

AGENDA
CITY OF NEGAUNEE REGULAR MEETING
THURSDAY MAY 12, 2022 @ 7:00 P.M.
NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)
THE PUBLIC MAY ATTEND THE MEETING IN PERSON (MASK REQUIRED) OR ACCESS THE
MEETING VIA TELECONFERENCE (INSTRUCTIONS FOLLOW AGENDA)

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. PUBLIC HEARING – CRD APPLICATION 432 IRON STREET**
- 7. UNFINISHED BUSINESS**
 - 7.1 CHARTER AMENDMENT 4.1 & 4.3 – COUNCIL AND MAYOR TERMS BALLOT LANGUAGE CHANGE PROPOSAL**
 - 7.2 CHARTER AMENDMENT 4.3 – MAYOR AND MAYOR PRO TEM SELECTION BALLOT LANGUAGE CHANGE PROPOSAL**
- 8. NEW BUSINESS**
 - 8.1 CITY MANAGER EVALUATION**
 - 8.2 WATER IMPROVEMENTS – BID AWARD RESOLUTION**
 - 8.3 INTERGOVERNMENTAL PROF SVC AGR – SCHOOL RESOURCE OFFICER**
 - 8.4 POLICE PATROL VEHICLE PURCHASE**
- 9. CONSENT AGENDA**
 - 9.1 MINUTES – APRIL 14, 2022 REGULAR MINUTES, APRIL 28, 2022 SPECIAL MINUTES**
 - 9.2 CLAIMS AND ACCOUNTS**
 - 9.3 REVENUE/EXPENDITURE REPORTS -TRIAL BALANCES**
 - 9.4 JACKSON MINE PARK JIM THOMAS PAVILION RENTAL AGREEMENT**
 - 9.5 TCO #67 – NO PARKING ON SOUTH SIDE OF RAIL STREET BETWEEN GOLD & DIVISION**
 - 9.6 RECREATIONAL LAND USE AGREEMENT CITY OF NEGAUNEE AND ISHPERING SKI CLUB**
- 10. PUBLIC COMMENT (3 min. limit)**
- 11. COUNCIL COMMITTEES**
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY
- 12. ADJOURNMENT**

City of Negaunee
PUBLIC ACCESS

In accordance with actions taken by the Governor of the State of Michigan due to the COVID-19 pandemic, the City of Negaunee will be conducting future council meetings via teleconference/web broadcast.

How to access:

Dial-in: +1 312 626 6799
Meeting ID: 850 9990 0648
Passcode: 449505

Web: <https://us02web.zoom.us/j/85099900648?pwd=UkpJYWV2cGpVbjNkdFpHcHVrL0Z6UT09>

Accessibility:

Those with accessibility requirements can dial Michigan Relay Service at 7-1-1. There will be a chance for anyone to speak during public comment, but we encourage any comments to be submitted in writing ahead of time and they will be read during the meeting. Email public comments to cmsecretary@cityofnegaunee.com, leave a comment in our utility payment drop box, or mail to: City of Negaunee, PO Box 70, Negaunee, MI 49866. Be patient during public comment as you may be muted by the moderator to make sure each commenter is heard.

Council meetings will be conducted in this manner until further notice. This is an evolving situation, so please have patience and feel free to submit any questions or concerns.

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12, 2022**

Public Hearing Agenda Items Consent Agenda

To: Public Hearing – Commercial Rehabilitation District Exemption Application – 432 Iron St Casa della Nonnina

BACKGROUND:

Hold a Public Hearing.

Approve Resolution to grant a commercial rehabilitation exemption certificate application for 432 Iron St, Casa della Nonnina for 7 years.

ALTERNATIVE:

Do not approve the Resolution.

**RESOLUTION TO APPROVE A COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE APPLICATION, PA 210 OF 2005, AS AMENDED**

Minutes of a regular meeting of the City Council of the City of Negaunee, held on May 12, 2022, at the Negaunee Senior Center at 410 Jackson Street, at 7:00PM, (Tobin Street entrance).

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

Resolution (resolution number) Approving Commercial Rehabilitation Exemption Certificate Application for Casa della Nonnina, LLC Located at 432 IRON STREET, NEGAUNEE, MICHIGAN.

