

VILLAGE OF ONTONAGON

315 Quartz Street, Ontonagon, Michigan 49953
Phone: 906-884-2305 Fax: 906-884-4369 TDD: 1-800-649-3777
Website: www.villageofontonagon.org

Pamela Coey
President

Sarah Hopper
Pro Tem

William DuPont
Village Manager

Jeffrey Sullivan
Village Clerk

Trustees: Lyle Perry | Mike Rebholz | Debra Seid | Dorothy Sharkey | Matt Wiesen

AGENDA

VILLAGE COUNCIL MEETING
FEBRUARY 10, 2025
5:00 P. M. 315 QUARTZ ST.

FINANCE COMMITTEE MEETS AT 4:30 P.M.

1. PLEDGE OF ALLEGIANCE
2. CALL TO ORDER – ROLL CALL
3. PUBLIC COMMENT (Five Minute Limit Per Individual on Agenda and Non-Agenda Items)
4. APPROVAL OF CONSENT AGENDA: Finance Committee January 13, 2025 & January 27, 2025
5. APPROVAL OF AGENDA
6. APPROVAL OF BILLS
7. APPROVAL OF COUNCIL MINUTES: January 27, 2025
8. REPORTS:
 - a. Manager's Report
9. UNFINISHED BUSINESS
 - a. MERS
 - b. Chicken Ordinance
 - c. Recreation Center Lease
10. NEW BUSINESS
 - a. Fire Department Clothing Reimbursement Rate
 - b. Ruotsala Construction Invoice
 - c. NTEC Water Storage Tank Inspection Quote
 - d. Miller-Bradford Quote
 - e. Township Letter of Support
11. ANNOUNCEMENTS – OTHER COUNCIL BUSINESS
12. ADJOURNMENT



Village of Ontonagon Finance Committee Meeting

January 13, 2025

Called to order at 4:30 pm

Present: Deb Seid and Sarah Hopper, Mike Rebholz

Reviewed bills for payment

Total of \$63,344.40

Discussed Semco costs at Village Garage

Motion to adjourn by Seid, second Hopper at 4:46 pm.

Village of Ontonagon Finance Committee Meeting

January 27, 2025

Called to order at 4:30 pm

Present: Deb Seid, Mike Rebholz

Absent: Sarah Hopper

Reviewed bills for payment

Total of \$601,903.92

Reviewed Drinking water project and General Fund, Major and Minor Streets and water fund.

Reviewed balances for General fund, Water

Motion to adjourn by Seid, second Rebholz at 4:50 pm.

ONTONAGON VILLAGE COUNCIL MEETING

HELD AT 5:00 PM ON MONDAY, JANUARY 27, 2025

AT 315 QUARTZ STREET, ONTONAGON

PRESENT: Lyle Perry, Mike Rebholz, Debra Seid, Dorothy Sharkey, Matt Wiesen

ABSENT: Pro-Tem Sarah Hopper, President Pam Coey

At 5:00 p.m. the meeting was called to order by Council Member Rebholz and the Pledge of Allegiance was recited.

CALL TO ORDER – ROLL CALL

PUBLIC COMMENT (Five Minute Limit per Individual on Agenda and Non-Agenda Items):
None.

APPROVAL OF CONSENT AGENDA: Finance Committee December 23, 2024; Marina Commission December 19, 2024; Planning Commission November 20, 2024 & December 18, 2024.

A motion was made by Seid, second by Wiesen (CARRIED), to approve the consent agenda as presented.

AYE: Seid, Wiesen, Perry, Rebholz, Sharkey

NAY: None

ABSENT: Hopper, Coey

APPROVAL OF AGENDA:

A motion was made by Sharkey, second by Perry (CARRIED), to approve the agenda as presented.

AYE: Sharkey, Perry, Rebholz, Seid, Wiesen

NAY: None

ABSENT: Hopper, Coey

APPROVAL OF BILLS:

A motion was made by Perry, second by Seid (CARRIED), to approve the bills as presented.

ROLL CALL

AYE: Perry, Seid, Rebholz, Sharkey, Wiesen

NAY: None

ABSENT: Hopper, Coey

APPROVAL OF COUNCIL MINUTES: January 13, 2025

ROLL CALL

A motion was made by Seid, second by Perry (CARRIED) to approve the Council minutes as presented.

