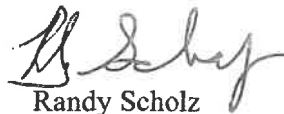


ISHPEMING CITY COUNCIL SPECIAL MEETING
Wednesday, September 30, 2026 at 6:00 p.m.
Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849
City Hall Telephone Number: 906-485-1091

1. Meeting Called to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment (*limit 4 minutes per person*)
5. Items of Business
 - a. Empire Street Development Purchase
 - i. Agreement with Woda Cooper Development, Inc.
 - ii. Municipal Services Agreement with Woda Cooper Development, Inc.
 - iii. First Reading of New Ordinance #11-2900, City of Ishpeming Tax Exemption Ordinance for Seaborg Bluffs
 - iv. Letter of Support for Woda Cooper's MSHSA Application for the Empire Street Development
 - b. UPEA Agreement – PFAS Testing Grant
 - c. Resolution #25-2026, Resolution in Support of Fundraising Efforts for the Upper Lodge at Al Quaal Recreation Area
 - d. First Reading of Amendment to Ordinance #11-2600, Parks and Recreation Commission
 - e. Parks & Recreation Commission Recommendation
6. Adjournment


Randy Scholz
City Manager

City of Ishpeming Statement of Explanation

5(a)

1. Agenda Item Information

1. Agenda Item Title: Empire Steet Development
 - a. Purchase Agreement with Woda Cooper Development, Inc.
 - b. Municipal Services Agreement with Woda Cooper Development, Inc.
 - c. Ordinance to Provide for a service change in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be financed or assisted pursuant to the provision of the state housing development authority act of 1966, as amended.
 - d. Letter of support for Woda Cooper's MSHDA Application for the empire street development.

Department: Administration

Prepared By: Randy Scholz

Date Submitted: September 23, 2026

2. Background & Purpose

The City Council is being asked to consider related agreements associated with the proposed redevelopment of City-owned property. The agreements establish the terms for the sale of the property, the project's Payment in Lieu of Taxes (PILOT or sometimes PILT), and the developer's contribution toward municipal services.

The proposed Purchase Agreement provides for the sale of the City-owned property to the developer for \$100,000. The proposed PILOT Agreement establishes a Payment in Lieu of Taxes equal to 1% of the project's estimated net shelter rents. Net shelter rent includes tenant-paid rent less common utilities paid by the owner. The proposed Municipal Services Agreement (MSA) will help offset the City's cost of providing municipal services to the development and requires an annual payment of \$10,450 based on 3% of estimated net shelter rents. The total revenue received between the MSA and the PILOT is estimated to be equal to 11.91% PILOT without an MSA.

The City is also being requested to approve a letter of support for the developers' MSHDA grant application. Together, these agreements and letter of support provide the financial and contractual framework necessary for the proposed redevelopment to move forward.

The Developer has a deadline of October 1st to submit for this round of MSHDA grants.

3. Fiscal Impact

The City will receive \$100,000 from the sale of the property. The City will also receive an annual PILOT payment equal to 1% (City portion is estimated at \$957.50) of the project's net shelter rents and an annual municipal services payment of \$10,450 (estimated to equal a 11.91% PIOLT). Total estimated revenues in the first year are \$13,934.81

Funding Source(s): N/A

4. Recommended Action & Alternatives

Alternatives Considered:

City Council may approve the agreements as presented, approve the agreements with modifications, table the matter for additional information, or decline to approve one or more of the agreements and the letter of support.

Recommended Action:

Motion: Approve the PILOT Ordinance, Municipal Services Agreement, Purchase Agreement, and Letter of Support as presented. Authorize the City Manager to sign all agreements and give support to Woda Cooper Development, Inc. for their MSHDA grant application.

5. Approval & Routing

Department Head Approval

(Signature):  Date: 9/23/2026

6. Attachments / Exhibits

PILOT Agreement; Municipal Services Agreement; Purchase Agreement and Letter of Support.
Finance Director/Deputy City Manager Fiscal Analysis

MSA/PILT MIX Analysis- City of Ishpeming: Seaborg Bluffs

\$11,408.75 is yielded to the City under the assumption of a 3% MSA and a 1% Pilt as opposed to \$3,830.55 under a straight 4% pilt. For the City to capture the same revenues estimated with the 3% MSA/1% pilt on a straight pilt ordinance, the pilt rate would need to be set around 12%.
(27.49% of taxes levied to residents goes to the City -> Shelter rents of \$348k x 12% = \$41,501.46 -> 27.49% of \$41,501.46 is \$11,408.75)

Assumed Milllage from Pilot - 4%	\$ 13,934.81
Assumed Operating Revenues From 3% MSA	\$ 10,451.11
Assumed Pilt from 1%	\$ 3,483.70
	\$ 13,934.81

REVENUE SPREAD SCENARIOS

CITY "TAKE HOME"

NO MSA

Pilt Per Entity 4%			
County	10.60%	1,477.68	
IPS	11.09%	1,545.89	
Ishpeming City General Fund	18.23%	2,540.97	
Ishpeming City Retirement	3.18%	442.65	
Ishpeming City PIF	6.08%	846.93	3,830.55
Iron Ore Heritage Trail	0.27%	37.72	
MARESA	5.24%	730.59	
State	45.30%	6,312.39	
		\$ 13,934.81	\$ 3,830.55

MSA

Pilt Per Entity 1%			
County	10.60%	369.42	
IPS	11.09%	386.47	
Ishpeming City General Fund	18.23%	635.24	
Ishpeming City Retirement	3.18%	110.66	
Ishpeming City PIF	6.08%	211.73	957.64
Iron Ore Heritage Trail	0.27%	9.43	
MARESA	5.24%	182.65	
State	45.30%	1,578.10	
		Subtotal \$ 3,483.70	
		10,451.11	10,451.11
3 % MSA			
		Gross Total \$ 13,934.81	\$ 11,408.75

