

ISHPEMING CITY COUNCIL
Wednesday, February 3, 2021 at 7:00 p.m.
Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

1. Call to Order
2. Roll Call
3. Public Comment *(limit 5 minutes per person)*
4. Approval of Agenda
5. Agenda Comment *(limit 3 minutes per person)*
6. Consent Agenda
 - a. Minutes of Previous Meeting (January 13th)
 - b. Approval of Disbursements
7. Monthly Financial Statement Report
8. Public Hearing for MNRTF grant application for the kayak launches on the shores of Teal Lake
9. Resolution # 1-2021, Submission of the MNRTF grant application for the kayak launches on the shores of Teal Lake
10. Special Event Applications
 - a. Ishpeming Ski Club: 134th Annual Ski Jumping Tournament: March 5-7, 2021
 - b. Greater Ishpeming Negaunee Chamber of Commerce: West End Winter Wonderland: March 13, 2021
 - c. Northern Michigan University/University of Wisconsin Green Bay Ski Race: February 6th
11. Contract renewal with Hydro-Corp for Cross Connection Control Program
12. Discuss request to purchase City property located on Northwest corner of Lake Street and Division Street
13. Schedule workshop to discuss reporting process from City Boards and Commissions to Council
14. Confirm Policy #601, Council Rules and Procedures Policy
15. Confirm Management Negotiating Team Members
16. Establish Committee to review water and sewer rates
17. Old Business
18. New Business
19. Public Comment *(limit 3 minutes per person)*
20. Mayor and Council Reports
21. Manager's Report
22. Attorney's Report
23. Adjournment



Craig H. Cugini, City Manager

CITY OF ISHPEMING
Monthly Financial Report

Period Ending 01/31/2021

List of Funds	
Fund 101 - General Fund	Fund 401 - Public Improvement Fund
Fund 202 - Major Street Fund	Fund 472 - Construction Fund - CDBG
Fund 203 - Local Street Fund	Fund 590 - Sewer Fund
Fund 206 - Fire Fund	Fund 591 - Water Fund
Fund 211 - Firefighter Longevity	Fund 661 - Motor Pool Equipment Fund
Fund 220 - Lake Bancroft Fund	Fund 701 - Trust & Agency
Fund 226 - Garbage Fund	Fund 703 - Tax Collection
Fund 247 - Building Authority	Fund 711 - Cemetery Perpetual Care
Fund 248 - DDA	Fund 712 - Cemetery Care Fund
Fund 268 - Library Special Fund	Fund 732 - Act 345 Police/Fire Pension
Fund 271 - Library State Aid	

Pooled Cash by Fund		
101-General Fund	101-000-009.000	\$ 872,893.86
202-Major Street	202-000-009.000	699,004.48
203-Local Street	203-000-009.000	105,002.13
206-Fire	206-000-009.000	80,845.72
211-Firefighter Longevity	211-000-009.000	215,166.98
220-Lake Bancroft	220-000-009.000	5,947.99
226-Garbage	226-000-009.000	149,337.80
247-Building Authority	247-000-009.000	(175,224.98)
248-DDA	248-000-009.000	26,925.84
268-Library Special Fund	268-000-009.000	50,608.69
271-Library State Aid	271-000-009.000	(7,189.03)
401-Public Improvement	401-000-009.000	497,082.89
472-Construction Fund-CDBG	472-000-009.000	(275,958.14)
590-Sewer	590-000-009.000	1,518,786.11
591-Water	591-000-009.000	1,308,270.34
661-Motor Pool	661-000-009.000	460,677.79
Total Pooled Cash		\$ 5,532,178.47

Please note the following is a summary for the Finance Director to read from during the meeting. The full financial statements are attached.

	101 General Fund	202 Major St	203 Local St	226 Garbage	401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 872,893.86	\$ 699,004.48	\$ 105,002.13	\$ 149,337.80	\$ 497,082.89	\$ 1,518,786.11	\$ 1,308,270.34
Revenues	4,461.76	44,975.61	18,628.15	57,602.90	-	128,027.27	180,533.87
Expenses	290,387.85	10,999.44	5,955.48	10,667.03	63,728.25	15,129.28	24,028.74
Net Income(Loss)	(285,926.09)	33,976.17	12,672.67	46,935.87	(63,728.25)	112,897.99	156,505.13
Fund Balance:							
Non-spendable	102,131.19	-	-	-	-	-	-
Restricted	-	699,004.48	105,230.97	-	437,462.06	-	-
Committed	960.00	-	-	-	-	-	-
Assigned	-	-	-	279,719.48	-	-	-
Unassigned	390,472.73	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	9,161,216.01	8,395,971.37
Restrictd for Debt	-	-	-	-	-	-	774,407.00
Unrestricted	-	-	-	-	-	888,434.98	(219,283.89)
Total Fund Balance	\$ 493,563.92	\$ 699,004.48	\$ 105,230.97	\$ 279,719.48	\$ 437,462.06	\$ 10,049,650.99	\$ 8,951,094.48

Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 4th Quarter 2020 has been recorded.

2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through February 2020.

3. State revenue sharing in the General Fund has been recorded through October 2020.
Paid by the state in 2-month increments with a 2-month lag.

8

PUBLISH 1 TIME
Saturday, January 23, 2021

CITY OF ISHPERING

NOTICE OF PUBLIC HEARING
MNRTF DEVELOPMENT GRANT APPLICATION
TEAL LAKE DOCKS PROJECT

The City of Ishpeming is applying for a grant from the Michigan Natural Resources Trust Fund to install ADA Kayak launches on the shores of Teal Lake.

The Ishpeming City Council will receive public comment on this grant application at their meeting on Wednesday, February 3, 2021 at 7:00 p.m. The public hearing will be held via Zoom. Zoom webinar link information will be posted on the City of Ishpeming website or contact City Hall at 100 E. Division Street, Ishpeming, MI 49849; Phone 906-485-1091, Ext. 203 to obtain the information. Written comments will also be accepted and can be submitted to the City Manager's Office at the same address prior to the meeting.

For additional information on the grant application, please contact Ishpeming City Hall at 906-485-1091, Ext. 203.

10 (a)

CITY OF ISHPERING

SPECIAL EVENT APPLICATION

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

Organization's Name Ishpeming Ski Club Phone —
Organization Address PO Box 127 Ishpeming
Organization's Agent Kim Larson Phone (906) 869-2127
Agent's Title Treasurer Kim.larson.518@gmail.com
Agent's Address 14 River Run Rd Negaunee
Event Name 134th Annual Ski Jumping Tournament
Event purpose Ski jumping and cross country skiing
competition
Event Dates March 5-7, 2021
Event Times all day
Event Location Suicide Bowl Ski Hill and trails

1. Type of Event:

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

7/21/15

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

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

Normal Event Schedule occurs between January & March but

Next year's Specific Dates: specific dates change every year according to division calendar

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

4. Vendors: Food Concessions? ☒ [Yes] ☐ [No] Other vendors? ☒ [Yes] ☐ [No]
if allowable according to state COVID guidelines

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

6. Other Requests: _____

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

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

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

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

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


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

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

7/21/15

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

1/27/2021
Date


Signature of Organization's Agent

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

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

7/21/15



Ishpeming Ski Club COVID Policy and Protocol

January 1, 2021

The Ishpeming Ski Club (ISC) is committed to allowing our athletes to train and compete while still providing the safest environment possible to do so. The ISC will monitor all training practices, competitions and events along with local, state, and federal health and government guidelines to ensure the proper decisions are being made.

All athletes, parents, staff, and volunteers are required to follow the guidelines and mandates established by our local, regional, state and national health authorities as well as any established by the ISC, USA Nordic, and US Ski and Snowboard if participating in any ISC activities.

