

**AGENDA**  
**ISHPEMING CITY COUNCIL SPECIAL MEETING**  
**Wednesday, March 28, 2018 at 10:00 a.m.**  
**Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849**  
**City Hall Telephone Number: 906-486-1091**

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Meeting Called to Order

Roll Call

Agenda Comment

**AGENDA ITEMS**

1. Lease Agreement Amendment with Ishpeming School District
2. Maintenance and Use Agreement with Ishpeming School District
3. Request from Terry Austin
4. Brownfield Plan for the Anderson Building
  - (a) Resolution #6-2018, In Support of Anderson Building
5. USDA Water Project
  - (a) Second Street Paving
  - (b) Other Half-Width Paving Costs
  - (c) Change Order #4 for Contract I
  - (d) Change Order #2 for Contract II
  - (e) Change Order #2 for Contract III
6. Informational Letter to Citizens regarding Rural Development Water Project 2018
7. Iron Ore Heritage Trail Easement
8. Purchase of new loader tires for DPW
9. January Bill Disbursement Issue

Adjournment

Mark Slown  
City Manager

## AMENDMENT TO LAND LEASE

This Amendment to Land Lease (the "Amendment") is entered into on \_\_\_\_\_, 2018, between the **City of Ishpeming**, a Michigan municipal corporation, of 100 East Division Street, Ishpeming, MI 49849 (the "City") and the **Ishpeming School Public District No. 1**, of 319 East Division Street, Ishpeming, MI 49849 (the "District"), on the terms and conditions set forth below.

### **RECITALS**

WHEREAS, the City and District entered into that certain Land Lease dated April 28, 2006 (the "Lease"), under which the City leased real property located in the City of Ishpeming;

WHEREAS, the City and District entered into that certain Memorandum of Land Lease dated April 28, 2006, and recorded at the Marquette County Register of Deeds, 2006R-05747 (the "Memorandum");

WHEREAS, the leased premises is an outdoor sports complex including, without limitation, a track and field, playground, and tennis courts;

WHEREAS, the City and District are interested in improving the condition of six tennis courts; and

WHEREAS, the City is seeking to obtain a grant to renovate six tennis courts and other areas of the leased premises (the "Renovated Area" as shown on the attached map);

WHEREAS, to qualify for the grant, the City must hold title to the Renovated Area free and clear of any lien, encumbrance, or other property interest;

WHEREAS, the City has requested that the parties amend the Lease to exclude the Renovated Area so that the City may qualify for the grant; and

WHEREAS, the District has agreed to amend the lease, subject to the terms of this Amendment.

NOW, THEREFORE, in consideration of the respective agreements and conditions contained herein, the City and the District, intending to be legally bound, hereby agree as follows:

### **AGREEMENT**

1. The City and District incorporate the above Recitals as part of this Amendment.
2. The legal description contained in Paragraph 1 of the Lease shall be deleted and replaced with the following:

[INSERT LEGAL DESCRIPTION]

3. Contemporaneously with the execution of this Agreement, the City and the District shall enter into an Intergovernmental Agreement for Use and Maintenance of Tennis Court and Trail Project setting forth their respective duties to use and maintain a portion of the Renovated Area.

4. The City and District shall, contemporaneously with the execution of this Amendment, execute an Amendment to Memorandum of Land Lease, incorporating the changes made in this Amendment. The District shall promptly file and record the Amendment to Memorandum of Land Lease at the Marquette County Register of Deeds.

5. Both parties have authority to enter into and perform this Amendment without breaching or defaulting on any obligation or commitment to anyone else. The City has authorized the individual executing this Amendment to execute this Amendment on the City's behalf. The District has authorized the individual executing this Amendment to execute this Amendment on the District's behalf.

6. All other terms and covenants set forth in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Land Lease as of the date first set forth above.

**CITY**

CITY OF ISHPEMING.

By: \_\_\_\_\_  
Name:  
Title:

**DISTRICT**

ISHPEMING SCHOOL PUBLIC DISTRICT NO. 1

By: \_\_\_\_\_  
Name:  
Title:

**AMENDMENT TO MEMORANDUM OF LAND LEASE**

The **City of Ishpeming**, a Michigan municipal corporation, of 100 East Division Street, Ishpeming, MI 49849 (the "City") and the **Ishpeming School Public District No. 1** of 319 East Division Street, Ishpeming, MI 49849 (the "District") enter into this Amendment to Memorandum of Land Lease to give record notice of the Amendment to Land Lease entered into by the City and District on \_\_\_\_\_, 2018, in which the City and District for valuable consideration, agreed to amend both that certain Land Lease entered into by the District and the City, dated April 28, 2006, and that certain Memorandum of Land Lease entered into by the District and the City, dated April 28, 2006, and recorded at the Marquette County Register of Deeds, 2006R-05747, in order to change the description of the leased in the City of Ishpeming, Marquette County, Michigan to the District, as follows:

[LEGAL DESCRIPTION]

The duration and renewal of the Land Lease, while controlled by the specific terms of the Land Lease, are generally stated in the following Paragraph 2 from the Lease:

**Term.** This Lease shall be for a term of fifty (50) years commencing June 1, 2006, and ending May 31, 2056. Upon expiration of this initial fifty-year term, this Lease will renew automatically for succeeding periods of one (1) year each (June 1 – May 31) on the same terms and conditions as contained in this Lease. Either the District or the City may stop such automatic renewal by giving the other party notice of this intent at least one (1) calendar year prior to the expiration of the then-current term.

CITY OF ISHPEMING

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

STATE OF MICHIGAN     )  
MARQUETTE COUNTY    )

Acknowledged before me in Marquette County, Michigan on \_\_\_\_\_, 2018, for the  
City of Ishpeming, by \_\_\_\_\_, its Mayor, and \_\_\_\_\_, its City Clerk.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Marquette  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Marquette

ISHPEMING SCHOOL PUBLIC DISTRICT NO. 1

By: \_\_\_\_\_  
Its: School Board President

By: \_\_\_\_\_  
Its: Superintendent

STATE OF MICHIGAN     )  
MARQUETTE COUNTY    )

Acknowledged before me in Marquette County, Michigan on \_\_\_\_\_, 2018, for the  
Ishpeming School Public District No.1, by \_\_\_\_\_, its School Board President, and  
\_\_\_\_\_, its Superintendent.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Marquette  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Marquette

Prepared by and when recorded return to:  
Patrick C. Greeley (P80895)  
KENDRICKS, BORDEAU, KEEFE,  
SEAVOY & LARSEN, P.C.  
128 W. Spring Street  
Marquette, MI 49855  
(906) 226-2543

# AMENDED LEASE AREA DESCRIPTION

PREPARED FOR: *City of Ishpeming*

*Ishpeming Schools Sports Complex Located in the N1/2-SW1/4  
of Section Three (3), T.47 N., R.27 W., City of Ishpeming,  
Marquette County, Michigan*

## New Legal Description:

A Parcel of land located in the North One-half of the Southwest Quarter (N1/2-SW1/4) of Section Three (3) in T.47 N., R.27 W. in the City of Ishpeming, Marquette County, Michigan described as follows:

Commencing at the West Quarter Corner (W1/4), of said Section 3; thence S 89°11'49"E 1223.89 feet, (along the East-West 1/4 Line of said Section 3); thence S 0°48'41"W 164.00 feet (to the Northerly track and field fence line extended West) and the **Point of Beginning**; thence S 87°12'29"E 356.22 feet (along the Northerly track and field fence line extended West to a baseball outfield fence line); thence (along said outfield fence line the next 11 bearings and distances); S 15°51'45"E 16.55 feet; thence S 18°49'32"E 46.33 feet, to a curve; thence 73.19 feet on a curve to the left having a Radius of 225.41 feet, Delta angle of 18°36'11", Chord bearing S 35°12'28"E 72.87 feet, to a curve; thence 56.66 feet on a curve to the left having a Radius of 487.89 feet, Delta angle of 6°39'12", Chord bearing S 47°23'33"E 56.62 feet, to a curve; thence 44.38 feet on a curve to the left having a Radius of 183.36 feet, Delta angle of 13°52'05", Chord bearing S 56°58'49"E 44.27 feet, to a curve; thence S 63°53'40"E 12.44 feet, to a curve; thence 137.77 feet on a curve to the left having a Radius of 502.84 feet, Delta angle of 15°41'51", Chord bearing S 81°47'53"E 137.34 feet; thence N 77°34'34"E 129.25 feet; thence S 86°32'14"E 70.44 feet; thence S 54°19'34"E 3.07 feet; thence S 88°41'55"E 179.53 feet, (along baseball fence line extended East, to a fence line; thence (along said fence line the next 9 bearings and distances); S 1°29'56"E 40.85 feet; thence S 1°30'24"W 54.39 feet; thence S 0°15'44"W 99.01 feet; thence S 0°53'42"E 47.92 feet; thence S 1°37'33"W 31.61 feet; thence S 0°22'42"W 244.00 feet; thence S 89°32'17"W 149.98 feet; thence S 89°26'41"W 252.09 feet; thence S 87°55'15"W 18.57 feet; thence S 0°03'43"E 72.00 feet, (to tennis court North fence); thence N 89°54'59"W 132.00 feet, (to fence end); thence S 0°03'43"E 62.00 feet; thence S 89°26'14"W 310.54 feet; thence S 62°44'18"W 81.28 feet; thence S 12°55'49"W 4.77 feet (to the North R/W of West Empire Street); thence S 89°35'05"W 32.22 feet, (along said North R/W of Empire); thence N 10°25'15"E 52.24 feet; thence N 13°00'26"E 87.05 feet; thence N 13°53'54"E 281.99 feet; thence N 5°57'01"E 29.53 feet; thence N 5°05'21"E 65.76 feet (to the toe of a slope); thence (along said slope), the next 13 bearings and distances) N 3°06'51"E 29.61 feet; thence N 38°03'01"W 59.73 feet; thence N 49°09'28"E 17.94 feet; thence N 22°53'55"W 36.01 feet; thence N 11°19'31"E 35.02 feet; thence N 76°01'05"W 54.24 feet; thence N 58°54'44"W 35.86 feet; thence N 8°42'31"E 19.56 feet; thence N 5°46'43"W 78.42 feet; thence N 16°29'47"E 24.49 feet; thence N 36°12'21"W 56.27 feet; thence N 24°48'03"W 23.77 feet; thence N 5°43'48"W 27.97 feet, along said slope to the Point of Beginning. Said parcel contains 13.82 Acres, and is subject to restrictions, reservations, right of ways, and easements. This Amended Lease excludes the Tennis Courts, of the Football Complex original description.