Calculation Assumptions - From Current BS&A Tax Database 9/24/26

Tax Millage	Mills	
State Education	6	8.5% of total 70.5698 Mills Levied
County Operating	5.1724	7.3% of total 70.5698 Mills Levied
ISD	0.1999	0.3% of total 70.5698 Mills Levied
Special Education	3.5	5.0% of total 70.5698 Mills Levied
Ish School Operating	17.6129	25.0% of total 70.5698 Mills Levied
Ish School Sinking Fund	2.3288	3.3% of total 70.5698 Mills Levied
Ish School Debt	3.3	4.7% of total 70.5698 Mills Levied
Ish School Debt 2	0.77	1.1% of total 70.5698 Mills Levied
Ish School Debt 3	1.43	2.0% of total 70.5698 Mills Levied
Iron Ore Heritage Trail	0.191	0.3% of total 70.5698 Mills Levied
County Transit	0.5887	0.8% of total 70.5698 Mills Levied
County Aging	0.4412	0.6% of total 70.5698 Mills Levied
County M.O.E.	0.5423	0.8% of total 70.5698 Mills Levied
County Dispatch	0.49	0.7% of total 70.5698 Mills Levied
County Rescue	0.1503	0.2% of total 70.5698 Mills Levied
County Vet Aff	0.0985	0.1% of total 70.5698 Mills Levied
Ishpeming City Tax	12.8682	18.2% of total 70.5698 Mills Levied
Ishpeming City Retirement (act 345)	2.2417	3.2% of total 70.5698 Mills Levied
Ishpeming City Public Improvement	4.2891	6.1% of total 70.5698 Mills Levied
Total Millage	62.215	
1993 School Operating Millage less 6 Mills	25.9677	36.8%
School Operating Actual Millage 2026	-17.6129	-25%
	70.5698	

Calculation Assumptions - Woda Coopers' Figures

Total rental income	\$	409,968.00	\$8,722.72/UNIT x 47 Units (with 55 parking spaces to allow for visitors)
Less Vacancy	\$	(28,697.76)	
Less Owner Paid Utilities	\$	(32,900.00)	
Net Shelter Rents	\$	348,370.24	

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into this ____ day of September, 2026, by and between **City of Ishpeming**, whose tax mailing address is 100 East Division Street, Ishpeming, Michigan 49849 (hereinafter referred to as the “**Seller**”), and **Seaborg Bluffs Limited Dividend Housing Association Limited Partnership**., whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as the “**Buyer**”).

BACKGROUND

- A.** Seller is the owner of real property consisting of 4.57 +/- acres more or less; with the county parcel identification number of: 52-51-704-013-00; approximately located adjacent to 710 West Empire Street, Ishpeming, Michigan 49849; and as generally depicted on Exhibit A attached hereto (hereinafter referred to as the “**Property**”).
- B.** Seller has agreed to sell the Property, and Buyer has agreed to purchase the Property, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The purchase price for the Property shall be One Hundred Thousand and no/100 Dollars (\$100,000.00) (the “**Purchase Price**”).
2. Buyer shall deposit with Gatehouse Title Agency (10175 Little Patuxent Parkway, Suite 900 Columbia, Maryland 21044 Attn: Jennifer Zatkowski (the “**Title Agent**”), Five Thousand and no/100 Dollars (\$5,000.00) (the “**Initial Earnest Deposit**”) within ten (10) business days of the full execution of this Agreement. The Initial Earnest Deposit shall become non-refundable as follows: Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) shall be non-refundable upon Buyer’s submission of a Section 42 nine percent (9%) tax credit application to the Michigan State Housing Development Authority (“**MSHDA**”) or no later than April 15, 2027; and the remaining Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) shall be non-refundable on October 15, 2027. The Initial Earnest Deposit and any subsequent earnest deposits (collectively referred to as the “**Earnest Deposits**”) shall be credited towards the Purchase Price at closing (as defined hereinafter).
3. In addition to the deposit(s) set forth above, Buyer shall deposit Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) with the Title Agent within ten (10) business days of Buyer’s receipt of an award of Section 42 tax credits from MSHDA (the “**Award Deposit**”). An award of Section 42 credits means that Buyer receives a formal letter from MSHDA stating Buyer’s award of tax credits. The Award Deposit shall be immediately non-refundable and shall be credited to the Purchase Price at closing.

4. At closing, Buyer shall pay the Purchase Price to Seller in cash or other immediately available funds less the amount of the Earnest Deposits released to Seller and subject to customary pro rations. At closing, Seller shall deliver a recordable, Quit Claim deed to Buyer. The Quit Claim deed shall be prepared by Seller. Closing shall occur on or before December 01, 2027 (the “**Closing**”).
5. Buyer shall have three (3) options to extend Closing under this Agreement for an additional sixty (60) days per option by notifying Seller and delivering to Title Agent an additional earnest payment of Five Hundred and no/100 Dollars (\$500.00) (each a “**Subsequent Earnest Deposit**”) for each extension. All Subsequent Earnest Deposits shall become immediately non-refundable and shall be credited to the Purchase Price at Closing.
6. Condition of the property: The parties agree that Seller makes no warranties as to the condition of the property sold herein and Purchaser accepts the same “as is” and, as to any representations or warranties that may have been made, Purchaser has not relied upon the same in purchasing the property. Without limiting the foregoing, Seller makes no environmental representations or warranties but acknowledges that environmental conditions may be disclosed in the history of title to the subject property. Purchaser acknowledges that it has had full opportunity to inspect the property and accepts the property in its current condition.
7. Disclaimer, Waiver: Purchaser hereby waives and releases Seller from any and all contractual, statutory, common law and other liabilities, obligations, claims and causes of action, known or unknown, that Purchaser or its successors and assigns may be entitled to assert against Seller 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, mine site laws, 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, Purchaser’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, 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. The provisions of this paragraph shall survive closing and delivery of the Quitclaim deed indefinitely.
8. Buyer may have to perform a Part 58 National Environmental Policy Act review (“**NEPA**”) as a result of the financing Buyer obtains for its development. If the NEPA review has not been completed and Buyer has exhausted all of its options to extend Closing in paragraph 5 above, Buyer may extend Closing for up to ninety (90) days to allow for the completion of the NEPA review by notifying Seller and delivering to Title Agent an additional Five Hundred and no/100 Dollars (\$500.00) (“**NEPA**”).

