

AGENDA
CITY OF NEGAUNEE REGULAR MEETING
MAY 9, 2024 @ 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 ORDINANCE AMENDMENTS #156 – ADU’S IN RESIDENTIAL AREAS**
- 7. NEW BUSINESS**
 - 7.1 GFL GARBAGE CONTRACTOR – ADDENDUM TO CONTRACT**
 - 7.2 GRANT ADMIN AGREEMENT – MICHIGAN SHARED STREETS & SPACES GRANT**
 - 7.3 LACOMBE FIELD DUGOUTS – LITTLE LEAGUE AGREEMENT**
 - 7.4 USDA DRAW # 14 - PHASE 1 WATER PROJECT**
- 8. CONSENT AGENDA**
 - 8.1 MINUTES – APRIL 11, 2024 REGULAR MINUTES**
 - 8.2 CLAIMS AND ACCOUNTS**
 - 8.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 8.4 AED (AUTOMATED EXTERNAL DEFIBRILLATOR) PURCHASE**
- 9. PUBLIC COMMENT (3 min. limit)**
- 10. COUNCIL MEMBERS**
 - CITY MANAGER**
 - CITY ATTORNEY**
- 11. ADJOURNMENT**

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9, 2024**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Public Hearing and 2nd Reading - Ordinance Amendment ADU's #156

BACKGROUND:

The City of Negaunee will hold a public hearing and 2nd reading for amendments to Ordinances 156.046, 156.047, 156.201 – ADU's.

RECOMMENDATION:

Hold a Public Hearing to secure citizen comments.

Approve the 2nd Reading and Adopt.

First Reading:

Second Reading:

Publication:

Effective Date:

AMENDMENT TO CODIFIED ORDINANCES OF THE CITY OF NEGAUNEE

CHAPTER 156.046 MULTI-FAMILY RESIDENTIAL DISTRICT (R-2)

CHAPTER 156.047 RURAL RESIDENTIAL DISTRICT (RR)

CHAPTER 156.201 OFF-STREET PARKING REQUIREMENTS

The City of Negaunee ORDAINS:

That Chapter 156.046, 156.047, 156.201 of the Codified Ordinances of Negaunee, Michigan, shall be, and the same hereby is, amended to read as follows:

REPEALER

Chapter 156.046, 156.047, 156.201 of the Codified Ordinances of Negaunee, Michigan, 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order or parts thereof in conflict with the provisions of these Amendments are, to the extent of such conflict, hereby repealed. This repeal shall be effective as of the effective date of the following Amendments

AMENDMENTS

Chapter 156.046(B) "Permitted Principal Uses" shall be amended to include the term "Accessory Dwelling Units."

Chapter 156.047(B) "Permitted Principal Uses" shall be amended to include the term "Accessory Dwelling Units"

Chapter 156.047(D (1)) shall be amended to "No more than three accessory buildings shall be permitted on the lots served by the principal building, two of these buildings may be Accessory Dwelling Units"

Chapter 156.047 (D (5)) Prior to zoning approval for an ADU, property owner must provide approval for Well and Septic from the Marquette County Health Department

Chapter 156.201 (A (1)) Add to List "Accessory Dwelling Unit – 1 space per ADU"

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

Whereupon, this Ordinance was declared passed and adopted this __ day of __, 2024.

This Amendment shall be published as required by law, and shall be effective on the ____ day of __, 2024.

CITY OF NEGAUNEE Attest:

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9, 2024**

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- Public Hearing Agenda Items Consent Agenda

To: Addendum to GFL Contract – Change of Garbage Route

BACKGROUND:

City Staff received a letter from our garbage contractor GFL. There has been a change to the county landfill hours of operation and GFL must hold the garbage on the trucks overnight. This is against GFL policies because of the risk of a fire and loss of the trucks.