The virus that causes COVID-19 can infect people of all ages. While the risk of serious illness or loss of life is greatest in those 65 years of age or older with pre-existing health conditions, persons in every age group can become infected with COVID-19 and some may become seriously ill or even die.

COVID-19 is spread from person to person through contact that is close enough to share droplets generated by coughing, sneezing, speaking, and even just breathing. COVID-19 can also be spread by touching objects where contaminated droplets have landed followed by touching of mouth, nose, or eyes. Due to this easy manner of transmission, an infant, child, young person, or adult who is infected with COVID-19 can spread the infection to others they come in close contact with, such as members of their household, coaches and players. Infected persons with mild or even no symptoms can spread COVID-19.

Parents should monitor the health of their children and not send them to participate in events if they exhibit any symptom of COVID-19. Adult participants should do the same. They should seek COVID-19 testing promptly if appropriate and report results to team staff and sports organization officials given the implications for other participants, families, and staff.

The following are minimum guidelines to reduce COVID-19 transmission risks for ISC athletes, coaches, parents/guardians, and spectators (when allowed according to local and state guidelines). The use of the term “event” applies to all practices, games, tournaments, and other approved activities.

- **State And Local COVID-19 Guidelines:** In addition to these guidelines, all state and local guidelines in regards to COVID-19 and youth sports shall be followed including but not limited to start dates and limitations on crowd sizes.

- **Waiver / Release:** A COVID-19 waiver/release should be signed by all parents/guardians, athletes, volunteers and anyone else who will be present at an ISC event prior to participation.
- **Clubhouse Use:** The clubhouse will be off limits to parents and athletes during practices and competitions. It is expected that parents and athletes will use their own personal vehicles for changing and as a warm space if needed. Hand sanitizer must be used upon entering the clubhouse. Bathrooms in the clubhouse will not be available for use. A porta-john will be available for use by anyone at an ISC event. Hand sanitizer will be provided in the porta-john for use.
- **Face Coverings:** Everyone on site must wear a face covering when within 6 feet of a person not of the same household. Athletes are able to remove them when they get to the start gate/bar and are in the act of jumping/skiing during practice/competition but must have them on when using the tow rope, waiting in line, congregating around each other, etc. Buffs are good for this because they can easily be pulled down around their neck and then pulled back up again.
- **Equipment:** Athlete equipment should be kept spaced to encourage social distancing. Athletes should bring their own disinfectant wipes to wipe down their own equipment between use. Skis will be stored in the ski trailer. All other equipment (suits, boots, helmets, goggles) will go home with athletes. No more than 2 households in the ski trailer at a time to pick up or put away skis.
- **Waxing Facilities:** All ski waxing will be set up and occur outside of the ski trailer in the open air.
- **Water Bottles:** No team coolers will be provided. Parents/guardians should provide separate marked water bottles or sports drink for their child.
- **Social Distancing:** All parents/guardians, athletes, volunteers and spectators not of the same household should practice social distancing of 6 feet whenever possible. Athletes are encouraged to remind each other of this with the phrase "Keep your six".
- **Daily Screening:** All participants (parents/volunteers/athletes) will self-perform the "HAVE A DANDY TEST" – EVERY TIME YOU ENTER THE FACILITY (everyone) wherein facility includes anywhere the ISC may be practicing and/or competing.
 - Anyone attending practice/competition has not had a fever of 100.4 degrees or greater in the past 10 days.
 - Attendee(s) has not experienced any symptoms of COVID-19 in the past 14 days not attributed to another health condition (fever, cough, shortness of breath or difficulty breathing, chills, sore throat, or loss of taste or smell).
 - Attendee(s) has neither tested positive for COVID-19 in the past 14 days nor is awaiting test results, and not knowingly been in close contact with anyone (including household members) that has tested positive for COVID-19 in the past 14 days.

- **Duty To Disclose, Quarantine, And Return To Activity:** If an athlete, parent, coach, or volunteer has tested positive for COVID-19, exhibits symptoms but has not been tested, or has had close contact, the ISC board must immediately be notified and said person must remain in quarantine until meeting state or CDC Criteria For Discontinuing Home Isolation. Return to activity should be cleared by the ISC board who may require written clearance from a health care professional.
- **Stay Home When Appropriate:** Players, staff, parents/guardians, and spectators should stay home (or the motel under isolation if at a tournament) when they are showing signs of COVID-19, have a temperature, or have had close contact with a person with COVID-19.
- **If COVID Symptoms Exhibited At Event:** If a staff member, player, parent/guardian, or spectator exhibits symptoms during an event, they should immediately be separated and sent home or to a health care facility depending on the severity of the symptoms.
- **Notification Of Third Parties:** The COVID-19 coordinator should notify local health officials, staff, and family members of participants immediately of any lab confirmed case of COVID-19 for any volunteer or athlete while complying with local and state privacy/ confidentiality laws as well as with HIPAA and the Americans With Disabilities Act.
- **Personal Hygiene:** Staff, players, parents/guardians, and spectators should practice proper hygiene, wash hands frequently with soap and water for at least 20 seconds, use hand sanitizer (at least 60% alcohol), abstain from touching their face (mouth, nose or eyes), refrain from spitting, and cover their cough or sneeze with a tissue and throw tissue in the trash. In addition as a back up, players and staff should carry their own hand sanitizer.
- **Pre-Game Warm Ups:** During pre-game, players and staff should maintain the 6 ft. distance if possible during warm ups and drills and should only have close contact during actual competition if unavoidable.
- **Tournaments/Competitions**
 - **No Congregation:** Staff, athletes, parents/guardians, and spectators should not congregate prior to the event and should stay in cars until right before warm ups and should avoid other groups that are leaving the prior event. Team staff, athletes, parents/guardians, and spectators should quickly exit after the event and go directly to their cars without congregating with other teams or spectators in common areas.
 - **Team Check-In Process:** Team staff and athletes should continue social distancing during the team check in process for competitions. Teams should designate a contact person who will pick up and collect bibs.
 - **Bib Use:** Bibs will be issued to participants and collected at the end of the event. They will be disinfected and washed prior to any subsequent use by the ISC.

- **Registrations:** All registrations will be done using TeamSnap to lessen in person contact. Participants will be able to make payment using a credit card option.
- **Covid Waiver:** All participants must sign a Covid Waiver form prior to competition.
- **Spectators:** Spectators will be dependent on state and local guidelines in place at the time of the competition. Immediate family members of athletes will be allowed to attend. Any allowed spectators will be required to be masked at all times and asked to maintain proper social distancing.
- **Results:** Results will be posted via TeamSnap within 24 hours of the conclusion of the event.

ISC President and Head Cross Country Ski Coach: Dick Ziegler - (651) 788-5794

ISC Vice President: Peter Copenhaver - (906) 286-0915

ISC Head Ski Jumping Coach: Gary Rasmussen - (906) 250-8651

ISC Covid Coordinator: Michael Czerkes – (517) 927-7713

ISC Assistant Covid Coordinator: Bob Hendrickson – (906) 204-0520



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Ishpeming Ski Club ("ISC") has put in place preventative measures to reduce the spread of COVID-19; however, the ISC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending ISC related events could increase** your risk and your child(ren)'s risk of contracting COVID-19.