WHEREAS, the City Council legally established the Commercial Rehabilitation District Negaunee's Commercial Rehabilitation District No. 1 on October 8, 2020, after a public hearing held on October 8, 2020; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 **does not exceed 5%** of the total taxable value of the City of Negaunee; and

WHEREAS, exceeding 5% will not have the effect of substantially impeding the operation of the City of Negaunee or of impairing the financial soundness of an affected taxing unit; and

WHEREAS, a public hearing was held on the application as provided by section 4(2) of Public Act 210 of 2005 on May 12, 2022; and

WHEREAS, Casa della Nonnina, LLC is not delinquent in any taxes related to the facility;

WHEREAS, the application was approved for less than 10 years and there is not applicable criteria or factors for extending the exemption; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, Casa della Nonnina, LLC has provided answers to all required questions under the application instructions to the City of Negaunee; and

WHEREAS, the City of Negaunee requires that rehabilitation of the facility shall be completed by December 31, 2022; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Negaunee be and hereby is granted a Commercial Rehabilitation Exemption for the real property, excluding land, located in Negaunee's Commercial Rehabilitation District No. 1 at 432 Iron Street for a period of **SEVEN years**, beginning December 31, 2022, and ending December 30, 2029 pursuant to the provisions of PA 210 of 2005, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Negaunee, County of Marquette, Michigan at a regular meeting held on May 12, 2022.

Negaunee City Clerk

Agenda Item 5

A Commercial Rehabilitation Tax Abatement Application was received from Casa Della Nonnina for planned rehabilitation of 432 Iron Street for opening of a restaurant. The property also includes second floor apartments (two of which are currently vacation rentals). Cost of improvements to the property is approximately \$348,700 not including the cost of equipment and furnishings of \$127,741 for a total investment of \$476,442. Documentation regarding the project is attached.

Scoring by both City Planner Nelson and DDA Consultant Lang according to the criteria set forth in the City's CRT program received 70 points and results in a recommended seven (7) year tax abatement.

The process includes review by the DDA Board with a recommendation by the DDA to City Council. If approved by both bodies, the application then goes to the State Tax Commission for consideration and approval.

Here is an estimated breakdown of the results of the abatement:

2022 Assessed Value = \$93,000	2022 Taxable Value = \$66,604
2023 Estimated Assessed Value = \$360,000	2023 Estimated Taxable Value = \$180,000
Increase in Assessed Value = \$267,000	Increase in Taxable Value = \$113,396

Estimated Abatement (based on 2021 Taxable Rates):

DDA TIF Portion	\$3,150
School Portion	<u>\$2,064</u>
Estimated Abatement	\$5,214
Seven year estimated tax benefit	\$36,498

Recommendation: Approve the Commercial Tax Rehabilitation Application for Casa Della Nonnina and recommend approval by City Council for a seven year tax abatement on the property improvements.

Alternative: As determined by the DDA Board.



DDA Notice to City Council

Date: 4-12-22

Applicant Name: **Casa della Nonnina LLC (Rachel Grossman)**

Applicant Address: **432 Iron Street** Negaunee MI, 49866

Applicant Project: **Casa della Nonnina**

Dear Negaunee City Council,

The Downtown Development Authority has recently reviewed an application for Commercial Rehabilitation Exemption Certificate for **Casa della Nonnina LLC**, located at **432 Iron Street**. After careful review, we have attached to the application the ranking and scoring system used to determine how many abatement years should be granted for this project.

Please review our findings. Further action will need to be taken before the 60-day process period ends from when the application was received until it reached City Council. Please note a public hearing will also need to take place in order to grant an abatement for this project.

If you should have any questions concerning this letter, recommendations or the attached materials, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan P. Nelson', is positioned above the typed name.

Negaunee DDA Chairperson

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12, 2022**

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

To: Charter Amendment Council and Mayor Terms Ballot Language Change Proposal

BACKGROUND:

This will need a 5/7 vote to send to Governor for approval to place on the ballot in November.

**CITY OF NEGAUNEE
CITY CHARTER AMENDMENT BALLOT PROPOSAL RESOLUTION**

At a regular meeting of the Negaunee City Council, County of Marquette, State of Michigan, held in the Negaunee Senior Center on Thursday, May 12, 2022, at 7:00 PM.

THIS IS TO CERTIFY that on the above date, the City of Negaunee City Council, pursuant to the authority granted by Act 279 of the Public Acts of Michigan of 1909, as amended, resolved by way of a unanimous 7/7 vote to submit the following proposal to the electors at the next regular City election or general State of Michigan election, not earlier than 60 days from today.

