

AGENDA
CITY OF NEGAUNEE REGULAR MEETING
JUNE 8, 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. NEW BUSINESS**
 - 6.1 USDA DRAW #7 – PHASE I WATER PROJECT**
 - 6.2 SPARK GRANT RESOLUTION – CAMPGROUND**
 - 6.3 LOADER REPAIRS**
 - 6.4 FIRE HALL ROOF REPAIRS**
 - 6.5 CITY HALL CHIMNEY BIDS**
- 7. CONSENT AGENDA**
 - 7.1 MINUTES – MAY 11, 2023 SPECIAL MINUTES, MAY 11, 2023 REGULAR MINUTES, MAY 23, 2023 SPECIAL MINUTES**
 - 7.2 CLAIMS AND ACCOUNTS**
 - 7.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 7.4 TCO RAIL STREET PARKING**
 - 7.5 HOCKEY VENDING MACHINE AGREEMENT**
 - 7.6 ARMY CORPS AGREEMENT – MAAS STREET**
- 8. PUBLIC COMMENT (3 min. limit)**
- 9. COUNCIL COMMITTEES**
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY
- 10. ADJOURNMENT**

6.1

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #7 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #7 in the amount of \$526,475.81.

UP Engineers \$34,177.50

Oberstar \$492,298.31

RECOMMENDATION:

To approve USDA Draw Request #6 Resolution in the amount of \$526,475.81

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	\$ 2,057.50
	Additional	-
	Resident Engineering	<u>\$ 32,120.00</u>
	UPEA Total:	<u>\$ 34,177.50</u>
Contractor	Oberstar, Inc.	<u>492,298.31</u>
	Subtotal:	<u>\$ 492,298.31</u>
Total RD Draw Requested:		\$ 526,475.81

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 _____, 2023.

Judy Iwanski, Clerk

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
5/1/2023

Name of Borrower City of Negaunee

Items	Amount of Funds
Development	\$
Contract <u>Oberstar, Inc</u>	492,298.31
Contract _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	34,177.50
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 526,475.81

Prepared by City of Negaunee *Name of Borrower*

By _____

Dave Kangas, Mayor

Date 6/8/23

Approved by _____

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

City of Negaunee
 PH 1 Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 7TH RD DRAW REQUEST
 6/8/2023

Engineering (UPEA):	Basic	\$	2,057.50
	Additional	\$	-
	Resident Engineering	\$	32,120.00
	UPEA Total:	\$	34,177.50
Contractor:	Oberstar, Inc	\$	492,298.31
		Subtotal:	\$ 492,298.31
		Total RD Draw Requested:	<u>\$ 526,475.81</u>

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AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023

Public Hearing Agenda Items Consent Agenda

To: Spark Grant Resolution – Campground

BACKGROUND:

See attached resolution authorizing the submission of an application for the Negaunee Campground in the amount of \$1,000,000 with a commitment from the City of a \$141,102 match.

RESOLUTION OF AUTHORIZATION – LOCAL UNIT OF GOVERNMENT MATCH WITHOUT DONATED FUNDS

WHEREAS, The City of Negaunee supports the submission of an application titled, “Negaunee Campground” to the Spark grant program for the proposed municipal campground located on the Iron Ore Heritage Trail at 200 CR 480 Negaunee, MI; and,

WHEREAS, The City of Negaunee is hereby making a financial commitment to the project in the amount of \$ 141,102 matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Negaunee hereby authorizes submission of a Spark Application for \$1,000,000, and further resolves to make available its financial obligation amount of \$141,102 (12%) of a total \$1,141,102 project cost, during the 2024-2025 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of the City of Negaunee at their regular meeting held on 6/08/2023, at 6:30 p.m. in the City of Negaunee, with a quorum present.

Dated: _____

Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023**

~~6.3~~

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: DPW Case Loader #106 - Repair

BACKGROUND:

The City of Negaunee DPW 2007 Case Loader #106 had mechanical issues and became unusable until repairs are performed. The DPW then transferred the loader to Miller Bradford to evaluate the loader and give an estimate to perform the repairs. Miller Bradford provided an estimate of \$17,989.48. The service estimate is attached.

This expense is not budgeted.

