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



Phone: (906) 932-5050 Fax: (906) 932-5745 www.ironwoodmi.gov



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

Public Hearing – 5:25 P.M. Regular Meeting - 5:30 P.M.

#### ZOOM OPTION AVAILABLE FOR THE PUBLIC

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

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#### 5:25 P.M.

- 1. Open Public Hearing.
- 2. Recording of the Roll.
- 3. Public Hearing: To hear comment on Ordinance No. 549, an Ordinance to vacate Blue Jacket Street from Brogan Street to Fudally Street, Fudally street from Blue Jacket to East Street, East Street from Fudally Street to Geneva Street, and the Alley ROW East of Blue Jacket Street, North of Brogan, and South of Fudally Street, City of Ironwood, Gogebic County, Michigan.
- 4. Close Public Hearing.

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# 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 May 13, 2024.
- D. Approval of the Agenda.
- E. Approval of Monthly Check Register Report.
- F. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).
- G. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit).
- H. Presentation: Andrew DiGiorgio, Blight Update.
- I. Presentation: Bob Tervonen, Water Supply and Distribution System Update.

#### **UNFINISHED BUSINESS**

- J. Discuss and consider approving Change Order #9, for Jakes Excavating, which is an increase of \$2,467.50 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.
- K. Discuss and consider approving Payment #7, for Jake's Excavating, in the amount of \$101,981.09 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.
- L. Discuss and consider awarding the bid for the 2024 Grader to Fabick Cat, in the amount of \$398,582, declare #72 (1998 Cat 140H) as surplus equipment, and authorize the sale of #72 with a minimum bid price set at \$30,000.
- M. Discuss and consider adopting Ordinance No. 547, an Ordinance to rezone 316 Houk Street, Ironwood, Michigan, from C-1 Neighborhood Commercial to R-1A Residential.
- N. Discuss and consider adopting Ordinance No. 548, an Ordinance to rezone 1 Iron King Road, Ironwood, Michigan, from R-1A Residential to C-1 Neighborhood Commercial.
- O. Discuss and consider adopting Ordinance No. 549, an Ordinance to vacate Blue Jacket Street from Brogan Street to Fudally Street, Fudally Street from Blue Jacket Street to East Street, East Street from Fudally Street to Geneva Street, and the Alley Right-of-Way East of Blue Jacket Street, North of Brogan, and South of Fudally Street.
- P. Discuss and consider renewal of a Lease Agreement with Up-N-Smoke BBQ, LLC.
- Q. Discuss and consider approval of a Sales Agreement with Up-N-Smoke BBQ, LLC.
- R. Discuss and consider Change Order #1, for Northland Electric, DS, Inc., which is an increase of \$5,997.00 for the Curry Park Campground Electrical Upgrade Project.

#### **NEW BUSINESS**

- S. Discuss and consider accepting the \$70,000 proposal for Strategic Housing Plan from HKGI.
- T. Discuss and consider approving the Michigan Municipal Risk Management Authority Liability and Property Pool annual Insurance Coverage Proposal for \$176,951.

- U. Discuss and consider approving USDA Rural Development Letter of Conditions for the Phase 5 Sewer Project.
- V. Discuss and consider Xcel Energy Good Faith Offer for Permanent Right of Way easement through Lot 2, Block 4, Reid Addition with a payment of \$5,500.
- W. Discuss and consider approving Bridge Maintenance Agreement between the City of Ironwood and the Town of Oma.
- X. Discuss and consider authorizing the City to seek bids for Phase 5A Water System Construction Project.
- Y. Manager Appointment's.
- Z. Manager's Report.
- AA. Other Matters.
- BB. Adjournment.

#### Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held on May 13, 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 5:30 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 April 22, 2024.
  - 2) Review and Place on File:
    - a. Ironwood Housing Commission Meeting Minutes of April 9, 2024.
    - b. Pat O'Donnell Civic Center Meeting Minutes of April 1, 2024.
    - c. Pat O'Donnell Civic Center Special Meeting Minutes of April 15, 2024.

*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 amend the Agenda to remove New Business Item W. Discuss and consider accepting the \$66,000 Place Dynamics Proposal for the Strategic Housing Plan.

- E. Review and Place on File:
  - 1. Revenue & Expenditure Report.
  - 2. Cash and Investment Summary Report.

*Motion* was made by Semo, seconded by Korpi, and carried, to receive and place on file the Statement of Revenue & Expenditures Report for the month ending March 31, 2024, and the Cash and Investment Summary Report for March 2024.

F. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit). *Amy Nosel and Mora Nedlund addressed the Commission on agenda item Q., the Pride Proclamation, wishing to take a moment of gratitude towards the City Staff and Commissioners who help move the City forward to be more welcoming to all people.* 

John Rudberg addressed the Commission on agenda item X., Hiawatha Project, stating he feels the Human Relations and Equity Committee is creating an issue that doesn't exist with the Hiawatha Statue.

Steve Frank, addressed the Commission on agenda items Q and X, expressing his feelings against the Human Relations and Equity Committee efforts. Steve first stated that the Pride Flag should not be allowed to be flown in a City Park and recommended that the City keep the Hiawatha Statue as it is, commenting that it is a fiberglass novelty that was never intended to teach history. G. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit).

There were none.

H. Presentation: Andrew DiGiorgio, Present two Life Saving Awards, as a result of the Lutey's Flower Shop Fire.

Andrew DiGiorgio, Director of Ironwood Public Safety, introduced Public Safety Officers Colin Claussen and Kevin Stevens to the City Commissioners and Public. Andrew also presented Colin and Kevin with Life Saving Awards for their diligent efforts in saving the life of a victim from inside the structure during a fire that took place at Lutey's Flower shop and spread to the adjacent structure in April 2024.

#### **UNFINISHED BUSINESS**

I. Discuss and consider adopting the Gogebic County Council of Veteran's Affairs Memorandum of Understanding for Veteran's Services.

**Motion** was made by Mildren, seconded by Korpi, to adopt the Gogebic County Council of Veteran's Affairs Memorandum of Understanding for Veteran's Services. Unanimously passed by roll call vote.

J. Discuss and consider approving the Rural Development Pay Package #10 in the amount of \$238,290.64 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize the Mayor to sign all applicable documents.

*Motion* was made by Semo, seconded by Mildren, to approve the Rural Development Pay Package #10 in the amount of \$238,290.64 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.

K. Motion to rescind the approval of the American Rescue Plan State Revolving Fund Grant Agreement and Drinking Water Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the City of Ironwood for Phase II of the Water Treatment Plant.

**Motion** was made by Andresen, seconded by Semo, to rescind the April 22, 2024 approval of the American Rescue Plan State Revolving Fund Grant Agreement and Drinking Water Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the City of Ironwood for Phase II of the Water Treatment Plant. Unanimously passed by roll call vote.

L. Motion to approve the of the American Rescue Plan State Revolving Fund Grant Agreement and Drinking Water Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the City of Ironwood for the Phase V Water Project.

*Motion* was made by Semo, seconded by Korpi, to approve the of the American Rescue Plan State Revolving Fund Grant Agreement and Drinking Water Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the City of Ironwood for the Phase V Water Project. Unanimously passed by roll call vote. M. Discuss and consider approving the Contract with Angelo Luppino, Inc., for the 2024 Asphalt Blacktop Patching Project.

*Motion* was made by Mildren, seconded by Andresen, to approve the Contract with Angelo Luppino, Inc., for the 2024 Asphalt Blacktop Patching Project. Unanimously passed by roll call vote.

N. Discuss and consider approving a Change Order for Miller-Bradford, which is a decrease of \$6,800 for the 2023 Loader Purchase.

*Motion* was made by Semo, seconded by Korpi, to approve a Change Order for Miller-Bradford, which is a decrease of \$6,800 for the 2023 Loader Purchase. Unanimously passed by roll call vote.

#### **NEW BUSINESS**

O. Discuss and consider approving Cemetery Marker Fees.

*Motion* was made by Andresen, seconded by Semo, to approve Cemetery Marker Fees for Monument Companies at the rate of \$50 for the first locate, \$75 for the second and \$100 for the third, effective immediately. Unanimously passed by roll call vote.

P. Discuss and consider approving the Red Power Diesel invoice in the amount of \$28,263.54, for the additional expenses to the Fire Truck.

*Motion* was made by Andrew, seconded by Mildren, to approve the Red Power Diesel invoice in the amount of \$28,263.54, for the additional expenses to the Fire Truck. Unanimously passed by roll call vote.

Q. Discuss and consider adopting Resolution #024-007 declaring June 2024 as Pride Diversity & Inclusivity Celebration Month in the City of Ironwood and authorize the Pride flag to be flown at the City Square during the month of June.

**Motion** was made by Semo, seconded by Korpi, to adopt Resolution #024-007 declaring June 2024 as Pride Diversity & Inclusivity Celebration Month in the City of Ironwood and authorize the Pride flag to be flown at the City Square during the month of June. Unanimously passed by roll call vote.

R. Discuss and consider authorizing the Mayor to execute a Mt. Zion Easement Agreement with Gogebic Community College.

*Motion* was made by Mildren, seconded by Korpi, to authorize the Mayor to execute a Mt. Zion *Easement Agreement with Gogebic Community College. Unanimously passed by roll call vote.* 

S. Discuss and acknowledge the introduction of Ordinance No. 547, an Ordinance to rezone 316 Houk Street, Ironwood, Michigan, from C-1 Neighborhood Commercial to R-1A Residential.

*Motion* was made by Semo, seconded by Korpi, and carried, to acknowledge the introduction of Ordinance No. 547, an Ordinance to rezone 316 Houk Street, Ironwood, Michigan, from C-1 Neighborhood Commercial to R-1A Residential.

T. Discuss and acknowledge introduction of Ordinance No. 548, an Ordinance to rezone 1 Iron King Road, Ironwood, Michigan, from R-1A Residential to C-1 Neighborhood Commercial.

*Motion* was made by Mildren, seconded by Andresen, and carried, to acknowledge the introduction of Ordinance No. 548, an Ordinance to rezone 1 Iron King Road, Ironwood, Michigan, from R-1A Residential to C-1 Neighborhood Commercial.

U. Discuss and acknowledge introduction of Ordinance No. 549, an Ordinance to vacate Blue Jacket Street from Brogan Street to Fudally Street, Fudally Street from Blue Jacket Street to East Street, East Street from Fudally Street to Geneva Street, and the Alley Right-of-Way East of Blue Jacket Street, North of Brogan, and South of Fudally Street, and schedule a Public Hearing for the May 28, 2024 City Commission meeting.

**Motion** was made by Semo, seconded by Mildren, and carried, to acknowledge the introduction of Ordinance No. 549, an Ordinance to vacate Blue Jacket Street from Brogan Street to Fudally Street, Fudally Street from Blue Jacket Street to East Street, East Street from Fudally Street to Geneva Street, and the Alley Right-of-Way East of Blue Jacket Street, North of Brogan, and South of Fudally Street, and schedule a Public Hearing for the May 28, 2024 City Commission meeting.

V. Discuss and consider approving the construction of a Pavilion at the Ironwood Little League Field.

*Motion* was made by Mildren, seconded by Semo, to approve the construction of a Pavilion at the Ironwood Little League Field. Unanimously passed by roll call vote.

W. Discuss and consider authorizing the City to bid refuse collection, commercial dumpsters, and recycling.

*Motion* was made by Mildren, seconded by Semo, and carried, to authorize the City to bid refuse collection, commercial dumpsters, and recycling.

X. Discuss and consider approving Human Relations and Equity Committee Hiawatha project recommendation.

*Motion* was made by Semo, seconded by Andresen, to rework the Human Relations and Equity Committee Hiawatha project recommendation for educational panels to be displayed near the Hiawatha Statue. Commissioner Semo volunteered to be on a committee to assist with reworking the educational pieces. Unanimously passed by roll call vote.

#### Y. Manager's Report.

City Manager Paul Anderson provided the following verbal updates:

#### Engineering Updates

- *Phase 1 of the water plant project continues with CD Smith Construction with numerous wall pours continuing.*
- Today we started two new projects. The playground equipment was delivered for the Hiawatha Park Playground project. City crews were excavating the subgrade today and leveling the site out. Installation crews were scheduled to arrive this afternoon and will be working this week to install the equipment. After the equipment is installed the City crew will need to come back in to backfill and restore the site.

- Also starting today, was the 2024 Street Improvement project being performed by Jakes Excavating. The project is storm sewer replacement and road repair on Clemens Street by the UPS facility and DPW garage. The project will also repair the overflow parking lot here at the Memorial Building where there was some settlement from old building foundations.
- Phase 1 of the water plant project continues with CD Smith Construction. Exterior masonry work is currently occurring in addition to exterior concrete flatwork. Local Subcontractor Snow Country Contracting will begin work tomorrow on exterior piping work to tie the new facility into the existing wells and main lines into Town. Precast Concrete ceiling slabs will start arriving and being installed on Wednesday this week. Roofing will be going on in the end of May and early June. CD Smith will be done with their part of the work by July and then it will be subcontractors working on electrical/mechanical items the rest of this summer and fall.
- Phase 2 of the water plant is in for permit with EGLE with bidding hopefully in June August with construction beginning summer 2025.
- The \$3MIL lead service line replacement project continues with Jakes Excavating. They have one service line crew working full time replacing services. Last week they started a restoration crew. They have taken about 211 addresses off our list to date. They have replaced around 132 galvanized services with copper to date. 7 of those had the service replaced all the way from the house to the main line, with the remainder being from just the house to the curb stop (known as the "private side").
- Phase 5 water system design continues by Coleman Engineering, as we wait for USDA Rural Development to get back to our funding request for sewer system improvements. We are planning to do Phase 5A where we will be issuing a few streets out to bid this summer where there is water only. Those streets under that first phase are: Lake Ave, Albany (Hemlock to Norrie St), Fredrick (Albany to Lowell), a little piece of Lawrence north of Francis to the highway, and lastly is Nightingale between Francis and Coolidge.
- Curry Park Campground: last week Jakes Excavating replaced the water system as part of the Lead Service Line project. There is still some construction restoration work that needs to be completed out there, but everything is on schedule to be completed by May 24 as planned.

#### Managers Updates

- Surveys for the new Comprehensive Plan 10-year update are out. We are in the middle of a yearlong process to update this guiding document for the City of Ironwood. The Boards and Commissioners have their own survey and then there is a public survey which has been sent out as well.
- Thank you to the clerk's office and election workers for putting on another successful election on May 7th for the school general operating millage special election. They will begin on the next two elections in the coming weeks. This year's 3rd and 4th elections will be on August 6th for the State Primary and November 5th for the General Election.
- A reminder that Monday 5/27 is Memorial Day. The City offices and DPW will be closed. The 2nd City Commission meeting for the month of May will therefore be moved to Tuesday 5/28/24.
- Our budgeting process continues to be in process. With the budgeting work session that we had before tonight's meeting, there will be another budgeting workshop with the Commission on Tuesday 5/28/24 before the next City Commission meeting.
- Spring Cleanup Day was held two weekends ago. We had 91 residents bring trash on Friday May 3rd and 70 on Saturday May 4th at IPSD. This was approximately 40 more

than last year. We will stay in touch ASAP for the fall clean up date.

- Thanks to our resident's patience as our DPW performed water main flushing last week. This greatly aids in the maintenance of our water system. We do this flushing twice a year with a second round coming up in the fall. We will be sure to give plenty of notice prior to the second round this fall.
- All five of the Summer Help positions have been filled. 3 workers started already, and 2 workers will be starting when school is out in June.
- We have 3 openings in the DPW which will begin external advertising in the coming days. The open positions are in the water, sewer, and equipment maintenance departments.
- The Compost Site is now open. Hours are posted on our website.
- Congratulations to the upcoming Ironwood High School Class of 2024 Graduates, who will be graduating on May 24.

#### Z. Other Matters.

Commissioner Mildren commented on the trail network and connectivity Ironwood has worked so hard over the past several years to accomplish. He commended the efforts and is excited that many of the different Ironwood Recreation Areas are accessible and connected by trails.

AA. Consider Closed Session to discuss AFSCME Local 1538, Collective Bargaining Agreement Negotiations and Tentative Agreement.

*Motion* was made by Semo, seconded by Mildren, to enter closed session at 6:54 P.M. for the purpose of discussing AFSCME Local 1538, Collective Bargaining Agreement Negotiations and Tentative Agreement, as permissible under MCL 15.268 (c). Unanimously passed by roll call vote.

BB. Return to Open Session.

*Motion* was made by Korpi, seconded by Andresen, and carried, to return to open session at 7:30 P.M.

CC. Consider ratification of AFSCME Local 1538, Collective Bargaining Tentative Agreement.

*Motion* was made by Semo, seconded by Andresen, to ratify the AFSCME Local 1538, May 7, 2024 Tentative Agreement. Unanimously passed by roll call vote.

DD. Adjournment.

*Motion* was made by Semo, seconded by Andresen, and carried, to adjourn the meeting at 7:31 *P.M.* 

Kim S. Corcoran, Mayor

Jennifer L. Jacobson, City Clerk

05/23/2024 11:23 AM User: PAUL

DB: Ironwood

#### CHECK REGISTER FOR CITY OF IRONWOOD CHECK DATE FROM 04/01/2024 - 04/30/2024

Check Date Check Vendor Name Description Amount Bank RIVER RIVER VALL 04/04/2024 148782 POSTMASTER - IRONWOOD POSTAGE 102.02 POSTAGE 102.03 204.05 04/05/2024 148783 AIRGAS USA, LLC OXY & ACETYLENE FOR WELDING-DPW 665.83 162.24 04/05/2024 148784 AMAZON CAPITAL SERVICES CONCESSION SUPPLIES-CIVIC CTR OFFICE SUPPLIES 65.90 228.14 04/05/2024 148785 319.99 AUTO VALUE IRONWOOD REDLITHIUM 2 PK- & TOOL-DPW 148786 CHARTER COMMUNICATIONS 59.97 04/05/2024 PHONES - LIBRARY 04/05/2024 148787 CHARTER COMMUNICATIONS PHONE SERVICE - MEM BLDG 322.30 04/05/2024148788 CHARTER COMMUNICATIONS INTERNET & TV-WTR OFFICE 134.98 04/05/2024 148789 COLLIGO GIS, INC CONVERT IPF VIDEOS TO MP4-MAPPING SYS 792.00 04/05/2024 148790 CONKLIN, SARAH UB refund for account: CLOE-000663-0000-310.49 24-5/8"METER COUPLINGS&70-5/8"BENT 04/05/2024 148791 CORE & MAIN LP 1,900.00 50 - 5/8" METER COUPLINGS BENT 1,127.62 3,027.62 04/05/2024 148792 DENNIS HEWITT MILEAGE - MARCH 50.92 04/05/2024 148793 DEROSSO, DEVON TRAVEL EXP MRWA EXAM REVIEW CLASS 104.00 4,972.99 148794 ELAN FINANCIAL SERVICES 04/05/2024 CREDIT CARD PAYMENT 04/05/2024 148795 GARD SPECIALISTS INC CUTOFF WHEELS - DPW 569.87 04/05/2024 148796 GOGEBIC RANGE SOLID WASTE BLIGHT CLEAN UP ON SIDE OF ROAD 29.90 148797 GOGEBIC-IRON WASTEWATER AUTH WASTEWATER TREATMENT-APRIL 92,022.16 04/05/2024 148798 UB refund for account: COOE-000169-0000-331.77 04/05/2024 GRUENKE, GARY 04/05/2024 148799 210.00 HAWKINS, INC CYLINDER DEMURRAGE CHARGES-DPW CHLORINE & LPC-AM - PUMP STN 7,776.40 7,986.40 04/05/2024 148800 INSIGHT VISION LLC BATTERY ADAPTOR-SWR PUSH CAMERA 247.30 04/05/2024 148801 IRON COUNTY MINER 500 PURCHASE ORDER SHEETS 280.00 321.67 04/05/2024 148802 IRONWOOD TOWNSHIP 4972 E JACKSON RD-CIVIC CTR 04/05/2024 148803 IRONWOOD WATER & SEWER UTIL MARS-SEW-01 21.67 MARS-PRKS-01 30.00 MARS-SD-01 13.33 MARS-CEM-01 23.75 MARS-213-01 770.85 MCLW-123-01 1,113.78 AURE-235-01 84.80 2,058.18 31,237.09 04/05/2024 148804 JAKE'S EXCAVATING & LANDSCAPING LLC LEAD SERVICE LINE REPLACEMENT PRJ 04/05/2024 148805 SNOW PLOWING - CIVIC CTR 75.00 JAKE'S EXCAVATING & LANDSCAPING LLC 04/05/2024 148806 KUKLINSKI, GARY UB refund for account: GREE-000618-0000-469.02 04/05/2024 148807 KWIK TRIP INC GAS USAGE - PSD ACCT#00509454 1,529.87 GAS USAGE - DPW ACCT#00530823 3,296.15 04/05/2024 148808 KWIK TRIP INC 04/05/2024 148809 MICHELLE MARIE RIGONI-SIVULA CUSTODIAL SERVICES - MEM BLDG 221.00 CUSTODIAL SERVICES - MEM BLDG 221.00

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#### 05/23/2024 11:23 AM User: PAUL DB: Ironwood

#### CHECK REGISTER FOR CITY OF IRONWOOD CHECK DATE FROM 04/01/2024 - 04/30/2024

|                          | Check Vendor Name Description |  | Amount  |                  |
|--------------------------|-------------------------------|--|---|------------------|
| 04/05/2024               | 148810                        | MILLER-BRADFORD & RISBERG, INC                   | HINGE ASSYS&PINS-LOADER WINGS-DPW                     | 6,102.32         |
| 04/05/2024               | 148811                        | NORTH STAR BEVERAGE CO INC                       | CONCESSION SUPPLIES-CIVIC CTR                         | 277.50           |
| 04/05/2024               | 148812                        | OREILLY AUTO PARTS                               | POWER BELT FOR DRILL PRESS-DPW                        | 15.57            |
| 04/05/2024               | 148813                        | PETTY CASH                                       | REPLENISH PETTY CASH-MARCH                            | 256.90           |
| 04/05/2024               | 148814                        | RANGE CORP                                       | MISS DIG  | 111.00           |
| 04/05/2024               | 148815                        | RAPID GRAFIKS AND SIGNS                          | 16"X18" DECAL"EMPLOYEE ENTRANCE"-DPW                  | 80.00            |
| 04/05/2024               | 148816                        | REPUBLIC SERVICES #645                           | RECYCLING 213 S MARQUETTE ST                          | 4.84             |
|                          |                               |  |   |                  |
| 04/05/2024               | 148817                        | REPUBLIC SERVICES #645                           | RECYCLING - 123 MCLEOD AVE-PSD                        | 4.84             |
| 04/05/2024               | 148818                        | RESCOM ENVIRONMENTAL CORP                        | SHPO REVIEW ICE MAKING PLANT-CC                       | 750.00           |
| 04/05/2024               | 148819                        | SHARE CORP                                       | WASHER CONCENTRATE-DPW                                | 316.21           |
| 04/05/2024               | 148820                        | SIIRILA, DARREN                                  | UB refund for account: HEMN-001009-0000-              | 346.54           |
| 04/05/2024               | 148821                        | THOMPSON, BENJAMIN                               | UB refund for account: SILV-000414-0000-              | 236.95           |
| 04/05/2024               | 148822                        | U P REGION OF LIBRARY                            | UPRLC OPR FEE - LIBRARY                               | 1,196.09         |
| 04/05/2024               | 148823                        | U.S. BANK EQUIPMENT FINANCE                      | COPIER LEASE KYOCERA-CLERK'S                          | 399.32           |
| 04/05/2024               | 148824                        | USABLUEBOOK                                      | CHLORINE SWIFTEST&PHOSVER-PUMP STN                    | 206.61           |
| 04/05/2024               | 148825                        | VERIZON WIRELESS                                 | CELL PHONE CHARGES                                    | 675.89           |
| 04/05/2024               | 148826                        | WHITE WATER ASSOCIATES, INC                      | WATER SAMPLE TESTING                                  | 80.00            |
| 04/05/2024               | 148820                        | WHITE WATER ASSOCIATES, INC                      | WATER SAMPLE TESTING                                  | 80.00            |
| 04/05/2024               | 148827                        | XCEL ENERGY                                      | 110 N LOWELL ST UNIT DEPOT                            | 211.62           |
|                          |                               |  | 5788 OLD COUNTY RD                                    | 154.66           |
|                          |                               |  | DWNTWN STREET LIGHTS                                  | 196.83           |
|                          |                               |  | 219 E FREDERICK-TURN LIGHT                            | 85.20            |
|                          |                               |  | DWNTWN STREET LIGHTS                                  | 88.79            |
|                          |                               |  | DWNIWN SIKEEI LIGHIS                                  | 737.10           |
|                          |                               |  |   |                  |
| 04/05/2024               | 148828                        | XCEL ENERGY                                      | PUMP STN & 3 WELLS                                    | 5,691.28         |
| 04/05/2024               | 148829                        | XCEL ENERGY                                      | 105 W AURORA - CITY SQUARE                            | 181.96           |
| 04/05/2024               | 148830                        | XCEL ENERGY                                      | 205 W AURORA-WELLS FARGO BLDG                         | 113.92           |
| 04/05/2024               | 148831                        | XCEL ENERGY                                      | GROUP WATER POWER BILL                                | 1,856.34         |
| 04/05/2024               | 148832                        | ZARNOTH BRUSH WORKS                              | SWEEPER GUTTER BROOMS                                 | 1,220.40         |
| 04/05/2024               | 148833                        | ZIFKO'S TIRE & BATTERY SUPPLY                    | CLEAN & BUFF TIRE RIM - DPW                           | 923.70           |
| 04/10/2024               | 148834                        | POSTMASTER - IRONWOOD                            | POSTAGE   | 130.73           |
| 04/10/2024               | 140034                        | IOSIMASIEN INONWOOD                              | POSTAGE   | 130.73           |
|                          |                               |  | FUSIAGE   |                  |
|                          |                               |  |   | 261.46           |
| 04/12/2024               | 148835                        | 44 NORTH   | HRA,FSA&COBRA BUNDLED FEES-MAR                        | 920.00           |
| 04/12/2024               | 148836                        | AMAZON CAPITAL SERVICES                          | HVAC FILTERS - PSD                                    | 165.41           |
|                          |                               |  | 4 - COMPUTER CHAIRS-PSD                               | 197.60           |
|                          |                               |  | 4 - USB FLASH DRIVES - PSD                            | 78.88            |
|                          |                               |  | PICKLEBALLS & NET - CIVIC CTR                         | 81.75            |
|                          |                               |  |   | 22.98            |
|                          |                               |  | LARGE TOGGLE SWITCH - CIVIC CTR                       |                  |
|                          |                               |  | 4" METAL SPRING CLAMPS-CIVIC CTR                      | 41.38            |
|                          |                               |  |   | 588.00           |
| 04/12/2024               | 148837                        | AT&T MOBILITY                                    | 11-MONTHLY CELL PHONE CHGS-PSD                        | 486.42           |
| 04/12/2024               | 148838                        | AT&T MOBILITY                                    | 11-MONTHLY CELL PHONE CHGS-PSD                        | 486.42           |
| 04/12/2024               | 148839                        | BROADWAY AUTOMOTIVE                              | OIL CHG,WASHER FLUID&COOLANT-'20 DURANGO              | 72.00            |
| , -0, 0001               | 110000                        | Storistin notonottyb                             | OIL CHG, WASHER FLUID&COOLANT-'19 CHARGER             | 66.00            |
|                          |                               |  |   |                  |
|                          |                               |  | OIL CHG,MOUNT&BAL TIRES-'18 CHARGER-PSD               | 114.00           |
|                          |                               |  |   | 252.00           |
|                          | 148840                        | CENGAGE LEARNING, INC/GALE                       | BOOKS LIBRARY   | 133.19           |
| 04/12/2024               |                               |  |   |                  |
| 04/12/2024<br>04/12/2024 | 148841                        | CHARTER COMMUNICATIONS                           | PHONE & INTERNET - PUMP STN                           | 308.51           |
|                          |                               | CHARTER COMMUNICATIONS<br>CHARTER COMMUNICATIONS | PHONE & INTERNET - PUMP STN<br>PHONE & INTERNET - DPW | 308.51<br>231.36 |
| 04/12/2024               | 148841                        |  |   |                  |

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#### CHECK REGISTER FOR CITY OF IRONWOOD CHECK DATE FROM 04/01/2024 - 04/30/2024

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| Check Date | Check Vendor Name Description |  | Amount   |            |
|------------|-------------------------------|--|--|------------|
| 04/12/2024 | 148845                        | EUGENE FUDALEY                                   | MEAL REIMBURSEMENT MAR-APR 2024  | 10.00      |
| 4/12/2024  | 148846                        | FERGUSON WATERWORKS #1476                        | 6' DOUBLE WATER LINE STOP-AURORA ST  | 20,882.00  |
| 1/12/2021  | 110010                        |  | CREDIT TAX ON DOUBLE LINE STOP   | (1,182.00) |
|            |                               |  |  |            |
| 4/12/2024  | 148847                        | EODOLINID DIDC CUDDIV INC                        |  | 7.20       |
| 4/12/2024  | 148848                        | FORSLUND BLDG SUPPLY INC                         | CORD SWITCH - CIVIC CIR  | 1 000 20   |
|            |                               | GOLDEN DRAGON CHINESE RESTAURANT                 | DRAMA CLUB BANQUEI - LIDR  | 1,000.39   |
| 4/12/2024  | 148849                        | IRONBAYDELIVERY LLC                              | FULL INTERIOR DETAIL-PSD VEHICLE   | /0.00      |
| 4/12/2024  | 148850                        | IRONWOOD TOWNSHIP                                | 2ND QTR GARBAGE 11452 N PUMP STN   | 42.45      |
| 4/12/2024  | 148851                        | IRONWOOD WATER & SEWER UTIL                      | CLEM-205-01 - DPW  | 207.87     |
| 4/12/2024  | 148852                        | JAKE'S EXCAVATING & LANDSCAPING LLC              | SNOW PLOWING - CIVIC CTR   | 375.00     |
| 4/12/2024  | 148853                        | JEFF WIEMERI                                     | MEAL REIMBURSEMENT MAR-APR 2024  | 5.00       |
| 4/12/2024  | 148854                        | LAKES DISTRIBUTING INC                           | CUSTODIAL SUPPLIES - PSD   | 105.70     |
| 4/12/2024  | 148855                        | LEXIPOL LLC                                      | FIRE&EMS, POLICEONE ACADEMY ANNUAL-PSD   | 1,681.92   |
| 4/12/2024  | 148856                        | MR. CLEAN GENES CLEANING SERVICES                | REMOVE CONSTRUCTION DUST-LIBRARY   | 70.00      |
| 4/12/2024  | 148857                        | NASI CONSTRUCTION LLC                            | INSTALL ADA BATHROOM-LIBRARY   | 29,995.00  |
| 4/12/2024  | 148858                        | NEIL CORCORAN                                    | PIL INSURANCE - APR 2024   | 464.28     |
| 4/12/2024  | 148859                        | R.E.D. RICHARDS CONST., INC.                     | METER READING - MAR  | 2,645.19   |
| 4/12/2024  | 148860                        | REPUBLIC SERVICES #645                           | GARBAGE&RECYCLING-235 E AURORA-LIBR  |            |
| 4/12/2024  | 148861                        | REPUBLIC SERVICES #645                           | DUMPSTER - N11452 PUMP STN   | 36.29      |
| 4/12/2024  | 148862                        | REPUBLIC SERVICES #645                           | DIIMPSTER-213 S MAROHETTE ST   | 163 31     |
| 4/12/2024  | 148863                        | REPUBLIC SERVICES #645<br>REPUBLIC SERVICES #645 | DIMDOMEDOC-205 OLEMENIO OM LDDW  | 160 26     |
|            |                               |  | DUMPSIERS-ZUJ CLEMENS SI -DPW  | 109.30     |
| 4/12/2024  | 148864                        | REPUBLIC SERVICES #645                           | RESIDENTIAL GARB&RECYCLING-MAR   | 32,620.88  |
| 4/12/2024  | 148865                        | REPUBLIC SERVICES #645                           | DUMPSTER CHGS 123 W MCLEOD   | 562.37     |
| 4/12/2024  | 148866                        | SHERYL NORMAN                                    | PIL INSURANCE - APR 2024   | 464.28     |
| 4/12/2024  | 148867                        | SIRCHIE ACQUISITION COMPANY, LLC                 | TESTING SUPPLIES - PSD   | 121.68     |
| 4/12/2024  | 148868                        | SMITH, JESSICA                                   | UB refund for account: RANG-000095-0000-   | 298.87     |
| 4/12/2024  | 148869                        | SOBOLEWSKI, JARED                                | MEAL REIMBURSEMENT MAR-APR 2024  | 5.00       |
| 4/12/2024  | 148870                        | STATE OF MICHIGAN-MI ST POLICE                   | TOKEN FEE JAN-MAR 2024 - PSD   | 66.00      |
| 4/12/2024  | 148871                        | SUPERIOR RANGE SHOOTERS CLUB, INC                | ANNUAL CORP MEMBERSHIP - PSD   | 500.00     |
| 4/12/2024  | 148872                        | SUPERIORLAND LIBRARY                             | DELL LAPTOP COMPUTER-LIBRARY   | 986.11     |
| 4/12/2024  | 148873                        | VISIONS  | PROGRAM-WARRIOR LAWYERS-LIBR   | 500.00     |
| 4/12/2024  | 148874                        | VUKUSICH, GERALDINE                              | UB refund for account: TAMW-000301-0000-   | 281.98     |
| 4/12/2024  | 148875                        | W S DARLEY & CO                                  | 2 - 30" PRO FORCE AXE - PSD  | 714.30     |
| 4/12/2024  | 148876                        | WEX BANK   | GAS USAGE- DPW   | 1,912,26   |
| 4/12/2024  | 148877                        | XCEL ENERGY                                      | STREET LIGHTS  | 6,961,13   |
| 4/12/2024  | 148878                        | XCEL ENERGY                                      | CORD SWITCH - CIVIC CTR<br>DRAMA CLUB BANQUET - LIBR<br>FULL INTERIOR DETAIL-PSD VEHICLE<br>2ND QTR GARBAGE 11452 N PUMP STN<br>CLEM-205-01 - DPW<br>SNOW PLOWING - CIVIC CTR<br>MEAL REIMBURSEMENT MAR-APR 2024<br>CUSTODIAL SUPPLIES - PSD<br>FIRE&EMS, POLICEONE ACADEMY ANNUAL-PSD<br>REMOVE CONSTRUCTION DUST-LIBRARY<br>INSTALL ADA BATHROOM-LIBRARY<br>PIL INSURANCE - APR 2024<br>METER READING - MAR<br>GARBAGE&RECYCLING-235 E AURORA-LIBR<br>DUMPSTER - N11452 PUMP STN<br>DUMPSTER - N11452 PUMP STN<br>DUMPSTER - N11452 PUMP STN<br>DUMPSTERS-205 CLEMENS ST -DPW<br>RESIDENTIAL GARB&RECYCLING-MAR<br>DUMPSTER CHGS 123 W MCLEOD<br>PIL INSURANCE - APR 2024<br>TESTING SUPPLIES - PSD<br>UB refund for account: RANG-000095-0000-<br>MEAL REIMBURSEMENT MAR-APR 2024<br>TOKEN FEE JAN-MAR 2024 - PSD<br>ANNUAL CORP MEMBERSHIP - PSD<br>DELL LAPTOP COMPUTER-LIBRARY<br>PROGRAM-WARRIOR LAWYERS-LIBR<br>UB refund for account: TAMW-000301-0000-<br>2 - 30" FRO FORCE AXE - PSD<br>GAS USAGE- DPW<br>STREET LIGHTS<br>E4972 JACKSON RD - CIVIC CTR | 8,564.62   |
|            | 4 4 9 9 7 9                   |  |  | 100 50     |
| 4/16/2024  | 148879                        | POSTMASTER - IRONWOOD                            | 10011101   | 120.15     |
|            |                               |  | POSTAGE  | 128.79     |
|            |                               |  |  | 257.58     |
| 4/19/2024  | 148880                        | BLUE CARE NETWORK OF MICHIGAN                    | HOSPITALIZATION - MAY  | 24,106.82  |
| 4/19/2024  | 148881                        | BLUE CROSS, BLUE SHIELD OF MI                    | HOSPITALIZATION - MAY  | 6,552.69   |
| 4/19/2024  | 148882                        | BLUE CROSS, BLUE SHIELD OF MI                    | HOSPITALIZATION - MAY  | 8,366.60   |
| 4/19/2024  | 148883                        | BLUE CROSS, BLUE SHIELD OF MI                    | HOSPITALIZATION - MAY  | 6,042.91   |
| 4/19/2024  | 148884                        | CHARTER COMMUNICATIONS                           | PHONE SERVICE-MEM BLDG-OCT 2023  | 322.30     |
| 4/19/2024  | 148885                        | CHARTER COMMUNICATIONS                           | INTERNET & TV-WTR OFFICE   | 134.98     |
|            |                               | DELTA DENTAL OF MICHIGAN                         |  |            |
| 4/19/2024  | 148886                        |  | DENTAL - MAY   | 1,586.28   |
| 4/19/2024  | 148887                        | HAWKINS, INC                                     | CYLINDER DEMURRAGE CHARGES-PUMP STN  | 70.00      |
| 4/19/2024  | 148888                        | HOISINGTON KOEGLER GROUP, INC                    | IRWD COMPREHENSIVE PLAN UPDATE   | 3,132.50   |
| 4/19/2024  | 148889                        | IRONWOOD RENTAL LLC                              | UB refund for account: BONN-000326-0000-   | 249.67     |
| 4/19/2024  | 148890                        | MI MUNICIPAL WC FUND                             | ANNUAL W/C PREMIUM '22-'23-AUDIT   | 1,539.00   |
| 4/19/2024  | 148891                        | MICHELLE MARIE RIGONI-SIVULA                     | CUSTODIAL SERVICES - PSD   | 85.00      |
| = -        |                               |  | CUSTODIAL SERVICES - PSD   | 85.00      |
|            |                               |  | CUSTODIAL SERVICES - PSD   | 85.00      |
|            |                               |  |  | 00.00      |

