

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



IRONWOOD

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AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
FEBRUARY 12, 2024

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

Regular Meeting - 5:30 P.M.

ZOOM OPTION AVAILABLE FOR THE PUBLIC

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

REGULAR MEETING
5:30 P.M.

- A. Regular Meeting Called to Order.
Pledge of Allegiance to the United States of America.
- 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:
 - a. Regular City Commission Meeting Minutes of January 22, 2024.
 - *2) Review and Place on File:
 - a. Ironwood Parks and Recreation Committee Meeting Minutes of November 6, 2023.
 - b. Ironwood Parks and Recreation Committee Meeting Minutes of December 4, 2023.
 - c. Ironwood Parks and Recreation Committee Meeting Minutes of January 11, 2024.
 - d. Ironwood Economic Development Committee Meeting Minutes of December 6, 2023.
 - e. Pat O'Donnell Civic Center Meeting Minutes of January 11, 2024.
- D. Approval of the Agenda.
- E. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).



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



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

OLD BUSINESS

- G. Discuss and consider approving the Rural Development Pay Package #7 in the amount of \$400,868.93 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize the Mayor to sign all applicable documents.
- H. Discuss and consider awarding the 2024 Jessieville Water Tank Improvements bid to LC United Painting Company, Inc., in the amount of \$113,000.00 for tank lining, mixer install, mud valve installs, disinfection and filling of the Water Tank.

NEW BUSINESS

- I. Discuss and consider approval of the \$11,400,000 Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Finance Division and the City of Ironwood for Phase 2 of the Water Treatment Plant and authorize the City Manager to sign all applicable documents.
- J. Discuss and consider authorizing the Department of Public Works to purchase a replacement Water Department Truck from West Chicago Haggerty Ford for \$50,595 and declare the 2013 GMC Sierra as surplus equipment with a minimum bid set at \$3,000.
- K. Discuss and consider adjusting the Election Inspectors hourly pay.
- L. Discuss and consider Resolution #024-004 recognizing Emberlight Arts as a non-profit organization operating in the community for obtaining Charitable Gaming Licenses.
- M. Mayor’s Appointment.
- N. Manager’s Report.
- O. Other Matters.
- P. Adjournment.

Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held on January 22, 2024, at 5:30 P.M., in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood.

A. Mayor Corcoran called the Regular Meeting to Order at 5:35 P.M.

B. Recording of the Roll.

PRESENT: Commissioners Andresen, Korpi, Mildren, Semo, and Mayor Corcoran

ABSENT: None

C. Approval of the Consent Agenda.

1) Approval of Minutes:

a. Regular City Commission Meeting Minutes of January 8, 2024.

2) Review and Place on File:

a. Ironwood Carnegie Library Board Meeting Minutes of December 18, 2023.

b. Ironwood Carnegie Library Board Special Meeting Minutes of January 4, 2024.

c. Ironwood Housing Commission Board Meeting Minutes of December 12, 2023.

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

D. Approval of the Agenda.

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

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

***Motion** was made by Semo, seconded by Mildren, and carried, to receive and place on file the Statement of Revenue & Expenditures Report for the month ending December 31, 2023, and the Cash and Investment Summary Report for December 2023.*

F. Approval of Monthly Check Register Report.

***Motion** was made by Andresen, seconded by Korpi, to approve the Check Register Report for December 2023 as presented. 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 approval of a \$4,563.67 invoice from Gogebic County 911 for Ironwood Public Safety cell phones.

Motion was made by Semo, seconded by Andresen, to approve a \$4,563.67 invoice from Gogebic County 911 for Ironwood Public Safety cell phones. Unanimously passed by roll call vote.

- J. Discuss and consider approving Change Order #4, for Jakes Excavating, which is an increase of \$1,821.75 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.

Motion was made by Mildren, seconded by Andresen, to approve Change Order #4, for Jakes Excavating, which is an increase of \$1,821.75 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.

- K. Discuss and consider approving Payment #3, for Jake's Excavating, in the amount of \$141,475.43 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.

Motion was made by Semo, seconded by Mildren, to approve Payment #3, for Jake's Excavating, in the amount of \$141,475.43 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.

- L. Discuss and consider approving the Rural Development Pay Package #6 in the amount of \$368,548.07 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize the Mayor to sign all applicable documents.

Motion was made by Mildren, seconded by Korpi, to approve the Rural Development Pay Package #6 in the amount of \$368,548.07 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.

- M. Discuss and consider the revised acreage for the sale of the Liberty Street Industrial Park property to Enbridge.

Motion was made by Semo, seconded by Mildren, to approve the revised sale from 8.36 acres to 10.525 acres within the Industrial Park property located on Liberty Street for \$21,050 (\$2,000 per acre) plus all associated closing costs and legal fees. Unanimously passed by roll call vote.

NEW BUSINESS

- N. Discuss and consider Resolution #024-001, 2024-2028 Five Year Park and Recreation Plan. (FIVE YEAR PARK AND RECREATION PLAN IS AVAILABLE FOR REVIEW ON THE CITY WEBSITE: [5-parks-and-recreation-2024-update-draft-pdf-11-2-meg](#).)

Motion was made by Mildren, seconded by Andresen, to adopt Resolution #024-001, 2024-2028 Five Year Park and Recreation Plan. (FIVE YEAR PARK AND RECREATION PLAN IS AVAILABLE FOR REVIEW ON THE CITY WEBSITE: 5-parks-and-recreation-2024-update-draft-pdf-11-2-meg. Unanimously passed by roll call vote.

- O. Discuss and consider Resolution #024-002, a Resolution in support of Invest UP's Grant Application for the Michigan Economic Development Corporation Strategic Site Readiness Program to develop a feasibility study for the expansion of the Ironwood Industrial Park.

***Motion** was made by Semo, seconded by Andresen, to adopt Resolution #024-002, a Resolution in support of Invest UP's Grant Application for the Michigan Economic Development Corporation Strategic Site Readiness Program to develop a feasibility study for the expansion of the Ironwood Industrial Park. Unanimously passed by roll call vote.*

- P. Discuss and consider a Plowing for Pizza Partnership Agreement with Domino's for a \$25,000 Snow Plowing/Removal Grant and authorize the City Manager to sign.

***Motion** was made by Semo, seconded by Mildren, to approve the Plowing for Pizza Partnership Agreement with Domino's for a \$25,000 Snow Plowing/Removal Grant and authorize the City Manager to sign. Unanimously passed by roll call vote.*

- Q. Discuss and consider Resolution #024-003 recognizing Team-Z as a non-profit organization operating in the community for obtaining Charitable Gaming Licenses.

***Motion** was made by Mildren, seconded by Korpi, to adopt Resolution #024-003 recognizing Team-Z as a non-profit organization operating in the community for obtaining Charitable Gaming Licenses. Unanimously passed by roll call vote.*

- R. Manager's Report.

City Manager Paul Anderson provided the following verbal updates:

Manager Updates

- The Phase 1 of the water plant project continues with CD Smith Construction. The East wall of garage is getting a 35 CY, 16' high, pour on Thursday of this week. Next week will have a 55 CY deck pour. Mild temperatures this week and next are favorable for this work.*
- The \$3MIL lead service line replacement project continues with Jakes Excavating. Jakes took last week off because of the below zero temperatures but is continuing work this week with the mild weather.*
- Last week at the Water Plant, we had a pole mounted bucket transformer that blew for our Spring Creek well field. Our operator Bill Tregembo did an excellent job coordinating service work by Xcel Energy and Jolma Electric. Bill worked through the night to ensure that the City water supply was uninterrupted by using water from our second well field over at Big Springs. Jolma Electric switched out the transformer with a temporary transformer and has ordered a new transformer for replacement. City staff are currently evaluating what additional work, if any, is necessary for preparing for future emergencies.*
- The Curry Park electrical project and the Jessieville Water Tank improvement projects are currently in for State review and permitting. The Jessieville Water Tank is out for bids.*
- Staff and I are working on numerous other project bidding documents to be put out in the weeks and months to come.*

Managers Updates

- The last Jack Frost Festival event is January 27th for the Light up the Night Christmas Tree Burn at the Norrie Club at 7 PM.*

- *Reminder that Curry Park Campground Reservations will open up on 2/5/24 this year instead of the normal first business day in January. This is due to the switchover of booking platforms.*
- *The first City Commission Goal Setting session will be Wednesday 1/24/24 at 4 PM.*
- *We are currently scheduling interviews for the IPSD Administrative Assistant position. The hiring process will take the better part of the next month.*
- *The gymnasium here in the Memorial Building has been consistently booked, between pickleball and basketball and many other activities. It's such a great asset to have for our community. We are currently scheduling work in the gym men's locker room, bathroom and shower to get the walls scraped and painted and to get the bathroom plumbing working again. Also, I have ordered two new basketball hoops that are adjustable from 8' to 10' which will aide in the youth basketball program for our local school system.*
- *I will be downstate in Lansing next week for the Michigan Municipal Executives Winter Institute conference. I'm looking forward to two full days of great work sessions with managers from around the State.*

S. Other Matters.

Commissioner Korpi requested to be excused from the February 12, 2024 meeting.