Extension Deposit”) prior to the extended Closing date. The NEPA Extension may only be exercised if a NEPA review is required by one of Buyer’s funding sources. The NEPA Extension Deposit shall become immediately non-refundable and shall be credited to the Purchase Price at Closing.

9. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer’s intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property, and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing and Seller shall then have 30 calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure such exception within such 30-day period and provide evidence to Buyer of such cure acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposits shall be returned to Buyer, unless Earnest Deposits, Award Deposit, Subsequent Earnest Deposits or NEPA Extension Deposits are already deemed to be non-refundable.
10. Buyer’s obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer’s sole cost and expense and in Buyer’s sole discretion of the following contingencies on or before the Closing date:
 - a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property, including any necessary easements for stormwater and utilities.
 - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
 - c. Buyer completing due diligence on the site and market review to its satisfaction.
 - d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government entity or entities.
 - e. Buyer determining that development of the Property for Buyer’s intended use is economically feasible.
 - f. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
 - g. Buyer receiving a Payment in Lieu of Taxes (“**PILOT**”) from the city of Ishpeming.
 - h. Buyer receiving written commitment of project based rental assistance.

- i. Buyer receiving all necessary financing, including but not limited to a final reservation of Section 42 tax credits from MSHDA.
- 11. If the contingencies in paragraph 8 above are not satisfied or waived by Buyer on or before the Closing date, then Buyer shall have sole and absolute right to terminate this Agreement by written notice to Seller. Upon termination, all deposits deemed nonrefundable at the point of termination shall be released to Seller if not yet released, and neither party shall have any further rights, obligations, or liabilities hereunder.
- 12. It is understood and agreed that during the contract period for the Property Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages, or causes of action which might occur as a result of Buyer's activities on the Property, and Buyer shall restore the Property to the condition existing before said tests or investigations were conducted.
- 13. Except as otherwise provided herein, during the term of this Agreement, Seller shall not, without the prior written approval of the Buyer, (a) make or permit to be made, any material changes or alterations to any part of the Property; or (b) enter into any agreement of lease, easement or lien, whatsoever; or (c) enter into any agreement for the sale of the Property to a party other than the Buyer.
- 14. Notices under this Agreement may be given by fax, e-mail, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.

a. Notices to Buyer will be sent to:

500 S. Front Street, Floor 10
Columbus, OH 43215
Attention: Luke Laufenberg
Email: llaufenberg@wodagroup.com

With a copy to:
500 S. Front Street, Floor 10
Columbus, OH 43215
Attention: Clay Cooper
Email: ccooper@wodagroup.com

b. Notices to Seller will be sent to:

100 E. Division Street
Ishpeming, Michigan 49849

Attention: Randy Scholz
Email: citymanager@ishpemingcity.org

With a copy to:

100 E. Division Street
Ishpeming, Michigan 49849
Attention: City Clerk
Email: estack@ishpemingcity.org

15. At Closing, Seller shall pay the cost of deed preparation. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price and any closing settlement fees charged by the title company. At Closing, the real estate taxes will be prorated. Seller shall be responsible to pay all real estate transfer taxes and rollback taxes. Seller and Buyer agree that the Closing or the purchase of the Property and the title insurance for the transaction will be furnished through a title agency of Buyer's choice.
16. All commissions owed to any real estate broker as a result of this transaction shall be paid for by the Seller. Seller agrees to pay such commissions and agrees to hold Buyer harmless and to defend Buyer against any claims for any commissions.
17. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.
18. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent provided by law.
19. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute and be deemed one and the same agreement.
20. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, executors, distributees, and personal representatives.
21. In the event of breach or default by Seller, Buyer's remedies include, but are not limited to, specific performance and all appropriate damages and remedies as provided by law.
22. If prior to Closing any portion of the Property shall be taken by condemnation or similar right of eminent domain or like process ("**Condemnation**"), or damaged by casualty ("**Casualty**"), which Condemnation or Casualty shall materially affect the Property or Buyer's ability to develop the Property, Seller shall promptly provide notice to Buyer of such Condemnation or Casualty, and Buyer may elect to (a) terminate this Agreement and receive a refund of all deposits and interest thereon paid

by Buyer or (b) proceed hereunder notwithstanding such Condemnation or Casualty, with a pro-rata reduction in Purchase Price based upon the percentage of the Property taken and/or damaged.

23. The duration of this offer is open for acceptance until September 30, 2026, at 9:00 P.M. E.S.T.

[END OF DOCUMENT – SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Seller:

City of Ishpeming

By: _____

Name: _____

Its: _____

Buyer:

Seaborg Bluffs Limited Dividend Housing Association Limited Partnership

A Michigan limited partnership

By: Seaborg Bluffs GP, LLC

An Ohio limited liability company

Its Managing General Partner

By: Woda Cooper Communities III, LLC

An Ohio limited liability company

Its Sole Member

By:  _____
David Cooper, Jr.
Manager

Exhibit A



MUNICIPAL SERVICES AGREEMENT

5(a)(ii)

THIS MUNICIPAL SERVICES AGREEMENT entered into this ____ day of _____, 2026 between SEABORG BLUFFS LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited dividend housing association limited partnership, of 500 South Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as the "OWNER"), and City of Ishpeming, a Michigan municipal corporation, of 100 E. Division Street, Ishpeming, Michigan 49849 (hereinafter referred to as the "CITY").