AYE: Seid, Perry, Rebholz, Sharkey, Wiesen

NAY: None

ABSENT: Hopper, Coey

REPORTS

a. Financial Report

Financial Reports are available online and in the packet.

UNFINISHED BUSINESS:

a. MERS Update

We paid MERS \$50,251 on December 19th. This payment was due on January 20th. We are current with our MERS payments and our next payment will be due on February 20th. We will be making this payment in later this week.

At this time, the Michigan Enhancement Grant that the Village received will cover the next 15 monthly payments. All grant funds must be used prior to September 30, 2026.

b. Chicken Ordinance

The chicken ordinance was discussed but a determination will not be made until the complete findings from the Community Development Committee's second meeting on February 5, 2025 are presented.

c. Recreation Center Lease

A motion was made by Perry, second by Wiesen (CARRIED) to send the Village of Ontonagon Recreation Facility Lease agreement to the Village attorney.

ROLL CALL

AYE: Perry, Wiesen, Rebholz, Seid, Sharkey

NAY:

ABSENT: Hopper, Coey

d. Posting Village Council Meeting Videos Online

A motion was made by Perry, second by Seid (CARRIED) to adhere to the traditional method of recording the minutes for the meetings.

ROLL CALL

AYE: Perry, Seid, Rebholz, Sharkey

NAY: Wiesen

ABSENT: Hopper, Coey

NEW BUSINESS:

a. Ruotsala Construction Application for Payment No. 2

A motion was made by Seid, second by Wiesen (CARRIED) to approve the Ruotsala Construction Application for Payment No. 2.

ROLL CALL

AYE: Seid, Wiesen, Perry, Rebholz, Sharkey

NAY: None

ABSENT: Hopper, Coey

b. Confirmation of Committee Appointments

A motion was made by Seid, second by Perry (CARRIED) to appoint the current members of the Infrastructure Committee.

ROLL CALL

AYE: Seid, Perry, Rebholz, Sharkey, Wiesen

NAY: None

ABSENT: Hopper, Coey

A motion was made by Sharkey, second by Wiesen (CARRIED) to appoint the current members of the Finance Committee.

ROLL CALL

AYE: Sharkey, Wiesen, Perry, Rebholz, Seid

NAY: None

ABSENT: Hopper, Coey

A motion was made by Perry, second by Seid (CARRIED) to appoint the current members of the Community Development Committee.

ROLL CALL

AYE: Perry, Seid, Rebholz, Sharkey, Wiesen

NAY: None

ABSENT: Hopper, Coey

A motion was made by Seid, second by Perry (CARRIED) to appoint the current members of the Personnel Committee.

ROLL CALL

AYE: Seid, Perry, Rebholz, Sharkey, Wiesen

NAY: None

ABSENT: Hopper, Coey

ANNOUNCEMENTS – OTHER COUNCIL BUSINESS

Council Member Seid and Council Member Rebholz stated the Department of Public Works deserves a big thank you for the work they have done with the roads this winter.

It was moved by Perry, second by Wiesen to adjourn at 5:28 p.m.

Meeting Minutes taken by Clerk Jeff Sullivan

Jeff Sullivan, Clerk

Approved

MERS UPDATE

To: Village Council

From: William DuPont, Village Manager

Date: February 10, 2025

Subject: Hospital MERS Update

We paid MERS \$50,251 on January 29th. This payment was due on February 20th. We are current with our MERS payments and our next payment will be due on March 20th. We will be making this payment near the end of February.

At this time, the Michigan Enhancement Grant that the Village received will cover the next 14 monthly payments. All grant funds must be used prior to September 30, 2026.

Thank you for your time.

VILLAGE OF ONTONAGON ORDINANCE 2025 NO. 1

An Ordinance to Amend Chapter 4, Sections 4-29 and 4-30 of the Code of Ordinances for the Village of Ontonagon.