AKF REVIEWED  
3-20-18

Received:

MAR 14 2018

Anthony J. Bertucci

**Intergovernmental Agreement for Use and Maintenance of Tennis Court and Trail Project**

**Between**

**The Ishpeming Public School District Board of Education ("IPSD")**

**And**

**The City of Ishpeming (the "City")**

This agreement is between the City and IPSD and shall remain in force for a period of fifty (50) years following the Effective Date (as defined below). The agreement relates to City's Tennis Court and Trail Improvement Project (the "Project"), at the City "Playground," located north of Empire Street.

This agreement is contingent upon approval of a Michigan Natural Resources Trust Fund (MNRTF) grant for the actual construction of the Project (see attachments for project details, including cost estimate, site design, and location). This agreement shall take effect upon the approval of the foregoing grant (the "Effective Date"). If the City fails to obtain the grant within one (1) year of the latest date both parties have signed this agreement, the agreement shall be null and void.

**Use:**

**Tennis Courts:** The Tennis Courts within the Project are intended for maximum use and access to the public and also to allow for efficiency in use and development of skills among members of the official IPSD Tennis Team, including regularly scheduled practices and competitions. Specifically, the IPSD Tennis Team will have priority use of the Tennis Courts on school days and weekends for scheduled practices and competitions. IPSD will provide an IPSD Tennis Team use schedule to the City of Ishpeming City Clerk to be posted on the City website. IPSD shall post the Tennis Team Use Schedule in a weatherproof display box mounted in a prominent location at the Tennis Courts. It is the responsibility of IPSD to provide a copy of the schedule to the City and to provide an updated copy on a timely basis, if amended. At all other times the Tennis Courts are to remain available to the general public on a first come, first use basis. Because the Tennis Courts do not have lighting, the court area will be closed at sunset. IPSD shall post a sign indicating its hours of operation. IPSD may, but is not required to, actively monitor and/or lock the Tennis Courts when the Tennis Courts are closed. The Tennis Courts may also be closed as needed for maintenance.

**Trail:** The trail connection along the south and west sides of the Tennis Courts shall be open to the public at all times, unless closed for maintenance. This trail is for non-motorized use only, connecting the City's existing trail north of Empire Street and west of the Football Stadium to the existing City sidewalk system at the eastern edge of the Playground. This trail is part of the City's non-motorized trail network.

**Parking:** The parking spaces, including handicapped accessible spaces, to be built for this Project are designated for people using the Tennis Courts. These parking spaces may be used for other events and activities at the Playground; however, people using the Tennis Courts shall have priority for special

tennis events (*e.g.*, tennis meets, tournaments and camps) when IPSD posts a sign stating that parking is limited to the tennis event.

**Maintenance:**

**Tennis Courts:** The IPSD is responsible for routine maintenance of the Tennis Court area. The tennis court area is defined as all areas inside and including the fence surrounding the courts, including court surface, posts, nets, lines, and fences. Routine maintenance is defined as painting court lines, cleaning the court surfaces, and adjustment to nets. The City and IPSD are jointly responsible for major maintenance of the tennis courts in the Project. Major maintenance is defined as repair or replacement of court surfaces and repair to fencing. Both parties agree to share the maintenance cost on 50/50 basis. IPSD and the City shall jointly determine if maintenance is necessary and shall determine the appropriate method of maintenance. In the event of damage to the tennis court area caused by fire or other casualty, the insurance proceeds from insurance carried by the City to cover casualty damage to the court area shall be available for any such reconstruction. There are no city utilities under the tennis court area. The City agrees not to place any City utilities in this area.

**Trail:** The City shall be responsible for all trail maintenance, including cutting of grass and weeds. The City is also responsible to repair the trail surface, when needed. The City shall pay all costs associated with trail maintenance.

**Parking:** The City and IPSD are jointly responsible for maintenance of the parking area in the Project, including parking surface, subsurface aggregate, stripping, signs, and light poles. Both parties agree to share the maintenance cost on 50/50 basis. IPSD and the City shall jointly determine if maintenance is necessary and shall determine the appropriate method of maintenance. In the event of damage to the parking lot caused by fire or other casualty, the insurance proceeds carried by the City to cover casualty damage to the parking lot shall be available for any such reconstruction.

**Lights:** The City is responsible for the lighting system for the parking lot and street lights. The City shall pay for the electric utility costs to operate and repair/replace the parking lot lights and street lights associated with the Project.

**Liability:** The City shall provide general liability protection for public use of this site to the same level as other City public property. The IPSD shall provide liability protection for students and faculty using this site for team related activity. The cost of team-related claims shall be the responsibility of IPSD.

**Further agreement:** The purpose of this agreement is to make clear the priority of the use and maintenance of the Tennis Courts and to ensure economy and efficiency between the City and IPSD in future decision-making. Both parties agree that the six Tennis Courts created, used, and maintained per this agreement are sufficient for the community's basic needs. Other public tennis courts existing in or created at a future date in the community will receive a lower priority in budgeting and maintenance than the Tennis Courts subject to this agreement.



#### **Miscellaneous:**

**Casualty Insurance.** During the term of this agreement, IPSD shall maintain fire and extended coverage insurance insuring the Tennis Courts. During the term of this agreement, City shall maintain fire and extended coverage insurance insuring the Project, except for the Tennis Courts.

**Renewal.** Upon expiration of this initial fifty-year term, this agreement will renew automatically for succeeding periods of five (5) years on the same terms and conditions as contained in this agreement. Either IPSD or the City may stop such automatic renewal by giving the other party notice of this intent at least one (1) calendar year prior to the expiration of the then-current term.

**Default and Remedies.** Either party's noncompliance with any covenant of this agreement is a default. If either party defaults, the nondefaulting party may have all remedies legally permitted. If either party defaults in its maintenance obligations, the nondefaulting party may, at its election, fulfill the defaulting party's maintenance obligations, after providing the defaulting party thirty (30) days written notice. The nondefaulting party shall be entitled to reimbursement for any costs incurred in fulfilling the defaulting parties' maintenance obligations.

**Notices.** All notices under this agreement shall be in writing and be sent by first-class or certified mail addressed to the respective party at the address indicated above or at such other address as IPSD shall designate in writing. A change in address may be effected by a first-class letter sent by either party to the other. Unless the City gives notice to the contrary, all payments to the City under the terms of this agreement shall be made to the City at the address for the City first set forth above.

**Whole agreement.** This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties with respect to the Project. Except it shall not cancel that certain Amendment to Land Lease and Memorandum of Amendment to Land Lease, contemporaneously executed. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement or condition not set forth in this agreement has been made or relied upon by either party.

**Governing Law.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Marquette County, Michigan.

**Title.** IPSD acknowledges and represents that this agreement does not in any way encumber the title to the Playground.

City of Ishpeming

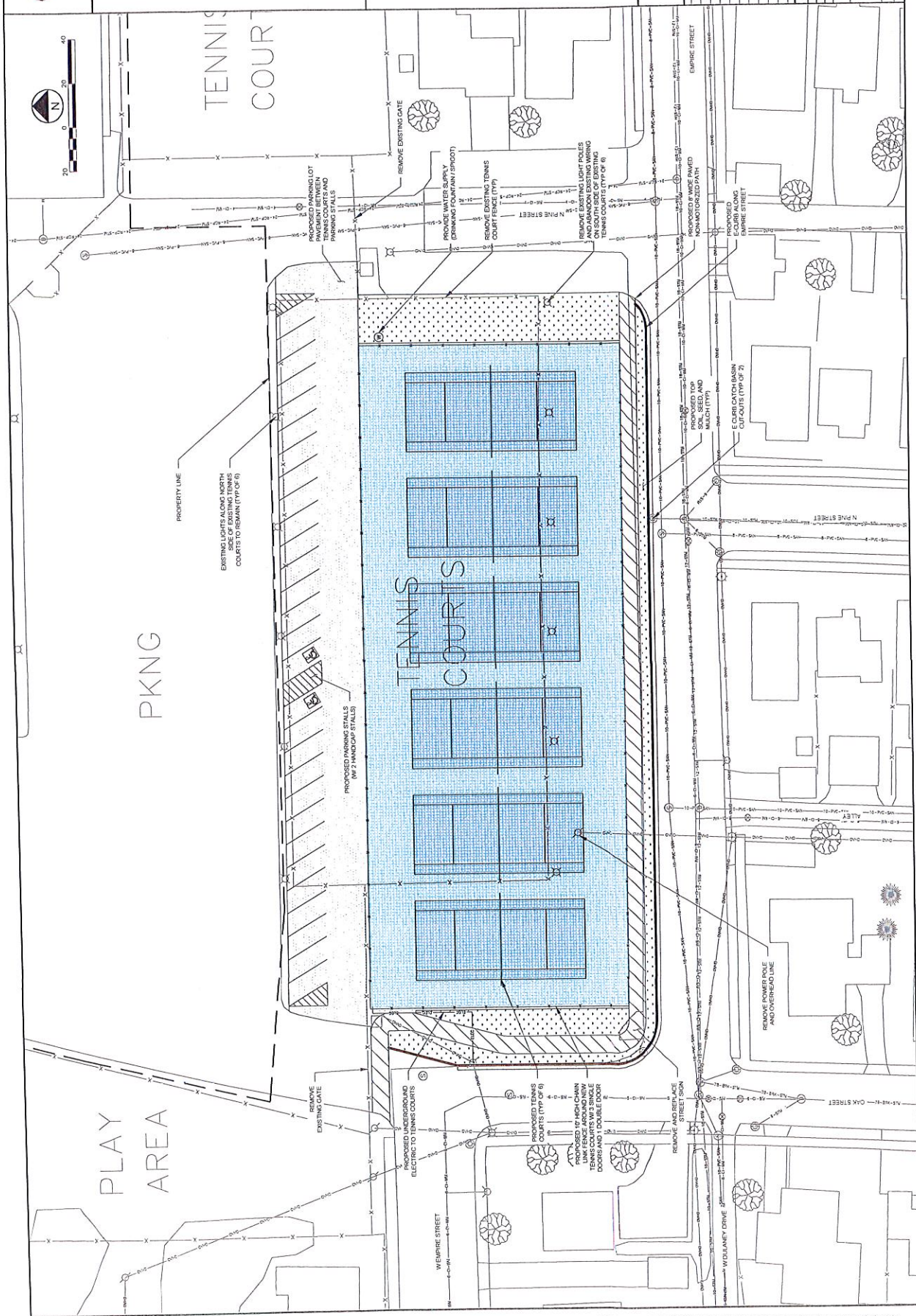
Ishpeming Public School District Board of Education

