

**AGENDA
CITY OF NEGAUNEE REGULAR MEETING
MARCH 9, 2023 @ 6:30 P.M.
NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)**

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. PUBLIC HEARING**
 - 6.1 2ND READING - #153 PROPERTY MAINTENANCE CODE AMENDMENT**
 - 6.2 #51.50 WELLS ORDINANCE**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - 8.1 1ST READING – ZONING ORDINANCE DEFINITIONS AMENDMENT – BED AND BREAKFAST/SHORT TERM RENTALS**
 - 8.2 WATER TOWER PAINTING**
 - 8.3 ¾ TON PICKUP TRUCK – REJECT BIDS**
 - 8.4 ONE TON DUMP TRUCK BID**
 - 8.5 2023 WENONAH STREET WATER PROJECT BIDS**
 - 8.6 T – LINE EASEMENT AGREEMENT WITH ATC, LLC – SUBSTATION PROJECT**
- 9. CONSENT AGENDA**
 - 9.1 MINUTES – FEBRUARY 9, 2023 REGULAR MINUTES**
 - 9.2 CLAIMS AND ACCOUNTS**
 - 9.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 9.4 WAGE CHANGE – PLANNING/ZONING ADMINISTRATOR**
 - 9.5 MDOT RESOLUTION – SMALL URBAN PROJECT**
 - 9.6 UP ENGINEERING CONTRACT – SMALL URBAN PROJECT**
- 10. PUBLIC COMMENT (3 min. limit)**
- 11. COUNCIL COMMITTEES
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY**
- 12. ADJOURNMENT**

601

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing **Agenda Items** **Consent Agenda**

To: The Honorable Mayor and City Council

Re: Public Hearing and 2nd Reading -#153 Property Maintenance Code

RECOMMENDATION:

This amendment proposes to remove the Diversionary Team from the Property Maintenance Code.

Hold a Public Hearing

Approve the 2nd Reading and Adopt the amendments to #153 Property Maintenance Code

First Reading:
Second Reading:
Publication:
Effective:

AMENDMENT TO PROPERTY MAINTENANCE CODE OF THE CITY OF NEGAUNEE

The City of Negaunee ORDAINS:

That Property Maintenance Code of the City of Negaunee shall be, and the same hereby is, amended to read as follows:

REPEALER

Section 153.08, 153.25, 153.26, 153.27, 153.28, 153.29, 153.30, and 153.35, as amended, of Chapter 153 Property Maintenance Code of the City of Negaunee, and any other ordinance, resolution, order or parts thereof in conflict with the provisions of these Amendments are, to the extent of such conflict, hereby repealed. The repeal date shall be the effective date of the following Amendments.

AMENDMENT

Section 153.08 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, amended to read as follows:

§153.08 COURT ORDERS, PENALTIES, AND FINES AND FEES.

Each violation of any provision of this code may be charged as separate violation of this code. Each violation shall be denominated as a separate count on the notice of violation or citation. Upon conviction in a court of law, the defendant shall be sentenced separately on each count.

Section 153.25 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Section 153.26 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Section 153.27 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Section 153.28 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Section 153.29 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Section 153.30 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, amended to read as follows:

§153.30 TIME TO CORRECT VIOLATIONS.

(A) Any Notice of Violation shall provide a specified time for achieving compliance in relation to the seriousness of the violation.

(B) If a Notice of Violation is issued, the following time limits shall be used:

(1) Not more than twenty-four (24) hours for an emergency.

(2) Not more than ten (10) days for correcting hazardous conditions.

(3) Not more than one hundred twenty (120) days for all other violations, except as stated otherwise below.

(C) The Code Official or other designee of the City Manager may approve an extension of time to correct a violation provided in a written notice when there are documented extenuating circumstances beyond the control of the responsible person and/or where the responsible person has made a substantial documented effort to correct violations.

Section 153.35 of the Property Maintenance Code of the City of Negaunee shall be, and hereby is, removed.

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

Whereupon, this Ordinance was declared passed and adopted this _____ day of _____, 2019.

This Amendment shall be published as required by law, and shall be effective on the _____ day of _____, 2022.

CITY OF NEGAUNEE

Attest:

By: Dana LaLonde, Its Mayor

By: Judy Iwanski, Its Clerk

6.2

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Public Hearing and 2nd Reading - #51.50 Wells

RECOMMENDATION:

This establishes an ordinance for wells.

Hold a Public Hearing

Approve the 2nd Reading and Adopt #51.50 Wells Ordinance.

First Reading:
Second Reading:
Publication:
Effective:

AMENDMENT TO WATER ORDINANCE OF THE CITY OF NEGAUNEE

The City of Negaunee ORDAINS:

That the Water Ordinance of the City of Negaunee shall be, and the same hereby is, amended to read as follows:

AMENDMENT

51.50 Wells

51.51 All new wells, if approved by planning commission or zoning administrator must be constructed in accordance with State & Health Department requirements.

51.52 Any property owner that currently has a well, must notify the City by Dec 31, 2023.

51.53 All existing wells with permit, must provide the city with the proper approved permit documentation by Dec 31, 2023.

51.54 All existing wells without permit must have verification that it has been properly constructed, which means have it inspected and approved by local Health Department by Dec 31, 2023.

51.55 If a well is deemed improperly constructed, it must be capped and abandoned in accordance with State & Health Department guidelines.