***Motion** was made by Semo, seconded by Mildren, and carried, to excuse Commissioner Korpi from the February 12, 2024 meeting.*

Mayor Corcoran thanked Bill Tregembo for his dedication with the transformer emergency at the Water Plant. Mayor Corcoran also encouraged the public to attend the Norrie Club Tree Burn, which includes fireworks, hot dogs and s'mores.

Commissioner Mildren thanked Bill Tregembo for his power outage response, IPSD for their fire response and the DPW plow crews. He also mentioned the needed improvements to the aged ice making system at the Civic Center, citing it as one of Ironwood's greatest assets with many uses.

T. Adjournment.

***Motion** was made by Semo, seconded by Mildren, and carried, to adjourn the meeting at 6:16 P.M.*

Kim S. Corcoran, Mayor

Jennifer L. Jacobson, City Clerk



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**Proceedings of the Parks and Recreation Committee
Monday, November 6, 2023, 5:00 p.m.**

A regular meeting of the Parks and Recreation Committee was held on Monday, November 6, 2023 at 5:00 P.M. at the City of Ironwood Memorial Building Women’s Club Room, 213 S. Marquette Street, Ironwood, MI 49938.

1. Call to Order:

Chairman Davey called the meeting to order at 5:00 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair	X			
Kim Corcoran, ex-officio, non-voting	X			
Jerry Nezworski	X			
Rich Jenkins	X			
Randy Kirchhoff		X	X	
Jake Ring		X	X	
	6	2		

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson.

3. Approval of the Agenda:

Motion by Kostelnik to approve the Meeting Agenda. Second by Jenkins. Motion carried 5 to 0.

4. Approval of the October 2, 2023 Meeting Minutes:

Motion by Nezworski to approve the Minutes. Second by Kangas. Motion carried 5 to 0.

5. Citizens wishing to address the Committee on Items on the agenda (Three-Minute Limit): Neil Corcoran 225 W. Ash Street commented on 7a.

6. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit): None.

7. Items for discussion and consideration.

- A. Parks and Recreation 5-year Plan Update: Neil Corcoran who was the Parks Supervisor addressed some of the issues that need to be addressed within the parks. Director Bergman talked about funding sources.

- B. Trails Update (Motorized, Iron Belle, Miners Park, etc.): The GRTA is working with the City of Wakefield for the new route. New signage for snowshoeing was installed in the Miners Park.
- C. Project Updates (Forest Management Plan, Southern Beltline Acquisition, Curry Park, Miners Park MTB Trail, Norrie Park Renovation, Hiawatha Park): Forest Management Plan is completed. The quiet title process is being used for acquisition of the Southern Beltline. The plans for the Curry Park upgrades are being submitted to the DNR. Miners Park MTB Trail will be removed from future agendas. Norrie Park Renovation is being reduced. Hiawatha Park playground is being worked on.
8. Other Business: None.
9. Next Meeting: Monday, December 4, 2023 at 5:00 p.m.
10. **Adjournment: Motion by Jenkins to adjourn the meeting. Second by Nezworski. Motion Carried 4 to 0. Adjournment at 5:26 p.m.**

Respectfully Submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant



**Proceedings of the Parks and Recreation Committee
Monday, December 4, 2023, 5:00 p.m.**

A regular meeting of the Parks and Recreation Committee was held on Monday, December 4, 2023 at 5:00 P.M. at the City of Ironwood Memorial Building Women’s Club Room, 213 S. Marquette Street, Ironwood, MI 49938.

1. Call to Order:

Chairman Davey called the meeting to order at 5:00 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair	X			
Lauren Korpi, ex-officio, non-voting	X			
Jerry Nezworski		X	X	
Rich Jenkins	X			
Randy Kirchhoff		X	X	
Jake Ring		X	X	
	5	3		

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson.

3. Approval of the Agenda:

Motion by Kostelnik to approve the Meeting Agenda. Second by Kangas. Motion carried 4 to 0.

4. Approval of the October 2, 2023 Meeting Minutes:

Motion by Kangas to approve the Minutes. Second by Kostelnik. Motion carried 4 to 0.

5. Citizens wishing to address the Committee on Items on the agenda (Three-Minute Limit): None.

6. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit): None.

7. Items for discussion and consideration.

A. Approve 2024 Meeting Schedule (Jan. 11, Feb 5, Mar 4, Apr 1, May 6, June 3, July 1, Aug 5, Sept 12, Oct 7, Nov 4, Dec 2):

Motion by Kostelnik to approve the schedule. Second by Ring. Motion carried 4 to 0.

- B. Review and Recommendation of Parks and Recreation 5-year Plan: Director Bergman presented the draft plan.

Motion by Kostelnik to recommend to the City Commission to adopt the plan and to increase the parks maintenance budget approximately 10% annually. Second by Ring. Motion carried 5 to 0.

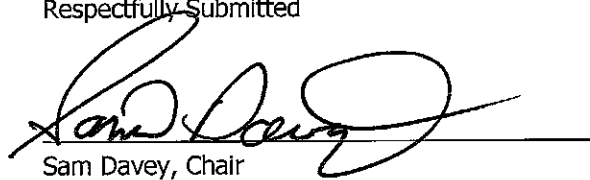
- C. Trails Update (Motorized, Iron Belle, Miners Park, etc.): The motorized trail to Wakefield has been worked out.
- D. Project Updates (Forest Management Plan, Southern Beltline Acquisition, Curry Park, Miners Park MTB Trail, Norrie Park Renovation, Hiawatha Park): Staff will be reviewing the Curry Park bid spec with the DNR. The project has tripled in size since the grant application was submitted. The City of Ironwood purchased some materials due to a limited window. Norrie Park Campground was discussed. Norrie Park project could be prolonged to the next year. Hiawatha Park will be constructed in the Summer of 2024.

8. Other Business: None.

9. Next Meeting: Monday, January 11, 2024 at 5:00 p.m.

10. **Adjournment: Motion by Jenkins to adjourn the meeting. Second by Kangas. Motion Carried 4 to 0. Adjournment at 5:30 p.m.**

Respectfully Submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant



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**Proceedings of the Parks and Recreation Committee
Thursday, January 11, 2024, 5:00 p.m.**

A regular meeting of the Parks and Recreation Committee was held on Thursday, January 11, 2024 at 5:00 P.M. at the City of Ironwood Memorial Building Women’s Club Room, 213 S. Marquette Street, Ironwood, MI 49938.

1. Call to Order:

Chairman Davey called the meeting to order at 5:00 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair	X			
Kim Corcoran, ex-officio, non-voting	X			
Jerry Nezworski	X			
Rich Jenkins	X			
Randy Kirchhoff	X			
Jake Ring		X	X	
	7	1		

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson.

3. Approval of the Agenda:

Motion by Kirchhoff to approve the Meeting Agenda. Second by Kostelnik. Motion carried 6 to 0.

4. Approval of the October 2, 2023 Meeting Minutes:

Motion by Kostelnik to approve the Minutes. Second by Kirchhoff. Motion carried 6 to 0.

5. Citizens wishing to address the Committee on Items on the agenda (Three-Minute Limit): Ben Thompson addressed the Committee and asked for the City to develop recreational uses along the riverfront and to work with the owner of the industrial location next to the City’s land.

6. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit): Ben Thompson discussed alternate location for the river trail along the Montreal River.

7. Items for discussion and consideration.

A. Public Hearing – 2024-2028 Parks and Recreation Plan: Public Comment. Ben Thompson discussed the water trail and creating more access by developing park area along the river. He also mentioned an area along the river that needs to be cleaned up.

B. Review and Recommendation of Parks and Recreation 5-year Plan:

Motion by Kangas to approve the resolution. Second by Nezworski. Motion carried 6 to 0.