RECOMMENDATION:

Approve this emergency repair and have Miller Bradford perform the repairs in the amount of \$17,989.48 with monies being paid out of the DPW Vehicle Maintenance line item.

ALTERNATIVE:

No alternatives.

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023**

Public Hearing x Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Fire Dept. Building Drain System Leaking

BACKGROUND:

During spring melt this year the roof drain showed signs of Leaking so we called Prime Specialty Contracting to inspect and advise on repairs needed. Roof drain piping and drains are badly rusted causing the leaks. On April 1st there was a storm with about 3 feet of heavy/wet snow. The next several days of warmer weather caused it to melt, that amount of water caused the leak to become worse, leaking through the ceiling in the upstairs of the station causing the inner ceiling to become saturated with water and fall in.

This repair was estimated to be \$9,715.00. Due to the chance of further damage to the main ceiling when it rains this is an Emergency Repair and I was given direction from the Manager to get it repaired.

This repair is not budgeted.

RECOMMENDATION:

Accept the Emergency Repair Quote from Prime Specialty Contracting with monies coming from the Fire Hall Repairs line in the amount of \$2,500 and also draw down the fund balance of the Building Fund by \$7215 to pay for this repair.

902 W. Baraga Avenue
Marquette, MI 49855
Office: 906.226.8381
Email: Office@PrimeMQT.com



Prime Specialty Contracting, LLC
Prime Mechanical Contracting
Prime Plumbing, Heating, & Cooling
Prime Metals & Materials

May 12, 2023

TO: Negaunee City Fire Department

ATTN: Rich Uren

RE: **Emergency Drain Piping Repairs**

We appreciate the opportunity to provide our proposal to correct leaks and repair the piping within your building drain systems as discussed during our site walk.

Lump Sum Price \$ 9,715⁰⁰

Our team at Prime appreciates this opportunity. Should you have any questions, or if you would like to discuss, never hesitate to call.

Sincerely,

Nathan Williams
Associate Project Manager

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: City Hall Chimney Bids

BACKGROUND:

The City of Negaunee City Hall chimney is in need of tuckpointing. The 30 foot section that extends above City Hall roofline will be tuckpointed; this work will require a contractor with large boom truck capable of reaching this height.

Bids were advertised for the repair of the City Hall Chimney. One bid was received from Closner Construction in the amount of \$15,145.

This repair is not budgeted.

RECOMMENDATION:

Approve the bid from Closner Construction in the amount of \$15,145 for the chimney repair with monies being paid by the drawdown of the fund balance of the Building Fund.

ALTERNATIVE:

No alternatives.

**MINUTES
CITY OF NEGAUNEE SPECIAL MEETING
MAY 11, 2023**

DRAFT
7.1

A Special Meeting of the Negaunee City Council was held on Thursday May 11, 2023 @ 5 p.m. in the Negaunee Senior Center.

Members Present: Mayor Kangas, Council Members Stagliano, Ilmonen, Smith, LaLonde (arrived at 5:05 p.m.), and Howard

Members Absent: Council Member Karki

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Gary Nelson, DDA Chairman addressed the Council in support of the Downtown project and thanked Mona and Nate.

Ryan Nummela, Campfire Coffee owner addressed the Council in support of the Downtown project.

Brice Sturmer Veladrom Coffee and soon to be sandwich shop business owner addressed the Council in support of the downtown project.

Jon Becker a co-owner of Love and Bicycles addressed the Council in support of the downtown project.

Blake Becker co-owner of Love and Bicycles addressed the Council in support of the downtown project.

Mike Ridenour Jackson's Pit and downtown homeowner addressed the Council in support of the downtown project.

MaryBeth Kurtz Midtown Bakery owner addressed the Council in support of the downtown project.

Anna Mattson addressed the Council in support of the downtown project.

Bill Anderson Depot business owner addressed the Council in support of the downtown project and asked that parking concerns be addressed.

Don Schinella addressed the Council in support of the downtown project.

PUBLIC HEARING – RECONFIGURATION OF MARQUETTE ST., TOBIN ST., LINCOLN ST., AND PIONEER AVE AS NON-MOTORIZED OR CONFIGURED TO SUPPORT SAID PROJECT

Mayor Kangas opened the public hearing. No one from the public wished to comment. Mayor Kangas closed the public hearing.