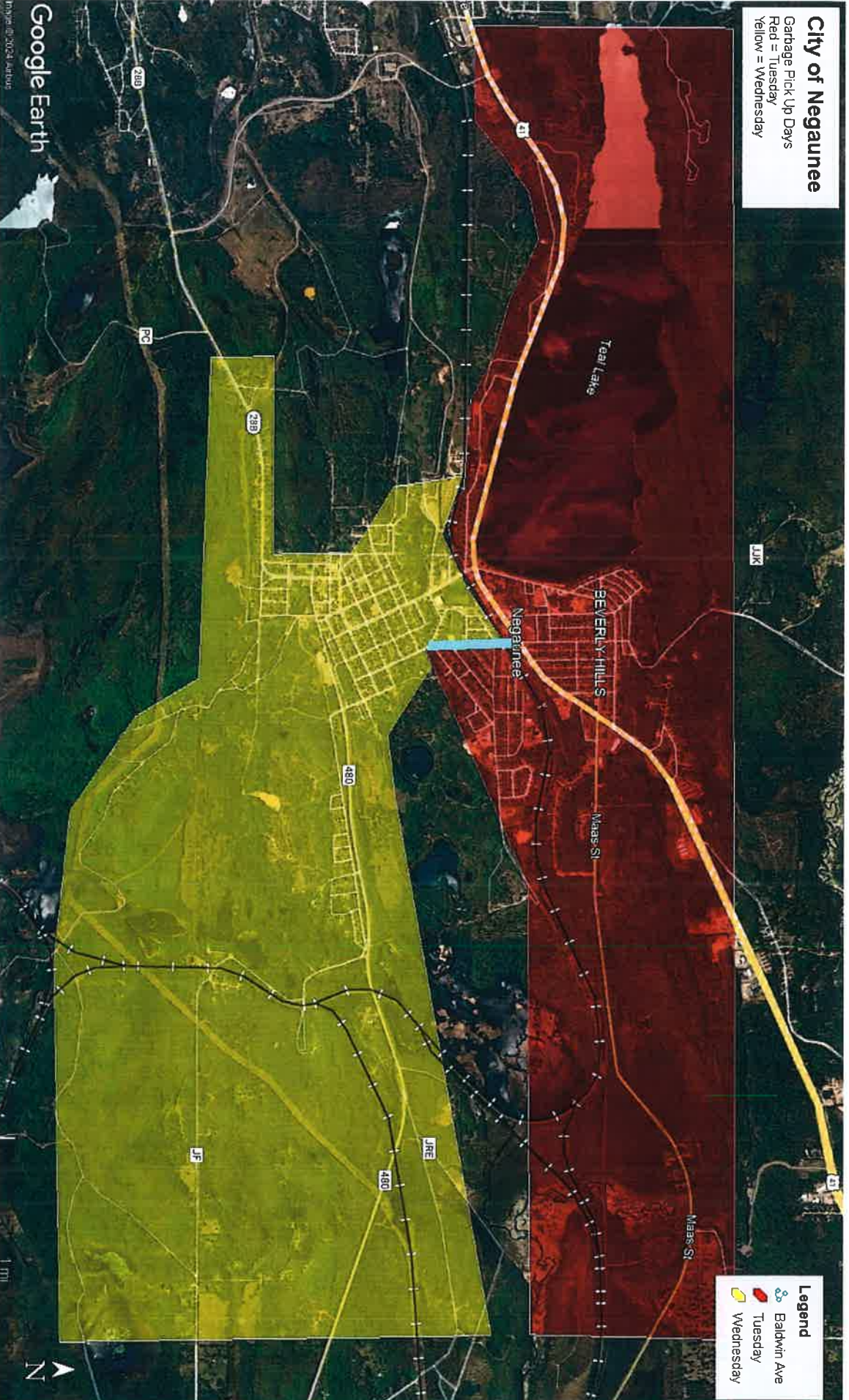
GFL is proposing an additional day of pickup to eliminate the need to have trash left in the trucks overnight.

RECOMMENDATION:

Due to safety concerns City Staff is recommending a two day trash pickup for the City of Negaunee. The proposed map is attached. North of 41st section east of Baldwin Ave on Tuesdays from 6 am to 9 pm and South of 41 on Wednesdays from 6 am to 9 pm.

