

**AGENDA
CITY OF NEGAUNEE REGULAR MEETING
JULY 13, 2023 @ 6:30 P.M.
NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)**

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. NEW BUSINESS**
 - 6.1 MAM CONFERENCE- MAYOR REQUEST**
 - 6.2 SUBSTATION BIDS - CONSTRUCTION SERVICES**
 - 6.3 SUBSTATION BIDS – STRUCTURE AND MATERIAL BIDS**
 - 6.4 SUBSTATION BIDS – LINE MODIFICATION BIDS**
 - 6.5 IRONTOWN FIELD CONCESSION ROOF BIDS**
 - 6.6 NEW BUFFALO ROAD SEWER PROJECT CHANGE ORDER**
 - 6.7 USDA PHASE I WATER PROJECT DRAW #8**
- 7. CONSENT AGENDA**
 - 7.1 MINUTES – JUNE 8, 2023 REGULAR MINUTES**
 - 7.2 CLAIMS AND ACCOUNTS**
 - 7.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 7.4 POLICE SERVER BIDS**
 - 7.5 LAWNMOWER – DISPOSAL OF ASSETS**
 - 7.6 MERS 457 RESOLUTION**
 - 7.7 STREETScape**
 - a. MONA LANG – GRANT ADMINISTRATOR AGREEMENT**
 - b. CHANGE ORDER UPEA**
 - c. LIGHT FIXTURE BIDS**
 - d. LANDSCAPING BIDS**
 - e. EASEMENT AGREEMENTS**
 - f. FARMERS MARKET SHED**
 - g. LIGHTPOLE REUSE BIDS**

8. PUBLIC COMMENT (3 min. limit)

**9. COUNCIL COMMITTEES
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY**

10. ADJOURNMENT

6.1

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

Public Hearing Agenda Items Consent Agenda

To: MAM Mayors and Presidents Institute

BACKGROUND:

The mayor is requesting that the City Council approve his participation in the MAM Mayors and Presidents Institute.

Overview:

Conference will cover the role of the mayor, the mayor/manager relationship, OMA, ethics and social media policies, parliamentary procedure, working with the media, conducting marriage ceremonies and more.

Cost: Not to exceed \$800.00

Fuel

Lodging

Meals

Conference Registration

Workshop Location:

City of Frankenmuth

November 16-17, 2023

This expense is not budgeted.

RECOMMENATION:

Options: to allow the Mayor to attend and draw the fund balance of the City Improvement Fund down by a not to exceed amount of \$800 or budget this expense in the 2024 budget.

ALTERNATIVE:

Do Not approve.

6.7

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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

To: Substation Construction Services

BACKGROUND:

Bids were received in on June 13th. Bid tabulation is attached.

RECOMMENATION:

To award the construction services to Kent Power Inc. in the amount of \$1,881,991.70 with monies being paid from the substation bonds.

June 29, 2023

City of Negaunee
Attn: Mr. Nate Heffron
319 West Case Street
Negaunee, MI 49866

Subject: Construction Services Bid Recommendation - Irontown Substation

Dear Mr. Heffron,

I am sending you this letter with the recommendation for awarding the construction services bid for the Irontown Substation Construction.

Bids were received on June 13, 2023 to furnish and deliver construction services, including any necessary labor, materials, and equipment for the Irontown Substation. Bids ranged in price from approximately \$1,881,991 to \$4,284,414. The bid tabulation and evaluation are included for reference.

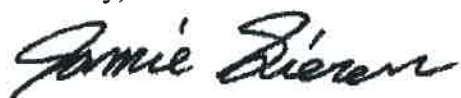
I recommend that the City of Negaunee award the construction services contract to Kent Power Inc. based on the lowest responsible evaluated base bid in the amount of **\$1,881,991.70**. The contract cost of \$1,881,991 is above the budgeted amount of \$1,568,000 (approximately \$314,000 over the original budget). This can generally be attributed to inflationary increases since the time of original estimating as well as other design modifications for an overall design that allows flexibility for future considerations. We do not anticipate costs going lower in the future and the recommendation is to proceed with the construction services at the base bid contract cost.

The start of construction is anticipated to begin in mid to late July, 2023. Site work is anticipated to be complete before this coming winter with construction continuing in 2024 as equipment and materials become available.

Please note that a project of this size may have change orders for modifications during construction. These change orders would be for encountering unknown items that were not apparent before construction or for changes in scope as the project progresses. We generally anticipate there could be 10% in construction services change orders which would be typical given this type of project.

Please contact me with any questions or comments.

Sincerely,



Jamie Sieren
Power System Engineering, Inc.

City of Negaunee						
Irontown Substation - Construction						
Evaluation						
Latest Revision: 06-15-2023						
	Contractor	Newkirk Electric Bid 1	Hooper Corp Bid 2	MJ Electric Bid 3	Kent Power Bid 4	
1	Base Bid	\$2,984,405.87	\$4,284,414.15	\$2,358,038.88	\$1,881,991.70	
		\$2,984,405.87	\$4,284,414.15	\$2,358,038.88	\$1,881,991.70	LOW

City of Negaunee					
Irontown Substation - Construction					
Bid Tabulation					
Latest Revision: 06-15-2023					
	Bid Submitted by	Newkirk Electric	Hooper Corp	MJ Electric	Kent Power
	Rep				
	Contractor	Newkirk Electric	Hooper Corp	MJ Electric	Kent Power
		Bid 1	Bid 2	Bid 3	Bid 4
		-----	-----	-----	-----
1	Base Bid	\$2,888,737.49	\$4,284,414.15	\$2,358,038.88	\$1,881,991.70
2	Alternate Bid	\$2,984,405.87			
	In accordance with spec?	Yes		Yes	Yes
3	Anticipated Schedule in calendar days				
	A. Approximate start of construction	7/17/2023	7/2023-8/2023	8/7/2023	7/1/2023
	B. Anticipated lead time for site work to be completed:	10/13/2023	5-6 weeks	Site Development- 9/1/2023 Below-Grade- 12/15/2023	2-3 weeks
	C. Anticipated lead time to complete the installation:	7/26/2024	depending on material	8/1/2024	25 weeks total
4	Construction Unit Cost Breakdown				
	A. Preliminary grading	\$310,909.12	\$541,270.27	\$37,290.00	\$354,107.91
	B. Fencing	\$88,659.37	\$88,514.17	\$53,893.40	\$87,596.69
	C. Foundations	\$435,786.13	\$524,600.69	\$285,407.00	\$347,635.67
	D. Conduit material & labor	\$203,247.05	\$362,953.48	\$160,925.07	\$79,540.35
	E. Ground grid material & labor	\$306,100.17	\$433,674.76	\$230,709.32	\$158,420.54
	F. Oil Containment material & labor	\$66,046.11	\$184,442.95	\$99,305.00	\$45,207.24
	G. Crushed stone surfacing	\$279,853.37	\$593,504.61	\$251,460.00	\$28,838.83
	H. Erection of substation steel structures	\$16,349.37	\$80,877.85	\$59,253.27	\$15,275.42
	I. Installation of substation bus work	\$60,870.63	\$168,107.04	\$45,732.90	\$53,586.27
	J. Transformer Installation	\$54,128.16	\$131,501.78	\$93,708.03	\$36,704.89
	K. Equipment installation	\$17,161.04	\$225,097.72	\$136,725.70	\$37,618.40
	L. Control building	\$514,479.27	\$621,892.40	\$498,747.17	\$381,756.89
	M. Station battery system	\$80,753.88	\$170,312.13	\$70,513.30	\$81,055.61
	N. Station power, lighting and wiring	\$88,543.33	\$65,551.08	\$109,456.41	\$82,459.77
	O. Wildlife protection material & labor	\$102,143.98	\$19,045.14	\$61,844.41	\$3,660.25
	P. Final grading	\$94,242.49	\$61,480.98	\$24,640.00	\$88,526.97
	Q. Miscellaneous contractor expenses	\$169,464.02	\$11,587.08	\$138,427.90	N/A
	R. Optional adder to change the specified fence fabric to a no cut, no climb security fence fabric	\$95,668.38		\$217,907.80	\$76,916.50
	TOTAL	\$2,888,737.49	\$4,284,414.13	\$2,358,038.88	\$1,881,991.70
5	Cost Information for Reference – Per Unit Foundation Costs				
	A. Foundation A - 138kV Switch Structure	\$9,484.84	\$5,032.00	\$2,336.50	\$9,077.78
	B. Foundation B - 15kV Metering Stand	\$9,484.84	\$5,032.00	\$2,336.50	\$9,321.93
	C. Foundation C - 15kV Distribution Structure	\$10,863.32	\$6,383.00	\$4,710.50	\$11,329.50
	D. Foundation D - 15kV Riser Structure	\$9,484.89	\$5,032.00	\$2,336.50	\$9,079.13
	E. Foundation E - 138kV Circuit Breaker Pad	\$4,393.23	\$10,810.00	\$4,347.00	\$2,245.08
	F. Foundation F - 138kV Transformer Pad	\$27,235.45	\$34,040.00	\$80,905.50	\$21,638.18
	G. Foundation G - 15kV Regulator Pad	\$8,843.08	\$23,805.00	\$10,181.50	\$7,001.71
	H. Foundation H - 15kV Rcloser Pad	\$2,389.34	\$9,890.00	\$3,795.67	\$1,795.98
	I. Foundation I - Substation Control Building	\$50,917.70	\$52,785.00	\$67,193.00	\$29,705.98
	J. Foundation I - Alternate cost for complete Substation Control Building foundation using spread footings for perimeter and slab floor. If chosen, this cost would be added to the contract and item I above would be deducted.	\$40,886.05		\$178,777.00	\$34,036.95
6	Unit Adjustment Prices				
	A. Grounding (material & labor of insallation)				
	1 Ground rod 5/8" X 10' (each)	\$105.00	\$210.00	\$123.49	\$45.29
	2 Ground conductor #4/0 CU (ft)	\$12.00	\$10.00	\$7.64	\$7.38
	3 Caldwell terminator #4/0 CU to "T" connection (each)	\$59.00	\$95.00	\$57.47	\$40.61
	4 Caldwell terminator #4/0 CU to "X" connection (each)	\$66.00	\$95.00	\$57.47	\$55.66
	B. Authorized grading additions (material & labor)				
	1 \$ per ton of breaker rock for site stabilization	\$50.00	TBD	\$30.00	\$73.06
	2 \$ per cubic yard for excavation	\$73.00	TBD	\$15.00	\$94.24
	3 \$ per cubic yard for granular backfill material	\$24.00	TBD	\$25.00	\$52.24
	C. Control cables (material)				
	1 2/C #10 (per ft.)	\$1.92	\$3.00	\$1.49	\$2.58
	2 4/C #10 (per ft.)	\$3.69	\$5.00	\$2.85	\$3.87
	3 4/C #12 (per ft.)	\$2.52	\$5.00	\$1.34	\$3.34
	4 12/C #12 (per ft.)	\$6.47	\$9.00	\$5.73	\$7.91
	D. Control cable terminators (material & labor of installation)				
	1 Control wire terminations (each)	\$28.31	\$56.00	\$44.00	\$10.32
	2 Volume discount (if any)	\$0.00	N/A	N/A	N/A
9	Addendum acknowledged	Yes	Yes	Yes	Yes
Clarifications:		Yes	Yes	Yes	Yes

