

AGENDA
CITY OF NEGAUNEE REGULAR MEETING
AUGUST 10, 2023 @ 6:30 P.M.
NEGAUNEE SENIOR CENTER, 410 JACKSON ST (TOBIN St. ENTRANCE)

- 1. CALL TO ORDER**
- 2. PLEDGE TO FLAG**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC COMMENT (3 min. limit)**
- 6. UNFINISHED BUSINESS**
- 7. NEW BUSINESS**
 - 7.1 WPPI PRESENTATION**
 - 7.2 CITY MANAGER AGREEMENT RENEWAL**
 - 7.3 USDA DRAW #9 – PHASE I WATER PROJECT**
 - 7.4 GOLD STREET BYPASS PROJECT BIDS**
 - 7.5 BORING/TRENCHING BIDS**
 - 7.6 LACOMBE FIELD SIDEWALK IMPROVEMENT BIDS**
 - 7.7 BUFFALO ROAD CHANGE ORDER #2**
 - 7.8 WENONAH STREET PROJECT CHANGE ORDER #1**
- 8. CONSENT AGENDA**
 - 8.1 MINUTES – JULY 13, 2023 REGULAR MINUTES, JULY 25, 2023 SPECIAL MINUTES**
 - 8.2 CLAIMS AND ACCOUNTS**
 - 8.3 REVENUE/EXPENDITURE REPORTS -ESTIMATED TRIAL BALANCES**
 - 8.4 LIBRARY BOARD APPOINTMENT**
 - 8.5 IRON ORE HERITAGE TRAIL AUTHORITY APPOINTMENT**
- 9. PUBLIC COMMENT (3 min. limit)**
- 10. COUNCIL COMMITTEES**
COUNCIL MEMBERS
CITY MANAGER
CITY ATTORNEY
- 11. ADJOURNMENT**

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

7.1

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

To: Wisconsin Public Power Presentation

BACKGROUND:

A representative of WPPI will be attending the meeting to give a brief update.



12

Nathan Heffron, City Manager

June 23, 2023

RE: City Manager Contract Negotiations

To the Mayor and City Council,

In accordance with my employment contract with the City of Negaunee, as City Manager, specifically section II, part (a); this council has extended my contract for four years. My current contract is set to expire on January 15, 2024. I wish to enter into negotiations as it pertains to my contract. It is my desire to negotiate and to reach mutually agreed upon terms prior to our budget workshops, in October. If you should have any questions feel free to reach out to me at anytime to discuss this mater.

Respectfully submitted,



Nate Heffron, City Manager

Contract Request

Term of Contract:

January 15, 2024 to January 15, 2030

Severance Pay:

Equal to six-months annually salary.

Salary and Review:

Salary

2024	\$108,000 (Counter Offer)
2025	3% (\$111,240.00)
2026	3% (\$114,577.00)
2027	3% (\$118,143.00)
2028	3% (\$121,687.00)
2029	3% (\$125,337.00)
2030	3% (\$129,097.00)

Remove Advance

Review

Every two years as follows:

May 2026, 365 Review

May 2028, Review to be mutually agreed upon

May 2030, Review to be mutually agreed upon

Fringe Benefits

Vacation

35 each year, life for the contract

Retirement

Keep at current rate of 7%

Add to MERS Defined Benefit (New Division)

2.25% multiplier

Final Average Compensation period 3 years

8-year vesting – vesting & early eligibility service granted from date of hire of 6-years

Employee Contribution Rate – 0% **CHECKIN ON**

Just received a \$969,575 grant o bring out funding levels to 60%or above. MERS reps have also indicated that they have reached out to Treasury and that this will not affect tour current corrective action plan due to it being a new division. MERS is running an estimated actuarial on this senior, it will not be available until September.

Vehicle Allowance

Vehicle Allowance of \$500 per month

Employment Agreement

*Current
Contract*

This Employment Agreement (the "Agreement"), entered into between the City of Negaunee (the "City"), a municipal corporation, and Nathan Heffron (the "Employee") on this 15th day of October, 2019, is made for the purpose of employing the services of Employee as City Manager to the City. To that end, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. Employee Employment Duties.

The City hereby agrees to employ Employee as the City Manager to the City to perform functions and duties specified by the City Charter and City Ordinances. Such functions and duties include, but are not limited to, those function and duties contained in Section 6.4 of the City Charter:

- Supervising the affairs of the City;
- Carrying out the policies formulated by the Negaunee City Council ("Council");
- Preservation of the peace, health and safety of persons and property in the City;
- Enforcement of ordinances, including zoning laws, and the laws of the State of Michigan;
- Attending Council meetings, and reporting on conditions and needs of the City; and
- Perform other legally permissible proper duties and functions as the City Council shall, from time to time, assign.

II. Term, Discharge and Resignation.

A. Term.

The Agreement shall have a term commencing on January 15, 2020, and ending on January 15, 2024 (the "Termination Date"). Employee agrees to remain in the exclusive employ of the City until the Termination Date, unless the Agreement is terminated as hereinafter provided. The term "exclusive employ" shall not be construed to include occasional teaching or consulting, performed on the Employee's own time.

B. Discharge.

The Employee shall be employed as the Negaunee City Manager based upon an "at-will" status, pursuant to the provisions of Section 6.3 of the Negaunee City Charter, or any applicable amendments thereto.

C. Resignation.

Nothing in this Employment Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position with the City, subject only to the provisions set forth herein.

III. Severance Pay, Effective Termination and Notice.

A. Severance Pay.

If the Employee is terminated by the City prior to the expiration of this Agreement and Employee is willing and able to perform the duties of City Manager as herein provided, the City agrees to immediately pay a lump sum cash payment ("Severance Pay"), equal to 25% of the base or annual salary, subject to City's prepayment of all applicable withholdings; provided, however, that in the event the Employee is terminated because of a conviction of any felony, or any violation of the City Charter, state or federal law, then the City shall have no obligation to pay any Severance Pay. The Employee will not be entitled to Severance Pay should he voluntarily resign his employment.

B. Notice of Resignation.

In the event the Employee voluntarily resigns Employee's position with the City prior to the Termination Date, the Employee agrees to, and shall give the City at least thirty (30) days written notice. Failure to give at least thirty-day written notice shall be considered a quit, not in good standing, and the Employee will not be compensated for accumulated, unused vacation, sick leave or personal days.

IV. Salary, Advance, and Review.

A. The annual base salary for the first year ("First Year") of this Agreement shall be \$80,000.00, through January 15, 2021. The annual salary for the second year (the "Second Year") of this Agreement shall be \$81,666.00, through January 15, 2022. The annual salary for the third year (the "Third Year") of this Agreement shall be \$83,332.00, through January 15, 2023. The annual salary for the fourth year (the "Fourth Year") of this Agreement shall be \$85,000.00, through January 15, 2024. There shall be no reduction in salary, compensation or other financial benefits to the Employee, except to the degree of such a reduction across all City employees.

B. For each of the four (4) years of this Agreement, Employee will be advanced a sum of \$5000.00 of his salary referenced above in Section IV(A), to be paid during the first pay period following January 15, annually. If Employee voluntarily resigns within the first month of the year, he must repay the portion of the advancement not yet earned.

C. In addition, the City agrees to provide written review of the Employee's performance. The first such review shall be conducted in the Second year of this agreement by the Harding Group. Subsequent reviews shall be conducted in June of each year. The first such review shall be in December, 2020. The format of the review shall be reasonably agreed upon by the council and the City Manager. Any review/evaluation shall be discussed at a regular or special meeting of the council. Subsequent review during this agreement shall be by discretion of the council.

V. Hours of Work.

Employee is expected to be at work from 8:00AM to 4:00PM, Monday through Friday, and is expected to attend regularly scheduled and special Council meetings. Unless otherwise agreed there will be no comp time.

VI. Professional Development.

The City agrees to pay for the travel, registration, and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City as approved in advance by the Council. Receipts are required for reimbursement and must be turned in within ten (10) days, or the expenses are deemed waived. Also, a detailed report thereof shall be provided to the council at its next regular meeting.

VII. Insurance.

A. Health Insurance.

The City agrees to pay the premiums of hospitalization, surgical, comprehensive medical, optical and dental policies for the Employee and the Employee's legal dependents pursuant to the City's current or future contractual plan. The health insurance coverage shall remain in effect during the term of the Agreement, unless this agreement is terminated earlier in which case the health insurance shall also terminate.

B. Life Insurance.

The City agrees to pay the premium for full term life insurance coverage for the employee in the amount of the employee's salary while employed.

VIII. Retirement

The City shall match contributions made by Employee through the City's payroll deduction process toward a retirement savings plan selected by the manager in an amount up to seven per cent (7%) of Employees annual salary.

IX. Other Terms and Conditions.

A. Other Conditions.

The City shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Employment Agreement, the City's Charter, or any other applicable law or ordinance.

B. Fringe Benefits.

The Employee will receive those fringe benefits as provided in attached "Addendum A," in addition to the other benefits enumerated in this Agreement

Employee will also be provided a City issued cell phone to be used for City purposes.

