

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD

MICHIGAN | *Find Your North*

Phone: (906) 932-5050
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www.cityofironwood.org

AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
MONDAY, JANUARY 10, 2022
Regular Meeting - 5:30 P.M.

LOCATION: IRONWOOD MEMORIAL BUILDING AUDITORIUM
213 S. MARQUETTE ST.
IRONWOOD, MI 49938

ZOOM OPTION AVAILABLE

(Please visit the City website at www.cityofironwood.org or the notice posted at the Memorial Building for Zoom Webinar login instructions.)

5:30 P.M.

- A. Regular Meeting Called to Order.
Pledge of Allegiance.
- B. Recording of the Roll.
- C. Approval of the Consent Agenda.*

All items with an asterisk () are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of those items unless a Commission member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.*

- *1) Approval of Minutes – Regular City Commission Meeting Minutes of December 27, 2021.
- *2) Carnegie Library Board Minutes of November 16, 2021.

- D. Approval of the Agenda.
- E. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).
- F. Citizens wishing to address the Commission on Items not on the Agenda (Three Minute Limit)



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



OLD BUSINESS

- G. Discuss and Consider placing on file the City Audit Report for the fiscal year ended June 30, 2021.
(**CITY AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021 IS AVAILABLE FOR REVIEW ON THE CITY WEBSITE <https://cityofironwood.org/government/documents/> **).
- H. Discuss and Consider setting a public hearing for 5:25 p.m. on Monday, February 14, 2022 to consider approving a special assessment for 420 E. McLeod Avenue, Ironwood, MI for condemnation and demolition of hazardous stairwell.
- I. Discuss and Consider authorizing approving the purchase of a new Vactor Sewer Cleaning Vehicle with a hydrostatic driven vacuum system and declare the current Vactor Vehicle surplus.

NEW BUSINESS

- J. Discuss and Review 2022 Projects List.
- K. Discuss and Consider Resolution #022-001 to comply with the provisions of PA 152.
- L. Discuss and Consider authorizing bids for 2022 Pavement Striping.
- M. Manager's Report.
- N. Other Matters.
- O. Adjournment.

Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held in person and via Zoom at 5:32 P.M. on Monday, December 27, 2021

A. Mayor Corcoran called the regular meeting to order at 5:32 P.M.

B. Recording of the Roll.

PRESENT: Commissioner Andresen, Korpela (via Zoom), Mildren, and Mayor Corcoran.

ABSENT: Semo (excused).

C. Approval of the Consent Agenda.*

*1) Approval of Minutes – Regular City Commission Meeting Minutes of December 13, 2021.

*2) Review and Place on File:

a. Ironwood Housing Commission Meeting Minutes of December 14th.

b. Economic Development Corporation Meeting Minutes of June 2nd, 2021.

c. Ironwood City Commission/Ironwood Planning Commission Joint Work Session Meeting Minutes of December 13, 2021.

*3) Approval of Correction/Clarification of Civic Center Board Replacement

***Motion** was made by Mildren, seconded by Andresen to approve the Consent Agenda. Unanimously passed by roll call vote.*

D. Approval of the Agenda.

***Motion** was made by Andresen, seconded by Mildren, and carried unanimously to approve the Agenda.*

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

Financial reports from Agenda Packet were addressed by Finance Director/Treasurer, Paul Linn for the month ending November 30, 2021.

***Motion** was made by Mildren, seconded by Korpela, and carried to receive, and place on file the Statement of Revenue & Expenditures Report for the month ending November 30, 2021, and the Cash and Investment Summary Report for the month ending November 30, 2021.*

F. Approval of Monthly Check Register Report.

***Motion** was made by Andresen, seconded by Korpela, to approve the Monthly Check Register Report for the month ending November 30, 2021. Unanimously passed by roll call vote.*

- G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).

There were none.

- H. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit)

There were none.

OLD BUSINESS

- I. Discuss and consider approving balancing change order #5 for the City of Ironwood – 2021 Water and Sewer Project to Jake’s Excavating & Landscaping, LLC in the amount of \$63,446.79 and authorize Mayor to sign all applicable documents.

City Manager Scott Erickson explained the change order extends the completion date of the 2021 Water and Sewer Project into June 2022 in order to take care of any additional items on the punch list, i.e. landscaping. No major concerns that the Commission needs to be made aware of.

***Motion** was made by Mildren, seconded by Andresen to approve balancing change order #5 for the City of Ironwood – 2021 Water and Sewer Project to Jake’s Excavating & Landscaping, LLC and authorize Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

- J. Discuss and consider approving Contractor’s Pay Request No. 7 for the City of Ironwood – 2021 Water and Sewer Project to Jake’s Excavating & Landscaping, LLC in the amount of \$63,446.79 and authorize Mayor to sign all applicable documents.

City Manager Scott Erickson stated the pay request is for work completed on the project. There are a few remaining punch list items. The City is retaining a little over \$8,000 for work to be completed in the spring.

***Motion** was made by Mildren, seconded by Korpela to approve Contractor’s Pay Request No. 7 for the City of Ironwood – 2021 Water and Sewer Project to Jake’s Excavating & Landscaping, LLC in the amount of \$63,446.79 and authorize Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

NEW BUSINESS

- K. Discuss and consider approving Engineering Services Agreement with Coleman Engineering for the 2022/2023 Hemlock Street MDOT Small Urban Grant Project (from Ridge Street to U.S. Highway 2).