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#### CHECK REGISTER FOR CITY OF IRONWOOD CHECK DATE FROM 04/01/2024 - 04/30/2024

| heck Date   | Check  | Vendor Name   | Description  | Amount   |
|---|--|---|--|--|
| 4/19/2024   | 148892   | NATHAN HOBBS  | 50% DEPOSIT-LOCKER ROOM-MEM BLDG   | 1,600.00   |
| 1/19/2024   | 148893   | USABLUEBOOK   | DISPENSER W/250 TESTS-PUMP STN   | 193.24   |
|   |  |   | 3-HYDRANT PRESSURE GAUGES 200PSI   | 431.24   |
|   |  |   |  | 624.48   |
| 1/19/2024   | 148894   | WESTERN UP PLANNING & DEV. REGION   | ANNUAL MEMBERSHIP 2024   | 2,261.00   |
| 4/19/2024   | 148895   | WHITE WATER ASSOCIATES, INC   | WATER SAMPLE TESTING   | 80.00  |
| /19/2024  | 148896   | XCEL ENERGY   | GROUP POWER BILL   | 10,715.78  |
| 1/23/2024   | 148897   | POSTMASTER - IRONWOOD   | POSTAGE  | 127.89   |
|   |  |   | POSTAGE  | 127.89   |
|   |  |   |  | 255.78   |
| /26/2024  | 148898   | AIRGAS USA, LLC   | RENTAL   | 55.95  |
| /26/2024  | 148899   | AMAZON CAPITAL SERVICES   | REPAIR PART  | 29.98  |
| /26/2024  | 148900   | AMAZON CAPITAL SERVICES   | SUPPLIES   | 84.68  |
| /26/2024  | 148901   | ARAMARK   | RENTALS  | 131.38   |
| /26/2024  | 148902   | ARAMARK   | RENTALS  | 137.19   |
| /26/2024  | 148903   | AVAYA COMMUNICATION-CIT   | RENTALS  | 252.00   |
| /26/2024  | 148904   | AXON ENTERPRISE, INC  | SUPPLIES   | 273.00   |
| /26/2024  | 148905   | AXON ENTERPRISE, INC  | EDUCATION AND TRAINING   | 495.00   |
| /26/2024  | 148906   | BELL EQUIPMENT CO   | REPAIR PART  | 152.99   |
| /26/2024  | 148907   | BROADWAY AUTOMOTIVE   | MAINT EQUIP  | 567.94   |
| /26/2024  | 148907   | CHARTER COMMUNICATIONS  | TELEPHONE/COMMUNICATIONS   | 532.06   |
| 20/2024   | 140900   | CHARIER COMMUNICATIONS  | TELEPHONE/COMMONICATIONS   | 552.00   |
| /26/2024  | 148909   | COMPUTER DOCTORS  | COMPUTER SERVICE   | 420.00   |
|   |  |   | COMPUTER SERVICE   | 165.00   |
|   |  |   | COMPUTER SERVICE   | 165.00   |
|   |  |   | COMPUTER SERVICE   | 1,831.00   |
|   |  |   | COMPUTER SERVICE   | 3,777.00   |
|   |  |   |  | 6,358.00   |
|   |  |   |  | .,   |
| 4/26/2024   | 148910   | DAILY GLOBE   | CLASSIFIED ADV   | 89.65  |
|   |  |   | CLASSIFIED ADV   | 89.65  |
|   |  |   | CLASSIFIED ADV   | 89.65  |
|   |  |   | CLASSIFIED ADV   | 89.65  |
|   |  |   | CLASSIFIED ADV   | 89.65  |
|   |  |   |  |  |
|   |  |   |  |  |
|   |  |   | CLASSIFIED ADV   | 97.20  |
|   |  |   |  |  |
| 4/26/2024   | 148911   | FUTURE PLUMBING, LLC  |  | 97.20  |
| , ., .  | 148911<br>148912   | FUTURE PLUMBING, LLC<br>FUTURE PLUMBING, LLC  | CLASSIFIED ADV   | 97.20<br>545.45<br>150.41<br>245.00  |
| /26/2024  |  |   | CLASSIFIED ADV<br>CONTRACTED SERVICES  | 97.20<br>545.45<br>150.41  |
| /26/2024<br>/26/2024  | 148912   | FUTURE PLUMBING, LLC  | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER  | 97.20<br>545.45<br>150.41<br>245.00  |
| /26/2024<br>/26/2024<br>/26/2024  | 148912<br>148913   | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC   | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP   | 97.20<br>545.45<br>150.41<br>245.00<br>19.32   |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024  | 148912<br>148913<br>148914   | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION  | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES   | 97.20<br>545.45<br>150.41<br>245.00<br>19.32<br>1,347.00   |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024                                | 148912<br>148913<br>148914<br>148915                               | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC   | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24  | 97.20<br>545.45<br>150.41<br>245.00<br>19.32<br>1,347.00<br>101,701.95   |
| 1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024 | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES   | $\begin{array}{r} 97.20\\ \\545.45\\ \\150.41\\ \\245.00\\ \\19.32\\ \\1,347.00\\ \\101,701.95\\ \\164.70\\ \\243.92\end{array}$                               |
| 1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024 | 148912<br>148913<br>148914<br>148915<br>148916                     | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH   | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES  | 97.20<br>545.45<br>150.41<br>245.00<br>19.32<br>1,347.00<br>101,701.95<br>164.70<br>243.92<br>21.67  |
| 1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024<br>1/26/2024              | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES                           | 97.20<br>545.45<br>150.41<br>245.00<br>19.32<br>1,347.00<br>101,701.95<br>164.70<br>243.92<br>21.67<br>13.33   |
| /26/2024<br>4/26/2024<br>4/26/2024<br>4/26/2024<br>4/26/2024<br>4/26/2024               | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES | $\begin{array}{r} 97.20\\ \hline 545.45\\ 150.41\\ 245.00\\ 19.32\\ 1,347.00\\ 101,701.95\\ 164.70\\ 243.92\\ \hline 21.67\\ 13.33\\ 30.00\\ \end{array}$      |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024                    | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES                           | $\begin{array}{r} 97.20\\ \\545.45\\ \\150.41\\ 245.00\\ \\19.32\\ \\1,347.00\\ 101,701.95\\ \\164.70\\ 243.92\\ \end{array}$                                  |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024                    | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES | $\begin{array}{r} 97.20\\ \hline 545.45\\ 150.41\\ 245.00\\ 19.32\\ 1,347.00\\ 101,701.95\\ 164.70\\ 243.92\\ \hline 21.67\\ 13.33\\ 30.00\\ \end{array}$      |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024                    | 148912<br>148913<br>148914<br>148915<br>148916<br>148917           | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP                                | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES | $\begin{array}{r} 97.20\\ \\545.45\\ \\150.41\\ 245.00\\ \\19.32\\ \\1,347.00\\ 101,701.95\\ \\164.70\\ 243.92\\ \end{array}$                                  |
| /26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024<br>/26/2024        | 148912<br>148913<br>148914<br>148915<br>148916<br>148917<br>148918 | FUTURE PLUMBING, LLC<br>G.T.C. AUTO PARTS INC<br>GOGEBIC COUNTY EQUALIZATION<br>HDR MICHIGAN, INC<br>IRONWOOD P.S.D. PETTY CASH<br>IRONWOOD TOWNSHIP<br>IRONWOOD WATER & SEWER UTIL | CLASSIFIED ADV<br>CONTRACTED SERVICES<br>MISC SEWER<br>MAINT EQUIP<br>SERVICES<br>PH2-FILTRATION PLANT-FEB25-MAR30,24<br>PETTY CASH<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES | $\begin{array}{r} 97.20\\ \\545.45\\ 150.41\\ 245.00\\ 19.32\\ 1,347.00\\ 101,701.95\\ 164.70\\ 243.92\\ \\21.67\\ 13.33\\ 30.00\\ 23.75\\ \\88.75\end{array}$ |

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#### CHECK REGISTER FOR CITY OF IRONWOOD CHECK DATE FROM 04/01/2024 - 04/30/2024

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| Check Date     | Check          | Vendor Name                   | Description                            | Amount     |
|----------------|----------------|-------------------------------|--|------------|
| 04/26/2024     | 148922         | MONROE TRUCK EQUIPMENT, INC   | REPAIR PART                            | 55.35      |
| 04/26/2024     | 148923         | NORTH AMERICAN BENEFITS CO    | LIFE INSURANCE                         | 186.30     |
| 04/26/2024     | 148924         | ONSOLVE LLC                   | SERVICES                               | 3,515.40   |
| 4/26/2024      | 148925         | OREILLY AUTO PARTS            | SUPPLIES                               | 7.16       |
|                |                |                               | SUPPLIES                               | 95.98      |
|                |                |                               | SUPPLIES                               | 67.96      |
|                |                |                               |  | 171.10     |
| 4/26/2024      | 148926         | REPUBLIC SERVICES #645        | CONTRACTED SERVICES                    | 230.45     |
| 4/26/2024      | 148927         | SOBOLEWSKI, JARED             | OTHER BENEFITS                         | 5.00       |
| 04/26/2024     | 148928         | U P ASSESSORS ASSOCIATION     | MEMBERSHIP & DUES                      | 15.00      |
| 4/26/2024      | 148929         | U.S. BANK EQUIPMENT FINANCE   | RENTAL                                 | 135.88     |
| 4/26/2024      | 148930         | VERIZON WIRELESS              | TELEPHONE/COMMUNICATIONS               | 675.65     |
| 4/26/2024      | 148931         | XCEL ENERGY                   | UTILITIES                              | 75.17      |
| 04/26/2024     | 148932         | XCEL ENERGY                   | UTILITIES                              | 165.68     |
| 4/26/2024      | 148933         | XCEL ENERGY                   | UTILITIES                              | 107.80     |
| 04/26/2024     | 148934         | XCEL ENERGY                   | UTILITIES                              | 168.53     |
| 04/26/2024     | 148935         | XCEL ENERGY                   | UTILITIES                              | 166.40     |
| 4/26/2024      | 148936         | ZIFKO'S TIRE & BATTERY SUPPLY | REPAIR PARTS                           | 25.00      |
| 04/29/2024     | 148937         | POSTMASTER - IRONWOOD         | POSTAGE                                | 131.34     |
|                |                |                               | POSTAGE                                | 131.34     |
|                |                |                               |  | 262.68     |
| RIVER TOTALS   | :              |                               |  |            |
| otal of 156 Di | sbursements:   |                               |  | 484,018.15 |
| Bank RVWSC W   | ATER SUPPLY SY | YSTEM CONSTRUCTION            |  |            |
| 04/19/2024     | 500062         | C.D. SMITH CONSTRUCTION, INC. | WATER TREATMENT PLANT PH 1-MAR1-30,'24 | 285,520.60 |
| 04/19/2024     | 500063         | HDR MICHIGAN, INC             | FILTRATION/TREATMENT-FEB25-MAR30,24    | 33,545.43  |
| RVWSC TOTALS   | :              |                               |  |            |
|                |                |                               |  | 319,066.03 |

Total of 158 Disbursements:

803,084.18



#### Change Order No. 9

Date of Issuance: 5/14/2024 Owner: The City of Ironwood Contractor: Jake's Excavating & Landscaping, LLC Engineer: Coleman Engineering Company Project: Lead Service Line Replacement Project Contract Name: Lead Service Line Replacement Project

Effective Date: 5/28/2024 Owner's Contract No.: N/A Contractor's Project No.: N/A Engineer's Project No.: 221079

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

Description: Additional items added to the contract for the Curry Park Water System Project

Attachments: Schedule of Pay Items

|                 | CHANGE IN CONTRACT                           | PRICE           | CHANGE IN CONTRACT TIMES                              |  |  |  |  |  |  |
|-----------------|--|-----------------|---|--|--|--|--|--|--|
|                 |  |                 | [note changes in Milestones if applicable]            |  |  |  |  |  |  |
| Origina         | l Contract Price:                            |                 | Original Contract Times:                              |  |  |  |  |  |  |
|                 |  |                 | Substantial Completion: September 1, 2025             |  |  |  |  |  |  |
| \$ <u>2,721</u> | ,786.50                                      |                 | Ready for Final Payment: October 1, 2025              |  |  |  |  |  |  |
|                 |  |                 | days or dates   |  |  |  |  |  |  |
| [Increa         | se] [Decrease] from previously               | approved Change | [Increase] [Decrease] from previously approved Change |  |  |  |  |  |  |
| Orders          | No. <u>1</u> to No. <u>8</u> :               |                 | Orders No. 1 to No. 8:                                |  |  |  |  |  |  |
|                 |  |                 | Substantial Completion: N/A                           |  |  |  |  |  |  |
| \$ <u>171,3</u> | 98.62  |                 | Ready for Final Payment: <u>N/A</u>                   |  |  |  |  |  |  |
|                 |  |                 | days  |  |  |  |  |  |  |
| Contrac         | ct Price prior to this Change Ord            | ler:            | Contract Times prior to this Change Order:            |  |  |  |  |  |  |
|                 |  |                 | Substantial Completion: September 1, 2025             |  |  |  |  |  |  |
| \$ <u>2,550</u> | ,387.88                                      |                 | Ready for Final Payment: October 1, 2025              |  |  |  |  |  |  |
|                 |  |                 | days or dates   |  |  |  |  |  |  |
| [Increas        | se] [ <del>Decrease</del> ] of this Change O | rder:           | [Increase] [Decrease] of this Change Order:           |  |  |  |  |  |  |
|                 |  |                 | Substantial Completion: <u>N/A</u>                    |  |  |  |  |  |  |
| \$ <u>2,467</u> | .50  |                 | Ready for Final Payment: <u>N/A</u>                   |  |  |  |  |  |  |
|                 |  |                 | days or dates   |  |  |  |  |  |  |
| Contrac         | t Price incorporating this Chan              | ge Order:       | Contract Times with all approved Change Orders:       |  |  |  |  |  |  |
|                 |  |                 | Substantial Completion: September 1, 2025             |  |  |  |  |  |  |
| \$ <u>2,552</u> | ,855.38                                      |                 | Ready for Final Payment: October 1, 2025              |  |  |  |  |  |  |
|                 |  |                 | days or dates   |  |  |  |  |  |  |
|                 | RECOMMENDED:                                 | ACCE            | PTED: () (ACGEPTED:                                   |  |  |  |  |  |  |
| By:             | All Ch                                       | Ву:             | By:   |  |  |  |  |  |  |
|                 | Engineer (if required)                       | Owner (Au       | thorized Signature) Contractor (Authorized Signature) |  |  |  |  |  |  |
| Title:          | Project Manager                              | Title           | Title CWMR  |  |  |  |  |  |  |
| Date:           | 5/16/2024                                    | Date            | Date 5/14/2020  |  |  |  |  |  |  |
| Approve         | ed by Funding Agency (if applic              | able)           |   |  |  |  |  |  |  |
| • •             | ea by Fanang Agency (ii applie               |                 | Date:   |  |  |  |  |  |  |
| By: _           |  |                 | Date.   |  |  |  |  |  |  |
| Title:          |  |                 |   |  |  |  |  |  |  |
|                 |  |                 |   |  |  |  |  |  |  |
|                 |  |                 |   |  |  |  |  |  |  |

|      | Service Line Replacement<br>roject No. 221079   |           |                       | Revised     | Contract thru Change<br>Order #8 | Chang | e Order #9   | Revised C            | ontract thru Change<br>Order #9 |            |
|------|---|-----------|-----------------------|-------------|----------------------------------|-------|--------------|----------------------|---------------------------------|------------|
| ltem | Description   | Unit      | Unit Price            | Qty         | Total                            | Qty   | Total        | Qty                  |                                 | Total      |
| 1    | Mobiliazation, Max. (5%)  | LSUM      |                       | 1           | \$ 27,000.00                     |       | \$ -         | 1                    | \$                              | 27,000.0   |
| 2    | Water Service Exploration Private Side at House   | EA        | \$ 400.00             | 40          | \$ 16,000.00                     |       | \$ -         | 40                   | \$                              | 16,000.0   |
| 3    | Water Service Exploration Public Side at Curb   | EA        | \$ 400.00             | 40          | \$ 16,000.00<br>\$ 45,885.00     |       | \$ -<br>\$ - | 40                   | \$<br>\$                        | 16,000.00  |
| 4    | 1-inch Corporation Stop<br>1-inch Type K Copper Water Service Water Main to ROW (City Side) | EA<br>LF  | \$ 475.00<br>\$ 54.00 | 97<br>2,898 | \$ 45,885.00<br>\$ 156,492.00    |       | \$ -<br>\$ - | 2,898                | \$                              | 45,885.00  |
| 6    | 1-inch Curb Stop and Box  | EA        | \$ 450.00             | 2,898       | \$ 99,450.00                     |       | \$ -         | 2,838                | \$                              | 99,450.00  |
| 7    | Water Pressure Control for New Curb Box   | EA        | \$ 250.00             | 100         | \$ 25,000.00                     |       | \$ -         | 100                  | \$                              | 25,000.00  |
| 8    | 1-inch Type K Copper Water Service ROW to House (Private Side)                              | LF        | \$ 60.85              | 12,600      | \$ 766,710.00                    |       | \$ .         | 12,600               | \$                              | 766,710.00 |
| 9    | Water Service Interior Plumbing Connection  | EA        | \$ 550.00             | 210         | \$ 115,500.00                    |       | \$ -         | 210                  | \$                              | 115,500.0  |
| 10   | Plumbing Permit Applications and Administration   | EA        | \$ 500.00             | 211         | \$ 105,500.00                    |       | \$ -         | 211                  | \$                              | 105,500.0  |
| 11   | Plumbing Permit Fees  | EA        | \$ 155.00             | 211         | \$ 32,705.00                     |       | \$ -         | 211                  | \$                              | 32,705.00  |
| 12   | Insulation Board, 2-inch  | SFT       | \$ 1.55               | 11,778      | \$ 18,256.64                     |       | \$ -         | 11,778.48            | \$                              | 18,256.64  |
| 13   | Erosion Control, Silt Fence   | FT        | \$ 3.00               | 1,500       | \$ 4,500.00                      |       | \$ -         | 1,500                | \$                              | 4,500.0    |
| 14   | Erosion Control, Inlet Protection, Fabric Drop  | EA        | \$ 55.00              | 170         | \$ 9,350.00                      |       | \$ -         | 170                  | \$                              | 9,350.0    |
|      | Special Backfill  | CY        | \$ 15.00              | 500         | \$ 7,500.00                      |       | \$ -         | 500                  | \$                              | 7,500.00   |
|      | Curb and Gutter, Rem  | FT<br>SYD | \$ 5.00<br>\$ 5.40    | 1,546       | \$ 7,728.00<br>\$ 11,755.04      |       | \$ -<br>\$ - | 1,545.60<br>2,176.86 | \$<br>\$                        | 7,728.00   |
|      | Sidewalk & Concrete Driveway, Rem<br>Concrete Pavement, Rem                                 | SYD       | \$ 7.00               | 500         | \$ 3,500.00                      |       | \$ -         | 500                  | \$                              | 3,500.00   |
| 19   | HMA Surface, Rem  | SYD       | \$ 4.00               | 5,502       | \$ 22,008.00                     |       | \$ -         | 5,502                | \$                              | 22,008.00  |
|      | Utility Exploration   | EA        | \$ 250.00             | 3,302       | \$ 7,500.00                      |       | \$ -         | 3,302                | \$                              | 7,500.00   |
|      | Subbase, CIP  | SYD       | \$ 6.54               | 5,152       | \$ 33,694.08                     |       | \$ -         | 5,152                | \$                              | 33,694.0   |
|      | Aggregate Base, 9-inch  | SYD       | \$ 7.30               | 5,502       | \$ 40,164.60                     |       | \$ -         | 5,502                | \$                              | 40,164.60  |
|      | Aggregate Surface Course, 6-inch  | SYD       | \$ 5.70               | 2,300       | \$ 13,110.00                     |       | \$ -         | 2,300                | \$                              | 13,110.00  |
|      | Curb and Gutter, Conc   | FT        | \$ 57.00              | 1,546       | \$ 88,099.20                     |       | \$ -         | 1,545.60             | \$                              | 88,099.20  |
| 1.02 | Sidewalk Ramp, Conc, 4-inch   | SFT       | \$ 11.85              | 270         | \$ 3,199.50                      |       | \$ -         | 270                  | \$                              | 3,199.50   |
|      | Sidewalk, Con, 4-inch   | SFT       | \$ 10.98              | 2,177       | \$ 23,901.92                     |       | \$ -         | 2,176.86             | \$                              | 23,901.92  |
|      | Driveway, Non-Reinf Concrete, 6-inch  | SYD       | \$ 85.55              | 437         | \$ 37,417.17                     |       | \$ -         | 437.37               | \$                              | 37,417.17  |
|      | Driveway, Reinf Concrete, 6-inch  | SYD       | \$ 86.60              | 435         | \$ 37,703.22                     |       | \$ -         | 435.37               | \$                              | 37,703.22  |
|      | HMA Pavement, MDOT 4EL  | SYD       | \$ 37.25              | 5,502       | \$ 204,949.50                    |       | \$ -         | 5,502                | \$                              | 204,949.50 |
|      | Abandon Water Service   | EA        | \$ 300.00             | 97          | \$ 28,980.00                     |       | \$ -         | 96.60                | \$                              | 28,980.00  |
|      | Lawn Restoration  | SYD       | \$ 2.00               | 37,950      | \$ 75,900.00                     |       | 5 -          | 37,950               | \$                              | 75,900.00  |
|      | Replace Existing Storm Sewer  | LF        | \$ 35.00              | 250         | \$ 8,750.00                      |       | \$ -         | 250                  | \$                              | 8,750.00   |
|      | 6-inch SDR 35 PVC Sewer Lateral   | LF        | \$ 40.00              | 4,752       | \$ 190,080.00                    |       | \$ -         | 4,752                | \$                              | 190,080.00 |
|      | Record Drawings   | EA        | \$ 250.00             | 210         | \$ 52,500.00                     |       | \$ -         | 210                  | \$                              | 52,500.00  |
|      | Rock Excavation   | CYD       | \$ 40.00              | 300         | \$ 12,000.00                     |       | \$ -         | 300                  | \$                              | 12,000.00  |
|      | Topsoil (4-inch thick)  | SYD       | \$ 2.85               | 37,950      | \$ 108,157.50                    |       | \$ -         | 37,950               | \$                              | 108,157.50 |
| _    | Temporary Water to Commercial Establishment   | EA        | \$ 550.00             | 25          | \$ 13,750.00                     |       | \$ -         | 25                   | \$                              | 13,750.00  |
|      | 111 Poplar Street Interior  | LSUM      | \$ 95.00              | 1           | \$ 95.00                         |       | \$ -         | 1                    | \$                              | 95.00      |
| 39   | 330 Larch Street Interior   | LSUM      | \$ 61.00              | 1           | \$ 61.00                         |       | \$ -         | 1                    | \$                              | 61.00      |
| 40   | 105 Shamrock Street Interior  | LSUM      | \$ 95.00              | 1           | \$ 95.00                         |       | \$ -         | 1                    | \$                              | 95.00      |
| 41   | 328 E Oak Street Interior   | LSUM      | \$ 126.50             | 1           | \$ 126.50                        |       | \$-          | 1                    | \$                              | 126.50     |
| 42   | 434 E Tamarack Street Interior  | LSUM      | \$ 86.00              | 1           | \$ 86.00                         |       | \$ -         | 1                    | \$                              | 86.00      |
| 43   | 351 E Houk Street Interior  | LSUM      | \$ 195.00             | 1           | \$ 195.00                        |       | \$ -         | 1                    | \$                              | 195.00     |
| 44   | 487 Aspen Street Interior   | LSUM      | \$ 100.00             | 1           | \$ 100.00                        |       | \$ -         | 1                    | \$                              | 100.00     |
| 45   | 920 E Pine Street Interior  | LSUM      | \$ 225.00             | 1           | \$ 225.00                        |       | \$ -         | 1                    | \$                              | 225.00     |
| 46   | 531 E Bundy Street Interior   | LSUM      | \$ 105.00             | 1           | \$ 105.00                        |       | \$ -         | 1                    | \$                              | 105.00     |
| 2000 | 248 E Tamarack Street Interior  | LSUM      | \$ 155.00             | 1           | \$ 155.00                        |       | \$ -         | 1                    | \$                              | 155.00     |
| 48   | 316 E Tamarack Street Interior  | LSUM      | \$ 155.00             | 1           | \$ 155.00                        |       | \$ -         | 1                    | \$                              | 155.00     |
| 49   | 300 E Ayer Street Interior  | LSUM      | \$ 170.00             | 1           | \$ 170.00                        |       | \$ -         | 1                    | \$                              | 170.00     |
| 50   | 1200 E Cloverland Drive Interior  | LSUM      | \$ 400.00             | 1           | \$ 400.00                        |       | \$ -         | 1                    | \$                              | 400.00     |
| 51   | 1200 E Cloverland Drive - Exterior 2-inch Copper  | LSUM      | \$ 3,150.00           | 1           | \$ 3,150.00                      |       | \$ -         | 1                    | \$                              | 3,150.00   |
| 52   | 302 N Lake Street Interior  | LSUM      | \$ 125.00             | 1           | \$ 125.00                        |       | \$ -         | 1                    | \$                              | 125.00     |
| 53 F | Replace Existing Curb Box   | EA        | \$ 200.00             | 25          | \$ 5,000.00                      |       | \$ -         | 25                   | \$                              | 5,000.00   |
| 54 2 | 210 W Ayer St Interior  | LSUM      | \$ 131.25             | 1           | \$ 131.25                        |       | \$ -         | 1                    | \$                              | 131.25     |
| 55 1 | 1124 Celia St Interior  | LSUM      | \$ 189.00             | 1           | \$ 189.00                        |       | \$ -         | 1                    | \$                              | 189.00     |
| 56 1 | 132 N Marquette St Interior   | LSUM      | \$ 84.00              | 1           | \$ 84.00                         |       | \$ -         | 1                    | \$                              | 84.00      |
| 57 1 | 1037 E Sutherland Ave Interior  | LSUM      | \$ 105.00             | 1           | \$ 105.00                        |       | \$ -         | 1                    | \$                              | 105.00     |
| 58 1 | 132 Smith St Interior   | LSUM      | \$ 126.00             | 1           | \$ 126.00                        |       | \$ -         | 1                    | \$                              | 126.00     |
| 59 2 | 209 Alfred Wright Blvd Interior   | LSUM      | \$ 105.00             | 1           | \$ 105.00                        |       | \$ -         | 1                    | \$                              | 105.00     |
| 60 6 | 24 E McLeod Ave Interior  | LSUM      | \$ 183.75             | 1           | \$ 183.75                        |       | \$ -         | 1                    | \$                              | 183.75     |
| 61 7 | '37 E Ayer St Interior  |           | \$ 105.00             | 1           | \$ 105.00                        |       | \$-          | 1                    | \$                              | 105.00     |
| 62 1 | 21 W Gogebic St Interior  | LSUM      | \$ 252.00             | 1           | \$ 252.00                        |       | \$-          | 1                    | \$                              | 252.00     |
| 63 4 | 13 N Lowell St Interior   | LSUM      | \$ 231.00             | 1           | \$ 231.00                        |       | \$-          | 1                    | \$                              | 231.00     |
| 64 7 | 16 E Ayer St Interior   |           | \$ 68.25              | 1           | \$ 68.25                         |       | \$-          | 1                    | \$                              | 68.25      |
| 65 3 | 11 W Norrie St Interior   | LSUM      | \$ 126.00             | 1           | \$ 126.00                        |       | \$-          | 1                    | \$                              | 126.00     |
| 66 1 | 02 E Pewabic Interior   | LSUM      | \$ 115.50             | 1           | \$ 115.50                        |       | \$ -         | 1                    | \$                              | 115.50     |
| 67 6 | 06 N Lake St Interior   | LSUM      | \$ 105.00             | 1           | \$ 105.00                        |       | \$ -         | 1                    | \$                              | 105.00     |
| 58 1 | 04 Norrie St Interior   | LSUM      | \$ 157.50             | 1           | \$ 157.50                        |       | \$-          | 1                    | \$                              | 157.50     |
| 59 1 | 46 W Birch St Interior  | LSUM      | \$ 157.50             | 1           | \$ 157.50                        |       | \$ -         | 1                    | \$                              | 157.50     |
|      | 06 Wilson Interior  |           | \$ 105.00             | 1           | \$ 105.00                        |       | \$ -         | 1                    | \$                              | 105.00     |
| -    | 01 W Oak St Interior  |           | \$ 157.50             | 1           | \$ 157.50                        |       | \$ -         | 1                    | \$                              | 157.50     |
|      | 14 Norrie St Interior   | _         | \$ 288.75             | 1           | \$ 288.75                        |       | \$ -         |                      | \$                              | 288.75     |
| 17   | 14 E Ayer St Interior   |           | \$ 131.25             | 1           | \$ 131.25                        |       | \$ -         |                      | \$                              | 131.25     |

| Item | Description                                   | Unit | Unit   | Price   | Qty | Total           | Qty |    | Total    | Qty | Total           |
|------|---|------|--------|---------|-----|-----------------|-----|----|----------|-----|-----------------|
| 74   | 502 N Curry St Interior                       | LSUM | \$     | 157.50  | 1   | \$<br>157.50    |     | \$ | -        | 1   | \$<br>157.50    |
| 75   | 921 E Ayer St Interior                        | LSUM | \$     | 105.00  | 1   | \$<br>105.00    |     | \$ |          | 1   | \$<br>105.00    |
| 76   | 102 E Gogebic St Interior                     | LSUM | \$     | 157.50  | 1   | \$<br>157.50    |     | \$ | -        | 1   | \$<br>157.50    |
| 77   | 123 W Oak St Interior                         | LSUM | \$     | 105.00  | 1   | \$<br>105.00    |     | \$ | -        | 1   | \$<br>105.00    |
| 78   | 112 Bonnie Rd Interior                        | LSUM | \$     | 157.50  | 1   | \$<br>157.50    |     | \$ |          | 1   | \$<br>157.50    |
| 79   | 31 Newport Heights S Interior                 | LSUM | \$     | 210.00  | 1   | \$<br>210.00    |     | \$ | -        | 1   | \$<br>210.00    |
| 80   | 1133 Old County Rd Interior                   | LSUM | \$     | 210.00  | 1   | \$<br>210.00    |     | \$ |          | 1   | \$<br>210.00    |
| 81   | 33 Newport Heights S Interior                 | LSUM | \$     | 210.00  | 1   | \$<br>210.00    |     | \$ | -        | 1   | \$<br>210.00    |
| 82   | 317 W Oak St Interior                         | LSUM | \$     | 357.00  | 1   | \$<br>357.00    |     | \$ |          | 1   | \$<br>357.00    |
| 83   | 110 N Mansfield St Interior                   | LSUM | \$     | 141.75  | 1   | \$<br>141.75    |     | \$ | -        | 1   | \$<br>141.75    |
| 84   | HDPE Water Line, 1-Inch                       | FT   | \$     | 18.50   | 725 | \$<br>13,412.50 |     | \$ | -        | 725 | \$<br>13,412.50 |
| 85   | HDPE Water Line, 2-Inch                       | FT   | \$     | 20.00   | 810 | \$<br>16,200.00 |     | \$ | -        | 810 | \$<br>16,200.00 |
| 86   | Interior Plumbing Connection, 2-Inch          | EA   | \$ 3,  | 500.00  | 1   | \$<br>3,500.00  |     | \$ | -        | 1   | \$<br>3,500.00  |
| 87   | Water Utility Connection                      | EA   | \$ 1,  | 750.00  | 9   | \$<br>15,750.00 |     | \$ | -        | 9   | \$<br>15,750.00 |
| 88   | Unthreaded Jug Filler                         | EA   | \$ 1,8 | 850.00  | 1   | \$<br>1,850.00  |     | \$ | -        | 1   | \$<br>1,850.00  |
| 89   | Patable Water Tower, Foundation & Signage     | EA   | \$ 6,0 | 00.00   | 1   | \$<br>6,000.00  |     | \$ |          | 1   | \$<br>6,000.00  |
| 90   | Non-Potable Water Tower, Foundation & Signage | EA   | \$ 6,0 | 00.00   | 1   | \$<br>6,000.00  |     | \$ |          | 1   | \$<br>6,000.00  |
| 91   | Connect to Exiting PRV Vault                  | EA   | \$ 2,0 | 000.000 | 1   | \$<br>2,000.00  |     | \$ | -        | 1   | \$<br>2,000.00  |
| 92   | 511 N Curry St Interior                       | LSUM | \$ :   | 105.00  |     | \$<br>-         | 1   | \$ | 105.00   | 1   | \$<br>105.00    |
| 93   | 106 S Curry St Interior                       | LSUM | \$ 2   | 210.00  |     | \$              | 1   | \$ | 210.00   | 1   | \$<br>210.00    |
| 94   | 213 S Curry St Interior                       | LSUM | \$ 2   | 262.50  |     | \$<br>-         | 1   | \$ | 262.50   | 1   | \$<br>262.50    |
| 95   | 500 N Hemlock St Interior                     | LSUM | \$ 2   | 210.00  |     | \$<br>-         | 1   | \$ | 210.00   | 1   | \$<br>210.00    |
| 96   | 223 S Curry St Interior                       | LSUM | \$ 2   | 210.00  |     | \$<br>-         | 1   | \$ | 210.00   | 1   | \$<br>210.00    |
| 97   | 710 Hill St Interior                          | LSUM | \$ 1   | 115.50  |     | \$<br>-         | 1   | \$ | 115.50   | 1   | \$<br>115.50    |
| 98   | 410 Vaughn St Interior                        | LSUM | \$ 1   | 157.50  |     | \$<br>-         | 1   | \$ | 157.50   | 1   | \$<br>157.50    |
| 99   | 520 N Lowell St Interior                      | LSUM | \$ 1   | 141.75  |     | \$              | 1   | \$ | 141.75   | 1   | \$<br>141.75    |
| 100  | 232 S Curry St Interior                       | LSUM | \$ 2   | 210.00  |     | \$<br>-         | 1   | \$ | 210.00   | 1   | \$<br>210.00    |
| 101  | 128 S Curry St Interior                       | LSUM | \$ 2   | 262.50  |     | \$<br>2         | 1   | \$ | 262.50   | 1   | \$<br>262.50    |
| 102  | 517 Kenndy St Interior                        | LSUM | \$ 2   | 252.00  |     | \$<br>-         | 1   | \$ | 252.00   | 1   | \$<br>252.00    |
| 103  | 210 S Curry St Interior                       | LSUM | \$ 3   | 330.75  |     | \$<br>-         | 1   | \$ | 330.75   | 1   | \$<br>330.75    |
|      |   |      |        |         | \$  | 2,550,387.88    | \$  | 2  | 2,467.50 | \$  | 2,552,855.38    |

| EJCDC   | Contractor's Application                                | for Payment No. 7                           |
|---|---|---|
| ENGINEERS JOINT CONTRACT<br>DOCUMENTS COMMITTEE | Application Period: 3/31/24 - 5/4/24                    | Application Date: 5/28/2024                 |
| To (Owner): The City of Ironwood                | From (Contractor): Jake's Excavating & Landscaping, LLC | Via (Engineer): Coleman Engineering Company |
| Project: Lead Service Line Replacement Project  | Contract: Lead Service Line Replacement Project         |   |
| Owner's Contract No.:                           | Contractor's Project No.:                               | Engineer's Project No.: 221079              |