City of Negaunee

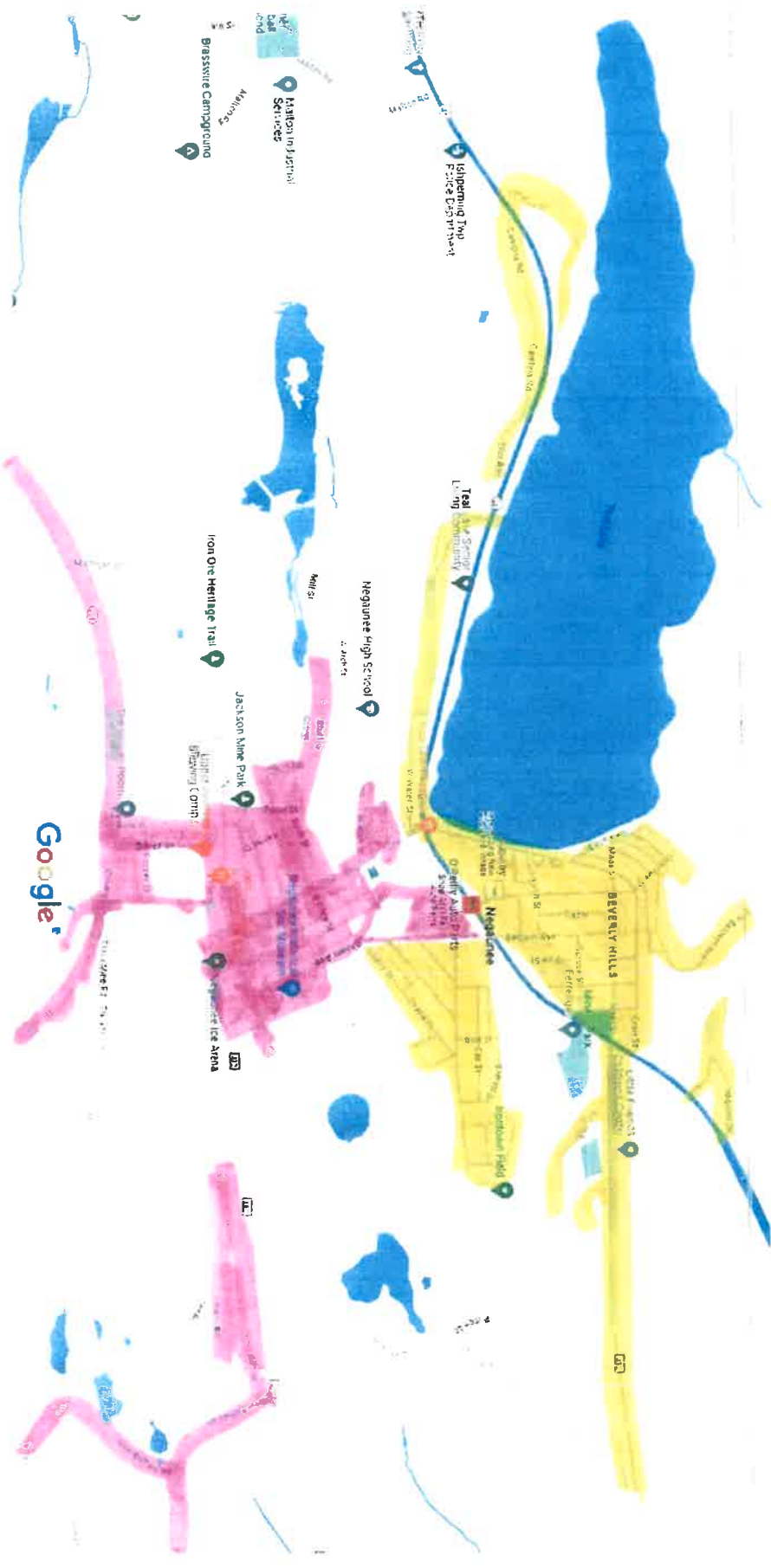
Garbage Pick Up Days
Red = Tuesday
Yellow = Wednesday



Google Earth

Image © 2024 Airbus

Google Maps



Tuesday

Wednesday



**City of Negaunee
319 W. Case St.
Negaunee, MI 49866**

GFL Environmental would like to propose a change in the garbage and refuse contract. Due to landfill hours of operation GFL must hold garbage on the trucks overnight. This is against GFL policies because of the risk of a fire and loss of our trucks. GFL would like to propose an additional day of pickup to eliminate the need to have trash left in a truck overnight. We currently pickup on Tuesdays and would like to split the route up and collect half on Tuesday and the other half on Wednesday. This would eliminate the need to keep trash on the truck overnight. I have included a map to show how we would split up the route. Please call or email with any questions.

Thank you

**Steve Coron
GFL Environmental**

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9, 2024**

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- Public Hearing Agenda Items Consent Agenda

To: Grant Administrator Agreement – Michigan Shared Streets and Spaces Grant

BACKGROUND:

Attached is a contract agreement for services to be performed by Mona Lang. the services will be for grant writing and grant administration. The contract states that Mrs. Lang will write and apply for a Michigan Shared Streets and Spaces Grant (SSSG) through the Michigan Department of Transportation (MDOT) for the purpose of enhancing Negaunee's downtown pedestrian and bike amenities.

