

CITY OF NEGAUNEE

**RESOLUTION TO SUPPORT AND APPROVE THE NEGAUNEE DOWNTOWN
ENHANCEMENT PROJECT AND RELATED ACTIONS**

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

WHEREAS, the City of Negaunee, Michigan (the "City") is committed to the economic development of its downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is committed to job growth, creation, and stabilization.

WHEREAS, the City is committed to developing new means to deal with the negative economic impacts associated with COVID or similar public health emergencies that may arise in the future.

WHEREAS, the City is committed to the preservation of our historic Downtown and its buildings, as well as preserving the elements of the City's mining history.

WHEREAS, the City is committed to the success of its newly established Social District.

WHEREAS, the City is in full 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.

WHEREAS, the City is committed to its Downtown Plan, developed by the Negaunee Citizens Downtown Advisory Council, reviewed, and recommend for approval by the Negaunee DDA, Negaunee Parks and Recreation Commission, and the Negaunee Planning Commission, and accepted by the Negaunee City Council.

WHEREAS, the City believes it is in the interest of health, safety and well-being of its residents, business and visitors to encourage uses of its Downtown buildings for both commerce and habitation.

WHEREAS, the City supports the creation and rehabilitation of its properties to provide welcoming spaces that the public can enjoy.

WHEREAS, the City supports the installation of a fiber network to the Downtown to provide business and residents with competitive and reliable internet options.

WHEREAS, the City supports inclusion of those with mobility disabilities to have uninhibited access to the Downtown through the improvement of public infrastructure.

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

WHEREAS, the City finds and concludes public recreation to be an asset to the community and that this Enhancement Project supports public recreation.

WHEREAS, the City finds this Enhancement Project will further support, enhance and encourage public festivals, celebrations, and commemorations.

THEREFORE, BE RESOLVED that the Negaunee City Council approves the Negaunee Downtown Enhancement Project, and hereby also approves the following Resolutions, actions and details related thereto, which are incorporated herein by reference:

1. Exhibit A: Resolution to Enter into and Sign Revitalization and Placemaking Program Grant Agreement, and attached Grant Agreement;
2. Exhibit B: Resolution to Adopt Project Design;
3. Exhibit C: Resolution to Adopt Project Budget and Expenditures for the Negaunee Downtown Enhancement Project;
4. Exhibit D: Resolution to Award Bids with Criteria;
 - a. Outdoor Lighting and Custom Banners;
 - b. Outdoor Natural Gas Fire Pits;
 - c. Outdoor Interpretive Signage;
 - d. Custom Iron and Artwork;
 - e. Custom Movable Platform System;
 - f. Custom Tree Grates and Guards with Custom Bench;
 - g. Custom Benches and Planters;
 - h. Level 2 Outdoor Vehicle Charging Stations;
 - i. Commercial Contract Services: Electrician;
 - j. Outdoor Furniture and Park Amenities;
 - k. Bike Shelter;
 - l. Light poles;
5. Exhibit E: Resolution to Declare Public Locations, and attached map;
6. Exhibit F: Resolution to Approve Water Lateral Installation Grant, and attached Grant Guidelines, related application and map;

7. Exhibit G: Change Order approval;
8. Exhibit H: Resolution to Make Portions of Selected Streets of the Downtown Enhancement Project Non-Motorized or Configured to Support the Project, and attached map;
9. Exhibit I: Resolution to Allow City Manager to Approve Limited Change Orders of \$5,000.00 or Less; and
10. Exhibit J: Resolution to Enter into Agreement with TV6 for Development of Promotional Materials Documenting the Negaunee Downtown Enhancement Project, and attached Agreement.

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 Support And Approve The Negaunee Downtown Enhancement Project And Related Actions.

 Signature

 Title

_____, 2023
 Date

EXHIBIT A

CITY OF NEGAUNEE

RESOLUTION TO ENTER INTO AND SIGN REVITALIZATION
AND PLACEMAKING PROGRAM GRANT AGREEMENT

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

WHEREAS, the City of Negaunee, Michigan (the "City") is committed to the economic development of its Downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is committed to job growth, creation, and stabilization.

WHEREAS, the City is committed to developing new means to deal with the negative economic impacts associated with COVID and similar pandemics or other public health emergencies that may arise in the future.

WHEREAS, the City is committed to the preservation of the historic Downtown and its buildings, as well as preserving the elements of the City's mining history.

WHEREAS, the City is committed to the success of its newly established social district.

WHEREAS, 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.

BE RESOLVED, that the Negaunee City Council agrees to enter into and sign the REVITALIZATION AND PLACEMAKING PROGRAM GRANT AGREEMENT, attached hereto as Exhibit 1, between the City and the Michigan Economic Development Corporation.

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 Enter into and sign the Resolution to Enter into and Sign Revitalization and Placemaking Program Grant Agreement, which shall be attached as Exhibit A, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

Title

Date

EXHIBIT 1

(to Exhibit A)

REVITALIZATION AND PLACEMAKING PROGRAM

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of April 26, 2023 (the "Effective Date"), is between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and City of Negaunee a Michigan municipality, (the "Grantee"), whose address and principal office is 319 Case Street, PO Box 70, Negaunee, Michigan 49866. As used in this Agreement, the MSF and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. The purpose of this program is promoting health and safety and addressing impacts on impacted businesses by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public spaces that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure.

B. The Michigan Strategic Fund Act (MCL 125.2001 et. seq.), as amended, including Section 90b, enables the MSF to make grants, loans and investments and other economic assistance for redevelopment of communities in Michigan.

C. Under the control and direction of the MSF Board, the staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC") provides administrative services for the MSF.

D. On March 11, 2021, the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("SLFRF") were established as part of the American Rescue Plan Act ("ARPA") to respond to and promote an equitable recovery from the COVID-19 pandemic. The State of Michigan was awarded \$6.54 billion dollars under SLFRF on May 13, 2021.

E. Pursuant to the SLFRF, funding was appropriated to the MSF, and on December 7, 2021, the MSF Board established, and subsequently amended on February 22, 2022, the Revitalization and Placemaking Program (the "RAP") for purposes of addressing the impacts of COVID-19 pursuant to the RAP guidelines, as amended, which provides for the allocation of an aggregate of One Hundred Million Dollars (\$100,000,000.00) of SLFRF funding.

F. The Grantee submitted to the MEDC an Application for Revitalization and Placemaking Program assistance under the RAP dated June 3, 2022.

G. On September 7, 2022, the MSF approved a grant award to the Grantee in the amount of up to the lesser of: (i) 50% of the Eligible Costs; or (ii) an amount not to exceed Eight Hundred Eighty-Five Thousand Two Hundred Sixty-One Dollars (\$885,261) to be disbursed under the terms of this Agreement (the "Grant").

H. The Grantee desires to obtain the Grant to expend Eligible Costs on a Project related to Revitalization or Placemaking consistent with this Agreement.

In consideration of the mutual duties and obligations of the Parties, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the MSF agrees to make, and the Grantee agrees to accept, the Grant.

Section 2.2 Grant Manager. The MSF Fund Manager shall designate a Grant Manager to administer this Agreement and monitor the performance of the Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The initial Grant Manager is Haneen Wraikat, whose email address is wraikath@michigan.org.

Section 2.3 Key Milestones. The Grantee agrees to the Key Milestones set forth in Exhibit C. Key Milestone One allows for reimbursement up to fifty percent (50%) of Eligible Costs. Key Milestone Two allows for reimbursement of Eligible Costs up to the remaining amount of the Maximum Grant. Key Milestone Three requires Project completion.

Section 2.4 Grant Disbursement. Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of the Grant by the MSF shall be made to the Grantee as follows:

- (a) **Vendor Registration.** To receive payments under this Agreement, the Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer. The Grantee has registered an account in the name of City of Negaunee held at Range Bank and ending in 6960 into which it will receive payment by EFT. Grantee must register the account at the State Integrated Governmental Management Applications ("SIGMA") Vendor Self Service ("VSS") website (www.michigan.gov/VSSLogin.) Grantee must also obtain a Unique Entity Identifier ("UEI") from SAM.gov and add this information to SIGMA. Grantee's UEI is LK97Y25BEG64

(b) **Reimbursement Request(s).** The Grantee may receive Grant Disbursements to reimburse for Eligible Costs submitted to the Grant Manager in a Reimbursement Request pursuant to this Section 2.4 and the Key Milestones listed in Exhibit C. Grantee may only submit one Reimbursement Request for each Key Milestone.

(i) Grantee may submit a Reimbursement Request for Eligible Costs to the Grant Manager: (A) of up to fifty percent (50%) of the Maximum Grant for Key Milestone One and up to the remaining balance of the Maximum Grant for Key Milestone Two; (B) if no other Reimbursement Request is pending review or approval by the Grant Manager; (C) if the Grantee has not already received reimbursement for those particular Eligible Costs; and (D) if, collectively with all previous Grant Disbursements, the Grantee has not received the Maximum Grant.

(ii) The MSF's obligation to fund any portion of the Grant during the Term is subject to Grantee's satisfaction of the requirements of the corresponding Key Milestones, and the corresponding approval of the Grant Manager as set forth in Section 2.4(c), each satisfied in chronological order, and Grantee otherwise being in compliance with this Agreement, including, without limitation, satisfaction of all requirements, and approval thereof, of all prior Key Milestones.

(c) **Grant Manager Review.** The Grant Manager reviews Reimbursement Request(s) and determines Grantee's compliance with the Key Milestones. The Grant Manager shall, within thirty (30) business days of receipt of a Reimbursement Request and accompanying Supporting Documentation, do one or more of the following:

(i) request to review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. The Grantee shall comply with the written request within thirty (30) business days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Disbursement Request in the manner provided in Section 2.4(c)(ii).

(ii) provide a reason, in writing, for an impending rejection of the Reimbursement Request, which may be based on one or more of the following: (A) the failure of Grantee to demonstrate achievement of the applicable Key Milestone, (B) there is an outstanding Default or Event of Default, or (C) Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) business days from the date of the written reason to respond.

(iii) approve the Reimbursement Request, provided there is no Default or Event of Default, Grantee is otherwise in compliance with this Agreement, and Grantee has achieved all of its then required Key Milestones to the satisfaction of the Grant Manager.

If after receipt of a Reimbursement Request the Grant Manager requests to review Grantee records, requests additional information or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 2.4(c)(ii) or Section 2.4(c)(iii), within an additional thirty (30) business days of the last to occur of: (A) the date the Grantee provides the requested records and requested additional information or (B) the date the Grant Manager completes the site visit.

moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. Except as has been disclosed in writing to the MSF, or the Grant Manager, no consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. Neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or to the best of the Grantee's knowledge, omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are reasonably likely to materially adversely affect the business or properties of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 Litigation or Other Proceedings. Except as has been disclosed in writing to the MSF, to the knowledge of the Grantee, there are no suits or proceedings pending or, to the knowledge of the Grantee, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under the Agreement.

Section 3.6 Compliance with Laws or Contracts. To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, or other requirements for the Project, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise), or impair the Grantee's ability to perform its obligations under this Agreement.

Section 3.7 Use of Grant Disbursements. The Grantee shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

Section 3.8 Criminal or Civil Matters. The Grantee affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of Twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.9 Conflict of Interest. The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's Key Personnel or its Key Personnel's family, its business, or any financial interest and the performance by the Grantee under this Agreement. Further, the Grantee affirms that it has an internal conflicts of interest policy in place to discover and avoid current or future conflicts of interest of the nature described in this Section that may arise.