#### **Application For Payment**

1

| proved Change Orders           |              |              | 1. ORIGINAL CONTRACT PRICE \$ \$2,721,786.50                              |
|--------------------------------|--------------|--------------|---|
| Number                         | Additions    | Deductions   | 2. Net change by Change Orders  |
| 1                              |              | \$285,948.72 | 3. Current Contract Price (Line 1 ± 2) \$ \$2,552,855.33                  |
| 2                              | \$463.50     |              | 4. TOTAL COMPLETED AND STORED TO DATE                                     |
| 3                              | \$9,780.00   |              | (Column F total on Progress Estimates)                                    |
| 4                              | \$1,821.75   |              | 5. RETAINAGE:   |
| 5                              | \$1,102.50   |              |   |
| 6                              | \$525.00     |              |   |
| 7                              | \$1,286.25   |              |   |
| 8                              | \$99,571.10  |              | c. Total Retainage (Line 5.a + Line 5.b) \$ \$30,032.63                   |
| 9                              | \$2,467.50   |              | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)                            |
| TOTALS                         | \$117,017.60 | \$285,948.72 | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$468,638.81 |
| NET CHANGE BY<br>CHANGE ORDERS |              | 931.12       | 8. AMOUNT DUE THIS APPLICATION  |

| 1 | Contractor's Certification  | Payment of:               | \$    | \$101,981.09                                   |                     |
|---|---|---------------------------|-------|--|---------------------|
|   | The undersigned Contractor certifies, to the best of its knowledge, the following:<br>(1) All previous progress payments received from Owner on account of Work done under the Contract   |                           | Gw.   | (Line 8 or other - attach explanation of the o | ther amount)        |
|   | have been applied on account to discharge Contractor's legitimate obligations incurred in connection with<br>the Work covered by prior Applications for Payment;<br>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered<br>by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security<br>interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying | is recommended by:        |       | (Engineer)                                     | 5/16/2024<br>(Date) |
|   | Owner against any such Liens, security interest, or encumbrances); and  | Payment of:               | \$    | \$101,981.09                                   |                     |
|   | (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents<br>and is not defective.  |                           |       | (Line 8 or other - attach explanation of the o | ther amount)        |
|   |   | is approved by:           |       |  |                     |
|   |   | 200.000 20                |       | (Owner)  | (Date)              |
|   | Contractor Signature  | Approved by:              |       |  |                     |
|   | By: Date: 5/15/2024   |                           | -     | Funding or Financing Entity (if applicable)    | (Date)              |
|   |   | ctor's Application for Pa |       |  |                     |
|   | © 2013 National Society of Profession   |                           | C. Al | II rights reserved.                            |                     |
|   | -   | lago 1 of 1               |       |  |                     |

| Lead Service Line Replacement<br>CEC Project No. 221079 |  |          |            | Revised Contract thru<br>Change Order 9 PayApp   |  |            |          |              |  |
|---|--|----------|------------|--|--|------------|----------|--------------|--|
| ltem  | Description  | Unit     | Qty.       | Unit Price   | Total  | Total Qty  |          | Total Cost   |  |
| 1   | Mobiliazation, Max. (5%)   | LSUM     | 1          | \$ 27,000.00   | \$ 27,000.00   | 0          | \$       | 2 <b>-</b> 2 |  |
| 2   | Water Service Exploration Private Side at House                      | EA       | 40         |  |  | 17         | \$       | 6,800.00     |  |
| 3   | Water Service Exploration Public Side at Curb                        | EA       | 40         |  |  |            | \$       | 1,200.00     |  |
| 4   | 1-inch Corporation Stop  | EA       | 97         |  |  |            | \$       | 3,325.00     |  |
| 5   | 1-inch Type K Copper Water Service Water Main to ROW (City Side)     | LF       | 2,898      |  |  |            | \$       | 6,237.00     |  |
| 6   | 1-inch Curb Stop and Box   | EA       | 221        |  |  |            | \$       | 13,950.00    |  |
| 7   | Water Pressure Control for New Curb Box                              | EA       | 100        |  |  | 0          | \$       | -            |  |
| 8   | 1-inch Type K Copper Water Service ROW to House (Private Side)       | LF       | 12,600     | 2.5 P. 1226119 2   |  |            | \$       | 334,614.1    |  |
| 9<br>10   | Water Service Interior Plumbing Connection                           | EA<br>EA | 210        |  |  |            | \$<br>\$ | 78,650.00    |  |
| 10  | Plumbing Permit Applications and Administration Plumbing Permit Fees | EA       | 211<br>211 |  |  | 143<br>143 | \$       | 71,500.00    |  |
| 12  | Insulation Board, 2-inch   | SFT      | 11,778     |  |  | 7488       | \$       | 11,606.40    |  |
| 13  | Erosion Control, Silt Fence  | FT       | 1,500      |  |  | 0          | \$       | 11,000.40    |  |
| 14  | Erosion Control, Inlet Protection, Fabric Drop                       | EA       | 1,300      |  |  | 1          | \$       | 55.00        |  |
| 15  | Special Backfill   | CY       | 500        |  |  | 0          | \$       | -            |  |
| 16  | Curb and Gutter, Rem   | FT       | 1,546      |  | \$ 7,728.00  | 10         | \$       | 50.00        |  |
| 17  | Sidewalk & Concrete Driveway, Rem                                    | SYD      | 2,177      |  |  | 505.7      | \$       | 2,730.78     |  |
| 18  | Concrete Pavement, Rem   | SYD      |            |  | \$ 3,500.00  | 34         | \$       | 238.00       |  |
| 19  | HMA Surface, Rem   | SYD      | 5,502      |  | \$ 22,008.00   | 41.1       | \$       | 164.40       |  |
| 20  | Utility Exploration  | EA       | 30         |  |  | 5          | \$       | 1,250.00     |  |
| 21  | Subbase, CIP   | SYD      | 5,152      |  |  | 0          | \$       | 1,230.00     |  |
| 22  | Aggregate Base, 9-inch   | SYD      | 5,502      |  |  | 112.2      | \$       | 819.06       |  |
| 23  | Aggregate Surface Course, 6-inch                                     | SYD      | 2,300      | and the second sec |  | 263.4      | \$       | 1,501.38     |  |
|   | Curb and Gutter, Conc  | FT       | 1,546      |  | <u> </u>   |            | \$<br>\$ |              |  |
| 24  |  |          |            |  |  | 0          |          |              |  |
| 25  | Sidewalk Ramp, Conc, 4-inch  | SFT      | 270        |  | \$ 3,199.50  | 0          | \$       |              |  |
| 26  | Sidewalk, Con, 4-inch  | SFT      |            | \$ 10.98   |  | 199.9      | \$       | 2,194.90     |  |
| 27  | Driveway, Non-Reinf Concrete, 6-inch                                 | SYD      | 437        | \$ 85.55   |  | 0          | \$       | -            |  |
| 28  | Driveway, Reinf Concrete, 6-inch                                     | SYD      |            | \$ 86.60   | · · · · · · · · · · · · · · · · · · ·  | 13.4       | \$       | 1,160.44     |  |
|   | HMA Pavement, MDOT 4EL   | SYD      | ,          | \$ 37.25   | \$ 204,949.50  | 0          | \$       |              |  |
| 200218  | Abandon Water Service  | EA       |            | \$ 300.00  | \$ 28,980.00   | 3          | \$       | 900.00       |  |
| 100000  | Lawn Restoration   | SYD      |            | \$ 2.00  | \$ 75,900.00   | 0          | \$       | -            |  |
|   | Replace Existing Storm Sewer   | LF       | 53.000.000 | \$ 35.00   |  | 0          | \$       | -            |  |
| 33  | 6-inch SDR 35 PVC Sewer Lateral                                      | LF       | 4,752      | \$ 40.00   | \$ 190,080.00  | 483.75     | \$       | 19,350.00    |  |
| 34  | Record Drawings  | EA       | 210        | \$ 250.00  | \$ 52,500.00   | 0          | \$       | -            |  |
|   | Rock Excavation  | CYD      |            | \$ 40.00   | \$ 12,000.00   | 76.8       | \$       | 3,072.00     |  |
| 36  | Topsoil (4-inch thick)   | SYD      | 37,950     | \$ 2.85  | \$ 108,157.50  | 727.2      | \$       | 2,072.52     |  |
| 37  | Temporary Water to Commercial Establishment                          | EA       | 25         | \$ 550.00  | \$ 13,750.00   | 0          | \$       | -            |  |
| 38  | 111 Poplar Street Interior   | LSUM     | 1          | \$ 95.00   | \$ 95.00   | 1          | \$       | 95.00        |  |
| 39  | 330 Larch Street Interior  | LSUM     | 1          | \$ 61.00   | \$ 61.00   | 1          | \$       | 61.00        |  |
| 40  | 105 Shamrock Street Interior   | LSUM     | 1          | \$ 95.00   | \$ 95.00   | 1          | \$       | 95.00        |  |
| 41  | 328 E Oak Street Interior  | LSUM     | 1          | \$ 126.50  | \$ 126.50  | 1          | \$       | 126.50       |  |
| 42  | 434 E Tamarack Street Interior                                       | LSUM     | 1          | \$ 86.00   | \$ 86.00   | 1          | \$       | 86.00        |  |
| 43  | 351 E Houk Street Interior   | LSUM     | 1          | \$ 195.00  | \$ 195.00  | 1          | \$       | 195.00       |  |
| 44  | 487 Aspen Street Interior  | LSUM     | 1          | \$ 100.00  | \$ 100.00  | 1          | \$       | 100.00       |  |
| 45  | 920 E Pine Street Interior   | LSUM     | 1          | \$ 225.00  | \$ 225.00  | 1          | \$       | 225.00       |  |
| 46  | 531 E Bundy Street Interior  | LSUM     | 1          | \$ 105.00  | \$ 105.00  | 1          | \$       | 105.00       |  |
|   | 248 E Tamarack Street Interior                                       | LSUM     |            | \$ 155.00  | \$ 155.00  | 1          | \$       | 155.00       |  |
| 48  | 316 E Tamarack Street Interior                                       | LSUM     |            | \$ 155.00  | \$ 155.00  | 1          | \$       | 155.00       |  |
|   | 300 E Ayer Street Interior   | LSUM     |            | \$ 170.00  | \$ 170.00  | 1          | \$       | 170.00       |  |
|   | 1200 E Cloverland Drive Interior                                     | LSUM     |            | \$ 400.00  | \$ 400.00  | 1          | \$       | 400.00       |  |
| 100   | 1200 E Cloverland Drive - Exterior 2-inch Copper                     | LSUM     |            | \$ 3,150.00  | \$ 3,150.00  | 1          | \$       | 3,150.00     |  |
| 11.00   | 302 N Lake Street Interior   | LSUM     |            | \$ 3,130.00<br>\$ 125.00   | \$ 5,150.00  | 1          | \$       | 125.00       |  |
|   | Replace Existing Curb Box  | EA       |            | \$ 200.00  | \$ 5,000.00  | 13         | \$       | 2,600.00     |  |
|   | 210 W Ayer St Interior   | LSUM     |            |  | and the second |            | \$       | 131.25       |  |
|   | · · · · · · · · · · · · · · · · · · ·                                |          | 1          |  |  | 1          | \$       |              |  |
|   | 1124 Celia St Interior   | LSUM     |            |  | \$ 189.00  | 1          |          | 189.00       |  |
| 56  | 132 N Marquette St Interior  | LSUM     | 1          | \$ 84.00   | \$ 84.00   | 1          | \$       | 84.00        |  |

| Item | Description                                   | Unit   | Qty. | l  | Jnit Price |        | Total        | Total Qty |    | Total Cost |
|------|---|--------|------|----|------------|--------|--------------|-----------|----|------------|
| 58   | 132 Smith St Interior                         | LSUM   | 1    | \$ | 126.00     | \$     | 126.00       | 1         | \$ | 126.00     |
| 59   | 209 Alfred Wright Blvd Interior               | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 60   | 624 E McLeod Ave Interior                     | LSUM   | 1    | \$ | 183.75     | \$     | 183.75       | 1         | \$ | 183.75     |
| 61   | 737 E Ayer St Interior                        | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 62   | 121 W Gogebic St Interior                     | LSUM   | 1    | \$ | 252.00     | \$     | 252.00       | 1         | \$ | 252.00     |
| 63   | 413 N Lowell St Interior                      | LSUM   | 1    | \$ | 231.00     | \$     | 231.00       | 1         | \$ | 231.00     |
| 64   | 716 E Ayer St Interior                        | LSUM   | 1    | \$ | 68.25      | \$     | 68.25        | 1         | \$ | 68.25      |
| 65   | 311 W Norrie St Interior                      | LSUM   | 1    | \$ | 126.00     | \$     | 126.00       | 1         | \$ | 126.00     |
| 66   | 102 E Pewabic Interior                        | LSUM   | 1    | \$ | 115.50     | \$     | 115.50       | 1         | \$ | 115.50     |
| 67   | 606 N Lake St Interior                        | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 68   | 104 Norrie St Interior                        | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 69   | 146 W Birch St Interior                       | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 70   | 606 Wilson Interior                           | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 71   | 301 W Oak St Interior                         | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 72   | 114 Norrie St Interior                        | LSUM   | 1    | \$ | 288.75     | \$     | 288.75       | 1         | \$ | 288.75     |
| 73   | 914 E Ayer St Interior                        | LSUM   | 1    | \$ | 131.25     | \$     | 131.25       | 1         | \$ | 131.25     |
| 74   | 502 N Curry St Interior                       | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 75   | 921 E Ayer St Interior                        | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 76   | 102 E Gogebic St Interior                     | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 77   | 123 W Oak St Interior                         | LSUM   | 1    | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
| 78   | 112 Bonnie Rd Interior                        | LSUM   | 1    | \$ | 157.50     | \$     | 157.50       | 1         | \$ | 157.50     |
| 79   | 31 Newport Heights S Interior                 | LSUM   | 1    | \$ | 210.00     | \$     | 210.00       | 1         | \$ | 210.00     |
| 80   | 1133 Old County Rd Interior                   | LSUM   | 1    | \$ | 210.00     | \$     | 210.00       | 1         | \$ | 210.00     |
| 81   | 33 Newport Heights S Interior                 | LSUM   |      |    | 210.00     | \$     | 210.00       | 1         | \$ | 210.00     |
| 82   | 317 W Oak St Interior                         | LSUM   | 1    | \$ | 357.00     | \$     | 357.00       | 1         | \$ | 357.00     |
| 83   | 110 N Mansfield St Interior                   | LSUM   | 1    | \$ | 141.75     | \$     | 141.75       | 1         | \$ | 141.75     |
|      | HDPE Water Line, 1-Inch                       | FT     | 725  | \$ | 18.50      | \$     | 13,412.50    | 0         | \$ |            |
| 85   | HDPE Water Line, 2-Inch                       | FT     |      | \$ | 20.00      | \$     | 16,200.00    | 0         | \$ | -          |
| 86   | Interior Plumbing Connection, 2-Inch          | EA     | 1    | \$ |            | \$     | 3,500.00     | 0         | \$ |            |
| 87   | Water Utility Connection                      | EA     |      | \$ | 1,750.00   | \$     | 15,750.00    | 0         | \$ |            |
| 88   | Unthreaded Jug Filler                         | EA     |      | \$ | 1,850.00   | \$     | 1,850.00     | 0         | \$ | -          |
|      | Patable Water Tower, Foundation & Signage     | EA     |      | \$ | 6,000.00   | \$     | 6,000.00     | 0         | \$ | -          |
|      | Non-Potable Water Tower, Foundation & Signage | EA     |      | \$ | 6,000.00   | \$     | 6,000.00     | 0         | \$ | -          |
|      | Connect to Exiting PRV Vault                  | EA     |      | \$ | 2,000.00   | \$     | 2,000.00     | 0         | \$ | -          |
|      | 511 N Curry St Interior                       | LSUM   |      | \$ | 105.00     | \$     | 105.00       | 1         | \$ | 105.00     |
|      | 106 S Curry St Interior                       | LSUM   |      | \$ | 210.00     | \$     | 210.00       | 1         | \$ | 210.00     |
|      | 213 S Curry St Interior                       | LSUM   |      | \$ | 262.50     | \$     | 262.50       | 1         | Ś  | 262.50     |
|      | 500 N Hemlock St Interior                     | LSUM   |      | \$ | 210.00     | 120-76 | 210.00       | 1         | \$ | 210.00     |
|      | 223 S Curry St Interior                       | LSUM   |      | \$ | 210.00     |        | 210.00       | 1         | \$ | 210.00     |
|      | 710 Hill St Interior                          | LSUM   |      | \$ | 115.50     |        | 115.50       | 1         | \$ | 115.50     |
|      | 410 Vaughn St Interior                        | LSUM   |      | \$ | 157.50     |        | 157.50       | 1         | \$ | 157.50     |
|      | 520 N Lowell St Interior                      | LSUM   |      | \$ | 141.75     |        | 141.75       | 1         | \$ | 141.75     |
|      | 232 S Curry St Interior                       | LSUM   |      | \$ | 210.00     |        | 210.00       | 1         | \$ | 210.00     |
|      | 128 S Curry St Interior                       | LSUM   |      | \$ | 262.50     |        | 262.50       | 1         | \$ | 262.50     |
|      | 517 Kenndy St Interior                        | LSUM   | 1    |    |            | \$     | 252.00       | 1         | \$ | 252.00     |
|      | 210 S Curry St Interior                       | LSUM   | 1    |    |            | \$     | 330.75       | 1         | \$ | 330.75     |
| -05  |   | 250101 | -    | 4  | 550.75     |        | 2,552,855.38 |           | \$ | 600,652.53 |



| To:   | Mayor Corcoran and City Commis | ssion                      |
|-------|--------------------------------|----------------------------|
| From: | Cory Casari, DPW Shop Foreman  | I                          |
| Date: | May 23, 2024                   | Meeting Date: May 28, 2024 |
| Re:   | Grader Bids                    |                            |
|       |                                |                            |

As part of the City's Fleet Plan the 1998 Cat 140H grader needs replacement. After receiving bids from McCoy John Deere and Fabick Cat we recommend going with the Cat bid of \$398,582.

After reviewing the bids, both machines and dealers were similar. The Cat was low bid and fits the bid spec. For these reasons we recommend the Cat.

#### **Request:**

Consider authorizing the City DPW to purchase a 2024 Cat 140-15 AWD grader, declare #72 (1998 Cat 140H) as surplus equipment, and authorize the sale of #72 with a minimum bid price set at \$30,000.

#### **DPW Motor Grader**

#### BID OPENING: Monday, April 29, 2024 @ 1:00 PM

| Name of Bidder                              | Financing Opt. | Total Cost                |
|---|----------------|---------------------------|
| McCoy Construction & Forestry<br>Fabick Cat | Ń              | 417,500,00                |
| Fabick Cat                                  | $\checkmark$   | 417,500,00<br>3918,582.00 |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |
|   |                |                           |

Witnesses to Bid Opening: AM

Bid Award Action Taken:

#### Proposal for replacement of: New DPW Motor Grader

#### With Bids Received Until 1:00 P.M. C.S.T. on Monday, April 29, 2024.

Total Cost: \$398,582.00

Financing Package Available: Terms of Financing Interest Rate: Monthly Payments

Yes X No Months Months % \$\_\_\_\_\_ /Month

Lease Option Terms: Gov lease: 84month/500hrs per year, \$6,019.75 per month w/\$1 buyout Gov CVO: 84month/500hrs per year, \$4,735.15 per month w/\$143,325.00 buyout

#### Estimated Delivery Date: 6/30/2024

Company Name:Fabick CatAddress:9601 Christie Ln, Weston, WI 54476

Email: Phone: Name & Title:

eric.stoller@fabickcat.com 715-370-1800 Eric Stoller, Territory Manager

Signature:

Locations: Ironwood Memorial Building Clerk's Office 213 S. Marquette St. Ironwood, MI 49938

Notice to Bidders: In submitting your Bid, you must complete a proposal.

Key Contact: Cory Casari, 906-364-9755, casaric@ironwoodmi.gov

#### BIDDING REQUIREMENTS, CONDITIONS AND CONTRACT ADMINISTRATION

#### 1. Technical Requirements:

- John Deere 672GP, Cat 140AWD or equal;
- Falls Series 2000 plow wing or equivalent
- Electronic Joystick Controls
- Hydraulic provisions for wing
- Engine Net Power 200HP min.
- Machine Operating Weight: 35,000 Min.
- Tire 17.5R25 Sno Plus Radial
- 14' x 27" x 1"Moldboard
- 6 Wheel Drive
- Circle Drive Slip Clutch
- Auto Articulation
- Secondary Steering
- Locking Differential
- AM/FM Bluetooth Radio
- A/C Cab
- Heated Exterior Mirrors
- Lower Front Wiper with Washer
- Warning Beacon and Strobe Package. 2 rear, 1 on wing, 1 on roof
- Work Lights and Headlights LED
- Front and Rear Fenders
- Cold Weather/ Snow Package
- Matching Spare Tire with Rim
- Parts Manual Digital or Paperback
- Seven Year or 4000 Hours. No charge on service calls for life of warranty
- Initial Service Included

#### 2. Delivery of Proposal

Each proposal must be submitted in a sealed envelope with the bidder's name and address on the outside of the envelope. All proposals must be received on or before the hour stated in the advertisement. More than one proposal for the same project from an individual, partnership, firm, or corporation will not be considered. Faxed bids shall not be accepted. Email proposals will be accepted and shall be emailed to Jennifer Jacobson at <u>clerk@ironwoodmi.gov</u>, with "DPW Motor Grader" in the Subject Line.



# Proposal

208941-01 Apr 24, 2024 CATERPILLAR INC. 140-15AWD

CITY OF IRONWOOD





Apr 24, 2024

CITY OF IRONWOOD 213 S MARQUETTE ST IRONWOOD, Michigan, 49938

Dear Corey Casari, We are pleased to offer you the following proposal for your consideration. One (1) Caterpillar Inc. Model: 140-15AWD Motor Grader with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 23M08241 SERIAL NUMBER: 0EB301176 YEAR: SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Eric Stoller Machine Sales Representative Fabick Cat eric.stoller@fabickcat.com (715) 370-1800

This quotation is valid for 30 days, after which time we reserve the right to re-quote.



One (1) Caterpillar Inc. Model: 140-15AWD Motor Grader with all standard equipment in addition to the specifications listed below:

#### STANDARD FEATURES

**POWERTRAIN** -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler (ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, Automatic -Drain, engine oil, ecology -Electronic over-speed protection -Parking brake, multi-disc, sealed and -oil cooled. -Sediment drain, fuel tank. -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus)

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel, ground accessible -Electrical hydraulic valves -Electrical system, 24V -Grade Control Ready (Cab harness, -software, electrical hydraulic valves, -bosses and brackets) -Lights, reversing -Lights, roading, roof-mounted, -stop and tail, LED -Starter, electric

**OPERATOR ENVIRONMENT** -Air Conditioning with heater -Articulation, automatic return to center -Centershift pin indicator -Display, digital speed and gear -Doors, left and right side with wiper -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, -and hydraulic oil temp, DEF/AdBlue) -Joystick, adjustable armrests -Joystick gear selection, hydraulic -power steering hydraulic controls -(right/left, blade lift w/ float -position, blade sideshift and tip, -circle drive, centershift, front wheel -lean and articulation and steering) -Lights, night time cab -Messenger operator information system -Meter, hour, digital -Mirror, inside rearview, wide angle -Power port, 12V -Radio ready, entertainment -ROPS cab, sound suppressed -- 69dB(A) - ISO 6394 -Seat, cloth-covered, comfort suspension -Storage area for cooler/lunchbox -Throttle control, electronic -Windows laminated glass: --Fixed front with intermittent wiper --Door with intermittent wipers (3) -Windows tempered: --Left and right side wipers --Rear with intermittent wiper -Cab storage

**SAFETY AND SECURITY** -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Lockout, hydraulic implement (for -roading and servicing) -Seat belt, retractable 76.2 (3") -Secondary steering -Tandem walkway/guards

TIRES, RIMS, AND WHEELS - A partial allowance for tires on -254mm x 609.6mm (10" x 24") multi-piece -rims is included in the base machine -price and weight.

FLUIDS -Antifreeze -Extended life coolant -35C/-30F

**OTHER STANDARD EQUIPMENT** -Accumulators -brake -dual certified -Drawbar,6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 398 liters (105 gallon) -Ground level fueling -DEF/AdBlue Tank, 21 liters (5.5 gallon) -Hydraulic lines for base functions -Pump, hydrailic, high capacity -(98cc / 15 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports - engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard



#### **MACHINE CONFIGURATION**

| 140 15A AWD MOTOR GRADER        | 577-3022 |
|---------------------------------|----------|
| MOUNTING, WARNING LIGHT         | 361-3137 |
| TRANSMISSION, AUTOSHIFT         | 396-3515 |
| LIGHTS, ARM, FOLD DOWN          | 536-9969 |
| CONTROL, AUTO ARTICULATION-FULL | 435-2072 |
| STABLE BLADE                    | 458-2072 |
| JOYSTICK CONTROLS, ADVANCED     | 458-8701 |
| CROSS SLOPE AUTO, AWD           | 583-6979 |
| LANE 3 ORDER                    | 0P-9003  |
| ENGINE, TIER IV                 | 567-4685 |
| SNOW ARRANGEMENT                | 396-1966 |
| MOLDBOARD, 14' PLUS             | 349-3048 |
| NO HITCH                        | 393-4882 |
| COLD WEATHER PLUS PACKAGE AWD   | 394-4524 |
| LINES, STANDARD W/O ACCUMULATOR | 305-2927 |
| PRECLEANER, SY-KLONE            | 380-6775 |
| DRAIN, GRAVITY, ENGINE OIL      | 324-5328 |
| BASE + 4 (WM,WT-FLOAT,FL,RIP)   | 385-8099 |
| STARTER, ELEC, EXTREME DUTY     | 395-3547 |
| HEADLIGHTS, FRONT, HIGH, LED    | 553-2589 |
| LIGHTS, ROADING, LED            | 550-6608 |
| CAB, PREMIUM (ANTI-ICING GLASS) | 385-9555 |
| CAB, PREMIUM (INTERIOR)         | 397-7458 |
| SEAT BELT                       | 394-1492 |
| PRODUCT LINK, CELLULAR PLE742   | 464-6442 |
| CONTROLS, PERF BUNDLE, AWD      | 585-5221 |
| TIRES,17.5R25 MX XSNO+ * G2 MP  | 252-0779 |
| GUARD GP, HITCH                 | 323-6970 |
| TANK, FUEL, STANDARD            | 540-2373 |
| FAN, STANDARD, AWD              | 585-8822 |
| DECALS, ENGLISH (U.S.)          | 442-9940 |
| MOUNT,SNOW WING,FRAME RDY LED   | 551-6546 |
| LIGHTS, WORKING, PLUS, LED      | 552-7285 |
| LIGHTS, SERVICE, INTERNAL       | 380-3070 |
| CAMERA, REAR VISION             | 396-3921 |
| MIRRORS, OUTSIDE HEATED 24V     | 344-0984 |
| GUARD, TRANSMISSION             | 366-2459 |
| SOUND SUPPRESSION (BOTTOM)      | 377-1602 |
| HEATER, ENGINE COOLANT, 120V    | 249-5516 |
| LIFT GROUP, FRONT MOUNTING      | 359-3925 |
| LINES, RIPPER, ADDITIONAL       | 387-8664 |
| COOLANT, 50/50, -35C (-31F)     | 469-8157 |
| FUEL ANTIFREEZE, -25C (-13F)    | 0P-3978  |
| ROLL ON-ROLL OFF                | 0P-2265  |
| SERIALIZED TECHNICAL MEDIA KIT  | 421-8926 |



GLOBAL ARRANGEMENT,LOW AMBIENT Fenders 12' Full Height Hydraulic Snow Wing Extra rim/tire 385-9297

"TO EVER SERVE OUR CUSTOMERS BETTER"



#### **PRICING INFORMATION**

| PRICE AS EQUIPPED | \$398,582.00        |
|-------------------|---------------------|
| SUB TOTAL         | <b>\$398,582.00</b> |
| SALES TAX (0%)    | \$0.00              |
| BALANCE DUE       | <b>\$398,582.00</b> |

#### **EQUIPMENT PROTECTION PLAN**

|                           | 12 Months, Unlimited Hours,<br>Premier For new machines<br>and work tools/attachments                        |
|---------------------------|--|
| Standard Warranty:        | the warranty period is<br>12-months/unlimited hours,<br>starting from date of delivery<br>to the first user. |
| Extended Protection Plan: | 140 AWD_NEW-84<br>MO/4000 HR PREMIER   |

#### **ESTIMATED DELIVERY**

To be confirmed at date of order acceptance by Fabick Cat.

#### **FINANCE OPTIONS**

#### **CUSTOMER VALUE AGREEMENT**

7yr/3000hr Filter CVA

"TO EVER SERVE OUR CUSTOMERS BETTER"



## WHY CHOOSE FABICK CAT?

Fabick Cat is the Cat<sup>®</sup> dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

# **THROUGHOUT OUR TERRITORY**

- **Q** 34 LOCATIONS
- S 1,200 + EMPLOYEES
- 550 SERVICE TECHNICIANS
- 3 200 SERVICE BAYS
   ★ 200 SERVICE TRUCKS
- ANS 💿 100 + PARTS DROP BOXES

### **SERVING THE INDUSTRIES THAT SERVE OUR REGION**

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



## **SOLID FOUNDATIONS SINCE 1917**

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

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"TO EVER SERVE OUR CUSTOMERS BETTER"

# **140/ 140 AWD** Motor Graders



140 graders bring the latest emissions reduction technology to the most durable, productive and comfortable motor graders on the market. From building roads to maintaining them, 140 Motor Graders are designed to help you get more work done in less time. Outstanding durability, unprecedented operator comfort and ease of service help to maximize your return on investment. 140 Motor Graders meet U.S. EPA Tier 4 Final/EU Stage V emission standards.

#### **Machine Controls**

Simple, intuitive joystick controls replace levers, so hand and arm movement is reduced by 78%, helping reduce operator fatigue for better productivity. Control pods can be adjusted electronically, making it easy to set your ideal operating position.

Adding to ease of operation are features like Articulation Return to Center, which automatically returns the machine to a straight frame position with the touch of a button. Electronic Throttle Control provides the best match of horsepower and torque for the demands of the application. Selectable Blade Lift Modes allow you to choose Fine, Normal or Coarse blade lift modes to best fit your application or operating style.

#### **Operator Station**

In addition to excellent comfort and visibility, 140 graders feature an updated seat with heated/ventilated options, as well as an optional seat belt indicator. The high capacity Heating, Ventilation and Air Conditioning (HVAC) system dehumidifies and pressurizes the cab, seals out dust and helps keep windows clear. An updated message display shows machine and diagnostic information. Now located in the center console, it also displays Cat<sup>®</sup> GRADE Control Cross Slope readings conveniently in front of the operator. An optional deluxe radio with CD features MP3 and Bluetooth<sup>®</sup> technology.

#### **Emissions Technology**

Emissions reduction technology on the 140 Motor Grader is designed to be transparent, with no action required from the operator. There is no need to stop. Regeneration runs automatically at cold start-up and, if needed, in the background while you work. The Selective Catalytic Reduction system utilizes Diesel Exhaust Fluid (DEF), which can be conveniently filled from ground level. Simply refill the DEF tank when you refuel. A gauge on the dash shows your fluid level.



#### **Engine and Power Train**

A Cat C9.3 engine gives you the performance to maintain consistent grading speeds for maximum productivity. Programmable Autoshift option simplifies operation by allowing you to program the transmission to shift at optimal points to match your application. A new standard Economy Mode can be turned on to help you save fuel by reducing engine speed so the machine works in a more efficient range. The average fuel savings is up to 10 percent, depending on the application.

Standard Automatic Differential Lock/Unlock monitors machine and application parameters to unlock/re-lock the differential during operation, improving production and enhancing comfort while protecting the power train. A hydraulic demand fan automatically adjusts speed according to cooling needs, so when cooling demand is reduced, you benefit from more power to the ground and improved fuel efficiency.

#### **All Wheel Drive**

Optional All Wheel Drive (AWD) gives you the additional power to the ground you need to work more efficiently in mud, gravel, sand or snow. The added traction helps reduce sliding on side slopes.

#### Drawbar-Circle-Moldboard (D-C-M)

The drawbar, circle and moldboard are designed to make it easy to keep the components tight. One person can easily adjust or replace the patented top-adjust drawbar wear inserts from the top of the drawbar plate, reducing downtime. Durable nylon composite wear inserts maximize circle torque and component life. Sacrificial brass wear strips between the blade mounting group and moldboard can be easily adjusted and replaced. The Shimless Moldboard Retention System uses vertical and horizontal adjusting screws to keep moldboard wear strips aligned for reduced blade chatter and precise blade control.

#### **Responsive Hydraulics**

A proven load-sensing system and advanced electrohydraulics give you superior implement control and responsive hydraulic performance. Proportional Priority Pressure-Compensating valves have different flow rates for the head and rod ends of the cylinder, so you can count on consistent, predictable implement response. Balanced hydraulic flow is proportioned to give you confidence that all implements will operate simultaneously without slowing the engine or speed of some implements.

#### **Integrated Technologies**

- Fully scalable, factory integrated optional Cat GRADE Control Cross Slope helps you more easily maintain desired cross slope by automatically controlling one side of the blade.
- Optional Cat AccuGrade<sup>™</sup> uses positioning and guidance technologies, machine sensors, and automatic blade control to help you get to grade faster, easier and more efficiently.
- Cat Product Link<sup>™</sup> aids your equipment management with remote monitoring capabilities. A secure VisionLink<sup>®</sup> user interface lets you know where your equipment is, what it's doing and how it's performing so you can maximize efficiency and lower operating costs.

#### Safety

Some of the many safety features designed into the 140 Motor Grader include:

- Ground-level Electrical Disconnect and Engine Shutoff switches.
- Operator Presence System keeps the parking brake engaged and hydraulic implements disabled until the operator is seated and machine is ready for operation.
- Hydraulic Lockout disables all implement functions while still providing machine steering control – especially useful while roading.
- Speed Sensitive Steering becomes less sensitive as ground speed increases for greater operator confidence and control.
- Optional rearview camera with in-cab monitor.

For more details on these and other features, please see your Cat Dealer or visit *www.cat.com*.

### 140/140 AWD Motor Graders Specifications

| Engine                    |                     |                            |                       |
|---------------------------|---------------------|----------------------------|-----------------------|
| Engine Model              |                     | Cat C9.3                   |                       |
| Emissions                 |                     | U.S. EPA Tie<br>EU Stage V | er 4 Final/           |
| Base Power (1st gear) - N | Vet                 | 133 kW                     | 179 hp                |
| Base Power (1st gear) - N | let (Metric)        |                            | 181 hp                |
| VHP Plus Range - Net      |                     | 133-172 kW                 | 179-231 hp            |
| VHP Plus Range - Net (I   | Metric)             |                            | 181-234 hp            |
| AWD Range - Net           |                     | 141-188 kW                 | 189-252 hp            |
| AWD Range - Net (Metr     | ric)                |                            | 192-255 hp            |
| Displacement              |                     | 9.3 L                      | 567.5 in <sup>3</sup> |
| Bore                      |                     | 115 mm                     | 4.5 in                |
| Stroke                    |                     | 149 mm                     | 5.9 in                |
| Torque Rise               |                     | 38%                        |                       |
| Maximum Torque (VHP       | Plus)               | 1138 N·m                   | 840 lb-ft             |
| Maximum Torque (AWD       | On)                 | 1247 N·m                   | 920 lb-ft             |
| Speed @ Rated Power       |                     | 2,000 грт                  |                       |
| Number of Cylinders       |                     | 6                          |                       |
| Derating Altitude         |                     | 3050 m                     | 10,000 ft             |
| High Ambient - Fan Spe    | ed                  |                            |                       |
| Standard                  |                     | 1,400 rpm                  |                       |
| Maximum                   |                     | 1,550 rpm                  |                       |
| Minimum                   |                     | 500 rpm                    |                       |
| Standard Capability       |                     | 43° C                      | 109° F                |
| High Ambient Capability   |                     | 50° C                      | 122° F                |
| Gear – Net Power          | VHP Plus<br>kW (hp) | AWD Off<br>kW (hp)         | AWD On<br>kW (hp)     |
| Forward                   |                     |                            |                       |
| lst                       | 133 (179)           | 141 (189)                  | 149 (200)             |
| 2nd                       | 141 (189)           | 149 (200)                  | 164 (220)             |
| 3rd                       | 149 (200)           | 156 (210)                  | 168 (225)             |
| 4th                       | 156 (210)           | 160 (215)                  | 172 (231)             |
| 5th                       | 160 (215)           | 164 (220)                  | 188 (252)             |
| 6th                       | 164 (220)           | 168 (225)                  | 188 (252)             |
| 7th                       | 168 (225)           | 172 (231)                  | 188 (252)             |
| 8th                       | 172 (231)           | 172 (231)                  | 188 (252)             |
| Reverse                   |                     |                            |                       |
| lst                       | 133 (179)           | 133 (179)                  | 133 (179)             |
| 2nd                       | 141 (189)           | 141 (189)                  | 141 (189)             |
| 3rd-6th                   | 149 (200)           | 149 (200)                  | 149 (200)             |

#### Engine (cont'd)

- Net power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- VHP Plus is standard for the 140 and 140 AWD.
- Net power advertised is the power available at rated speed of 2,000 rpm, measured at the flywheel when engine is equipped with fan running at minimum speed, air cleaner, muffler and alternator.
- No engine derating required up to 3050 m (10,000 ft).
- Power as declared per ISO 14396 Rated rpm 2,000 VHP+ = 173 kW (232 hp)
- AWD = 189 kW (253 hp)
  All nonroad U.S. EPA Tier 4 and European Union (EU) Stage V diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS<sup>™</sup> or oils that meet the Cat ECF-3,
- API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Cat engines equipped with a Selective Catalytic Reduction (SCR) system are required to use:
- Diesel Exhaust Fluid (DEF) which meets the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

#### **Power Train**

| Forward/Reverse Gears | 8 Forward/6 Reverse                          |  |
|-----------------------|--|--|
| Transmission          | APECS, Direct Drive,<br>Powershift           |  |
| Brakes                |  |  |
| Service               | Multiple Oil Disc                            |  |
| Service, Surface Area | 23 000 cm <sup>2</sup> 3,565 in <sup>2</sup> |  |
| Parking               | Multiple Oil Disc                            |  |
| Secondary             | Dual Circuit                                 |  |

#### **Hydraulic System**

| Circuit Type            | Parallel        |              |
|-------------------------|-----------------|--------------|
| Pump Type               | Variable Piston |              |
| Pump Output             | 210 L/min       | 55.7 gal/min |
| Maximum System Pressure | 24 150 kPa      | 3,500 psi    |
| Reservoir Tank Capacity | 64.0 L          | 16.9 gal     |
| Standby Pressure        | 6100 kPa        | 885 psi      |

• Pump output measured at 2,150 rpm.