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

Public Hearing Agenda Items Consent Agenda

To: Substation Structure and Material Bid

BACKGROUND:

Bids were received in on June 13th and one bid was received.

RECOMMENATION:

To award the structure and material bid to the low bidder Substation Enterprises n the amount of \$569,808 with monies being paid from the substation bonds.

June 29, 2023

City of Negaunee
Attn: Mr. Nate Heffron
319 West Case Street
Negaunee, MI 49866

Subject: Structure and Material Bid Recommendation - Irontown Substation

Dear Mr. Heffron,

I am sending you this letter with the recommendation for awarding the structure and material bid for the Irontown Substation.

Bids were received on June 13, 2023 for the Irontown substation structures and materials. Only one bid was received for this bid. The bid was sent out to at least a half dozen packagers with more than a month to bid, however many chose not to submit a bid. The bid tabulation and evaluation are included for reference.

I recommend that the City of Negaunee award the structure and material package contract to Substation Enterprises, Inc. based on the lowest responsible evaluated base bid in the amount of **\$569,808.00**. The contract cost of \$569,808 is above the budgeted amount of \$404,000 for the structure and material package (approximately \$165,000 over the original budget). Current supply chain constraints, manufacturer plant loading, and other inflationary pressures have increased costs as well as lead times for materials and other electrical components. There is a contingency budget within the overall project and this overage fits within that contingency.

Delivery of the structure and material package is anticipated to be mostly complete by February 2024 with some long lead time items arriving by July 2024.

Please contact me with any questions or comments.

Sincerely,



Jamie Sieren
Power System Engineering, Inc.

Cc: Nate Heffron, City of Negaunee
Mark Wainio, City of Negaunee
Nicole Hall, PSE
Seth Packwood, PSE

Attachments: Structure and Material Package Bid Tab
Structure and Material Package Evaluation

City of Negaunee		
Irontown Substation Materials Package Bid Tabulation		
Latest Revision 6-15-2023		
	Bid Submitted by	Substation Enterprises, Inc.
	Rep	
	Manufacturer	Substation Enterprises, Inc.
		<u>Bid 1</u>

1	Base Bid	\$569,808.00
2	Alternate Bid	\$591,408
	In accordance with specifications?	Yes
	Sales tax omitted as specified	Yes
3	Delivery (after receipt of order) for Irontown:	
	a. Structural loading calculations	56-70 days
	b. Anchor bolt plan	56-70 days
	c. Bill of materials	154-168 days
	d. Review of drawings	168-182 days
4	Material delivery (after receipt of order) for Irontown:	
	a. Anchor bolts	84-98 days
	b. Substation materials	210-224 days*
	c. Steel structures	210-224 days
	d. Final drawings	196-203 days
5	List items shipped unassembled and requiring assembly by the customer:	
		Steel structures too large to fit on
6	Addendum Received	Yes
Clarifications:		

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

6.5

- Public Hearing Agenda Items Consent Agenda

To: Irontown Field Concession Roof

BACKGROUND:

Bids were advertised. One bid was received from Stonehouse in the amount of \$12,930.

\$10,000 was budget for this expense in the Recreation Fund Capital Outlay

RECOMMENATION:

Award bid to Stonehouse in the amount of \$12,930 with a monies being paid out of the recreation capital outlay of \$10,000 and a budget adjust of \$2930 from the recreation fund contract services to pay for the project.

ALTERNATIVE:

Do not award the bid.

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

6.7

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #8 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #8 in the amount of \$367,689.88

UP Engineers \$50,131.93

Oberstar \$317,557.95

RECOMMENDATION:

To approve USDA Draw Request #8 Resolution in the amount of \$367,689.88

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	\$	956.25
	Additional		-
	Resident Engineering	\$	49,175.68
		UPEA Total: \$	<u>50,131.93</u>
Contractor	Oberstar, Inc.		317,557.95
		Subtotal: \$	<u>317,557.95</u>
Total RD Draw Requested:		\$	367,689.88

Motion by _____ supported by _____ to approve Resolution for payment of funds for the City of Negaunee PH 1 Water Improvements project.

Roll Call Vote: Ayes: _____

Nays: _____

Absent: _____

Adopted this _____ day of _____, 2023.

Judy Iwanski, Clerk

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
6/1/2023

Name of Borrower City of Negaunee

Items	Amount of Funds
Development	\$
Contract <u>Oberstar, Inc</u>	317,557.95
Contract _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	50,131.93
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 367,689.88

Prepared by City of Negaunee

Name of Borrower

By _____

Dave Kangas, Mayor

Date _____

7/13/23

Approved by _____

Date _____

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



100 Portage Street Houghton, MI 49931

906-482-4810 • 800-562-7684 • Fax: 906-482-9799

Invoice

July 5, 2023

Project No: 19591

Invoice No: 2301682

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 28, 2023 to July 1, 2023

Fee

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	534,000.97	533,044.72	956.25
Additional Services	29,200.00	28,620.53	28,620.53	0.00
Resident Project Representative	608,900.00	159,106.31	109,930.63	49,175.68
Total Fee	1,228,000.00	721,727.81	671,595.88	50,131.93
	Total Fee			50,131.93
			Total this Invoice	\$50,131.93

Offices also in:

Iron Mountain
Isipeming
Marinette
Sault Ste. Marie

U.P. Engineers & Architects, Inc.

All invoices paid via credit card shall be charged a 3.0% administration fee.

www.UPEA.com



Contractor's Application for Payment No. 4 - Water

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE To (Owner): CITY OF NEGAUNEE Project: WATER IMPROVEMENTS - PHASE I Owner's Contract No.:	Application Period: through 06/16/2023 From (Contractor): OBERSTAR, INC. Contract: Contractor's Project No.:	Application Date: 6/29/2023 Via (Engineer): U.P. ENGINEERS & ARCHITECTS Engineer's Project No.: N10-19591
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Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number 1	\$509,827.50	
TOTALS NET CHANGE BY CHANGE ORDERS \$509,827.50		

1. ORIGINAL CONTRACT PRICE..... \$ 3,875,570.00
2. Net change by Change Orders..... \$ 509,827.50
3. Current Contract Price (Line 1 ± 2)..... \$ 4,385,397.50
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 2,173,409.64
5. RETAINAGE:
 - a. 10% X \$2,173,409.64 Work Completed..... \$ 217,340.96
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 217,340.96
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,956,068.68
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,638,510.73
8. AMOUNT DUE THIS APPLICATION..... \$ 317,557.95
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ 2,425,328.83

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.	Date: 6/29/2023

Payment of: \$	\$317,557.95
is recommended by: (Engineer) 6/30/23 (Date)	
Payment of: \$	\$317,557.95
is approved by: _____ (Owner) (Date)	
Approved by: _____ (Funding Agency (if applicable)) (Date)	

7.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Police Department Secured Server

BACKGROUND:

The State of Michigan requires that certain sensitive law enforcement information be transmitted using a dedicated secure server. The current server being utilized by the police department was recommended to be replaced over a decade ago, but due to budgetary constraints, was never authorized until the 2023 budget.