C. Vacation, Sick Leave, Personal Leave Days

1. Sick Leave Accrual.

Upon signing of this Agreement, the Employee shall be granted three (3) sick days, and upon termination, resignation or retirement, the City shall deduct three (3) sick days from the total accumulated. Thereafter, Employee shall earn and be entitled to one (1) day's sick leave for each month of service, but Employee must be compensated for ten (10) or more work days in said month as a prerequisite to earning the sick day. The Employee may accumulate an unlimited number of sick days and then take that amount for actual sick leave in a long term illness, upon request. Upon retirement, death, or separation in good standing after six (6) months of service to the City, the Employee, or his estate, shall be entitled to a cash settlement equal to value of 50% total accumulated sick leave, not to exceed \$8,000.00.

2. Paid Time Off

Employee shall have 21 days a year of paid time off annually available to him in the First Year, and Second Year, respectively. Employee shall have 22 days a year of paid time off annually available to him in the Third Year, and Fourth Year, respectfully. Paid time off days cannot be carried over year-to-year. Employee agrees to notify in advance the Council or Mayor, and key co-workers of any planned paid time

off, and provide at least a week advance notice for any planned paid time off of more than four (4) consecutive days.

X. General Provisions.

A. Assignment.

None of the work to be performed under this Agreement by the Employee may be assigned to a third-party outside of the City of Negaunee without the prior written consent of the Council.

B. Binding Effect.

The terms and conditions of this Agreement shall be binding on all parties, their heirs, assigns, and successors.

C. Waiver.

Failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Employment Agreement, or to exercise any right hereunder shall not be construed as a waiver of the future exercise of such right.

D. Severability.

The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

E. Amendments.

The Agreement may not be amended, modified, released, discharged, supplemented, or changed in any manner except by written agreement signed by both parties hereto.

F. Headings.

The headings utilized herein are provided as aids in referencing provisions of the Agreement, but are not to be utilized in interpretation or construction of the terms and conditions hereof.

G. Merger.

This Agreement, along with Addendum A, and when signed by both parties hereto, contains the entire agreement between the parties, and any representations not contained herein shall have not binding effect on either party.


H. Force Majeure.

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting, directly or indirectly, from any cause beyond its reasonable control, including, but not limited to war, fire, riot, insurrection, or act of God.

I. Choice of Law and Venue.

If either party asserts any action or lawsuit arising out of the Agreement, Michigan law will control and any matter will be venued in Marquette County, MI.

In Witness whereof, the City of Negaunee on a vote of its City Council has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Nathan Heffron, have signed and dated this Employment Agreement.



David Kangas,
Mayor, City of Negaunee.

Dated: 10/15/19

Attest:


Judy Swanski, City Clerk

Dated: 10/15/2019



Nathan Heffron,
Employee/City Manager

Dated: 10-15-19

ADDENDUM A

SECTION 1: HOLIDAYS

Employee shall receive credit for eight (8) hours work towards the fifty (50) hour weekly maximum for each of the following Holidays listed below on which no work is required to be performed:

New Years Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

If the scheduled holiday falls on Saturday; Friday, not Saturday, shall be declared a holiday. If a scheduled holiday falls on Sunday; Monday, not Sunday, shall be declared a holiday

A holiday is not to be considered a vacation day. When a holiday is observed during Employee's vacation, he shall be entitled to one (1) additional day of vacation.

SECTION 2: SICK LEAVE

Employee contracting or incurring any non-service connected sickness or disability, which renders Employee unable to perform the duties of his employment, shall receive sick leave with pay to the extent of accrued sick leave.

Employee may use sick leave in the event that a member of his immediate family is sick, not to exceed two (2) weeks per calendar year, with a doctor's certificate.

If no sick leave is used during a calendar year, two (2) extra days of vacation shall be granted for the following calendar year.

SECTION 3: FUNERAL LEAVE

In the case of death in the immediate family, Employee may be granted a leave of absence with pay for a period not to exceed three (3) working days to attend the funeral. Immediate family is defined as wife, children, brother, sister, father, mother, father-in-law, mother-in-law, grandparents, brothers-in-law, sisters-in-law, stepchildren, sons-in-law, daughters-in-law, or other relative living in the same household.

Employee will be allowed one-half day off with pay to act as a pallbearer.

SECTION 4: JURY DUTY

Employee shall be granted a leave any time required to report for jury duty. Employee shall be paid the difference between jury pay and actual base salary.

SECTION 5: WAGES

The salary and wages of Employee shall be paid at the same time as other City employees.

SECTION 6: WORKERS' COMPENSATION

Employee will be paid on the following basis, if a compensable accident occurs: compensation checks will be issued to the Employee under the existing statute. The difference between the compensation checks received and the Employee's regular rate of pay may, at the option of the Employee, be paid to Employee and charged against accrued sick leave credit.

The City shall pay the insurance premiums for Employee during Employee's absence from work due to a work related injury for a period not to exceed eighteen (18) months.

City to City Comparison

Community	Base Wage	Vehicle allowance	Retirement	Bonus
Marquette	\$127,000	\$600/month	Highbred	NO
Ishpeming	\$100,000	\$600/month	457 at 20%	\$3000/year*

*Upon review.

Community Accomplishments 2018-2023

Completed

In progress

Waiting for action

2023-2024

Current Projects

- Working to update Master Plan Update
- Working on Water Project 2022-2024
- Working on filing for Water Sewer Project 2022-224
- Working on Dock Project
- Working on Playground Project
- Street paving projects 2022-2028
- Working to build archery range
- Working our outreach and education programs for building owners
- Working to establish land-use agreement with rock/ice climbing group
- Safe Routes to School project
- Working on assessment and business plan for the City's cemetery
- MEDC RAP GRANT PROEJCT
- 8-City Façade Project's
- Heikki Lunta 2023
- Restarted the DDA
- Buffalo Road Sewer Main Project
- Wenonah St Water Maim Project
- Gold Street Bypass Sewer Main Project
- Water Tower Repainting and Maintenance Project
- Water Works Committee 2022
- Ann Street Park Committee 2022
- Hazardous Migration Planning Committee 2023
- Economic Extraction & Tourism Enhancement Trail Committee 2023
- TCO #68 – Parking Restrictions Near Gold/Rail St Intersection 2023
- Property Maintenance Code Chapter #153 2023
- Wells Chapter #51 2023
- Survey And Environmental Assessment Work (Snow Street Property) 2023
- Trailhead Development Project
- Working to Hire DDA Director

- Cemetery Tree Removal
- DWAM Gant
- MERS corrective action plan
- Council Orientation Manuals
- Outdoor Recreation and Build Back Better Resolution support of regional grant
- Intergovernmental Housing Taskforce
- Downtown Economic Development Grant Program
- Jackson Grove housing lots project
- Purchase of SCBAs FD
- Interlocal agreement with IOHT-Campground
- Interlocal agreement with IOHT-Trail Head
- Refinanced Sewer Bonds
- Refinanced Water bonds
- Capital Improvements Plan Update
- Water Later Grant Program
- Trail Advisory Committee
- Traffic control ordinance
- Working on Adam Johnston Lawsuit

2022-2023

- Forestry Management Plan 2022
- Instituted City Council Orientation – Scheduled Training 2022
- Instituted City Organization Training 2022
- Commission On Aging Ordinance Amendment 2022
- Intergovernmental Prof Svc Agreement – School Resource Officer
- Capital Improvements Plan Update
- 2022 Recreational Land Use Agreement City of Negaunee and Ishpeming Ski Club 2022
- Iron Ore Heritage Trail Lease Agreement for Campground and Trail Head Project 2022
- Alleyway Project 2022 City Marketing & Branding Plan 2022
- Social District Resolution
- Moved Farmer’s Market to Downtown 2022
- Brownfield Plan – Iron Ore Holdings LLC Development 2022
- Gold Street Bids and Budget Adjustment 2022
- First Arbor Day 2022
- Miller Road Culvert Emergency Repair 2022
- Division Lift Station Repainting Project 2022
- Drinking Water Revolving Plan Application 2022
- Cemetery Fencing 2022
- Parks And Recreation 5 Year Plan 2022
- Disc Golf Recreation Land Agreement 2022
- Iron Ore Heritage Trail Lighting Project Phase #2 2022
- Ordinance Amendment #156 Business District 2022

- Ordinance Amendment #156 Business District 2022
- Amended Development Agreement – Snapp Building Co. Jackson Grove Lots 2022
- OPEB Trust Account Resolution 2022
- Livebarn Agreement – Negaunee Ice Arena 2022
- Water Services Line Agreement (private Property Laterals) 2022
- Cip 2022
- ATC Project Commitment Agreement 2022
- Capital Improvements Plan Update
- Infrastructure Damage Request from City of Ishpeming 2022
- Working to replacement Plan for Substation
- Completed on Beach Project
- Heikki Lunta 2022
- Tinseltown 2022
- Working to Codify ordinances and City Charter
- Created Commercial Rehabilitation Grant Program
- Working on Commercial Rehabilitation Administrative Guide
- Working on Commercial Rehabilitation Applicant Guide
- Working to secure Mine fencing issues, plan, and programming
- Successfully Negotiated DPW Union Contract
- Successfully Negotiated Police Union Contract
- Successfully Negotiated Administrative Union Contract
- Forge Your Adventure publication
- Mining Journal Person of the Year
- 2nd Annual Blood Fight Drive
- Became the UP Representative for the Michigan Downtown Association
- CRD award to Strega Nona
- CRD award to Argall Real Estate Group
- Cemetery Tree Removal