City Manager Scott Erickson stated this grant has been on the radar a few years. The City of

Ironwood is eligible for small urban grant funding. We manage our own roads. It would be a full reconstruct on Hemlock with concrete curbing, gutter, concrete sidewalk, and a new asphalt surface as well as a look at utilities to determine to what extent we would be relining the water and sanitary sewer, etc. The maximum amount of Small Urban Grant funding for this project is \$375,000. The estimated cost is \$623,750 which includes engineering costs. The balance of the funding would come from the city's major street fund and general fund. Commissioner Andresen noted there is currently only one sidewalk on Hemlock. City Manager Scott Erickson confirmed there would be one sidewalk, on the West side. Commissioner Andresen stated that currently there is no bike lane for that portion of Hemlock. City Manager Scott Erickson stated the intent would be to extend the same type of road there which would mean extending and including a bike lane. The City of Ironwood is eligible every two years for this type of funding.

***Motion** was made by Mildren, seconded by Korpela to approve the Engineering Services Agreement with Coleman Engineering for the 2022/2023 Hemlock Street MDOT Small Urban Grant Project (from Ridge Street to U. S. Highway 2). Unanimously passed by roll call vote.*

L. Discuss and consider authorizing bids for the 2022/2023 Hemlock Street MDOT Small Urban Grant Project (from Ridge Street to U.S. Highway 2).

City Manager Scott Erickson noted this is the second part of the Small Urban Grant Project. Coleman Engineering would do the design work with the contract. The City of Ironwood hires the engineer. Coleman Engineering will do the design, and MDOT runs it through their bidding process. Bidding and design would take place in the Summer/Fall of 2022. Construction would take place in 2023.

***Motion** was made by Andresen, seconded by Mildren and carried unanimously to authorize bids for the 2022/2023 Hemlock Street MDOT Small Urban Grant Project (from Ridge Street to U.S. Highway 2).*

M. Manager's Report.

City Manager Scott B. Erickson verbally gave the Manager's report noting the following items:

- * The City Manager wished everyone a happy, productive and safe New Year! At a future meeting, we will be reviewing the list of projects and tasks identified for the upcoming year. It was a busy summer with the projects that have been undertaken. We will go over everything coming up in the pipeline, and with the budget process we can add on.
- * The auditors completed the audit review at the City Offices and will be presenting their final report at the first City Commission meeting in January 2022. Finance Director/Treasurer Paul Linn confirmed there will be a work session for the Commission before the January 10th meeting where the final report will be presented.
- * The blighted residential structure at 110 E. Birch Street has been demolished and removed from the site. The City Commission previously declared this structure a public nuisance and approved this property for demolition.
- * Events coming up are as follows:

Pro-vintage snowmobile races at the Gogebic County Fairgrounds Saturday, January 1st, 2022.

Downtown First Friday event January 7th, 2022.

Ironwood Snowmobile Olympus January 8 & 9th, 2022 and SISU Ski Fest cross country ski marathon Saturday, January 8, 2022.

- * Also a reminder that tonite there is the Miner's Park Candlelight Snowshoe Event/Fundraiser from 6:00 p.m. to 8:00 p.m. starting at the Aurora Club for anyone interested in supporting them.

N. Other Matters.

Commissioner Mildren stated he has been on social media, went downtown to talk to store owners, and noted there are many comments on how the city lighting has been beautiful this year. Local businesses are working together now. Stormy Kromer has orders from throughout the nation. Their items fit so well with our community. Ironwood has been voted as one of top 10 communities for Christmas in Michigan. Rigoni's Bakery has been receiving orders for Christmas cookies from around the country. Skating at the Civic Center and SISU are going great guns. As the old saying goes, the community is "as good as sliced bread". We are viewed around the State as a Christmas destination; how nice to say that. And Happy New Year to everyone.

Commissioner Korpela noted she had the same comments that Commissioner Mildren stated so eloquently.

Mayor Corcoran wanted to wish everyone a Happy New Year and a successful year. She is looking forward to next year and the work that is planned going into 2022.

O. Adjournment.

Motion was made by Andresen, seconded by Mildren, and carried to adjourn the meeting at 5:52 p.m..

