

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

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. UNFINISHED BUSINESS**
 - 6.1 DPW UNION CONTRACT LANGUAGE AMENDMENT**
 - 6.2 BUDGET ADJUSTMENTS – 2023 WAGES**
- 7. NEW BUSINESS**
 - 7.1 USDA DRAW #5 – PHASE I WATER PROJECT**
 - 7.2 BOND AUTHORIZING RESOLUTION – SUBSTATION PROJECT**
 - 7.3 1ST READING – PROPERTY MAINTENANCE CODE CHAPTER #153**
 - 7.4 1ST READING – WELLS CHAPTER #51**
 - 7.5 RFP – SURVEY AND ENVIRONMENTL ASSESSMENT WORK**
 - 7.6 BUFFALO RD SEWER PROJECT – RE BID**
 - 7.7 PROFESSIONAL SVC AGR – SCHOOL RESOURCE OFFICER**
- 8. CONSENT AGENDA**
 - 8.1 MINUTES – JANUARY 12, 2023 REGULAR MINUTES**
 - 8.2 CLAIMS AND ACCOUNTS**
 - 8.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 8.4 SAFE ROUTES TO SCHOOL GRANT APPLICATION**
 - 8.5 POVERTY EXEMPTION GUIDELINES AND ASSET TEST**
 - 8.6 IRON ORE HERITAGE AUTHORITY BOARD APPOINTMENT**
- 9. PUBLIC COMMENT (3 min. limit)**
- 11. COUNCIL COMMITTEES**
 - COUNCIL MEMBERS**
 - CITY MANAGER**
 - CITY ATTORNEY**
- 12. CLOSED SESSION – PER SEC 15.268 (E) PENDING LITIGATION – MICHELSON LITIGATION**
- 13. ADJOURNMENT**

6.7

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

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

To: DPW Union Contract Language Amendment

BACKGROUND:

Enclosed is the contract language that was approved by the Council at the December 19, 2022 meeting. The amended language is also attached.

New

**City of Negaunee
DPW Employees**

**Chapter of Local 1415
MI Council 25, AFSCME AFL-CIO**

PROPOSAL FOR WATER LICENSE STIPEND

Water Distribution License

All employees who carry a license shall be paid in accordance with the specific license they hold and added to their hourly rate of pay, including all overtime hours worked.

★Note: For the life of this contract which expires on December 31, 2026 the stipends paid shall not be compounding. After December 31, 2026 the language shall revert back to the previous practice of compounding the stipends unless the parties negotiate another agreement.

**While holding a
Water/Sewer position**

**Water License not in the
Department**

S – 2	\$2.45	S – 2	\$1.70
S – 3	\$1.35	S – 3	\$0.85
S – 4	\$0.60	S – 4	\$0.35

The Union reserves the right to change, alter or modify its proposal at any time

old

**APPENDIX A
WAGE SCHEDULE**

<u>Classification</u>	<u>Jan. 1, 2023</u>	<u>Jan. 1, 2024</u>	<u>Jan. 1, 2025</u>	<u>Jan. 1, 2026</u>
<u>Increase across the board</u>	Electric Dept. 18% All others 9%	3%	3%	3%
Electrical Department Foreman	\$39.09	\$40.17	\$41.28	\$42.42
Licensed Journeyman Lineman	\$36.09	\$37.17	\$38.28	\$39.42
Hot Apprentice with 5,000 hours	\$32.04	\$33.00	\$33.99	\$35.00
Hot Apprentice with 3,000 hours	\$29.41	\$30.29	\$31.19	\$32.12
Line Technician II	\$26.90	\$27.70	\$28.53	\$29.38
Public Works Foreman	\$27.80	\$28.54	\$29.30	\$30.08
Public Works Leadman	\$26.30	\$27.04	\$27.80	\$28.58
Mechanic Foreman	\$27.80	\$28.54	\$29.30	\$30.08
Time Keeper-Warehouse Clerk	\$25.03	\$25.78	\$26.55	\$27.34
Shop Mechanic	\$24.80	\$25.54	\$26.30	\$27.08
Heavy Equipment Operator	\$24.80	\$25.54	\$26.30	\$27.08
Water/Sewer Dist. Foreman	\$27.80	\$28.54	\$29.30	\$30.08
Water Sewer Laborer	\$24.80	\$25.54	\$26.30	\$27.08
Sexton	\$25.15	\$25.90	\$26.67	\$27.47
Parks and Recreation Crew Leader	\$25.15	\$25.90	\$26.67	\$27.47
Custodian	\$24.40	\$25.13	\$25.88	\$26.65
Customer Service Representative / Utility Billing Clerk	\$23.76	\$24.47	\$25.20	\$25.95
Parks and Recreation Laborer	\$24.38	\$25.11	\$25.86	\$26.63

January 1, 2023 \$500 signing bonus

WATER DISTRIBUTION LICENSES

While holding a Water/Sewer position

Water license carrier not in the Department

S-2 - \$1.10
S-3 - \$.75
S-4 - \$.60

S-2 - \$.85
S-3 - \$.50
S-4 - \$.35

6.2

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

Public Hearing Agenda Items Consent Agenda

To: City Staff Wage Increases

BACKGROUND:

Union contracts were approved by the Council on December 19, 2022. The attached requested Budget Adjustments are needed to reflect the changes.

Following is a summary of the increases:

Union Contract Employees:

**Police Contract: 10% Patrolman
 14% Sergeant**

City Hall Contract: 9%

DPW Contract: 8%

Electrical Dept: 18%

Non-Union Employees:

Police Chief: 6%

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

RECOMMENATION:

Approve the requested Budget Adjustments so the Budget is in line with the associated Payroll costs by drawing down the Fund Balances of the following Funds:

General Fund: \$223,326 (increase of \$180,185)

Electric Fund: \$1,097,865 (increase of \$97,925)

Sewer Fund: \$1,087,139 (increase of \$15,600)

Water Fund: \$431,563 (increase of \$23,425)

Also remove the budgeted pickup truck in the Electric, Sewer, Water Funds for \$14,000 each.

