



# IRONWOOD

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AGENDA  
REGULAR IRONWOOD CITY COMMISSION MEETING  
JUNE 24, 2024

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

Regular Meeting - 5:30 P.M.

**ZOOM OPTION AVAILABLE FOR THE PUBLIC**

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

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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 June 10, 2024.
  - \*2) Review and Place on File:
    - a. Ironwood Parks and Recreation Committee Meeting Minutes of February 5, 2024.
    - b. Planning Commission Meeting Minutes of March 7, and May 2, 2024.
    - c. Economic Development Corporation Meeting Minutes of April 3, and May 1, 2024.
    - d. Pat O'Donnell Civic Center Meeting Minutes of June 3, 2024.
    - e. Carnegie Library Board of Trustees Meeting Minutes of April 16, 2024.
    - f. Carnegie Library Board of Trustees Special Meeting Minutes of May 6, 2024.
    - g. Ironwood Housing Commission Meeting Minutes of May 14, 2024.
- D. Approval of the Agenda.



- E. Review and Place on File:
  - 1. Revenue & Expenditure Report.
  - 2. Cash and Investment Summary Report.
- F. Approval of Monthly Check Register Report.
- G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).
- H. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit).

### **UNFINISHED BUSINESS**

- I. Discuss and consider approving Payment #1, for Northland Electric, DS, Inc., in the amount of \$9,850.00 for the Curry Park Campground Electrical Upgrade Project.
- J. Discuss and consider approving Change Order #10, for Jakes Excavating, which is an increase of \$2,355.12 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.
- K. Discuss and consider approving Payment #8, for Jake's Excavating, in the amount of \$167,363.55 for the Lead Service Line Replacement Project and authorize the Mayor to sign all applicable documents.
- L. Discuss and consider approving Work Order #3, for Coleman Engineering Company, in the amount of \$3,410.00, for Professional Engineering Services related to the Hemlock Street MDOT Small Urban Project.
- M. Discuss and consider awarding the \$106,356 contract to ReForm Enterprises for the Bonnie Road Lift Station Generator project.

### **NEW BUSINESS**

- N. Discuss and consider approving an agreement with Coleman Engineering Company, not to exceed \$677,000.00, for Professional Engineering Services related to the Phase 5B Sanitary Sewer Project.
- O. Discuss and consider approving an annual cost of living salary adjustment for non-union employees.
- P. Discuss and consider approving Resolution #024-010 Amending the General Appropriations Act for Fiscal Year 2023-2024.
- Q. Discuss and consider approving Bridge Maintenance Agreement between the City of Ironwood and the City of Hurley.
- R. Discuss and consider approving the Michigan State Housing Development Authority (MSHDA) "MI Neighborhood" Grant Application.
- S. Manager's Report.
- T. Other Matters.
- U. Adjournment.

## Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held on June 10, 2024, at 5:30 P.M., preceded by a Public Hearing at 5:15 P.M., in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood.

1. Mayor Corcoran opened the Public Hearing at 5:15 P.M.
2. Recording of the Roll.  
PRESENT: Commissioners Andresen, Korpi, Mildren, Semo, and Mayor Corcoran  
ABSENT: None
3. Public Hearing: To receive public comment relative to the 2024-2025 Fiscal Year Proposed Budget and the 2024-2025 Fee Schedule for City Services. Paul Linn, Finance Director/Treasurer, reviewed the 2024-2025 Fiscal Year Budget. There were no comments from the public.
4. Mayor Corcoran closed the Public Hearing at 5:30 P.M.

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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 May 28, 2024.  
2) Review and Place on File:  
a. Human Relations and Equity Committee Meeting Minutes of April 11, 2024.

***Motion** was made by Korpi, seconded by Andresen, 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 add New Business, Item P. City Manager's Report.*

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

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

F. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).  
*There were none.*

G. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit). *Aleen Fuchs addressed the Commission to share her concerns regarding the County Material Concrete Plant and a Marijuana Facility that are being proposed for development in Jessieville Location attributing her concerns to the proximity to the homes, the old, uncapped mine shafts, and noise pollution.*

*Christopher Fuchs spoke against the proposed Concrete Plant and the Grow Facility asking the Commission to deny the applications primarily concerned with the necessity of power upgrades that will be needed.*

*Kevin Brenner addressed the Commission sharing his concerns with and requesting that the City Commission overturn the Planning Commission's decision to approve the Concrete Plant. Kevin requested that if the City cannot overturn the decision, can a compromise be reached with the residents and have the concrete silos moved to the back of the building to help offset some of the noise, dust, and visual concerns addressed by several of the neighbors.*

## **UNFINISHED BUSINESS**

H. Discuss and consider approving the Rural Development Pay Package #11 in the amount of \$627,284.59 for the City of Ironwood – Water Treatment Plant Phase I Project and authorize the Mayor to sign all applicable documents.

*Motion was made by Mildren, seconded by Korpi, to approve the Rural Development Pay Package #11 in the amount of \$627,284.59 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.*

I. Discuss and consider approving Change Order #1, for Jakes Excavating, which is an increase of \$2,615.00 for the 2024 Street Improvements Project and authorize the Mayor to sign all applicable documents.

*Motion was made by Semo, seconded by Andresen, to approve Change Order #1, for Jakes Excavating, which is an increase of \$2,615.00 for the 2024 Street Improvements Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

J. Discuss and consider approving Payment #1, for Jake's Excavating, in the amount of \$102,171.55 for the 2024 Street Improvements Project and authorize the Mayor to sign all applicable documents.

*Motion was made by Andresen, seconded by Korpi, to approve Payment #1, for Jake's Excavating, in the amount of \$102,171.55 for the 2024 Street Improvements Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

K. Discuss and consider approving Change Order #5, for C.D. Smith, which is an increase of \$24,771.82 for the Water Treatment Plant Phase 1 Project and authorize the Mayor to sign all applicable documents.

*Motion was made by Mildren, seconded by Semo, to approve Change Order #5, for C.D. Smith, which is an increase of \$24,771.82 for the Water Treatment Plant Phase 1 Project and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

- L. Discuss and consider approving Change Order #1, adding the Memorial Building lawn to the property list in the Parks Mowing Contract, with 4 Seasons LPC, Inc.

***Motion** was made by Semo, seconded by Mildren, and carried, to approve Change Order #1, adding the Memorial Building lawn to the property list in the Parks Mowing Contract, with 4 Seasons LPC, Inc.*

- M. Discuss and consider approval of the revised sign language to be placed at Hiawatha Park.

***Motion** was made by Andresen, seconded by Korpi, and carried, to approve the revised sign language to be placed at Hiawatha Park.*

## **NEW BUSINESS**

- N. Discuss and consider adopting Resolution #024-008, authorizing the General Appropriations Act for Fiscal Year 2024-2025 and adopt the 2024-2025 Fee Schedule.

***Motion** was made by Mildren, seconded by Semo, to adopt Resolution #024-008, authorizing the General Appropriations Act for Fiscal Year 2024-2025 and adopt the 2024-2025 Fee Schedule. Unanimously passed by roll call vote.*

- O. Discuss and consider adopting Resolution #024-009, to transfer delinquent invoices for ordinance violations to the July 2024 City Tax Roll.

***Motion** was made by Semo, seconded by Korpi, to adopt Resolution #024-009, to transfer delinquent invoices for ordinance violations to the July 2024 City Tax Roll. Unanimously passed by roll call vote.*

- P. City Manager's Report.

*In the excused absence of City Manager Paul Anderson, Clerk Jen Jacobson verbally presented the City Manager's Report as prepared by Paul:*

### *Engineering Updates*

- The playground equipment at Hiawatha Park has been installed. The concrete improvements are staked out and hopefully our crew will be getting them prepped this week, along w/ the necessary topsoil restoration.*
- The Clemens Street storm sewer and road work is continuing by Jakes Excavating as part of the 2024 Street Improvement project. Jakes is now working on coring out the pour road subgrade and will be preparing the road for paving soon. I've made the decision to not leave the couple small areas of 1/2 width paving and pave the entire project area so that there is one clean new sheet of asphalt that is all the same age on the entire project area. The additional cost of this is approximately \$14,000 and there is sufficient contingency funding within the project budget to pay for this.*
- \$11MIL Phase 1 of the water plant project continues with CD Smith Construction. They are continuing to work on underground piping work to tie the new plant into the existing waterlines, as well as access road improvements, masonry interior and exterior and underground electrical. As we are nearing the end of the project, we have contingency grant funds to spend, so I am getting quotes from the Contractor on upgrading our SCADA system and getting a price from Xcel on running a natural gas line out to the site in lieu of buying a large propane tank. In the long run, natural gas is cheaper than propane and the upfront cost of the tank vs running the new natural gas line is comparable.*

- *\$11MIL Phase 2 of the water plant: we have our permit in hand from EGLE and are going out to bid with bids due in August and construction beginning spring 2025.*
- *The \$3MIL lead service line replacement project continues with Jakes Excavating. They have two crews working on restoration with orders to restore the oldest sites first. They expect this work to take approximately one month and then they will get back to digging more new service lines. They have taken about 219 addresses off our list to date. They have replaced 140 galvanized services with copper to date. 10 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 5A water system design is being reviewed by EGLE for a permit and we should have our permit in hand this week. Bids will be due July 11th at 10 AM with a prebid meeting on June 26th. This construction project will be roughly \$2MIL. Construction will start later this summer and will need to be completed in the middle of next summer.*
- *Phase 5B water and sewer project we are waiting on a contract from Coleman Engineering for likely the next City Commission meeting. They will begin that field work this summer and fall and will be shooting for a winter bid with construction in 2025 and 2026. This is roughly a \$11 MIL construction project.*
- *Curry Park Campground: Jakes water line project restoration is mainly complete although we do need to do some touch ups. The DNR grant project we need to bid out some site furniture improvements this summer. The electrical project is under final design and permitting with plan for fall construction after closing. Then DPW will do some gravel pad improvements after all of that is done during final restoration. Next year should be a wonderful camping season!*
- *The crane replacement for the DPW garage is due to be installed in mid-August.*
- *Bids for the Bonnie St sewer lift station was received on 6/7 and should be ready for approval at the 6/24/24 meeting.*
- *The Pavement striping work is complete. We are awaiting invoicing.*
- *Crack sealing work should be done in the next month or two.*
- *Jessieville water tank project: the Contractor plans to do the tank lining and associated work in July or August. Further updates and time extension request will be forthcoming at the next Commission meeting.*

### *Managers Updates*

- *Surveys for the new Comprehensive Plan 10-year update are out and posted on our website homepage. Commissioners and the public, we ask everyone to fill out the survey! We are in the middle of a yearlong process to update this guiding document for the City of Ironwood.*
- *All five of the Summer Help positions are working now and are doing a fantastic job. With all 5 positions filled, we can do a lot more mowing in our parks which I think the public will be able to notice compared to recent years.*
- *We have 3 openings in the DPW which we are in the middle of the hiring process for right now. The open positions are in the water department, sewer department and equipment maintenance department. The equipment repair person is set to start on June 24th. Hopefully the other two positions will be starting in early July. I am really excited for DPW to be fully staffed and running on all cylinders for the first time in a long time. I hope to get all our new hires into a City Commission meeting in July or August so that the Commission can meet everyone.*
- *The flower baskets are up downtown and look beautiful.*
- *Many other things are happening, but I will end it here. I hope everyone is enjoying summer.*

Q. Other Matters.

Commissioner Semo requested additional information after the Bonnie Street comments and requested to be excused from the June 24, 2024 City Commission meeting.

*Motion was made by Mildren, seconded by Andresen, and carried, to excuse Commissioner Semo from the June 24, 2024 City Commission meeting.*

Commissioner Andresen encouraged everyone to complete the Comprehensive Plan Survey that is available online.

Commissioner Mildren also commented on the Bonnie Street Concrete Site Plan.

Mayor Corcoran commented on the activities over the weekend stating that Ironwood had another well-attended First Friday/Pride Event and thanked everyone for their efforts.

R. Adjournment.

*Motion was made by Semo, seconded by Mildren, and carried, to adjourn the meeting at 6:13 P.M.*

Kim S. Corcoran, Mayor

Jennifer L. Jacobson, City Clerk



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

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

1. Call to Order:

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

2. Recording of the Roll:

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

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

3. Approval of the Agenda:

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

4. Approval of the January 11, 2024 Meeting Minutes:

**Motion by Kirchoff to approve the Minutes. Second by Nezworski. Motion carried 6 to 0.**

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

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

7. Items for discussion and consideration.


- A. Review and make recommendation on 2024-2023 Capital Improvement Plan: Director Bergman discussed the CIP and allowed for questions or comments from the Committee.




**Motion by Nezworski to recommend to the City Commission to approve the CIP. Second by Kirchhoff. Motion carried 6 to 0.**

- B. Trails Update (Motorized, Iron Belle, Miners Park, etc.): Nezworski talked about rolling the Iron Belle trail for skiing. All season walkability was on the goal list for the City Commission.
  - C. Project Updates (Southern Beltline Acquisition, Curry Park, Miners Park MTB Trail, Norrie Park Renovation, Hiawatha Park): CN doesn't own the beltline and the City is having a problem identifying the owner. Curry Park online registration has opened. DNR is reviewing the bid spec for the electrical upgrade. Norrie park has no update. Hiawatha Park playground will be installed prior to Festival Ironwood. Miners Park closeout is being wrapped up.
8. Other Business: None.
9. Next Meeting: Monday, March 4, 2024 at 5:00 p.m.
10. **Adjournment: Motion by Jenkins to adjourn the meeting. Second by Kostelnik. Motion Carried 6 to 0. Adjournment at 5:15 p.m.**

Respectfully Submitted

  
\_\_\_\_\_  
Sam Davey, Chair *CO* THOMAS KANGAS

  
\_\_\_\_\_  
Tom Bergman, Community Development Director



**PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION**  
**Thursday, March 7, 2024**

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A Regular Meeting of the Planning Commission was held on Thursday, March 7, 2024 in the City of Ironwood Memorial Building Women’s Club Room.

1. Call to Order: Chair Davey called the meeting to Order at 6:00 p.m.
2. Election of Chair and Vice-Chair

Nomination of Sam as Chair.

Motion by Bissell to elect as Chair. Second by Spence. Motion Carried 4 to 0.

Nomination of Rich as Vice-Chair.

Motion by Spence to elect Jenkins as Vice-Chair. Second by Bissell. Motion Carried 4 to 0.

3. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Sam Davey	X			
Scott Bissell	X			
Vacant				
Mark Silver	X			
John Spence	X			
Rich Jenkins	X			
Vacant		X		
David Andresen ex-officio, non-voting member	X			
	<b>5</b>	<b>0</b>		

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

4. Approval of the November 16, 2023 Meeting Minutes.

**Motion by Bissell to approve the Meeting Minutes. Second by Spence. Motion Carried 4 to 0.**

5. Approval of the Agenda:

**Motion by Jenkins to approve the Agenda. Second by Bissell. Motion Carried 4 to 0.**

6. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.

7. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): Randy Kasich of 342 Lake Ave. talked about the issue of Michigan Works being located in downtown district. He talked about wishing to purchase the property when it was for sale.

8. Items for Discussion and Consideration.

A. Audience with Nate Livermore regarding zoning of 221 E. Bonnie Street. Nate Livermore did not attend the meeting.

B. Discuss and consider recommendation of adoption of Capital Improvement Plan 2024-2030.

**Motion by Spence to recommend to the City Commission to adopt the Capital Improvement Plan 2024-2030. Second by Bissell. Motion Carried 4 to 0.**

C. Consider changing meeting time to 5pm CST.

**Motion by Bissell to approve the new meeting time to 5:00 p.m. CST. Second by Spence. Motion Carried 4 to 0.**

D. Discuss and Consider Sign approval for Fire Station.

Motion by Spence to approve the sign option 1 as shown in the plan and for the South facing sign to turn off after hours. Second by Jenkins. Motion Carried 4 to 0.

E. Update on Wayfinding Master Plan: No Action.

9. Other Business:

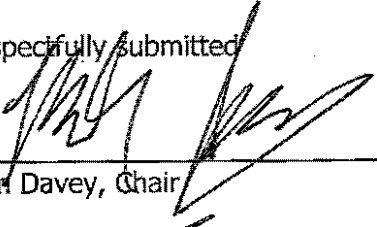
10. Next Meeting: Thursday, April 4, 2024 at 5:00 p.m. at the Ironwood Memorial Building.

11. Adjournment.

**Motion by Jenkins to adjourn the meeting. Second by Spence. Motion carried 4 to 0.**

Adjournment at 6:16 p.m.

Respectfully submitted



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Sam Davey, Chair



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Tim Erickson, Community Development Assistant



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**PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION**  
**Thursday, May 2, 2024**

A Regular Meeting of the Planning Commission was held on Thursday, May 2, 2024 in the City of Ironwood Memorial Building Women’s Club Room.

1. Call to Order: Chair Davey called the meeting to Order at 5:00 p.m.
2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Sam Davey		X	X	
Scott Bissell	X			
Vacant				
Mark Silver	X			
John Spence	X			
Rich Jenkins	X			
Vacant				
David Andresen ex-officio, non-voting member	X			
	<b>5</b>	<b>1</b>		

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

3. Approval of the March 7, 2024 Meeting Minutes.

**Motion by Bissell to approve the Meeting Minutes. Second by Spence. Motion Carried 4 to 0.**

4. Approval of the Agenda:

**Motion by Silver to approve the Agenda. Second by Bissell. Motion Carried 4 to 0.**

5. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.

6. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.

7. Items for Discussion and Consideration.

A. Public Hearing – PC-case 024-003: 316 Houk Rezone request.: Director Bergman presented the request.

Kyle Johnson 325 Houk St. asked about the comprehensive plan and if the City of Ironwood had plans to turn the commercial areas in Norrie to Residential. He discussed not having commercial islands like the Norrie club as a reason to keep the location zoned commercial. He is opposed to taking away the commercial property in that area. He asked if the property will be one resident or a duplex. Bergman stated that the property is proposed to be single family.

380 Aspen St. likes having a commercial establishment in that location and doesn't want to see any large residential structures built on that land.

**Motion by Silver to rezone the property to R1A Residential. Second by Spence. Motion Carried 3 to 1.**

Bissell talked about the baseball field which is directly adjacent to the property. The property can be rezoned back to C1 in the future. Silver mentioned that the property has been for sale for many years. There hasn't been much interest from buyers in keeping a commercial use.

B. PC Case 024-004: Right of Way vacation on Blue Jacket Street: Director Bergman presented the request.

**Motion by Spence to vacate the right of way. Second by Bissell. Motion Carried 4 to 0.**

C. Public Hearing – PC Case 2024-005: 1 Iron King Rd. Rezone: Director Bergman presented the request. C1 Commercial zoning isn't allowed on collector or local streets. The street classification may change during the comprehensive plan which the city is currently undertaking.

Kevin Benner 15 Newport Heights. He discussed a large amount of garbage in the facility. He is concerned that C1 could be used as a grow operation. He is in favor of a businesses at this location. Director Bergman stated that adult use marijuana is not allowed here.

Justin Elsworth Bessemer, is the owner of the building and is planning on having laser tag and airsoft at this location.

Matt Agee 7 Newport Heights likes a place for kids to hang out. He talked about the old colonial where drugs were rampant and didn't want to see that in his neighborhood.

Bissell asked if the property needs to be cleaned up prior to rezone. Bergman talked about the process of code enforcement being separate from this request. Silver asked about parking and site plan request. Site plan requests will be the next step for the property owner. The property owner had preliminary thoughts of where the parking could go on the property.

**Motion by Silver to approve the Rezone request. Second by Spence. Motion Carried 4 to 0.**

D. Public Hearing PC Case 2024-006: Penokee Rd. Rezone:

Mark Behrendt asked about what the plan is for the property. Thompson stated that the plan is to sell. Bissell brought up the need for sewer to be required if water is extended. Anderson talked about the unlikely scenario where water or sewer will be brought to this location. Rich talked about his pause due to it being not necessarily in compliance with comprehensive plan. Jenkins brought up the need to keep consistency with their approvals of rezones. Residential is allowed on the second story of a building in a C1 zoned property. Thompson suggested that the developer will be paying for the water and the sewer if anyone moved forward with a development. The property owner did a septic test which failed.

**Motion by Spence to approve the Rezone request. Second by Jenkins. Motion Failed 2 to 2.**

E. Public Hearing – PC Case 2024-007: Just Grow Special Land Use: Director Bergman clarified the process because of publication error. Sol, one of the property owners addressed the Commission. Kevin Benner 15 Newport Heights spoke in opposition with some concerns. He asked if the property is new construction and asked if there would be odor. The lot has been vacant since 1961 and much has changed over time. He isn't opposed to investment but is concerned with odor. He is worried about sight and sound barriers that used to exist on the lot. He is asking if the existing building is being torn down. Luppino is the owner of the other lot. Director Bergman talked about the odor concern and how it is controlled by state law. The property owner Price talked about being respectful to the community and that odor is not a problem won't be a problem.

Aileen Fuchs 624 Bonnie St. addressed the Commission. Director Bergman discussed mitigating site concerns.

Collene Heckethorn 22 Newport Heights is opposed to having this directly across the street and doesn't want to be the one to make complaints. She doesn't want her view to degrade.

Director Bergman recommended having more answers before moving forward.

Terry Goldworthy 24 Newport Heights asked about the water system and how they are tapping into the water system. She talked about cloudy and unusable water and the infrastructure issues. City Manager Anderson talked about some water modeling that

needs to be done. She asked about the quality and safety of the water and concerns that she has. He will bring this up to the water utility supervisor.

29 Newport Heights stated that she has a large hole in her property and that there has been testing done. Anderson discussed that testing has been done.

13 Newport Heights said that he has a water filtration system that isn't able to filter the water.

Andrea Ludtke 10729 Old County Rd. asked if the buildings will go in if the water issue isn't addressed.

Amanda Benner 15 Newport Heights asked why Bob Tervonen approved the project.