**PROPOSAL NO. 1
CITY OF NEGAUNEE CHARTER AMENDMENT
ARTICLE IV – COUNCIL, SECTIONS 4.1 AND 4.3**

“SHALL SECTIONS 4.1 AND 4.3 BE AMENDED TO CHANGE THE TERM OF OFFICE OF FUTURE ELECTED CITY COUNCIL MEMBERS FROM THREE (3) YEARS TO FOUR (4) YEARS AND THE TERM OF FUTURE MAYORS AND MAYORS PRO-TEM TO “NOT TO EXCEED THREE (3) YEARS”.”

STATEMENT OF PURPOSE

THIS AMENDMENT LENGTHENS BY ONE (1) YEAR THE TERM OF OFFICE OF FUTURE ELECTED CITY COUNCIL MEMBERS TO FACILITATE LESS FREQUENT TURN-OVER OF CITY COUNCIL MEMBERS TO MAINTAIN THEIR EXPERIENCE AND KNOWLEDGE LONGER TO THE BENEFIT OF THE CITY IN OVERALL APPROPRIATE GOVERNANCE.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Negaunee City Council, County of Marquette, Michigan, at a regularly scheduled meeting on May 12, 2022.

By: Judy Iwanski
Its: Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12, 2022**

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- Public Hearing Agenda Items Consent Agenda

To: Charter Amendment Mayor and Mayor Pro Tem Selection Ballot Language Change Proposal

BACKGROUND:

This will need a 5/7 vote to send to Governor for approval to place on the ballot in November.

**CITY OF NEGAUNEE
CITY CHARTER AMENDMENT BALLOT PROPOSAL RESOLUTION**

At a regular meeting of the Negaunee City Council, County of Marquette, State of Michigan, held in the Negaunee Senior Center on Thursday, May 12, 2022, at 7:00 PM.

THIS IS TO CERTIFY that on the above date, the City of Negaunee City Council, pursuant to the authority granted by Act 279 of the Public Acts of Michigan of 1909, as amended, resolved by way of a unanimous 7/7 vote to submit the following proposal to the electors at the next regular City election or general State of Michigan election, not earlier than 60 days from today.

**PROPOSAL NO. 2
CITY OF NEGAUNEE CHARTER AMENDMENT
ARTICLE IV – COUNCIL, SECTION 4.3**

“SHALL SECTION 4.3 BE AMENDED BY DELETING THE REQUIREMENT THE CITY OF NEGAUNEE MAYOR AND MAYOR PRO-TEM BE THE HIGHEST VOTE AND SECOND HIGHEST VOTE GETTER RESPECTIVELY IN A CITY COUNCIL ELECTION AND MAKING THE SELECTION OF THE MAYOR AND MAYOR PRO TEM BY A MAJORITY VOTE OF THE COUNCIL.”

STATEMENT OF PURPOSE

THIS AMENDMENT PERMITS THE NEGAUNEE CITY COUNCIL TO SELECT THE CITY MAYOR AND MAYOR PRO-TEM FROM QUALIFIED SITTING COUNCIL MEMBERS RATHER THAN FILLING THOSE OFFICES BY REFERENCE TO CITY ELECTION VOTE TOTALS.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Negaunee City Council, County of Marquette, Michigan, at a regularly scheduled meeting on May 12, 2022.

By: Judy Iwanski
Its: Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12, 2022**

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- Public Hearing Agenda Items Consent Agenda

To: Water Improvements – Bid Award Resolution

BACKGROUND:

The City went out on bids for the USDA RD Water Project. Four bids were received.

RECOMMENATION:

It is recommended to award the bid to Oberstar, Inc. in the amount of \$4,177,870 subject to approval and funding by Rural Development and approve the Resolution.



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

[N10-19591]

May 4, 2022

City Counsel
City of Negaunee
319 W Case Street
Negaunee, MI 49866

RE: CITY OF NEGAUNEE WATER IMPROVEMENTS – BID AWARD RECOMMENDATION

Dear Mr. Heffron,

U.P. Engineers & Architects, Inc. (UPEA) has been retained by the City of Negaunee (OWNER) to solicit bids, to prepare bid tabulations, analyze bid results and consult with the OWNER on the award of contracts for the Water Improvements Project (WATER PROJECT), and

Therefore, on behalf of the OWNER, UPEA has evaluated the bids received on the 3rd day of May 2022 by 3:00 PM at 319 W Case Street, Negaunee, MI for the WATER PROJECT and

UPEA hereby consults as follows:

1. Based upon ENGINEER'S analysis of the bids received on the above WATER PROJECT, the ENGINEER recommends Oberstar, Inc., Marquette, MI with the following Total Base Bid of \$4,177,870.00; subject to Rural Development approval and funding.
2. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the WATER PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
3. It is further understood that this analysis is not a representative that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.