2021-2022

- Completed Electrical Substation study
- Working to establish National Historic Designation
- Tinseltown 2021
- Fund Balance Increase to general fund and all enterprise funds
- Create Commercial Rehabilitation Tax Abatement District
- Obtained Carp River Bridge Maintenance Grant
- Amended Animal Control Ordinance
- Entered into MECA Electrical Safety Program
- Senior Center Insulation Project
- 2021 Seal Crack Project (Only year a street has not been paved since I have been here)
- Underbody Blades for plows
- CRD award to 906 Enterprises DBA Campfire Coffee
- Iron Ore Heritage Trail Lighting Project Phase #1 2021

- Mine fencing Project
- Law Enforcement Mutual Aid Agreement with School District
- Mackenzie Hill/Furnace Road Project
- Interlocal Agreement for water services with Powell Township
- Marquette County Hazardous Mitigation Plan Adoption
- Capital Improvements Plan Update
- Cemetery Tree Removal

2020-2021

- Teal Lake Lighting Project Phase #1 2021
- Sale of Jackson Grove Tennis courts to Negaunee School District
- Ordinance Amendment #1273 – To Add Marijuana Establishments As A Special Land Use To Industrial District
- DDA TIF Expansion #2
- State Historic Tax Credits Resolution for restoration of state funding
- Adopted Complete Street Ordinance
- AMI Metering Project
- Rail Street Project
- Amended Ordinance #1269 Home Occupation
- Amended Ordinance #1286.07 Fences
- Amended Ordinances related to Subdivisions
- Adopted UPAWS Contract for Animal Control
- Mutual Aid Agreement with UPPCO
- Kirkwood Teardown Project
- Purchase Of A VOTING TABULATOR
- Garbage Contract renewed
- Hired DDA Consultant
- First Responder Hazard Pay Premiums Application Grant
- Traffic Control Order #64, Traffic Control Orders #65 & #66.
- COVID Response Planning and Execution
- City Code or Ordnances Codification
- Jackson Miners Park Pavilion
- Fund Balance Increase
 - General
 - Water
 - Sewer
 - Electric
- Created New Website
- Became the Superior Trade Zone Chairperson
- 1st Annual Blood Fight Drive

Accomplishments 2018-2020

- Fire Hall repainting
- Moving Forward-Negaunee's first ever economic development plan
- Reestablishment of relation and effectively partnering with the LSCP
 - Creation of a Business Retention and Expansion Program
 - Creation of a Business Retention and Expansion brochure
 - Creation of a business attraction brochure
 - Meeting one-on-one with business owners
 - Marketing available commercial spaces
- Establishing a partnership with the Superior Trade Zone
- Reestablishment of the Downtown Development Authority
 - Creation of a Downtown Plan
 - Establishment of the Downtown Citizens Advisory Council
- Establishment of an internal Façade Program
 - Completed 2 façade projects under MEDC (\$200,000.000 of MEDC and owner investment)
- Established a relationship with Invent NMU through their kiosk program
 - Scheduled several workshops throughout the end of this year into next based on the kiosk
 - Scheduled visits with the middle school and high school students in the Invent NMU program through the use of the kiosk
- Reestablished relations with CUPADD
 - Obtained and working through MSHDA Home Rehabilitation grant (\$50,000)
 - Established our new Capital Improvements Program and tiered it to our budget
 - Established a Public Participation Plan
 - Establish Complete Streets Ordinance for RRC certification
 - Establish Sidewalk Assessment
 - Updated Planning and Zoning Ordinances
- Eliminated first rail crossing on S. Baldwin Avenue-Streets
- Updated equipment and 2nd rail Crossing S. Ballwin Avenue-Streets
- Updated the Water Ordinance
- Updated the Sewer Ordinance
- Update the Electrical Ordinance
- Established Marquette rowing club land-use agreement
- Sale of the Waste Water Treatment Plant
- Negotiated 4-year contract with the police union 2018
 - Establishment of Physical Fitness Program for the Negaunee Police Department
- Established contract relations with 906 Technologies for an IT contract
- Negotiated 4-year contract with the Administrative Union 2018
- Negotiated 4-year contract with the DPW Union 2018
- Reallocated funds through payroll to help stabilize the general fund
- Established a Rental Code Ordinance
 - Register properties
 - Trained for inspector
- Established a Property Maintenance Code Ordinance

- Trained for inspector
- Helped guide the establishment of the Library Strategic Plan
- Established Special Advisory Committee on Blight Resolution to help develop PMC
- Established Special Committee on Cultural and Historical Preservation to assist on national Historic Designation
- Completed work on Charter Cable litigation
 - Conducted cable survey to assist in litigation
 - Met with the MSPC to resolve litigation
- Completed settlement on Sandburg Building litigation
- Helped to resolve Negaunee Cable litigation
- Established great working relationship with county officials
- Established great working relationship with state officials
- Established working relationship with the City of Ishpeming
- Established working relationship with Negaunee Township
- Joined the Rotary Club to advance city objectives
 - Working on a Teal Lake project jointly
- Meeting regularly with representatives of the state legislature
- Meeting regularly with representatives of the federal legislature
- Member of the Marquette County Ambassadors
- Established the Negaunee Economic Development Advisory Team to assist in creating the Moving Forward initiative
- Established a Drug Screening program for pre-employment
- Established a City of Negaunee Technology & Electronic Record Policy
- Established a City of Negaunee social media & Website Policy
- Reestablished our social media site building our followers from 400 to 1100
- Reestablished and have effectively partnered with the local media to promote the community
- Established direct relations with downtown business owners
- Established direct relations with the school district
 - Transferred tennis court ownership to the school district
- Established direct relation with the public at-large
- Increased the amount of access to information via press releases and social media
- Increased the frequency of publication of the city newsletter
- Joined the Michigan Downtown Association
- Established, prioritized, and actively seeking out investors of redevelopment sites
- Placed surplus monies in interest bearing CDs
- Established update Nuisance Code Ordinance
- Established Marijuana Ordinance
- Completed department head yearly reviews
- Established a Tree City US A and Forestry Management Ordinance
- Finished assessment of the City's electrical system
- Finished assessment of the City's water system
- Finished assessment of the City's sewer system
- Reestablished relations with WPPI and have joined Government relation Board
- Worked with MERS retirement system to save money
- Senior Center Rehab Project

Reinvestment in equipment

- New Zamboni-Parks& Recreation
- DPW roof-DPW
- Dump box-DPW
- 2 Snow Plow-DPW
- Police Cruiser-Police Department
- Fire Hall Roof-Fire department
- Fire Hall Paint-Fire Department
- Peck St. Water Main Project-Water Department
- Brown Avenue Sewer Main Project- Sewer Department
- Mill and Overlay Project 2019-Streets Department
- Computer upgrades-Citywide
- Division street Pump-Sewer Department
- Ice Arena Floors-Ice Arena
- New mowers-Cemetery

Economic Development

- Hired DDA consultant
- Reactivated the DDA
- Established a Tax Increment Finance District #1
- Established a Tax Increment Finance District #2
- Established a Commercial Redevelopment District
- Superior Trade Zone Chairman
- Increased Tax valuation 2019, 2020, 2021, 2022
- Columns bi weekly to promote the downtown and community
- Working on Marketing and Branding plan
- Working with Mather B Developer
- Working with Developers for Housing Developments
- Working with Developer for Senior Apartments
- Working to establish Iron Range Recreation Area Park
- Working directly with developer for tourism development
- Working with private landowners to establish new railroad crossing for school safety
- Working towards starting 4 façade projects under MEDC (\$610,000.00 of MEDC and owner investment)-PROJECT CANCELED DUE TO COVID
- Meeting this summer to begin the process of our round three Façade Program
PROJECT CANCELED DUE TO COVID
- Working on becoming a Main Street USA community

Grants Applied for and received

<input checked="" type="checkbox"/> MDARD Beach Project	\$82,600
<input checked="" type="checkbox"/> MDNRTF Grant Pavilion	\$291,000
<input checked="" type="checkbox"/> MDNRTF Grant Playground	\$125,700
<input type="checkbox"/> MEDC Senior Center	\$490,730
<input checked="" type="checkbox"/> USDARD Police Car	\$8,000