2023 General Fund Budget Adjustments Wages

		101 General Fund	Budget	Budget Adj	Budget Rev Offset	Adj Budget
Revenues						
699.103	From Gen Fund Reserves		\$43,141		\$180,185	\$223,326
Dept 172	City Manager					
702.000	Personal Svcs		\$42,150	\$2,550		\$44,700
704.000	Part-Time Salaries		\$2,650	\$175		\$2,825
713.000	Soc Sec & Medicare		\$5,000	\$300		\$5,300
718.000	Sick Leave		\$2,600	\$175		\$2,775
723.000	Personal/Vacation		\$7,300	\$450		\$7,750
875.001	Pension		\$45,000	\$2,700		\$47,700
Dept 215	City Clerk					
702.000	Personal Svcs		\$13,750	\$825		\$14,575
703.000	Overtime		\$2,000	\$125		\$2,125
713.000	Soc Sec & Medicare		\$1,800	\$125		\$1,925
718.000	Sick Leave		\$1,350	\$100		\$1,450
723.000	Personal/Vacation		\$6,600	\$400		\$7,000
875.001	Pension		\$21,000	\$1,250		\$22,250
Dept 251	City Treasurer					
702.000	Personal Svcs		\$18,200	\$1,100		\$19,300
713.000	Soc Sec & Medicare		\$3,000	\$175		\$3,175
718.000	Sick Leave		\$5,000	\$300		\$5,300
723.000	Personal/Vacation		\$7,700	\$475		\$8,175
875.001	Pension		\$30,000	\$1,800		\$31,800
Dept 262	Elections					
702.000	Personal Svcs		\$18,000	\$3,000		\$21,000
703.000	Overtime		\$1,500			\$1,500
713.000	Soc Sec & Medicare		\$950			\$950
Dept 268	City Hall					
702.000	Personal Svcs		\$48,500	\$2,925		\$51,425
703.000	Overtime		\$600	\$50		\$650
713.000	Soc Sec & Medicare		\$4,300	\$250		\$4,550
718.000	Sick Leave		\$2,000	\$125		\$2,125
723.000	Personal/Vacation		\$3,200	\$200		\$3,400
875.001	Pension		\$15,000	\$900		\$15,900
Dept 301	Police Dept					
702.000	Personal Svcs		\$516,500	\$52,200		\$568,700
703.000	Overtime		\$25,000	\$2,500		\$27,500
704.001	Overtime Training		\$7,500	\$750		\$8,250
705.001	Grant Overtime		\$10,000	\$1,000		\$11,000
713.000	Soc Sec & Medicare		\$48,500	\$4,850		\$53,350
718.000	Sick Leave		\$30,000	\$3,000		\$33,000
723.000	Personal/Vacation		\$45,000	\$4,500		\$49,500
875.001	Pension		\$11,000	\$1,100		\$12,100
875.002	ACT 345 Police Pension		\$282,100	\$28,210		\$310,310

2023 General Fund Budget Adjustments Wages continued

Dept 441	Public Works			
702.000	Personal Svcs	\$315,000	\$22,500	\$337,500
703.000	Overtime	\$7,000	\$425	\$7,425
704.000	Part-Time	\$2,306	\$150	\$2,456
713.000	Soc Sec & Medicare	\$32,500	\$2,650	\$35,150
718.000	Sick Leave	\$3,000	\$1,600	\$4,600
723.000	Personal/Vacation	\$76,500	\$8,800	\$85,300
875.001	Pension	\$195,000	\$12,150	\$207,150
Dept 446	Alley Maintenance			
702.000	Personal Svcs	\$4,000	\$250	\$4,250
703.000	Overtime	\$1,000	\$50	\$1,050
713.000	Soc Sec & Medicare	\$400	\$25	\$425
875.001	Pension	\$5,000	\$300	\$5,300
Dept 567	Cemetery			
702.000	Personal Svcs	\$47,850	\$2,900	\$50,750
703.000	Overtime	\$1,250	\$75	\$1,325
713.000	Soc Sec & Medicare	\$7,000	\$425	\$7,425
718.000	Sick Leave	\$1,200	\$75	\$1,275
723.000	Personal/Vacation	\$3,500	\$225	\$3,725
875.001	Pension	\$8,000	\$500	\$8,500
Dept 717	Special Events			
702.000	Personal Svcs	\$3,000	\$300	\$3,300
703.000	Overtime	\$4,000	\$400	\$4,400
713.000	Soc Sec & Medicare	\$700	\$75	\$775
875.001	Pension	\$2,500	\$250	\$2,750
875.002	ACT 345 Police Pension	\$1,000	\$100	\$1,100
Dept 761	Ice Arena			
702.000	Personal Svcs	\$39,100	\$2,350	\$41,450
703.000	Overtime	\$1,500	\$100	\$1,600
704.000	Part-Time	\$30,000	\$1,800	\$31,800
713.000	Soc Sec & Medicare	\$5,900	\$350	\$6,250
718.000	Sick Leave	\$2,300	\$150	\$2,450
723.000	Personal/Vacation	\$3,750	\$225	\$3,975
875.001	Pension	\$40,000	\$2,400	\$42,400