RECITALS

- A. The OWNER has developed and maintained a housing project for low to moderate income families, known as Seaborg Bluffs, financed in part by Low Income Housing Tax Credits (LIHTC) and administered by the Michigan State Housing Development Authority (MSHDA) on land legally described on Exhibit "A" attached hereto (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Taxes (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, with such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
 - 1. Emergency services, including police and fire service specifically administered through the CITY;
 - 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 - 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Marquette and City of Ishpeming or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "MUNICIPAL SERVICES")

AGREEMENT

The parties agree as follows:

1. The payment for MUNICIPAL SERVICES shall be computed as follows: three per cent (3%) of Annual Shelter Rents as defined by Michigan Act 346 of 1966, currently estimated to be \$10,450.00, will be paid concurrent with the annual PILOT payment for Seaborg Bluffs (the "MSA PAYMENT"). Each year the annual MSA PAYMENT shall be increased per the published Consumer Price Index for all products in the Midwest region. The maximum yearly adjustment shall be 3%.
2. The MSA PAYMENT shall commence at the time the first PILOT payment is made and will remain in effect for as long as a PILOT ordinance is in place for the PROJECT.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

WITNESSES:

SEABORG BLUFFS LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, A Michigan limited
dividend housing association limited
partnership

By: SEABORG BLUFFS GP, LLC,
An Ohio limited liability company
Its Managing General Partner

By: Woda Cooper Communities III, LLC,
An Ohio limited liability company
Its Sole Member

By: _____
David Cooper Jr., Manager

CITY OF ISHPERING

By: _____
Its City Manager

EXHIBIT A

LEGAL DESCRIPTION

ORDINANCE NO. 11-2900
SEABORG BLUFFS TAX EXEMPTION

5(a)(iii)

THE CITY OF ISHPEMING ORDAINS:

Section 1. This Ordinance shall be known and cited as the "City of Ishpeming Tax Exemption Ordinance for Seaborg Bluffs."

Section 2. Preamble

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401, et seq.).

The City is authorized by this Act to establish or change the service charge to be paid in lieu of property taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act.

It is further acknowledged that housing for persons of low income is a public necessity, and that the encouragement of such housing by providing certain real estate tax exemption is a valid public purpose. The continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance upon such tax exemption.

The City acknowledges that Woda Cooper Development, Inc., or an affiliated entity approved by the Michigan State Housing Development Authority, hereinafter referred to as the "Sponsor," has offered to construct, own, and operate a housing development identified as Seaborg Bluffs on certain property located at approximately 700 West Empire Street, at the northeast corner of Lakeshore Drive and West Empire Street, in the City of Ishpeming, Michigan, to serve persons of low income.

The Sponsor has offered to pay the City an annual service charge for public services in lieu of all property taxes. The Sponsor will enter into a separate Municipal Services Agreement with the City providing for an additional annual municipal services payment equal to three percent (3%) of Annual Shelter Rents actually collected, less the expenses for Utilities actually paid by the Sponsor, or as otherwise specifically defined in that agreement.

The proposed development will consist of a 47-unit general occupancy affordable housing community, including 28 one-bedroom apartments and 19 two-bedroom apartments, together with associated parking, community facilities, and site improvements.

The City further acknowledges that the Sponsor proposes to acquire the property from the City for the purchase price of One Hundred Thousand Dollars (\$100,000.00), subject to the terms of a separate purchase agreement and all required approvals.

The City finds that providing a service charge in lieu of property taxes for the proposed Housing Development will promote the public health, safety, and welfare by encouraging the development of affordable housing within the City of Ishpeming.

Section 3. Definitions

A. Authority means the Michigan State Housing Development Authority.

B. Act means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

C. Annual Shelter Rent means the total collections during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

D. Housing Development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low income.

E. Mortgage Loan means a loan that is Federally-Aided, as defined in Section 11 of the Act, or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition, and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. Utilities mean natural gas, water, sanitary sewer service, and/or electrical service.

G. Sponsor means Woda Cooper Development, Inc., or such other entity that receives or assumes a Mortgage Loan and is approved by the Authority and the City.

H. Seaborg Bluffs means the proposed 47-unit affordable housing development to be constructed on the property identified in Section 4 of this Ordinance.

I. Miscellaneous All terms and provisions used in this Ordinance, and not otherwise defined in this Section 3, shall have the same meaning as used or as identified or defined in the Act.

Section 4. Class of Housing Developments

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be those serving low-income persons or families, which are financed or assisted pursuant to the Act.

It is further determined that Seaborg Bluffs is of this class.

The Housing Development shall be located on property generally identified as the northeast corner of Lakeshore Drive and West Empire Street, Ishpeming, Michigan, consisting of approximately 4.57 acres and identified in the development proposal as a portion of Parcel ID 52-51-704-013-00, together with any additional or revised legal description approved by the City and included in the applicable purchase agreement or development documents.

The final legal description of the property shall be confirmed by the City and Sponsor prior to closing and shall be attached to the applicable development or purchase agreement.

Section 5. Establishment of Annual Payment in lieu of taxes

Subject to the provisions of Section 7 herein, the Housing Development identified as Seaborg Bluffs and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction, renovation, or rehabilitation, to the extent permitted by the Act.

The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established in this Ordinance.

In consideration of the Sponsor's offer, subject to receipt of a federally-aided Mortgage Loan or a Mortgage Loan from the Authority, to construct, own, and operate the Housing Development, the City agrees to accept payment in lieu of taxes.

The annual service charge shall be equal to one percent (1%) of the difference between Annual Shelter Rents actually collected, including any subsidies, and the expenses for Utilities actually paid by the Sponsor.

The service charge established under this Section shall apply for the duration provided in Section 9 of this Ordinance.

Section 6. Limitation on the Payment of Annual Service Charge

Notwithstanding Section 5 above, the service charge to be paid each year in lieu of taxes for the part of the Housing Development which is tax exempt and which is occupied by other than low-income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt, to the extent required by the Act.

The term "low-income persons or families" as used herein shall have the same meaning as found in Section 15(a) (8) of the Act.

Section 7. Contractual Effect of Ordinance

(a) Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor, with the Authority as third-party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

The Sponsor shall provide to the City an unqualified written acceptance of the terms of this Ordinance on or before October 8, 2026, and in default thereof the City may repeal this Ordinance.

(b) The tax exemption and service charge established by this Ordinance are subject to the Sponsor obtaining the necessary financing, approvals, and assistance from the Authority, and to the Housing Development qualifying under the Act.

(c) The tax exemption and service charge established by this Ordinance are subject to the execution of all required agreements between the City, Sponsor, and Authority, including any required development agreement, purchase agreement, mortgage documents, Municipal Services Agreement, or other documents required by the Authority.

(d) The Sponsor shall comply with all applicable requirements of the Act, the Authority, and any applicable federal or state affordable housing financing program.

