

AGENDA
CITY OF NEGAUNEE REGULAR MEETING
THURSDAY NOVEMBER 10, 2022 @ 7:00 P.M.
NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)
THE PUBLIC MAY ATTEND THE MEETING IN PERSON OR ACCESS THE MEETING VIA
TELECONFERENCE (INSTRUCTIONS FOLLOW AGENDA)

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. PUBLIC HEARING**
 - 6.1 ORDINANCE AMENDMENT #156 RESIDENTIAL 1 – 2ND READING**
- 7. UNFINISHED BUSINESS**
 - 7.1 2023 CITY BUDGET RESOLUTION**
 - 7.2 2023 FINANCIAL POLICIES**
 - 7.3 USDA DRAW #3 – PHASE I WATER PROJECT**
- 8. NEW BUSINESS**
 - 8.1 LIVEBARN AGREEMENT – NEGAUNEE ICE ARENA**
 - 8.2 WATER SERVICES LINE AGREEMENT**
- 9. CONSENT AGENDA**
 - 9.1 MINUTES – OCTOBER 13, 2022 REGULAR MINUTES, OCTOBER 27, 2022 SPECIAL MINUTES**
 - 9.2 CLAIMS AND ACCOUNTS**
 - 9.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 9.4 DELINQUENT UTILITIES TO THE TAX ROLLS**
 - 9.5 ATC – PROJECT COMMITMENT AGREEMENT AMENDMENT – NEGAUNEE SUBSTATION**
- 10 PUBLIC COMMENT (3 min. limit)**
- 11. COUNCIL COMMITTEES**
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY
- 12. ADJOURNMENT**

City of Negaunee
PUBLIC ACCESS

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

How to access:

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

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

Accessibility:

Those with accessibility requirements can dial Michigan Relay Service at 7-1-1.

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

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

6.7

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

Public Hearing Agenda Items Consent Agenda

To: Ordinance Amendment #156 Residential District

BACKGROUND:

The proposed ordinance changes have been drafted by the Negaunee Planning Commission to further the City's alignment with the MEDC's RRC program.

RECOMMENATION:

Hold a public hearing.

Approve the 2nd reading and adopt the ordinance amendment

First Reading:
Second Reading:
Publication:
Effective Date:

AMENDMENT TO CODIFIED ORDINANCES OF THE CITY OF NEGAUNEE
CHAPTER 156 SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1)

The City of Negaunee ORDAINS:

That Chapter 156 of the Codified Ordinances of Negaunee, Michigan, shall be, and the same hereby is, amended to read as follows:

REPEALER

Chapter 156 of the Codified Ordinances of Negaunee, Michigan, and any other ordinance, resolution, order or parts thereof in conflict with the provisions of these Amendments are, to the extent of such conflict, hereby repealed. This repeal shall be effective as of the effective date of the following Amendments

AMENDMENTS

Section 156.002, "Definitions" shall be amended to include "Stacked Flats means a building containing two to four units, as specified within the zone regulations, on a single lot with at least one unit entirely or partially above another"

Section 156.045, "Permitted Principal Uses" shall be amended to include the term "Stacked Flats."

Upon roll call, City of Negaunee Council Members:

Voting aye:

Voting nay:

Whereupon, this Ordinance was declared passed and adopted this _____ day of _____, 2021.

This Amendment shall be published as required by law, and shall be effective on the _____ day of _____, 2021.

CITY OF NEGAUNEE

Attest:

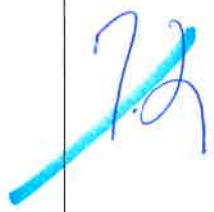
By: Dana LaLonde, Its Mayor

By: Judy Iwanski, Its Clerk

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

Public Hearing Agenda Items Consent Agenda

To: 2023 Financial Policies



Rate explanations:

At the request of Negaunee staff, WPPI Energy prepared a rate study to adjust rates to meet the revenue requirement of the proposed 2023 electric fund budget and to incorporate changes to the rate structure. The following changes are recommended to the fee schedule:

- **A 2.75% rate increase. This will adjust the 2023 revenue to match the proposed electric fund budget.**
- **Eliminate the City Interdepartmental Rate class and move all 43 City owned accounts to the appropriate rate class according to actual usage.**
- **Incorporate Time of Day (TOD) rates for the Small Power and Large Power service rate classes. This change will affect 15 customers (14 Small Power and 1 Large Power).**
- **Reset the Power Cost Adjustment Clause factor from an average of \$0.0136/kWh to \$0.0000/kWh.**

The fixed rate for water is going up 2.5%, or \$5.76 a year for the average resident.

The fixed rate for sewer is going up 2.5%, or \$10.68 a year for the average resident.

Garbage is going up 2.5%, or \$5.28 for the year.

In total, utility rate increases are projected to cost the average resident about \$115 for the year.

No changes to the Fiscal Policy.

RECOMMENDATION:

Approve the financial policies as presented.

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2023
CITY OF NEGAUNEE
FEE SCHEDULE

This Fee Schedule is not inclusive of all charges.

ALL DEPARTMENTS

Code Amendment	\$40
Duplicating machine copies - City records	.30/copy
City Budget	\$30
City Audit	\$25
Comprehensive (Master) Plan	\$30
Municipal Codebook (unbound)	\$75
City Maps	\$2-\$20
Freedom of Information Act: for examine, review, separation & deletion of documents. Any copies, mailing costs, etc. are extra.	\$.10/per copy (refer to policy)

UTILITY DEPOSIT

Residential Premises Base Deposit	\$250
Residential Premise Base Deposit Non-Home Owner/Tenants	\$450
Commercial Premises Base Deposit	Varied based upon 2X the monthly average of the last 12 months of Utilities
Multi-Meter Landlord (4 or more units)	\$1,000

CITY TREASURER

Returned check charge	\$30
Accounts receivable interest	15%
Property Tax Administration Fee	1% of tax bill
Late penalty between February 14 & March 1	3% of tax bill
Late penalty (per State Tax Laws)	1% per month
Late penalty Utility Bills	\$10 per month
Landfill Disposal Service Charge (if need to bill)	15% of Landfill disposal charge

CEMETERY

Winter-Time burials are subject to seasonal conditions and are the summer time base rate plus time and materials.

April 1st – Nov 30 (Approximately)

Resident Non-Resident

Internment and Disinterment

Adult	\$725	\$1425
Child (10 yrs & younger)	\$250	\$475
Cremains/Limb (s)	\$250	\$475
State	Current State Rate	

Additional Work Required/irregular request \$50

After 2:00 p.m. weekdays and Saturdays, the following rates are in addition to the rates above.

(Additional cost)

Interment/Disinterment	\$475
Transfer	\$675
Cremains/Limb (s)	\$225

Sunday and Holidays, the following rates are in addition to the rates above.

(Additional cost)

Interment/Disinterment	\$625
Transfer	\$875
Cremians/Limb (s)	\$275

Receiving Vault (*monthly fee)

Adult & Child	\$75	\$150
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*Vault storage fees will only be charged for remains that are being stored for other Cemetery's

<u>Cost of Lots</u>	<u>Resident</u>	<u>Non-Resident</u>
Single Grave	\$480	\$910
Two Grave	\$836	\$1622
Four Grave	\$1422	\$2794
Eight Grave	\$2622	\$5195

Cost of Lot prices include 30% to perpetual care fund.