Totals: **\$180,185**

2023 Major Streets Budget Adjustments Wages

	202 Major Streets	Budget	Budget Adj	Budget Rev Offset	Adj Budget
Revenues					
699.101 Trans from General Fund		\$19,546		\$12,400	\$31,946
Dept 464	Routine Street Maint				
702.000	Personal Svcs	\$31,200	\$1,875		\$33,075
703.000	Overtime Wages	\$5,200	\$325		\$5,525
704.000	Part-Time Salaries	\$2,306	\$150		\$2,456
713.000	Soc Sec & Medicare	\$3,300	\$200		\$3,500
875.001	Pension	\$22,000	\$1,325		\$23,325
Dept 474	Traffic Control				
702.000	Personal Svcs	\$5,800	\$350		\$6,150
713.000	Soc Sec & Medicare	\$450	\$25		\$475
875.001	Pension	\$2,800	\$175		\$2,975
Dept 478	Snow & Ice Control				
702.000	Personal Svcs	\$47,000	\$2,825		\$49,825
703.000	Overtime	\$10,500	\$650		\$11,150
713.000	Soc Sec & Medicare	\$5,400	\$325		\$5,725
875.001	Pension	\$34,000	\$2,050		\$36,050
Dept 486	Routine Maintenance				
702.000	Personal Svcs	\$7,400	\$450		\$7,850
713.000	Soc Sec & Medicare	\$600	\$50		\$650
875.001	Pension	\$3,500	\$225		\$3,725
Dept 497	Winter Maint Trunkline				
702.000	Personal Svcs	\$9,400	\$575		\$9,975
703.000	Overtime	\$5,200	\$325		\$5,525
713.000	Soc Sec & Medicare	\$1,200	\$75		\$1,275
875.001	Pension	\$7,000	\$425		\$7,425
	Totals:			\$12,400	

2023 Local Streets Budget Adjustments Wages

			Budget Adj	
	203 Local Streets	Budget	Budget Adj	Budget Adj Rev Offset
Revenues				Adj Budget
699.101	Trans from General Fund	\$127,306		\$10,600
Dept 464	Routine Street Maint			
702.000	Personal Svcs	\$53,000	\$3,200	\$56,200
703.000	Overtime Wages	\$1,000	\$75	\$1,075
704.000	Part-Time Salaries	\$2,306	\$150	\$2,456
713.000	Soc Sec & Medicare	\$4,200	\$250	\$4,450
875.001	Pension	\$25,000	\$1,500	\$26,500
Dept 474	Traffic Control			
702.000	Personal Svcs	\$5,100	\$325	\$5,425
703.000	Overtime	\$100	\$25	
713.000	Soc Sec & Medicare	\$450	\$50	\$500
875.001	Pension	\$2,600	\$175	\$2,775
Dept 478	Snow & Ice Control			
702.000	Personal Svcs	\$39,500	\$2,375	\$41,875
703.000	Overtime	\$10,000	\$600	\$10,600
713.000	Soc Sec & Medicare	\$4,300	\$250	\$4,550
875.001	Pension	\$27,000	\$1,625	\$28,625
	Totals:		\$10,600	

2023 Electric Fund Budget Adjustments Wages

	582 Electric Fund	Budget	Budget Adj	Budget Adj Rev Offset	Adj Budget
Revenues	698.000	Use of Fund Balance	\$999,940	\$97,925	\$1,097,865
Dept 560	Customer Billing				
702.000	Personal Svcs	\$36,500	\$2,200		\$38,700
713.000	Soc Sec & Medicare	\$2,800	\$175		\$2,975
875.001	Pension	\$26,100	\$1,575		\$27,675
Dept 565	Admin & General Exp				
702.000	Personal Svcs	\$83,200	\$13,050		\$96,250
704.000	Part-Time Salaries	\$9,106	\$550		\$9,656
713.000	Soc Sec & Medicare	\$6,600	\$1,000		\$7,600
875.001	Pension	\$38,500	\$2,725		\$41,225
Dept 584	Distribution				
702.000	Personal Svcs	\$265,200	\$47,750		\$312,950
703.000	Overtime	\$13,800	\$2,500		\$16,300
713.000	Soc Sec & Medicare	\$24,100	\$4,350		\$28,450
718.000	Sick Leave	\$7,000	\$1,275		\$8,275
723.000	Personal/Vacation	\$28,100	\$5,075		\$33,175
875.001	Pension	\$165,000	\$29,700		\$194,700
970.000	Capital Outlay	\$184,000	(\$14,000)		\$170,000
	Totals:		\$97,925		

2023 Sewer Fund Budget Adjustments Wages

	590 Sewer Fund	Budget	Budget Adj	Budget Adj Rev Offset	Adj Budget
Revenues					
698.000	Use of Fund Balance	\$1,071,539		\$15,600	\$1,087,139
Dept 545	Sanitary Sewers				
702.000	Personal Svcs	\$85,400	\$5,125		\$90,525
703.000	Overtime	\$9,000	\$550		\$9,550
713.000	Soc Sec & Medicare	\$7,000	\$425		\$7,425
718.000	Sick Leave	\$1,000	\$75		\$1,075
723.000	Personal/Vacation	\$2,700	\$175		\$2,875
875.001	Pension	\$45,000	\$2,700		\$47,700
970.000	Capital Outlay	\$998,000	(\$14,000)		\$984,000
Dept 560	Customer Billing				
702.000	Personal Svcs	\$22,200	\$1,350		\$23,550
713.000	Soc Sec & Medicare	\$1,700	\$125		\$1,825
875.001	Pension	\$11,500	\$700		\$12,200
Dept 565	Admin & General Exp				
702.000	Personal Svcs	\$92,600	\$13,625		\$106,225
704.000	Part-Time Salaries	\$7,306	\$450		\$7,756
713.000	Soc Sec & Medicare	\$7,200	\$1,075		\$8,275
875.001	Pension	\$47,000	\$3,225		\$50,225
	Totals:			\$15,600	