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
IPSD Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_





CITY OF ISHPEMING  
TENNIS COURT RECONSTRUCTION  
ENGINEER'S PRELIMINARY OPINION OF PROBABLE PROJECT COSTS  
GEI PROJECT #1700242



Work Item Description	Quantity	Unit	Unit Price	Sub-Total
<b>Miscellaneous Items</b>				<b>\$ 17,700.00</b>
Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
Contractor Staking	1	LS	\$ 800.00	\$ 800.00
Permits (Soil Erosion & Sediment Control)	1	LS	\$ 1,500.00	\$ 1,500.00
MDNR Project Plaque	1	LS	\$ 400.00	\$ 400.00

<b>Removal and Restoration Items</b>				<b>\$ 249,000.00</b>
Pavement Removal	6389	SYD	\$ 4.50	\$ 28,800.00
1' Undercut and backfill	5667	SYD	\$ 4.00	\$ 22,700.00
3" Asphalt Paving	1029	TON	\$ 110.00	\$ 113,200.00
Sand Subbase Parking Lot, 12"	5667	SYD	\$ 4.00	\$ 22,700.00
Aggregate Base Under Bit, 8"	5667	SYD	\$ 6.50	\$ 36,800.00
Recycling Receptacles	1	LS	\$ 1,000.00	\$ 1,000.00
Pavement Striping	1	LS	\$ 3,000.00	\$ 3,000.00
Concrete E Curb	470	LFT	\$ 22.00	\$ 10,300.00
Landscaping/Turf Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
Remove Light/Power Poles	1	LS	\$ 4,000.00	\$ 4,000.00
Electrical Conduit/Wiring/Service	100	LFT	\$ 20.00	\$ 2,000.00
Water Supply	1	LS	\$ 2,500.00	\$ 2,500.00
ADA Signage	1	LS	\$ 500.00	\$ 500.00

<b>Tennis Court</b>				<b>\$ 69,700.00</b>
Surfacing 6 Tennis Courts	37440	SFT	\$ 0.90	\$ 33,700.00
Court Hardware Supply and Installation	6	EA	\$ 1,100.00	\$ 6,600.00
Remove and Replace Chain Link Fence (incl gates)	866	LFT	\$ 34.00	\$ 29,400.00

**Total Estimated Construction ==> \$ 336,400**  
**Contingencies and Engineering ==> \$ 84,100**  
**Total Base Project Cost==> \$ 420,500**

**City Manager**

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**From:** terryA <Terry@okindustrial.com>  
**Sent:** Friday, March 16, 2018 7:37 AM  
**To:** City Manager  
**Cc:** Justin Koski; Mike Tonkin; Karl Lehmann; Stuart Skaug; Carl Petersen; Bonnie Hoff; Cathy Smith; Dan Berandt  
**Subject:** FW: 417 Marquette St. (quote/proposal)  
**Attachments:** 0792\_001.pdf

Mark and Council Members, (sorry for the multiple emails ... quote was not attached on the first and some of the email addresses were incorrect)

Attached is the information and price quote I received from Dan Berandt from Oberstar Inc. (per the Council's suggestion.)

Under these reoccurring circumstances, close to two weeks without sewer facilities, I ask the council to move quickly on a decision to cover the cost of this sewer lateral repair.

Thank you, Terry Austin

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**From:** Dan Berandt [mailto:dberandt@oberstarinc.com]  
**Sent:** Wednesday, March 14, 2018 10:54 AM  
**To:** terry@okindustrial.com  
**Cc:** citymanager@ishpemingcity.org  
**Subject:** 417 Marquette St. (quote)

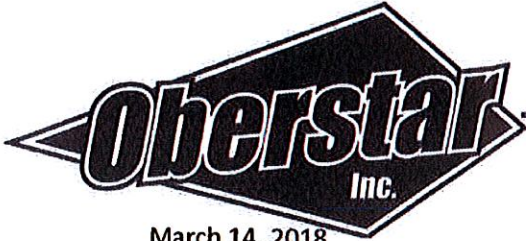
Terry

If you have any questions on quote please let me know. Oberstar will track job and bill time and materials if it works out to be less than quoted price. I think the best thing to do is rip the frost in the street exposing the sewer lateral in the area where Ishpeming's DPW crew was able to get there camera to in the sewer lateral and replace only the broken or frozen section of sewer lateral to get you up and running. I also sent this quote and email to Mark Slown.

Thanks  
Dan Berandt  
Residential Manager  
(906)250-7185

[Dberandt@oberstarinc.com](mailto:Dberandt@oberstarinc.com)





1900 Industrial Parkway • Marquette, MI 49855

P: (906) 226.6799 • F: (906) 228.5858 • [www.oberstarinc.com](http://www.oberstarinc.com)

March 14, 2018

Terry Austin  
417 Marquette St.  
Ishpeming, MI 49849

RE: 417 Marquette St. (Sewer lateral repair)

Terry:

OBERSTAR, INC. would like to quote the above referenced project for a lump sum price of Four Thousand Two Hundred Twenty Five Dollars - \$4,225.00.

This price includes:

- Marquette County plumbing permit
- Rip frost in street exposing frozen / blocked section of sewer lateral
- Haul away frost chunks
- Replace section of frozen / blocked sewer lateral in street
- Furnish and place fill sand for backfilling sewer lateral
- Furnish and place 22a gravel in street cut

This price does not include:

- Topsoil, seed or mulch
- Rock excavation
- Ground dewatering
- Asphalt patching street
- Televising sewer lateral
- Jetting or steaming sewer lateral
- Repair or replacement to any private unmarked utilities

NOTE: We will track job and bill time and materials if job works out to be less than quoted price.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,  
OBERSTAR, INC.

  
Dan Berandt  
Residential Manager

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_

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***A grade above the rest!***

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**Marquette County Brownfield Redevelopment Authority (MCBRA)**

**Brownfield Plan Summary – Anderson Building Redevelopment Project**  
**203 S. Main Street and 112 E. Pearl Street, Ishpeming, Michigan**

This Brownfield Plan has been prepared to support the redevelopment efforts of the subject property. The project includes the redevelopment of a vacant historic commercial building, located at 203 S. Main Street, into a mixed-use space consisting of commercial on the first floor and apartments on the second and third floors. The property located at 112 E. Pearl street is currently vacant land and is being redeveloped into indoor parking for the apartment units. The redevelopment project preserves a local resource with intrinsic historic value and brings new investment to the community by creating new jobs and living space, all while reducing a public nuisance and making productive use of underutilized pieces of property.

The subject property consists of two “blighted” parcels. The first parcel, known as the historic Anderson Building, located at 203 S. Main Street, has been a part of the community since its construction in the late 1800s. The process of receiving an official historic designation for the building is underway with the state historic preservation office (SHPO). The three-story currently vacant historical building has several safety concerns, out of date utilities, and is a prime candidate for vandalism. The second parcel (formerly Hickey’s Bar), located at 112 E. Pearl Street is adjacent and contiguous to the 203 S. Main Street parcel, separated by an alleyway. It is believed that buried building debris from a fire remains on site and represents an additional challenge and cost to the development.

The property is located within a Downtown Development Authority (DDA) district. The DDA has entered into an interlocal agreement with the MCBRA to forego their portion of the tax increment capture in support of the project due to its myriad benefits to the community.

This Brownfield Plan has been prepared to provide reimbursement of eligible activities associated with redevelopment of the subject property through tax increment capture. The Plan details eligible activities that have been or will be completed by the developer, West Ishpeming Sand, LLC, as well as activities conducted by the MCBRA.

- **Anticipated private investment – approx. \$1,549,050**
- **Anticipated new jobs – up to 16 (FTE)**
- **Total reimbursement to developer – approx. \$471,900 (inclusive of contingency and interest)**
  - **Total Financing Costs (4%) – approx. \$105,498.71**
- **Total taxes to Taxing Jurisdictions during Plan**
  - **approx. \$33,300 from initial taxable value**
  - **approx. \$28,750 from school debt not captured**
- **Total reimbursement to MCBRA – approx. \$17,990 (not inclusive of admin fees)**
- **Total tax increment captured for County-Wide LBRF – approx. \$60,000**
- **Length of Brownfield Plan – estimated 18 years**
  - **Beginning Capture in 2020, Plan was constructed to limit capture to end in 2038**

4(a)

**RESOLUTION #6-2018  
CITY OF ISHPERING  
MARQUETTE COUNTY, MICHIGAN**

**RESOLUTION IN SUPPORT OF A BROWNFIELD PLAN PURSUANT TO AND  
IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS  
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

**March 28, 2018**

At a special meeting of the City Council of the City of Ishpeming, Michigan, held in the Ishpeming City Hall Conference Room, located at 100 E. Division Street, Ishpeming, Michigan, on the 28th day of March, 2018, at 10:00 a.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Ishpeming City Council, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of Marquette County (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, seeks approval by the City of Ishpeming City Council, the Brownfield plan (the "Plan") attached hereto, to be carried out within the City of Ishpeming, relating to the redevelopment of the vacant commercial property located at 203 S. Main Street and 112 E. Pearl Street and adjoining alleyway, City of Ishpeming, Marquette County, Michigan, (the "Site"), as shown in Figures 1 & 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City of Ishpeming City Council has reviewed the Plan, and was provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 13 of the Act; and

WHEREAS, as a result of its review of the Plan, the City of Ishpeming City Council concurs with approval of the individual Plan.



**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. **Plan Support.** Pursuant to the authority vested in the City of Ishpeming City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

**RESOLUTION DECLARED ADOPTED.**

STATE OF MICHIGAN                    )  
  ) ss:  
CITY OF ISHPEMING                    )

I, the undersigned, the fully qualified and acting Clerk of the City of Ishpeming, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Ishpeming City Council at a special meeting held on the 28<sup>th</sup> day of March, 2018, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Ms. Tammie Leece  
Ishpeming City Clerk

## City Manager

---

**From:** Stoor, Mark <mstoor@geiconsultants.com>  
**Sent:** Monday, March 19, 2018 11:32 AM  
**To:** City Manager; Cathy Smith  
**Cc:** Jim Lampman; Fabbri, Brian; DPW Director  
**Subject:** Ishpeming RD Change Orders and other Figures  
**Attachments:** CO4\_complete.pdf; CO2\_complete.pdf; CO2\_complete.pdf; 1508090\_RD\_Pavement\_Half\_Addition\_Costs.pdf; 1508090\_RD\_Pavement\_Addition\_2nd\_Street.pdf

Hi Mark,

Attached are the Agenda and informational items for the special council meeting.