Columbarium

	<u>Resident</u>	<u>Non-Resident</u>
Niche Purchase	\$810	\$1820
Additional opening/closing	\$75	\$150
Plaques	Actual cost + 10%	Actual cost + 10%
Internments (each)	\$100	\$200

Niche holds 2 cremains. (Price includes 1 opening/closing)

	<u>Resident</u>	<u>Non-Resident</u>
Monument placement permit fee	\$15	\$15

ELECTRIC RATES

Time of Use Pricing Periods:

On-peak: 9:00 a.m. to 9:00 p.m. Eastern Prevailing Time (EPT), Monday through Friday, excluding Holidays, specified below.

Off-peak: All times not specified as on-peak including all day Saturday and Sunday, and the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or the day nationally designated to be celebrated as such.

Determination of On-Peak Billed Demand

The On-Peak Billed Demand shall be the On-Peak Maximum Demand. The Maximum Measured Demand that occurs during the On-Peak period shall be the On-Peak Maximum Demand.

RL - Residential Service

Fixed Charge	\$20.00/mon
Energy Charge	\$0.1554/kWh
PCAC (Fuel Adjustment)	Calculated monthly per formula
Energy Innovations Collaborative (EIC)	\$0.00222/kWh
Low Income Emergency Assistance Fund (LIEAF)	\$.87

CL - Commercial Service (less than 40 kW)

Fixed Charge	\$25.00/mon
Energy Charge	\$0.1542/kW
PCAC (Fuel Adjustment)	Calculated monthly per formula
Energy Innovations Collaborative (EIC)	\$0.00222/kWh

SP - Small Power Service (40 kW or greater, less than 200 kW)

This rate will be applied to customers for all types of service if their monthly Maximum Measured Demand is equal to or in excess of 40 kilowatts (kW) per month, but less than 200 kW for three or more months in a consecutive 12-month period, unless the customer exceeds the application conditions of the large power time-of-day schedule.

Customers billed on this rate shall continue to be billed on this rate until their monthly Maximum Measured Demand is less than 40 kW per month for 12 consecutive months. The utility shall offer customers billed on this rate a one-time option to continue to be billed on this rate for another 12 months if their monthly Maximum Measured Demand is less than 40 kW per month. However, this option shall be offered with the provision that the customer waives all rights to billing adjustments arising from a claim that the bill for service would be less on another rate schedule than under this rate schedule.

Fixed Charge	\$100.00/mon
Demand Charge	\$10.50/kW
Distribution Demand Charge	\$1.50/kW
On Peak Energy Charge	\$0.1172/kWh
Off Peak Energy Charge	\$0.0975/kWh
PCAC (Fuel Adjustment)	Calculated monthly per formula
Energy Innovations Collaborative (EIC)	\$0.00222/kWh

LP - Large Power Service (200 kW or greater)

This rate will be applied to customers for all types of service, if their monthly Maximum Measured Demand is equal to or in excess of 200 kilowatts (kW) per month for three or more months in a consecutive 12-month period.

Customers billed on this rate shall continue to be billed on this rate until their monthly Maximum Measured Demand is less than 200 kW per month for 12 consecutive months. The utility shall offer customers billed on this rate a one-time option to continue to be billed on this rate for another 12 months if their monthly Maximum Measured Demand is less than 200 kW per month. However, this option shall be offered with the provision that the customer waives all rights to billing adjustments arising from a claim that the bill for service would be less on another rate schedule than under this rate schedule.

Fixed Charge	\$175/mon
Demand Charge	\$12.00/kW
Distribution Demand Charge	\$1.50/kW
On Peak Energy Charge	\$0.1155
Off Peak Energy Charge	\$0.0910
PCAC (Fuel Adjustment)	Calculated monthly per formula
Energy Innovations Collaborative (EIC)	\$0.00222/kWh

SI - Private Security Lighting

100 W HPS or LED equivalent	\$15.00/month
250 W HPS or LED equivalent	\$22.00/mon
Pole Charge	\$13.00/mon
Energy Charge	\$0.0000/kWh
PCAC (Fuel Adjustment)	Calculated monthly per formula
Addition of Pole and one span of conductor	\$12.95 (36 month agreement required)

Distributed Generation Facilities (for all rate classes)

Application Fee	\$100.00
Avoided Cost Rate	As determined by the Schedule for Purchase of Excess DG provided by the City's wholesale power provider. This rate will be updated periodically and will be on file at City Hall.

ELECTRICAL SERVICES

Underground Service (Customer must dig trench, provide Approved supply, conduit and backfill)	\$3.00/ft.
New Meter Connection	\$150
Temporary Service (In addition to new meter connection)	\$55.00
Deposit	See Utility Deposit
Meter Testing Fee (Refunded if defective)	\$75.00
Disconnect notice due to delinquency	\$50.00
Reconnect due to delinquency/disconnection:	
8:00 am – 2:30 pm (normal work hours)	\$55.00
After Hours- After 2:30 pm (weekends & holidays)	\$150.00
Reconnection for a Requested Disconnection	\$55.00
No charge for same type of service upgrade	No Charge
Pole Charge:	\$12.00/per pole
Line extension first \$1500 paid by City of Negaunee subject to agreement. Developer or homeowner pays remaining costs	TBD

FIRE DEPARTMENT

False Alarms	No charge for 1 st In calendar year
After 1 st in calendar year	Hourly rate of Apparatus used and Hourly rate of Personnel responding
Service charge for assistance In fire-fighting hazard abatement Outside City of Negaunee and not Associated with mutual aid agreement	Subject to mutual Aid agreements
Burn Permit	\$10/year

ICE ARENA (rates to begin October 2022)

Ice Rental 8:20 am – 2:30 pm M-F	\$115
Ice Rental 2:30 pm – Mid M-F	\$165
Ice Rental IRH & HS S-S	\$142
Figure skating & Mens League S-S	\$147

Room Rental

Concession (Oct. – March)	\$375
Conference Room	\$125

	<u>Resident</u>	<u>Non Resident</u>
Rental of Conf. Rm (2 hours)	\$70	\$75
Public Rental of Mezzanine (2 hours)	\$60	\$65
Additional hours (each hour)	\$25	\$25

Public Skating

Children admission	\$4/session
Adults admission	\$5/session

Skate Rental

Children	\$4/session
Adult	\$5/session

<u>Skate Sharpening</u>	\$6
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<u>Arena (Weddings etc.)</u>	<u>Resident</u>	<u>Non Resident</u>
Surety	\$100	\$100
Due 60 days prior to event	\$340	\$400
Due 7 days prior to event	\$360	\$425

Public Schools, Latchkey, and Homeschool Rental-regular skate rental and admission apply.

RECREATION DEPARTMENT

Rental of ballfields (LaCombe, Rivers, Irontown) Weekly	\$315 per time slot
Rental of ballfields (Lacombe, Rivers, Ironton) Weekends	\$315 for weekend

Ballfield rentals for Negaunee Based Teams

	<u>One Time Per Team</u>
Little League	\$75
Girls Softball	\$75
Senior League	\$105
Legion	\$230
Girls High School Softball/Boys HS	\$230
Adult Hardball	\$155

Ad Boards (4 X 8)

Ice Arena	\$275/year
LaComble Field	\$175/year
Rivers and Irontown Fields	\$175/year

Pavilion Rental

Miner's Park Pavilion	\$50 for 4 hours & \$30 for 2 hours
Miner's Park	\$50 for 4 hours
Breitung Park (no inside building use)	\$50 for 4 hours
Jackson Mine Park	\$50 for 4 hours
Jackson Mine Park Jim Thomas Pavilion	\$75/4 hours = \$100 with kitchen \$50/2 hours = \$75 with kitchen
Jackson Mine Park Jim Thomas Pavilion Alcohol Permit	\$50
Special Events Permits	\$25 + Actual Costs
Social District Training	\$50

Farmer's Market

Market Fee = \$50.00 for the Season – this guarantees a vendor a spot at the market

Market Fee \$50.00 plus rental of a City table = \$75.00 for the season

Market Fee \$50.00 plus rental of a City tent = \$100.00 for the season

Market Fee \$50.00 plus rental of a City table & tent = \$125.00 for the season

Additional City table rental = \$25.00 per table for the season

Short Seller Fee = \$10.00(Accumulative towards the full season Market Fee)

Every vendor will be responsible for take down and cleanup of their city table and tent following each Market day.