<input checked="" type="checkbox"/> RAP Grant Fencing	\$2,765
<input checked="" type="checkbox"/> VFW Patronicity Grant	\$12,000
<input checked="" type="checkbox"/> Ballot Machines: Center for Civic Life	\$5,000
<input checked="" type="checkbox"/> Ballot Machines State of Michigan	\$2,500
<input checked="" type="checkbox"/> Teal lake study	\$15,000
<input checked="" type="checkbox"/> MDOT Rail Upgrade grant	\$60,000
<input checked="" type="checkbox"/> Small Urban Grant	\$375,000
<input checked="" type="checkbox"/> MDARD Brown Steet	\$100,000
<input checked="" type="checkbox"/> MDARD Irion Street	\$100,000
<input checked="" type="checkbox"/> Army Corps of Engineers	\$400,000
<input checked="" type="checkbox"/> MEDC RAP Grant	\$885,000
<input checked="" type="checkbox"/> RAP Grant Cameras	\$2,831
<input checked="" type="checkbox"/> DWAM	\$446,500
<input checked="" type="checkbox"/> Small Urban Grant #1	\$375,000
<input checked="" type="checkbox"/> Small Urban Grant #2	\$375,000
<input checked="" type="checkbox"/> Bridge Grant	\$170,000
<input checked="" type="checkbox"/> MEDC Moving Forward Economic Development Plan	\$15,000
<input checked="" type="checkbox"/> MSPS Disaster Relief Funds	\$27,570
<input checked="" type="checkbox"/> LaCombe Field Patronicity Grant	\$100,000
<input checked="" type="checkbox"/> Playground Patronicity Grant	\$100,000
<input checked="" type="checkbox"/> Marquette County Brownfield Environmental Assessment Grant	\$25,000
<input checked="" type="checkbox"/> MEDC Technical Assistance funds Marketing and Branding Plan	\$15,000
<input checked="" type="checkbox"/> VISTA direct state budget expenditure	\$3,000,000
<input checked="" type="checkbox"/> Stabilization Fund Grant (VISTA)	\$435,424.00
<input checked="" type="checkbox"/> MERS Stabilization Funds	<u>\$969,575.00</u>
	\$9,012,195

Grant Applied for, waiting on, or preparing to apply for

<input checked="" type="checkbox"/> FEMA AFG-SCBAs	\$614,320
<input checked="" type="checkbox"/> Safe routes to school Projects	\$900,000
<input checked="" type="checkbox"/> USDA RD Water Project	\$4,466,250
<input checked="" type="checkbox"/> USDA RD Sewer Project	\$2,762,100
<input checked="" type="checkbox"/> SPARK GRANT (Campground)	\$1,000,000
<input checked="" type="checkbox"/> MDNRTF Grant (Campground)	\$350,000
<input checked="" type="checkbox"/> EGLE Community Pollution Prevention Grant	\$20,000
	\$10,112,670

Completed Projects

- Electrical Study
- Millage renewals
- Social media
- Teal Lake Climate & Health Adaptation Study
- Rail Street Project
- Kirkwood building remediation
- Vista building remediation
- Rental Code Inspection Program Established

- Creation of a Streetscape Vision

Public Communication

- Local TV interviews
- Mining Journal interviews
- Face Book posts
- Op Eds (50)
- News Letters
- Website posts
- Direct Mailers
 - Millage Flier 1: Street Maintenance Plan
 - Millage Flier 2: Equipment Millage Plan
 - Utility Rate and Update 2021
 - Utility Rate and Update 2022
 - Utility Rate and Update 2023
- Water/Sewer Projects Flier 2022-2024
- Street Projects Flier 2021
- Street Projects Flier 2022
- Street Projects Flier 2023
- Press releases (95)
- Video outreach series Irontown Talk (13)

Equipment purchases

- 3 police vehicles
- 2 city trucks
- 2 truck plows
- 1 bucket truck
- 1 dump truck
- Refurbished Vactor truck
- Sewer Rodding system
- Water correlator- emergency purchase
- Fire Department radios
- Back yard-auger systems
- Camera system
- SCBAs FD
- Fire Truck Pumper
- 1-Ton Pickup Dump Truck with Plow
- Hot water heater for ice Arena
- Zamboni Hot Water Tank Emergency Purchase
- Tasers
- Police Radios
- Police guns

Fiscal Management

- MERS funding estimate %49
- MERS Corrective Action Plan Filed
- City Budget Correction Action Plan Filed
- Police Union Retirement funding estimate %89
- Reduced spending 2021, 2022
- MERS Contract issue resolved
- 2020 refinanced bonds ordinance Saved \$442,535.65
- 2020 Water refinanced bonds ordinance Saved \$383,466.22

Ordnances

- Working to updating Aging Commission Ordinance
- Working to updating Library Board Ordinance
- Working to updating Cemetery Ordinance
- Working to updating Housing Commission Ordinance

COVID Response

- First responder hazard pay premiums (Grant)
- Closed City Hall March 16th 2019
- Developed internal Policies
- Attends Week Health Dept. updates

Odds and ends

- Water leaks decreased from 69% to 20%
- Filed Kirkwood Lawsuit and Resolved
- Non-Union employee policy
- MECA Agreement
- New PD chief
- New DPW director/City Engineer
- Dept head Evaluations
- Growing our social media site from 1100 to 2500 followers
- ~~Working to fill Diversionary Team~~
- Helped to resolve Huffman short-term rental litigation
- Working to Resolve Michelson litigation
- Resolved Neimi Lawsuit
- Hired Planning and Zoning Administrator

New Businesses Opened in Downtown since 2018

Strega Nonna

Campfire Coffee
Samara Floral Shop
Argal Real Estate Group
RF Building
UP Brewing
Love and Bicycles
Gunner's Tattoo
Mary E. Luttinen, CPA
Beyoutiful Salon
Glazed Impressions
Hidden Gem
Jasper Hill Photography
Modern Drift Unity 906
Lake Effect Jiu Jitsu
West End Gymnastics Center

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10-, 2023**

7.3

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: USDA Funding Draw Request #9 Phase I Water Project

BACKGROUND:

Enclosed is a Resolution requesting USDA Funding Draw Request #9 in the amount of \$547,615.28. there will also be a payment of \$8553.96 to Oberstar for non participating.

UP Engineers \$48,380.94

Oberstar \$499,234.34 participating USDA Draw and \$8,553.96 Non Participating

RECOMMENDATION:

To approve USDA Draw Request #9 Resolution in the amount of \$547,615.28 plus \$8,553.96 non participating.



100 Portage Street Houghton, MI 49931
906-482-4810 • 800-562-7684 • Fax: 906-482-9799

[N10-19591]

August 15, 2023

Ms. Crystal O'Neal
USDA Rural Development
2003 Minneapolis Avenue
Gladstone, MI 49837

RE: CITY OF NEGAUNEE – PHASE 1 WATER SYSTEM IMPROVEMENTS

Dear Ms. O'Neal:

Enclosed are the following payment application items for the Ninth Draw Request:

- Resolution approving payments totaling \$547,615.28 as the estimate of funds needed by Rural Development.
- RD 440-11 Estimate of Funds Needed.
- U.P. Engineers & Architects, Inc. invoice dated August 2, 2023.
- Oberstar Inc. payment application dated July 28, 2023
- Summary of Cost Breakdown for Ninth Draw Request.

Please call if you have any questions.

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Holmes', is written over a light blue circular stamp.

Chris Holmes, P.E.
Project Manager

cc: Nate Heffron, City Manager

Offices also in:
Iron Mountain
Ishpeming
Marinette
Sault Ste Marie

U.P. Engineers & Architects, Inc.

www.UPEA.com

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	\$ 4,996.54
	Additional	-
	Resident Engineering	\$ 43,384.40
		<u>UPEA Total: \$ 48,380.94</u>
Contractor	Oberstar, Inc.	499,234.34
		<u>Subtotal: \$ 499,234.34</u>
		Total RD Draw Requested: \$ 547,615.28

Non-Participating		
Contractor	Oberstar, Inc.	8,553.96
		<u>Subtotal: \$ 8,553.96</u>
		Total Non-Participating Requested: \$ 8,553.96

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
7/1/2023

Name of Borrower City of Negaunee

Items	Amount of Funds
Development	\$
Contract <u>Oberstar, Inc</u>	499,234.34
Contract _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	48,380.94
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 547,615.28

Prepared by City of Negaunee

Name of Borrower

By _____

Dave Kangas, Mayor

Date 8/10/23

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

August 2, 2023

Project No: 19591

Invoice No: 2301922

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 July 2, 2023 to July 29, 2023

Fee

Billing Phase	Budgeted Fee	T & M Earned	Previous Billing	Current Billing
Basic Services	589,900.00	538,997.51	534,000.97	4,996.54
Additional Services	29,200.00	28,620.53	28,620.53	0.00
Resident Project Representative	608,900.00	202,490.71	159,106.31	43,384.40
Total Fee	1,228,000.00	770,108.75	721,727.81	48,380.94
	Total Fee			48,380.94
		Total this Invoice		\$48,380.94

*Thanks,
Chris*

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



Contractor's Application for Payment No. 5

Application Period: through 07/21/2023	Application Date: 7/28/2023	
From (Contractor): OBERSTAR, INC.	Via (Engineer): U.P. ENGINEERS & ARCHITECTS	
Contract: WATER IMPROVEMENTS - PHASE 1	Engineer's Project No.: N10-19591	
Owner's Contract No.: CITY OF NEGAUNEE		

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE.....	\$ 3,875,570.00
	1	\$509,827.50		2. Net change by Change Orders.....	\$ 2,748,415.50
	2	\$2,238,588.00		3. Current Contract Price (Line 1 ± 2).....	\$ 6,623,985.50
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 2,737,618.87
				5. RETAINAGE:	
				a. 10% X \$2,737,618.87 Work Completed.....	\$ 273,761.89
				b. X Stored Material.....	\$
				c. Total Retainage (Line 5a + Line 5b).....	\$ 273,761.89
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,463,856.98
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,956,068.68
				8. AMOUNT DUE THIS APPLICATION.....	\$ 507,788.30
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 3,886,366.64
	TOTALS	\$2,748,415.50			
	NET CHANGE BY CHANGE ORDERS				\$2,748,415.50

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.