Bids were requested based on the State of Michigan and Core Technologies (Records Management System) equipment requirements, off site cloud backup and support services.

Two bids were received by:

Old American Incorporated Irvine, CA	\$4,555.00
906 Technologies Marquette, MI	\$7,204.65

\$18,000 was budgeted for this purchase.

RECOMMENDATION:

To award the low bid to Old American Incorporated in the amount of \$4,555.00 for the server, off site cloud backup and support services. With monies being paid from the Police Department Capital Outlay.

ALTERNATIVE:

No recommendations. This is a critical piece of equipment that needs to be brought up to specifications.

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**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Disposal of Assets – Zero Turn Lawnmower Bid

BACKGROUND:

The City of Negaunee DPW has a 2000 Yazoo kees Zero-Turn Lawnmower for Disposal. If the Council approves disposal, the DPW can receive bids for this particular item.

RECOMMENDATION:

The City of Negaunee DPW recommends to receive bids for the 2000 Yazoo-kees Zero-turn lawnmower with a minimum bid of \$400.

FISCAL EFFECTS:

The money would go into City's general fund.

REQUEST TO DISPOSE OF ASSETS

Requesting Department: _____ DPW Director _____

Items to be deemed surplus:

	Original purchase price (if available)	Today's estimated Market Value
2000 Zero-Turn Lawnmower (Yazoo kees ZT Max, 60" deck)	\$ Unknown	\$ 400.00
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Justification for disposal: This lawnmower has been sitting idle for the past few years and isn't used anymore. The DPW performed minor repairs to get the mower running. It is unknown if other repairs are needed, and the DPW does not have a use for this lawn mower.

Recommended form of Disposal: Auction Open Market Waste / Salvage (if for salvage, potential scrap value?) \$ _____

Rational: This lawnmower will be sold AS-IS. It has not been used in at least 3 years and it will soon be of no value.

I have read and understand and will abide by the city's Disposal of Assets Policy.

Department Head: Mark Daavettilla, DPW Director Approved By Council _____
Date: 06/13/2023 _____ Date _____

I concur with the Department Head,
City Manager: _____
Date: _____

Copy to the Treasurer to ensure that the Balance Sheet and Inventory in the City's Fiscal Reporting system must reflect removal of a real asset.

7.6

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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

To: MERS Participation Agreement Resolution

BACKGROUND:

Attached is the MERS Participation 457 Resolution that is required to be adopted so that the City may participate in their 457 plan.

RECOMMENATION:

Adopt resolution.

MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with the MERS 457(b) Supplemental Retirement Program Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984 (the "Act"), MCL 38.1536(2)(a) (MERS Plan Document (Section 71) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 71, and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in the Act; MCL 38.1502b(2); Plan Document Section 2) or participating "court" (circuit, district or probate court as defined in the Act, MCL 38.1502a(4) – (6); Plan Document Section 2) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

MERS Uniform 457 Supplemental Retirement Program Resolution

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

MERS Uniform 457 Supplemental Retirement Program Resolution

- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

_____, 20____. _____
(Signature of authorized official)

Printed name: _____ Position title: _____
(Authorized Official - printed) (Authorized Official - position)

Municipality name: City of Negaunee

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ _____
(Authorized MERS signatory)

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

7.7
a

Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- Mona Lang Grant Administrator Contact

BACKGROUND:

This resolution is to support the approval of the hiring of Mona Lang to administer the \$885,000 RAP grant for the already approved Downtown Enhancement Project. This has been budgeted and it will be necessary to employ a grant administrator to help facilitate all the necessary paperwork associated with state and federal requirements attached with the funding. This agreement will last the course of the project until closed.

RECOMMENATION:

Motion to approve the hiring on Mona Lang as grant administrator for the RAP grant and authorize the signing of the attached contract for her employment.

ALTERNATIVE:

None.

INDEPENDENT CONTRACTOR AGREEMENT

Downtown Development Authority (DDA) Independent Consultant

This Agreement is entered into on June 30, 2023, between the City of Negaunee (“Negaunee”) and Mona Lang, (“Independent Contractor”).

WHEREAS, Negaunee, a Michigan municipality, intends to contract with Independent Contractor, an individual for the performance of certain tasks;

WHEREAS, Independent Contractor’s principal business address is: 1806 N. Creek Circle, Marquette, MI 49855.

WHEREAS, Negaunee’s principal business address is: PO Box 70, 319 W. Case Street, Negaunee, MI 49866.

WHEREAS, Negaunee has obtained an American Rescue Plan Funding Revitalization and Placemaking (RAP) grant through the Michigan Economic Development Corporation for a place-based infrastructure project known as the “Negaunee Downtown Enhancement Project”.

WHEREAS, Independent Contractor declares she is a provider of professional services and is compliant with all federal, state, and local laws regarding any permits and licenses of any kind that may be required to conduct the said terms of this Agreement;

THEREFORE, in consideration of the mutual promises contained within, the parties promise and agree as follows:

Negaunee engages the Independent Contractor to perform the following tasks or services, together with such other tasks as may be mutually agreed upon in writing between both parties:

Assist in the management and administration of grant compliance including Federal and State requirements as stated in the Grant Agreement between Negaunee and the MEDC.

Collect and maintain all contract documents and agreements for all project contractors and subcontractors including verification of required insurance documentation.

Ensure verification of all contractor and subcontractor eligibility.

Assist the project engineer in ensuring all Department of Labor Wage Decisions are verified and including in all contract documents. Review and verify all required payroll documentation including review of weekly payroll reports and completion of weekly

payroll review worksheets to ensure compliance with federal wage and benefit decisions and required face-to-face interviews with labors and mechanics.

Meetings with Negaunee staff, engineer, and contractors as requested by owner.

Facilitation between vendors and City staff as requested.

Assist Negaunee staff with budget and financial processes regarding grant and project funds.

Assist project engineer in review of all invoice and contractor pay requests to ensure compliance with grant requirements including maintaining file of all pay requests and evidence of payment necessary for submittal for grant disbursement requests.

Assist with submittal of disbursement requests documents as specified in the Grant Agreement.

Assist with all grant close-out procedures including grant monitoring visits by Grantor.

TERM. This agreement is effective for one (1) year the period beginning on May 1, 2023, through and including June 1, 2024, unless sooner terminated, or extended, by mutual written agreement of the parties hereto.

PAYMENT FOR SERVICES: Negaunee shall pay Independent Contractor for services performed by Independent Contractor, at rate of \$1,200.00 per month during the term of the contract consistent with Negaunee's accounts payable procedures. Negaunee further agrees to pay for materials, upon written request by Independent Contractor, which have been approved for purchase by the Negaunee City Manager. Independent Contractor shall submit receipts for all purchases for which she seeks reimbursement.

GENERAL SUPERVISION: Negaunee's City Manager will supervise the Independent Contractor, but the Independent Contractor is responsible for the day-to-day performance of tasks and services. Independent Contractor shall regularly report to the Negaunee City Manager regarding the status of the day-to-day performance of tasks and services.

CITY-INDEPENDENT CONTRACTOR RELATIONSHIP: Negaunee City Staff shall provide the consultant with access to information necessary to complete the tasks and services herein contained.

NO PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Independent Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, F.I.C.A., F.U.T.A., Federal Personal Income Tax, State Personal Income Tax, State Disability Insurance Tax, and State Unemployment Insurance Tax. Independent Contractor shall assume full and sole responsibility for all such taxes. Independent

Contractor shall assume full and sole responsibility any for Workers' Compensation Insurance.

TERMINATION. Either party may terminate this agreement at any time, for any reason or no reason, with at least 30 days written notice to the other party.

WAIVER OF BREACH. The waiver of either Negaunee or Independent Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Negaunee or Independent Contractor.

SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any one or more of the provisions contained in this agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability for any such provision in every other respect and of the remaining provisions of this agreement shall not be in any way impaired.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein.

Nathan Heffron
City of Negaunee Manager

Dated: _____, 2023

Mona Lang
Independent Contractor

Dated: _____, 2023

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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b

- Public Hearing Agenda Items Consent Agenda

To: Oberstar Change Order

BACKGROUND:

The attached change order calls for an overall increase of \$2,238,588 for phase I water improvements.

Date of Issuance:	Effective Date:
Owner: City of Negaunee	Owner's Contract No.:
Contractor: Oberstar	Contractor's Project No.:
Engineer: U.P. Engineers & Architects, Inc.	Engineer's Project No.: N10-19591
Project: Phase 1 Water System Improvements	Contract Name: Phase 1 Water System Improvements


The Contract is modified as follows upon execution of this Change Order:

Description:

Contract Price: Interim quantity adjustment, see Table 1. The addition of participating and non-participating work quantities into the project cost, see Table 2.