Cargo Trailer and Contents

Rental of City Cargo Trailer and its Contents..

Lessee will be required to pay a \$300.00 deposit at the execution of a contract(yet to be finalized) to secure the rental of the trailer.

Upon conclusion of the rental, if the trailer and its contents sustain no damage beyond reasonable wear and tear the lessee shall be refunded \$150.00

The rental will also include the City staff dropping off/picking up the trailer from the event location

LIBRARY

Computer Print Outs	\$.10/page
Copies (Use of Copy Machine)	\$.10/page
Color	\$.50/page
Fines	\$.10/per day
	Video/DVD
	\$1.00/per day
Lost Card Replacement	\$2.00
Microfilm Print Outs	\$.25/page
Fax Charges – Send	\$1.00 /page
Receive	\$.50/page

Non resident library card

Individual	\$50
Family	\$80

ASSESSING DEPARTMENT

Copies of field card (per 2 sided card) – non commercial	\$3.00
Copies of field card (per 2 sided card) – commercial	\$6.00
Copies of field card Internet	\$2.00

PLANNING/ZONING

****Working without permit will charge double****

	<u>Residential - Commercial.</u>
Zoning Permit/Site Plan Review (location visit)	\$75 \$350
Teal Lake Overlay (residential)	\$100 + Zoning Permit
Charge for Special Meetings	\$300
Parkland Dedication Fee	See Sub. Ord.
Plan Unit Development Request Admin. Review	\$1000
Rezoning Requests	\$600
Special Land Use Permit	\$150
Street & Easement Vacations	\$100
Variance Application/Zoning Board of Appeals Requests	\$300
Land Division/Lot Splits Application	\$150
Sign Permit	\$150
Rental Registration	\$50
Rental Inspection	\$25
Fence Permit	\$25
Marijuana Establishments Registration	\$1,000/every two years

Permit for construction within City ROW

In advance of work	\$100
<i>Working without permit</i>	\$250

PLATTING/SUBDIVISIONS

Engineering fee for preliminary and final approval Of subdivision plats providing for public and/or Public Utilities	\$500 + 100% reimbursement of City expenses \$10/lot
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Engineering fee for preliminary and final approval Of subdivision plats not providing for public And/or public utilities	\$500 + 100% reimbursement of City expenses \$7/lot
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Additional Fee when such time and expense exceed minimum
Fee provided for in above.

Application for final plat approval	State Treas. Fee
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Road Regulatory & Street Name signs	\$75/sign
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POLICE DEPARTMENT

Copies of General Incident Reports	Refer to FOIA Guidelines
Copies of Private Property Crash Report	\$10
Copies of UD-10 Accident Reports (set by State of Michigan)	\$10
Metal Detecting/Relic Permit	\$20
Rolled finger print cards	\$20 each print

Dog Licenses (Annual – County Established)	<u>1-Year Lic.</u>	<u>3-Year Lic.</u>
Female and Male	\$16	\$40
Unsexed	\$8	\$20

Animals (set by UPAWS)

Transport	\$60
Board of Animals first day:	\$25
Per day thereafter:	\$15
Pick up fee for Animals	\$45/day

POLICE DEPARTMENT

Parking Violations	
If paid within 96 hours of violation	\$25
After 96 hours for additional 26 days	\$35
Following 30 days	Up to \$100 + prosecution Fines
Handicapped Parking Violations	
If paid within 96 hours of violation	\$100
After 96 hours for additional 26 days	\$130
Following 30 days	Up to \$100 + Prosecution fines
Overnight parking violations (Nov. – Apr 30) (2 am to 6 am)	
If paid within 96 hours of violation	\$50
After 96 hours thru additional 26 days	\$65
Following 30 days	Up to \$100 + prosecution Fines
Failure to return rental property if arrest warrant Is authorized (paid by renter)	\$30
Failure to return property 3+ incidents, same offender Paid by business)	\$30
PBT Test Fee (set by State of Michigan)	\$5

Video/Audio Tape Reproduction	\$50
Salvage Inspection (set by State of Michigan)	\$100
Processing NSF checks payable by check writer If arrest warrant authorized	\$30
Processing NSF checks 3+ incidents, same offender (paid by business)	\$30

SIDEWALKS

Sidewalk Replacement With pre approval	½ of material
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SOLID WASTE DISPOSAL

Residential – per unit	\$17.95
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Rubbish, leaves, or brush removal from ROW or private property when accumulation is present after remove notification to property owner is given for violation on ROW or private property. \$50 minimum or actual cost.

RESIDENTIAL LANDFILL PERMIT

Homeowner Only	\$11.00 M- F only + Disposal Charges
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WASTEWATER RATES

Ready-to-Serve Charge applicable to all customers with public wastewater service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the City Manager. This flat rate is based on the meter size. This charge represents the fixed costs of maintaining the wastewater system including upgrades to the infrastructure.

Meter Size	2023 Rates
5/8	36.58
3/4	45.19
1	60.98
1 1/4	64.79
1 1/2	76.59
2	113.20
3	131.24
4	191.52
6	353.50
8	429.18
10	476.25

The fee for each 1,000 gallons of water usage after the fixed charge shall be a flat fee of \$7.98
The sewer rate for unmetered water service shall be a flat fee of \$84.34 per month. A monthly sewer rate of \$6.50 per metered and unmetered services will be charged for capital/system improvements.

Permit for Inspection of connection to sewer system

8:00 am – 2:30 pm (normal work day)	\$150
After Hours – After 2:30 (holidays and weekends)	\$300

WASTEWATER TREATMENT PLANT TESTING FEES

These fees will be determined by the Ishpeming Area Waste Water Authority’s Fee’s.

WATER RATES

Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the City Manager. This flat rate is based on the meter size. This charge represents the fixed costs of maintaining the water system including upgrades to the infrastructure

Meter Size	2023
5/8 & 3/4	19.76
3/4	39.20
1	47.13
1 1/4	49.02
1 1/2	82.97
2	108.26
3	121.18
4	371.76
6	403.38
8	434.47
10	482.85

The fee for each 1,000 gallons of water usage after the fixed charge shall be \$10.93 per \$ 1,000 gallons.

A monthly water rate of \$7.15 per metered and unmetered services will be charged for capital/system improvements which may be amended from time to time by Council resolution.

Water Rates for Unmetered Service - \$10.93 per 1,000 gallons over 1,000 gallons based on estimated usage per month. The minimum fixed monthly charge shall be based on the meter size required if the customer was metered. The estimated quantity of water used shall be based on a representative average usage of similar metered customer.

Use of City hydrants: A \$250 connection charge which includes 10,000 gallons per month. Additional water shall be charged at \$10.93 per 1,000 gallons. Any relocation of a hydrant connection shall be considered a new connection and shall be subject to the \$250 per month minimum charge.