51.56 Well Construction.

- a. Well drilling, construction and installation shall only be performed by State of Michigan Registered Well Drillers.
- b. Well construction shall be completed in accordance with Part 127 of Act 368 of the Public Acts of 1978, as amended, and the rules and regulations issued thereunder.
- c. Well construction shall include fully grouting the entire length of the well casing in accordance with Part 127 of Act 368 of the Public Acts of 1978, as amended, and the rules and regulations issued thereunder.

51.57 No well, spring, or other water supply shall be permitted for residential, commercial or industrial usage when property is adjacent to public water system.

a. Exclusion are available for vegetative growth water usage as approved by the Planning and Zoning Administrator or Planning Commission, however the well must comply with all health department regulations

51.58 Failure to comply with the above section in regards to will be fined \$100 per well/month

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

Whereupon, this Ordinance was declared passed and adopted this _____ day of _____, 2023.

This Amendment shall be published as required by law, and shall be effective on the _____ day of _____, 2023.

CITY OF NEGAUNEE

Attest:

By: David Kangas, Its Mayor

By: Judy Iwanski, Its Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

8.1

- Public Hearing Agenda Items Consent Agenda

To: Ordinance Amendment Zoning Ordinance Definitions – 1st Reading

BACKGROUND:

In order to preserve the housing stock in the residential zones in the City of Negaunee the Planning commission recommends the adoption of the proposed zoning ordinance definitions amendments. These changes if adopted will allow for only Owner Occupied Bed and Breakfast / Short Term Rentals in all Residential zones (R-1, R-2, RR). The Planning commission believes if the City continually promotes destination and recreational tourism that the housing stock could be depleted by business interests purchasing homes for the sole purpose of Short Term renting. These proposed definitions will not affect any Short Term rentals in the business zones.

RECOMMENATION:

Approve the 1st reading of the ordinance and set a public hearing and 2nd reading for the April 13th Regular Meeting.

First Reading:

Second Reading:

Publication:

Effective:

AMENDMENT TO ZONING ORDINANCE OF THE CITY OF NEGAUNEE

The City of Negaunee ORDAINS:

That the Zoning Ordinance Chapter 156 Definitions of the City of Negaunee shall be, and the same hereby is, amended to read as follows:

AMENDMENT

156.002 Definitions

Owner-occupied residential property. Shall mean real property located in the City of Negaunee having thereon a dwelling occupied, or to be occupied as a qualifying taxable homestead property. This definition shall be limited to the principal residence of a person, and not an investment property or second home.

Bed And Breakfast Establishment. A single-family residence where no more than five guest rooms are made available for the temporary accommodation of the traveling or vacationing public. Such an establishment may offer meals only to those persons temporarily residing at the establishment. In Residential zones (R-1, R-2, RR) the property must be owner-occupied.

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

Whereupon, this Ordinance was declared passed and adopted this _____ day of _____, 2023.

This Amendment shall be published as required by law, and shall be effective on the _____ day of _____, 2023.

CITY OF NEGAUNEE Attest:

By: David Kangas, Its Mayor By: Judy Iwanski, Its Clerk

8.2

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Water Tank Project

BACKGROUND:

The City of Negaunee had Dixon Engineering perform a maintenance inspection on the Water Tank. Dixon Engineering provided the following safety upgrades and exterior coating to be completed on the Water Tank. The work and estimated cost is below:

Work Description	Estimated Cost
Exterior overcoat	\$120,000
Cathodic protection system	\$25,000
Balcony swing gate	\$3,000
Roof handrail and painter's railing	\$20,000
Overflow pipe extension	\$20,000
30 inch riser manway	\$10,000
30 inch wet interior roof hatch	\$4,000
Pressure vacuum roof vent	\$6,000
Roof platform	\$15,000
Wet interior ladder – roof to bowl	\$10,000
Wet interior ladder – transition cone	\$4,000
Riser grate	\$4,000
<i>Sub Total</i>	<i>\$241,000</i>
<i>Engineering and Contingencies</i>	<i>\$47,000</i>
TOTAL	\$288,000

RECOMMENDATION:

City Staff is requesting the Council choose the Water Tank Exterior overcoat color. Tank Colors options attached.

City staff is also requesting the Council give the approval for Dixon to advertise for bids. Contractor Bids will be presented at a future council meeting.

FISCAL EFFECTS:

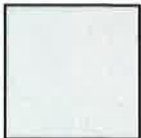
No fiscal effects until contractor bids are received. (\$300,000 is in 2023 budget for Water Tank)



PROJECT NAME:
COMPLETION DATE:

PROJECT LOCATION:
FABRICATOR:

COLORS SELECTED:



Albatross | 06WH



Black | 35GR

ADDITIONAL INFORMATION:

Tank3D is provided as a general, visual representation for water tank color schemes and is not intended to provide an exact, properly scaled design. Logo, lettering, and physical attributes of the water tank within the Tank3D program will vary from real-world water towers.

Tnemec Company Tank Colorization

© All Rights Reserved. These colors should not be used to finalize your color selection.

Please visit www.tnemec.com to request accurate color swatches or to contact your local representative.

6800 Corporate Drive • Kansas City, MO 64120 • 1-800-TNEMEC1



TNEMEC



PROJECT NAME:
COMPLETION DATE:

PROJECT LOCATION:
FABRICATOR:

COLORS SELECTED:



Comet | 30GR



Black | 35GR

ADDITIONAL INFORMATION:

Tank3D is provided as a general, visual representation for water tank color schemes and is not intended to provide an exact, properly scaled design. Logo, lettering, and physical attributes of the water tank within the Tank3D program will vary from real-world water towers.