DOWNTOWN STREETScape PROJECT SUPPORTING AND FINANCIAL DOCUMENTS

City Manager Heffron gave a brief overview of the entire project.

A motion was made by Council Member Smith and supported by Council Member Stagliano to support the resolutions and supporting documents.

Representatives from SAIL, Lake Superior Community Partnership and 906 Technologies addressing the Council in support of the project.

Council Member LaLonde commented on Chiri Park and the parking spaces there.

Council Member Smith commented on parking and this was a great thing for the downtown.

Council Member Stagliano commented on the project and that he is favor of it.

Mayor Kangas commented that Negaunee is improving and that it is a great project.

Council Member Howard commented on the project and that there are other streets that need to get done as well.

The following roll call vote was taken on the resolution below:

Aye: Council Members Stagliano, Ilmonen, Smith, LaLonde, and Mayor Kangas

Nays: Council Member Howard

The motion passed on a 5-1 vote.

**CITY OF NEGAUNEE
RESOLUTION TO SUPPORT AND APPROVE THE NEGAUNEE DOWNTOWN
ENHANCEMENT PROJECT AND RELATED ACTIONS**

WHEREAS, the City of Negaunee, Michigan (the "City") is committed to the economic development of its downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is committed to job growth, creation, and stabilization.

WHEREAS, the City is committed to developing new means to deal with the negative economic impacts associated with COVID or similar public health emergencies that may arise in the future.

WHEREAS, the City is committed to the preservation of our historic Downtown and its buildings, as well as preserving the elements of the City's mining history.

WHEREAS, the City is committed to the success of its newly established Social District.

WHEREAS, the City is in full support of the Downtown Enhancement Project, A project made possible through a Redevelopment and Placemaking Grant, issued by the Michigan Economic Development Corporation in the amount of \$885,261.00.

WHEREAS, the City is committed to its Downtown Plan, developed by the Negaunee Citizens Downtown Advisory Council, reviewed, and recommend for approval by the Negaunee DDA, Negaunee Parks and Recreation Commission, and the Negaunee Planning Commission, and accepted by the Negaunee City Council.

WHEREAS, the City believes it is in the interest of health, safety and well-being of its residents, business and visitors to encourage uses of its Downtown buildings for both commerce and habitation.

WHEREAS, the City supports the creation and rehabilitation of its properties to provide welcoming spaces that the public can enjoy.

WHEREAS, the City supports the installation of a fiber network to the Downtown to provide business and residents with competitive and reliable internet options.

WHEREAS, the City supports inclusion of those with mobility disabilities to have uninhibited access to the Downtown through the improvement of public infrastructure.

WHEREAS, the City continues to support its Complete Streets Ordinance, which supports the concept of a walkable community.

WHEREAS, the City finds and concludes public recreation to be an asset to the community and that this Enhancement Project supports public recreation.

WHEREAS, the City finds this Enhancement Project will further support, enhance and encourage public festivals, celebrations, and commemorations.

THEREFORE, BE RESOLVED that the Negaunee City Council approves the Negaunee Downtown Enhancement Project, and hereby also approves the following Resolutions, actions and details related thereto, which are incorporated herein by reference:

1. Exhibit A: Resolution to Enter into and Sign Revitalization and Placemaking Program Grant Agreement, and attached Grant Agreement;
2. Exhibit B: Resolution to Adopt Project Design;
3. Exhibit C: Resolution to Adopt Project Budget and Expenditures for the Negaunee Downtown Enhancement Project;
4. Exhibit D: Resolution to Award Bids with Criteria;
 - a. Outdoor Lighting and Custom Banners;
 - b. Outdoor Natural Gas Fire Pits;
 - c. Outdoor Interpretive Signage;
 - d. Custom Iron and Artwork;
 - e. Custom Movable Platform System;
 - f. Custom Tree Grates and Guards with Custom Bench;
 - g. Custom Benches and Planters;
 - h. Level 2 Outdoor Vehicle Charging Stations;
 - i. Commercial Contract Services: Electrician;
 - j. Outdoor Furniture and Park Amenities;
 - k. Bike Shelter;
 - l. Light poles;
5. Exhibit E: Resolution to Declare Public Locations, and attached map;
6. Exhibit F: Resolution to Approve Water Lateral Installation Grant, and attached Grant Guidelines, related application and map;

7. Exhibit G: Change Order approval;
8. Exhibit H: Resolution to Make Portions of Selected Streets of the Downtown Enhancement Project Non-Motorized or Configured to Support the Project, and attached map;
9. Exhibit I: Resolution to Allow City Manager to Approve Limited Change Orders of \$5,000.00 or Less; and
10. Exhibit J: Resolution to Enter into Agreement with TV6 for Development of Promotional Materials Documenting the Negaunee Downtown Enhancement Project, and attached Agreement.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL COMMENT

Council Member Ilmonen commented on the intersection at the top of Iron Street.