A “Tap In” is any connection to the City Water System

Tap in to water main (City does work)	Actual Cost (\$900 min)
Tap into water main (inspection only)	\$250
Repairing leaks between curb stop and water meter responsibility of property owner unless the leak is caused by conditions existing on public property.	
Meter Replacement	\$300
New Meter Installation ¾” or less	\$450
Over 1”	Actual cost (\$250 min.)
Thawing of water pipes 1 st thaw no charge to the Property owner.	
Thawing of water main to curb stop valve or thawing from curb stop valve to water meter actual cost with minimum charge of \$125 during normal hours, \$250 if done on overtime/after hours 2:30 pm, and \$250 if done on a Sunday or Holiday.	
Reconnection due to delinquent/disconnection	\$55
After hours- After 2:30 pm	\$150
Reconnection due to requested disconnect	\$55.00
Charge for disconnect notice for late (non-payment) On electric/water service (door hanger)	\$50
2 nd irrigation meter (plastic)	\$250
Frost plate – not installed (metal)	\$15

**CITY OF NEGAUNEE, MICHIGAN
CITY COUNCIL
POLICY**

Policy Number: 1993-2	Revision Date: September 8, 2005, November 10, 2011, November 8, 2012, November 14, 2013, November 13, 2014, November 12, 2015, June 8, 2017, November, 2019, 2020, 2021, 2022
Date Adopted: October 26, 1993 City Council Resolution	
Department: Administrative	

SUBJECT: FISCAL POLICY

PURPOSE: To establish fiscal policy to help guide the City Manager, Mayor, and Council Members in the development of the City's budget.

POLICY:

1. The City Council shall be provided with a line item budget in September of each year that conforms to the City Charter requirements.
2. The City shall operate within the scope of the annual budget. When unbudgeted expenditures are authorized without a corresponding revenue source, offsetting deletions from the budget should be identified.
3. Each municipal utility division, ice arena, and cemetery should be charged for its proportionate share of administrative, audit, insurance, rent and other related costs.
4. The minimum levy for the City to be set at 22.5 mills when permitted by law. The maximum levy which can be set for 2022 is 16.6927 mills for the City, .9455 mills for Parks and Recreation, 1.4562mills Equipment and 1.9416 mills for Street Improvement.
5. Permit and other related fees and charges for services should be reviewed annually prior to the Council September budget review.
6. Minimum general fund reserves shall be retained in the amount of 10% of the annual operating expenditures.

Fiscal Policy

7. **General fund reserves should not be budgeted for expenditures unless designated reserves (for potential revenue losses and working capital) have been exceeded.**
8. **The City shall establish a capital facilities and equipment fund for deposit of funds exceeding the reserve limits established in Articles 6, 7, & 18 of this policy.**
9. **All unbudgeted expenditures in excess of \$5,000 must be approved by Council action identifying the source of revenue to be used except in emergency situation as determined by the City Manager.**
10. **Monthly financial reports shall be provided to the City Council.**
11. **The Treasurer's office shall assemble and maintain a fixed asset register of all assets in excess of \$2,000.**
12. **All idle funds shall be invested in safe and liquid investment instruments for the purpose of maximizing interest earnings. Local financial institutions shall be given the opportunity to submit interest rate quotations.**
13. **Investment interest earnings should be proportionately distributed to all funds on the basis of average monthly cash balances.**
14. **A five-year capital improvement/equipment program shall be prepared which identifies needed public improvements and available funding sources.**
15. **Major capital improvements should be funded by debt issuance using referendum where required. The assessment of public improvements against benefiting property shall be utilized where permitted by state law or required by City ordinance.**
16. **Each municipal utility fund, the ice arena, and cemetery operation shall be self supporting and rates shall be reviewed and adjusted annually to assure fund stability.**
17. **When electric utility reserve levels exceed those identified, said surpluses may be used to subsidize the general fund or as the City Council deems appropriate.**
18. **Each municipal utility fund shall retain minimum reserve levels for emergencies and operating capital as follows:**

Sanitary Sewer - \$30,000 + Debt Services \$226,000
Water Fund - \$80,000
Electric Fund - \$700,000

19. The City shall pursue an aggressive program to collect delinquent bills owed to City.

20. Electric Department Cash Reserve Policy

Cash reserve policies and guidelines are often established by Electric utilities to maintain appropriate cash reserves to help ensure:

- **Cash exists for timely payment of bills**
- **The short term and long term financial health of the Utility**
- **Stable rates for customers**
- **Cash exists to fund unanticipated cost contingencies**

It is important for utilities to maintain the financial flexibility to help smooth rate increases and stagger retail rate adjustments for customers of the utility.

The total cash reserve determined by this policy is influenced by analysis of five major risk areas:

- 1. Operation and Maintenance**
- 2. Power Supply Costs**
- 3. Historical Investment in Assets**
- 4. Annual Debt Payment**
- 5. Five-year Capital Plan**

This policy identifies a minimum cash reserve level with the expectation that cash should be allowed to flow above the minimum. If certain events occur that result in cash reserves falling below the minimum levels established by this policy, action may be needed to restore the cash reserves above the minimum level. These actions may consider a number of factors including rate adjustments, cost reductions, issuance of bonds and/or modification of the assumptions in this policy.

This policy can be used to determine the electric fund restricted cash level during the annual budgeting process and to adjust the minimum reserve levels listed in the fiscal policy.

FINANCIAL FACTORS #1 AND #2 – WORKING CAPITAL

Timing differences exist between when expenses are incurred and revenues received from customers. Establishing minimum cash reserves helps ensure cash exists to pay expenses in a timely manner. The working capital was broken into two categories; operation and maintenance and power supply expenditures.

Factor #1: Operation and Maintenance

Assuming the average timing difference is 45-180 days between when the utility pays expenses and when revenue is collected from customers, the cash reserve policy will include 12.3% - 49.3% of budgeted O&M expenses for the next fiscal year excluding depreciation expense and power supply expenditures.

(cash reserve = 45 days of working capital / 365 days per year = 12.3%)

Factor #2: Power Supply

Assuming the average timing difference is 45-90 days between when the utility pays expenses and when revenue is collected from customers, the cash reserve policy will include a factor of 1.5 - 3 times the highest monthly power expense.

(cash reserve = highest monthly power bill x 45 days of working capital / 30 days per month)

FINANCIAL FACTORS #3 AND #4 – INVESTMENT IN ASSETS

Catastrophic events may occur that require substantial investments to replace damaged assets. Some examples of catastrophic events include ice storms, earthquakes, wind storms, floods, or tornadoes. Many of these catastrophic events may allow the utility to recover the cost of damages from FEMA; however FEMA reimbursements can take between 6 months to 2 years to recover. The utility should ensure adequate cash reserves exist to replace the assets in a timely fashion and to arrange short term financing options. The minimum reserve levels are often combined with emergency funding from banks or bonding agencies. The percent to the minimum cash reserves are dependent on the age of the assets in service and the level of risk of catastrophic type events.

Debt service payments do not occur evenly throughout the year and often occurs at periodic times typically every six months. The utility has to ensure adequate cash reserves exist to fund the debt service payment when the payment is due.

The investment in assets was broken into two categories; historical investments in assets and annual debt payment.

Factor #3: Historical Investment in Assets

The cash reserve policy will include a risk factor based on the age of the utility's assets. If the age of the system (or % depreciated)

(% depreciated = accumulated depreciation / asset investment)

is <50% the risk factor is 1%, between 50% & 55% the risk factor is 2%, and >55% the risk factor is 3%. The risk factor will be multiplied by the total historical investment.

(cash reserve = risk factor x total historical investment)

Factor #4: Annual Debt Payment

The cash reserve policy will include 100% of the annual debt service payment for the year following the close of the budget year.

FINANCIAL FACTOR #5 – CAPITAL IMPROVEMENT

Some capital improvements are funded through bond issuances and some through rates. The establishment of a minimum cash reserve level helps to ensure funds exist for timely replacement or construction of assets.