Matt Agee 7 Newport Heights talked about the people who don't smoke marijuana to be subject to the use in the neighborhood. He asked if the City gets any money from this building. Director Bergman discussed the taxing and fee structure of the marijuana industry. The property owner Sol indicated the employment amounts.

Shane Ludtke 10729 Old County Rd. asked for clarification for how the project is located on the property. He asked about controlling the traffic that is on the private road.

Justin Elsworth asked if the property will be retail or growing. Bergman discussed the differences between the different marijuana license types.

Paul 24 Newport Heights asked who the applicant is and if he can provide his address.

Bissell asked if the property will tap into the sewer. Spence asked about road usage and which route will be used. Bissell suggested paving the access road.

**Motion by Silver to table until they find out about the water supply issues.  
Second by Bissell. Motion Carried 4 to 0.**

- F. Public Hearing – PC Case 2024-008: Three Twins Site Plan Revision: Director Bergman mentioned that there are no more extensions allowed with this project. Parking is not required in the downtown district. Norman the property owner discussed some of the changes and also the parking. The type of micro business is changing to have less growing operations on site.

Ben Chatterson 107 N. Lawrence talked about having no parking at the end of the street. He is concerned that the dead-end street will be congested and will restrict access to his home. The new site plan has the entrance and exit from Ayer St. instead of Lawrence. He asked about residential only parking on one side of the street. Director DiGiorgio would like to work on a solution.

116 W. Ayer asked if the parking lot will be fenced. Bergman talked about the vegetation. The resident asked for a privacy fence to be installed.



Josh mentioned that they will do whatever the City wants.

64 Bonnie asked what kind of marijuana business this is. Bergman replied with the type of business.

Andresen asked how much tax the City receives per license.

**Motion by Silver to approve the Site Plan Revision subject to a fence along the east side. Second by Bissell. Motion Carried 4 to 0.**

- G. Public Hearing – PC Case 2024-009: County Materials Site Plan: The applicant addressed the Commission. He mentioned that the project is temporary and done when the weather is right. He talked about why the plant is being proposed.

Brian Johnston 104 Bonnie St. asked what temporary means. There is no structure around the property but the lease is a long term lease.

Kevin Benner 15 Newport Heights asked questions that he would like to get answered. Where is the water coming from. Where does the runoff go. He discussed issues with the applicant and fines that had been imposed in other communities. He is opposed to the project and discussed compliance failures with the applicant.

Shane Ludtke asked about where the traffic will be coming from.

A Paul and Terri Goldsworthy at 24 Newport Heights brought up the water issues that have been happening.

Colleen Heckathorn at 29 Newport Heights is concerned about the air quality and getting dust and dirt on her new siding. She talked about her children having asthma and also a decrease in her property value.

Matt Agee 7 Newport Heights talked about the wildlife that will not be around.

Justin Elsworth asked about what kind of safety protocols they are proposing for address air quality issues and such. Bergman discussed dust collection as part of the system and water discharge permit that will be required with EGLE. The applicant addressed the dust concerns. His contractor is working on getting the permits for stormwater.

15 Newport Heights is concerned with air quality of the neighborhood. He mentioned that a concrete facility shouldn't be this close to a residential neighborhood. He is concerned that the value of his home will reduce. He mentioned that the roads around this location can't support this use.

A resident wants the City to figure out the water issue before making a decision.

Lisa Pertile Bonnie Road read a letter to the Commission.

Bissell discuss the toilets that are on location and the need to connect to the sewer system. Director Bergman gave advisement for legal ramifications for denying a permitted use. Bergman would like to talk to the city attorney before moving forward.

**Motion by Bissell motioned to reject the site plan. Second by Silver.**

**Silver withdrew his second. Bissell withdrew his motion.**


**Motion by Bissell to table the item. Second by Silver. Motion Carried 4 to 0.**

- H. Brief Update on Comprehensive Plan Revision 2024: Director Bergman talked about the comp plan and moving forward.
- 8. Other Business: None.
- 9. Next Meeting: Thursday, June 6, 2024 at 5:00 p.m. at the Ironwood Memorial Building.
- 10. Adjournment.

**Motion by Silver to adjourn the meeting. Second by Spence. Motion carried 4 to 0.**

Adjournment at 7:09 p.m.

Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant



**IRONWOOD**  
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**Proceedings of the Economic Development Corporation Meeting  
Wednesday, April 3, 2024**

A Regular Meeting of the Economic Development Corporation (EDC) was held on Wednesday, April 3, 2024 at 10:00 A.M. in the Women’s Club Room.

1. Chairman Meyer called the meeting to order at 10:00 a.m.
2. Recording of the Roll

MEMBER	Present		EXCUSED	NOT EXCUSED
	YES	NO		
Thorsen, Gina	X			
Korpela, Nancy	X			
Lehto, Steve	X			
Meyer, Michael	X			
Corcoran, Kim	X			
Raush, Ken		X	X	
Vacant				
Ackerman-Behr, Glen	X			
Libby, Carolyn	X			
<b>Quorum</b>	<b>7</b>	<b>1</b>	<b>Quorum</b>	

Also Present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson. Rausch joined by video but is marked absent.

3. Approval of the January 3, 2024 Meeting Minutes.  
**Motion by Ackerman-Behr to accept the meeting minutes. Second by Korpela. Motion Carried 7 to 0.**
4. Approval of the Agenda.  
**Motion by Corcoran to approve the Agenda with the correction to next meeting date. Second by Korpela. Motion Carried 7 to 0.**
5. Citizens wishing to address the Corporation regarding Items on the Agenda (Three-minute limit): None.
6. Citizens wishing to address the Corporation regarding items not on the Agenda (Three-minute limit): The Workforce Development Director addressed the Corporation with the summer youth camp event for career exploration. She asked for general support or for anyone interested to participate.

7. Items for Discussion and Consideration.

A. Housing

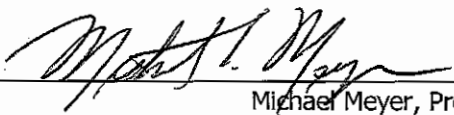
- I. Housing Commission Role: Director Bergman will be reaching out to the housing commission to join the next meeting. Ackerman-Behr suggested that the EDC plan the next meeting around their schedule.
- II. Water Study Letter Process: Bergman will be getting the attorney's opinion on releasing information.
- III. Substandard Lot Development: This item will be addressed in the housing plan. The City is proceeding with the Master Plan update which will address some of this. A meeting between the Planning Commission and the EDC was suggested. A developer guidebook will come out of the housing study to be able to guide development in the City. Korpela suggested that Ackerman-Behr should create a spark plan that could get into the comprehensive plan that is coming up.
- IV. Alternative Structure Infill Development: Building Code Requirements:
- V. Short-term and long-term Rental Issues: MSU Extension did a webinar regarding short term rentals and he will be distributing the recording to the EDC. Zoning and licensing were mainly discussed in the webinar.
- VI. Easy Access to Surplus Property Information: The Planning Commission is reviewing the Surplus Property Policy. Since the zoning ordinance has recently changed, the process will be changed a bit.
- VII. Vacant Property Analysis: MSHDA has vacancy information on our area which will be shared.
- VIII. Blighted Properties Analysis: The Cinnaire housing project wasn't approved for funding through MSHDA. The 9% grant was discussed and why the project didn't score well.


- B. Gina Thorsen Federal Reserve Questions: Thorsen addressed the Corporation and asked how each person in the Corporation felt about the state of the economy or their businesses. Burton Industries is hosting the next business after 5 events.

8. Other Business: Corcoran is running for State Representative against Greg Markkanen. Lehto mentioned the 1 UP event that is being hosted in Marquette. Michigan Works is hosting an educator tour with the various manufacturers in the region.

9. Next Meeting: May 1, 2024 at 10:00 a.m.

10. Adjournment. **Motion** by Lehto to adjourn at 10:56 a.m. **Second** by Korpela. **Motion Carried 7 to 0.**

  
\_\_\_\_\_  
Michael Meyer, President

  
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Tim Erickson, Community Development Assistant



**IRONWOOD**  
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**Proceedings of the Economic Development Corporation Meeting  
Wednesday, May 1, 2024**

A Regular Meeting of the Economic Development Corporation (EDC) was held on Wednesday, May 1, 2024 at 10:00 A.M. in the Women’s Club Room.

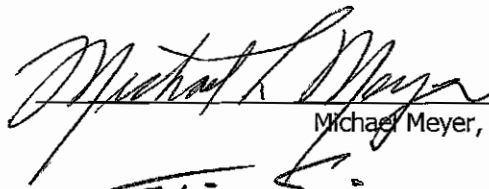
1. Chairman Meyer called the meeting to order at 10:00 a.m.
2. Recording of the Roll

MEMBER	Present		EXCUSED	NOT EXCUSED
	YES	NO		
Thorsen, Gina		X	X	
Korpela, Nancy	X			
Lehto, Steve	X			
Meyer, Michael	X			
Corcoran, Kim	X			
Raush, Ken	X			
Danielle Virshek	X			
Ackerman-Behr, Glen		X	X	
Libby, Carolyn	X			
<b>Quorum</b>	<b>7</b>	<b>1</b>	<b>Quorum</b>	

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

3. Approval of the April 3, 2024 Meeting Minutes.  
**Motion by Corcoran to accept the meeting minutes. Second by Korpela. Motion Carried 7 to 0.**
4. Approval of the Agenda.  
**Motion by Corcoran to approve the Agenda. Second by Korpela. Motion Carried 7 to 0.**
5. Citizens wishing to address the Corporation regarding Items on the Agenda (Three-minute limit): None.
6. Citizens wishing to address the Corporation regarding items not on the Agenda (Three-minute limit): None.
7. Items for Discussion and Consideration.

- A. Audience with Cathy Tankka of the Ironwood Housing Commission: Cathy addressed the Corporation with an overview of the Housing Commission and how it operates.
- B. Housing
- I. Housing Commission Role: This item was discussed in item 7A.
  - II. Water Study Letter Process: Bergman talked with the attorney about providing this information to the public. The goal is to take underutilized houses to get into use. A developer's guidebook could help with this.
  - III. Substandard Lot Development: Developing substandard lots has become allowed in the new zoning ordinance.
  - IV. Alternative Structure Infill Development: Building Code Requirements: Determining building code to help create alternative infill development.
  - V. Short-term and long-term Rental Issues: A short term rental regulation training. The housing plan may include a short-term rental ordinance.
  - VI. Easy Access to Surplus Property Information: This will be worked on during the housing plan.
  - VII. Vacant Property Analysis: Instead of city owned properties, this item will develop privately owned vacant land. The housing plan will address this.
  - VIII. Blighted Properties Analysis: Getting blighted properties into better condition is the goal. The City has historically applied for demolition funding to help address this issue. Funding available for commercial properties and blighted structures were discussed.
- C. Redevelopment Ready Communities Update: The City of Ironwood is now certified. Bergman gave an overview of the program.
8. Other Business: Raush asked about the Wells Fargo property. The project was not funded but the developer is still seeking other funding. Libby asked about digital signage and the need to prohibit those which the new ordinance does. Libby asked about e bike chargers and if we could get some infrastructure.
9. Next Meeting: June 5, 2024 at 10:00 a.m.
10. Adjournment. **Motion** by Korpela to adjourn at 11:02 a.m. **Second** by Lehto. **Motion Carried 7 to 0.**



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Michael Meyer, President



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Tim Erickson, Community Development Assistant

## Civic Center Meeting Minutes

6/3/24

1. Meeting was called to order at 4:58 pm by Gullan.
2. Roll call: Gullan, Mildren, Peterson, Re, Stempihar, and Mgr. Kivisto present. Thomason absent. One seat open.
3. Motion to approve the agenda was made by Mildren, seconded by Re. Motion approved.
4. Motion to approve the minutes was made by Re, seconded by Peterson. Motion approved.
5. Motion to receive and place on file the monthly financial statements was made by Gullan, seconded by Mildren. Roll call vote was as follows: Peterson-yes, Re-yes, Stempihar-yes, Mildren-yes, Gullan-yes.
6. Citizens wishing to address the Board on items on the agenda: N/A
7. Citizens wishing to address the Board on items not on the agenda: N/A
8. Old Business:
  - A. Liquor License Date Change for MMA Event: Discussion about the MMA Event was held. Discussion included but wasn't limited to changing the date of the event from 6/26/24 to 7/20/24 and changing the date of the liquor license for the event.
    - i. Motion to approve the date change for the liquor license for the event was made by Mildren, seconded by Gullan. Motion approved.
  - B. Credit Card Payments Made Simple: Discussion about a credit card payment system was discussed. Discussion included but wasn't limited to the Credit Card Payments Made Simple system being able to itemize 7 entries for the Civic Center; having access to an emergency help line; charging a 3.5% fee; and installing the system in September.



- i. Motion to approve the credit card system by Credit Card Payments Made Simple was made by Re, seconded by Mildren. Motion approved.

9. New Business:

- A. New Zamboni Batteries: Discussion about the new Zamboni batteries was held. Discussion included but wasn't limited to Norb's Auto Electric missing multiple deadlines within the past year to install the new batteries; lack of correspondence from Norb's; the need to have the new batteries installed before the next ice season; contacting other companies about new batteries; and quotes from Mid-America (\$11,200.00) and Arcon (\$9,400.00) to ship the batteries to the Civic Center.
- B. Zamboni Maintenance and Auger Issue: Discussion about the Zamboni was held. Discussion included but wasn't limited to the Zamboni having issues with the auger; possible causes include hydraulic issues and/or lack of battery power; the need to conduct a full-scale maintenance service; Mid-America would perform the maintenance service and install the new batteries if the Zamboni was shipped to them; a quote from Greg's Towing (\$3,000.00) to ship the Zamboni down to Mid-America in Somerset, WI; and getting other quotes from Copper Ridge Towing and Lahti Towing.
  - i. Motion to approve shipping the Zamboni down to Mid-America in Somerset, WI not to exceed \$3,000.00 for new battery installation and maintenance service was made by Mildren, seconded by Gullan. Roll call vote was as follows: Peterson-yes, Re-yes, Stempihar-yes, Gullan-yes, Mildren-yes. Motion approved.

10. Manager's Report:

- A. Head Start Graduation: Discussion and update about the recent rental (5/31/24) for Head Start graduation was held. Discussion included but wasn't limited to the event being a success and will likely occur again in the future.
- B. All American Circus: Discussion and update about the All American Circus was held. Discussion included but wasn't limited to the circus being held on 6/9/24 starting at 4:00 pm.
- C. Key Lock Box: Discussion about the key lock box was held. Discussion included but wasn't limited to the key lock box being mounted and ready for use.
- D. Building Fan Issue: Discussion and update about the building fan issue was held. Discussion included but wasn't limited to having a lift available and will repair the fan on 6/13/24.

11. Other Matters: N/A

12. Next Meeting Monday, 7/1/24 at 5:00 pm at the Civic Center.

13. Motion to adjourn at 5:26 pm was made by Re, seconded by Mildren. Motion approved.

# IRONWOOD CARNEGIE LIBRARY MINUTES

## SPECIAL MEETING

2pm Monday, May 6<sup>th</sup>, 2024

Ironwood Carnegie Library

**I. CALL TO ORDER:** 2:01 p.m. Attending: Lynne Wiercinski, Helen Slining, Amber Hurkmans, Wendy Hicks Kim Corcoran. Absent: Pam Johnson, Kathi Maciejewski. Wiatt LaBo, Buckit Paul

**II. BUDGET DISCUSSION:** It is being worked on. The Hot Spots grant program is expiring. It would need to be renewed in August for \$1000/year now. A potential small raise increase for staff for the next fiscal year will be discussed at the next board meeting.

**III. ERWIN TOWNSHIP REVIEW:** A 3-year contract was submitted for \$1500/year. Reminder that Erwin has initiated their increases independently.

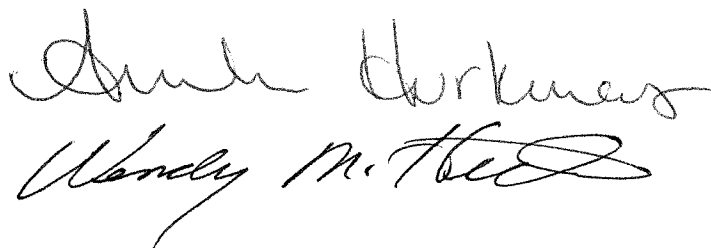
**IV. IRONWOOD TOWNSHIP CONTRACT:** Lynne, Kim Corcoran, and City Manager Paul Anderson met with the Bessemer Library Director and City Manager along with Marlene Saari from Ironwood Township regarding library contract. The possibility of both libraries co-serving township was discussed; Bessemer was not willing to do so. Saari recommended both libraries submit proposals for library services to the township.

Wendy Hicks motioned for the Ironwood Carnegie Library to submit a 2-year contract for \$15,000 annually (per capita & increase in services for population) realizing it requires a Class-3 public library designation/requirements instead of Class 2. Amber Hurkmans seconded; roll call vote unanimously in favor.

**V. BOARD COMMENT:** None

**VI. PUBLIC COMMENT:** None

**VII: ADJOURNMENT:** Amber Hurkmans motioned to adjourn at 3:01 p.m. Wendy Hicks seconded. All agreed.



Amber Hurkmans  
Wendy M. Hicks

## IRONWOOD CARNEGIE LIBRARY MINUTES

Regular Library Board Meeting

16 April 2024 4:00 pm

- I **Call to Order** – 4:00 pm **Attending** – Lynne Wiercinski, Amber Hurkmans, Kathi Maciejewski, Wendy Hicks, Pam Johnson, Kim Corcoran, Wyatt LaBo, Bukkit Paul. **Absent** – Helen Slining.
- II. **Approval of February Financial Reports** – Pam motioned, Wendy seconded, all approved.
- III. **Approval of March Financial Reports** – none
- IV. **Approval of March minutes** – Amber moved, Pam seconded, all approved.
- V. **Adjustments to the agenda** – none
- VI. **Unfinished/Continuing Business** –
  - a. **U of M survey** – Lynne should have finished the project by the April 17; she will then review and distribute.
  - b. **Township contracts** –

*Erwin Twsp* - has agreed to contract with us for \$1500/year for the next 3 years with Larry Grimbsy drawing up a master contract and Lynne creating one to send. Moved by Pam Johnson to contract with the Township of Erwin for a rate of \$1500 per year; seconded by Kathi Maciejewski, all approved by roll call vote.

*Ironwood Twsp* – Meeting with township, Bessemer reps, and Ironwood reps . scheduled for April 18<sup>th</sup> to discuss library services contract.


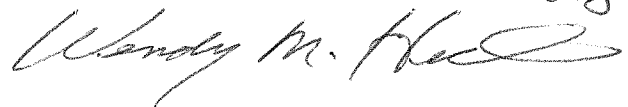
**Community Center Grant** - things are going week by week with grant extensions approved as long as we give a weekly update. Options and comparisons between the Constantini bldg. and the Carnegie site reviewed.

Moved by Amber Hurkmans to complete and submit grant modification for addition/reno to the current Carnegie site. Seconded by Pam Johnson; roll call vote; all approved.

Review of architect bids completed by Lynne and Paul Anderson. Meyer Group recommended for project totaling \$750,000. Moved by Kathi Maciejewski, seconded by Pam Johnson; roll call vote; all approved.
  - c. **Programming** –

Thursday at noon is the Great Michigan Read presentation with Angela B at the Lindquist Center of GCC. All are invited.

SRP – Lynne and Kathy are getting ready for the SRP and working with the DAP.
- VII. **Copy machine** - We are getting a new copy machine that will cost a bit more but will do more than the present one. \$170.00 month. Amber Hurkmans moved Pam Johnson seconded, all approved.
- VIII. **Director's report** – Discussed capital campaign information and Amber is reviewing some of it.
- IX. **Adjournment** – 5:29 pm. Amber moved, Kathi seconded, all approved.

**IRONWOOD HOUSING COMMISSION  
REGULAR MEETING MINUTES  
MAY 14, 2024  
PIONEER PARK APARTMENTS – COMMUNITY ROOM  
515 E. VAUGHN STREET – IRONWOOD, MI. 49938**

The regular meeting and the Public Meeting of the Ironwood Housing Commission was held on May 14, 2024 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, MI. 49938. The meetings were open to the public.

Present: Annabelle O'Brien  
John Lupino  
Kristine Perry

Absent: Clancey Byrne

1. Call to Order

The meeting was called to order by President O'Brien, followed by the Pledge of Allegiance.

2. Minutes of April 9, 2024 Meeting

Motion by Lupino, Seconded by Perry, Unanimously approved through roll call vote to approve minutes of the April 9, 2024 meeting.

3. Old Business

4. New Business

4.1.1 Ironwood Housing Commission - Public Meeting

Motion by Perry, Seconded by Lupino, Unanimously approved through roll call vote to conduct the Ironwood Housing Commissions Public meeting for the Public to review the Capital Fund Program for the Annual Plan for 2024 and the Five-Year Plan for 2024-2028.

#### 4.1.2 Capital Fund Program – Annual Plan 2024

Motion by Perry, Seconded by Lupino, Unanimously approved through roll call vote to approve the Ironwood Housing Commissions Capital Fund Program – Annual Plan 2024 in the amount of \$328,389.00.

#### 4.1.3 Capital Fund Program- Five Year Plan 2024-2028

Motion by Lupino, Seconded by Perry, Unanimously approved through roll call vote to approve the Ironwood Housing Commissions Capital Fund Program-Five Year Plan 2024-2028 in the amount of \$1,641,945.00.

#### 5. Consent Agenda – “Information Only”

A-Account A/R Balance Report as of March 31, 2024

B-Current Vacancy for Public Housing

C-Supplementary Statement of Income & Expense as of  
March 31, 2024

D-Bank Account Reconciliation report as of March 31, 2024

E-Financial Statements, Journal Register and General Ledger reports  
as of March 31, 2024

Motion by Perry, Seconded by Lupino, Unanimously approve through roll call vote to approve the Consent Agenda – “Information Only”

The Director provided information to the Board of Commissioners on the Account A/R Balance report as of March 31, 2024, the current Vacancy report for Public Housing, the Supplementary Statement of Income & Expense reports as of March 31, 2024 which includes revenue to date, expense to date and the total unrestricted net position as of March 31, 2024, the Bank Account Reconciliation report as of March 31, 2024 and the Financial Statements, Journal Register and General Ledger reports as of March 31, 2024.