Payment of:	\$	\$507,788.30
(Line 8 or other - attach explanation of the other amount)		
is recommended by:	(Engineer)	(Date)
Payment of:	\$	\$507,788.30
(Line 8 or other - attach explanation of the other amount)		
is approved by:	(Owner)	(Date)
Approved by:	Funding Agency (if applicable)	(Date)

By:	Date:
	7/28/2023

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		CITY OF NEGANDÉE - WATER IMPROVEMENTS - PHASE I		Application Number: 5												
Application Period:		through 07/2/2023		Application Date: 28-Jul-23												
Item		A		F												
Bid Item No	Description	Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	C.O. Qty	Unit Price	Value	Current Contract Qty	Value	Estimated Quantity Installed	C	D	E	F	Balance to Finish (B - F)
W1	MOBILIZATION	1	LSUM	\$149,000.00	\$149,000.00						0.7		\$160,000.00			\$16,000.00
W2	TRAFFIC CONTROL	1	LSUM	\$65,000.00	\$65,000.00						0.7		\$65,000.00			\$0.00
W3	DEWATERING	1	LSUM	\$20,000.00	\$20,000.00						950		\$20,000.00			\$0.00
W4	DUCTILE IRON WATER MAIN, 6"	950	LF	\$65.00	\$61,750.00						338.9		\$23,038.50			\$38,711.50
W5	DUCTILE IRON WATER MAIN, 8"	31,100	LF	\$65.00	\$20,215.00						9044.9		\$589,938.50			\$19,626.50
W6	DUCTILE IRON WATER MAIN, 10"	250	LF	\$160.00	\$40,000.00						750		\$40,000.00			\$0.00
W7	DUCTILE IRON WATER MAIN, 12"	30	LF	\$700.00	\$21,000.00	1,000	\$200.00	\$200,000.00			479.7		\$14,400.00			\$7,600.00
W8	8" DIRECTIONAL BORE WATER MAIN	350	LF	\$210.00	\$73,500.00						350		\$73,500.00			\$0.00
W9	4" FLOWABLE FILL	260	LF	\$5.00	\$1,300.00						100		\$700.00			\$600.00
W10	6" FLOWABLE FILL	100	LF	\$7.00	\$700.00						2		\$1,000.00			\$300.00
W11	WATER MAIN, 4" CUT AND PLUG	1	EA	\$500.00	\$500.00						1		\$500.00			\$0.00
W12	WATER MAIN, 6" CUT AND PLUG	1	EA	\$500.00	\$500.00						1		\$500.00			\$0.00
W13	8" GATE VALVE & BOX	46	EA	\$17,000.00	\$782,000.00						46		\$782,000.00			\$0.00
W14	10" GATE VALVE & BOX	56	EA	\$2,750.00	\$154,000.00						27		\$69,300.00			\$84,700.00
W15	12" GATE VALVE & BOX	10	EA	\$3,600.00	\$36,000.00						1		\$3,600.00			\$32,400.00
W16	16" GATE VALVE & BOX	1	EA	\$25,000.00	\$25,000.00						21		\$50,000.00			\$25,000.00
W17	CONNECT TO 6" WATER MAIN	10	EA	\$2,400.00	\$24,000.00						10		\$24,000.00			\$0.00
W18	CONNECT TO 8" WATER MAIN	18	EA	\$5,000.00	\$90,000.00						18		\$90,000.00			\$0.00
W19	CONNECT TO 10" WATER MAIN	2	EA	\$3,000.00	\$6,000.00						2		\$6,000.00			\$0.00
W20	CONNECT TO 12" WATER MAIN	25	EA	\$300.00	\$7,500.00						35		\$7,500.00			\$0.00
W21	HYDRANT REM	39	EA	\$5,600.00	\$218,400.00						39		\$218,400.00			\$0.00
W22	1" COPPER WATER SERVICE	6,600	LF	\$37.00	\$244,200.00						6,600		\$244,200.00			\$0.00
W23	1" WATER SERVICE CONNECTION	204	EA	\$80.00	\$16,320.00						204		\$16,320.00			\$0.00
W24	12" GRANULAR SUBBASE (C/P)	30,000	SYD	\$0.75	\$22,500.00						30,000		\$22,500.00			\$0.00
W25	AGGREGATE BASE, 8"	2,500	TON	\$108.00	\$270,000.00						2,500		\$270,000.00			\$0.00
W26	HMA 4EL, 1.5"	2,500	TON	\$110.00	\$275,000.00						2,500		\$275,000.00			\$0.00
W27	HMA 4EL, 1.5"	40	TON	\$76.00	\$3,040.00						40		\$3,040.00			\$0.00
W28	HMA APPROACH, 2"	3,200	LF	\$1.50	\$4,800.00						3,200		\$4,800.00			\$0.00
W29	PAVEMENT MARKINGS	30,000	SYD	\$1.50	\$45,000.00						30,000		\$45,000.00			\$0.00
W30	HMA SURFACE REM	10,200	LF	\$2.00	\$20,400.00						10,200		\$20,400.00			\$0.00
W31	GURB AND GUTTER, REM	400	LF	\$23.00	\$9,200.00						400		\$9,200.00			\$0.00
W32	GURB AND GUTTER, CONC, DET E2	6,000	LF	\$19.50	\$117,000.00						6,000		\$117,000.00			\$0.00
W33	GURB AND GUTTER, CONC, DET F2	600	LF	\$22.00	\$13,200.00						600		\$13,200.00			\$0.00
W34	GURB AND GUTTER, CONC, DET M	200	LF	\$26.00	\$5,200.00						200		\$5,200.00			\$0.00
W35	GURB AND GUTTER, CONC, DET E2	2,600	LF	\$26.00	\$67,600.00						2,600		\$67,600.00			\$0.00
W36	GURB AND GUTTER, CONC, DET M	250	LF	\$29.00	\$7,250.00						250		\$7,250.00			\$0.00
W37	CURB RAMP OPENING, CONC	210	LF	\$39.00	\$8,190.00						210		\$8,190.00			\$0.00
W38	CONCRETE DRIVE REM	3,100	SFT	\$9.50	\$29,450.00						3,100		\$29,450.00			\$0.00
W39	8" CONCRETE DRIVE	35,000	SFT	\$0.60	\$21,000.00						35,000		\$21,000.00			\$0.00
W40	SIDEWALK, CONC, 4"	25,000	SFT	\$5.75	\$143,750.00						25,000		\$143,750.00			\$0.00
W41	SIDEWALK, CONC, 4"	1,200	SFT	\$44.00	\$52,800.00						1,200		\$52,800.00			\$0.00
W42	DETECTABLE WARNING SURFACE	150	LF	\$45.00	\$6,750.00						150		\$6,750.00			\$0.00
W43	AGGREGATE DRIVEWAY, 23A, 8" GIP	250	SYD	\$7.00	\$1,750.00						250		\$1,750.00			\$0.00
W44	TURF RESTORATION	8,800	LF	\$125.00	\$1,100,000.00						8,800		\$1,100,000.00			\$0.00
W45	INLET PROTECTION, FABRIC DROP	71	EA	\$125.00	\$8,875.00						71		\$8,875.00			\$0.00
W46	ROCK EXCAVATION	300	CYD	\$100.00	\$30,000.00						300		\$30,000.00			\$0.00
W47	SPECIAL STONE PIPE BEDDING	300	CYD	\$5.00	\$1,500.00						300		\$1,500.00			\$0.00
W48	WATER MAIN POLYWRAP	300	LF	\$3.00	\$900.00						300		\$900.00			\$0.00
W49	SANITARY SEWER, PVC, 8", REPAIR	50	LF	\$45.00	\$2,250.00						50		\$2,250.00			\$0.00
W50	SANITARY SEWER, PVC, 8", REPAIR	100	LF	\$55.00	\$5,500.00						100		\$5,500.00			\$0.00
W51	SANITARY SEWER, PVC, 12", REPAIR	100	LF	\$75.00	\$7,500.00						100		\$7,500.00			\$0.00
W52	SANITARY SEWER, PVC, 24", REPAIR	30	LF	\$100.00	\$3,000.00						30		\$3,000.00			\$0.00