C. Recommendation for 2024 Michigan Natural Resources Grant Application: Director Bergman discussed applying through the Land and Water Conservation Fund to pay for a new ice making machine for the Pat O'Donnell Civic Center.

Motion by Kangas to recommend to the City Commission to apply for the ice making machine. Second by Nezworski. Motion carried 6 to 0.

D. Trails Update (Motorized, Iron Belle, Miners Park, etc.): The motorized trail authority is ready to start doing trail work once the weather cooperates.

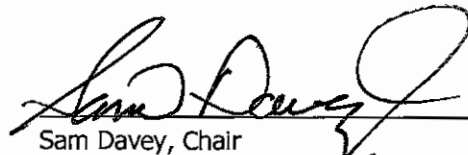
E. Project Updates (Southern Beltline Acquisition, Curry Park, Miners Park MTB Trail, Norrie Park Renovation, Hiawatha Park): The quiet title process for the Southern Beltline Acquisition is wrapping up. The Curry Park electrical is being bid out along with a new sign which is being installed. Norrie Park renovation will be adjusted due to cost. Hiawatha playground is under contract with the contractor. Miners Park is planning a ribbon cutting in May along with other supporting events. Davey asked about using reflective tape on the sign posts in order to see them in the evening.

8. Other Business: None.

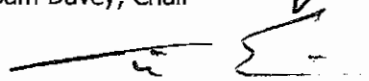
9. Next Meeting: Monday, February 5, 2024 at 5:00 p.m.

10. **Adjournment: Motion by Jenkins to adjourn the meeting. Second by Kirchhoff. Motion Carried 4 to 0. Adjournment at 5:29 p.m.**

Respectfully Submitted



Sam Davey, Chair



~~Tom Bergman, Community Development Director~~
Tim Erickson CD Assistant



**Proceedings of the Economic Development Corporation Meeting
Wednesday, December 6, 2023**

A Regular Meeting of the Economic Development Corporation (EDC) was held on Wednesday, December 6, 2023 at 10:00 A.M. in the Women’s Club Room.

1. Director Bergman called the meeting to order at 10:00 a.m.
2. Election of Chair and Vice Chair.

Nomination of Meyer as Chair. Motion by Lehto for unanimous ballot of Meyer as Chair. Second by Korpela. Motion carried; all in favor.

Nomination of Ackerman-Behr as Vice-Chair. Motion by Korpela for unanimous ballot of Ackerman-Behr as Vice Chair. Second by Lehto. Motion carried; all in favor.

3. Recording of the Roll

MEMBER	Present		EXCUSED	NOT EXCUSED
	YES	NO		
Thorsen, Gina		X		
Korpela, Nancy	X			
Lehto, Steve	X			
Meyer, Michael	X			
Corcoran, Kim	X			
Raush, Ken	X			
Schonberg, Bob		X		
Ackerman-Behr, Glen		X		
Libby, Carolyn	X			
Quorum	6	3	Quorum	

Also Present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson.

4. Approval of the November 1, 2023 Meeting Minutes.

Motion by Corcoran to accept the meeting minutes. Second by Korpela. Motion Carried 6 to 0.

5. Approval of the Agenda.

Motion by Corcoran to approve the Agenda. Second by Korpela. Motion Carried 6 to 0.

6. Citizens wishing to address the Corporation regarding Items on the Agenda (Three-minute limit): None.
7. Citizens wishing to address the Corporation regarding items not on the Agenda (Three-minute limit): None.
8. Items for Discussion and Consideration.

- A. Approval of 2024 Meeting Schedule (Jan 3, Feb 7, Mar 6, Apr 3, May 1, June 5, July 3?, Aug 7, Sept 4, Oct 2, Nov 6, Dec 4):

Motion by Corcoran to Lehto to approve the 2024 meeting schedule with July 3rd meeting removed. Second by Korpela. Motion Carried 6 to 0.

- B. Housing Update – review of City Commission work session: Director Bergman discussed the Cinnaire Solutions housing project. If the developer can secure state funding, then the project will move forward. Corcoran asked about the Pamida parking lot and asked if that would be needed for the project. The parking requirements are met with the current plan. Libby asked about a traffic study. The entrances will be on McLeod Ave and Lawrence St. instead of Aurora St.
 - C. Marketing booklet for Developers (Home and Commercial Building Rehab) Rural Readiness Grant: This will be a product of the rural readiness grant.
 - D. Update on Downtown Development Plan and TIF Plan: The plan has been approved by the City Commission. TIF funding can help fund specific projects like the Cinnaire housing development.
 - E. Redevelopment Ready Communities Update: The last items were submitted to the RRC review board. They are reviewing all other items to make sure that the City is complying.
9. Other Business: None.
 10. Next Meeting: January 3, 2023 at 10:00 a.m.
 11. Adjournment. **Motion** by Lehto to adjourn at 10:18 a.m. **Second** by Korpela. **Motion Carried 6 to 0.**



Michael Meyer, President



Tim Erickson, Community Development Assistant

Civic Center Meeting Minutes

1/11/24

1. Meeting was called to order at 6:00 pm by Thomason.
2. Roll call: Gullan, Peterson, Re, Thomason, and Mgr. Kivisto present. Mildren and Stempihar absent. One seat open.
3. Motion to approve the agenda was made by Re, seconded by Gullan. Motion approved.
4. Motion to approve the minutes was made by Gullan, seconded by Peterson. Motion approved.
5. Motion to receive and place on file the monthly financial statements was made by Re, seconded by Gullan. Motion approved.
6. Citizens wishing to address the Board on items on the agenda: N/A
7. Citizens wishing to address the Board on items not on the agenda: N/A
8. Old Business:
 - A. SnoCross Event: Discussion about the SnoCross event was held. Discussion included but wasn't limited to the Civic Center being extremely dirty and disorganized (including the mezzanine)—even after event staff tried cleaning; it took Civic Center staff a case of cleaner and the entire day after to get the facility cleaned—a \$200.00 cleaning fee was charged; a lot of paper products were used (about \$200.00 worth) and should be factored into the price next year.
9. New Business:
 - A. Police Investigation: Discussion about the police investigation was held. Discussion included but wasn't limited to the person of interest admitting to taking inappropriate pictures of individuals in the locker rooms; police can't pursue chargers because the physical evidence is gone; and the person of interest has been banned from the Civic Center for the year.
 - B. City of Ironwood Commission Workshop: Discussion about having a workshop with the COI Commission was held. Discussion included but wasn't limited to the need to replace the refrigeration system; getting bids from different vendors—Everything Ice, Ice Builders, and Rink Tec; Rink Tec's bid of \$614,620.00 to replace the entire system including new concrete pad, piping, insulation, and condenser system is good through 2026.

- C. Holiday Overtime: Discussion about Mgr. Kivisto's overtime during the holiday season was held. Discussion included but wasn't limited to there being a mix-up with vacations days and therefore overtime was a necessity.
- D. Raise for Darel Mayer: Discussion about giving Darel a raise to reflect the extra duties he takes on was held.
 - i. Motion to give Darel Mayer a raise up to \$12.00 per hour effective immediately was made by Gullan, seconded by Peterson. Roll call vote was as follows: Re-yes, Thomason-yes, Peterson-yes, Gullan-yes. Motion approved.

10. Manager's Report:

- A. LiveBarn: N/A
- B. Battery Installation: Discussion and update of the Zamboni batteries was held. Discussion included but wasn't limited to the new batteries have arrived; Norb's has obtained the necessary lift for installation; and scheduling a date and time for the installation will be coming soon.
- C. Water Heater: Discussion and update about the water heater was held. Discussion included but wasn't limited to the entire system being flushed; and the problem has been fixed.
- D. Condenser Tower: Discussion and update about the condenser tower was held. Discussion included but wasn't limited to the fans not turning on; compressors becoming hot and therefore shutting off; problem seemed to be loose wire connections; problem has been fixed and it seems everything is working properly.
- E. 2024 Millage: Discussion and update about the 2024 millage was held. Discussion included but wasn't limited to the ballot language being approved and will be on the August ballot.
- F. Cabin Fever Days: Discussion and update about cabin fever days was held. Discussion included but wasn't limited to 23 vendors have signed up already; and the event will be held on Saturday, April 20th, 2024.
- G. Employee Update: Discussion and update about Civic Center employees was held. Discussion included but wasn't limited to losing two part-time employees (one battling cancer, another with a broken leg).