(e) As a condition of the tax exemption and service charge provided under this Ordinance, the Sponsor shall execute and remain in compliance with a separate Municipal Services Agreement approved by the City Council. The Municipal Services Agreement shall provide for an additional annual payment to the City equal to three percent (3%) of the difference between Annual Shelter Rents actually collected including any subsidies and the expenses for Utilities actually paid by the Sponsor, unless the agreement establishes a different calculation method approved by the City Council. Failure to comply with the Municipal Services Agreement shall constitute a default under this Ordinance, subject to any notice,

cure, and enforcement provisions contained in the Municipal Services Agreement and applicable law

Section 8. Purchase of Property

The City acknowledges that the Sponsor proposes to purchase the property for the Housing Development from the City of Ishpeming for the purchase price of One Hundred Thousand Dollars (\$100,000.00).

The sale of the property shall be subject to a separate purchase agreement and municipal service agreement that needs to be approved by the City Council, which agreement shall identify the property, purchase price, closing conditions, required approvals, and any conditions applicable to the development of the Housing Development.

The purchase price established in this Section shall not be construed as a contribution toward the annual service charge in lieu of taxes established by Section 5 of this Ordinance or toward any separate payment required under a Municipal Services Agreement.

The purchase agreement shall be consistent with this Ordinance and shall be subject to all applicable laws, including requirements governing the sale or disposition of City-owned property.

Section 9. Payment of Service Charge

The annual service charge in lieu of property taxes, as determined under this Ordinance, shall be paid to and collected by the City in the same manner as general property taxes, except that the annual service charge shall be paid in one (1) annual payment.

The annual payment shall be paid to the City on or before May 1 of each year for the previous calendar year.

If all or any part of the annual service charge is not paid when due, the City shall have a lien for all such unpaid amounts, plus interest and penalties, against the real property comprising Seaborg Bluffs. Said interest and penalties shall be calculated, and the collection of the unpaid amounts shall be collected, in the same manner as unpaid taxes on real property are collected and as interest and penalties are calculated, under the provisions of the General Property Tax Laws of the State of Michigan, to the extent permitted by law.

If all or any part of the service charge is not paid when due, the City shall send written notice of such delinquency to the Sponsor at the address provided in the applicable purchase agreement and to the Authority at its then-current address.

Section 10. Duration

Subject to the provisions of Section 7 above, the provisions of Section 5 of this Ordinance shall remain in effect for a period of sixteen (16) years from the commencement of the exemption or such other commencement date as may be established by the Authority and approved by the City.

The exemption shall remain in effect for the full sixteen (16) year period, provided that the Housing Development continues to qualify under the Act and the requirements of this Ordinance.

Construction of the Housing Development shall commence within two (2) year from the effective date of this Ordinance, unless a different period is approved by the City Council and permitted by applicable law.

In no event shall the exemption granted under Section 5 of this Ordinance continue beyond the maximum period permitted by the Act.

Upon expiration of the sixteen (16) year period, the Housing Development shall no longer be subject to the service charge in lieu of taxes established under this Ordinance, and the property shall thereafter be subject to property taxes as provided by law, unless otherwise authorized by a subsequent ordinance or applicable law.

Section 11. Filing of Annual Audit

The Sponsor, or its successor, shall file simultaneously with the City Manager a copy of all annual audits required to be provided to any agency of the federal government, to any agency of the State of Michigan, and/or required to be provided to the Authority with respect to Seaborg Bluffs.

Every audit filed with the City Manager shall include detail with respect to occupancy of Seaborg Bluffs, Annual Shelter Rents actually collected including any subsidies by Seaborg Bluffs, and the cost of Utilities during the audit period.

The Sponsor shall provide such additional information as may reasonably be required by the City Manager to verify the calculation of the annual service charge established under this Ordinance.

Section 12. Compliance and Revocation

The Sponsor shall comply with all applicable provisions of the Act, the requirements of the Authority, and the terms of this Ordinance.

If the Housing Development ceases to qualify for the tax exemption or service charge established under this Ordinance, or if the Sponsor fails to comply with the requirements of this Ordinance, the City may take such action as is permitted by law, including termination or revocation of the exemption or service charge, following any notice and hearing requirements applicable under state law.

The City reserves the right to enforce all obligations of the Sponsor under this Ordinance and any related agreement.

Section 13. Severability

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

Provided, however, that if any section or provision is found to be invalid, unconstitutional, or unenforceable, then the Ishpeming City Council reserves the right to amend, modify, or change such section or any other provision to bring this Ordinance into compliance with the law.

Section 14. Repealer All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AS AN EMERGENCY ORDINANCE WITH IMMEDIATE EFFECT ON

SEPTEMBER 30, 2026



ROOTED IN COMMUNITY.
FUELED BY ADVENTURE.

5(a)(iv)

September 24, 2026

P. Craig Patterson
Senior Vice President
Woda Cooper Companies, Inc.
500 South Front Street, 10th Floor
Columbus, Ohio 43215

RE: Community Revitalization – Seaborg Bluffs

Dear Mr. Patterson,

The City of Ishpeming supports the Low-Income Housing Tax Credit (LIHTC) application for Seaborg Bluffs, a proposed 47-unit housing development near 710 West Empire Street in Ishpeming, Michigan, to be developed by Woda Cooper Companies. The project is significant to our community because it supports our local housing needs and revitalization efforts, and the project is proximate to past and future significant investment in the area.