Tnemec Company Tank Colorization

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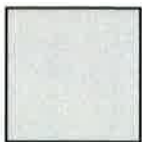




PROJECT NAME:
COMPLETION DATE:

PROJECT LOCATION:
FABRICATOR:

COLORS SELECTED:



Acropolis | 08WH



Black | 35GR

ADDITIONAL INFORMATION:

Tank3D is provided as a general, visual representation for water tank color schemes and is not intended to provide an exact, properly scaled design. Logo, lettering, and physical attributes of the water tank within the Tank3D program will vary from real-world water towers.

Tnemec Company Tank Colorization

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8.3

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: 3/4-Ton Pickup Truck

BACKGROUND:

City Staff received bids for a ¾ ton pick up truck. One bid was received.

Fox Marquette Chevrolet \$ 54,879.99

Since the bids were solicited a budget adjustment was made in the 2023 budget to remove the ¾ ton truck to make the budget adjustments for the 2023 union and non union wages.

RECOMMENDATION:

It is recommended for Public Works Department that the city reject all bids and reschedule the purchase for next year.

FISCAL EFFECTS:

This purchase is no longer budgeted.

ALTERNATIVE:

None recommended.

8.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March, 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: One-Ton Dump Truck

BACKGROUND:

The City of Negaunee DPW/Cemetery has a truck that needs replacing. The DPW went out for bids to obtain a new one-ton dump truck with plow. On February 22, 2023, the DPW received one bid from Fox Marquette Chevrolet. The bid is as follows:

Fox Marquette Chevrolet \$ 67,351.23

\$70,000 was budgeted for this equipment.

RECOMMENDATION:

It is recommended for Public Works Department that the city accept Fox Marquette Chevrolet's bid in the amount of \$ 67,351.23 for the purchase of a new one-ton dump truck with plow with monies being paid out of the Water, Sewer, Equipment, Electric and Cemetery Perpetual Care fund for \$14,000 each.

ALTERNATIVE:

None recommended.

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: 2023 Wenonah St Water Project

BACKGROUND:

The City of Negaunee has a 350-ft segment of watermain on Wenonah Street that needs replacement. The watermain is undersized and has a shallow depth of cover. This project would upgrade the watermain size and provide adequate depth of cover; therefore reducing the frequency of watermain breaks and maintenance. The DPW prepared the plans, specs, permitting and went out for bids to and on February 23, 2023 and received two bids. The bids are as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Addendum</u>	<u>Bid Bond</u>
Ultra Construction	\$270,485.00	Y	Y
Payne & Dolan	\$318,289.25	Y	Y

\$275,000 was budgeted for this project.

RECOMMENDATION:

It is recommended for Public Works Department that the city accept Ultra Construction's bid in the amount of \$ 270,485.00 for the Wenonah Street Water Project with the monies being paid out of the Water Street Capital Outlay.

ALTERNATIVE:

None recommended.

8.6

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

Public Hearing

Agenda Items

Consent Agenda

To: T-Line Easement Agreement

BACKGROUND:

The attached agreement allows for the American Transmission Company LLC, (ATC), to install and maintain transmission line and access easements on certain city owned properties that will aid in the construction of the Negaunee Irontown Sub Station and provide connection to said station.

RECOMMENATION:

Approve the attached agreement to allow for ATC to begin critical work needed to construct our substation.

GRANT OF SUBSTATION, TRANSMISSION LINE AND ACCESS EASEMENTS

This Grant of Substation, Transmission Line and Access Easements (including exhibits hereto, this “Agreement”) is made as of the ____ day of _____, 2023, by The City of Negaunee, a Municipal Corporation (“Grantor”), to American Transmission Company LLC, a Wisconsin limited liability company (“Grantee”).

RECITALS

A. Grantor is the owner of certain land located in the City of Negaunee, County of Marquette, State of Michigan (“Burdened Parcel”), more particularly described on the attached and incorporated Exhibit A.

B. Grantee desires to receive, and Grantor desires to grant, easements for placing, maintaining, modifying, operating, replacing and repairing transmission equipment over and across the Burdened Parcel as more specifically described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor, intending legally to be bound, agree as follows:

1. Substation Easement. Grantor grants and conveys to Grantee and its successors and assigns, the right, easement and authority to place, maintain, modify, operate, replace and repair electrical transmission facilities, including concrete foundations, cubicles and transformers, switches, fuses, capacitors, breakers and all other related equipment and facilities (“Substation Easement”), in, upon, under, over, across and along those portions of the Burdened Parcel (“Substation Easement Area”) as is depicted or described on the attached Exhibit B. “Transmission,” as used in the preceding sentence and elsewhere in this Agreement, shall mean and refer to equipment, lines and facilities used for the transmission of electricity at voltages greater than or equal to 50 kV.

This easement is exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f).

2. Transmission Line Easement. Grantor grants and conveys to Grantee and its successors and assigns, the right, easement and authority to place, maintain, modify, operate, replace and repair overhead and underground electrical transmission lines and related facilities, consisting of one or more circuits including, without limitation, towers, pole structures and poles, foundations, wires, cables, conduits, cooling oil, gas or other cooling mediums with pipes, ducts and pumps, counterpoise, anchors, manholes, transformers, pedestals, anchors, guy wires, brace poles and necessary fixtures, conductors and appurtenances attached thereto (the "Transmission Line Easement"), in, upon, under, over, across and along those portions of the Burdened Parcel on which such facilities are existing on the date hereof (the "Transmission Line Easement Area"), together with the right, at Grantee's expense, to cut down, trim or otherwise control the growth of all trees and bushes growing upon or over the Transmission Line Easement Area.