The Village of Ontonagon ordains, that Chapter 4 (Animals) be amended as follows:

Sec. 4-29. Prohibited animals. No farm animal, wild animal or non-domestic animal, such as, but not limited to, a horse, cow, swine, sheep, goat, goose or duck, shall be kept in any dwelling or on the same lot or premises of any dwelling or any vacant lot in the village.

ARTICLE III: CHICKENS

Sec. 4-30. Keeping of Female Chickens

It is lawful to keep Female Chickens ("chickens") in zones R1, R2, R3 and R4 under the following terms and conditions:

- (a) Any person who keeps chickens in the Village of Ontonagon shall obtain a permit from the Village prior to acquiring the chickens. Application must be made by property owner and shall be made to the Village Clerk and the fee from the permit shall be determined by Council resolution.
- (b) No more than six (6) chickens shall be allowed for each single-family dwelling with a property size of at least 0.5 acres. No chickens shall be allowed on lot sizes less than 0.5 acres.
- (c) Roosters (male chickens) are not allowed. Newly hatched roosters shall be removed within five (5) months of hatch (or withing two (2) weeks of when they begin crowing).
- (d) No ducks, geese, turkeys, peafowl, or crowing hens may be kept. No other bird species shall be kept except as provided by Village Code and birds normally and generally considered household or indoor pets.
- (e) Owner must provide food and water on a daily basis.
- (f) Owner shall provide covered, ventilated and predator-resistant coop for chickens to roost with a minimum of two (2) square feet per chicken (288 square inches). Coop may be no larger than twenty-five (25) square feet.
- (g) Coop and other enclosures must be situated at least twenty-five (25) feet from any house used for human habitation, including neighbor's residential dwelling.
- (h) Coop must be on primary dwelling lot.
- (i) All enclosures shall be no closer than ten (10) feet to any lot line and twenty-five (25) feet from any dwelling on an adjacent lot.
- (j) Coops and runs shall be maintained in sanitary condition and cleaned as necessary to prevent offensive odor at property line of adjacent parcels. The owner should dispose of waste materials (feed, manure, and litter) in an

environmentally responsible manner. The materials can be composted or bagged and disposed of in the trash. Piling waste materials on the property is not acceptable.

- (k) Chickens must be kept under good animal husbandry practices including, but not limited to: mitigation of noise, smells, insects, rodents, dust or other nuisance type effects.
- (l) Chickens are allowed to free range on owner's property; however, chickens must be restricted from entering adjacent property.
- (m) Chicken fencing must be at least ten (10) feet from property line. Chicken fencing should be partly buried one (1) foot underground.
- (n) Chicken feed must be stored in rodent and predator resistant containers.
- (o) Feeders shall be suspended rather than placed on the ground to minimize attracting rodents.
- (p) Slaughtering of birds is permitted but must be conducted where it is not visible to the public and must be accomplished in a humane and sanitary fashion. All entrails and byproducts of the slaughtering process shall be discarded in accordance with Health Department regulations.
- (q) All places where any backyard chickens are kept are subject to inspection for cleanliness, health, and sanitation purposes by a Code enforcement official, animal control officer, or representative of the Village of Ontonagon, based on any complaint or observation that the requirements of this subsection are in violation.
- (r) Chicken coops shall be considered accessory buildings and are subject to the accessory building requirements of the zone in which the property is located, if applicable. Must comply with Village zoning, if applicable.

EFFECTIVE DATE

This Amendatory Ordinance shall become effective 20 days (January 9, 2024) from the date of adoption and will be published in a newspaper of general circulation within the community.

Ayes:

Nays:

Absent:

ORDINANCE DECLARED ADOPTED.

Date: December 20, 2023

By: Pamela Coey, Village President

By: Jeffrey Sullivan, Village Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Ontonagon, County of Ontonagon, State of Michigan, at a special meeting held on **December 20, 2023**, 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. I further certify that the foregoing Ordinance was published on **December 27, 2023** in the following newspaper: Ontonagon Herald.