In consideration of you or your athlete being allowed to participate in any way with the Ishpeming Ski Club for athletic sports programs, related events and activities, the undersigned acknowledges, appreciates, and by signing this document binds all participants and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as COVID-19) from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
2. We knowingly and freely assume all such risks on behalf of our self and/or our athlete(s), both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for our self and/or athlete(s); and
3. We willingly agree to comply with the stated and customary terms and conditions for participation (see ISC COVID-19 Safety Standards). If, however, we observe any unusual significant hazard during our presence or participation, we will remove our members from participation and bring such to the attention of the nearest official immediately; and,
4. We acknowledge that we are aware that there are risks to our self and/or athlete(s) of exposure to directly or indirectly arising out of, contributed to, by, or resulting from: An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof (collectively COVID-19);
5. In consideration of having the opportunity to participate as either a parent, team member, competitor, volunteer, etc, in the ISC program, and in acknowledging that we are aware of and willing to assume the risks associated this activity, we, and on behalf of our heirs, successors, and assigns do hereby voluntarily agree to release, waive, hold

harmless and indemnify Ishpeming Ski Club, its individual board members, coaches, agents, volunteers, and employees and any facilities used by ISC from any and all claims, demands, damages and causes of actions of any nature whatsoever, including claims arising out of or related to COVID-19, that we have or may have against them for, on account of, or by reason of our participation in the above activities. We indicate our agreement to this release and waiver of claims hold harmless elective noted below.

I will perform the "HAVE A DANDY TEST" – EVERYTIME YOU ENTER THE FACILITY (everyone) wherein facility includes anywhere the ISC may be practicing and/or competing.

1. Anyone attending practice/competition has not had a fever of 100.4 degrees or greater in the past 10 days.
2. Attendee(s) has not experienced any symptoms of COVID-19 in the past 14 days not attributed to another health condition (fever, cough, shortness of breath or difficulty breathing, chills, sore throat, or loss of taste or smell).
3. Attendee(s) has neither tested positive for COVID-19 in the past 14 days nor is awaiting test results, and not knowingly been in close contact with anyone (including household members) that has tested positive for COVID-19 in the past 14 days.

I AND/OR OUR ATHLETE(S) HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT OUR SELF AND/OR OUR ATHLETE(S) HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I, _____ (Print Name of Parent/Legal Guardian Name if participant is a minor) understand the policies above and agree to the waiver and release of liability. I will also respect the efforts of the ISC to follow all CDC, Federal, State, & Local Guidance. I have discussed these guidelines with the participant(s) listed below.

Parent/Legal Guardian Signature _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Participant(s) _____

Participant Signature (if over 18 years of age): _____



10(b)

*"Dedicated to building great businesses, great neighborhoods, and great places to experience
Western Marquette County."*

January 28, 2021

Ishpeming City Council
Ishpeming City Manager
100 E Division St
Ishpeming, MI 49849

Dear City of Ishpeming City Council,

I am writing on behalf of the Greater Ishpeming-Negaunee Area Chamber of Commerce (GINCC) to request the use of AI Quaal for our Annual West End Winter Wonderland Saturday, March 13, 2021.

The community-oriented event will include snowshoeing, sledding and other outdoor activities featuring vendors from area businesses. Events and vendors are yet to be finalized. All participating businesses, attendees and volunteers will be required to follow current Covid-19 regulations as stipulated by the State of Michigan, Michigan Department of Health and Human Services, City of Ishpeming and the GINCC Covid-19 plan.

We realize that our plan will have to be updated as the Executive Orders and guidelines are changing, sometimes with short notice. We will submit a final Covid-19 plan by March 3, 2021, with the current guidelines and specific to all the events we are planning on having at the West End Winter Wonderland.

We look forward to a favorable response. If you have any further questions or concerns, I am available by phone at 906.486.1111 or ginccdirector@gmail.com.

Sincerely,

Bob Hendrickson
Executive Director
Greater Ishpeming-Negaunee Area Chamber of Commerce

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's Name GINCC Phone 486-1111
Organization Address 910 U.S. Hwy 41 West, Ishpeming
Organization's Agent Bob Hendrickson Phone 486-1111
Agent's Title executive director
Agent's Address 910 U.S. Hwy 41 West, Ishpeming
Event Name West End Winter Wonderland
Event purpose Community involvement
GINCC Fundraiser
Event Dates Sat. March 13, 2020
Event Times 12 - 4pm
Event Location Al Quaal Recreation Area

1. Type of Event:

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

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

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

Normal Event Schedule _____

Next year's Specific Dates: _____

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

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

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

6. Other Requests: _____


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

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

7/21/15

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

1-28-2021
Date


Signature of Organization's Agent

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

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

January 22, 2021 Gatherings and Face Mask Order

Effective February 1 through February 21, 2021

Definitions.

“Gathering” means any occurrence, either indoor or outdoor, where two or more persons from more than one household are present in a shared space.

General capacity limitations at gatherings.

At non-residential venues:

- A. 25 or fewer persons are gathered at a venue without fixed seating, and attendance is limited to 20 persons per 1,000 square feet, including within any distinct area within the event space**

Gathering restrictions for entertainment facilities, recreational facilities, and food service establishments.

- a. If participating in non-stationary activities, groups maintain a consistent 6 feet of distance from other groups at all times;**

Venues abide by the following maximum capacity limitations:

- A. At stadiums and arenas hosting sporting events as provided in section 6, up to 250 patrons may be gathered at venues with a seating capacity under 10,000, and up to 500 patrons may be gathered at venues with a seating capacity of over 10,000. This provision is effective immediately, replacing section 3(a)(5)(C) of the January 13, 2021 order, entitled Gatherings and Face Mask Order;**
- B. For all other entertainment and recreation facilities, no more than 100 patrons may be gathered within any distinct space within the venue.**
- C. Gatherings at ice and roller rinks are permitted, provided that occupancy is limited to 4 persons per 1,000 square feet, including within the exercise space. Gatherings for the purpose of non-contact sports and open skating are permitted. Gatherings for the purpose of contact sports are prohibited except for activities permitted under section 6(a).**

Face mask requirement at gatherings.

- a. All persons participating in gatherings are required to wear a face mask.**
- Exceptions to face mask requirements**

- a. Are exercising outdoors and able to consistently maintain 6 feet of distance from others;

Contact tracing requirements for particular gatherings.

- a. Gatherings are prohibited at the following facilities unless the facility maintains accurate records, including date and time of entry, names of patrons, and contact information, to aid with contact tracing, and denies entry for a gathering to any visitor who does not provide, at a minimum, their name and phone number:

Data collected under this section:

1. Must not be sold, or used for sales or marketing purposes without the express consent of each patron;
2. Must be protected as confidential information to the fullest extent of the law;
3. Must not be provided to law enforcement or immigration officials except upon receipt of a lawful subpoena from a court or other lawful court order;
4. Must be retained for 28 days by the collecting organization, after which time the data must be destroyed. If facilities use existing data to fulfill this requirement, they may instead follow their own pre-existing data retention and destruction policies at the conclusion of the 28-day retention period.

10 (c)

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's

Name Northern Michigan University Ski Team Phone 906 - 458-0459

Organization Address 1401 Presque Isle Ave Marquette, MI 49855

Organization's Agent Sten Fjeldheim Phone 906-485-0459

Agent's Title Head Nordic Ski Coach

Agent's Address Same as Above

Event Name Northwoods Invite - NMU Replacement Host

Event purpose Ski Race

Event Dates 2/5 - 2/7

Event Times 9AM - 5PM

Event Location Al Quaal Recreation Area and Ski Trails

1. Type of Event:

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

7/21/15

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

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

Normal Event Schedule _____

Next year's Specific Dates: _____

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

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

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

6. Other Requests: _____

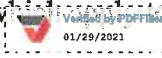
7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

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

1/29/2021

Date



Signature of Organization's Agent

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

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

7/21/15

10c



INTERCOLLEGIATE ATHLETICS
AND RECREATIONAL SPORTS
1401 Presque Isle Avenue
Marquette, MI 49855

COVID Event Plan for Al Quaal Ski Events

Dates: 1/29/2021 – 1/31/2021

This document will outline the guidelines and practices that the organizing committee and participating teams will abide by for the NCAA ski event taking place on the weekend of 1/29 – 1/31. These guidelines were made in accordance to the recommendations set forth by the State of Michigan, Northern Michigan University, the NCAA, and US Ski and Snowboard.