# **140/140 AWD Motor Graders Specifications**

#### **Operating Specifications**

| Top Speed                           |           |            |
|-------------------------------------|-----------|------------|
| Forward                             | 46.6 km/h | 29.0 mph   |
| Reverse                             | 36.8 km/h | 23.0 mph   |
| Turning Radius, Outside Front Tires | 7.8 m     | 25 ft 7 in |
| Steering Range – Left/Right         | 50°       |            |
| Articulation Angle - Left/Right     | 20°       |            |
| Forward                             |           |            |
| lst                                 | 4.1 km/h  | 2.5 mph    |
| 2nd                                 | 5.5 km/h  | 3.4 mph    |
| 3rd                                 | 8.0 km/h  | 5.0 mph    |
| 4th                                 | 11.0 km/h | 6.9 mph    |
| 5th                                 | 17.1 km/h | 10.6 mph   |
| 6th                                 | 23.3 km/h | 14.5 mph   |
| 7th                                 | 32.0 km/h | 19.9 mph   |
| 8th                                 | 46.6 km/h | 29.0 mph   |
| Reverse                             |           |            |
| lst                                 | 3.2 km/h  | 2.0 mph    |
| 2nd                                 | 6.0 km/h  | 3.7 mph    |
| 3rd                                 | 8.7 km/h  | 5.4 mph    |
| 4th                                 | 13.5 km/h | 8.4 mph    |
| 5th                                 | 25.3 km/h | 15.7 mph   |
| 6th                                 | 36.8 km/h | 23.0 mph   |
|                                     |           |            |

• Calculated with no slip and 14.0R24 tires.

#### **Service Refill**

| Fuel Capacity                       | 394 L  | 104 gal  |
|-------------------------------------|--------|----------|
| Cooling System                      | 57.0 L | 15.0 gal |
| Hydraulic System                    |        |          |
| Total                               | 100 L  | 26.4 gal |
| Tank                                | 64.0 L | 16.9 gal |
| Engine Oil                          | 30.0 L | 7.9 gal  |
| Trans./Diff./Final Drives           | 70.0 L | 18.5 gal |
| Tandem Housing (Each)               | 76.0 L | 20.0 gal |
| Front Wheel Spindle Bearing Housing | 0.5 L  | 0.13 gal |
| Circle Drive Housing                | 7.0 L  | 1.8 gal  |
| Diesel Exhaust Fluid                | 22.0 L | 5.8 gal  |
|                                     |        |          |

#### Frame

| Trumo                      |         |         |
|----------------------------|---------|---------|
| Circle                     |         |         |
| Diameter                   | 1530 mm | 60.2 in |
| Height                     | 138 mm  | 5.4 in  |
| Blade Beam Thickness       | 40.0 mm | 1.6 in  |
| Drawbar                    |         |         |
| Height                     | 152 mm  | 6.0 in  |
| Width                      | 76.2 mm | 3.0 in  |
| Thickness                  | 12.7 mm | 0.50 in |
| Front-Top/Bottom Plate     |         |         |
| Width                      | 305 mm  | 12.0 in |
| Thickness                  | 22.0 mm | 0.87 in |
| Front Frame Structure      |         |         |
| Height                     | 321 mm  | 12.6 in |
| Width                      | 305 mm  | 12.0 in |
| Front Axle                 |         |         |
| Height to Center           | 596 mm  | 23.5 in |
| Wheel Lean, Left/Right     | 18°     |         |
| Total Oscillation per Side | 32°     |         |
|                            |         |         |

• Front-top/bottom plate – width tolerance  $\pm 2.5$  mm (0.098 in).

### Tandems

| Height             | 506 mm  | 19.9 in |
|--------------------|---------|---------|
| Width              | 201 mm  | 7.9 in  |
| Sidewall Thickness |         |         |
| Inner              | 16.0 mm | 0.63 in |
| Outer              | 18.0 mm | 0.71 in |
| Drive Chain Pitch  | 50.8 mm | 2.0 in  |
| Wheel Axle Spacing | 1523 mm | 60.0 in |
| Tandem Oscillation |         |         |
| Front Up           | 15°     |         |
| Front Down         | 25°     |         |
|                    |         |         |

#### **Optional Tire Arrangements**

| Common Tire Options for 140 Motor Graders |              |         |  |  |
|---|--------------|---------|--|--|
| 140/140 AWD                               |              |         |  |  |
| Rim Size                                  | Wheel Group  | Tires   |  |  |
| 9 × 24                                    | Single-Piece | 14.0R24 |  |  |
| 13 × 25                                   | Single-Piece | 17.5R25 |  |  |
| 10 × 24                                   | Multi-Piece  | 14.0R24 |  |  |
| 10 × 24                                   | Multi-Piece  | 14.0-24 |  |  |
| 14 × 25                                   | Multi-Piece  | 17.5R25 |  |  |
| 14 × 25                                   | Multi-Piece  | 17.5-25 |  |  |
|   |              |         |  |  |

Note: Consult your dealer for individual tire width, size and brand.

# 140/140 AWD Motor Graders Specifications

#### Moldboard

Right

Blade Tip Range

Forward

Right

Left

Backward

Maximum Blade Position Angle

Maximum Lift Above Ground

Maximum Depth of Cut

Maximum Shoulder Reach Outside of Tires

Left

| 3.7 m     | 12 ft  |
|-----------|--|
|           |  |
| 610 mm    | 24.0 in  |
| 22.0 mm   | 0.87 in  |
| 413 mm    | 16.3 in  |
| 166 mm    | 6.5 in   |
|           |  |
| 152 mm    | 6.0 in   |
| 16.0 mm   | 0.60 in  |
|           |  |
| 152 mm    | 6.0 in   |
| 16.0 mm   | 0.60 in  |
|           |  |
| 11 462 kg | 25,269 lb  |
| 15 541 kg | 34,262 lb  |
| 16 170 kg | 35,649 lb  |
| 22 512 kg | 49,630 lb  |
|           |  |
| 7275 kg   | 16,038 lb  |
| 13 294 kg | 29,309 lb  |
| 8151 kg   | 17,970 lb  |
| 13 294 kg | 29,309 lb  |
| -         |  |
|           |  |
| 728 mm    | 28.7 in  |
| 695 mm    | 27.4 in  |
|           |  |
|           | 610 mm<br>22.0 mm<br>413 mm<br>166 mm<br>152 mm<br>16.0 mm<br>152 mm<br>16.0 mm<br>152 mm<br>16.0 mm<br>11 462 kg<br>15 541 kg<br>16 170 kg<br>22 512 kg<br>7275 kg<br>13 294 kg<br>8151 kg<br>13 294 kg |

660 mm

510 mm

1978 mm

1790 mm

480 mm

715 mm

90°

40°

5°

26.0 in

20.1 in

77.9 in

70.5 in

18.9 in

28.1 in

| Ripper                               |           |           |
|--------------------------------------|-----------|-----------|
| Ripping Depth, Maximum               | 426 mm    | 16.8 in   |
| Ripper Shank Holders                 | 5         | 10.0 m    |
| Ripper Shank Holder Spacing          | 533 mm    | 21.0 in   |
| Penetration Force                    | 9440 kg   | 20,812 lb |
| Pryout Force                         | 12 607 kg | 27,794 lb |
| Machine Length Increase, Beam Raised | 1031 mm   | 40.6 in   |
| Scarifier                            |           |           |
| Front, V-Type: Working Width         | 1205 mm   | 47.4 in   |
| Front, V-Type, 5 or 11 Tooth         |           |           |
| Working Width                        | 1031 mm   | 40.6 in   |
| Scarifying Depth, Maximum            | 467 mm    | 18.4 in   |
| Scarifier Shank Holders              | 5/11      |           |
| Scarifier Shank Holder Spacing       | 116 mm    | 4.6 in    |
| Mid, V-Type                          |           |           |
| Working Width                        | 1184 mm   | 46.6 in   |
| Scarifying Depth, Maximum            | 292 mm    | 11.5 in   |
| Scarifier Shank Holders              | 11        |           |
| Scarifier Shank Holder Spacing       | 116 mm    | 4.6 in    |
| Rear                                 |           |           |
| Working Width                        | 2133 mm   | 84.0 in   |
| Scarifying Depth, Maximum            | 426 mm    | 16.8 in   |
| Scarifier Shank Holders              | 9         |           |
| Scarifier Shank Holder Spacing       | 267 mm    | 10.5 in   |
| Weights                              |           |           |
| Gross Vehicle Weight, Base           |           |           |
| Total                                | 16 974 kg | 37,420 lb |
| Front Axle                           | 4238 kg   | 9,343 lb  |
| Rear Axle                            | 12 736 kg | 28,077 lb |
|                                      |           |           |

| Total                                | 16 974 kg | 37,420 lb |
|--------------------------------------|-----------|-----------|
| Front Axle                           | 4238 kg   | 9,343 lb  |
| Rear Axle                            | 12 736 kg | 28,077 lb |
| Gross Vehicle Weight, Maximum        |           |           |
| Total                                | 25 013 kg | 55,144 lb |
| Front Axle                           | 7745 kg   | 17,075 lb |
| Rear Axle                            | 17 268 kg | 38,069 lb |
| Operating Weight, Typically Equipped |           |           |
| Total                                | 19 344 kg | 42,647 lb |
| Front Axle                           | 5468 kg   | 12,055 lb |
| Rear Axle                            | 13 876 kg | 30,592 lb |
|                                      |           |           |

# 140/140 AWD Motor Graders Specifications

| Weights - AWD                        |           |           |
|--------------------------------------|-----------|-----------|
| Gross Vehicle Weight, Base           |           |           |
| Total                                | 17 966 kg | 39,609 lb |
| Front Axle                           | 4749 kg   | 10,469 lb |
| Rear Axle                            | 13 217 kg | 29,140 lb |
| Gross Vehicle Weight, Maximum        |           |           |
| Total                                | 25 013 kg | 55,144 lb |
| Front Axle                           | 7745 kg   | 17,075 lb |
| Rear Axle                            | 17 268 kg | 38,069 lb |
| Operating Weight, Typically Equipped |           |           |
| Total                                | 20 236 kg | 44,614 lb |
| Front Axle                           | 5945 kg   | 13,107 lb |
| Rear Axle                            | 14 291 kg | 31,507 lb |

• Base operating weight on standard machine configuration is calculated with full fuel tank, coolant, lubricants, operator and 14.0R24 tires with single-piece (SP) rims.

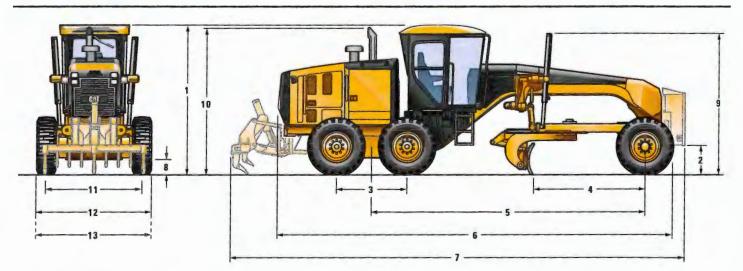
• Typically equipped operating weight is calculated with push block, rear ripper/scarifier, 14.0R24 tires with single-piece (SP) rims, and other equipment.

| Standards |                    |
|-----------|--------------------|
| ROPS/FOPS | ISO 3471/ISO 3449  |
| Steering  | ISO 5010           |
| Brakes    | ISO 3450           |
| Sound     | ISO 6396; ISO 6395 |

• The declared dynamic operator sound pressure level is 71 dB(A) for the 140 and 140 AWD when "ISO 6396:2008" is used to measure the value for a European Union "CE" marked machine. The measurement was conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

• The declared exterior sound power level is 107 dB(A) for the 140 and 140 AWD when the value is measured according to the dynamic test procedures and the conditions that are specified in "ISO 6395:2008." The measurement was conducted for a European Union "CE" marked machine at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds and during diesel particulate filter regeneration.

#### Dimensions



| 1 Height – Top of Cab                    | 3308 mm   | 130 in  | 8 Ground Clearance at Rear Axle | 339 mm  | 13.3 in |
|--|-----------|---------|---------------------------------|---------|---------|
| 2 Height – Front Axle Center             | 596 mm    | 23.5 in | 9 Height to Top of Cylinders    | 3040 mm | 120 in  |
| 3 Length – Between Tandem Axles          | 1523 mm   | 60.0 in | 10 Height to Exhaust Stack      | 3256 mm | 128 in  |
| 4 Length - Front Axle to Moldboard       | 2552 mm   | 100 in  | 11 Width – Tire Center Lines    | 2140 mm | 84.3 in |
| 5 Length - Front Axle to Mid Tandem      | 6123 mm   | 241 in  | 12 Width – Outside Rear Tires   | 2511 mm | 98.9 in |
| 6 Length - Front Tire to Rear of Machine | 8912 mm   | 351 in  | 13 Width – Outside Front Tires  | 2511 mm | 98.9 in |
| 7 Length - Counterweight to Ripper       | 10 136 mm | 399 in  |                                 |         |         |

Calculated with 14.0R24 Tires.

#### **Standard Equipment**

Standard equipment may vary. Consult your Cat dealer for details.

#### **POWER TRAIN**

- Air cleaner, dual stage, dry type, diesel, with automatic engine derate and automatic dust ejector, service indicator through Cat Messenger
- Air-to-air after cooler (ATAAC)
- Belt, serpentine, automatic tensioner
- Brakes, oil disc, four-wheel, hydraulic
- · Demand fan, hydraulic, swing-out
- Diesel exhaust fluid tank, 22.0 L (5.8 gal) ground level access, and sediment drain
- Differential Lock/Unlock, Automatic
- Drain, engine oil, ecology
- Economy mode
- · Electronic over speed protection
- Engine, C9.3, U.S. EPA Tier 4 Final/ EU Stage V emission standards
- Fuel tank, 394 L (104 gal), ground level access and sediment drain
- Fuel-water separator
- Muffler, underhood
- · Parking brake multi-disc, sealed, oil-cooled
- · Priming pump, fuel
- Rear axle, modular
- · Sediment drain, fuel tank
- Tandem drive
- Transmission, 8F/6R, powershift, direct drive, Advanced Productivity Electronic Control Strategy (APECS)

#### ELECTRICAL

- Alarm, back up
- Alternator, 150 ampere, sealed
- Batteries, maintenance free, heavy duty, 1,125 CCA
- · Breaker panel, ground accessible
- · Cab harness and electrical hydraulic valves
- Electrical system, 24V
- Grade Control Ready Cab harness, software, electrical hydraulic valves, bosses and brackets
- Lights, roof-mounted roading, reversing, LED stop and tail
- Product Link
- Starter, electric

#### **OPERATOR ENVIRONMENT**

- Accelerator
- Air conditioning with heater
- · Arm and wrist rest, electronically adjustable
- Articulation, automatic Return-to-Center
- Cat Messenger operator information system
- Centershift pin indicator
- Coat hook
- · Cup holder
- · Display, digital speed and gear
- · Doors, left and right side with wiper
- · Gauge, machine level
- Gauge cluster (analog) fuel, articulation, engine coolant temp, engine RPM, hydraulic oil temp, regen, DEF
- Hour meter, digital
- Joystick hydraulic controls right/left blade lift with float position, circle drive, blade sideshift and tip, centershift, front wheel lean, articulation and power steering
- · Joystick, adjustable armrests
- Joystick gear selection
- · Joystick hydraulic power steering
- Ladders, cab, left and right side
- Lights, night time cab
- · Mirror, inside rearview, wide angle
- Power port, 12V
- · Radio Ready, Entertainment
- ROPS cab, sound suppressed 70 dB(A)
- · Seat, cloth-covered, comfort suspension
- Seat belt, retractable 76 mm (3 in)
- Storage area for cooler/lunchbox
- Throttle control, electronic
- Windows, laminated glass:
- -fixed front with intermittent wiper
- -door with intermittent wipers (3)
- Windows: tempered
- -left and right side wipers
- rear and intermittent wiper

#### FLUIDS

- Antifreeze
- Extended Life Coolant to -35° C (-30° F)

7

#### TIRES, RIMS AND WHEELS

• Partial allowance for tires on  $254 \times 607$  mm (10 × 24 in) multi-piece rims is included in the base machine price and weight

#### OTHER STANDARD EQUIPMENT

- · Accumulators, brake, dual certified
- Anti-glare paint
- Bumper, rear, integrated with hitch
- CD ROM Parts Book
- Clutch, circle drive slip
- Cutting edges  $-152 \times 16 \text{ mm} (6 \times 5/8 \text{ in})$
- -curved DH-2 steel
- -19 mm (3/4 in) mounting bolts
- Doors (4), engine compartment, locking
- Drawbar 6 shoes, replaceable wear strips
- Electrical hydraulic valves, hydraulic lines for base 8 functions
- Endbits
  - -16 mm (5/8 in) DH-2 steel
  - -19 mm (3/4 in) mounting bolts
- · Fluid check, ground level
- Frame, articulated, with safety lock
- · Ground level engine shutdown
- · Ground level fueling
- Hammer (emergency exit)
- Horn, electric
- Hydraulic lines for base functions
- Lockout, hydraulic implement (for roading and servicing)
- Moldboard 3658 × 610 × 22 mm (12 ft × 24 in × 7/8 in)
- Mounting, cab roof accessories
- Pump, hydraulic, high capacity, 98 cm<sup>3</sup> (6 in<sup>3</sup>)

(both sides with swing doors)

• S·O·S<sup>SM</sup> ports: engine, hydraulic,

transmission, coolant, fuel

Tandem walkway/guards

· Radiator, cleanout access

· Secondary steering

Tool box

· Serviceability, LH side

# 140/140 AWD Motor Graders

#### **Optional Equipment**

Optional equipment may vary. Consult your Cat dealer for details.

|  | kg* | lb* |            |
|--|-----|-----|------------|
| ELECTRICAL                                   |     |     | PO         |
| • Alternator, 280 ampere                     | 2   | 5   | • /        |
| Batteries:                                   |     |     | • 1        |
| -extreme duty, 1,400 CCA                     | 14  | 30  | • 5        |
| • Lights:                                    |     |     | 1          |
| -Headlights, high                            | 38  | 84  | • ]        |
| -Headlights, low                             | 35  | 77  |            |
| -Working lights, basic                       | 9   | 20  | 01         |
| -Working lights, plus,                       | 10  | 22  | • /        |
| LED  |     |     | • (        |
| -Warning: beacon                             | 2   | 5   | -          |
| or strobe                                    |     |     | -          |
| -Mounting for                                | 5   | 11  | • /        |
| warning light                                |     |     | • (        |
| GUARDS                                       |     |     | • (        |
| <ul> <li>Articulation guard</li> </ul>       | 5   | 11  | • (        |
| • Fenders, front                             | 121 | 266 | • 1        |
| • Fenders, front, AWD                        | 56  | 124 | V          |
| • Fenders, rear                              | 156 | 344 | • F        |
| <ul> <li>Front axle guard</li> </ul>         | 13  | 30  | -          |
| <ul> <li>Sound suppression</li> </ul>        | 110 | 243 | -          |
| (bottom)                                     |     |     | • F        |
| <ul> <li>Sound suppression</li> </ul>        | 15  | 33  | n          |
| (enclosure)                                  |     |     | a          |
| <ul> <li>Transmission</li> </ul>             | 141 | 311 | P          |
|  |     |     | • S        |
| OPERATOR ENVIRONMENT                         |     |     |            |
| <ul> <li>Mirrors, outside:</li> </ul>        |     |     | • S<br>• R |
| -heated 24V                                  | 15  | 33  | • •        |
| -mounted                                     | 15  | 33  | 0          |
| <ul> <li>Comfort Plus Arrangement</li> </ul> | 2   | 4   |            |
| <ul> <li>Comfort Premium</li> </ul>          | 3   | 7   |            |
| Arrangement                                  |     |     |            |

|  | ny       | in .  |
|--|----------|-------|
| POWER TRAIN  |          |       |
| All Wheel Drive  | 892      | 1,967 |
| • Precleaner, snow   | 2        | 5     |
| <ul> <li>Starter, extreme duty,<br/>1,000 Amps</li> </ul>  | 22       | 48    |
| Transmission, autoshift                                    | 2        | 5     |
| OTHER ATTACHMENTS  |          |       |
| <ul> <li>AccuGrade ARO</li> </ul>                          | 46       | 101   |
| Cat GRADE  |          |       |
| - Digital Blade Slope Meter<br>- Cross Slope Indicate      |          |       |
| -Cross Slope   |          |       |
| Accumulators, blade lift                                   | 55       | 121   |
| · Camera, rearview   | 9        | 20    |
| Cat Product Link 321SR                                     | 13       | 29    |
| • Cat Product Link 522                                     | 13       | 29    |
| · Drain, ecology, engine                                   | 2        | 5     |
| Wiggins  |          |       |
| <ul> <li>Heater, engine coolant:</li> </ul>                |          |       |
| -120V  | 1        | 3     |
| -240V  | 1        | 3     |
| <ul> <li>Hydraulic arrangements with</li> </ul>            | h one or | r     |
| more additional hydraulic va                               |          |       |
| available for rear ripper, doz                             | er, snow | 1     |
| plow and snow wing.  | 0.1      |       |
| <ul> <li>Snow wing mounting,<br/>frame ready</li> </ul>    | 91       | 200   |
| <ul> <li>Starting aid, ether</li> </ul>                    | 0.5      | 1     |
| <ul> <li>Reversing fan, automatic<br/>or manual</li> </ul> | 6        | 13    |
|  |          |       |

kg\*

lb\*

|  | kg*  | ib*   |
|--|------|-------|
| WORK TOOLS/G.E.T.  |      |       |
| • Blade extension, left hand,<br>610 mm (2 ft)                   | 113  | 249   |
| • Blade extension, right<br>hand, 610 mm (2 ft)                  | 113  | 249   |
| <ul> <li>Counterweight</li> </ul>                                | 427  | 939   |
| <ul> <li>Cutting edges, curved</li> </ul>                        | 43   | 95    |
| <ul> <li>Endbits, overlay</li> </ul>                             | 24   | 52    |
| <ul> <li>Front lift group, mounting</li> </ul>                   | 5    | 11    |
| · Front lift group, mechanical                                   | 680  | 1,500 |
| <ul> <li>Grader bit, narrow and<br/>super penetration</li> </ul> | 181  | 400   |
| <ul> <li>Mid-Mount Scarifier,<br/>Package</li> </ul>             | 917  | 2,017 |
| <ul> <li>Moldboard</li> </ul>                                    |      |       |
| -4267 mm × 610 mm<br>× 22 mm (14 ft × 24 in<br>× 7/8 in)         | 147  | 323   |
| -4267 mm × 686 mm<br>× 25 mm (14 ft × 27 in<br>× 1 in)           | 284  | 625   |
| • Push plate   | 1285 | 2,833 |
| Ripper, rear   | 1042 | 2,292 |
| Ripper tooth   | 28   | 61    |
| <ul> <li>Scarifier, front</li> </ul>                             | 434  | 956   |
| <ul> <li>Snow Arrangement</li> </ul>                             | 161  | 355   |
| Snow Wing Ready Package  | 119  | 262   |
| Tow hitch  | 53   | 116   |

| <ul> <li>Canadian Arrangement</li> </ul> | 2   | 4   |
|--|-----|-----|
| <ul> <li>European Arrangement</li> </ul> | 289 | 637 |
| • TUV Roading Arrangement                | 451 | 994 |

\*Weights shown are to be added to the standard configuration when option is chosen.

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ7069-03 (10-2019) Replaces AEHQ7069-02 Build Number: 15A (North America, Europe)





Fabick Cat PO Box 350 Schofield, WI 54476-0350

**RETURN SERVICE REQUESTED** 

DPW Motor Grader



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



Phone: (906) 932-5050 Fax: (906) 932-5745 www.ironwoodmi.gov

# MEMO

To: Mayor Corcoran and City Commission

From: Tom Bergman, Community Development Director

Date: May 22, 2024

Meeting Date: May 28, 2024

**Re:** PC Case 2024-003 316 Houk Street Rezone from C-1 to R-1A and PC Case 2024-005 1 Iron King Road Rezone R-1A to C-1

#### Background/Request

This memo is for the adoption of ordinances to rezone two separate parcels as described below.

- 1. Rezone of 316 Houk Street from C-1 Neighborhood Commercial to R-1A Residential. This is the former Manny's Restaurant. The new owner is requesting a rezone to convert the building to a residence.
- 2. Rezone of 1 Iron King Road from R-1A Residential to C-1 Neighborhood Commercial. This is the old Newport Hospital Building. The new owner is requesting a rezone to convert the building to an indoor recreation facility, specifically an airsoft and laser tag space.

The Planning Commission recommended the rezone of both parcels to the City Commission on May 2, 2024.

#### Recommendation

Motion to adopt ordinances rezoning 316 Houk Street from C-1 Neighborhood Commercial to R-1A Residential and 1 Iron King Road from R-1A Residential to C-1 Neighborhood Commercial and to formerly adopt the amended Zoning Map as part of the Zoning Ordinance at the May 28, 2024 City Commission Meeting.





#### **ORDINANCE NO. 547, BOOK NO. 5**

AN ORDINANCE TO AMEND SECTION 2.1-2, ZONING MAP, ARTICLE 2, DIVISION 1, ZONING DISTRICTS AND MAP, OF ORDINANCE NUMBER 537 OF THE CODE OF ORDINANCES, CITY OF IRONWOOD, MICHIGAN

THE CITY OF IRONWOOD ORDAINS:

**Section 1.** Article 2, Division 1, Zoning Districts and Map, Section 2.1-2 titled Zoning Map, is hereby amended by changing the zoning classification of the following described property located at 316 Houk Street, Ironwood, Michigan, from C-1 Neighborhood Commercial to R-1A Residential, based on the submitted site plan:

PART OF S 1/2 OF SE 1/4 OF S 22, T47N, R47W; BEG AT A PT 758.48 FT W & 298.18 FT N OF SE COR OF SUB; TH S 88 DEGREES 51' W, 217.4 FT; TH N 25 DEGREES 52' E, 86.2 FT; TH N 86 DEGREES 42' E, 175.27 FT; TH S 3 DEGREES 16' E, 83.5 FT TO POBACREAGE Property Number 52-22-477-030, AND

PART OF S 1/2 OF SE 1/4 OF SEC 22, T47N, R47W; BEING LOTS 71 AND 72 OF THE UNRECORDED PLAT OF NORRIE LANDS. BEG AT THE CORNER COMMON TO SECTIONS 22,23,26 &27, THENCE N89 DEG 53'24"W ALONG THE LINE COMMON TO SEDTIONS 22 ADN 27 A DIST OF 759.80 DT; THENCE N00 DEG 06'36"E A DIST OF 240.67 FT TO TEH NORTH R-O-W OF HOUK ST ADN THE P,\.O.B. : THENCE N87 DEG 35'45"W ALONG THE NORHT R-O-W OF HOUK ST A DIST OF 234.76FT; THENCE N25 DEG 09'36"E A DIST OF 119.20 FT; THENCE N85 DEG 59'36" E A DIST OF 175.27 FT; THENCE S03DEG 58'24"E A DIST OF 130.30 FEET TO THE POINT OF BEGINNING. BEING LOTS 71 AND 72 OF THE UNRECORDED PLAT OF NORRIE LANDS.PARCEL CONTAINS .56 ACRES MORE OR LESS. Property number 52-22-477-020.

Section 2. Repealer. Any Ordinance that is in conflict is hereby repealed.

**Section 3.** Severability. If any word, clause, sentence, paragraph, or provision of this ordinance is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the ordinance shall be deemed fully enforceable.

**Section 4.** Effective Date. The terms and provisions of this ordinance shall become effective upon publication and adoption in accordance with law.

Adopted and approved by the City Commission of the City of Ironwood, Michigan, this 28<sup>th</sup> day of May 2024.

Effective: June 6, 2024

KIM S. CORCORAN, MAYOR

ATTEST:

JENNIFER L. JACOBSON, CITY CLERK



#### **ORDINANCE NO. 548, BOOK NO. 5**

# AN ORDINANCE TO AMEND SECTION 2.1-2, ZONING MAP, ARTICLE 2, DIVISION 1, ZONING DISTRICTS AND MAP, OF ORDINANCE NUMBER 537 OF THE CODE OF ORDINANCES, CITY OF IRONWOOD, MICHIGAN

THE CITY OF IRONWOOD ORDAINS:

**Section 1.** Article 2, Division 1, Zoning Districts and Map, Section 2.1-2 titled Zoning Map, is hereby amended by changing the zoning classification of the following described property located at 1 Iron King Road, Ironwood, Michigan, from R-1A Residential to C-1 Neighborhood Commercial, based on the submitted site plan:

LOT 30, ASSESSORS PLAT NO 19, Property number 52-24-178-300.

Section 2. Repealer. Any Ordinance that is in conflict is hereby repealed.

**Section 3.** Severability. If any word, clause, sentence, paragraph, or provision of this ordinance is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the ordinance shall be deemed fully enforceable.

**Section 4.** Effective Date. The terms and provisions of this ordinance shall become effective upon publication and adoption in accordance with law.

Adopted and approved by the City Commission of the City of Ironwood, Michigan, this 28<sup>th</sup> day of May 2024.

Effective: June 6, 2024

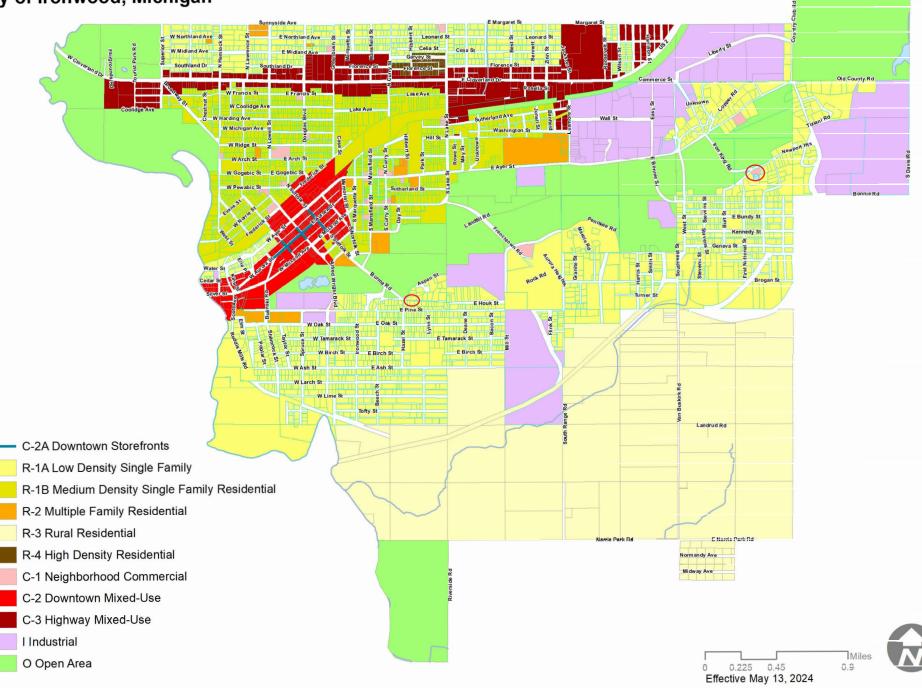
KIM S. CORCORAN, MAYOR

ATTEST:

JENNIFER L. JACOBSON, CITY CLERK



# Zoning Map City of Ironwood, Michigan



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



Phone: (906) 932-5050 Fax: (906) 932-5745 www.ironwoodmi.gov

# MEMO

- **To:** Mayor Corcoran and The City Commission
- From: Tom Bergman, Community Development Director

**Date:** May 22, 2024 Meeting Date: May 28, 2024

Re: PC Case 2024-004 – Right of Way Vacation on Blue Jacket Street and adoption of Ordinance

The applicant is requesting to vacate the following Right of Ways; Blue Jacket Street from Brogan Street to Fudally Street, Fudally street from Blue Jacket to East Street, East Street from Fudally Street to Geneva Street, and the Alley ROW East of Blue Jacket Street, North of Brogan, and South of Fudally. Please see map for more details. These are all undeveloped wooded ROWs.

This request is consistent with Strategy 6.11(c) of the Comprehensive Plan which discusses pursuing alternative strategies to encourage, fund and facility redevelopment projects. Putting underutilized City property back into private ownership will accomplish this strategy.

The Planning Commission recommended vacating the above right-of-ways at their meeting on May 2, 2024.

#### Recommendation

Recommend to the City Commission to approve ordinance to vacate the alley and street right-of-way as described in the application.





#### **ORDINANCE NO. 549, BOOK 5**

AN ORDINANCE PROVIDING FOR THE VACATION OF BLUE JACKET STREET FROM BROGAN STREET TO FUDALLY STREET, FUDALLY STREET FROM BLUE JACKET STREET TO EAST STREET, EAST STREET FROM FUDALLY STREET TO GENEVA STREET, AND THE ALLEY ROW EAST OF BLUE JACKET STREET, NORTH OF BROGAN, AND SOUTH OF FUDALLY STREET, CIY OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING AND RESERVING IN SAID PORTION OF SAID STREET RIGHT OF WAY THEREIN FOR PUBLIC UTILITY PURPOSES WITHIN THE RIGH-OF-WAY OF SAID STREET SO VACATED.

WHEREAS, Joseph Olexa and Sherron Olexa, petitioned for the vacation of Blue Jacket Street from Brogan Street to Fudally Street, Fudally street from Blue Jacket to East Street, East Street from Fudally Street to Geneva Street, and the Alley ROW East of Blue Jacket Street, North of Brogan, and South of Fudally Street, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof.

**WHEREAS**, The Planning Commission of the City of Ironwood has duly considered and investigated said Petition, and has reported and recommended to the City Commission that said described streets and alley be vacated; and

**WHEREAS**, This City Commission after due consideration of said petition, has determined that the health, welfare, comfort and safety of the people of the City of Ironwood and their best interests will be served by vacating said public street;

#### NOW, THEREFORE, THE CITY OF IRONWOOD ORDAINS:

Section 1. The for the vacation of Blue Jacket Street from Brogan Street to Fudally Street, Fudally Street from Blue Jacket Street to East Street, East Street from Fudally Street to Geneva Street, and the Alley ROW East of Blue Jacket Street, North of Brogan, and South of Fudally Street, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof, hereby is vacated, and said street so vacated shall vest in the rightful proprietors owning lands adjacent thereto and bordering thereon as shown in the Plat of said Addition in accordance with MCLA 560.227a.

Section 2. The City Clerk of the City of Ironwood, Michigan is hereby directed within thirty (30) days after the adoption of said ordinance to record a certified copy of this Ordinance giving the name of the plat affected by this ordinance, with the Gogebic County (Michigan) Register of Deeds, and further shall send a copy of said Ordinance to the State Treasurer of the State of Michigan.

Section 4. All ordinances or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 5. This ordinance shall be published pursuant to Section 6.1 of Chapter 6 of the City Charter and shall be effective upon recordation with said Register of Deeds pursuant to MCLA 560.256, as amended.

Adopted and approved by the City Commission of the City of Ironwood, Michigan this \_\_\_\_\_ day of \_\_\_\_\_\_ 2024.

Effective: \_\_\_\_\_, 2024

### KIM S. CORCORAN, MAYOR

ATTEST:

JENNIFER L. JACOBSON, CITY CLERK



To: Mayor Corcoran and City Commission

From: Tom Bergman, Community Development Director

Date: May 23, 2024 Meeting Date: May 28, 2024

**Re:** Renewal of Lease Agreement with Up-N-Smoke BBQ

#### Background

Attached to this memo is an updated lease agreement for Up-N-Smoke BBQ. They need a little time to work out the final details of the property sale and wish to lease the property during that time. This lease covers the first 6 months of this year and then will be a month to month lease for the rest of 2024.

#### Recommendation

Motion to approve lease agreement with Up-N-Smoke BBQ.

#### LEASE AGREEMENT

THIS LEASE has been made and entered into as of January 1, 2024, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and Up-N-SMOKE Bbq LLC, whose address is 232 E. Ayer Street, Ironwood, MI 49938 ("Tenant"). Landlord and Tenant agree as follows:

Landlord is the owner of certain land located in the City of Ironwood, Gogebic County, Michigan which is identified in the attached Exhibit A (the "Property"). The Property is not currently being used or required by Landlord for any of its operations.

