

**ISHPEMING CITY COUNCIL SPECIAL MEETING**  
**Wednesday, March 24, 2021 at 6:00 p.m.**  
**Ishpeming City Hall Council Chambers**  
**100 E. Division Street, Ishpeming**  
**City Hall Telephone Number: 906-485-1091**

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Meeting Called to Order

Roll Call

Agenda Comment

AGENDA ITEMS

1. Interlocal Agreement between City of Ishpeming and City of Negaunee for Floating Docks on Teal Lake For the Michigan Natural Resources Trust Fund and Recreation Passport Grants
2. Approval of HydroCorp Cross Connection Control Plan
3. Special Event Application: Chamber of Commerce: April 2021
4. Proposed Welcome Sign for the Disc Golf Course at Al Quaal
5. 2020-2021 Michigan Municipal Executives (MME) Fellowship Program
6. 2022 Capital Investment Strategy

  
Craig H. Cugini  
City Manager

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**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ISHPERING AND THE CITY OF NEGAUNEE**

This INTERLOCAL AGREEMENT is entered into by and between the City of Ishpeming, Michigan, a Michigan Municipal Corporation and the City of Negaunee, Michigan, a Michigan Municipal Corporation.

**Recitals**

A. Whereas, the City of Ishpeming and the City of Negaunee desire to enter into an agreement for the purpose of undertaking a dock project on Teal Lake (the "Teal Lake Docks Project"), a public body of water located in the City of Negaunee, Michigan and bordering on the City of Ishpeming, Michigan, and

B. Whereas, the Teal Lake Docks Project contemplates two (2) docks constructed to Universal Design Criteria be installed on Teal Lake, one on the West End on property owned and controlled by the City of Ishpeming and one on the East End on property owned and controlled by the City of Negaunee, and

C. Whereas, the City of Ishpeming deems it to be in the best interests of its citizens to leverage and support the City of Negaunee with funding, construction, maintenance and operations for this Teal Lake Docks Project, and

D. Whereas, the City of Negaunee deems it to be in the best interests of its citizens to leverage and support the City of Ishpeming with funding, construction, maintenance and operations for this Teal Lake Docks Project, and

E. Whereas, the Ishpeming Rotary Club has committed to raising the remainder of the necessary matching funds for the grant, and

F. Whereas, both municipalities have passed resolutions documenting support for the Teal Lake Docks Project, copies of which are attached hereto as Exhibits A and B, and

G. Whereas, each aforementioned municipality is authorized by Michigan law to exercise jointly with each other any power, privilege or authority which said municipalities share in common and which each might otherwise exercise separately (See MCL 124.1 *et seq.* and MCL 124.501 *et seq.*),

**Agreement**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The City of Ishpeming shall apply for a grant through the Michigan Natural Resources Trust Fund to fund the Teal Lake Docks project.
2. Upon successful application for the grant, the City of Negaunee commits to the contribution of Five Thousand dollars (\$5,000.00) to the City of Ishpeming toward the Teal Lake Docks Project.
3. Upon the successful application for a grant, the City of Negaunee commits to the execution of an Easement sufficient to allow the City of Ishpeming to place and install the East End dock upon the shoreline in the City of Negaunee. See Exhibit C, Easement.
4. The City of Ishpeming will contribute Five Thousand dollars (\$5,000.00) toward the Project and will act as the Fiduciary for the Ishpeming Rotary Club funds.
5. This Agreement is based upon and requires that the Ishpeming Rotary Club contribute any required grant matching funds beyond the Ten Thousand dollars (\$10,000.00) supplied by the Cities as described above. In the event that the Ishpeming Rotary Club does not contribute the necessary funds for the grant, this Agreement is null and void.
5. The City of Ishpeming will monitor the initial installation, and will seasonally remove, maintain and re-install the dock located on the West End of Teal Lake throughout its useful lifespan.
6. The City of Negaunee will provide additional in-kind services for the initial installation, and shall also seasonally remove, maintain and re-install the dock located on the East End of Teal Lake throughout its useful lifespan.
7. The City of Ishpeming shall have no obligation to accept any grant, nor any obligation to supply any funds, labor or in-kind services beyond those specified in this Agreement.
8. The City of Negaunee hereby agrees to defend, indemnify and hold harmless the City of Ishpeming from any claim, demand, suit, loss, cost or expense or any damage which may be asserted, claimed or recovered against or from the City of Ishpeming by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost or expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.
9. It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional Insured on the City of Negaunee's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

10. It is further understood and agreed that the City of Negaunee's liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million dollars (\$1,000,000.00) per occurrence, One Million dollars (\$1,000,000.00) aggregate bodily injury and One Million dollars (\$1,000,000.00) aggregate property damage or One Million dollars (\$1,000,000.00) Combined Single Limit.