Attachments: *Table 1, and Table 2.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,875,570.00</u>	Original Contract Times: Substantial Completion: <u>April 29, 2023</u> Ready for Final Payment: <u>May 29, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u>1</u> : \$ <u>509,827.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>4,385,397.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 31, 2023</u> days or dates
Increase [Decrease] of this Change Order: \$ <u>2,238,588.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>6,623,985.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 31, 2023</u> days or dates

RECOMMENDED	ACCEPTED:	ACCEPTED:
By: <u></u> By: _____ By: _____ Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)		
Title: <u>Project Manager</u> Title _____ Title _____		
Date: <u>7-5-23</u> Date _____ Date _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CITY OF MEGAUNEE
 PHASE 1 WATER SYSTEM IMPROVEMENTS
 CHANGE ORDER #2

TABLE 1
 INTERIM QUANTITY ADJUSTMENT

Item No.	Description	Bid Quantity	Unit	Bid Unit Price	Bid Price	Total Adjusted Qty Thru CO#2	CO#2 Quantity Adjustments	CO#2 Price Adjustment	Table 1 Total Thru CO#2
W1	MOBILIZATION	1	LSUM	240,000.00	\$240,000	1	0	0.00	240,000.00
W2	TRAFFIC CONTROL	1	LSUM	65,000.00	\$65,000	1	0	0.00	65,000.00
W3	DEWATERING	1	LSUM	20,000.00	\$20,000	1	0	0.00	20,000.00
W4	DUCTILE IRON WATERMAIN, 6 INCH	950	LF	65.00	\$61,750	950	0	0.00	61,750.00
W5	DUCTILE IRON WATERMAIN, 8 INCH	11100	LF	65.00	\$721,500	11,100	0	0.00	721,500.00
W6	DUCTILE IRON WATERMAIN, 10 INCH	250	LF	160.00	\$40,000	250	0	0.00	40,000.00
W6	DUCTILE IRON WATERMAIN, 12 INCH	30	LF	200.00	\$6,000	1,030	0	0.00	206,000.00
W7	8 INCH DIRECTIONAL BORE WATERMAIN	350	LF	210.00	\$73,500	350	0	0.00	73,500.00
W8	4 INCH FLOWABLE FILL	250	LF	5.00	\$1,300	260	0	0.00	1,300.00
W9	6 INCH FLOWABLE FILL	100	LF	7.00	\$700	100	0	0.00	700.00
W10	WATERMAIN, 4 INCH CUT AND PLUG	2	EA	500.00	\$1,000	2	0	0.00	1,000.00
W11	WATERMAIN, 6 INCH CUT AND PLUG	1	EA	550.00	\$550	1	0	0.00	550.00
W12	6 INCH GATE VALVE & BOX	46	EA	1,900.00	\$87,400	46	0	0.00	87,400.00
W13	8 INCH GATE VALVE & BOX	56	EA	2,575.00	\$144,200	56	0	0.00	144,200.00
W14	10 INCH GATE VALVE AND BOX	10	EA	3,600.00	\$36,000	10	0	0.00	36,000.00
W15	12 INCH GATE VALVE AND BOX	1	EA	6,000.00	\$6,000	1	0	0.00	6,000.00
W16	16 INCH GATE VALVE AND BOX	0	EA	25,000.00	\$0	0	0	0.00	0.00
W17	CONNECT TO 6 INCH WATERMAIN	21	EA	2,400.00	\$50,400	21	0	0.00	50,400.00
W18	CONNECT TO 8 INCH WATERMAIN	10	EA	2,400.00	\$24,000	10	0	0.00	24,000.00
W19	CONNECT TO 10 INCH WATERMAIN	18	EA	3,000.00	\$54,000	18	0	0.00	54,000.00
W20	CONNECT TO 12 INCH WATERMAIN	2	EA	3,300.00	\$6,600	2	0	0.00	6,600.00
W21	HYDRANT REM	25	EA	300.00	\$7,500	25	0	0.00	7,500.00
W22	FIRE HYDRANT	39	EA	5,600.00	\$218,400	39	0	0.00	218,400.00
W23	1 INCH COPPER WATER SERVICE	6600	LF	37.00	\$244,200	6,600	0	0.00	244,200.00
W24	1 INCH WATER SERVICE CONNECTION	204	EA	800.00	\$163,200	204	0	0.00	163,200.00
W25	12 INCH GRANULAR SUBBASE (CIP)	30000	SYD	0.75	\$22,500	30,000	0	0.00	22,500.00
W26	AGGREGATE BASE, 8 INCH	30000	SYD	0.90	\$27,000	30,000	0	0.00	27,000.00
W27	HMA 4E1, 1.5 INCH	2500	TON	108.00	\$270,000	2,500	0	0.00	270,000.00
W28	HMA 5E1, 1.5 INCH	2500	TON	110.00	\$275,000	2,500	0	0.00	275,000.00
W29	HMA APPROACH, 2 INCH	50	TON	176.00	\$8,800	50	0	0.00	8,800.00
W30	PAVEMENT MARKINGS	2100	LF	1.50	\$3,300	2,200	0	0.00	3,300.00
W31	HMA SURFACE, REM	30000	SYD	1.50	\$45,000	30,000	0	0.00	45,000.00
W32	CURB AND GUTTER, REM	10200	LF	3.00	\$30,600	10,200	0	0.00	30,600.00
W33M	CURB AND GUTTER, CONC, DET F2	400	LF	23.00	\$9,200	400	0	0.00	9,200.00
W34M	CURB AND GUTTER, CONC, DET F2	6000	LF	19.50	\$117,000	6,000	0	0.00	117,000.00
W35M	CURB AND GUTTER, CONC, DET M	600	LF	22.00	\$13,200	600	0	0.00	13,200.00
W36M	CURB AND GUTTER, CONC, DET E2	200	LF	26.00	\$5,200	200	0	0.00	5,200.00
W37M	CURB AND GUTTER, CONC, DET F2	2600	LF	26.00	\$67,600	2,600	0	0.00	67,600.00
W38M	CURB AND GUTTER, CONC, DET M	250	LF	29.00	\$7,250	250	0	0.00	7,250.00
W39M	CURB RAMP OPENING, CONC	210	LF	32.00	\$6,720	210	0	0.00	6,720.00
W40	CONCRETE DRIVE REM	3100	SFT	0.50	\$1,550	3,100	0	0.00	1,550.00
W41	6 INCH CONCRETE DRIVE	1100	SFT	7.50	\$8,250	3,100	0	0.00	23,250.00
W42	SIDEWALK, REM	25000	SFT	0.60	\$15,000	25,000	0	0.00	15,000.00
W43	SIDEWALK, CONC, 4 INCH	25000	SFT	5.75	\$143,750	25,000	0	0.00	143,750.00
W44	SIDEWALK RAMP, CONC, 4 INCH	1200	SFT	7.00	\$8,400	1,200	0	0.00	8,400.00
W45	DETECTABLE WARNING SURFACE	150	LF	45.00	\$6,750	150	0	0.00	6,750.00
W46	AGGREGATE DRIVEWAY, 23A, 6 INCH, CIP	250	SYD	7.00	\$1,750	250	0	0.00	1,750.00
W47	TURF RESTORATION	8000	LF	12.00	\$96,000	8,000	0	0.00	96,000.00
W48	INLET PROTECTION, FABRIC DROP	72	EA	125.00	\$9,000	72	0	0.00	9,000.00
W49	ROCK EXCAVATION	300	CYD	100.00	\$30,000	300	0	0.00	30,000.00
W50	SPECIAL STONE PIPE BEDDING	300	LF	8.00	\$2,400	300	0	0.00	2,400.00
W51	WATERMAIN POLYWRAP	300	LF	3.00	\$900	300	0	0.00	900.00
W52	SANITARY SEWER, PVC, 6 INCH, REPAIR	50	LF	45.00	\$2,250	50	0	0.00	2,250.00
W53	SANITARY SEWER, PVC, 8 INCH, REPAIR	50	LF	35.00	\$1,750	50	0	0.00	1,750.00
W54	SANITARY SEWER, PVC, 12 INCH, REPAIR	100	LF	75.00	\$7,500	100	0	0.00	7,500.00
W55	SANITARY SEWER, PVC, 24 INCH, REPAIR	30	LF	100.00	\$3,000	30	0	0.00	3,000.00
W56	STORM SEWER, CL A, 6 INCH, REPAIR	150	LF	40.00	\$6,000	150	0	0.00	6,000.00
W57	STORM SEWER, CL A, 8 INCH, REPAIR	50	LF	45.00	\$2,250	50	0	0.00	2,250.00
W58	STORM SEWER, CL A, 10 INCH, REPAIR	150	LF	55.00	\$8,250	150	0	0.00	8,250.00
W59	STORM SEWER, CL A, 12 INCH, REPAIR	150	LF	60.00	\$9,000	150	0	0.00	9,000.00
W60	STORM SEWER, CL A, 18 INCH, REPAIR	100	LF	65.00	\$6,500	100	0	0.00	6,500.00
W61	STORM SEWER, CL A, 20 INCH, REPAIR	100	LF	70.00	\$7,000	100	0	0.00	7,000.00
W62	STORM SEWER, CL A, 24 INCH, REPAIR	150	LF	75.00	\$11,250	150	0	0.00	11,250.00
W63	SIGN, TYPE III, REM	20	EA	75.00	\$1,500	20	0	0.00	1,500.00
W64	SIGN, TYPE III, ERECT, SALV.	20	EA	125.00	\$2,500	20	0	0.00	2,500.00
W65	SPECIAL TRENCH BACKFILL	500	CYD	10.00	\$5,000	500	0	0.00	5,000.00
W66	TEMPORARY WATER SERVICE CONNECTION	250	EA	150.00	\$37,500	250	0	0.00	37,500.00
N27	HMA 4E1, 1.5 INCH	0	TON	108.00	\$0	550	0	0.00	59,400.00
N28	HMA 5E1, 1.5 INCH	0	TON	110.00	\$0	550	0	0.00	60,500.00
N62	HMA SURFACE REV & AGG REGRADING	0	SYD	5.00	\$0	6250	0	0.00	31,250.00
W37	Curb and Gutter, Rem	0	FT	3.00	\$0	888	0	0.00	2,664.00
CO#1-1	Excavation, Earth	0	CYD	10.00	\$0	2525	0	0.00	25,250.00
CO#1-2	Aggregate Base, 8 inch	0	SYD	13.00	\$0	3975	0	0.00	51,675.00
CO#1-3	Curb and Gutter, Conc, Det D2	0	FT	51.00	\$0	217	0	0.00	11,092.50
CO#1-4	Curb and Gutter, Conc, Det F4	0	FT	34.00	\$0	865	0	0.00	29,410.00
CO#1-5	Curb and Gutter, Conc, Det F4, Modified	0	FT	49.00	\$0	362	0	0.00	17,762.50
CO#1-6	Curb and Gutter, Conc, Det F4, Special	0	FT	49.00	\$0	425	0	0.00	20,825.00
Subtotal					\$3,875,570		\$0.00	\$4,385,397.50	