Tenant is desirous of leasing the Property for the purpose of operating a food truck on it and Landlord is willing to lease the Property to Tenant for the proposed purpose on the terms and conditions hereinafter set forth. Tenant is willing to lease the Property from Landlord on that basis.

THEREFORE, Landlord and Tenant, in consideration of the following mutual covenants and promises, agree as follows:

1. Tenant is hereby granted a lease on and the use of the Property for the purpose of operating a food truck on and from the Property, and for no other purpose, subject to Tenant's compliance with the remaining terms, conditions and restrictions of this Lease Agreement.

The term of this Lease Agreement is 12 months commencing January 1<sup>st</sup>,
 2024 and ending December 31<sup>st</sup>, 2024.

3. Tenant shall have the use of the Property during the term of this Lease Agreement for the stated purpose, subject to the remaining terms, conditions, and restrictions as are hereinafter provided, all of which are hereby deemed and acknowledged by the parties to be material.

4. Tenant shall comply with all laws, rules, ordinances, orders, and regulations of any federal, state, and local authority that are applicable to the use and occupancy of the Property for the purpose of operating a food truck. Tenant shall not commit any waste on the Property, permit any objectionable noise or odor to be emitted, or disturb others.

5. Tenant shall at all times during the term of this Lease Agreement and at its own cost and expense, keep and maintain the Property in good, clean, safe and substantial order and condition and free from rubbish, to the satisfaction of the Landlord.

6. Tenant shall have a current business license in order to operate said business on this property.

7. Tenant shall pay Landlord as rent based on the following payment schedule:

- \$900 for the months of January through June 2024. This rent is due by June 15<sup>th</sup>, 2024.
- \$150 month to month until the sale closing date of the property. This rent will be due no later than the 7<sup>th</sup> of each month for the month in which it is due. (i.e. by July 7<sup>th</sup> for July's rent)
- The \$750 that has been incurred by the City of Ironwood to date for the property sale process (\$175 for legal fees and \$575 for the appraisal) is due to the City of Ironwood by July 22<sup>nd</sup>, 2024. This amount will be taken

off of the property sale price should the Tenant purchase the property from the Landlord. The purchase price would then drop from \$5,950 down to the appraised value of \$5,200.

8. Tenant agrees to have all improvements removed from the Property not later than midnight on termination of lease. In the event that all improvements are not removed from the Property by said date and time, Landlord may do so and recover its costs from Tenant for so doing. Landlord may keep or remove, store, destroy, discard or otherwise dispose of all or any part of such property in any manner that Landlord shall choose without incurring liability to Tenant or to any other person.

9. In the event Landlord, in its sole discretion, determines that the Property, or any portion thereof is needed for City purposes prior to the expiration of this Lease Agreement, this Lease Agreement shall become void and of no effect as to the portion so required upon written notification to Tenant. Possession of such required portions shall be immediately surrendered.

10. Tenant agrees to and shall defend, indemnify, and hold Landlord harmless from all claims, demands, causes of action, lawsuits, damages, costs, expenses and losses or whatever kind or nature arising from, out of or because of any acts and omissions of Tenant, its employees, agents, licenses and/or invitees in connection with or arising from its or their presence on, occupation and/or use of the Property.

11. Tenant shall obtain and maintain a policy of insurance with such insurance carrier and with such limits of liability and coverage as is acceptable to Landlord in which Landlord is identified as an additional named inured. A copy of such insurance

policy and the applicable declaration sheet and proof of each renewal thereof shall be provided to Landlord as a prerequisite to the continuance of this Lease Agreement.

12. In addition to the lease payments provided for in paragraph 7, Tenant shall also promptly pay when and as due all taxes, assessments, fees or charges that might be levied upon the Property that is covered by this Lease Agreement. Tenant further agrees to and shall keep the Property free from liens of any kind or nature.

13. In the event of default by Tenant in the performance of any of its obligations under this Lease Agreement, Landlord shall provide written notice and demand to cure to Tenant in which the nature of the default is specified. Should said default remain uncured for a period of thirty (30) days Landlord shall be and is hereby granted the right to terminate this Lease Agreement. Waiver of any default or Landlord's election not to require cure of any default shall not constitute a waiver of any future default by Tenant of its obligations under this Lease Agreement.

14. In addition to all other remedies and relief, Tenant shall be responsible for all consequential damages and for all of Landlord's actual attorney fees and costs as are incurred by it as a consequence of Tenant's default, the actions needed to terminate this Lease Agreement in accordance with applicable law and/or to otherwise enforce its provision.

15. Tenant may not sublet any part of the Property without the prior written consent of the Landlord. Any sublease agreement is not binding on the parties unless the Landlord approves the sublease in writing. Landlord shall have total discretion regarding its approval of any proposed sublease. Notwithstanding any such sublease, Tenant remains fully liable under this Lease Agreement.

16. This Lease Agreement is hereby declared binding upon the successors, heirs and/or assigns of each party.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

### LANDLORD CITY OF IRONWOOD:

- By: Kim Corcoran Its: Mayor
- By: Jennifer L. Jacobson Its: Clerk

STATE OF MICHIGAN ) ) ss

COUNTY OF GOGEBIC )

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2024, before me personally appeared Kim Corcoran, Mayor and Jennifer L. Jacobson, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed pursuant to the authority granted by the Ironwood City Commission.

, Notary Public

Gogebic County, Michigan My commission expires: \_\_\_\_/\_\_/

# Exhibit A (the "Property")

Parcels: 52-22-183-040 and 52-22-183-050, further described as:

PART OF SE <sup>1</sup>⁄<sub>4</sub> OF NW <sup>1</sup>⁄<sub>4</sub> SEC 22,47,47 COMM AT NE COR OF SUFFOLK & AYER ST NE'LY 376.21' TH NE 110' & NW 84' TH SW 115' TH SE 50' TO POB ACREAGE

AND, THAT PART OF THE SE 1/4 OF THE NW 1/4 OF SEC 22, 47,47 OF THE MICHIGAN MERIDIN BOUNDED & DESC AS FOLLOWS; COM AT TH INT NE'LY LINE OF SUFFOLK ST & THE NE'LY LN OF AYER ST TH NE'LY ALG SD NW'LY LN OF AYER ST A DIST OF 456.88' TO TH POB OF TH PARCEL OF LAND HERIN DESC TH CONTN NE'LY ALG SD NW'LY LINE OF AYER ST A DIS TANCE OF 67.92' TH NW'LY ALG A LN AT RT ANG TO TH LAST DESC COURSE A DIST OF 82' MORE OR LESS TO A PT DIST 9' SE'LY MEAS RADIALLY FROM TH CENTER LN OF CNW RR CO SPUR TRK ICC #413 AS SD SPUR TRK IS NOW LOCATED TH SW'LY ALG A LN PARALLEL WITH SD SPUR TRK CENTER LN TO A LN FORMING AN ANG OF 89 DEGREES 34' MEAS CLKWSE FROM TH NE'LY LN OF SD AYER ST THRU TH POB TH SE'LY ALG SD LAST DESC LN TO THE POB ACREAGE TENANT

|  |          | By:<br>Its:                          |                 |
|--|----------|--------------------------------------|-----------------|
|  |          |                                      |                 |
|  | <b>`</b> |                                      |                 |
| STATE OF MICHIGAN                                    | )<br>)SS |                                      |                 |
| COUNTY OF GOGEBIC                                    | )        |                                      |                 |
| On this day of                                       | , 20     | 24, before me personally appea<br>of | ared<br>, to me |
| known to be the person w<br>they executed the same o |          | ne foregoing instrument and ack      | nowledged that  |

|                          | , Notary Public |
|--------------------------|-----------------|
| Gogebic County, Michigan |                 |
| My commission expires: _ | //              |

## THIS DOCUMENT WAS DRAFTED BY:

Timothy M. Dean (P27911) Dean Law Office, P.C. 204 Harrison Street Ironwood, MI 49938 (906) 932-4010



### CITY OF IRONWOOD BUY AND SELL AGREEMENT FOR VACANT LAND

**1. Buyer's Offer**. The undersigned Buyer offers and agrees to purchase the property located in the of City of Ironwood, Gogebic County, Michigan, commonly known as 238 E. Ayer Street, Permanent Parcels 2752-22-183-040 and 2752-22-183-050: and legally described as follows:

PART OF SE 1/4 OF NW 1/4 SEC 22,47,47 COMM AT NE COR OF SUFFOLK & AYER ST NE'LY 376.21' TH NE 80.67' & NW 70' TH SW 80' TH SE 50' TO POB ACREAGE & THAT PART OF THE SE QTR OF THE NW QTR OF SEC 22 T47N-R47W OF THE MICHIGAN MERIDIAN BOUNDED & DESC AS FOLLOWS; COM AT TH INT NE'LY LINE OF SUFFOLK ST & THE NE'LY LN OF AYER ST TH NE'LY ALG SD NW'LY LN OF AYER ST A DIST OF 456.88' TO TH POB OF TH PARCEL OF LAND HEREIN DESC TH CONTN NE'LY ALG SD NW'LY LINE OF AYER ST A DISTANCE OF 67.92' TH NW'LY ALG A LN AT RT ANG TO TH LAST DESC COURSE A DIST OF 82' MORE OR LESS TO A PT DIST 9' SE'LY MEAS RADIALLY FROM TH CENTER LN OF CNW RR CO SPUR TRK ICC #413 AS SD SPUR TRK IS NOW LOCATED TH SW'LY ALG A LN PARALLEL WITH SD SPUR TRK CENTER LN TO A LN FORMING AN ANG OF 89 DEGREES 34' MEAS CLKWSE FROM TH NE'LY LN OF SD AYER ST THRU TH POB TH SE'LY ALG SD LAST DESC LN TO THE POB, CITY OF IRONWOOD, GOGEBIC COUNTY, MI.

**2. Purchase Price.** The purchase price for the Property is \$5,950.00 (five-thousand-nine-hundred-fifty). This is the appraised price of \$5,200 plus the \$750 that has been incurred by the City of Ironwood to date for the property sale process (\$175 for legal fees and \$575 for the appraisal). If the legal fees and appraisal fees are paid prior to closing, then the remaining amount will be due at closing. Any rent paid on the property prior to closing date will not go towards the purchase price.

3. Terms of Payment. Cash or cashier's check.

**4**. **Closing.** The closing shall be held prior to December 31, 2024. If the transaction is not completed by then, both parties will have to sign a new agreement, should both parties be agreeable to additional time.

5. Seller's Closing Obligations. At closing, Seller shall deliver to the Buyer the Property Deed for Recording by the Buyer. The Buyer shall return a copy of the Recorded Deed to the Seller.

# 6. By signing below, Buyer acknowledges having read and received a copy of this Agreement and Seller agrees to convey the property as set forth in the terms above.

# Buyer:

| By:   |  |
|---|--|
| By:<br>Note: Please sign as you wish your name to appear on the final papers. |  |
|   |  |
| Printed name of Signatory:  |  |
| Buyer's Address:  |  |
| Phone:  |  |
| E-Mail:   |  |
|   |  |
| Seller:   |  |
| Ву:   |  |
| By:<br>Note: Please sign as you wish your name to appear on the final papers. |  |
|   |  |
| Printed name of Signatory:  |  |
| Buyer's Address:  |  |
| Phone:  |  |
| E-Mail:   |  |
|   |  |

#### NORTHLAND ELECTRIC DS INC P.O. BOX 155 - 108 WILCOX ROAD WHITE PINE, MI 49971

TELEPHONE: 906/885-5526 FAX: 906/885-5182

#### PROPOSAL

Date: May 28, 2024

#### To: **Paul Anderson City of Ironwood**

Work to be performed at: **Curry Park** 

We hereby propose to furnish materials and perform the labor necessary for the completion of:

#### **Revised Campground Service and Sign Lighting**

All material is guaranteed to be as specified, and the above work to be performed in accordance with any drawings and/or specifications submitted for the above work for the price of: \$5,997.00

| Price Includes:         | *State Electrical Permit<br>*400A Service For the Lower End RV Campsites |
|-------------------------|--|
|                         | *(2) 200A Panels   |
|                         | *Install (2) 200A, (2) 150A & (1) 100A in 800A Existing Panel            |
|                         | *Install 200A Panel Next to 800A Panel                                   |
|                         | *2 LED Lights for Campground Sign  |
|                         | *Trenching, Labor & Material to Install Lights                           |
| Price Does Not Include: | *Power Company Costs   |

#### **Cost Explanation:**

| Original Design wire reduction                 | (\$6,275) |
|--|-----------|
| New design cost of wire                        | \$3,347   |
| New service, breakers, panel                   | \$6,990   |
| Lighting for sign, trenching, labor, materials | \$1,915   |
| Total Change Order Addition                    | \$5,977   |

With these changes, the City will save significant costs with Xcel to bring in a 400A single phase service versus a three phase service and the City will be able to cancel their \$22,000.00 panel order with a small restock fee.

Any alterations or deviations from above specifications involving extra costs will be executed only upon written approval and will become an extra charge over and above the proposal. All agreements are contingent upon accidents or delays beyond control.

This proposal is valid for <u>30</u> days.

Respectfully submitted:

Dennis Husar, Vice President Northland Electric DS Inc.

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



Phone: (906) 932-5050 Fax: (906) 932-5745 www.ironwoodmi.gov

# ΜΕΜΟ

- To: Mayor Corcoran and The City Commission
- From: Tom Bergman, Community Development Director

**Date:** May 22, 2024 Meeting Date: May 28, 2024

**Re:** Accept Proposal by HKGI for the Ironwood Strategic Housing Plan

#### Background

Last Month, the City received proposals for a Strategic Housing Plan. The City received a number of very good proposals. After review by staff and the Mayor, the group unanimously recommends HKGI for the project. Their proposal is engaging and clearly lays out a road to addressing our housing crisis. The City has had incredible experiences with HKGI in the past. They were the consultants on the award winning 2014 City of Ironwood Comprehensive Plan as well as the planning architects for the City Square project. They are currently the consultant working on the City's new Comprehensive Plan. The cost of the project is \$70,000. The budget for the project is \$70,000 is being covered by a grant from the Office of Rural Prosperity.

#### Recommendation

Accept HKGI's Proposal for the Strategic Housing Plan for \$70,000.





# STRATEGIC HOUSING PLAN

Ironwood, Michigan



Proposal for Planning Services April 5, 2024

# TABLE OF CONTENTS

- 3 Firm Introduction
- 5 Approach & Work Plan
- 10 Proposed Table of Contents

- 12 Project Schedule
- 14 Key Personnel
- 20 Related Experience
- 34 Project Budget



800 Washington Ave. N. Suite 103 Minneapolis, MN 55401 612-338-0800 www.hkgi.com

April 5, 2024 Thomas Bergman, Community Development Director City of Ironwood 213 Marquette Street Ironwood, Michigan 49938

Dear Tom and Members of the Selection Committee,

Thank you for the opportunity to submit a proposal for the City of Ironwood's Strategic Housing Plan. As you know from our work on the Comprehensive Plans and Downtown City Square, we love working in Ironwood and supporting the City as it grows towards its vision. That vision, based on opportunity, determination, and community, outlines why many choose to make Ironwood home.

When we worked on the Comprehensive Plan in 2014, the challenges facing Ironwood's housing stock were neglect and deflated prices that kept people from investing in their homes. Since then, the challenges have shifted to rapidly increasing prices that have outpaced people's incomes, and rising material and labor costs that have made new construction expensive. While these phenomena are not exclusive to Ironwood, the community has certainly felt the effects.

We understand that change is most likely to come from within the community. How can this plan and process inspire local investment and change? We want to inspire and empower the doers of Ironwood, who may need a nudge, guidance, and encouragement to improve the state of housing in the City:

- » The handyman who could grow into building new homes
- » The property owner who sees more opportunity in their land
- » The realtor who'd like to sell their own houses
- » The service provider who understands the value of stable housing
- » The family that would like to make Ironwood home

It's also clear that the City has a role to play in this. The plan needs to provide clear strategies and actions that staff and officials can use to reduce the barriers to entry for emerging developers and builders. These actions could have the effect of smoothing regulations, freeing up capital, or providing guidance and support through the development process.

For this proposal, we have assembled a team that is uniquely suited to provide Ironwood with an effective Strategic Housing Plan that will guide both the City and the development community to improve the state of housing:

## Collaborate. Listen. Explore. Create.

- » HKGi is familiar with the City of Ironwood and is currently working on an update to the City's Comprehensive Plan. Both the Comprehensive Plan and the Strategic Housing Plan would benefit from coordination between the two projects. It would also offer the opportunity for improved efficiencies in project management and expenses, allowing more of the project budget to go towards plan deliverables. HKGi's housing plans are focused on solutions-based, actionable outcomes for communities, as seen in our recent work with the City of Grand Marais, MN on the shores of Lake Superior.
- » Jenifer Acosta, of **Acosta Real Estate and Development**, is a community developer who is passionate about helping communities realize their fullest potential and supporting emerging developers as they bring their visions to life. She's developed projects in the UP, including Marquette and Munising, as well as other Michigan communities like Bay City on Lake Huron. Jenifer has prepared action plans, guidebooks, and grants, provided consulting for communities, and is very knowledgeable about the tools and incentives available to Michigan communities. She also teaches for the Incremental Development Alliance, focusing on small scale development and missing middle housing.
- » Scott Meitus of **Windward Group** is a market researcher and developer in Minocqua, an hour south of Ironwood. In addition to extensive development experience, he's prepared many housing studies, with a focus on answering the "why" rather than simply reciting numbers. Scott serves on the housing committee in Minocqua as they are working to address many of the same shortages and cost issues affecting Ironwood.

Together, we believe that this team's experience, knowledge, skills, and passion for serving communities will bring tremendous value to this planning process and will produce deliverables that the community can use for years to come—not only the Plan, but also community workshops and useful guides.

Thank you again for the opportunity to propose on this plan to improve and add homes in Ironwood. Please reach out if there are any questions or clarifications you have about our proposal. As you know, Ironwood is a special community, and we want to support anyone that wants to make it home.

Sincerely,



Kevin Clarke HKGi Project Manager 503-926-4447 | kevin@hkgi.com



Bul Julip

Brad Scheib, AICP HKGi Principal in Charge 612-252-7122 | brad@hkgi.com

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# FIRM INTRODUCTION

SITE REDEVELOPMENT CONCEPT PLANNING ST. LOUIS PARK, MINNESOTA

# FIRM PROFILES

**HKGi** was established in 1982 to provide community-based planning and landscape architecture services to clients throughout the Upper Midwest. For more than forty years we have used a collaborative, community-based planning approach to help clients build great places for people to live, work, and play.

#### **HOUSING APPROACH**

HKGi brings broad-based community planning experience on projects such as comprehensive plans, redevelopment plans, zoning ordinance planning, and development application reviews. As a result, we can leverage our experience to help communities address their housing issues. Our housing analysis experience includes assembling housing inventories, identifying housing gaps, planning for future needs, establishing land use guidance related to housing, and evaluating zoning code barriers to housing development. HKGi also assists in identifying implementation strategies to help communities facilitate and foster development that meets the needs of its residents.

#### ROLE

Project management, engagement, regulatory review, strategic/action planning, and urban design.

The **Windward Group** is a real estate consulting and analytics company that provides critical financial and market analysis services to builder/developers, and investors in the multifamily real estate industry. Analytics is a multidimensional discipline that uses a mixture of mathematics, statistics, narrative, and predictive models to gain valuable knowledge from data. The insights are used to recommend action and guide decision making. Specific services provided by the Windward Group include cash-flow analysis and projections, due diligence services, asset management, market/feasibility analysis and competitive assessments.

#### ROLE

Housing, Demographic, and Market data collection and analysis. Action Planning and Developer's Guidebook support.

Acosta Real Estate & Development provides a variety of community development services in the areas of real estate development, community development consulting, and commercial real estate marketing. Since 2016 the company has driven over \$31 million in real estate development projects in the Great Lakes Bay region. Acosta's overarching mission is to revitalize communities. We do that by providing development services that result in renovated, redeveloped properties that bring new life to neighborhoods, or by providing consulting services that aid in identifying and implementing strategies to attract new investment and bring people together to build better places.

#### ROLE

Implementation and strategic planning, developer's guidebook leadership, and housing workshops and coaching leadership.



#### LOCATION

800 Washington Ave. N., #103 Minneapolis, MN 55401 www.hkgi.com 612-338-0800

#### STAFF

6 Certified Planners7 Licensed Landscape Architects7 Planners/Designers2 Marketing Communications



The Windward Group

LOCATION Minocqua, Wisconsin



4

LOCATION Bay County, Michigan jen@jeniferacosta.com 305-505-8850 www.jeniferacosta.com/

# APPROACH& NORKPLAN

5th Street NW

**DOWNTOWN REVITALIZATION PLAN** OSSEO, MINNESOTA

# APPROACH

# **HOUSING ACTION PLAN**

The Housing Action Plan is a strategic resource designed to facilitate public finance mechanisms, incentive programs, and actionable items for both City staff and stakeholders. It aims to foster community conversations, empower local leadership, and provide tools for policy change to promote inclusivity, fairness, and affordability in housing. Through collaborative efforts, this plan seeks to address Ironwood's housing challenges effectively.

The Housing Action Plan will be designed for use by City staff and members of the boards and commissions responsible for addressing housing issues. It will certainly contain information that will be valuable to a wider audience, but the document will serve as a guide for policy makers and implementers.

#### **EXISTING CONDITIONS/ISSUE IDENTIFICATION**

As part of the existing conditions, we are including an analysis of the existing housing market. It is our intent that this work will be targeted at understanding the issues affecting Ironwood today. Some market studies only provide a recitation of data in a report format that leaves a reader wondering "so what does that mean?" Rather, we are including this analysis as the basis for answering questions like:

- » Why is there limited development of new homes in Ironwood?
- » What has led to the rapid increase in home prices, and is this likely to continue?
- » How has the availability of affordable housing changed, and where have the impacts been the most challenging?
- » What kinds of gaps exist between rents/sale prices and the cost to create additional housing?

Ultimately, we want to better understand where the market is today, how it is impacting the housing stock, why it isn't addressing the housing issues, and what would be needed to achieve market-based solutions.

**Zoning:** We also understand that the City has recently implemented a new zoning code. We will provide an outside perspective and audit of the code to understand if there are regulatory considerations

that are causing issues and keeping more housing from being built. Our team includes planners who have written several development codes and been responsible for interpreting and applying them. Our team also includes developers who have had to navigate the process from the outside, looking in.

**Public Finance:** The City has used public finance to support housing development. We will provide a review of the tools the City has used, and analyze which are effective and which may not be as effective or may represent inefficient use of public resources.

**Engagement:** We will facilitate meetings with community stakeholders who understand the state of housing today. These could include the City representatives (Staff, Housing Commission, Planning Commission, etc.), realtors, developers, housing managers, builders, employers, and other community groups with an interest in housing. We will also incorporate general housing questions and a housing preference survey into outreach efforts with the Comprehensive Plan.

#### **CREATING AND FACILITATING CHANGE**

Previous work and work from the first phase of this project will inform the direction the action plan takes. As a policy document that empowers policy makers to take the steps necessary to address the housing issues in Ironwood, the document will adapt to include issues identified in the first phase of the plan. Topics covered in the action plan will likely include:

- » Addressing Existing Housing Stock
- » Changes to the Regulatory Environment
- » Approaches to Public Finance
- » Mechanisms for Developing and Preserving Affordable Housing
- » Identification and Guidance on Incentive Programs and other Tools to Facilitate Change
- » Impact and Policy of Short-Term Rentals

The Action Plan will also include "To-Do" lists for:

- » City Staff
- » Elected and Appointed officials on the applicable boards and commissions
- » Other Stakeholders

# DEVELOPERS GUIDEBOOK AND WORKSHOPS

Our focus in this section of the plan will be to provide the development and real estate community in Ironwood with the tools needed to bring ideas into existence and improve housing in Ironwood. We propose to do this with a two-pronged approach:

#### **DEVELOPERS GUIDEBOOK**

The Developer's Guidebook will be a physical document that helps existing developers navigate the City's development process and guides new and emerging developers through the steps they need to take to get projects built. We understand that changes and improvements to the housing stock in Ironwood are likely to come from local and regional developers.

The Developer's Guidebook will not be able to answer every question or teach someone the ins and outs of every aspect of development. Rather the intent of this guidebook will be to outline the City's requirements, point people in the right direction, illuminate some potential pitfalls, connect aspiring developers with the right resources, and outline a logical process. A list of topics covered might include:

- » Go or No-Go Project Feasibility
- » The Development Process
- » Navigating City Regulations and Requirements
- » Assembling Financing
- » Site Selection and Securing the Site
- » Project Design
- » Construction
- » Selling or Holding/Managing

#### WORKSHOP SERIES AND COACHING

In addition to the Developer's Guidebook, we are proposing a series of workshops in Ironwood. Jenifer Acosta has extensive experience leading workshops for communities, emerging developers, and those in associated industries. These workshops are both inspirational and practical, encouraging interested people to pursue their vision and giving them tools to turn their vision into reality. These workshops will provide insights into municipal tools for addressing housing needs, offer guidance on updating municipal plans to support inclusive and affordable housing, and highlight available resources and incentives. Furthermore, the workshops will facilitate interactive discussions on transforming housing data into actionable strategies.

The workshops would be open to anyone in the community interested in housing and are likely to specifically attract individuals in construction, architecture/engineering, real estate, land use, finance/investment, or community and economic development. Materials developed for the workshops would be included with the Developer's Guidebook.

In addition to a three workshop series, our proposal includes 10 hours of coaching time for commission members and prospective developers, offered virtually as a follow up to elements discussed in the workshops. If desired, this could be further supplemented through the Michigan Neighborhood Grant. Ironwood is in Region A, which has a little over \$1 million available on a first come, first serve basis until July 1. The region's action plan includes strategy 2.1.C, highlighting technical assistance to help serve the housing ecosystem.

This workshop series would be a great opportunity for the community at any time, but we think they would be an outstanding supplement to the ongoing Comprehensive Planning process as we better understand the community's vision and ideas in action.

# **CONCEPTUAL HOUSING SITE PLANS**

We will work with the City to identify one or two potential project sites and will develop two alternative sketch plans that explore different concepts for the site. Variables could include building orientation, density, and product mix. The sketch plans will address building footprints, location, massing, site circulation, and respond to site constraints. Working with the City, we will refine the concepts to a preferred option. We will provide a conceptual, rendered plan (top down view) supplemented with precedent imagery. We will work with the City to incorporate the site plans into a marketing brochure that can be used to explain the City's vision to potential developers and promote the sites for potential projects. The brochure will outline key ideas and statistics and will be meant to spark interest in the sites.

As an additional service, we have the capability to provide modeling and 3-D rendering of project ideas. These may be helpful in the marketing and visioning of the sites. We are happy to work with the City to develop an appropriate scope/fee for this service to meet the City's needs.

## PLAN PRODUCTION AND APPROVALS

As we develop the Action Plan elements, the Developer's Guidebook, and the Site Plans, we will be writing narrative for the plan document. Once drafted, we will assemble the narrative and graphic materials into a visually compelling, easy to navigate document. This document will be provided to staff for initial review and edits. We will incorporate those edits into the plan document and provide the document for review by the public and by commissions and boards.

HKGi will also develop a presentation slide deck about the plan, and we will provide the presentation to the City Commission. We will create the slide deck with the intent that the presentation can be given by staff to other commissions and boards as appropriate. However, HKGi can present the plan to boards or commissions if this presentation can be delivered at meetings in coordination with Comprehensive Plan meetings. Whenever possible, pairing presentations and approvals meetings with the Comprehensive Plan process will help minimize expenses and enable us to dedicate more of the project budget to deliverables.

Based on feedback from the public, City Commission, and other boards and commissions, we will refine the plan into a final draft for acceptance and approval by the City Commission.

# **PROJECT MANAGEMENT**

In addition to larger meetings, we anticipate monthly check in meetings with City staff focused on the logistics of accomplishing the plan. These meetings will be held primarily between HKGi and City staff, with other consultants brought in as needed depending on where we are in the project. There will also be ongoing internal coordination between the consultants.

# **EXPENSES**

HKGi will work to coordinate trips with the Comprehensive Planning process. Expenses include mileage, food, lodging, printing, and other miscellaneous costs associated with completing this project. Where feasible, we will work to utilize virtual options for some meetings and coordination.

# WORK PLAN OVERVIEW

The following work plan summary outlines the tasks and subtasks the HKGi team will conduct to produce the deliverable items identified above.

# Task 0: Project Management

- 0.1 Monthly Check In Meetings with Staff
- 0.2 Internal Team Check In Meetings
- 0.3 Project Coordination Tasks

# Task 1: Prepare Strategic Housing Action Plan

- 1.1 Market Research
- 1.2 Zoning Code Audit and Land Use/Land Availability Review
- 1.3 Review of City's TIF and Other Current Tools
- 1.4 Integrate Housing Questions into Comprehensive Plan Survey (see sample on page 22)
- 1.5 Stakeholder Questions and Discussions
- 1.6 Issues Report
- 1.7 Housing and The Community
- 1.8 Addressing Existing Housing Stock
- 1.9 Regulatory
- 1.10 Public Finance

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- 1.11 Identify Incentive Programs
- 1.12 Impact of Short Term Rentals
- 1.13 City Staff Action Items/To Do Lists
- 1.14 City Officials Action Items/To Do Lists
- 1.15 Other Stakeholders Action Items/To Do Lists
- 1.16 Engagement Summary Report

# Task 2: Developers Guidebook and Workshops + Coaching

- 2.1 Go or No Go Project Feasibility
- 2.2 Development Process
- 2.3 Navigating City Requirements
- 2.4 Assembling Financing
- 2.5 Finding and Securing your Site
- 2.6 Designing your project
- 2.7 Getting it constructed
- 2.8 Selling or Holding/Managing
- 2.9 Proforma "Lite" Project Evaluation Tool
- 2.10 Housing Workshop 1 June 2024
- 2.11 Housing Workshop 2 September 2024
- 2.12 Housing Workshop 3 December 2024
- 2.13 Coaching

# **Task 3: Develop Housing Site Plans**

- 3.1 Base Mapping
- 3.2 Develop 2 sketch plan alternatives for 1-2 sites
- 3.3 High level feasibility of sites
- 3.4 Refine sketch plan alternatives
- 3.5 Incorporate into action plan
- 3.6 Prepare marketing materials for 1-2 sites

# **Task 4: Plan Production**

- 4.1 Prepare Draft Plan 1
- 4.2 Incorporate Feedback and Prepare Draft Plan 2
- 4.3 Prepare Presentation for Boards and Commissions by staff and/or consultants
- 4.4 Presentations as applicable
- 4.5 Present to City Commission
- 4.6 Incorporate Feedback and Prepare Final Draft
- 4.7 Present to City Commission

# **COORDINATION WITH STAFF**

We anticipate working with Tom Bergman as the primary staff contact with the City of Ironwood. Where feasible, we will seek to coordinate this project with the ongoing Comprehensive Plan for efficiency.

We anticipate working with staff to coordinate presentations to appropriate commissions and boards. We expect to engage with a number of these bodies at the beginning of the process and at the end of the process. Members of these boards and commissions are also invited to the workshop events throughout the process. We anticipate staff providing officials with progress updates as appropriate.

# PUBLIC ENGAGEMENT & RELATIONSHIP TO THE COMPREHENSIVE PLAN

We understand that the Comprehensive Plan and the Housing Action Plan are two different projects, processes, and sets of deliverables. However, we believe that the two projects dovetail nicely. The information learned during the Comprehensive Plan process will impact the Housing Action Plan, and vice versa. We believe that coordination between the two projects will greatly benefit both final plans.

For example, integrating housing questions into surveys for the Comprehensive Plan will enrich the Comprehensive Plan's chapter and recommendations addressing housing, while at the same time providing critical information for the Housing Action Plan. Similarly, coordinating the September workshops scheduled for both projects will bring more voices and visions to the table and benefit both plans.

Combining engagement activities, especially those directed towards collecting input from the broader community, will help reduce "survey or meeting fatigue" within the community. We intend to conduct more highly targeted engagement activities specific to the Housing Action Plan, such as the Housing Workshops and stakeholder meetings mentioned on page 6 of this proposal. Details of those engagement activities would be discussed in collaboration with City staff early in this planning process.

# PROPOSED ABLEOSED CONTENTS

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**DOWNTOWN DEVELOPMENT VISION** VICTORIA, MINNESOTA This project is split into three distinct tasks with different purposes and audiences. We want to make sure that each is usable on its own, but also stand together as a document.

A proposed table of contents for each part would likely include:

#### **HOUSING ACTION PLAN**

- » Addressing Existing Housing Stock
- » Changes to the Regulatory Environment
- » Approaches to Public Finance
- » Mechanisms for Developing and Preserving Affordable Housing
- » Identification and Guidance on Incentive Programs and other Tools to Facilitate Change
- » Impact and Policy of Short-Term Rentals

The Action Plan will also include "To-Do" lists for:

- » City Staff
- » Elected and Appointed officials on the applicable boards and commissions
- » Other Stakeholders

We will also provide an engagement summary report as an appendix to the plan.

#### **DEVELOPER'S GUIDEBOOK**

- » Go or No-Go Project Feasibility
- » The Development Process
- » Navigating City Regulations and Requirements
- » Assembling Financing
- » Site Selection and Securing the Site
- » Project Design
- » Construction
- » Selling or Holding/Managing

We will also provide any printed, slides, or A/V materials completed as part of the workshop series

#### **SITE PLANS**

Site plans will include graphically compelling, marketable materials that will include:

- » Project Description
- » Plan Graphics
- » Precedent Imagery
- » Potential Yield
- » Applicable Tools that could be used to support the project

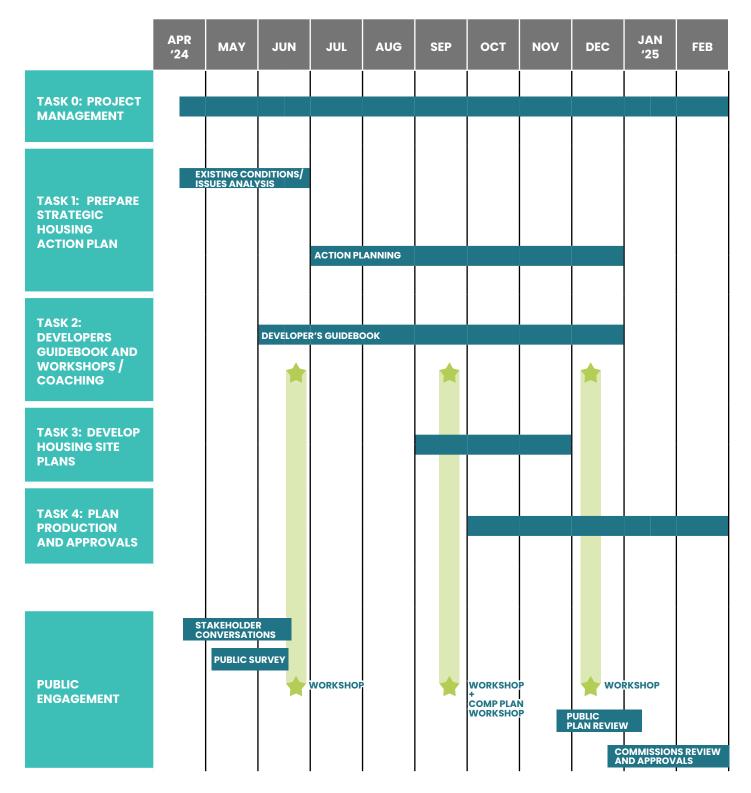
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**DOWNTOWN REDEVELOPMENT PLANNING AND ZONING ORDINANCE REVISIONS** ONALASKA, WISCONSIN

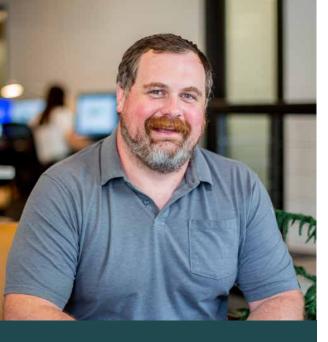
# **PROJECT TIMELINE**

The table below outlines our anticipated timeline for conducting the work plan presented earlier in this proposal. If the HKGi team is selected to conduct this project, one of our first tasks will be to confirm this schedule or modify it to best fit the City's needs and the needs of the project. We will also work with City staff to add detailed dates, as appropriate, for the milestones and engagement activities illustrated below.



# KEY PERSONNEL

**DOWNTOWN AND SITE REDEVELOPMENT PLANNING** CHASKA, MINNESOTA



#### Years of Experience: 12

#### Education

Master of Urban and Regional Planning, University of Minnesota

Master of Landscape Architecture, University of Minnesota

B.A., Economics. Saint John's University

#### Awards

2017 MN APA Success Stories in Implementation Award - Downtown Master Plan and Streetscape Design -Chaska, MN

2015 MI APA Daniel Burnham Award for a Comprehensive Plan - Comprehensive Plan for the City of Ironwood

#### Activities

Lamda Alpha International - Land Economics Society

Urban Land Institute (ULI)

### HKGi

# Kevin Clarke

Project Manager kevin@hkgi.com

#### Introduction

Kevin will serve as the HKGi Project Manager for the Strategic Housing Plan. He will be the primary contact for the City and will coordinate the work of the multi-disciplinary team throughout the project.