1. 2<sup>nd</sup> Street – this is a comparison of the pricing for full depth (2') removal and replacement, versus pricing for only removing and replacing the pavement for the other half of 2<sup>nd</sup> Street. Some savings could be had by only doing the pavement, however doing the full two feet is recommended.
2. Half-width addition costs. Informational that shows expected costs to pave the other half of other streets in the project. Some areas may be added to the RD portion of the project due to condition, if they are falling apart during construction. However, this will be unknown until we get to those roads.
3. Contract I Change Order – This is to balance out quantities for work added from last year. Some additional paving was done on Cliff Street, and some additional valve replacements were done. In addition, during design it was unknown how far the roundabout project would extend watermain, so GEI was given a point to design to. In order to connect to the new watermain, we must extend approximately 140 feet further to the north than design. This has been added in.
4. Contract II Change Order – This would be to add SCADA to the Bell Hospital Booster Station.
5. Contract III Change Order – This includes both SCADA for the Park Street Lift Station and the Second Street Paving (full two foot depth) work, as well as some quantity balancing from last year's construction.

If you would like to go over these, I will plan on being there around 10:00 AM tomorrow to meet. If you have any questions ahead of that time, please let me know.

Thank you,

Mark

Mark F. Stoor, P.E.  
Senior Project Engineer



GEI Consultants of Michigan, P.C.  
990 Lalley Road | Iron River, MI 49935  
T: 906.214.4147 | M: 906.284.3552 | F: 906.214.4141  
[www.geiconsultants.com](http://www.geiconsultants.com) | [vCard](#) | [map](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

**City of Ishpeming**  
**Rural Development Water System Improvements**  
**Additional Paving - Estimate of Costs - 2nd Street**  
**GEI Job #1508090**

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Extension
R-0220	Subbase, MDOT Class II, 12" (CIP)	2,894	SYD	\$ 2.00	\$ 5,788.00
R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)	2,894	SYD	\$ 5.00	\$ 14,470.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	351	TON	\$ 59.50	\$ 20,884.50
R-0720	Bituminous Mixture, MDOT 13A - Top Course	351	TON	\$ 61.00	\$ 21,411.00
D-0830	Adjust Structure Cover	23	EA	\$ 55.00	\$ 1,265.00
CO-0001	Subbase Removal	1,930	CYD	\$ 6.00	\$ 11,580.00
Total 2nd Street					\$ 75,398.50

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Extension
R-	Bituminous Pavement Removal	2,894	SYD	\$ 3.50	\$ 10,129.00
R-	Fine Grading of Existing Gravel	2,894	SYD	\$ 2.25	\$ 6,511.50
R-	Added Gravel for Grade Adjustment (as needed)	145	TON	\$ 11.00	\$ 1,595.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	351	TON	\$ 59.50	\$ 20,884.50
R-0720	Bituminous Mixture, MDOT 13A - Top Course	351	TON	\$ 61.00	\$ 21,411.00
D-0830	Adjust Structure Cover	23	EA	\$ 55.00	\$ 1,265.00
Total 2nd Street					\$ 61,796.00

5a

56

8th Addition		
Poplar Street	\$	73,000.00
Duncan Avenue	\$	81,000.00
Elliot Street	\$	85,000.00
Jopling Street	\$	50,000.00
Mather Avenue	\$	90,000.00
Hewitt Street	\$	26,000.00
Hickory Street	\$	55,000.00
Hemlock Street	\$	20,000.00
Beech/White/Walnut	\$	32,000.00
Total -->		<b>\$ 512,000.00</b>

West Ishpeming		
Washington Street	\$	95,000.00
Total -->		<b>\$ 95,000.00</b>

2nd Street		
2nd Street	\$	75,000.00
Total -->		<b>\$ 75,000.00</b>

West Division		
Greenwood Street	\$	33,000.00
Total -->		<b>\$ 33,000.00</b>

Downtown		
Superior Street	\$	43,000.00
Lake Street	\$	31,000.00
Pearl Street	\$	59,000.00
1st Street	\$	85,000.00
2nd Street	\$	50,000.00
3rd Street	\$	17,000.00
4th Street	\$	11,000.00
Cleveland Avenue	\$	17,000.00
South Pine Street	\$	17,000.00
Total -->		<b>\$ 330,000.00</b>

Angeline and Terrace		
South Pine Street	\$	39,000.00
Saginaw Street	\$	34,000.00
Total -->		<b>\$ 73,000.00</b>

Change Order No. 4

Date of Issuance:

Effective Date:

Owner: **City of Ishpeming**

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: **GEI Consultants of Michigan, P.C.**

Engineer's Project No.: **1508090**

Project: **RD Water System Improvements**

Contract Name: **Contract I**

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

Description: Add and remove quantities for work on Cliff Street and the Valve Replacement areas to balance proposed work to actual work completed in 2017. Add quantity for proposed paving on Cliff Street in 2018 and add quantity for additional water main on 2<sup>nd</sup> Street to connect the Rural Development project to the round-about project.

Attachments: *Change Order Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ <u>3,066,628.00</u>	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>1,342,099.45</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order:  \$ <u>4,408,727.45</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>24,247.90</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>4,432,975.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates

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: \_\_\_\_\_

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	Previous Contract Quantity	Previous Contract Amount	C.O. #4 Quantity	C.O. #4 Extension	Revised Contract Quantity	Revised Contract Extension
<b>BASE BID - CONTRACT 1</b>											
M-0410	Utility Exploration	EACH	\$ 250.00	200	\$ 50,000.00	200	\$ 50,000.00				
M-2000	Remove & Replace Fence	LFT	\$ 30.00	125	\$ 3,750.00	125	\$ 3,750.00	-61.5	\$ (1,845.00)	202	\$ 50,500.00
										64	\$ 1,905.00
R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	SYD	\$ 2.50	2,500	\$ 6,250.00	2,405	\$ 6,012.50	-50	\$ (125.00)	2,355	\$ 5,887.50
R-0120	Remove Concrete Curb and/or Gutter	LFT	\$ 2.50	3,500	\$ 8,750.00	3,310	\$ 8,275.00	15	\$ 37.50	3,325	\$ 8,312.50
R-0150	Rock Excavation	CYD	\$ 40.00	1,200	\$ 48,000.00	870	\$ 34,800.00	-330.5	\$ (13,220.00)	540	\$ 21,980.00
R-0220	Subbase, MDOT Class II, 12" (CIP)	SYD	\$ 2.00	37,500	\$ 75,000.00	32,000	\$ 64,000.00	-1095	\$ (2,190.00)	30,905	\$ 61,810.00
R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)	SYD	\$ 5.00	37,500	\$ 187,500.00	32,000	\$ 160,000.00	2,308	\$ 11,540.00	34,308	\$ 171,540.00
R-0410	Imported Trench Backfill, (CIP)	CYD	\$ 2.00	7,500	\$ 15,000.00	5,015	\$ 10,030.00	-1,733	\$ (3,465.00)	3,282	\$ 6,564.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	TON	\$ 59.50	3,600	\$ 214,200.00	3,073	\$ 182,843.50	87	\$ 5,176.50	3,160	\$ 188,020.00
R-0720	Bituminous Mixture, MDOT 13A - Top Course	TON	\$ 61.00	3,600	\$ 219,600.00	3,086	\$ 188,856.00	173	\$ 10,555.00	3,269	\$ 199,409.00
R-0740	2" Bituminous Driveway Approach, MDOT 13A	TON	\$ 109.00	150	\$ 16,350.00	123	\$ 13,407.00	93	\$ 10,137.00	216	\$ 23,544.00
R-0810	MDOT 23A, 6" (CIP)	SYD	\$ 3.50	500	\$ 1,750.00	460	\$ 1,610.00	-113	\$ (395.50)	347	\$ 1,214.50
R-0820	Aggregate Shoulder Course, MDOT 23A, 6" (CIP)	SYD	\$ 3.50	700	\$ 2,450.00	700	\$ 2,450.00	-477.5	\$ (1,671.25)	223	\$ 778.75
R-0910	Concrete Sidewalk, 4"	SFT	\$ 4.55	11,500	\$ 52,325.00	10,675	\$ 48,571.25	48	\$ 218.40	10,723	\$ 48,789.65
R-0915	Integral Curb and Sidewalk	SFT	\$ 15.00	1,300	\$ 19,500.00	1,300	\$ 19,500.00	83	\$ 2,275.00	1,383	\$ 20,775.00
R-0916	Concrete Sidewalk, Paver Concrete Driveway	SFT	\$ 20.00	100	\$ 2,000.00	100	\$ 2,000.00	-30	\$ (600.00)	70	\$ 1,400.00
R-0930	Approach, 6"	SFT	\$ 5.25	6,000	\$ 31,500.00	5,980	\$ 31,395.00	-1170	\$ (6,142.50)	4,810	\$ 25,252.50
R-0940	Concrete Curb & Gutter	LFT	\$ 20.00	30	\$ 600.00	44	\$ 880.00	15	\$ 300.00	59	\$ 1,180.00
R-0945	E-Curb	LFT	\$ 16.00	3,100	\$ 49,600.00	2,940	\$ 47,040.00	21	\$ 336.00	2,961	\$ 47,376.00
R-0950	Concrete Steps	SFT	\$ 35.00	100	\$ 3,500.00	100	\$ 3,500.00			100	\$ 3,500.00
R-1050	Slit Fence	LFT	\$ 2.00	2,700	\$ 5,400.00	2,700	\$ 5,400.00	-120	\$ (240.00)	2,580	\$ 5,160.00
S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	LFT	\$ 24.00	2,500	\$ 60,000.00	2,015	\$ 48,360.00	-283	\$ (6,792.00)	1,732	\$ 41,568.00
S-0323	8"x6" Wye	EA	\$ 90.00	35	\$ 3,150.00	12	\$ 1,080.00	3	\$ 270.00	15	\$ 1,350.00
S-1010	Connect to Existing Sanitary Sewer Lateral	EA	\$ 75.00	155	\$ 11,625.00	138	\$ 10,350.00	-6	\$ (450.00)	132	\$ 9,900.00
D-0216	6" SDR-26 PVC Storm Sewer Main	LFT	\$ 10.00	60	\$ 600.00	60	\$ 600.00	14	\$ 140.00	74	\$ 740.00
D-0920	8" SDR-26 PVC Storm Sewer Main	LFT	\$ 12.00	90	\$ 1,080.00	140	\$ 1,680.00	51	\$ 612.00	191	\$ 2,292.00
D-0610	2' Dia. Precast Drainage Structure (0-8')	EA	\$ 1,100.00	3	\$ 3,300.00	3	\$ 3,300.00	1	\$ 1,100.00	4	\$ 4,400.00
D-0820	Drainage Structure Cover, CB Round	EA	\$ 1,200.00	3	\$ 3,600.00	3	\$ 3,600.00	1	\$ 1,200.00	4	\$ 4,800.00
D-0830	Adjust Structure Cover	EA	\$ 55.00	45	\$ 2,475.00	45	\$ 2,475.00	16	\$ 880.00	61	\$ 3,355.00
D-0910	Connect to Existing Storm Sewer Main	EA	\$ 250.00	20	\$ 5,000.00	20	\$ 5,000.00	1	\$ 250.00	21	\$ 5,250.00
D-0920	Connect to Existing Storm Sewer Manhole	EA	\$ 200.00	5	\$ 1,000.00	5	\$ 1,000.00	3	\$ 600.00	8	\$ 1,600.00
D-0930	Connect to Existing Catch Basin Lead	EA	\$ 100.00	50	\$ 5,000.00	50	\$ 5,000.00	11	\$ 1,100.00	61	\$ 6,100.00
W-0120	6" Watermain	LFT	\$ 32.00	1,000	\$ 32,000.00	1,000	\$ 32,000.00	-73.5	\$ (2,352.00)	927	\$ 29,648.00
W-0130	8" Watermain	LFT	\$ 35.50	15,700	\$ 557,350.00	15,700	\$ 557,350.00	124.5	\$ 4,419.75	15,825	\$ 561,769.75
W-0150	12" Watermain	LFT	\$ 44.00	850	\$ 37,400.00	850	\$ 37,400.00	36	\$ 1,584.00	886	\$ 38,984.00
W-0420	6" RSGV w/Box	EACH	\$ 865.00	5	\$ 4,325.00	5	\$ 4,325.00	1	\$ 865.00	6	\$ 5,190.00
W-0430	8" RSGV w/Box	EACH	\$ 1,300.00	110	\$ 143,000.00	110	\$ 143,000.00	-4	\$ (5,200.00)	106	\$ 137,800.00
W-0440	10" RSGV w/Box	EACH	\$ 1,700.00	3	\$ 5,100.00	3	\$ 5,100.00	-2	\$ (3,400.00)	1	\$ 1,700.00
W-0450	12" RSGV w/Box	EACH	\$ 2,200.00	10	\$ 22,000.00	12	\$ 26,400.00	4	\$ 8,800.00	16	\$ 35,200.00
W-0730	8" - 22.5 Degree Bend	EACH	\$ 150.00	20	\$ 3,000.00	20	\$ 3,000.00	5	\$ 750.00	25	\$ 3,750.00
W-0820	6" - 45 Degree Bend	EACH	\$ 135.00	50	\$ 6,750.00	50	\$ 6,750.00	-39	\$ (5,265.00)	11	\$ 1,485.00