Event Size Anticipated: 60 Racers in total. 30 per gender. 10 – 15 Volunteers, Coaches, and Officials

Event Participation:

1. All Teams (Athletes and Coaches) per NCAA guidelines must show a negative COVID-19 test result prior to any travel to Ishpeming for these ski events.
2. Each team will continue to monitor daily symptoms of their athletes over the course of the weekend and will isolate individuals that develop any COVID linked symptoms and will notify race organization.

Race Organization:

1. Event will be conducted following the guidance of the US Ski and Snowboard COVID Event Guidance Policies and Procedures document that is attached.
2. All participants, volunteers and officials, will wear masks and keep social distancing (>6 ft) whenever possible.
 - a. Racers will only remove masks while skiing and racing but will still be asked to maintain distancing practices while on ski trails.
3. Race schedule will be designed to limit the number of individuals at Al Quaal Recreational Area at one time. Races will be timed to allow one gender to race and depart venue prior to other arriving for their race.
4. All races will be conducted in an individual start manner as to ensure maximum distance between racers.
 - a. 30 Second Intervals
 - b. Start order seeded in a way to eliminate as much group skiing as possible.
5. Each Team will have designated waxing space for only their team and separated completely from the other teams in participation.
6. Al Quaal restrooms will be locked and not available for use.
 - a. Portable Bathrooms will be rented by host institution. Each team will have their own specific bathroom for just for their team.
7. All meetings will be held virtually through zoom calls when possible. If a meeting must take place in person, it will be outdoors, distanced, with masks on.
8. Start and Finish areas will be set up to provide areas in which athletes can maintain adherent social distancing practices.
9. All Race bibs will be assigned and given to each teams coach prior to the event for both days. There will be no reused bibs and after the event the bibs will be cleaned using NMU Athletics guidelines for Laundry Service.

HOME OF THE WILDCATS



INTERCOLLEGIATE ATHLETICS
AND RECREATIONAL SPORTS
1401 Presque Isle Avenue
Marquette, MI 49855

10. No Award Ceremonies on site
11. NMU Athletic Training Staff will be there on an emergency basis only.

Spectator Attendance and Access:

1. Teams will be asked to disperse information to their athlete's parents and friends asking that it would be greatly appreciated if they would abstain from attending the event and traveling to Marquette/Ishpeming Area.
2. In the event there are spectators, we will be making the stadium and team areas off limits to anybody other than those participating.
3. Spectators will be required to be masked at all times while at Al Quaal and must adhere to the proper social distancing guidelines.
 - a. Signage with these guidelines will be placed at all major traffic points at Al Quaal Trail system.

NMU Contact Information:

NMU Head Ski Coach: Sten Fjeldheim – 906-458-0459 – sfjeldhe@nmu.edu

NMU Athletic Director: Forrest Karr – 906 – 227 – 1826 fkarr@nmu.edu

NMU Associate Director of Athletics: Bridget Kyle – 906 – 227 – 2371 – brberube@nmu.edu

NMU Medical Director: Dr. Christopher Kirkpatrick – 906-227-2355 healthcenter@nmu.edu

Head Athletic Trainer: Jason Laxo – 906-227-1653 jlaxo@nmu.edu

HOME OF THE WILDCATS



U.S. Ski & Snowboard COVID-19 Cross Country Ski Domestic Competitions Guidance

v2: October 27, 2020



COVID-19 Cross Country Ski Strategic Planning Commission

Members

Chair: Bryan Fish (U.S. Ski & Snowboard)

Medical: Troy Taylor and Gillian Bower (U.S. Ski & Snowboard)

Legal: Alison Pitt (U.S. Ski & Snowboard)

Officials: Allan Serrano (FIS NA TD Commissioner)

Working Group: COVID-19 Cross Country Ski National Domestic Competition Working Group
(<https://docs.google.com/spreadsheets/d/1PZJ83AsAoGTusUhUe65UizpAuFlrYh5tkdJMYxkxFiE/edit?pli=1#gid=341894714>)

Goals

- Provide guidance and direction for hosting cross country ski races during the COVID-19 pandemic
- Help to minimize the risk and spread of COVID-19 infection at U.S. Ski & Snowboard races
 - U.S. Ski & Snowboard to provide best practice direction on physical distancing as well as; forms for clubs/teams to manage pre-screen questionnaires and daily symptom checks
 - Compliance with local health authority mandates and diligence in hosting events gives everyone the best opportunity to avoid cancellations
 - Partner with our host venues for hosting cross country ski races

I. Introduction

U.S. Ski & Snowboard is committed to assisting all members, clubs, volunteers and competition organizers navigate the upcoming 2020-21 domestic competition season as impacted by the COVID-19 global pandemic. We recognize that COVID-19 has impacted different parts of the country in different ways and with different timing. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact and can lead to severe illness and death.

All U.S. Ski & Snowboard members and participants are expected to follow all local, state and federal public health mandates during competition participation. Everyone's compliance and diligence are required in order to help minimize risk in the competitive environment and the ability to run a 2020-21 competitive season. Compliance with mandates and diligence in safely hosting events gives everyone the best opportunity to avoid cancellations.



This cross country ski guidance document (Cross Country Ski Guidance) on domestic cross country ski competition hosting considerations during the COVID-19 pandemic has been developed by the COVID-19 Cross Country Ski National Domestic Competition Working Group and is intended to guide the planning of all domestic FIS and U.S. Ski & Snowboard sanctioned cross country ski racing competitions. Other sport-specific protocols will be released separately and in a timely manner. The Cross Country Ski Guidance is based on U.S. Ski & Snowboard's COVID-19 Domestic Competitions Guidance and includes portions of specific content from the U.S. Olympic and Paralympic Committee (USOPC) and the U.S. Centers for Disease Control and Prevention (CDC).

Primary considerations for returning to domestic competition are the rules and regulations set forth by public health authorities and state and local governments, which will be different across the country. The secondary considerations should be the specific recommendations set forth in this document and U.S. Ski & Snowboard's Guidance. In either case (State/Local or U.S. Ski & Snowboard), the more restrictive portions of each regulation should be the guidance that is followed. This does not prevent associations, local clubs, and competition organizers from adopting even more strict or more conservative approaches than those mandated by local public health authorities or recommended by the U.S. Ski & Snowboard Guidance.

This Cross Country Ski Guidance should be considered a "living document." This document's criteria and recommendations are based on known factors at the time of writing (October 27, 2020). As more information becomes available concerning cross country ski competition and COVID-19, this Cross Country Ski Guidance will be updated as appropriate, and new version(s) released to the U.S. Ski & Snowboard cross country membership and competition organizers.

U.S. Ski & Snowboard COVID-19 mitigation documents are designed to reduce potential exposure and mitigate risk of viral transmission. However, they are not all encompassing and while they provide guidance for a wide range of scenarios, they do not account for every variable. Until a vaccine or other therapeutics are widely available, there will be an underlying, inherent risk of COVID-19 exposure and contraction when leaving the confines of one's home. Preventative measures cannot guarantee that you will not become infected with COVID-19.

II. General

Per CDC considerations, the risk of COVID-19 spread increases in sports settings as follows:

- ◆ **Lowest Risk:** Performing skill-building drills or conditioning at home, alone or with family members.