Should the city be successful in obtaining this grant we would be awarded \$200,000, with no match required. Mrs. Langs service fee is \$85.00 per hour, the strand rate for a grant writer and is expected to take approximant 20-30 hours for the writing and submission portion and an additional 20 to 30 hours of work for administration of the grant.

RECOMMENDATION:

Motion to enter into the attached contract agreement with Mona Lang for purpose to applying for and administering the Michigan Shared Streets and Spaces Grant. Monies will be paid of \$2500 from a drawdown of the City Improvement Fund and the balance to be paid from the grant if received.

INDEPENDENT CONTRACTOR AGREEMENT

City of Negaunee Independent Consultant

This Agreement is entered into on May 10, 2023, between the City of Negaunee (“Negaunee”) and Mona Lang, (“Independent Contractor”).

WHEREAS, Negaunee, a Michigan municipality, intends to contract with Independent Contractor, an individual for the performance of certain tasks;

WHEREAS, Independent Contractor’s principal business address is: 1202 Jackson St, NE, Unit 112, Washington, DC 20017

WHEREAS, Negaunee’s principal business address is: PO Box 70, 319 W. Case Street, Negaunee, MI 49866.

WHEREAS, Negaunee intends to apply for a Michigan Shared Streets and Spaces Grant (SSSG) through the Michigan Department of Transportation (MDOT) for the purpose of enhancing Negaunee’s downtown pedestrian and bike amenities;

WHEREAS, Independent Contractor declares she is a provider of professional services and is compliant with all federal, state, and local laws regarding any permits and licenses of any kind that may be required to conduct the said terms of this Agreement;

THEREFORE, in consideration of the mutual promises contained within, the parties promise and agree as follows:

Negaunee engages the Independent Contractor to perform the necessary tasks in order to write the grant according to the grant guidelines and requirements and to submit the SSSG application on the City’s behalf.

If the grant is successfully awarded, the Contractor shall further assist in the management and administration of grant compliance including Federal and State requirements as stated in the Grant Agreement between MDOT and the City of Negaunee including the collection and maintenance of all contract documents and agreements for all project contractors and subcontractors and further assist the project engineer in ensuring all Department of Labor Wage Decisions are verified if required by the grant including payroll review.

Assist with submittal of disbursement requests documents as specified in the Grant Agreement.

Assist with all grant close-out procedures including grant monitoring visits by Grantor.

TERM. This agreement is effective for the grant period beginning May 1, 2024, through the project completion, unless sooner terminated, or extended, by mutual written agreement of the parties hereto.

PAYMENT FOR SERVICES: Negaunee shall pay Independent Contractor for services performed by Independent Contractor, at rate of \$85.00 per hour during the term of the contract consistent with Negaunee’s accounts payable procedures. Contractor shall bill monthly for said services with payment due 30 days from date of invoice. Negaunee further agrees to pay for materials, upon written request by

Independent Contractor, which have been approved for purchase by the Negaunee City Manager. Independent Contractor shall submit receipts for all purchases for which she seeks reimbursement.

CITY-INDEPENDENT CONTRACTOR RELATIONSHIP: Negaunee City Staff shall provide the consultant with access to information necessary to complete the tasks and services herein contained.

NO PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Independent Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, F.I.C.A., F.U.T.A., Federal Personal Income Tax, State Personal Income Tax, State Disability Insurance Tax, and State Unemployment Insurance Tax. Independent Contractor shall assume full and sole responsibility for all such taxes. Independent Contractor shall assume full and sole responsibility any for Workers' Compensation Insurance.

TERMINATION. Either party may terminate this agreement at any time, for any reason or no reason, with at least 30 days written notice to the other party.

WAIVER OF BREACH. The waiver of either Negaunee or Independent Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Negaunee or Independent Contractor.

SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any one or more of the provisions contained in this agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability for any such provision in every other respect and of the remaining provisions of this agreement shall not be in any way impaired.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein.

Nathan Heffron
City of Negaunee Manager

Dated: _____, 2024

Mona Lang
Independent Contractor

Dated: _____, 2024

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9, 2024**

- Public Hearing Agenda Items Consent Agenda

To: LaCombe Field Dugout Agreement with Negaunee Little League

BACKGROUND:

Attached is a contract agreement for services to be performed by Negaunee Little League for the construction of the dugouts at LaCombe Field. The agreement is based on reimbursement for services.

