ISHPEMING CITY HALL, 100 EAST DIVISION ST., ISHPEMING, MICHIGAN 49849 TELEPHONE (906) 485-1091, TO CONSIDER THE FOLLOWING REQUEST(S):

1. FOR A REZONING (RZ 2026-01) OF A PARCEL IN THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT TO THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT DESCRIBED AS:
SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF CARP RIVER.
2. FOR A ZONING TEXT AMENDMENT (ZTA 2026-01) OF ZONING ORDINANCE #8-100 SECTION 17.0 TO CHANGE NAME, PERMITTED AND CONDITIONAL USES OF THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT.
3. FOR A ZONING TEXT AMENDMENT (ZTA 2026-02) OF ZONING ORDINANCE #8-100 SECTION 19.0.A TO ADD MINIMUM LOT WIDTH TO THE DD (DEFERRED DEVELOPMENT) DISTRICT.
4. FOR A ZONING TEXT AMENDMENT (ZTA 2026-03) OF ZONING ORDINANCE #8-100 SECTION 12.3 TO ADD MANUFACTURED HOUSING COMMUNITIES AS A CONDITIONAL USE IN THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT.
5. FOR A CONDITIONAL USE PERMIT (CU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A MEMBERSHIP ORGANIZATION ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOTS 14, 15 & 16 & E 1/2 OF LOTS 17, 18 & 19, AKA 416 E. RIDGE ST.
6. FOR A CLASS A NON-COMFORMANCE PERMIT (NCU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A NON-CONFORMING STRUCTURE ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOT 123, AKA 404 S. THIRD ST.

INFORMATION REGARDING THE ABOVE MAY BE REVIEWED AT THE ISHPEMING CITY HALL FROM 7:00 A.M. TO 5:00 P.M. MONDAY-THURSDAY AND WRITTEN COMMENTS WILL BE RECEIVED UNTIL THE DATE OF THE HEARING. ANYONE WISHING TO MAKE WRITTEN OR ORAL COMMENTS AT THE HEARINGS WILL BE GIVEN AN OPPORTUNITY TO BE HEARD.

This notice is posted in compliance with P.A. 267 of 1976, as amended and the Americans with Disabilities Act (ADA). The City of Ishpeming Planning Commission will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting or Public Hearing upon notice to the City of Ishpeming Clerk. Individuals with disabilities requiring auxiliary aids should contact the Clerk's office by writing or calling the following: 100 E. Division St., Ishpeming, MI 49849, (906) 485-1091.

ANDREW DUERFELDT, PLANNING AND ZONING DIRECTOR

11(g)

CASE NO. ZTA 2026 – 01

FINDINGS OF FACT FOR CONSIDERATION OF A ZONING TEXT AMENDMENT (ZTA) TO: CHANGE NAME, PERMITTED AND CONDITIONAL USES OF THE (DD) DEFERRED DEVELOPMENT DISTRICT.

1. All fee, notification and publication requirements of the City of Ishpeming Zoning Ordinance #8-100 have been met.
2. Proposed text amendment is in accordance with the City of Ishpeming Master Plan Future Land Use Map designations.
3. The intent of the proposed text amendment is to accommodate current and future land uses with consideration to pending City of Ishpeming land purchase agreement with Cleveland-Cliffs, Inc.
4. The intent of the proposed text amendment is to provide district-specific conservation and recreation land uses.
5. Both permitted and conditional uses have been increased to accommodate potential uses within the district.
6. Four (4) land use exclusions have been added to prevent incompatible land uses with the proposed text amendment of the district.
7. Current land uses will not be retroactively obsoleted due to this proposed text amendment.
8. Future rezoning may be necessary for select locations in accordance with City of Ishpeming Master Plan Future Land Use Map designations.

ORDINANCE CONSIDERATIONS

Section 3.0 Definitions
Section 17.0 (DD) Deferred Development District
Section 19.0 Schedule of General Regulations
Section 26.0 Administrative Standards
Section 29.0 Zoning Administrator
Section 33.0 Public Notice



Andrew Duerfeldt, Zoning Administrator

**City of Ishpeming
Petition for Amending the Zoning Ordinance**

To:

- ☐ Ishpeming City Council
☒ Ishpeming Planning Commission

From:

City of Ishpeming
(petitioner)

100 E. Division St.
(address)

Ishpeming, MI 49849
(city, state, zip code)

(906) 485-1091
(telephone: home and business)

For Official Use Only:

Date Received: _____

Effective Date: _____

Fee Received: _____

Receipt #: _____

Hearing Date: _____

☐ Ishpeming Planning Commission:

Action: _____

Date: _____

☐ Ishpeming City Council:

Action: _____

Date: _____

Notice of Adoption Date: _____

Case #: _____

Please Note: All questions must be completely answered. If additional space is needed, number and attach additional sheets.

ACTION REQUESTED:

The petitioner requests Ishpeming improve the following petition for a zoning amendment. This petition is for a text amendment "A" or a change to the zoning map "B" or both.

- Fill out pages 1, 2, and 4 of this application for A (text amendment).
- Fill out only pages 1, 3, and 4 for B (changing the zoning map).
- Fill out pages 1, 2, 3 and 4 for both.
- If this is a multiple request, duplicate page 2 or 3, as many times as necessary, so one copy is used for each requested change.

- ☒ A. Zoning Text Change
☐ B. Zoning Map Change
☐ A&B. Both Zoning Text & Map Change

NOTE: The amendment may be adopted as proposed, further revised or not adopted.

- A. Text amendment: Use another copy of this page for each different section being nominated for a text change.

This request is to change the text of section (§) 17.0 (DD) Deferred Development District; ^{All} (DD) references.
The change is shown below, using underlining or bold face, like this, to show new text, and strike out, like ~~this~~, to show words to be deleted:

See: Attached Sheets.

☒ attached, additional sheets if necessary

Why, what is the purpose of the proposed zoning text change:

The purpose of Change is to amend Section Name, permitted and Conditional uses to accommodate current and future land use in accordance with Master Plan.

B. Map change (rezoning): Use another copy of this page for each different area being nominated for rezoning.

This request is to rezone land from: _____
to: _____

PROPERTY INFORMATION:

Legal description of land to be rezoned: _____

- ☐ attached, additional sheets if necessary.
- ☐ attach copy of map showing proposed change.

Property size: _____

Parcel Identification # (PID): _____

Address(es) of the property (If new construction, an address will not be known yet. An address is obtained after a zoning permit is issued.): _____

- ☐ attached, additional sheets if necessary.

Attach or list all deed restrictions for the property at question: _____

- ☐ attached, additional sheets as necessary.

List names and address of all other persons, firms, or corporations having a legal or equitable interest in the property at question: _____

- ☐ attached, additional sheets as necessary.

This area is: ☐ Platted ☐ Unplatted ☐ Will Be Platted

If platted, name of plat: _____

What is the present use of the property: _____

STATEMENT TO JUSTIFY THE PROPOSED AMENDMENT:

State specifically the reason for the proposed amendment at this time: Reason includes accommodation to current and future land use with consideration to purchase of land from Cleveland Cliffs Inc.

Will the zoning amendment conform with the City of Ishpeming Master Plan? Explain how: Yes;
Ref. Future Land Use Map.

If the zoning amendment does not conform with the land use plan, why should the change be made, or why should the land use plan also be amended to accommodate this proposed zoning amendment. Be specific, brief, and document statements. Indicate the existing zoning is in error, or if the conditions have changed to warrant amending the zoning ordinance: N/A

Attached, more data.

What will the impacts of the zoning amendment anticipated to be on all landowners in the zoning district affected by the amendment: Current land uses will not be retroactively impacted; Permitted and Conditional uses are diversified to increase land use options while preserving land for conservation and recreational purposes.

WHAT ARE THE NUMBER OF ATTACHED SHEETS:

List and describe them:

- | | |
|---|-----------|
| 1. <u>Section 17.0 Additions</u> | 6. _____ |
| 2. <u>Section 17.0 Deletions</u> | 7. _____ |
| 3. <u>Future Land Use Map</u> | 8. _____ |
| 4. <u>OFFICIAL ZONING MAP</u> | 9. _____ |
| 5. <u>Proposed Amendment Map Representation</u> | 10. _____ |
- (add more lines if needed)

The undersigned affirms that s/he is the agent representing the applicant requesting the zoning change and that the answers and statements contained here are true.

Signed: [Signature] Zoning Administrator, City of Ishpeming
Date: 06/30/2026

Upon completion send **two (2)** copies to:

City of Ishpeming Planning Commission
Ishpeming City Hall
100 E. Division St.
Ishpeming, MI 49849

17.0 SECTION 17.0: (CR) CONSERVATION/ RECREATION DISTRICT

17.1 Intent: The intent of the CR district is to preserve the character of the land in the City which have outstanding scenic and/or recreational qualities by restricting development not suited to this goal; to prevent development of land which has great ecological value or where there are natural hazards to development; and to control the construction of structures nearing hills and trail systems used for recreation. One of the purposes of the CR district is to have an appropriate zoning district for the conservation of open spaces, water supply sources, woodland areas, wildlife, and other natural resources. This district may include extensively steeply sloped areas, stream valleys, water supply sources and wooded areas adjacent thereto.

17.2 Principal Uses (See Section 19.0)

- A. Forest, woodland, natural, wetland, and wildlife preserves and areas.
- B. Forestry management. Restricted to selective cutting only.
- C. Nature parks and other similar institutions (71219).
- D. Personal garden.
- E. Public and outdoor recreation areas.
- F. Public building/pavilion.
- G. Riding academies.
- H. Riding trails.

17.3 Conditional Uses (Requires Planning Commission Approval, See Section 25.0)

- A. Accessory building(s).
- B. Campgrounds (7212).
- C. Community garden.
- D. Demonstration garden.
- E. Docks, piers or water access structures for recreational purposes.
- F. Cemetery.
- G. Flood control or watershed protection works.
- H. Mineral extraction.
- I. Non-Industrial agriculture.
- J. Public utility workstations (221121), See Section 25.3 D.
- K. Shooting ranges, gun clubs, archery ranges.
- L. Single family dwelling unit.
- M. Skiing facilities (713920).
- N. Solar electric power generation (221114).
- O. Telecommunications towers.
- P. Wind electric power generation (221115).

17.4 Exclusions

- A. Uses in this district do not include:
 - a. Fish and/or game hatcheries.
 - b. Golf courses and country clubs (71391).
 - c. Industrial agriculture (111).
 - d. Water supply works.

17.0 SECTION 17.0: (DD) DEFERRED DEVELOPMENT DISTRICT

17.1 Intent: ~~To place aside larger undeveloped parcels of the City for future development purposes, by limiting unplanned development which tends to divide areas into smaller more difficult to develop parcels. It is also the intent to delay development until utilities and services can be provided to the area.~~

17.2 Principal Uses: (See Section 19.0)

- ~~A. Agriculture, including production of plants and animals for sale or personal use.~~
- ~~B. Forestry management and timber production. Restricted to selective cutting only.~~
- ~~C. Manufactured housing communities.~~
- ~~D. Land, water and wildlife conservation and education operations.~~

17.3 Conditional Uses: (Requires Planning Commission approval, See Section 25.0)

- ~~A. Structures having a permanent or fixed foundation.~~
- ~~B. Single family dwelling unit and customary accessory detached uses and structures.~~
- ~~C. Recreational facilities such as: Golf courses, athletic fields, and archery and shooting ranges, horse boarding and riding, equine assisted psychotherapy.~~
- ~~D. Cemetery.~~
- ~~E. Public utility substations (221121), See Section 25.3 D.~~

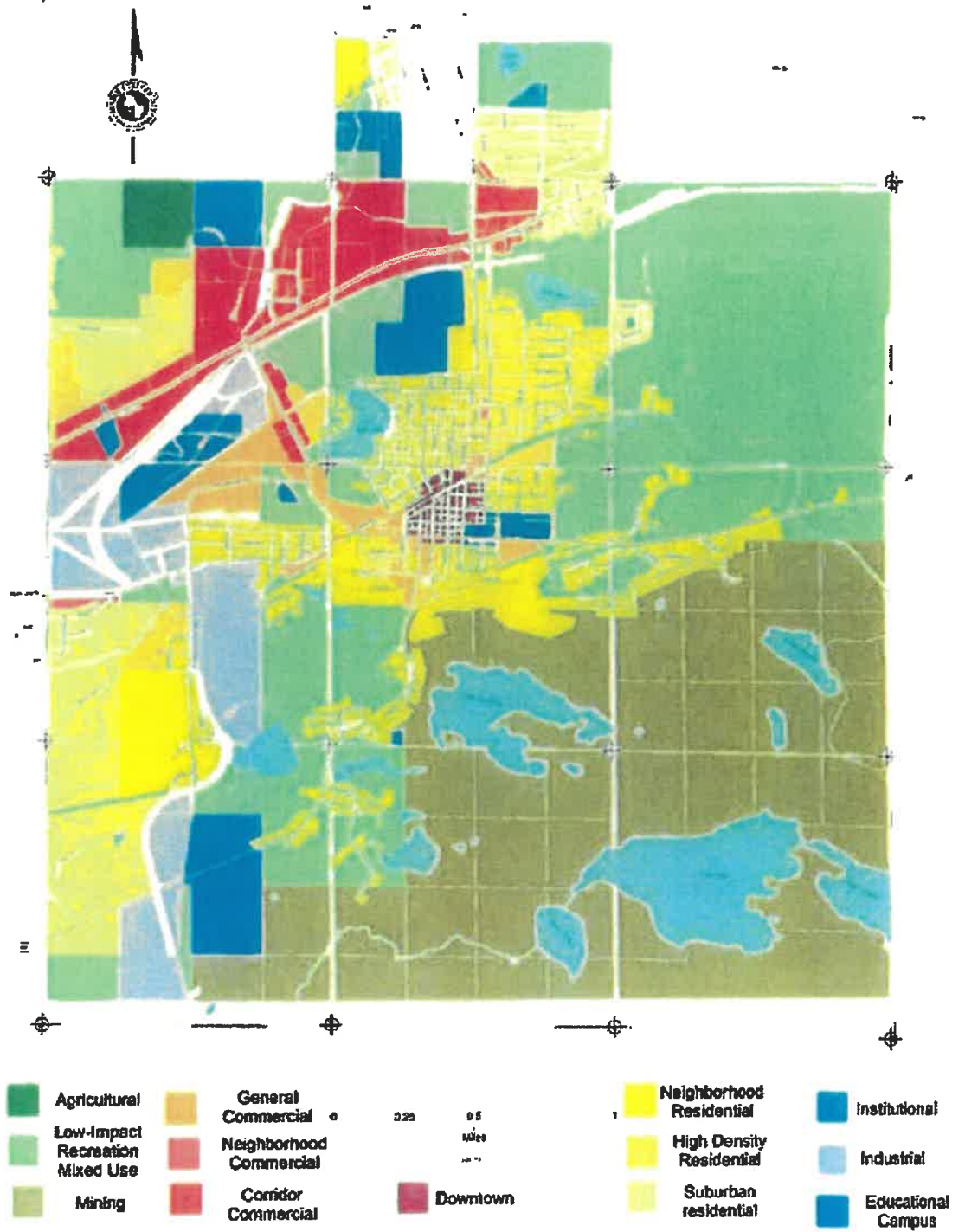
18.0 SECTION 18.0: (MI) MINING DISTRICT

18.1 Intent: ~~To establish and preserve tracts of mineral lands within the City which have a potential for development into mining projects. It is also the intent to:~~