Kim S. Corcoran, Mayor

Wendy L. Hagstrom, City Clerk

IRONWOOD CARNEGIE LIBRARY MINUTES

Regular Library Board Meeting

4pm Tuesday, November 16 **2021**

Meeting held at Ironwood Memorial Building

- I. Call to order.** Attending- Lynne Wiercinski, Helen Slining, Wendy Hicks
Absent- Amber Hurkmans, Kim Corcoran, Kathi Maciejewski
- II. Approval of October Financial Reports (including bills):** Pam moved, Helen seconded, passed Unanimously.
- III. Approval of October Meeting Minutes:** Pam moved, Helen seconded, passed unanimously.
- IV. Adjustments to the Agenda :** None
- V. Continuing/old Business**
 - a. Phased Reopening Status/Covid Mitigation:** After a meeting with Library of MI, we are bound by MIOSHA. The library is continuing to add programming for adults but not children. (indoors) The Children's Resource room is not open yet.
 - b. Building/Maintenance updates:** We will be switching to Four Seasons for snow removal at a rate of \$1100 for the winter. Lynne has been trying to get a bill for lawn care.
 - c. Grants/ Fundraising:** Lynne is getting ready for the Annual Appeal. The library received a Memorial from Marilyn Butsen that will target children's programming.
 - d. Statistics:** The library is holding at about 80% of pre-Covid. October '19 was 1761, October '20-1098, and October '21-1416.
 - e. Volunteer Fair review:** The setup of the fair was amazing, with about 30 organizations represented. It was great to see all of the organizations mingling and talking to each other.
- VI. New Business**
 - a. Board position and upcoming election of officers:** Wendy Hicks' position is coming up after December and will be posted. Election of officers will take place in January.
 - b. Library/School Partnership:** Lynne spoke with principal Melissa Nigh about SORA, which provides students with a free membership to Overdrive through the library. The school registers for SORA and then library gives access to our online resources. We hope this will be set up by the New Year. Circulation stats will be included in library reports but no student names will be given to library
 - c. Book Selection Policy:** Lynne has worked on the policy for the past several months, using other libraries and the ALA as resources. A motion was made to accept the Book Selection Policy. Helen moved, Wendy seconded, passed unanimously.
 - d. Jack Frost:** The Jack Frost Festival is going ahead. On 12/4, Lynne has proposed that the ROTC can gather inside the library, along with registration for the Santa Dash. There will be a table outside for the Open House with cookies and hot cider. People will be needed to work, rotating inside and outside
 - e. District Library-Meeting:** On 11/29 at 5:00 pm, the City Commission and Library Board will meet for a workshop. Library of Michigan will present virtually, providing information on district libraries and answering questions. On 12/9 at 10:00 am, all of the local cities and townships have been invited to a meeting to discuss the formation of a District Library.
 - f. Staff Gratuities:** All staff will receive \$50 for Christmas, as allotted in the '20-'21 budget.
Pam moved, Wendy seconded, passed unanimously.
- VII. Director Report**
- VIII. Board Comments:** None
- Public invitation to be heard.**
(5-minute limitation per speaker)
- X. Adjournment.** 5:04 pm

Amber Hurkmans
Wendy M. Hicks

RESOLUTION #022-002
A RESOLUTION FOR ABATEMENT EXPENSE
OF 420 E. MCLEOD AVENUE AND NOTICE OF PUBLIC HEARING ON
SPECIAL ASSESSEMENT ROLE

Following a meeting of the City Commission of the City of Ironwood, duly held on January 10, 2022, in the Auditorium of the Municipal/Memorial Building, Ironwood, Michigan, the following Resolution was offered by Commissioner _____, supported by Commissioner _____.

WHEREAS, the condemnation and subsequent abatement has been completed and the cleanup involved the removal of a dangerous and hazardous exterior stairwell at this location.

WHEREAS, the cleanup costs of the City were as follows:

Labor Costs:	\$ 454.55
Equipment Costs:	\$ 484.53
Disposal Costs:	\$ 567.28
<u>Material to secure the building</u>	<u>\$ 88.97</u>
Total Cleanup Costs:	\$1,595.33 ; and

WHEREAS, the City Commission after examination of the City Manager's report, determined what amount or part of each such expense shall be charged to the person, if known, and the premises upon which the expense shall be levied.

WHEREAS, the City Commission will set a public hearing for 5:25 p.m., Monday, February 14, 2022, in the City of Ironwood Memorial Building located at 213 S. Marquette Street, to hear comment on the proposed assessment role.

NOW, THEREFORE, the total cost for the abatement is \$1,595.33. If no payment is made to the City of Ironwood, within (30) days, the City Treasurer is hereby authorized to enforce payment upon the owner(s) and the subject premises by way of special assessment. The costs shall be a lien on the subject premises and the City Treasurer shall at the end of the payment plan on the subsequent first day of May, certify all charges at least 6 months delinquent as of the thirty-first day of April preceding to the City Assessor, who shall place the same on the next tax roll of the City as a lien upon the subject premises. Such costs so assessed shall be collected in the same manner as general City taxes, except same cannot be the sole basis for tax foreclosure.

Roll call vote was taken: Ayes: _____ Nays _____.

STATE OF MICHIGAN)
) ss.
COUNTY OF GOGEBIC)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by; the Ironwood City Commission, County of Gogebic, State of Michigan, at a regular meeting held on _____, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Act of Michigan, 1967, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Wendy L. Hagstrom, City Clerk

420 E. McLoed Ave. Demo By DPW Employees

Employee Costs

<i>Date</i>	<i>Employee</i>	<i>Hours</i>	<i>wages (with benefits)</i>	<i>Total</i>
11/10/2021	651	5	\$48.27	\$241.35
11/10/2021	655	5	\$42.64	\$213.20

Total: \$454.55

Equipment Costs

<i>Date</i>	<i>Equipment</i>	<i>Hours</i>	<i>rate</i>	<i>Total</i>
11/10/2021	71	1	\$64.47	\$64.47
11/10/2021	861	1	\$14.86	\$14.86
11/10/2021	86	4	\$41.93	\$167.72
11/10/2021	70	4	\$59.37	\$237.48

Total: \$484.53

Disposal Costs

<i>Date</i>	<i>Company</i>	<i>Ticket Number</i>	<i>Cost</i>
11/10/2021	GRSWMA	503452	\$121.30
		503459	\$97.54
		503462	\$112.66
		503467	\$235.78

Total: \$567.28

Miscellaneous Costs

<i>Date</i>	<i>Company</i>	<i>Ticket Number</i>	<i>Cost</i>
11/10/2021	Forslunds	J94779/1	\$88.97

Total: \$88.97

Cleanup Totals

Employee Costs	\$454.55
Equipment Costs	\$484.53
Disposal Costs	\$567.28
Miscellaneous Costs	\$88.97

Total: \$1,595.33

STATE OF MICHIGAN

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

Petition of the Building Inspector for
a Public Hearing re: A Certain Structure
which constitutes a Public Nuisance.