Factor #5: Five-year Capital Plan

The cash reserve policy will include 1/5th (20%) of the five year average of the capital improvement program less any improvements funded through the issuance of bonds.

(cash reserve = 5-year capital plan / 5 years)

City Manager

Date

73

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #3 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #3 for UPEA in the amount of \$32,813.02 and Oberstar in the amount of \$878,971.47.

RECOMMENDATION:

To approve USDA Draw Request #3 Resolution in the amount of \$911,784.49

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	\$ 19,777.10
	Additional	\$ -
	Resident Engineering	\$ 13,035.92
	UPEA Total:	\$ 32,813.02
Contractor:	Oberstar, Inc	\$ 878,971.47
	Subtotal:	\$ 878,971.47
Total RD Draw Requested:		\$ 911,784.49

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 _____, 2022.

Judy Iwanski, Clerk

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
10/1/2022

Name of Borrower City of Negaunee

Items	Amount of Funds
Development	\$
Contract <u>Oberstar, Inc</u>	878,971.47
Contract _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	32,813.02
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 911,784.49

Prepared by City of Negaunee *Name of Borrower*

By _____

Dana LaLonde, Mayor

Date _____

Approved by _____

Date _____

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

City of Negaunee
PH 1 Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 3rd RD DRAW REQUEST
11/2/2022

Engineering (UPEA):	Basic	\$	19,777.10
	Additional	\$	-
	Resident Engineering	\$	13,035.92
	UPEA Total:	\$	<u>32,813.02</u>
Contractor:	Oberstar, Inc	\$	878,971.47
		Subtotal:	\$
Total RD Draw Requested:		\$	<u><u>911,784.49</u></u>



Contractor's Application for Payment No. 1 - Water

Application Period: through 10/26/2022 Application Date: 11/2/2022		
To (Owner): CITY OF NEGAUNEE	From (Contractor): OBERSTAR, INC	Via (Engineer): U.P. ENGINEERS & ARCHITECTS
Project: WATER IMPROVEMENTS - PHASE 1	Contract: _____	Engineer's Project No.: NIO-19991
Owner's Contract No.: _____	Contractor's Project No.: _____	_____

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 53,875,570.00
2. Net change by Change Orders.....	\$ _____
3. Current Contract Price (Line 1 ± 2).....	\$ 53,875,570.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 5976,634.97
5. RETAINAGE:	
a. 10% X 5976,634.97 Work Completed.....	\$ 597,663.50
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5a + Line 5b).....	\$ 597,663.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 5878,971.47
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications).....	\$ _____
8. AMOUNT DUE THIS APPLICATION.....	\$ 5878,971.47
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 52,899,935.03

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By *Charles F. Oster* Date 11/2/2022