6. Disbursements of Checks # 22631 – 22693

Motion by Lupino, Seconded by Perry, Unanimously approved through roll call vote to approve disbursements of checks # 22631-22693.

7. Commissioner Comments

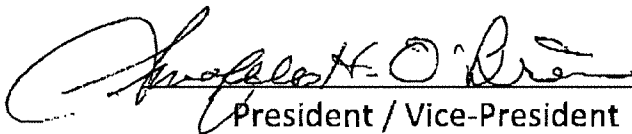
O'Brien questioned on if there has been any update for the Annex Entry Call System. She questioned on if we would be installing a new flag on the flagpole located at the Annex side parking lot. O'Brien also mentioned about the concrete slab at the Annex entry door as a possible tripping hazard and if Maintenance could take a look at it.

Lupino questioned on if the Housing could reserve any money on the side for the possibility of new construction of housing for future use.

8. Public Comments – None

9. Adjournment

Motion by Perry, Seconded by Lupino, Unanimously approved through roll call vote to adjourn the meeting. The meeting adjourned at 4:24 p.m.

  
President / Vice-President

  
Executive Director / Secretary



# IRONWOOD

MICHIGAN | *Find Your North*

**To:** Mayor Corcoran and City Commission

**From:** Paul Linn, Finance Director/Treasurer

**Date:** June 20, 2024      **Meeting Date:** June 24, 2024

**Re:** Summary of May 2024 Financial Reports

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The Revenue and Expenditure Report and the Cash and Investment Summary Report are included in the agenda packet for June 24, 2024. The following is a summary of each report.

## **Revenue and Expenditure Report**

As of May 31, 2024, we are approximately 92% through our current fiscal year. The revenues and expenditures of most funds are in-line with this benchmark. Major Funds with large variations from the 92% benchmark (and applicable reasoning) are as follows:

1. **General Fund:** Expenditures are at 67%. Appropriations to Other Funds is at 41% - We have a large amount budgeted to be transferred to the Major and Local Street funds for street projects and operational expenses. Some of this activity will occur prior to the end of our fiscal year, June 30, 2024. A portion of the planned street work will take place after year-end. Budget amendments will be needed to reflect the actual timing of the expenditures. In addition, transfers to the Local Street fund are less than budgeted due to less funds needed for operational expenditures because of the mild winter.
2. **Major Street Fund:** Expenditures are at 74%. Winter Maintenance and Snow Hauling combined are at 37% due to the mild winter. This has resulted in less funds needing to be transferred from the General Fund, which is only at 52% of the annual budgeted amount.
3. **Local Street Fund:** Revenues and Expenditures are at 70%. Winter Maintenance and Snow Hauling combined are at 51% due to the mild winter. This has resulted in less funds needing to be transferred from the General Fund, which is only at 15% of the annual budgeted amount.

## **Cash and Investment Summary Report**

The Cash and Investment Summary report shows the activity for the month of May, sorted by fund. Notable items are as follows:

1. **Water and Sewer Bond Redemption Accounts:** Account balances decreased due to annual principal and biannual interest payments on the 2014 bonds.
2. **Equipment Fund:** Account balance decreased mainly due to the purchase of the new 2024 Case Loader (\$237,675) and 2022 Dodge Ram Pickup Truck (\$48,385).

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





GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE	
			NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND				
Revenues				
101-000.000-402.000	CURRENT PROPERTY TAXES	2,040,000.00	1,870,000.00	91.67
101-000.000-410.000	PERSONAL PROPERTY TAX	4,000.00	0.00	0.00
101-000.000-432.000	PAYMENTS IN LIEU OF TAXES	8,000.00	0.00	0.00
101-000.000-439.000	MARIJUANA EXCISE TAX	80,000.00	118,172.70	147.72
101-000.000-445.000	PENALTIES AND INTEREST ON TAXES	20,000.00	17,044.33	85.22
101-000.000-447.000	PROPERTY TAX ADMINISTRATION FEE	60,000.00	70,022.33	116.70
101-000.000-448.001	SPECIAL ASSESSMENT FEES	0.00	1,223.59	100.00
101-000.000-448.002	SCHOOL TAX COL FEES	15,000.00	15,697.67	104.65
101-000.000-448.003	GOISD TAX COL FEES	3,000.00	3,329.99	111.00
101-000.000-476.000	BUSINESS LICENSES AND PERMITS	11,000.00	11,080.00	100.73
101-000.000-477.000	CABLE TV FRANCHISE FEE	52,000.00	34,304.66	65.97
101-000.000-478.000	RECREATIONAL MARIHUANA LICENSE/APP. FEES	10,000.00	17,000.00	170.00
101-000.000-479.000	RENTAL REGISTRATION FEES	500.00	25.00	5.00
101-000.000-480.000	EXCAVATION/RIGHT-OF-WAY PERMIT FEE	0.00	240.00	100.00
101-000.000-530.000	FEDERAL GRANTS	19,000.00	24,412.34	128.49
101-000.000-540.000	STATE GRANTS	200,000.00	78,743.92	39.37
101-000.000-543.000	LIQOUR LICENSES	6,000.00	8,935.30	148.92
101-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	10,000.00	24,998.82	249.99
101-000.000-574.000	STATE GRANTS - STATE REVENUE SHARING	919,000.00	824,055.00	89.67
101-000.000-607.002	HUNTING REGISTRATION	300.00	210.00	70.00
101-000.000-613.000	PUBLIC SAFETY REVENUES	60,000.00	57,517.72	95.86
101-000.000-614.000	OTHER CHARGES/FEES	500.00	5,121.29	1,024.26
101-000.000-617.000	DEED PREPARATION FEES	1,000.00	115.00	11.50
101-000.000-619.000	MISC REC PENALTY FEE	0.00	634.25	100.00
101-000.000-619.001	BUSINESS LICENSE PENALTY/INTEREST	0.00	1,500.00	100.00
101-000.000-627.000	BUILDING INSPECTION FEES	7,000.00	11,461.00	163.73
101-000.000-631.000	ZONING APPLICATION FEE	1,000.00	6,200.00	620.00
101-000.000-633.000	ADMINISTRATION-WATER & SEWER	72,000.00	66,000.00	91.67
101-000.000-633.001	ADMINISTRATION-EQUIPMENT FUND	12,000.00	11,000.00	91.67
101-000.000-633.002	ADMINISTRATION-STREET FUNDS	18,000.00	16,500.00	91.67
101-000.000-634.001	ORDINANCE VIOLATION FEE	10,000.00	15,310.72	153.11
101-000.000-636.000	MARKETING FEES - ITC	29,000.00	11,242.49	38.77
101-000.000-637.000	IWD HOUSING COMM ADMIN FEE	4,000.00	4,151.72	103.79
101-000.000-640.000	PROPERTY INFORMATION SEARCH FEE	2,000.00	1,920.00	96.00
101-000.000-642.002	BRANDING MERCHANDISE SALES	1,500.00	2,384.00	158.93
101-000.000-651.000	USE AND ADMISSION FEES	3,000.00	458.08	15.27
101-000.000-665.000	INTEREST AND DIVIDENDS	73,700.00	362,067.72	491.27
101-000.000-667.006	RENT - NORRIE PARK PAVILLION	100.00	200.00	200.00
101-000.000-667.008	RENT - CURRY PARK	40,000.00	79,612.00	199.03
101-000.000-667.009	RENT - MEMORIAL BUILDING	75,000.00	71,375.46	95.17
101-000.000-667.010	RENT - DPW GARAGE	81,000.00	74,800.00	92.35
101-000.000-667.011	RENT - OTHER CITY PROPERTY	6,000.00	1,901.00	31.68
101-000.000-667.012	RENT - DEPOT PARK PAVILLION	200.00	260.00	130.00
101-000.000-667.013	RENT - MEM. BLDG. AUDITORIUM	1,000.00	2,200.00	220.00
101-000.000-674.000	CONTRIBUTIONS AND DONATION	5,000.00	2,600.00	52.00
101-000.000-675.027	DONATIONS - HIAWATHA PARK PLAYGROUND	45,000.00	44,955.77	99.90
101-000.000-676.000	REIMBURSEMENTS	0.00	10,898.67	100.00
101-000.000-678.000	MISCELLANEOUS INCOME	0.00	10,574.04	100.00
101-000.000-687.000	REFUNDS AND REBATES	0.00	9,173.83	100.00
101-000.000-693.000	SALE OF CAPITAL ASSETS	0.00	27,515.00	100.00
101-000.000-694.000	CASH OVER/SHORT	0.00	(58.00)	100.00
101-000.000-698.000	INSURANCE CLAIMS RECEIVED	0.00	6,561.22	100.00
101-000.000-699.248	TRANSFER FROM DIDA	1,200.00	900.00	75.00
TOTAL REVENUES		4,007,000.00	4,036,548.63	100.74

Expenditures

101.000	CITY COMMISSION	45,000.00	34,067.52	75.71
172.000	CITY MANAGER	115,000.00	86,850.13	75.52
201.000	FINANCIAL DEPT	229,000.00	217,670.73	95.05
215.000	CITY CLERK	223,000.00	164,499.67	73.77
228.000	COMPUTER/EQUIPMENT	132,000.00	93,668.63	70.96
247.000	BOARD OF REVIEW	3,000.00	1,444.61	48.15
253.000	CITY TREASURER	53,000.00	41,214.42	77.76
257.000	CITY ASSESSOR	63,000.00	54,008.38	85.73
262.000	ELECTIONS	15,000.00	21,142.41	140.95
265.000	MEMORIAL BUILDING	560,000.00	266,392.71	47.57
266.000	LABOR RELATIONS	5,000.00	2,745.79	54.92
267.000	INSURANCE-FRINGS-DUES	39,000.00	34,467.50	88.38
336.000	VOLUNTEER FIRE RELATED ACTIVITIES	17,000.00	24,204.15	142.38
345.000	PUBLIC SAFETY DEPARTMENT	1,168,000.00	1,175,266.77	100.62
346.000	DRUG ENFORCEMENT	6,000.00	7,379.59	122.99
371.000	BUILDING INSPECTION DEPT	28,000.00	18,449.86	65.89
441.000	DEPARTMENT OF PUBLIC WORKS	277,000.00	49,292.04	17.79
448.000	STREET LIGHTING	106,000.00	88,892.43	83.86
528.000	COMPOST SITE	58,000.00	27,483.06	47.38

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
529.001	GAS PLANT SITE	6,000.00		0.00	0.00
701.000	COMMUNITY DEVELOPMENT	421,000.00	229,537.45		54.52
716.000	MARKETING - ITC	30,000.00	12,787.59		42.63
720.000	COMMUNITY ASSISTANCE	19,000.00	17,063.21		89.81
720.001	COMMUNITY ASSISTANCE - CIVIC CENTER	2,000.00	0.00		0.00
720.002	COMMUNITY ASSISTANCE - LIBRARY	1,000.00	0.00		0.00
721.000	PROPERTY MGMT - 205 W AURORA	16,000.00	3,832.31		23.95
732.000	CODE ENFORCEMENT	158,000.00	82,554.82		52.25
751.000	PARKS MAINTENANCE	232,000.00	223,585.25		96.37
751.002	PARKS - MINE SHAFT SAFETY	2,000.00	0.00		0.00
751.005	CURRY PARK	86,000.00	50,671.38		58.92
751.007	DEPOT PARK	24,000.00	21,517.67		89.66
751.009	MT ZION ENHANCEMENT PROJECT	18,000.00	10,065.00		55.92
751.010	BELTLINE TRAIL GRANT PROJECT - PHASE 1	64,000.00	3,874.25		6.05
751.011	MINERS MEMORIAL HERITAGE PARK	45,000.00	69,389.83		154.20
751.012	DOWNTOWN SQUARE	80,000.00	48,675.28		60.84
751.013	BELTLINE TRAIL GRANT PROJECT - PHASE 2	20,000.00	0.00		0.00
757.000	NON-MOTORIZED TRAILS	0.00	3,821.11		100.00
757.001	NON-MOTORIZED TRAIL - IRON BELLE	17,000.00	7,302.34		42.95
758.000	MOTORIZED TRAILS - GENERAL	1,000.00	1,878.22		187.82
966.000	APPROPRIATIONS TO OTHER FUNDS	1,039,000.00	428,931.19		41.28
TOTAL EXPENDITURES		5,423,000.00	3,624,627.30		66.84
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		4,007,000.00	4,036,548.63		100.74
TOTAL EXPENDITURES		5,423,000.00	3,624,627.30		66.84
NET OF REVENUES & EXPENDITURES		(1,416,000.00)	411,921.33		29.09

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 202 - MAJOR STREET FUND					
Revenues					
202-000.000-530.000	FEDERAL GRANTS	750,000.00		642,030.15	85.60
202-000.000-546.000	STATE GRANTS - ACT 51 (MTF)	797,000.00		743,598.74	93.30
202-000.000-546.001	STATE GRANTS - ACT 51 (SNOW FUNDS)	40,000.00		88,206.98	220.52
202-000.000-546.002	STATE GRANTS - METRO ACT FUNDS	9,000.00		0.00	0.00
202-000.000-604.000	STATE TRUNKLINE PRESERVATION	170,000.00		124,339.82	73.14
202-000.000-678.000	MISCELLANEOUS INCOME	0.00		650.00	100.00
202-000.000-699.101	TRANSFER FROM GENERAL FUND	658,000.00		342,452.80	52.04
TOTAL REVENUES		2,424,000.00		1,941,278.49	80.09
Expenditures					
486.001	SURFACE MAINTENANCE	266,700.00		119,493.99	44.80
486.002	SURFACE MAINTENANCE-US	10,000.00		2,589.08	25.89
486.003	SURFACE MAINTENANCE-BR	4,700.00		405.96	8.64
488.001	SWEEPING	53,700.00		48,573.46	90.45
488.002	SWEEPING -US	5,300.00		1,348.67	25.45
488.003	SWEEPING -BR	1,800.00		322.81	17.93
489.000	PRESERVATION/STRUCTURAL IMPROVEMENT	2,242,000.00		1,867,173.27	83.28
491.001	DRAINAGE - BACKSLOPES	33,300.00		34,190.19	102.67
491.002	DRAINAGE AND BACKSLOPES-US	1,200.00		6,572.34	547.70
491.003	DRAINAGE AND BACKSLOPES-BR	0.00		204.21	100.00
494.001	TRAFFIC SIGNS	17,400.00		8,163.80	46.92
494.002	TRAFFIC SIGNS-US	2,000.00		960.66	48.03
494.003	TRAFFIC SIGNS-BR	3,200.00		182.30	5.70
497.001	WINTER MAINTENANCE	159,200.00		89,846.21	56.44
497.002	WINTER MAINTENANCE-US	38,700.00		26,848.35	69.38
497.003	WINTER MAINTENANCE-BR	51,400.00		20,919.88	40.70
498.001	SNOW HAULING	97,500.00		10,882.94	11.16
498.002	SNOW HAULING-US	35,500.00		0.00	0.00
498.003	SNOW HAULING-BR	35,500.00		8,101.74	22.82
502.000	LEAVE AND BENEFITS	58,700.00		79,903.18	136.12
503.000	GENERAL AND ADMINISTRATIVE	61,600.00		54,046.94	87.74
503.172	ADM/ CM	9,000.00		7,608.47	84.54
906.000	DEBT RETIREMENT	19,600.00		0.00	0.00
TOTAL EXPENDITURES		3,208,000.00		2,388,338.45	74.45
Fund 202 - MAJOR STREET FUND:					
TOTAL REVENUES		2,424,000.00		1,941,278.49	80.09
TOTAL EXPENDITURES		3,208,000.00		2,388,338.45	74.45
NET OF REVENUES & EXPENDITURES		(784,000.00)		(447,059.96)	57.02

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BGD USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 203 - LOCAL STREET FUND					
Revenues					
203-000.000-546.000	STATE GRANTS - ACT 51 (MTF)	293,000.00		276,984.58	94.53
203-000.000-546.001	STATE GRANTS - ACT 51 (SNOW FUNDS)	30,000.00		107,807.26	359.36
203-000.000-546.002	STATE GRANTS - METRO ACT FUNDS	18,000.00		0.00	0.00
203-000.000-699.101	TRANSFER FROM GENERAL FUND	264,000.00		38,900.69	14.74
TOTAL REVENUES		605,000.00		423,692.53	70.03
Expenditures					
486.001	SURFACE MAINTENANCE	205,700.00		125,695.91	61.11
488.001	SWEEPING	8,700.00		6,047.79	69.51
491.001	DRAINAGE - BACKSLOPES	22,500.00		22,911.74	101.83
494.001	TRAFFIC SIGNS	14,400.00		12,520.28	86.95
497.001	WINTER MAINTENANCE	184,200.00		107,729.81	58.49
498.001	SNOW HAULING	36,200.00		5,299.67	14.64
502.000	LEAVE AND BENEFITS	60,500.00		80,243.84	132.63
503.000	GENERAL AND ADMINISTRATIVE	63,800.00		55,635.01	87.20
503.172	ADM/ CM	9,000.00		7,608.48	84.54
TOTAL EXPENDITURES		605,000.00		423,692.53	70.03
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES		605,000.00		423,692.53	70.03
TOTAL EXPENDITURES		605,000.00		423,692.53	70.03
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 209 - CEMETERY FUND					
Revenues					
209-000.000-626.000	CHARGES - CEMETERY SERVICES	50,000.00		35,910.00	71.82
209-000.000-626.001	CHARGES - CEMETERY PERPETUAL CARE	5,000.00		2,740.00	54.80
209-000.000-665.000	INTEREST AND DIVIDENDS	0.00		26,762.69	100.00
209-000.000-699.101	TRANSFER FROM GENERAL FUND	112,000.00		42,987.40	38.38
TOTAL REVENUES		167,000.00		108,400.09	64.91
Expenditures					
567.000	CEMETERY	125,000.00		87,475.09	69.98
567.001	PERPETUAL CARE	42,000.00		20,925.00	49.82
TOTAL EXPENDITURES		167,000.00		108,400.09	64.91
Fund 209 - CEMETERY FUND:					
TOTAL REVENUES		167,000.00		108,400.09	64.91
TOTAL EXPENDITURES		167,000.00		108,400.09	64.91
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 216 - VOLUNTEER FIRE DEPARTMENT					
Revenues					
216-000.000-647.001	SALES - CANDY MACHINE	100.00		0.00	0.00
TOTAL REVENUES		100.00		0.00	0.00
Expenditures					
336.000	VOLUNTEER FIRE RELATED ACTIVITIES	2,000.00		84.00	4.20
TOTAL EXPENDITURES		2,000.00		84.00	4.20
Fund 216 - VOLUNTEER FIRE DEPARTMENT:					
TOTAL REVENUES		100.00		0.00	0.00
TOTAL EXPENDITURES		2,000.00		84.00	4.20
NET OF REVENUES & EXPENDITURES		(1,900.00)		(84.00)	4.42

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BGD USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
248-000.000-402.000	CURRENT PROPERTY TAXES	13,000.00		12,100.00	93.08
248-000.000-674.000	CONTRIBUTIONS AND DONATION	8,000.00		7,350.00	91.88
248-000.000-678.000	MISCELLANEOUS INCOME	1,000.00		1,275.00	127.50
248-000.000-699.101	TRANSFER FROM GENERAL FUND	4,000.00		3,558.80	88.97
TOTAL REVENUES		26,000.00		24,283.80	93.40
Expenditures					
735.000	DOWNTOWN DEVELOPMENT	26,000.00		22,471.52	86.43
TOTAL EXPENDITURES		26,000.00		22,471.52	86.43
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		26,000.00		24,283.80	93.40
TOTAL EXPENDITURES		26,000.00		22,471.52	86.43
NET OF REVENUES & EXPENDITURES		0.00		1,812.28	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 271 - LIBRARY FUND					
Revenues					
271-000.000-402.000	CURRENT PROPERTY TAXES	100,000.00		91,300.00	91.30
271-000.000-410.000	PERSONAL PROPERTY TAX	300.00		0.00	0.00
271-000.000-432.000	PAYMENTS IN LIEU OF TAXES	400.00		0.00	0.00
271-000.000-567.000	STATE GRANTS-LIBRARY	5,000.00		5,386.72	107.73
271-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROF	800.00		1,694.55	211.82
271-000.000-607.001	NON-RESIDENT FEES	2,000.00		1,873.00	93.65
271-000.000-628.000	SUMMER READING PROGRAM	1,500.00		150.00	10.00
271-000.000-628.002	ERWIN TOWNSHIP CONTRACT	1,200.00		1,500.00	125.00
271-000.000-642.000	CHARGES SALES & SERVICE	1,500.00		1,275.75	85.05
271-000.000-642.001	SALES OF BOOKS	300.00		187.20	62.40
271-000.000-647.000	FUND RAISING REVENUE	3,000.00		971.00	32.37
271-000.000-651.000	USE AND ADMISSION FEES	200.00		42.00	21.00
271-000.000-656.000	PENAL FINES	20,000.00		38.90	0.19
271-000.000-657.000	FINES	200.00		449.00	224.50
271-000.000-665.000	INTEREST AND DIVIDENDS	9,000.00		8,696.94	96.63
271-000.000-674.000	CONTRIBUTIONS AND DONATION	2,500.00		2,074.00	82.96
271-000.000-675.001	DONATIONS - BUILDING FUND	11,500.00		11,596.09	100.84
271-000.000-675.006	DONATIONS ANNUAL APPEAL	10,000.00		9,936.36	99.36
271-000.000-675.008	DONATIONS - BOOK APPEAL	400.00		40.00	10.00
271-000.000-675.010	DONATIONS - FRIENDS OF LIBRAR	3,000.00		0.00	0.00
271-000.000-675.012	STARK FOUNDATION	2,000.00		0.00	0.00
271-000.000-678.000	MISCELLANEOUS INCOME	200.00		175.00	87.50
271-000.000-678.002	BANFIELD GRANT	2,000.00		1,000.00	50.00
271-000.000-678.011	CREATIVE PROGRAMS	0.00		5.00	100.00
271-000.000-678.015	DRAMA CLUB REVENUES	3,000.00		3,334.00	111.13
271-000.000-678.018	MI HUMANITIES COUNCIL GRANT	0.00		750.00	100.00
271-000.000-679.000	GRANTS - OTHER	20,000.00		19,164.80	95.82
271-000.000-687.000	REFUNDS AND REBATES	0.00		1,094.10	100.00
TOTAL REVENUES		200,000.00		162,734.41	81.37
Expenditures					
790.000	LIBRARY	228,000.00		188,855.89	82.83
790.001	LIBRARY - ALA GRANT PROJECT	20,000.00		19,164.80	95.82
TOTAL EXPENDITURES		248,000.00		208,020.69	83.88
Fund 271 - LIBRARY FUND:					
TOTAL REVENUES		200,000.00		162,734.41	81.37
TOTAL EXPENDITURES		248,000.00		208,020.69	83.88
NET OF REVENUES & EXPENDITURES		(48,000.00)		(45,286.28)	94.35