You're Petitioner, Dennis Hewitt, duly appointed Building Inspector of the City of Ironwood, Michigan, respectfully petitions and shows unto the City Commission of the City of Ironwood as follows:

1. That there is a enclosed stairway structure within the City of Ironwood that is dangerous and hazardous to the health, safety, and welfare of the public and citizens of the City of Ironwood. The said structure is described and situated as follows:

W 1/2 OF LOTS 5, 6, &7 BLOCK 3 AYER & LONGYEAR ADD.

420 E. McLeod Avenue

And that according to the tax rolls of the City of Ironwood, Register of Deeds Records, and such other available information, the owner or owners or representative of the owner of the above described property is:

**Ms. Brittany Ragsdale
116 Beaser Ave.
Ashland, WI. 54806-1250**

2. That the aforesaid enclosed stairway structure is unfit for human habitation or use and is so dilapidated, unsanitary and decayed that it constitutes a menace to and it annoys, injures and endangers the safety, health, morals, comfort and repose of the public and citizens of the City of Ironwood, and that the structure fails to comply with the building, plumbing, electrical and sanitary codes of the City of Ironwood and the State of Michigan, by reason of the following:

- a. **The enclosed stairway on the West side of the building is pulling away from the main structure.**
- b. **The building has been a nuisance to the neighborhood for the past few years.**
- c. **The enclosed stairway on the West side of the building in in disrepair and is a hazard in its present condition.**

Further that the aforesaid enclosed stairway structure constitutes a public nuisance in violation of applicable building, safety and sanitary codes and laws of the City of Ironwood and the State of Michigan, and that the condition is such as to make said enclosed stairway structure valueless and that the cost to rehabilitate it would be prohibitive and would exceed 100 % of the equalized assessed value.

3. That said enclosed stairway structure constitutes a public nuisance and is a dangerous structure, as described in Sec.17-26 et seq. of Chapter 17, Article II of the City Code.

4. That said enclosed stairway structure should be condemned and be ordered torn down and removed or rehabilitated within a reasonable period, work to commence within fifteen (15) days, and be completed within thirty (30) days, all such work to be done by the owner and at the owner's expense. If not done, the City Manager is authorized to see that all

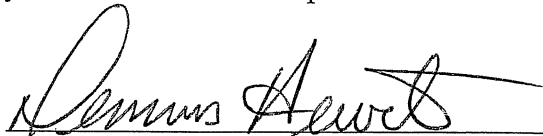
necessary work required to tear down and remove said condemned enclosed stairway structure is carried out and the cost of such abatement incurred by the City of Ironwood be charged against the premises and owner as provided in Sec. 17.3 (d) of the City Code.

5. That it is requested that the City Commission of the City of Ironwood pass a resolution ordering the owner, or owner's, or representatives of the owner, of said dangerous structure to appear before the City Commission at a Public Hearing and show cause, if any he or they have, why said dangerous enclosed stairway structure should not be condemned and should not be ordered removed or rehabilitated at the owner's expense, within a reasonable amount of time, and that a copy of said resolution be ordered served (RD, RRR) upon the owner or owners, or representatives of the owner at least ten (10) days before said hearing.

6. That the City Commission of the City of Ironwood is authorized and permitted to pass such a resolution and to hold a hearing in matters of abatement of dangerous structures as public nuisances and issue such orders as may be necessary following a Public Hearing under regulations of said Code and Act No. 61, Public Acts of 1969 of the State of Michigan, all for the health, safety and welfare of the inhabitants of the City of Ironwood.

WHEREFORE, your petitioner respectfully requests that a resolution be adopted and passed by the City Commission of the City of Ironwood as above petitioned.

Dated: August 5, 2021



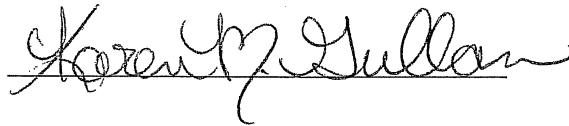
STATE OF MICHIGAN)

(SS

COUNTY OF GOGEBIC)

On this 5th day of August, 2021 before me

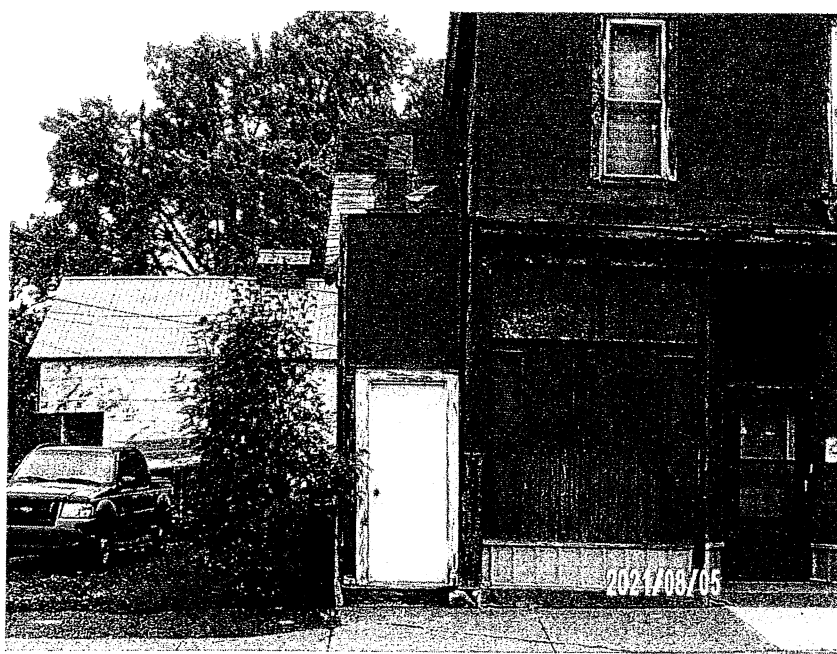
a Notary Public in and for said County personally appeared Dennis C. Hewitt, Building Inspector, of the City of Ironwood, Michigan, who made oath that he has read the foregoing petition by him signed and he knows the contents thereof and the same is true of his own knowledge, except as to such matters therein stated to be upon information and belief and as to these matters he believes them to be true.