City of Negaunee
PH 1 Water System Improvements

SUMMARY OF COST BREAKDOWN FOR 9TH RD DRAW REQUEST
8/10/2023

Engineering (UPEA):	Basic	\$	4,996.54
	Additional	\$	-
	Resident Engineering	\$	43,384.40
	UPEA Total:	\$	<u>48,380.94</u>
Contractor:	Oberstar, Inc	\$	499,234.34
	Subtotal:	\$	<u>499,234.34</u>
	Total RD Draw Requested:	\$	<u>547,615.28</u>
Non-Participating			
Contractor:	Oberstar, Inc	\$	8,553.96
	Subtotal:	\$	<u>8,553.96</u>
	Total Non-Participating Requested:	\$	<u>8,553.96</u>

7.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Gold Street Bypass Project Bids

BACKGROUND:

The City of Negaunee has a significant amount of infiltration into the sanitary sewer that runs from the Old Jackson Grove Park to Gold Street. The Gold Street bypass project will replace approximately 1,200 feet of sanitary sewer. Coleman Engineering prepared drawings, documents, and specifications for the project on behalf of the City. The project would begin in the Fall of 2023 and be completed in the early Spring/Summer of 2024. The bids are as follows:

<u>Contractor</u>	<u>Total Bid</u>
Smith Construction	\$ 418,000.00
Payne & Dolan	\$ 716,017.00

\$420,000 was budgeted for this project in the Sanitary Sewer Capital Outlay.

RECOMMENDATION:

It is recommended the City award the low bid to Smith Construction's in the amount of \$ 418,000.00 for the Gold Street Bypass Project with monies coming from the Sanitary Sewer Capital Outlay.

ALTERNATIVE:

None recommended.



COLEMAN ENGINEERING COMPANY
CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

June 30, 2023

Mr. Mark Daavettila, DPW Director
City of Negaunee
319 W. Case Street
P.O. Box 70
Negaunee, MI 49866

Re: City of Negaunee
2023 City Sewer Project

Dear Mr. Daavettila:

Coleman Engineering Company (CEC) has reviewed the bids received on June 27, 2023 for the above referenced project. CEC has prepared and attached a bid tabulation.

The apparent low bid was received from Smith Construction, Inc. in the amount of \$418,000 for the base project specified in the Contract Documents. The Contract Documents also included one (1) Alternate; the apparent low bid for the Alternate was also received from Smith Construction, Inc. in the amount of \$148,882. Submitted bid figures for the Alternate can be found on the bid tabulation. We have made inquiry as to the references and financial resources of Smith Construction, Inc. They appear to be a responsible bidder. One other bid was received from Payne and Dolan, Inc. in the amount of \$716,017 for the base bid and \$208,603.50 for Alternate A.

If the City accepts the bid received from Smith Construction, Inc., an award should be made in the amount of \$418,000 for the base bid or in the amount of \$566,882 for the base bid plus Alternate A.

If the City decides to make the award to Smith Construction, Inc., we will prepare the Notice of Award. There are requirements listed on the Notice of Award that Smith Construction, Inc. will need to fulfill prior to completion of the award process. These requirements include providing bonds and insurance certificates.

We will send the prepared Notice of Award to you to be signed. Then, we will distribute the executed Notice of Award to the Contractor, along with other required contractual items. When the contract is complete, we will provide you with a fully executed set of contract documents.

Page 2
June 30, 2023

Please be aware this analysis is not binding on the City and we can change the award as you direct.
Please contact me if you have any questions or require additional information.

Sincerely,
COLEMAN ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Derek Collar". The signature is written in a cursive style with a large initial "D".

Derek Collar
Project Manager

DC/mab

Attachments

Base Bid: County Road/Gold Street

MDDOT Item		Description		Unit	Qty.	Unit Price	Total	Payne & Dolan, Inc.	
Item	Number	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	
General									
1		Mobilization, Max (10%)	Lump Sum	1	\$ 40,000.00	\$ 40,000.00	\$ 52,500.00	\$ 52,500.00	
2	2040055	Sidewalk, Rem	Square Yard	15	\$ 12.00	\$ 180.00	\$ 70.00	\$ 1,050.00	
3	2040020	Curb and Gutter, Rem	Foot	28	\$ 15.00	\$ 420.00	\$ 45.00	\$ 1,260.00	
4	2040050	Pavt, Rem	Square Yard	14	\$ 18.00	\$ 252.00	\$ 75.00	\$ 1,050.00	
5	3020016	Aggregate Base, 6 inch	Square Yard	319	\$ 15.00	\$ 4,785.00	\$ 31.00	\$ 9,889.00	
6	3020020	Aggregate Base, 8 inch	Square Yard	50	\$ 20.00	\$ 1,000.00	\$ 90.00	\$ 4,500.00	
7	5010005	HMA Surface, Rem	Square Yard	352	\$ 10.00	\$ 3,520.00	\$ 16.00	\$ 5,632.00	
8	5012036	HMA, SEL	Ton	58	\$ 165.00	\$ 9,570.00	\$ 161.00	\$ 9,338.00	
9	8010005	Driveway, Nonreinf Conc, 6 inch	Square Yard	14	\$ 150.00	\$ 2,100.00	\$ 139.00	\$ 1,946.00	
10	8020050	Driveway Opening, Conc, Det M	Foot	28	\$ 70.00	\$ 1,960.00	\$ 72.00	\$ 2,016.00	
11	8030046	Sidewalk, Conc, 6 inch	Square Foot	138	\$ 15.00	\$ 2,070.00	\$ 15.00	\$ 2,070.00	
12		Clearing and Grubbing	Acre	0.41	\$ 20,000.00	\$ 8,200.00	\$ 52,850.00	\$ 21,668.50	
13		Rock Excavation	Cubic Yard	507	\$ 40.00	\$ 20,280.00	\$ 355.00	\$ 179,985.00	
14		Special Backfill	Cubic Yard	40	\$ 50.00	\$ 2,000.00	\$ 57.00	\$ 2,280.00	
15		Stone Refill (MDOT 6A)	Cubic Yard	40	\$ 100.00	\$ 4,000.00	\$ 153.00	\$ 6,120.00	
16		Erosion Control	Lump Sum	1	\$ 5,953.00	\$ 5,953.00	\$ 509.00	\$ 500.00	
17		Traffic Control	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 6,250.00	\$ 6,250.00	
18		Restoration	Lump Sum	1	\$ 50,000.00	\$ 50,000.00	\$ 50,750.00	\$ 50,750.00	
19		8 inch SDR 35 PVC Gravity Sewer	Foot	408	\$ 90.00	\$ 36,720.00	\$ 81.00	\$ 33,048.00	
20		12 inch SDR 35 PVC Gravity Sewer	Foot	796	\$ 112.00	\$ 89,152.00	\$ 98.00	\$ 78,008.00	
21		6 inch x 8 inch Sanitary Sewer Wye	Each	1,181	\$ 55.00	\$ 64,955.00	\$ 90.00	\$ 106,290.00	
22		6 inch x 12 inch Sanitary Sewer Wye	Each	10	\$ 400.00	\$ 4,000.00	\$ 2,350.00	\$ 23,500.00	
23		48 inch Dia. Sanitary Sewer Manhole and Cover	Vertical Foot	75	\$ 575.00	\$ 43,125.00	\$ 950.00	\$ 71,250.00	
24		Manhole Drop Connection	Each	2	\$ 1,500.00	\$ 3,000.00	\$ 3,050.00	\$ 6,100.00	
25		Connect to Existing Sanitary Sewer Main	Each	2	\$ 500.00	\$ 1,000.00	\$ 2,025.00	\$ 4,050.00	
26		Connect to Existing Sanitary Sewer Lateral	Each	12	\$ 50.00	\$ 600.00	\$ 1,475.00	\$ 17,700.00	
27		Utility Exploration	Each	8	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	
28		Insulation, 2 inch	Square Foot	2,140	\$ 2.50	\$ 5,350.00	\$ 3.00	\$ 6,420.00	
29		Preconstruction Televising	Foot	1,122	\$ 4.00	\$ 4,488.00	\$ 3.25	\$ 3,646.50	
30						\$ 418,000.00		\$ 716,017.00	