If you have any questions or would like to discuss this, please don't hesitate to contact me at (906) 235-4810.

Sincerely,

Matthew Treado, P.E.
Project Manager

Office also in:
Houghton
Iron Mountain
Marinette
Sault Ste Marie

U.P. Engineers & Architects, Inc.

www.UPEA.com

**CITY OF NEGAUNEE
RESOLUTION No.**

A RESOLUTION TO AWARD THE CITY OF NEGAUNEE WATER IMPROVEMENTS PROJECT TO OBERSTAR, INC. BY THE CITY OF NEGAUNEE, MARQUETTE COUNTY, MICHIGAN

WHEREAS, the following bids were received on May 3, 2022 by 3:00 PM for the City of Negaunee Water Improvements Project at the Negaunee City Hall located at 319 W Case Street, Negaunee, MI 49866.

Oberstar, Inc	A Lindberg & Sons, Inc	Smith	Payne & Dolan, Inc
\$4,177,870.00	\$4,597,910.00	\$4,982,735.00	\$7,209,106.76

THEREFORE, be it resolved, that City of Negaunee hereby awards the unit price contract to Oberstar, Inc. Marquette, MI in the amount of \$4,177,870.00 subject to approval and funding by Rural Development, and

FURTHERMORE, the bid is broken out between USDA RD Water Funding \$3,875,570 and City of Negaunee Funding \$302,300 for a total project bid of \$4,177,870.

FURTHERMORE, authorizes the City Manager as the designated representative to sign the necessary financial applications and contract documents required by Rural Development throughout the project.

Motion made by _____ seconded by _____ to adopt the Resolution as stated above. Effective May 12, 2022.

Upon roll call vote, the following voted:

YES:

NO:

Mayor LaLonde declared the motion _____ on the 12th of May 2022

Judy Iwanski, Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12, 2022**

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Public Hearing Agenda Items Consent Agenda

To: Intergovernmental Professional Svc Agreement – Negaunee Public School Resource Officer

BACKGROUND:

Attached is a proposed agreement with the Negaunee Public Schools.

RECOMMENATION:

Discuss and proceed how the Council deems necessary.

INTERGOVERNMENTAL PROFESSIONAL SERVICES AGREEMENT

Negaunee Public School Resource Officer

This Intergovernmental Professional Services Agreement (the "Agreement") is by and between the City of Negaunee, a Michigan Municipal Corporation, whose principal place of business is located at 319 W. Case Street, Negaunee, Michigan 49866 (the "City") and the office of the City of Negaunee Police Department, 100 N. Silver Street, Negaunee, Michigan 49866 (the "NPD"), and Negaunee Public School District, whose principal place of business is located at 101 S. Pioneer Avenue, Negaunee, Michigan 49866 (the "NPSD") (the City, NPD and NPSD collectively being referred to as the "Parties").

RECITALS

WHEREAS, the City is a municipal government located in Marquette County, Michigan, and the NPSD is a public school district educating students residing within the boundaries of the City.

WHEREAS, the Parties desire to join together to finance and provide for a police-school liaison educational program by entering into this Inter-Governmental Agreement pursuant to and under the authority of Act 35 of the Public Act of 1951 of the State of Michigan, as amended (MCL § 124.1 *et seq.*).

WHEREAS, the Parties believe the involvement of police in the educational program of the community's elementary and secondary schools would be beneficial by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should work together to share the costs and responsibilities for a police-school liaison education program.

Therefore, the Parties hereto agree as follows:

1. Purpose.

This Agreement is entered into for the purpose of the Police providing one (1) Negaunee Police Officer employee, who is a certified police officers, to act as a School Resource Officers to the Negaunee Public School District.

2. Scope of Work.

The NPD agrees to assign one (1) certified police officer to the Negaunee Public School District to provide safety and counseling services to students, teachers, administrators, and parents within the school system and after-hours programs, as well as assist in the preparation of, and training for, emergency preparedness plans and/or other circumstances that arise (the "Services").

3. Term.

3.1. Initial Term. The initial term of this Agreement commences on _____, 2022, and shall be effective through _____ (the "Initial Term").