A handwritten signature in cursive script, reading "Karen M. Gullan", written over a horizontal line.

Notary Public, Gogebic County, Mich.

My Commission expires 7-1-23.





STATE OF MICHIGAN

Resolution No. 021-021

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

Resolution to Schedule a Public Hearing
for removal or rehabilitation of a certain
Described Structure Constituting a Public
Nuisance.

That whereas a petition has been filed with the City Commission of the City of Ironwood by Dennis Hewitt, Building Inspector, advising the City Commission of the dangerous and hazardous condition of a certain enclosed stairway structure herein described as constituting a public nuisance, and said enclosed stairway structure being within the City of Ironwood, and the City Commission having Jurisdiction over the subject matter and that the owner or owners or representatives of the owner of said enclosed stairway structure be ordered to show cause before the City Commission at a public hearing as to why said enclosed stairway structure should not be ordered condemned and be ordered abated and removed or rehabilitated at the owner's expense within a reasonable period (work to commence within 15 days and be completed within 30 days), and if not done by the owner by the expiration of said time limit that the City Manager exercise his authority to abate and remove said enclosed stairway structure forthwith and such expenses incurred by the City of Ironwood because of such abatement be charged against the premises and owner as provided in Section 17 et seq. of the City Code of the City of Ironwood; and that the City Commission being fully and duly advised and there appearing good cause for the granting of said petition as prayed and that said petition

is well founded and in the best interest of the health, safety, and welfare of the inhabitants of the City of Ironwood.

That said enclosed stairway structure is described and situated as follows, to wit.

W 1/2 OF LOTS 5, 6, & 7 BLOCK 3 AYER & LONGYEAR ADD

420 E. McLeod Avenue

which said enclosed stairway structure, according to the best knowledge, information and belief are owned by or owners are represented by the following persons:

**Ms. Brittany Ragsdale
116 Beaser Ave.
Ashland, WI. 54806-1250**


THEREFORE, The City Commission resolves that a public hearing will be held in the Commission Chambers in the Memorial Building, 213 S. Marquette Street, Ironwood Michigan, on September 13, 2021 at 5:20 P.M. for cause to be shown as to why said above described structure should not be determined a public nuisance and be ordered condemned, abated, removed, or rehabilitated forthwith at the owner's expense.

IT IS FURTHER RESOLVED, that a certified copy of this RESOLUTION and a copy of the Petition of the Building Inspector be ordered served (RD, RRR) upon the owner or owners

or representatives of the owner as above designated at least ten (10) days prior to said Public Hearing.

Adopted this 9th day of August, 2021 by the Ironwood City Commission.

I hereby certify that the above is a true and accurate copy of resolution offered and adopted by the Ironwood City Commission at a regular scheduled meeting on August 9, 2021.

A handwritten signature in cursive script, reading "Karen M. Gullan", written over a horizontal line.

Karen M. Gullan, City Clerk

Memo

To: Mayor & City Commission
From: Scott Erickson, City Manager/City Engineer
CC:
Date: January 10, 2022
Re: Discuss and Consider Approving the Purchase of a New Vactor Sewer Cleaning Vehicle with a Hydrostatic Driven Vacuum System and Declare the Current Vactor Vehicle Surplus

Introduction

A Vactor sewer cleaning vehicle is one of the most utilized vehicle in the City of Ironwood Department of Public Works, fleet of vehicles. The vactor truck is utilized to clean and jet sanitary and storm sewer mains, clean catch basins, hydro-excavate for water utility work as well as support all DPW departments. This specialized vehicle saves time, effort and cost, and routinely is used on most DPW maintenance and repair projects.

The existing vactor was purchased in 2007 and has been actively utilized by the Department of Public Works over the past 15 years. The existing vactor is recommended to be declared surplus, with a minimum bid of \$60,000.00, and will be posted for sale once the new vactor is in operation.

The funding for this purchase will be from the Equipment Fund. The City Finance Office will be pursuing a low interest bank loan to fund the purchase.

This vehicle is proposed to be purchased from Jack Doheny Company for the bid amount of \$446,188.00. This vehicle has been competitively bid through the Sourcewell bidding and procurement process. The Sourcewell process is similar to the MiDeal purchasing platform the City has utilized for other purchases.