11. Other Matters:

A. Mgr. Kivisto: Discussion about cage fighting was held. Discussion included but wasn't limited to a fight company from Ashland, WI would like to host mixed martial arts bouts at the Civic Center on Saturday, June 29th, 2024. Their proposal would be for the Civic Center to receive concessions revenue; they would receive the gate revenue; they would set-up, tear down, and clean up; there would be no rental fee for the use of the facility, nor any fee for the company coming.

i. Motion to approve the proposal based on Mgr. Kivisto's review of an official contract was made by Re, seconded by Peterson. Roll call vote was as follows: Gullan-yes, Thomason-yes, Peterson-yes, Re-yes. Motion approved.

12. Next Regular Meeting Thursday, February 1st, 2024, at 5:00 pm at the Civic Center.

A. COI Workshop Monday, January 22nd, 2024, at 4:30 at the Ironwood Memorial Building.

13. Motion to adjourn at 6:39 pm was made by Re, seconded by Thomason. Motion approved.

ADMINISTRATIVE AND LEGAL INVOICES

Items	Amount of Funds
Construction:	
	\$373,989.35
Construction Total:	\$373,989.35
Legal/Admin:	
Legal/Admin Total:	\$0.00
Engineering Fees:	
Basic:	\$12,913.14
Inspection:	\$9,815.20
Additional Services:	\$4,151.24
Engineering Fees Total:	\$26,879.58
Total:	\$0.00
TOTAL:	\$400,868.93

Prepared by: City of Ironwood

Name of Borrower

By: Kim S. Corcoran, Mayor

Date: 02/12/24

Approved By: _____

Date: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-15. The time required to complete this information collection is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

City of Ironwood, Michigan
PROJECT: City of Ironwood Water Treatment Plant

SUMMARY OF PAYMENTS
DUE AND APPROVED BY OWNER
AT MEETING HELD
2/12/2024

The following invoices have been approved for payment:

<i>Invoices to be Paid</i>	<i>Amount Due</i>	<i>Budget Category</i>
CD Smith Construction Payment No. 4	\$373,989.35	Construction
HDR Michigan Invoice #1200594822	\$12,913.14	Engineering - Basic
HDR Michigan Invoice #1200594822	\$4,151.24	Engineering - Other
HDR Michigan Invoice #1200594822	\$9,815.20	Engineering - RPR
Total:	\$400,868.93	---

Ayes: _____
 Nays: _____
 Absent: _____
 Motion: Passed _____

By: _____

Title: Mayor _____

Date: February 12, 2024 _____

Contractor's Application for Payment No. 5

To (Owner): CITY OF IRONWOOD	Application Period: January 1st thru 31st	Application Date: 1/31/2024	
Project: WATER TREATMENT PLANT - PHASE 1	From (Contractor): CD Smith Construction 125 Camelot Drive Fond Du Lac, WI 54935	Via (Engineer): HDR	
Owner's Contract No.:	Contract:	Engineer's Project No.: 10301947	
	Contractor's Project No.: 230034		

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
1	\$70,852.65		\$ 99,554,000.00
2	\$111,766.56		\$ 882,619.21
TOTALS	\$82,619.21		\$ 9,636,619.21
NET CHANGE BY CHANGE ORDERS			\$82,619.21

1. ORIGINAL CONTRACT PRICE..... \$ 99,554,000.00
2. Net change by Change Orders..... \$ 882,619.21
3. Current Contract Price (Line 1 ± 2)..... \$ 9,636,619.21
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 2,239,582.61
5. RETAINAGE:
 - a. 5% X \$2,239,582.61 Work Completed..... \$ 111,979.13
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 111,979.13
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 2,127,603.48
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,753,614.13
8. AMOUNT DUE THIS APPLICATION..... \$ 373,989.35
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 7,509,015.73


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature 	Date: 2/6/2024
--	-----------------------

Payment of:	\$ 373,989.35	
		(Line 8 or other - attach explanation of the other amount)
		Prusekiewicz, Joshua R. (Engineer) (Date)
is recommended by:		
Payment of:	\$ 373,989.35	(Date)
is approved by:		
		(Owner) (Date)
Approved by:		
		Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Div #	A Description	B Scheduled Value (\$)	Work Completed			E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period	% (F / B)			
	GENERAL CONSTRUCTION							
01	BONDS	\$ 60,000.00	60000			60000	100.0%	\$ -
01	SUPERVISION	\$ 245,000.00	100000	20000		120000	49.0%	\$ 125,000.00
01	MANAGEMENT	\$ 165,000.00	65750	13000		78750	47.7%	\$ 86,250.00
01	TEMPORARY FACILITIES	\$ 130,000.00	40000	8000		52000	40.0%	\$ 78,000.00
01	EQUIPMENT (CONTRACTORS MACHINERY)	\$ 248,667.00	93000	25000		118000	47.5%	\$ 130,667.00
01	SUBSTANCE	\$ 160,000.00	36000	15000		51000	31.9%	\$ 109,000.00
01	PERMITS	\$ 8,000.00	8000			8000	100.0%	\$ -
01	LEAKAGE TESTING	\$ 6,000.00	6000			6000	100.0%	\$ -
01	DISINFECTION	\$ 5,000.00						\$ 5,000.00
01	PERMITS	\$ 8,000.00						\$ 8,000.00
01	SAFETY AND OSHA REQUIREMENTS	\$ 48,000.00	9000	5000		14000	29.2%	\$ 34,000.00
01	SNOW REMOVAL	\$ 20,000.00	2200	2000		4200	21.0%	\$ 15,800.00
01	GENERAL CLEANUP AND DUMPSTERS	\$ 65,000.00	4500	1500		6000	9.2%	\$ 59,000.00
01	FINAL CLEANING	\$ 10,000.00						\$ 10,000.00
03	CONCRETE REINFORCING MATERIAL	\$ 230,000.00	146151			146151	63.5%	\$ 83,849.00
03	CONCRETE FORMWORK MATERIAL	\$ 65,000.00	48000	10000		58000	89.2%	\$ 7,000.00
03	PUMP CLEARWELL CONCRETE	\$ 315,000.00	260000	50000		310000	98.4%	\$ 5,000.00
03	FILTER ROOM CONCRETE	\$ 265,000.00	205000	55000		260000	98.2%	\$ 2,000.00
03	CHEMICAL ROOM AREA CONCRETE	\$ 212,000.00	65000			65000	30.7%	\$ 147,000.00
03	WEST ELEVATION CONCRETE	\$ 100,000.00	30000			30000	30.0%	\$ 70,000.00
03	EAST ELEVATION CONCRETE	\$ 100,000.00						\$ 100,000.00
03	NORTH ELEVATION CONCRETE	\$ 80,000.00	25000	50000		75000	93.8%	\$ 5,000.00
04	MASONRY	\$ 765,000.00						\$ 765,000.00
06	ROUGH CARPENTRY MATERIAL	\$ 45,000.00						\$ 45,000.00
06	ROUGH CARPENTRY LABOR	\$ 35,000.00						\$ 35,000.00
07	FLUID APPLIED WATERPROOFING	\$ 65,000.00	40000			40000	61.5%	\$ 23,000.00
03	PRECAST PLANK	\$ 175,000.00						\$ 175,000.00
06	SIP PANELS	\$ 120,000.00						\$ 120,000.00
06	SIP AND TRUSS INSTALL	\$ 45,000.00						\$ 45,000.00
05	MISC METALS MATERIALS (RAILING, GRATING, ETC)	\$ 125,000.00		102673		102673	82.1%	\$ 22,327.00
05	MISC METALS MATERIALS INSTALL	\$ 65,000.00		5000		5000	7.7%	\$ 60,000.00
06	TRUSS PACKAGE	\$ 27,000.00						\$ 27,000.00
07	ROOFING	\$ 95,000.00						\$ 95,000.00
07	FLASHING AND SHEETMETAL	\$ 40,000.00						\$ 40,000.00
09	STEEL STUDS AND DRYWALL	\$ 45,000.00						\$ 45,000.00
07	WALL PANEL SYSTEM	\$ 65,000.00						\$ 65,000.00
07	CAULKING	\$ 38,250.00						\$ 38,250.00