Kevin is familiar with Ironwood through his work on the City's Comprehensive Plan and the Plan Update, currently underway. He also led the design of Downtown City Square and has travelled to Ironwood on family vacations for several years.

Kevin's professional background includes training and experience in data collection and analysis. This skill set has enabled him to conduct or contribute to a variety of projects requiring a solid foundation of data-based evidence, such as housing studies, needs assessments, and feasibility studies. Kevin also brings extensive experience conducting site redevelopment planning for communities throughout the Upper Midwest. His understanding of land use, urban design, and economic development principles make him a valuable leader for the exploration of potential site development concepts.

Kevin has also chaired the "Building A Foundation" class for the Urban Land Institute's Minnesota Chapter for many years. This class is a primer on the development process and provides new and aspiring developers with a basis for the different aspects of development.

#### **Relevant Project Experience**

- Comprehensive Plan | Ironwood, MI
- Housing and Planning Study | Northfield, MN
- Housing Inventory and Assessment | Onalaska, WI
- 2040 Community Plan | Red Wing, MN
- Site Redevelopment Concepts | St. Francis, MN
- Pier D Small Area Plan | Duluth, MN
- City Square West Site Redevelopment Study | Chaska, MN
- Redevelopment Planning | Onalaska, WI
- Small Area Plan Studies | Bondurant, IA
- Small Area Planning | Inver Grove Heights, MN



#### Jeff Miller AICP Lead Planner jmiller@hkgi.com

#### Years of Experience: 24

#### Education

Master of Planning, University of Minnesota

B.A., Economics, St. Olaf College, Northfield, MN

#### Registration

American Institute of Certified Planners, Certification #025995

#### Awards

2019 MN APA Excellence in Community Engagement Award - Red Wing 2040 Community Plan

2017 MN APA Success Stories in Implementation Award - Chaska Downtown Master Plan

2017 MN APA Context in Planning Award - Eliot School Site Reuse Study - St. Louis Park, MN

2014 MN APA Planning in Context Award - Chaska Downtown Signage Design Guidelines

## HKGi

#### Introduction

Jeff will serve as the Lead Planner for this project. The Strategic Housing Plan for Ironwood will benefit from his experience leading and contributing to housing studies, comprehensive plan housing chapters, and redevelopment planning. His experience will provide the planning team and City staff with valuable insights into strategies that other communities have applied to help them achieve their housing goals.

Jeff has more than twenty four years of planning experience, and in addition to his recent work on housing studies, he has also led several zoning ordinance revision projects, many of which address barriers to housing development at the ordinance level. He is valued by clients for his listening and communication skills, his thoughtful approach, and for the outstanding client service he provides. Jeff leverages his problem solving and critical thinking skills to address stakeholder concerns and identify appropriate planning solutions.

#### **Relevant Project Experience**

- Housing Study & Zoning Ordinance Revision | Grand Marais, MN
- Housing and Planning Study | Northfield, MN
- Housing Study | Winona County, MN
- Zoning Ordinance Revisions and Housing Audit | St. Louis Park, MN
- Unified Development Code Rewrite & Housing Study | Onalaska, WI
- Rental Housing Ordinance Litigation Research | Winona, MN
- Comprehensive Plan 2045 and Unified Development Code Rewrite | Winona, MN
- 2040 Community Plan Housing Plan | Red Wing, MN
- Redevelopment Planning | Fond du Lac Reservation, MN
- Development Code Update | Johnston, IA



#### Years of Experience: 2

#### Education

Bachelor of Arts, Geography and Environmental Studies - University of North Carolina-Chapel Hill

#### Awards

McNally Award for Excellence in Geography

Douglas Eyre Award for Outstanding Leadership

#### Activities

Volunteer Ambulance Driver - North Haven, Maine EMS



# Mia Colloredo-Mansfeld

Planner mia@hkgi.com

#### Introduction

Mia will provide Planning and GIS services to this project. Mia is new to HKGi and has provided similar services on comprehensive plans and zoning projects. She comes to HKGi from North Haven, Maine, where she served for two years as the sole planner for the small island village.

In her work with the Town of North Haven, Mia led the Housing Working Group, oversaw data collection and analysis for their housing study, and co-authored their housing report. Her work included conducting a housing needs survey and interviews, analyzing census and market data to understand local conditions, and facilitating conversations between community members, state funding entities, and other stakeholders. Working with local housing groups, Mia also facilitated efforts to identify gaps and opportunities in the local housing landscape for collaboration between local government, housing organizations, and private landlords.

As the Town Planner she also created an ADU guide for private landlords; organized a housing resources community education event; identified funding sources to convert town properties into housing opportunities; and assisted the Planning Board with new zoning maps.

#### **Relevant Project Experience**

- Zoning Code Update | Fridley, MN
- Zoning Ordinance Rewrite | Savage, MN
- General Planning Services | St. Francis, MN
- General Planning Services | Maplewood, MN
- General Planning Services | Greenfield, MN
- \*Community Vision Process Facilitation | North Haven, ME
- \*Housing Working Group Facilitation & Planning | North Haven, ME
- \*Economic Diversification & Resilience Planning | North Haven, ME
- \*GIS Database Collection and Organization | North Haven, ME

\*Projects completed for previous employer



#### **Scott Meitus** Housing, Market, and Development Advisor

Scott Meitus has over thirty three years of relevant experience in the real estate industry. During his career, he has participated in virtually every aspect of the profession, including market analysis, acquisitions/dispositions, syndications, development, construction/renovation, property and asset management, and financial underwriting/ analysis. Real estate sectors include residential, office, retail, industrial and recreational/entertainment.

For the Ironwood Strategic Housing Plan, Scott will be providing housing, economic, and demographic data collection, research and analysis services. His findings will provide the data-based evidence the consulting team will need to develop strategies that respond to market and fiscal realities. This data will also provide City staff and decision-makers with evidence to support future housing implementation efforts. Scott also brings a wealth of development experience that will inform and support the action plan and developer's guidebook.

Since 1998, Scott has owned and operated his own real estate consulting company. Originally founded with a focus on investments in residential properties, syndications included sixteen apartment properties with a combined acquisition value of nearly \$50 million.

For the past 9 years, the firm's focus has shifted to providing sound market and feasibility analysis and forecasting. Scott has underwritten/analyzed over 4,000 individual project opportunities, and has completed over 500 formal market analyses for municipalities, real estate developers and investors in all sectors nationwide.

#### **Education**

Scott is a 1988 graduate of the University of Wisconsin-Madison where he received his BBA in Real Estate and Urban Land Economics.

#### Activities

Volunteer work includes the town of Minocqua ad hoc committee for housing, Rotary International where he is a past president of the local chapter, Junior Achievement, and several environmental organizations, including the Wisconsin Waterfowl Association, Ducks Unlimited, and the Tomahawk Lake Association.



The Windward Group

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#### **Jenifer Acosta** Housing and Community Development Consultant & Developer

Jenifer Acosta is a solutions-minded community developer known for redeveloping historic buildings and extensive work driving revitalization. With a heart for saving underutilized relics, she bridges old and new, building dynamic communities that evoke a strong sense of place.

Since 2016, she has driven over \$31+ million in real estate development projects in the Great Lakes Bay Region, and catalyzed countless more as a result. Recent work has had her working in the UP on housing projects in Munising and Marquette Township.

Jenifer is the Lead Consultant for Housing Forward, Midland, an economic development housing initiative offering data-driven practical solutions to address attainable housing needs across the county. Through this, she offers hands-on technical assistance, coaching and advocacy, and leads communication efforts.

She believes that the best solutions are created by local people, with local resources, with local pride in mind, and she encourages investing in projects that hit a triple-bottomline of community connection, environmental impact and fiscal responsibility.

#### **Education**

Jenifer earned a bachelor's degree in sociology from Southern Illinois University and a master's degree in international administration and sustainable development from the University of Miami. She also holds a graduate certificate in real estate development from New York University.

#### Activities

- Regional Strategy Committee | MSHDA Region G Housing Stock Committee
- Long Term Disaster Recovery Group | Midland County
- Housing Forward | Midland, Michigan

#### **Awards & Publications**

- The Legacy | 2022 Governor's Award for Historic Preservation
- The Time Lofts | Economic Development Award
- Good Samaritan Award | Midland Board of Realtors
- Author "Housing IS Economic Development" Guidebook for the Michigan Economic Development Association
- Faculty Member The Incremental Development Alliance





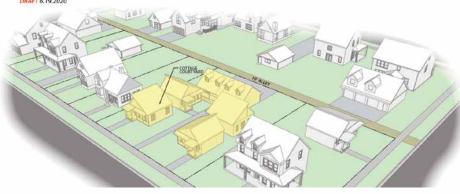
CITY SQUARE WEST SITE REDEVELOPMENT PLANNING CHASKA, MINNESOTA NOBTH PINE STREET

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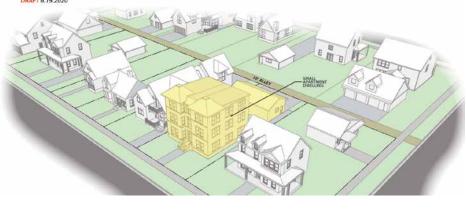
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# Housing Study & Zoning Revisions GRAND MARAIS, MINNESOTA

#### HOUSING TYPES: COTTAGE COURTYARD







HKGi conducted a housing study to help the City of Grand Marais and its residents identify strategies to encourage a more diversified housing stock and led a subsequent zoning ordinance revision project to implement the study's findings and recommendations. For the study HKGi inventoried the City's current land use and housing regulations, researched housing best practices, and led two community workshops in which stakeholders shared ideas and concerns, brainstormed strategies, and established priorities for implementing the Housing Plan.

Following completion of the housing study, HKGi worked with the City to revise the Grand Marais zoning code to provide greater flexibility and more clear guidance for the development of new housing and a greater diversity of housing types to meet the city's unique seasonal and year-round housing needs.

Recommended zoning revisions include reduction in minimum lot sizes; allowance for ADU's and other housing types in residential areas currently restricted to single-family homes only; new lot and building standards for each new housing type; and illustrations to make the code more user friendly to a broad scope of stakeholders.



#### CLIENT

City of Grand Marais

#### **HIGHLIGHTS**

- Establishment of new standards to ensure new housing types fit existing neighborhoods
- Recommended zoning changes include reduction in minimum lot sizes; allowance for other housing types; new lot and building standards for new housing types

#### REFERENCE

Mike Roth, City Administrator City of Grand Marais 218-387-1848 administrator@grandmarais.city



# Housing Study WINONA COUNTY, MINNESOTA





Recent housing types from the Winona County Housing Study (above) with a sample from a housing preference survey. The survey was valuable in identifying community preferences, but was also valuable in raising awareness about the variety of housing types potentially available to the community.

HKGi recently completed a housing study report for Winona County, Minnesota. The report will be used to inform strategic decision-making by the County to address future housing and economic development initiatives. The study will also provide a foundation for the 2024 Comprehensive Plan update.

The study team conducted a non-traditional housing study that incorporates a housing inventory, projections, and needs analysis—a more traditional housing market survey and analysis—along with an analysis of barriers to housing development. The study team also identified potential opportunities to mitigate or eliminate those barriers, and drafted a series of recommendations for policy or regulatory revisions and other programs or incentives to facilitate new development that meets the county's housing needs.

The study consisted of five phases. The first three phases involved demographic and market data collection and analysis. Phases 4 and 5 addressed barriers, challenges, opportunities, and recommendations.

#### 5. Smaller Lot Detached House

Within your community or rural area, what areas or locations do you think would be a good fit for a smaller lot detached house? (e.g. Northside, Westside, near schools, near a local shopping center).



#### **Detached Courtyard Housing**

This type of housing is a group of detached houses that are built closer together and located around a common open space, which could include a shared lawn, garden, or walking paths.



#### 6. Detached Courtyard Housing How much do you support detached courtyard housing?

| 5 |
|---|
|   |
|   |
|   |

7. Detached Courtyard Housing What do you like about this type of housing?

#### CLIENT

Winona County

#### **HIGHLIGHTS**

 Non-traditional housing study combining data collection and analysis with regulatory and planning tools analysis

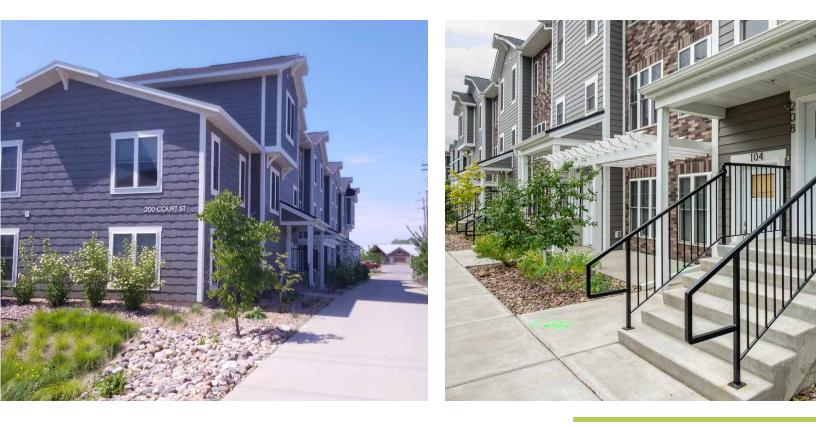
#### REFERENCE

Lew Overhaug, Planner Winona County 507-457-6336 loverhaug@co.winona.mn.us





## Housing Inventory & Assessment ONALASKA, WISCONSIN



In 2023 HKGi conducted a housing study to help the City understand the factors driving the types of housing construction currently trending upward in Onalaska. The study also evaluated whether the City's existing housing inventory is meeting the community's needs. The study will ultimately inform the City's current comprehensive planning process.

HKGi collected and analyzed a wide variety of community demographic data including household makeup, employment, income, and commuting patterns, along with an extensive variety of housing data. This data led to the identification of some key factors contributing to Onalaska's current housing climate:

- » Housing in Onalaska is more affordable than other cities but is still more expensive than many families can afford
- » New housing construction is primarily in the form of twinhomes, townhomes and apartments rather than single-family.
- » Aging population will continue to want and/or need alternatives to single family detached home ownership
- » Smaller households are more interested in non-single family detached options
- » Households without children are more open to a variety of housing options (only 25% of households had children in 2020)
- » Lack of land and/or challenging to develop land limits significant new development of single family detached housing.

#### **CLIENT** City of Onalaska

#### HIGHLIGHTS

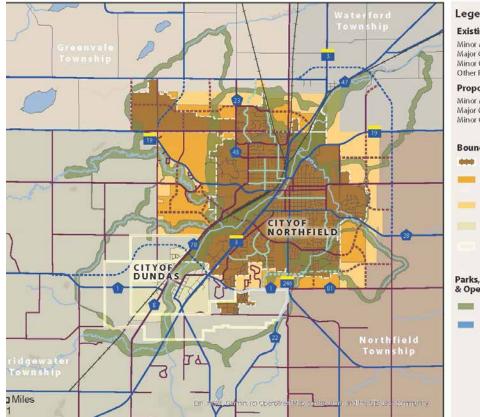
- Provides comprehensive summary of Onalaska's current housing context
- Identifies factors contributing to current housing trends

#### REFERENCE

Katie Aspenson, Planning Director City of Onalaska kaspenson@onalaskawi.gov 608-781-9590



## Housing and Growth Studies NORTHFIELD, MINNESOTA



#### Legend **Existing Roadways** Minor Arterial Major Collector Minor Collector Other Roads **Proposed Roadways** Minor Arterial Major Collector ----Minor Collector **Boundaries** City of Northfield Northfield Priority Growth Area Northfield Urban Expansion Area City of Dundas Dundas Urban **Expansion** Area Parks, Trails, & Open Space Natural Greenway Corridor Water

HKGi conducted two recent studies for the City of Northfield, Minnesota, one of which was a comprehensive housing study and needs analysis, while the other was a growth study. The comprehensive housing study and needs analysis is intended to help the City establish a full understanding of its housing needs. The study findings will be used to create strategies to grow and maintain Northfield's affordable housing options.

The study was informed by an earlier county-level housing analysis, and the final report included an inventory and analysis of Northfield's existing housing stock, its demographic trends, and future housing demand and supply projections. HKGi compared the community's existing housing types with current and projected population demographics in order to identify affordable housing gaps.

The growth study will assist the City with negotiations regarding regional growth and development issues. The study consisted of a review of existing planning guidance, the preparation of demographic and development forecasts, and an analysis of the City's ability to accommodate development potential within its existing boundaries. The study also included an analysis of transportation and infrastructure systems and potential environmental issues.

#### CLIENT

City of Northfield

#### HIGHLIGHTS

- Rice County housing study was used as a data source
- Housing study intended to assist City in implementation of one of its Comprehensive Plan goals
- Data collection and analysis effort to project future development, especially in the area of workforce housing types

#### REFERENCE

Ben Martig, City Administrator City of Northfield, MN 507-645-3009 Ben.Martig@ci.northfield.mn.us



## **Zoning Ordinance & Housing Audit** ST. LOUIS PARK, MINNESOTA



HKGi's work on the 2040 Comprehensive Plan Update for the City of St. Louis Park addressed several new initiatives and directions such as resiliency planning; addressing the need for affordable housing; and redevelopment of several key areas.

HKGi has subsequently assisted the City with implementation initiatives including developing zoning ordinances and regulatory tools related to housing, mixed use, and transit-supportive development in several focus areas in the city. This effort has included creating the City's first accessory dwelling unit (ADU) ordnance to encourage the creation of new and affordable housing types.

HKGi recently conducted more detailed zoning and housing audits to help City staff and leadership explore potential new ordinance approaches, understand current development contexts related to housing, and identify potential housingrelated strategies for further exploration. Findings from the audit indicate that the zoning code contains multiple barriers to the development of a range of housing types, is long and lacks flexibility, and will make it difficult to achieve the City's development goals. The audit team identified key recommendations to help the City address these regulatory issues.

#### CLIENT

City of St. Louis Park

#### HIGHLIGHTS

- Zoning and Housing Audits to aid in identifying community gaps/ needs
- Zoning revisions to allow auxiliary dwelling units (ADUs)
- Initiatives address topics such as housing, sustainability & connectivity

#### REFERENCE

Sean Walther, Planning Supervisor City of St. Louis Park 952-924-2574 swalther@stlouispark.org



## 2040 Community Comprehensive Plan **RED WING, MINNESOTA**

SPRING CREEK ROAD OVERVIEW

WHAT DO YOU THINK?

#### SPRING CREEK ROAD SITE CONCEPTS



The 2040 Community Plan for Red Wing addresses a variety of vital community development topics, with housing being one of the most critical according to both community leaders and stakeholders. Housing is addressed throughout the Plan in the Land Use, Economic Development, and Redevelopment chapters, but is also addressed in-depth in a dedicated Housing and Neighborhoods chapter.

This chapter aims to provide a more holistic snapshot of the housing situation in Red Wing and offers eleven detailed strategies that will help the City achieve its four Key Goals related to housing: 1. Increase quantity and types of affordable housing; 2. Foster programs that prevent homelessness; 3. Create a system for updating existing housing of all types; and 4. Increase new housing development of all types. The Housing chapter includes data used to compile a Housing Report Card (above right) and diagnose some of the higher-level challenges contributing to the city's current housing context.

As part of the planning process, HKGi's planners also created redevelopment plans for opportunity sites across the city. Many of these concepts would incorporate new housing development of all types into Red Wing's neighborhoods and will be critical pieces of the housing puzzle. They offer creative solutions for building new housing in a community whose development is constrained largely by its geographic setting.

#### **CLIENT**

City of Red Wing

#### **AWARDS**

2019 MN APA Award for Excellence in Engagement

#### HIGHLIGHTS

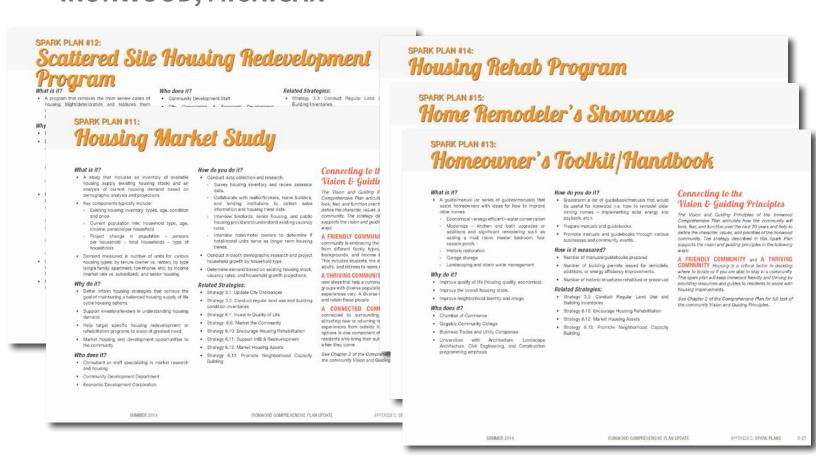
- Addresses affordable housing and growth within a geographically constrained community
- Land use and urban design policies address development complications due to blufflands and river frontage lands

#### REFERENCE

Michelle Liese, Community **Engagement Specialist** 651-385-3618 michelle.liese@ci.red-wing.mn.us



# Comprehensive Plan IRONWOOD, MICHIGAN



HKGi worked with City staff and community members to develop Ironwood's current, award-winning Comprehensive Plan, and the firm is in the early stages of updating the Plan in collaboration with staff and stakeholders.

The initial Comprehensive Plan addressed housing as part of the Land Use chapter's considerations and strategies and addressed housing more specifically in the Community Development chapter. The latter chapter includes several ideas and action steps for addressing housing needs, such as maintenance and upkeep of current housing stock, and encouraging redevelopment and infill development projects to create more and more diverse housing.

These ideas can provide a foundation for further consideration and development of housing strategies. In addition, HKGi's Comprehensive Plan update process will also provide new data reflective of the many economic and cultural changes that have occurred in Ironwood and the broader society since the initial Comprehensive Plan was developed. This new data will provide new insights that can inform the refinement of current housing strategies and programs and influence the creation of new housing strategies.

#### CLIENT

City of Ironwood

#### AWARDS

2015 MI APA Daniel Burnham Award for a Comprehensive Plan

#### **HIGHLIGHTS**

- Outlines 9 housing-specific strategies, actions, and programs
- Focus on redevelopment and infill development strategies and issues
- Economic development and land use strategies include items that impact and influence housing



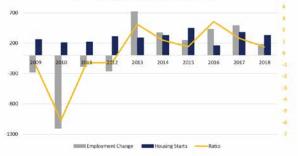
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## Workforce Housing Needs Assessment CROW WING COUNTY, MINNESOTA





Employment/Housing Start Ratios: 2009 - 2018





The Windward Group conducted this Workforce Housing Needs Assessment as part of a broader Housing Study for Crow Wing County in Minnesota's Lakes Region. Windward compiled a wide variety of housing, demographic, employment, and real estate market data for the study. Data collected included a benchmark comparison against other peer communities and areas within Minnesota.

This data provided the foundation for analysis of housing and market conditions in Crow Wing County and informed the study's 31 recommendations. These recommendations were categorized into Policies & Regulations; Programs & Incentives, and Types of Housing.

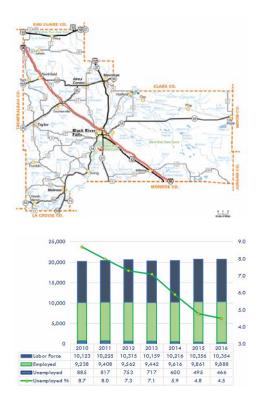
#### CLIENT

Crow Wing County and Redevelopment Resources (lead consultant)



# **Housing Needs Assessment**

BLACK RIVER FALLS, WISCONSIN



## HOUSING NEEDS ASSESSMENT BLACK RIVER FALLS, WI.



The Windward Group was commissioned to evaluate the existing housing market and provide recommendations and strategies to improve housing quality and affordability within Black River Falls. A former mill town, the economy has shifted to include more services as part of a strong downtown. Owner occupied and rental housing was evaluated at various price points. Typologies, locations, and pricing was investigated for suitability in the local market. Community surveys also informed the analysis and findings.

Recommendations included federal and state affordable housing programs, direction on types, level of finish, and unit counts at different price points.

**CLIENT** City of Black River Falls, WI



The Windward Group

# Housing Forward Midland MIDLAND, MICHIGAN



Housing Forward's work has supported projects like City Center Lofts. These homes, completed in 2024, brings 55 new units of workforce housing to a site in Midland that has sat vacant for 20 years.

After a 2018 study identified a significant deficit in affordable housing in Midland County, Michigan, "Housing Forward" was started by the Midland Business Alliance. Jenifer Acosta coordinates and consults as the local lead for Housing Forward Midland to help achieve positive housing outcomes in the county.

Her work recognizes the direct links between affordable, achievable housing, and the ability to attract talented employees and new businesses to the area.

In this role, Jenifer has been instrumental in bringing "missing middle" scale housing to the area, and connecting people in the county with the appropriate incentives and tools available through the State of Michigan and federally.



# The Times Lofts BAY CITY, MICHIGAN



Historic redevelopment of the former Bay City Times building in Downtown Bay City. Built in 1910, the vacant building was renovated and transformed into 31 loft apartments.

The project was completed in 2017 and the total cost was \$7.9 million.





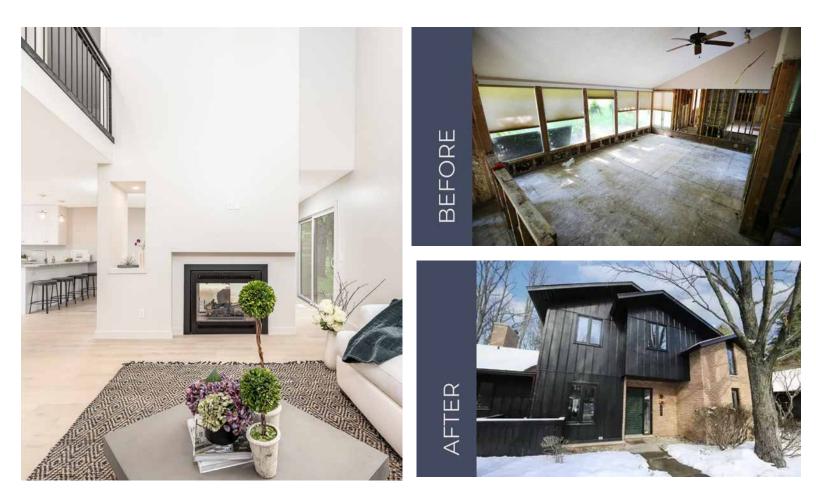


Historic redevelopment of a former bank building in Downtown Bay City. Built in 1890, the vacant building was renovated and transformed into 26 apartments, a restaurant, and two commercial suites.

The project was completed in 2019 and the total cost was \$12 million.



## Westwood MIDLAND, MICHIGAN



Renovation of the first condominium building in Midland, built in 1973. This project involved a two-phase gutting and remodeling of ten courtyard condominiums, creating refurbished "Missing Middle" housing units in Midland near Northwood University.

The project was completed in 2021 and the total cost was \$2 million.



e/Daycare

**Surface Parking** 

#### **CONCEPT #2**

Single Family Housing Lots Range from 60' x 100' - 115'

Sidewalks -• 5' Sidewalk Boulevard

12th SE

PROJECT BUDGET

**Enclosed Outdoor** Play Area

ter

**Circulation Drive** 

#### ilding for Daycare / Social Services

Detached Garage

**CONCEPT #4** 

Building Pad ⊢

Approximately

35'-40' x 60'

Stormwater Treatment

Underground Parking ⊢ 52 Spaces

Stormwater

Treatment

Private -Courtyard

**Redevelop Site with Single Family Housing (6 Units** 

Apartment

· 2 Story Build Underground

**New Street** 

Public or F

. 50' ROW of

Surface • 18 S • Buff Sto Tre

Walking Path

COMPREHENSIVE PLAN d Cottage Homes RED WING, MINNESOTA proximately 30' x 40' or 45' - 50'

h Cottage Homes (10 Units)

**Redevelop Site with Apartment Housing (36 Units)** 

# **COST PROPOSAL**

#### **FEE PROPOSAL**

The table below contains our proposed fee per task and deliverable as identified in the RFP and in our approach outlined earlier in this proposal. If selected to conduct this project, one of our first tasks will be to work with City staff to confirm or revise the approach as needed to ensure that this project meets the City's objectives and budgetary expectations.

|   | FEE      |
|---|----------|
| PREPARE ACTION PLAN                             | \$24,500 |
| DEVELOPERS GUIDEBOOK & WORKSHOPS                | \$21,500 |
| CONCEPTUAL HOUSING SITE PLANS                   | \$8,000  |
| PLAN PRODUCTION & APPROVALS                     | \$7,000  |
| PROJECT MANAGEMENT                              | \$4,000  |
| SUBTOTAL  | \$65,000 |
| EXPENSES (PRINTING, MILEAGE, PROJECT MATERIALS) | \$5,000  |
| NOT-TO-EXCEED TOTAL FEE & EXPENSES              | \$70,000 |



# STRATEGIC HOUSING PLAN

Ironwood, Michigan



Proposal for Planning Services April 5, 2024

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800 Washington Ave. N. Suite 103 Minneapolis, MN 55401 612-338-0800 www.hkgi.com

April 5, 2024 Thomas Bergman, Community Development Director City of Ironwood 213 Marquette Street Ironwood, Michigan 49938

Dear Tom and Members of the Selection Committee,

Thank you for the opportunity to submit a proposal for the City of Ironwood's Strategic Housing Plan. As you know from our work on the Comprehensive Plans and Downtown City Square, we love working in Ironwood and supporting the City as it grows towards its vision. That vision, based on opportunity, determination, and community, outlines why many choose to make Ironwood home.

When we worked on the Comprehensive Plan in 2014, the challenges facing Ironwood's housing stock were neglect and deflated prices that kept people from investing in their homes. Since then, the challenges have shifted to rapidly increasing prices that have outpaced people's incomes, and rising material and labor costs that have made new construction expensive. While these phenomena are not exclusive to Ironwood, the community has certainly felt the effects.

We understand that change is most likely to come from within the community. How can this plan and process inspire local investment and change? We want to inspire and empower the doers of Ironwood, who may need a nudge, guidance, and encouragement to improve the state of housing in the City:

- » The handyman who could grow into building new homes
- » The property owner who sees more opportunity in their land
- » The realtor who'd like to sell their own houses
- » The service provider who understands the value of stable housing
- » The family that would like to make Ironwood home

It's also clear that the City has a role to play in this. The plan needs to provide clear strategies and actions that staff and officials can use to reduce the barriers to entry for emerging developers and builders. These actions could have the effect of smoothing regulations, freeing up capital, or providing guidance and support through the development process.

For this proposal, we have assembled a team that is uniquely suited to provide Ironwood with an effective Strategic Housing Plan that will guide both the City and the development community to improve the state of housing:

#### Collaborate. Listen. Explore. Create.

- » HKGi is familiar with the City of Ironwood and is currently working on an update to the City's Comprehensive Plan. Both the Comprehensive Plan and the Strategic Housing Plan would benefit from coordination between the two projects. It would also offer the opportunity for improved efficiencies in project management and expenses, allowing more of the project budget to go towards plan deliverables. HKGi's housing plans are focused on solutions-based, actionable outcomes for communities, as seen in our recent work with the City of Grand Marais, MN on the shores of Lake Superior.
- » Jenifer Acosta, of **Acosta Real Estate and Development**, is a community developer who is passionate about helping communities realize their fullest potential and supporting emerging developers as they bring their visions to life. She's developed projects in the UP, including Marquette and Munising, as well as other Michigan communities like Bay City on Lake Huron. Jenifer has prepared action plans, guidebooks, and grants, provided consulting for communities, and is very knowledgeable about the tools and incentives available to Michigan communities. She also teaches for the Incremental Development Alliance, focusing on small scale development and missing middle housing.
- » Scott Meitus of **Windward Group** is a market researcher and developer in Minocqua, an hour south of Ironwood. In addition to extensive development experience, he's prepared many housing studies, with a focus on answering the "why" rather than simply reciting numbers. Scott serves on the housing committee in Minocqua as they are working to address many of the same shortages and cost issues affecting Ironwood.

Together, we believe that this team's experience, knowledge, skills, and passion for serving communities will bring tremendous value to this planning process and will produce deliverables that the community can use for years to come—not only the Plan, but also community workshops and useful guides.

Thank you again for the opportunity to propose on this plan to improve and add homes in Ironwood. Please reach out if there are any questions or clarifications you have about our proposal. As you know, Ironwood is a special community, and we want to support anyone that wants to make it home.

Sincerely,



Kevin Clarke HKGi Project Manager 503-926-4447 | kevin@hkgi.com



Bul Julip

Brad Scheib, AICP HKGi Principal in Charge 612-252-7122 | brad@hkgi.com

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# FIRM INTRODUCTION

SITE REDEVELOPMENT CONCEPT PLANNING ST. LOUIS PARK, MINNESOTA

# FIRM PROFILES

**HKGi** was established in 1982 to provide community-based planning and landscape architecture services to clients throughout the Upper Midwest. For more than forty years we have used a collaborative, community-based planning approach to help clients build great places for people to live, work, and play.

#### **HOUSING APPROACH**

HKGi brings broad-based community planning experience on projects such as comprehensive plans, redevelopment plans, zoning ordinance planning, and development application reviews. As a result, we can leverage our experience to help communities address their housing issues. Our housing analysis experience includes assembling housing inventories, identifying housing gaps, planning for future needs, establishing land use guidance related to housing, and evaluating zoning code barriers to housing development. HKGi also assists in identifying implementation strategies to help communities facilitate and foster development that meets the needs of its residents.

#### ROLE

Project management, engagement, regulatory review, strategic/action planning, and urban design.

The **Windward Group** is a real estate consulting and analytics company that provides critical financial and market analysis services to builder/developers, and investors in the multifamily real estate industry. Analytics is a multidimensional discipline that uses a mixture of mathematics, statistics, narrative, and predictive models to gain valuable knowledge from data. The insights are used to recommend action and guide decision making. Specific services provided by the Windward Group include cash-flow analysis and projections, due diligence services, asset management, market/feasibility analysis and competitive assessments.

#### ROLE

Housing, Demographic, and Market data collection and analysis. Action Planning and Developer's Guidebook support.

Acosta Real Estate & Development provides a variety of community development services in the areas of real estate development, community development consulting, and commercial real estate marketing. Since 2016 the company has driven over \$31 million in real estate development projects in the Great Lakes Bay region. Acosta's overarching mission is to revitalize communities. We do that by providing development services that result in renovated, redeveloped properties that bring new life to neighborhoods, or by providing consulting services that aid in identifying and implementing strategies to attract new investment and bring people together to build better places.

#### ROLE

Implementation and strategic planning, developer's guidebook leadership, and housing workshops and coaching leadership.



#### LOCATION

800 Washington Ave. N., #103 Minneapolis, MN 55401 www.hkgi.com 612-338-0800

#### STAFF

6 Certified Planners7 Licensed Landscape Architects7 Planners/Designers2 Marketing Communications



The Windward Group

LOCATION Minocqua, Wisconsin



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LOCATION Bay County, Michigan jen@jeniferacosta.com 305-505-8850 www.jeniferacosta.com/

# APPROACH& NORKPLAN

5th Street NW

**DOWNTOWN REVITALIZATION PLAN** OSSEO, MINNESOTA

# APPROACH

#### **HOUSING ACTION PLAN**

The Housing Action Plan is a strategic resource designed to facilitate public finance mechanisms, incentive programs, and actionable items for both City staff and stakeholders. It aims to foster community conversations, empower local leadership, and provide tools for policy change to promote inclusivity, fairness, and affordability in housing. Through collaborative efforts, this plan seeks to address Ironwood's housing challenges effectively.

The Housing Action Plan will be designed for use by City staff and members of the boards and commissions responsible for addressing housing issues. It will certainly contain information that will be valuable to a wider audience, but the document will serve as a guide for policy makers and implementers.

#### **EXISTING CONDITIONS/ISSUE IDENTIFICATION**

As part of the existing conditions, we are including an analysis of the existing housing market. It is our intent that this work will be targeted at understanding the issues affecting Ironwood today. Some market studies only provide a recitation of data in a report format that leaves a reader wondering "so what does that mean?" Rather, we are including this analysis as the basis for answering questions like:

- » Why is there limited development of new homes in Ironwood?
- » What has led to the rapid increase in home prices, and is this likely to continue?
- » How has the availability of affordable housing changed, and where have the impacts been the most challenging?
- » What kinds of gaps exist between rents/sale prices and the cost to create additional housing?

Ultimately, we want to better understand where the market is today, how it is impacting the housing stock, why it isn't addressing the housing issues, and what would be needed to achieve market-based solutions.

**Zoning:** We also understand that the City has recently implemented a new zoning code. We will provide an outside perspective and audit of the code to understand if there are regulatory considerations

that are causing issues and keeping more housing from being built. Our team includes planners who have written several development codes and been responsible for interpreting and applying them. Our team also includes developers who have had to navigate the process from the outside, looking in.