- **Increasing Risk:** Team-based practice.
- **More Risk:** Within-team competition.
- **Even More Risk:** Full competition between teams from the same local geographic area.
- **Highest Risk:** Full competition between teams from different geographic areas.

Consideration of the inherent potential for disease transmission associated with different sports should be part of the planning process. Per the USOPC's Return to Event Considerations, skiing and snowboarding are sports that are conducted outdoors and, in many circumstances, can account for physical distancing and proper sanitization procedures, and therefore can be planned according to public health mandates.

Definitions

U.S. Ski & Snowboard defines the below terms as follows for the purpose of this Cross Country Ski Guidance:

- **Close contact:** any individual who was within six (6) feet of an infected person for at least 15 minutes (accumulated over any 24 hour period) starting from two (2) days before illness onset (or, for asymptomatic patients, two (2) days prior to positive specimen collection) until the time the patient is isolated.
- **Physical distancing:** minimum six (6) feet at rest and minimum ten (10) feet while exercising.

Do not compete/travel to a competition venue if you:

- ☐ Are exhibiting any symptoms of COVID-19. Symptoms range from mild to severe illness and may appear 2-14 days after exposure to the virus, including: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea.
- ☐ Have been in close contact (as defined above) with someone with COVID-19 in the last 14 days.
 - ☐ Athletes and staff should complete a daily pre-screening questionnaire (example) to verify the above.
- ☐ Consult with a healthcare professional if you are at higher risk of developing a serious disease.



In the event of symptoms or positive test reported:

1. Do not take public transportation if you are sick or exhibiting symptoms, or have tested positive for COVID-19. Immediately separate anyone who has tested positive or has COVID-19 symptoms (i.e., fever, cough, shortness of breath). The local healthcare facility should be notified and arrangements should be made to transport the individual home or to the facility as directed.
2. Individuals who have had close contact with a person who has symptoms or has tested positive should be isolated and should quarantine according to state, regional guidelines, or at home if they are able to travel alone (i.e. in a car by themselves).
3. In accordance with state and local privacy and confidentiality laws and regulations, notify local health officials, staff, participants and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA) and other applicable laws and regulations.
4. Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
5. Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure safe and correct use and storage of cleaning and disinfection products, including storing them securely away from children. Always use proper personal protection equipment with any cleaning and disinfecting steps.

III. New Cross Country Ski Policies and Procedures for Season 2020-21

This Cross Country Ski Guidance is supplemental to the U.S. Ski & Snowboard Guidance, both documents should be considered for competition planning and participation.

1. A COVID-19 Coordinator is required as part of the Organizing Committee (OC)
 - a. Requirements
 - i. Medical background preferred.
 - ii. A U.S. Ski & Snowboard membership is required.
 - b. Duties include, but are not limited to:



- i. Works with local health authority on specific rules and regulations around COVID-19, including but not limited to: mass gathering limits, out-of-state quarantine rules (if any) and emergency protocols
- ii. Works with venue/resort partner for specific COVID-19 policies and procedures (including ski patrol and emergency protocols).
- iii. Acts as the central contact point for all COVID-19 questions and concerns.
- iv. Collaborates with local health authority and ski area management, in conjunction with the OC, to determine appropriate field size for the race.
- v. Working with the OC, communicates to all participants about the risks of COVID-19, symptoms of COVID-19, transmission routes, mitigation strategies, and any additional local safety protocols.
- vi. Working with the OC, communicates physical distancing rules for indoor lodge facilities and outdoor port-o-potties.
- vii. Working with the OC, recommends older individuals and/or people of any age with underlying health conditions, or those living with or that have consistent contact with those populations, consider limiting their participation or not participating.
- viii. Working with the Team Captains, verifies that participants (athletes, coaches, officials, and volunteers) pre-screen questionnaires (example) are completed before each competition or series of competitions.
- ix. Working with the Team Captains, verifies that participants (athletes, coaches, officials, and volunteers) symptom checks (example) are completed daily the morning of each race day.
- x. Follows protocols in the event of symptoms or a positive test reported (outlined above in section II).
- xi. Communicates, in collaboration with the relevant club, if a participant becomes symptomatic during or within 48 hours after the race
 1. Inform U.S. Ski & Snowboard for monitoring purposes and external communications protocols (contact U.S. Ski & Snowboard Sports Medicine Director & Lead Physical Therapist Gillian Bower, gillian.bower@usskiandsnowboard.org)
 2. Any participant who tests positive for COVID-19 must follow U.S. Ski & Snowboard Return to Sport guidelines
 3. Any participant who has had close contact with a positive COVID-19 case must follow CDC When to Quarantine guidelines before participating in a subsequent U.S. Ski & Snowboard race



2. All event participants (athletes, coaches, officials, and volunteers) must complete a pre-screen questionnaire (example) within 24-48 hours before the start of the competition or series of competitions.
 - a. COVID-19 Coordinator must confirm all event participants have completed a pre-screen questionnaire.
 - b. Event participants who do not complete a pre-screen questionnaire may be not be allowed to participate.
3. All event participants must complete a daily symptom check (example) the morning of each race day.
 - a. COVID-19 Coordinator must confirm all event participants have completed a daily symptom check.
 - b. Event participants who do not complete a daily symptom check may be not be allowed to participate.
4. At every competition, face coverings are required by all participants (athletes, coaches, officials, and volunteers) at all times when not physically distanced (less than 6 feet from others), except for training, wax testing, or racing. Face covering may be removed on the start line, but must put it back on immediately after finishing and/or crossing the finish line. Non-compliance may result in sanction in accordance with ICR/ACR 223.1.1.
 - a. COVID-19 Coordinator will bring violators to the attention of the jury:
5. All Team Captains Meetings will be virtual. All race documents will be delivered electronically.
 - a. All attending coaches must register for the race electronically, with a valid U.S. Ski & Snowboard membership and a current email address and cell phone number.
 - b. Venues with no wifi or cell service will require an alternative plan for distribution of race documents that adheres to physical distancing rules.
6. Registration
 - a. Consider online registration and entry payment.
 - b. Consider limitations of congregation at on-site registration.
 - c. Consider race packet pick-up and drop-off conducted outdoors.
 - d. Minimize point of contact for race packet pick-up and drop-off. Suggested examples include:
 - i. One-way drive-up bib and packet pick-up and drop off.
 - ii. OR one-way passage for walk-up registration.



- iii. Suggestion to include timing chip in the athletes bib pick-up packet if applicable.
 - iv. Suggest athletes apply the chip device.
 - v. Suggest athletes remove chip departing finish corral and placing timing chip in a bin. All timing chips must be cleaned and disinfected before reuse.
 - e. Consider disposable paper bibs for each day of competition.
 - f. All bibs must be cleaned and disinfected before and after the competition if using cloth or lycra bibs.
7. Athletes maintain physical Distancing (at least 6 feet) during course inspection, warmup and cool-down.
8. Race Formats
- a. Encourage interval start distance races
 - i. Encourage interval start seeding that limits congregation on course
 - 1. Examples include:
 - a. Start order by ranking
 - b. OR 30 second interval starts - A & C alternating seedings
 - b. Encourage sprint qualification only OR fewer participants in heats in abundance with FIS-sanctioned formats: (https://assets.fis-ski.com/image/upload/v1596629669/fis-prod/assets/ICR_CrossCountry_2020_clean.pdf)
 - c. Consider no mass start format races or limited mass start field sizes
9. Protest Period
- a. Consider protests made electronically, in accordance with the protest period deadlines.
 - i. The jury can extend, up to 24 hours, the period in which a protest against the timekeeping is accepted in a circumstance where results are not posted on-site and live timing is not available.
 - ii. Protest hearings should be done in person, with proper face coverings and in observation of physical distancing rules.
 - b. Consider all jury meetings be held outdoors where practical
 - i. Protest hearings should be done in person, with proper face coverings and in observation of physical distancing rules.
10. Consider expanding start areas to allow for physical distancing.