MDDOT Item		Description		Unit	Qty.	Unit Price	Total	Payne & Dolan, Inc.	
Item	Number	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	
Alternate "A": Cliff Street									
General									
A1		Mobilization, Max (10%)	Lump Sum	1	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	
A2	3010002	Subbase, CIP	Cubic Yard	36	\$ 50.00	\$ 1,800.00	\$ 155.00	\$ 5,580.00	
A3	3020020	Aggregate Base, 8 inch	Square Yard	534	\$ 20.00	\$ 10,680.00	\$ 38.00	\$ 20,292.00	
A4	5010005	HMA Surface, Rem	Square Yard	534	\$ 20.00	\$ 10,680.00	\$ 17.00	\$ 9,078.00	
A5	5012036	HMA, SEL	Ton	150	\$ 200.00	\$ 30,000.00	\$ 164.00	\$ 24,600.00	
A6	5012037	HMA, SEMI	Ton	10	\$ 250.00	\$ 2,500.00	\$ 240.00	\$ 2,400.00	
A7	6020104	Conc Pavt, Nonreinf, 8 inch	Square Yard	110	\$ 150.00	\$ 16,500.00	\$ 160.00	\$ 17,600.00	
A8		Special Backfill	Cubic Yard	20	\$ 50.00	\$ 1,000.00	\$ 112.00	\$ 2,240.00	
A9		Stone Refill (MDOT 6A)	Cubic Yard	20	\$ 100.00	\$ 2,000.00	\$ 155.00	\$ 3,100.00	
A10		Erosion Control	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	
A11		Traffic Control	Lump Sum	1	\$ 1,000.00	\$ 1,000.00	\$ 21,000.00	\$ 21,000.00	
A12		Restoration	Foot	63	\$ 65.00	\$ 4,095.00	\$ 103.00	\$ 6,489.00	
A13		6 inch SDR 35 PVC Gravity Sewer	Foot	239	\$ 100.00	\$ 23,900.00	\$ 82.00	\$ 19,598.00	
A14		8 inch SDR 35 PVC Gravity Sewer	Foot	11	\$ 112.00	\$ 1,232.00	\$ 120.00	\$ 1,320.00	
A15		12 inch, RCP CIV Gravity Sewer	Foot	2	\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 3,200.00	
A16		6 inch x 8 inch Sanitary Sewer Wye	Each	18	\$ 1,000.00	\$ 18,000.00	\$ 1,200.00	\$ 21,600.00	
A17		48 inch Dia. Sanitary Sewer Manhole and Cover	Vertical Foot	2	\$ 500.00	\$ 1,000.00	\$ 2,050.00	\$ 4,100.00	
A18		Connect to Existing Sanitary Sewer Main	Each	2	\$ 100.00	\$ 200.00	\$ 1,500.00	\$ 3,000.00	
A19		Connect to Existing Sanitary Sewer Lateral	Each	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	
A20		Utility Exploration	Each	4	\$ 500.00	\$ 2,000.00	\$ 3.50	\$ 906.50	
A21		Preconstruction Televising	Foot	259	\$ 5.00	\$ 1,295.00	\$ 3.50	\$ 906.50	
						\$ 148,882.00		\$ 208,603.50	

* Denotes bid has been corrected in favor of correct sum as required by the contract documents

75

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Electrical Conduit Boring/Trenching Bids

BACKGROUND:

The City of Negaunee Electrical Department had solicited bids for boring four 6-inch conduits near the intersection of Iron Street and Division Street. The boring will take place in conjunction with the Downtown Streetscape Project. The conduits will carry the new distribution lines from the new substation. The Electrical Department received three bids; they are as follows:

<u>Vendor</u>	<u>Total Bid</u>
L&H Utility Contractors, Inc.	\$ 42,500.00
906 Technologies	\$ 54,999.00
J. Ranck Electric	WITHDRAWN

RECOMMENDATION:

The Electrical Department recommends the City award the lowest responsible bid to L&H Utility Contractors, Inc. in the amount of \$ 42,500.00.

FISCAL EFFECTS:

For 2023, this will come from the New Electrical Substation Bond. This cost was discussed with Power System Engineering and is accounted for in the New Electrical Substation Bond.

ALTERNATIVE:

None recommended.

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

7.6

Public Hearing Agenda Items Consent Agenda

To: LaCombe Field Sidewalk Improvements Bids

BACKGROUND:

The City of Negaunee was successful in obtaining a matching grant via the MEDC for the LaCombe Field project. The City recently went out to bid for the proposed accessible sidewalk improvements at LaCombe field.

Three bids were received:

Moyle Trucking: \$92,340

Premeau Construction: \$128,825

Associated: \$126,500

RECOMMENATION:

Award the low bid to Moyle Trucking in the amount of \$92,340 with monies being paid from the capital outlay of the recreation fund and being offset by the patronicity matching grant.



Consulting
Engineers and
Scientists

August 3, 2023
Project No. 2004805

Mr. Nate Heffron, City Manager
City of Negaunee
City Manager's Office
319 W. Case Street
Negaunee, Michigan 49866

**RE: Lacombe Field Sidewalk Improvement Project
Bid Award Recommendation**

Dear Mr. Heffron:

GEI Consultants of Michigan, P.C. (GEI) has completed the review of bids received on Thursday, August 3, 2023, for the City of Negaunee's (CITY) above subject project. Our recommendation is to award the project to the lowest responsible bidder based on the total of all lump sums as listed in the bid form. A summary of the base bid results are as follows:

Bid Summary	
Bidder	Total Bid
Moyle Trucking & Excavating	\$92,340.00
Associated Constructors, LLC	\$126,500.00
Premeau Construction, Inc.	\$128,825.00

Three (3) proposals were received as indicated in the above Bid Summary table. All the proposals meet bidding requirements and are considered responsive. The low bid was submitted by Moyle Trucking & Excavating (Moyle). Contractor bids received are enclosed for your records and review.

All bidders included written acknowledgement of all addenda, provided a completed Basis of Bid form, and provided a list of subcontractors and suppliers. There were no mathematical errors found in the Basis of Bid forms for any bidder.

Based upon our review, the apparent low bid submitted by Moyle Trucking & Excavating out of Ishpeming, Michigan is reasonable and responsible. The bid amounts and prices listed within the Basis of Bid Form appear reasonable to successfully complete this project. GEI followed up with Sean Francis of Moyle to confirm project understanding, scope, schedule, and costs. It is our recommendation that the contract be awarded to Moyle Trucking & Excavating. The recommended total award amount is **\$92,340.00**. A Bid Bond was provided by Moyle.

August 3, 2023

If you have any question or comments, please contact George Meister at (906) 869-8972.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



George M. Meister, P.E.
Senior Project Engineer



Isaac Roberts, P.E.
Project Engineer

GMM/INR:lmc

Enclosures: Contractor Bids

- Moyle Trucking & Excavation
- Associated Constructors
- Premeau Construction

7.7

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: Buffalo Sewer Project – Change Order #2

BACKGROUND:

The City of Negaunee Buffalo Sewer Project is being inspected by Coleman Engineering and constructed by Ultra Construction. Change Order #2 addresses changing the sewer pipe treatment from slip lining to remove and replacement of sewer pipe. This work will take place near in the Fall 2023. See attached Change Order #2.

RECOMMENDATION:

The City of Negaunee DPW recommends the City Manager to sign Change Order 2.

FISCAL EFFECTS:

See attachment.

Date of Issuance: 8/2/2023

Effective Date: 8/2/2023

Owner: City of Negaunee

Owner's Contract No.: N/A

Contractor: Ultra Construction Services, LLC

Contractor's Project No.: N/A

Engineer: Coleman Engineering Company

Engineer's Project No.: 210898

Project: New Buffalo Road Sewer Lining and Replacement Project

Contract Name: New Buffalo Road Sewer Lining and Replacement Project

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

Description: This change order will adjust Contract quantity totals and extend the dates for substantial completion and ready for final payment. Pay items associated with sanitary sewer relining have been removed. Approximately 520 feet of sanitary sewer removal and replacement, along with additional areas of paving on New Buffalo Road and Buffalo Road, have been added.

Attachments: Attachment 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$685,483.92</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>100</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$17,384.76</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$702,868.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>100</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$60,297.28</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>December 8, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
Contract Price incorporating this Change Order: <u>\$642,571.41</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 8, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates

RECOMMENDED:
By: *Derek Collins*
Engineer (if required)
Title: *Project Engineer*
Date: *8-2-2023*

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: *Jy Khal*
Contractor (Authorized Signature)
Title: *owner*
Date: *8-2-23*

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

78

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

Public Hearing Agenda Items Consent Agenda

To: The Honorable Mayor and City Council

Re: 2023 Wenonah Water Project – Change Order #1

BACKGROUND:

The City of Negaunee 2023 Wenonah Water Project is being constructed by Ultra Construction. Change Order #1 addresses Ultra Construction removing 3 trees directly above water service laterals, and 8-inch storm sewer pipe replacement.

RECOMMENDATION:

The City of Negaunee DPW recommends the City Manager to sign Change Order 1 in the amount of \$8,461.00.

FISCAL EFFECTS:

See attachment.



CHANGE ORDER FORM

DATE: 8-2-23

CHANGE ORDER #: 01

CONTRACTOR:
Ultra Construction Services, LLC
PO Box 859
Marquette, MI 49855

OWNER:
City of Negaunee
PO Box 70
Negaunee, MI 49866

CONTRACT FOR SERVICES IS HEREBY CHANGED AS FOLLOWS:

Tree Removal x 3 @ \$2,000 EA	\$ 6,000.00
Additional 23LF of 8" PVC @ \$107LF	\$ 2,461.00
TOTAL:	\$ 8,461.00

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. Ultra Construction is authorized to do the work as specified and the owner shall make payments as outlined.