At least \$5 million in public and private investment within two miles of Seaborg Bluffs has been completed within the past five years or will be under construction by October 1, 2026. These investments include:

Public Investment

- **City of Ishpeming Drinking Water Infrastructure project** - The \$20 million Drinking Water Infrastructure Project is replacing aging water mains and galvanized service lines throughout the City, along with related water-system improvements. Construction began in 2024 and is expected to be completed in 2026.
- **City of Ishpeming Sanitary Infrastructure project** - The \$16.05 million Sanitary Infrastructure Project is replacing or rehabilitating approximately 25,000 feet of aging sewer main, installing a redundant sewer main, and upgrading lift stations throughout the City. Construction began in 2024 and is expected to be completed by December 2026.
- **City of Ishpeming Third Street Stormwater project** – The \$1.4 million Third Street Stormwater project replaced a failed stormwater infrastructure and related roadway drainage improvements on Third Street. The project will be completed in 2026.
- **Anderson Building Rehabilitation Project** - The \$525,000 Anderson Building Rehabilitation Project is restoring and stabilizing the historic three-story sandstone building at 203 South Main Street in downtown Ishpeming. Work includes structural and rear wall repairs, new windows, and exterior improvements. Construction started in 2026 and is ongoing.
- **City of Ishpeming Skatepark** – The \$368,000 Skatepark is a new downtown recreation facility at the corner of Pine and Division Streets. It was completed in 2025.

Private Investment

- **Midtown Apartments Property, L.L.C.,** - They are currently developing six duplexes off of Malton Road. They are in the process of building two now at a cost of \$1.4 million.

In addition, at least \$1 million in investment is documented and planned to begin within two miles of Seaborg Bluffs after October 1, 2026. These planned investments include:

- **Loeffler Block** — The former Rollie's Furniture redevelopment at 216 W. Division Street, led by Brice Sturmer, represents a \$2.6 million investment in downtown Ishpeming. The project includes \$1.9 million in private investment and a \$700,000 MSHDA grant to support redevelopment of the former furniture store into new residential housing.
- **Midtown Apartments Property, L.L.C.** - They are planning to build the remaining four duplexes next spring at a cost of \$2.8 million.

The City supports Seaborg Bluffs and its contribution to Ishpeming's housing and community development goals.

Sincerely,



Randy Scholz
City Manager
City of Ishpeming

City of Ishpeming Statement of Explanation 5(b)

1. Agenda Item Information

Agenda Item Title: UPEA Agreement – PFAS Testing Grant

Department: Administration

Prepared By: Randy Scholz

Date Submitted: September 24, 2026

2. Background & Purpose

The City of Ishpeming has received funding through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to complete an Emerging Contaminant Assessment focused on PFAS within the City's wastewater collection system.

The attached agreement with U.P. Engineers & Architects, Inc. will provide the professional services needed to complete the strategic sampling project as outlined in the City's EGLE grant application and work plan.

The project is expected to include approximately 20 samples during each quarterly sampling round, for a total of approximately 160 samples over the two-year monitoring period.

U.P. Engineers & Architects assisted the City with development of the EGLE grant application and work plan and has the necessary project knowledge, technical expertise, and familiarity with the grant requirements to efficiently administer and complete the work. For these reasons, staff recommends that Council waive bidding requirements for this specialized professional-services agreement.

3. Fiscal Impact

The agreement provides for up to \$70,000 in professional services by U.P. Engineers & Architects and up to \$85,000 in laboratory testing services, for a total amount not to exceed \$155,000. Services will be billed on a time-and-materials basis. The agreement requires written City approval before the total fee may be exceeded.

Funding Source(s): EGLE Emerging Contaminant Assessment/PFAS grant funding.

4. Recommended Action & Alternatives

Alternatives Considered:

- Approve the agreement with modifications.

- Direct staff to seek proposals from other qualified firms, which may delay project startup and grant-required work.
- Decline the agreement and direct staff to pursue another method of completing the grant-funded project.

Recommended Action:

Motion to approve the agreement with U.P. Engineers & Architects, Inc. for the Emerging Contaminant Assessment/PFAS Sampling Project in an amount not to exceed \$155,000, waive the City's bidding requirements, and authorize the City Manager to execute the agreement.

5. Approval & Routing

Department Head Approval

(Signature):  Date: 9/24/2026

6. Attachments / Exhibits

- UPEA Agreement
- Grant Work Plan
- Grant Budget



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)

APPENDIX A – WORK PLAN

Project Title: City of Ishpeming Emerging Contaminant Assessment

Project Timeline: June 30, 2026, to June 30, 2028 (*DO NOT EDIT*)

Project Understanding and Objectives

The City of Ishpeming is requesting grant funding to complete a strategic PFAS sampling project within the wastewater collection system. The City of Ishpeming is believed to have sources of elevated PFAS within certain areas of the City, which has been identified by preliminary sampling and investigations completed by the Ishpeming Area Joint Wastewater Facility. The Ishpeming Area WWTF services the greater Ishpeming area, including the City of Ishpeming, Ishpeming Township, and the City of Negaunee. Preliminary influent sampling at the treatment facility has specifically identified elevated PFAS in the City of Ishpeming influent line. Since the City of Ishpeming's wastewater collection system is believed to be a source for elevated PFAS, the City is proposing to complete a strategic sampling project within its wastewater collection system to help locate and identify any target areas and point sources with elevated PFAS levels.

The proposed project scope includes the collection and analysis of wastewater samples within the city limits, since PFAS is believed to be present within the wastewater collection system. Although the presence of PFAS has not been confirmed at this time, there are some areas within the city that may have a higher potential for elevated PFAS. The City of Ishpeming has identified approximately 20 initial sampling sites within the city that could be used to help locate any general areas with elevated PFAS in the city. Once the initial sampling round is completed, the sampling points could be strategically moved to more specifically target the zones with elevated PFAS levels. This strategic targeted approach would be completed over several years, with (8) quarterly rounds of sampling completed from July 2026 to June 2028. Samples would be collected year-round during both dry and wet weather periods in order to help evaluate any environmental factors. Samples would be collected both upstream and downstream of any potential point sources to help quantify the levels of PFAS within the wastewater system. Along with PFAS sampling, one round of Total Oxidizable Precursor (TOP) sampling would be completed within the collection system. Quarterly sampling would also include additional treatment facility sampling, which would include both PFAS and TOP sample analysis. The targeted PFAS & TOP sampling would be beneficial to help identify any potential point sources of PFAS within the city and identify the areas with the highest potential for elevated PFAS levels.

The sampling project would include a regular sampling schedule, with each sample sent to a certified laboratory for analysis. The results of the sampling would be tracked over the course of the project and a detailed project report would be provided to summarize the project scope and the results of the sampling. The overall objective of the project would be to provide the City of Ishpeming a detailed report that locates and identifies the main point sources of PFAS within the wastewater collection system. Once any point sources with elevated PFAS levels are identified based on the collection sampling, the City of Ishpeming could begin to investigate the potential causes and possible solutions to decrease PFAS in the wastewater system.