Non-Participating

Item No.	Description	Bid Quantity	Unit	Bid Unit Price	Bid Price	Total Adjusted Qty Thru CO#2	CO#2 Quantity Adjustments	CO#2 Price Adjustment	Table 1 Total Thru CO#2
N27	HMA 4E1, 1.5 INCH	0	TON	108.00	\$0	550	550	\$59,400.00	\$9,400.00
N28	HMA 5E1, 1.5 INCH	0	TON	110.00	\$0	550	550	\$60,500.00	\$0.00
N62	HMA SURFACE REV & AGG REGRADING	0	SYD	5.00	\$0	6250	6,250	\$31,250.00	\$31,250.00
W37	Curb and Gutter, Rem	0	FT	3.00	\$0	888	888	\$2,664.00	\$2,664.00
CO#1-1	Excavation, Earth	0	CYD	10.00	\$0	2525	2,525	\$25,250.00	\$25,250.00
CO#1-2	Aggregate Base, 8 inch	0	SYD	13.00	\$0	3975	3,975	\$51,675.00	\$51,675.00
CO#1-3	Curb and Gutter, Conc, Det D2	0	FT	51.00	\$0	218	218	\$11,092.50	\$11,092.50
CO#1-4	Curb and Gutter, Conc, Det F4	0	FT	34.00	\$0	865	865	\$29,410.00	\$29,410.00
CO#1-5	Curb and Gutter, Conc, Det F4, Modified	0	FT	49.00	\$0	363	363	\$17,762.50	\$17,762.50
CO#1-6	Curb and Gutter, Conc, Det F4, Special	0	FT	49.00	\$0	425	425	\$20,825.00	\$20,825.00
								\$309,827.50	\$309,827.50

**CITY OF NEGAUNEE
PHASE 1 WATER SYSTEM IMPROVEMENTS
Change Order No. 2
Table 2**

PARTICIPATING (RD FUNDING)		Quantity	Unit	Unit Price	Total
CO#2-1	Tree Removal 6"-18"	10	EA	900.00	\$9,000.00
CO#2-2	Tree Removal 19"-36"	10	EA	1,300.00	\$13,000.00
CO#2-3	Stump Removal 6"-18"	10	EA	700.00	\$7,000.00
CO#2-4	Stump Removal 19"-36"	10	EA	1100.00	\$11,000.00
CO#2-5	Geofabric (8 oz.)	10000	SYD	4.00	\$40,000.00
CO#2-6	Concrete Retaining Wall - Variable Height 6"-24"	50	FT	42.00	\$2,100.00
CO#2-7	ADA Catch Basin Casting (Frame & Cover)	6	EA	1,400.00	\$8,400.00
CO#2-8	1 INCH DIRECTIONAL BORE WATER SERVICE	250	FT	90.00	\$22,500.00
CO#2-9	Sidewalk, Remove (with root removal)	500	SYD	10.00	\$5,000.00
USDA RD Cost					\$118,000.00

NON - PARTICIPATING (CITY OF NEGAUNEE)		Quantity	Unit	Unit Price	Total
W5	DUCTILE IRON WATERMAIN, 8 INCH	300	LF	20.00	\$6,000.00
W6	DUCTILE IRON WATERMAIN, 12 INCH	1000	LF	10.00	\$10,000.00
W13	8 INCH GATE VALVE & BOX	7	EA	425.00	\$2,975.00
W15	12 INCH GATE VALVE AND BOX	5	EA	500.00	\$2,500.00
W17	CONNECT TO 6 INCH WATERMAIN	2	EA	400.00	\$800.00
W18	CONNECT TO 8 INCH WATERMAIN	1	EA	500.00	\$500.00
W19	CONNECT TO 10 INCH WATERMAIN	1	EA	600.00	\$600.00
W21	HYDRANT REM	5	EA	100.00	\$500.00
W22	FIRE HYDRANT	5	EA	400.00	\$2,000.00
W23	1 INCH COPPER WATER SERVICE	400	LF	23.00	\$9,200.00
W34	1 INCH WATER SERVICE CONNECTION	10	EA	300.00	\$3,000.00
W25	12 INCH GRANULAR SUBBASE (CIP)	3650	SYD	13.25	\$48,362.50
W26	AGGREGATE BASE, 8 INCH	6142	SYD	4.00	\$24,568.00
W27	HMA, 4EL	603	TON	21.00	\$12,663.00
W28	HMA, 5EL	363	TON	11.00	\$3,993.00
6020104	Conc Pavt, Nonreinf, 8 inch	600	SYD	125.00	\$75,000.00
2040050	Pavt, Rem	600	SYD	20.00	\$12,000.00
2050016	Excavation, Earth	5050	CYD	10.00	\$50,500.00
3020020	Aggregate Base, 8 inch	1808	SYD	13.00	\$23,504.00
8127051	Traffic Control	1	LSUM	40,000.00	\$40,000.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	15	EA	250.00	\$3,750.00
5010002	Cold Milling HMA Surface	3850	SYD	6.00	\$23,100.00
5010005	HMA Surface, Rem	9835	SYD	6.00	\$59,010.00
5010025	Hand Patching	5	TON	250.00	\$1,250.00
5012024	HMA, 4EL	72	TON	129.00	\$9,288.00
5012036	HMA, 5EL	267	TON	121.00	\$32,307.00
6020104	Conc Pavt, Reinf 8 inch, Decorative	2110	SFT	15.00	\$31,650.00
	Brick Pavers	6400	SFT	22.00	\$140,800.00
7117001	Pipe Bollards	12	EA	850.00	\$10,200.00
	Water Shutoff, ADI, Case 1	5	EA	500.00	\$2,500.00
CO#2-NP1	Building Penetration/Restoration	6	EA	400.00	\$2,400.00
CO#2-NP2	Mobilization	1	LSUM	80,000.00	\$80,000.00
CO#2-NP3	Contractor Staking	1	LSUM	40,000.00	\$40,000.00
CO#2-NP4	Staking Plan Errors and Extras, Max \$180/HR	15	Hour	180.00	\$2,700.00
CO#2-NP5	Sanitary Sewer, Connection, 24"	2	EA	3,500.00	\$7,000.00
CO#2-NP6	DUCTILE IRON WATER SERVICE, 6 INCH INTO BLDG	20	EA	12,000.00	\$240,000.00
2030011	Dr Structure, Rem	1	EA	650.00	\$650.00
2040021	Curb, Rem	250	FT	11.00	\$2,750.00
2040020	Curb and Gutter, Rem	1775	FT	12.00	\$21,300.00
2040055	Sidewalk, Rem	3685	SYD	8.00	\$29,480.00
2047001	Retaining Wall, Rem	83	FT	50.00	\$4,150.00
4030005	Dr Structure Cover, Adj, Case 1	17	EA	1,350.00	\$22,950.00
4030006	Dr Structure Cover, Adj, Case 2	1	EA	1,250.00	\$1,250.00
4030010	Dr Structure Cover, Type B	4	EA	1,250.00	\$5,000.00
4030050	Dr Structure Cover, Type K	7	EA	1,200.00	\$8,400.00
6020054	Conc Pavt, Misc, Nonreinf, 8 inch	40	SYD	175.00	\$7,000.00
8020031	Curb and Gutter, Conc, Det D2	435	FT	51.00	\$22,185.00
8020038	Curb and Gutter, Conc, Det F4	1730	FT	34.00	\$58,820.00
8020038	Curb and Gutter, Conc, Det F4, Modified	725	FT	49.00	\$35,525.00
8020038	Curb and Gutter, Conc, Det F4, Special	850	FT	49.00	\$41,650.00
8030046	Sidewalk, Conc, 6 inch, Modified	32700	SFT	11.60	\$379,320.00
8030100	Steps, Conc	2	CYD	2,500.00	\$5,000.00
8037001	Detectable Warning Surface, Modified	145	FT	115.00	\$16,675.00
2030016	Sewer, Rem, 24 inch to 48 inch	225	FT	55.00	\$12,375.00
4010047	Culv End Sect, Conc, 12 inch	1	EA	700.00	\$700.00
4020600	Sewer, Cl E, 12 inch, Tr Det B	196	FT	75.00	\$14,700.00
4021275	Video Taping Sewer and Culv Pipe	196	FT	10.00	\$1,960.00
4030200	Dr Structure, 24 inch dia	1	EA	3,800.00	\$3,800.00
4030210	Dr Structure, 48 inch dia	1	EA	4,400.00	\$4,400.00
4030312	Dr Structure, Tap, 12 inch	1	EA	900.00	\$900.00
8252037	Sanitary Sewer, PVC, 24 Inch, Tr Det B2	225	FT	340.00	\$76,500.00
8252072	Sanitary Structure, 48 inch dia	2	EA	7,500.00	\$15,000.00
8252098	Sanitary Structure Cover, Type Q	2	EA	1,350.00	\$2,700.00
8252105	Sanitary Structure, Rem	1	EA	1,000.00	\$1,000.00