Jeffrey Sullivan, Village Clerk

**VILLAGE OF ONTONAGON RECREATION FACILITY
LEASE AGREEMENT
2025-2026**

THIS CONTRACT is made this XX day of XXX, XXXX by and between the **VILLAGE OF ONTONAGON** (hereinafter referred to as The Village), a Michigan Political Body, whose address is 315 Quartz St., Ontonagon, MI 49953, acting by and through its duly elected Village Council (hereinafter referred to as Council), and the **ONTONAGON AMATEUR HOCKEY ASSOCIATION, INC.**, a Michigan non-profit corporation, the principal address of which is P.O. Box 3, Ontonagon, MI 49953 acting by and through its duly elected Board of Directors (hereinafter referred to as OAHA), agree to the following seasonal rental agreement.

The effective date of this contract shall be XXXXXX. Whereby, the parties agree to the following terms and conditions.

1. A seasonal lease starting on October 1st and ending on March 31st shall be negotiated each year between The Village and OAHA. A new lease renewal should be signed and approved by both parties no later than September 1st of each year.
2. OAHA is granted exclusive use of the Recreation Center building during the seasonal lease. This includes scheduling, vending, concessions and the use and maintenance of the ice.
3. Revenue generated for skate rentals and open skate fees for the public to be set and published at the time the agreement is signed each year. These monies will belong to OAHA.
4. OAHA is granted the right to sublet the facility during the lease period. OAHA will be responsible for all utilities and other services used by any sublessors. OAHA will maintain proof that all sublessors have a liability policy of no less than 1 million dollars.
5. OAHA is responsible for all supplies and materials needed for their operation.
6. OAHA will be responsible for all utilities and garbage collection. In the spirit of cooperation and partnership, the Village shall provide a monthly subsidy not to exceed \$2000.00, the sum total not to exceed \$12,000.00 for the lease period.
7. Meter readings will take place on the 1st and last day of the lease. All utility payments will be invoiced monthly and are payable within 30 days.
8. OAHA is responsible for all costs associated with set-up and take-down, of the rink boards and coil systems. These items and the Zamboni are property of OAHA and are not the responsibility of The Village. Storage space will be provided in the off season for these items.
9. Take-down of the rink must happen within 1 week of the ice thawing in the spring to allow for other events.
10. The Village will plow snow in the parking lot during the winter months on Monday thru Friday during regular working hours. Priority is given to village streets. OAHA will keep the parking lot clear of snow during all off-hours and weekends.
11. The Village will be responsible for building maintenance of the Recreation Center, ball field, and all grounds.

12. OAHA shall make no permanent modifications to the building or grounds without written approval consent of The Village. OAHA will be responsible for small/minor repairs to the rink structure if damaged during normal use.
13. OAHA will determine if ice conditions, or weather conditions preclude skating at any time during the season and will provide appropriate public notices of facility closing.
14. OAHA will be responsible for properly staffed open skating for a minimum of two nights each weeknight (Monday – Thursday) with hours of 5pm-7pm and a minimum of two nights each weekend (Friday-Sunday) with hours of 7-9pm.
15. Ice is not to be made until the average temperature is below 32° for at least 1 week.
16. Since the belief is that the services provided by OAHA are the highest and best use for community recreational opportunities during the winter months. There will be no further costs to OAHA as the volunteer services provided, as agreed upon, are beneficial to the community.

Ontonagon Village Manager- Date

OAHA Representative- Date

MEMORANDUM

To: Village President, Ken Waldrop
Village Council Members

From: Joseph Erickson, Village Manager

Date: July 23, 2021

Subject: Ontonagon Volunteer Fire Fighters Comp Changes.

The Personnel Committee met with representative of the Fire Department to discuss changes in the compensation for the members. The Personnel Committee recommends the OVFD members will be treated as employees beginning in the first quarter of the fiscal year with compensation as follows:

1. \$12.00 per hour for emergency calls, required training and OVFD business meetings.
2. \$6.00 per month for the "Last Call" bonus.
3. \$50.00 per year clothing reimbursement.
4. Personal vehicle mileage for emergency calls will be reimbursed at the IRS approved rate, for a maximum of \$100 per year.
5. OVFD members shall be provided with \$5000 life insurance coverage.

I would like to point out that I had discussions with members of the Fire Department and they made a request for compensation changes long before the news story on TV6. The issues raised by Ms. Lockhart were "old news" and in no way what so ever can she or anyone else claim credit for "fixing" the problem. The issues were being addressed by the OVFD and myself long before it became "news."