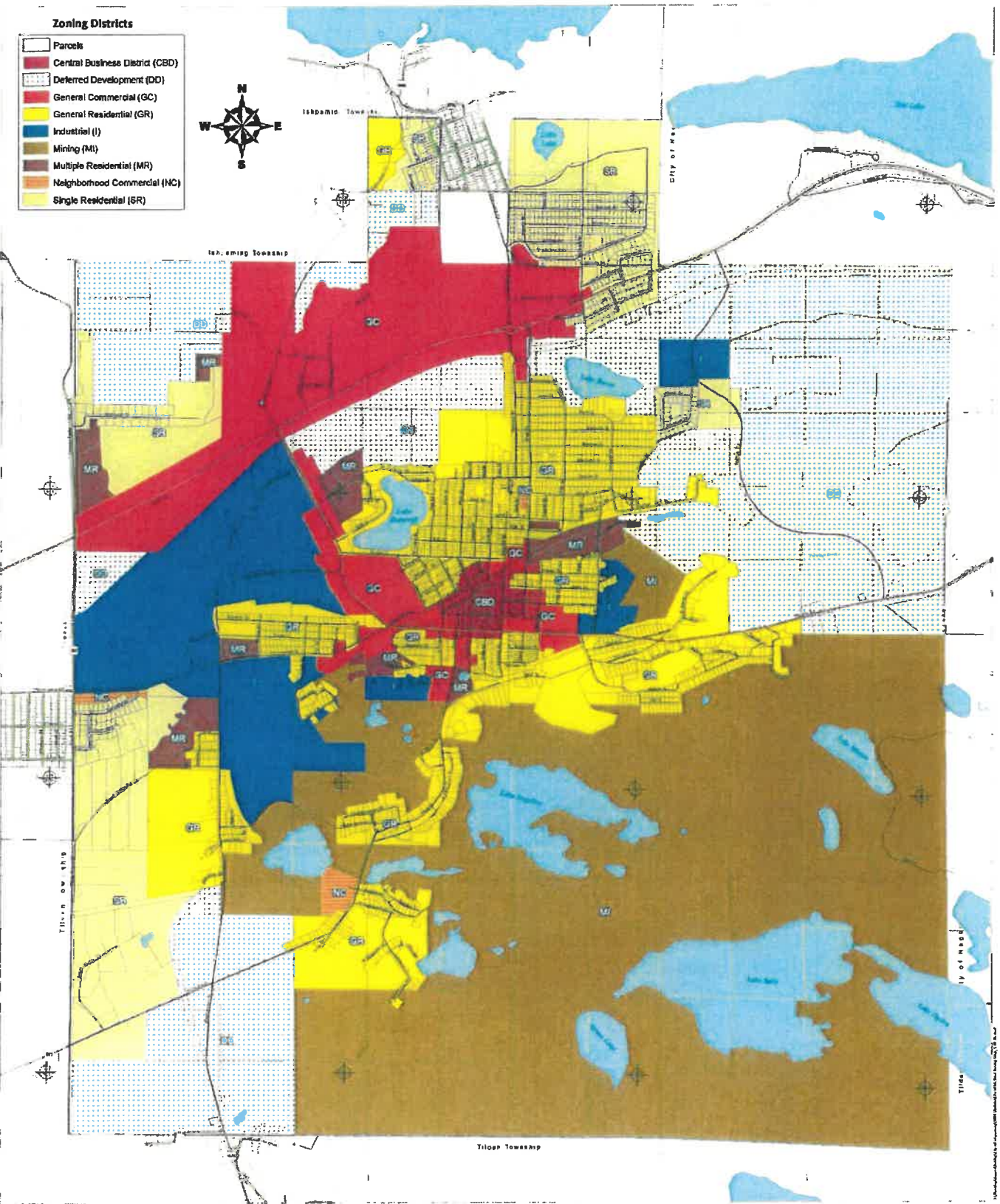
- ~~A. Provide for proper environmental management during the planning, operational and reclamation stages of the mining (beneficiation) process and other permitted land uses.~~
- ~~B. Permit freedom of action during the exploration phase necessary to the definition of an economic ore deposit.~~
- ~~C. Provide freedom of access for essential repair of safety fencing and other items installed to protect the populace against the dangers associated with old and abandoned mine workings and other permitted land uses.~~

~~in the MI (Mining District) the parenthetical number (00000) listed by each use is taken from the North American Industry Classification System (NAICS) 2012 published by the U.S. Office of Management and Budget and is intended to provide a general guide of uses intended under each heading. Refer to Appendix "A" for detailed NAICS information.~~

Future Land Use Map City of Ishpeming



City of Ishpeming Official Zoning Map



Print date: 31 February 2018

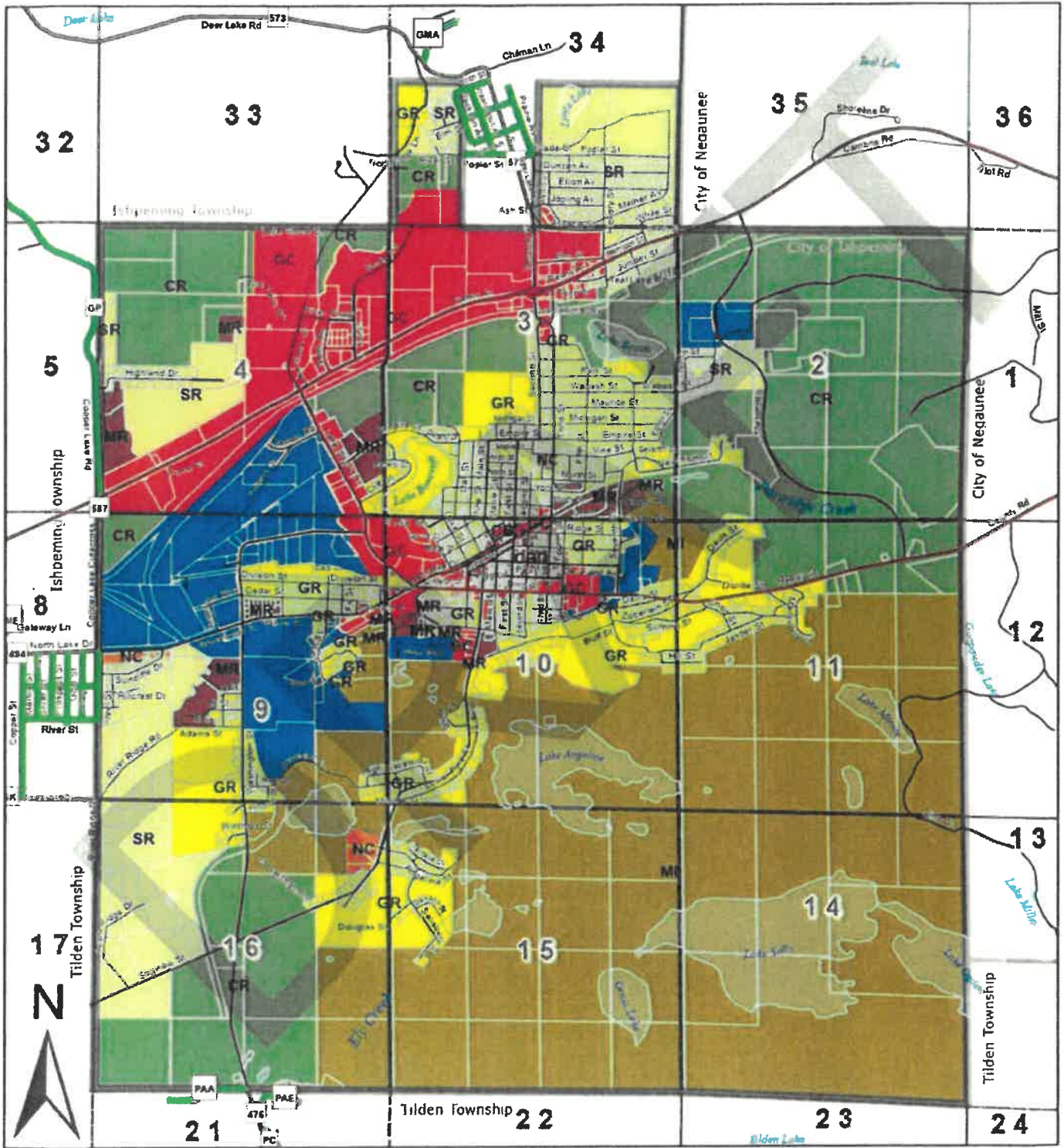
This map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming. The map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming. The map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming.

This map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming. The map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming. The map is a public document and is not to be used for any other purpose without the written consent of the City of Ishpeming.

Prepared by
MARQUETTE COUNTY
Marquette County Planning Division

Proposed Conservation/Recreation Redistricting City of Ishpeming Marquette County, Michigan

Path: J:\GIS\Planning\Processed Data\City of Ishpeming_1.22.aprx



Date: April 21, 2026

**NOTICE OF A
LEGAL ADVERTISEMENT**

CITY OF ISHPEMING PLANNING COMMISSION

PLEASE TAKE NOTICE THAT ON AUGUST 10, 2026, AT 6:00 P.M., THE CITY OF ISHPEMING PLANNING COMMISSION WILL CONDUCT A PUBLIC HEARING(S) AT THE ISHPEMING CITY HALL, 100 EAST DIVISION ST., ISHPEMING, MICHIGAN 49849 TELEPHONE (906) 485-1091, TO CONSIDER THE FOLLOWING REQUEST(S):

1. FOR A REZONING (RZ 2026-01) OF A PARCEL IN THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT TO THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT DESCRIBED AS:
SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF CARP RIVER.
2. FOR A ZONING TEXT AMENDMENT (ZTA 2026-01) OF ZONING ORDINANCE #8-100 SECTION 17.0 TO CHANGE NAME, PERMITTED AND CONDITIONAL USES OF THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT.
3. FOR A ZONING TEXT AMENDMENT (ZTA 2026-02) OF ZONING ORDINANCE #8-100 SECTION 19.0.A. TO ADD MINIMUM LOT WIDTH TO THE DD (DEFERRED DEVELOPMENT) DISTRICT.
4. FOR A ZONING TEXT AMENDMENT (ZTA 2026-03) OF ZONING ORDINANCE #8-100 SECTION 12.3 TO ADD MANUFACTURED HOUSING COMMUNITIES AS A CONDITIONAL USE IN THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT.
5. FOR A CONDITIONAL USE PERMIT (CU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A MEMBERSHIP ORGANIZATION ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOTS 14, 15 & 16 & E 1/2 OF LOTS 17, 18 & 19, AKA 416 E. RIDGE ST.
6. FOR A CLASS A NON-COMFORMANCE PERMIT (NCU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A NON-CONFORMING STRUCTURE ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOT 123, AKA 404 S. THIRD ST.

INFORMATION REGARDING THE ABOVE MAY BE REVIEWED AT THE ISHPEMING CITY HALL FROM 7:00 A.M. TO 5:00 P.M. MONDAY-THURSDAY AND WRITTEN COMMENTS WILL BE RECEIVED UNTIL THE DATE OF THE HEARING. ANYONE WISHING TO MAKE WRITTEN OR ORAL COMMENTS AT THE HEARINGS WILL BE GIVEN AN OPPORTUNITY TO BE HEARD.

This notice is posted in compliance with P.A. 267 of 1976, as amended and the Americans with Disabilities Act (ADA). The City of Ishpeming Planning Commission will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting or Public Hearing upon notice to the City of Ishpeming Clerk. Individuals with disabilities requiring auxiliary aids should contact the Clerk's office by writing or calling the following: 100 E. Division St., Ishpeming, MI 49849, (906) 485-1091.

ANDREW DUERFELDT, PLANNING AND ZONING DIRECTOR

11(h)

CASE NO. ZTA 2026 – 02

FINDINGS OF FACT FOR CONSIDERATION OF A ZONING TEXT AMENDMENT (ZTA) TO:

ADD MINIMUM LOT WIDTH TO THE (DD) DEFERRED DEVELOPMENT DISTRICT.

1. All fee, notification and publication requirements of the City of Ishpeming Zoning Ordinance #8-100 have been met.
2. Proposed text amendment is in accordance with the City of Ishpeming Master Plan Future Land Use Map designations.
3. The intent of the proposed text amendment is to accommodate current and future land uses (pending proposed text amendment of Section 17.0 [ZTA 2026-01]).
4. The intent of the proposed text amendment is to provide district-specific minimum open space requirements for conservation and recreation land uses (as described in proposed Section 17.1 of ZTA 2026-01).
5. Current land uses will not be retroactively obsoleted due to this proposed text amendment.

ORDINANCE CONSIDERATIONS

Section 3.0 Definitions
Section 17.0 (DD) Deferred Development District
Section 19.0 Schedule of General Regulations
Section 26.0 Administrative Standards
Section 29.0 Zoning Administrator
Section 33.0 Public Notice



Andrew Duerfeldt, Zoning Administrator

City of Ishpeming Petition for Amending the Zoning Ordinance

To:

- ☐ Ishpeming City Council
- ☐ Ishpeming Planning Commission

From:

City of Ishpeming; Zoning Administrator
(petitioner)

100 E. Division St.
(address)

Ishpeming, MI 49849
(city, state, zip code)

(906) 485-1091
(telephone: home and business)

For Official Use Only:

Date Received: _____

Effective Date: _____

Fee Received: _____

Receipt #: _____

Hearing Date: _____

☐ Ishpeming Planning Commission:

Action: _____

Date: _____

☐ Ishpeming City Council:

Action: _____

Date: _____

Notice of Adoption Date: _____

Case #: _____

Please Note: All questions must be completely answered. If additional space is needed, number and attach additional sheets.

ACTION REQUESTED:

The petitioner requests Ishpeming improve the following petition for a zoning amendment. This petition is for a text amendment "A" or a change to the zoning map "B" or both.

- Fill out pages 1, 2, and 4 of this application for A (text amendment).
- Fill out only pages 1, 3, and 4 for B (changing the zoning map).
- Fill out pages 1, 2, 3 and 4 for both.
- If this is a multiple request, duplicate page 2 or 3, as many times as necessary, so one copy is used for each requested change.

- ☒ A. Zoning Text Change
- ☐ B. Zoning Map Change
- ☐ A&B. Both Zoning Text & Map Change

NOTE: The amendment may be adopted as proposed, further revised or not adopted.

- A. Text amendment: Use another copy of this page for each different section being nominated for a text change.

This request is to change the text of section (§) 19.0.A.

The change is shown below, using underlining or bold face, like this, to show new text, and strike out, ~~like this~~, to show words to be deleted:

☒ attached, additional sheets if necessary

Why, what is the purpose of the proposed zoning text change:

Purpose of zoning text change is to add ~~minimum~~ minimum lot width to (CR) Conservation / Recreation District (Sec. 17.0, amended).

B. Map change (rezoning): Use another copy of this page for each different area being nominated for rezoning.

This request is to rezone land from: _____
to: _____

PROPERTY INFORMATION:

Legal description of land to be rezoned: _____

- ☐ attached, additional sheets if necessary.
☐ attach copy of map showing proposed change.

Property size: _____

Parcel Identification # (PID): _____

Address(es) of the property (If new construction, an address will not be known yet. An address is obtained after a zoning permit is issued.): _____

- ☐ attached, additional sheets if necessary.

Attach or list all deed restrictions for the property at question: _____

- ☐ attached, additional sheets as necessary.

List names and address of all other persons, firms, or corporations having a legal or equitable interest in the property at question: _____

- ☐ attached, additional sheets as necessary.

This area is: ☐ Platted ☐ Unplatted ☐ Will Be Platted

If platted, name of plat: _____

What is the present use of the property: _____

STATEMENT TO JUSTIFY THE PROPOSED AMENDMENT:

State specifically the reason for the proposed amendment at this time: Proposed amendment is to be made in conjunction with ZTA to remove the (DD) Deferred Development District to amended (CR) Conservation / Recreation District.

Will the zoning amendment conform with the City of Ishpeming Master Plan? Explain how: Yes; It conforms with Master Plan Future Land Use Map as Goal 5.5.

If the zoning amendment does not conform with the land use plan, why should the change be made, or why should the land use plan also be amended to accommodate this proposed zoning amendment. Be specific, brief, and document statements. Indicate the existing zoning is in error, or if the conditions have changed to warrant amending the zoning ordinance: N/A.

Attached, more data.

What will the impacts of the zoning amendment anticipated to be on all landowners in the zoning district affected by the amendment: No Current landowners will be retroactively impacted - when lot width is intended to preserve lot areas described in Section 13.1 (amended).

WHAT ARE THE NUMBER OF ATTACHED SHEETS:

List and describe them:

- | | |
|--|-----------|
| 1. <u>Section 19.0 Addition(s)</u> | 6. _____ |
| 2. <u>Section 19.0, Current ordinance.</u> | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(add more lines if needed)

The undersigned affirms that s/he is the agent representing the applicant requesting the zoning change and that the answers and statements contained here are true.