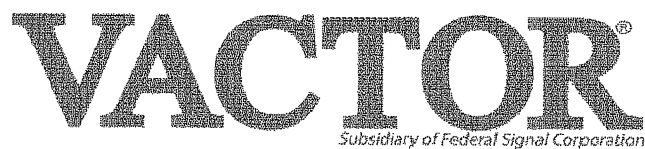
Recommendation

It is recommended to approve the purchase of a Vactor sewer cleaner with a hydrostatic driven vacuum system (as presented in the attached documentation) from Jack Doheny Company in the amount of \$446,188.00 and declare the existing vactor sewer cleaning vehicle as surplus and set a minimum bid of \$60,000.00.



Date: 12/7/2021
Branch: 1100-Northville

**Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum
System Mounted on a Heavy Duty Truck Chassis**



Sourcewell Contract #122017-FSC

**City of Ironwood
213 South Marquette
Ironwood, MI 49938
906/932-3911**

**BM ID# 2021-40026
PROPOSAL ID# 16263**

DOHENYCOMPANY.COM

			List	Selected
1	2110-SE1-PLUS	2100i Single Engine Fan, Single Stage, 10 yrd Debris, Combo	\$246,800.00	\$246,800.00
1	2014PSTD	1000 Gallons STD (10 yrd)	STD	STD
1	2025P	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	\$8,738.00	\$8,738.00
1	3002PSTD	Vacuum, Single Engine Fan	STD	STD
1	5002PA	80 GPM/2500 PSI	STD	STD
1	009PSTD	Control Panel Box	STD	STD
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PASTD	Suction Tube Storage - 2 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	048PSTD	10' Leader Hose	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1032PSTD	48" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	STD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	4022PSTD	Telescopic Boom Elbow, Standard	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5019PSTD	Chassis Engine Cooling Package	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD

Customer Initials: _____

1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD
1	7006PSTD	Tachometer & Hourmeter for Centrifugal Compressor	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	9021PSTD	Camera System, Rear Only	STD	STD
1	S390ASTD	8" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003P	Debris Body Washout	\$1,649.00	\$1,649.00
1	1005PA	S.S Float Ball Cage for Float Shut Off System	\$601.00	\$601.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,318.00	\$1,318.00
1	1008PB	6" Rear Door Drain Port w/Fixed Basket Screen, 6:00 position	\$618.00	\$618.00
1	1009P	Internally Mounted Trash Pump w/Screen	\$11,484.00	\$11,484.00
1	1010P	Pump Off Plumbing, Outlet Location will be dependent on supplied chassis	\$3,170.00	\$3,170.00
1	1014PA	Centrifugal Separators (Cyclones), 304 Stainless Steel	\$7,433.00	\$7,433.00
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$1,143.00	\$1,143.00
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,143.00	\$1,143.00
1	1015PB	Folding Pipe Rack, Rear Door, 8" Pipe	\$1,143.00	\$1,143.00
1	1022P	Rear Door Splash Shield	\$1,679.00	\$1,679.00
1	1023P	Lube Manifold	\$2,493.00	\$2,493.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	2006P	Air Purge	\$1,412.00	\$1,412.00
1	3020P	Digital Water Level Indicator	\$734.00	\$734.00
1	3021P	Digital Debris Body Level Indicator	\$984.00	\$984.00
1	4015P	180 deg. 10ft Telescoping Boom	\$16,681.00	\$16,681.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,395.00	\$3,395.00
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom	\$618.00	\$618.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,873.00	\$1,873.00
1	5010PA	Rodder System Accumulator - Jack Hammer on/off Control at Front Hose Reel	\$853.00	\$853.00
1	5015P	High Pressure Couplers, Front and Rear	\$659.00	\$659.00
1	5023P	Fan Flushout System	\$545.00	\$545.00
1	5026PB	Heat Traced and Wrapped Water Lines	\$5,223.00	\$5,223.00
1	5029P	Cyclone Washout System	\$529.00	\$529.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$989.00	\$989.00
1	6007PC	Hose Wind Guide (Dual Roller), Auto, Hydraulically Indexing with Pinch Roller	\$6,500.00	\$6,500.00
1	6014P	High Pressured Hose Reel	\$1,593.00	\$1,593.00

Customer Initials: _____

1	6019P	Rodder Pump Drain Valves	\$534.00	\$534.00
1	6031P	Front Hose Reel Storage	\$320.00	\$320.00
1	8001PM	Rear Directional Control, LED Arrowstick	\$1,919.00	\$1,919.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$387.00	\$387.00
1	8028P	Worklights (2), LED, Telescoping Boom	\$860.00	\$860.00
1	8029PA	Worklight, LED, Operators Station	\$640.00	\$640.00
1	8029PB	Worklight, LED, Hose Reel Manhole	\$640.00	\$640.00
1	8029PC	Worklight, LED, Curb Side	\$635.00	\$635.00
1	8029PD	Worklight, LED, Street Side	\$635.00	\$635.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$176.00	\$176.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$2,129.00	\$2,129.00
1	9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,423.00	\$3,423.00
1	9075PB	Toolbox, Driver Side Subframe, 48w x 20h x 12d	\$1,582.00	\$1,582.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	P124STD	Vactor 2100i Body Decal, Standard	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	512117-30	(1) 7" x 36" Higbee Catch Basin Nozzle	\$709.14	\$709.14
1	Chassis- Mod	Chassis Modifications Charges	\$200.00	\$200.00
1	R41236	14 Light Package, 14 Federal Signal Strobe Lights, LED (Amber/Green/White Color)	\$4,316.00	\$4,316.00
	Chassis:			
1	114SD370SAUS	JDC Supplied Chassis: 2023 Freightliner 114SD Single Axle Chassis, 370 HP Engine, Allison 3000 RDS Automatic Transmission	\$ 104,317.00	\$ 104,317.00
	Non-Sourcwell Options:			Sale Price
1	JDC	Earthquaker Plus (Lances, Gun, Vac Tube & Nozzles)	\$ 1,300.00	\$ 1,300.00