I would also like everyone to know that the compensation requested by the Volunteers was more modest than what is recommended.

Ruotsala Construction Inc

E5299 Hannu Road
Ironwood MI 49938

Invoice

Date	Invoice #
1/23/2025	536993

Bill To

VILLAGE OF ONTONAGON
315 QUARTZ ST.
ONTONAGON, MI 49953

P.O. No.	Terms	Due Date	Account #	Project
	Due on receipt	1/23/2025		
Description	Qty	Rate	Amount	
EMERGENCY WATER CALL OUT COLD WEATHER CALL OUT WATER BREAK	1	2,500.00	2,500.00	
MOBILIZATION AND DEMOBILIZATION OF EXCAVATOR	2	500.00	1,000.00	
OPERATOR AND EXCAVATOR	4	200.00	800.00	
TWO LABORERS	7	105.00	735.00	
SUPERVISORS TIME	4	200.00	800.00	
TOOL TRAILER AND TRUCK	2	250.00	500.00	
OVERHEAD	0.1	6,335.00	633.50	

THANK YOU, LET OUR OFFICE KNOW IF YOU HAVE ANY
QUESTIONS.

Total \$6,968.50

Payments/Credits \$0.00

Balance Due \$6,968.50

Thank - you !

Joe WSD Over my
limit!



PROPOSAL AND CONTRACT AGREEMENT

This agreement between the VILLAGE OF ONTONAGON (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 150,000, 250,000 and 650,000-gallon water storage tanks (PROJECT) at ONTONAGON, MI (LOCATION) is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Twenty Thousand Fifty Dollars (\$20,050) ***. Terms of Payment shall be detailed in Section II.
*** A \$1,000 discount, per tank (Total \$3,000), will be given if all tanks are inspected in 1 trip.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in Section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Shivraj Patil

Proposed by CONSULTANT

January 24, 2025

Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Maintenance Inspection – ROV Method

150,000-Gallon Tank

250,000-Gallon Tank

650,000-Gallon Tank

I. Scope of Services Performed by Owner

- A. Operate the system with the tank out of service, which includes the operation and monitoring of pressure relief valves if necessary.
- B. Perform bacteriological testing on the water supply upon completion of the inspection tank to service. Two consecutive samples are recommended at 24-hour intervals per AWWA C-652-86 chlorination method No. 2.
- C. For an inspection to be conducted with the tank in service, free chlorine residual readings must remain above .5 ppm before and after the inspection, per AWWA C-652. Inspection must be conducted when positive flow into the tank is maintained and rates into or out of the water storage facility are minimal.
- D. Provide access to the tank site and keys for any locks on the structure including pit if applicable.
- E. Maintain water level at or near overflow level.
- F. Provide assistant to provide information on past history, locate valves and electrical source.
- G. By signing this contract, it is understood that the Owner's personnel are covered by the Owner's insurance. The health and safety of the Owner's personnel shall not be covered under Consultant's general liability. The Owner's personnel are, therefore, advised against climbing the structure unless adequate liability insurance is in effect.

II. Scope of Services Performed by Consultant

- A. Perform underwater remote operated vehicle (ROV) inspection in accordance with EGLE Suggested Practices for Underwater Inspections (April 2003, Rev.)
- B. Disinfect equipment prior to entering potable water supply with no less than 200 mg/l free chlorine.
- C. Review the tank's interior coating for remaining intact and anticipated life. Review interior surfaces and appurtenances for possible structural damage from icing or corrosion. Damages shall be quantified by extrapolation of a measured area and, therefore, are estimates.
- D. Review the exterior coating and perform adhesion tests where coating adhesion is questionable.
- E. Review exterior appurtenances for damage due to corrosion or external loading.
- F. Review the exterior of the exposed foundations.
- G. Review safety requirements for ladders, cages, etc., interior and exterior.
- H. Review tank for potential contamination sources.
- I. The identification of existing coatings will be provided where accurate records of application have been maintained. In the event no records are available, coating identification shall be attempted by age, appearance, environmental service and by conventional industry applications of materials.
- J. Prepare a report documenting condition of structure and recommendations for repair. A schedule for repair shall be provided, including opinion of probable costs. Photographs or video will be provided showing evidence of the structure's condition.
- K. Prepare EGLE Rooftop Inspection Certification report documenting condition including photographs.