Signed: [Signature] Zoning Administrator, City of Ishpeming
Date: 06/30/2026

Upon completion send **two (2)** copies to:

City of Ishpeming Planning Commission
Ishpeming City Hall
100 E. Division St.
Ishpeming, MI 49849

SECTION 19.0: SCHEDULE OF GENERAL REGULATIONS

A. SIZE, HEIGHT & PLACEMENT REGULATIONS
(See Section 19.1 for Footnotes)

DISTRICTS	Minimum Lot Size	Minimum Lot Width	Minimum Yard Required			Maximum Height (F)
			Front	Side	Rear	
SR: Single Family Residential (Footnotes A, B, C, D, G, H, & I)	7,500 sq. ft.	75 ft.	25 ft.	10 ft.	30 ft.	35 ft.
GR: General Residential (Footnotes A, B, C, D, G, H, & I)	6,000 sq. ft.	75 ft.	20 ft.	6 & 8 ft.	25 ft.	35 ft.
MR: Multiple Residential (Footnotes A, B, C, D, G, H, I, & J)	15,000 sq. ft.	100 ft.	30 ft.	15 ft.	20 ft.	48 ft.
NC: Neighborhood Commercial (Footnotes B, D, G, H, I & J)	---	---	20 ft.	6 & 8 ft.	25 ft.	35 ft.
CBD: Central Business District (Footnotes B, E, I & J)	---	---	---	---	10 ft.	48 ft./4 stories
GC: General Commercial (Foot. A, B, D, H, I, & J)	---	---	20 ft.	10 ft.	10 ft.	48 ft./4 stories
I: Industrial (Footnotes D, H, I & J)	---	---	30 ft.	15 ft.	15 ft.	40 ft.

DISTRICT	Lot Size	Lot Width	Front	Side	Rear	Height (F)
DD: Deferred Development CR: Conservation/ Recreation (Footnotes D, H & I)	None	100 ft.	50 ft.	50 ft.	50 ft.	35 ft.
MI: Mining District (Footnote I)	---	---	---	---	---	---

B. SCOPE OF REGULATIONS TO LIMIT HEIGHTS, BULK, DENSITY, AREA AND PLACEMENT BY DISTRICT.

1. Except as otherwise specifically provided in this ordinance, no building or structure or part thereof shall hereafter be erected, constructed, altered or maintained, and no new use or change in use shall be made or maintained of any building, structure or land, in part, thereof, except in conformity with the provisions of this ordinance.

SECTION 19.0: SCHEDULE OF GENERAL REGULATIONS**A. SIZE, HEIGHT & PLACEMENT REGULATIONS**

(See Section 19.1 for Footnotes)

DISTRICTS	Minimum Lot Size	Minimum Lot Width	Minimum Yard Required			Maximum Height (F)
Front	Side	Rear				
SR: Single Family Residential (Footnotes A, B, C, D, G, H, & I)	7,500 sq. ft.	75 ft.	25 ft.	10 ft.	30 ft.	35 ft.
GR: General Residential (Footnotes A, B, C, D, G, H, & I)	6,000 sq. ft.	75 ft.	20 ft.	6 & 8 ft.	25 ft.	35 ft.
MR: Multiple Residential (Footnotes A, B, C, D, G, H, I, & J)	15,000 sq. ft.	100 ft.	30 ft.	15 ft.	20 ft.	48 ft.
NC: Neighborhood Commercial (Footnotes B, D, G, H, I & J)	---	---	20 ft.	6 & 8 ft.	25 ft.	35 ft.
CBD: Central Business District (Footnotes B, E, I & J)	---	---	---	---	10 ft.	48 ft./4 stories
GC: General Commercial (Foot. A, B, D, H, I, & J)	---	---	20 ft.	10 ft.	10 ft.	48 ft./4 stories
I: Industrial (Footnotes D, H, I & J)	---	---	30 ft.	15 ft.	15 ft.	40 ft.
DD: Deferred Development (Footnotes D, H, & I)	---	---	50 ft.	50 ft.	50 ft.	35 ft.
MI: Mining District (Footnote I)	---	---	---	---	---	---

B. SCOPE OF REGULATIONS TO LIMIT HEIGHTS, BULK, DENSITY, AREA AND PLACEMENT BY DISTRICT.

1. Except as otherwise specifically provided in this ordinance, no building or structure or part thereof shall hereafter be erected, constructed, altered or maintained, and no new use or change in use shall be made or maintained of any building, structure or land, in part, thereof, except in conformity with the provisions of this ordinance.

**NOTICE OF A
LEGAL ADVERTISEMENT**

CITY OF ISHPEMING PLANNING COMMISSION

PLEASE TAKE NOTICE THAT ON AUGUST 10, 2026, AT 6:00 P.M., THE CITY OF ISHPEMING PLANNING COMMISSION WILL CONDUCT A PUBLIC HEARING(S) AT THE ISHPEMING CITY HALL, 100 EAST DIVISION ST., ISHPEMING, MICHIGAN 49849 TELEPHONE (906) 485-1091, TO CONSIDER THE FOLLOWING REQUEST(S):

1. FOR A REZONING (RZ 2026-01) OF A PARCEL IN THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT TO THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT DESCRIBED AS:
SEC 4 T47N R27W NE 1/4 OF SE 1/4 EXC THAT PART LYING N OF US- 41 & EXC THAT PART OCCUPIED BY CLIFFS COMMERCIAL SUBDIVISION & EXC US-41 & RR ROWS. & EXC THAT PART BEG AT INT OF S LINE THEREOF & E LINE OF CLIFFS COMM SUB TH N27DEG48'W 110' M/L TH N62DEG12'E 100' TH N48DEG42'E 161.31' TH S41DEG18'E TO S LINE TH W TO POB. EXC PART LYING W OF LAKESHORE DR & N OF CARSON RD & EXC THAT PART LYING W OF CARP RIVER.
2. FOR A ZONING TEXT AMENDMENT (ZTA 2026-01) OF ZONING ORDINANCE #8-100 SECTION 17.0 TO CHANGE NAME, PERMITTED AND CONDITIONAL USES OF THE DD (DEFERRED DEVELOPMENT) ZONING DISTRICT.
3. FOR A ZONING TEXT AMENDMENT (ZTA 2026-02) OF ZONING ORDINANCE #8-100 SECTION 19.0.A. TO ADD MINIMUM LOT WIDTH TO THE DD (DEFERRED DEVELOPMENT) DISTRICT.
4. FOR A ZONING TEXT AMENDMENT (ZTA 2026-03) OF ZONING ORDINANCE #8-100 SECTION 12.3 TO ADD MANUFACTURED HOUSING COMMUNITIES AS A CONDITIONAL USE IN THE MR (MULTIPLE RESIDENTIAL) ZONING DISTRICT.
5. FOR A CONDITIONAL USE PERMIT (CU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A MEMBERSHIP ORGANIZATION ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOTS 14, 15 & 16 & E 1/2 OF LOTS 17, 18 & 19, AKA 416 E. RIDGE ST.
6. FOR A CLASS A NON-COMFORMANCE PERMIT (NCU 2026-02) IN THE GR (GENERAL RESIDENTIAL) ZONING DISTRICT TO PERMIT A NON-CONFORMING STRUCTURE ON A PARCEL DESCRIBED AS:
CLEVELAND IRON MINING CO'S ADDITION LOT 123, AKA 404 S. THIRD ST.

INFORMATION REGARDING THE ABOVE MAY BE REVIEWED AT THE ISHPEMING CITY HALL FROM 7:00 A.M. TO 5:00 P.M. MONDAY-THURSDAY AND WRITTEN COMMENTS WILL BE RECEIVED UNTIL THE DATE OF THE HEARING. ANYONE WISHING TO MAKE WRITTEN OR ORAL COMMENTS AT THE HEARINGS WILL BE GIVEN AN OPPORTUNITY TO BE HEARD.

This notice is posted in compliance with P.A. 267 of 1976, as amended and the Americans with Disabilities Act (ADA). The City of Ishpeming Planning Commission will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting or Public Hearing upon notice to the City of Ishpeming Clerk. Individuals with disabilities requiring auxiliary aids should contact the Clerk's office by writing or calling the following: 100 E. Division St., Ishpeming, MI 49849, (906) 485-1091.

ANDREW DUERFELDT, PLANNING AND ZONING DIRECTOR

11(i)

CASE NO. ZTA 2026 – 03

FINDINGS OF FACT FOR CONSIDERATION OF A ZONING TEXT AMENDMENT (ZTA) TO:

ADD MANUFACTURED HOUSING COMMUNITIES AS A CONDITIONAL USE TO THE (MR) MULTIPLE RESIDENTIAL DISTRICT.

1. All fee, notification and publication requirements of the City of Ishpeming Zoning Ordinance #8-100 have been met.
2. Proposed text amendment is in accordance with the City of Ishpeming Master Plan (ref. Section 5, 7).
3. The intent of the proposed text amendment is to accommodate the need for Manufactured Housing Communities due to removed use from the (DD) Deferred Development district (pending ZTA 2026-01 proposed amendment of Section 17.0).
4. Current land uses will not be retroactively obsoleted due to this proposed text amendment.

ORDINANCE CONSIDERATIONS

Section 3.0 Definitions
Section 12.0 (MR) Multiple Residential District
Section 17.0 (DD) Deferred Development District
Section 26.0 Administrative Standards
Section 29.0 Zoning Administrator
Section 33.0 Public Notice



Andrew Duerfeldt, Zoning Administrator

City of Ishpeming Petition for Amending the Zoning Ordinance

To:

- ☐ Ishpeming City Council
☒ Ishpeming Planning Commission

From:

Chief Ishpeming Zoning Administrator
(petitioner)

100 E. Division St.
(address)

Ishpeming, MI 49889
(city, state, zip code)

(906) 485-1091
(telephone: home and business)

For Official Use Only:

Date Received: _____

Effective Date: _____

Fee Received: _____

Receipt #: _____

Hearing Date: _____

☐ Ishpeming Planning Commission:

Action: _____

Date: _____

☐ Ishpeming City Council:

Action: _____

Date: _____

Notice of Adoption Date: _____

Case #: _____

Please Note: All questions must be completely answered. If additional space is needed, number and attach additional sheets.

ACTION REQUESTED:

The petitioner requests Ishpeming improve the following petition for a zoning amendment. This petition is for a text amendment "A" or a change to the zoning map "B" or both.

- Fill out pages 1, 2, and 4 of this application for A (text amendment).
- Fill out only pages 1, 3, and 4 for B (changing the zoning map).
- Fill out pages 1, 2, 3 and 4 for both.
- If this is a multiple request, duplicate page 2 or 3, as many times as necessary, so one copy is used for each requested change.

- ☒ A. Zoning Text Change
☐ B. Zoning Map Change
☐ A&B. Both Zoning Text & Map Change

NOTE: The amendment may be adopted as proposed, further revised or not adopted.

- A. Text amendment: Use another copy of this page for each different section being nominated for a text change.

This request is to change the text of section (§) 12.3

The change is shown below, using underlining or bold face, like this, to show new text, and strike out, like ~~this~~, to show words to be deleted:

See: attached.

☒ attached, additional sheets if necessary

Why, what is the purpose of the proposed zoning text change:

To add Manufactured Housing Communities as a Conditional Use in the (MR) Multiple Residential District.

B. Map change (rezoning): Use another copy of this page for each different area being nominated for rezoning.

This request is to rezone land from: _____
to: _____

PROPERTY INFORMATION:

Legal description of land to be rezoned: _____

- ☐ attached, additional sheets if necessary.
☐ attach copy of map showing proposed change.

Property size: _____

Parcel Identification # (PID): _____

Address(es) of the property (If new construction, an address will not be known yet. An address is obtained after a zoning permit is issued.): _____

- ☐ attached, additional sheets if necessary.

Attach or list all deed restrictions for the property at question: _____

- ☐ attached, additional sheets as necessary.

List names and address of all other persons, firms, or corporations having a legal or equitable interest in the property at question: _____

- ☐ attached, additional sheets as necessary.

This area is: ☐ Platted ☐ Unplatted ☐ Will Be Platted

If platted, name of plat: _____

What is the present use of the property: _____

STATEMENT TO JUSTIFY THE PROPOSED AMENDMENT:

State specifically the reason for the proposed amendment at this time: Proposed Amendment is to
Accommodate the need for Manufactured Housing Communities removed from
(DD) Defend Developer 2TA as a permitted use.

Will the zoning amendment conform with the City of Ishpeming Master Plan? Explain how: Yes;
Goals 5.5, 7.2.

If the zoning amendment does not conform with the land use plan, why should the change be made, or why should the land use plan also be amended to accommodate this proposed zoning amendment. Be specific, brief, and document statements. Indicate the existing zoning is in error, or if the conditions have changed to warrant amending the zoning ordinance: N/A

Attached, more data.

What will the impacts of the zoning amendment anticipated to be on all landowners in the zoning district affected by the amendment: Manufactured Housing Communities would be a conditional use
and require Planning Commission approval (refer to Section 25.0).

WHAT ARE THE NUMBER OF ATTACHED SHEETS:

List and describe them:

- | | |
|--|-----------|
| 1. <u>Section 12.0 Addition(s)</u> | 6. _____ |
| 2. <u>Section 12.0, Current Ordinance.</u> | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(add more lines if needed)

The undersigned affirms that s/he is the agent representing the applicant requesting the zoning change and that the answers and statements contained here are true.

Signed: [Signature] Zoning Administrator, City of Ishpeming
Date: 06/30/2020

Upon completion send **two (2)** copies to:

City of Ishpeming Planning Commission
Ishpeming City Hall
100 E. Division St.
Ishpeming, MI 49849

12.0 SECTION 12.0: (MR) MULTIPLE RESIDENTIAL DISTRICT

12.1 Intent: To establish and preserve high density residential neighborhoods.

12.2 Permitted Principal Uses:

- A. Detached single-family dwellings located on a platted lot prior to the adoption of this ordinance. (See Section 19).
- B. Duplex Dwelling Unit (2-family unit).
- C. Multiple-family residential structures (Stacked Flats Dwelling) (Townhouse Dwelling)
- D. A State Licensed Residential Facility as defined at M.C.L.A. §125.3102(t), except adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional institutions.
- E. Family (1-6 children) or Group (7-12 children) Day Care Home. (See definition).
- F. Limited Animal Keeping (See Section 22.13).
- G. Customary accessory detached uses and structures. (See Section 19.1G).

12.3 Conditional Uses: (Requires Planning Commission approval, (See Section 25.0)

- A. Detached single-family units.
- B. Child care center (see definition).
- C. Boarding houses.
- D. Places of public assembly, education, and instruction, including schools, religious institutions, service clubs, community centers, libraries and membership organizations.
- E. Instruction in a craft or fine art in a single-family residence, subject to the conditions outlined in M.C.L.A. §125.3204.
- F. Neighborhood grocery store (selling no alcoholic beverages).
- G. Parks and playgrounds.
- H. Home occupations.
- I. Recovery house. (See definition)
- J. Small Wind Turbine (See Section 22.11).
- K. Bed and breakfast establishments (721191)
- L. Public utility substations (221121), See Section 25.3 D

M. Manufactured Housing Communities

12.0 SECTION 12.0: (MR) MULTIPLE RESIDENTIAL DISTRICT

12.1 Intent: To establish and preserve high density residential neighborhoods.

12.2 Permitted Principal Uses:

- A. Detached single-family dwellings located on a platted lot prior to the adoption of this ordinance. (See Section 19).
- B. Duplex Dwelling Unit (2-family unit).
- C. Multiple-family residential structures (Stacked Flats Dwelling) (Townhouse Dwelling)
- D. A State Licensed Residential Facility as defined at M.C.L.A. §125.3102(t), except adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional institutions.
- E. Family (1-6 children) or Group (7-12 children) Day Care Home. (See definition).
- F. Limited Animal Keeping (See Section 22.13).
- G. Customary accessory detached uses and structures. (See Section 19.1G).

12.3 Conditional Uses: (Requires Planning Commission approval, (See Section 25 0)

- A. Detached single-family units.
- B. Child care center (see definition).
- C. Boarding houses.
- D. Places of public assembly, education, and instruction, including schools, religious institutions, service clubs, community centers, libraries and membership organizations.
- E. Instruction in a craft or fine art in a single-family residence, subject to the conditions outlined in M.C.L.A. §125.3204.
- F. Neighborhood grocery store (selling no alcoholic beverages).
- G. Parks and playgrounds.
- H. Home occupations.
- I. Recovery house. (See definition)
- J. Small Wind Turbine (See Section 22.11).
- K. Bed and breakfast establishments (721191)
- L. Public utility substations (221121), See Section 25.3 D.