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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM					
Revenues					
273-000.000-529.000	HOMEOWNERS SHARE GRANT	17,000.00		16,820.00	98.94
273-000.000-540.000	STATE GRANTS	30,000.00		30,000.00	100.00
273-000.000-699.101	TRANSFER FROM GENERAL FUND	1,000.00		1,031.50	103.15
TOTAL REVENUES		48,000.00		47,851.50	99.69
Expenditures					
690.000	COMM DEV REHAB	48,000.00		47,820.00	99.63
TOTAL EXPENDITURES		48,000.00		47,820.00	99.63
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM:					
TOTAL REVENUES		48,000.00		47,851.50	99.69
TOTAL EXPENDITURES		48,000.00		47,820.00	99.63
NET OF REVENUES & EXPENDITURES		0.00		31.50	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND					
Revenues					
352-000.000-402.000	CURRENT PROPERTY TAXES	180,000.00		187,000.00	103.89
352-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00		3,509.50	100.00
352-000.000-665.000	INTEREST AND DIVIDENDS	0.00		8,177.68	100.00
TOTAL REVENUES		180,000.00		198,687.18	110.38
Expenditures					
557.000	ADMINISTRATION & OVERHEAD	3,000.00		350.00	11.67
906.000	DEBT RETIREMENT	177,000.00		176,752.50	99.86
TOTAL EXPENDITURES		180,000.00		177,102.50	98.39
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND:					
TOTAL REVENUES		180,000.00		198,687.18	110.38
TOTAL EXPENDITURES		180,000.00		177,102.50	98.39
NET OF REVENUES & EXPENDITURES		0.00		21,584.68	100.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 353 - MEMORIAL BUILDING DEBT SERVICE FUND					
Revenues					
353-000.000-665.000	INTEREST AND DIVIDENDS	0.00		145.00	100.00
TOTAL REVENUES		0.00		145.00	100.00
Expenditures					
145.000	BUILDING FUND	1,000.00		0.00	0.00
TOTAL EXPENDITURES		1,000.00		0.00	0.00
Fund 353 - MEMORIAL BUILDING DEBT SERVICE FUND:					
TOTAL REVENUES		0.00		145.00	100.00
TOTAL EXPENDITURES		1,000.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		(1,000.00)		145.00	14.50

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 590 - SEWER FUND					
Revenues					
590-000.000-603.000	SEWER CHARGES	2,383,000.00		2,165,044.01	90.85
590-000.000-615.000	UTILITY BILL PENALTIES	33,500.00		32,754.25	97.77
590-000.000-619.000	MISC REC PENALTY FEE	0.00		17.50	100.00
590-000.000-665.000	INTEREST AND DIVIDENDS	1,000.00		39,805.26	3,980.53
590-000.000-678.000	MISCELLANEOUS INCOME	7,500.00		20,750.39	276.67
TOTAL REVENUES		2,425,000.00		2,258,371.41	93.13
Expenditures					
527.000	SEWAGE DISPOSAL - GIWA O&M	863,000.00		819,257.84	94.93
527.001	SEWAGE DISPOSAL - GIWA DEBT SERVICE	243,000.00		192,985.92	79.42
554.000	METER SETS, REMOVALS & REPAIRS	86,800.00		74,010.09	85.27
556.000	CUSTOMER ACCOUNTING & COLLECT	90,300.00		90,648.58	100.39
557.000	ADMINISTRATION & OVERHEAD	289,800.00		236,049.78	81.45
557.172	ADMINISTRATION - CITY MANAGER	9,100.00		7,608.31	83.61
560.000	COLLECTION & TRANSMISSION	843,000.00		402,016.95	47.69
TOTAL EXPENDITURES		2,425,000.00		1,822,577.47	75.16
Fund 590 - SEWER FUND:					
TOTAL REVENUES		2,425,000.00		2,258,371.41	93.13
TOTAL EXPENDITURES		2,425,000.00		1,822,577.47	75.16
NET OF REVENUES & EXPENDITURES		0.00		435,793.94	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
 PERIOD ENDING 05/31/2024  
 % Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BGD USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 591 - WATER FUND					
Revenues					
591-000.000-530.000	FEDERAL GRANTS	1,000,000.00		724,070.01	72.41
591-000.000-540.000	STATE GRANTS	500.00		0.00	0.00
591-000.000-602.000	WATER CHARGES	2,220,000.00	1,998,202.33		90.01
591-000.000-613.000	TURN ON/OFF FEES	30,000.00	25,361.53		84.54
591-000.000-615.000	UTILITY BILL PENALTIES	32,000.00	31,265.01		97.70
591-000.000-616.000	NSF FEE	1,500.00	2,265.00		151.00
591-000.000-618.000	GARBAGE CHARGES	393,000.00	357,041.28		90.85
591-000.000-620.000	GARBAGE TAGS	500.00	183.00		36.60
591-000.000-665.000	INTEREST AND DIVIDENDS	500.00	37,335.24		7,467.05
591-000.000-678.000	MISCELLANEOUS INCOME	0.00	7,181.01		100.00
TOTAL REVENUES		3,678,000.00	3,182,904.41		86.54
Expenditures					
521.000	GARBAGE COLLECTION	396,000.00	360,073.61		90.93
550.000	WELLS	500.00	36.50		7.30
551.000	PUMPING	341,000.00	244,138.22		71.59
553.000	TRANSMISSION AND DISTRIBUTION	702,500.00	417,480.43		59.43
553.001	TRANSMISSION AND DIST - WATER BREAKS	98,100.00	25,098.40		25.58
553.003	SERVICE LINES	1,079,900.00	787,628.35		72.94
554.000	METER SETS, REMOVALS & REPAIRS	88,100.00	76,931.10		87.32
556.000	CUSTOMER ACCOUNTING & COLLECT	91,400.00	94,332.52		103.21
557.000	ADMINISTRATION & OVERHEAD	871,400.00	670,953.50		77.00
557.172	ADMINISTRATION - CITY MANAGER	9,100.00	7,608.55		83.61
TOTAL EXPENDITURES		3,678,000.00	2,684,281.18		72.98
Fund 591 - WATER FUND:					
TOTAL REVENUES		3,678,000.00	3,182,904.41		86.54
TOTAL EXPENDITURES		3,678,000.00	2,684,281.18		72.98
NET OF REVENUES & EXPENDITURES		0.00	498,623.23		100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
 PERIOD ENDING 05/31/2024  
 % Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 593 - CIVIC CENTER					
Revenues					
593-000.000-402.000	CURRENT PROPERTY TAXES	105,300.00		106,994.50	101.61
593-000.000-410.000	PERSONAL PROPERTY TAX	200.00		0.00	0.00
593-000.000-432.000	PAYMENTS IN LIEU OF TAXES	300.00		0.00	0.00
593-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	500.00		1,754.74	350.95
593-000.000-642.004	SALES - CONCESSION	30,000.00		28,098.00	93.66
593-000.000-647.001	SALES - CANDY MACHINE	1,800.00		2,061.55	114.53
593-000.000-647.003	SALES - JUKEBOX/ARCADE	1,000.00		1,925.00	192.50
593-000.000-651.000	USE AND ADMISSION FEES - OPEN SKATING	40,000.00		43,518.00	108.80
593-000.000-651.001	SKATE SHARPENING	1,900.00		2,403.00	126.47
593-000.000-651.002	USE AND ADMISSION FEES - OTHER	0.00		318.00	100.00
593-000.000-651.006	WELL WATER USE FEE	0.00		350.00	100.00
593-000.000-665.000	INTEREST AND DIVIDENDS	0.00		24.21	100.00
593-000.000-667.000	RENT - ICE (OTHER)	7,000.00		11,265.00	160.93
593-000.000-667.001	RENT - NON-ICE	4,000.00		7,756.00	193.90
593-000.000-667.002	RENT - POLAR BEARS - ICE	40,000.00		32,344.50	80.86
593-000.000-667.003	RENT - SKATES	10,000.00		10,494.00	104.94
593-000.000-667.004	RENT - ICE CRYSTALS - ICE	20,000.00		20,455.00	102.28
593-000.000-674.000	CONTRIBUTIONS AND DONATION	0.00		5,333.00	100.00
593-000.000-677.000	ADVERTISING REVENUES	1,000.00		15,455.74	1,545.57
593-000.000-698.000	INSURANCE CLAIMS RECEIVED	0.00		3,500.00	100.00
TOTAL REVENUES		263,000.00		294,050.24	111.81
Expenditures					
805.000	CIVIC CENTER	348,000.00		332,905.88	95.66
TOTAL EXPENDITURES		348,000.00		332,905.88	95.66
Fund 593 - CIVIC CENTER:					
TOTAL REVENUES		263,000.00		294,050.24	111.81
TOTAL EXPENDITURES		348,000.00		332,905.88	95.66
NET OF REVENUES & EXPENDITURES		(85,000.00)		(38,855.64)	45.71

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
 PERIOD ENDING 05/31/2024  
 % Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	05/31/2024 (ABNORMAL)	
Fund 661 - EQUIPMENT FUND					
Revenues					
661-000.000-644.000	EQUIPMENT RENTAL	828,000.00		521,593.96	62.99
661-000.000-665.000	INTEREST AND DIVIDENDS	0.00		46,082.95	100.00
661-000.000-678.000	MISCELLANEOUS INCOME	0.00		3,597.50	100.00
661-000.000-679.000	GRANTS - OTHER	0.00		25,000.00	100.00
661-000.000-693.000	SALE OF CAPITAL ASSETS	0.00		62,622.00	100.00
661-000.000-698.000	INSURANCE CLAIMS RECEIVED	0.00		51,000.00	100.00
TOTAL REVENUES		828,000.00		709,896.41	85.74
Expenditures					
525.000	DIRECT EQUIPMENT EXPENSE	342,000.00		263,929.37	77.17
557.000	ADMINISTRATION & OVERHEAD	482,000.00		391,493.27	81.22
557.172	ADMINISTRATION - CITY MANAGER	4,000.00		2,535.98	63.40
TOTAL EXPENDITURES		828,000.00		657,958.62	79.46
Fund 661 - EQUIPMENT FUND:					
TOTAL REVENUES		828,000.00		709,896.41	85.74
TOTAL EXPENDITURES		828,000.00		657,958.62	79.46
NET OF REVENUES & EXPENDITURES		0.00		51,937.79	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD  
PERIOD ENDING 05/31/2024  
% Fiscal Year Completed: 91.80

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			05/31/2024	NORMAL (ABNORMAL)	
TOTAL REVENUES - ALL FUNDS		14,851,100.00	13,388,844.10		90.15
TOTAL EXPENDITURES - ALL FUNDS		17,187,000.00	12,498,280.23		72.72
NET OF REVENUES & EXPENDITURES		(2,335,900.00)	890,563.87		38.13



CASH SUMMARY BY ACCOUNT FOR CITY OF IRONWOOD  
 FROM 05/01/2024 TO 05/31/2024  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2024	Total Debits	Total Credits	Ending Balance 05/31/2024
Fund 101	GENERAL FUND				
001.000	CASH - CHECKING	962,253.25	520,360.02	743,545.93	739,067.34
001.005	CASH - CHECKING - FIRE INSURANCE	22,276.59	151.94	75.97	22,352.56
017.000	INVESTMENTS - MI CLASS	3,755,462.40	34,348.54	17,174.27	3,772,636.67
	GENERAL FUND	<u>4,739,992.24</u>	<u>554,860.50</u>	<u>760,796.17</u>	<u>4,534,056.57</u>
Fund 202	MAJOR STREET FUND				
001.000	CASH - CHECKING	646,534.67	64,377.39	48,333.93	662,578.13
Fund 203	LOCAL STREET FUND				
001.000	CASH - CHECKING	20,517.26	31,427.28	24,159.29	27,785.25
Fund 209	CEMETERY FUND				
017.000	INVESTMENTS - MI CLASS	545,106.37	4,985.72	2,492.86	547,599.23
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY				
001.000	CASH - CHECKING	39,683.43	2,754.49	212.67	42,225.25
Fund 271	LIBRARY FUND				
001.000	CASH - CHECKING	97,986.64	12,406.32	26,780.69	83,612.27
017.271	INVESTMENTS - MI CLASS - ANNUAL	149,677.87	1,368.98	684.49	150,362.36
017.272	INVESTMENTS - MI CLASS - BUILDING	21,091.39	192.94	96.47	21,187.86
	LIBRARY FUND	<u>268,755.90</u>	<u>13,968.24</u>	<u>27,561.65</u>	<u>255,162.49</u>
Fund 273	NEIGHBORHOOD ENHANCEMENT PROGRAM				
001.000	CASH - CHECKING	0.00	5,186.00	0.00	5,186.00
Fund 352	2015 STREET BOND DEBT SERVICE FUND				
001.000	CASH - CHECKING	159,612.54	21,496.74	544.46	180,564.82
Fund 353	MEMORIAL BUILDING DEBT SERVICE FUND				
001.000	CASH - CHECKING	3,953.86	26.94	13.47	3,967.33
Fund 590	SEWER FUND				
001.000	CASH - CHECKING	388,264.92	208,601.01	149,965.89	446,900.04
006.018	SEWER REDEMPTION (1,2,3,4)	200,049.61	330.42	156,835.21	43,544.82
006.019	SEWER RESERVE (1,2,3,4)	267,241.90	1,823.30	911.65	268,153.55
017.000	INVESTMENTS - MI CLASS	545,444.65	4,988.82	2,494.41	547,939.06
	SEWER FUND	<u>1,401,001.08</u>	<u>215,743.55</u>	<u>310,207.16</u>	<u>1,306,537.47</u>
Fund 591	WATER FUND				
001.000	CASH - CHECKING	585,218.28	443,326.57	464,468.80	564,076.05
001.011	WATER SUPPLY SYSTEM CONSTRUCTION	874.39	238,001.16	238,291.22	584.33
006.015	WATER REDEMPTION (1,2,3,4)	378,966.25	1,553.06	157,156.53	223,362.78
006.016	WATER RESERVE (1,2,3,4)	358,269.37	2,444.24	1,222.12	359,491.49
017.000	INVESTMENTS - MI CLASS	516,566.91	4,724.66	2,362.33	518,929.24
	WATER FUND	<u>1,839,895.20</u>	<u>690,049.69</u>	<u>863,501.00</u>	<u>1,666,443.89</u>
Fund 593	CIVIC CENTER				
001.000	CASH - CHECKING	167,969.61	15,124.91	16,084.82	167,009.70
Fund 661	EQUIPMENT FUND				
001.000	CASH - CHECKING	423,574.14	38,492.99	331,829.48	130,237.65
017.000	INVESTMENTS - MI CLASS	535,233.19	4,895.34	2,447.67	537,680.86
	EQUIPMENT FUND	<u>958,807.33</u>	<u>43,388.33</u>	<u>334,277.15</u>	<u>667,918.51</u>
Fund 703	CURRENT TAX COLLECTION FUND				
001.000	CASH - CHECKING	13,553.77	85.48	65.39	13,573.86

CASH SUMMARY BY ACCOUNT FOR CITY OF IRONWOOD  
FROM 05/01/2024 TO 05/31/2024  
FUND: ALL FUNDS  
CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2024	Total Debits	Total Credits	Ending Balance 05/31/2024
Fund 732 001.000	POLICE & FIREMEN'S RETIREMENT CASH - CHECKING	271,531.18	64,397.03	41,725.91	294,202.30
Fund 736 001.000	PUBLIC EMPLOYEE HEALTH CARE FUND CASH - CHECKING	1,171.83	12,727.06	13,898.89	0.00
	TOTAL - ALL FUNDS	<u>11,078,086.27</u>	<u>1,740,599.35</u>	<u>2,443,874.82</u>	<u>10,374,810.80</u>

Check Date	Check	Vendor Name	Description	Amount
Bank RIVER RIVER VALL				
05/03/2024	148938	44 NORTH	HRA,FSA&COBRA BUNDLED FEES-APR	920.00
05/03/2024	148939	AMANDA OLIVIA CLARK	WEBSITE DESIGN&SOCIAL MEDIA-LIBRARY	756.50
			WEBSITE DESIGN&SOCIAL MEDIA-LIBRARY	637.50
				<u>1,394.00</u>
05/03/2024	148940	AMAZON CAPITAL SERVICES	SUPPLIES	89.50
05/03/2024	148941	AMERICAN LEGION POST 5	MEMORIAL DAY ANNUAL APPROPRIATION	600.00
05/03/2024	148942	AUTO VALUE IRONWOOD	MAINT PARTS	103.48
05/03/2024	148943	BAKER & TAYLOR BOOKS INC	BOOKS - LIBRARY	110.36
			BOOKS - LIBRARY	173.73
			BOOKS - LIBRARY	101.98
			BOOKS - LIBRARY	133.52
				<u>519.59</u>
05/03/2024	148944	BESSEMER SMALL ENGINE	SHOVELING - LIBRARY	405.00
05/03/2024	148945	BIRCH PLEASE LLC	PROGRAM SUPPLIES - LIBRARY	50.00
05/03/2024	148946	BS&A SOFTWARE, INC.	ANNUAL SOFTWARE SUPPORT	6,276.00
05/03/2024	148947	CASEY LABESKE	REFUND SEC DEPOSIT	50.00
05/03/2024	148948	CENGAGE LEARNING, INC/GALE	BOOKS LIBRARY	24.04
05/03/2024	148949	CHARTER COMMUNICATIONS	TELEPHONE	322.30
05/03/2024	148950	CHARTER COMMUNICATIONS	PHONE - LIBRARY	59.97
05/03/2024	148951	CHICAGO IRON AND SUPPLIES, INC	MAINT PART	290.54
05/03/2024	148952	CHIEF OIL CO	HEATING OIL-CEM	429.00
05/03/2024	148953	COLEMAN ENGINEERING CO	2025 MDOT SMALL URBAN FEB25-MAR23,24	660.00
05/03/2024	148954	COLEMAN ENGINEERING CO	CIVIC CTR PARKING LOT SURVEY	1,100.00
05/03/2024	148955	COLEMAN ENGINEERING CO	PHASE 5 DWSRF WTR PRJ-FEB25-MAR23,24	13,623.25
05/03/2024	148956	COLEMAN ENGINEERING CO	'24 ST IMPROVEMENT PRJ-CLEMENS ST	1,080.00
05/03/2024	148957	COLEMAN ENGINEERING CO	LEAD SERVICE LINE PRJ FEB25-MAR23, 24	15,449.50
05/03/2024	148958	COLEMAN ENGINEERING CO	PHASE 5 DWSRF WTR PRJ-MAR24-APR20,24	24,003.00
05/03/2024	148959	COLEMAN ENGINEERING CO	LEAD SERVICE LINE PRJ FEB25-MAR23, 24	14,649.00
05/03/2024	148960	COLEMAN ENGINEERING CO	2025 MDOT SMALL URBAN MAR24-APR20,24	14,332.50
05/03/2024	148961	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MX3070NU	179.81
05/03/2024	148962	DAILY GLOBE	ADV - DRAMA CLUB - LIBRARY	84.00
05/03/2024	148963	DAILY GLOBE	CLASSIFIED ADV-NOV&DEC	358.60
05/03/2024	148964	DEAN LAW OFFICE, P.C.	LEGAL SERVICES	2,689.00
05/03/2024	148965	DENNIS HEWITT	MILEAGE - APRIL	83.08
05/03/2024	148966	DEROSSO, DEVON	MEAL REIMBURSEMENT	5.00
05/03/2024	148967	DWD ENTERPRISES OF EAU CLAIRE, LLC	MAINT PARTS	81.00
05/03/2024	148968	GOGEBIC COUNTY TRANSIT	TRANSPORTATION - LIBRARY	27.00
05/03/2024	148969	GTE CONSTRUCTION TECH. CO.	WATER BLDG LIGHTING PROJECT-DPW	4,600.00
05/03/2024	148970	IRONWOOD WATER & SEWER UTIL	UTILITIES	52.70
05/03/2024	148971	JAKE'S EXCAVATING & LANDSCAPING LLC	LEAD SERVICE LINE REPLACEMENT PRJ	38,631.83
05/03/2024	148972	KURT MYERS	MEAL REIMBURSEMENT	15.00
05/03/2024	148973	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES	105.70
05/03/2024	148974	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICE	212.50
			CUSTODIAL SERVICE	229.50
			CUSTODIAL SERVICES - LIBRARY	136.00
			CUSTODIAL SERVICES - LIBRARY	153.00
			CUSTODIAL SERVICES - LIBRARY	153.00
				<u>884.00</u>
05/03/2024	148975	MONROE TRUCK EQUIPMENT, INC	LIGHTING,LIFT GATE,FORKLIFT&RACK#35	10,259.00
05/03/2024	148976	NASI CONSTRUCTION LLC	TORSION SPRINGS - PSD BLDG	1,708.25