2023 Budget Adjustments Wages

			Budget Adj	
	591 Water Fund	Budget	Budget Adj	Budget Adj Rev Offset
Revenues				Adj Budget
698.000	Use of Fund Balance	\$408,138		\$23,425
				\$431,563
Dept 552	DWAM			
702.000	Personal Svcs	\$37,500	\$2,250	\$39,750
703.000	Overtime	\$12,000	\$725	\$12,725
713.000	Soc Sec & Medicare	\$3,800	\$225	\$4,025
875.001	Pension	\$20,000	\$1,200	\$21,200
Dept 554	Water Meters			
702.000	Personal Svcs	\$6,400	\$400	\$6,800
703.000	Overtime	\$1,250	\$75	\$1,325
713.000	Soc Sec & Medicare	\$650	\$50	\$700
875.001	Pension	\$3,500	\$225	\$3,725
Dept 556	Transmission & Dist			
702.000	Personal Svcs	\$101,900	\$6,125	\$108,025
703.000	Overtime	\$20,000	\$1,200	\$21,200
704.000	Part-Time Salaries	\$500	\$50	\$550
713.000	Soc Sec & Medicare	\$11,500	\$700	\$12,200
718.000	Sick Leave	\$5,500	\$350	\$5,850
723.000	Personal/Vacation	\$8,300	\$500	\$8,800
875.001	Pension	\$63,000	\$3,800	\$66,800
970.000	Capital Outlay	\$426,000	(\$14,000)	\$412,000
Dept 560	Customer Billing			
702.000	Personal Svcs	\$21,900	\$1,325	\$23,225
713.000	Soc Sec & Medicare	\$1,700	\$125	\$1,825
875.001	Pension	\$11,000	\$675	\$11,675
Dept 565	Admin & General Exp			
702.000	Personal Svcs	\$86,400	\$13,250	\$99,650
704.000	Part-Time Salaries	\$8,956	\$550	\$9,506
713.000	Soc Sec & Medicare	\$6,800	\$1,025	\$7,825
875.001	Pension	\$36,500	\$2,600	\$39,100
	Totals:		\$23,425	

7.1

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

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #5 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #5 for UPEA in the amount of \$ 35,670.38.

RECOMMENDATION:

To approve USDA Draw Request #5 Resolution in the amount of \$35,670.37

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	1,834.35
	Additional	-
	Resident Engineering	<u>33,836.02</u>
	UPEA Total: \$	35,670.37
Contractor	Oberstar, Inc.	
	Subtotal: \$	<u>-</u>
Total RD Draw Requested: \$		35,670.37

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
12/1/2022

Name of Borrower City of Negaunee

Items	Amount of Funds
Development	\$
Contract <u>Oberstar, Inc</u>	
Contract _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	35,670.37
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 35,670.37

Prepared by City of Negaunee

Name of Borrower

By _____

Dave Kangas, Mayor

Date 2/9/23

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.

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

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

To: Bond Authorizing Resolution – 2023 Capital Improvement Bonds - Substation

BACKGROUND:

This Resolution authorizes the issuance of 2023 Capital Improvement Bonds to finance the costs of improvements to the Electric Utility System in the maximum amount of \$6,000,000.

**RESOLUTION AUTHORIZING
2023 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF NEGAUNEE
County of Marquette, State of Michigan

Minutes of a regular meeting of the City Council of the City of Negaunee, County of Marquette, State of Michigan (the "City"), held on the 9th day of February, 2023, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the cost of capital improvements to the City's electric utility system by acquiring and constructing a new electric substation, including distribution lines, together with all related sites, structures, equipment, appurtenances and attachments thereto (the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Six Million Dollars (\$6,000,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds (a "Referendum Petition") is filed with the City Clerk within a period of Forty-Five (45) days from the date of publication and no Referendum Petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2023 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Six Million Dollars (\$6,000,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of

registration, dated as of the date of delivery or such other date as determined by any of the Mayor, City Clerk, Treasurer or City Manager (each an “Authorized Officer”) at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at a price not less than 99.00% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at UMB Bank, N.A., Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the “Transfer Agent”).

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York (“DTC”) and Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates;

interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2023 CAPITAL IMPROVEMENT BONDS DEBT RETIREMENT FUND (the “Debt Retirement Fund”), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2023 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND (the “Construction Fund”) and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form subject to such changes as may be determined necessary by Bond Counsel to the City:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF NEGAUNEE
2023 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	March 1, _____	_____, 2023	

Registered Owner:

Principal Amount: _____ Dollars

The City of Negaunee, County of Marquette, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on September 1, 2023 and semiannually thereafter. Principal of this bond is payable at the designated office of UMB Bank, N.A., Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2024 to 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after March 1, 2031, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register,

authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether or not presented for redemption, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Negaunee, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF NEGAUNEE
County of Marquette
State of Michigan

(SEAL)

By: _____
Its: Mayor

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

UMB BANK, N.A.
Grand Rapids, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The Authorized Officers are each authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

\$6,000,000*

CITY OF NEGAUNEE

COUNTY OF MARQUETTE, STATE OF MICHIGAN

2023 CAPITAL IMPROVEMENT BONDS

(LIMITED TAX GENERAL OBLIGATION)

**Subject to adjustment as set forth in this Notice of Sale*

Bids for the purchase of the above bonds will be received in the manner described in this Official Notice of Sale on _____, _____, 2023 until 11:00 a.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. The award or rejection of the bids will occur on that date.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on September 1, 2023, and semiannually thereafter.

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The bonds will mature on the 1st day of March in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$210,000	2034	\$295,000
2025	220,000	2035	305,000
2026	225,000	2036	315,000
2027	230,000	2037	330,000
2028	240,000	2038	345,000
2029	245,000	2039	355,000
2030	255,000	2040	375,000
2031	265,000	2041	390,000
2032	275,000	2042	410,000
2033	285,000	2043	430,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding six percent (6.0%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 99.00% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2024 to 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after March 1, 2031, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the

transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether or not presented for redemption, provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on March 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of UMB Bank, N.A., Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be

the single interest rate (compounded on September 1, 2023 (first interest payment date) and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to March __, 2023 (expected closing date), in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix F or Appendix G of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule” (as described below) and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-

offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic

intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.
- c. Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the

capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- d. "sale date" means the date that the bonds are awarded by the City to the winning bidder.