**RESOLUTION #20-2026
CITY OF ISHPEMING
CWSRF GRANT AND LOAN PROGRAM
REIMBURSEMENT & PAYMENT APPROVAL #13**

11(j)

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

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

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

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

• U.P. Engineers & Architects, Inc. Invoice	\$36,300.00
• Payne & Dolan, Inc. - Pay Request #13	\$529,526.84
• Payne & Dolan, Inc. - Pay Request #1 - 2026 Project	<u>\$114,484.50</u>
	\$680,311.34
Non-Participating	
• Payne & Dolan, Inc. - Pay Request #13	\$217,879.64
• Payne & Dolan, Inc. - Pay Request #1 - 2026 Project	<u>\$150,634.38</u>
	\$368,514.02
TOTAL	\$1,048,825.36

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

Roll Call Vote:

Ayes: _____

Nays: _____

Absent: _____

Adopted this 19th day of August, 2026

Emilie Stack, City Clerk

Date

City of Ishpeming
CWSRF Sewer System Improvements

SUMMARY OF COST BREAKDOWN FOR 13TH CWSRF DRAW REQUEST

8/19/2026

Engineering (UPEA):	Basic	\$	-
	Additional	\$	-
	Resident Engineering	\$	36,300.00
	UPEA Total:	\$	36,300.00
Contractor:	Payne & Dolan	\$	529,526.84
	Payne & Dolan - 2026 Bid	\$	114,484.50
	Subtotal:	\$	644,011.34
Contingency:		\$	-
TOTAL:		\$	680,311.34

Total EGLE Draw Requested: \$ 680,311.34

Non-Participating

Contractor:	Payne & Dolan	\$	217,879.64
	Payne & Dolan - 2026 Bid	\$	150,634.38
	Subtotal:	\$	368,514.02

Total Non-Participating Requested: \$ 368,514.02

TOTAL \$ 1,048,825.35



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

June 12, 2026
Project No: 03161
Invoice No: 2504362

Project 03161 Ishpeming City-CWSRF Sewer Project

Prepare design plans & specifications for wastewater system improvements for EGLE CWSRF project, assist with bidding, provide a resident project representative during construction.

Professional Services through May 30, 2026

	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Basic Services	463,210.00	463,210.00	463,210.00	0.00
TriMedia Surveying Services	136,790.00	136,790.00	136,790.00	0.00
Additional Services	60,000.00	57,000.00	57,000.00	0.00
Resident Project Representative	1,210,000.00	1,161,600.00	1,149,500.00	12,100.00
Total Fee	1,870,000.00	1,818,600.00	1,806,500.00	12,100.00
Total Fee				12,100.00
		Total this Invoice		\$12,100.00

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

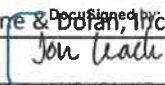
July 13, 2026
Project No: 03161
Invoice No: 2504601

Project 03161 Ishpeming City-CWSRF Sewer Project
Prepare design plans & specifications for wastewater system improvements for EGLE CWSRF project, assist with bidding, provide a resident project representative during construction.
Professional Services through June 27, 2026

	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Basic Services	463,210.00	463,210.00	463,210.00	0.00
TriMedia Surveying Services	136,790.00	136,790.00	136,790.00	0.00
Additional Services	60,000.00	57,000.00	57,000.00	0.00
Resident Project Representative	1,210,000.00	1,173,700.00	1,161,600.00	12,100.00
Total Fee	1,870,000.00	1,830,700.00	1,818,600.00	12,100.00
Total Fee				12,100.00
		Total this Invoice		\$12,100.00

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

Contractor's Application for Payment

Owner: <u>City of Ishpeming</u> Engineer: <u>U.P. Engineers & Architects, Inc.</u> Contractor: <u>Payne & Dolan, Inc.</u> Project: <u>Wastewater System Improvements - Contract 1</u> Contract: <u>Wastewater System Improvements - Contract 1</u>	Owner's Project No.: _____ Engineer's Project No.: <u>19-03161</u> Contractor's Project No.: <u>407982</u>																																																
Application No.: <u>14</u> Application Date: <u>8/6/2026</u> Application Period: From <u>11/1/2025</u> to <u>7/31/2026</u>																																																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">13,812,002.00</td> <td style="width: 10%;"></td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(8,717.48)</td> <td></td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">13,803,284.52</td> <td></td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">13,568,872.38</td> <td style="text-align: center;">x</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> <td></td> </tr> <tr> <td> a. 5.0% X \$ 13,568,872.38 Work Completed =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">678,443.62</td> <td style="text-align: center;">x</td> </tr> <tr> <td> b. 5% X \$ - Stored Materials =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">678,443.62</td> <td></td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">12,890,428.76</td> <td></td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">12,143,022.28</td> <td style="text-align: center;">x</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">747,406.48</td> <td></td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">912,855.76</td> <td></td> </tr> </table>		1. Original Contract Price	\$	13,812,002.00		2. Net change by Change Orders	\$	(8,717.48)		3. Current Contract Price (Line 1 + Line 2)	\$	13,803,284.52		4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	13,568,872.38	x	5. Retainage				a. 5.0% X \$ 13,568,872.38 Work Completed =	\$	678,443.62	x	b. 5% X \$ - Stored Materials =	\$	-		c. Total Retainage (Line 5.a + Line 5.b)	\$	678,443.62		6. Amount eligible to date (Line 4 - Line 5.c)	\$	12,890,428.76		7. Less previous payments (Line 6 from prior application)	\$	12,143,022.28	x	8. Amount due this application	\$	747,406.48		9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	912,855.76	
1. Original Contract Price	\$	13,812,002.00																																															
2. Net change by Change Orders	\$	(8,717.48)																																															
3. Current Contract Price (Line 1 + Line 2)	\$	13,803,284.52																																															
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	13,568,872.38	x																																														
5. Retainage																																																	
a. 5.0% X \$ 13,568,872.38 Work Completed =	\$	678,443.62	x																																														
b. 5% X \$ - Stored Materials =	\$	-																																															
c. Total Retainage (Line 5.a + Line 5.b)	\$	678,443.62																																															
6. Amount eligible to date (Line 4 - Line 5.c)	\$	12,890,428.76																																															
7. Less previous payments (Line 6 from prior application)	\$	12,143,022.28	x																																														
8. Amount due this application	\$	747,406.48																																															
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	912,855.76																																															
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: <u>Payne & Dolan, Inc. / Jon Leach, Agent</u> Signature: <u></u> Date: <u>8/6/2026</u>																																																	
Recommended by Engineer By: _____ Title: _____ Date: _____		Approved by Owner By: _____ Title: _____ Date: _____																																															
Approved by Funding Agency By: _____ Title: _____ Date: _____																																																	

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: Wastewater System Improvements - Contract 1
 Contract: Wastewater System Improvements - Contract 1

Owner's Project No.:
 Engineer's Project No.: 19-03161
 Contractor's Project No.: 407982

Application No.: 14 Application Period: 11/1/2025 to 07/31/26 Application Date: 08/06/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Work Completed to 7/31/2025		Materials Currently Stored (not in G) (\$)	Work Compled and Materials Stored to Date (H+I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Original Contract											
1	MOBILIZATION	1.00	LS	1,350,000.00	1,350,000.00	1.00	1,350,000.00		\$ 1,350,000.00	100%	-
2	30" SANITARY SEWER, OPEN CUT	1,421.00	LF	470.00	667,870.00	-	-		\$ -	0%	667,870.00
3	15" SANITARY SEWER, OPEN CUT	-	LF	-	-	-	-		\$ -	-	-
4	12" SANITARY SEWER, OPEN CUT	2,586.00	LF	188.00	486,168.00	2,143.63	403,002.44		\$ 403,002.44	83%	83,165.56
5	10" SANITARY SEWER, OPEN CUT	898.00	LF	129.00	115,842.00	433.00	55,857.00		\$ 55,857.00	48%	59,985.00
6	8" SANITARY SEWER, OPEN CUT	13,944.00	LF	121.00	1,687,224.00	13,944.00	1,687,224.00		\$ 1,687,224.00	100%	-
7	6" SANITARY LATERAL, OPEN CUT	5,776.00	LF	99.00	571,824.00	3,737.63	370,025.37		\$ 370,025.37	65%	201,798.63
8	10" SANITARY SEWER, DIRECTIONAL DRILL,	-	LF	-	-	-	-		\$ -	-	-
9	30" CURE IN PLACE PIPE	348.00	LF	263.00	91,524.00	348.00	91,524.00		\$ 91,524.00	100%	-
10	24" CURE IN PLACE PIPE	4,757.00	LF	212.00	1,008,484.00	4,593.50	973,822.00		\$ 973,822.00	97%	34,662.00
11	18" CURE IN PLACE PIPE	233.00	LF	146.00	34,018.00	233.00	34,018.00		\$ 34,018.00	100%	-
12	12" CURE IN PLACE PIPE	201.00	LF	77.00	15,477.00	173.84	13,385.68		\$ 13,385.68	86%	2,091.32
13	10" CURE IN PLACE PIPE	-	LF	-	-	-	-		\$ -	-	-
14	8" CURE IN PLACE PIPE	594.00	LF	70.00	41,580.00	-	-		\$ -	0%	41,580.00
15	15" SANITARY WYE	-	EA	-	-	-	-		\$ -	-	-
16	12" SANITARY WYE	18.00	EA	650.00	11,700.00	17.00	11,050.00		\$ 11,050.00	94%	650.00
17	10" SANITARY WYE	9.00	EA	555.00	4,995.00	2.00	1,110.00		\$ 1,110.00	22%	3,885.00
18	8" SANITARY WYE	222.00	EA	405.00	89,910.00	225.00	91,125.00		\$ 91,125.00	101%	(1,215.00)
19	BELL HOSPITAL LIFT STATION IMPROVEMENTS	1.00	LS	225,000.00	225,000.00	1.00	225,000.00		\$ 225,000.00	100%	-
20	CINEMA LIFT STATION IMPROVEMENTS	1.00	LS	220,000.00	220,000.00	1.00	220,000.00		\$ 220,000.00	100%	-
SUBTOTAL					\$ 6,621,616.00	-	\$ 5,527,143.49		\$ 5,527,143.49	83%	\$ 1,094,472.51

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.:	19-03161
Contractor:	Payne & Dolan, Inc.	Contractor's Project No.:	407982
Project:	Wastewater System Improvements - Contract 1		
Contract:	Wastewater System Improvements - Contract 1		

Application No.:	14	Application Period:	11/1/2025	to	07/31/26	Application Date:	08/06/26
------------------	----	---------------------	-----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed to 7/31/2025					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Change Orders											
CO2-0-2	30" SANITARY SEWER, OPEN CUT	(900.00)	LF	470.00	(423,000.00)	-	-	-	\$ -	0%	(423,000.00)
CO2-0-9	30" CURE IN PLACE PIPE	525.00	LF	263.00	138,075.00	439.69	115,638.47	-	\$ 115,638.47	84%	22,436.53
CO2-0-7	6" SANITARY LATERAL, OPEN CUT	(1,000.00)	LF	99.00	(99,000.00)	-	-	-	\$ -	0%	(99,000.00)
CO4-0-11	18" CURED IN PLACE PIPE - SEE PAGE 6	300.00	LF	146.00	43,800.00	-	-	-	\$ -	0%	43,800.00
CO4-0-6	8" SANITARY SEWER, OPEN CUT - SEE PAGE 6	700.00	LF	121.00	84,700.00	-	-	-	\$ -	0%	84,700.00
Change Order Totals					\$ (255,425.00)		\$ 115,638.47	\$ -	\$ 115,638.47	-45%	\$ (371,063.47)
Original Contract and Change Orders											
PAGE 1 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS					\$ 6,366,191.00		\$ 5,642,781.96		\$ -	0%	\$ 723,409.04

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.:		19-03161	
Contractor:		Payne & Dolan, Inc.								Contractor's Project No.:		407982	
Project:		Payne & Dolan, Inc.											
Contract:		Wastewater System Improvements - Contract 1											
Application No.:		13		Application Period:		From 11/01/25 to 07/31/26				Application Date:		08/06/26	
Bid Item No.	Description	Contract Information		Work Completed to 7/31/2025		Work Remaining as of 8/1/2025		% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			Materials Currently Stored (not in G) (\$)	Work Complee and Materials Stored to Date (H+I) (\$)		
Original Contract													
21	ACE/CAMPING WORLD LIFT STATION	1.00	LS	235,000.00	235,000.00	1.00	235,000.00	235,000.00	100%	-			
22	BASEBALL FIELD GRINDER STATION IMPROVEMENTS	1.00	LS	175,000.00	175,000.00	-	-	-	0%	175,000.00			
23	PARK STREET LIFT STATION IMPROVEMENTS	1.00	LS	235,000.00	235,000.00	1.00	235,000.00	235,000.00	100%	-			
24	AL QUAAL UPPER LODGE GRINDER STATION IMPROVMENTS	1.00	LS	210,000.00	210,000.00	-	-	-	0%	210,000.00			
25	AL QUAAL GRINDER STATION IMPROVEMENTS	1.00	LS	180,000.00	180,000.00	-	-	-	0%	180,000.00			
26	TEAL LAKE LODGE GRINDER STATIONIMPROVEMENTS	1.00	LS	195,000.00	195,000.00	-	-	-	0%	195,000.00			
27	ELECTRICAL ALLOWANCE (PARK ST L.S.)	1.00	DL	7,500.00	7,500.00	1.00	7,500.00	7,500.00	100%	-			
28	BORE AND JACK RAILROAD CROSSING	-	LF	-	-	-	-	-	0%	-			
29	4' DIAMETER SANITARY MANHOLE	82.00	EA	6,200.00	508,400.00	81.00	502,200.00	502,200.00	99%	6,200.00			
30	4" DIAMETER SANITARY DROP MANHOLE	-	EA	-	-	-	-	-	0%	-			
31	6' DIAMETER SANITARY MANHOLE	6.00	EA	15,000.00	90,000.00	2.00	30,000.00	30,000.00	33%	60,000.00			
32	CONNECT TO EXISTING MANHOLE	5.00	EA	595.00	2,975.00	6.00	3,570.00	3,570.00	120%	(595.00)			
33	CONNECT TO EXISTING SEWER MAIN	5.00	EA	550.00	2,750.00	5.00	2,750.00	2,750.00	100%	-			
34	2" RIGID INSULATION	250.00	LF	23.00	5,750.00	86.00	1,978.00	1,978.00	34%	3,772.00			
35	12" GRANULAR SUBBASE (CIP) - Survey Item	48,313.00	SY	21.00	1,014,573.00	48,313.00	1,014,573.00	1,014,573.00	100%	-			
36	8" 22A AGGREGATE BASE (CIP) - Survey Item	48,313.00	SY	16.00	773,008.00	48,313.00	773,008.00	773,008.00	100%	-			
37	6" 23A AGGREGATE SURFACE (CIP)	18.00	SY	82.00	1,476.00	18.00	1,476.00	1,476.00	100%	-			
38	3" 23A AGGREGATE SHOULDERS (CIP)	3,976.00	SY	14.50	57,652.00	1,592.27	23,087.92	23,087.92	40%	34,564.08			
39	3" HMA PAVEMENT (4EL/5EL)	48,313.00	SY	22.50	1,087,042.50	43,400.80	976,518.00	976,518.00	90%	110,524.50			
40	2.5" HMA PAVEMENT (4E1)	-	SY	-	-	-	-	-	-	-			
					\$ 4,781,126.50		\$ 3,806,660.92	\$ -	\$ 3,806,660.92	80%	\$ 974,465.58		
Change Orders													
CO1-2-22	BASEBALL FIELD GRINDER STATION IMPROVEMENTS	(1.00)	LS	175,000.00	(175,000.00)	-	-	-	0%	(175,000.00)			
CO1-0-24	AL QUAAL UPPER LODGE GRINDER STATION IMPROVMENTS	(1.00)	LS	210,000.00	(210,000.00)	-	-	-	0%	(210,000.00)			
CO1-0-25	AL QUAAL GRINDER STATION IMPROVEMENTS	(1.00)	LS	180,000.00	(180,000.00)	-	-	-	0%	(180,000.00)			
CO1-0-26	TEAL LAKE LODGE GRINDER STATIONIMPROVEMENTS	(1.00)	LS	195,000.00	(195,000.00)	-	-	-	0%	(195,000.00)			
CO2-0-33	CONNECT TO EXISTING SEWER MAIN	8.00	EA	550.00	4,400.00	15.00	8,250.00	8,250.00	188%	(3,850.00)			
CO2-0-35	12" GRANULAR SUBBASE (CIP) - Survey Item	(1,408.00)	SY	21.00	(29,568.00)	4,523.00	94,983.00	94,983.00	-321%	(124,551.00)			
CO2-0-36	8" 22A AGGREGATE BASE (CIP) - Survey Item	(1,408.00)	SY	16.00	(22,528.00)	4,523.00	72,368.00	72,368.00	-321%	(94,896.00)			
CO2-0-37	6" 23A AGGREGATE SURFACE (CIP)	67.60	SY	82.00	5,543.20	522.65	42,857.30	42,857.30	773%	-			
CO2-0-39	3" HMA PAVEMENT (4EL/5EL) - CO NEEDED, SEE LINE 39	(8,200.00)	SY	22.50	(184,500.00)	-	-	-	0%	(184,500.00)			
					Change Order Totals	\$ (986,652.80)	\$ 218,458.30	\$ -	\$ 218,458.30	-22%	\$ (1,167,797.00)		
Original Contract and Change Orders													
PAGE 2 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS					\$ 3,794,473.70		\$ 4,025,119.22	\$ -	\$ 4,025,119.22	106%	\$ (193,331.42)		