3. Access Easement. Grantor grants and conveys to Grantee and its successors and assigns, a right and easement of ingress and egress ("Access Easement") over, upon, under, and across existing and future driveways, roadways, paths, walkways or access roads over and across the Burdened Parcel ("Access Easement Area") from the Substation and Transmission Line Easement Areas to publicly dedicated roads, as necessary to access, place, maintain, operate, replace and repair electrical transmission facilities within the Substation Easement and/or Transmission Line Easement Areas.

4. Easement Areas. Attached to this Agreement as Exhibit B is a site plan or description of portions of the Burdened Parcel, including the Substation Easement Area, Transmission Line Easement Area and, subject to relocation as hereinafter provided, the various driveways, roadways, paths, walkways or access roads over and across the Burdened Parcel, together comprising the Access Easement Area. The Substation Easement, Transmission Line Easement and Access Easement are sometimes hereinafter collectively referred to as the "Easements" and the Substation Easement Area, Transmission Line Easement Area and Access Easement Area (as the Access Easement Area may be relocated from time to time) are sometimes hereinafter collectively referred to as the "Easement Areas."

5. Expansion. Grantee and its successors and assigns shall have the right, upon obtaining Grantor's advance written consent, which consent shall not be unreasonably withheld, to expand, enlarge and add to its facilities within the Substation Easement Area as such Easement Area is generally depicted or described on Exhibit B.

6. Reservation to Grantor. This Agreement is subject to Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto), including, without limitation, a limitation on the duration of Grantee's rights hereunder to the life of the transmission facilities and the life of all subsequent replacements of the transmission facilities and a reservation to Grantor to use the Easement Areas for electric and gas distribution facilities. Grantor reserves, for itself and its successors, grantees and assigns, the right to use the Burdened Parcel in any manner, including the construction, installation, operation, use, maintenance, relocation, replacement, rebuilding, renewing or removing of facilities, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easements granted to Grantee.

7. Relocation. Subject to the terms and provisions of this Agreement, Grantor may, from time to time, and upon reasonable prior written notice to Grantee, relocate the Access Easement Area or a portion or portions thereof; provided that Grantor shall, at Grantor's expense, prepare and record an amendment to this Agreement replacing Exhibit B (which amendment shall be duly executed by Grantor and Grantee or their respective successors or assigns) depicting the relocated Access Easement Area. During relocation Grantor shall provide reasonably equivalent alternative access during the action or construction period. After completion, such relocated Access Easement Area shall be of a quality and quantity substantially equivalent to that enjoyed by Grantee prior to Grantor's relocation of such Access Easement Area. At no time during any construction or other relocation shall Grantee's ingress and egress to the Substation and Transmission Line Easement Areas from publicly dedicated roads be materially diminished.

8. Maintenance. The respective maintenance and payment obligations of Grantor and Grantee, together with certain other of their rights and obligations are more specifically addressed in an interconnection agreement of even date between Grantor and Grantee.

9. Partial Release. Upon written request by Grantor at any time after the date hereof, Grantee agrees to release, without charge, portions of the Burdened Parcel as described and depicted on the attached Exhibits A and B as not required for continued operation, maintenance and replacement of Grantee's substation transmission equipment and transmission lines located within the Easement Areas including without limitation, Grantee's rights of ingress and egress to and from the Substation Easement Area and Transmission Line Easement Area from publicly dedicated roads. Such written request from Grantor shall be accompanied by a survey prepared and certified by a Wisconsin land surveyor or civil engineer, which survey includes a verifiable legal description as to the Easement Areas remaining subject to this Agreement and those portions of the Burdened Parcel as sought to be released therefrom. With respect to any request in compliance with the foregoing, Grantee shall join Grantor in amending this Agreement to release portions of the Burdened Parcel described and depicted on Exhibits A and B as unnecessary for Grantee's use and enjoyment of the Easements herein granted.

10. Successors and Assigns. The terms, conditions and easement rights contained herein shall be covenants running with the land. This Agreement shall be recorded against the Burdened Parcel and the terms and conditions contained herein shall bind, inure to the benefit of and be enforceable by Grantor and Grantee and their respective representatives, agents, employees, successors and assigns.

11. Notice. Whenever notice is required to be given pursuant to this Agreement, the same shall be given in the manner and to the person identified in the interconnection agreement described in Section 8, above.

12. Severability. If any term, provision, or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby; and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Wisconsin Law. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

14. Default. In the event that either party hereto (“Defaulting Party”) defaults in the performance of its duties or obligations hereunder, and if such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to such Defaulting Party by the other party hereto (“Notifying Party”) (or in the case of any dangerous or emergency situation, with contemporaneous notice), then the Notifying Party shall have the right to cure said default; and the Defaulting Party shall indemnify and hold the Notifying Party harmless from and against any cost, loss, liability or expense incurred in doing the same, together with interest at the rate of four percent (4%) over the rate of interest from time to time announced by U.S. Bank, N.A., as such bank’s prime or reference rate, and all other costs relating thereto, and the cost of collection of such reimbursement including, without limitation, reasonable attorneys’ fees and expenses. In the case of a default which cannot reasonably be cured within such thirty (30) day period, the Defaulting Party shall not be considered in default if it commences, within five (5) days of receipt of notice of the default, to cure and diligently pursues the cure to completion, provided that the Notifying Party is not further injured by such delay.