Check Date	Check	Vendor Name	Description	Amount
05/03/2024	148977	OREILLY AUTO PARTS	MAINT PARTS	12.16
			MAINT PARTS	24.31
			MAINT PARTS	15.27
			MAINT PARTS	10.32
				<u>62.06</u>
05/03/2024	148978	QUILL CORP	SUPPLIES - LIBRARY	190.33
05/03/2024	148979	RAMME'S AUTO SALVAGE	MAINT PART	30.00
05/03/2024	148980	RYON LIST	REFUND SEC DEPOSIT	50.00
05/03/2024	148981	SUPERIORLAND LIBRARY	DELL OPTIPLEX COMPUTER-LIBRARY	775.00
05/03/2024	148982	SUPERIORLAND LIBRARY	23/241ST 50% ST AID-LIBRARY	1,337.23
05/03/2024	148983	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE KYOCERA-CLERK'S	402.98
05/03/2024	148984	U.S. BANK EQUIPMENT FINANCE	COPIER CONTRACT MX3070NU-LIBRARY	112.94
05/03/2024	148985	U.S. BANK EQUIPMENT FINANCE	COPIER CONTRACT MX3070NU-LIBRARY	102.67
05/03/2024	148986	XCEL ENERGY	UTILITIES	78.57
			UTILITIES	4,899.45
				<u>4,978.02</u>
05/03/2024	148987	XCEL ENERGY	UTILITIES	1,610.16
05/07/2024	148988	POSTMASTER - IRONWOOD	POSTAGE	102.02
			POSTAGE	102.03
				<u>204.05</u>
05/10/2024	148989	POSTMASTER - IRONWOOD	POSTAGE	131.34
			POSTAGE	131.34
				<u>262.68</u>
05/10/2024	148990	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	54.88
05/10/2024	148991	AMAZON CAPITAL SERVICES	SUPPLIES	116.90
			SIGNAGE - CEMETERY	75.04
				<u>191.94</u>
05/10/2024	148992	APEX SOFTWARE	RENEWAL SKETCHING SOFTWARE	375.00
05/10/2024	148993	AUTO VALUE IRONWOOD	BRAKES&CALIPERS&CORE-TAHOE	156.36
			CALIPER&CORE-TAHOE	125.72
			SAWZALL - DPW	196.67
			CREDIT FOR CALIPER CORES	(123.46)
				<u>355.29</u>
05/10/2024	148994	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	225.21
			BOOKS LIBRARY	154.47
				<u>379.68</u>
05/10/2024	148995	BESSEMER SMALL ENGINE	SHOVELING - LIBRARY	90.00
05/10/2024	148996	BRANDON SNYDER	TRAVEL EXPS-REVIEW FIRETRUCK BUILD	80.00
05/10/2024	148997	BROADWAY AUTOMOTIVE	OIL CHANGE&TIRE ROTATE-'20 RAM 1500	80.00
05/10/2024	148998	CHARTER COMMUNICATIONS	PHONE & INTERNET - PUMP STN	308.51
05/10/2024	148999	CHARTER COMMUNICATIONS	PHONE, INTERNET & TV - PSD	654.04
05/10/2024	149000	CHARTER COMMUNICATIONS	PHONE & INTERNET - DPW	231.36
05/10/2024	149001	COMMUNITY MENTAL HEALTH	UB refund for account: SUTS-000616-0000-	64.31

CHECK REGISTER FOR CITY OF IRONWOOD  
CHECK DATE FROM 05/01/2024 - 05/31/2024

Check Date	Check	Vendor Name	Description	Amount
05/10/2024	149002	COMPUTER DOCTORS	SCADA ANTENNA WATER IN CONNECTION DPW BACKUP UPDATE INSTALLATION INTERNET SERVICE SLOW-PUMP STN	90.00 60.00 340.72 <u>490.72</u>
05/10/2024	149003	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MX3051-PSD	333.12
05/10/2024	149004	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT MXM364N	525.85
05/10/2024	149005	CORE & MAIN LP	100 - 5/8" IPERL METERS 100' COPPER & WTR REPAIR CLAMPS	16,000.00 4,725.27 <u>20,725.27</u>
05/10/2024	149006	DEROSSO, DEVON	TRAVEL EXPS- S-4&D-4 WATER TESTING	80.00
05/10/2024	149007	ELAN FINANCIAL SERVICES	CERDIT CARD PAYMENT	2,910.03
05/10/2024	149008	ESCHMANN, JOEL	UB refund for account: COOW-000116-0000-	258.36
05/10/2024	149009	FLOCK GROUP INC	LICENSE PLATE RECOGNITION CAMERA	3,150.00
05/10/2024	149010	G.T.C. AUTO PARTS INC	PAINT & HARDENER #24 GREASE, BRAKE CLEANER&BULB BRAKE CLEANER SPARK PLUGS & WIRES #15	392.80 316.15 3.65 146.12 <u>858.72</u>
05/10/2024	149011	GALLS, LLC	6" SHIELD QUIK-PIN DAMMITS 6-PKG - PSD 3-WINDOW PUNCH	124.00 40.32 73.53 <u>237.85</u>
05/10/2024	149012	GALLS, LLC	4-LIFE SAVING COMMENDATION BARS	73.60
05/10/2024	149013	GOGEBIC RANGE SOLID WASTE	MOTORIZED TRAIL CLEAN UP DISPOSAL	20.30
05/10/2024	149014	GTE CONSTRUCTION TECH. CO.	DPW GARAGE DOORS PROJECT	315.00
05/10/2024	149015	HARJU PORTA POTTIES, LLC	DELIVERY OF PORTAPOTTIES	340.00
05/10/2024	149016	HAWKINS, INC	CHLORINE & LPC-AM-PUMP STN	5,300.03
05/10/2024	149017	IRONWOOD WATER & SEWER UTIL	MARS-213-01 MCLW-123-01 CLEM-205-01	819.84 901.49 158.88 <u>1,880.21</u>
05/10/2024	149018	KELLEY, GARY	UB refund for account: PARK-000118-0000-	250.04
05/10/2024	149019	KWIK TRIP INC	GAS USAGE - DPW GAS USAGE - PSD	2,125.69 1,440.78 <u>3,566.47</u>
05/10/2024	149020	LAHTI TOWING & SALES, INC	TOW HYUNDAI TO IPSD	125.00
05/10/2024	149021	LAKELAND LAWN & EQUIPMENT INC	AGRA FAB PARTS - CEMETERY	510.76
05/10/2024	149022	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES -PARKS	980.55
05/10/2024	149023	MACPHEE, TOBIAS	TRAVEL EXPS-REVIEW FIRETRUCK BUILD	80.00
05/10/2024	149024	MASSOGLIA, CRYSTAL	UB refund for account: NORS-000117-0000-	359.83
05/10/2024	149025	MI ASSOC OF CHIEFS OF POLICE	MEMBERSHIP-ANDREW DIGIORGIO	115.00
05/10/2024	149026	NEIL CORCORAN	PIL INSURANCE - MAY 2024	464.28
05/10/2024	149027	NORTH STAR BEVERAGE CO INC	60 CASES OF WATER FLUSHING	255.00
05/10/2024	149028	OREILLY AUTO PARTS	TAIL LIGHT - #14 MAINT PARTS MAINT PARTS TAHOE CREDIT RETURN-SPEAKERS #23	40.12 97.09 23.21 (6.00)

Check Date	Check	Vendor Name	Description	Amount
			RETURN CREDIT ANTENNA	(9.43)
				<u>144.99</u>
05/10/2024	149029	QUILL CORP	OFFICE SUPPLIES-PSD	128.14
			2-FILE CABINETS - PSD	526.48
			CUSTODIAL SUPPLIES - PSD	14.95
			CUSTODIAL SUPPLIES - PSD	105.11
				<u>774.68</u>
05/10/2024	149030	R.E.D. RICHARDS CONST., INC.	WATER METER READING-APR	2,444.20
05/10/2024	149031	RANGE CORP	MISS DIG SERVICES	118.00
05/10/2024	149032	REPUBLIC SERVICES #645	DUMPSTERS-205 CLEMENS ST-DPW	289.54
05/10/2024	149033	REPUBLIC SERVICES #645	DUMPSTER-213 S MARQUETTE ST	162.86
05/10/2024	149034	REPUBLIC SERVICES #645	RESIDENTIAL GARB&RECYCLING-APR	32,770.88
05/10/2024	149035	REPUBLIC SERVICES #645	DUMPSTER - N11452 PUMP STN	41.19
05/10/2024	149036	REPUBLIC SERVICES #645	GARBAGE&RECYCLING-235 E AURORA-LIBR	31.37
05/10/2024	149037	REPUBLIC SERVICES #645	DUMPSTER 690 W CLOVERLAND-CURRY PRK	95.48
05/10/2024	149038	REPUBLIC SERVICES #645	DUMPSTER -318 HOUK-RANDA FIELD	110.48
05/10/2024	149039	REPUBLIC SERVICES #645	NEW DUMPSTER RATE 06.01.24 - PSD	48.85
05/10/2024	149040	RUSSELL, JOY & CHRISTOPHER	UB refund for account: RIDE-000236-0000-	337.39
05/10/2024	149041	SHERYL NORMAN	PIL INSURANCE - MAY 2024	464.28
05/10/2024	149042	STATE OF MICHIGAN-MI ST POLICE	SOR - APRIL PSD	60.00
05/10/2024	149043	WEST, CHRISTINE	UB refund for account: MARS-000342-0000-	292.49
05/10/2024	149044	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
			WATER SAMPLE TESTING	30.00
				<u>110.00</u>
05/10/2024	149045	WUPM RADIO STATION	LIBRARY SENIOR SERVICES	100.00
05/10/2024	149046	XCEL ENERGY	STREET LIGHTS	6,901.54
05/10/2024	149047	ZIFKO'S TIRE & BATTERY SUPPLY	4 - TIRES - TAHOE	571.12
05/13/2024	149048	SANDY SHARP MARKETING, INC	22 STORYWALK SIGNS - LIBRARY	879.00
05/15/2024	149049	POSTMASTER - IRONWOOD	POSTAGE	129.32
			POSTAGE	129.32
				<u>258.64</u>
05/17/2024	149050	AMAZON CAPITAL SERVICES	SUPPLIES - CIVIC CTR	37.24
			WALL MOUNT KEY SAFE-CIVIC CTR	176.52
			6 - CASES PAPER	234.60
				<u>448.36</u>
05/17/2024	149051	AMERICAN FOREST MANAGEMENT INC	UB refund for account: CLOE-001801-0000-	363.52
05/17/2024	149052	CHARTER COMMUNICATIONS	PHONE, INTERNET & TV - CIVIC CTR	532.06
05/17/2024	149053	COORDINATED BUSINESS SYSTEMS, LTD	TONER CONTRACT- MXC303W	122.19
05/17/2024	149054	DAILY GLOBE	CABIN FEVER CRAFT ADV-CIVIC CTR	189.00
05/17/2024	149055	DISPLAY SALES	BANNER STRAPS & PIN	80.50
05/17/2024	149056	FASTENAL COMPANY	CONCRETE ANCHORS-BASKETBALL HOOPS	124.80
05/17/2024	149057	FORSLUND BLDG SUPPLY INC	SEALANT - CIVIC CTR	12.28
			PAINT BRUSH - CIVIC CTR	12.49
				<u>24.77</u>
05/17/2024	149058	FORSLUND BLDG SUPPLY INC	SUPPLIES - CIVIC CTR	8.78
05/17/2024	149059	JAKE'S EXCAVATING & LANDSCAPING LLC	SNOW PLOWING - CIVIC CTR	75.00
05/17/2024	149060	MILLER-BRADFORD & RISBERG, INC	2024 CASE 721G2 WHEEL LOADER #78	237,675.00
05/17/2024	149061	PAUL ANDERSON	MILEAGE TRAVEL EXPS	147.40

CHECK REGISTER FOR CITY OF IRONWOOD  
CHECK DATE FROM 05/01/2024 - 05/31/2024

Check Date	Check	Vendor Name	Description	Amount
05/17/2024	149062	REPUBLIC SERVICES #645	DUMPSTER - CIVIC CTR	25.92
05/17/2024	149063	SALVATION ARMY	UB refund for account: AYER-000239-0000-	282.85
05/17/2024	149064	STATE OF MICHIGAN	BOILER INSPECTION-CIVIC CTR	305.00
05/17/2024	149065	STATE OF MICHIGAN	SPECIAL LIQUOR LICENSE APPL-CIVIC C	50.00
05/17/2024	149066	VESTIS	FLOOR MATS - MEM BLDG	139.93
05/17/2024	149067	XCEL ENERGY	4972 JACKSON RD - CIVIC CTR	2,406.67
05/17/2024	149068	XCEL ENERGY	GROUP POWER BILL	9,631.17
05/22/2024	149069	POSTMASTER - IRONWOOD	POSTAGE	127.28
			POSTAGE	127.28
				<u>254.56</u>
05/23/2024	149070	AL'S COMPUTER SERVICE	CITY SQUARE CAMERA ISSUES	220.00
05/23/2024	149071	AMAZON CAPITAL SERVICES	PINK MARKING FLAGS	22.42
05/23/2024	149072	AUTO VALUE IRONWOOD	CALIPER W/BRACKET&CORE#13	188.40
05/23/2024	149073	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	250.28
			BOOKS LIBRARY	140.52
			BOOKS LIBRARY	484.80
				<u>875.60</u>
05/23/2024	149074	BLUE CARE NETWORK OF MICHIGAN	HOSPITALIZATION - JUNE	21,493.63
05/23/2024	149075	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - JUNE	8,366.60
05/23/2024	149076	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - JUNE	6,552.69
05/23/2024	149077	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - JUNE	6,042.91
05/23/2024	149078	BRANDON SNYDER	TRAVEL EXPS TASER INSTRUCTOR COURSE	67.00
05/23/2024	149079	CHARTER COMMUNICATIONS	WATER OFFICE	134.98
05/23/2024	149080	CORE & MAIN LP	NEW HDPE WATER LINE - CEMETERY	5,179.41
05/23/2024	149081	DAILY GLOBE	EQUIP OPR II-SWR CLASSIFIED ADV	97.20
			IRON KING PUBLIC HEARING	89.65
			GRADER BID ADV	89.65
			THREE TWINS SITE PLAN HEARING	89.65
			CONCRETE PLANT SITE PLAN HEARING	89.65
			JUST GROW HEARING	89.65
			316 HOUK C1 ZONING	89.65
			PENOKEE RD C1 ZONING	89.65
			METAL SIDING BIDS - DFW	89.65
				<u>814.40</u>
05/23/2024	149082	DAILY GLOBE	ADV - LIBRARY	21.00
05/23/2024	149083	DAILY GLOBE	COLOR ADV - LIBRARY	224.00
05/23/2024	149084	DAILY GLOBE	COMPOST SITE&SPRING CLEANUP-ADV	229.50
05/23/2024	149085	DELTA DENTAL OF MICHIGAN	DENTAL - JUNE	1,671.24
05/23/2024	149086	DEMCO, INC.	PROGRAM SUPPLIES-LIBRARY	370.66
			LABELS & BOOKMARKS - LIBRARY	53.91
				<u>424.57</u>
05/23/2024	149087	DISPLAY SALES	22-CUSTOM POLE BANNERS 18"X38"	1,870.00
05/23/2024	149088	ENERGENECS, INC	JESSIEVILLE BOOSTER RESET RUNTIME	337.50
05/23/2024	149089	FRANKLIN SALES & SERVICE	MAINT SUPPLIES PARKS	215.37
			NEW WEED EATER - PUMP STN	557.99
				<u>773.36</u>
05/23/2024	149090	G.T.C. AUTO PARTS INC	PAINT & BRUSHES #24	73.97
05/23/2024	149091	GARY HENDRICKSON	DEMO PRG GARAGE 102 W TAMARACK ST	800.00
05/23/2024	149092	HARJU PORTA POTTIES, LLC	PORTAPOTTIES-	215.00

Check Date	Check	Vendor Name	Description	Amount
05/23/2024	149093	HAWKINS, INC	VACUUM PUMP 3/8" 100PPD-#202 WELL DEMURRAGE CHRGS-CHLORINE CYLINDERS	919.78 100.00 <u>1,019.78</u>
05/23/2024	149094	HDR MICHIGAN, INC	PH2-FILTRATION PLANT-MAR31-MAY4,24	71,343.37
05/23/2024	149095	HDR MICHIGAN, INC	PH2-FILTRATION PLANT-DEC4,23-FEB24,24	36,251.54
05/23/2024	149096	HEART'S QUEST COACHING LLC	WELLNESS&HEALTH SPEAKER FEE-LIBRARY	150.00
05/23/2024	149097	IRON COUNTY MINER	328 COLOR POSTERS - LIBRARY	227.50
05/23/2024	149098	IRONWOOD WATER & SEWER UTIL	AURE-235-01 MARS-SD-01 MARS-SEW-01 MARS-PRKS-01 MARS-CEM-01	84.80 13.33 21.67 30.00 23.75 <u>173.55</u>
05/23/2024	149099	IRONWOOD-HURLEY ROTARY CLUB	DUES & MEALS JAN-MAR '24	98.00
05/23/2024	149100	JACK DOHENY SUPPLIES INC	MAINT PARTS PUSH CAMERA	248.52
05/23/2024	149101	KENDRICKS BORDEAU, P.C.	ACT 345 PLAN-LABOR/EMPLOYMENT-PSD	240.00
05/23/2024	149102	LUCAS, GEORGE	UB refund for account: FRAE-000149-0000-	395.54
05/23/2024	149103	MACQUEEN EQUIPMENT LLC	MAINT PARTS #84	798.86
05/23/2024	149104	MIDLAND SERVICES INCORPORATED	GRASS SEED - WINTER PLOWING FUEL OIL - PUMP STN	719.96 <u>1,149.54</u> 1,869.50
05/23/2024	149105	MORSE III, JACOB	UB refund for account: HEMN-000917-0000-	533.43
05/23/2024	149106	NASI CONSTRUCTION LLC	36"LIFT LIGHT CURTAIN&OPENER-DPW	8,886.00
05/23/2024	149107	OREILLY AUTO PARTS	MAINT PARTS - DPW V-BELT #111 COMPRESSOR VALVE COVER GASKET-#111 COMPRESSOR SPRAY BOTTLE&DEGREASER-DPW	289.24 42.86 14.88 18.12 <u>365.10</u>
05/23/2024	149108	PENCHURA, L.L.C.	HIAWATHA PARK PLAYGROUND EQUIP	150,895.00
05/23/2024	149109	POWERPLAN	SERVICE #84	1,885.66
05/23/2024	149110	RAPID GRAFIKS AND SIGNS	15"X48" 2 SIDED PLASTIC SIGN-COMPOST SIT	50.00
05/23/2024	149111	RAY CHRY DODGE JEEP RAM	'22 2500 RAM REG CAB PICKUP #11	48,385.03
05/23/2024	149112	RED POWER DIESEL SERVICE, INC	'99 PIERCE-TOWER 1-REPAIRS PSD	28,263.54
05/23/2024	149113	ROBERT TERVONEN	TRAVEL REIMBURSEMENT	588.24
05/23/2024	149114	ROVELSKY'S	#50 CHAIN CONNECTOR-#84	38.50
05/23/2024	149115	STARK, ALEXANDER & QUALLS, T	UB refund for account: MIDW-000329-0000-	516.71
05/23/2024	149116	STATE OF MICHIGAN - MDOT	VAN BUSKIRK CONST	4,673.88
05/23/2024	149117	STERICYCLE, INC	SHRED/PURGE OLD DOC-MEM BLDG	3,703.00
05/23/2024	149118	THE NEW YORK TIMES	BOOK REVIEW -#910686856-LIBRARY	26.00
05/23/2024	149119	TRACZYK, LISETTE	UB refund for account: CLOW-000503-0000-	210.23
05/23/2024	149120	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX3070NU-LIBRARY	112.94
05/23/2024	149121	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX3051 - PSD	135.88
05/23/2024	149122	VERIZON WIRELESS	CELL POHNE BILL	700.20
05/23/2024	149123	W&S REAL ESTATE HOLDINGS LLC	UB refund for account: LAKN-000507-0000-	4.48
05/23/2024	149124	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
05/23/2024	149125	XCEL ENERGY	219 E FREDERICK ST LIGHT	70.50
05/23/2024	149126	XCEL ENERGY	5788 OLD COUNTY RD	162.19
05/23/2024	149127	ZARNOTH BRUSH WORKS	POLY BRUSHES-KUBOTA	430.20
05/23/2024	149128	ZIFKO'S TIRE & BATTERY SUPPLY	1 TIRE #13	188.00
05/29/2024	149129	POSTMASTER - IRONWOOD	POSTAGE	131.95