**Public Finance:** The City has used public finance to support housing development. We will provide a review of the tools the City has used, and analyze which are effective and which may not be as effective or may represent inefficient use of public resources.

**Engagement:** We will facilitate meetings with community stakeholders who understand the state of housing today. These could include the City representatives (Staff, Housing Commission, Planning Commission, etc.), realtors, developers, housing managers, builders, employers, and other community groups with an interest in housing. We will also incorporate general housing questions and a housing preference survey into outreach efforts with the Comprehensive Plan.

#### **CREATING AND FACILITATING CHANGE**

Previous work and work from the first phase of this project will inform the direction the action plan takes. As a policy document that empowers policy makers to take the steps necessary to address the housing issues in Ironwood, the document will adapt to include issues identified in the first phase of the plan. Topics covered in the action plan will likely include:

- » Addressing Existing Housing Stock
- » Changes to the Regulatory Environment
- » Approaches to Public Finance
- » Mechanisms for Developing and Preserving Affordable Housing
- » Identification and Guidance on Incentive Programs and other Tools to Facilitate Change
- » Impact and Policy of Short-Term Rentals

The Action Plan will also include "To-Do" lists for:

- » City Staff
- » Elected and Appointed officials on the applicable boards and commissions
- » Other Stakeholders

#### DEVELOPERS GUIDEBOOK AND WORKSHOPS

Our focus in this section of the plan will be to provide the development and real estate community in Ironwood with the tools needed to bring ideas into existence and improve housing in Ironwood. We propose to do this with a two-pronged approach:

#### **DEVELOPERS GUIDEBOOK**

The Developer's Guidebook will be a physical document that helps existing developers navigate the City's development process and guides new and emerging developers through the steps they need to take to get projects built. We understand that changes and improvements to the housing stock in Ironwood are likely to come from local and regional developers.

The Developer's Guidebook will not be able to answer every question or teach someone the ins and outs of every aspect of development. Rather the intent of this guidebook will be to outline the City's requirements, point people in the right direction, illuminate some potential pitfalls, connect aspiring developers with the right resources, and outline a logical process. A list of topics covered might include:

- » Go or No-Go Project Feasibility
- » The Development Process
- » Navigating City Regulations and Requirements
- » Assembling Financing
- » Site Selection and Securing the Site
- » Project Design
- » Construction
- » Selling or Holding/Managing

#### WORKSHOP SERIES AND COACHING

In addition to the Developer's Guidebook, we are proposing a series of workshops in Ironwood. Jenifer Acosta has extensive experience leading workshops for communities, emerging developers, and those in associated industries. These workshops are both inspirational and practical, encouraging interested people to pursue their vision and giving them tools to turn their vision into reality. These workshops will provide insights into municipal tools for addressing housing needs, offer guidance on updating municipal plans to support inclusive and affordable housing, and highlight available resources and incentives. Furthermore, the workshops will facilitate interactive discussions on transforming housing data into actionable strategies.

The workshops would be open to anyone in the community interested in housing and are likely to specifically attract individuals in construction, architecture/engineering, real estate, land use, finance/investment, or community and economic development. Materials developed for the workshops would be included with the Developer's Guidebook.

In addition to a three workshop series, our proposal includes 10 hours of coaching time for commission members and prospective developers, offered virtually as a follow up to elements discussed in the workshops. If desired, this could be further supplemented through the Michigan Neighborhood Grant. Ironwood is in Region A, which has a little over \$1 million available on a first come, first serve basis until July 1. The region's action plan includes strategy 2.1.C, highlighting technical assistance to help serve the housing ecosystem.

This workshop series would be a great opportunity for the community at any time, but we think they would be an outstanding supplement to the ongoing Comprehensive Planning process as we better understand the community's vision and ideas in action.

#### **CONCEPTUAL HOUSING SITE PLANS**

We will work with the City to identify one or two potential project sites and will develop two alternative sketch plans that explore different concepts for the site. Variables could include building orientation, density, and product mix. The sketch plans will address building footprints, location, massing, site circulation, and respond to site constraints. Working with the City, we will refine the concepts to a preferred option. We will provide a conceptual, rendered plan (top down view) supplemented with precedent imagery. We will work with the City to incorporate the site plans into a marketing brochure that can be used to explain the City's vision to potential developers and promote the sites for potential projects. The brochure will outline key ideas and statistics and will be meant to spark interest in the sites.

As an additional service, we have the capability to provide modeling and 3-D rendering of project ideas. These may be helpful in the marketing and visioning of the sites. We are happy to work with the City to develop an appropriate scope/fee for this service to meet the City's needs.

### PLAN PRODUCTION AND APPROVALS

As we develop the Action Plan elements, the Developer's Guidebook, and the Site Plans, we will be writing narrative for the plan document. Once drafted, we will assemble the narrative and graphic materials into a visually compelling, easy to navigate document. This document will be provided to staff for initial review and edits. We will incorporate those edits into the plan document and provide the document for review by the public and by commissions and boards.

HKGi will also develop a presentation slide deck about the plan, and we will provide the presentation to the City Commission. We will create the slide deck with the intent that the presentation can be given by staff to other commissions and boards as appropriate. However, HKGi can present the plan to boards or commissions if this presentation can be delivered at meetings in coordination with Comprehensive Plan meetings. Whenever possible, pairing presentations and approvals meetings with the Comprehensive Plan process will help minimize expenses and enable us to dedicate more of the project budget to deliverables.

Based on feedback from the public, City Commission, and other boards and commissions, we will refine the plan into a final draft for acceptance and approval by the City Commission.

### **PROJECT MANAGEMENT**

In addition to larger meetings, we anticipate monthly check in meetings with City staff focused on the logistics of accomplishing the plan. These meetings will be held primarily between HKGi and City staff, with other consultants brought in as needed depending on where we are in the project. There will also be ongoing internal coordination between the consultants.

### **EXPENSES**

HKGi will work to coordinate trips with the Comprehensive Planning process. Expenses include mileage, food, lodging, printing, and other miscellaneous costs associated with completing this project. Where feasible, we will work to utilize virtual options for some meetings and coordination.

### WORK PLAN OVERVIEW

The following work plan summary outlines the tasks and subtasks the HKGi team will conduct to produce the deliverable items identified above.

### Task 0: Project Management

- 0.1 Monthly Check In Meetings with Staff
- 0.2 Internal Team Check In Meetings
- 0.3 Project Coordination Tasks

### Task 1: Prepare Strategic Housing Action Plan

- 1.1 Market Research
- 1.2 Zoning Code Audit and Land Use/Land Availability Review
- 1.3 Review of City's TIF and Other Current Tools
- 1.4 Integrate Housing Questions into Comprehensive Plan Survey (see sample on page 22)
- 1.5 Stakeholder Questions and Discussions
- 1.6 Issues Report
- 1.7 Housing and The Community
- 1.8 Addressing Existing Housing Stock
- 1.9 Regulatory
- 1.10 Public Finance

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- 1.11 Identify Incentive Programs
- 1.12 Impact of Short Term Rentals
- 1.13 City Staff Action Items/To Do Lists
- 1.14 City Officials Action Items/To Do Lists
- 1.15 Other Stakeholders Action Items/To Do Lists
- 1.16 Engagement Summary Report

### Task 2: Developers Guidebook and Workshops + Coaching

- 2.1 Go or No Go Project Feasibility
- 2.2 Development Process
- 2.3 Navigating City Requirements
- 2.4 Assembling Financing
- 2.5 Finding and Securing your Site
- 2.6 Designing your project
- 2.7 Getting it constructed
- 2.8 Selling or Holding/Managing
- 2.9 Proforma "Lite" Project Evaluation Tool
- 2.10 Housing Workshop 1 June 2024
- 2.11 Housing Workshop 2 September 2024
- 2.12 Housing Workshop 3 December 2024
- 2.13 Coaching

### **Task 3: Develop Housing Site Plans**

- 3.1 Base Mapping
- 3.2 Develop 2 sketch plan alternatives for 1-2 sites
- 3.3 High level feasibility of sites
- 3.4 Refine sketch plan alternatives
- 3.5 Incorporate into action plan
- 3.6 Prepare marketing materials for 1-2 sites

### **Task 4: Plan Production**

- 4.1 Prepare Draft Plan 1
- 4.2 Incorporate Feedback and Prepare Draft Plan 2
- 4.3 Prepare Presentation for Boards and Commissions by staff and/or consultants
- 4.4 Presentations as applicable
- 4.5 Present to City Commission
- 4.6 Incorporate Feedback and Prepare Final Draft
- 4.7 Present to City Commission

### **COORDINATION WITH STAFF**

We anticipate working with Tom Bergman as the primary staff contact with the City of Ironwood. Where feasible, we will seek to coordinate this project with the ongoing Comprehensive Plan for efficiency.

We anticipate working with staff to coordinate presentations to appropriate commissions and boards. We expect to engage with a number of these bodies at the beginning of the process and at the end of the process. Members of these boards and commissions are also invited to the workshop events throughout the process. We anticipate staff providing officials with progress updates as appropriate.

### PUBLIC ENGAGEMENT & RELATIONSHIP TO THE COMPREHENSIVE PLAN

We understand that the Comprehensive Plan and the Housing Action Plan are two different projects, processes, and sets of deliverables. However, we believe that the two projects dovetail nicely. The information learned during the Comprehensive Plan process will impact the Housing Action Plan, and vice versa. We believe that coordination between the two projects will greatly benefit both final plans.

For example, integrating housing questions into surveys for the Comprehensive Plan will enrich the Comprehensive Plan's chapter and recommendations addressing housing, while at the same time providing critical information for the Housing Action Plan. Similarly, coordinating the September workshops scheduled for both projects will bring more voices and visions to the table and benefit both plans.

Combining engagement activities, especially those directed towards collecting input from the broader community, will help reduce "survey or meeting fatigue" within the community. We intend to conduct more highly targeted engagement activities specific to the Housing Action Plan, such as the Housing Workshops and stakeholder meetings mentioned on page 6 of this proposal. Details of those engagement activities would be discussed in collaboration with City staff early in this planning process.

# PROPOSED ABLEOSED CONTENTS

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**DOWNTOWN DEVELOPMENT VISION** VICTORIA, MINNESOTA This project is split into three distinct tasks with different purposes and audiences. We want to make sure that each is usable on its own, but also stand together as a document.

A proposed table of contents for each part would likely include:

### **HOUSING ACTION PLAN**

- » Addressing Existing Housing Stock
- » Changes to the Regulatory Environment
- » Approaches to Public Finance
- » Mechanisms for Developing and Preserving Affordable Housing
- » Identification and Guidance on Incentive Programs and other Tools to Facilitate Change
- » Impact and Policy of Short-Term Rentals

The Action Plan will also include "To-Do" lists for:

- » City Staff
- » Elected and Appointed officials on the applicable boards and commissions
- » Other Stakeholders

We will also provide an engagement summary report as an appendix to the plan.

### **DEVELOPER'S GUIDEBOOK**

- » Go or No-Go Project Feasibility
- » The Development Process
- » Navigating City Regulations and Requirements
- » Assembling Financing
- » Site Selection and Securing the Site
- » Project Design
- » Construction
- » Selling or Holding/Managing

We will also provide any printed, slides, or A/V materials completed as part of the workshop series

### **SITE PLANS**

Site plans will include graphically compelling, marketable materials that will include:

- » Project Description
- » Plan Graphics
- » Precedent Imagery
- » Potential Yield
- » Applicable Tools that could be used to support the project

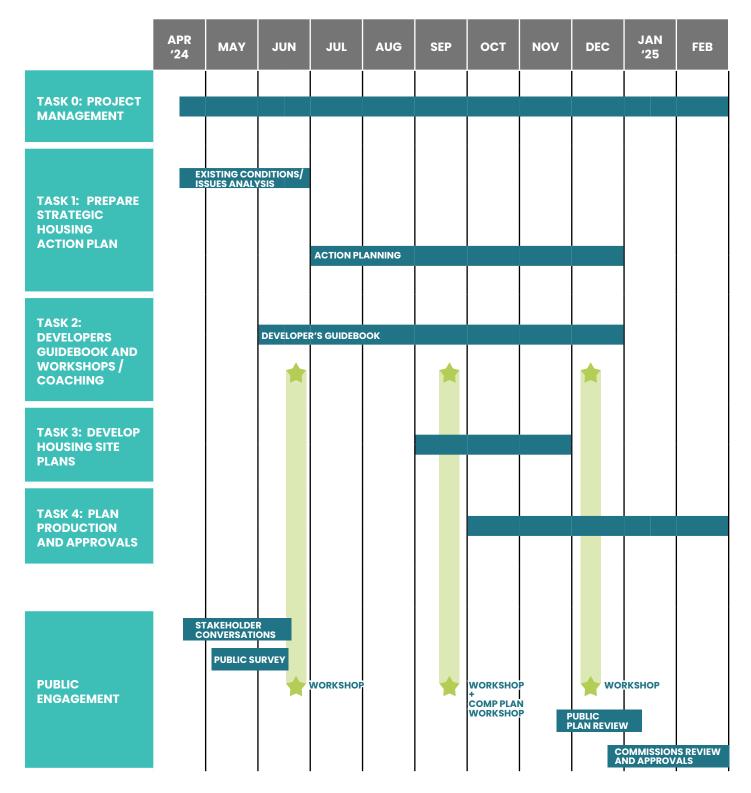
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**DOWNTOWN REDEVELOPMENT PLANNING AND ZONING ORDINANCE REVISIONS** ONALASKA, WISCONSIN

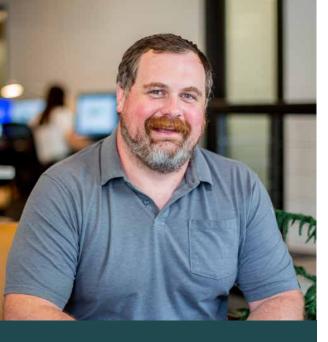
# **PROJECT TIMELINE**

The table below outlines our anticipated timeline for conducting the work plan presented earlier in this proposal. If the HKGi team is selected to conduct this project, one of our first tasks will be to confirm this schedule or modify it to best fit the City's needs and the needs of the project. We will also work with City staff to add detailed dates, as appropriate, for the milestones and engagement activities illustrated below.



# KEY PERSONNEL

**DOWNTOWN AND SITE REDEVELOPMENT PLANNING** CHASKA, MINNESOTA



### Years of Experience: 12

### Education

Master of Urban and Regional Planning, University of Minnesota

Master of Landscape Architecture, University of Minnesota

B.A., Economics. Saint John's University

### Awards

2017 MN APA Success Stories in Implementation Award - Downtown Master Plan and Streetscape Design -Chaska, MN

2015 MI APA Daniel Burnham Award for a Comprehensive Plan - Comprehensive Plan for the City of Ironwood

### Activities

Lamda Alpha International - Land Economics Society

Urban Land Institute (ULI)

## HKGi

# Kevin Clarke

Project Manager kevin@hkgi.com

### Introduction

Kevin will serve as the HKGi Project Manager for the Strategic Housing Plan. He will be the primary contact for the City and will coordinate the work of the multi-disciplinary team throughout the project.

Kevin is familiar with Ironwood through his work on the City's Comprehensive Plan and the Plan Update, currently underway. He also led the design of Downtown City Square and has travelled to Ironwood on family vacations for several years.

Kevin's professional background includes training and experience in data collection and analysis. This skill set has enabled him to conduct or contribute to a variety of projects requiring a solid foundation of data-based evidence, such as housing studies, needs assessments, and feasibility studies. Kevin also brings extensive experience conducting site redevelopment planning for communities throughout the Upper Midwest. His understanding of land use, urban design, and economic development principles make him a valuable leader for the exploration of potential site development concepts.

Kevin has also chaired the "Building A Foundation" class for the Urban Land Institute's Minnesota Chapter for many years. This class is a primer on the development process and provides new and aspiring developers with a basis for the different aspects of development.

### **Relevant Project Experience**

- Comprehensive Plan | Ironwood, MI
- Housing and Planning Study | Northfield, MN
- Housing Inventory and Assessment | Onalaska, WI
- 2040 Community Plan | Red Wing, MN
- Site Redevelopment Concepts | St. Francis, MN
- Pier D Small Area Plan | Duluth, MN
- City Square West Site Redevelopment Study | Chaska, MN
- Redevelopment Planning | Onalaska, WI
- Small Area Plan Studies | Bondurant, IA
- Small Area Planning | Inver Grove Heights, MN



### Jeff Miller AICP Lead Planner jmiller@hkgi.com

### Years of Experience: 24

### Education

Master of Planning, University of Minnesota

B.A., Economics, St. Olaf College, Northfield, MN

### Registration

American Institute of Certified Planners, Certification #025995

### Awards

2019 MN APA Excellence in Community Engagement Award - Red Wing 2040 Community Plan

2017 MN APA Success Stories in Implementation Award - Chaska Downtown Master Plan

2017 MN APA Context in Planning Award - Eliot School Site Reuse Study - St. Louis Park, MN

2014 MN APA Planning in Context Award - Chaska Downtown Signage Design Guidelines

# HKGi

### Introduction

Jeff will serve as the Lead Planner for this project. The Strategic Housing Plan for Ironwood will benefit from his experience leading and contributing to housing studies, comprehensive plan housing chapters, and redevelopment planning. His experience will provide the planning team and City staff with valuable insights into strategies that other communities have applied to help them achieve their housing goals.

Jeff has more than twenty four years of planning experience, and in addition to his recent work on housing studies, he has also led several zoning ordinance revision projects, many of which address barriers to housing development at the ordinance level. He is valued by clients for his listening and communication skills, his thoughtful approach, and for the outstanding client service he provides. Jeff leverages his problem solving and critical thinking skills to address stakeholder concerns and identify appropriate planning solutions.

### **Relevant Project Experience**

- Housing Study & Zoning Ordinance Revision | Grand Marais, MN
- Housing and Planning Study | Northfield, MN
- Housing Study | Winona County, MN
- Zoning Ordinance Revisions and Housing Audit | St. Louis Park, MN
- Unified Development Code Rewrite & Housing Study | Onalaska, WI
- Rental Housing Ordinance Litigation Research | Winona, MN
- Comprehensive Plan 2045 and Unified Development Code Rewrite | Winona, MN
- 2040 Community Plan Housing Plan | Red Wing, MN
- Redevelopment Planning | Fond du Lac Reservation, MN
- Development Code Update | Johnston, IA



### Years of Experience: 2

### Education

Bachelor of Arts, Geography and Environmental Studies - University of North Carolina-Chapel Hill

### Awards

McNally Award for Excellence in Geography

Douglas Eyre Award for Outstanding Leadership

### Activities

Volunteer Ambulance Driver - North Haven, Maine EMS



# Mia Colloredo-Mansfeld

Planner mia@hkgi.com

### Introduction

Mia will provide Planning and GIS services to this project. Mia is new to HKGi and has provided similar services on comprehensive plans and zoning projects. She comes to HKGi from North Haven, Maine, where she served for two years as the sole planner for the small island village.

In her work with the Town of North Haven, Mia led the Housing Working Group, oversaw data collection and analysis for their housing study, and co-authored their housing report. Her work included conducting a housing needs survey and interviews, analyzing census and market data to understand local conditions, and facilitating conversations between community members, state funding entities, and other stakeholders. Working with local housing groups, Mia also facilitated efforts to identify gaps and opportunities in the local housing landscape for collaboration between local government, housing organizations, and private landlords.

As the Town Planner she also created an ADU guide for private landlords; organized a housing resources community education event; identified funding sources to convert town properties into housing opportunities; and assisted the Planning Board with new zoning maps.

### **Relevant Project Experience**

- Zoning Code Update | Fridley, MN
- Zoning Ordinance Rewrite | Savage, MN
- General Planning Services | St. Francis, MN
- General Planning Services | Maplewood, MN
- General Planning Services | Greenfield, MN
- \*Community Vision Process Facilitation | North Haven, ME
- \*Housing Working Group Facilitation & Planning | North Haven, ME
- \*Economic Diversification & Resilience Planning | North Haven, ME
- \*GIS Database Collection and Organization | North Haven, ME

\*Projects completed for previous employer



### **Scott Meitus** Housing, Market, and Development Advisor

Scott Meitus has over thirty three years of relevant experience in the real estate industry. During his career, he has participated in virtually every aspect of the profession, including market analysis, acquisitions/dispositions, syndications, development, construction/renovation, property and asset management, and financial underwriting/ analysis. Real estate sectors include residential, office, retail, industrial and recreational/entertainment.

For the Ironwood Strategic Housing Plan, Scott will be providing housing, economic, and demographic data collection, research and analysis services. His findings will provide the data-based evidence the consulting team will need to develop strategies that respond to market and fiscal realities. This data will also provide City staff and decision-makers with evidence to support future housing implementation efforts. Scott also brings a wealth of development experience that will inform and support the action plan and developer's guidebook.

Since 1998, Scott has owned and operated his own real estate consulting company. Originally founded with a focus on investments in residential properties, syndications included sixteen apartment properties with a combined acquisition value of nearly \$50 million.

For the past 9 years, the firm's focus has shifted to providing sound market and feasibility analysis and forecasting. Scott has underwritten/analyzed over 4,000 individual project opportunities, and has completed over 500 formal market analyses for municipalities, real estate developers and investors in all sectors nationwide.

### **Education**

Scott is a 1988 graduate of the University of Wisconsin-Madison where he received his BBA in Real Estate and Urban Land Economics.

### Activities

Volunteer work includes the town of Minocqua ad hoc committee for housing, Rotary International where he is a past president of the local chapter, Junior Achievement, and several environmental organizations, including the Wisconsin Waterfowl Association, Ducks Unlimited, and the Tomahawk Lake Association.



The Windward Group

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### **Jenifer Acosta** Housing and Community Development Consultant & Developer

Jenifer Acosta is a solutions-minded community developer known for redeveloping historic buildings and extensive work driving revitalization. With a heart for saving underutilized relics, she bridges old and new, building dynamic communities that evoke a strong sense of place.

Since 2016, she has driven over \$31+ million in real estate development projects in the Great Lakes Bay Region, and catalyzed countless more as a result. Recent work has had her working in the UP on housing projects in Munising and Marquette Township.

Jenifer is the Lead Consultant for Housing Forward, Midland, an economic development housing initiative offering data-driven practical solutions to address attainable housing needs across the county. Through this, she offers hands-on technical assistance, coaching and advocacy, and leads communication efforts.

She believes that the best solutions are created by local people, with local resources, with local pride in mind, and she encourages investing in projects that hit a triple-bottomline of community connection, environmental impact and fiscal responsibility.

### **Education**

Jenifer earned a bachelor's degree in sociology from Southern Illinois University and a master's degree in international administration and sustainable development from the University of Miami. She also holds a graduate certificate in real estate development from New York University.

### Activities

- Regional Strategy Committee | MSHDA Region G Housing Stock Committee
- Long Term Disaster Recovery Group | Midland County
- Housing Forward | Midland, Michigan

### **Awards & Publications**

- The Legacy | 2022 Governor's Award for Historic Preservation
- The Time Lofts | Economic Development Award
- Good Samaritan Award | Midland Board of Realtors
- Author "Housing IS Economic Development" Guidebook for the Michigan Economic Development Association
- Faculty Member The Incremental Development Alliance





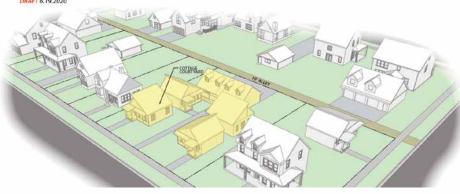
CITY SQUARE WEST SITE REDEVELOPMENT PLANNING CHASKA, MINNESOTA NOBTH PINE STREET

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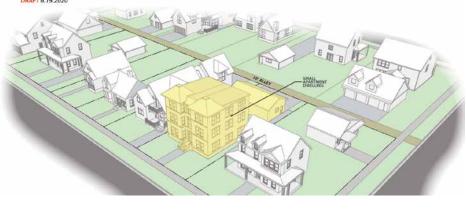
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# Housing Study & Zoning Revisions GRAND MARAIS, MINNESOTA

### HOUSING TYPES: COTTAGE COURTYARD







HKGi conducted a housing study to help the City of Grand Marais and its residents identify strategies to encourage a more diversified housing stock and led a subsequent zoning ordinance revision project to implement the study's findings and recommendations. For the study HKGi inventoried the City's current land use and housing regulations, researched housing best practices, and led two community workshops in which stakeholders shared ideas and concerns, brainstormed strategies, and established priorities for implementing the Housing Plan.

Following completion of the housing study, HKGi worked with the City to revise the Grand Marais zoning code to provide greater flexibility and more clear guidance for the development of new housing and a greater diversity of housing types to meet the city's unique seasonal and year-round housing needs.

Recommended zoning revisions include reduction in minimum lot sizes; allowance for ADU's and other housing types in residential areas currently restricted to single-family homes only; new lot and building standards for each new housing type; and illustrations to make the code more user friendly to a broad scope of stakeholders.



### CLIENT

City of Grand Marais

### **HIGHLIGHTS**

- Establishment of new standards to ensure new housing types fit existing neighborhoods
- Recommended zoning changes include reduction in minimum lot sizes; allowance for other housing types; new lot and building standards for new housing types

### REFERENCE

Mike Roth, City Administrator City of Grand Marais 218-387-1848 administrator@grandmarais.city



# Housing Study WINONA COUNTY, MINNESOTA





Recent housing types from the Winona County Housing Study (above) with a sample from a housing preference survey. The survey was valuable in identifying community preferences, but was also valuable in raising awareness about the variety of housing types potentially available to the community.

HKGi recently completed a housing study report for Winona County, Minnesota. The report will be used to inform strategic decision-making by the County to address future housing and economic development initiatives. The study will also provide a foundation for the 2024 Comprehensive Plan update.

The study team conducted a non-traditional housing study that incorporates a housing inventory, projections, and needs analysis—a more traditional housing market survey and analysis—along with an analysis of barriers to housing development. The study team also identified potential opportunities to mitigate or eliminate those barriers, and drafted a series of recommendations for policy or regulatory revisions and other programs or incentives to facilitate new development that meets the county's housing needs.

The study consisted of five phases. The first three phases involved demographic and market data collection and analysis. Phases 4 and 5 addressed barriers, challenges, opportunities, and recommendations.

### 5. Smaller Lot Detached House

Within your community or rural area, what areas or locations do you think would be a good fit for a smaller lot detached house? (e.g. Northside, Westside, near schools, near a local shopping center).



### **Detached Courtyard Housing**

This type of housing is a group of detached houses that are built closer together and located around a common open space, which could include a shared lawn, garden, or walking paths.



### 6. Detached Courtyard Housing How much do you support detached courtyard housing?

| 5 |
|---|
|   |
|   |

7. Detached Courtyard Housing What do you like about this type of housing?

### CLIENT

Winona County

### **HIGHLIGHTS**

 Non-traditional housing study combining data collection and analysis with regulatory and planning tools analysis

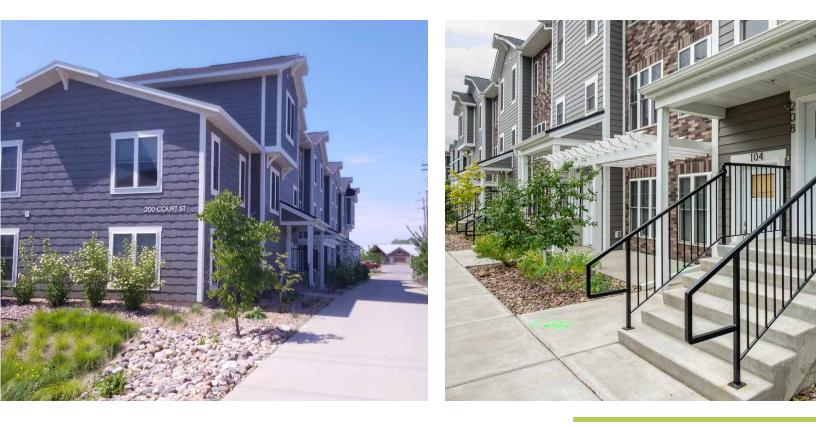
### REFERENCE

Lew Overhaug, Planner Winona County 507-457-6336 loverhaug@co.winona.mn.us





# Housing Inventory & Assessment ONALASKA, WISCONSIN



In 2023 HKGi conducted a housing study to help the City understand the factors driving the types of housing construction currently trending upward in Onalaska. The study also evaluated whether the City's existing housing inventory is meeting the community's needs. The study will ultimately inform the City's current comprehensive planning process.

HKGi collected and analyzed a wide variety of community demographic data including household makeup, employment, income, and commuting patterns, along with an extensive variety of housing data. This data led to the identification of some key factors contributing to Onalaska's current housing climate:

- » Housing in Onalaska is more affordable than other cities but is still more expensive than many families can afford
- » New housing construction is primarily in the form of twinhomes, townhomes and apartments rather than single-family.
- » Aging population will continue to want and/or need alternatives to single family detached home ownership
- » Smaller households are more interested in non-single family detached options
- » Households without children are more open to a variety of housing options (only 25% of households had children in 2020)
- » Lack of land and/or challenging to develop land limits significant new development of single family detached housing.

### **CLIENT** City of Onalaska

### HIGHLIGHTS

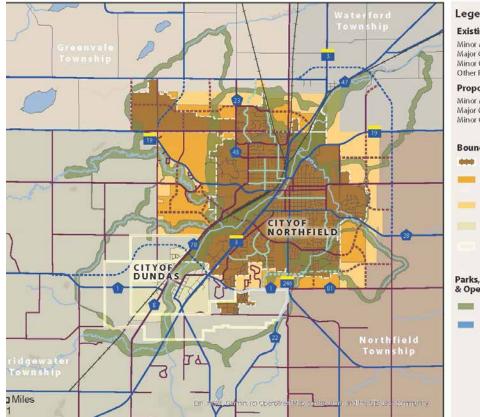
- Provides comprehensive summary of Onalaska's current housing context
- Identifies factors contributing to current housing trends

### REFERENCE

Katie Aspenson, Planning Director City of Onalaska kaspenson@onalaskawi.gov 608-781-9590



# Housing and Growth Studies NORTHFIELD, MINNESOTA



### Legend **Existing Roadways** Minor Arterial Major Collector Minor Collector Other Roads **Proposed Roadways** Minor Arterial Major Collector ----Minor Collector **Boundaries** City of Northfield Northfield Priority Growth Area Northfield Urban Expansion Area City of Dundas Dundas Urban **Expansion** Area Parks, Trails, & Open Space Natural Greenway Corridor Water

HKGi conducted two recent studies for the City of Northfield, Minnesota, one of which was a comprehensive housing study and needs analysis, while the other was a growth study. The comprehensive housing study and needs analysis is intended to help the City establish a full understanding of its housing needs. The study findings will be used to create strategies to grow and maintain Northfield's affordable housing options.

The study was informed by an earlier county-level housing analysis, and the final report included an inventory and analysis of Northfield's existing housing stock, its demographic trends, and future housing demand and supply projections. HKGi compared the community's existing housing types with current and projected population demographics in order to identify affordable housing gaps.

The growth study will assist the City with negotiations regarding regional growth and development issues. The study consisted of a review of existing planning guidance, the preparation of demographic and development forecasts, and an analysis of the City's ability to accommodate development potential within its existing boundaries. The study also included an analysis of transportation and infrastructure systems and potential environmental issues.

### CLIENT

City of Northfield

### HIGHLIGHTS

- Rice County housing study was used as a data source
- Housing study intended to assist City in implementation of one of its Comprehensive Plan goals
- Data collection and analysis effort to project future development, especially in the area of workforce housing types

### REFERENCE

Ben Martig, City Administrator City of Northfield, MN 507-645-3009 Ben.Martig@ci.northfield.mn.us



# **Zoning Ordinance & Housing Audit** ST. LOUIS PARK, MINNESOTA



HKGi's work on the 2040 Comprehensive Plan Update for the City of St. Louis Park addressed several new initiatives and directions such as resiliency planning; addressing the need for affordable housing; and redevelopment of several key areas.

HKGi has subsequently assisted the City with implementation initiatives including developing zoning ordinances and regulatory tools related to housing, mixed use, and transit-supportive development in several focus areas in the city. This effort has included creating the City's first accessory dwelling unit (ADU) ordnance to encourage the creation of new and affordable housing types.

HKGi recently conducted more detailed zoning and housing audits to help City staff and leadership explore potential new ordinance approaches, understand current development contexts related to housing, and identify potential housingrelated strategies for further exploration. Findings from the audit indicate that the zoning code contains multiple barriers to the development of a range of housing types, is long and lacks flexibility, and will make it difficult to achieve the City's development goals. The audit team identified key recommendations to help the City address these regulatory issues.

### CLIENT

City of St. Louis Park

### HIGHLIGHTS

- Zoning and Housing Audits to aid in identifying community gaps/ needs
- Zoning revisions to allow auxiliary dwelling units (ADUs)
- Initiatives address topics such as housing, sustainability & connectivity

### REFERENCE

Sean Walther, Planning Supervisor City of St. Louis Park 952-924-2574 swalther@stlouispark.org



# 2040 Community Comprehensive Plan **RED WING, MINNESOTA**

SPRING CREEK ROAD OVERVIEW

WHAT DO YOU THINK?

### SPRING CREEK ROAD SITE CONCEPTS



The 2040 Community Plan for Red Wing addresses a variety of vital community development topics, with housing being one of the most critical according to both community leaders and stakeholders. Housing is addressed throughout the Plan in the Land Use, Economic Development, and Redevelopment chapters, but is also addressed in-depth in a dedicated Housing and Neighborhoods chapter.

This chapter aims to provide a more holistic snapshot of the housing situation in Red Wing and offers eleven detailed strategies that will help the City achieve its four Key Goals related to housing: 1. Increase quantity and types of affordable housing; 2. Foster programs that prevent homelessness; 3. Create a system for updating existing housing of all types; and 4. Increase new housing development of all types. The Housing chapter includes data used to compile a Housing Report Card (above right) and diagnose some of the higher-level challenges contributing to the city's current housing context.

As part of the planning process, HKGi's planners also created redevelopment plans for opportunity sites across the city. Many of these concepts would incorporate new housing development of all types into Red Wing's neighborhoods and will be critical pieces of the housing puzzle. They offer creative solutions for building new housing in a community whose development is constrained largely by its geographic setting.

### **CLIENT**

City of Red Wing

### **AWARDS**

2019 MN APA Award for Excellence in Engagement

### HIGHLIGHTS

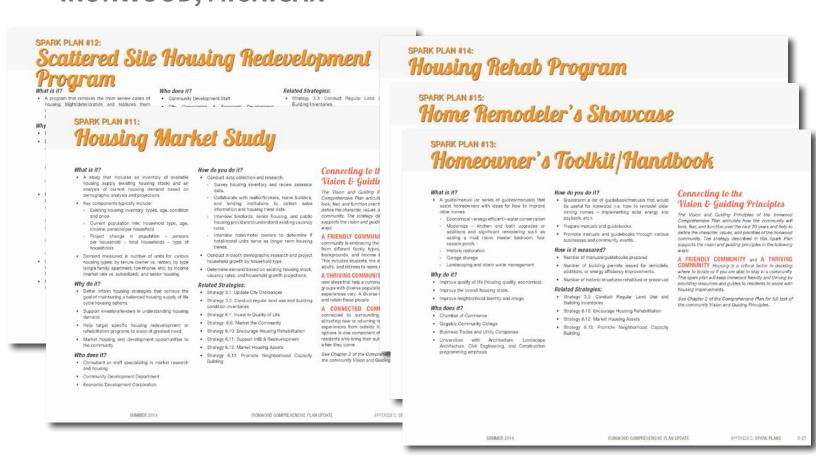
- Addresses affordable housing and growth within a geographically constrained community
- Land use and urban design policies address development complications due to blufflands and river frontage lands

### REFERENCE

Michelle Liese, Community **Engagement Specialist** 651-385-3618 michelle.liese@ci.red-wing.mn.us



# Comprehensive Plan IRONWOOD, MICHIGAN



HKGi worked with City staff and community members to develop Ironwood's current, award-winning Comprehensive Plan, and the firm is in the early stages of updating the Plan in collaboration with staff and stakeholders.

The initial Comprehensive Plan addressed housing as part of the Land Use chapter's considerations and strategies and addressed housing more specifically in the Community Development chapter. The latter chapter includes several ideas and action steps for addressing housing needs, such as maintenance and upkeep of current housing stock, and encouraging redevelopment and infill development projects to create more and more diverse housing.

These ideas can provide a foundation for further consideration and development of housing strategies. In addition, HKGi's Comprehensive Plan update process will also provide new data reflective of the many economic and cultural changes that have occurred in Ironwood and the broader society since the initial Comprehensive Plan was developed. This new data will provide new insights that can inform the refinement of current housing strategies and programs and influence the creation of new housing strategies.