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.:	19-03161
Contractor:	Payne & Dolan, Inc.	Contractor's Project No.:	407982
Project:	Wastewater System Improvements - Contract 1		
Contract:	Wastewater System Improvements - Contract 1		
Application No.:	13	Application Period:	From 11/01/25 to 07/31/26
		Application Date:	08/06/26

A	B	C		D	E	F	G	H	I	J	K	L
		Contract Information					Work Completed					
Bid Item No.	Description	Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Original Contract												
41	CONCRETE CURB & GUTTER (REMOVE/REPLACE)		12,024.00	LF	62.75	754,506.00		12,014.00	754,506.00		100%	-
42	6" CONCRETE SIDEWALK/DRIVEWAY		8,914.00	SF	16.75	149,309.50		8,914.00	149,309.50		100%	-
43	WASHINGTON ST TO S RINE ALLEY IMPROVEMENTS			LS	-	-		-	-		0%	-
44	TURF RESTORATION		33,582.00	LF	4.00	94,328.00	21,215.06		84,860.24		90%	9,467.76
45	ROCK EXCAVATION		100.00	CY	500.00	50,000.00	100.00		50,000.00		100%	-
46	SPECIAL PIPE BEDDING		569.00	CY	142.00	80,798.00	182.20		25,872.40		37%	54,925.60
47	SPECIAL BACKFILL MATERIAL		200.00	CY	27.50	5,500.00	200.00		5,500.00		100%	-
48	INVESTIGATION HOLE		20.00	EA	1,030.00	20,600.00	22.00		22,660.00		110%	(2,060.00)
49	TRAFFIC CONTROL		1.00	LS	275,000.00	275,000.00	1.00		275,000.00		100%	-
50	2" SANITARY FORCEMAIN, OPEN CUT		438.00	LF	53.50	23,433.00	438.00		23,433.00		100%	-
51	WATER MAIN RELOCATION		5.00	EA	4,265.00	21,325.00	2.00		8,530.00		40%	12,795.00
52	8" DI WATER MAIN		-	EA	-	-	-		-		0%	-
53	8" GATE VALVE AND BOX		-	EA	-	-	-		-		0%	-
54	CONNECT TO EXISTING WATER MAIN		-	EA	-	-	-		-		0%	-
55	8" SANITARY SEWER, OPEN CUT, C900		-	EA	-	-	-		-		0%	-
56	CONTRACTOR STAKING		1.00	LS	400,000.00	400,000.00	1.00		400,000.00		100%	-
57	SANITARY SERVICE CLEANOUT		249.00	EA	540.00	134,460.00	198.00		106,920.00		80%	27,540.00
58	CLEARING		-	LF	-	-	-		-		0%	-
59	BORE & JACK CARP RIVER CROSSING, 40" MIN. CASING PIPE		100.00	LF	4,000.00	400,000.00	-		-		0%	400,000.00
PAGE 3 SUBTOTAL						\$ 2,409,259.50		\$ 1,906,591.14	\$ -	\$ 1,906,591.14	79%	\$ 502,668.36
Change Orders												
CO-2-1	12" CONCRETE STORM SEWER		1,400.00	LF	115.00	161,000.00	1,304.00		149,960.00		93%	11,040.00
CO-2-2	4" MANHOLE WITH COVER		22.00	EA	6,500.00	143,000.00	22.00		143,000.00		100%	-
CO-2-3	18" CONCRETE STORM		184.50	LF	175.85	32,444.33	184.50		32,444.33		100%	(0.01)
CO-2-4	MANHOLE TAP, 12"		6.00	EA	950.00	5,700.00	6.00		5,700.00		100%	-
CO2-0-5	MANHOLE TAP, 8"		6.00	EA	1,035.00	6,210.00	-		-		0%	6,210.00
CO2-0-6	2.5" HMA PAVEMENT (AELL - CO NEEDED)		7,700.00	SY	20.00	154,000.00	8,986.00		179,720.00		117%	(25,720.00)
CO2-0-41	CONCRETE CURB & GUTTER (REMOVE/REPLACE)		2,400.00	LF	62.75	150,600.00	2,372.00		148,843.00		99%	1,757.00
CO2-0-42	6" CONCRETE SIDEWALK/DRIVEWAY		24,300.00	SF	16.75	407,025.00	25,352.80		424,651.03		104%	(17,626.03)
CO3-0-45	ROCK EXCAVATION		125.00	CY	500.00	62,500.00	95.08		47,540.00		76%	14,960.00
CO3-0-47	SPECIAL BACKFILL MATERIAL		1,300.00	CY	27.50	35,750.00	1,173.80		32,279.50		90%	3,470.50
CO3-0-50	2" SANITARY FORCEMAIN, OPEN CUT		32.00	LF	53.50	1,712.00	-		-		0%	1,712.00
CO3-1	OK INDUSTRIAL MANHOLE		1.00	LS	6,000.00	6,000.00	1.00		6,000.00		100%	-
CO3-2	PARK ST LS PANEL ADJUSTMENT		1.00	LS	11,038.00	11,038.00	-		-		0%	11,038.00
CO3N-2	EXTRA SURVEY WORK		1.00	LS	19,481.00	19,481.00	1.00		19,481.00		100%	-
CO3-3	2" SANITARY FORCEMAIN, OPEN CUT		120.00	LF	53.50	6,420.00	32.00		1,712.00		27%	4,708.00
CO3-1	8" STORM SEWER (EXTRA) - SEE PAGE 6		70.00	LF	139.00	9,730.00	-		-		0%	9,730.00
CO3N-3	MATHEMATIC EXCAVATION		125.00	CY	119.20	14,900.00	145.60		17,355.52		116%	(2,455.52)
CO3-3	DETECTABLE WARNING SURFACE, ADA - SEE PAGE 6		90.00	LF	65.00	5,850.00	-		-		0%	5,850.00
Change Order Totals						\$ 1,233,360.33	-	\$ 1,208,686.38	\$ -	\$ 1,208,686.38		\$ 11,549.46
Original Contract and Change Orders												
PAGE 3 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS						\$ 3,642,619.83		\$ 3,115,277.52	\$ -	\$ 3,115,277.52	86%	\$ 514,217.82

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: Wastewater System Improvements - Contract 1 Contract: Wastewater System Improvements - Contract 1 Application No.: 13 Application Period: From 11/01/25 to 07/31/26										Owner's Project No.: Engineer's Project No.: 19-03161 Contractor's Project No.: 407982 Application Date: 08/06/26										
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 (F - J) (\$)									
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)													
Original Contract																				
Change Orders																				
COM-0-2	30" SANITARY SEWER, OPEN CUT	521.00	LF	470.00	244,870.00	-	-	-	-	0%	(244,870.00)									
COM-0-4	12" SANITARY SEWER, OPEN CUT	442.37	LF	188.00	83,165.56	-	-	-	-	0%	(83,165.56)									
COM-0-5	10" SANITARY SEWER, OPEN CUT	465.00	LF	129.00	59,985.00	-	-	-	-	0%	(59,985.00)									
COM-0-6	8" SANITARY SEWER, OPEN CUT	686.80	LF	121.00	83,102.80	686.80	83,102.80	-	83,102.80	100%	-									
COM-0-7	6" SANITARY SEWER, OPEN CUT	1,038.37	LF	99.00	102,798.63	-	-	-	-	0%	(102,798.63)									
COM-0-9	30" CURED IN PLACE PIPE	85.31	LF	263.00	22,436.53	-	-	-	-	0%	(22,436.53)									
COM-0-10	24" CURED IN PLACE PIPE	163.50	LF	212.00	34,662.00	-	-	-	-	0%	(34,662.00)									
COM-0-11	18" CURED IN PLACE PIPE	288.14	LF	146.00	42,068.44	288.14	42,068.44	-	42,068.44	100%	-									
COM-0-12	12" CURED IN PLACE PIPE	27.16	LF	77.00	2,091.32	-	-	-	-	0%	(2,091.32)									
COM-0-14	8" CURED IN PLACE PIPE	744.00	LF	70.00	52,080.00	-	-	-	-	0%	(52,080.00)									
COM-0-16	12" SANITARY WYE	1.00	EA	650.00	(650.00)	-	-	-	-	0%	(650.00)									
COM-0-17	10" SANITARY WYE	7.00	EA	555.00	(3,885.00)	-	-	-	-	0%	(3,885.00)									
COM-0-18	8" SANITARY WYE	3.00	EA	405.00	(1,215.00)	-	-	-	-	0%	(1,215.00)									
COM-0-29	4" DIAMETER SANITARY MANHOLE	1.00	EA	6,200.00	(6,200.00)	-	-	-	-	0%	(6,200.00)									
COM-0-31	6" DIAMETER SANITARY MANHOLE	4.00	EA	15,000.00	(60,000.00)	-	-	-	-	0%	(60,000.00)									
COM-0-32	CONNECT TO EXISTING MANHOLE	1.00	EA	595.00	(595.00)	-	-	-	-	0%	(595.00)									
COM-0-33	CONNECT TO EXISTING SEWER MAIN	8.00	EA	550.00	(4,400.00)	-	-	-	-	0%	(4,400.00)									
COM-0-34	2" RIGID INSULATION	164.00	LF	23.00	(3,772.00)	-	-	-	-	0%	(3,772.00)									
COM-0-35	12" GRANULAR SUBBASE (CIP)	5,931.00	SY	21.00	124,551.00	-	-	-	-	0%	(124,551.00)									
COM-0-36	8" 22A AGGREGATE BASE (CIP)	6,518.00	SY	16.00	104,208.00	-	-	-	-	0%	(104,208.00)									
COM-0-37	6" 23A AGGREGATE BASE (CIP)	455.05	SY	82.00	37,314.10	-	-	-	-	0%	(37,314.10)									
COM-0-38	3" 23A AGGREGATE SHOULDERS (CIP)	3,010.43	SY	14.50	43,651.24	-	-	-	-	0%	(43,651.24)									
COM-0-39	8" HMA PAVEMENT (4E1/5E1)	5,894.80	SY	22.50	132,633.00	-	-	-	-	0%	(132,633.00)									
COM-0-40	2.5" HMA PAVEMENT (4E1)	1,286.00	SY	20.00	25,720.00	-	-	-	-	0%	(25,720.00)									
COM-0-41	CONCRETE CURB & GUTTER (REMOVE/REPLACE)	28.00	LF	62.75	(1,757.00)	-	-	-	-	0%	(1,757.00)									
COM-0-42	6" CONCRETE SIDEWALK/DRIVEWAY	1,052.30	SF	16.75	17,626.03	-	-	-	-	0%	(17,626.03)									
COM-0-44	TURF RESTORATION	1,881.94	LF	4.00	(7,527.76)	-	-	-	-	0%	(7,527.76)									
COM-0-45	ROCK EXCAVATION	29.92	CY	500.00	(14,960.00)	-	-	-	-	0%	(14,960.00)									
COM-0-46	SPECIAL PIPE BEDDING	386.80	CY	142.00	(54,925.60)	-	-	-	-	0%	(54,925.60)									
COM-0-47	SPECIAL BACKFILL MATERIAL	1326.20	CY	77.50	(3,470.50)	-	-	-	-	0%	(3,470.50)									
COM-0-48	INVESTIGATION HOLE	8.00	EA	1,030.00	(8,240.00)	-	-	-	-	0%	(8,240.00)									
COM-0-50	2" SANITARY FORCEMAIN, OPEN CUT	-	EA	53.50	-	-	-	-	-	-	-									
COM-0-51	WATER MAIN RELOCATION	3.00	EA	4,265.00	(12,795.00)	-	-	-	-	0%	(12,795.00)									
COM-0-57	SANITARY SERVICE CLEANOUT	51.00	EA	540.00	(27,540.00)	-	-	-	-	0%	(27,540.00)									
COM-0-59	BORL AND JACK CARP RIVER CROSSING, 40" MIN CASING PIPE	100.00	LF	4,000.00	(400,000.00)	-	-	-	-	0%	(400,000.00)									
COM-2-1	12" CONCRETE STORM SEWER	96.00	LF	106.27	(10,201.92)	-	-	-	-	0%	(10,201.92)									
COM-2-5	MANHOLE TAP, 8"	6.00	EA	1,015.00	(6,110.00)	-	-	-	-	0%	(6,210.00)									
COM-3N-3	MATHER EARTH EXCAVATION	25.60	CY	119.20	(3,051.52)	-	-	-	-	0%	(3,051.52)									
COM-4	8" STORM SEWER	69.50	LF	139.00	9,660.50	69.50	9,660.50	-	9,660.50	100%	-									
COM-4	PARK STREET LS PANEL ADJUSTMENT	1.00	LS	11,038.00	11,038.00	1.00	11,038.00	-	11,038.00	100%	-									
COM-4	DETECTABLE WARNING SURFACE, ADA	90.00	LF	65.00	5,850.00	90.00	5,850.00	-	5,850.00	100%	-									
COM-4	RIVER CROSSING ATTEMPT	1.00	LS	441,463.47	441,463.47	1.00	441,463.47	-	441,463.47	100%	-									
COM-4N-1	36 INCH DIRECTIONAL DRILL BORE HEAD	1.00	LS	39,220.00	39,220.00	1.00	39,220.00	-	39,220.00	100%	-									
COM-4N-2	36 INCH HDPE PIPE	1.00	LS	68,635.00	68,635.00	1.00	68,635.00	-	68,635.00	100%	-									
COM-4N-3	72 INCH MANHOLES	1.00	LS	49,336.27	49,336.27	1.00	49,336.27	-	49,336.27	100%	-									
COM-4N-4	30 INCH PVC PIPE	1.00	LS	35,319.20	35,319.20	1.00	35,319.20	-	35,319.20	100%	-									
Change Order Totals						\$ 64,114.74	-	\$ 785,693.68	\$ -	\$ 785,693.68	\$ (721,578.93)									

Contractor's Application for Payment

Owner: <u>City of Ishpeming</u> Engineer: <u>U.P. Engineers & Architects, Inc.</u> Contractor: <u>Payne & Dolan, Inc.</u> Project: <u>2026 Wawstewater System Improvements - Ishpeming, MI</u> Contract: <u>2026 Wawstewater System Improvements - Ishpeming, MI</u>	Owner's Project No.: _____ Engineer's Project No.: <u>19-03161</u> Contractor's Project No.: <u>408666</u>																								
Application No.: <u>1</u> Application Date: <u>8/5/2026</u> Application Period: From <u>7/1/2026</u> to <u>7/31/2026</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 2,429,760.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,429,760.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 279,072.50</td> </tr> <tr> <td colspan="2">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 279,072.50 Work Completed =</td> <td style="text-align: right;">\$ 13,953.63</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 13,953.63</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 265,118.87</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 265,118.87</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 2,164,641.13</td> </tr> </table>		1. Original Contract Price	\$ 2,429,760.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 2,429,760.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 279,072.50	5. Retainage		a. 5% X \$ 279,072.50 Work Completed =	\$ 13,953.63	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 13,953.63	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 265,118.87	7. Less previous payments (Line 6 from prior application)	\$ -	8. Amount due this application	\$ 265,118.87	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,164,641.13
1. Original Contract Price	\$ 2,429,760.00																								
2. Net change by Change Orders	\$ -																								
3. Current Contract Price (Line 1 + Line 2)	\$ 2,429,760.00																								
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 279,072.50																								
5. Retainage																									
a. 5% X \$ 279,072.50 Work Completed =	\$ 13,953.63																								
b. 5% X \$ - Stored Materials =	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ 13,953.63																								
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 265,118.87																								
7. Less previous payments (Line 6 from prior application)	\$ -																								
8. Amount due this application	\$ 265,118.87																								
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,164,641.13																								
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: <u>Payne & Dolan, Inc. / Jon Leach, Agent</u> Signature:  Date: <u>8/5/2026</u>																									
Recommended by Engineer By: _____ Title: _____ Date: _____ Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____ By: _____ Title: _____ 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.:	19-03161
Contractor:	Payne & Dolan, Inc.	Contractor's Project No.:	408666
Project:	2026 Wastewater System Improvements - Ishpeming, MI		
Contract:	2026 Wastewater System Improvements - Ishpeming, MI		