QUALIFIED TAX-EXEMPT OBLIGATIONS: The City has designated the bonds as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Baker Tilly Municipal Advisors, LLC, financial advisors to the City, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Baker Tilly Municipal Advisors,

LLC, will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Baker Tilly Municipal Advisors, LLC, upon request and agreement by the purchaser to Baker Tilly Municipal Advisors, LLC, within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended December 31, 2022, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility. Further information relating to the bonds may be obtained from Mr. Andy Campbell, Director, 2852 Eyde Pkwy, East Lansing, Michigan 48823. Telephone (517) 321-0110; e-mail andy.campbell@bakertilly.com.

ENVELOPES containing the bids should be plainly marked "Proposal for 2023 Capital

Improvement Bonds (Limited Tax General Obligation).”

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Judy Iwanski
City Clerk
City of Negaunee

[End Notice of Sale Form]

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Insurance; Ratings. The Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Municipal Advisor to the City, the acquisition of such insurance would be of economic benefit to the City; and to obtain ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The Authorized Officers are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. The Authorized Officers are each hereby authorized on

behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Bond Counsel. The City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel with respect to the Bonds, notwithstanding Miller Canfield's periodic representation in unrelated matters of potential parties to the Bonds.

15. Municipal Advisor. The City hereby appoints Baker Tilly Municipal Advisors, LLC to act as financial advisor with respect to the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Judy Iwanski
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Negaunee, County of Marquette, State of Michigan, at a regular meeting held on February 9, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Judy Iwanski
City Clerk

40142661.3/115435.00006

7.3

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

Public Hearing Agenda Items Consent Agenda

To: 1st reading Property Maintenance Code Chapter 153

BACKGROUND:

The amendments before you reflect the removal of the Diversionary Team from the PMC, this removal streamlines the process of the PMC as the Planning and Zoning office has been working with PMC violations in a manner that is more conducive to rectification of PMC violations. This allows the Planning and Zoning office to work directly with the offending party which again is more conducive to rectification of PMC issues.

RECOMMENATION:

Approve the 1st reading of the ordinance codification and set a public hearing and 2nd reading for the March 9th Regular Meeting.

First Reading:
Second Reading:
Publication:
Effective:

AMENDMENT TO PROPERTY MAINTENANCE CODE OF THE CITY OF NEGAUNEE

The City of Negaunee ORDAINS:

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

REPEALER

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

AMENDMENT

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

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

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

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

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

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

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

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

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

§153.30 TIME TO CORRECT VIOLATIONS.

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

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

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

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

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

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

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

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

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

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

CITY OF NEGAUNEE

Attest:

By: Dana LaLonde, Its Mayor

By: Judy Iwanski, Its Clerk

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

- Public Hearing Agenda Items Consent Agenda

To: 1st Reading – Wells Chapter 51

BACKGROUND:

The City of Negaunee's DPW Director requested that the Planning Commission add to the water ordinance a section on Wells to ensure water quality throughout the city. The amendments before you have been recommended by the Planning Commission for adoption.

RECOMMENATION:

Approve the 1st reading of the ordinance codification and set a public hearing and 2nd reading for the March 9th Regular Meeting.

First Reading:
Second Reading:
Publication:
Effective:

AMENDMENT TO WATER ORDINANCE OF THE CITY OF NEGAUNEE

The City of Negaunee ORDAINS:

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

AMENDMENT

51.50 Wells

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

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

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

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

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

51.56 Well Construction.

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

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

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

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

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

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

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

CITY OF NEGAUNEE

Attest:

By: David Kangas, Its Mayor

By: Judy Iwanski, Its Clerk

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

Public Hearing Agenda Items Consent Agenda

To: RFP – Survey and Environmental Assessment Work

BACKGROUND:

The City of Negaunee has prepared an RFP for survey and environmental assessment work on a section of land in Old Towne. This land after the survey and environmental work, will be prepared in a separate Request for Development for a possible residential development. The City's main goal for this area would be for a Senior living development. Two proposals were submitted for the proposed work. TriMedia and UPEA were the submitting firms after review and in keeping in line with what was budgeted the TriMedia proposal is the recommended firm @ \$7,160.

RECOMMENATION:

Accept the RFP from TriMedia in the amount of \$7160 with monies coming from 101-721-800 Planning and Zoning Contract Service.

CITY OF NEGAUNEE, MICHIGAN
REQUEST FOR LETTERS OF QUALIFICATION
SURVEYING AND ENVIRONMENTAL SERVICES

Notice of Request for Qualifications

The City of Negaunee, Michigan is accepting proposal from qualified firms to perform surveying and environmental services for the community. Proposals along with any additional information the firms wish to submit will be accepted until 3 p.m., January 27, 2023.

Description of the Project

Surveying and Lot Splitting of a 27 Acres parcel into 3 separate parcels. (Map below)

Perform a Phase 1 ESA on the shaded parcel once split



CITY OF NEGAUNEE, MICHIGAN
REQUIREMENTS FOR PROPOSALS

PROJECT: Professional Surveying and Environmental Services

Deadline will be January 27th @ 3pm; the following information shall be included in the submittal package.

1. SUBMITTAL REQUIREMENTS

1. A general statement of understanding of the work to be performed for services.
2. Descriptions of similar projects performed for other clients within the last five years and utilizing the same designer, design team, and / or project leader, together with the name and contact information of at least one representative at each of the clients who was the point of contact for the project or was otherwise intimately involved in the project coordination.
3. Qualifications and experience of staff to be assigned to the project.
4. Job classifications and hourly rates to be billed for staff assigned to the project. All proposals must be submitted in triplicate in a sealed envelope clearly labelled "Residential Development Proposal". No fax or electronic proposals will be accepted.
5. All proposals must be valid for 60 days after submittal

2. DELIVERY REQUIREMENTS

Mail proposal OR deliver to:

City of Negaunee
Attn: Planning and Zoning Administrator
319 West Case Street
PO Box 70
Negaunee, MI. 49866

3. INSURANCE REQUIREMENTS

Insurance Requirements: Any contract entered into as a result of this RFP will require the minimum insurance coverages listed below:

Worker's Compensation and Employer's Liability: per State of Michigan statutory requirements.