11. Consider Unofficial results to be posted on live timing websites and publicly announced at the venue.
 - a. All official results to be distributed electronically instead of on-site information or results boards that encourage congregation.
 - b. Finish time race clocks are acceptable.
12. Consider virtual awards ceremonies.
 - a. in-person awards ceremonies that adhere to physical distancing requirements are acceptable
13. Any participant who tests positive for COVID-19 within 48 hours after the conclusion of the race must contact the race's COVID Coordinator to initiate proper protocols, and must follow U.S. Ski & Snowboard Return to Sport guidelines.
14. Consider limiting participant access to indoor facilities, and minimize downtime for athletes during the day.
 - a. For venues with parking lots nearby, vehicles can be used to keep participants warm.
 - b. Use of well-ventilated tents and heat lamps can be provided to shelter and warmth for participants on cold winter days with consideration of physical distancing and masks as previously mentioned.
 - c. Consider short stays at the venue by the competing athletes.
 - i. For example, arriving 45 minutes before start, race their respective competition, short cool down, and immediately depart.
 - d. Consider spacing out of specific age categories and/ or genders during the competition day to limit competitive field sizes at the venue.
 - e. Consider methods to minimize congregation in wax cabins/ wax rooms
 - i. Consider no indoor on-site waxing
 - ii. Consider limiting access to indoor waxing facilities to wax staff and coaches only (I.E. no access to athletes)
 - iii. Consider wax cabins/ wax rooms designated to one team per cabin
15. Consider limiting any nonessential visitors, spectators, volunteers, and activities involving external groups or organizations where spacing and physical distancing cannot be maintained, especially with individuals not from the local geographic area (e.g., community, town, city, or county). Spectators in attendance must adhere to local health guidelines, limiting gatherings and contact with individuals where spacing of at least 6



feet between people cannot be maintained. No spectators permitted inside the race arena.

PROPOSAL

DEVELOPED FOR

Carl Peterson

DPW Director

City of Ishpeming

100 E. Division Street

Ishpeming MI, 49849

January 12, 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDR  **CORP.**
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



SCOPE OF WORK	3
PROFESSIONAL SERVICE AGREEMENT	4-10
QUALIFICATIONS	11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Ishpeming. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **70** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the Village with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 664.00	Annual Amount: \$ 7,968.00	Contract Amount: \$ 23,904.00
----------------------------------	-----------------------------------	--------------------------------------

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of \$ 664.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this (DATE) by and between the City of Ishpeming organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one, five or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

2.7 VACUUM BREAKERS. HydroCorp will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-



frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 FACILITY TYPES. The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

2.11 INSPECTION TERMS. HydroCorp will perform a minimum of **210** total inspections over a **three – (3)** year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE). HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

2.13 POLICY MANUAL. HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 INVENTORY. HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 DATA MANAGEMENT. HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 ANNUAL YEAR END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 CROSS CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately **342** cross-connection control educational brochures for the duration of the Agreement.

2.18 INSURANCE. HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on
- 4.2 (DATE)** _____ and end **three (3) years** from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.3 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this agreement for two – (2) additional one – (1) year periods. Price increases for the renewal period will equal the current rate of inflation (CPI) or 3%, whichever is less.
- 4.4 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.5 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$664.00** per month, **\$7,968.00** annually for a **three (3)** year contract period totaling **\$23,904.00**.
- 4.6 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not



made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.7 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.8 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.9 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.10 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest



under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.” The remainder of the language in this section should be struck, as the Utility cannot secure the agreement of its insurer to a waiver of subrogation.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.



5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:
HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:
City of Ishpeming
c/o Carl Peterson
100 E. Division Street
Ishpeming, MI 49849
(906) 234-7481

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Ishpeming

By:
Title:

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



CITY OF ISHPEMING, MICHIGAN
CITY COUNCIL RULES OF PROCEDURE POLICY

Initially Adopted: April 4, 2018

Confirmed December 4, 2019

Revised February 3, 2021

SUBJECT: COUNCIL RULES OF PROCEDURE

PURPOSE: Council Rules of Procedure for home rule cities and villages are generally authorized by City Charter. These Rules of Procedure help the Council to run an efficient meeting and to deal with the public and the media in a positive manner. When not in conflict with the City Charter, they may be revised by majority action of the City Council.

POLICY:

I. ETHICAL CONDUCT OF COUNCILMEMBERS

In an effort to maintain the public trust, the City Council of Ishpeming declares that all councilmembers shall avoid any conflict between their private interests and those of the general public they serve. All City officials and employees shall safeguard public confidence by being honest, fair, and respectful of all persons and property with whom they have contact. Furthermore, to enhance the faith of the citizens in the integrity and impartiality of the elected and appointed officials of the City of Ishpeming, it is necessary to provide specific guidelines for dealing with conflicts of interest and the proper conduct of officials.

A. Gratuities

No councilmember shall solicit, accept, or receive, directly, or indirectly, any substantial gift, whether in the form of money, loan, travel, entertainment, hospitality, thing, promise of future employment, promise of benefit, or in any other form of economic interest, under circumstances in which it can reasonably be inferred such gift, favor, or special privilege would not have been extended but for the position of such public official, or where there exists a reasonable belief that the giver's interests are likely to be affected by the actions of the councilmember. It shall be unlawful for a councilmember to use his or her public office for private and economic gain.

B. Preferential Treatment

No councilmember shall use, or attempt to use, their official position to unreasonably secure, request, or grant any privilege, exemption, advantage, contract, or preferential treatment for themselves, a relative, or others.

C. Use of Information

No councilmember who acquires information in the course of their official duties, which information by law or policy is not available at the time to the general public, shall use or withhold such information to further the private economic interests of themselves, a relative, or anyone else.

D. Full Disclosure

1. No councilmember shall participate, as an agent or representative of the City, in approving, disapproving, debating, voting, abstaining from voting, recommending, or otherwise acting upon any matter in which he or she has a direct or indirect economic interest without disclosing the full nature and extent of their interests. Such a disclosure must be made before the time to perform their duty or concurrently with that performance. If the councilmember is involved with the decision-making or advising body, they must make a disclosure to the Mayor in a timely matter. The opinion of the City Attorney shall be binding on the Council with respect to the existence of a conflict of interest (*Charter 4.3 (c.)*).

2. Whenever a councilmember is required to recuse himself or herself, he or she:

- a. Shall immediately refrain from participating further in the matter;
- b. Shall promptly inform the Mayor

E. Outside Business Dealings

No councilmember, on his or her own behalf or on behalf of another person, shall have any financial or other direct personal interest in any contractual or non-contractual business transaction with the City unless he or she make full public disclosure of the nature and extent of such interest prior to approval of such transaction.

F. Use of City Property

No councilmember shall, directly or indirectly, make use of or permit a relative or other person to make use of City property of any kind or City personnel resources for purely personal gain or economic benefit. Councilmembers shall strive to protect and conserve all City property including equipment and supplies entrusted or issued to them.

G. Legal Process

No councilmember shall interfere with the ordinary course of law enforcement within the City, and no special favors, consideration, or disposition shall be suggested to or requested of any law enforcement person of the City including City manager, police chief, police officers, code enforcement officers, City attorney, and/or administrative staff concerning any city law enforcement matter including (but not limited to) traffic tickets, ordinance tickets, or

municipal civil infraction citations. This subsection shall not prohibit the City manager, City attorney, and all law enforcement officials from exercising the usual power, control, and discretion which are part of their normal duties. Nor shall the subsection prohibit the Mayor and Council from making policy decisions, enacting legislation, and directing the affairs of the City in accordance with their legal powers and responsibility.