Application No.:	1	Application Period:	From	07/01/26	to	07/31/26	Application Date:	08/05/26			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			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 (F - J)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Original Contract											
1	MOBILIZATION - MAX 5%	1.00	LS	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
2	12" SANITARY SEWER OPEN CUT	20.00	FT	325.00	6,500.00	-	-		-	0%	6,500.00
3	8" SANITARY SEWER OPEN CUT	1,326.00	FT	235.00	311,610.00	315.00	74,025.00		74,025.00	24%	237,585.00
4	6" SANITARY SER OPEN CUT	275.00	FT	225.00	61,875.00	10.00	2,250.00		2,250.00	4%	59,625.00
5	EXISTING SANITARY SEWER SERVICE CONNECTION	15.00	EA	1,250.00	18,750.00	1.00	1,250.00		1,250.00	7%	17,500.00
6	8" X 6" SANITARY WYE	9.00	EA	485.00	4,365.00	1.00	485.00		485.00	11%	3,880.00
7	4" DIAMETER SANITARY MANHOLE	18.00	EA	9,500.00	171,000.00	2.00	19,000.00		19,000.00	11%	152,000.00
8	CONNECT TO EXISTING SEWER MAIN	5.00	EA	630.00	3,150.00		-		-	0%	3,150.00
9	12" GRANULAR SUBBASE (CIP)	7,700.00	SY	29.75	229,075.00		-		-	0%	229,075.00
10	8" 22A AGGREGATE BASE (IP)	7,700.00	SY	14.25	109,725.00		-		-	0%	109,725.00
11	6" 23A AGGREGATE SURFACE (CIP)	190.00	SY	55.50	10,545.00		-		-	0%	10,545.00
12	3" 23Z AGGREGATE SURFACE (CIP)	150.00	SY	40.00	6,000.00		-		-	0%	6,000.00
13	10	600.00	SF	29.50	17,700.00		-		-	0%	17,700.00
14	TURF RESTORATION	1,670.00	FT	14.00	23,380.00		-		-	0%	23,380.00
15	ROCK EXCAVATION	30.00	CY	1,450.00	43,500.00		-		-	0%	43,500.00
16	SPECIAL PIPE BEDDING	50.00	CY	148.00	7,400.00		-		-	0%	7,400.00
17	SPECIAL BACKFILL MATERIAL	50.00	CY	45.00	2,250.00		-		-	0%	2,250.00
18	INVESTIGATION HOLE	5.00	EA	875.00	4,375.00	4.00	3,500.00		3,500.00	80%	875.00
19	TRAFFIC CONTROL	1.00	LS	100.00	100.00		-		-	0%	100.00
20	CONTRACTOR STAKING	1.00	LS	28,500.00	28,500.00		-		-	0%	28,500.00
SUBTOTAL					\$ 1,079,800.00		\$ 120,510.00	\$ -	\$ 120,510.00	11%	\$ 959,290.00

**RESOLUTION #21-2026
CITY OF ISHPEMING
DWSRF GRANT AND LOAN PROGRAM
REIMBURSEMENT & PAYMENT APPROVAL #13**

11(k)

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	\$60,010.00
• A. Lindberg & Sons, Inc. Payment Request	\$930,818.75
• Payne & Dolan Payment Request	\$417,514.40
	Subtotal: <u>\$1,408,343.15</u>
Non-Participating	
• A. Lindberg & Sons, Inc. Payment Request	\$114,521.55
	Subtotal: <u>\$114,521.55</u>
	Total \$1,522,864.70

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 19th day of August, 2026.

Emilie Stack
City Clerk

Date

City of Ishpeming
DWSRF Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 13TH DWSRF DRAW REQUEST
8/19/2026

Engineering (UPEA):	Basic	\$	-
	Additional		
	Resident Engineering	\$	60,010.00
	UPEA Total:	\$	60,010.00
Contractor:	A. Lindberg & Sons	\$	930,818.75
	Payne & Dolan	\$	417,514.40
	Subtotal:	\$	1,348,333.15
Contingency:		\$	-
Total EGLE Draw Requested:		\$	1,408,343.15
Non-Participating			
Contractor:	A. Lindberg & Sons	\$	114,521.55
	Payne & Dolan	\$	-
	Subtotal:	\$	114,521.55
Total Non-Participating Requested:		\$	114,521.55
TOTAL		\$	1,522,864.70

**CITY OF ISHPEMING
DWSRF WATER MAIN AND LEAD SERVICE LINE
REPLACEMENT, TANK UPGRADES PROJECT
CONSTRUCTION INVOICES – CONTRACT 1
REIMBURSEMENT #13**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 40242

To Owner :	City of Ishpeming 100 E. Division Ishpeming MI 49849	Project :	22299. 25 ISH WATER SYSTEM CONTRACT 1	Application No. : 11 Period To : 7/31/2026 Project Nos :	Distribution to : ☐ Owner ☐ Architect ☐ Contractor
From Contractor :	A. Lindberg & Sons, Inc. 599 Washington Street Ishpeming MI 49849	Via Architect :			
Contract For :			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	\$8,106,378 87
5. RETAINAGE:	
a. 5.00% of Completed Work	\$396,486.18
b. 5.00% of Stored Material	\$8,832.77
Total Retainage	\$405,318.95
6 TOTAL EARNED LESS RETAINAGE	\$7,701,059 92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$6,655,719 62
8. CURRENT PAYMENT DUE	\$1,045,340 30
9. BALANCE TO FINISH, PLUS RETAINAGE	\$3,011,860 33

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: Wesley E. Niemi Date: 8/10/26
Wesley E. Niemi

State of: Michigan County of: Maguette
Subscribed and sworn to before me this 10th day of August

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 \$1,045,340.30

(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	\$752,081.25
Total approved this month	\$0.00	0.00
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

Page 2 of 5

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. : 11
Application Date : 08/10/26
To : 07/31/26
Architect's Project No. :

Invoice : 40242

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 %	I Balance To Finish (C - G)	J Retainage
			From Previous Application	This Period In Place					
1	MOBILIZATION (MAX 10 %)	650,000.00	650,000.00	0.00	0.00	650,000.00	100.00%	0.00	
2	6" WATERMAIN, D.I.	106,785.00	69,825.00	9,030.00	0.00	78,855.00	73.84%	27,930.00	
3	8" WATERMAIN, D.I.	1,959,430.00	1,353,550.00	138,930.00	0.00	1,492,480.00	76.17%	466,950.00	
4	12" WATERMAIN, D.I.	674,800.00	372,820.00	215,740.00	0.00	588,560.00	87.22%	86,240.00	
6	8" GATE VALVE & BOX	259,150.00	127,600.00	21,300.00	77,904.20	227,004.20	87.60%	32,145.80	
7	12" GATE VALVE & BOX	200,600.00	112,100.00	23,600.00	3,492.89	139,192.89	69.39%	61,407.11	
9	1" CURB & CORPORATION STOP	234,900.00	106,200.00	54,000.00	0.00	160,200.00	68.20%	74,700.00	
10	2" CURB & CORPORATION STOP	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00%	0.00	
11	1" COPPER SERVICE LINE	368,575.00	180,977.50	66,055.00	23,466.30	270,498.80	73.79%	98,076.20	
12	2" COPPER SERVICE LINE	30,500.00	29,700.00	0.00	0.00	29,700.00	97.38%	800.00	
13	HYDRANT REMOVAL	21,275.00	12,650.00	1,725.00	0.00	14,375.00	67.57%	6,900.00	
14	HYDRANT AND VALVE ASSEMBLY	363,000.00	247,500.00	49,500.00	71,782.85	368,792.85	101.60%	-5,792.85	
15	CONNECT TO EXISTING WATERMAIN, 8	176,000.00	77,000.00	5,500.00	0.00	82,500.00	46.88%	93,500.00	
16	CONNECT TO EXISTING WATERMAIN, 8	168,000.00	90,000.00	18,000.00	0.00	108,000.00	64.29%	60,000.00	
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	24,600.00	0.00	49,200.00	85.71%	8,200.00	
20	12" STORM SEWER, PVC	47,500.00	21,000.00	12,250.00	0.00	33,250.00	70.00%	14,250.00	
21	12" SUBBASE (CIP)	440,895.00	226,436.00	119,686.00	0.00	346,122.00	78.50%	94,773.00	
22	8" AGGREGATE BASE (CIP)	629,850.00	324,050.00	170,980.00	0.00	495,030.00	78.59%	134,820.00	
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	30,112.00	0.00	122,368.00	45.79%	144,896.00	
26	CONCRETE CURB & GUTTER, REM & REPLACE	153,120.00	82,500.00	33,396.00	0.00	115,896.00	75.69%	37,224.00	
27	2" RIGID PIPE INSULATION	20,750.00	16,120.00	3,440.00	0.00	19,560.00	94.27%	1,190.00	
28	INVESTIGATION HOLE	13,000.00	15,600.00	5,200.00	0.00	20,800.00	160.00%	-7,800.00	
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	43,533.00	3,645.00	0.00	47,178.00	104.84%	-2,178.00	

CONTINUATION SHEET

Page 3 of 5

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. : 11
Application Date : 08/10/26
To : 07/31/26
Architect's Project No. :

Invoice : 40242

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 %	I Balance To Finish (C - G)	J Retainage
			From Previous Application	This Period In Place					
31	TURF RESTORATION (\$8-MIN)	55,050.00	8,246.00	3,900.00	0.00	10,146.00	18.43%	44,904.00	
32	TEMPORARY WATER SERVICE	150,000.00	127,500.00	7,500.00	0.00	135,000.00	90.00%	15,000.00	
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	4,558.00	0.00	0.00	4,558.00	20.00%	18,232.00	
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	48,750.00	7,500.00	0.00	56,250.00	75.00%	18,750.00	
39	TRAFFIC CONTROL	100,000.00	75,000.00	10,000.00	0.00	85,000.00	85.00%	15,000.00	
40	PAVEMENT MARKING, 4	2,266.00	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	2,529.63	0.00	0.00	2,529.63	49.00%	2,632.87	
CO2-2	6 INCH STORM SEWER, PVC	5,337.50	8,113.00	0.00	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	4,700.00	0.00	4,700.00	80.00%	1,175.00	
CO3-1	HMA CURB	6,250.00	3,392.50	0.00	0.00	3,392.50	54.28%	2,857.50	
CO3-2	MONUMENT BOX	7,000.00	3,150.00	0.00	0.00	3,150.00	45.00%	3,850.00	
CO3-3	12 INCH DR STRUCTURE TAP	2,800.00	1,400.00	0.00	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	2,200.00	0.00	17,050.00	88.57%	2,200.00	

Page 4 of 5

Application No. : 11
Application Date : 08/10/26
To : 07/31/26
Architect's Project No. :

Contract : 22299.25 ISH WATER SYSTEM CONTRACT 1

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D + E + F)	%	Balance To Finish (C - G)	Retainage
			From Previous Application	This Period In Place					
CO1N-51	SEWER, REM, LESS THAN 24"	26,796.00	16,944.00	924.00	0.00	17,868.00	66.68%	8,928.00	
CO1N-52	EROSION CONTROL, INLET PROT, FAB DROP	8,800.00	0.00	0.00	0.00	0.00	0.00%	8,800.00	
CO1N-53	SEWER TAP, 8 INCH	5,250.00	9,450.00	0.00	0.00	9,450.00	180.00%	-4,200.00	
CO1N-54	SEWER, TAP, 15 INCH	10,650.00	0.00	1,775.00	0.00	1,775.00	16.67%	8,875.00	
CO1N-55	SEWER TAP, 18 INCH	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00%	0.00	
CO1N-56	SEWER, TAP, 24 INCH	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	
CO1N-57	SEWER, TAP, 36 INCH	5,600.00	2,800.00	0.00	0.00	2,800.00	50.00%	2,800.00	
CO1N-58	SEWER, TAP, 48 INCH	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	
CO1N-59	DR STRUCTURE, TAP, 18 INCH	8,000.00	1,600.00	0.00	0.00	1,600.00	20.00%	6,400.00	
CO1N-60	DR STRUCTURE, COVER, TYPE K	31,900.00	21,750.00	0.00	0.00	21,750.00	68.18%	10,150.00	
CO1N-61	DR STRUCTURE, COVER, TYPE B	16,650.00	12,210.00	0.00	0.00	12,210.00	73.33%	4,440.00	
CO1N-62	DR STRUCTURE, COVER, TYPE D	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	
CO1N-63	DR STRUCTURE, 24 INCH DIA	88,200.00	72,450.00	9,450.00	0.00	81,900.00	92.86%	6,300.00	
CO1N-64	DR STRUCTURE, 48 INCH DIA	63,750.00	57,375.00	0.00	0.00	57,375.00	90.00%	6,375.00	
CO1N-65	DR STRUCTURE, 60 INCH DIA	10,500.00	0.00	0.00	0.00	0.00	0.00%	10,500.00	
CO1N-66	DR STRUCTURE, 72 INCH DIA	46,000.00	46,000.00	11,500.00	0.00	57,500.00	125.00%	-11,500.00	
CO1N-67	DR STRUCTURE, ADD DEPTH, 48 INCH DIA	1,840.00	1,150.00	0.00	0.00	1,150.00	62.50%	690.00	
CO1N-68	DR STRUCTURE, ADD DEPTH, 72 INCH DIA	1,085.00	1,162.50	0.00	0.00	1,162.50	107.14%	-77.50	
CO1N-69	SEWER, CLA, 8 INCH, TR DET B	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
CO1N-70	SEWER, CLA, 12 INCH, TR DET B	136,500.00	103,545.00	0.00	0.00	103,545.00	75.86%	32,955.00	
CO1N-71	SEWER, CLA, 15 INCH, TR DET B	9,840.00	0.00	0.00	0.00	0.00	0.00%	9,840.00	
CO1N-72	SEWER, CLA, 18 INCH, TR DET B	13,500.00	0.00	0.00	0.00	0.00	0.00%	13,500.00	
CO1N-73	SEWER, CLA, 24 INCH, TR DET B	6,960.00	0.00	0.00	0.00	0.00	0.00%	6,960.00	
CO1N-74	SEWER, CLA, 36 INCH, TR DET B	5,600.00	1,400.00	0.00	0.00	1,400.00	25.00%	4,200.00	
CO1N-75	SEWER, CLA, 48 INCH, TR DET B	5,200.00	0.00	0.00	0.00	0.00	0.00%	5,200.00	
CO1N-76	DR STRUCTURE COVER, ADJ, CASE 2	9,450.00	8,100.00	0.00	0.00	8,100.00	85.71%	1,350.00	
CO1N-77	5" CONCRETE APPROACH - ADD	13,220.00	13,820.00	0.00	0.00	13,820.00	104.54%	-600.00	
CO1N-78	DETECTABLE WARNING SURFACE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	

Page 5 of 5

Application No. : 11
Application Date : 08/10/26
To : 07/31/26
Architect's Project No. :

[illegible]

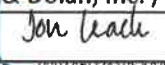
CITY OF ISHPEMING
DWSRF WATER MAIN AND LEAD SERVICE LINE
REPLACEMENT, TANK UPGRADES PROJECT
CONSTRUCTION INVOICES – CONTRACT 2
REIMBURSEMENT #13

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.:	11	Application Date:	8/5/2026
Application Period:	From 7/1/2026	to	7/31/2026

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)	\$	8,947,116.19
5. Retainage		
a. 5% X \$ 8,947,116.19 Work Completed =	\$	447,355.81
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	447,355.81
6. Amount eligible to date (Line 4 - Line 5.c)	\$	8,499,760.38
7. Less previous payments (Line 6 from prior application)	\$	8,082,245.99
8. Amount due this application	\$	417,514.40
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	2,190,092.57

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:	Payne & Dolan, Inc. / Jon Leach, Agent	Signature:	
		Date:	8/5/2026