Council Member LaLonde thanked everyone.

ADJOURNMENT

There being no further business to discuss a motion was made by Council Member Ilmonen supported by Council Member Smith and unanimously carried to adjourn the meeting at 6:18 p.m.

Ann Ducoli
Deputy Clerk

**MINUTES
CITY OF NEGAUNEE REGULAR MEETING
MAY 11, 2023**

DRAFT

A Regular Meeting of the Negaunee City Council was held on Thursday May 11, 2023 at 6:30 p.m. in the Negaunee Senior Center.

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

Members Absent: Council Member Karki

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Steve Lahti addressed the Council on the water project on Iron Street and stated that it had already been done in the late 1990's.

Richard Contois addressed the Council regarding the bad shape his road is in on Truscott.

CHIEF OF POLICE HEALTH CAR REQUEST

A discussion was held. No action was taken.

MDARD GRANT AGREEMENT – DOWNTOWN WATER PROJECT

A motion was made by Council Member Smith and supported by Council Member LaLonde to approve the MDARD Grant Agreement and provide the 30% match.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 6-0 vote.

MDARD GRANT MATCH – HOUSING TASKFORCE

A motion was made by Council Member Ilmonen, supported by Council Member Stagliano and unanimously carried to contribute \$5,000 toward the MDARD Housing Taskforce grant match.

USDA DRAW #6 – PHASE I WATER PROJECT

A motion was made by Council Member Smith, supported by Council Member Howard and unanimously carried to approve draw request #6 in the amount of \$14,103.85.

CEMETERY TREE BIDS

A motion was made by Council Member Lalonde, supported by Council Member Howard and unanimously carried to award the low bid to Coleur Contractin in the amount of \$24,600 with monies coming from the Perpetual Care Fund.

WATER TOWER BIDS

A motion was made by Council Member Smith, supported by Council Member LaLonde and unanimously carried to award the low bid to Fedewa Inc in the amount of \$244,000 with monies being paid out of the Water Fund.

SUBSTATION RECLOSER BID

A motion was made by Council Member Smith, supported by Council Member Howard and unanimously carried to award the low bid to RESCO in the amount of \$121,836 with monies being paid from the substation bonds.

CONSENT AGENDA

A motion was made by Council Member Ilmonen, supported by Council Member Stagliano and unanimously carried to approve the Consent Agenda as follows: April 13th regular minutes, April 26th joint minutes, April 26th special minutes, Claims and Accounts in the amount of \$525,625.69 (checks #85264-85400), Revenue/Expenditure Trial Balance Reports, Protecting Michigan Pension Grant Application, Coleman Engineering Agreement – Buffalo Road Project.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL COMMENT

Council Member Stagliano commented on the downtown project.

Council Member Smith commented on the project, substation grant funding, water tower and cemetery cleanup.

Council Member LaLonde commented on the friends of the cemetery.

Council Member Howard commented on the roads needing paving.

Mayor Kangas thanked everyone for their comments.

CITY MANAGER

Manager Heffron commented that they are working as fast as they can at the cemetery, the VISTA, a special meeting the following week, the USDA Phase I water project and that Truscott Street is being added to the project.

ADJOURNMENT

There being no further business to discuss a motion was made by Council Member Ilmonen, supported by Council Member Stagliano and unanimously carried to adjourn the meeting at 7:08 p.m.

Ann Ducoli
Deputy Clerk

**MINUTES
CITY OF NEGAUNEE SPECIAL MEETING
MAY 23, 2023**

DRAFT

A Special Meeting of the Negaunee City Council was held on Tuesday May 23, 2023 at 6 p.m. in the Negaunee Senior Center.