Evaluation of Environmental Justice and Climate Indicators (please use the [EGLE MiEJScreen](#) tool for this evaluation)

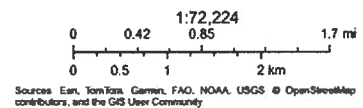
MiEJScreen DRAFT



2/16/2026, 10:11:50 AM

MiEJScreen Overall Score

Dark Grey	0 – 10 (Lowest Scores)
Medium Blue	> 10 – 20
Light Blue	> 30 – 40



Michigan EGLE
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MiEJScreen Score Percentile Results

Census Tract 26103001900 in Marquette County

MiEJ Score Percentile 19

--Environmental Conditions Percentile 9

---Exposure Percentile 13

---Environmental Effects Percentile 21

--Population Characteristics Percentile 58

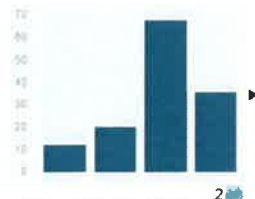
---Sensitive Populations Percentile 68

---Socioeconomic Factors Percentile 37

This tract has 1,546 people over a 0.3 square mile area for a population density of 5,126 people/square mile. Median household income is \$43,681 with an unemployment rate of 6%.

4 Components

Hover your mouse over the columns to see the 4 EJ Components of this census tract.



Work Plan Part 1: Grant Administration and Closeout

REQUIRED TASK: Develop and submit quarterly status reports following EGLE guidance. Reports will be submitted within 30 days of the end of each quarter

List of staff/agencies responsible for this task:

U.P. Engineers & Architects, Inc.
Chris Holmes, P.E. (Project Manager)
Greg Putman
Sam Genter
Morgan Hallberg

Timetable/Schedule (*DO NOT EDIT*)

Reporting Period	Due Date
April 1 – June 30	July 31
July 1 – September 30	Before October 10
October 1 – December 31	January 31
January 1 – March 31	April 30

REQUIRED TASK: Develop and submit a final project report following EGLE guidance and summarizing the project's goals, accomplishments, and lessons learned. Submit the final report within 30 days of the end of the grant. The final report shall include any project-related photos.

List of staff/agencies responsible for this task:

U.P. Engineers & Architects, Inc.
Chris Holmes, P.E. (Project Manager)
Greg Putman
Sam Genter
Morgan Hallberg

Timetable/Schedule (provide the month/year of the start and complete date of this task)

Quarterly Progress Reports (as listed in Table)

Final Project Report
Start: January 1, 2028
End: July 31, 2028

Work Plan Part 2: Monitoring

REQUIRED TASK: Develop Quality Assurance Project Plan (QAPP) for EGLE WRD and United States Environmental Protection Agency (USEPA) approval. Monitoring shall not begin without EGLE approval.

List of staff/agencies responsible for this task:

U.P. Engineers & Architects, Inc.
Chris Holmes, P.E. (Project Manager)
Greg Putman
Sam Genter
Morgan Hallberg

Timetable/Schedule (provide the month/year of the start and complete date of this task)

Quality Assurance Project Plan (QAPP):
Start: July 1, 2026
End: July 31, 2026
EGLE/USEPA Approval: August 31, 2026
First Quarterly Sample (Quarter 1): September 30, 2026

Work Plan Part 3: Additional Tasks (repeat as necessary)

TASK TITLE: Collection System Testing

Narrative:

Wastewater collection sampling will be completed within the City of Ishpeming over a two year span to help locate and identify any potential point sources with elevated PFAS levels. Sampling will begin with broad target areas within the wastewater collection system, with subsequent testing completed in more targeted areas once previous test results are obtained. This sampling approach will help to locate and identify potential point sources, as samples can be obtained upstream and downstream of all potential point sources to quantify levels of PFAS in areas of interest. It is anticipated that each quarterly round of sampling will consist of approximately 20 samples, with a total of 160 test samples completed over the two year monitoring period. The quarterly wastewater system testing will include sample collection, shipping, laboratory testing services, test result analysis, and quarterly summary status reports.

List of staff/agencies responsible for this task:

U.P. Engineers & Architects, Inc.
Chris Holmes, P.E. (Project Manager)
Greg Putman
Sam Genter
Morgan Hallberg

PFAS Laboratory Testing (TBD)

Products or Deliverables:

Sample Collection Location Maps
Laboratory Testing Results & Analysis
Quarterly Status Report

Timetable/Schedule (provide the month/year of the start and complete date of this task)

Start: September 1, 2026

End: June 30, 2028



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
Emerging Pollutants Section
PROJECT BUDGET FORM

Grantee Name: City of Ishpeming

Project Name: City of Ishpeming Emerging Contaminant Assessment

Tracking Code Number:

GRANT AMOUNT

Staffing

\$ -

Fringes

\$ -

STAFFING AND FRINGE BENEFITS Subtotal

\$ -

CONTRACTUAL SERVICES

HOURS or
UNITS

RATE or
TOTAL

UPEA Services 1.00 \$ 70,000.00 \$ 70,000.00

Laboratory Testing Services 1.00 \$ 85,000.00 \$ 85,000.00

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

CONTRACTUAL SERVICES Subtotal

\$ 155,000.00

SUPPLIES, MATERIALS AND EQUIPMENT

SUPPLIES & MATERIALS (itemize)

QUANTITY

COST

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

\$ - \$ -

SUPPLIES AND MATERIALS Subtotal

\$ -

EQUIPMENT (any item over \$5000)

\$ - \$ -

\$ - \$ -

EQUIPMENT Subtotal

\$ -

SUPPLIES, MATERIALS AND EQUIPMENT Subtotal

\$ -

TRAVEL

MILEAGE

\$ -

LODGING

\$ -

MEALS

\$ -

OTHER TRAVEL (itemize)