15. Attorneys’ Fees. Either party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover, as part of its costs, reasonable attorneys’ fees and expenses incurred in such action.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which, when taken together shall constitute one and the same instrument. Signature(s) of the parties to this Agreement may be executed and notarized on separate pages.

17. No Partnership. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint ventures or members of any joint enterprise.

18. Amendment. This Agreement may only be amended, modified, or terminated by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

19. Compliance with Laws. Grantee covenants and agrees to use the Easement Areas only in accordance with all applicable laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments.

20. Signage. Grantee shall not install any exterior signage within the Easement Area, except that Grantee may, upon receiving Grantor’s prior written consent (which shall not be unreasonably withheld), install exterior signage identifying Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

GRANTOR:
CITY OF NEGAUNEE,
a Municipal Corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____, as _____ of _____, a _____, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Name: _____
Notary Public, _____ County, State of Michigan
My Commission Expires: _____

[ADDITIONAL SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

GRANTEE:
AMERICAN TRANSMISSION COMPANY LLC,
a Wisconsin limited liability company

By: ATC Management Inc., its Manager

By: _____
Name: Sarah Justus
Title: Manager, Real Estate

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this ____ day of _____, 20____, the above-named Sarah Justus, as the Manager, Real Estate of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

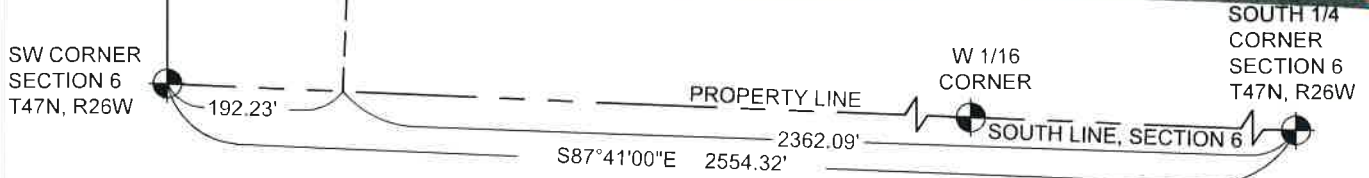
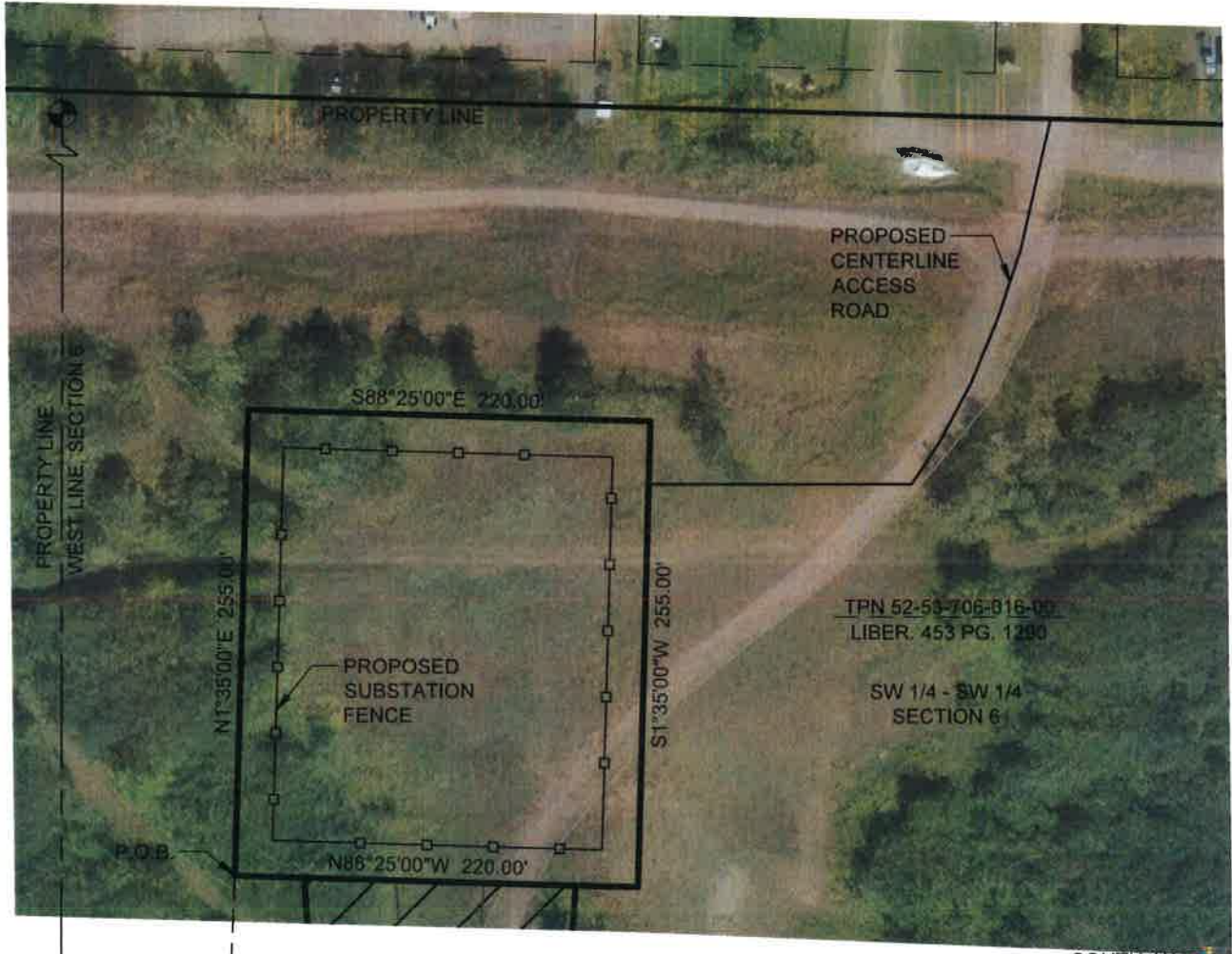
Notary Public, Wisconsin
My commission expires: _____