Members Present: Mayor Kangas, Council Member Stagliano, Ilmonen, Smith, Lalonde, and Howard

Members Absent: Council Member Karki

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Emmy Wiig addressed the Council in support of the VISTA and concerns with its use.

Dale Weingarten addressed the Council in support of the VISTA and that it is important to continue its use.

Diane Darlington addressed the Council in support of the VISTA and that it is important to the community.

Lisa Bowers addressed the Council in support of the VISTA and appreciated the discussions.

VISTA THEATER

A motion was made by Council Member Smith and supported by Council Member Stagliano to approve the Contingent Purchase Agreement and the Access and Stabilization Agreement.

The following roll call vote was taken:

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

Nays: Council Member Howard

The motion passed on a 5-1 vote.

COUNCIL COMMENT

Council Member Stagliano commented that the VISTA agreements are a good decision and that it is not being torn down

Council Member Smith commented that City is not out significant money and this gives us other options.

Council Member Howard agreed its beautiful but that there are unknown issues and there has to be ways for it to be profitable before moving forward.

Council Member LaLonde commented that it is worth a try to fix it because ultimately it would be the City's problem.

Mayor Kangas stated that he hopes everyone is enjoying the weather.

ADJOURNMENT

There being no further business to discuss a motion was made by Council Member Ilmonen, supported by Council Member Howard and unanimously carried to adjourn the meeting at 6:35 p.m.

Nate Heffron
City Manager

7.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8th, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Traffic Control Order #69 – Parking restrictions on Rail St.

BACKGROUND:

Attached is a memo from the Chief of Police describing a request for a no parking zone in the area of the Gold/Rail St. intersection.

The proposed signage will alleviate any confusion for motorists and keep them from parking in the yard of private property located at 420 Rail St. (Northern Design Works).

RECOMMENDATION:

It is recommended the City Council approve Traffic Control Order #69 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.

City of Negaunee
TRAFFIC CONTROL ORDER

ORDER NUMBER: 69

DATE OF ORDER: 5/22/2023

I have made an investigation of traffic conditions on north side of Rail St. between the Silver St. viaduct and the Gold St. intersection and as a result of said investigation, do hereby direct that:

No parking signs be placed to prohibit parking along the north side of Rail St. between the Silver St. viaduct and Gold St. intersection.

Purpose: The current lack of signage and narrow road width in this area is apparently confusing motorists as they are parking their vehicles off the roadway and in the yard of private property located at 420 Rail St. (Northern Design Works).

The following Traffic Control Order(s) is/are hereby rescinded: Not Applicable

This order shall expire ninety (90) days from the date of filing except that upon its approval by the City Council, it shall not so expire.

Signature Page
Order # 69

Traffic Engineer/Chief of Police

Date

Installer's Signature

Date

City Clerk

Date

Date Approved by City Council: _____



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VENDING AGREEMENT

This sets forth the agreement (the “**Agreement**”) between Eleventh Hour Vending, LLC, a Michigan limited liability company with an office located at 118 E Ohio Street, Marquette, MI 49855. (“**Company**”) and the City of Negaunee, 319 W Case St, Negaunee MI 49866. (“**Customer**”) relating to the vending of hockey products in, around, or on each of the buildings, grounds or properties of locations currently or during the Term owned, managed or operated by the Customer (“**Location**”). Location being the Negaunee Ice Arena.

1. **Term.** The term of this Agreement will be for a period of one year (1), commencing on August 1, 2023 and expiring on July 31st, 2024 (the “**Term**”). As used in this Agreement, the capitalized term “**Year**” shall mean each one (1) year period during the Term, commencing on the first day of the Term or an anniversary thereof.

2. **Renewal.** This Agreement shall automatically renew for additional periods of one (1) Year each unless contrary written notice is given by either party at least sixty (60) days prior to expiration of the initial Term or any renewal thereof.

3. **Exclusive Vending Machine Placement.** Customer agrees to permit only those vending machines placed and operated by the Company to operate at the Location. Products manufactured, sold or distributed by the Company (“**Products**”) shall be offered for resale only through the Vending Machine. Customer represents and warrants, and undertakes to ensure, that the hockey products sold through the Vending Machine shall be the products advertised, promoted, identified, offered for sale or otherwise made available at the Location during the Term.