SECTION II

Maintenance Inspection – ROV Method

150,000-Gallon Tank

250,000-Gallon Tank

650,000-Gallon Tank

1. Fees for Article II, Items A – J, inspection and preparation of the report shall be lump sum in the amount of \$18,850. ***
***** A \$1,000 discount, per tank (Total \$3,000), will be given if all tanks are inspected in 1 trip.**
2. The fee for Article II, Item K, EGLE report shall be lump sum in the amount of \$400 per tank (\$1,200 total).
3. Payment for services performed by the Consultant at the request of the Owner but not included in the original scope of work, Section I, shall be in accordance with time and material fees per Section III.
4. Invoicing shall be submitted upon completion of all work. Payment shall be made within 30 days' net. Account unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

SECTION III

Additional Service Fees

LABOR CLASS	Per Hour (\$)
Project Manager	150
Registered Professional Engineer	150
Project Engineer	120
Inspector AMPP Certified	90
Inspector AWS Certified	90
Inspector	85
Secretarial Services	70
Modeling or CAD	150
EXPENSES	Unit Cost (\$)
Mileage Commercial	1.20/mile
Mileage Truck	2.50/mile
Meals & Lodging	170/diem
Air Travel	Business class
Car Rental	Full size auto
LABORATORY TESTING	Unit Cost (\$)
Paint lead swab test	40
Paint sample (3 metals)	160
Background soil (Total lead)	60

NELSON TANK ENGINEERING AND CONSULTING, INC.
AGREEMENT

General Conditions
(Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.
- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.

- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances, equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.
- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and it's officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.



Willie DuPont <wdupont@villageofontonagon.org>

Fw: 3 Tank Inspection Proposal

2 messages

ONTONAGON VILLAGE <ontowater@jamadots.com>
To: Willie DuPont <wdupont@villageofontonagon.org>

Wed, Jan 29, 2025 at 10:03 AM

Willie,

Here is a bid to inspect white pine tower, clearwell, and ontonagon tower. We are required by EGLE to do W.P. tower this year, (and every 3 years until it is fixed) the Ontonagon tower and plant clearwell were done in 2018. Do we want to do all 3, or maybe do 2 this year and then 2 in a couple years? The booster station tank in Ontonagon was done in 2022. I think the state likes to get them done on a 5 year schedule, but we have stretched that out in the past. Let me know what you think, or what council wants to do.

Thanks,

Jeremy

From: Deb Otberg (deb@nelsontank.com)
Date: 01/24/25 09:48
To: ontowater@jamadots.com
Subject: **3 Tank Inspection Proposal**

Good Morning, Jeremy,

I have attached an ROV maintenance inspection proposal for 3 of your tanks. We included the EGLE Rooftop Component Inspection Form but if you don't need this can revise the proposal. As in the past, we will offer a discount (**\$3,000 total** or \$1,000 per tank) if the inspections are completed in one trip. The total on the front is the maximum fee if each is completed independently, and therefore, the top end of what this could cost. If you decide to move forward, we will schedule with ample time for the crew to knock these all out. Please review the proposal and feel free to contact me if you have any questions. Have a great weekend!

Respectfully,

Deb Otberg
Executive AssistantNelson Tank Engineering & Consulting, Inc.
16240 National Parkway
Lansing, MI 48906
517-321-1692

 **Ontonagon.3 tanks.MI.25.pdf**
344K

Willie DuPont <wdupont@villageofontonagon.org>
To: ONTONAGON VILLAGE <ontowater@jamadots.com>

Wed, Jan 29, 2025 at 11:20 AM

Hi Jeremy,

I'll let the Council decide on that. Next meeting is on Feb 10th. Thank you for the info!!