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	Previous Contract Quantity	Previous Contract Amount	C.O. #6 Quantity	C.O. #6 Extension	Revised Contract Quantity	Revised Contract Extension
W-0830	8" - 45 Degree Bend	EACH	\$ 375.00	85	\$ 31,875.00	85	\$ 31,875.00	-8	\$ (3,000.00)	77	\$ 28,875.00
W-0840	10" - 45 Degree Bend	EACH	\$ 245.00	5	\$ 1,225.00	5	\$ 1,225.00	-2	\$ (490.00)	3	\$ 735.00
W-0850	12" - 45 Degree Bend	EACH	\$ 330.00	14	\$ 4,620.00	14	\$ 4,620.00	-8	\$ (2,640.00)	6	\$ 1,980.00
W-1110	8" x 6" Tee	EACH	\$ 240.00	39	\$ 9,360.00	39	\$ 9,360.00	3	\$ 720.00	42	\$ 10,080.00
W-1120	8" x 8" Tee	EACH	\$ 270.00	24	\$ 6,480.00	24	\$ 6,480.00	-2	\$ (540.00)	22	\$ 5,940.00
W-1220	10" x 8" Tee	EACH	\$ 340.00	2	\$ 680.00	2	\$ 680.00	-2	\$ (680.00)	0	\$ -
W-1320	12" x 8" Tee	EACH	\$ 415.00	7	\$ 2,905.00	7	\$ 2,905.00	1	\$ 415.00	8	\$ 3,320.00
W-1620	8" x 8" Cross	EACH	\$ 290.00	6	\$ 1,740.00	6	\$ 1,740.00	-1	\$ (290.00)	5	\$ 1,450.00
W-2220	8" x 6" Reducer	EACH	\$ 320.00	44	\$ 14,080.00	44	\$ 14,080.00	1	\$ 320.00	45	\$ 14,400.00
W-2430	12" x 8" Reducer	EACH	\$ 210.00	5	\$ 1,050.00	5	\$ 1,050.00	-4	\$ (840.00)	1	\$ 210.00
W-2440	12" x 10" Reducer	EACH	\$ 240.00	1	\$ 240.00	1	\$ 240.00	1	\$ 240.00	2	\$ 480.00
W-2510	Cut and Cap Existing Watermain	EACH	\$ 500.00	60	\$ 30,000.00	60	\$ 30,000.00	2	\$ 1,000.00	62	\$ 31,000.00
W-2520	Connect to Existing Watermain	EACH	\$ 1,500.00	75	\$ 112,500.00	75	\$ 112,500.00	5	\$ 7,500.00	80	\$ 120,000.00
W-2530	Watermain Crossing	EACH	\$ 700.00	15	\$ 10,500.00	15	\$ 10,500.00	5	\$ 3,500.00	20	\$ 14,000.00
W-2610	Hydrant Assembly	EACH	\$ 4,000.00	35	\$ 140,000.00	35	\$ 140,000.00	2	\$ 8,000.00	37	\$ 148,000.00
W-2660	Abandon Existing Valve Box	EACH	\$ 20.00	30	\$ 600.00	30	\$ 600.00	7	\$ 140.00	37	\$ 740.00
W-2820	Insulating Watermain	SFT	\$ 1.50	5,000	\$ 7,500.00	5,000	\$ 7,500.00	-2946	\$ (4,419.00)	2,054	\$ 3,081.00
W-2900	Auxiliary Watermain Connection	EACH	\$ 300.00	85	\$ 25,500.00	85	\$ 25,500.00	-6	\$ (1,800.00)	79	\$ 23,700.00
W-0940	3" Type K Copper Water Service	LFT	\$ 22.00	2,500	\$ 55,000.00	2,500	\$ 55,000.00	299	\$ 6,578.00	2,799	\$ 61,578.00
W-0950	Push Bore 1" Type K Copper Water Service	LFT	\$ 23.50	3,500	\$ 82,250.00	3,500	\$ 82,250.00	4	\$ 94.00	3,504	\$ 82,344.00
W-1020	1" Corporation Stop	EACH	\$ 75.00	175	\$ 13,125.00	175	\$ 13,125.00	4	\$ 300.00	179	\$ 13,425.00
W-1120	1" Curb Stop and Box	EACH	\$ 140.00	175	\$ 24,500.00	175	\$ 24,500.00	4	\$ 560.00	179	\$ 25,060.00
W-1210	Connect to Existing Water Service	EACH	\$ 300.00	175	\$ 52,500.00	175	\$ 52,500.00	5	\$ 1,500.00	180	\$ 54,000.00
W-1310	Insulating Water Services	SFT	\$ 1.50	5,600	\$ 8,400.00	5,600	\$ 8,400.00	656	\$ 984.00	6,256	\$ 9,384.00
					\$ 3,066,624.00		\$ 4,408,727.45		\$ 24,247.90		\$ 4,432,975.35

15(d)

Change Order No. 2

Date of Issuance:	Effective Date:
Owner: <b>City of Ishpeming</b>	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: <b>GEI Consultants of Michigan, P.C.</b>	Engineer's Project No.: <b>1508090</b>
Project: <b>RD Water System Improvements</b>	Contract Name: <b>Contract II</b>

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

Description: Change Order to add pay item for Ishpeming Hill Booster Station SCADA.

Attachments: Contractor Pricing and Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>4,256,816.06</u>	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$ <u>1,545,015.46</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order:  \$ <u>5,801,831.52</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>41,886.60</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>5,843,718.12</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



Construction Cost Tracking and Change Orders  
City of Ishpeming - RD Water System Improvements  
Contract II

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	Previous Contract Quantity	Previous Contract Amount	C.O. #2 Quantity	C.O. #2 Extension	Revised Contract Quantity	Revised Contract Extension
ALTERNATE D											
CO-0001	Ishpeming Hills Booster Station SCADA	LSUM	\$ 41,886.60	-	\$ -	0	\$ -	1	\$ 41,886.60	1	\$ 41,886.60
					\$ 4,256,816.06		\$ 5,801,831.52		\$ 41,886.60		\$ 5,843,718.12

**Fabbri, Brian**

---

**From:** Aaron Carr <ACarr@lindberginc.com>  
**Sent:** Wednesday, February 21, 2018 10:19 AM  
**To:** Stoor, Mark; Fabbri, Brian  
**Cc:** Gary Saari  
**Subject:** Park st lift station proposals - 3 options  
**Attachments:** Park Street Lift Station (Option A B) and Ishpeming Hills Booster Station (Option C) Proposal.pdf

Gentleman,

Please see attached proposals from B&B Electric with Talsma Controls for the Optional packages requested for additional SCADA work for the Ishpeming RD Watersystem Project. Please add an additional 5% markup/overhead costs to whatever options you decided, which is not included in these numbers.

Any question feel free to call.

Aaron Carr  
Superintendent  
acarr@lindberginc.com

A. Lindberg & Sons, Inc.  
599 Washington St.  
Ishpeming, MI 49849  
PH:906-486-4459; FAX: 906-486-6550; CELL: 906-361-0923

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## **B&B ELECTRICAL CONTRACTORS, INC.**

**627 CIRCLE DRIVE - IRON MOUNTAIN, MI 49801**

**PHONE 906-774-9790 FAX 906-774-9791**

February 18, 2018

Aaron Carr  
Lindberg Inc.

Re: Park Street Lift Station (Option A & B)  
Ishpeming Hills Booster Station (Option C)  
City Of Ishpeming – RD Water System Improvements Contract II  
B&B Electrical Contractors, Inc. Proposal No. 17719-1

We are pleased to offer our lump sum proposal for the above referenced project.