11. It is further agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, prior to the date by which the City of Ishpeming must accept and agree to receive the grant. In the event that said Certificate is not provided by the deadline, this Agreement is null and void.

12. Nothing in this Interlocal Agreement should be construed as divesting either municipality of its inherent health, safety and welfare powers nor of the jurisdiction granted to either by Michigan law or their respective city Charters and Ordinances.

For the City of Ishpeming:

\_\_\_\_\_   
Date

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For the City of Negaunee:

\_\_\_\_\_   
Date

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Recitals**

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B. Whereas, the Teal Lake Docks Project contemplates two (2) docks constructed to Universal Design Criteria be installed on Teal Lake, one on the West End on property owned and controlled by the City of Ishpeming and one on the East End on property owned and controlled by the City of Negaunee, and

C. Whereas, the City of Ishpeming deems it to be in the best interests of its citizens to leverage and support the City of Negaunee with funding, construction, maintenance and operations for this Teal Lake Docks Project, and

D. Whereas, the City of Negaunee deems it to be in the best interests of its citizens to leverage and support the City of Ishpeming with funding, construction, maintenance and operations for this Teal Lake Docks Project, and

E. Whereas, the Ishpeming Rotary Club has committed to raising the remainder of the necessary matching funds for the grant, and

F. Whereas, both municipalities have passed resolutions documenting support for the Teal Lake Docks Project, copies of which are attached hereto as Exhibits A and B, and

G. Whereas, each aforementioned municipality is authorized by Michigan law to exercise jointly with each other any power, privilege or authority which said municipalities share in common and which each might otherwise exercise separately (See MCL 124.1 *et seq.* and MCL 124.501 *et seq.*),

**Agreement**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The City of Ishpeming shall apply for a Passport grant to fund the Teal Lake Docks project.
2. Upon successful application for the grant, the City of Negaunee commits to the contribution of Five Thousand dollars (\$5,000.00) to the City of Ishpeming toward the Teal Lake Docks Project.
3. Upon the successful application for a grant, the City of Negaunee commits to the execution of an Easement sufficient to allow the City of Ishpeming to place and install the East End dock upon the shoreline in the City of Negaunee. See Exhibit C, Easement.
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7. The City of Ishpeming shall have no obligation to accept any grant, nor any obligation to supply any funds, labor or in-kind services beyond those specified in this Agreement.
8. The City of Negaunee hereby agrees to defend, indemnify and hold harmless the City of Ishpeming from any claim, demand, suit, loss, cost or expense or any damage which may be asserted, claimed or recovered against or from the City of Ishpeming by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost or expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.
9. It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional Insured on the City of Negaunee's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

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12. Nothing in this Interlocal Agreement should be construed as divesting either municipality of its inherent health, safety and welfare powers nor of the jurisdiction granted to either by Michigan law or their respective city Charters and Ordinances.

For the City of Ishpeming:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For the City of Negaunee:

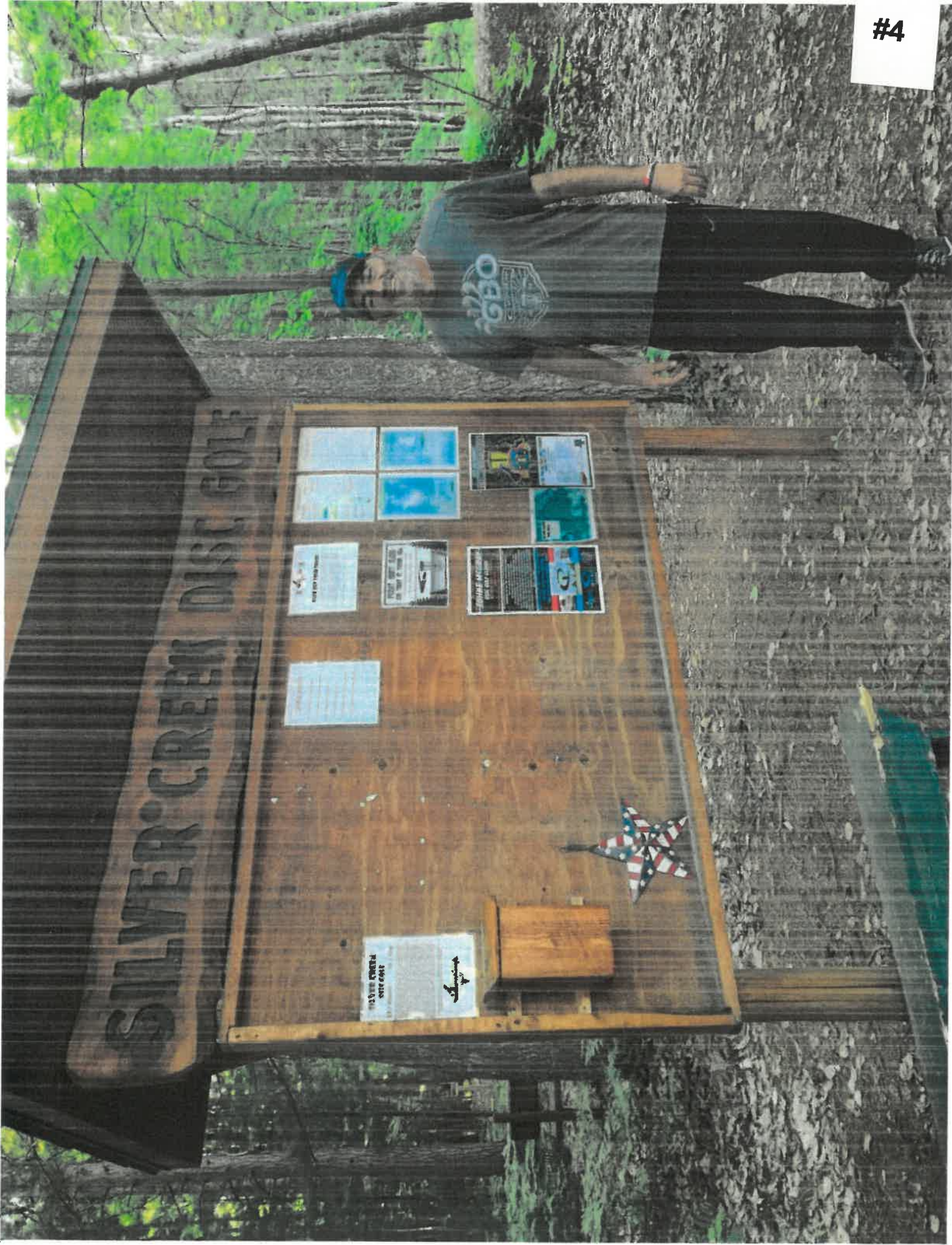
\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_





# SILVER CREEK DISC GOLF

NOTICE: THE COURSE IS CLOSED FOR MAINTENANCE FROM 10:00 AM TO 12:00 PM ON MONDAY, JUNE 15, 2021.

PLEASE BE RESPONSIBLE AND CLEAN UP AFTER YOURSELF. NO LITTERING.

WE WELCOME ALL DISC GOLFERS TO PLAY ON OUR COURSE. PLEASE RESPECT THE COURSE AND OTHER PLAYERS.

FOR MORE INFORMATION, VISIT OUR WEBSITE AT [WWW.SILVERCREEKDISCGOLF.COM](http://www.silvercreekdiscgolf.com)

DISC GOLF IS A GREAT SPORT FOR ALL AGES AND ABILITIES. PLEASE ENJOY YOURSELF AND HAVE FUN!

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## City Manager

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**From:** Carter Wilson <carwilso@nmu.edu>  
**Sent:** Tuesday, March 16, 2021 12:42 PM  
**To:** City Manager; Brian Cherry; jbreyer@dextermi.gov; Fritz Erickson  
**Subject:** MME Fellowship MOU with NMU  
**Attachments:** 2020-21 MME Fellowship Memorandum of Understanding - Final.pdf

Craig Cugini,

Northern Michigan University agrees to sign off on the Memorandum of Understanding for the Michigan Municipal Executives (MME) and partner universities. Attached is a copy from NMU's Vice President of Finance, R. Gavin Leach. I believe the original document was edited to satisfy university attorneys.