The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee and its owners, officers, directors, managers, members, or employees and any of the Indemnified Persons and the performance by the Grantee of its obligations under this Agreement. The Grantee further affirms that neither the Grantee, nor its owners, officers, directors, managers, members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons.

Section 3.10 State Required Terms. The Grantee shall comply with its representations, warranties, and obligations as required and set forth in Exhibit F.

Section 3.11 Taxes. To the extent applicable, the Grantee is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State of Michigan, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Grantee shall, through the Term, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).

Section 3.12 Change of Legal Status. The Grantee shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.13 Use of Grant Funds. Grantee shall use all of the Grant funds only as permitted under this Agreement.

Section 3.14 Key Milestones. Grantee agrees to the Key Milestones set forth in Exhibit C. The Grant Manager determines compliance with Key Milestones.

Section 3.15 Federal Requirements. Grantee shall comply with all federal requirements under SLFRF set forth in Exhibits G and H, as may be updated from time to time.

Section 3.16 Records Access. Grantee shall retain all records related to this Agreement until at least December 31, 2031. In addition, Grantee shall provide a copy of such records upon request of the Grant Manager. Provided, however, any grant requiring the expenditure of in excess of Seven Hundred Fifty Thousand Dollars (\$750,000) of federal funding in any applicable fiscal tax year is subject to the Single Audit Act of 1984, as may be amended from time to time. If applicable, in addition to all other obligations hereunder, the Grantee shall provide a copy of this audit to the MSF promptly upon its completion. Further, upon the request from the Grant Manager, Grantee shall provide all records related to this Agreement and the Grant, including, without limitation, a copy of the fully signed and completed application to the RAP, the Grant, and any documentation and/or reporting in support thereof. Notwithstanding anything to the contrary, if the Single Audit Act of 1984 applies, this Section shall survive the end of the Term for a period of seven (7) years.

Section 3.17 Acknowledgment of Federal Subaward and Subrecipient Status.

Grantee acknowledges that it is a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331 and is bound by all requirements of such Subaward and Subrecipient status as required by United States Treasury, which may be updated from time to time, including, but not limited to, the requirements set forth in Exhibits G and H.

Section 3.18 Termination and Recovery of Funds by United States Treasury.

Grantee acknowledges that in addition to the defaults and remedies listed in Article V, the United States Treasury requires any funds received under the Grant and any attached Exhibits that are expended in a manner that fails to comply with SLFRF and all other applicable laws be returned to the Department of the Treasury. The MSF reserves the right to monitor the Subrecipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant and return of funds previously provided thereunder.

Section 3.19 Sale of Property. Grantee shall obtain the consent of the MSF prior to any sale of the Property and shall include provisions in any purchase contract that the purchaser be bound by all applicable obligations of this Agreement including, but not limited to, all reporting requirements.

Section 3.20 Administrative Costs. Grantee shall use administrative costs only for direct costs (as defined by 2 CFR §200.413) related to the purpose of administering this Agreement. For the avoidance of doubt, administrative costs may not be used for Indirect costs (as defined by 2 CFR §200.414).

Section 3.21 Debarment and Suspension. The Grantee affirms that it is not included on the governmentwide exclusions list in the System for Award Management as being debarred and suspended further detailed in Exhibit G, Section D(8).

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Grantee:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee or as otherwise provided by law no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1 Events of Default. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default, or written forbearance, is signed by the MSF Fund Manager:

- (a) any representation made by the Grantee which is incorrect in any material respect, including, but not limited to, any representation or warranty provided in this Agreement, including Article III, any information provided in the Application, or any information provided in support of a Reimbursement Request;
- (b) any material breach by the Grantee of an obligation of the Grantee under this Agreement, including failure to submit a Progress Report when due, which is not cured by the Grantee to the reasonable satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or failure to submit federal quarterly and/or federal annual reports when due, which is not cured by the Grantee to the reasonable satisfaction of the Grant Manager within five (5) business days after written notice thereof by the Grant Manager, or within such longer periods of time as determined in writing and at the sole discretion of the MSF Fund Manager ("Cure Periods");
- (c) any failure of the Grantee to pay in full any applicable Progress Report Penalty or Federal Report Penalty, costs, fees, and interest, as required by Sections 5.4 and 5.5;
- (d) the Grantee's failure to timely meet any of the Key Milestones by the applicable date for such Key Milestone as set forth in Exhibit C, which failure is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager;
- (e) the taking via condemnation or similar governmental action of all or a substantial part of the Property or Project which taking has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;
- (f) any unappealable or irrevocable action taken by any governmental authority that would materially and adversely affect timely progression of work or development of the Project as required by the Key Milestones or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;
- (g) the institution of, or any agreement in lieu of, a foreclosure action against the Property or the Project or any part thereof and failure of Grantee to cause such action to be terminated within thirty (30) calendar days of its institution;
- (h) the institution of any proceeding, or agreement in lieu of, seeking a termination of the Grantee's interest in the Property;
- (i) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any: (i) agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State (including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF (including as successor in interest to the former

Michigan Economic Growth Authority), the State Historic Preservation Office (or any successors or assigns to any of the foregoing)); (ii) applicable federal secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, 36 CFR 67; or (iii) any agreement with any person or entity, which violation, default, breach, or non-compliance has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking, in each case which is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the MSF Fund Manager;

(j) Intentionally omitted.

(k) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee;

(l) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;

(m) the filing of a claim of lien against the Property that is not resolved to the MSF's satisfaction;

(n) If there is a failure of physical work on the Property for the development of the Project as contemplated by this Agreement for a period of thirty (30) consecutive calendar days, which failure is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager;

(o) If Grantee uses any grant funds for any purpose that is not an Eligible Cost;

(p) If at any time after the Grant Disbursement and through the end of the Term of the Grant, the Property is not used for its applicable intended Revitalization or Placemaking purpose.

Section 5.2 Available Remedies. Upon the occurrence, and during the continuance, of a Default or Event of Default under this Agreement:

(a) The MSF may immediately and without prior notice discontinue making any Grant disbursement to the Grantee;

(b) The MSF may immediately, after expiration of any applicable Cure Period without a cure, terminate this Agreement;

(c) The MSF may demand immediate payment to the MSF a sum equal to the full amount of all Grant Disbursements that have been made;

(d) Any amounts due to the MSF under this Section 5.2 must be paid within 90 days of notification by the MSF and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the ninety-first (91st) day of nonpayment

of any amounts owed to the MSF and continuing until all funds owed under this Agreement are paid in full to the MSF.

(e) All payments by the Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest; then (iv) to satisfy any and all other outstanding amounts owed to the MSF.

(f) In the case of a Default or Event of Default under Section 5.1(a) (material misrepresentation) or Section 5.1(b) (material failure to comply) which is:

(i) based on Section 3.7 (prohibited use of Grant funds for casino, etc.) or Section 3.13 (use of Grant funds as permitted under the Agreement) or Section 3.20 (administrative costs), the Grantee shall pay the MSF a sum equal to the full amount of the Grant funds so improperly used;

(ii) based on the indemnification provisions set forth in Section F.6 of Exhibit F, the Grantee shall perform and pay all sums as required by Section F.6 of Exhibit F;

(iii) based on Section 2.5(a) (required reporting), the Grantee shall pay the penalties required by Sections 5.4 and 5.5;

(iv) based on Sections 5.1(e)-(p) (certain events of default) or Key Milestone Three of Exhibit C (completion of Project), the Grantee shall pay the MSF a sum equal to the full amount of the Grant funds disbursed;

(v) based on Section 3.15 (failure to comply with federal requirements), the Grantee shall pay the total amount owed by the State to repay the federal government for such failure to comply.

(g) Notwithstanding anything to the contrary, the MSF Fund Manager reserves the right to require the Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any interest, costs and expenses as provided by this Agreement, in no event shall the Grantee be required to repay the MSF any amount in excess of Grant Disbursements received by the Grantee.

(h) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in successfully collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

Section 5.3 Other Suspension. In the event the MSF becomes aware of a Default, the MSF may immediately and without prior notice suspend making any Grant Disbursements.

Section 5.4 Progress Report Penalty. For each instance through the Term of the Grant in which the Grantee fails to submit a Progress Report when due, which Progress Report is not provided by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as

determined in writing and at the sole discretion of the Grant Manager, a penalty is due to the MSF from the Grantee in the principal amount of Five Thousand Dollars (\$5,000) (the "Progress Report Penalty"), and the Grantee shall immediately remit payment of the Progress Report Penalty to the MSF.

In addition to paying any required Progress Report Penalty, the Grantee shall pay interest on the Progress Report Penalty at the rate of seven percent (7%) per annum. Interest shall accrue on the Progress Report Penalty beginning on the date such Progress Report Penalty is due and continue until the Progress Report Penalty, all costs and expenses to collect the Progress Report Penalty, and all interest are paid in full to the MSF. All payments by the Grantee under this Section 5.4 shall first be applied to reimburse the costs and expenses to collect the Progress Report Penalty, then to satisfy interest thereon, then to satisfy the Progress Report Penalty. Payment of any Progress Report Penalty, costs, fees, and interest thereon is required by this Agreement regardless of whether any Grant Disbursement has been made to the Grantee.

This Section 5.4 shall survive the end of the Term of the Grant for a period of three (3) years.

Section 5.5 Federal Report Penalty. For each instance through the Term of the Grant in which the Grantee fails to submit a federal quarterly report or federal annual report when due, which report is not provided by the Grantee to the satisfaction of the Grant Manager within five (5) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager, a penalty is due to the MSF from the Grantee in the principal amount of Five Thousand Dollars (\$5,000) (the "Federal Report Penalty"), and the Grantee shall immediately remit payment of the Federal Report Penalty to the MSF. For the avoidance of doubt, the Federal Report Penalty shall apply separately to each federal quarterly and federal annual report due.

In addition to paying any required Federal Report Penalty, the Grantee shall pay interest on the Federal Report Penalty at the rate of seven percent (7%) per annum. Interest shall accrue on the Federal Report Penalty beginning on the date such Federal Report Penalty is due and continue until the Federal Report Penalty, all costs and expenses to collect the Federal Report Penalty, and all interest are paid in full to the MSF. All payments by the Grantee under this Section 5.5 shall first be applied to reimburse the costs and expenses to collect the Federal Report Penalty, then to satisfy interest thereon, then to satisfy the Federal Report Penalty. Payment of any Federal Report Penalty, costs, fees, and interest thereon: is required by this Agreement regardless of whether any Grant Disbursement has been made to the Grantee.

This Section 5.5 shall survive the end of the Term of the Grant for a period of three (3) years.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (i) one business day after an e-mail, fax, or courier delivery or (ii) two business days after a mailing date.

Section 6.2 Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.4 Severability. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 6.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 6.7 Relationship between Parties. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

Section 6.8. Successors and Assigns. The MSF may at any time assign its rights in this Agreement. The Grantee may not assign any of its rights or obligations under this Agreement without the prior written approval of the MSF. Only after completion of a Key Milestone may the Grantee submit a request to the Grant Manager for the MSF's approval of the assignment by the Grantee of all or portion of its rights or obligations under this Agreement, including rights to the Grant Disbursement. Such request must be in writing and any approval by the MSF is subject to terms and conditions acceptable to the MSF, including without limitation: (i) any background review or other pre-approval due diligence of the proposed assignee or otherwise, in each case as required by the MSF, the results of which are satisfactory to the MSF Fund Manager; and (ii) that the Grantee, the proposed assignee(s) or both, remain responsible for the Grantee's obligations under this Agreement, including those involving submission of Progress Reports and submission of Progress Report or Federal Report Penalty(s) and any costs, fees, and interest as provided by this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 6.9 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single

or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 Termination of Agreement. Except as to terms of this Article VI and Exhibit A, which shall survive indefinitely, and any provisions requiring repayment, which shall survive until all amounts due are paid in full, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term.