City of Negaunee Cost \$1,810,760.50

Change Order No.2 Total =	PARTICIPATING USDA RD FUNDING		NON-PARTICIPATING CITY OF NEGAUNEE		Total
	Table 1 +	Table 2 +	Table 1 +	Table 2	
	\$0.00	\$118,000.00	\$309,827.50	\$1,810,760.50	= \$2,238,588.00

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- Standard Electric Bid

BACKGROUND:

This resolution is to support awarding the lighting contract for the already approved and budgeted for Downtown Enhancement Project to Standard Eclectic. This includes the light fixtures and extensions only.

Light fixture and extension brackets

RECOMMENATION:

Motion to award Standard Eclectic the Downtown Enhancement Project lighting contract in the amount of \$67,681.25, to include light fixtures and extension only.

ALTERNATIVE:

None.



Standard Electric - Marquette
 3060 Wright St.
 Marquette, MI 49855
 906-228-9570

QUOTE

Outside Sales Rep	
Scott Schwenke	
Reference	
Duns No.	
008902850	
Quote No:	To Be Shipped From
20067871-00	STANDARD ELECTRIC - MARQUETTE



QUO



Quote No: 20067871-00

Bill To: 812735	CITY OF NEGAUNEE
	P O BOX 70 NEGAUNEE, MI 49866-

Ship To: 00	CITY OF NEGAUNEE
	600 CHERRY ST. P O BOX 70 00 NEGAUNEE, MI 49866-

Customer PO #	Quote Placed By	Quote Taken By	Date Entered
ARM / HEAD		Scott Schwenke	06/29/23

Quote good for 24 hours from Entered Date. Quantity available to Ship calculated at time of Quote. All Quotes are plus Freight unless otherwise stated.

Line #	Product and Description	Quantity Ordered	Qty Available to ship	Price U/M	Unit Price	Extended Price
1	REVTENONRCS9613BLACK08AT REV TENON-RCS/9613 SOCKE T-PEN-BLACK08-AT14 ARM AND HEAD COMBINATION CARDINAL BLACK BK-08 (6402-BK08) FREIGHT ALLOWED 8 WEEK LEAD	35	0	each	1,933.75000	67,681.25

1 Lines Total	Material Total	67,681.25
	Invoice Total	67,681.25

Notwithstanding anything else in this quote, if a Manufacturer requires a deposit or prepayment prior to accepting our Company's Purchase Order and/or shipment of the material, that requirement shall be the responsibility of our customer. This requirement shall be applicable whether communicated prior to or after Customer's acceptance of this quote. Any applicable sales or use taxes are not included in this quote unless separately listed.

Taken by: Scott Schwenke

Phone:

Email: Scott.Schwenke@Wittock.com

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- Nagelkirk Gardens Landscaping Contact

BACKGROUND:

This resolution is to support awarding the landscaping contract for the already approved and budgeted for Downtown Enhancement Project to Nagelkirk Gardens. Their contract is set not to exceed \$200,000.00. it will include plantings, installation of irrigation systems, a one-year warranty, and maintenance plan.

RECOMMENATION:

Motion to award Nagelkirk the landscaping contract for the already approved and budgeted for Downtown Enhancement Project, not to exceed \$200,000.00.

ALTERNATIVE:

None.

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- StreetScape Easement Agreements

BACKGROUND:

This resolution is in support of the already approved Downtown Enhancement Project. Since this is an agreement, by charter this specific action will need to be approved by council.

This resolution allows for the city to construct in-part, the Downtown Enhancement Project, as well as conduct other necessary activities found therein under the agreements. These actions include installation of landscaping and utility services.

RECOMMENATION:

Approve the resolution supporting the attached easements agreements.

ALTERNATIVE:

None.

CITY OF NEGAUNEE

RESOLUTION TO APPROVE STREETScape EASEMENT AGREEMENTS

Upon motion made by Council Member _____, supported by Council Member _____ the following Resolution was adopted:

RESOLVED, the City of Negaunee (the "City") believes it is in the interest of health, safety and wellbeing of its residents and visitors to encourage uses of its outdoor properties and facilities.

RESOLVED, the City supports the creation and rehabilitation of its properties to provide welcoming spaces for the public to enjoy.

RESOLVED, the City is committed to the success of its newly established Social District in the Downtown area of the City.

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

RESOLVED, the City finds and concludes that public recreation is in the interest of promoting the health, safety and welfare of the community, and that this project will add value to the City's public recreation assets and facilities.

RESOLVED, the City finds this project will further support and enhance current public festivals, commemoration, and public celebration, and will encourage additional such events which support the public wellbeing.

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

RESOLVED, that identified easements attached hereto as Exhibit 1 and Exhibit 2 will help achieve the aforementioned objectives and the City Manager is authorized to execute such agreements.

Those voting Aye: _____

Those voting Nay: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MARQUETTE)

I, Judy Iwanski, Clerk of The City of Negaunee, Michigan, Do Hereby Certify that the above is a true and correct copy of Resolution to Approve Streetscape Easement Agreements, which shall be attached as Exhibit K, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

PUBLIC USE EASEMENT

The Grantor, **CHRISTOPHER SMOCK**, of 207 Silver Street, Ishpeming, Michigan, 49849, conveys an Easement to Grantee **CITY OF NEGAUNEE**, a municipal corporation of 319 West Case Street, Negaunee, Michigan, 49866, under the following terms and conditions:

Burdened Parcel

Parts of Lot 45, Lot 77, Lot 78, and North 10 feet of Lot 76 of the Iron Plat of the City of Negaunee, as more particularly described on the attached Exhibit A and Exhibit B.

Tax Parcel: 52-53-010-041-00

Benefitted Property

All public property, including roadways and road right of ways, adjacent to the Burdened Parcel.

Surveyed Legal Description of Easement

As particularly shown on Easement Exhibit prepared by U.P. Engineers & Architects for the City of Negaunee. See Exhibit A and Exhibit B.

Permanent Appurtenant Easement

This easement is permanent and runs with the land (appurtenant to the real properties) to subsequent owners, heirs, devisees, assigns or grantees of any kind.

Non-Exclusive Use

The easement that is granted herein is not exclusive. Grantor reserves full rights to use the easement or to provide the use of the easement to others and to use the easement concurrently with Grantees; as long as there is no interference with the purpose of Grantee's use.

Scope and Use of the Easement

The easement granted herein is for general public ingress and egress; vegetative planting on the easement, with irrigation of same; installation of lighting; installation of pavers, concrete, asphalt or other materials to improve the walkways for safety and use.