For (Contract): WATER TREATMENT PLANT - PHASE I Application Number: \$

Application Period: January 1st thru 31st Application Date: 1/31/2024

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		WATER TREATMENT PLANT - PHASE 1		Application Number:	\$		
Application Period:		January 1st thru 31st		Application Date:	1/31/2024		
Div #	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			D From Previous Application (C+D)	D This Period			
09	PAINTING	\$ 133,000.00					\$ 133,000.00
08	ACCESS DOORS	\$ 6,799.00					\$ 6,799.00
08	DOOR AND FRAMES MATERIAL	\$ 102,512.00					\$ 102,512.00
08	DOORS AND FRAMES LABOR	\$ 17,000.00					\$ 17,000.00
08	WINDOWS & GLAZING	\$ 68,788.00					\$ 68,788.00
09	CERAMIC TILE	\$ 3,500.00					\$ 3,500.00
09	ACOUSTICAL CEILINGS	\$ 4,600.00					\$ 4,600.00
09	EPOXY FLOORING	\$ 22,000.00					\$ 22,000.00
10	TOILET AND BATH ACCESSORIES	\$ 5,600.00					\$ 5,600.00
10	EXTERIOR SIGNAGE	\$ 12,200.00					\$ 12,200.00
12	METAL LAB CASEWORK	\$ 16,584.00					\$ 16,584.00
31	DEWATERING	\$ 10,000.00	3000			3000	\$ 7,000.00
41	HOIST AND CRANES	\$ 38,330.00					\$ 38,330.00
	EARTHWORK (Snow Country/CDS)	\$ -					\$ -
31	GRADING	\$ 96,000.00					\$ 96,000.00
31	EARTHWORK	\$ 370,000.00	200000			200000	\$ 170,000.00
31	EXCAVATION, TRENCHING AND BACKFILL	\$ 235,000.00	115000			115000	\$ 120,000.00
31	FLOWABLE FILL	\$ 70,600.00					\$ 70,600.00
31	EROSION CONTROL	\$ 27,000.00	8500			8500	\$ 18,500.00
32	CABC	\$ 85,000.00	35000			35000	\$ 50,000.00
32	RESTORATION	\$ 49,000.00					\$ 49,000.00
	SITE UTILITIES (Snow Contry)	\$ -					\$ -
33	TESTING	\$ 5,000.00					\$ 5,000.00
33	WATERMAIN DI 12" and Smaller	\$ 50,400.00					\$ 50,400.00
33	WATERMAIN DI 14" and Larger	\$ 369,600.00					\$ 369,600.00
33	SANITARY SEWER	\$ 24,000.00					\$ 24,000.00
33	CULVERTS	\$ 14,000.00					\$ 14,000.00
	MECHANICAL (August Winters)						
40	MOBILIZATION	\$ 45,000.00	45000			45000	\$ -
08	LOUVERS AND OPENINGS	\$ 7,000.00					\$ 7,000.00
22	UG PLUMBING	\$ 59,000.00	29500			11800	\$ 17,700.00
22	AG PLUMBING	\$ 125,000.00					\$ 125,000.00
22	FIXTURES	\$ 62,000.00	12400			12400	\$ 49,600.00
22	PLUMBING INSULATION	\$ 16,000.00					\$ 16,000.00
23	DUCT WORK	\$ 105,000.00					\$ 105,000.00
23	HVAC PIPING	\$ 20,000.00					\$ 20,000.00
23	HVAC EQUIPMENT	\$ 165,000.00					\$ 165,000.00
23	HVAC INSULATION	\$ 12,000.00					\$ 12,000.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		WATER TREATMENT PLANT - PHASE 1		Application Number:	\$		
Application Period:		January 1st thru 31st		Application Date:	1/31/2024		
Div #	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			D From Previous Application (C+D)	This Period			
23	HVAC CONTROLS	\$ 40,000.00					\$ 40,000.00
23	HVAC TAB	\$ 3,000.00					\$ 3,000.00
40	PROCESS PIPING	\$ 394,000.00	98500	19700		118200	\$ 275,800.00
40	PROCESS VALVES	\$ 198,000.00					\$ 198,000.00
43	VERTICAL TURBINE PUMPS	\$ 306,000.00					\$ 306,000.00
46	CHEMICAL FEED EQUIPMENT	\$ 88,000.00					\$ 88,000.00
21	FIRE SUPPRESSION	\$ 14,610.00					\$ 14,610.00
ELECTRICAL (ECON)							
26	TEMPORARY ELECTRICAL	\$ 30,000.00	18000			18000	\$ 12,000.00
26	SITE ELECTRICAL MATERIAL	\$ 245,000.00					\$ 245,000.00
26	SITE ELECTRICAL LABOR	\$ 146,000.00					\$ 146,000.00
26	WTP ELECTRICAL MATERIAL	\$ 324,000.00					\$ 324,000.00
26	WTP ELECTRICAL LABOR	\$ 294,790.00					\$ 294,790.00
26	LIGHT FIXTURES	\$ 30,385.00					\$ 30,385.00
26	GEAR	\$ 15,500.00					\$ 15,500.00
40	SYSTEM INTEGRATOR - VFD'S	\$ 126,790.00					\$ 126,790.00
40	SYSTEM INTEGRATOR - ENGINEERING AND SUBMITTALS	\$ 50,600.00					\$ 50,600.00
40	SYSTEM INTEGRATOR - WTP CONTROL PANEL	\$ 48,000.00					\$ 48,000.00
40	SYSTEM INTEGRATOR - INSTRUMENTS	\$ 32,600.00					\$ 32,600.00
40	SYSTEM INTEGRATOR - CTS, XMR, MISC PANELS	\$ 114,400.00					\$ 114,400.00
40	SYSTEM INTEGRATOR - HMI SCADA NETWORK	\$ 52,000.00					\$ 52,000.00
40	SYSTEM INTEGRATOR - SITE SUPPORT	\$ 76,615.00					\$ 76,615.00
40	SYSTEM INTEGRATOR - COMMISSIONING AND STARTUP	\$ 69,055.00					\$ 69,055.00
26	MANHOLES AND COVERS	\$ 15,000.00					\$ 15,000.00
26	FIRE ALARM	\$ 13,000.00					\$ 13,000.00
26	ATS	\$ 39,325.00					\$ 39,325.00
26	AS BUILD DRAWING	\$ 1,500.00					\$ 1,500.00
26	PUNCH LIST	\$ 2,500.00					\$ 2,500.00
26	ASCCPTANCE TESTING	\$ 3,000.00					\$ 3,000.00
CHANGE ORDERS							
31	EAST ROAD IMPROVEMENTS	\$ 70,852.65	30408.61			30408.61	\$ 40,444.04
32	Misc Detail Charges	\$ 11,766.56					\$ 11,766.56
		\$ -					\$ -
		\$ -					\$ -
		\$ -					\$ -
		\$ -					\$ -
		\$ -					\$ -
		\$ -					\$ -
		\$ -					\$ -

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		WATER TREATMENT PLANT - PHASE I		Application Number: 5	
Application Period:		January 1st thru 31st		Application Date: 1/31/2024	
A		B		C	
Description		Scheduled Value (\$)		From Previous Application (C+D)	
Totals		\$9,535,619.21		\$1,845,909.51	
		D		E	
		This Period		Materials Presently Stored (not in C or D)	
		\$393,573.00			
		F		G	
		Total Completed and Stored to Date (C + D + E)		Balance to Finish (B - F)	
		\$2,239,582.51		23.24%	
				\$7,397,036.60	



Invoice

HDR Michigan Inc.
Ann Arbor, MI 48104-6815

City of Ironwood
Invoices will be emailed.