H. E-Mail Procedure

Members shall not respond to e-mails using "reply to all" in response to a specific member, the City Manager, or other staff as that may constitute a violation of the Open Meetings Act.

I. Limitations of the Power of Council

Council shall not direct or request the appointment or removal of any City employee whom the City Manager or his subordinates are empowered to appoint. The members shall deal with the administrative service solely through the Manager, and shall not give orders to any subordinate of the Manager (*Charter 4.4 (c) and 4.4 (d)*).

II. REGULAR AND SPECIAL MEETINGS

All meetings of the Ishpeming City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with the following rules:

A. Regular Meetings

1. A regular meeting shall be held at 7:00 p.m. once each month on the first Wednesday following the first Monday, and shall not exceed 10:00 pm. (*January 6, 1993 minutes and Ordinance 11-200*). An organizational meeting following an election shall be the first regular meeting in the month of December (*Charter 4.1 (b)*).
2. Regular meetings may only be rescheduled if the City Council, by motion, sets a different day by indicating the date being changed and establishing another date to take its place. Any change in the regular meeting date must be published in the official newspaper at least one week prior to the regularly scheduled meeting. (*Ordinance 11-200*)
3. The City Council shall hold its meetings at City Hall or at such other place as determined by the City Council. (*Ordinance 11-200*)
4. No office shall be created or abolished, no taxes or assessment imposed, any contract approved, franchise granted, any street, alley, or public grounds vacated, any real estate or interest therein acquired, sold, or disposed of, or private property taken for public use, unless a majority of those elected to the Council shall vote in favor of the same. (*Charter 14.8*)

5. At the first meeting of the year, the Council shall determine an official newspaper and depository for the City's use (*Charter 4.7 and 10.4*).

B. Special Meetings

1. Special meetings shall be called by the City Clerk on the written request of the Mayor, the City Manager, or any two council members on at least eighteen hours written notice to each councilmember sent electronically, served personally, or left at their usual place of residence; but a special meeting may be held on shorter notice if all councilmembers are present or have waived notice in writing (*Charter 4.2*).
2. No business shall be transacted at any special meeting of the City Council unless the same has been stated in the notice of such meeting.
3. No vote of the Council shall be rescinded or reconsidered at a special meeting, unless there is present at least as many members as were present when the vote was taken (*Charter 4.4 (b)*).

C. Posting Requirements for Regular and Special Meetings

1. No later than the first week of January each year the City Council shall provide public notice stating the dates, times, and places of its regular meetings.
2. For a rescheduled regular or special meeting of the Council, a public notice stating the date, time, and place of the meeting shall be posted at the City Hall at least eighteen hours before the meeting, and sent to the news media which have requested such notification. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety, of welfare of the public (*Open Meetings Act 15.265 (5)*).
3. The City Manager and Mayor will determine if a meeting needs to be cancelled due to inclement weather or for other reasons. Notification will be sent to the same list that receives the agendas, which includes requesting the media to announce the cancellation, posting of notice at City Hall, library, and the senior center. Notices are required to be posted on City Hall door.

D. Minutes of Regular and Special Meetings

1. The Clerk/Clerk of the Council shall attend all meetings of the Council and shall keep a permanent record of its proceedings and resolutions in accordance with the Charter and Open Meetings Act. In the absence of the Clerk, the Council may appoint one of its own members or another person to temporarily perform the Clerk's duties (*Charter 5.6 (a)*).
2. The Clerk/Clerk of the Council shall prepare the Official Proceedings of each Council meeting which shall be the minutes required by the Open Meetings Act. Proposed minutes shall be available for public inspection not more than eight business days after the meeting to which the

minutes refer. Approved minutes shall be available for public inspection no later than five business days after the meeting at which the minutes are approved by the public body (*Open Meeting Act 15.269 (3)*).

3. Minutes will be available on the City's website, as well as posted in City Hall and a copy will be kept in the City Manager's office.
4. A copy of the minutes of each regular or special Council meeting shall be available for public inspection at the City Manager's office during regular business hours.

E. Work Sessions

1. Upon the call of the Mayor or the Manager, and with appropriate notice to the Council members and the public, the Council may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Council member enter into a formal commitment with another member regarding a vote to be taken subsequently.

F. Council Reports

1. Council reports shall have a six minute time limit per councilmember. The City Attorney shall be keeper of the six minute rule and if a councilmember does not use the time allotment, it may be transferred to another councilmember (*Motion from Council meeting 11/13/1991*).

III. CONDUCT OF MEETINGS

A. Meetings to be Public

1. All regular and special meetings of the Council shall be open to the public, and all persons shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act (*Open Meeting Act 15.268*).
2. All official meetings of the Council and its committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings (*Open Meetings Act 15.263*).

B. Agenda Preparation

1. An agenda for each regular Council meeting shall be prepared by the City Manager in consultation with the Mayor for the following order of business:
 - a. Call to Order

- ~~b. Pledge of Allegiance~~
- c. Roll Call
- d. Public Comment: may not exceed (5) five minutes per person. A person may reserve time to speak on agenda items which may result in the item being moved up on the agenda, at the Mayor's discretion.
- e. Approval of Agenda
- f. Agenda Comment: may not exceed (3) three minutes per person.
- g. Consent Agenda
- h. Financial Reports
- i. New Business: intended to introduce a new topic and should be the time when councilmembers ask questions or seek other clarifications. If further information is required, the item can be moved to "Old Business" for an upcoming meeting, by a majority vote of the Council.
- j. Old Business: intended for items that were on a previous meeting agenda and further information was required before taking action.
- k. Public Comment, 3 minutes each (August 5, 2020 Regular Meeting)
- l. Mayor and Council Reports
- m. Manager's Report
- ~~n. Attorney's Report~~
- o. Adjournment

2. Any councilmember shall have the right to add items to the regular agenda, provided support from one additional councilmember is obtained. Any councilmember shall have the right to remove items from the regular agenda by a majority vote of the Council.

C. Consent Agenda

A consent agenda may be used to act on numerous administrative or non-controversial items at one time. Included on this agenda can be non-controversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, bid awards, contract approvals, lease agreements, recurring business, etc. Upon request by any one member of Council, an item shall be removed from the consent agenda and placed on the regular agenda for discussion. (Policy #603)

D. Agenda Distribution

City administration shall endeavor to distribute agenda packets to the City Council prior to a regular Council meeting, but in no case shall distribution occur later than ~~Thursday~~ Friday prior to a regular scheduled meeting. The deadline for

items to be considered for the agenda is the close of business on Monday prior to the distribution of the packet. (*October 8, 2014 minutes*). Agendas will be posted on the website and at City Hall, and will be e-mailed to media groups. Packet materials will be posted on the website as well.

E. Quorum

Three members of the Council shall constitute a quorum for the transaction of business at all Council meetings (*Charter 4.3 (a.)*).

F. Attendance at Council Meetings

1. Election to the City of Ishpeming City Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represents the residents of the City of Ishpeming. Attendance at Council meetings is crucial to fulfilling this responsibility.
2. The Council may, by a majority vote of those present, either request or compel the attendance of its members and other officers of the City at its meetings and enforce orderly conduct therein (*Charter 4.3 (b.)*).