Willie
[Quoted text hidden]



www.miller-bradford.com

Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089
1-800-242-3115

DeForest, WI 1-800-585-7219
De Pere, WI 1-800-638-7448
Eau Claire, WI 1-800-585-7232
Marathon, WI 1-888-886-4410
Negaunee, MI 1-800-562-9770
Rockford, IL 1-800-585-7231

Ship To: IN STORE PICKUP

Branch 07 - NEGAUNEE		
Date 02/04/2025	Time 9:50:21 (O)	Page 1
Account No ONTON006	Phone No 9068842305	Quote No 002476
Ship Via		Purchase Order
Tax ID No		
		Salesperson SB2

ESTIMATE EXPIRY DATE: 03/05/2025

PARTS QUOTE - NOT AN INVOICE

Your salesperson was SCOTT BEAUDOIN

Part#	Description	U	Qty	Price	Amount
MTR-6536	CLUTCH ASSY.		1	7326.67	7326.67
MTR-6524	COUPLING		1	688.90	688.90
PRT-00783960	COUPLING HUB		1	531.83	531.83
PRT-00786860	COUPLING HUB		1	456.80	456.80

Subtotal: 9004.20

Tax: .00

TOTAL: 9004.20

Authorization: _____

1. Items classified non-returnable by our vendor not acceptable for credit.
2. No returns without permission.
3. Returns must include packing list or invoice no. and items must be in saleable condition.
4. Returns must be shipped to MBR office from which the item was purchased.
5. 20% handling charge on all returns - 25% after 90 days.
6. Service charge will be charged after 30 days.

Thank You For Your Business!

villagetanya@jamadots.com

From: Scott Beaudoin <sbeaudoin@miller-bradford.com>
Sent: Tuesday, February 4, 2025 9:53 AM
To: villagetanya@jamadots.com
Subject: SNOW BLOWER QUOTE
Attachments: Xerox Scan_02042025084405.pdf

Good Morning,

Please see attachment for the quote for the parts for your SnowBlaster snow blower.

Scott Beaudoin
PARTS SPECIALIST
sbeaudoin@miller-bradford.com
(906)475-4181 work
Miller Bradford & Risberg
165 US Highway 41 east
Negaunee, MI 49866

Performance You Can Count On



✦ Summarize this email

35

P

FYI Pam Chabot Ontonagon Township Clerk ontotown@jamadots.com (906) 884-2415 ----- Forwarded Message -----From: sstore@jamadots.com Date: 02/03/25 12:28 pm

Hi Pam and Steve, Thank you for the sample letter. Your request will be on the next meeting agenda for Feb 10th. Is there a specific grant you are applying for

P

Thanks Willie! Steve will fill you in on what it's for, I am having a brain fart at the moment From: Willie DuPont (wdupont@villageofontonagon.org) Date: 02/04/

to ONTONAGON, me

Thanks

sstore@iamadots.com

To: Willie DuPont <wdupont@villageofontonagon.org>; sstore@jamadots.com <sstore@jamadots.com>

I am writing to express my full support for the proposal to establish an emergency healthcare facility and assisted living center in Ontonagon, Michigan. As the Village Council and Village Manager, We believe such a facility is an essential and urgent need in our area.

The demand for emergency healthcare services and long-term assisted living options has never been more pressing as our population continues to grow, and many individuals face aging or health challenges that require continuous support. The lack of immediate medical care and proper long-term care facilities has left many individuals, particularly the elderly and those with chronic conditions, without the help they need when they need it most.

An emergency healthcare and assisted living facility would not only fill this gap but also provide a much-needed solution for families in our community who struggle to find comprehensive care options for their loved ones. The proposed facility will improve the quality of life and outcomes for individuals requiring urgent medical attention and long-term assistance. It will give families peace of mind knowing their loved ones are in safe and capable hands.

Additionally, such a facility would create local jobs, support the economy, and reduce the burden on other healthcare institutions that may be overwhelmed. The benefits to the community and the healthcare system are clear, and I wholeheartedly believe this initiative will be transformative.

I encourage you to consider this project's immense value and ask for your support in making it a reality. We cannot afford to delay the development of such critical services, which will address immediate needs while preparing us for future challenges.

Thank you for your time and consideration. I look forward to seeing this vital initiative move forward and am happy to provide any further support if needed.

Sincerely,