Reference Invoice Number with Payment

HDR Invoice No. 1200594822
Invoice Date 07-FEB-2024
Invoice Amount Due \$26,879.58
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

New WTP
andersonp@ironwoodmi.gov, linnp@ironwoodmi.gov and
jsjoquist@coleman-engineering.com

Professional Services
From: 31-DEC-2023 To: 27-JAN-2024

Professional Services Summarization		Hours	Billing Rate	Amount
Senior Engineer	Trapp, Scott J	5.00	228.18	1,140.90
Engineer	Kaner, Andrew D	3.00	179.70	539.10
Senior Technical Consultant	Mulvihill, Jerome Wayne	15.00	246.65	3,699.75
Senior Technical Consultant	Prusakiewicz, Joshua R	13.50	247.69	3,343.82
Project Principal	West, Ernest A (Ernie)	2.50	302.35	755.88
Technical Consultant	Marion, Marcia L	1.00	159.84	159.84
		40.00		\$9,639.29
Total Professional Services				\$9,639.29 Basic

Expense Summarization		Quantity	Billing Rate	Amount
Subcontractors-Other	Coleman Engineering Company		RPR 8535.00 Other 3609.75	12,144.75
Subcontractors-Other	SEH Inc		Basic	2,846.81
				\$14,991.56
			Subs - Markup	2,248.73
				\$17,240.29
Total Expenses				\$17,240.29

Basic 427.04
RPR 1280.20
Other 541.49
2248.73

Amount Due This Invoice (USD) \$26,879.58

Totals
Basic 12,913.14
RPR 9,815.20
Other 4,151.24
26,879.58

Invoice

HDR Invoice No. 1200594822
Invoice Date 07-FEB-2024

Fee Amount	\$1,240,700.00
Fee Invoiced to Date	\$927,055.69
Fee Remaining	\$313,644.31

HDR Internal Reference Only	
Client Number	730060
Cost Center	10368
Project Number	10301947

2024 Table	HDR Contract	Period Invoice	Prior Invoiced	Invoiced to Date	Balance Remaining
Eng Basic	\$ 878,700.00	\$ 13,114.37	\$ 717,277.62	\$ 730,391.99	\$ 148,308.01
Eng Other	\$ 170,000.00	\$ 4,151.21	\$ 132,503.76	\$ 136,654.97	\$ 33,345.03
Eng Insp	\$ 192,000.00	\$ 9,614.00	\$ 50,394.73	\$ 60,008.73	\$ 131,991.27
TOTAL	\$1,240,700.00	\$ 26,879.58	\$ 900,176.11	\$ 927,055.69	\$ 313,644.31

Invoice

HDR Invoice No. 1200594822
 Invoice Date 07-FEB-2024

Professional Services and Expense Detail

Project Number: 10301947 Project Description: City of Ironwood-New WTP
 Task Number: 005 Task Description: Basic Services-Construction Administration

Professional Services		Hours	Billing Rate	Amount
Senior Engineer	Trapp, Scott J	5.00	228.18	1,140.90
Engineer	Kaner, Andrew D	3.00	179.70	539.10
Senior Technical Consultant	Mulvihill, Jerome Wayne	15.00	246.65	3,699.75
Senior Technical Consultant	Prusakiewicz, Joshua R	13.50	247.69	3,343.82
Project Principal	West, Ernest A (Ernie)	2.50	302.35	755.88
Technical Consultant	Marion, Marcia L	1.00	159.84	159.84
		40.00		\$9,639.29
		Total Professional Services		\$9,639.29
		Total Task		\$9,639.29

Professional Services and Expense Detail

Project Number: 10301947 Project Description: City of Ironwood-New WTP
 Task Number: 006 Task Description: Resident Project Representative-Coleman

Expense	Qty	Billing Rate	Amount
Subcontractors-Other			8,360.00
			\$8,360.00
		Sub Markup @ 15%	1,254.00
			\$9,614.00
		Total Subcontractor	\$9,614.00
		Total Task	\$9,614.00

Invoice

HDR Invoice No. 1200594822
Invoice Date 07-FEB-2024

Professional Services and Expense Detail

Project Number: 10301947 Project Description: City of Ironwood-New WTP
Task Number: 100 Task Description: Coleman

Expense	Qty	Billing Rate	Amount
Subcontractors-Other		Coleman Engineering Company	3,784.75
			\$3,784.75
		Sub Markup @ 15%	567.71
			\$4,352.46
		Total Subcontractor	\$4,352.46
		Total Task	\$4,352.46

Professional Services and Expense Detail

Project Number: 10301947 Project Description: City of Ironwood-New WTP
Task Number: 200 Task Description: Short Elliott Hendrickson-Sub

Expense	Qty	Billing Rate	Amount
Subcontractors-Other		SEH Inc	2,846.81
			\$2,846.81
		Sub Markup @ 15%	427.02
			\$3,273.83
		Total Subcontractor	\$3,273.83
		Total Task	\$3,273.83

City of Ironwood - New WTP - Project Number 10301947

Task Number	Task Name	Expenditure Type	Item Date	Employee/Supplier	Quantity	Comments
005	Basic Services-Const	Labor	04-DEC-2023	Kaner, Andrew D	2.00	
005	Basic Services-Const	Labor	12-DEC-2023	Kaner, Andrew D	1.00	
005	Basic Services-Const	Labor	03-JAN-2024	Marion, Marcia L	1.00	
005	Basic Services-Const	Labor	02-JAN-2024	Mulvihill, Jerome Wayne	1.00	
005	Basic Services-Const	Labor	03-JAN-2024	Mulvihill, Jerome Wayne	1.00	
005	Basic Services-Const	Labor	08-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	09-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	10-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	17-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	18-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	24-JAN-2024	Mulvihill, Jerome Wayne	2.00	
005	Basic Services-Const	Labor	26-JAN-2024	Mulvihill, Jerome Wayne	1.00	
005	Basic Services-Const	Labor	02-JAN-2024	Prusakiewicz, Joshua R	1.50	project management
005	Basic Services-Const	Labor	03-JAN-2024	Prusakiewicz, Joshua R	2.00	submittal/RFI reviews
005	Basic Services-Const	Labor	05-JAN-2024	Prusakiewicz, Joshua R	1.00	project management, RFI/submital response
005	Basic Services-Const	Labor	08-JAN-2024	Prusakiewicz, Joshua R	3.00	submital/RFI reviews, concrete report reviews
005	Basic Services-Const	Labor	10-JAN-2024	Prusakiewicz, Joshua R	2.00	construction meeting, submittals and RFI reviews
005	Basic Services-Const	Labor	24-JAN-2024	Prusakiewicz, Joshua R	2.00	construction meeting, minutes, and submittal/RFI reviews
005	Basic Services-Const	Labor	25-JAN-2024	Prusakiewicz, Joshua R	2.00	submittals, RFIs, project management
005	Basic Services-Const	Labor	10-JAN-2024	Trapp, Scott J	1.00	
005	Basic Services-Const	Labor	11-JAN-2024	Trapp, Scott J	1.50	
005	Basic Services-Const	Labor	15-JAN-2024	Trapp, Scott J	2.00	
005	Basic Services-Const	Labor	17-JAN-2024	Trapp, Scott J	0.50	
005	Basic Services-Const	Labor	04-DEC-2023	Travis, Lawrence A	4.50	
005	Basic Services-Const	Labor	05-DEC-2023	Travis, Lawrence A	2.00	
005	Basic Services-Const	Labor	06-DEC-2023	Travis, Lawrence A	2.00	
005	Basic Services-Const	Labor	11-DEC-2023	Travis, Lawrence A	5.00	
005	Basic Services-Const	Labor	12-DEC-2023	Travis, Lawrence A	2.00	
005	Basic Services-Const	Labor	18-DEC-2023	Travis, Lawrence A	3.50	
005	Basic Services-Const	Labor	19-DEC-2023	Travis, Lawrence A	4.00	
005	Basic Services-Const	Labor	20-DEC-2023	Travis, Lawrence A	1.00	
005	Basic Services-Const	Labor	08-JAN-2024	West, Ernest A (Ernie)	0.50	concrete issue mtg
005	Basic Services-Const	Labor	11-JAN-2024	West, Ernest A (Ernie)	1.00	Ph 2 kick off - move to Ph 2 when set up
005	Basic Services-Const	Labor	19-JAN-2024	West, Ernest A (Ernie)	2.00	Elec svc failure mtg, prep and follow up
007	Additional Services	Labor	11-JAN-2024	Konda, Teresa C	1.00	Phase 2 Kickoff Meeting
007	Additional Services	Labor	29-DEC-2023	Travis, Lawrence A	2.00	
					68.00	
006	Resident Project Rep	Subcontractors-Other	05-JAN-2024	Coleman Engineering Company	8,360.00	Subconsultant for City of Ironwood
100	Coleman	Subcontractors-Other	05-JAN-2024	Coleman Engineering Company	3,784.75	Subconsultant for City of Ironwood
200	Short Elliott Hendri	Subcontractors-Other	10-JAN-2024	SEH Inc	2,846.81	Sub for City of Ironwood



Coleman Engineering Company
635 Circle Dr
Iron Mountain, MI 49801

Josh Prusakewicz
HDR, Inc.
1000 Oakbrook Drive
Suite 200
Ann Arbor, MI 48104-6815