Commercial General Liability (CGL) Insurance: Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.

Comprehensive Automobile Insurance: Bodily Injury and Property Damage Combined: \$1,000,000 per accident. Includes all owned, non-owned, and hired vehicles used in connection with the services under the Agreement.

Professional Liability Insurance: \$1,000,000 per claim and in aggregate.

The successful proposer must provide a Certificate of Insurance within fifteen (15) calendar days after notification of award. Certification must include: name and address of insurance company (must be authorized to conduct business in the State of Michigan or be named on the List of Authorized Insurance Agencies maintained by the Michigan Department of Insurance), policy number, and liability coverage and amounts.

4. PROPOSAL EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by the Planning and Zoning Administrator, DPW Director, City Manager or a designated alternate.

The following criteria will be utilized in evaluating proposals:

1. Qualifications and experience of project team
2. Experience with project of similar scope
3. Statement of understanding of the General Services
4. Location of firm
5. Cost

5. QUESTIONS AND FINAL PROPOSAL SUBMISSION

All questions concerning this RFP should be directed to:

City of Negaunee
Attn: Planning and Zoning Administrator
PO Box 70
Negaunee, MI. 49866
906-475-7700 x 12

Revised 7.6

AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
February 9, 2023

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Buffalo Sewer Project Re-bid for 2023

BACKGROUND:

The City of Negaunee's sanitary sewer system near Buffalo Road has a substantial amount of infiltration and inflow. The excess groundwater and stormwater that is collected by the old sewer pipes eventually makes its way to our Buffalo lift station, jeopardizing our pumps and threatening our system's integrity.

To help solve the sanitary sewer issue, the City hired Coleman Engineering to prepare plans and bid documents for the Buffalo Sewer Project. During the design phase, it was determined to re-route the sanitary sewer main to be within City Street, leading to a significant increase in road replacement and sanitary sewer costs. The project was then re-bid for 2023, two bids were received on February 2, 2023.

ANALYSIS: Two bids received

<u>Contractor</u>	<u>As-Read BID</u>	<u>As-Checked BID</u>	<u>Award BID</u>
Ultra Construction	\$ 685,484.00	\$ 833,877.00 *	\$ 685,483.92
FA Industrial	\$ 1,035,640.00	\$ 1,035,640.00	\$ 1,035,640.00

*A math error on a unit price took place in Ultra Construction's bid. After the math error was fixed, the corrected bid resulted in Ultra Construction still being the low bidder, but a higher bid amount.

*Ultra Construction emailed Coleman Engineering stating their intent of the unit price math error. Ultra indicated to have the unit price be lowered to their intent, thus resulting in a total bid of \$685,483.92. (See attached)

RECOMMENDATION:

\$550,000 was budgeted for this project in 2023

It is recommended from the Public Works Department and Water/Sewer Department that the City accept Ultra Construction's as the low bidder in the amount of \$685,483.92 with monies being paid out of the Wastewater Fund with a draw down of the fund balance in the amount of \$135,483.92.

ALTERNATIVE:

None recommended

PROFESSIONAL SERVICES AGREEMENT

Negaunee Public School Resource Officer

This 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") the office of the City of Negaunee Police Department, 319 W. Case 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 "School District") (the City, NPD and the School District, collectively being referred to as the "Parties").

RECITALS

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

WHEREAS, the Parties previously joined together to finance and provide for a police-school liaison educational program by entering into an 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.*). See Exhibit A, Original Agreement.

WHEREAS, the Parties believe the continued 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.

WHEREAS, the purpose of this Agreement is to replace the Original Agreement and establish and redefine the rights, responsibilities, and obligations of the Parties regarding the NPD's placement of a School Resource Officer ("SRO") in the School District through the support of the Fiscal Year 2023 School Resource Officer Grant Program ("SROGP").

Therefore, the Parties hereto agree as follows:

1. Scope of Work.

1.1 Services. The NPD agrees to assign one (1) SRO, who is a 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, and service as liaison with the School District principals, faculty and staff (hereinafter, the "Services").

1.2. School District Responsibility. The SRO shall not be involved in enforcing school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement interventionist required.

The School District shall provide office space for the SRO to keep confidential information and materials needed to perform the Services.

The School District shall provide a schedule outlining when and where the SRO will be located throughout the school day/week/year.

1.3 On-Site Requirement and Shifting Schedule. The SRO will be on-site at the School District for 180 school days. The SRO's presence will be in all three (3) school buildings and the SRO will have the flexibility to shift his/her schedule, as appropriate and in the discretion of the SRO, or as requested in advance by the School District, to attend larger night activities such as sporting events, prom, graduation, or other school events.

1.4 Training. The SRO shall receive such training as is necessary to permit the SRO to effectively advance the School District's educational mission in the context of his or her duties as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by representatives of the School District and the NPD.

1.5 Chain of Command. In addition to reporting to the NPD Chief of Police, the SRO will report to the principal of the building any emergency or safety issue, or other significant and/or unusual occurrence.

1.6. Assessment. The SRO's activities will be assessed as needed or upon request of one or both Parties, and such an assessment will be conducted jointly between the NPD and the School District. Attendance, professionalism, punctuality, and confidentiality, as well as the rapport with students, and staff shall be evaluated in any assessment.

2. Term.

2.1. Effective Date. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and remains in effect through May 31, 2024, unless terminated early as hereinafter set forth

2.2. Termination. Either party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of termination to the non-terminating party. In the event of termination, the City is not liable to the School District for any costs incurred to obtain substitute performance. A written notice of termination

by either party shall eliminate the presence of an Fiscal Year 2023 SROGP-funded SRO at Negaunee Public Schools.