Check Date	Check	Vendor Name	Description	Amount
			POSTAGE	131.95
				<u>263.90</u>
05/31/2024	149130	AMAZON CAPITAL SERVICES	TONER DPW WATER OFFICE OFFICE SUPPLIES - PSD	159.95 314.76
				<u>474.71</u>
05/31/2024	149131	ANN MARIE BATISTE	SENIOR PROGRAM - LIBRARY	350.00
05/31/2024	149132	ASPIRUS IRONWOOD HOSPITAL	CPR/AED - STAFF - LIBRARY	300.00
05/31/2024	149133	AVAYA COMMUNICATION-CIT	PHONE SYSTEM - MEM BLDG	252.00
05/31/2024	149134	CHARTER COMMUNICATIONS	PHONE CHARGES - MEM BLDG	322.30
05/31/2024	149135	COLLABORATIVE SUMMER LIBRARY PRGM	SUMMER POSTER - LIBRARY	103.12
05/31/2024	149136	COLLIGO GIS, INC	SANITARY FLOW METERS,WELLHEAD&PLAN	127.75
05/31/2024	149137	CORE & MAIN LP	WATER REPAIR CLAMPS BACK ORDERED NEW HDPE WATER LINE-CEMETER	783.60 841.24
				<u>1,624.84</u>
05/31/2024	149138	DEAN LAW OFFICE, P.C.	LEGAL SERVICES - APRIL	1,736.50
05/31/2024	149139	DENNIS HEWITT	MILEAGE - MAY	117.25
05/31/2024	149140	FORSLUND BLDG SUPPLY INC	PAINT - CIVIC CTR	45.99
05/31/2024	149141	GOGEBIC COUNTY ROAD COMMISSION	ANNUAL CULVERT ORDER	17,530.12
05/31/2024	149142	GOGEBIC-IRON WASTEWATER AUTH	WASTEWATER TREATMENT-MAY	92,022.16
05/31/2024	149143	HKGI	IRWD COMPREHENSIVE PLAN UPDATE	4,866.25
05/31/2024	149144	IRON COUNTY MINER	2500 ENVELOPES LOGO ONLY 2500 ENVELOPES WINDOW LOGO ONLY BUSINESS CARDS-A ZELLER 30 FIRST FRIDAY POSTERS 30 WILDER POSTERS ABANDONED VEHICLE STICKERS-PSD 10 RECEIPT BOOKS - PSD 200 PARKING VIOLATION TICKETS-PSD	290.00 315.00 49.00 47.00 49.00 106.80 139.00 48.00
				<u>1,043.80</u>
05/31/2024	149145	IRONWOOD TOWNSHIP	4972 JACKSON RD-CIVIC CTR	212.82
05/31/2024	149146	IRONWOOD WATER & SEWER UTIL	LOWN-118-01 DEPOT DAYO-230-01 LITTLE LEAGUE CLOW-690-01 CURRY PARK	152.44 84.80 238.76
				<u>476.00</u>
05/31/2024	149147	J & J BROADCASTING INC-WIMI	ADV & PROMOTION - LIBRARY	100.00
05/31/2024	149148	JAKE'S EXCAVATING & LANDSCAPING LLC	LEAD SERVICE LINE REPLACEMENT PRJ	101,981.09
05/31/2024	149149	KAREN GULLAN	IN-LIEU OF HEALTH INS-JUNE	436.60
05/31/2024	149150	KIWANIS CLUB OF IRONWOOD	QTRLY DUES APR-JUN- P ANDERSON	110.00
05/31/2024	149151	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES-MEM BLDG	211.40
05/31/2024	149152	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICES - PSD CUSTODIAL SERVICES - PSD CUSTODIAL SERVICES - PSD CUSTODIAL SERVICES - PSD CUSTODIAL SERVICES-MEM BLDG CUSTODIAL SERVICES-MEM BLDG CUSTODIAL SERVICES-MEM BLDG	85.00 85.00 85.00 85.00 212.50 229.50 212.50
				<u>994.50</u>
05/31/2024	149153	MIZELL, SUSAN	UB refund for account: RIDE-000232-0000-	206.82

Check Date	Check	Vendor Name	Description	Amount
05/31/2024	149154	MOOS, CHRISTOPHER & APRIL	UB refund for account: PABS-000732-0000-	301.41
05/31/2024	149155	POHL, AMANDA	UB refund for account: PARK-000226-0000-	404.54
05/31/2024	149156	PRINTING SYSTEMS, INC	5000 AP CHECKS	431.34
05/31/2024	149157	R.E.D. RICHARDS CONST., INC.	METER READING - MAY	2,661.35
05/31/2024	149158	SPECTRUM PRINTERS, INC	ELECTION VOTE TEST	45.00
05/31/2024	149159	SUGDEN, BUCK	UB refund for account: RIDW-000137-0000-	350.39
05/31/2024	149160	U P REGION OF LIBRARY	ANNUAL SOFTWARE SUBSCRIPTION-LIBRARY	167.84
05/31/2024	149161	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE KYOCERA-CLERK'S	405.60
05/31/2024	149162	VISU-SEWER, INC	REINSTATE LATERAL 506 N HEMLOCK	2,850.00
05/31/2024	149163	W S DARLEY & CO	2 - 30" FORCE AXES - PSD	714.30
05/31/2024	149164	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	30.00
			WATER SAMPLE TESTING	160.00
				<u>190.00</u>
05/31/2024	149165	XCEL ENERGY	DWNTWN STREET LIGHTS	165.10
05/31/2024	149166	XCEL ENERGY	110 N LOWELL - DEPOT	290.47
05/31/2024	149167	XCEL ENERGY	205 W AURORA - WELLS FARGO BLDG	113.92
05/31/2024	149168	XCEL ENERGY	105 W AURORA-CITY SQUARE	131.69
				<u>1,168,730.14</u>
RIVER TOTALS:				
Total of 231 Disbursements:				1,168,730.14
Bank RVWSC WATER SUPPLY SYSTEM CONSTRUCTION				
05/23/2024	500064	C.D. SMITH CONSTRUCTION, INC.	WATER TREATMENT PLANT PH 1-APR1-30,'24	184,917.50
05/23/2024	500065	HDR MICHIGAN, INC	FILTRATION/TREATMENT-MAR31-MAY4,24	53,373.14
				<u>238,290.64</u>
RVWSC TOTALS:				
Total of 2 Disbursements:				238,290.64
<hr/>				
REPORT TOTALS:				
Total of 233 Disbursements:				1,407,020.78

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
City of Ironwood

PROJECT:  
Curry Park Campground Electrical Upgrades  
2024

APPLICATION # 1  
PERIOD TO:  
PROJECT NOS:  
Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

FROM CONTRACTOR: Northland Electric DS Inc.

VIA ARCHITECT: OHM

CONTRACT DATE: 4/24/24

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	64,633.00
2. Net change by Change Orders-----	\$	5,977.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	70,610.00
4. TOTAL COMPLETED & STORED TO DATE-\$	\$	9,850.00

5. RETAINAGE:  
(Column G on Continuation Sheet)

a. \_\_\_\_\_ of Completed Work  
(Columns D+E on Continuation Sheet) \$ \_\_\_\_\_

b. \_\_\_\_\_ of Stored Material  
(Column F on Continuation Sheet) \$ \_\_\_\_\_


Total Retainage (Line 5a + 5b or  
Total in Column I of Continuation Sheet-----) \$ \_\_\_\_\_


6. TOTAL EARNED LESS RETAINAGE----- \$ 9,850.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)----- \$ \_\_\_\_\_

8. CURRENT PAYMENT DUE----- \$ 9,850.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$5,977.00	
Total approved this Month		
<b>TOTALS</b>	\$5,977.00	
<b>NET CHANGES by Change Order</b>		\$5,977.00

CONTRACTOR: Northland Electric DS Inc.  
By:  Date: June 13, 2024

State of: Michigan  
County of: Ontonagon  
Subscribed and sworn to before me this 13 day of Jun-24  
Notary Public:   
My Commission expires: 01/14/24  
WENDY S DEERWESTER  
Notary Public, State of Michigan  
County of Ontonagon  
My Commission Expires 01-14-2031  
Acting in the County of Ontonagon

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

Curry Park Campground Electrical Upgrades  
2024

APPLICATION NUMBER: 1  
APPLICATION DATE: 06/13/24  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage (If Variable Rate) %
			From Previous Application (D + E)	This Period		% (G/C)			
1	General Expenses/Bonds/Permit	3,200.00		2,850.00		2,850.00	89%	350.00	
2	State Electrical Plan Review	7,000.00		7,000.00		7,000.00	100%		
3	Pedestals	54,433.00						54,433.00	
4	Change Order #1	5,977.00						5,977.00	
5									
6									
7									
8									
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26									
27									
28									
SUBTOTALS PAGE 2		70,610.00		9,850.00		9,850.00	14%	60,760.00	



Date of Issuance: 6/5/2024  
 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: 6/24/2024  
 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 <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>2,721,786.50</u>	Original Contract Times: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> <div style="text-align: right;">days or dates</div>
<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>1</u> to No. <u>9</u> :  \$ <u>168,931.12</u>	<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order:  \$ <u>2,552,855.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> <div style="text-align: right;">days or dates</div>
<del>[Increase]</del> <del>[Decrease]</del> of this Change Order:  \$ <u>2,355.12</u>	<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order:  \$ <u>2,555,210.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 1, 2025</u> <div style="text-align: right;">days or dates</div>

RECOMMENDED:  
 By: *Alle Cd*  
 Title: Project Manager  
 Date: 6/12/2024

ACCEPTED:  
 By: \_\_\_\_\_  
 Title: Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: *[Signature]*  
 Title: Contractor (Authorized Signature)  
 Date: 6/16/24

Approved by Funding Agency (if applicable)

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

**City of Ironwood**  
**Lead Service Line Replacement**  
**CEC Project No. 221079**

				Revised Contract thru Change Order #9		Change Order #10		Revised Contract thru Change Order #10	
Item	Description	Unit	Unit Price	Qty	Total	Qty	Total	Qty	Total
1	Mobilization, Max. (5%)	LSUM	\$ 27,000.00	1	\$ 27,000.00		\$ -	1	\$ 27,000.00
2	Water Service Exploration Private Side at House	EA	\$ 400.00	40	\$ 16,000.00		\$ -	40	\$ 16,000.00
3	Water Service Exploration Public Side at Curb	EA	\$ 400.00	40	\$ 16,000.00		\$ -	40	\$ 16,000.00
4	1-inch Corporation Stop	EA	\$ 475.00	97	\$ 45,885.00		\$ -	97	\$ 45,885.00
5	1-inch Type K Copper Water Service Water Main to ROW (City Side)	LF	\$ 54.00	2,898	\$ 156,492.00		\$ -	2,898	\$ 156,492.00
6	1-inch Curb Stop and Box	EA	\$ 450.00	221	\$ 99,450.00		\$ -	221	\$ 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	\$ 115,500.00
10	Plumbing Permit Applications and Administration	EA	\$ 500.00	211	\$ 105,500.00		\$ -	211	\$ 105,500.00
11	Plumbing Permit Fees	EA	\$ 155.00	211	\$ 32,705.00		\$ -	211	\$ 32,705.00
12	Insulation Board, 2-inch	SFT	\$ 1.55	11,778.48	\$ 18,256.64		\$ -	11,778.48	\$ 18,256.64
13	Erosion Control, Silt Fence	FT	\$ 3.00	1,500	\$ 4,500.00		\$ -	1,500	\$ 4,500.00
14	Erosion Control, Inlet Protection, Fabric Drop	EA	\$ 55.00	170	\$ 9,350.00		\$ -	170	\$ 9,350.00
15	Special Backfill	CY	\$ 15.00	500	\$ 7,500.00		\$ -	500	\$ 7,500.00
16	Curb and Gutter, Rem	FT	\$ 5.00	1,545.60	\$ 7,728.00		\$ -	1,545.60	\$ 7,728.00
17	Sidewalk & Concrete Driveway, Rem	SYD	\$ 5.40	2,176.86	\$ 11,755.04		\$ -	2,176.86	\$ 11,755.04
18	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
20	Utility Exploration	EA	\$ 250.00	30	\$ 7,500.00		\$ -	30	\$ 7,500.00
21	Subbase, CIP	SYD	\$ 6.54	5,152	\$ 33,694.08		\$ -	5,152	\$ 33,694.08
22	Aggregate Base, 9-inch	SYD	\$ 7.30	5,502	\$ 40,164.60		\$ -	5,502	\$ 40,164.60
23	Aggregate Surface Course, 6-inch	SYD	\$ 5.70	2,300	\$ 13,110.00		\$ -	2,300	\$ 13,110.00
24	Curb and Gutter, Conc	FT	\$ 57.00	1,545.60	\$ 88,099.20		\$ -	1,545.60	\$ 88,099.20
25	Sidewalk Ramp, Conc, 4-inch	SFT	\$ 11.85	270	\$ 3,199.50		\$ -	270	\$ 3,199.50
26	Sidewalk, Con, 4-inch	SFT	\$ 10.98	2,176.86	\$ 23,901.92		\$ -	2,176.86	\$ 23,901.92
27	Driveway, Non-Reinf Concrete, 6-inch	SYD	\$ 85.55	437.37	\$ 37,417.17		\$ -	437.37	\$ 37,417.17
28	Driveway, Reinf Concrete, 6-inch	SYD	\$ 86.60	435.37	\$ 37,703.22		\$ -	435.37	\$ 37,703.22
29	HMA Pavement, MDT0 4EL	SYD	\$ 37.25	5,502	\$ 204,949.50		\$ -	5,502	\$ 204,949.50
30	Abandon Water Service	EA	\$ 300.00	96.60	\$ 28,980.00		\$ -	96.60	\$ 28,980.00
31	Lawn Restoration	SYD	\$ 2.00	37,950	\$ 75,900.00		\$ -	37,950	\$ 75,900.00
32	Replace Existing Storm Sewer	LF	\$ 35.00	250	\$ 8,750.00		\$ -	250	\$ 8,750.00
33	6-inch SDR 35 PVC Sewer Lateral	LF	\$ 40.00	4,752	\$ 190,080.00		\$ -	4,752	\$ 190,080.00
34	Record Drawings	EA	\$ 250.00	210	\$ 52,500.00		\$ -	210	\$ 52,500.00
35	Rock Excavation	CYD	\$ 40.00	300	\$ 12,000.00		\$ -	300	\$ 12,000.00
36	Topsoil (4-inch thick)	SYD	\$ 2.85	37,950	\$ 108,157.50		\$ -	37,950	\$ 108,157.50
37	Temporary Water to Commercial Establishment	EA	\$ 550.00	25	\$ 13,750.00		\$ -	25	\$ 13,750.00
38	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
47	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	Replace Existing Curb Box	EA	\$ 200.00	25	\$ 5,000.00		\$ -	25	\$ 5,000.00
54	210 W Ayer St Interior	LSUM	\$ 131.25	1	\$ 131.25		\$ -	1	\$ 131.25
55	1124 Celia St Interior	LSUM	\$ 189.00	1	\$ 189.00		\$ -	1	\$ 189.00
56	132 N Marquette St Interior	LSUM	\$ 84.00	1	\$ 84.00		\$ -	1	\$ 84.00
57	1037 E Sutherland Ave Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
58	132 Smith St Interior	LSUM	\$ 126.00	1	\$ 126.00		\$ -	1	\$ 126.00
59	209 Alfred Wright Blvd Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
60	624 E McLeod Ave Interior	LSUM	\$ 183.75	1	\$ 183.75		\$ -	1	\$ 183.75
61	737 E Ayer St Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
62	121 W Gogebic St Interior	LSUM	\$ 252.00	1	\$ 252.00		\$ -	1	\$ 252.00
63	413 N Lowell St Interior	LSUM	\$ 231.00	1	\$ 231.00		\$ -	1	\$ 231.00
64	716 E Ayer St Interior	LSUM	\$ 68.25	1	\$ 68.25		\$ -	1	\$ 68.25
65	311 W Norrie St Interior	LSUM	\$ 126.00	1	\$ 126.00		\$ -	1	\$ 126.00
66	102 E Pewabic Interior	LSUM	\$ 115.50	1	\$ 115.50		\$ -	1	\$ 115.50
67	606 N Lake St Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
68	104 Norrie St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
69	146 W Birch St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
70	606 Wilson Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
71	301 W Oak St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
72	114 Norrie St Interior	LSUM	\$ 288.75	1	\$ 288.75		\$ -	1	\$ 288.75
73	914 E Ayer St Interior	LSUM	\$ 131.25	1	\$ 131.25		\$ -	1	\$ 131.25
74	502 N Curry St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
75	921 E Ayer St Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
76	102 E Gogebic St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
77	123 W Oak St Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
78	112 Bonnie Rd Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50

Item	Description	Unit	Unit Price	Qty	Total	Qty	Total	Qty	Total
79	31 Newport Heights S Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
80	1133 Old County Rd Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
81	33 Newport Heights S Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
82	317 W Oak St Interior	LSUM	\$ 357.00	1	\$ 357.00		\$ -	1	\$ 357.00
83	110 N Mansfield St Interior	LSUM	\$ 141.75	1	\$ 141.75		\$ -	1	\$ 141.75
84	HDPE Water Line, 1-Inch	FT	\$ 18.50	725	\$ 13,412.50		\$ -	725	\$ 13,412.50
85	HDPE Water Line, 2-Inch	FT	\$ 20.00	810	\$ 16,200.00		\$ -	810	\$ 16,200.00
86	Interior Plumbing Connection, 2-Inch	EA	\$ 3,500.00	1	\$ 3,500.00		\$ -	1	\$ 3,500.00
87	Water Utility Connection	EA	\$ 1,750.00	9	\$ 15,750.00		\$ -	9	\$ 15,750.00
88	Unthreaded Jug Filler	EA	\$ 1,850.00	1	\$ 1,850.00		\$ -	1	\$ 1,850.00
89	Potable Water Tower, Foundation & Signage	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -	1	\$ 6,000.00
90	Non-Potable Water Tower, Foundation & Signage	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -	1	\$ 6,000.00
91	Connect to Exiting PRV Vault	EA	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00
92	511 N Curry St Interior	LSUM	\$ 105.00	1	\$ 105.00		\$ -	1	\$ 105.00
93	106 S Curry St Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
94	213 S Curry St Interior	LSUM	\$ 262.50	1	\$ 262.50		\$ -	1	\$ 262.50
95	500 N Hemlock St Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
96	223 S Curry St Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
97	710 Hill St Interior	LSUM	\$ 115.50	1	\$ 115.50		\$ -	1	\$ 115.50
98	410 Vaughn St Interior	LSUM	\$ 157.50	1	\$ 157.50		\$ -	1	\$ 157.50
99	520 N Lowell St Interior	LSUM	\$ 141.75	1	\$ 141.75		\$ -	1	\$ 141.75
100	232 S Curry St Interior	LSUM	\$ 210.00	1	\$ 210.00		\$ -	1	\$ 210.00
101	128 S Curry St Interior	LSUM	\$ 262.50	1	\$ 262.50		\$ -	1	\$ 262.50
102	517 Kenndy St Interior	LSUM	\$ 252.00	1	\$ 252.00		\$ -	1	\$ 252.00
103	210 S Curry St Interior	LSUM	\$ 330.75	1	\$ 330.75		\$ -	1	\$ 330.75
104	Curry Park Additional Items of Work	LSUM	\$ 1,620.12		\$ -	1	\$ 1,620.12	1	\$ 1,620.12
105	105 Taconite St Interior	LSUM	\$ 105.00		\$ -	1	\$ 105.00	1	\$ 105.00
106	120 W Gogebic St Interior	LSUM	\$ 157.50		\$ -	1	\$ 157.50	1	\$ 157.50
107	218 S Mansfield St Interior	LSUM	\$ 157.50		\$ -	1	\$ 157.50	1	\$ 157.50
108	109 Taylor St Interior	LSUM	\$ 157.50		\$ -	1	\$ 157.50	1	\$ 157.50
109	117 N Hemlock St Interior	LSUM	\$ 157.50		\$ -	1	\$ 157.50	1	\$ 157.50
					\$ 2,552,855.38	\$ 2,355.12	\$ 2,555,210.50		

**Contractor's Application for Payment No.**

8

Application Period: 5/5/24 - 6/1/24		Application Date: 6/24/2024
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  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		\$285,948.72
2	\$463.50	
3	\$9,780.00	
4	\$1,821.75	
5	\$1,102.50	
6	\$525.00	
7	\$1,286.25	
8	\$99,571.10	
9	\$2,467.50	
10	\$2,355.12	
<b>TOTALS</b>	\$119,372.72	\$285,948.72
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>-\$166,576.00</b>	

1. ORIGINAL CONTRACT PRICE.....	\$	\$2,721,786.50
2. Net change by Change Orders.....	\$	-\$166,576.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,555,210.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$776,824.68
5. RETAINAGE:		
a. 5% X \$776,824.68 Work Completed.....	\$	\$38,841.23
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$38,841.23
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$737,983.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$570,619.90
8. AMOUNT DUE THIS APPLICATION.....	\$	\$167,363.55
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$1,817,227.05

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:



Date:

6/10/24

Payment of: \$167,363.55  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  6/12/2024  
(Engineer) (Date)