Payment of: \$	5878,971.47	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<u><i>Miller Tausch</i></u> (Engineer)	11-2-22 (Date)
Payment of \$	5878,971.47	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
Approved by:	_____	(Date)
Funding Agency (if applicable)	_____	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Application Number									
CITY OF NEGAUNEE WATER IMPROVEMENTS - PHASE I		1 - Water									
Application Period		Application Date									
through 10/29/2022		2-Nov-22									
A				F							
Bid Item No	Item Description	Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F - H)	Balance to Finish (B - F)
W1	MOBILIZATION	1	LSUM	\$240,000.00	\$240,000.00	0.25	\$60,000.00		\$60,000.00	25.0%	\$180,000.00
W2	TRAFFIC CONTROL	1	LSUM	\$65,000.00	\$65,000.00	0.25	\$16,250.00		\$16,250.00	25.0%	\$48,750.00
W3	DEWATERING	1	LSUM	\$20,000.00	\$20,000.00		\$8,983.00		\$8,983.00	14.5%	\$52,017.00
W4	DUCTILE IRON WATER MAIN, 6"	950	LF	\$65.00	\$61,750.00	388.2	\$23,331.00		\$23,331.00	29.6%	\$38,419.00
W5	DUCTILE IRON WATER MAIN, 8"	11,100	LF	\$65.00	\$721,500.00	3282	\$9,744.00		\$9,744.00	24.4%	\$714,756.00
W6	DUCTILE IRON WATER MAIN, 10"	250	LF	\$160.00	\$40,000.00	60.9	\$4,120.00		\$4,120.00	68.7%	\$1,880.00
W6	DUCTILE IRON WATER MAIN, 12"	30	LF	\$200.00	\$6,000.00	20.6	\$73,700.00		\$73,700.00	100.3%	\$0.00
W7	8" DIRECTIONAL BORE WATER MAIN	150	LF	\$210.00	\$31,500.00	351	\$73,700.00		\$73,700.00	100.3%	\$0.00
W8	4" FLOWABLE FILL	260	LF	\$5.00	\$1,300.00						\$1,300.00
W9	6" FLOWABLE FILL	100	LF	\$7.00	\$700.00						\$700.00
W10	WATER MAIN 4" CUT AND PLUG	2	EA	\$500.00	\$1,000.00	2	\$1,000.00		\$1,000.00	100.0%	\$0.00
W11	WATER MAIN 8" CUT AND PLUG	1	EA	\$550.00	\$550.00	5	\$2,750.00		\$2,750.00	500.0%	\$2,200.00
W12	6" GATE VALVE & BOX	46	EA	\$1,900.00	\$87,400.00	9	\$17,100.00		\$17,100.00	19.6%	\$70,300.00
W13	8" GATE VALVE & BOX	56	EA	\$2,575.00	\$144,200.00	9	\$23,750.00		\$23,750.00	16.1%	\$120,450.00
W14	10" GATE VALVE & BOX	10	EA	\$1,600.00	\$16,000.00	4	\$14,400.00		\$14,400.00	40.0%	\$2,600.00
W15	12" GATE VALVE & BOX	1	EA	\$6,000.00	\$6,000.00						\$6,000.00
W16	16" GATE VALVE & BOX	1	EA	\$25,000.00	\$25,000.00						\$25,000.00
W17	CONNECT TO 8" WATER MAIN	21	EA	\$2,400.00	\$50,400.00	5	\$12,000.00		\$12,000.00	23.8%	\$38,400.00
W18	CONNECT TO 8" WATER MAIN	10	EA	\$2,400.00	\$24,000.00	3	\$7,200.00		\$7,200.00	30.0%	\$16,800.00
W19	CONNECT TO 10" WATER MAIN	18	EA	\$1,000.00	\$18,000.00	5	\$15,000.00		\$15,000.00	27.8%	\$3,000.00
W20	CONNECT TO 12" WATER MAIN	2	EA	\$1,100.00	\$2,200.00						\$2,200.00
W21	HYDRANT REM	25	EA	\$700.00	\$17,500.00	2	\$600.00		\$600.00	8.0%	\$16,900.00
W22	FIRE HYDRANT	39	EA	\$5,600.00	\$218,400.00	9	\$50,400.00		\$50,400.00	23.1%	\$168,000.00
W23	1" COPPER WATER SERVICE	6,600	LF	\$37.00	\$244,200.00	2893.5	\$107,059.50		\$107,059.50	43.8%	\$137,140.50
W24	1" WATER SERVICE CONNECTION	204	EA	\$80.00	\$16,320.00	92	\$73,600.00		\$73,600.00	45.1%	\$8,720.00
W25	12" GRANULAR SUBBASE (CIP)	30,000	SYD	\$0.71	\$21,300.00	10434.9	\$7,811.18		\$7,811.18	34.7%	\$13,488.82
W26	AGGREGATE BASE, 8"	10,000	SYD	\$9.00	\$90,000.00	10896.7	\$98,070.10		\$98,070.10	36.3%	\$2,929.90
W27	HMA 4EL, 1.5"	2,500	TON	\$108.00	\$270,000.00						\$270,000.00
W28	HMA 4EL, 1.5"	2,500	TON	\$110.00	\$275,000.00						\$275,000.00
W29	HMA APPROACH, 2"	50	ION	\$176.00	\$8,800.00						\$8,800.00
W30	PAVEMENT MARKINGS	2,200	LF	\$1.50	\$3,300.00						\$3,300.00
W31	HMA SURFACE REM	30,000	SYD	\$1.50	\$45,000.00						\$45,000.00
W32	CURB AND GUTTER, REM	10,200	LF	\$3.00	\$30,600.00	5347.7	\$16,043.10		\$16,043.10	52.4%	\$14,556.90
W33M	CURB AND GUTTER, CONC, DET E2	400	LF	\$23.00	\$9,200.00	37.1	\$853.30		\$853.30	9.3%	\$8,346.70
W34M	CURB AND GUTTER, CONC, DET F2	6,000	LF	\$19.50	\$117,000.00	3666.9	\$71,492.85		\$71,492.85	61.1%	\$45,507.15
W35M	CURB AND GUTTER, CONC, DET M	600	LF	\$22.00	\$13,200.00	6.3	\$163.80		\$163.80	1.2%	\$13,036.20
W36M	CURB AND GUTTER, CONC, DET E2	200	LF	\$26.00	\$5,200.00	2267.5	\$58,955.00		\$58,955.00	87.2%	\$0.00
W37M	CURB AND GUTTER, CONC, DET F2	2,600	LF	\$26.00	\$67,600.00						\$67,600.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		CITY OF NEGLINE: WATER IMPROVEMENTS PHASE I		Application Number: 1 - Water							
Application Period		through 10/26/2022		Application Date: 2-Nov-22							
Bid Item No	Item Description	Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (see m C)	Total Completed and Stored to Date (D + L)	% (F / D)	Balance to Finish (B - F)
W25H	CURB AND GUTTER, CONC, DET M	250	LF	\$72.00	\$17,250.00						\$7,250.00
W36	CURB RAMP OPENING, CONC	210	LF	\$32.00	\$6,720.00	285	\$7,220.00		\$7,220.00	111.9%	\$890.00
W37	CONCRETE DRIVE RIM	3,100	SFT	\$0.50	\$1,550.00						\$1,550.00
W38	6" CONCRETE DRIVE	3,100	SFT	\$7.50	\$23,250.00						\$23,250.00
W39	SIDEWALK, REM	25,000	SFT	\$0.60	\$15,000.00	227.2	\$436.32		\$436.32	2.9%	\$14,563.68
W40	SIDEWALK, CONC, 4"	25,000	SFT	\$5.75	\$143,750.00	173.5	\$997.63		\$997.63	0.7%	\$142,752.38
W41	SIDEWALK RAMP, CONC, 4"	1,200	SFT	\$7.00	\$8,400.00						\$8,400.00
W42	DETECTABLE WARNING SURFACE	150	LF	\$45.00	\$6,750.00						\$6,750.00
W43	AGGREGATE DRIVEWAY, 23A, 6" CIP	250	SYD	\$7.30	\$1,750.00						\$1,750.00
W44	TURE RESTORATION	8,000	L.F.	\$12.00	\$96,000.00						\$96,000.00
W45	INLET PROTECTION, FABRIC DROP	72	L.A.	\$125.00	\$9,000.00	12	\$1,500.00		\$1,500.00	6.7%	\$7,500.00
W48	ROCK EXCAVATION	300	CYD	\$10.00	\$3,000.00	6.7	\$670.00		\$670.00	2.2%	\$2,330.00
W47	SPECIAL STONE PIPE BEDDING	300	CYD	\$4.00	\$1,200.00						\$1,200.00
W48	WATER MAIN POLYWRAP	300	LF	\$3.00	\$900.00						\$900.00
W49	SANITARY SEWER, PVC, 6", REPAIR	50	LF	\$45.00	\$2,250.00						\$2,250.00
W50	SANITARY SEWER, PVC, 6", REPAIR	50	LF	\$55.00	\$2,750.00						\$2,750.00
W51	SANITARY SEWER, PVC, 12", REPAIR	100	LF	\$75.00	\$7,500.00						\$7,500.00
W52	SANITARY SEWER, PVC, 24", REPAIR	30	LF	\$100.00	\$3,000.00	42.5	\$1,700.00		\$1,700.00	28.3%	\$1,300.00
W53	STORM SEWER, CL A, 6", REPAIR	150	LF	\$40.00	\$6,000.00						\$6,000.00
W54	STORM SEWER, CL A, 8", REPAIR	50	LF	\$45.00	\$2,250.00						\$2,250.00
W55	STORM SEWER, CL A, 10", REPAIR	150	LF	\$55.00	\$8,250.00						\$8,250.00
W56	STORM SEWER, CL A, 12", REPAIR	150	LF	\$60.00	\$9,000.00						\$9,000.00
W57	STORM SEWER, CL A, 16", REPAIR	100	LF	\$65.00	\$6,500.00						\$6,500.00
W58	STORM SEWER, CL A, 20", REPAIR	100	LF	\$70.00	\$7,000.00						\$7,000.00
W59	STORM SEWER, CL A, 24", REPAIR	150	LF	\$75.00	\$11,250.00						\$11,250.00
W60	SIGN, TYPE III, REM	20		\$75.00	\$1,500.00						\$1,500.00
W61	SIGN, TYPE III, ERECT, SALV	20		\$125.00	\$2,500.00						\$2,500.00
W62	SPECIAL TRENCH BACKFILL	500		\$10.00	\$5,000.00						\$5,000.00
W63	TEMPORARY WATER SERVICE CONNECTION	250		\$150.00	\$37,500.00						\$37,500.00
Totals									\$976,634.97	25.7%	\$2,895,935.03

Invoice

September 14, 2022
Project No: 19591
Invoice No: 2202661

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

Project 19591 Negaunee City-Phase 1 Water Project
Assist owner in compiling all required documents for a full Rural Development application, along with preparing design plans & specifications for Water system improvements, assisting with bidding, construction administration and providing resident project representative during construction.

Professional Services from July 31, 2022 to September 3, 2022

Fee

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	512,376.83	506,326.37	6,050.46
Additional Services	29,200.00	28,620.53	28,620.53	0.00
Resident Project Representative	608,900.00	1,639.00	0.00	1,639.00
Total Fee	1,228,000.00	542,636.36	534,946.90	7,689.46
		Total Fee		7,689.46
			Total this Invoice	\$7,689.46

Invoice

July 14, 2022
Project No: 19591
Invoice No: 2202080

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

Project 19591 Negaunee City-Phase 1 Water Project
Assist owner in compiling all required documents for a full Rural Development application, along with preparing design plans & specifications for Water system improvements, assisting with bidding, construction administration and providing resident project representative during construction.

Professional Services from May 29, 2022 to July 2, 2022

Fee

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	501,967.87	499,270.77	2,697.10
Additional Services	29,200.00	28,620.53	28,620.53	0.00
Total Fee	619,100.00	530,588.40	527,891.30	2,697.10
	Total Fee			2,697.10
			Total this Invoice	\$2,697.10



Invoice

October 7, 2022
Project No: 19591
Invoice No: 2202917

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

Project 19591 Negaunee City-Phase 1 Water Project
Assist owner in compiling all required documents for a full Rural Development application, along with preparing design plans & specifications for Water system improvements, assisting with bidding, construction administration and providing resident project representative during construction.