This easement is provided for no actual consideration and is exempt from transfer taxes pursuant to MCL 207.526(a) and MCL 207.505(a).

Attestation

/s/ _____
Christopher Smock

Date

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by Christopher Smock.

, Notary Public
My Commission expires:
County of Marquette, State of Michigan

Prepared by:
William T. Nordeen
O’Dea, Nordeen and Pickens P.C.
122 West Spring Street
Marquette, MI 49855
(906) 225-1770
bnordeen@mqt-law.com

EXHIBIT A

FOR: CITY OF NEGAUNEE
RE: *Christopher Smith Easement*
DATE: 04/27/2023

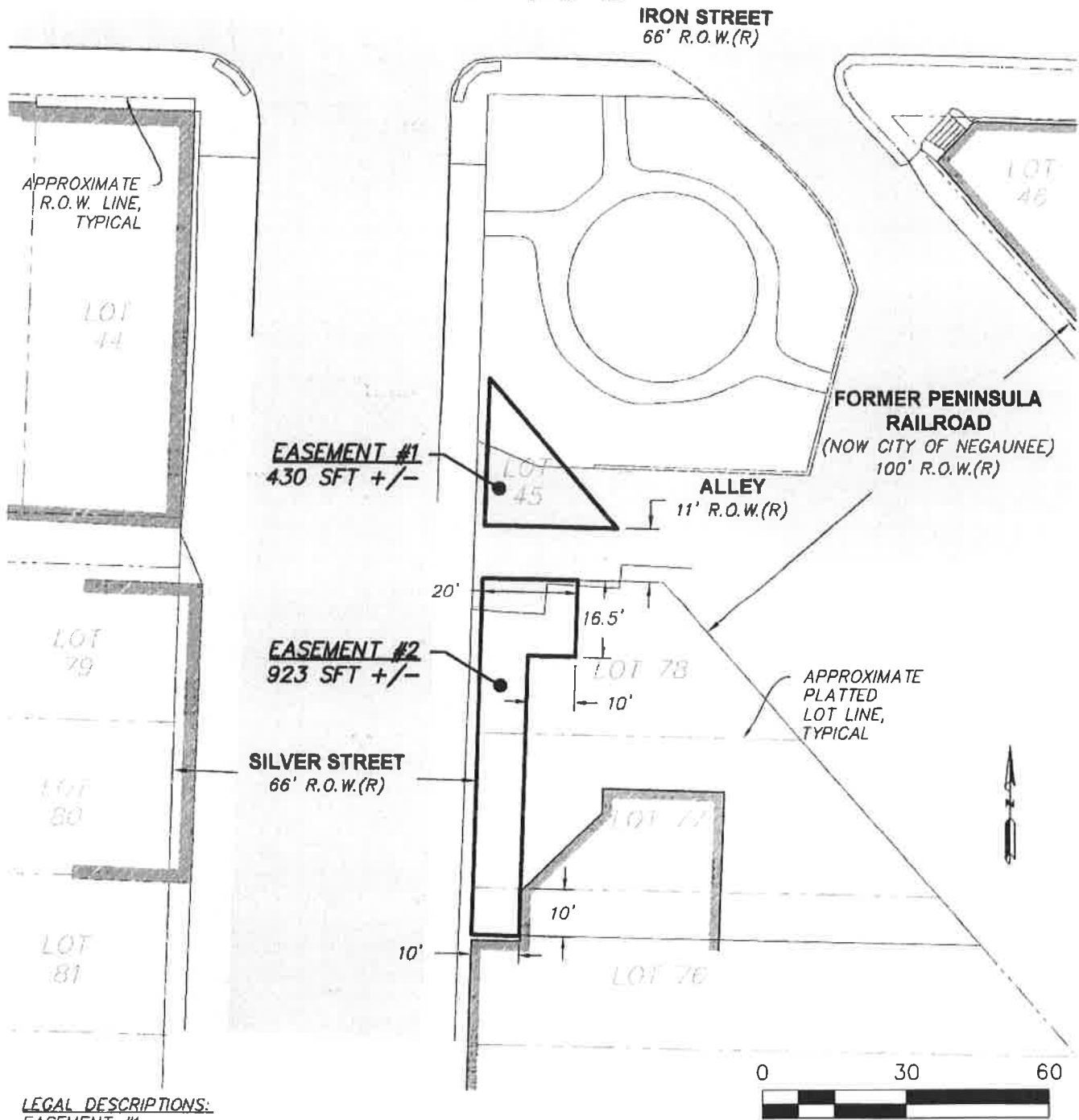
LEGAL DESCRIPTIONS

The following easements situated in the Iron Plat of the City of Negaunee, Marquette County Michigan, more particularly described as follows:

Easement #1:
Lot 45 of the Iron Plat of the City of Negaunee.

Easement #2:
The West 10 feet of the North 10 feet of Lot 76, the West 10 feet of Lot 77, the West 10 feet of the South Half of Lot 78, and the West 20 feet of the North half of Lot 78, all in the Iron Plat of the City of Negaunee, except any portion of the above-described area that is covered by or within 0.5 feet of any existing building.

EXHIBIT B



LEGAL DESCRIPTIONS:

EASEMENT #1:
 LOT 45 OF THE IRON PLAT OF THE CITY OF NEGAUNEE.

EASEMENT #2:
 THE WEST 10 FEET OF THE NORTH 10 FEET OF LOT 76, THE WEST 10 FEET OF LOT 77, THE WEST 10 FEET OF THE SOUTH HALF OF LOT 78, AND THE WEST 20 FEET OF THE NORTH HALF OF LOT 78, ALL IN THE IRON PLAT OF THE THE CITY OF NEGAUNEE. EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED AREA THAT IS COVERED BY OR WITHIN 0.5 FEET OF ANY EXISTING BUILDING.

SCALE 1" = 30'

<p>UPEA ENGINEERS & ARCHITECTS</p>	<p>100 PORTAGE STREET HOUGHTON, MI 49931 (806) 482-4810</p>	<p>EASEMENT EXHIBIT LOTS 45, 76, 77 & 78, IRON PLAT CITY OF NEGAUNEE MARQUETTE COUNTY, MICHIGAN</p>	<p>PROJECT No: N10-03186 DATE: 04/27/2023 DRAWN: K.T.H. DWG: N10-03186 EASEMENTS</p>
<p>OTHER OFFICES IN: ISHPEMING, IRON MOUNTAIN, SAULT STE. MARIE, & MARINETTE, WI.</p>			<p>PAGE 1 OF 2</p>

PUBLIC USE EASEMENT

The Grantor, **LA KARKI PROPERTIES L.L.C.**, a Michigan limited liability company of 1110 County road GGG, Ishpeming, Michigan, 49849, conveys an Easement to Grantee **CITY OF NEGAUNEE**, a municipal corporation of 319 West Case Street, Negaunee, Michigan, 49866, under the following terms and conditions:

Burdened Parcel

Parts of Lot 55 of the Iron Plat of the City of Negaunee and the West 10 feet of the North 99 feet of vacated right of way of Marquette Street situated easterly and adjacent to said Lot 55; as more particularly described on the attached Exhibit A and Exhibit B.

Tax Parcel: 52-53-010-048-00

Benefitted Property

All public property, including roadways and road right of ways, adjacent to the Burdened Parcel.

Surveyed Legal Description of Easement

As particularly shown on Easement Exhibit prepared by U.P. Engineers & Architects for the City of Negaunee. See Exhibit A and Exhibit B.

Permanent Appurtenant Easement

This easement is permanent and runs with the land (appurtenant to the real properties) to subsequent owners, heirs, devisees, assigns or grantees of any kind.

Non-Exclusive Use

The easement that is granted herein is not exclusive. Grantor reserves full rights to use the easement or to provide the use of the easement to others and to use the easement concurrently with Grantees; as long as there is no interference with the purpose of Grantee's use.

Scope and Use of the Easement

The easement granted herein is for general public ingress and egress; vegetative planting on the easement, with irrigation of same; installation of lighting; installation of pavers, concrete, asphalt or other materials to improve the walkways for safety and use.

This easement is provided for no actual consideration and is exempt from transfer taxes pursuant to MCL 207.526(a) and MCL 207.505(a).

Attestation

/s/ _____

By: Adam Karki

Its: Managing Member and Registered Agent

_____ Date

The foregoing instrument was acknowledged before me this __ day of _____, 2023, by Adam Karki.