Price is based on information and pricing from Talsma Controls

**A. Install new submersible level transmitter and digital pump controller**

1. This option includes providing a new submersible level transmitter and digital panel meter (retro fit into existing control panel). This equipment would replace the pump control float switches, but the low and high float switches would remain in place.
  - a. Endress and Hauser submersible level transmitter
  - b. Precision Digital PD6000 digital panel meter
  - c. P&R intrinsically safe barrier
2. Service Included:
  - a. Panel modifications
  - b. Update existing drawings (the existing drawings will be re-drawn in Autocad)
  - c. Instrument configuration
  - d. Startup/Commissioning/Training
  - e. Documentation Requirements
  - f. Level Transmitter installation
  - g. Field Wiring

**B. Provide new pump control panel (includes SCADA equipment)**

1. This option consists of replacing the existing control panel with a new control panel (to be mounted on the north wall of existing building). The existing control panel would remain in place and serve as a pull/junction box for field wiring. New pump controllers would be installed in this enclosure. Level control would be performed by the submersible level transmitter and with the low and high float switches performing backup control and alarms.
  - a. Hoffman Concept series enclosure and back panel
  - b. Micrologix 1400 PLC
  - c. Expansion Analog Modules (as required)
  - d. Panelview Plus 700 Color Touchscreen
  - e. 5-port Ethernet Switch
  - f. 650 VA UPS
  - g. 24 VDC Power Supply
  - h. Panel Mounted Components (i.e., indicating lights, etc.)
  - i. Endress and Hauser submersible level transmitter
  - j. P&R intrinsically safe barrier
  - k. Phoenix Contact RAD-ISM-900 SCADA Radio
  - l. Coax Surge Arrestor
  - m. Yagi Antenna and mounting hardware
  - n. LMR 400 Coax complete with terminations
2. Service Included:

- a. PLC program development
- b. HMI program development
- c. Instrument configuration
- d. Startup/Training
- e. Documentation Requirements
- f. SCADA Master Location (DPW HMI) integration
- g. Panel installation
- h. Level Transmitter installation
- i. Field Wiring
- j. Pole (Antenna Mount)

**C. Provide SCADA Connection To Ishpeming Hills Booster Pump Station**

1. This option consists of modifying/adding the components necessary to provide SCADA connectivity to the Ishpeming Hills Booster Pump House. The existing PLC and HMI would be replaced with Ethernet capable devices, add an Ethernet switch, SCADA radio and associated cabling and antenna.
  - a. Micrologix 1400 PLC
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  - c. 5-port Ethernet Switch
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  - c. Startup/Training
  - d. Documentation Requirements
  - e. SCADA Master Location (DPW HMI) integration
  - f. Field Wiring
  - g. Pole (Antenna Mount)

**Pricing**

Option A – Park Street Lift Station - New level transmitter and digital controller.	\$15,650.00
Option B – Park Street Lift Station - New SCADA compatible control panel	\$48,865.00
Option C – Ishpeming Hills Booster Station - New SCADA compatible update	\$39,892.00

Note: A \$1,200 credit can be offered for options B and or C if a wooden pole and setting are not required.

Very truly yours,  
B&B Electrical Contractors, Inc.

*Donald Leake*

Donald Leake  
Vice President

LB  
LF  
Proposal File No: 17719-1



Change Order No. 2

Date of Issuance:	Effective Date:
Owner: <b>City of Ishpeming</b>	Owner's Contract No.:
Contractor: <b>A. Lindberg and Sons</b>	Contractor's Project No.:
Engineer: <b>GEI Consultants of Michigan, P.C.</b>	Engineer's Project No.: <b>1508090</b>
Project: <b>RD Water System Improvements</b>	Contract Name: <b>Contract III</b>

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

Description: Change order to balance quantities on Cliff Street and add quantities for additional paving on Cliff Street and west half of 2<sup>nd</sup> Street. Also, add pay items for Subbase Removal and Park Street Lift Station SCADA.

Attachments: Contractor Pricing and Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>565,602.50</u>	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :  \$ <u>4,500.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order:  \$ <u>570,102.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>126,201.90</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>696,304.40</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	Previous Contract Quantity	Previous Contract Amount	C.O. #2 Quantity	C.O. #2 Extension	Revised Contract Quantity	Revised Contract Extension
<b>BASE BID - CONTRACT I</b>											
M-0610	Utility Pole Bracing	EACH	\$ 1.00	5.00	\$ 5.00	5	\$ 5.00	-5	\$ (5.00)	0	\$ 0
M-1990	Remove & Replace Signs	EACH	\$ 125.00	1.00	\$ 125.00	1	\$ 125.00	-1	\$ (125.00)	0	\$ 0
R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	SYD	\$ 2.50	95.00	\$ 237.50	95	\$ 237.50	-2	\$ (5.00)	93	\$ 232.50
R-0120	Remove Concrete Curb and/or Gutter	LFT	\$ 2.50	190.00	\$ 475.00	190	\$ 475.00	20	\$ 50.00	210	\$ 525.00
R-0150	Rock Excavation	CYD	\$ 40.00	330.00	\$ 13,200.00	330	\$ 13,200.00	-291	\$ (11,640.00)	39	\$ 1,560.00
R-0220	Subbase, MDOT Class II, 12" (CIP)	SYD	\$ 2.00	5,500.00	\$ 11,000.00	5,500	\$ 11,000.00	2,750	\$ 5,500.00	8,250	\$ 16,500.00
R-0320	Aggregate Base Under Bit. MDOT 22A, 8" (CIP)	SYD	\$ 5.00	5,500.00	\$ 27,500.00	5,500	\$ 27,500.00	2,955	\$ 14,775.00	8,455	\$ 42,275.00
R-0410	Imported Trench Backfill, (CIP)	CYD	\$ 2.00	2,485.00	\$ 4,970.00	2,485	\$ 4,970.00	-1,309	\$ (2,618.00)	1,176	\$ 2,352.00
R-0710	Bituminous Mixture, MDOT 13A - Levelling Course	TON	\$ 59.50	527.00	\$ 31,356.50	527	\$ 31,356.50	332.67	\$ 19,793.87	860	\$ 51,150.37
R-0720	Bituminous Mixture, MDOT 13A - Top Course	TON	\$ 61.00	504.00	\$ 30,744.00	504	\$ 30,744.00	441.39	\$ 26,924.79	945	\$ 57,668.79
R-0740	2" Bituminous Driveway Approach, MDOT 13A	TON	\$ 109.00	27.00	\$ 2,943.00	27	\$ 2,943.00	-14.42	\$ (1,571.71)	13	\$ 1,371.29
R-0810	Gravel Driveway Approach, MDOT 23A, 6" (CIP)	SYD	\$ 3.50	40.00	\$ 140.00	40	\$ 140.00	-38	\$ (133.00)	2	\$ 7.00
R-0930	Concrete Driveway Approach, 6"	SFT	\$ 5.25	20.00	\$ 105.00	20	\$ 105.00	-20	\$ (105.00)	0	\$ 0
R-0945	E-Curb	LFT	\$ 16.00	160.00	\$ 2,560.00	160	\$ 2,560.00	25	\$ 400.00	185	\$ 2,960.00
S-0110	8" SDR-26 PVC Sanitary Sewer Main	LFT	\$ 36.00	2,740.00	\$ 98,640.00	2,740	\$ 98,640.00	-29.5	\$ (1,062.00)	2,711	\$ 97,578.00
S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	LFT	\$ 24.00	485.00	\$ 11,640.00	485	\$ 11,640.00	280.5	\$ 6,732.00	766	\$ 18,372.00
S-0525	8"x6" Wye	EA	\$ 90.00	23.00	\$ 2,070.00	23	\$ 2,070.00	1	\$ 90.00	24	\$ 2,160.00
S-0710	4" Dia. Precast Concrete Standard Sanitary Manhole (0'-8")	EA	\$ 2,200.00	22.00	\$ 48,400.00	22	\$ 48,400.00	1	\$ 2,200.00	23	\$ 50,600.00
S-0810	Add'l Depth 4' Dia. Precast Conc. Std. San. MH (Over 8')	VFT	\$ 115.00	40.30	\$ 4,634.50	40	\$ 4,634.50	0.58	\$ 66.70	41	\$ 4,701.20
S-0910	Drainage Structure Cover	EA	\$ 1,200.00	20.00	\$ 24,000.00	20	\$ 24,000.00	1	\$ 1,200.00	21	\$ 25,200.00
S-1010	Connect to Existing Sanitary Sewer Lateral	EA	\$ 75.00	17.00	\$ 1,275.00	17	\$ 1,275.00	12	\$ 900.00	29	\$ 2,175.00
S-1020	Connect to Existing Sanitary Sewer Main	EA	\$ 160.00	11.00	\$ 1,760.00	11	\$ 1,760.00	2	\$ 320.00	13	\$ 2,080.00
S-1220	Post-Construction Sanitary Sewer Telescoping	LFT	\$ 2.00	4,050.00	\$ 8,100.00	4,050	\$ 8,100.00	-29.5	\$ (59.00)	4,021	\$ 8,041.00
D-0830	Adjust Structure Cover	EA	\$ 55.00	-	\$ -	0	\$ -	23	\$ 1,265.00	23	\$ 1,265.00
CO-0001	Subbase Removal	CYD	\$ 6.00	-	\$ -	0	\$ -	2,000	\$ 12,000.00	2,000	\$ 12,000.00
CO-0001	Park Street Lift Station SCADA	LSUM	\$ 51,308.25	-	\$ -	0	\$ -	1	\$ 51,308.25	1	\$ 51,308.25
					\$ 565,602.50		\$ 570,102.50		\$ 126,201.90		\$ 696,304.40

**Fabbri, Brian**

---

**From:** Aaron Carr <ACarr@lindberginc.com>  
**Sent:** Wednesday, February 21, 2018 10:19 AM  
**To:** Stoor, Mark; Fabbri, Brian  
**Cc:** Gary Saari  
**Subject:** Park st lift station proposals - 3 options  
**Attachments:** Park Street Lift Station (Option A B) and Ishpeming Hills Booster Station (Option C) Proposal.pdf

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599 Washington St.  
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**PHONE 906-774-9790 FAX 906-774-9791**

February 18, 2018

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B&B Electrical Contractors, Inc.