Professional Services from September 4, 2022 to October 1, 2022

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	523,406.37	512,376.83	11,029.54
Additional Services	29,200.00	28,620.53	28,620.53	0.00
Resident Project Representative	608,900.00	13,035.92	1,639.00	11,396.92
Total Fee	1,228,000.00	565,062.82	542,636.36	22,426.46
	Total Fee			22,426.46
			Total this Invoice	
				\$22,426.46

8.1

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

Public Hearing Agenda Items Consent Agenda

To: Agenda Item- Live Barn Agreement

BACKGROUND:

Live Barn is a live streaming service that can provide video services for hockey games. Live Barn host live games and stores videos that can be reviewed later with a subscription. This service is widely used at many venues across the US and the UP. This will provide an alternative option for hockey fans that may not be able to attend a game in person.

RECOMMENATION:

Enter into the proposed agreement with Live Barn.

ALTERNATIVE:

Do not approve the agreement.

From: Jake Esposito [REDACTED]
Sent: Wednesday, November 2, 2022 10:59 AM
To: cmsecretary@cityofnegaunee.com; nheffron@cityofnegaunee.com
Subject: Re: LiveBarn Venue Agreement

8, 1

Ann,

Apologies for the late response. Here is our partnership opportunity for your city.

LiveBarn Provides and Pays for:

- One camera to cover the entire rink (fully automated and hassle free) you never have to schedule it to be on. We also give the facility full privacy control and the ability to black the camera out or create private sessions.
- The installation of the camera
- Personal internet line dedicated for LiveBarn's camera only
- All marketing materials for the facility to promote live streaming at your facility.
- 30% revenue share for every subscriber that signs up at your facility.

Customer Experience:

- Access to Negaunee Ice Arenas stream and over 2,900 other streams throughout the US (134 Wisconsin streams)
- Access to 30 days of recorded video at every facility
- Ability to download footage straight to their devices
- Access to our stream via AppleTV, Android TV, and any of their devices.
- Two different camera modes (standard panoramic and auto-tracking)
- Full audio, Integrated scoreboard and announcer integration

<http://ddeck.io/62f50fdaa83cc7b195b27f93>



Negaunee Ice Arena

ddeck.io

<https://www.youtube.com/watch?v=7OWrJfYF-64>



VENUE AGREEMENT

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

_____ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction

against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.



VENUE AGREEMENT

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue’s best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6’ color printed standing banner, branded with Venue Owner’s unique code described in Subsection 1.5, to be displayed within Venue Owner’s lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue’s customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in

Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included in such insurance policies.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of New York. Any disputes shall be heard in the courts of the State of New York.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.
Per: _____

VENUE OWNER
Per: _____

Print Name:

Date:

SCHEDULE A (REQUIRED)

Venue Name and Address:

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each Rink:
(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General
Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venues 9 Digit Tax Id #

(EIN): _____

We require the Tax ID number in order to ship hardware from Canada to the USA (This helps speed up the shipping and installation process).

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

8.2

Public Hearing Agenda Items Consent Agenda

To: Agenda Item- Water Services Line Agreement

BACKGROUND:

This proposed agreement allows for an understanding of what service will be provided by the city in the case where a lead service line is found connected to the city's water infrastructure. As you recall, any such discovery must be replaced by the city, at the city's costs. This agreement also helps to alleviate issues related to the replacement of this service line.

Providing the ability of the City Manager to be assigned as "signee" for each of these agreements will help prevent long and lengthy layovers for action to take place that is already mandated by the state.

RECOMMENATION:

Approve the proposed agreement language and make the City Manager the assigned "signee" for all contracts related to the agreement.

ALTERNATIVE:

Approve each agreement as they come in.

**CITY OF NEGAUNEE
WATER SERVICE LINE REPLACEMENT AGREEMENT**

PURPOSE: The Purpose of this agreement is to set forth the terms and conditions pursuant to which the City of Negaunee (the "City") will provide a new non-lead private water service line to the undersigned owner's property located at

_____. If determined necessary by City project representatives, the existing lead private water service line will be disconnected and replaced with a new non-lead private water service line from the water meter to the water main.

CONSIDERATION: Each party agrees that there is full and sufficient consideration for this Agreement.

THE CITY HEREBY AGREES TO:

1. Conduct an inspection of the water service line from where it enters the building to the meter. If determined to be necessary by City representatives on the project, the water service line will be corrected/replaced as described above at no cost to the undersigned owner of the property and building (the "Owner");
2. If required, a new non-lead private water service line will be constructed by a contractor hired by the City of Negaunee, from the curb box in the public right-of-way to the "private portion" (either the first water shutoff valve inside the building or eighteen inches (18") inches inside the building). The existing private service line will be disconnected, capped off, or replaced inside the building as determined by City representatives on the project;

3. Reasonably restore the Owner's property disturbed by construction, including seeding of grass areas on the property, and reasonably restore the interior portions of the building on the property disturbed by any such work;
4. Require the contractor hired by City of Negaunee performing the work to provide insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor hired by City of Negaunee to provide the City with proof of such coverage; and
5. Guarantee to the Owner that any work performed shall be free from defects in material and workmanship for a period of one year from its completion ("guarantee period").

THE OWNER HEREBY AGREES TO:

1. Confirm that the Owner(s) is the only owner(s) of the above referenced property;
2. Permit temporary access and right of entry to and upon the above referenced property to the City, its representatives, and the City's designated contractor(s) to perform an inspection as described above, conduct any required construction and testing of a new private non-lead water service line and permit access for any needed adjustments, maintenance, or repairs during the guarantee period;
3. Assume full responsibility for the maintenance, repair, or replacement of the private portion of the water service line, located on the above referenced property, after expiration of the guarantee period.

MISCELLANEOUS TERM: The responsibility for maintenance, repair, and replacement of the water service located in the public right-of-way will be pursuant to Part 10, Title

Four – Utilities, Chapter 1042, Water Generally, of the Codified Ordinances of the City of Negaunee.

Signed by the Owner(s) this _____ day of _____, 20_____

Owner-Signature

Owner-Signature

Owner-Print Name

Owner-Print Name

Land Contract Holder(s)-signature

Land Contract Holder(s)-signature

Land Contract Holder(s)-Print Name

Land Contract Holder(s)-print name

Signed by the City this _____ day of _____, 20_____

City Manager or Designee – Signature

Print Name / Title

**MINUTES
CITY OF NEGAUNEE REGULAR MEETING
OCTOBER 13, 2022**

DRAFT
9.1

A Regular Meeting of the Negaunee City Council was held in person and via teleconference on Thursday October 13, 2022 at 7:00 p.m. in the Negaunee Senior Center.

Members Present: Mayor LaLonde, Council Members Flohe, Stagliano, Ilmonen, Kangas

Members Absent: Council Members Smith and Karki

APPROVAL OF AGENDA

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

PUBLIC COMMENT

No one from the public wished to comment.

PUBLIC HEARING – 2023 CITY BUDGET

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

Mayor LaLonde closed the public hearing.

TAX APPEAL

City Attorney Pickens explained the appeal process and retainer agreement.

ORDINANCE AMENDMENT – RESIDENTIAL 1

Dave Nelson, Planner explained the ordinance amendment.

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

AMENDED DEVELOPMENT AGREEMENT – SNAPP BUILDING CO, JACKSON GROVE LOTS

At the November 2021 meeting a bid was awarded to Snapp Building Co for three lots in the Jackson Grove Park and a development agreement was approved at that time. The amended agreement has removed references to holding the subject deeds in escrow, the prior agreement is rendered null and void, a provision has been added permitting the City to take a second mortgage

in the subject parcels, and finally language has been added permitting the city to seek damages for a failure to complete the amended agreement.