3.2. Extension Terms. The Parties may extend this Agreement following the Initial Term by mutual written agreement.

4. Compensation

4.1. Costs. NPSD agrees to pay the City the actual costs for performing all Services covered by this Agreement. The basic cost of such Services is estimated to be, and intended by the Parties not to exceed, _____ for the Initial Term. See Exhibit A, Cost Estimates. The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, K-9 expenses, and/or all other indirect costs incurred by the City and the NPD in providing the Services. The City reserves the right to request, and NPSD agrees to pay, all actual costs incurred in providing the Services, dollar for dollar, including vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.

4.2. Invoices. The City will provide to NPSD bi-monthly invoices, along with any supporting documentation such as time sheets and receipts for incurred expenses. Actual computation of applicable costs hereunder shall be made by the City Treasurer. Payments for such costs shall be made promptly by NPSD to the City within thirty (30) days of receipt of the City's invoice and supporting documentation.

4.3. Overtime. In addition to the basic costs designated in subsection 4.1 above, NPSD agrees to pay costs for any overtime incurred in the course of providing the Services under this Agreement. The City and the NPD agree that overtime incurred during the period covered by this Agreement shall be kept to a minimum. The City and NPD further agree to report overtime costs, if any, to NPSD monthly.

4.4. Salary Increases. If, during the period covered by this Agreement, an increase in salary, fringe benefits or other costs implemented as a result of a negotiation between the City and the collective bargaining organization (labor union) of the employee or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the Services covered under this Agreement, and NPSD agrees to reimburse the City to the extent of the increased costs.

4.5. Retirement. If, during the period covered by this Agreement, an officer who is currently or has been assigned to this Agreement retires from, or otherwise leaves, the employment of the NPD, NPSD agrees that it will be liable for any vacation benefit payout that has accrued while on assignment to the NPSD. NPSD will not be

liable for any vacation benefit payout accrued during periods of employment while not assigned to NPSD.

5. Taxes. The City is a Michigan Municipal Corporation, NPSD acknowledges that the City is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Agreement Administrator. The Agreement administrator for this Agreement is the City Manager (the "Agreement Administrator"). NPSD acknowledges that the Agreement Administrator is the primary City contact for notices and instructions related to this Agreement. The NPSD agrees to provide a copy of all notices related to this Agreement to the Agreement Administrator.

7. Termination. Either party may terminate this Agreement for any reason upon written notice to the other parties of not less than forty-five (45) days prior to the date of such termination. In the event of termination, the City is not liable to NPSD for any costs incurred to obtain substitute performance.

8. Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, marital status, disability, or any other protected class that is unrelated to the individual's ability to perform the duties of a particular job or position.

9. Freedom of Information Act. This Agreement and all attachments, as well as all other information submitted by NPSD to the City, are subject to disclosure under the provisions of MCL §15.231 *et seq.*, known as the "Freedom of Information Act."

10. Liability. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by Agreement or at law for claims arising out of the performance of this Agreement.

11. General Provisions.

11.1 Entire Agreement. This Agreement, consisting of the following documents and Exhibits, embodies the entire Agreement between the Parties.

11.1.1. The Agreement – This Professional Services Agreement

11.1.2. Exhibit A – Cost Estimates.

11.2. No Assignment. The City may not assign or sub-contract the Services contemplated in this Agreement without the express written consent of NPSD.

11.3. Modification. This Agreement may be modified only in a writing and signed by all Parties.

11.4. Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

11.5. Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and/or interpret any provision of this Agreement.

11.6. Governing Law and Venue. This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two (2) years of the cause of action accruing and must be brought in a court of competent jurisdiction in Marquette County, Michigan.

11.7. Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

11.8. Interpretation. Each Party has had an opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the City.

11.9. Remedies. All remedies specified in this Agreement are non-exclusive, and the Parties reserve the right to seek any and all remedies available under this Agreement and applicable law in the event of a material breach.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CITY OF NEGAUNEE

Nate Heffron, City Manager
City of Negaunee

Date: _____, 2022

NEGAUNEE CITY POLICE DEPARTMENT

Pat Ketola, Police Chief
Negaunee Police Department

Date: _____, 2022

NEGAUNEE PUBLIC SCHOOL DISTRICT

Dan Skewis, Superintendent
Negaunee Public School District

Date: _____, 2022

Exhibit A
Cost Breakdown Estimates

Base Cost

Base Salary:	\$52,000/yr
Soc Sec/Medicare:	\$4,000/yr
Pension Costs:	<u>\$23,150/yr</u>
	\$79,150.00/yr