Section 6.11 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager. Provided however, in the event that federal laws, statutes, rules or regulations related to SLFRF funding require a change to this Agreement, this Agreement shall be immediately interpreted, modified, applied, and enforced consistent with those changes as though they were written in this Agreement. The MSF will incorporate the aforementioned changes into this Agreement in writing, and the Grantee shall fully execute such amendment as soon as possible thereafter without unreasonable delay. Provided further, and notwithstanding anything to the contrary, the failure of the Grantee to fully execute such amendment shall not be deemed to change the immediate interpretation, modification, application, and enforcement of such changes as though they were written in this Agreement.

Section 6.12 Publicity. At the request and expense of the MSF or the MEDC, the Grantee will cooperate with the MSF or the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation acceptable to the Parties.

Section 6.13 Images. At the request of the MSF or the MEDC, the Grantee will cooperate in providing high-resolution images of the completed Projects with the preferred format: 300dpi, at least 5000 pixels WxH in either raw file or high-resolution JPG format and hereby grants the MSF and the MEDC a license to use said Images in materials presented to the public.

Section 6.14 Cooperation by the Parties. The Parties will cooperate and communicate with one another and use all reasonable efforts to cause the fulfillment of the intents and purposes of the Program and this Agreement.

Section 6.15 Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States.

(SIGNATURE PAGE FOLLOWS)

Execution Copy

The Parties have executed this Agreement effective on the Effective Date.

The signatories below warrant they are empowered to enter into this Agreement.

CITY OF NEGAUNEE

Nathan Heffron
City Manager

MICHIGAN STRATEGIC FUND

Valerie Hoag
Fund Manager

EXHIBIT A
DEFINED TERMS

(a) "**Act**" means the Michigan Strategic Fund Act, MCL 125.2001 et seq., as amended, and Section 1094m of Public Act 87 of 2021, which authorize the creation and operation of the RAP.

(b) "**Addendum**" or "**Federal Master Addendum**" means the federal requirements described in Exhibit G.

(c) "**Agreement**" means this Agreement, including the Exhibits to this Agreement.

(d) "**Application**" means the Application for Revitalization and Placemaking Program assistance, dated June 3, 2022, submitted by the Grantee to the MEDC.

(e) "**ARPA**" means the American Rescue Plan Act, Pub. L. No. 117-2, as amended.

(f) "**Auditor General**" means the auditor general of the State of Michigan.

(g) "**Construction Drawings**" has the meaning set forth in Exhibit B.

(h) "**Confidential Information**" has the meaning set forth in Section F.2.

(i) "**Cure Periods**" have the meanings set forth in Section 5.1(b).

(j) "**Default**" means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

(k) "**DTMB**" has the meaning set forth in Section F.3.

(l) "**Effective Date**" has the meaning set forth in the preamble.

(m) "**Eligible Costs**" means the Grantee's actual expenditure of funds qualifying within the particular Expenditure Category for which the Project is awarded and incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, and expended no later than June 30, 2026, for at least one, or any combination of, the following the following six (6) categories:

- a. Acquisition. Acquisition fees or costs for real property;
- b. New construction. Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project;
- c. Other Alteration or Improvement. Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;
- d. Site Improvement. Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure

such as roads, curbs, gutters, sidewalks, landscaping, lighting, grading, and land balancing;

- e. Machinery and Equipment. Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;
- f. Professional Fees. Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal; or
- g. Developer Fees. Developer fees not to exceed 4% of total project costs.

Provided however, and for the avoidance of doubt, in no event shall any prohibited uses (See Exhibit G, subsection C(4)), costs not qualifying under the particular Expenditure Category, or expenses that have been or will be reimbursed under any other federal program be deemed any part of the Eligible Costs. The total Eligible Costs associated with the Project is listed in Exhibit D.

(n) "**Event of Default**" means any one or more of those events described in Section 5.1.

(o) "**Exhibit**" means each of the documents or instruments attached to this Agreement.

(p) "**Expenditure Category(s)**" means the expenditure category(s) as created by the US Department of Treasury with the schedule of permitted expenditures attached hereto as Exhibit G. The applicable Expenditure Category for the Project and its requirements are listed in Exhibit D and Exhibit H.

(q) "**Federal Report Penalty**" has the meaning set forth in Section 5.5.

(r) "**Grant**" has the meaning set forth in Recital G.

(s) "**Grantee**" means the entity as identified in the preamble.

(t) "**Grant Disbursement(s)**" means Grant funds paid to the Grantee by the MSF under this Agreement.

(u) "**Grant Disbursement Request**" or "**Reimbursement Request**" means a written request from Grantee for a Grant Disbursement in support of the applicable Key Milestone, in the form and substance set forth in Exhibit E.

(v) "**Grant Manager**" means that individual person designated by the MSF Fund Manager from time-to-time to provide administrative services for the MSF under this Agreement.

(w) "**Indemnified Persons**" has the meaning set forth in Section F.6.

(x) "**Key Milestones**" or "**Milestones**" means those major Project achievements as described in Exhibit C.

(y) "**Key Personnel**" means the Grantee or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of 20% or more.

(z) "**Lease**" has the meaning set forth in Exhibit B.

(aa) "**Maximum Grant**" means the lesser of: (i) 50% of the Eligible Costs; or (ii) exceed Eight Hundred Eighty-Five Thousand Two Hundred Sixty-One Dollars (\$885,261).

(bb) "**MEDC**" has the meaning set forth in Recital C.

(cc) "**MSF**" has the meaning set forth in the preamble.

(dd) "**MSF Fund Manager**" means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.

(ee) "**Party**" or "**Parties**" has the meaning set forth in the preamble.

(ff) "**Progress Report**" has the meaning set forth in Section F.1.

(gg) "**Progress Report Penalty**" has the meaning set forth in Section 5.4.

(hh) "**Project**" or means the Grantee's plan more particularly described in the attached Exhibit B.

(ii) "**Property**" means the real estate where the Project is located. The physical address of the Property and the legal description is included in Exhibit B.

(jj) "**RAP**" has the meaning set forth in Recital E.

(kk) "**Revitalization or Placemaking**" means the reimbursement of Eligible Costs for the purpose of the development of permanent place-based infrastructure associated with social-zones, outdoor dining, or other similar place-based public spaces.

(ll) "**SLFRF**" means the Coronavirus State and Local Fiscal Recovery Funds Program promulgated under Section 602(b) of the Social Security Act (42 U.S.C. § 801 et seq.), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

(mm) "**SLFRF Regulations**" means the federal regulations promulgated by the US Treasury Department under the provisions of SLFRF including Treasury Final Rule 31 CFR part 35, as amended.

(nn) "**Subrecipient**" has the meaning set forth in Exhibit G and includes the Grantee.

(oo) "**State**" means the State of Michigan.

(pp) "**Supporting Documentation**" means such documentation that may be provided to, or requested by, the Grant Manager to support a Reimbursement Request pursuant to the Key Milestones.

(qq) "Term" or "Term of the Grant" means from the Effective Date and, unless earlier terminated as provided by this Agreement, through October 1, 2028.

EXHIBIT B
DESCRIPTION OF PROJECT

Project		
	Legal Name of Grantee	City of Negaunee
	Total Investment	The Grantee plans to make a total investment of approximately \$1,209,900 to the Project.
	Property Description	The Property is commonly known as Negaunee Downtown District: Commencing at the intersection of the centerline of Tobin Street and Jackson Street, thence south on Tobin Street to the northwest corner of Lot 88 of the Iron Plat Addition, thence southeasterly along the north lot line of Lot 88 to the centerline of Gold Street; thence south along the centerline of Gold Street to Copper Street; thence east along the centerline of Copper Street to Silver Street; thence north along the centerline of Silver Street to Rail Street; thence east along the centerline of Rail Street to the centerline of Division Street; thence south along the centerline of Division Street 300 feet; thence east 750 feet; thence northwesterly to the intersection of the centerline of Teal Lake Avenue and Case Streets; thence west along the centerline of Case Street to the centerline of Jackson Street; thence west on Jackson Street to the point of beginning.
	Legal Description	The Property is legally described as Negaunee Downtown Development District Property Descriptions as shown on attached map exhibit #1, on page 3.
	Site Plan or Construction Drawings	"Construction Drawings" means the graphic representation of the proposed design for the Eligible Costs related to the Property for the Project.
	Lease Information	N/A

EXHIBIT C
KEY MILESTONES

*Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.4 of the Agreement which include the required submission of a Reimbursement Request and any other information as may be required under Section 2.4, the following Grant Disbursements may be requested by the Grantee:

Key Milestone One:

Grant Disbursement: Single Reimbursement Request up to fifty percent (50%) of the Eligible Costs associated with the Project.

By no later than July 31, 2024, the Grantee shall have submitted all then required Progress Reports and federal reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-1, signed by Grantee;
2. A copy of the Construction Drawings;
3. A copy of the guaranteed maximum price contract associated with the Project. For the avoidance of doubt, should the due date of this Key Milestone One be later than July 31, 2024, Grantee shall provide such copy by July 31, 2024;
4. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Grantee actually expended the Eligible Costs on the Project from and after March 3, 2021; and
5. Confirmation of the Grantee's SAM.gov registration and UEI.

Key Milestone Two:

Grant Disbursement: Single Reimbursement Request for Eligible Costs associated Project for which Grant Disbursement have not previously been made; provided, however, when taken together with any prior Grant Disbursements, cannot exceed the Maximum Grant.

By no later than August 30, 2025, the Grantee shall have submitted all then required Progress Reports, and federal reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, a Milestone Report, along with all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-1, signed by Grantee; and
2. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Grantee actually expended the Eligible Costs on the Project from and after March 3, 2021.

Key Milestone Three: Completion of the Project

Grant Disbursement: \$0

By no later than June 30, 2026, the Grantee shall have submitted all then required Progress Reports and federal reports, shall have actually expended one hundred percent (100%) of the Grant funds disbursed under the Key Milestone One and Key Milestone Two, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information:

1. The Final Completion Form in the form and substance set forth in Exhibit E-2, signed by Grantee; and
2. A true and correct copy of an unconditional certificate(s) of occupancy for all residential units of the Project from the appropriate governmental authority empowered to exercise jurisdiction over the Project, or if such jurisdiction does not issue a certificate(s) of occupancy or an equivalent thereto, evidence satisfactory to the Grant Manager that the Project has passed all inspections and received all approvals which are conditions precedent to the use and occupancy of the Project, and temporary certificate(s) of occupancy, conditional certificate(s) of occupancy, or the jurisdictional equivalents thereto, in lieu of unconditional certificate(s) of occupancy for all remaining units (retail and commercial, as applicable) with the only work remaining to be performed being tenant improvements to be performed by or on behalf of the tenants.

EXHIBIT D

SUMMARY OF PROJECT BUDGET AND FEDERAL EXPENDITURE CATEGORY

Project	Federal Expenditure Category	Total Eligible Costs
City of Negaunee	Expenditure Category 2.35: Negative Economic Impacts – Aid to Impacted Industries: Tourism, Travel, Hospitality	\$2,095,161

EXHIBIT E-1

**REIMBURSEMENT REQUEST FORM
(For Key Milestone 1 and Key Milestone 2)**

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and City of Negaunee (the "Grantee"), CASE-374505, dated April 26, 2023 (the "Agreement"). Capitalized terms used in this Reimbursement Request and not otherwise defined in this Reimbursement Request Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of City of Negaunee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Grantee contained in Article III of the Agreement remain true.
4. As permitted by Key Milestone _____ Grantee requests a Grant Disbursement in the total amount of _____.
5. Attached to this Form is Supporting Documentation required for Key Milestone _____ which is the subject of this Reimbursement Request and Form.
6. Each of the Eligible Costs listed below were incurred and paid on or before the Submission Date and have not previously been included in a prior Reimbursement Request.