4. **Commissions.** In consideration of the rights granted by Customer hereunder and provided that the Customer is in full compliance with its obligations hereunder, Company agrees to pay to Customer a commission of 5% on all items, less any applicable fees, deposits and taxes (“**Commissions**”). Commissions will be paid annually at the end of each term.

5.

Products	Minimum Vend Price	Comm.
Hockey Products	1.00-Variable Prices	5%

(b) Vend Price. The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Company shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending price for similar accounts operating in the relative geography.

6. **Maintenance and Repair.** Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access the Vending Machine. Company shall use its commercially reasonable efforts to keep the Vending Machine in good working order and condition at all times during the Term. Company shall have the exclusive right to repair, replace, refurbish, move or remove the Vending Machine, at its sole discretion. Notwithstanding the foregoing, Customer agrees to use its best efforts to keep the Vending Machine in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, Customer agrees to promptly notify Company of any need for repair or service, of any consumer complaints respecting the Vending Machine. Customer further agrees to fully cooperate with Company in effecting any necessary repairs or service, or in addressing any consumer complaints received.

ELEVENTH HOUR VENDING

7. **Risk of Loss: Vandalism.** Except as is reasonably attributable to the acts or omissions of Customer's personnel or other contractors, Company shall bear the risk of loss to the Vending Machine and any Products or monies contained therein from theft or vandalism while the Vending Machine is placed at the Location provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Company shall specifically have the right to remove or move the Vending Machine.

8. **Default and Termination.** In the event either party breaches a material provision hereof (such breach referred to as a "*Default*"), the non-breaching party shall give the other party written notice of such Default. In the event the Default is remedied within thirty (30) days from the date notice is received, the notice shall be null and void. If such Default is not remedied within the specified 30-day period, the non-breaching party may terminate this Agreement upon the expiration of such remedy period upon an additional thirty (30) days prior written notice. In addition, the rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

9. **Rights Upon Termination.** Upon termination of this Agreement by either party, Customer shall permit Company reasonable access to the Location, free from any claims of trespass, for purposes of removing the Vending Machine and any other Company property at the Location within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machine and property is removed, Customer's obligations with respect to care of the Vending Machine shall continue as set forth herein, and Customer shall be responsible to Company for all costs and expenses associated with damaged Vending Machine or missing pieces/equipment, excepting reasonable wear and tear. Company shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machine, excepting reasonable wear and tear and any damage which may have occurred which was beyond Company's reasonable control and/or anticipation.

10. **Confidentiality.** Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement or any information respecting sales or revenue of the Vending Machine, during the Term or thereafter. This obligation shall survive termination of this Agreement.

11. **Assignment/Successors in Interest.** To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Company and the Customer and its respective successors and permitted assigns. The Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Company, which consent may be withheld at its sole discretion.

12. **Entire Agreement; Modification; Waiver.** This Agreement contains the entire understanding and agreement between the parties hereto regarding the placement of Vending Machine at the Location and supersedes all other agreements between the parties respecting such. The provisions of this Agreement may only be amended, modified or waived by written statement, signed by each of the parties.

13. **Representations and Warranties.** Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

ELEVENTH HOUR VENDING

ACCEPTED AND AGREED:

ELEVENTH HOUR VENDING, LLC	City of Negaunee
By: <u>Jerad Patterson</u>	By: _____
Name: <u>Jerad Patterson</u>	Name: _____
Title: <u>Owner</u>	Title: _____
Date: <u>5-12-2023</u>	Date: _____

7.6

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
June 8, 2023**

Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- Amy Corps of Engineers Agreement

BACKGROUND:

This proposed agreement will provide \$360,000 in federal funding to alleviate stormwater issues along E. Mass Street where flooding occurs each Spring. The project will put in place a stormwater line that will redirect the stormwater off and away from the street. When awarded, a match of \$120,000 will be required.

Note that it's the city's strong opinion that a third party is responsible for the storm runoff that has been causing this issue. We hope to get them to agree to pay for the match.

The City Manager is asking for approval to sign this agreement and seek cooperation from the third party in question.

RECOMMENATION:

Approve the proposed agreement and make available funds from the Major Streets Funds in the amount of \$120,000 if needed.

ALTERNATIVE:

None.