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ 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.:		11		Application Period:		From		07/01/26		to		07/31/26		Application Date:		08/05/26	
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) (\$)	Estimated Quantity incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)						
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	1,011.50	135,541.00		135,541.00	173%	(57,151.00)						
3	8" WATERMAIN, D.I.	24,243.00	LF	144.00	3,490,992.00	17,826.68	2,567,041.92		2,567,041.92	74%	923,950.08						
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	54.00	187,650.00		187,650.00	62%	114,675.00						
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	144.00	111,600.00		111,600.00	63%	65,875.00						
10	2" CURB & CORPORATION STOP	3.00	EA	2,300.00	6,900.00	3.00	6,900.00		6,900.00	100%	-						
11	1" COPPER SERVICE LINE	5,575.00	LF	54.25	302,443.75	4,231.50	229,558.88		229,558.88	76%	72,884.87						
12	2" COPPER SERVICE LINE	70.00	LF	114.75	8,032.50	168.50	19,335.38		19,335.38	241%	(11,302.88)						
13	HYDRANT REMOVAL	35.00	EA	950.50	33,267.50	16.00	15,208.00		15,208.00	46%	18,059.50						
14	HYDRANT & VALVE ASSEMBLY	44.00	EA	9,500.00	418,000.00	35.00	332,500.00		332,500.00	80%	85,500.00						
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	-	\$ 4,392,180.18	\$ -	\$ 4,392,180.18	75%	\$ 1,429,905.57							

Progress Estimate - Unit Price Work

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

Contractor's Application for Payment

Owner's Project No.:

Engineer's Project No.:19-03517

Contractor's Project No.:408176

Application No.:11

Application Period:From07/01/26to07/31/26

Application Date:08/05/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		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 (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
	CO 1 - 8 M-28 8" WATERMAIN	848.00	LF	165.00	139,920.00	848.00	139,920.00		139,920.00	100%	-
	CO 1 - 8 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 - 8 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 - 8 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		\$ 4,562,415.18	\$ -	\$ 4,562,415.18	76%	\$ 1,429,905.57

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.:		11		Application Period:		From		07/01/26		to		07/31/26																				
												Application Date:		08/05/26																		
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) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)																				
													Contract Information								Work Completed											
Original Contract																																
21	12" SUBBASE		55,015.00	SY	29.75	1,636,696.25		49,166.30		1,462,697.43				1,462,697.43	89%	173,998.82																
22	8" AGGREGATE BASE		55,015.00	SY	14.25	783,963.75		49,065.20		699,179.10				699,179.10		84,784.65																
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		596.00		6,556.00				6,556.00		14,168.00																
28	INVESTIGATION HOLE		10.00	EA	875.00	8,750.00		23.00		20,125.00				20,125.00		(11,375.00)																
29	SPECIAL TRENCH BACKFILL		250.00	CY	45.00	11,250.00		652.00		29,340.00				29,340.00		(18,090.00)																
30	ROCK EXCAVATION		150.00	CY	750.00	112,500.00		50.95		38,212.50				38,212.50		74,287.50																
31	TURF RESTORATION		17,625.00	LF	14.00	246,750.00		16,157.10		226,199.40				226,199.40		20,550.60																
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		1.00		52,000.00				52,000.00		-																
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			\$ 3,771,970.37	\$ -	\$ 3,771,970.37	83%	\$ 748,706.13																			
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%	-																
Do 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		256.14		18,442.08				18,442.08	102%	-																
CHANGE ORDER NEEDED - 12" Storm Concrete (EXTRA)			100.00	LF	105.00	10,500.00		164.00		17,220.00				17,220.00	164%	(6,720.00)																
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			\$ 160,642.08	\$ -	\$ 160,642.08	92%	\$ 16,160.00																			
Original Contract and Change Orders																																
PAGE 2 TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS						\$ 4,696,061.50			\$ 3,932,612.45	\$ -	\$ 3,932,612.45	84%	\$ 764,866.13																			



11(I)

100 Portage Street Houghton, MI 49931

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

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Ishpeming Date: August 19, 2026

100 E Division Street Project No: 119

Ishpeming, MI 49849

Firm: U.P. Engineers & Architects, Inc.

Project Name/Location: Emerging Contaminant Assessment (PFAS)

Scope/Intent and Extent of Services: Provide assistance with completing a strategic PFAS sampling project within the City's wastewater collection system, as outlined in the PFAS Grant application to EGLE.

Fee Arrangement: UPEA Services - \$70,000 time and materials, Lab Testing Services - \$85,000, time and materials

Retainer Amount: None

Special Conditions: None

TERMS AND CONDITIONS

These Terms and Conditions are agreed to apply to the entire agreement between the parties. In the event that there is conflict between the terms herein and terms of any prior agreements, this document shall control.

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

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services.

FEE:

The total fee shall not be exceeded without written approval of Client.

BILLINGS/PAYMENTS:

Invoices for the Firm's services shall be submitted upon a monthly basis. Invoices shall be payable within thirty (30) days after the invoice approved by Council date.

LATE PAYMENTS:

Accounts unpaid thirty (30) days after the invoice approved by Council date will be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate).

INDEMNITY:

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of the Firm in the performance of professional services under this Agreement, to the extent the Firm is responsible for such damages and losses on a comparative basis of fault and responsibility between the Firm and the Client. The Client shall indemnify and hold harmless The Firm and its officers, members, directors, partners, agents, employees, and consultants as required by applicable laws and regulations.

INSURANCE:

a. The Firm will furnish to Client the Certificates of Insurance indicating the required coverages and conditions prior to the commencement of work under this contract.

b. The Firm, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Client. The requirements below should not be interpreted to limit the liability of The Firm. All deductibles and SIRs are the responsibility of The Firm.

c. The Firm shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Coverage shall include, but shall not be limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.

3. Automobile Liability, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Professional Liability, not less than \$1,000,000 per claim and in aggregate.

5. Additional Insured: All policies (excluding Professional Liability) shall include an endorsement stating the following shall be Additional Insureds: The Client, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that, by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

6. Cancellation Notices: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:

(City of Ishpeming, Attention: City Clerk, 100 East Division Street, Ishpeming, Michigan 49849)

TERMINATION OF SERVICES:

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

OWNERSHIP OF DOCUMENTS:

The Firm's plans, reports, drawings, maps, compilations and other documents or creations prepared under this Agreement, including works which are solely electronic, shall be owned by Client. By signing this contract, Client hereby grants The Firm the right to use said works without seeking any further permission.

APPLICABLE LAWS:

This Agreement shall be governed by the laws of the State of Michigan.

Offered by:

U.P. Engineers & Architects, Inc.

Accepted by:

City of Ishpeming

(signature) (date)

Chris Holmes, Principal
(printed name/title)

(signature) (date)

(printed name/title)

☐ Continuation Sheet(s) attached (_____ pages)

City of Ishpeming Statement of Explanation 11(m)

1. Agenda Item Information

Agenda Item Title: Jasper Street Washout Repair

Department: DPW

Date Submitted: 08/13/2026

Prepared By (Name & Title): Jake Roberts, DPW Director

2. Background & Purpose

The flooding event in April of this year caused a washout on Jasper St. We are working towards reimbursement funding with FEMA to replace the asphalt. Approximately 28' of roadway needs to be repaved.

3. Fiscal Impact

Total Cost / Revenue Impact: \$5,950

Funding Source(s): General Fund ; Local Streets

4. Alternatives:

Leave as gravel, snow removal would be difficult

5. Recommended Action:

Use lowest quoted contractor for pavement replacement.

5. Department Head Approval

Name: Jake Roberts

Signature: 

Date: 08/13/2026

6. Attachments / Exhibits

Corporate Office
801 Clark Drive
Gladstone, MI 49837



Zach Lange
Project Manager
zlange@walbecgroup.com
Office: (920) 926-7113
Mobile: (920) 342-4270

SUBMITTED TO:

City of Ishpeming

DATE: June 4th, 2026

PHONE:

FAX:

JOB NAME: Jasper Street Patch Paving

JOB LOCATION: Ishpeming, MI

PLAN DATE: June 4th, 2026

PAVING PROPOSAL

For furnishing the necessary labor, material, and equipment to complete the following:

ITEM	DESCRIPTION	BID QTY	U/M	UNIT PRICE	EXTENDED PRICE
10	Mobilization	1.00	LS	\$3,500.00	\$3,500.00
40	HMA - 4EML	14.00	TN	\$175.00	\$2,450.00
TOTAL ESTIMATED COSTS:					\$5,950.00

NOTES:

- 1) Proposal is contingent on Payne & Dolan being in the area doing other paving work.
- 2) No warranties, bonds, dues or permits are included in price.
- 3) Asphalt price is per ton laid or delivered to the job. Payne & Dolan, Inc. will be paid for all tons placed regardless of planned quantities or what the Engineer pays.
- 4) Proposal includes up to (1) paving mobilization. Any additional paving mobilizations will be \$3,500.00 per occurrence.
- 5) Proposal does not include - prep work, fine grading, saw-cutting, staking, permits, backfilling, undercutting, survey/layout, grade verification, erosion control measures, restoration, traffic control, pavement markings, or signage.
- 6) It is agreed that contractor will not assess Liquidated Damages without prior meeting with Payne & Dolan.
- 7) Due to scheduling conflicts Payne & Dolan requires a minimum three (3) week advance notice to be on site to perform the contracted work.
- 8) Due to the volatility of the petroleum markets, please be aware of the time and date required below for the acceptance of this proposal.
- 9) Due to the extreme climates found in the Midwest, specific oils are used to increase performance of the asphalt over longer periods of time leaving the asphalt soft for the first couple of seasons. This may lead to scuffing and divots created by tires, kick stands, and any other objects placing high loads on the pavement surfaces. For this reason, Payne and Dolan is not able to provide a warranty for these related issues.
- 10) Pricing assumes acceptance of Travelers Additional Insured form CG T8 07 in lieu of ISO CG 2010, CG 2037, or other additional insured forms. For intermediate forms add \$1,000.00 per additional insured. For broader forms add \$2,000.00 for each additional insured.

If you have any questions regarding this proposal, please call me at the contact information listed above.

Thank you! Zach Lange

This Proposal and Payne & Dolan, Inc.'s obligation to provide any labor, materials and/or equipment hereunder is expressly conditioned upon federal, state and local regulations, restrictions and orders pertaining to the COVID-19 pandemic and the health, safety and welfare of Payne & Dolan, Inc.'s employees. If Payne & Dolan, Inc., in its sole discretion, is unable to timely and/or adequately provide labor, materials, equipment, and/or workforce to fulfill this Proposal due to the COVID-19 pandemic or other virus outbreaks, epidemics, and pandemics, then this Proposal shall be null and void, Payne & Dolan, Inc. shall be excused from all performance hereunder, any and all liability against Payne & Dolan, Inc. is waived, and Payne & Dolan, Inc. shall be entitled to reimbursement of all costs incurred at the time performance is ceased.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN 10 DAYS FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY OCTOBER 31, 2026, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: **CONTRACT PAYMENT SCHEDULE.**

PLEASE CALL AMY LERLIE, PMA AT (906) 428-5126 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.

PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10-day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc. its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and

workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible for furnishing Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within $\pm 0.1'$ of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.: If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within $\pm 0.1'$ of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: _____

Zach Lange, Project Manager

For this Proposal to be effective the following information must be filled out for purposes of Michigan Lien Law:

Address or legal description of property to be improved: _____

Legal owner of said property listed/described above: _____

Legal owner's mailing address: _____

Acceptance of Proposal - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: _____ Date: _____

Signature: _____

Job Name: Jasper Street Patch Paving

Date of Proposal: June 4th, 2026



1900 Industrial Parkway • Marquette, MI 49855

Phone (906) 226-1052 • Fax: (906)228-5858

April 27, 2026

City of Ishpeming
100 East Division St.
Ishpeming, MI 49849

RE: Patch @ 133 Jasper St. (28' x 27')

Superior Paving Inc. would like to quote the referenced project for 756 sft. of asphalt patches.

Description	Bid Qty	Unit of Measure	Unit Price
Asphalt Patch	1	LSUM	\$7,700.00
TOTAL ESTIMATED COSTS:			\$7,700.00

Price Includes:

Mobilization

3" HMA 4EL asphalt placed in two lifts

Price does NOT include:

Bonds, dues, permits, or testing

Seal coating, crack filling & striping

Removal & disposal of existing asphalt

Fine Grading

Furnishing and placing 22A gravel

Traffic Control -if traffic control is required, it will be done for \$800.00

If you have any questions about this proposal, please call me at the contact information listed above.

Sincerely,
SUPERIOR PAVING, INC.

Michael H. Morissette
Estimator
Attachment

Superior Paving, Inc.
ADDITIONAL TERMS AND CONDITIONS OF SALE

Terms of Payment: Terms of payment shall be as outlined on the reverse side hereof and if there are no terms outlined on same the terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged on all outstanding invoices.

Exclusive Limited Warranty: Superior Paving, Inc. warrants that its materials and workmanship shall be free from defects for a period of ninety (90) days. **THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY**

SUPERIOR PAVING INC.'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY ASPHALT WHICH IS SHOWN TO BE DEFECTIVE DUE TO DEFECTS IN MATERIAL OR WORKMANSHIP WHICH APPEAR DURING THE WARRANTY PERIOD. UNDER NO CIRCUMSTANCE SHALL SUPERIOR PAVING INC. BE LIABLE FOR CONSEQUENTIAL LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE CONTRACTOR EXCEED THE PRICE SET FORTH ON THE REVERSE SIDE OF THIS PROPOSAL.

Extras/Change Orders: Any change of the job specifications involving extra costs will be performed only upon submission of a written change order and owner/contractor will be required to pay Superior Paving, Inc. an extra charge over and above the original contract price for the performance of the requested change order. No other agreement between these parties shall be effective, unless the terms of such agreement are in writing and signed by an area supervisor of Superior Paving, Inc. It is specifically understood and agreed that no employee of Superior Paving, Inc. other than the general manager, will have authority to modify the terms of this agreement.

Disclaimers

1. **SUPERIOR PAVING, INC. WILL NOT BE RESPONSIBLE FOR DAMAGE TO PRIVATE UNDERGROUND UTILITIES OR OTHER HIDDEN CONDITIONS IF THE OWNER/CONTRACTOR FAILS TO GIVE SUPERIOR PAVING, INC. ADVANCE WRITTEN NOTICE OF THEIR EXISTENCE AND LOCATION.**
2. **SUPERIOR PAVING, INC RESERVES THE RIGHT TO REFUSE TO CONSTRUCT A PAVEMENT UNLESS MINIMUM GRADES OF 1% ARE ATTAINABLE FOR SURFACE DRAINAGE. IF THE OWNER/CONTRACTOR DIRECTS CONSTRUCTION WITH LESS THAN A MINIMUM GRADE OF 1%, WATERPONDING MAY OCCUR AND NO WARRANTY ATTACHES TO THE WORK AS TO SATISFACTORY SURFACE DRAINAGE.**
3. **IF THIS CONTRACT DOES NOT REQUIRE SUPERIOR PAVING, INC. TO PREPARE THE SUBGRADE, THE FOLLOWING APPLY: NO MATERIALS WILL BE PLACED ON A WET, UNSTABLE OR FROZEN SUBGRADE; A SUITABLE SUBGRADE SHALL BE FURNISHED TO SUPERIOR PAVING, INC. AND AS A CONDITION PRECEDENT TO ANY PERFORMANCE OF ANY WORK REQUIRED UNDER THIS AGREEMENT. ALL SUBGRADE MUST BE ROUGH GRADED BY OWNER/CONTRACTOR TO WITHIN +0.1'.**
4. **WHEN RESURFACING CONCRETE, BRICK OR ASPHALT PAVEMENTS, SUPERIOR PAVING, INC. IS NOT RESPONSIBLE FOR THE REPRODUCTION OF CRACKS OR EXPANSION JOINTS WHICH MAY OCCUR**

Licenses/Permits: Owners/Contractors, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site or the work. The owner/contractor shall bear the cost of any fines or penalties for failure to comply with or obtain the same.

Collection: If any amount due under this contract is not paid when due, and is referred by Superior Paving, Inc. to any attorney for collection (whether or not litigation is commenced), owner/contractor agrees to pay all attorney fees, costs and expenses incurred by Superior Paving, Inc. in connection with collecting that amount.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Superior Paving, Inc. is authorized by Owner/Contractor to the Work as specified. Payment will be made to Superior Paving, Inc. by Owner/Contractor as outlined. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Due to the volatility of market prices, Superior Paving, Inc. reserves the right to modify this proposal if not accepted within 15 days or if the work is not completed by August 1, 2026.