Eligible Expenses for Eligible Activity Categories	Amount Spent
Acquisition fees or costs for real property	
Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project	
Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;	
Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure such as roads, curbs, gutters,	

sidewalks, landscaping, lighting, grading, and land balancing;	
Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;	
Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal;	
Developer fees not to exceed 4% of total project costs.	
TOTAL AMOUNT REQUESTED	

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of _____ (the "Submission Date").

CITY OF NEGAUNEE

By:
Its:

EXHIBIT E-2

**FINAL COMPLETION FORM
(For Key Milestone 3)**

This Final Completion Form is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and City of Negaunee (the "Grantee"), CASE-374505, dated April 26, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined in this Final Completion Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of City of Negaunee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Grantee contained in Article III of the Agreement remain true.
4. Attached to this Form is Supporting Documentation required for Key Milestone Three which is the subject of this Form.

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of _____ (the "Submission Date").

CITY OF NEGAUNEE

By:
Its:

EXHIBIT F

STATE REQUIRED TERMS

Section F.1 Progress Reports. Beginning October 10, 2023, and continuing no later than October 10th of each calendar year during the Term, the Grantee shall submit to the Grant Manager an annual Progress Report relative to the Project. The Progress Report shall be an all-encompassing report of the preceding twelve (12) months ending September 30, and submission of all data required for the MSF to comply with its annual reporting requirements to the Michigan legislature under the Act (see MCL 125.2009); including reporting for the previous twelve (12) months ending September 30:

- (a) the amount of financial support other than State resources;
- (b) the projected number of both new and retained jobs and the projected average annual salary for both the new and retained jobs for the Grant Project;
- (c) the actual number of both new and retained jobs and the actual average annual salary for both the new and retained jobs for the Project;
- (d) a narrative of Eligible Costs completed during the reporting period;
- (e) the actual amount of private investment attracted to the Project;
- (f) the total actual amount of square footage revitalized or added by the Project. The square footage must be reported by category, including, but not limited to, commercial, residential, or retail (and if applicable, the actual number of residential units revitalized or added by the Project); and
- (g) the total actual number of residential units revitalized or added by the Project.

Section F.2 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets or liabilities of the Grantee. Under MCL 125.2005(9), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee information as confidential. If the MSF acknowledges Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the RAP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section F.3 Access to Records and Inspection Rights. During the Term of the Grant, there will be frequent contact between the Grant Manager, or other MEDC, MSF or representative of the State, and the Grantee. Until the end of the Term of the Grant, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, or the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive until the later of (i) the end of the Term of the Grant by three (3) years, or (ii) the date provided in Section 5.4. In connection with any such audit, the Grantee shall cooperate with the Chief Compliance Officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or any member, employee or agent of the MSF, the Chief Compliance Officer, the Grant Manager, or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Grantee reasonably determines is Confidential Information shall be reviewed by the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, and the MEDC at the offices of the Grantee and the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld. The Grantee may redact private or proprietary information contained in any records removed, copied, photographed, or recorded by the Auditor General, the DTMB, the MSF, the MEDC, or the Chief Compliance Officer or their respective representatives. The MEDC and MSF agree to provide the Grantee thirty (30) days written notice in the event either the MEDC or the MSF wishes to access records of the Grantee related to this Agreement.

Section F.4 Termination of Funding. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Section F.5 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent

with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section F.6 Indemnification and Hold Harmless. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents or contractors. This Section shall survive indefinitely.

Section F.7 Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States. This Section shall survive indefinitely.

EXHIBIT G

FEDERAL MASTER ADDENDUM

Applicability of Federal Requirements

The attached Grant Agreement relates to a program and project that is being funded by the United States of America through the State of Michigan under the Coronavirus State and Local Fiscal Recovery Funds Program to respond to and promote an equitable recovery from the COVID-19 pandemic. The Program was promulgated under Section 602(b) of the Social Security Act (42 U.S.C. § 801 et seq.), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (SLFRF). SLFRF and the United States Department of the Treasury (Treasury) mandate that the following provisions are to be included in the Grant Agreement to ensure that the use of these federal funds complies with SLFRF, Treasury's Final Rule at 31 C.F.R. Part 35 (January 6, 2022), Treasury's Overview of the Final Rule (January 2022), and Treasury Guidance on Recipient Compliance and Reporting Responsibilities Version 3.0 (February 28, 2022).

This Addendum contains many of the State's obligations as a Recipient of SLFRF funds and, therefore, requirements that you, as a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331, must follow. As a condition of your receipt and use of SLFRF funds, you understand and agree to be bound by, to comply with, and to cooperate with the State to enable its compliance with, all applicable local, state, and federal laws and the terms of this Addendum and attached Schedule(s).

A. Definitions Capitalized terms not elsewhere defined in this Addendum shall have the meanings set forth below:

- *Addendum* means this Addendum of additional terms that are part of the Grant Agreement.
- *Award or Federal Award*, capitalized and lower-case, means the SLFRF funds awarded to the State of Michigan by Treasury.
- *Agreement* means the attached Grant Agreement between the Subrecipient and the State of Michigan which is funded by a SLFRF Subaward.
- *Recipient*, capitalized and lower-case, means the State of Michigan, as a recipient of a SLFRF Award from Treasury.
- *State* means the State of Michigan.
- *Subaward* means the State's SLFRF Subaward to you under the terms of the Grant Agreement and this Addendum.
- *Subrecipient* means the organization subject to the attached Grant Agreement and this Addendum and each of the Subrecipient's sub-awardees.
- *You and Your* means the Subrecipient subject to the attached Grant Agreement and this Addendum.

B. Terms and Conditions of the Federal Award

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible Recipients and Subrecipients are also required to have an active registration with the System for Award Management (**SAM**) (<https://www.sam.gov>) pursuant to 2 CFR Part 25.
2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents until at least December 31, 2031. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (**GAO**), Treasury's Office of Inspector General (**OIG**), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. Recipients and Subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions. Auditees must follow the Responsibilities listed at 2 CFR 200.508.
4. **Civil Rights Compliance.** Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that Recipients and Subrecipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

5. **Categories of Use.** The four statutory categories for use of FRF funds are included below as outlined in the applicable guidance. The program design has been approved to ensure that the program meets one of the categories below. Exhibit A provides additional details on Eligible Costs to ensure it aligns with Treasury's guidance:
 - a. To respond to the COVID-19 public health emergency or its negative economic impacts;
 - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
 - c. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency;
 - d. To make necessary investments in water, sewer, or broadband infrastructure

C. Eligible Uses of the Federal Award and Mandatory Financial and Performance Reporting

Treasury has established the following requirements for all uses of SLFRF funds for the project to which this Grant Agreement pertains.

1. **Eligible Costs Timeframe.** Recipients may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, but only to the extent that the disbursed funds for the obligations incurred by December 31, 2024, are actually spent by December 31, 2026. Costs for projects incurred prior to March 3, 2021, are not eligible, as provided in Treasury's Interim Final Rule.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to Subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, Treasury's final rule provides that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1.

2. **Statutory Eligible Uses.** SLFRF funds must be used on a project or projects that meet one of three statutory categories, including, for purposes of the Agreement, to respond to the COVID-19 public health emergency or its negative economic impacts. Treasury adopted an Interim Final Rule in May 2021 and the Final Rule on January 6, 2022, to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.

The eligibility, reporting, and other requirements set forth in this Addendum and attached Schedule(s) are subject to review, revision, and amendment as required by Treasury in any future Congressional or Treasury rule, regulation, guidance, overview, or other initiative affecting these requirements.

3. **Uniform Guidance.** Under Guidance issued by the U.S. Department of the Treasury at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with the Uniform Guidance, funds received under this program shall be included on the Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.
4. **Prohibited uses.** Prohibited uses of SLFRF funds include but are not limited to:
 - a. A general infrastructure project that does not respond to a negative economic impact of the COVID-19 pandemic.
 - b. Deposits into a pension fund.
 - c. Non-Federal cost share or match.
 - d. To service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund.
 - e. A program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19 or that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19.
 - f. Expenditures that violate the conflict of interest requirements in the OMB's Uniform Guidance including any self-dealing or violation of ethics rules. Recipients must establish policies and procedures to manage potential conflicts of interest.
 - g. Expenses that will be or have been reimbursed by another federal program.
 - h. Expenses related to research and development (R&D).
5. **Termination/Recovery of Funds.** Treasury requires any funds received under the Grant Agreement, this Addendum, and any attached Schedule(s) that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to the Department of the Treasury. The State reserves the right to monitor the Subrecipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of funds previously provided thereunder.

6. **Protected Personally Identifiable Information and the Privacy Act.** Under the Uniform Guidance (including but not limited to §§200.303, 338) and the Privacy Act of 1974 (5 U.S.C. § 552a), grant Recipients and Subrecipients must take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
7. **Expenditure Category.** Permissible uses of SLFRF funds must fall under at least one of Treasury's "Expenditure Categories." Each project, including the project to which the Grant Agreement pertains, is assigned one Expenditure Category. The attached Schedule(s) contain the reporting requirements specific to the Expenditure Category to your project. The State will provide guidance on and monitor your use of the SLFRF funds through the mandated reporting described at Paragraph 8 below.
8. **Reporting.** Treasury requires you and the State to file reports detailing your use of SLFRF funds. Reports will be filed quarterly and annually through the life of the project and after completion. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. 200.1. Your organization should appropriately maintain accounting records for completing and reporting accurate, compliance financial data, in accordance with appropriate accounting standards and principles.

Your cooperation is essential to the State's ability to meet its SLFRF reporting requirements to Treasury. Your receipt of the SLFRF funds to which the Grant Agreement pertains is conditioned on your compilation, maintenance, provision, and reporting of detailed accounting records and other necessary information to facilitate the reporting of accurate, compliant data and descriptions in accordance with appropriate accounting standards and principles.

Treasury requires the State to submit two kinds of reports detailing Subrecipients' use of SLFRF funds: A quarterly **Project and Expenditure Report**; and an annual **Recovery Plan Performance Report**.

As a Subrecipient of a SLFRF Subaward, you must meet the following reporting requirements under this Subsection and all applicable laws and regulations.