Module Paint Color - White

Cab Color - White

Customer Initials: _____

Sourcewell Build-Proposal Summary

Module/Options Total:	\$351,105.14
Options Sourcewell Discount 3%:	\$ 10,533.15
Module/Options Total per Sourcewell Price Schedule:	\$ 340,571.99
Non Sourcewell Options Total:	\$ 1,300.00
Total with Module and All Options:	\$ 341,871.00
JDC Supplied Chassis:	\$ 104,317.00
Total with Module, Options, and Chassis:	\$ 446,188.00
Freight and PDI:	included
Field Training:	included
Total:	\$ 446,188.00

Terms and Conditions

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Adam Mazzara

Adam Mazzara

Parts, Service & Support Representative

608/712-6893

AdamMazzara@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

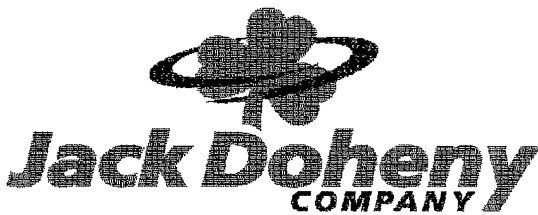
Customer Initials: _____

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. TERMS OF PAYMENT.
 - 2.1 Payment Date. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 Shipping Delays. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 Delinquent Payments.
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. DELIVERY. Seller does not guarantee delivery dates.
4. RISK OF LOSS. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. INSPECTION OF EQUIPMENT. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. INDEMNIFICATION. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. MISCELLANEOUS.
 - 7.1 No Assignment. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 Venue. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 Construction and Captions. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 Entire Agreement. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 Amendments. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 Partial Invalidity. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 Counterparts. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 Authority. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.

Payment



INVOICE INFORMATION

Sold to:

Name _____

Address _____

Contact _____

Phone # _____

Email Address: _____

Ship to:

Name _____

Address _____

Contact _____

Phone # _____

Email Address _____

PLEASE SELECT TYPE OF BUSINESS

Environmental	<input type="checkbox"/>	Petro Chemical	<input type="checkbox"/>	Gas & Oil	<input type="checkbox"/>	Sewer & Water	<input type="checkbox"/>
Industrial Plant	<input type="checkbox"/>	Utility	<input type="checkbox"/>	Municipal	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer Signature:



777 Doheny Drive
Northville, MI 48167

t 248-349-0904
p 248-349-2774

TITLE INFORMATION FORM

Must be typed. Please ensure accurate information provided with submission of this document. Any re-issuance of title resulting from inaccurate data may be subject to a \$250.00 processing fee.

Title Assigned to:

(Name and information
for purchaser of the unit)

Name

Address

Contact

Phone #

Email Address

County: _____

Fed ID# _____

Title Mailed to:

(Must be Physical Address)

(Company or business that will
be registering the unit)

Name

Address

Contact

Phone #

Email Address

Lienholder:

(If no lienholder exists,
'Not Applicable' must be
notated in Name field)

Name

Address

Contact

Phone #

Email Address

Customer Signature: _____

Jim, please see attached Vactor warranty page. As far as payment for the Vactor, payment is no due until after the truck is delivered. City of Ironwood has account terms with Jack Doheny, so payment would be due 30 days after receiving and signing off on the new Vactor Truck. If you have any questions please give me a call, thank you and have a great evening.

Thank you,

JDC Logo

ADAM MAZZARA

Parts & Service Sales
Representative

O: 248-349-0904 x1114

D: 248-465-9874

C: 608-712-6893

DOHENYCOMPANY.COM



FSESG Warranty Manual

LIMITED WARRANTY

Limited Warranty: Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
All Models	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER
A Vactor Manufacturing Company

VACTOR MANUFACTURING
1521 S. Illinois Street
Streator, IL 61364

VACTOR
A Vactor Manufacturing Company

3-8-2021

City of Ironwood

2022 Project List

1. DEI Ordinance Review(s)
2. Create ordinance to establish City Commission appointed DEI Committee
3. Water Treatment Plant (2022/23)
4. Hemlock Street (MDOT Small Urban 2022/23)
5. 2022 Local Street Overlay Project
6. 2022 Street Sealcoat Project
7. 2022 Pavement Street Pavement Striping
8. 2022 Street crack seal project
9. 2022 Local Utility Replacement Project (Francis Street)
10. 2022 Sanitary Sewer relining project
11. New Playground install north of U.S. 2 (2022)
12. Curry Park Electrical Upgrades (MDNR Trust Fund -2022)
13. Miners Park MTN Bike Trail Head (Phase I) 2021/22
14. Miners Park MTN Bike trails (Phase II) - 2022
15. Miners Park MTN Bike (Phase iii Handcycle Bid) – 2022
16. Norrie Park/Montreal River Water Trail and boat launch (MDNR Trust Fund 2022/23)
17. Beltline rail grade acquisition Phase 1 and 2 (MDNR Trust Fund 2022)
18. Street Paser Rating (WUPIDER – 2022)
19. Finalize Civic Center Project with Insurance
20. Finalize Downtown Square Project
21. Finalize 2021 Utility Project with Jakes Excavating
22. New Residential Development project north of Ayer St – City owned property (2022/23)
23. BR-2 New Entrance Sign
24. Mt. Zion Highway signs and new picnic tables
25. Residential Blight Demolitions
26. BR-2 Ornamental Street Lighting
27. DPW building new siding bid
28. Street sign replacement project