January 5, 2024
Project No: 210444
Invoice No: 49733

Project 210444 City of Ironwood Water Treatment Plant

Services from December 3, 2023 to December 31, 2023

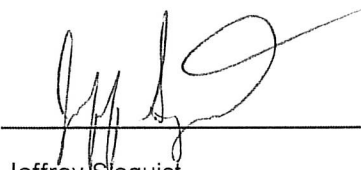
Billing Group	B	Construction Services			
Phase	1	Resident Project Representative			
Professional Services					
			Hours	Rate	Amount
Engineer 11			76.00	110.00	8,360.00
	Totals		76.00		8,360.00
	Total Labor				8,360.00
					Total this Phase
					\$8,360.00

Phase	2	Project Management - Construction			
Professional Services					
			Hours	Rate	Amount
Engineer 17			1.00	175.00	175.00
	Totals		1.00		175.00
	Total Labor				175.00
					Total this Phase
					\$175.00
					Total this Billing Group
					\$8,535.00

Billing Group	C	Other Engineering Services			
Phase	4	Cost Tracking			
Professional Services					
			Hours	Rate	Amount
Engineer 17			8.00	175.00	1,400.00
	Totals		8.00		1,400.00
	Total Labor				1,400.00
					Total this Phase
					\$1,400.00

Phase	6	Materials Testing			
Professional Services					
			Hours	Rate	Amount
Clerical 5			4.25	73.00	310.25
Technician 19			2.00	87.00	174.00
Technician 13			11.50	68.00	782.00

Project	210444	City of Ironwood Water Treatment Plant	Invoice	49733
Technician 9		.50 57.00	28.50	
Totals		18.25	1,294.75	
Total Labor				1,294.75
Compressive Strength Concrete Cylinder		31.0 Tests @ 25.00	775.00	
Hold Specimen (Not Tested)		14.0 Each @ 10.00	140.00	
			915.00	915.00
		Total this Phase		\$2,209.75
		Total this Billing Group		\$3,609.75
		Total this Invoice		\$12,144.75

Authorized By: 

 Jeffrey Sjoquist

Date: 1/5/24



Invoice

Invoice Number: 459918

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

Attn: Accounts Payable
HDR Engineering Inc Michigan
5405 Data Ct
Ann Arbor MI 48108

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount	\$2,846.81
Due Date	09-FEB-24
Invoice Date	10-JAN-24
Bill Through Date	30-DEC-23
Terms	30 NET
SEH Customer Acct #	84084
Customer Project #	HRD Project #10301947
Agreement / PO #	174851
Authorized Amount	\$40,400.00
Authorized Amount Remaining	\$22,625.80

Project Manager	Chris Larson clarson@sehinc.com 651.490.2000
Client Service Manager	Chris Larson clarson@sehinc.com 651.490.2000
Accounting Representative	Justin Oelschlager joelschlager@sehinc.com 651.490.2000

Project #	Project Name	Project Description
174851	HDRMI Ironwood WTP Phase 1 CA	Ironwood WTP - Phase 1 Construction Admin

Notes:

CC:

josh.prusakiewicz@hdrinc.com
Marcia.Marion@hdrinc.com

Direct

Personnel	Hours	Rate	Amount
Senior Project Engineer	4.00	249.08	\$996.34
Senior Project Engineer	1.00	249.08	\$249.08
Senior Project Engineer	5.00	257.07	\$1,285.35
Staff Engineer	2.00	140.64	\$281.29
Senior Admin Assistant	0.25	139.00	\$34.75
	12.25		\$2,846.81

Invoice total \$2,846.81



Invoice

Invoice Number: **459918**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Project Billing Summary


	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$2,846.81	\$14,927.39	\$17,774.20


Jessieville Spheroid Elevated Water Tank Improvements


BID OPENING: Tuesday, Jan. 30, 2024 @ 10:00 AM

Name of Bidder		Bid Bond		Total Amount
LC United Painting, Co. INC		✓		\$113,000. ⁰⁰
TMI Coatings, Inc.		✓		\$178,000. ⁰⁰
Pittsburg Tank & Tower Grp.		✓		\$129,475. ⁰⁰
Seven Brothers Painting, Inc.		✓		\$128,400. ⁰⁰

Witnesses to Bid Opening:







Bid Award
Action Taken:



To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 9, 2024

Meeting Date: February 12, 2024

Re: Phase 2 of Water Treatment Plant – Grant Agreement

The City was awarded an \$11,400,000 Emerging Contaminants- Small and Disadvantaged Communities Grant for Phase 2 of the Water Treatment Plant Project. This is a one hundred percent Grant, which means the City does not have to pay any dollar amount to receive the \$11,400,000 in Funding.

Attached is the Grant Agreement, between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Finance Division and the City of Ironwood. The Grant Agreement was reviewed and approved by Tim Dean, City Attorney.

I recommend the City Commission approve the Grant Agreement and authorize the City Manager to sign all applicable documents.



**BIPARTISAN INFRASTRUCTURE LAW – EMERGING CONTAMINANTS-SMALL
AND DISADVANTAGED COMMUNITIES GRANT AGREEMENT**

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **CITY OF IRONWOOD**

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** (“State”), and **City of Ironwood** (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the **Safe Drinking Water Act: Section 1459A** and the **Infrastructure Investment and Jobs Act, PL 117-58** under the regulatory authority of **2 CFR 200, 2 CFR 1500, and 40 CFR 33**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Ironwood Manganese Treatment

Project #: EC-001

Amount of grant: \$11,400,000

% of grant federal 100%

PROJECT TOTAL: \$11,400,000

Start Date: 10/1/2023

End Date: 2/1/2027

GRANTEE CONTACT INFORMATION:

Name/Title: Paul Anderson, City Manager

Organization: City of Ironwood

Address: 213 South Marquette Street

City, State, ZIP: Ironwood, MI 49938

Phone Number: (906) 932-5050

E-Mail Address: andersonp@ironwoodmi.gov

Federal ID Number: 38-6004566

Grantee DUNs/UEI Number: C4NEJ17F7HQ5

SIGMA Vendor Number: CV0047689

STATE'S CONTACT INFORMATION:

Name/Title: Leanne Hardisty, Grants Unit Manager

Division/Bureau/Office: Finance Division

Address: 525 W Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: (517) 582-0398

E-Mail Address: hardistyl@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Paul Anderson, City Manager

Signature

Name/Title

Date

FOR THE STATE:

Kelly Green, Administrator

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement, other than budget line item revisions less than 10% percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 30 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any

copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

Grantee must comply with all requirements imposed by the State on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award. Any additional requirements that the State imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports must also be provided by the Grantee.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable

measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

The City of Ironwood’s water supply has concentrations of manganese that have exceeded safe levels established by the Michigan Safe Drinking Water Act. Of the City’s six drinking water wells, five of the wells consistently exceed the safe level for manganese of 300 micrograms per liter (ug/L), established as the EPA’s Health Advisory value (average was 432 ug/L). This project includes the purchase and installation of the equipment needed to remove manganese from the source water by a concrete gravity filter treatment facility. The new equipment will chemically oxidize the manganese and then filter through sand into a holding tank (a clearwell). The water will then be pumped into the distribution system.

EGLE approved estimated project costs include:

Task	Budget
Planning/Design	\$1,081,000
Construction	\$10,319,000
Project Cost Subtotal	\$11,400,000
Total Grant Amount	\$11,400,000

Indirect costs are not allowed under this agreement.

Program-specific Requirements:

1. This project is subject to the Davis-Bacon Act, 40 U S C 276a, et seq, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.
2. The grantee must meet all federal crosscutter and other applicable requirements associated with the source of funding. See [IJA BIL EC-SDC Implementation Guide](#) for full requirements.
3. The Grantee must comply with all federal requirements imposed by the Infrastructure Investment and Jobs Act (Public Law No. 117-58) which includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America (BABA) Requirements”) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

- a. If the aforementioned BABA waiver is granted, the Grantee must still comply with Section 1452(a) of the Safe Drinking Water Act (42 U.S.C. 300 et seq.), which requires that all iron and steel products used in the project be produced in the United States unless the applicant obtains a waiver from the U.S. Environmental Protection Agency.
4. All non-professional contractor services should be competitively bid.
5. A completed Environmental Assessment (EA) must be on public notice for 30 days prior to any construction activities commencing. If the EA is not fully cleared prior to the start of construction, the Grantee risks reimbursement for any/all construction costs.
6. The Grantee agrees to comply with the anti-discrimination provisions of Section 602, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and Section 303, Title III of the Age Discrimination Act of 1975 (42 U.S.C. §6102) whereby the Grantee will not discriminate on the basis of race, color, national origin, sex, handicap, or age in any activity related to the project.
7. The Grantee agrees to comply with the requirements of 40 CFR Part 33 (Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs).
8. A signed contract is required for contracted services greater than \$50,000 prior to reimbursement.
9. If historic or archeological artifacts or remains are discovered during project construction, the Grantee agrees to immediately contact the State Historic Preservation Officer and EGLE. The Grantee further agrees to discontinue work in the vicinity of the discovery until the State Historic Preservation Officer has determined the general limits and potential significance of the site. If human remains are discovered during project construction, the applicant agrees to immediately contact the State Police.
10. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
11. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.
12. "Tap" or "connection" fees that a public water system may use as a standard charge for new systems making a connection to their existing public water system may be eligible. In general, these charges must:
 - a. Reflect the cost of the actual connection to the public water system,
 - b. Be well documented and itemized,
 - c. Be consistently applied to all connections,

- d. Not include anticipated costs or other costs the system may not incur,
- e. Not be punitive in nature to prevent a particular system from making a connection,
- f. Not also be included in a vendor contract.