Owner/Contractor: _____

Date: _____

Signature: _____

Job Name: City of Ishpeming. – 133 Jasper St. Patch

Date of Proposal: April 27, 2026

City of Ishpeming Statement of Explanation

11(n)

1. Agenda Item Information

Agenda Item Title: Winter Equipment Maintenance

Department: DPW

Date Submitted: 08/13/2026

Prepared By (Name & Title): Jake Roberts, DPW Director

2. Background & Purpose

Remaining Winter Equipment Maintenance. Loader 300 requires front axle brakes, and possibly rear axle as well. Snowblower requires new cylinder head and turbo maintenance and a new radiator core. Truck #154 requires a new clutch. Total cost below reflects the cost if 300 only requires front axle work vs both axles.

3. Fiscal Impact

Total Cost / Revenue Impact: \$19,569.81 - \$28,831.14

Funding Source(s): General Fund ; Equipment Maintenance

4. Alternatives:

Attempt to perform snow removal activities without the listed equipment. We would likely get overwhelmed and we would ultimately pay more for hauling, even if we don't get overwhelmed.

5. Recommended Action:

Make repairs via all low bids; will require a budget appropriation beyond what's already been appropriated for winter equipment.

5. Department Head Approval

Name: Jake Roberts

Signature: 

Date: 08/13/2026

6. Attachments / Exhibits



McCoy Construction & Forestry, Inc.
6442 US Hwy 2 & 41 & M35
Escanaba, MI 49829
Phone: (906) 789-9054
Fax: (906) 789-0344

Remit Payment to:
McCoy Construction & Forestry
ATTN: Accounts Receivable
501 Bell St
Dubuque, IA 52001

Bill To:

CITY OF ISHPEMING
100 E DIVISION ST
ISHPEMING, MI 49849 US
Email: ---
Phone: 9064851091
Fax: 9064856246
Tax Exempt #: MI 2026-06-28 GV

Deliver To:

CITY OF ISHPEMING
208 LAKE ST
ISHPEMING, MI 49849 US
Email: ---
Phone: 9064851091
Fax: 9064856246

SERVICE ESTIMATE:

Estimate #: QUO-05858-S1P9Q2
Estimate Date: 05 Aug 2026
Work Order: 1008924
Advisor: Joshua Cain
Location: 02 - Escanaba, MI
Job site: Escanaba, MI Jobsite
Customer PO #:

Equipment:

Make/Model	Serial Number	Meter	Equipment ID	Fleet Number
JOHN DEERE 644H	DW644HX574039	---	7221WM	

General Repairs 1**Estimate Status: ---**

(Gen1)

Complaints: Replace front brakes
Reseal brake pistons

** Charges may be additional to estimate for freight and oils. Labor may vary upon tear down and inspection. Overtime is applicable after 8.0 hours and may be additional to estimate. Wear items will be additional to estimate (i.e. o-rings, gaskets, seals).

Part Information				
Part Number	Description	Quantity	Unit Price	Extended Price
RE159199	Brake Disk	8	\$123.38	\$987.04
24M7242	Washer	24	\$3.98	\$95.52
R156897	SEAL	2	\$75.75	\$151.50
14M7277	M20X2.50 NUT	12	\$4.42	\$53.04
R135953	O-Ring	2	\$13.84	\$27.68
R156898	SEAL	2	\$50.14	\$100.28
R161863	Wear Plate	12	\$167.50	\$2010.00
R133369	O-Ring	2	\$77.72	\$155.44
R85169	12 Point Flanged Bolt LOCK	4	\$4.41	\$17.64
19M7779	Cap Screw	12	\$21.70	\$260.40
TY22028	HY-GARD 1 qt. Bulk	30	\$6.78	\$203.40
T203486	Universal Joint Clamp	2	\$8.35	\$16.70

Segment Pricing Summary

Labor	OL&M	Misc	Parts	Subtotal
\$5250.00	\$0.00	\$0.00	\$4078.64	\$9328.64

General Repairs 2

Estimate Status: ---

(Gen2)

Complaints: Replace rear brakes
Reseal brake pistons

** Charges may be additional to estimate for freight and oils. Labor may vary upon tear down and inspection. Overtime is applicable after 8.0 hours and may be additional to estimate. Wear items will be additional to estimate (i.e. o-rings, gaskets, seals).

Part Information

Part Number	Description	Quantity	Unit Price	Extended Price
R135953	O-Ring	2	\$13.84	\$27.68
T203486	Universal Joint Clamp	1	\$8.35	\$8.35
R161863	Wear Plate	12	\$167.50	\$2010.00
R133369	O-Ring	2	\$77.72	\$155.44
R85169	12 Point Flanged Bolt LOCK	4	\$4.41	\$17.64
RE159199	Brake Disk	8	\$123.38	\$987.04
TY22028	HY-GARD 1 qt. Bulk	30	\$6.78	\$203.40
R156898	SEAL	2	\$50.14	\$100.28
R156897	SEAL	2	\$75.75	\$151.50

Miscellaneous Charges

Misc Charges	Description	Quantity	Unit Price	Extended Price
	Shop Supplies/Environmental Fees	1	\$350.00	\$350.00

Segment Pricing Summary

Labor	OL&M	Misc	Parts	Subtotal
\$5250.00	\$0.00	\$350.00	\$3661.33	\$9261.33

Estimate Summary:

Parts:	\$7739.97
OL&M:	\$0.00
Misc:	\$350.00
Labor:	\$10500.00
Subtotal:	\$18,589.97
Tax:	\$0.00
Total:	\$18,589.97

Terms and Conditions:

AGREEMENT - Expires in 30 Days I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular prices. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you, and until paid in full, any such unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft or other causes beyond your control. Signed: Date:.....

Received By: _____

Date: _____



McCoy Construction & Forestry
 305 N M553
 Marquette, MI 49855
 Phone: (906) 789-7689
 Fax: (906) 451-5655
<http://mccoycf.com>

Remit Payment to:
 McCoy Construction & Forestry, Inc.
 ATTN: Accounts Receivable
 501 Bell Street
 Dubuque, IA 52001

PARTS QUOTATION

Invoice To Account No: 52250



Deliver To:

CITY OF ISHPEMING
 100 E DIVISION ST
 ISHPEMING MI 49849
 US

CITY OF ISHPEMING
 208 LAKE ST
 ISHPEMING MI 49849

Home Ph:(906)486-9371 Mob Ph:
 Work Ph: (906)485-1091

Quotation No: 2070621
 Date: 8/4/2026
 Page: 1 of 1

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price
1.00	0	RG24026	BOLT KIT		272.65	272.65	\$272.65
1.00	0	SE501591	Cylinder Head Reman		3,953.72	3,360.66	\$3,360.66
<i>The price of the above Exchange part - SE501591 Cylinder Head Reman includes a core. Please return the core for a credit.</i>							
4.00	0	24H1305	Washer	F8D	0.98	0.98	\$3.92
4.00	0	R54500	SCREW		1.63	1.63	\$6.52
2.00	0	R122618	Screw		1.81	1.81	\$3.62
1.00	0	SE500427	Turbocharger Reman		1,371.40	1,165.69	\$1,165.69
<i>The price of the above Exchange part - SE500427 Turbocharger Reman includes a core. Please return the core for a credit.</i>							
1.00	0	R89879	GASKET	GS1-R8	8.97	8.97	\$8.97
1.00	0	R105346	GASKET	GS1-R1	3.28	3.28	\$3.28
1.00	0	RE55475	GSKT ENGINE CYL		136.79	136.79	\$136.79
1.00	0	R49866	GASKET	X40	14.07	14.07	\$14.07

INVOICE CONTAINS \$798.77 DISCOUNT

Customer PO No: RG6081A094056
 Tax Exempt No: MI 2026-06-28 GV
 Salesperson: Randall Rasmussen

Delivery Note:
 RG6081A094056

Sub Total: \$4,976.17
 Sales Tax: \$0.00
 Total: \$4,976.17
 Deposit Received: \$0.00
 Balance Due: \$4,976.17

EXCLUDES TAX

CROSSROADS TRUCK REPAIR F154654

887 Co Rd 480, Marquette

Marquette, MI 49855

www.crossroadstruckrepair.com

906-249-9075

FAX 906-249-9994



Invoice 120132

Date Work Performed: 07/13/2026

PO#

Writer: Ray

Ishpeming Public Works

Vin:

1M2S248C8NM001059

100 East Division St.,

Plate:

051X582 State: MI

Ishpeming, MI 49849

Vehicle:

154, 0 MACK

(906)486-9371

Engine:

(906)486-1108

Miles:

0

Hours:

Work to be Performed:

R&R CLUTCH AND RESURFACE FLYWHEEL

Technician:		Price Per Unit	Qty	Parts	Labor
308925-20	CLUTCH	1,548.00	1	1,548.00	
306VV	BEARING	62.00	1	62.00	
127760	CLUTCH BRAKE 2"	40.00	1	40.00	
4309447	GASKET	15.00	1	15.00	
FLY	GRIND FLYWHEEL	119.00	1	119.00	
R&R CLUTCH AND		149.00	20		2,980.00

I acknowledge notice and verbal approval of an increase in the original estimated price. (signature or initials)

I hereby authorize the repair facility to perform the above repair work including necessary parts and materials set forth. Additional labor, parts or materials may be required to repair the vehicle, and further such repairs shall not be performed until after I have authorized them either in writing or verbally.

The repair facility and their employees are authorized to operate the vehicle on streets, highways at risk for the purpose of test inspection. It is understood and agreed the repair facility is not responsible for any loss or damage to vehicle.

Warranty: 12mo/12k whichever occurs first.

This warranty does not cover loss of time, inconvenience, loss of use of vehicle, or other incidentals.

All parts are NEW unless otherwise stated.

All repairs and parts listed were furnished in compliance with MI Auto Repair Act (PA300).

Terms Due Upon Receipt - 1.5% Service Charge Per Month for accounts over 30 Days.

*Notice: We impose a surcharge of 3.5% of the total invoice amount for VISA, MasterCard, Discover or American Express, which is not more than our cost for acceptance. There is no surcharge when using debit cards.

Labor	2,980.00
Discount	
Parts (Less Discount)	1,665.00
Shop Charge	35.00
Subtotal	4,799.00
Sales Tax	0.00
Total	4,799.00
Amount Paid	0.00
Total Due*	4,799.00

Received By: x _____

Printed: 7/13/26 12:56 PM

Page 1 of 1



RADIATOR SERVICE, INC.

N2431 Pearney Lane
Norway MI 49870
Phone: (906) 563-5639 Ext.
Fax: (906) 563-7476
larsonsradi@norwaymi.com
larsonsradiator.com

Quote

DATE August 10, 2026
NUMBER Q000000347
CUSTOMER NO. 10696

BILL TO:

City of Ishpeming
100 East Division Street
Ishpeming MI 49849

SHIP TO:

City of Ishpeming
208 S. Lake Street
Ishpeming MI 49849

(906) 485-1091 Ext. 200

P.O. NUMBER	SALESPERSON	QUOTE DATE	REQ. DATE	ORDER NUMBER
	1	10-Aug-26		Q000000347
F.O.B.	SHIP VIA	TERMS		
Your dock	BEST WAY	Net 30 days		
STOCK CODE DESCRIPTION	UOM	QUANTITY REQ.	UNIT PRICE	EXTENDED PRICE
HT SPECIAL New Radiator Core, with Heavy Fins for Vohl Snow Blower	EA	1	2,285.00000	2,285.00
NET AMOUNT				2,285.00
FREIGHT				
TAX				
TOTAL DUE				\$2,285.00

**CITY OF ISHPEMING
PUBLIC NOTICE OF INTENT and PUBLIC MEETING**

11(o)

The City of Ishpeming intends to submit an application for federal financial assistance to the USDA Rural Development for funds to make improvements to the wastewater system.

The proposed project will complete sewer work repairs to collapsed, deteriorated, obstructed, and other critical condition sewer main. Proposed improvements to the Wastewater Collection System will include Cured in Place Pipe (CIPP) liner, point repairs, or new sewer pipe & manholes where the existing pipe is no longer structurally sound.

The wastewater project to be funded by Rural Development is estimated to cost \$6,000,000.

The wastewater project has an anticipated construction window of 2027-2028.

The City of Ishpeming will hold a public meeting at 2 pm on August 26, 2026, to discuss the project and answer any questions.

Randy Scholz, City Manager

City of Ishpeming is an equal opportunity provider and employer.



City of Ishpeming Manager's Report
Council Meeting – August 19, 2026
(Reporting Period: July 4 – August 14, 2026)

13

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 DDA liaison
- Held monthly Department Head meetings – No meeting was held this month
- Held a Blight Committee meeting
- Helped the City Clerk with the public accuracy test for the August election
- Held a meeting with 906 Technologies – annual IT meeting
- Had a meeting with the Planning Commission Chair – Changed jobs and will need to resign as Chair but will remain on the Commission unless a replacement can be found
- Had a meeting with the MIO TAC grant coordinator – did not identify any grants that we were not already pursuing or did not know about
- Had meetings with RRC staff and the Marquette County Land Bank – working on an RFQ for the Malton Road development
- Working with the Ishpeming School District to have them purchase the athletic field for \$1
- Attended the Marquette Brownfield Authority Meeting – Application for a Phase I on the Malton Road Development – they approved the application
- Had a meeting with the City Clerk and Gauthier Insurance – Workers' Compensation – we had another good year
- Attended an Opportunity Zones educational meeting – Council approved a resolution to send to the Governor to select the two Zones in Ishpeming
- Had a meeting with Johnson Controls regarding the City Hall boiler project
- Had a meeting with the consultant updating the DDA strategic plan
- Attended the LSCP Housing Now presentation – very good presentation and connected with a developer
- Had a meeting with a contractor interested in purchasing sand off Malton Road – He is going to do some research and will reach back out to us
- Looking at possible relocation options for the Police Department
- Had a meeting with the new AFSCME Field Staff Representative – introductions and Clerical Staff request to move to four ten-hour work weeks all year
- Had a meeting with Cliffs and the Mayor about the history of Bluff Street

- Issued an RFP for electrical contractor services
- Had a meeting with Spectrum Business – reviewed our current services and discussed whether we need additional services

2. Capital Projects and Infrastructure

- Funding for City-owned Buildings Request for Proposals – As of right now, funding will not be available in 2026 – Had a meeting with Michigan Tech University – sending them information on what we would like them to do for us
- Received the MIO TAC Technical Assistance grant – Had a closeout meeting regarding the grant – I can say that we have been looking in all the right places for grants
- Sent out blight letters – The Blight Workgroup identified the second round of properties
- Worked with the Marquette County Land Bank to put out an RFP for the Empire Street Development
- Had a meeting with the Marquette County Land Bank – discussed tax-delinquent properties in the City
- Had meetings with RRC and the Land Bank – working on an RFQ for the Malton Road Development
- Had a meeting with NFC – They are a national organization that works with communities to install outdoor fitness centers – will talk with them again next year – no funding or capacity at this time

3. Financial and Budgetary Overview

- The 2026 budget was approved by City Council
- Had meetings with Department Heads to review departmental budgets on a monthly or quarterly schedule
- Had a meeting with the City Attorney & Deputy City Manager/Finance Director – worked on language for the millage proposal for the November ballot
- Had a meeting with LSCP to look at the current contract for the City and DDA – increased hours for the DDA liaison and reduced the contract cost for the City – will have an updated recommended contract at the September Council meeting
- Worked on a letter to the public to inform them about the upcoming millage request on the November ballot

4. Community Engagement and Public Services

- Had a meeting with a developer about the possibility of putting duplexes off Malton Road
- Had a meeting with the owner of Honey Haven Bakery – purchased the Oasis building at the corner of Third and Hematite Streets
- Attended the Senior Center 5-year anniversary celebration
- Had a meeting with Representative Bohnak – looking at a new fire truck
- Had meetings with several citizens – a variety of issues, mostly construction-related
- Attended the ribbon cutting for Nana Ann's Massage and Wellness opening
- Attended an RRC social hour with Marquette and Negaunee – meeting to share ideas

5. Update on Blight Workgroup

- 608 Vine Street: The structure has been demolished.
- 153 Dawson Street: The survey has been completed, and we are awaiting the results. If no issues are identified, a 10-day notice will be issued to EGLE.
- 145 Douglas Street and 551 Adams Street: City Council approved moving forward with the purchase of these tax-delinquent properties. We are working with the County to complete the process.
- 518 North Second Street (former paint store): Moyal is arranging for a survey and working with the owner toward demolition of the structure.
- 106 North Second Street: The initial letter has been sent. We have not yet received confirmation that it was delivered.
- 319 West Barnum Street: The initial letter will be sent shortly. We have confirmed that the property is currently unoccupied.