Benefits

City Provided Insurance:	<u>2022 Rates</u>
Single	\$8,500/yr
2-Person:	\$18,750/yr
Family	\$23,350/yr
Opt Out Health Insurance:	\$5,400/yr

Overall costs range pr year

Low-end	\$84,550
High-end	\$102,500

(Number are based on the current union contract agreement, 2022 federal and state tax rates, and 2022 insurance rates)

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12th, 2022**

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Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Patrol Vehicle Lease

BACKGROUND:

The 2022 budget allocated money for a police vehicle and the required accessories from the Equipment Millage.

The Police Department secured a quote of \$39,936.00 (3 year lease) for a 2022 Chevrolet Tahoe 4wd Police Package from Berger Chevrolet who was awarded the State of Michigan contract through the MI-Deal program.

RECOMMENDATION:

Authorize the purchase of the Tahoe from Berger Chevrolet in the amount of \$39,936 with monies coming from the Equipment Millage over a three year lease with payments being approximately \$13,300 a year.

14,245.90

ALTERNATIVE:

Do not make the purchase

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$39,936.00

Number of units 1

Total Bid Amount \$39,936.00

Vehicle Description:

Year 2022

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 4/13/2022

Bid Prepared For :

Negaunee City

Price includes title fee and Delivery to Mackinaw City.
Pricing based off the State of Michigan
MIDEAL Contact # 071-B7700177



Negaunee City Police Department

Chief Patrick Ketola

319 W. Case St. – P.O. Box 70

Negaunee MI 49866

Telephone: (906) 475-4154

Fax: (906) 475-6911

www.cityofnegaunee.com/police.html

Memo

Date: 5/4/2022

To: Mr. Heffron - Negaunee City Manager

From: Pat Ketola

Subject: 2022 Chevrolet Tahoe

Mr. Heffron,

The 2022 budget allocated money for a police vehicle and accessories out of the equipment millage. The dealership awarded the contract through the State of Michigan MI-Deal program was Berger Chevrolet, who the City has acquired vehicles from several times in the past. The cost per vehicle based on the State of Michigan contract #071-B7700177 is \$39,936.00 for the 2022 Chevrolet Tahoe 4wd Police Package.

When we initially contacted Berger Chevrolet in January, we were told that due to supply chain issues, they didn't expect to begin receiving units until sometime between May and August of 2022. In April we followed up with the dealership and were advised they'd start receiving vehicles at end of April, beginning of May.

Berger Chevrolet has a vehicle set aside for us and the preliminary paperwork has been completed.

If/when the purchase is authorized by the City Council, we will be able to make arrangements with Berger Chevrolet to take possession of the vehicle and begin the process of outfitting it with the additional required equipment.

If you have any questions or concerns, please let me know.

Respectfully submitted,

Pat Ketola

Chief of Police – Negaunee City Police Department

DRAFT
Jackson Mine Park Jim Thomas Pavilion
Rental Information

9.4

Availability: The pavilion/kitchen area is available for rent daily during park hours 9am – 10pm. Booking parties must include set up and take down in rental hours.

Rental Rates: \$50/2 hours – with kitchen \$100
\$75/4 hours – with kitchen \$150

Security Deposit: \$100 * *with kitchen or all-day event.*

This fee will be returned after the rental if the venue is in the condition, it was when you arrived.

Temporary Structure fee: \$75

If you request to have exclusive use of the greenspace surrounding the pavilion with a structure (fencing, staked tent etc.), you must pay the temporary structure fee. This fee is non-refundable.

Alcohol Permit Fee: \$50 * *is this something we want to allow if so, we will need to determine a footprint for consuming alcohol and create a permit.*

Renters planning to have alcohol during their reservation time must have a completed alcohol permit on file with the City of Negaunee prior to rental date. No alcohol beverages are allowed unless a permit has been secured. The alcohol permit must be with renter for the duration of your booking. Please note, the sale of alcoholic beverages is strictly prohibited.

Amenities: Your booking includes the use of the covered pavilion and kitchen if rented. The pavilion provides 6 picnic tables and serving counter. Additional picnic tables may be available on request. A small kitchen area includes a counter, sink, refrigerator/freezer. It is the renter's responsibility to provide utensils, silverware, service ware and linens. The kitchen area and service counter must be cleaned after your rental. The attached restroom and other amenities within the park will remain open to the public.