\$ - \$ -

\$ - \$ -

TRAVEL Subtotal

\$ -

PROJECT Subtotal

\$ 155,000.00

INDIRECT COSTS

0.00%

Rate

\$ -

TOTAL GRANT BUDGET

\$ 155,000.00

SUMMARY OF INDIRECT CHARGES:

RESOLUTION NO #25-2026
RESOLUTION IN SUPPORT OF FUNDRAISING EFFORTS FOR THE UPPER LODGE
AT AL QUAAL RECREATION AREA

WHEREAS, the Al Quaal Recreation Area is an important community asset that provides recreational, social, and community-use opportunities for Ishpeming residents and visitors; and

WHEREAS, the Upper Lodge at Al Quaal has long served as a gathering place and facility supporting recreation programs, events, and other community activities; and

WHEREAS, the City Council recognizes the need to preserve, repair, improve, and maintain the Upper Lodge to protect the facility and support its continued use by the public; and

WHEREAS, the City of Ishpeming Parks and Recreation Commission serves as an advisory body to the City Council regarding the operation, maintenance, and improvement of City park and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified the Upper Lodge at Al Quaal as a facility in need of attention and wishes to pursue fundraising opportunities to assist with future repairs, improvements, and preservation efforts; and

WHEREAS, the City Council supports community involvement, partnerships, donations, grants, sponsorships, and other lawful fundraising efforts that may help preserve and improve City recreational facilities; and

WHEREAS, all funds raised in support of the Upper Lodge shall be collected, held, accounted for, and administered by a nonprofit organization established or designated to support the fundraising effort.

NOW, THEREFORE, BE IT RESOLVED that the Ishpeming City Council hereby expresses its support for the Parks and Recreation Commission's efforts to raise funds for the repair, improvement, preservation, and continued use of the Upper Lodge at Al Quaal Recreation Area.

BE IT FURTHER RESOLVED that the City Council encourages the Parks and Recreation Commission to work with City staff, community organizations, businesses, potential donors, grant agencies, and other interested partners to identify appropriate fundraising, grant, sponsorship, and donation opportunities.

BE IT FURTHER RESOLVED that the Parks and Recreation Commission shall provide periodic updates to the City Council regarding fundraising activity, funds received, and recommendations for the use of funds raised for the Upper Lodge.

Yeas:

Nays:

Excused: _____

I, Emilie Stack, the duly appointed City Clerk of the City of Ishpeming, hereby certify that the foregoing resolution was adopted by the City Council of said City at the regular meeting held on September 30, 2026, at which meeting a quorum was present.

Emilie Stack, City Clerk

Date: September 30, 2026

**CITY OF ISHPEMING
PARKS AND RECREATION COMMISSION ORDINANCE**

THE CITY OF ISHPEMING ORDAINS:

Section 11-2601. There is hereby created a Parks and Recreation Commission in the City of Ishpeming.

Section 11-2602. The Parks and Recreation Commission shall consist of ~~Seven-Five (75)~~ members. ~~Six-Four members~~ who shall be appointed by the Mayor with approval of the City Council, including one member who shall be a member of the City Council. ~~The seventh member shall be appointed by the Ishpeming Public School Board.~~ Each member shall be a resident of the City of Ishpeming ~~except the member appointed to represent the Ishpeming Schools, who may or may not be a resident of the City of Ishpeming.~~

Section 11-2603. The term of office of each Commission member, other than ~~the School member and~~ the City Council member, shall be three (3) years or until their successor is appointed. ~~The School member shall serve at the pleasure of the Ishpeming Public Schools Board.~~ The City Council member shall serve until his or her term on the City Council expires or at the pleasure of the Council. The Parks and Recreation Commission members currently serving at the time of adoption of this Ordinance shall continue to hold their positions until the expiration of the term for which each was originally appointed.

Section 11-2604. The Parks and Recreation Commission shall meet at least every other month (6 meetings per year). A quorum for the conduct of business shall be three (3) ~~four (4)~~ members. The Commission shall adopt a set of By-laws for its operation.

Section 11-2605. The Commission shall be considered a Public Body under the Michigan Open Meetings Act and shall conduct business at open, public meetings.

Section 11-2606. The Parks and Recreation Commission is created for the purpose of advising the City Council and the City Manager regarding the planning, operations and maintenance of all Park and Recreation areas and facilities within the City which may include, but is not limited to, the following:

- (1) To make recommendations to the City Council for the creation and implementation of plans for the establishment, development, re-development and maintenance of current and future parks and recreational facilities;
- (2) To recommend to the City Council policies, rules and regulations, and fees as necessary or desirable with respect to the use of public park, recreation and athletic facilities;

(3) ~~To supervise, oversee and coordinate the use and operation of public park, recreational and athletic facilities, and to schedule the use thereof.~~

~~Section 11 2607. This Ordinance shall be effective upon publication.~~

Adopted by the Ishpeming City Council:

First Reading: September 6, 2023

Second Reading: October 4, 2023

Date Published: October 5, 2023

~~Amended: First Reading~~Updated: - September 30, 2026
~~Second Reading:~~
~~Published and Effective:~~

City of Ishpeming Statement of Explanation

1. Agenda Item Information

5(e)

Agenda Item Title: Parks & Recreation Commission Recommendation

Department: DPW

Date Submitted: 09/28/2026

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

2. Background & Purpose

Parks & Recreation Commission has recommended the closing of Salisbury Park and the removal of a grill from Juniper Play Spot. Salisbury Park would remain City property, but park equipment would be removed and area would be mowed less frequently. The Commission does not believe Salisbury Park is used enough to remain on the Parks Department maintenance roster, and kids are required to cross a busy street to get to it. The Commission does not believe the grill is used anymore and should be removed.

3. Fiscal Impact

Total Cost / Revenue Impact: N/A

Funding Source(s): N/A

4. Alternatives:

Salisbury Park remains a park and continues to be maintained accordingly. Juniper Play Spot grill remains in place.

5. Recommended Action:

Remove Park status from Salisbury Park and all park equipment.
Remove grill from Juniper Play Spot.

5. Department Head Approval

Name: Jake Roberts

Signature: Jake Roberts

Date: 09/28/2026

6. Attachments / Exhibits