_____, Notary Public

My Commission expires:

County of Marquette, State of Michigan

Prepared by:
William T. Nordeen
O’Dea, Nordeen and Pickens P.C.
122 West Spring Street
Marquette, MI 49855
(906) 225-1770
bnordeen@mqt-law.com

EXHIBIT A

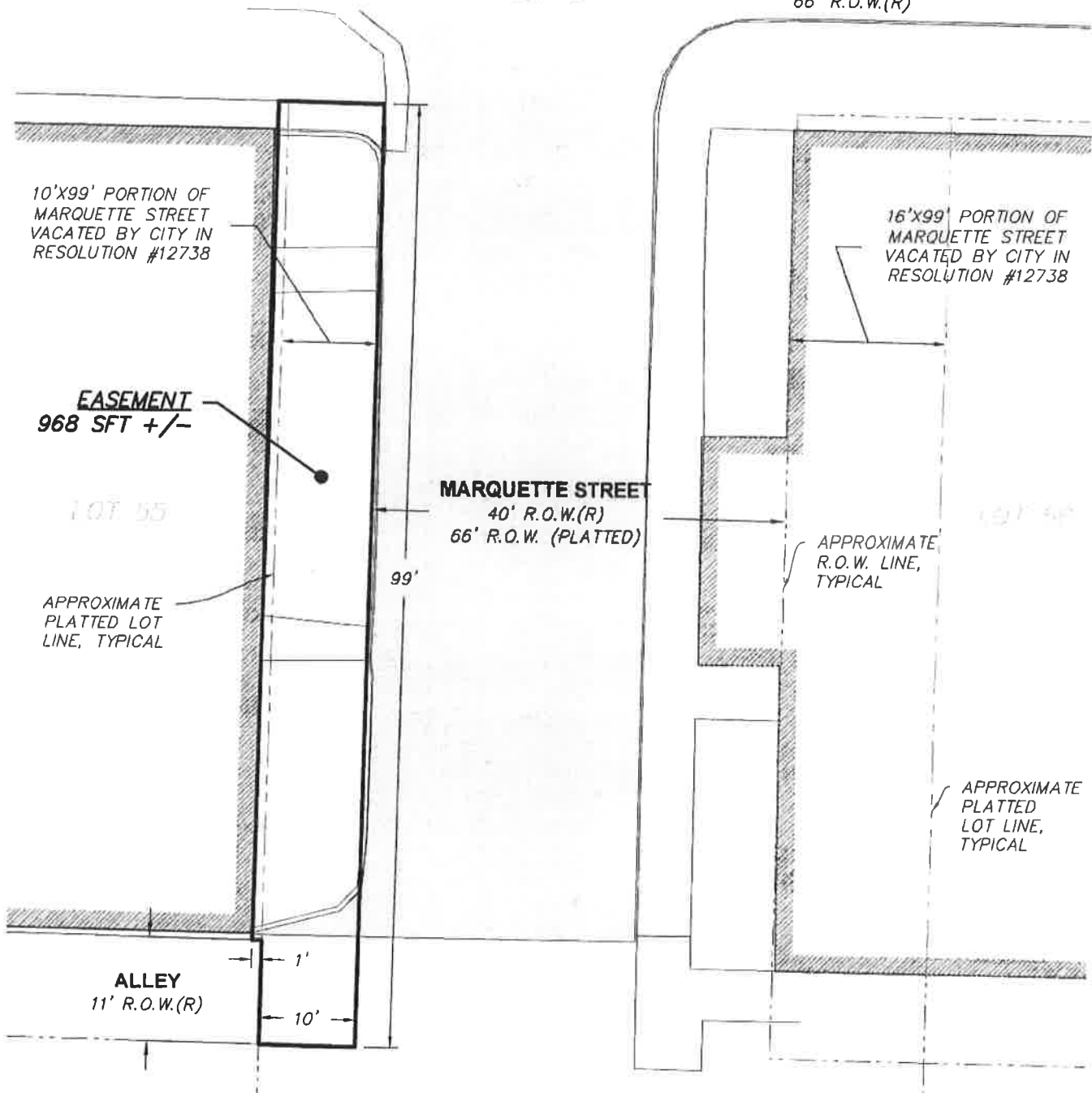
**FOR: CITY OF NEGAUNEE
RE: LA KARKI PROPERTIES L.L.C. EASEMENT
DATE: 04/27/2023**

LEGAL DESCRIPTION

The West 10 feet of the North 99 feet of Marquette Street and the East 1 foot of Lot 55, all in the Iron Plat of the City of Negaunee, Marquette County, Michigan, except any portion of the above-described area that is covered by or within 0.5 feet of any existing building.

EXHIBIT B

IRON STREET
66' R.O.W.(R)



LEGAL DESCRIPTION:

THE WEST 10 FEET OF OF THE NORTH 99 FEET OF PLATTED MARQUETTE STREET AND THE EAST 1 FOOT OF LOT 55 OF THE IRON PLAT OF THE CITY OF NEGAUNEE, EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED AREA THAT IS COVERED BY OR WITHIN 0.5 FEET OF ANY EXISTING BUILDING.



SCALE 1" = 15'



100 PORTAGE STREET
HOUGHTON, MI 49931
(806) 482-4810

EASEMENT EXHIBIT
LOT 55, IRON PLAT
CITY OF NEGAUNEE
MARQUETTE COUNTY, MICHIGAN

PROJECT No: N10-03186
DATE: 04/27/2023
DRAWN: K.T.H.
DWG: N10-03186 EASEMENTS

OTHER OFFICES IN: ISHPEMING, IRON MOUNTAIN, SAULT STE. MARIE, & MARINETTE, WI.

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
July 13, 2023**

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Public Hearing Agenda Items Consent Agenda

To: Consent Agenda Item- Farmer's Market Stands

BACKGROUND:

This resolution is to support the construction of two farmer's market stands associated with the Downtown Enhancement Project. The stands will be constructed by the UP-Construction Council's Summer Building Camp Program. The stands will be built by 29, 14–17-year-old students, with supervision.

RECOMMENATION:

Motion approved the construction of two farmer's market stands by the UP-Construction Council's Summer Building Camp Program for the Downtown Enhancement Project, not to exceed \$4500.00.

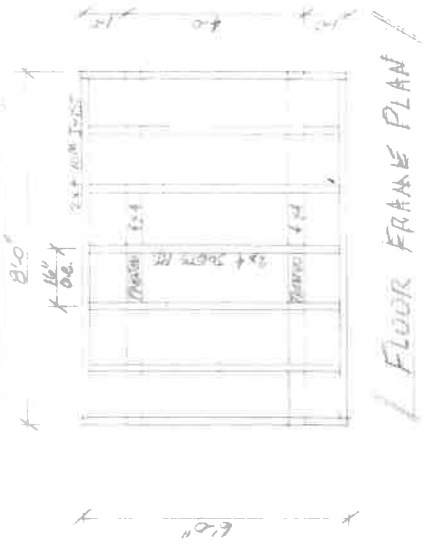
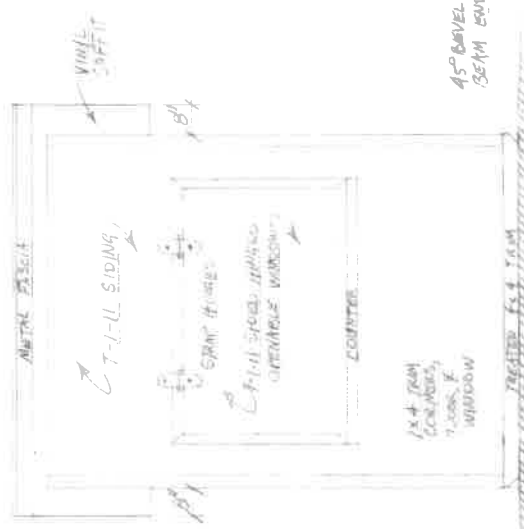
ALTERNATIVE:

None.

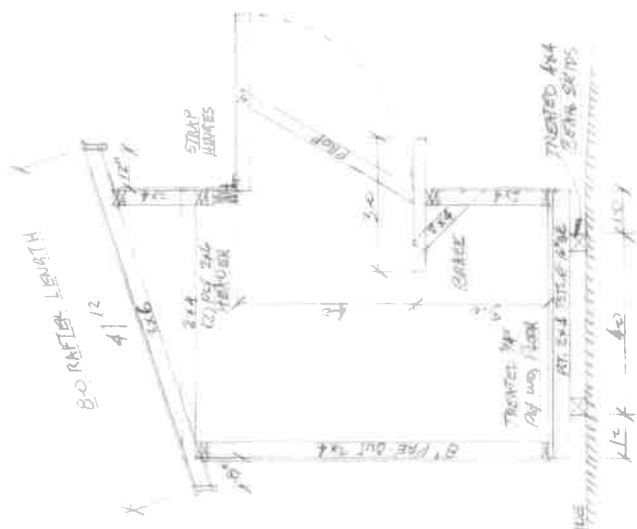


ERBNER'S MARKET STAND
 DRAWN BY: [Signature]
 APPROVED BY: [Signature]
 DATE: JUNE 2007
 ENGINEERING FIRM: [Signature]
 DRAWING NUMBER: [Signature]
 OF: [Signature]

CALIF. E. TICKS
 P.E.D. Cert. No. 18110



RIBBED METAL ROOFING
 FEET ROOF WALK COVERING
 3/8" G.S.B., ROOF SHEETING



STRUCTURAL SECTION
 SCALE 1/4" = 1'-0"

ENTRY SIDE ELEVATION