Payment of: \$167,363.55  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



City of Ironwood Lead Service Line Replacement CEC Project No. 221079			Revised Contract thru Change Order 10			PayApp #8	
Item	Description	Unit	Qty.	Unit Price	Total	Total Qty	Total Cost
1	Mobilization, Max. (5%)	LSUM	1	\$ 27,000.00	\$ 27,000.00	0	\$ -
2	Water Service Exploration Private Side at House	EA	40	\$ 400.00	\$ 16,000.00	18	\$ 7,200.00
3	Water Service Exploration Public Side at Curb	EA	40	\$ 400.00	\$ 16,000.00	3	\$ 1,200.00
4	1-inch Corporation Stop	EA	97	\$ 475.00	\$ 45,885.00	10	\$ 4,750.00
5	1-inch Type K Copper Water Service Water Main to ROW (City Side)	LF	2,898	\$ 54.00	\$ 156,492.00	179	\$ 9,666.00
6	1-inch Curb Stop and Box	EA	221	\$ 450.00	\$ 99,450.00	48	\$ 21,600.00
7	Water Pressure Control for New Curb Box	EA	100	\$ 250.00	\$ 25,000.00	0	\$ -
8	1-inch Type K Copper Water Service ROW to House (Private Side)	LF	12,600	\$ 60.85	\$ 766,710.00	5947.5	\$ 361,905.38
9	Water Service Interior Plumbing Connection	EA	210	\$ 550.00	\$ 115,500.00	155	\$ 85,250.00
10	Plumbing Permit Applications and Administration	EA	211	\$ 500.00	\$ 105,500.00	148	\$ 74,000.00
11	Plumbing Permit Fees	EA	211	\$ 155.00	\$ 32,705.00	148	\$ 22,940.00
12	Insulation Board, 2-inch	SFT	11,778	\$ 1.55	\$ 18,256.64	7952	\$ 12,325.60
13	Erosion Control, Silt Fence	FT	1,500	\$ 3.00	\$ 4,500.00	0	\$ -
14	Erosion Control, Inlet Protection, Fabric Drop	EA	170	\$ 55.00	\$ 9,350.00	1	\$ 55.00
15	Special Backfill	CY	500	\$ 15.00	\$ 7,500.00	64	\$ 960.00
16	Curb and Gutter, Rem	FT	1,546	\$ 5.00	\$ 7,728.00	52	\$ 260.00
17	Sidewalk & Concrete Driveway, Rem	SYD	2,177	\$ 5.40	\$ 11,755.04	583.4	\$ 3,150.36
18	Concrete Pavement, Rem	SYD	500	\$ 7.00	\$ 3,500.00	34	\$ 238.00
19	HMA Surface, Rem	SYD	5,502	\$ 4.00	\$ 22,008.00	819.7	\$ 3,278.80
20	Utility Exploration	EA	30	\$ 250.00	\$ 7,500.00	10	\$ 2,500.00
21	Subbase, CIP	SYD	5,152	\$ 6.54	\$ 33,694.08	0	\$ -
22	Aggregate Base, 9-inch	SYD	5,502	\$ 7.30	\$ 40,164.60	625.9	\$ 4,569.07
23	Aggregate Surface Course, 6-inch	SYD	2,300	\$ 5.70	\$ 13,110.00	1700	\$ 9,690.00
24	Curb and Gutter, Conc	FT	1,546	\$ 57.00	\$ 88,099.20	0	\$ -
25	Sidewalk Ramp, Conc, 4-inch	SFT	270	\$ 11.85	\$ 3,199.50	0	\$ -
26	Sidewalk, Con, 4-inch	SFT	2,177	\$ 10.98	\$ 23,901.92	797.4	\$ 8,755.45
27	Driveway, Non-Reinf Concrete, 6-inch	SYD	437	\$ 85.55	\$ 37,417.17	19.3	\$ 1,651.12
28	Driveway, Reinf Concrete, 6-inch	SYD	435	\$ 86.60	\$ 37,703.22	13.4	\$ 1,160.44
29	HMA Pavement, MDOT 4EL	SYD	5,502	\$ 37.25	\$ 204,949.50	751.7	\$ 28,000.83
30	Abandon Water Service	EA	97	\$ 300.00	\$ 28,980.00	4	\$ 1,200.00
31	Lawn Restoration	SYD	37,950	\$ 2.00	\$ 75,900.00	0	\$ -
32	Replace Existing Storm Sewer	LF	250	\$ 35.00	\$ 8,750.00	0	\$ -
33	6-inch SDR 35 PVC Sewer Lateral	LF	4,752	\$ 40.00	\$ 190,080.00	598	\$ 23,920.00
34	Record Drawings	EA	210	\$ 250.00	\$ 52,500.00	0	\$ -
35	Rock Excavation	CYD	300	\$ 40.00	\$ 12,000.00	78.8	\$ 3,152.00
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
47	248 E Tamarack Street Interior	LSUM	1	\$ 155.00	\$ 155.00	1	\$ 155.00
48	316 E Tamarack Street Interior	LSUM	1	\$ 155.00	\$ 155.00	1	\$ 155.00
49	300 E Ayer Street Interior	LSUM	1	\$ 170.00	\$ 170.00	1	\$ 170.00
50	1200 E Cloverland Drive Interior	LSUM	1	\$ 400.00	\$ 400.00	1	\$ 400.00
51	1200 E Cloverland Drive - Exterior 2-inch Copper	LSUM	1	\$ 3,150.00	\$ 3,150.00	1	\$ 3,150.00
52	302 N Lake Street Interior	LSUM	1	\$ 125.00	\$ 125.00	1	\$ 125.00
53	Replace Existing Curb Box	EA	25	\$ 200.00	\$ 5,000.00	14	\$ 2,800.00
54	210 W Ayer St Interior	LSUM	1	\$ 131.25	\$ 131.25	1	\$ 131.25
55	1124 Celia St Interior	LSUM	1	\$ 189.00	\$ 189.00	1	\$ 189.00
56	132 N Marquette St Interior	LSUM	1	\$ 84.00	\$ 84.00	1	\$ 84.00
57	1037 E Sutherland Ave Interior	LSUM	1	\$ 105.00	\$ 105.00	1	\$ 105.00
58	132 Smith St Interior	LSUM	1	\$ 126.00	\$ 126.00	1	\$ 126.00

Item	Description	Unit	Qty.	Unit Price	Total	Total Qty	Total Cost
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	1	\$ 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
84	HDPE Water Line, 1-Inch	FT	725	\$ 18.50	\$ 13,412.50	685	\$ 12,672.50
85	HDPE Water Line, 2-Inch	FT	810	\$ 20.00	\$ 16,200.00	800	\$ 16,000.00
86	Interior Plumbing Connection, 2-Inch	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
87	Water Utility Connection	EA	9	\$ 1,750.00	\$ 15,750.00	9	\$ 15,750.00
88	Unthreaded Jug Filler	EA	1	\$ 1,850.00	\$ 1,850.00	1	\$ 1,850.00
89	Patable Water Tower, Foundation & Signage	EA	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00
90	Non-Potable Water Tower, Foundation & Signage	EA	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00
91	Connect to Exiting PRV Vault	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
92	511 N Curry St Interior	LSUM	1	\$ 105.00	\$ 105.00	1	\$ 105.00
93	106 S Curry St Interior	LSUM	1	\$ 210.00	\$ 210.00	1	\$ 210.00
94	213 S Curry St Interior	LSUM	1	\$ 262.50	\$ 262.50	1	\$ 262.50
95	500 N Hemlock St Interior	LSUM	1	\$ 210.00	\$ 210.00	1	\$ 210.00
96	223 S Curry St Interior	LSUM	1	\$ 210.00	\$ 210.00	1	\$ 210.00
97	710 Hill St Interior	LSUM	1	\$ 115.50	\$ 115.50	1	\$ 115.50
98	410 Vaughn St Interior	LSUM	1	\$ 157.50	\$ 157.50	1	\$ 157.50
99	520 N Lowell St Interior	LSUM	1	\$ 141.75	\$ 141.75	1	\$ 141.75
100	232 S Curry St Interior	LSUM	1	\$ 210.00	\$ 210.00	1	\$ 210.00
101	128 S Curry St Interior	LSUM	1	\$ 262.50	\$ 262.50	1	\$ 262.50
102	517 Kenndy St Interior	LSUM	1	\$ 252.00	\$ 252.00	1	\$ 252.00
103	210 S Curry St Interior	LSUM	1	\$ 330.75	\$ 330.75	1	\$ 330.75
104	Curry Park Additional Items of Work	LSUM	1	\$ 1,620.12	\$ 1,620.12	1	\$ 1,620.12
105	105 Taconite St Interior	LSUM	1	\$ 105.00	\$ 105.00	1	\$ 105.00
106	120 W Gogebic St Interior	LSUM	1	\$ 157.50	\$ 157.50	1	\$ 157.50
107	218 S Mansfield St Interior	LSUM	1	\$ 157.50	\$ 157.50	1	\$ 157.50
108	109 Taylor St Interior	LSUM	1	\$ 157.50	\$ 157.50	1	\$ 157.50
109	117 N Hemlock St Interior	LSUM	1	\$ 157.50	\$ 157.50	1	\$ 157.50
					<b>\$ 2,555,210.50</b>		<b>\$ 776,824.68</b>



# COLEMAN ENGINEERING COMPANY

---

200 EAST AYER STREET  
IRONWOOD, MI 49938  
PHONE: 906-932-5048

• 635 CIRCLE DRIVE  
IRON MOUNTAIN, MI 49801  
PHONE: 906-774-3440

• 790 MARVELLE LANE, UNIT 3  
GREEN BAY, WI 54304  
PHONE: 920-264-9404

June 17, 2024

Mr. Paul Anderson  
City Manager  
City of Ironwood  
213 S. Marquette Street  
Ironwood, MI 49938

RE: Professional Engineering Services  
VanBuskirk Road MDOT Small Urban Project  
Hemlock Street MDOT Small Urban Project  
Construction Engineering Assistance

Dear Mr. Anderson:

Coleman Engineering Company (CEC) is grateful to have had the opportunity to collaborate with the City of Ironwood (City) and provide construction engineering assistance on multiple projects during the 2023 construction season, two of which were MDOT Small Urban Projects. With construction and documentation now complete, we would like to provide you with an update on the outcomes of these projects.

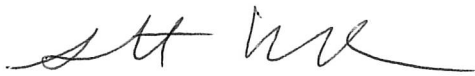
Van Buskirk Road successfully completed cold-in-place recycling from Norrie Park Road to Clemens Street, consisting of approximately 1.24 miles. All services for this project were completed under the original budget, leaving \$27,420.50 remaining.

Hemlock Street underwent a complete reconstruction from US-2 to W Ridge Street, including the replacement of curb and gutter, aggregate base, HMA surface, storm sewer, sanitary sewer, and water main. While the project encountered some unforeseen conditions leading to a claim from the Contractor, which was resolved through the MDOT system in the Fall of 2023, CEC handled the additional effort required to resolve this claim, totaling \$3,410.

Considering the above project summaries, CEC respectfully requests an additional \$3,410 to the Hemlock Street project budget to cover the unforeseen expenses incurred during the claim resolution process.

We appreciate the opportunity to contribute to the progress of Ironwood's infrastructure and are committed to delivering high-quality results. Thank you for your continued partnership and support. Should you require any further clarification or assistance, please do not hesitate to contact us.

Sincerely,  
COLEMAN ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "S. Nowack", written in a cursive style.

Scott Nowack, P.E.  
Project Manager

SAN/kr

Attachments

AGREEMENT NO. 07044  
PROJECT NO. 211185  
WORK ORDER NO. 211185-03

**EXHIBIT "A"**  
**WORK ORDER**

COLEMAN ENGINEERING COMPANY and its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors, as the case may be, (collectively, "COLEMAN") agree to perform for CLIENT, on this specific Project, the Services described below. The services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated February 16, 2007 by and between COLEMAN and CLIENT, which Agreement is hereby amended to incorporate this Work Order.

It is agreed that this Agreement, and such other documents required by it during the term of this Agreement, may be approved by a signed copy transmitted by fax or .pdf copy containing all signatures in lieu of the original signed copy, and that a copy transmitted by fax or .pdf shall be legally binding upon the parties to said Agreement(s)."

PROJECT: Hemlock Street MDOT Small Urban Project

SERVICES: As described in our letter dated June 17, 2024, a copy of which is attached and made part of this contract.

FEES: Services were completed for a lump sum fee of \$3,410 for the scope of work set forth in our letter dated June 17, 2024, a copy of which is attached and made part of this contract.

SPECIAL TERMS AND CONDITIONS:

During completion of this work, Coleman Engineering Company will not accept responsibility for the safety of individuals other than Coleman Engineering Company employees.

AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and COLEMAN is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:  
CITY OF IRONWOOD

Accepted By:  
COLEMAN ENGINEERING COMPANY



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



By: Scott Nowack, P.E.  
Title: Project Manager  
Date: 6-17-24

Bonnie Road Lift Station Generator

BID OPENING: Friday, June 7, 2024 @ 10:00 AM

Name of Bidder				Total Amount
Ruotsala Construction, Inc				\$ 109,367. <sup>00</sup>
ReForm Enterprises				\$ 106,356. <sup>00</sup>

Witnesses to Bid Opening:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Mark Mahu  
\_\_\_\_\_

Bid Award  
Action Taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bid Received at 9:51 AM – June 7, 2024

ReForm Enterprises

The screenshot shows the Outlook interface with a list of messages on the left and the details of a selected email on the right. The selected email is from ReForm Enterprises regarding a bid for the Bonnie Rd Lift Station Generator.

**Message List:**

- Ashley Robi**  
Antoinette Wallenius Buriat  
Good morning Mara, I have attached information  
10:22 AM
- Paul Anderson**  
RE: City of Ironwood Bonnie Road Lift Station G...  
Thank you for your bid.  
10:10 AM
- ReForm Enterprises**  
Re: City of Ironwood Bonnie Road Lift Station G...  
Hi Mara, Attached is our Bid for the Bonnie Rd Lift  
9:51 AM
- Amazon Business**  
Amazon Invoice Available for 38387 (Invoice # 1W...  
<https://www.amazon.com/gp/r.html?C=2YHMW...  
9:41 AM
- Erik Abrahamson**  
RE: Proposed Change Order - City of Ironwood C...  
Hi Paul, Cancel confirmed by SQD. I will get this  
9:00 AM
- Sue Hallberg Jones**  
Re: Family plot and burial  
Hi Mara I spoke to my Aunt and my Uncle will be  
8:05 AM
- Paul Anderson**  
RE: Patterson Park wind screen request  
We do not have budget available for this request.  
7:50 AM
- Paul Anderson**  
RE: Proposed Change Order - City of Ironwood C...  
7:45 AM

**Selected Email Details:**

**Re: City of Ironwood Bonnie Road Lift Station Generator Bid Spec**

**From:** ReForm Enterprises <justin@reformerenterprisesllc.com>

**To:** Mara Maher; Paul Anderson; Bob Tervonen; Pumphouse; Jason Alonen; City of Ironwood Clerk

**Attachments:**

- Bonnie Rd Lift Station Generator - Bid Form.pdf (1 MB)
- Bonnie Rd Lift Station Generator - Electrical Bid - ReForm Enterprises.pdf (136 KB)

**Start your reply all with:** Received, thank you. Thank you! Got it, thank you. Feedback

**Hi Mara,**

Attached is our Bid for the Bonnie Rd Lift Station Generator Project. Please note, the 60KW Generator as specked doesn't have a max 10% frequency dip, it has a 15% frequency dip. If the 10% frequency dip is mandatory, we would need to go up to the 150KW generator. The 60KW Generator is our bid price, the 150KW generator is the alternate bid price.

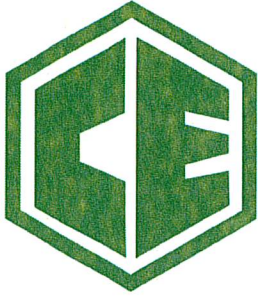
**Thank you,**

*Kellie Ellsworth*

**Kellie Ellsworth**  
Office Manager/Project Estimator  
ReForm Enterprises LLC  
651-587-2344  
[admin@reformerenterprisesllc.com](mailto:admin@reformerenterprisesllc.com)

**From:** Mara Maher <maher@ironwoodmi.gov>  
**Sent:** Tuesday, May 21, 2024 9:27 AM





# COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

---

200 EAST AYER STREET • IRONWOOD, MI 49938 • PHONE: 906-932-5048

June 5, 2024

Mr. Paul Anderson  
City Manager  
City of Ironwood  
213 S. Marquette Street  
Ironwood, MI 49938

Re: Professional Engineering Services Proposal  
2024 Phase 5 Sanitary Sewer Rural Development  
Sanitary Sewer System Upgrade Project

Dear Mr. Anderson:

Coleman Engineering Company (CEC) appreciates the opportunity to provide our proposal for professional engineering services for the 2024 Phase 5 Sanitary Sewer Rural Development Fund Sanitary Sewer System Upgrade Project. This project has been in the planning stage for several years and was recently awarded \$3,348,000 in grant funds and \$1,540,000 in loan funds through the Rural Utilities Service (RUS) and USDA Rural Development (RD) to complete the sanitary sewer portion of the project. Originally, the project also included water projects that had been deemed critical, however, with the assistance of CEC, the water portion of the project previously received funds from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water State Revolving Fund (DWSRF).

Through our talks with the City administration, the scope of the project will include replacement of the sanitary sewer collection system and sanitary sewer service lines in the project area as identified on the attached map.

### Base Scope of Services

CEC will perform engineering design, bidding and construction phase services for the above referenced project.

- Engineering design includes geotechnical drilling (as-needed) and the preparation of construction documents for sanitary sewer system components and street replacement as required in the project area. Any applicable EGLE, Gogebic County, or MDOT permits will be obtained during the design process.
- Bidding includes CEC leading a public bidding process using the Engineering Joint Contract Document Committee (EJCDC) documents that CEC typically uses for bidding City of Ironwood projects funded by RD.



June 4, 2024

- Construction phase services include providing a resident project representative to provide oversight and inspection services, as well as lead the process for contractor pay applications, change orders, RFIs, shop drawing review, and other contracting paperwork. CEC will also provide quality control testing services for the City for earthwork, gravel, concrete, and asphalt construction materials.
- Please note the project will be subject to RD grant and loan requirements which may only include partial replacement of sidewalk affected by the sanitary sewer system construction. We will coordinate these project replacements with the water project funded by EGLE.

### Fees

The professional engineering and geotechnical services for the base scope of services described above will be completed on a time and materials basis not-to-exceed the amount of \$677,000. This engineering amount was identified in the RD funding application for the Phase 5 Sanitary Sewer Project.

### Schedule

Assuming a signed contract is received by mid-July of 2024, design services will begin immediately, and the goal will be to have construction documents ready to bid by March 2025 (or sooner if possible) to allow the contractor to start construction in May 2025. This project will likely take one construction season to be substantially complete with final completion in July 2026.

### Acceptance

If you accept our proposal, please endorse the attached USDA Rural Development Engineering Agreement and return a signed copy to our office.

We appreciate the opportunity to submit our proposal. If you have any questions or comments, please feel free to contact me at (906) 932-5048.

Sincerely,  
COLEMAN ENGINEERING COMPANY



Jeff Sjoquist, P.E.  
Principal

JSS/kgr

Attachments

I:\Proposals\Ironwood, City of\2024\Phase 5 Sewer\Phase 5 Sewer Proposal.docx

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 24, 2024 (“Effective Date”) between  
The CITY OF IRONWOOD, a Michigan municipality, (“Owner”) and  
COLEMAN ENGINEERING COMPANY (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
City of Ironwood – Phase 5 Water and Sewer Improvement Project (SEWER PORTION) (“Project”).

---

Other terms used in this Agreement are defined in Article 7.

---

Engineer's services under this Agreement are generally identified as follows:  
Basic Services, Resident Project Representation and Additional Services as described herein.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### **6.01 *Standards of Performance***

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.



- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- ~~D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~
- ~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
- ~~2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.~~

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- ~~C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- ~~E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- ~~F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

## 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## **ARTICLE 7 – DEFINITIONS**

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.



3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
  38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~ [Not Used]

- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- ~~I. Exhibit I, Limitations of Liability. [Not Used]~~
- ~~J. Exhibit J, Special Provisions. [Not Used]~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 *Federal Requirements*

- A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated**

representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

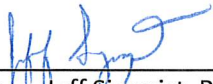
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF IRONWOOD

Engineer: COLEMAN ENGINEERING COMPANY

By: \_\_\_\_\_  
Print name: Kim Corcoran  
Title: Mayor  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Print name: Jeff Sjoquist, P.E.  
Title: President  
Date Signed: 6/19/24

Engineer License or Firm's Certificate No. (if required):  
6201036149  
State of: Michigan

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

213 S. Marquette Street  
Ironwood, MI 49938  
Designated Representative (Paragraph 8.03.A):  
Paul Anderson  
Title: City Manager  
Phone Number: 906-932-5050  
E-Mail Address: [andersonp@ironwoodmi.gov](mailto:andersonp@ironwoodmi.gov)

200 E. Ayer Street  
Ironwood, MI 49938  
Designated Representative (Paragraph 8.03.A):  
Jeff Sjoquist, P.E.  
Title: Project Manager  
Phone Number: 906-932-5048  
E-Mail Address: [jsjoquist@coleman-engineering.com](mailto:jsjoquist@coleman-engineering.com)

This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Not Applicable**
  - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
  - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

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#### Exhibit A – Engineer's Services



5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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14. Perform or provide the following other Study and Report Phase tasks or deliverables: **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**
  15. Furnish **two (2)** review copies of the Report and any other Study and Report Phase deliverables to Owner within **90** days of the Effective Date and review it with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.~~ **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no

such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
**None**
  10. Furnish **two (2)** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **60** days of authorization to proceed with this phase, and review them with Owner. Within **20** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **two (2)** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **20** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables:  
**The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, **three (3)** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **180** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **three (3)** final copies of such documents to Owner within **30** days after receipt of Owner's comments and instructions.
  12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose."**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

## A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  - ~~3.~~ *Selection of Independent Testing Laboratory:* ~~Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~ **Provide the Owner testing laboratory service under the work included in Additional Services.**
  4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
  5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
  6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
  - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**



10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations

of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
**None**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner’s Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project’s design requirements, including, but not limited to, changes in size, complexity, Owner’s schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer’s control.
  4. Services resulting from Owner’s request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner’s request is made after completion of the Study and Report Phase.**
  5. Services required as a result of Owner’s providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner’s use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  - ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner. [Deleted]~~

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02** *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- ~~G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor. **[Deleted]**~~
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **None**

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Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2024.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$372,000** based on the following estimated distribution of compensation:

a. Study and Report Phase	<b><u>\$5,000</u></b>
b. Preliminary Design Phase	<b><u>\$17,100</u></b>
c. Final Design Phase	<b><u>\$222,500</u></b>
d. Bidding or Negotiating Phase	<b><u>\$25,000</u></b>
e. Construction Phase	<b><u>\$85,300</u></b>
f. Post-Construction Phase	<b><u>\$17,100</u></b>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner **and Agency**. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.15**.

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.15**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:* **None**

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

## COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

#### A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. ~~The total compensation under this paragraph is estimated to be \$[ ] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule. The total compensation under this paragraph is estimated as per the attached Appendix 3 to Exhibit C.~~
- ~~2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$ \_\_\_\_\_ per hour. [Not Applicable]~~

#### B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.15**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

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Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—  
Standard Hourly Rates Method of Payment.

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C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.15**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.