- a. **The Quarterly Project and Expenditure Report** is filed on a quarterly basis and reports on projects funded, expenditures, and contracts and subawards over \$50,000. The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the Subrecipient as of the time of reporting. Each Quarterly Project and Expenditure Report will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly Project and Expenditure Reports are not due concurrently with Annual Project and Expenditure Reports discussed below. The following Table summarizes the Project and Expenditure Report timelines for the State. See Section 2.5(a) of the agreement for your deadlines, which may be different than below:

REPORT	YEAR	QUARTER	PERIOD COVERED	DUE DATE
1	2021	2 – 4	MARCH 3 - DECEMBER 31	JANUARY 31, 2022
2	2022	1	JANUARY 1 - MARCH 31	APRIL 30, 2022
3	2022	2	APRIL 1 - JUNE 30	JULY 31, 2022
4	2022	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2022
5	2022	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2023
6	2023	1	JANUARY 1 - MARCH 31	APRIL 30, 2023
7	2023	2	APRIL 1 - JUNE 30	JULY 31, 2023
8	2023	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2023
9	2023	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2024
10	2024	1	JANUARY 1 - MARCH 31	APRIL 30, 2024
11	2024	2	APRIL 1 - JUNE 30	JULY 31, 2024
12	2024	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2024
13	2024	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2025
14	2025	1	JANUARY 1 - MARCH 31	APRIL 30, 2025
15	2025	2	APRIL 1 - JUNE 30	JULY 31, 2025
16	2025	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2025
17	2025	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2026
18	2026	1	JANUARY 1 - MARCH 31	APRIL 30, 2026
19	2026	2	APRIL 1 - JUNE 30	JULY 31, 2026
20	2026	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2026
21	2026	4	OCTOBER 1 - DECEMBER 31	MARCH 31, 2027

The following must be included in each Quarterly Project and Expenditure Report:

- i. **Projects.** Provide information on each SLFRF funded project. "Projects" are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project: name, identification number (created by the State), Expenditure Category, description, and status of completion. The description must be 50-250 words and include sufficient detail to provide understanding of the major activities that will occur. Projects should be defined to include only closely related activities directed toward a common purpose. The State will use the Required Programmatic Data described below and define projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

Projects should be scoped to allgn to a single Expenditure Category. For select Expenditure Categories, the State will also be asked to provide additional programmatic data (described further below).

- ii. **Obligations and Expenditures.** Report on the project's obligations and expenditures including:
 - Current period obligation
 - Cumulative obligation
 - Current period expenditure
 - Cumulative expenditure
- iii. **Project Status.** Report on project status each reporting period, in four categories:

- Not Started
 - Completed less than 50 percent
 - Completed 50 percent or more
 - Completed
- iv. Program Income. Report the program income earned and expended to cover eligible project costs, if applicable.
- v. Subawards. Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments. The State must also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the Recipient or Subrecipient that are greater than \$50,000.

In general, the State will be asked to provide the following information for each Grant Agreement, Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., UEI number, DUNS number, location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the State)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for all contracts, grants, transfers, loans, direct payments, and payments to individuals that are below \$50,000. This information will be accounted for by Expenditure Category at the project level.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, the State must also report the names and total compensation of its five most highly compensated executives and their Subrecipients' executives for the preceding completed fiscal year if: (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information must be reported.

All Subrecipients must register and maintain an updated profile on SAM.gov. The State is responsible for the Subrecipient's compliance with registering and maintaining an updated profile on SAM.gov.

- vi. **Civil Rights Compliance.** Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.
 - vii. **Required Programmatic Data** including, where applicable, Use of Evidence for your Expenditure Category as set forth in the attached Schedule(s).
- b. **Capital expenditures and reporting.** To be eligible for SLFRF funds, capital expenditures must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. No pre-approval is required for capital expenditures. The State, and You when requested, must provide a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury

A Written Justification includes:

- Description of the harm or need to be addressed. Recipients and Subrecipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients and Subrecipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- Explanation of why a capital expenditure is appropriate. For example, Recipients and Subrecipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure

in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

- Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.
- Treasury presumes that certain capital projects are generally ineligible, including construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

D. General Provisions Required for all Federal Awards (2 CFR Pt. 200 Appdx. II)

1. Contracts and grant agreements for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Grant Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)** as amended. Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials (2 CFR § 200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216).
 - a. Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (i) Procure or obtain;
 - (ii) Extend or renew a contract to procure or obtain; or
 - (iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (i) See Public Law 115–232, section 889 for additional information.
 - (ii) See also § 200.471.

12. Domestic preferences for procurements (§ 200.322).

- a. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

*[See Exhibit H for Reporting Requirements
Specific to Each of Your Project's Expenditure Category(ies)]*

EXHIBIT H
FEDERAL EXPENDITURE CATEGORY SCHEDULE

Schedule 2.35

**U.S. Department of Treasury Reporting Requirements for Expenditure Category 2.35:
*Negative Economic Impacts – Aid to Impacted Industries: Tourism, Travel, Hospitality***

All eligible programs, services, and capital expenditures under Expenditure Category 2 must:

1. Be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency;
2. Describe how the aid given responds to and ameliorates that economic harm; and
3. Be designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and reasonably proportional to the extent and type of harm experienced (scale of response must meet scale of harm).

I. Reporting Requirements for All Expenditure Category 2 Projects

A. In the Quarterly Project and Expenditure Report

1. Negative Economic Impact

- A brief description of the structure and objectives of the assistance program(s), including the negative economic impact experienced;
- A brief description of how the response is related and proportional to a public health or negative economic impact of COVID-19. Because Aid to Tourism, Travel, and Hospitality is a specifically enumerated Expenditure Category, substantive documentation that the response is related and reasonably proportional is not required in the Quarterly Project and Expenditure Report. Note: Capital expenditures are not considered "programs" or "services" and are only presumed to be a reasonably proportional response to an identified economic harm if they are enumerated in the Final Rule. The enumerated capital expenditures relevant to Expenditure Category 2.35 are:
 - Capital expenditures that assist disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and facade improvements; and
 - Assistance to tourism, travel, hospitality, and other impacted industries for capital expenditures including support for operations and maintenance of existing equipment and facilities and technical assistance.

2. Capital Expenditures

- Does this project include a capital expenditure?

- Total expected capital expenditure, including pre-development costs, if applicable.
- Type of capital expenditure, based on enumerated uses including the following:
 - Installation and improvement of ventilation systems in congregate settings
 - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
 - Rehabilitation, renovation, remediation, cleanup, or conversion of vacant or abandoned properties
- For investments in projects with total expected capital expenditures for an enumerated eligible use of \$10 million or more, as well as projects with total expected capital expenditures for an "Other" use of \$1 million or more, a written justification for the expenditure(s) is required.
- For projects with total expected capital expenditures of over \$10 million, certain labor reporting must be provided:
 - A certification that all laborers and mechanics employed by contractors and subcontractors for the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - o The number of employees of contractors and sub-contractors working on the project;
 - o The number of employees on the project hired directly and hired through a third party;
 - o The wages and benefits of workers on the project by classification; and
 - o Whether those wages are at rates less than those prevailing.
 - o Recipients must maintain sufficient records to substantiate this information upon request.
 - A certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the project has completed a project labor agreement.
- Whether the project prioritizes local hires.
 - Whether the project has a Community Benefit Agreement, with a description of any such agreement.

B. In the Annual Recovery Plan Performance Report

1. Uses of Funds

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

2. Promoting Equitable Outcomes

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. While this is not mandatory, the State is required to describe how, if at all, the SLFRF funds allocated to you:

- a. Prioritize economic and racial equity as a goal;
- b. Name specific targets intended to produce meaningful equity results at scale; and
- c. Articulate the strategies to achieve those targets.

In the Annual Report on your project, the State must also explain how its overall equity strategy translates into the specific services or programs offered in Expenditure Category 2 – assistance to households, small businesses, and non-profits – to address impacts of the pandemic which have been most severe among low-income populations, including but not limited to:

- d. Assistance with food, housing, and other needs;

- e. Employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and
- f. Other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.

Each annual report must describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. It should also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

3. Mandatory Performance Indicators and Programmatic Data

- Number of workers enrolled in sectoral job training programs.
- Number of workers completing sectoral job training programs.
- Number of people participating in summer youth employment programs.

Each Annual Report should include updated data in these fields for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury encourages the presentation of data disaggregated by race, ethnicity, gender, income, and other relevant factors.

II. Reporting Requirements Unique to Projects In Expenditure Category 2.35

A. In the Quarterly Project and Expenditure Report

1. Project Demographic Distribution

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

- a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? (Please select the population primarily served);

- b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Select from the following options:

Expenditure Categories	Impacted	Disproportionately Impacted
Aid to Impacted Industries (Includes EC 2.35)	<ul style="list-style-type: none">• Travel, tourism, or hospitality sectors• Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	N/A

2. For Each Subaward (where applicable):

Sector of employer (additional detail, including list of sectors, to be provided in a U.S. Dep.: of Treasury users' guide posted to www.treasury.gov/SLFRP); and Purpose of funds (e.g., payroll support, safety measure implementation).

EXHIBIT B

CITY OF NEGAUNEE

RESOLUTION TO APPROVE THE NEGAUNEE DOWNTOWN ENHANCEMENT PROJECT DESIGN

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

WHEREAS, the City of Negaunee is in full 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.

WHEREAS, the City supports the creation and rehabilitation of its properties to provide welcoming spaces that the public can enjoy.

WHEREAS, the City supports the installation of a fiber network in the Downtown to provide competitive internet options a help better serve our businesses and residents within the Downtown.

WHEREAS, the City supports inclusion of those with mobility disabilities to have uninhibited access to areas of the Downtown through the improvement of public infrastructure.

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

WHEREAS, the City finds public recreation to be a public asset of the community and this project will add value to this asset.

WHEREAS, the City finds this project will further support and enhance current public festivals, commemorations and gatherings and will encourage new such events.

WHEREAS, the City is committed to investing int its public infrastructure.

BE RESOLVED that the Negaunee City Council approves of the Negaunee Downtown Enhancement Project design, schematics of which are attached hereto as Exhibit 1.

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 the Negaunee Downtown Enhancement Project Design, which shall be attached as Exhibit B, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

Title

_____, 2023
Date

EXHIBIT 1

(to Exhibit B)

EXHIBIT C

CITY OF NEGAUNEE

RESOLUTION TO ADOPT PROJECT BUDGET AND EXPENDITURES FOR THE NEGAUNEE DOWNTOWN ENHANCEMENT PROJECT

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

WHEREAS, that the City of Negaunee, Michigan (the "City") is committed to the economic development of its Downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is committed to funding the Negaunee Downtown Enhancement Project with fund at its disposal and;

WHEREAS, 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.

BE RESOLVED that the Negaunee City Council adopts the Budget and Expenditures for the Downtown Enhancement Project, attached hereto as Exhibit 1.

Those voting Aye: _____

Those voting Nay: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

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 Adopt Project Budget and Expenditures for the Negaunee Downtown Enhancement Project, which shall be attached as Exhibit B, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

Title

_____, 2023
Date

EXHIBIT 1

(to Exhibit C)

Negaunee Downtown Enhancement Project
Budget
Sources and Uses

<i>Funding Source</i>	
MEDC RAP Grant	\$885,261
USDA RD Water	\$694,098
Small Urban Grant	\$40,000
WPPI Energy Grant	\$10,000
MDARD Grant	\$100,000
Total Grants	\$1,729,359
Negaunee Street Fund	\$162,605
Negaunee Major Street Fund	\$569,220
AARPA Funds	\$200,000
City Improvement Funds	\$30,000
Negaunee Water Fund	\$368,058
Negaunee Sewer Fund	\$141,035
Negaunee Electrical Fund	\$207,597
Negaunee DDA	\$30,000
Parks & Recreation Fund	\$25,000
Negaunee General Fund	\$36,000
Fire Suppression Match - private funds	\$60,000
Total Local Match	\$1,829,515
Total Project Funds Available	\$3,558,874

<i>Budgeted Project Costs</i>	
Infrastructure	\$2,365,050
Site Improvements	\$488,794
Electrical	\$207,597
Furniture and Fixtures	\$288,976
Contingency	\$50,000
Professional Services	\$158,457
Total Project Costs	\$3,558,874

EXHIBIT D

CITY OF NEGAUNEE

RESOLUTION TO AWARD BIDS WITH CRITERIA

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

WHEREAS, the City of Negaunee, Michigan (the "City") is committed to the economic development of its Downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is in support of the Negaunee 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.