Owner's Signature

A handwritten signature in black ink, appearing to read "Jay Buller", written over a horizontal line.

Contractor's Signature

Date

8-2-23

Date

**MINUTES
CITY OF NEGAUNEE REGULAR MEETING
JULY 13, 2023**

DRAFT
8.1

A Regular Meeting of the Negaunee City Council was held on Thursday July 13, 2023 at 6:30 p.m. in the Negaunee Senior Center.

Members Present: Mayor Kangas, Council Members Ilmonen, Karki, LaLonde (6:35 p.m.), Howard

Members Absent: Council Members Stagliano and Smith

APPROVAL OF AGENDA

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

PUBLIC COMMENT

No one from the public wished to comment.

MAM CONFERENCE – MAYOR REQUEST

A motion was made by Council Member Ilmonen, supported by Council Member Karki, and unanimously carried to allow the mayor to attend the conference by drawing down the fund balance of the City Improvement fund by a not to exceed amount of \$800.

SUBSTATION BIDS – CONSTRUCTION SERVICES

A motion was made by Council Member Ilmonen, supported by Council Member Karki, and unanimously carried to award the bid to Kent Power Inc. in the amount of \$1,881,991.70.

SUBSTATION BIDS – STRUCTURE AND MATERIAL

A motion was made by Council Member Howard, supported by Council Member LaLonde, and unanimously carried to award the bid to Substation Enterprises in the amount of \$569,808.

SUBSTATION BIDS – LINE MODIFICATION

A motion was made by Council Member LaLonde, supported by Council Member Howard, and unanimously carried to award the bid to MJ Electric in the amount of \$997,045.

IRONTOWN FIELD CONCESSION ROOF

A motion was made by Council Member LaLonde, supported by Council Member Karki, and unanimously carried to award the bid to Stonehouse in the amount of \$12,930 with monies being paid out of the recreation capital outlay in the amount of \$10,000 and a budget adjustment of \$2930 from the recreation contract services.

NEW BUFFALO PROJECT CHANGE ORDER

A motion was made by Council Member Ilmonen, supported by Council Member LaLonde, and unanimously carried to approve the change order in the amount of \$17,384.76.

USDA DRAW #8 PHASE I WATER PROJECT

A motion was made by Council Member LaLonde and supported by Council Member Howard to approve Draw #8 in the amount of \$367,689.88.

The following roll call was taken:

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

Nays: None

The motion passed on a 5-0 vote.

CONSENT AGENDA

A motion was made by Council Member LaLonde and supported by Council Member Karki to approve the consent agenda as follows: June 8th regular minutes, claims and account in the amount of \$\$1,161,719.72 (checks #85513-85676) water project \$540,579.66 (checks #1009-1011), substation \$502,441.09 (#1010), Revenue/Expenditure Trial Balance reports, police server bid, lawnmower disposal of assets, MERS 457 resolution, streetscape: grant admin agreement, change order, light fixture bid, landscaping bid, easement agreements, farmers market shed, light pole reuse bid.

The following roll call vote was taken:

Ayes Council Member Karki, LaLonde, Howard, Ilmonen, Mayor Kangas

Nays: None

The motion passed on a 5-0 vote.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL MEMBERS

Council Member Karki commented that it was good to be back.

Council Member LaLonde commented on the farmers market and parade.

Council Member Howard commented on Pioneer Days projects in town and the fishing dock.

Council Member Ilmonen commented on Pioneer Days.

Mayor Kangas commented on Pioneer Days and the social district and the fireworks.

CITY ATTORNEY

No comments.

ADJOURNMENT

There being no further business a motion was made by Council Member Howard, supported by Council Member Ilmonen, and unanimously carried to adjourn the meeting at 7:00 p.m.

Ann Duoli
Deputy Clerk

**MINUTES
CITY OF NEGAUNEE SPECIAL MEETING
JULY 25, 2023**

DRAFT
8.1

A Special Meeting of the Negaunee City Council was held on July 25, 2023 at 6:30 p.m. in the Negaunee Senior Center.

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

Members Absent: Council Member Smith

APPROVAL OF AGENDA

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

The following roll call vote was taken:

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

Nays: Council Member Howard

The motion passed on a 5-1 vote.

PUBLIC COMMENT

No one from the public wished to comment.

WATER TOWER ISOLATION VALVE EMERGENCY REPAIRS

A motion was made by Council Member Stagliano and supported by Council Member LaLonde to waive the bidding process for this emergency repair and approve this expenditure of \$195,000 with a drawdown of the water fund balance.

PUBLIC COMMENT

No one from the public wished to comment.

COUNCIL COMMENTS

Council Member Stagliano stated that we cannot go back in time and the repairs need to be made.

Council Member Ilmonen stated he would like to understand more the policies for the valves.
Council Member LaLonde stated there is not another solution.

Council Member Howard commented on the repairs and other emergencies that might happen and the streets.

Council Member Karki stated that it needs to be done unfortunately.

ADJOURNMENT

There being no further business a motion was made by Council Member LaLonde, supported by Council Member Ilmonen, and unanimously carried to adjourn the meeting at 7:05 p.m.

Nate Heffron
City Manager

8.4

**AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023**

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

To: Library Board Vacancy

BACKGROUND:

An application was received from Diana Hetrick for the vacancy on the Library Board.

RECOMMENATION:

Appoint Diana Hetrick to the vacancy on the Library Board.

**CITY OF NEGAUNEE
COUNCIL/BOARDS AND COMMISSIONS
APPLICATION**

Name: Diane Hetrick Date: July 14, 2023

Address: 901028 Pine Street

Occupation: retired ☺

Telephone: Home: 906 235-7110 Work: _____

Email: Dianahetrick@gmail.com

Board/Commission Applying for: Library

If applying for more than one Board/Commission list order of preference:

1. _____ 2. _____ 3. _____

What other Boards/Commissions have you served on? Little Friends Children's Center
Immanuel Lutheran - Committees

Could you regularly attend scheduled Board/Commission Meetings?

Yes No _____ Conflict _____

Why do you wish appointment to this Board/Commission? strongly believe
libraries are an important part of a
community.

What are your qualifications/credentials for appointment? B.S. Degree Social
Science, A.S. Degree Child Development

What is your understanding of the mission of this Board/Commission? To promote
community service for all citizens | Promote - literature
and resources

References (list names, addresses, and telephone numbers) (Optional)

1. Greer Hill - Director LFEC 1025 Meas Way
2. Sandy Aho - Retired childcare staff - Cantor Street Way
3. Brandon Burkhardt - 1028 Pine Street - Way

Signature Diane Beth Hetrick

AGENDA SUPPLEMENT
CITY OF NEGAUNEE REGULAR MEETING
August 10, 2023

8.5

- Public Hearing Agenda Items Consent Agenda

To: Iron Ore Heritage Trail Vacancy

BACKGROUND:

Bob Hendrickson the City of Negaunee's appointee to the IOHTA resigned his position to become the Director of the IOHTA. This leaves an unexpired term for the City of Negaunee.

RECOMMENATION:

Appoint Jon Becker to the unexpired term.

**CITY OF NEGAUNEE
COUNCIL/BOARDS AND COMMISSIONS
APPLICATION**

Name: Jon Becker

Date: 7/5/2023

Address: 1101 OWAISSA ST NEGAUNEE

Occupation: NON PROFIT EXEC DIR AND CO-OWNER AT LOVE? BICYCLES

Telephone: ^{CELL} Home: 906 458 4221 ~~WORK:~~ AND ORGANIZER @ ORE TO SHARE

Email: jon.andrus.becker@gmail.com

Board/Commission Applying for: IRON ORE HERITAGE TRAIL - CITY OF NEGAUNEE
REPRESENTATIVE

If applying for more than one Board/Commission list order of preference:

1). _____ 2). _____ 3). _____

What other Boards/Commissions have you served on? PLANNING COMMISSION 10+ YEARS,
CITY COUNCIL

Could you regularly attend scheduled Board/Commission Meetings?

Yes No _____ Conflict _____

Why do you wish appointment to this Board/Commission? I BELIEVE IN THE IOHT MISSION
AND RECOGNIZE THE SIGNIFICANT VALUE IT BRINGS TO THE COMMUNITY
IN HEALTH/WELLNESS, TOURISM, EVENTS ETC AND WANT TO HELP WITH ITS
CONTINUED SUCCESS.

What are your qualifications/credentials for appointment? 30+ YEARS AS AN AVID BIKE RIDER,
XC SKIER AND TRAIL USER/SUPPORTER/VOLUNTEER

What is your understanding of the mission of this Board/Commission? TO REPRESENT THE
INTERESTS OF THE CITY AND ITS RESIDENTS AND TRAIL USERS

References (list names, addresses, and telephone numbers) (Optional)

1. DANA LABONDE - NEGAUNEE CITY COUNCIL

2. BOB HEINRICHSEN - IOHT ADMINISTRATOR

3. _____

Signature Jon Becker