*Donald Leake*

Donald Leake  
Vice President

LB  
LF  
Proposal File No: 17719-1



8th Addition	
Poplar Street	\$ 73,000.00
Duncan Avenue	\$ 81,000.00
Elliot Street	\$ 85,000.00
Jopling Street	\$ 50,000.00
Mather Avenue	\$ 90,000.00
Hewitt Street	\$ 26,000.00
Hickory Street	\$ 55,000.00
Hemlock Street	\$ 20,000.00
Beech/White/Walnut	\$ 32,000.00
Total -->	<b>\$ 512,000.00</b>

West Ishpeming	
Washington Street	\$ 95,000.00
Total -->	<b>\$ 95,000.00</b>

2nd Street	
2nd Street	\$ 75,000.00
Total -->	<b>\$ 75,000.00</b>

West Division	
Greenwood Street	\$ 33,000.00
Total -->	<b>\$ 33,000.00</b>

Downtown	
Superior Street	\$ 43,000.00
Lake Street	\$ 31,000.00
Pearl Street	\$ 59,000.00
1st Street	\$ 85,000.00
2nd Street	\$ 50,000.00
3rd Street	\$ 17,000.00
4th Street	\$ 11,000.00
Cleveland Avenue	\$ 17,000.00
South Pine Street	\$ 17,000.00
Total -->	<b>\$ 330,000.00</b>

Angeline and Terrace	
South Pine Street	\$ 39,000.00
Saginaw Street	\$ 34,000.00
Total -->	<b>\$ 73,000.00</b>

**City of Ishpeming**  
**Rural Development Water System Improvements**  
**Additional Paving - Estimate of Costs - 2nd Street**

**GEI Job #1508090**

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Extension
R-0220	Subbase, MDOT Class II, 12" (CIP)	2,894	SYD	\$ 2.00	\$ 5,788.00
R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)	2,894	SYD	\$ 5.00	\$ 14,470.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	351	TON	\$ 59.50	\$ 20,884.50
R-0720	Bituminous Mixture, MDOT 13A - Top Course	351	TON	\$ 61.00	\$ 21,411.00
D-0830	Adjust Structure Cover	23	EA	\$ 55.00	\$ 1,265.00
CO-0001	Subbase Removal	1,930	CYD	\$ 6.00	\$ 11,580.00
Total 2nd Street					\$ 75,398.50

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Extension
R-	Bituminous Pavement Removal	2,894	SYD	\$ 3.50	\$ 10,129.00
R-	Fine Grading of Existing Gravel	2,894	SYD	\$ 2.25	\$ 6,511.50
R-	Added Gravel for Grade Adjustment (as needed)	145	TON	\$ 11.00	\$ 1,595.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	351	TON	\$ 59.50	\$ 20,884.50
R-0720	Bituminous Mixture, MDOT 13A - Top Course	351	TON	\$ 61.00	\$ 21,411.00
D-0830	Adjust Structure Cover	23	EA	\$ 55.00	\$ 1,265.00
Total 2nd Street					\$ 61,796.00

## City of Ishpeming

Utility Project Newsletter

March 15, 2018

Dear Utility Customer:

This letter is about the City of Ishpeming Water Improvement Project. Please continue to read this letter, since it contains information about you and your safety. A map of the work areas planned for 2018 is on the reverse side of this letter. As the contractor confirms the schedule for specific work areas, the City will post updates on our website: [www.ishpemingcity.org](http://www.ishpemingcity.org) and on Facebook to inform you when to expect work in specific areas. To save postage, updates will not be mailed, but they will be available at City Hall and online.

As shown on the map, construction will be in many places this year. Areas of work were selected based on a detailed evaluation of the condition of the water and sewer systems. Only the worst areas were selected for repairs. Due to the deteriorated condition of the system, this project is needed to provide safe and reliable drinking water. In 2013, the City began planning this \$12 million project to begin the process of repair to a failing and leaky water system. Because of the high cost, only about 30% of the 45 mile long water system will be replaced at this time.

Additional work will be required in the future, but it is not funded. This \$12 million project is now fully funded. Twenty-five percent of the cost comes from a USDA grant. The other 75% is from USDA bonds.

Your utility bills have been going up to pay for this project, but your bills would have gone up with, or without, this project. The water system was losing about half the water pumped from the municipal wells, wasting water and hundreds of thousands of dollars each year. The wasting of water was rapidly depleting the municipal wells which are not only expensive to replace but may be irreplaceable. The cost of emergency repairs to keep water flowing to homes and businesses adds even more costs. The City Council and staff determined that it would actually cost **less** to fix the system than continue with only emergency repairs. For more details about the funding, necessity, and options considered, please feel free to contact me at City Hall.

About 10% of the project was completed in 2017. About 50 valves were removed and replaced along with mains on Cliffs, Battery, and Hazel Streets. About 90% of the project will be completed in 2018. Three construction crews are set to work all season long to complete the project.

If you live in a work area, access to your property will be closed off and your water will shut off at certain times. Please make arrangements to cope with these challenges. Also, all people must exercise care when in or near construction zones.

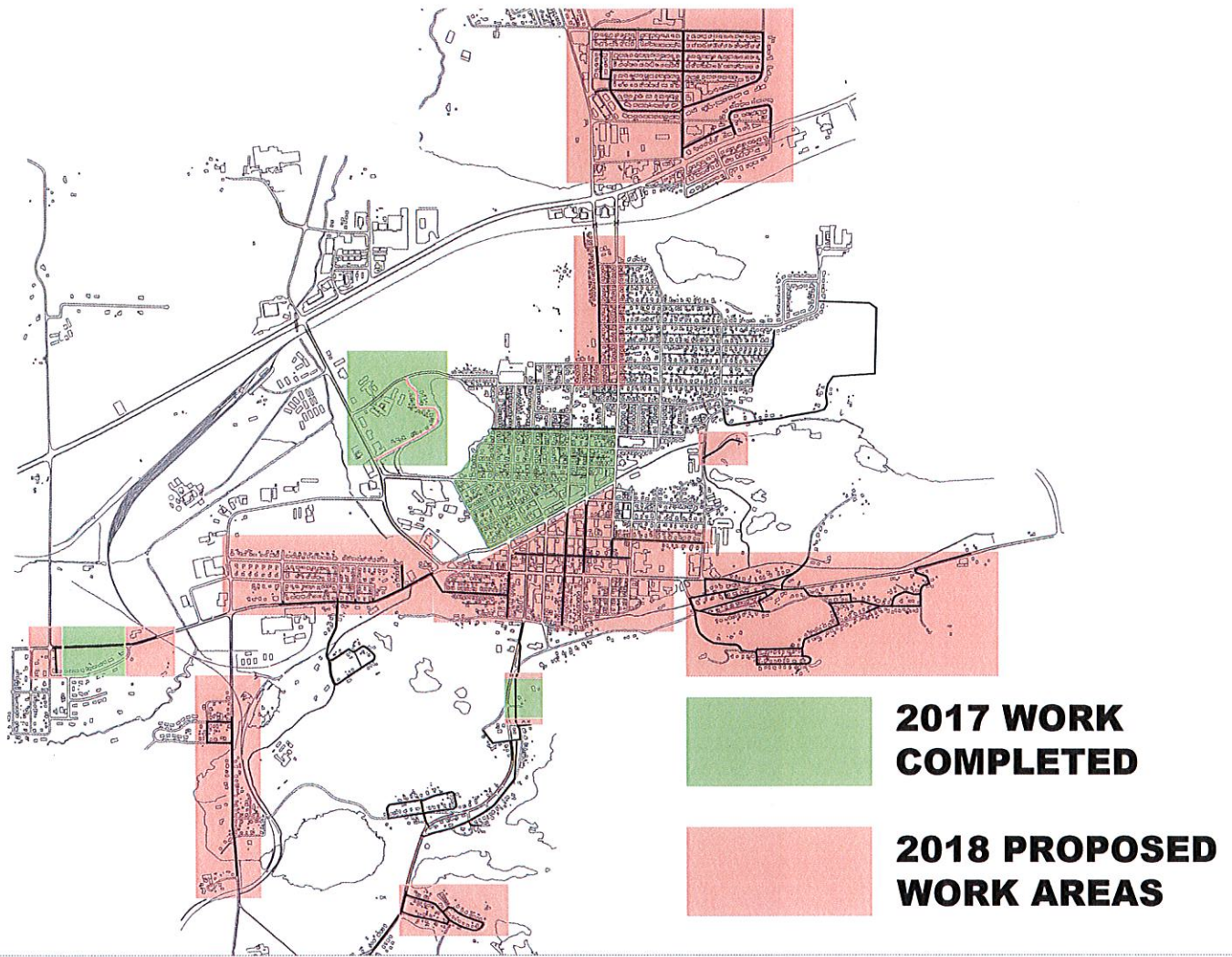
The City engineering consultant originally estimates a cost of about \$16 million to fix the only the worst parts of the City's water distribution system. To keep your cost down, City staff reduced the project scope from \$16 to \$12 million. The plans include removal of lead pipes in water lines up to the curb-stop valve. **Sewer lines from your property to the main and water lines to the curb stop are the property owner's responsibility.** Please be aware that the City will **not connect lead pipes or leaking service lines from your home to the new systems.** If these lines are defective, you will need to make arrangements to replace service lines on your property.

As a community, we are in this together. We all need safe, reliable, and affordable drinking water. City staff will continue to work smart and hard to provide safe water at the most affordable price possible.

Mark Slown, City Manager

March 2018





### **GRANT OF EASEMENT FOR RIGHT-OF-WAY**

The CITY OF ISHPEMING, a Michigan municipal corporation, whose address is 100 E. Division Street, Ishpeming MI 49849, the "grantor" grants to the IRON ORE HERITAGE RECREATION AUTHORITY (IOHT), a Michigan Governmental Unit, the "grantee" whose address is 102 W. Washington Street, #232, Marquette MI 49855 in consideration of one dollar (\$1), the receipt of which is acknowledged, a perpetual easement and right of way, over, and across City of Ishpeming property, with the right to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, replace, and remove a paved non-motorized trail along with trail amenities including signage, benches, electrical wiring, light poles and light fixtures on a property located between the Negaunee/Ishpeming property line westerly to the Cleveland Engine House #4, Division Street, in the City of Ishpeming, Marquette County, Michigan.

A 25 foot wide easement which crosses a part of grantee's premises located in Sections Two (2) and Eleven (11) all in T.47 N., R.27 W. in the City of Ishpeming, Marquette County, Michigan; Described as follows: the Southeast Quarter of the Southeast Quarter (SE1/4-SE14) of said Section Two (2); the North One-half of the Northeast Quarter (N1/2-NE1/4), the North One-half of the Northwest Quarter (N1/2-NW1/4), of said Section Eleven (11) as shown on the Exhibit A.