As you may recall at the last council meeting, the council rejected all bids that were received concerning the construction of the LaCombe Field dugouts. The rejection was necessary due to the high bid costs received.

The little league is working with volunteers and a private licensed contractor to build the dugouts allowing the project to be within our projected budget. The request from the little league is to be reimbursement up to \$19,000 for construction. The city will retain ownership of the dugout once the project is completed.

RECOMMENDATION:

Motion to enter into the attached contract agreement with the negaunee Little League purpose to construct the LaCombe Field dugouts, using funds from the LaCombe Field Patronicity Funds.

LACOMBE FIELD DUGOUT BUILD AGREEMENT

This LaCombe Field Dugout Build Agreement (the "Agreement") dated May 7.3, 2024, is by and between the City of Negaunee, a Michigan public body corporate, whose address is 319 West Case St., Negaunee, MI 49866 ("City") and the Negaunee Little League, a domestic non-profit corporation, whose address is PO Box 164, Negaunee, MI 49866 ("Little League").

RECITALS

1. **Whereas**, the City has found and concluded that it is in the best interest of the health, safety and welfare of the residents, business owners, and visitors of the City of Negaunee to have recreational opportunities for children and adults alike.
2. **Whereas**, Little League is a domestic non-profit organization whose purpose is to foster amateur sports competition and to promote, develop, supervise, and voluntarily assist those wishing to participate in youth baseball and softball.
3. **Whereas**, Little League plays, practices and participates in activities at, among other places, LaCombe Field within the City of Negaunee, MI.
4. **Whereas**, LaCombe Field is owned, operated, and maintained by the City as part of their park system.
5. **Whereas**, the parties hereto are committed to the continued success and growth of outdoor recreation, including the continued use of LaCombe Field.
6. **Whereas**, various facilities, including the dugouts at LaCombe Field, have exceeded their lifespan and are in need to replacement.
7. **Whereas**, the City applied for and received grant funding for improvements at LaCombe field, and the Little League was instrumental in raising donations to help match the grant, all of which was held in trust by the City for the subject improvements.
8. **Whereas**, the City has previously allocated monies from the LaCombe field fund for sidewalk and fencing improvements.
9. **Whereas**, the City solicited and received bids for dugout replacement, but all dugout replacement bids were rejected at the April 11, 2024, regular Negaunee City Council meeting due to the high costs associated therewith.
10. **Whereas**, Little League has provided proof of insurance for possible losses for casualty and liability for their work completing the work on the dugouts.
11. **Whereas**, Little League has retained Holsworth Masonry to help construct the new dugouts.

Development and Construction of Project Terms

Accordingly, in consideration of the mutual promises stated herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are expressly incorporated as part of the Agreement, and the parties hereto confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information and belief.

2. **Labor.** Little League agrees that in exchange for the permission and funds to complete the subject project, and the additional covenants made herein, it will provide for all necessary labor and materials to safely remove the old dug outs and professionally and in a workmanlike manner construct two (2) new dugouts.

3. **Costs.** The City agrees, upon satisfactory review of the workmanship of said project, to pay up to \$19,000.00 for materials and products necessary to replace and construct two (2) new dugouts at LaCombe Field as detailed in the Holsworth Masonry invoice.

4. **Invoice Expenses, Limits.** Little League is to provide invoice(s) for payments for expenses for materials and products to remove the old dug outs and the construction of the two (2) new dugouts. City shall not, under any circumstances, pay for and/or reimburse Little League for more than \$19,000.00 total costs and expenses associated with the dugouts.

5. **Insurance.** Little League shall procure and maintain casualty and liability insurance for the duration of the stated project, proof of which has already been provided to the City.

6. **Ownership and Use of Dugouts.** Nothing in this Agreement is intended to and/or gives Little League any property rights in LaCombe Field or the subject dugouts. The field, dugouts and other facilities and fixtures at LaCombe Field shall remain the property and responsibility of the City.

7. **Authority.** Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

8. **Binding Agreement.** This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

9. **Entire Agreement.** The Parties agree that this Agreement contains the entire agreement between Parties and that there are no agreements, representations, statements, or understandings that have been relied on by the Parties to this Purchase Agreement that are not stated herein.

10. **All Agreements in Writing.** The Parties agree that this Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed by representatives of both parties.

11. **Waiver.** Waiver of any right of the Parties under this Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

12. **Severability.** Wherever possible each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. **Governing Law; Venue.** This Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law. Venue for any disputes arising hereunder shall be limited to Marquette County, Michigan.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement.