- 29.New sewer lift-station generator bids
- 30.Sewer lift-station motor/pump replacement
- 31.Jessieville booster station roofing bids
- 32.Water main leak detection bids
- 33.Replace 10 old fire hydrants
- 34.Watermain valve and bolt replacement project (Harrison at US 2)
- 35.Iron Belle/Motorized crossing – new signage project
- 36.Memorial Building Courtyard roofing project
- 37.Memorial building boiler and controls replacement project
- 38.Replace Memorial Building rooftop units
- 39.Memorial Building wall repair
- 40.Zoning Ordinance Update
- 41.Development of Downtown TIF District plan.
- 42.ARP funding determination
- 43.MSHDA Residential home rehabilitation grant project
- 44.DWAM Grant galvanized investigation project
- 45.Phase 5 Water and Sewer Replacement (USDA Rural Development Application)
- 46.Develop a sidewalk replacement program
- 47.Construct new parking lot west of Memorial Building
- 48.Downtown Roof drain/sanitary sewer disconnection project
- 49.Develop compost site operations and maintenance plan
- 50.City wide roadside ditching project
- 51.Cold Storage Building behind Public Safety
52. Develop USDA Rural Development funding/grant application for Public Safety fire truck purchase

Memo

To: City of Ironwood Commission
From: Paul Linn, Finance Director/Treasurer
Date: January 5, 2022
Re: Resolution #022-001, A Resolution to Comply With The Provisions Of PA 152

A public employer must be in compliance with Public Act 152 for each medical benefit plan coverage year beginning on or after January 1, 2012. A local unit of government may elect to comply with Section 4 of the Act (MCL 15.564(1)) or exercise the exemption ("opt-out") provision of Section 8 of the Act (MCL 15.568(1)) at any time prior to the beginning of the medical benefit plan coverage year. The elections must be made separately for each new medical benefit plan coverage year.

The City has opted out of PA 152 since its inception, due to the fact that compensation determinations for City employees are most properly the responsibility of the City's elected representatives, and not the State of Michigan or its officials. By opting out of (exempting itself from) the cost-sharing model as set forth in the act, the City is in compliance with the act.

RESOLUTION #022-001

**CITY OF IRONWOOD
COUNTY OF GOGEBIC
STATE OF MICHIGAN**

**A RESOLUTION ELECTING TO COMPLY WITH THE PROVISIONS OF
PUBLIC ACT 152
OF 2011 BY EXERCISING THE CITY’S RIGHT TO EXEMPT ITSELF FROM
THE
REQUIREMENTS OF THE ACT FOR THE MEDICAL BENEFIT PLAN YEAR
JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

At a regular meeting of the City Commission for the City of Ironwood,
Michigan, held at the City of Ironwood Commission Chambers, Memorial Building,
Ironwood Michigan, on the 10th day of January 2022 at 5:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and
supported by _____.

RESOLUTION

WHEREAS, on September 11, 2011 the Publicly Funded Health
Insurance Contribution Act, Act No. 152 of the Public Acts of Michigan of 2011 (“Act
152”), became effective in the State of Michigan; and

WHEREAS, Act 152 establishes standards and a process with respect to
medical benefit plans offered by public employers; and

WHEREAS, the four options available to the City are:

- 1) apply the hard cap (capped dollar amount each government employer may pay
towards an employee’s health care costs):

- 2) adopt by majority vote 80% - 20% cost sharing model;
 - 3) elect not to follow the act;
 - 4) opt out of (exempt itself from) the cost-sharing model as set forth in the act
- and revisit it prior to the next plan year.

WHEREAS, the City of Ironwood has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage those limited resources; and

WHEREAS, the City of Ironwood constantly engages in a review of expenditures in order to maximize the value it receives for goods and services; and

WHEREAS, the City Commission of the City of Ironwood believes that, as the elected representatives for the City and answerable directly to the City's voters, it is best positioned to determine what benefits (including medical benefits) ought to be offered in order to attract and retain the best qualified City employees at the lowest overall costs; and

WHEREAS, the City Commission of the City of Ironwood further believes that compensation determinations for City employees are most properly the responsibility of the City's elected representatives, and not the State of Michigan or its officials; and

WHEREAS, to express its support for home rule government and to recognize that it is the City Commission's duty to manage City affairs in order to be most responsive to City voters, taxpayers and residents.

NOW, THEREFORE BE IT RESOLVED that: Pursuant to Section 8 of Act 152, the City of Ironwood hereby, by a vote of 2/3 of its governing body, exempts itself from the requirements of Act 152 for the Medical Benefit Plan Year, commencing January 1, 2022.

BE IT FURTHER RESOLVED that: All resolutions and parts of resolutions in conflict herewith are, to extent of such conflict, repealed.

YES:

NO:

ADOPTED this 10th day of January 2022.

CITY OF IRONWOOD

BY: _____
Kim S. Corcoran, Mayor

BY: _____
Wendy L. Hagstrom, City Clerk