This easement is subject to all such conditions, exceptions and reservations, as may be contained in the conveyances constituting the recorded chain of title to said premises. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

This easement is granted subject to any and all railroad, telephone, electric transmission line, any restrictive covenants of any prior owner in the chain of title and any other public or private rights now existing, and to all leases heretofore granted by first party to others covering the use of all or any portion of said land.

The Iron Ore Heritage Recreation Authority after constructing or accessing any amenities or utilities shall restore the property to the condition at the commencement of such access. The IOHT shall reimburse the grantor for any damages to the grantor's property caused by the grantee's entry on the premises for the purpose of this Easement.

The IOHT hereby releases, waives, discharges and covenants not to sue the City of Ishpeming, its departments, officers, employees and agents from any and all liability to grantee, its officers, employees and agents for all losses, injury, death or damage and any claims or demands, therefore, on account of injury to person or property, or resulting in death of grantee, its officers, employees, or agents, whether caused by the City of Ishpeming, its departments, officers, employees or agents resulting from the use of the motorized trail.

The IOHT hereby covenants and agrees to indemnify and save harmless, the City of Ishpeming, its departments, officers, employees and agents from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) this Easement; (2) the activities authorized by this Easement; and (3) the use or occupancy of the premises which are subject to this Easement, as well as any other City-owned lands. The indemnification and save harmless agreement shall extend to all loss, injury, death or damage, proximately caused or arising out of the negligence of the City of Ishpeming, its departments, officers, employees and agents.

The IOHT shall provide the City of Ishpeming with a certificate of insurance naming the City of Ishpeming as an additional insured with coverage as noted below, stating the coverage afforded on its policies will not be cancelled, limited or allowed to expire until after 30 days written notice has been given to the City of Ishpeming. IOHT shall maintain coverage at all times during the use of this Easement and said coverage shall meet all the requirements of the Grantor's Municipal-Risk insurance carrier.

Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregated bodily injury, and \$1,000,000 Aggregate Property damage or \$1,000,000 Combined Single Limit.

The above agreements, conditions and covenants shall inure to the benefit of, and shall bind the successors, heirs, and assigns of the parties hereto, whether so expressed or not, and whether such succession or assignment occur through voluntary transfer or conveyance of any sort or by operation of law. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

This conveyance is exempt from state transfer tax pursuant to MCL 207.526 (a) and county transfer tax pursuant to MCL 207.505 (a).

IN WITNESS WHEREOF, City of Ishpeming executed this document, in duplicate, as of \_\_\_\_\_  
\_\_\_\_\_ 2018.

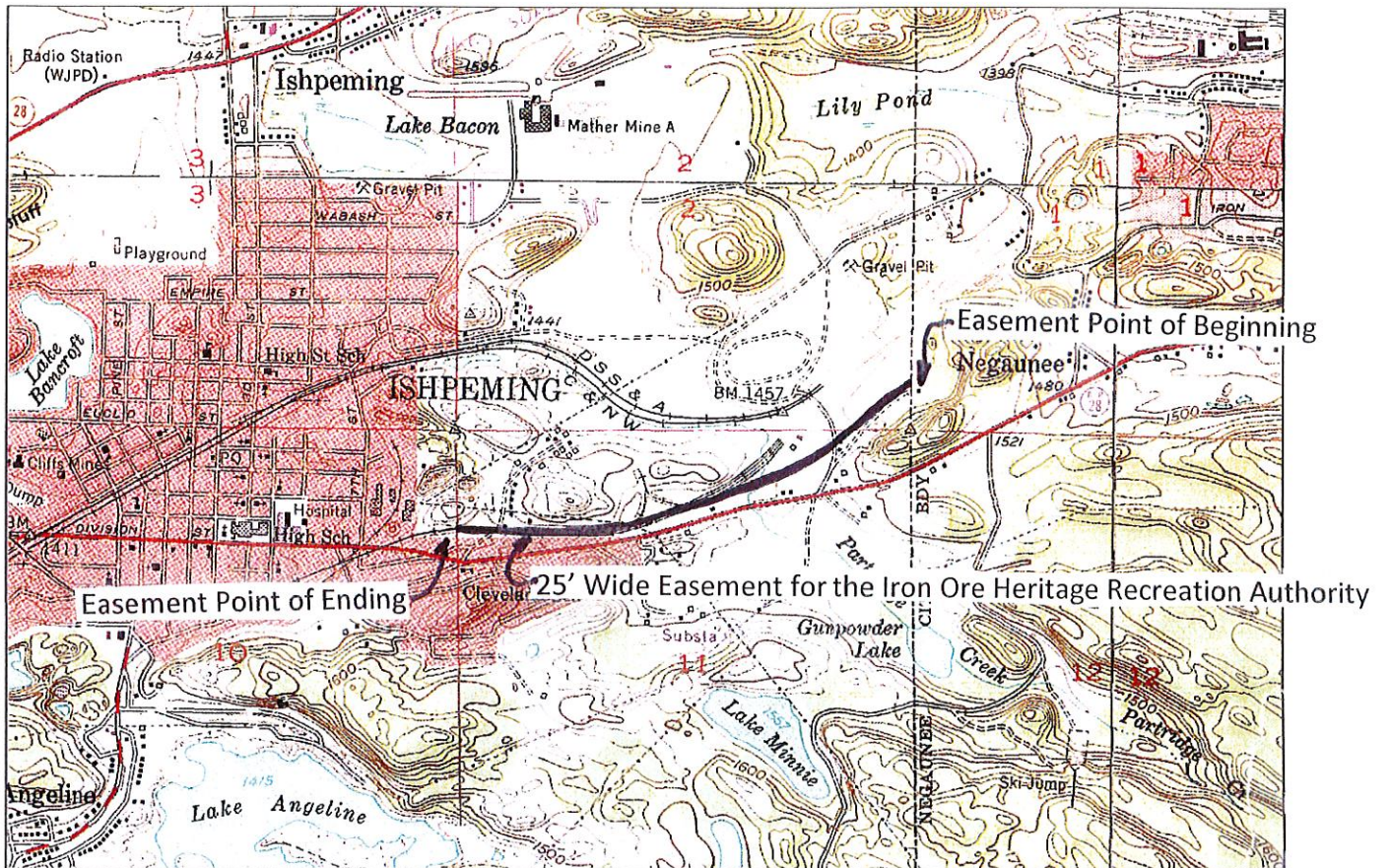
\_\_\_\_\_  
Joseph Juidici, Mayor  
City of Ishpeming

STATE OF MICHIGAN       )  
                                      )  
COUNTY OF MARQUETTE   )

The foregoing instrument was acknowledged before me, a Notary  
Public



EXHIBIT A  
EASEMENT DESCRIPTION MAP



— SCALE 1 mile —

N  
MAR 21 2018

8

Memo

To: City Council Members

March 20, 2018

Subject: Tire Purchase

Tires on loader #300 were worn to the point of being unsafe. These tires had been in service for 18 years. DPW ordered the tires and installation from Northern Tire in a total amount of \$11,227.56.

DPW investigated Willey's and Poms Tire as alternative sources with the following results:

- Willey's -- \$12,408.72
- Poms -- \$13,040.72 (plus an additional \$1,139.52 to have Northern Tire install the new tires)

Request Council approve the purchase and installation of four loader tires from Northern Tire in the amount of \$11,227.56.

Mark Slown

Willey's Quote Tire Library

ATTN: Dean

BRIDGESTONE - 23.5R25 MS TL G-2 VSW

**BRIDGESTONE**

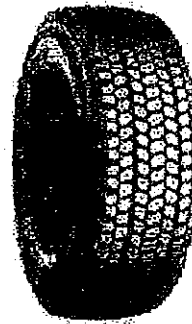
Radial OTR Earthmover (E-2), Grader (G-2) and Loader (L-2) tire especially Developed for Machines Used in Snow Removal Work.

**FEATURES**

- All season service, requiring no replacement during summer

**BENEFITS**

- Excellent traction from a standing start and during acceleration
- Superior cornering and braking performance on icy, packed or soft snow
- Exceptional retreadability



State Net <sup>EA</sup> \$2,953.18  
 Off Road Co 94.00 <sup>EA</sup>  
 Scrap 55.00 <sup>EA</sup>

\$3,102.18 Total for one

Scott said we will change for city <sup>x4</sup>

Total: \$12,408.72

**Specifications**

Manufacturer Item Number	423750
Make	BRIDGESTONE
Model	VSW (V-STEEL SNOW WEDGE)
Display Name	23.5R25 MS TL G-2 VSW
Rim Size (inch)	25
Inch Width (inch)	23.5

# Northern Tire Inc

# INVOICE 72742

1880 US 41 West  
Ishpeming, MI 49849

Invoice Date: Feb 20, 2018

Page: 1

906-486-4463

**Bill To:**

CITY OF ISHPEMING  
ACCOUNTS PAYABLE  
CITY BUILDING  
ISHPEMING, MI 49849


**Ship to:**

DEAN  
ACCOUNTS PAYABLE  
CITY BUILDING  
ISHPEMING, MI 49849

Customer ID	Customer PO	Payment Terms	
CITISH		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	OUR TRUCK		3/22/18

Quantity	Item	Description	Unit Price	Amount
4.00	423750	23.5R25 VSW BRIDGESTONE DE2 F7K482166, F7K482171 F7K482167, F8S186152	2,726.01	10,904.04
4.00	OR325T	25" HALTEC ORING INSTALLED	5.88	23.52
12.00	TIRELIFE	ALL WEATHER TIRE LIFE INSTALLED	25.00	300.00

661-523-7410

Rec'd By: 	Subtotal	11,227.56
	Sales Tax	
	Freight	
	Total Invoice Amount	11,227.56
Date:	Payment/Credit Applied	
	<b>TOTAL</b>	<b>11,227.56</b>

Thank You for your Business!



Twin City Office:  
1660 99th Lane N E  
Blaine, MN 55449  
Phone: (763) 783-1552  
FAX: (763) 783-1558

General Office:  
1205 7th Avenue East  
P.O. Box 909  
Hibbing, MN 55746  
Phone: (218) 263-6845  
FAX: (218) 262-5025

Michigan Office:  
25 Midway Industrial Park Rd.  
Negaunee, MI 49866  
Phone: (906) 226-2804  
FAX: (906) 226-3265

3/20/18 Alex-Pomps

fire 23.5 R25 Bridgestone

tire each	2948 <sup>18</sup>
DISMOUNT+MOUNT	115 <sup>-</sup>
tire life	114 <sup>-</sup>
SCRAP	83 <sup>-</sup>
	<hr/>
	3260 <sup>18</sup>
	x 4
	<hr/>
	13040 <sup>72</sup>

truck + labor 160<sup>00</sup> per hr  
56 hrs