I would like to make an announcement to our Master of Public Administration students, but I need some clarification and additional information. The Student Fellowship program application has a student deadline of April 15. (Which I believe is from Justine Breyer). The MOU has a student deadline of June 15. (Which I believe is from Craig Cugini, Ishpeming City Manager). I assume that this fellowship will provide an opportunity for one of our MPA students to work with the City Manager of Ishpeming, Mi. I need further instructions to share with our MPA students.

Carter Wilson

cc: Brian Cherry, Justin Breyer & Fritz Erickson

## City Manager

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**From:** Justin Breyer <jbreyer@dextermi.gov>  
**Sent:** Tuesday, March 16, 2021 1:09 PM  
**To:** Carter Wilson  
**Cc:** City Manager; Brian Cherry; Fritz Erickson  
**Subject:** Re: MME Fellowship MOU with NMU  
**Attachments:** NMU 2021-22 MME Fellowship Memorandum of Understanding.pdf; Student Fellowship Program Application Form.pdf

Good afternoon Carter,

It appears that the Fellowship MOU that you received was from last year. Attached is an updated version for the 2021 - 2022 program year. The only change that I noted that appears to have been made by NMU representatives in the version that you sent was the addition of a #7. In the attached version, you will note that "NextGen Committee" has been updated to "Early Career Outreach Committee." This is a change within the MME organizational structure that took place over this last year. I went ahead and added that language to the attached version. The correct application deadline for this year is April 15, 2021. Also included in the attached document is an FAQ about the program.

I am also attaching a copy of the Student Application Form, and I will also be sending a follow-up e-mail containing other information about the MME that can be shared with your students.

Please let me know if you have any questions.

Thank you,

Justin Breyer, MPA, MiPMC  
Interim City Manager and City Clerk  
City of Dexter  
8123 Main St., 2nd Floor  
Dexter, MI 48130  
Office: (734) 426-8303  
Direct: (734) 580-2234

On Tue, Mar 16, 2021 at 12:42 PM Carter Wilson <[carwilso@nmu.edu](mailto:carwilso@nmu.edu)> wrote:

Craig Cugini,

Northern Michigan University agrees to sign off on the Memorandum of Understanding for the Michigan Municipal Executives (MME) and partner universities. Attached is a copy from NMU's Vice President of Finance, R. Gavin Leach. I believe the original document was edited to satisfy university attorneys.

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Carter Wilson

## City Manager

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**From:** Justin Breyer <jbreyer@dextermi.gov>  
**Sent:** Tuesday, March 16, 2021 1:12 PM  
**To:** Carter Wilson  
**Cc:** City Manager; Brian Cherry; Fritz Erickson  
**Subject:** Fwd: Michigan Municipal Executives' 2021-22 Fellowship Program  
**Attachments:** Internship-Contacts.pdf; 2021-MME-Membership-Application.pdf

Good afternoon,

Please see below for additional information about the Michigan Municipal Executives (MME):

### Michigan Municipal Executives' Fellowship Program

On behalf of the Michigan Municipal Executives (MME) and the MME Early Career Outreach Committee, I am excited to announce the opening of the 2021 - 2022 MME Fellowship Program application period.

On an annual basis, the MME offers up to two Fellowships with host communities to students of participating universities. The Fellowships are designed to help students gain working experience in local government administration by working directly with city managers and administrators. Only students from participating universities are eligible. A university may participate in the Fellowship Program by completing the attached Memorandum of Understanding and committing to a \$3,000 match, should one of their students be selected for the program.

The MOUs and Student Applications are due by April 15, 2021. Attached to this e-mail is additional information on the Fellowship Program, the 2021 - 2022 Memorandum of Understanding, and the Student Application Form.

### MME Internship Listing

I would also like to make students aware of the MME Internship Contact List, which contains a listing of the communities in Michigan which offer internships in local government management. A copy of this Listing is attached to this e-mail, and it is also available on the MME's website at: <http://www.mme.org/wp-content/uploads/2020/05/Internship-Contacts.pdf>.

### MME Organization Membership

Also attached is a Membership Application Form for the MME. Enrolled college students and/or current municipal interns are eligible for complimentary (free) membership to the MME. For additional information on MME Membership, please visit the MME website at: <http://www.mme.org/membership/>.