Parking: The rental fee does not include parking; however, ample parking is available in nearby parking lots.

Refund/Cancellation Policy: *TBD*

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
May 12th, 2022**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Traffic Control Order #67 – No parking on South side of Rail St. between Gold & Division St.

BACKGROUND:

Attached is a memo from the Chief of Police describing a request for a no parking zone on the South side of Rail St. between Gold St. and Division St.

The signage proposed will notify motorists of the no parking zone and maintain a minimum street width for emergency vehicles (firetruck/ambulance) and increase pedestrian safety.

RECOMMENDATION:

It is recommended the City Council approve Traffic Control Order #67 which would make the signage permanent and authorize the appropriate individuals to sign the order.

ALTERNATIVE:

Do not approve the Traffic Control Order. Seek some other form of traffic control.

FISCAL EFFECTS:

Cost of signs.

Signature Page

Order #59



Traffic Engineer/Chief of Police



Date

Installer's Signature

Date

City Clerk

Date

Date Approved by City Council: _____

Proposed No Parking area

South side of Rail St. between Gold St. and Division St.

Legend





Negaunee City Police Department

Chief Patrick Ketola

319 W. Case St.

Negaunee MI 49866

Telephone: (906) 475-4154 Fax: (906) 475-6911

www.cityofnegaunee.com/police.html

Memo

Date: 5/3/2022

To: Mr. Heffron - Negaunee City Manager

From: Pat Ketola

Subject: TCO #67 - No parking on South side of Rail St. between Gold St. and Division St.

Mr. Heffron,

Traffic Control Order (TCO) #67 is being presented for your review and approval by the City Council. The order has been created due to haphazard parking on Rail St. between Gold St. and Division St. which at times has created a very narrow roadway unable to accommodate emergency response vehicles (firetruck/ambulance) and limited visibility of those utilizing the Iron Ore Heritage Trail.

Additionally, damage has already occurred to one of the new streetlamp posts where an unknown person has backed into it.

After viewing the area and speaking with both yourself and DPW Director Mark Daavettila, the proposed signage is prudent to increase motorist/pedestrian safety and limit additional damage to infrastructure.

A map highlighting the changes to the roadway is attached.

If you have any questions or concerns, please let me know.

Temporary Traffic Control Order #67 was enacted on 5/3/2022, but is limited to 90 days. The order will need to be approved by the City Council to become permanent.

Respectfully submitted,

Pat Ketola

Chief of Police – Negaunee City Police Department



RECREATIONAL LAND USE AGREEMENT
CITY OF NEGAUNEE AND ISHPEMING SKI CLUB

This Recreational Land Used Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, (the "Effective Date") by and between City of Negaunee (the "Grantor") whose address is 319 W. Case Street, Negaunee, MI, 49866 by and through the City Council, and Ishpeming Ski Club, Inc., a Michigan Nonprofit corporation whose address is 14 River Run Rd., Negaunee, MI 49866 (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain real property (hereinafter, the "Property") located in Marquette County, Michigan and more particularly described generally in Exhibit A; and

WHEREAS, the purpose of this Agreement is to authorize the Grantee to utilize that portion of the Property described and identified on Exhibit B for the recreational purpose(s) as defined below (the "Recreational Area"); and

NOW THEREFORE, in consideration of the mutual covenants and agreement set forth herein, the foregoing recitals, which are hereby restated and incorporated herein by reference, and other valuable consideration, the parties agree as follows:

TERMS

1. **Scope and Use.** The Grantor hereby gives Grantee the right to use, develop, manage, maintain, operate, improve, and finance the Recreational area to support the following uses: Cross-country skiing, hiking, mountain biking, and recreational activities already established by the Grantee. Grantor and Grantee may agree upon additional uses subject to the requirements of Paragraph 6, Modification.
2. **Term.** This Agreement shall be for a term of five (5) years from the date of execution by the parties.
3. **Rent Payment.** The rent payment for this Agreement shall be \$1.00, payable to the City of Negaunee within 30 days of execution of this Agreement.
4. **Modification.** This Agreement may be modified only by a written agreement signed by both parties.
5. **Renewal.** Prior to the end of the five year lease term, the parties agree to confer and mutually determine whether they will renew, modify or terminate the Agreement.
6. **User Fee.** Grantee may, at its discretion, charge a reasonable fee for a general use permit for Special Events. A Special Event is a gathering of human beings, generally lasting from a few hours to a few days, designed to celebrate, honor,

discuss, sell, teach about, participate in, encourage, observe or influence human endeavors.