When Recorded Return to:
Chad Karwedsky
801 O'Keefe Rd De Pere, WI 54115

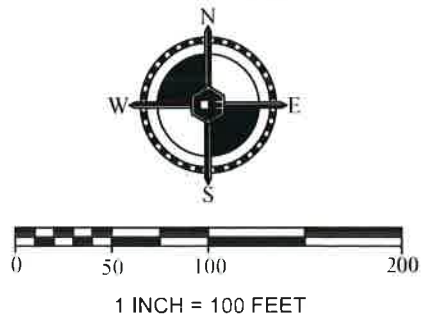
This Instrument Prepared by:
Chad Karwedsky
American Transmission Company

EASEMENT DESCRIPTION MAP (EXHIBIT "C")

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 6,
T47N, R26W, CITY OF NEGAUNEE, MARQUETTE COUNTY, MICHIGAN



MAP KEY	
	PLSS CORNER
	P.O.B.
	TPN
	RIGHT OF WAY LINE
	EXISTING ATC EASEMENT
	TRANSMISSION REFERENCE LINE
	TOTAL NEW EASEMENT AREA = 65,457 SQFT / 1.50 ACRES +/-



CITY OF NEGAUNEE, MARQUETTE COUNTY

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET

CEC JOB # 220603-B

COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com

ATC
AMERICAN TRANSMISSION COMPANY

EXHIBIT "A"	
Page 1 of 2	DATE: 2/23/2023
SKETCH SCALE: 1" = 100'	
NEGAUNEE T LINE	

9.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
MARCH 9, 2023**

Public Hearing Agenda Items Consent Agenda

To: Wage change Planning/Zoning Administrator

BACKGROUND:

Per Charter #6.5 – the compensation of officers and employees shall be fixed by the City Manager with the approval of the Council in accordance with the budget appropriations as follows:

Planning/Zoning Administrator 4.5% increase and make the proper budget adjustments.

**MINUTES
CITY OF NEGAUNEE REGULAR MEETING
FEBRUARY 9, 2023**

DRAFT
9/1

A Regular Meeting of the Negaunee City Council was held on Thursday February 9, 2023 at the Negaunee Senior Center.

Members Present: Mayor Kangas, Council Members Stagliano, Ilmonen, Smith, Howard

Members Absent: Council Members Karki and LaLonde

APPROVAL OF AGENDA

A motion was made by Council Member Smith, supported by Council Member Ilmonen and unanimously carried to approve the agenda as presented.

PUBLIC COMMENT

No one from the public wished to comment.

DPW UNION CONTRACT LANGUAGE AMENDMENT

New rates for water/sewer license were discussed between staff and the union. The new stipends shall not be compounding for the life of the contract expiring on December 31, 2026.

A motion was made by Council Member Ilmonen, supported by Council Member Howard and unanimously carried to adopt the amended contract language.

BUDGET ADJUSTMENT – WAGE INCREASES

The following are wage increases for 2023 for union and non-union employees.

Police: 10% Patrolman
 14% Sergeant

City Hall: 9%
DPW: 8%

Electricians 18%

Non-Union:

Police Chief 6%

DPW Director position change to DPW Director/City Engineer: 36.5%

A motion was made by Council Member Smith and supported by Council Member Stagliano to approve the wage increases and making the budget adjustments for 2023 by drawing the fund balances down in the following funds: General Fund: \$180,185, Electric Fund: \$97,925, Sewer Fund \$15,600, Water Fund \$23,425 and to also remove the budgeted pickup up truck from the Electric, Sewer, Water Funds for \$14,000 each.

The following roll call vote was taken:

Ayes: Council Members Stagliano, Ilmonen, Smith, Howard and Mayor Kangas

Nays: None

The motion passed on a 5-0 vote.

USDA DRAW #5 – PHASE I WATER PROJECT

A motion was made by Council Member Stagliano and supported by Council Member Smith to approve draw # 5 in the amount of \$35,670.37 to UPEA.

The following roll call vote was taken:

Ayes: Council Members Ilmonen, Smith, Howard, Stagliano, Mayor Kangas

Nays: None

The motion passed on a 5-0 vote.

BOND AUTHORIZING RESOLUTION – 2023 CAPITAL IMPROVEMENT BONDS – SUBSTATION

A motion was made by Council Member Smith and supported by Council Member Ilmonen to authorize the issuance of the bonds in a not to exceed amount of \$6,000,000 and authorize the City Manager to verbally accept the rate.

The following roll call vote was taken:

Ayes: Council Members Smith, Howard, Stagliano, Ilmonen, Mayor Kangas

Nays: None

The motion passed on a 5-0 vote.

1ST READING PMC ORDINANCE AMENDMENT

This amendment to Chapter #153 Property Maintenance Code would eliminate the Diversionary Team from the Ordinance.

A motion was made by Council Member Stagliano, supported by Council Member Smith and unanimously carried to approve the 1st reading and schedule a 2nd reading and public hearing for the March 9th regular meeting.