WHEREAS, the City is committed to funding the Negaunee Downtown Enhancement Project with funds at its disposal.

WHEREAS, the City is committed to the design elements of the Negaunee Downtown Enhancement Project.

BE RESOLVED the Negaunee City Council awards the bids associated with the Negaunee Downtown Enhancement Project with criteria, attached hereto as Exhibit 1, and if appropriate, permit the City Manager to purchase fewer goods and services than identified in Exhibit 1.

BE FURTHER RESOVLED that the City Manager may purchase goods and services as detailed in the bids

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 Resolution to Award or Reject Bids with Criteria, which shall be attached as Exhibit D, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

Title

_____, 2023
Date

EXHIBIT 1

(to Exhibit D)

	Kiosk - 3 sided						2	\$9,600.00
	Kiosk - 2 sided						2	\$6,200.00
	Kiosk - Single sided with display box						0	\$0.00
	Total Bid Award							<u>\$169,360.00</u>
7	Electrical Service Contract	Red Electric	1009 W Bluff Street Marquette, MI 49855	\$105/hour	Not to exceed			\$48,000.00
8	Outdoor Decorative Lighting	Bronner's Commercial Display	25 Christmas Lane Frankenmuth, MI 48734					
	LED Lighting per case			\$80.00		50 cases		\$4,000.00
	LED Lighting Control			\$3,360.00		1		\$3,360.00
	Light Bulbs/case			\$4.50		15		\$360.00
	Seasonal Banners (6 occasions x 28 poles)			\$73.00		168		\$12,264.00
								<u>\$19,984.00</u>

	Table/Chair - accessible (Ericson, Irontown Plaza)				2	\$2,955.00		\$5,910.00	
	Table/Chair - game top				1	\$3,915.00		\$3,915.00	
	Table/Chair -game top accessible (Trobin Street)				1	\$3,515.00		\$0.00	
	Trash Receptacles				0	\$2,226.00		\$40,068.00	
	Umbrella w/ stand				3	\$775.00		\$2,325.00	
	Umbrella w/stand 7.5 ft				4	\$610.00		\$2,440.00	
	Water Station- fountain, bottle, pet				2	\$5,294.00		\$10,788.00	
	Parklet Furniture: Tables, Chairs, Benches				0	\$53,755.00		\$0.00	
	Shipping - Estimated							\$7,000.00	
	Total Bid Award from Penchara (per item)							<u>\$149,191.32</u>	
4	Bike Shelter (Chiri Park) with installation & shipping								
	UP Fabricating								
	Penchara, LLC								
	120 US 41 East								
	Negaunee, MI 49866				1	\$13,850.00		\$13,850.00	
	889 S Old US 23								
	Brighton, MI 4814				0	\$27,209.00		\$0.00	
5	Iron Planter Benches & Edge System Planters w/ benches								
	Streetlife USA Inc								
	230 S Broad St, Fl 17								
	Philadelphia, PA 19102				0			\$0.00	
	24 Items w/shipping								
6	Custom Iron Work								
	UP Fabricating								
	120 US 41 East								
	Negaunee, MI 49866								
	Tree Grates				24	\$1,300.00		\$31,200.00	
	Tree Grate Panels				8	\$1,300.00		\$10,400.00	
	Tree Guards				24	\$920.00		\$22,080.00	
	Bench with planters				4	\$2,400.00		\$9,600.00	
	Light Columns				6	\$3,966.67		\$23,880.00	
	8' Firefighter Steel Sculpture (FF Square)				1	\$38,500.00		\$38,500.00	
	Entry Welcome Sign				1	\$17,900.00		\$17,900.00	
	Treatment of Concrete Walls - Rail Street				0	\$19,500.00		\$0.00	
	Replacement of Iron Fencing at Rail Street Over Silver				0	\$16,600.00		\$0.00	

Negaunee Downtown Enhancement Project
 Furnishing & Site Improvement Bids
 April 24 2023

Item No.	Item Description	Vendor	Address	Item Cost	Quantities	Total Bid Award
1	Vehicle Charging Stations	Inertial Electric	901 Niagara Street Waukeshu, WI 53186	\$9,638.00	2	\$19,276.00
2	Fire Pits - Gas w/timer shutoff	Paloform	875 Walker Road, Suite C Dover, DE 19984	\$6,194.38	3	\$18,583.14
3	Site and Street Furnishings	Penchara, LLC				
	Bench - stand alone			\$1,965.00	8	\$17,720.00
	Bench - stand alone backless			\$1,461.00	2	\$2,922.00
	Bench - curved small			\$1,865.00	1	\$1,865.00
	Bench - curved large			\$3,300.00	1	\$3,300.00
	Bike Charging Station			\$1,475.00	1	\$1,475.00
	Bike Racks (circular)			\$247.32	22	\$5,441.04
	Bike Repair Station			\$2,175.00	1	\$2,175.00
	Chair - Adirondack double			\$972.83	1	\$972.83
	Chair - Adirondack Rocker			\$583.95	5	\$2,919.75
	Chair - Adirondack Single			\$504.90	13	\$6,628.70
	Chair - standaloue for game top			\$710.00	1	\$710.00
	Free Standing Bench for picnic table			\$1,220.00	1	\$1,220.00
	Pet Waste Station			\$623.00	8	\$4,984.00
	Picnic Table - 6 ft			\$1,265.00	2	\$2,530.00
	Picnic Table - 8 ft			\$1,425.00	2	\$2,850.00
	Picnic Table - 8 ft accessible			\$1,425.00	1	\$1,425.00
	Picnic Table Square - three seat			\$3,287.00	1	\$3,287.00
	Recycle Receptacles			\$2,581.00	0	\$0.00
	Table/Chair (Irontown Plaza)			\$3,580.00	3	\$14,320.00

EXHIBIT E

CITY OF NEGAUNEE

RESOLUTION TO DECLARE PUBLIC LOCATIONS

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

WHEREAS, 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.

WHEREAS, the City supports the creation and rehabilitation of its properties to provide welcoming spaces that the public can enjoy.

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

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

WHEREAS, that the City supports inclusion of those with mobility disabilities to have uninhibited access to areas of the Downtown through the improvement of public infrastructure.

WHEREAS, the City is committed to the development of new means to help remediate the negative economic impacts associated with COVID and proactively addressing other public health emergencies that may arise in the future.

WHEREAS, the City is committed to its Downtown Plan, developed by the Negaunee Citizens Downtown Advisory Council, reviewed, and recommended for approval by the Negaunee DDA, and adopted by the Negaunee City Council.

WHEREAS, 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.

WHEREAS, the City finds and concludes the Downtown Enhancement Project will add value to the City's public recreation assets and facilities.

WHEREAS, the City finds and concludes the Downtown Enhancement Project will support, enhance and encourage public festivals, commemoration, and public celebrations which support public well-being.

BE RESOLVED, that following map locations attached hereto as Exhibit 1, be adopted and the following locations now be recognized as public parks by the City of Negaunee to be added to the park inventory.

1. Firefighters Square;
2. Rail Steet Lookout;
3. Tobin; and
4. Iron Town Plaza.

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 Declare Public Locations, which shall be attached as Exhibit E, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

EXHIBIT 1

(to Exhibit E)

Exhibit 1
Named Locations



- A**-Firefighters Square
- B**- Rail Street Street Overlook
- C**- Tobin Place
- D**- Irontown Plaza

EXHIBIT F

CITY OF NEGAUNEE

RESOLUTION TO APPROVE WATER LATERAL INSTALLATION GRANT

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

WHEREAS, the City of Negaunee, Michigan (the "City") believes it is in the interest of health, safety and well-being of its residents, business owners, and visitors to encourage uses of its downtown buildings for both commerce and habitation.

WHEREAS, the City is committed to using its resources, including tax revenues and water enterprise funds, to support the installation of water laterals to qualifying private properties under a grant issued by the City.

WHEREAS, the City is in support of future installation of fire suppression systems in and around downtown buildings, as well as decreasing the overall costs of installation of such systems.

WHEREAS, the City is committed to its "Dig Once" policy of making repairs, upgrades and improvements to infrastructure during the Downtown Enhancement Project.

WHEREAS, the City is in support of decreasing the overall costs of future installation of fire suppression systems to downtown buildings.

WHEREAS, the City is committed to the economic development of its Downtown, including attracting new business, supporting mixed use buildings and properties, and expanding the taxbase and increasing state equalized values.

WHEREAS, the City is committed to job growth, creation, and stabilization.

WHEREAS, the City is committed to the preservation of our historic downtown and its buildings, as well as preserving the elements of its mining history.

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

WHEREAS, the City is committed to its Downtown Plan, developed by the Negaunee Citizens Downtown Advisory Council, reviewed and recommended for approval by the Negaunee DDA, and adopted by the Negaunee City Council.

BE RESOLVED the following Water Lateral Installation Grant guidelines, map and application, attached hereto as Exhibit 1, be adopted, and offered to qualifying grantees.

BE FURTHER RESOLVED that the City of Negaunee, being in support of this project, commits to the following,

1. Reserving the portion of funds to support the Water Lateral Installation Grant's goals from either the General Fund or the Water Enterprise Fund; and
2. Authorizing the City Manager to act as signee on all paperwork associated with this Water Lateral Installation Grant, including grant documents, development agreements, or other necessary agreements or documents to facilitate the Grant obligations.

Those voting Aye: _____

Those voting Nay: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MARQUETTE)

I, Judy Iwanski, Clerk of The City of Negaunee, Michigan, hereby Certify that the above is a true and correct copy of the Resolution to Approve Water Lateral Installation Grant, which shall be attached as Exhibit F, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

EXHIBIT 1

(to Exhibit F)

CITY OF NEGAUNEE

DOWNTOWN WATER LATERAL INSTALLATION GRANT PROGRAM

I. Grant Program Description.

For a limited time, the City of Negaunee, Michigan, is providing Water Lateral Installation Grants for commercial, residential, and vacant properties located in Tax Increments Finance District No. 1 ("District No. 1"). Successful grant recipients shall receive funds necessary to complete the installation of a water lateral, with the recipients being required to repay \$3000.00 to the City of Negaunee over a two (2) year timeframe.

District No. 1 is located on Iron Street in the Downtown area of Negaunee and contains parts of Pioneer Street and Division Street. A map detailing the contours of District No. 1 is attached hereto as Exhibit 1.

Funding for these the Water Lateral Installation Grant(s) is provided in part by the Michigan Department of Agriculture and Rural Affairs, and in part by the City of Negaunee. Funds shall be made available in fiscal year 2023, with applications being accepted until May 30, 2023.

The purpose of this program is to provide economic assistance for the future installation of fire suppression systems to buildings in Downtown Negaunee while the USDA Water Project is taking place. Updating and installing fire suppressions systems to downtown buildings during the ongoing USDA Water Project will support the City of Negaunee's "Dig Once" policy and decrease the costs of installation of such systems to property owners. Further, the program will support economic development of Downtown Negaunee such as attracting new business, supporting mixed use buildings and properties, and expanding the City's tax base and increasing state equalized values. It is also anticipated that the program will increase job growth, aid in the preservation of historic building, and increase the safety to residents, business owners, and visitors from a catastrophic fire.

The City Manager shall administer this grant program.

II. Program Eligibility.

To be eligible for a Water Lateral Installation Grant, the applicant must meet all of the following criteria, as determined by the City Manager.

1) The subject property must be within the boundaries of the District No. 1 and be adjacent to the USDA Water Project currently taking place. (See Exhibit 1).