### MME Contact List

Lastly, if any staff or students are interested in staying up-to-date on the Michigan Municipal Executives, including receiving direct invitations to networking and professional development events, please complete the online form available on the MME website at: <http://www.mme.org/board-committees/early-career-outreach-committee/>.

Thank you,

Justin Breyer, MPA, MiPMC  
Interim City Manager and City Clerk  
City of Dexter  
8123 Main St., 2nd Floor  
Dexter, MI 48130

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## City Manager

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**From:** Zussman, Jacke (MDOT) <ZussmanJ@michigan.gov>  
**Sent:** Friday, February 26, 2021 12:01 PM  
**To:** Zuzga, Christine (MDOT); Belisle-Toler, Tyler (MDOT); Armstrong, Bryan (MDOT); Kraynak, Wendy (MDOT)  
**Subject:** TEDF Category B Program Now Accepting Applications

Dear Prospective Applicant:

The MDOT Office of Economic Development recently sent an email announcing the opening of the FY 2022 TEDF Category B grant program for cities and villages with a population of 10,000 or less (see the [List of Eligible Agencies](#)).

There are a few things we wanted to highlight that would assist in the preparation of a grant application. Category B is a highly competitive program, and we encourage interested agencies to review the information on the website at <http://www.Michigan.gov/TEDF>, including the application, instructions, FAQ sheet, and lists of previously awarded grants. Additionally, please note that the application deadline is **Tuesday, June 1, 2021**, not Friday as previously indicated. All applications and supporting documents must be sent to [MDOT-OED-CategoryB@michigan.gov](mailto:MDOT-OED-CategoryB@michigan.gov).

If you have questions regarding Category B program details, please contact Christine Zuzga, TEDF Manager, at [ZuzgaC@michigan.gov](mailto:ZuzgaC@michigan.gov), or call the Office of Economic Development at 517-335-1069. Thank you.

Wendy

Wendy Kraynak  
Executive Assistant  
to Administrator Michael Kapp  
Office of Economic Development, Executive Office  
Direct Line: (517) 335-1069/Mail Code: B441  
Email: [Kraynakw@michigan.gov](mailto:Kraynakw@michigan.gov)



**LET'S STAY SAFE TOGETHER**

425 W. Ottawa Street, P.O. Box 30050, Lansing, MI 48909



# CATEGORY F — Urban Areas in Rural Counties ELIGIBILITY CRITERIA

## Eligibility Requirements

Category F funding is available on a competitive basis through the Michigan Transportation Economic Development Fund (TEDF). These funds are available for road improvements in Federal Adjusted Census Urban Boundary areas of rural counties in order to provide system continuity with the secondary all-season road system. Statewide, \$2.5 million of state funding is available annually to fund these projects. Eligible applicants are county, city, and village road agencies within counties with a population of 400,000 or less. These projects will be evaluated according to how well they meet the criteria and will be scored according to the following factors: evidence of critical all-season system continuity, commercial traffic flow, road condition, and safety.

## Category Objectives

The objectives for Category F projects are to provide funding for transportation projects that:

- are coordinated with the secondary all-season system (TEDF Category D) or provide all-season routes within a city,
- improve all-season capabilities on routes having high commercial traffic, and
- improve access to the state trunkline system.

## Operating Guidelines

1. Projects should be coordinated with the secondary all-season system or provide all-season routes within a city.
2. Engineering, utility, and right-of-way acquisition costs are not eligible for funding under Category F.
3. A minimum local match of 20 percent is required. Overmatch is encouraged and will be considered when evaluating grant requests. Ineligible costs cannot be applied to the match calculation.

## Policy Guidelines

1. Proposed projects must be on the federal-aid system.
2. Grant awards are limited to a maximum of \$375,000.
3. Projects submitted for funding should be capable of being let or constructed within the fiscal year for which they are funded.
4. A grant award represents the maximum funds available for a project. Project costs that exceed the grant are the responsibility of the applicant.
5. Projects that are not selected for funding one year can be resubmitted the following year.
6. Multi-year phasing of Category F grants is not permitted.
7. If the project is part of a multiple grant proposal or is already programmed within another grant program, please identify in the project description field the project limits, funding sources, and time frame of the other grant components.
8. Preventative Maintenance (PM) activities are not eligible. Project scope can include Resurfacing (3R) or Reconstruction (4R).