A motion was made Kangas, supported by Council Member Ilmonen and unanimously carried to approve the amendment to the agreement.

OTHER POST EMPLOYMENT BENEFITS (OPEB) RESOLUTION

In August 2021 the City received a letter from the State Treasury regarding out OPEB being underfunded.

In February 2022 the Council submitted a Corrective Action Plan for our OPEB. In the plan the City stated they would establish a Trust in which \$86,526 would be contributed each year to increase the retirement system's funded ratio to 40% by 2041.

A motion was made by Council Member Stagliano and supported by Council Member Flohe to approve the Retiree Funding Vehicle Resolution establishing the trust.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 5-0 vote.

A motion was made by Council Member Ilmonen and supported by Council Member Kangas to approve the resolution establishing authorized signatories as follows: City Clerk and City Manager.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 5-0 vote.

BOARD AND COMMISSION APPOINTMENTS

A motion was made by Council Member Stagliano, supported by Council Member Ilmonen to appoint Traci Dietz to the Planning Commission and Blake Becker to the DDA.

TEAL LAKE BEACH PROJECT FURNISHING BIDS

A motion was made by Council Member Flohe and supported by Council Member Stagliano to accept the low bid of \$14,111.80 from Moyle Trucking with monies coming from the proceeds of the grand funds \$5,777.80 and \$8,334 from the LaCombe field project.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 5-0 vote.

FIRE DEPT PUMPER APPARATUS BID

A motion was made by Council Member Stagliano and supported by Council Member Kangas to accept the bid from Red Power Diesel Service in the amount of \$701,204 after prepay and the lease option until 2037.

The following roll call vote was taken:

Ayes: Council Member Kangas, Flohe, Stagliano, Ilmonen and Mayor LaLonde

Nays: None

The motion passed on a 5-0 vote.

CONSENT AGENDA

A motion was made by Council Member Flohe and supported by Council Member Stagliano to approve the consent agenda as follows: September 8th regular minutes, October 6th special minutes, Claims and Accounts in the amount of \$882,786.40 (check #84293-84445), Revenue/Expenditure Estimated Trial Balances, Public Participation – RRC.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 5-0 vote.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL MEMBERS

Council Member Kangas commented on the social district and Halloween.

Council Member Stagliano commented on projects in town.

Mayor LaLonde commented on the firehall Halloween and city construction.

CITY ATTORNEY

No Comments.

ADJOURNMENT

There being no further comment a motion was made by Council Member Ilmonen, supported by Council Member Kangas and unanimously carried to adjourn the meeting at 7:40 p.m.

Ann Ducoli
Deputy Clerk

DRAFT

**MINUTES
CITY OF NEGAUNEE SPECIAL/BUDGET SESSION
OCTOBER 27, 2022**

A Special/Budget Session of the Negaunee City Council was held on Thursday October 27, 2022 at the Negaunee Senior Center in person and via teleconference.

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

Members Absent: Council Member Karki

APPROVAL OF AGENDA

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

PUBLIC COMMENT

No one from the public wished to comment.

2023 BUDGET

City Manager Heffron gave a brief update to the 2023 budget. *See attached*.

COUNCIL COMMENT

Mayor LaLonde commented on the 911 Board.

Council Member Kangas commented on the snow removal.

Council Member Flohe commented on the USDA project.

**CLOSED SESSION – PER SECTION MCL 15.268 C NEGOTIATIONS FOR
COLLECTIVE BARGINING UNIT**

A motion was made by Council Member Smith and supported by Council Member Kangas to go into closes session per MCL 15.268 Negotiations.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 6-0 vote.

OPEN SESSION

A motion was made by Council Member Smith and supported by Council Member Flohe to go back into open session.

The following roll call vote was taken:

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

Nays: None

The motion passed on a 6-0 vote.

ADJOURNMENT

There being no further business to discuss a motion was made by Council Member Stagliano, supported by Council Member Smith and unanimously carried to adjourn the meeting at 10:15 pm.

Nate Heffron, City Manager

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

94

- Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Delinquent Utility Bill Payments

BACKGROUND:

The process for collection of delinquent utility payments is contained in the City Ordinance (50.48 Sewer, 51.22 Water, 52.21 Electric) and has been regularly administered in the manner prescribed by ordinance.

RECOMMENDATION:

It is recommended the City Council cause the delinquent utility bills to be spread upon the December Tax Roll for collection.

ALTERNATIVE:

None recommended, this process is prescribed by ordinance.

DELINQUENT UTILITY BILLS TO 2022 TAX ROLL

9.14

<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TOTAL</u>
52-53-020-282-00	307 Brown Ave	\$667.43
52-53-020-377-00	304 E Case St	\$198.61
52-53-020-257-00	318 Teal Lake Ave	\$813.25
52-53-090-052-00	637 Lake St	\$529.74
52-53-050-019-00	515 Lombard St	\$481.89
52-53-120-019-00	432 Maitland St	\$103.35
52-53-010-024-00	401 Jackson St	\$1,238.74
52-53-100-075-00	919 Oak St	\$883.06
52-53-020-025-00	328 W Peck St	\$886.88
52-53-030-071-00	122 Rock St	\$893.06
52-53-020-051-00	313 Rock St	\$173.16
52-53-200-040-00	117 Chippewa Dr	\$163.56
	Total	<hr/> \$7,032.73

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
November 10, 2022**

95

- Public Hearing Agenda Items Consent Agenda

To: ATC Project Commitment Agreement Amendment– Negaunee Substation

BACKGROUND:

The American Transmission Company (ATC) and City of Negaunee staff are seeking Council approval on a proposed amendment to the Load Interconnection Project Commitment Agreement (PCA) that was executed by both parties on August 22, 2022 regarding an interconnection at the Irontown Substation in Negaunee, MI. A Project In-Service Date of December 31, 2023 was established for the new substation with the PCA. After evaluating construction timelines and potential supply chain issues, ATC and Negaunee staff now agree it would be more realistic to change the Project's In-Service Date from December 31, 2023 to June 1, 2024. Only the In-Service Date is being changed with this amendment, all other terms and conditions of the PCA shall remain in full force and effect.

RECOMMENATION:

Approve the ATC PCA Amendment as presented.

**AMENDMENT NO. 1 TO August 22, 2022, PCA No. 2022-03
Between
ATCLLC / ATCMI and CITY OF NEGAUNEE ELECTRIC UTILITY**

WHEREAS, on August 22, 2022, American Transmission Company LLC and ATC Management Inc. (collectively, "ATC") entered into a Load Interconnection Project Commitment Agreement ("PCA") with the City of Negaunee Electric Utility regarding an interconnection at the Irontown Substation in Negaunee, MI.

WHEREAS, the PCA, in part, established the Project In-Service Date of December 31, 2023.

WHEREAS, ATC and City of Negaunee Electric Utility now agree to change the Project's In-Service Date of June 1, 2024.

NOW THEREFORE, in consideration of the terms set forth in this amendment and the underlying PCA, ATC and City of Negaunee Electric Utility agree the PCA is hereby amended as follows:

- 1) The Project in-service date shall be June 1, 2024.
- 2) All other terms and conditions of the PCA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to the PCA to be duly executed as of the dates indicated in the Parties signature spaces below.

AMERICAN TRANSMISSION COMPANY LLC

By: _____
Mark Davis
EVP and Chief Operating Officer
American Transmission Company LLC

Date: _____

CITY OF NEGAUNEE ELECTRIC UTILITY

By: _____
Nate Heffron
City Manager
City of Negaunee

Date: _____