2) The applicant must submit to the Negaunee City Manager's office no later than May 30, 2023, a signed, complete grant application on the approved form and a completed W-9 form

4) The applicant must provide access to the subject property for the purpose of an inspection, installation, and post-installation inspection of site where the lateral is to be installed.

5) The applicant will be responsible to repay the City of Negaunee the maximum of \$3,000, as a match to the grant, payable upon terms set forth in the Grant Agreement.

III. Program Procedures.

1) The applicant may obtain a Negaunee Downtown Water Lateral Installation Grant application form through the City's website or from City Hall.

2) The completed grant application must be submitted to the Office of the City Manager no later than May 30, 2023.

3) The application will be reviewed and evaluated by the City Manager for eligibility.

4) Grants will be awarded to qualifying properties on a first come first serve basis, and the recipient(s) shall be notified in writing by the City Manager's Office.

5) A Grant Agreement must then be executed by the applicant and the City of Negaunee, MI.

6) The applicant then will be invoiced by the City of Negaunee's Treasurer's office for payment of the match requirement following installation of the water lateral and shall have two years to repay the matching portion of the grant.

IV. Disclaimers.

1) Submission of an application does not guarantee the applicant will be awarded a grant(s).

2) Grant funds are limited, and specific qualifications apply.

3) Laterals installed under this program will be extended to the property line should the property be vacant, or through to the basement or substructure of a building closest to the newly installed water main and nearest the original water service line.

4) The City of Negaunee reserves the right to terminate and/or modify this program to meet the needs and intent of the program.

5) Failure to repay any portion of the grant match shall result in the full amount of the grant and any unpaid matching portion being assessed against the subject property for tax collection and will constitute a lien on the subject property following written notice to the Owner.

**WATER LATERAL INSTALLATION MATCHING
GRANT AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made by and between the City of Negaunee (the "City"), a Michigan Municipal Corporation, and _____ (owner/developer) (the "Owner"), a _____.

RECITALS

WHEREAS, the City has determined that it would be in the best interests of the community to enhance the downtown business district and is committed to the economic development of its Downtown, including attracting new business, supporting mixed use buildings and properties, expanding the taxbase and increasing state equalized values, job growth, creation, and stabilization, and the preservation of the historic downtown and its buildings.

WHEREAS, the City shall make available a Grant to private property owners to help assist in providing economic relief to eligible applicants within the confluence of the USDA Water Project (the "Program"), and such funds may be used to provide for the installation of a water lateral from the City's water main that is capable of conforming to the current building codes for the support of fire suppression apparatuses when and if the property owner(s) shall decide to install such devices.

WHEREAS, the City has received a properly executed application from the Owner, attached hereto as Exhibit A, and incorporated herein by reference, to participate in the Program.

WHEREAS, and upon review of the application, the City has determined that the Owner's project, located at _____, Negaunee, Michigan, is a qualifying project that meets the Program eligibility criteria (attached hereto as Exhibit B).

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein, it is agreed as follows:

GRANT TERMS

I. GRANT DISTRIBUTION.

Subject to the terms and conditions contained in this Agreement, and in reliance upon the Owner affirmations set forth herein, the City agree to make, and the Owner agrees to accept, a matching grant in the amount of \$_____ (the "Grant"). Payment of the Grant will be made by the City in a single distribution within approximately ten (10) business days of the execution of this Agreement and receipt of Owner's signed W-9. Owner acknowledges that its receipt of the Grant may be considered taxable income, and that the City will issue a form 1099 to the Owner.

II. GRANT CONDITIONS AND REQUIREMENTS.

This Grant is subject to the Owner, as determined by the City in their sole discretion, having substantially satisfied all the terms, conditions, and requirements set forth herein. If any terms, conditions, or requirements are not substantially met, Owner shall forfeit that portion of the Grant amount reasonably related to the failure to satisfy the term(s), condition(s) and/or requirement(s).

A. MATCHING REPAYMENT.

The Grant requires the Owner provide a \$3,000.00 match, to be paid to the City by the Owner over a two (2) year timeframe, commencing on the first Monday of the month following the signing of this Agreement until the payment is made in full. If the Owner does not pay the matching funds, or misses three (3) consecutive payments, the full amount shall be assessed to the Owner's real property for tax collection and will constitute a lien on the subject property following written notice to the Owner.

B. EFFECTIVE DATE.

This Agreement shall become effective on the date the Agreement is last signed and shall terminate on the completion of the Project and the Owner has repaid the City in full, or upon a failure or default to make repayment as detailed above.

C. INDEMNIFICATION BY OWNER.

OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF THEIR RESPECTIVE BOARDS, DIRECTORS, PARTNERS, OFFICERS, CONSULTANTS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, EXPENSES, FINES, AND JUDGMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") WHICH MAY ARISE FROM THIS AGREEMENT OR THE PERFORMANCE OR OPERATIONS RELATED THERETO.

D. ASSIGNS.

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not be assignable, in whole or in part, by Owner without first obtaining the written consent of the City.

E. GOVERNING LAW.

This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Michigan, and any action(s) arising from the rights and obligations of the parties hereto must be venued in a court of competent jurisdiction in Marquette County, Michigan.

F. Federal Guidelines Subject to Change,

The Program is federally funded program, which may be subject to program guideline changes issued after the date of this Agreement., and Owner agrees to abide by the terms of subsequent or superseding federal guidance.

G. Acknowledgement and Independent Legal Counsel.

By signing this Agreement, the Owner acknowledges having read and understood this Agreement and the requirements, and having had sufficient opportunity to consult independent counsel to answer any questions Owner may have about the Agreement and any related documents and requirements thereto.

CITY OF NEGAUNEE

By: Nathan Heffron
Its: City Manager

Date

OWNER

By:
Its

Date

CITY OF NEGAUNEE

**DOWNTOWN WATER LATERAL INSTALLATION
GRANT PROGRAM APPLICATION**

Please complete this application to be considered for a Downtown Water Lateral Installation Grant. Please refer to the eligibility requirements to determine if the property may be eligible. Failure to fully complete this application or provide all requested information may result in delays or denial of application. Applications are due on or before May 30, 2023, to the Negaunee City Manager's Office.

Name of Applicant: _____

Contact Phone Number: _____

Address of Applicant: _____

Email of Applicant: _____

Business/Parcel address where lateral is to be installed:

Additional Required Information:

- ✓ Completed W9; and
- ✓ A copy of Deed showing ownership of property and legal description.

I attest that the information provided is accurate and complete:

Signature

Date:

DATE RECEIVED

Approved (Internal Use Only)

Exhibit 1
Downtown Negaunee
(Fire Suppression Lateral Grant Limitations)



EXHIBIT G

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 Time: Time adjustment for Winter Shutdown. Winter Shutdown commenced on November 11, 2022, Start-up commenced on April 17, 2022. The overall substantial completion date will be extended to October 1, 2023.

Contract Price: Interim quantity adjustment, see Table 1. The addition of non-participating road work quantities into the project cost at a 50/50 split between USDA RD Loan and the City of Negaunee, see Table 2.

Attachments: *Winter Shutdown Request, 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> <i>days or dates</i>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ <i>days</i>
Contract Price prior to this Change Order: <u>\$ 3,875,570.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 29, 2023</u> Ready for Final Payment: <u>May 29, 2023</u> <i>days or dates</i>
Increase of this Change Order: <u>\$ 509,827.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 31, 2023</u> <i>days or dates</i>
Contract Price incorporating this Change Order: <u>\$ 4,385,397.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 31, 2023</u> <i>days or dates</i>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CITY OF NEGAUNEE
 PHASE I WATER SYSTEM IMPROVEMENTS
 CHANGE ORDER #1
 TABLE 1
 INTERIM QUANTITY ADJUSTMENT

Item No.	Description	Bid Quantity	Unit	Bid Unit Price	Bid Price	Total Adjusted Qty Thru CO#1	CO#1 Quantity Adjustments	CO#1 Price Adjustment	Table 1 Total Thru CO#1
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	1,000	200,000.00	206,000.00
W7	8 INCH DIRECTIONAL BORE WATERMAIN	350	LF	210.00	\$73,500	350	0	0.00	73,500.00
W8	8 INCH FLOWABLE FILL	260	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	600.00	\$123,600	204	0	0.00	123,600.00
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	20000	SYD	9.00	\$180,000	20,000	0	0.00	180,000.00
W27	HMA 4LL, 1.5 INCH	2500	TON	110.00	\$275,000	2,500	0	0.00	275,000.00
W28	HMA 5EL, 1.5 INCH	2500	TON	110.00	\$275,000	2,500	0	0.00	275,000.00
W29	HMA APPROACH, 2 INCH	50	TON	170.00	\$8,500	50	0	0.00	8,500.00
W30	PAVEMENT MARKINGS	2200	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 E2	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
W33H	CURB AND GUTTER, CONC, DET E2	200	LF	26.00	\$5,200	200	0	0.00	5,200.00
W34H	CURB AND GUTTER, CONC, DET F2	2600	LF	26.00	\$67,600	2,600	0	0.00	67,600.00
W35H	CURB AND GUTTER, CONC, DET M	250	LF	29.00	\$7,250	250	0	0.00	7,250.00
W36	CURB RAMP OPENING, CONC	210	LF	32.00	\$6,720	210	0	0.00	6,720.00
W37	CONCRETE DRIVE REM	3100	SFT	0.50	\$1,550	3,100	0	0.00	1,550.00
W38	6 INCH CONCRETE DRIVE	3100	SFT	7.50	\$23,250	3,100	0	0.00	23,250.00
W39	SIDEWALK, REM	25000	SFT	0.60	\$15,000	25,000	0	0.00	15,000.00
W40	SIDEWALK, CONC, 4 INCH	25000	SFT	6.75	\$168,750	25,000	0	0.00	168,750.00
W41	SIDEWALK RAMP, CONC, 4 INCH	1200	SFT	7.00	\$8,400	1,200	0	0.00	8,400.00
W42	DETECTABLE WARNING SURFACE	150	LF	45.00	\$6,750	150	0	0.00	6,750.00
W43	AGGREGATE DRIVEWAY, 23A, 6 INCH, CIP	250	SYD	7.00	\$1,750	250	0	0.00	1,750.00
W44	TURF RESTORATION	8000	LF	12.00	\$96,000	8,000	0	0.00	96,000.00
W45	INLET PROTECTION, FABRIC DROP	72	EA	125.00	\$9,000	72	0	0.00	9,000.00
W46	ROCK EXCAVATION	300	CYD	100.00	\$30,000	300	0	0.00	30,000.00
W47	SPECIAL STONE PIPE BEDDING	300	LF	8.00	\$2,400	300	0	0.00	2,400.00
W48	WATERMAIN POLYWRAP	300	LF	3.00	\$900	300	0	0.00	900.00
W49	SANITARY SEWER, PVC, 6 INCH, REPAIR	50	LF	45.00	\$2,250	50	0	0.00	2,250.00
W50	SANITARY SEWER, PVC, 8 INCH, REPAIR	50	LF	55.00	\$2,750	50	0	0.00	2,750.00
W51	SANITARY SEWER, PVC, 12 INCH, REPAIR	100	LF	75.00	\$7,500	100	0	0.00	7,500.00
W52	SANITARY SEWER, PVC, 24 INCH, REPAIR	30	LF	100.00	\$3,000	30	0	0.00	3,000.00
W53	STORM SEWER, CL A, 6 INCH, REPAIR	150	LF	40.00	\$6,000	150	0	0.00	6,000.00
W54	STORM SEWER, CL A, 8 INCH, REPAIR	50	LF	45.00	\$2,250	50	0	0.00	2,250.00
W55	STORM SEWER, CL A, 10 INCH, REPAIR	150	LF	55.00	\$8,250	150	0	0.00	8,250.00
W56	STORM SEWER, CL A, 12 INCH, REPAIR	150	LF	60.00	\$9,000	150	0	0.00	9,000.00
W57	STORM SEWER, CL A, 18 INCH, REPAIR	100	LF	65.00	\$6,500	100	0	0.00	6,500.00
W58	STORM SEWER, CL A, 20 INCH, REPAIR	100	LF	70.00	\$7,000	100	0	0.00	7,000.00
W59	STORM SEWER, CL A, 24 INCH, REPAIR	150	LF	75.00	\$11,250	150	0	0.00	11,250.00
W60	SIGN, TYPE III, REM	20	EA	75.00	\$1,500	20	0	0.00	1,500.00
W61	SIGN, TYPE III, ERECT, SA-V	20	EA	125.00	\$2,500	20	0	0.00	2,500.00
W63	SPECIAL TRENCH BACKFILL	500	CYD	10.00	\$5,000	500	0	0.00	5,000.00
W64	TEMPORARY WATER SERVICE CONNECTION	250	EA	150.00	\$37,500	250	0	0.00	37,500.00
Subtotal					\$3,875,570			\$200,000	\$4,075,570



1900 Industrial Parkway • Marquette, MI 49855

P: (906)226.6799 • F: (906)228.5858

November 17, 2022

UP Engineers & Architects
ATTN: Matt Treado
424 S. Pine Street
Ishpeming, MI 49849

RE: City of Negaunee Phase 1 Water Project
Winter Shutdown

Dear Mr. Treado,

Oberstar, Inc. is requesting a winter suspension to the above referenced Contract effective November 11 which reflected the last day of work on the project.