3. Compensation

3.1. Costs. The School District agrees to pay the City of Negaunee the actual costs for performing all Services covered by this Agreement. 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.

3.2. Invoices. The City will provide to School District 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 School District to the City within thirty (30) days of receipt of the City's invoice and supporting documentation.

3.3. Overtime. In addition to the basic costs designated in subsection 3.1 above, the School District agrees to pay costs for any overtime incurred while 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 the School District monthly.

3.4. 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 the School District agrees to reimburse the City to the extent of the increased costs.

3.5. 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, the School District agrees it will be liable for any vacation benefit payout that has accrued while on assignment to the NPSD. The School District will not be liable for any vacation benefit payout accrued during periods of employment while not assigned to NPSD.

4. Information Sharing.

4.1. Access to Records. The School District designates the SRO a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to student records information maintained by the School District only as needed by the SRO to perform the Services detailed herein. An SRO may also be granted access to student records information in the event of an emergency threatening the health or safety of a student or other

individual. The SRO may only re-disclose student records information consistent with FERPA.

4.2 Classification of Records. Records created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in the school and district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records, even when such records may serve the dual purpose of enforcing school rules and are not subject to the same prohibitions of access or disclosure by the SRO.

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

6. **Agreement Administrators and Notices.** The parties acknowledge that the Negaunee City Manager and the School District Superintendent are the primary contact for notices and instructions related to this Agreement, and agree to provide a copy of all notices related to this Agreement to the respective administrators as follows:

1. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
2. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below (or other email addresses as appropriate and noticed to the other Parties).

For the School District:

Superintendent of Schools
101 S. Pioneer Avenue
dan.skewis@negauneeschools.org
906-475-4157

For the City:

Negaunee City Manager
319 W. Case Street
nheffron@cityofnegaunee.com
906-475-4154

7. **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.

8. **Freedom of Information Act.** This Agreement and all attachments hereto are subject to disclosure under the provisions of MCL §15.231 *et seq.*, known as the "Freedom of Information Act."

9. **Liability.** The Parties 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.

10. General Provisions.

10.1 Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof, and is intended to repeal and replace the Original Agreement (attached hereto as Exhibit A) between the Parties. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

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

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

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

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

10.9. 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: February _____, 2023

NEGAUNEE CITY POLICE DEPARTMENT

Pat Ketola, Police Chief
Negaunee Police Department

Date: February _____, 2023

NEGAUNEE PUBLIC SCHOOL DISTRICT

Dan Skewis, Superintendent
Negaunee Public School District

Date: February _____, 2023

**MINUTES
CITY OF NEGAUNEE REGULAR MEETING
JANUARY 12, 2023**

DRAFT
8.1

A Regular Meeting of the Negaunee City Council was held on Thursday January 12, 2023 at 6:30 p.m. at the Negaunee Senior Center.

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

Members Absent: None

APPROVAL OF AGENDA

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

PUBLIC COMMENT

No one from the public wished to comment.

PUBLIC HEARING – CRD 209 GOLD ST.

Mayor Kangas opened the public hearing.

No one from the public wished to comment.

Mayor kangas closed the public hearing.

A motion was made by Council Member Smith and supported by Council Member LaLonde to approve the CRD Resolution for 209 Gold Street.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 7-0 vote.

FORESTRY MANAGEMENT PLAN

Mr. Karl, Ploeckelmand, Green Timber was present to give a brief update on his findings for the Forestry Management Plan.

A motion was made by Council Member Ilmonen, supported by Council Member Karki and unanimously carried to adopt the Forestry Management Plan.

WATERWORKS BUILDING PLAN

Mr. Mike Lempinen a member of the waterworks building committee was present along with other members of the committee to give a brief update to the plan.

After a brief discussion on the plan regarding parking, safety, cost and environmental issues the plan was placed on file for consideration in the future.

IOHTA AGREEMENT AMENDMENT

An amendment to the land agreement with the Iron Ore Heritage Authority to allow the City to perform a Phase II Environmental Site Assessment for the new campground was presented.

A motion was made by Council Member Smith and supported by Council Member LaLonde to approve the amendment.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 7-0 vote.

BOARDS AND COMMISSION APPOINTMENTS

A motion was made by Mayor Kangas, supported by Council Member Smith to appoint Jon Becker to the Planning Commission.

A motion was made by Council Member Smith, supported by Council Member LaLonde and unanimously carried to appoint Ryan Nummela to the DDA, Tony McGrath to the NIWA, Rich Uren to the ZBA and Josh Fruik to the BOR.

USDA DRAW #4 – PHASE I WATER PROJECT

A motion was made by Council Member Ilmonen and supported by Council Member Stagliano to approve USDA Draw #4 in the amount of \$289,822.29.

The following roll call vote was taken:

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

Nays: None

the motion passed on a 7-0 vote.

CONSENT AGENDA

A motion was made by Council Member Stagliano and supported by Council Member LaLonde to approve the Consent Agenda as follows: December 8th Regular Minutes, December 19th Special Minutes, Claims and Accounts in the amount of \$856,411.19 (checks #84743-84881), Revenue/Expenditure Reports – Estimated Trial Balances, TCO #68, Senior Center Agreements.

The following roll call vote was taken:

Ayes: Council Member Karki, LaLonde, Howard, Stagliano, Ilmonen, Smith, Mayor Kangas

Nays: None

The motion passed on a 7-0 vote.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL MEMBERS

Council Member Howard commented on fishing on Teal Lake, scraping of the streets is not being done and clearing the fire hydrants.

Council Member LaLonde commented on the fire hydrants being cleared.

Council Member Karki commented on the DPW and plowing.

Council Member Smith commented that the banks had been pushed back on Teal Lake Ave, wished everyone a Happy New Year and Heikki Lunta.

Council Member Stagliano commented on Heikki Lunta.

Mayor Kangas commented on Heikki Lunta and fire hydrants.