G. Presiding Mayor

1. The Mayor shall be responsible for enforcing these Rules of Procedure and for enforcing orderly conduct at meetings. The Mayor shall be head of the City government for all ceremonial purposes and for purposes of military law, but shall have no regular administrative duties (*Charter 3.4 (c)*).
2. The Mayor and Mayor Pro Tempore may speak and vote at meetings the same as any other member of the Council, but shall not have the power to veto (*Charter 3.4 (e)*).
3. Those councilmembers whose terms do not expire immediately following the election shall be candidates to become the Mayor. The individual receiving the most votes becomes Mayor for a term not exceeding two years, while the candidate receiving the next highest number of votes becomes Mayor Pro Tempore. In the absence or disability of both the Mayor and Mayor Pro-Tem, the Council may designate another of its members to serve as Acting Mayor during such absence or disability (*Charter 3.4 (a)*).

H. Disorderly Conduct

- ~~1. The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings such as walking about or whispering, failing to be germane, speaking longer than the allotted time or speaking vulgarities.~~
- ~~2. If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to be disorderly and disrupt the~~

~~meeting, the Mayor may order the sergeant-at-arms to remove the person from the meeting.~~

~~3. Any police officer designated by the Mayor or Manager shall serve as the sergeant-at-arms of the Council in the enforcement of the provision of this section.~~

IV. CLOSED MEETINGS

A. Purpose

Closed meetings, which must be approved by vote at an open meeting, may be held only for the reasons authorized in the Open Meetings Act (*Open Meetings Act 15.265*).

B. Minutes of Closed Meetings

A separate set of minutes shall be taken by the Clerk/Clerk of the Council or the designated secretary of the Council at the Closed Session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved (*Open Meetings Act 15.267 (2)*).

V. DISCUSSION AND VOTING

A. Rules of Parliamentary Procedure

1. The rules of parliamentary practice as contained in the latest edition of *Robert's Rules of Order* shall govern the Council in all cases to which they are applicable, provided that they are not in conflict with these Rules, City ordinances, the City Charter, or applicable state statutes. (*Charter 4.6*).
2. A vote upon all ordinances and resolutions shall be taken by "yea" and "nay" vote and entered upon the records, except that where the vote is unanimous it shall be necessary to so state (*Charter 4.3 (d)*).
3. The Mayor shall preserve order and decorum and may speak to points of order in preference to other Council members. The Mayor shall decide all questions arising under this authority.

B. Conduct of Discussion

1. Members shall be encouraged to contact staff prior to scheduled meetings to request background information on agenda items that would not be readily available at the meeting, such that staff would have sufficient time to search and obtain information on the request.
2. During discussion and debate, no person shall speak until recognized for that purpose by the Mayor. After such recognition, the member shall

confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the Mayor, maintain a courteous tone and avoid interjecting a personal note into debate.

3. No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had the opportunity to do so.

C. Ordinances and Resolutions

1. No ordinance, except an appropriation ordinance adopting or embodying an administrative governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.
2. Except in the case of ordinances declared to be emergency ordinances, no ordinance shall be passed by the Council at the same meeting at which it was introduced (*Charter 4.9 (c)*).
3. A vote on all ordinances and resolutions shall be taken by roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or Council rules.
4. A complete copy of the ordinance or amendment shall be available for public inspection at least three days before the meeting at which it is finally enacted. All ordinances shall be published within ten days after passage and shall become effective upon publication; emergency ordinances shall become effective upon posting (*Charter 4.9 (f)*).

D. Roll Call

In all roll call votes, the names of the members of the Council shall be called in rotating order as determined by the Clerk/Clerk of the Council.

E. Duty to Vote

Election to a deliberative body carries with it the obligation to vote. Council members present at the Council meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law or by Charter.

1. Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on the Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney. No member of the Council shall vote on any question in which that member has any personal or financial interest other than the common public interest. Every public official shall make full and timely disclosure of any personal or financial interest which he has in any matter of public interest to be transacted before him (*Charter 4.3 (c)*).

2. On all other questions each member who is present shall vote when their name is called unless excused by the unanimous consent of the remaining members present.
3. All votes must be held and determined in public; no secret ballots are permitted.
4. Prior to calling for a vote, the Mayor should state the question being voted upon.

VI. PUBLIC PARTICIPATION

A. General and Length of Presentation

1. Each regular and special Council meeting agenda shall provide time for public comment. Every citizen shall receive a fair and impartial hearing on any matter coming before the City Council.
2. Any person who addresses the Council during the time set for first general public comment, during a regular meeting, shall be limited to (5) five minutes in length and for the second public comment, during a regular meeting, shall be limited to (3) minutes in length. By majority vote, Council may extend the time allotted for general public comment.
3. There shall be one public comment section provided for on the agenda during a special meeting. Comment shall be restricted to items on the agenda, with a (3) three minute time limit per person.
4. During public comment a member of the public may request permission to speak at the time an agenda item comes before the Council. In addition, if requested by a member of the Council, the Mayor shall have discretion to allow a member of the public to speak at times other than during the time reserved for public comment. There shall be a (3) three minute time limit per person.
5. When the agenda provides for a public hearing to be conducted during a meeting of the City Council, each person addressing the Council shall be limited to (3) three minutes per meeting.

B. Addressing the Council

1. When addressing the Council, unless waived by the Mayor, a person shall state his or her name, physical home address, including municipality.
2. The speaker shall address all remarks to the Council as a body in a courteous tone.
3. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.
4. No person, after being recognized and given the floor, shall direct their comment to the viewing public or audience in attendance at the meeting. If this occurs, the Mayor may request person to leave the podium.
5. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussions.

6. Any person who does not use the entire time allotted for public comment shall not be permitted to relinquish the time remaining to another person.

C. Rules of Decorum

Meetings of the City Council of Ishpeming shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Council is retained at all times.

While any meeting of the Council is in session, the following rules of decorum shall be observed:

1. Members of the audience. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; whistling, whispering, clapping, or stamping of feet; or other acts which disturb, disrupt, or otherwise impede the orderly conduct of the Council meeting.
2. Persons Addressing the Council. Each person who addresses the Council at its meetings shall not utter loud, threatening, personal, or abusive language, or engage in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Council meeting.
3. Enforcement. The rules of decorum set forth shall be enforced by the law enforcement officer designated with the responsibility for maintaining order at the Council meeting:
 - a. Warning. The Mayor or Council designate shall request that a person who is breaching Paragraph 1 or 2 above be orderly and comply with the rules as outlined therein.
 - b. Requested to Leave. Any person making derogatory, slanderous, or insolent remarks, or who become boisterous or disorderly while addressing the Council, may be requested, by the Mayor, to leave the podium.
 - c. Escorted. Any person who continues to act in a boisterous or disorderly manner or who refuses to be seated at the request of the Mayor may be excluded from the remainder of the meeting for a breach of the peace and may be escorted from the meeting by the Chief of Police or by his or her representative (*Open Meetings Act 15.263 (6)*).

VII. MISCELLANEOUS

A. Adoption and Amendment of Rules of Procedure

1. These Rules of Procedure of the Council will usually be placed on the agenda at the first meeting of the Council following the seating of the

newly-elected Council members for review and adoption. A copy of the Rules adopted shall be distributed to each Council member.

2. The Council may alter or amend its rules at any time, when not in conflict with the City Charter, by a vote of a majority of its members after notice has been given of the proposed alteration or amendment.

B. Bid Awards

Bids will be awarded by the Council during regular or special meetings. A bid award may be made at a special meeting of the Council if that action is announced in the notice of the special meeting.

C. Committees

1. Standing and Special Committees of the Council

- a. There shall be no standing committees of the Council.
- b. The Council may create a subcommittee of up to two members to examine a specific subject for a period of time.

2. Ad Hoc Committee

Ad Hoc committees may be formed for a specific purpose and for a specific period of time as approved by the City Council. A broad diversity of experts and/or interests may be represented on an Ad Hoc committee.

Adopted: April 4, 2018