Work on the project will commence as soon as weather conditions permit in the spring of 2023.

Please review at your earliest convenience.

Should you have any questions or require further information do not hesitate to contact me.

Sincerely,
OBERSTAR, INC.


Jim Perry

EXHIBIT H

CITY OF NEGAUNEE

**RESOLUTION TO MAKE PORTIONS OF SELECTED STREETS OF THE
DOWNTOWN ENHANCEMENT PROJECT NON-MOTORIZED OR
CONFIGURED TO SUPPORT THE PROJECT**

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

WHEREAS, the City of Negaunee, Michigan (the "City") maintains a platted roadway system throughout the City.

WHEREAS, the City believes it is in the interest of health, safety and welfare of its residents, businesses and visitors to encourage uses of its roadway system to include both motorized and non-motorized.

WHEREAS, the City is committed to using its resources, including tax revenues, to support a mixed-use roadway system.

WHEREAS, the City is committed to the economic development of its downtown area, including supporting those business currently operating within the City, attracting new businesses, supporting mixed use buildings and properties, and broadening its tax base and increasing state equalized values.

WHEREAS, the City is committed to job creation, growth and stabilization.

WHEREAS, the City is committed to the development of new means and methods to counter the negative economic impacts associated with COVID-19 or other public health emergencies that may arise in the future.

WHEREAS, the City is committed to the preservation of the historic downtown area and its buildings, as well as preserving the elements of the City's mining history.

WHEREAS, the City is committed to the success of its newly established Social District.

WHEREAS, the City supports the Downtown Enhancement Project, a project made possible through a Revitalization and Placemaking Program Grant, issued by the Michigan Economic Development Corporation in the amount of \$885,261.00.

WHEREAS, the City is committed to its Downtown Plan, developed by the Negaunee Citizens Downtown Advisory Council, and reviewed and recommend for approval by the Negaunee DDA, and adopted by the Negaunee City Council.

WHEREFORE, the City of Negaunee, being in support of this Project, hereby states and states as follows:

BE IT RESOLVED, that following described streets or portions of streets found in the Negaunee Downtown District, including Marquette St., Tobin St., Lincoln St. and Pioneer St., as a detailed on the map attached hereto as Exhibit 1, and better described below, be reserved for public, non-motorized traffic only, and/or configured and/or improved to facilitate same:

Commencing at the Northeast corner of Lot 10 of Block 17 of the Pioneer Iron Co Plat of 1911 to the City of Negaunee, County of Marquette, State of Michigan; thence Southeasterly along the east line of said Lot 10 and along the east line of Lot 9 to the Southeast corner of Lot 9 of block 17; thence Easterly approximately 70 feet to the Southwest corner of Lot 1 of Block 28; thence Northwesterly along the west line of said Lot 1 and along the west line of Lot 14 to the Northwest corner of Lot 14 of Block 28; thence westerly approximately 70 feet to the Point of Beginning.

BE IT FURTHER RESOLVED, that maintaining the above referenced streets or portions of streets for non-motorized traffic will not significantly impede or hinder ingress, egress to any residences, nor any commonly used vehicular thru routes.

BE IT FURTHER RESOLVED, that maintaining the above referenced streets or portions of streets for non-motorized traffic will be a reasonable and efficient use of City resources.

BE IT FURTHER RESOLVED, that the City shall maintain ownership and control of these streets or portions of streets, including the right to revert the subject roadways to vehicular traffic if it becomes necessary and/or in the best interest of the public, and nothing in this Resolution shall constitute abandonment or vacation of the public roadway.

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 Make Portions of Selected Streets of the Downtown Enhancement Project Non-Motorized or Configured to Support the Project, which shall be attached as Exhibit H, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

EXHIBIT 1

(to Exhibit H)

Exhibit 1
Selected Streets of The Downtown Enhancement Project
Non-Motorized or Configured to Support said Project



Commencing at the Northeast corner of Lot 10 of Block 17 of the Pioneer Iron Co Plat of 1911 to the City of Negaunee, County of Marquette, State of Michigan; thence Southeasterly along the east line of said Lot 10 and along the east line of Lot 9 to the Southeast corner of Lot 9 of block 17; thence Easterly approximately 70 feet to the Southwest corner of Lot 1 of Block 28; thence Northwesterly along the west line of said Lot 1 and along the west line of Lot 14 to the Northwest corner of Lot 14 of Block 28; thence westerly approximately 70 feet to the Point of Beginning.

EXHIBIT I

CITY OF NEGAUNEE

**RESOLUTION TO ALLOW CITY MANAGER TO APPROVE LIMITED
CHANGE ORDERS**

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

RESOLVED, that the City of Negaunee (the "City") is in full support of the Negaunee 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 the Negaunee City Council recognizes that project delays may occur due to minor plan changes that may require a change order(s) to advance the project or portions of the project.

RESOLVED, that the Negaunee City Council recognizes the shortened construction season in the Upper Peninsula can lead to delays and cost increases if change order(s) are not acted upon quickly.

RESOLVED, that the City Council finds it to be in the best interest of the above referenced project to authorize the Negaunee City Manager to approve or deny changes order(s) regarding this project in the amount of \$5000 or less.

RESOLVED, that any and all change orders approved or denied by the City Manager be reviewed and approved by the Negaunee City Council at the next regularly scheduled Negaunee City Council meeting.

RESOLVED, that the authority extended in this Resolution does not apply to the ongoing Water project, as such project is funded by a USDA Water Bond Agreement, with separate and distinct requirements.

Those voting Aye: _____

Those voting Nay: _____

Those abstaining: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

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 Allow City Manager To Approve Limited Change Orders, which shall be attached as Exhibit I, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

EXHIBIT J

CITY OF NEGAUNEE

RESOLUTION TO ENTER INTO AGREEMENT WITH TV6 FOR THE DEVELOPMENT OF PROMOTIONAL MATERIALS DOCUMENTING THE NEGAUNEE DOWNTOWN ENHANCEMENT PROJECT

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

WHEREAS, it is in the best interests of the City of Negaunee (the "City"), the residents, business owners and visitors that the current Negaunee Downtown Enhancement Project succeed.

WHEREAS, TV6 is well-respected news source community members, business owners, and visitors to the City utilize for updates about local news and events.

WHEREAS, keeping the residents, businesses, and visitors of the City well-informed and updated on the progress of the Negaunee Downtown Enhancement Project is germane to the project's success.

BE IT RESOLVED that the City should enter into an agreement with TV6 (attached hereto as Exhibit 1) for the development of promotional materials documenting the details, progress, and results of the Downtown Enhancement Project.

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 Enter into Agreement with TV6 for the Development of Promotional Materials Documenting the Negaunee Downtown Enhancement Project, which shall be attached as Exhibit J, to the Resolution to Support and Approve the Negaunee Downtown Enhancement Project and Related Actions.

Signature _____

City Clerk
City of Negaunee, Michigan

_____, 2023
Date

EXHIBIT 1

(to Exhibit J)



City of Negaunee Streetscape Video Project

The goal is to create a long-form video which will document and promote the revitalization efforts in downtown Negaunee. WLUC-TV6 will complete and provide one long-form video approximately 7-10 minutes in length. Production will include using a combination of HD and 4k video, plus HD drone footage shot by WLUC-TV6, footage from the TV6 archives, stock footage library, and images or video provided by the City of Negaunee as needed.

WLUC-TV6 will work with the Negaunee City Manager and assigned city staff to provide a rough outline for the project, based on information provided by the Negaunee City Manager and assigned city staff, who will provide additional input and make necessary changes to ensure the accuracy and relevance of the content. The outline/scripts will act as a general guideline for the production. Due to the potential of additional important content coming to light during the interview process the outline/script may be modified to create the best final product possible.

WLUC-TV6 will shoot raw video in the City of Negaunee as needed. WLUC-TV6 will shoot interviews and b-roll on sight (with all pertinent safety protocol taken into consideration), plus provide narration, editing, graphics creation, and music. Negaunee City Manager and assigned city staff will be provided the completed video in a digital format for playback.

WLUC-TV6 will edit the final product together and create all necessary graphics. WLUC-TV6 will also provide a professional voice for the videos and will assist in finding voiceover talent to be used in the project. Voice talent fee is included in the cost for this project.

WLUC-TV6 will provide uncompressed (HD) and compressed (per client specs) versions of the project and store it on an external hard drive and/or provide it for download. WLUC-TV6 will keep a copy of the final product electronically as back-up. WLUC-TV6 will store footage shot for this project for potential future use by the client for a period of 5 years.



City of Negaunee Streetscape Video Project

Pre-production, outline/script, shooting, postproduction/editing rough & final cuts and creating all graphics. All travel expenses are included as part of this quote.

- Shooting, Editing and Mastering of Long-form Video
\$4,900

Total \$4,900

Balance Due Upon Completion - \$4,900

Project budget is currently \$4,900. **Proposed project will not exceed agreed upon budget.** WLUC-TV6 will work closely with the Negaunee City Manager and assigned city staff to ensure complete satisfaction with the final product. We will provide a rough-cut of the final project and will make all changes within budget constraints.

At any time, additional shooting and/or editing may be added if the Negaunee City Manager and assigned city staff felt it would contribute to the production. Standard rate card fees would apply.

The City of Negaunee will maintain ownership of the final product. The City of Negaunee will allow WLUC-TV6 to use clips from the final project for promotional announcements for WLUC-TV6 Production Services if needed.

Negaunee City Manager and assigned city staff shall indemnify and hold WLUC-TV6 and its assigns harmless from and against all claims, damages, liabilities, losses, costs, and expenses including attorney's fees and costs arising in connection with the Streetscape Video project.

The conditions of this bid are valid for approval through May 31, 2023. This proposal will become a legally binding contract if agreed to and jointly signed below.

Client Representative: _____

Client Signature: _____ Date: _____

WLUC-TV6 Representative: Rick Rhoades, VP & GM Date: _____

WLUC-TV6 Signature: _____ Date: _____