CITY MANAGER

City of Negaunee Regular Meeting

Thursday January 12, 2023

Page 4 of 4

Manager Heffron commented on Heikki Lunta, the DPW Director/City Engineer position, joint meeting with the Planning Commission regarding the Master Plan and budget amendments.

ADJOURNMENT

There being no further business to discuss a motion was made by Council Member Smith, supported by Council Member Ilmonen and unanimously carried to adjourn the meeting at 8:55 p.m.

Ann Ducoli, Deputy Clerk

8.4

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

Public Hearing Agenda Items Consent Agenda

To: Safe Routes to School Application

BACKGROUND:

This resolution is a required document for the Safe Routes to Schools grant application. If successful the City will be awarded a grant of approx. \$900,000, there is no match required however the City will have to fund the engineering portion of the project current estimates have that total at \$150,000 however with the new appointment of Mr Daavettila to City Engineer those cost should be significantly lower, the current projected start date of construction would be 2025 if the City is successful in its grant application.

RECOMMENATION:

Approve the Safe Routes to Schools application.

City of Negaunee City Council

**RESOLUTION TO SUPPORT
SAFE ROUTES TO SCHOOL PROGRAM FUNDING APPLICATION**

WHEREAS, the Safe Routes to School (SRTS) program is a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT); and

WHEREAS, The City of Negaunee, in partnership with Negaunee Public School District, wishes to apply for funding through the Safe Routes to School program to construct certain infrastructure projects throughout the City of Negaunee, including sidewalks, crosswalks, and related improvements, to enable and encourage children to safely walk and bike to school; and

WHEREAS, The City of Negaunee and the Negaunee Public Schools desires to fund, design, construct, and maintain the built infrastructure for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, City of Negaunee and the Negaunee Public Schools attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, and cost overruns; and

WHEREAS, City of Negaunee and the Negaunee Public Schools commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding; and

WHEREAS, MDOT requires a formal commitment from The City of Negaunee (Act 51 eligible agency), to receive these funds and implement the infrastructure improvements

THEREFORE, BE IT RESOLVED, that the City of Negaunee City Council authorizes David Nelson the Planning and Zoning Administrator for the City of Negaunee, to act on behalf of the City of Negaunee City Councilors to request Safe Routes to School funding and act as the applicant's agent during the project development.

BE IT FURTHER RESOLVED, if the application is successful and the SRTS project receives funding, a subsequent resolution will follow to accept the federal funding and secure the proper agreements to implement the project.

Yeas:

Nays:

Absent:

85

CITY OF NEGAUNEE
202... Resolution to
Adopt Poverty Exemption Income Guidelines and Asset Test

WHEREAS, the General Property Tax Act, MCL 211.7u, states that the homestead of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under the General Property Tax Act; and

WHEREAS, a City Board is required by MCL 211.7u to adopt guidelines for the poverty exemption;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, that City of Negaunee, Marquette County, adopts the following guidelines for the supervisor and board of review to implement.

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household.

1) Own and occupy as a principal residence the property for which an exemption is requested. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the state tax commission with the local assessing unit.

2) File a claim with the board of review on a form prescribed by the state tax commission and provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, and an affidavit in a form prescribed by the state tax commission may be accepted in place of the federal or state income tax return.

3) Produce a valid driver license or other form of identification if requested by the supervisor or board of review.

4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.

5) Meet the federal poverty income guidelines as defined and determine annually by the United States Office of Management and Budget as attached.

BE IT ALSO RESOLVED that the board of review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

The foregoing resolution offered by Council Member _____ and supported by Council Member _____

Upon roll call vote, the following voted

"Aye:"

"Nay:"

The Mayor declared the resolution adopted.

Dave Kangas, Mayor

FEDERAL POVERTY GUIDELINES USED IN THE DETERMINATION OF POVERTY EXEMPTION FOR 2023

Persons in family/household	Poverty guideline
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,472
6	\$37,190
7	\$41,910
8	\$46,630

For each additional person \$4,720 for each additional person.

ASSET TEST

(IF THE APPLICANT MEETS THE POVERTY INCOME GUIDELINES)

Total value of assets cannot exceed \$18,000.

This of value that the Board of Review can consider in determining asset value:

- A second home, land, vehicles
- Recreational vehicles (campers, motor homes, boats, ATV's, etc)
- Buildings other than the residence
- Jewelry, antiques, artwork
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property such as stocks, bonds, a house, or a car (unless a person is in the business of selling such property).
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
February 9, 2023

J.L.

- Public Hearing Agenda Items Consent Agenda

To: IOHTA Appointment

BACKGROUND:

Re appoint Bob Hendrickson to a three year term on the Iron Ore Heritage Authority Board.



102 W. Washington Street #232
Marquette, MI 49855
906-235-2923
ironoreheritage.com

January 30, 2023

Mr. Nate Heffron, City Manager
City of Negaunee
P.O. Box
Negaunee, MI 49866

Dear Manager Heffron and City Council Members:

The Iron Ore Heritage Recreation Authority is managed by a board of eight members representing our municipal members plus a County Representative. As a member of the IOHRA, your board representative is Bob Hendrickson, who was appointed by the City in 2019 after Mr. James Thomas retired from the board.. Mr. Hendrickson's 3-year term expires in April of 2023. Mr. Hendrickson has expressed an interest in serving another 3-year term.

The City of Negaunee can reappoint Mr. Bob Hendrickson to another 3-year term or choose to appoint someone new. We would like the person to the appointed by early April 2022.

In 2023, we will be transitioning to a new Administrator. Mr. Hendrickson's knowledge of the IOHRA, his relationships with the community through his Chamber position, and his passion for trails have been an asset to the IOHRA.

If you have any questions of our the IOHRA and its board structure, please call me.

Sincerely,

A handwritten signature in cursive script that reads "Carol Fulsher".

Carol Fulsher
Administrator