1ST READING WELL ORDINANCE CHAPTER 51

This would establish an ordinance regulating wells.

A motion was made by Council Member Ilmonen, supported by Council Member Stagliano and unanimously carried to adopt the 1st reading the set a 2nd reading and public hearing for the March regular meeting.

RFP – SURVEY AND ENVIRONMENTAL ASSESSMENT WORK

City Staff received two RFP's for survey and environmental work.

A motion was made by Council Member Smith, supported by Council Member Ilmonen and unanimously carried to approve the RFP from TriMedia in the amount of \$7160 paid out of the Planning and Zoning Contract Services.

BUFFALO ROAD SEWER PROJECT RE BID FOR 2023

Two bids were received:

Ultra Construction	\$685,483.92
FA Industrial	\$1,035,640

\$550,000 was budgeted for this project.

A motion was made by Council Member Smith, supported by Council Member Howard and unanimously carried to award the bid to Ultra Construction in the amount of \$685,483.952 with monies coming from the Sewer Fund with a draw down of the fund balance of \$135,483.92.

SCHOOL RESOURCE OFFICER AGREEMENT

This agreement was originally adopted in May of 2022. Since then, the school has applied for a grant and this amendment is more in line with what is needed for the grant with some wording changes.

A motion was made by Council Member Smith, supported by Council Member Stagliano and unanimously carried to adopt the amended agreement.

CONSENT AGENDA

A motion was made by Council Member Ilmonen, supported by Council Member Smith and unanimously carried to adopt the Consent Agenda as follows: January 12th regular minutes, claims and accounts in the amount of \$717,250.51 (checks #84882-85019), Revenue/Expenditure Estimated Trial Balances, Safe Routes to School grant application, poverty exemption guidelines and asset test, Iron Ore Heritage Trail Authority board appointment.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL MEMBERS

Council Member Stagliano commented on Heikki Lunta

Council Member Ilmonen commented on Heikki Lunta

Council Member Smith gave the DPW kudos for the snow removal.

Council Member Howard commented on Heikki Lunta, streets needing to be scraped now that it is getting warm.

Mayor Kangas commented on Heikki Lunta, social district and the MML magazine.

CITY MANAGER

City Manager Heffron commented on the streetscape, waterworks building and the roundabout, social district, Heikki Lunta, and the safe routes to school grant.

CLOSED SESSION

A motion was made by Council Member Smith and supported by Council Member Stagliano to go into closed session per sec 15.268 (E) pending litigation – Michelson litigation.

The following roll call vote was taken:

Ayes: Council Members Howard, Stagliano, Ilmonen, Smith and Mayor Kangas

Nays: None

The motion passed on a 5-0 vote.

A motion was made by Council Member Ilmonen, supported by Council Member Smith and unanimously carried to go back into open session.

ADJOURNMENT

There being no further business a motion was made by Council Member Smith, supported by Council Member Stagliano and unanimously carried to adjourn the meeting at 7:31 p.m.

Ann Duoli
City Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

95

- Public Hearing Agenda Items Consent Agenda

To: MDOT Resolution and UPEA Engineering Contract – Small Urban Project

BACKGROUND:

Enclosed is the MDOT Contract Resolution authorizing the City Manager and/or the City Clerk as authorized signers for the 2023 Small Urban Project.

RECOMMENATION:

Approve the Resolution.

**City of Negaunee
Resolution
March 2023**

WHEREAS, the City of Negaunee has reviewed and approved the Contract provided by the Michigan Department of Transportation, Control Section STUL 52000, Job Number 208257CON, Project 23A0221, Contract Number: 23-5013.

NOW, THEREFORE BE IT RESOLVED, that the City of Negaunee hereby designates Nate Heffron, City Manager and/or Judy Iwanski, City Clerk as the persons authorized to certify and sign above reference contract/agreement on behalf of the City.

AYES:

NAYES:

ABSENT:

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City of Negaunee Council's regular monthly meeting held on March 9th, 2023, at the City Hall at 6:00 p.m., with a quorum present.

Judy Iwanski, Clerk

Date

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
March 9, 2023**

9.6

- Public Hearing Agenda Items Consent Agenda

To: UPEA Engineering Contract – 2023 Small Urban Project

BACKGROUND:

Enclosed is the engineering contract in the amount of \$31,800 for the 2023 Small Urban Project.

RECOMMENATION:

Approve the engineering contract in the amount of \$31,800.



March 1, 2023

Mr. Nate Heffron, City Manager
City of Negaunee
P.O. Box 70
319 W. Case Street
Negaunee, MI 49866

RE: CITY OF NEGAUNEE 2023 SMALL URBAN CONSTRUCTION ENGINEERING

Dear Mr. Heffron,

UPEA is pleased to provide a proposal for construction engineering on the City of Negaunee's 2023 Small Urban project including Iron Street from Silver to Division (0.24 mile), E. Lincoln Street from Division to Healy (0.26 mile) and Arch Street from Teal Lake Avenue to Negaunee High School (0.24 mile). The intent of the rehabilitation includes mill and overlay of existing street surfaces, replace/upgrade ADA sidewalk ramps, partial curb and gutter replacement as needed, and drainage improvements.

Final design plans have been submitted to Michigan Department of Transportation (MDOT) for bidding. When MDOT's bidding process is complete and a Contractor has been chosen, UPEA will hold a preconstruction meeting with the City of Negaunee, the Contractor, MDOT, and affected utility company representatives to go over expectations for the project including addendums, construction safety, and contract modification procedures. At that time, we will also get the necessary documentation from the Contractor for subcontractor use, project scheduling and testing orders.