7. Public Special Event. Grantee shall hold one (1) public Special Event annually for the public good during the Term of the Agreement. Notice of same shall be made, in writing, to the City Manager of Negaunee at least thirty (30) days prior to the Special Event.

8. Termination. The Grantor may, at its sole discretion, terminate the Agreement if the Grantee is found to be in breach with the terms set forth herein and/or any amendments thereafter, or if it is determined, in the Grantor's sole discretion, that termination of the Agreement is necessary to ensure the health, safety and welfare of the City, its populous or visitors. The Grantee is responsible for the return of all equipment owned by the Grantor to the Grantor, and for the removal of all equipment, fixtures and personal property not owned by the Grantor within sixty (60) days of receiving notice that the Grantor is terminating the Agreement or upon actual constructive notice of non-renewal of the Agreement.

9. Insurance. Grantee shall maintain at all times during this Agreement, at its sole expense, liability insurance protecting and insuring Grantee and Grantor from all claims for injury or damage to person or property arising out of the use of the Property by Grantee. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 /Dollars (\$500,000) for property damage. Grantor shall be named as additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance. Further, Grantee shall provide Grantor proof of such coverage as a condition precedent to this Agreement, and before it becomes enforceable. Said insurance shall not be cancelled or coverage reduced without the insurance carrier giving sixty (60) days written notice to Grantor.

10. Defend, Hold Harmless and Indemnify. Grantee shall defend, hold harmless and indemnify Grantor against any and all claims and actions arising out of or related to any activities contemplated by or in this Agreement, or any occurrences or omissions related thereto.

11. Assign and Sublet. Grantee shall not assign or sublet this Agreement in whole or in part to other entity without the prior written approval of Grantor. The parties further agree that the rights granted under this Agreement shall not create in the public or any user of the Property any interest in the Recreational Area, nor shall any use ripen into adverse possession or similar equitable or legal claim for title to the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day

and date as set above.

GRANTOR:

Nate Heffron
Manager, City of Negaunee

Dated: _____, 2022

GRANTEE


Richard Ziegler
President, Ishpeming Ski Club, Inc.

Dated: _____, 2022

City of Negaunee Property

W 1/4 of NW 1/4 EXC ROW & EXC PORTION LYGW OF CLIFFS DR & EXC PORTION LYG S OF CO RD. - APPROX 17 ACRES. (PARENT PARCEL)

Legend

 City

Possible [unclear]



Uses of City of Negaunee parcel

A portion of the Red Loop, which is part of the Norman Juhola Trail System (NJTS), which is maintained and groomed by the Ishpeming Ski Club (ISC), passes through the parcel.

Trail passes are not required to use the NJTS. Donations to the ISC are recommended.

Uses include the following:

1. Used in winter as a recreational cross country ski trail by the general public, the ISC Nordic Ski Team, ISC Youth XC Ski Program, local adult learn-to-ski program supported by the ISC and West End Ski & Trail.
2. Used for competitive XC ski events including Marquette County Cup Series (both the middle-school distance races and the middle/high-school relay races), U.S. Cup Nordic Combined races (part of the ISC Annual Ski Jumping Tournament), Central Division Junior National Qualifier Nordic Combined races, World Junior Qualifier Nordic Combined races, Meijer State Games XC Ski Races, ISC Citizen XC ski races.
3. Spring/Summer/Fall uses include possible trail for Cliffs Autumn Classic 5km/10km running race (open to the public), ISC Nordic Ski Team dryland training, mountain biking, many dog-walkers and people out hiking.

Trail Maintenance:

The ISC installed a gate on the east end of the Red Loop in spring 2021 with the intent of keeping wheeled vehicles off the trail. However, there is no gate on the west end of the loop yet.

1. Level rutted sections of the trail as needed.
2. Yearly – cut encroaching brush and overhanging branches. As needed – cut and removed downed trees; address drainage issues that may develop.
3. Summer/Fall – mow the trail using either a tractor-mounted rotary and/or flail mower.
4. Winter – groom snow to create a skate lane and set classic tracks using either Skandic Superwide Track snowmobiles pulling a roller or TiddTech trail groomer, or using a PistenBully snowcat with tiller.
5. Maintain and update trail maps at map kiosk locations.