15. **Electronic Signatures.** A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

By: Nathan Heffron
City Manager, City of Negaunee

Dated: May ____, 2024

By: Don Gladwell
Negaunee Little League

Dated: May ____, 2024



NEGAUNEE LITTLE LEAGUE

P.O. BOX 164, NEGAUNEE, MI 49866
www.negaunee-little-league.sportngin.com

President
Don Gladwell
906-235-7807

May 3, 2024

Vice President
Dave Paananen
920-213-8761

Nate Heffron

Treasurer
Erin Warlick
801-554-4499

City Manager

319 W. Case St.

Negaunee, MI 49866

Secretary
Kay Ryan
906-236-5851

Subject: LaCombe Field Dugouts request for monies

Director
Justin Robar
906-360-5878

Mr. Heffron:

Director
Stephanie Robar
906-360-0037

As you know, Negaunee Little League partnered with the city in obtaining funds for renovation projects at LaCombe Field with the city acting as a monetary pass-through. As part of Negaunee Little League's portion of this project the league contracted with Holsworth Masonry to build the new dugouts at the field.

Director
Terry Tincknell
906-869-1672

Negaunee Little League is requesting the city to release up to \$19,000 (nineteen thousand) of the funds raised over the campaign to pay for the masonry contract work.

Director
Gavin Locke
906-235-1721

Director
Joe Dost
906-361-7120

Should you have any questions please let me know.

Director
Amy Steele
906-458-4513

Sincerely,

Director
Mel Kostamo
906-360-2465

Don Gladwell

Director
John Dix
906-475-5165

Don Gladwell

President, Negaunee Little League

Director
Joe Hermes
906-204-8872

Director
Pam Paananen
920-213-8760

Director
Bud Laitala
906-475-6822

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9, 2024**

- Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #14 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #13 in the amount of \$17,039.46 to UP EA

RECOMMENDATION:

Approve USDA Draw #14 in the amount of \$17,039.46

RESOLUTION

WHEREAS, The City of Negaunee is the applicant for the USDA – Rural Development Grant and Loan Program consisting of a \$5,500,000 loan for the City of Negaunee PH 1 Water Improvements Project, and

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

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

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

Engineering (UPEA):	Basic		
	Additional		52.40
	Resident Engineering	\$	16,987.06
		UPEA Total: \$	<u>17,039.46</u>

Contractor	Oberstar, Inc.		-
		Subtotal: \$	<u>-</u>

Total RD Draw Requested: \$ 17,039.46

Non-Participating			
Contractor	Oberstar, Inc.		-
		Subtotal: \$	<u>-</u>

Total Non-Participating Requested: \$ -

Motion by _____ supported by _____ to approve Resolution for payment of funds for the City of Negaunee PH 1 Water Improvements project.

Roll Call Vote: Ayes: _____

Nays: _____

Absent: _____

Adopted this _____ day of _____, 2024.

Judy Iwanski, Clerk



100 Portage Street · Houghton, MI 49931

906.482.4810 · 800.562.7684 · Fax 906.482.9799

Invoice

May 3, 2024

Project No: 19591

Invoice No: 2401429

City of Negaunee
Attn: Ann Ducoli
PO Box 70
Negaunee, MI 49866

Project 19591 Negaunee City-Phase 1 Water Project

Assist owner in compiling all required documents for a full Rural Development application, along with preparing design plans & specifications for Water system improvements, assisting with bidding, construction administration and providing resident project representative during construction.

Professional Services from April 1, 2024 to April 27, 2024

Fee

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	552,692.16	552,692.16	0.00
Additional Services	42,200.00	38,145.43	38,093.03	52.40
Resident Project Representative	595,900.00	347,524.19	330,537.13	16,987.06
Total Fee	1,228,000.00	938,361.78	921,322.32	17,039.46
	Total Fee			17,039.46
			Total this Invoice	\$17,039.46

*Thanks,
Chris*

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

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 9th, 2024**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Automated External Defibrillator (AED) Purchase

BACKGROUND:

Approximately 350,000 sudden cardiac arrests occur each year with 60-80% of victims dying before emergency responders arrive. The use of CPR and an AED can double or triple a person's chance of survival. This AED will be used at the Ice Arena.

RECOMMENDATION:

Currently there is \$3600 budget for AED's.

The purchase of one Physio-Control LIFEPAK 1000 AED packages from AED.US in the amount of \$3,324.00.

ALTERNATIVE:

None.