Construction observation will be full time and in accordance with MDOT's current Standard Specifications for Construction, the Materials Sampling Guide and the final construction plan set. UPEA has assumed that construction will be four weeks and we'll need a technician on site for 50 hours for each of those weeks for estimating purposes. This has the potential to vary so the proposed contract will be time and materials. The onsite observer will keep daily diaries, sketches, logs, and records consistent with MDOT practice as may be needed to record the Contractor's progress. UPEA's construction technician will also provide observation of the Contractor's field construction work, provide quality control, and confirm substantial conformance with the Specifications and Plans. Quantities will be measured and computed daily for all pay items used on site and the appropriate documentation of all materials incorporated in the work and items of work completed and reported on Observers' Daily Reports (ODR) recorded in FieldBook for inclusion into Field Manager, MDOT's construction tracking software.

UPEA will sample and/or test materials to be incorporated in the work and reject Contractor's work and materials not meeting the Specifications and Plans. We will determine the acceptability of materials found to be in non-compliance and make certain that acceptable test reports and/or material certifications from the supplier have been received, prior to the incorporation of materials in the work, for materials tested off the Project site. Testing will be performed and recorded for any material requiring compliance to MDOT specifications including but not limited HMA and concrete (if applicable).

Mr. Nate Heffron, City Manager
March 1, 2023
Page 2

The construction file will be kept by UPEA and will adhere to MDOT office manual and department procedures for filing for future submission and review by MDOT. The construction file will include ODR's, work orders, contract modifications, construction item and tested material records, monthly progress reports, authorizations, time extensions, shop drawings and all correspondence. This file will be turned over to the City of Negaunee after final acceptance of the project.

Project Timeline

The Progress Clause submitted with the Final documents to MDOT includes stipulations on schedule to coordinate with the USDA Water Project and/or avoid construction during City events. Generally, no work will begin prior to June 5, 2023, no work will start on Iron Street (top course of pavement) until AFTER Pioneer Days (July 10, 2023), Arch Street must be completed by the time school starts (August 26, 2023), and the entire project must be complete by September 29, 2023.

If there are any changes within this schedule that the City deems necessary between now and the start of construction, we can adjust accordingly at the Preconstruction Meeting.

CE Fee

UPEA will complete the construction engineering scope for a total time and materials fee of \$31,800 (Thirty One Thousand Eight Hundred Dollars). Cost breakdown is attached.

Agreement

UPEA proposes to use our standard short form agreement with a time and materials fee proposal since construction time can be variable. Should you be agreeable to the terms along with the scope and costs presented in this proposal, please sign and return the attached agreement at your convenience. If you have any questions regarding this proposal, please feel free to contact me anytime.

Sincerely,

U.P. ENGINEERS & ARCHITECTS, INC.



Chris Holmes, P.E.
Project Manager

Attachments



424 South Pine Street Ishpeming, MI 49849
906-485-1011 • 877-834-3827 • Fax: 906-485-1013

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Negaunee *Date:* 03/01/2023

319 W. Case Street *Project No:* _____

Negaunee, MI 49866

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

Project Name/Location: 2023 Small Urban Construction Engineering/Negaunee, MI

Scope/Intent and Extent of Services: Construction Engineering Services as outlined in attached proposal.

Fee Arrangement: \$31,800 Time & Materials

Retainer Amount: \$0

Special Conditions: NA

TERMS AND CONDITIONS

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

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

FEE:

The total fee shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS:

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate). In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from their performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable. The Firm shall have the right to rely on information furnished by the Client.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES:

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

OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

Offered by:

Accepted by:

U.P. Engineers & Architects, Inc.

City of Negaunee

(signature) *(date)*

(signature) *(date)*

George Kiiskila, Jr., P.E., Principal
(printed name/title)

Nate Heffron, City Manager
(printed name/title)

Continuation Sheet(s) attached (3 pages)



Cost Breakdown

Prepared by: **Chris Holmes**

Date: **March 1, 2023**

City of Negaunee
 2023 Small Urban Design
 Iron Street (Silver to Division), E. Lincoln (Division to Healy), Arch
 Street (Teal Lake to NHS)

Computation of Fee

Negaunee 2023 Small Urban Construction Engineering*

CONSTRUCTION ADMIN/OBSERVATION & TESTING*

Construction observation and administration per MDOT Standards. Material Testing per MDOT Standards Project Filing Per MDOT Standards	Project Engineer II	8	139.00	\$1,112.00
	Engineer IV	40	122.00	\$4,880.00
	Technician III	20	90.00	\$1,800.00
	Technician II (Field Tech)	200	84.00	\$16,800.00
	Engineer IV (Office Tech)	30	122.00	\$3,660.00
			Subtotal	

Project Management (10%)		298		\$2,825.00
			Total Labor	\$31,077.00

EXPENSE DESCRIPTION	EXPENSE ITEM	UNIT	UNIT COST	TOTALS
MILEAGE		300	\$0.62	\$186.00
LAB FEES		1	\$500.00	\$500.00
PRINTING/POSTAGE		1	\$37.00	\$37.00
			Total Expenses	\$723.00
			Total Projected Construction Fee	\$31,800.00

***Construction Fee**
 *Construction Cost is based on 4-week duration assuming 50 hour work weeks. Actual field time may vary once Contractor's schedule is received.