Local fees that do not meet the criteria above, other than those associated with tangible construction (labor and materials) or inspection of new infrastructure associated with the grant, are not grant-eligible.

13. Completion of grant funded work does not constitute approval by EGLE's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.
14. The Grantee will have an audit of its entire operations prepared by a recognized independent certified public accountant for each year in which the applicant receives \$750,000 or more in federal assistance. The audit shall be prepared in conformance with the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and Office Management and Budget Circular No. A-133. The applicant will mail a copy of such audit to the Local Government Audit Division of the Michigan Department of Treasury and to the Michigan Finance Authority (hereafter referred to as the "Authority"). For audit purposes, the portion of each disbursement request that is considered to be federal assistance which counts towards the \$750,000 trigger amount will be determined by the Authority. The applicant will receive notification of the federal portion, along with any special instructions, directly from the Authority.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



To: Mayor Corcoran and City Commission

From: Cory Casari, DPW Shop Foreman

Date: February 9, 2024

Meeting Date: February 12, 2024

Re: Water Department Truck Replacement

As part of the City's Fleet Plan the City's 2013 Water Department Truck needs replacement. With the higher prices and long delivery times to replace vehicles over the last few years, I began to research a new truck to see what options we might have. After reviewing the competitive bid options on Sourcewell, Mideal, and calling other nearby car dealers I found that the availability time frame for a new truck is still out two years. The prices for a brand-new truck are also quite higher than that of some vehicles I found currently on dealer lots.

In my search, I found a vehicle that suites our need and is a 2023 Ford F-150 from Haggerty Ford in Chicago. The truck is a new truck with 6 miles on it. The dealership quoted a \$550 fee to deliver the truck to the City of Ironwood. With delivery, documentation fees and title fees, the total sales quote for the truck is \$50,595. The prices I received on new trucks from Sourcewell were significantly higher and the time frame I mentioned make the bidding process unacceptable for our needs.

Request:

Consider authorizing the City DPW to purchase a 2023 Ford F-150 from Haggerty Ford in West Chicago for \$50,595, declare Truck #15 (2013 GMC Sierra) as surplus equipment, and authorize the sale of Truck #15 with a minimum bid price set at \$3,000.



Date: 2/2/2024
 Salesperson: David Lindstrom
 Manager: Lou Tornabeni

FOR INTERNAL USE ONLY

BUSINESS NAME: **CITY OF IRONWOOD** Home Phone : _____
 CONTACT: _____
 Address : **200 PENOKEE RD IRONWOOD, MI 49938GOGEBIC** Work Phone : _____
 E-Mail : **casaric@ironwoodmi.gov** Cell Phone : **(906) 364-9755**

VEHICLE
 Stock # : **F81872** New / Used : **New** VIN : **1FTFX1E50PKF59692** Mileage: **6**
 Vehicle : **2023 Ford F-150** Color : **OXFORD WHITE**
 Type : **XL 4x4 SuperCab 8 ft. box 163 in. WX1E**
 Body Size : _____ Style : _____ Weight : **0** Unit Class : _____

Market Value Selling Price	49,660.00
DRIVEAWAY DELIVERY	550.00
Total Purchase	50,210.00
DealerDoc	358.00
Non Tax Fees	27.00
Cash Deposit	.00
Balance	50,595.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



To: Mayor Corcoran and City Commission

From: Jennifer Jacobson, City Clerk

Date: February 9, 2024

Meeting Date: February 12, 2024

Re: Election Inspector Rates

The City of Ironwood is preparing for the 2024 Election Cycle, which I've been advised by the County Clerk, will include four Elections (Feb.- Presidential Primary, May- IAS- *unconfirmed*, August- State Primary and November- General/Presidential). A significant new Election Law change in 2024 is Early Voting. Early Voting will bring inspectors County-wide to work together to cover the 9 days of Early Voting, which will take place at the Gogebic County Courthouse. In discussing Election Inspector rates across the County for the Early Voting requirements, it was noticed that the City of Ironwood is lower than several of our closest jurisdictions. Below is a spreadsheet of the current Election Inspector rates in the County and the proposed rates for 2024 that other local Clerks are recommending for their Election Workers.

<u>Jurisdiction</u>	<u>CURRENT Inspector Hourly Pay</u>	<u>CURRENT Chairperson hourly pay</u>	<u>2024 Proposed Rates</u>	<u>2024 Proposed Rates</u>
Marenisco Township	\$15.22	\$15.50	\$15.22	\$15.50
Watersmeet Township	\$15.00	\$20.00	\$20.00	\$25.00
Ironwood Township	\$15.00	\$15.00	\$15.00	\$15.00
Bessemer Township	\$11.00	\$12.00	\$15.00	\$15.00
City of Ironwood	\$12.00	\$12.00	\$15.50	\$16.50
City of Bessemer	\$14.00	\$14.25	\$16.00	\$16.00
City of Wakefield	\$10.00	\$11.00	\$15.50	\$16.50
AVERAGE	\$13.17	\$14.25	\$16.03	\$17.07

The work Election Inspectors do is imperative to Elections. The Election Inspectors and Chairperson work approximately 15 hours on Election Day and are required to attend mandatory Election training once every two years. To cover two precincts, we have a maximum of 9 Election Inspectors working each Federal/Presidential Election. Effective this year, 3 inspectors will also be required to work one 8-hour shift during the 9 days of Early Voting to comply with the County Agreement for Early Voting.

Our Ironwood Election Inspectors and the Election Chairperson have been at \$12.00 per hour since the 2022 Election Cycle.

Recommendation:

I am recommending the City Commission approve increasing the Election Inspector rate of pay from \$12.00 per hour to \$15.50 per hour and Election Chairperson pay from \$12.00 per hour to \$16.50 per hour, effective immediately. The Budget impact will be approximately \$487.50 more per Federal/State Election and approximately \$330 more for local elections where less workers are required.

EMBERLIGHT

Festival

RECEIVED
FEB 09 2024
CITY OF IRONWOOD

February 9, 2024

Ironwood City Commission
Memorial Building
Ironwood, MI 49938

Dear City Commission:

I am writing on behalf of Emberlight Arts. We are seeking a charitable gaming license to help fund this year's festival. Our plan is to have a raffle that concludes at one of the larger shows in August. This raffle is very similar to others held in the area.

The State of Michigan requires recognition as a nonprofit entity by the Commission. Attached please find a copy of our letter granting us nonprofit status.

We greatly appreciate your support of the Emberlight Festival and are working hard to have another wonderful summer of arts programming.

Sincerely,



Jeanne Graham
Emberlight Treasurer



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

EMBERLIGHT ARTS INC
PO BOX 162
IRONWOOD, MI 49938

Date:
08/02/2022
Employer ID number:
87-4320797
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
September 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 20, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053508003992

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

EMBERLIGHT ARTS INC
PO BOX 162
IRONWOOD, MI 49938

Date:
08/02/2022
Employer ID number:
87-4320797
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
September 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 20, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053508003992

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

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Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

Resolution #024-004

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a regular meeting of the Ironwood City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Corcoran on February 12, 2024
DATE

at 5:30 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Emberlight Arts of Ironwood,
NAME OF ORGANIZATION CITY

county of Gogebic, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Ironwood City Commission at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on February 12, 2024.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Jennifer L. Jacobson, City Clerk

PRINTED NAME AND TITLE

213 S. Marquette Street, Ironwood, MI 49938

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)