### CLIENT

City of Ironwood

### AWARDS

2015 MI APA Daniel Burnham Award for a Comprehensive Plan

### **HIGHLIGHTS**

- Outlines 9 housing-specific strategies, actions, and programs
- Focus on redevelopment and infill development strategies and issues
- Economic development and land use strategies include items that impact and influence housing



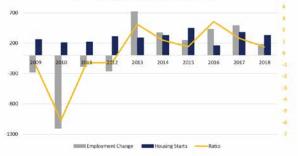
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# Workforce Housing Needs Assessment CROW WING COUNTY, MINNESOTA





Employment/Housing Start Ratios: 2009 - 2018





The Windward Group conducted this Workforce Housing Needs Assessment as part of a broader Housing Study for Crow Wing County in Minnesota's Lakes Region. Windward compiled a wide variety of housing, demographic, employment, and real estate market data for the study. Data collected included a benchmark comparison against other peer communities and areas within Minnesota.

This data provided the foundation for analysis of housing and market conditions in Crow Wing County and informed the study's 31 recommendations. These recommendations were categorized into Policies & Regulations; Programs & Incentives, and Types of Housing.

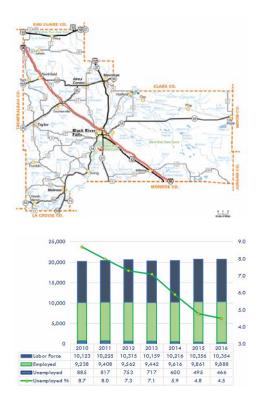
### CLIENT

Crow Wing County and Redevelopment Resources (lead consultant)



# **Housing Needs Assessment**

BLACK RIVER FALLS, WISCONSIN



# HOUSING NEEDS ASSESSMENT BLACK RIVER FALLS, WI.



The Windward Group was commissioned to evaluate the existing housing market and provide recommendations and strategies to improve housing quality and affordability within Black River Falls. A former mill town, the economy has shifted to include more services as part of a strong downtown. Owner occupied and rental housing was evaluated at various price points. Typologies, locations, and pricing was investigated for suitability in the local market. Community surveys also informed the analysis and findings.

Recommendations included federal and state affordable housing programs, direction on types, level of finish, and unit counts at different price points.

**CLIENT** City of Black River Falls, WI



The Windward Group

# Housing Forward Midland MIDLAND, MICHIGAN



Housing Forward's work has supported projects like City Center Lofts. These homes, completed in 2024, brings 55 new units of workforce housing to a site in Midland that has sat vacant for 20 years.

After a 2018 study identified a significant deficit in affordable housing in Midland County, Michigan, "Housing Forward" was started by the Midland Business Alliance. Jenifer Acosta coordinates and consults as the local lead for Housing Forward Midland to help achieve positive housing outcomes in the county.

Her work recognizes the direct links between affordable, achievable housing, and the ability to attract talented employees and new businesses to the area.

In this role, Jenifer has been instrumental in bringing "missing middle" scale housing to the area, and connecting people in the county with the appropriate incentives and tools available through the State of Michigan and federally.



# The Times Lofts BAY CITY, MICHIGAN



Historic redevelopment of the former Bay City Times building in Downtown Bay City. Built in 1910, the vacant building was renovated and transformed into 31 loft apartments.

The project was completed in 2017 and the total cost was \$7.9 million.





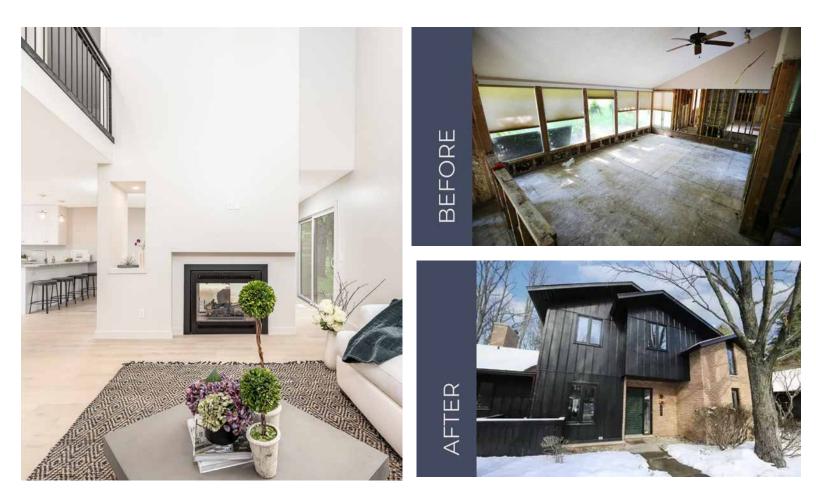


Historic redevelopment of a former bank building in Downtown Bay City. Built in 1890, the vacant building was renovated and transformed into 26 apartments, a restaurant, and two commercial suites.

The project was completed in 2019 and the total cost was \$12 million.



# Westwood MIDLAND, MICHIGAN



Renovation of the first condominium building in Midland, built in 1973. This project involved a two-phase gutting and remodeling of ten courtyard condominiums, creating refurbished "Missing Middle" housing units in Midland near Northwood University.

The project was completed in 2021 and the total cost was \$2 million.



e/Daycare

**Surface Parking** 

### **CONCEPT #2**

Single Family Housing Lots Range from 60' x 100' - 115'

Sidewalks -• 5' Sidewalk Boulevard

12th SE

PROJECT BUDGET

**Enclosed Outdoor** Play Area

ter

**Circulation Drive** 

### ilding for Daycare / Social Services

Detached Garage

**CONCEPT #4** 

Building Pad ⊢

Approximately

35'-40' x 60'

Stormwater Treatment

Underground Parking ⊢ 52 Spaces

Stormwater

Treatment

Private -Courtyard

**Redevelop Site with Single Family Housing (6 Units** 

Apartment

· 2 Story Build Underground

**New Street** 

Public or F

. 50' ROW of

Surface • 18 S • Buff Sto Tre

Walking Path

COMPREHENSIVE PLAN d Cottage Homes RED WING, MINNESOTA proximately 30' x 40' or 45' - 50'

h Cottage Homes (10 Units)

**Redevelop Site with Apartment Housing (36 Units)** 

# **COST PROPOSAL**

### **FEE PROPOSAL**

The table below contains our proposed fee per task and deliverable as identified in the RFP and in our approach outlined earlier in this proposal. If selected to conduct this project, one of our first tasks will be to work with City staff to confirm or revise the approach as needed to ensure that this project meets the City's objectives and budgetary expectations.

|   | FEE      |
|---|----------|
| PREPARE ACTION PLAN                             | \$24,500 |
| DEVELOPERS GUIDEBOOK & WORKSHOPS                | \$21,500 |
| CONCEPTUAL HOUSING SITE PLANS                   | \$8,000  |
| PLAN PRODUCTION & APPROVALS                     | \$7,000  |
| PROJECT MANAGEMENT                              | \$4,000  |
| SUBTOTAL  | \$65,000 |
| EXPENSES (PRINTING, MILEAGE, PROJECT MATERIALS) | \$5,000  |
| NOT-TO-EXCEED TOTAL FEE & EXPENSES              | \$70,000 |



### MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

| Member:                      | City of Ironwood               | Proposal No: Q000014546     |
|------------------------------|--------------------------------|-----------------------------|
| Date of Original Membership: | July 1, 1996                   |                             |
| Proposal Effective Dates:    | July 01, 2024 To July 01, 2025 |                             |
| Member Representative:       | Paul Anderson                  | Telephone #: (906) 932-5050 |
| Regional Risk Manager:       | U.P. Insurance Agency, Inc.    | Telephone #: (906) 475-5400 |

### A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Ironwood** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Ironwood** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**City of Ironwood** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

### B. Member Obligation - Deductibles and Self Insured Retentions

**City of Ironwood** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Ironwood's** SIR and deductibles are as follows:

### Table I

### Member Deductibles and Self Insured Retentions

| COVERAGE                  | DEDUCTIBLE             | SELF INSURED<br>RETENTION |
|---------------------------|------------------------|---------------------------|
| Liability                 | N/A                    | State Pool Member         |
| Vehicle Physical Damage   | \$250 Per Vehicle      | State Pool Member         |
| Fire/EMS Replacement Cost | \$1,000 Per Occurrence | N/A                       |
| Property and Crime        | \$1,000 Per Occurrence | N/A                       |
| Sewage System Overflow    | \$0 Per Occurrence     | N/A                       |

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **City of Ironwood** is afforded all coverages provided by MMRMA, except as listed below:

- 1. Specialized Emergency Response Expense Recovery Coverage
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**City of Ironwood** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

### **D.** Contribution for MMRMA Participation

**City of Ironwood** 

Period: July 01, 2024 To July 01, 2025

Coverages per Member Coverage Overview:

TOTAL ANNUAL CONTRIBUTIONS:

### E. List of Addenda

1. Manuscript Addendum w/o signature

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

**City of Ironwood** 

7/1/24 To 7/1/25

Proposal No: Q000014546

MMRMA

DocuSigned by: St 6249CB0331E4405

**MMRMA** Representative

2023-2024 Cost Estimate was \$170,903

5/14/2024 | 6:18 PM EDT

Date

Member Representative

Date

\$176,951

\$176,951



| Rural | Deve | lopment    |
|-------|------|------------|
|       | 2010 | 10 pillont |

May 15, 2024

Gladstone Office<br/>2003 MinneapolisMrs. Kim Corcoran, MayorGladstone, MI 49837City of IronwoodVoice: 906.428.1060<br/>Fax: 855.647.0826Ironwood, MI 49838

Sault Ste Marie Office 2847 Ashmun Sault Ste. Marie, MI 49783 SUBJECT: Letter of Conditions Project Name: Sewer Improvements Phase 5 CFDA NUMBER – 10.760

 Voice: 906.632.9611
 Agency Loan:
 \$1,540,000 (Poverty Interest Rate)

 Fax:
 855.663.1383
 Agency Grant:
 \$3,348,000

Community Programs email: rd-up@usda.gov

Dear Mrs. Corcoran:

Housing Programs email: rd.mi.sfh.up@usda.gov

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and/or grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$1,540,000 and/or a grant not to exceed \$3,348,000. The loan and/or grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

The Agency reserves the right to withdraw Agency funding if you do not meet the conditions of this letter.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within [5] days:

Form RD 1942-46, "Letter of Intent to Meet Conditions" Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at: Water and Environmental Programs | Rural Development (usda.gov)

The conditions are as follows:

### **SECTION I - PROJECT SCOPE**

1. Project Description – Funds will be used to replace the existing vitrified clay pipe sewer mains with PVC, and the brick sewer manholes will be replaced with precast manhole structures. These improvements will decrease the excessively high amount of infiltration and inflow entering the sewer collection system which contributed to discharge violations, and the maintenance cost on repairs for the aging infrastructure will greatly improve for the community.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by Coleman Engineering dated/amended 2/29/2024, as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

| Agency Loan -  | \$ 1,540,000 |
|----------------|--------------|
| Agency Grant - | \$ 3,348,000 |

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the

commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

| Project Costs:  | Total Budgeted:   |
|---|---|
| Administration, Legal Fees<br>Development<br>Contingency<br>Engineering Fees<br>Includes:<br>Design \$372,000<br>Resident Project Repres<br>Additional Services \$0 | \$ 51,000<br>\$ 3,784,000<br>\$ 376,000<br>\$ 677,000<br>entation \$305,000 |
|   |   |

TOTAL \$4,888,000

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan and/or grant funds not needed to complete the proposed project will be deobligated. Any reduction will be applied to Agency grant funds first. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the milestones identified below. You must notify the Agency in writing at least 30 days prior to the referenced date if, for any reason, one or more of the milestones cannot be met. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. A written confirmation will be issued if the Agency agrees to the modification. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

| Milestone                                   | Date      |
|---|-----------|
| Obligation Letter of Conditions             | May 2024  |
| Plans & Specifications, and Design Complete | July 2024 |

Initial Advertisement for Bids Loan Closing Substantial Completion/Final August 2024 October 2024 November 2025

### SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning six months from the bond closing date. For planning purposes, use a 2.125% interest which provides for an annual payment of \$57,550. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a Revenue bond with first lien position in the amount of \$1,540,000. The bond will be fully registered as to both principal and interest in the name of the "United States of America, Acting through the United States Department of Agriculture." Bond Counsel will be utilized in preparation of these documents.

The bond/security instrument and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution (Public Bodies) and/or RUS Bulletin 1780-12, "Water and Waste System Grant Agreement". A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing.

The Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of

assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

Debt Service Reserve – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. For planning purposes, 10% of the proposed loan installment would equal \$480 per month; this amount should be deposited monthly until a total of \$57,600 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.

Short-Lived Asset Reserve – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the PER, there is no additional RRI required with this project; but you must continue to deposit at least \$8,000 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

## SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal. Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who
  - 1. Is in a position to handle federal funds;
  - 2. Is in a position to influence or control the use of those funds; or,
  - 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

10. Environmental Requirements – At the conclusion of the proposal's environmental review process, specific action(s) were not determined necessary to avoid or minimize adverse environmental impacts.

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. Contract Documents, Final Plans, and Specifications- All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

The plans and specifications and all proposals required by law must be approved by EGLE.

In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

13. Build America, Buy America (BABAA) Requirements- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United

States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABAA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

14. Legal Services –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

15. Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

**a. Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.

**b.** Form RD 442-20, "Right-of-Way Easement" – This form, or similar format, may be used to obtain any necessary easements for the proposed project. Form RD 442-21, "Right-of-Way Certificate" – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.

**c.** Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

**d. Preliminary Title Work (Title Opinion)** – When applicable, your attorney or title company will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

**e. Title Work (Title Insurance when a security interest is not taken in the real estate)** – When applicable, your attorney or title company will secure an Owners' Title Insurance policy on all real estate to be acquired in connection with this project. This policy should be in an amount equal to the market value of the property as improved.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

16. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

Conflict of Interest Policy – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Contracts for Other Services/Lease Agreement – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Other agreements with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

17. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

18. System Users – This letter of conditions is based upon your indication at application that there will be at least 2,352 residential users, 288 non-residential users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

19. Construction Account – A separate construction account is required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.

20. Interim Financing – The Agency's policy is to utilize interim financing for all loans exceeding \$500,000, when applicable. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender's rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable.

21. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

22. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

23. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include

plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

24. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

## SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

25. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$120,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts.

26. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns.

Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

b. Excess Funds - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

27. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

28. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

29. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

30. Insurance and Bonding Requirements - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment

of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- General Liability Insurance Include vehicular coverage.
- Workers' Compensation In accordance with appropriate State laws.
- Guaranty or Fidelity Insurance–Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans (the increased amount of \$57,600 will need to be added to the fidelity bond coverage currently in place). The coverage may be increased during construction based on the anticipated monthly advances.
- National Flood Insurance If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.
- Real Property Insurance Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as "Other Insured" so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

31. Initial Civil Rights Compliance Review – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

## SECTION V – REQUIREMENTS PRIOR TO CLOSING

32. Multiple Advance. Multiple advances of Agency funds will be used. Loan closing will occur prior to when the funds are needed. All items detailed in the sections above, as well as the applicable items listed in this section, must be completed prior to closing.

33. Electronic Payments – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

34. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

a. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

- b. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. Certified Operator. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

## SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

35. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

36. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

37. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

38. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the [one-year] warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

39. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

40. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

41. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source.

The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.

- b. Any reductions in the Agency funding will be first applied to the grant funds.
- c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within [xx] days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- e. Loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

42. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

43. Reporting Requirements Related to Expenditure of Funds -- An annual audit under 2 CFR 200 is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

## SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

44. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

45. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

a. Audits – An audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

- b. Financial Statements If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c. Quarterly Reports Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of

each quarter's end. The Agency will notify you in writing when quarterly reports are no longer required.

46. Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, "Statement of Budget, Income and Equity," or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

47. Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

48. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

49. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 33 of this letter.

50. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

51. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

52. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. Section 504 of the Rehabilitation Act of 1973 – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States

shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

- b. Civil Rights Act of 1964 All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. The Americans with Disabilities Act (ADA) of 1990 This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. Age Discrimination Act of 1975 This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. Limited English Proficiency (LEP) under Executive Order 13166 LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."
- f. Controlled Substances Act Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

53. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act

(ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project and if you have any questions please contact Crystal O'Neal, Area Specialist, at 906-825-3017 or by e-mail at <u>crystal.oneal@usda.gov</u>.

Sincerely,

en

Donald J. Gérrie Area Director

Attachments

 cc: RD State Office, Community Programs Director Attorney, Tim Dean (Dean Law Office) Bond Counsel, Steven Frank (Miller Canfield) Engineer, Jeff Sjoquist (Coleman Engineering)

| INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )<br>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI. |   |   |                                  |  |  |  |
|--|---|---|----------------------------------|--|--|--|
|  |   |   |                                  |  |  |  |
| 1. CASE NUMBER   | LOA                                       | LOAN NUMBER   |                                  | FISCAL YEAR  |  |  |
| ST CO BORROWER ID  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
| 2. BORROWER NAME   | 3. N                                      | 3. NUMBER NAME FIELDS   |                                  |  |  |  |
|  |   | (1, 2, or 3 from Ite  | m 2)                             |  |  |  |
|  | 4. S                                      | 4. STATE NAME   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   | 5. COUNTY NAME  |                                  |  |  |  |
|  | GENERAL BORROWE                           | R/LOAN INFOR  | MATION                           |  |  |  |
| 6. RACE/ETHNIC 7. TYPE OF APPLICA  |   | 8. COLLATERAL CODE 9. EMPLOYEE  |                                  |  |  |  |
|  | - ORG. OF FARMERS<br>- NONPROFIT-SECULAR  | 1- REAL ESTATE 4 - MACHINERY ONLY<br>SECURED 5 - LIVESTOCK ONLY         |                                  |  |  |  |
| 1 - WHITE 4 - HISPANIC 3 - CORPORATION 9-  | - NONPROFIT-FAITH BASED<br>- INDIAN TRIBE | 2-REAL ESTATE<br>AND CHATTEL  | 6 - CROPS ONLY<br>7 - SECURED BY | 2 - MEMBER OF FAMILY                                     |  |  |
| 2 AVAN 5 - ASSOC OF 10-  | -PUBLIC COLLEGE/UNIVERSITY<br>-OTHER      | 3 - NOTE ONLY OF  |                                  | 3 - CLOSE RELATIVE<br>4 - ASSOC.                         |  |  |
| 1 - MALE 5 - ORGAN FEMALE OWNED 1 - M  | AITAL STATUS                              | UDES 1-YES  | RAN CODE                         | 13. CREDIT REPORT  |  |  |
| 14. DIRECT PAYMENT 15. TYPE OF I   | PAYMENT 16.                               | FEE INSPECTION  | ON                               |  |  |  |
|  | 3 - SEMI-ANNUALLY<br>4 - QUARTERLY        | 1 -YES<br>2 - NO  |                                  |  |  |  |
| 17. COMMUNITY SIZE   | 18.                                       | USE OF FUND   | S CODE                           |  |  |  |
| 1 - 10 000 OR LESS (FOR SFH AND<br>2 - OVER 10,000 HPG ONLY)   |   | (See FMI)   |                                  |  |  |  |
| ·  | COMPLETE FOR OB                           | LIGATION OF I   | UNDS                             |  |  |  |
| 19. TYPE OF 20. PURPOSE  | CODE 21.                                  | SOURCE OF F   | UNDS                             | 22. TYPE OF ACTION                                       |  |  |
| ASSISTANCE   |   |   |                                  | 1 -OBLIGATION ONLY<br>2 - OBLIGATION/CHECK REQUEST       |  |  |
| (See FMI)  |   |   |                                  | 3 - CORRECTION OF OBLIGATION                             |  |  |
| 23. TYPE OF SUBMISSION 24. AMOUNT OF LOAN  |   |   | 25. AMOUN                        | T OF GRANT   |  |  |
| 1 - INITIAL<br>2 -SUBSEQUENT   |   |   |                                  |  |  |  |
|  | DATE OF                                   | 28. INTEREST RATE   |                                  | 29. REPAYMENT TERMS                                      |  |  |
| IMMEDIATE ADVANCE  | APPROVAL                                  |   |                                  |  |  |  |
| MO   | DAY YR                                    |   | 0/                               |  |  |  |
|  |   |   | %                                |  |  |  |
|  | JNITY PROGRAM AND                         | CERTAIN MUL   | TIPLE-FAM                        | ILY HOUSING LOANS  |  |  |
| 30. PROFIT TYPE<br>2 - LIMITED PROFIT<br>1 - FULL PROFIT 3 - NONPROFIT   |   |   |                                  |  |  |  |
| COMPLETE FOR EM LOANS ONLY   |   | COMPLETE FOR CREDIT SALE-ASSUMPTION                                     |                                  |  |  |  |
| 31. DISASTER DESIGNATION NUMBER  |   | 32. TYPE OF SALE<br>2 - ASSUMPTION ONLY 4 -ASSUMPTION WITH              |                                  |  |  |  |
| (See FMI)  |   | 1 -CREDIT SALE ONLY 3 -CREDIT SALE WITH SUBSEQUENT LOAN SUBSEQUENT LOAN |                                  |  |  |  |
| FINANCE OFFICE USE ONLY  |   | COMPLETE FOR FP LOANS ONLY  |                                  |  |  |  |
| 33. OBLIGATION DATE<br>MO DA YR  |   | 34. BEGINNING FARMER/RANCHER  |                                  |  |  |  |
|  |   | (See FMI)   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
|  |   |   |                                  |  |  |  |
| If the decision contained above in this form results in denial, reduction or   |   | you may appeal this de  | cision and have a h              | pageing or you may request a raying in liqu of a hearing |  |  |

Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender COPY 3 - State Office

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 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## **CERTIFICATION APPROVAL**

#### For All Farmers Programs

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

#### 35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

| (For FP loans at eligible terms only) If this loan is approved, I ele | ect the interest ra | te to be charged on my loan to be the lower of the |
|---|---------------------|--|
| interest rate in effect at the time of loan approval or loan closing. | If I check "NO",    | the interest rate charged on my                    |
| loan will be the rate specified in Item 28 of this form.              | YES                 | NO   |

#### WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date\_\_\_\_\_, 20 \_\_\_\_

Date \_\_\_\_\_\_, 20 \_\_\_\_\_

(Signature of Applicant)

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name:

Date Approved:

Title:

38. TO THE APPLICANT: As of this date \_\_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Form RD 1942-46 (Rev. 6-10)

## LETTER OF INTENT TO MEET CONDITIONS

Date

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_\_. It is our intent to meet all of

them not later than \_\_\_\_\_\_.

(Name of Association)

BY\_\_\_\_

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

## TREES AND BRUSH DISPOSITION REPORT RIGHT-OF-WAY CLEARING Tract Number: EMN-IRW2530

LINE: W3328/W3607/W3631

#### LANDOWNER INFORMATION:

#### Owner: City of Ironwood Address: 213 South Marquette Street Ironwood, MI 49938

Phone #: 906-285-1376

Cell #:

#### Legal Description: Lot 2, Block 4 Reid's Addition, City of Ironwood, Gogebic County, Michigan.

**Xcel Energy,** its agents, successors, assigns and manager, are hereby instructed to <u>dispose of all trees and brush in the easement</u> strip and danger timber outside of the easement strip, as said strip is described in that certain easement signed by Landowner.

Dense, woody vegetation within the easement strip shall be mowed with brush mowing equipment. Mowing material (mulch and stumps) remain. Please review the disposition of larger wood and designate your preference by checking the method.

#### Trees and limbs GREATER than five (5) inches in diameter:

A) Trees shall be cut down and left in full tree lengths (suitable for logs) with limbs removed and piled on the edge of the easement strip.
 OR

B)\_\_\_\_\_ Trees and limb wood five (5) inches in diameter and larger shall be cut into approximate 100-inch lengths and piled on the edge of the easement strip.

#### Trees and limbs LESS than five (5) inches in diameter:

A)\_\_\_\_\_ Chip brush and remove debris if easement area is a maintained yard setting\*/\*\*

AND/OR

B)\_\_\_\_\_ Grind brush in the easement strip if easement is a non-maintained setting

\*If the area where the trees, brush, or chips are to be placed is determined to be a delineated wetland, Xcel Energy will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

\*\*If the trees, brush, or chips to be removed are state-listed invasive species, Xcel Energy will discuss proper handling and management practices with the landowner prior to clearing.

Other:

Check if Landowner would like to be contacted by Xcel Clearing contractor prior to beginning clearing work: \_\_\_\_\_

Dated this\_\_\_\_\_, 20\_\_\_,

City of Ironwood

Ву: \_\_\_\_\_

Print Name:

Title

# Xcel Energy Good Faith Offer Payment Worksheet

## Xcel Tract Number: EMN-IRW2530

Line: W3328/W3607/W3631

**Owner: City of Ironwood** 

**Owner Address: 213 South Marquette Street, Ironwood, MI 49938** 

Property Description: Lot 2, Block 4 Reid's Addition, City of Ironwood, Gogebic County, Michigan.

1. Basis of Property Value

After analyzing comparable sales and other data, it is the opinion of Xcel Energy that \$1,300.00 per acre meets the vacant land value of the subject property indicated by market comparison.

## 2. Permanent Right of Way

0.34 Acres X \$1,300.00 Per Acre X 80% = \$500.00

**3.** One Time Payment (if easement signed within 45 days) \$5,000.00

## 4. Misc. Payments as described below:

| \$ |
|----|
| \$ |

## **Total Payment:**

\$5,500.00

Date



## EXHIBIT A SHEET 2 OF 2 SHEETS

Location: City of Ironwood, MI Grantor: City of Ironwood

## "Property":

Lot 2, Block 4, Reid's Addition, City of Ironwood, Gogebic County, Michigan.

## "Easement Area":

That part of the herein before described "Property", more particularly described as:

Commencing at the Northeast Corner of Lot 2, Block 4, Reid's Addition being a point on the West Right of Way Line of Scott Avenue and the Point of Beginning; Thence S00°41'50"E along the West Right of Way Line of Scott Avenue being the East Line of Lot 2, Block 4 of Reid's Addition, a distance of 200.82 Feet; Thence S77°41'36"W, a distance of 82.8 Feet, more or less, to the East Bank of the Montreal River; Thence Northerly along the East Bank of the Montreal River, a distance of 225 Feet, more or less, to the North Line of Lot 2, Block 4 of Reid's Addition; Thence S88°00'35"E along the North Line of Lot 2, Block 4 of Reid's Addition, a distance of 82.6 Feet, more or less, to the Point of Beginning.

"Summary of Areas":

Total Easement Area = 14990.98 Square Feet, more or less, (0.34 Acres, more or less).

Existing Easement Area = 9114.78 Square Feet, more or less, (0.21 Acres, more or less).

New Easement Area = 5876.20 Square Feet, more or less, (0.13 Acres, more or less).



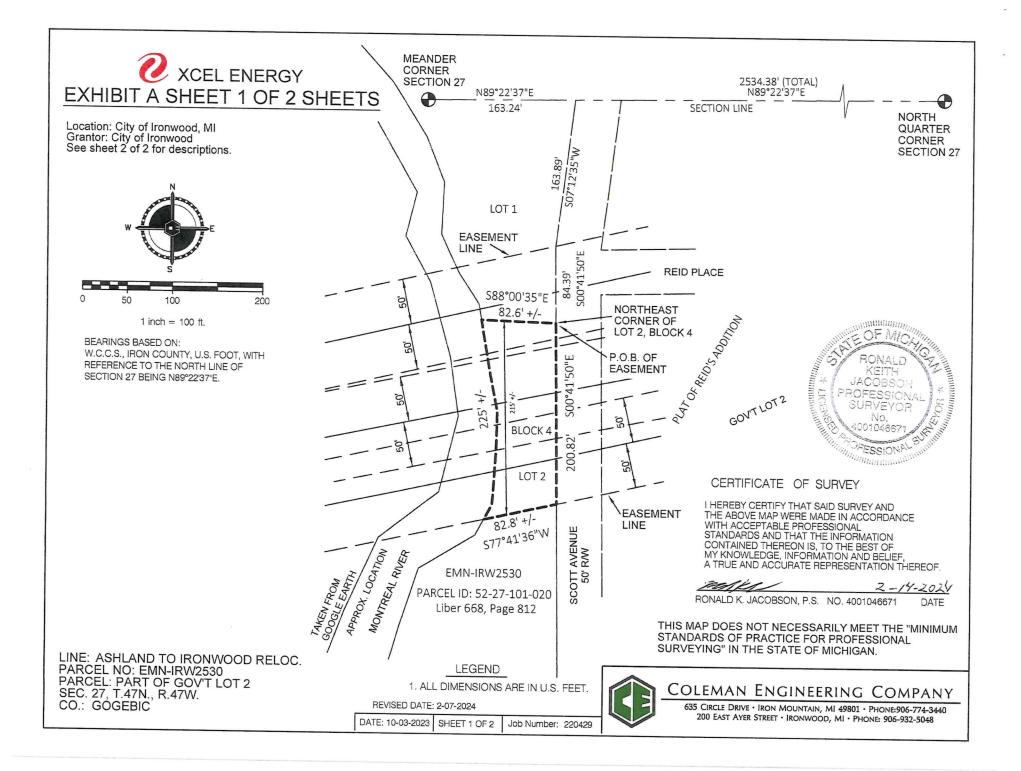
LINE: ASHLAND TO IRONWOOD RELOC. PARCEL NO: EMN-IRW2530 PARCEL: PART OF GOV'T LOT 2 SEC. 27, T.47N., R.47W. CO.: GOGEBIC

REVISED DATE: 2-07-2024

DATE: 10-03-2023 SHEET 2 OF 2 Job Number: 220429



COLEMAN ENGINEERING COMPANY 635 CIRCLE DRIVE + IRON MOUNTAIN, MI 49801 - PHONE: 906-774-3440 200 EAST AYER STREET - IRONWOOD, MI - PHONE: 906-932-5048



# EASEMENT FOR ELECTRIC (TRANSMISSION) OR (DISTRIBUTION) LINE (Michigan)

WHEREAS, the Grantor, **City of Ironwood**, who resides at **213 South Marquette Street**, **Ironwood**, **MI 49938**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **Northern States Power Company**, a Wisconsin corporation duly authorized to transact business in the States of Wisconsin and Michigan with an office at 1414 West Hamilton Avenue, Eau Claire, Wisconsin 54702-0002, its successors and assigns ("**Grantee**"), a perpetual and irrevocable easement (the "**Easement**") to construct, reconstruct, operate, maintain, use, upgrade, modify, alter, rebuild, relocate, and/or remove, in whole or in part, electric transmission and/or distribution line or lines, with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and equipment related to said electric line(s), including communication equipment and signals relating to the operation of such electric lines (collectively, the "**Facilities**") through, over, under and across the following described lands, (the "**Easement Area**"), situated in the County of Gogebic, State of Michigan, to-wit:

As per Exhibit "A" attached hereto and made a part hereof (the "Property").

Grantor hereby also grants to Grantee (1) the right to enter upon the Property to survey and locate the Facilities; (2) an easement for ingress and egress over and across the Property, by means of existing roads, drives, and lanes, if any, otherwise, by the use of a reasonable and feasible route selected by Grantee; (3) a temporary easement for use by Grantee of the Property adjacent to the Easement Area from time to time during construction, repair or replacement of the Facilities; (4) the right to apply herbicides for tree, weed and brush control in accordance with applicable laws, rules and regulations; (5) the right to erect reasonable signs for the purpose of monumenting boundaries of the Easement Area; (6) the right to trim, remove, or otherwise control any trees, brush, or other vegetation that are located within the Easement Area; (7) the right to trim, remove, or otherwise control any trees, brush, or other similar vegetation on the Property that may, in Grantee's opinion, interfere with or otherwise endanger the Facilities at any time; (8) the right to install additional Facilities for the distribution of energy, light, and communication impulses; and (9) the right to otherwise conduct, carryout, complete, construct, repair, or take any other necessary action within the Easement Area to aid, assist, or help the Grantee in carrying out Grantee's purpose as stated within this document. Grantor shall disclose to Grantee any pre-existing waste materials ("**Pre-Existing Wastes**"), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Grantee assess the risks of working in the area.

Grantee shall have the right to perform environmental sampling in the Easement Area at its discretion. If Grantee encounters any Pre-Existing Wastes, Grantee retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Grantee from any claims or responsibilities related to such Pre-Existing Wastes.

After initial construction and restoration activities have been completed, Grantee shall pay a reasonable sum for all actual and direct damages to Grantor's landscaping, roads and driveways, curbs, gutters, sewers, water and underground utilities, fences, livestock, and crops directly caused by the construction or maintenance of the Facilities to the extent Grantee does not restore the same; provided, however, that Grantee shall have no obligation to restore or pay damages in connection with its removal or other maintenance of trees, brush, or other vegetation, or for removal or other actions with respect to any improvements or other installations placed within the Easement Area without Grantor's advance written determination of compatibility.

Grantee shall, after installation of the Facilities, or after the exercise of any rights granted herein, restore the Easement Area to as near its original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect any buildings, structures, or other objects, permanent or temporary, or plant any trees, within the Easement Area, without Grantee's prior written approval. Grantee's approval shall not be unreasonably withheld.

Without limiting the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water, and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the Facilities or otherwise supporting Grantee's electric system, provided that said improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain the Facilities or said electric system. Grantor agrees to not alter the existing ground elevations or perform any other acts that would result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws, regulations, codes, or policies in effect from time to time. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by the Grantee prior to installation of the proposed improvements. Grantee may approve such improvements or installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. Grantee's approval shall not be unreasonably withheld.

Grantor also grants Grantee the right to reconstruct or relocate the Facilities on said Easement Area with changed dimensions, voltages, or other specifications.

Grantee shall indemnify, defend, and hold harmless Grantor from any and all claims for property damage and bodily injury including death and all fees, costs, and expenses including reasonable attorney fees relating to or in any way arising out of Grantee's operations covered by this Easement Agreement.

The Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents needed to correct and/or amend the Easement, including the legal description of the Easement Area, to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this Easement.

The term of this instrument and the easements and other rights granted herein is perpetual. Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion. Any assignment is subject to the City's approval which shall not be unreasonably withheld.

Grantor warrants and represents, for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the property described here-in and has the right to sell and convey an easement in the manner and form aforesaid.

The easements and covenants contained in this instrument shall run with and against the property. This instrument and the covenants and agreements contained herein are binding upon the Grantor and applicable personal representatives, heirs, successors and assigns and incorporates all agreements and stipulations between parties and that no prior representations or statements, verbal or written, shall modify, add or change the terms hereof.

This transfer is exempt from transfer taxation pursuant to MCLA 207.526 (f) and MCLA 207.505 (f).

| IN WITNESS WHEREOF, I/We have he20                        | reto set my/our hand(s) and seal t                | thisday of                |
|---|---|---------------------------|
| GRANTOR   |   |                           |
| City of Ironwood  |   |                           |
| By:   | By:   |                           |
| Print Name:   | Print Name:                                       |                           |
| Title:  | Title:  |                           |
| STATE OF  | )   |                           |
| STATE OF  | ) SS.<br>)  |                           |
| Personally came before me this                            | day of  | , 20,                     |
| , and<br>Ironwood, known to be the person(s) who e<br>and | executed the foregoing instrument an              | id to me known to be such |
| that they executed the foregoing instrument               |   |                           |
|   |   | , Notary Public           |
|   | Signature of Notary                               |                           |
|   | Printed Name of Notary                            |                           |
|   | State of Michigan, County of                      |                           |
|   | My commission expires:<br>Acting in the County of |                           |
|   |   |                           |

This instrument drafted by: Kathy Koeser, a contracted land agent of Northern States Power Company

Return to: Steigerwaldt Land Services, Inc. 856 North 4th Street Tomahawk, WI 54487 The purpose of this Agreement is to outline the terms and conditions for the complete replacement, maintenance, inspection, and potential utility costs of the border bridge B-26-32 between Town of Oma and City of Ironwood.

- 1. Bridge Replacement: 1.1. If and when necessary, the City and Town agree to undertake the complete replacement of the border bridge situated between Town of Oma and City of Ironwood. 1.2 The replacement costs shall be shared equally between the Town of Oma and City of Ironwood, with each City and Town responsible for 50% of the total expenses incurred.
- 2. Maintenance: 2.1 Both City and Town shall share the responsibility for the ongoing maintenance of the border bridge. 2.2 Maintenance costs shall be divided equally between the Town of Oma and City of Ironwood, with each City and Town responsible for 50% of the total expenses.
- **3. Inspections:** 3.1 Regular inspections of the border bridge shall be conducted to ensure safety and structural integrity. 3.2 Each entity shall be responsible for bearing individual costs for inspections for their respective State reporting requirements.
- 4. Utilities (if applicable): 4.1. In the event that utilities are required for the operation of the border bridge, the costs shall be shared equally between Town of Oma and City of Ironwood. 4.2. Utility Costs shall be divided equally between the Town of Oma and City of Ironwood, with each City and Town responsible for 50% of the total expenses, if applicable.
- 5. Term: 5.1. This Agreement shall commence on the date of execution and shall remain in effect year to year unless contested.
- **6. Amendments:** 6.1. Any amendments to this Agreement shall be made in writing and duly executed by both City and Town.
- **7. Governing Law:** 7.1. This Agreement shall be governed by and construed in accordance with the laws of Wisconsin and Michigan without regard to its conflict of law principles.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

City of Ironwood: \_\_\_\_\_\_5/1/2024