**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 4 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.15**.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.15**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

## Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Effective: January 1, 2023

### SELECT EQUIPMENT LIST

2-Person ATV (Side-by-Side w/Tracks)	\$300.00/Day
2-Person ATV (Side-by-Side)	\$250.00/Day
21-Foot Tri-Hull Sampling Boat w/Twin 90 HP Engines	\$750.00/Day
28-Foot Pontoon Boat	\$750.00/Day
Anemometer	\$32.00/Day
Argo	Upon Request
Barge for Offshore Drilling including Propulsion (Mobilization is separate and will be quoted on a job-by-job basis)	\$2,750.00/Day
Combustible Gas Indicator	\$25.00/Day
Concrete Mixer	\$75.00/Day
Electric Core Drill	\$125.00/Day
Dissolved Oxygen Meter	\$45.00/Day
Electronic Balance	\$25.00/Day
Field Survey Level Equipment	\$25.00/Day
Field Vane Shear ASTM D2573	\$200.00/Day
Generator 3500 to 5000 watt	\$100.00/Day
GPS Submeter Equipment	\$100.00/Day
Groundwater Level Meter	\$20.00/Day
Groundwater Monitoring Field Equipment (pH, conductivity, temperature)	\$20.00/Day
Groundwater Purge Pump	\$150.00/Day
Horiba Groundwater Quality Analyzer	\$100.00/Day
Low Flow Pump	\$40.00/Day
Magnetometer	\$40.00/Day
Megnehelic Gauges	\$10.00/Day
Methane Meter	\$50.00/Day
Nuclear Density Gauge	\$30.00/Day
Oil/Water Interface Probe	\$40.00/Day
Photoionization Detector	\$100.00/Day
Pressure Meter	\$200.00/Day
Smaller Boats and Motors	\$250.00/Day
Snowmobile/4-Wheeler	\$150.00/Day
Super Sting Resistivity Meter	\$50.00/Day
Tracked Supply/Equipment/Water Hauler	Upon Request
Water Level Meter	\$20.00/Day
Water Pump (Centrifugal or trash)	\$5.00/Day
Water Storage Container (1,000 gallon)	\$50.00/Day or \$200.00/Month
Decontaminate before and after delivery	\$150.00/Event
Water Storage Container (550 Gallon)	\$50.00/Day

\*This is only a select list of equipment. Other specialty equipment is available on a case-by-case basis.

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

**Please see next page.**

Effective: January 1, 2023

**STANDARD FEE SCHEDULE**

1) Principal/Engineer PE/Surveyor PS 17	\$ 175.00 /Hour
2) Engineer PE/Surveyor PS 15	\$ 142.00 /Hour
3) Department Manager; Engineer PE/Surveyor PS/Scientist 13; Technician 25	\$ 120.00 /Hour
4) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 11; Technician 23	\$ 110.00 /Hour
5) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 9; Planner 9; Technician 21	\$ 99.00 /Hour
6) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 7; Technician 19	\$ 87.00 /Hour
7) Engineer PE/Surveyor PS/Geologist PG; Hydrogeologist/Scientist 6; Technician 17	\$ 78.00 /Hour
8) Engineer PE/Surveyor PS/Geologist PG/Hydrogeologist/Scientist 5; Technician 15	\$ 73.00 /Hour
9) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist; Technician 14.5	\$ 69.00 /Hour
10) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 4; Technician 13	\$ 68.00 /Hour
11) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist; Technician 12	\$ 64.00 /Hour
12) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 3; Technician 11	\$ 62.00 /Hour
13) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist; Technician 10.5	\$ 60.00 /Hour
14) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist; Technician 10	\$ 58.00 /Hour
15) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 2; Technician 9	\$ 57.00 /Hour
16) Engineer/Surveyor/Geologist/Hydrogeologist/Scientist 1; Technician 7	\$ 53.00 /Hour
17) Clerical	\$ 45.00 /Hour
18) One-Man Survey Crew	\$ 105.00 /Hour
19) Two-Man Survey Crew	\$ 160.00 /Hour
20) Three-Man Survey Crew	\$ 210.00 /Hour
21) One-Man GPS Survey	\$ 135.00 /Hour
22) Two-Man GPS Survey Crew	\$ 200.00 /Hour
23) Three-Man GPS Survey Crew	\$ 235.00 /Hour

- o Vehicle usage will be charged at \$0.75 per mile.
- o Per diem rates will follow the current U.S. General Service Administration (GSA) rates.
- o Non-exempt employee overtime will be invoiced at 1.5 times the standard hourly rates noted above for projects specifically requiring overtime. All other overtime will be charged as noted above, except that it will be prorated among all projects worked on during any calendar week.
- o All other direct expenses including, but not limited to, materials, supplies, special equipment, subcontracted services, rental equipment, purchased services, etc., will be charged at actual cost plus fifteen (15) percent.
- o Expert witness testimony, participation in depositions, hearings and court time associated with legal proceedings will be charged at twice the personnel fee schedule rate.
- o Progress invoices will be issued monthly and shall be due and payable upon receipt. Balances past due more than thirty (30) days shall be subject to a monthly finance charge of 1.5 percent (which is an annual rate of 18 percent per year) until paid.

This Fee Schedule is intended to be used for projects which do not involve environmental concerns. If environmental issues exist at the inception of a project, or if they become apparent during a project, Coleman Engineering Company's Environmental Fee Schedule will be utilized.

\*Equipment and unit rates available upon request.

## **Resident Project Representative Estimate**

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This sewer project will be constructed in conjunction with and concurrently with a related water project. Paragraphs "A" and "B" below estimate time for Resident Project Representation for the combined water and sewer project. Paragraph "C" estimates the sewer portion of Resident Project Representation.

- A. Assume May 1, 2024 to November 11, 2024 and May 13, 2025 to July 13, 2025, and 28 weeks in 2023 and 8 weeks in 2025.
  - a. Senior Inspector 36 weeks at 60 hours per week.
  - b. Inspector for 36 weeks at 60 hours per week.
  - c. Junior Inspector assistance for 19 weeks at 45 hours per week.

- B. *Total Resident Project Representative Schedule*

a. Senior Inspector – 2,160 hours at \$110/hour	\$237,600
b. Inspector – 2,160 hours at \$99/hour	\$213,840
c. Junior Inspector – 855 hours at \$57.03/hour	<u>\$48,760</u>
d. Total Resident Project Representative Estimate	\$500,200

- C. Of the total estimate, 47.38% is Sewer inspection work. Therefore, the Sewer portion of the Resident Project Representative is \$237,000.

This is **Appendix 4 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024

### **Additional Services Estimate**

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A. The following Additional Services shall be completed as follows:

Topographic Survey	\$13,000.00
Build America Buy America Compliance	\$15,000.00
Geotechnical Drilling	\$10,000.00
Laboratory Testing	\$15,000.00
Permits	\$7,000.00
Utility Coordination	\$4,000.00
Flow Modelling/NPDES Compliance	\$4,000.00
<b>TOTAL</b>	<b>\$68,000.00</b>

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings



(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. [Deleted]~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
  2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24,2024 .

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.
2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.



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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:**

**Owner**

**And To:**

**Contractor**

**From:**

**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated 6/24/24, and the following terms and conditions of this Notice:

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2024 .

## Insurance

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

E. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Bodily injury, each accident:   | \$500,000   |
| 2) Bodily injury by disease, each employee:  | \$500,000   |
| 3) Bodily injury/disease, aggregate:   | \$500,000   |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Per Occurrence:   | \$5,000,000 |
| 2) General Aggregate:  | \$5,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |             |
|  | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$1,000,000 |
| g. Other (specify):  | \$ N/A      |



2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[ ]
- 2) Bodily injury by Disease, Each Employee \$[ ]
- 3) Bodily injury/Disease, Aggregate \$[ ]

c. General Liability --

- 1) General Aggregate: \$[ ]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[ ]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[ ]
- 2) General Aggregate: \$[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[ ]

f. Other (specify): \$[ ]

~~F. Additional Insureds:~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. [redacted]  
Engineer
- b. [redacted]  
Engineer's Consultant
- c. [redacted]  
Engineer's Consultant
- d. [redacted]  
{other}

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2024 .

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **mutually accepted third party**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24, 2024 .

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

**Background Data**

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_ Modifications to services of Engineer
- \_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:

\$ \_\_\_\_\_

Net change for prior amendments:

\$ \_\_\_\_\_

This amendment amount:

\$ \_\_\_\_\_

Adjusted Agreement amount:

\$ \_\_\_\_\_

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

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By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

RUS CERTIFICATION PAGE

PROJECT NAME: City of Ironwood – Phase IV Sewer and Water Utility Improvements (SEWER PORTION)

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g., Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	<u>\$372,000</u>
Resident Project Observation	<u>\$237,000</u>
Additional Services	<u>\$68,000</u>
TOTAL:	\$677,000

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

---

Engineer	Date
Jeff Sjoquist                                  President	

---

Name and Title

---

Owner	Date
Kim Corcoran                                  Mayor	

---

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

---

Agency Representative	Date

---

Name and Title




**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*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 0505-0027. 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. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Coleman Engineering Company	PR/AWARD NUMBER OR PROJECT NAME City of Ironwood - Phase V Sewer and Water Impro
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Jeff Sjoquist, P.E., Principal	
SIGNATURE 	DATE 6/19/24

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.



### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23  Brighton MI 48114-9861	<b>CONTACT NAME:</b> certs@pciaonline.com <b>PHONE (A/C No. Ext):</b> (800)969-4041 <b>E-MAIL ADDRESS:</b> certs@pciaonline.com	<b>FAX (A/C No):</b> (800)969-4081
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Coleman Engineering Company 635 Circle Drive  Iron Mountain MI 49801	<b>INSURER A:</b> National Fire Insurance of Hartford	
	<b>INSURER B:</b> The Continental Insurance Company	
	<b>INSURER C:</b> AXA XL	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7034167083	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		7034167116	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		7034167102	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE						\$ 10,000,000	
							\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7034167097	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
C	<b>Professional Liability</b> <b>Pollution Liability</b>			DPR5001492	9/1/2022	9/1/2023	Each Claim	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

**CERTIFICATE HOLDER**

Coleman Engineering Company

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/KATHRY

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**To:** Mayor Corcoran and City Commission

**From:** Paul Anderson, City Manager

**Date:** May 31, 2024

**Meeting Date:** June 24, 2024

**Re:** Non-Union Staff Cost of Living Adjustment (COLA)

---

In the past, it has been standard that the non-union City of Ironwood staff have gotten the same COLA as the AFSCME union negotiated in their contract. This year, there was a historic wage increase to bring the AFSCME union wages in line with other competing local agencies. Since the non-union staff were given corresponding wage adjustments for their respective positions (as compared to their positions in similarly sized Michigan communities) over the past 20 months (prior to AFSCME contract negotiations), **I suggest that for FY24/25, the non-union staff be given a 2.5% COLA.** This is the COLA amount that is in the AFSCME union contract for years 2 and 3 of the upcoming contract that will be in effect from 7/1/24 through 6/30/27.

#024-010

CITY COMMISSION RESOLUTION AMENDING THE  
GENERAL APPROPRIATIONS ACT FOR FISCAL YEAR 2023-2024

At a Regular Meeting of the City Commission of the City of Ironwood held on the 24<sup>th</sup> of June 2024 in the Commission Chambers of the Memorial Building in the City of Ironwood, Michigan, the following Resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**WHEREAS**, at the June 12, 2023 regular meeting, the City Commission did review and approve a General Appropriations Act for this Fiscal Year, 2023-2024, and

**WHEREAS**, Section 17 of Michigan Public Act 621 of 1978 requires that a deviation from said appropriations act be approved by the local legislative body or by the City Manager within limits authorized in said act, and

**WHEREAS**, said appropriations act must now be amended because the actual revenues received and actual expenditures made deviate from the original act,

**NOW THEREFORE BE IT RESOLVED**, that the original General Appropriations Act is hereby amended and hereby appropriates City Revenues to be received and expended in the amounts and for the purposes as set forth below, and

**BE IT FURTHER RESOLVED**, that the City Manager, serving as the Chief Administrative Officer of the City, is hereby authorized and permitted, pursuant to Section 19 (2) of Act 621, to execute required, and

**BE IT FURTHER RESOLVED**, that pursuant to Act 691 all excess revenues for each fund, and above those required to meet the City's expenditures, be separately appropriated to the applicable Fund Balance.



	June 12, 2023	June 24, 2024
	<u>Original Appropriation</u>	<u>Amended Appropriation</u>
<u>Expenditures</u>		
<u>General Fund</u>		
Legislative	\$45,000	\$45,000
General Government	1,119,000	1,061,000
Public Safety	1,147,000	1,207,000
Health and Welfare	647,000	507,000
Public Works	202,000	211,000
Recreation and Culture	267,000	293,000
Other Functions	44,000	47,000
Capital Outlay	<u>1,808,000</u>	<u>520,000</u>
Total General Fund Expenditures	\$5,279,000	\$3,891,000
Transfer Out	<u>1,335,000</u>	<u>741,000</u>
Total General Fund Expenditures and Transfers Out	\$6,614,000	\$4,632,000
Major Street Fund	3,208,000	3,041,000
Local Street Fund	905,000	554,000
Cemetery Fund	167,000	167,000
Volunteer Fire Department Fund	2,000	2,000
Downtown Development Authority Fund	22,000	28,000
Library Fund	188,000	248,000
Neighborhood Enhancement Program	48,000	55,000
Debt Service Fund (2015 Street Bond)	180,000	180,000
Memorial Building Debt Service Fund	1,000	1,000
Sewer Utility Fund	2,425,000	2,425,000
Water Utility Fund	3,678,000	3,678,000
Civic Center Fund	348,000	376,000
Equipment Fund	<u>828,000</u>	<u>828,000</u>
Total Expenditures and Transfers Out – All Funds	<u>\$18,614,000</u>	<u>\$16,215,000</u>

YES: Commissioner(s), \_\_\_\_\_  
\_\_\_\_\_

NO: Commissioner(s), \_\_\_\_\_

ABSENT: Commissioner(s), \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

I, Jennifer L. Jacobson, do hereby certify that I am the duly appointed and qualified Clerk of the City of Ironwood, and do further certify that the above and foregoing Resolution is a true and correct copy of the Resolution passed by the City of Ironwood City Commission, at its Regular Meeting held June 24, 2024.

\_\_\_\_\_  
JENNIFER L. JACOBSON, CITY CLERK

CITY OF IRONWOOD  
 2023-2024 APPROPRIATIONS (COMPARISON OF ORIGINAL AND AMENDED)

REVENUES

**General Fund**

Description	6/12/2023 <u>Original Appropriation</u>	6/24/2024 <u>Amended Appropriation</u>	Increase/ <u>(Decrease)</u>	<u>Reasoning</u>
Taxes	\$ 2,150,000	\$ 2,185,000	35,000	Taxes collected higher than original estimate
Licenses and Permits	81,000	88,000	7,000	Increase in recreational marijuana licenses
Federal Sources	1,080,000	24,000	(1,056,000)	Douglas Blvd. CDBG grant application denied
State Sources	1,165,000	1,178,000	13,000	Decrease in State Revenue Sharing estimate
Charges for Services	212,000	202,000	(10,000)	Decrease in ITC activity
Interest and Rents	277,000	597,000	320,000	Increase in interest revenues and Curry Park rent
Other Revenues	<u>8,000</u>	<u>53,000</u>	45,000	Donations for Hiawatha Park improvements
<b>Total General Fund Revenues</b>	<b>\$ 4,973,000</b>	<b>\$ 4,327,000</b>	<b>(646,000)</b>	
Use of Fund Balance/Transfers In	<u>1,641,000</u>	<u>305,000</u>	(1,336,000)	Timing of projects
<b>Total G/F Revenues and Use of F. B.</b>	<b>\$ 6,614,000</b>	<b>\$ 4,632,000</b>	<b>(1,982,000)</b>	
<b>Major Street Fund</b>	3,208,000	3,041,000	(167,000)	Reduce transfer from G/F-timing of projects/mild winter
<b>Local Street Fund</b>	905,000	554,000	(351,000)	Reduce transfer from G/F-timing of projects/mild winter
<b>Cemetery Fund</b>	167,000	167,000		
<b>Volunteer Fire Department Fund</b>	2,000	2,000		
<b>Downtown Development Authority Fund</b>	22,000	28,000	6,000	Increase transfer from G/F - timing of TIF project
<b>Library Fund</b>	188,000	248,000	60,000	Increase in use of fund balance and donations
<b>Neighborhood Enhancement Program</b>	48,000	55,000	7,000	New grant approved (partial drawdown of funds)
<b>Debt Service Fund (2015 Street Bond)</b>	180,000	180,000		
<b>Memorial Building Debt Service Fund</b>	1,000	1,000		
<b>Sewer Utility Fund</b>	2,425,000	2,425,000		
<b>Water Utility Fund</b>	3,678,000	3,678,000		
<b>Civic Center Fund</b>	348,000	376,000	28,000	Increase in operating revenues
<b>Equipment Fund</b>	<u>828,000</u>	<u>828,000</u>		
<b>Total Revenues, Transfers and Use of Fund Balance/Net Assets - All Funds</b>	<b><u>\$ 18,614,000</u></b>	<b><u>\$ 16,215,000</u></b>	<b>(2,399,000)</b>	



## EXPENDITURES

**General Fund**

	6/12/2023	6/24/2024	Increase/ (Decrease)	<u>Reasoning</u>
	<u>Original Appropriation</u>	<u>Amended Appropriation</u>		
Legislative	\$ 45,000	\$ 45,000		
General Government	1,119,000	1,061,000	(58,000)	Mem. Bldg. improvements completed in F.Y. 22-23
Public Safety	1,147,000	1,207,000	60,000	Add'l training, supplies & equip. (mainly grant funded)
Health and Welfare	647,000	507,000	(140,000)	Timing of Comp. Plan and Housing Development Study
Public Works	202,000	211,000	9,000	Increase in activity
Recreation and Culture	267,000	293,000	26,000	Curry Park improvements (water/sewer/electric)
Other Functions	44,000	47,000	3,000	New membership - WUPPDR
Capital Outlay	<u>1,808,000</u>	<u>520,000</u>	(1,288,000)	Timing of projects (removed Douglas Blvd. project)
Total General Fund Expenditures	\$ 5,279,000	\$ 3,891,000	(1,388,000)	
Transfer Out	<u>1,335,000</u>	<u>741,000</u>	(594,000)	Reduce x-fer to St. Funds - timing of projects, mild winter
<b>Total General Fund Exp./Transfers Out</b>	<b>\$ 6,614,000</b>	<b>\$ 4,632,000</b>	<b>(1,982,000)</b>	
<b>Major Street Fund</b>	3,208,000	3,041,000	(167,000)	Timing of street projects, mild winter
<b>Local Street Fund</b>	905,000	554,000	(351,000)	Timing of street projects, mild winter
<b>Cemetery Fund</b>	167,000	167,000		
<b>Volunteer Fire Department Fund</b>	2,000	2,000		
<b>Downtown Development Authority Fund</b>	22,000	28,000	6,000	Timing of TIF project
<b>Library Fund</b>	188,000	248,000	60,000	New boiler and building improvements
<b>Neighborhood Enhancement Program</b>	48,000	55,000	7,000	Increase in program expenses - new grant approved
<b>Debt Service Fund (2015 Street Bond)</b>	180,000	180,000		
<b>Memorial Building Debt Service Fund</b>	1,000	1,000		
<b>Sewer Utility Fund</b>	2,425,000	2,425,000		
<b>Water Utility Fund</b>	3,678,000	3,678,000		
<b>Civic Center Fund</b>	348,000	376,000	28,000	Increase in equipment maintenance/ice system repairs
<b>Equipment Fund</b>	<u>828,000</u>	<u>828,000</u>		
Total Exp. and Transfers Out – All Funds	<u>\$ 18,614,000</u>	<u>\$ 16,215,000</u>	(2,399,000)	

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-26-34 between City of Hurley and City of Ironwood.

- 1. Bridge Replacement:** 1.1. If and when necessary, the Cities agree to undertake the complete replacement of the border bridge situated between the City of Hurley and City of Ironwood. 1.2 The replacement costs shall be shared equally between the City of Hurley and City of Ironwood, with each City responsible for 50% of the total expenses incurred.
- 2. Maintenance:** 2.1 Both Cities shall share the responsibility for the ongoing maintenance of the border bridge. 2.2 Maintenance costs shall be divided equally between the City of Hurley and City of Ironwood, with each City 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 the City of Hurley and City of Ironwood. 4.2. Utility Costs shall be divided equally between the City of Hurley and City of Ironwood, with each City 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 Cities.
- 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 Hurley: \_\_\_\_\_ 5/1/2024

City of Ironwood: \_\_\_\_\_ 5/1/2024



# IRONWOOD

MICHIGAN | *Find Your North*

## MEMO

**To:** Mayor Corcoran & Commissioners

**From:** Tom Bergman, Community Development Director

**Date:** June 17, 2024

Meeting Date: June 24, 2024

**Re:** Mi Neighborhood Grant Application

---

The Community Development Staff submitted an application for the Michigan State Housing Development Authority (MSHDA) "Mi Neighborhood" grant. The City's application focused on two components:

1. Exterior rehabilitation of single-family dwellings in the R1A and R1B residential districts. – The City's application specifies that \$160,000 will be used to rehabilitate 4 properties at \$40,000 per property. From our understanding, this funding is a 100% forgivable grant. This program is the replacement to the annual Neighborhood Enhancement Program that the City typically applies for.
2. Public Amenity – Through various public survey's, park maintenance has been a priority for Ironwood residents. Upon recent evaluation by Community Development staff, it has been determined that Longyear Park needs to undergo considerable maintenance. The City's application is an attempt to address some of the major issues facing Longyear Park. Items included in the application are: Playground retention barriers (plastic/composite border that keeps wood chips from creeping into the grass), new wood chips, 2 to 3 new stand-alone playground structures, 4 trees, and other park amenities, like benches, picnic table, and concrete. Removing outdated existing equipment is also a priority that could be considered alongside of this grant.

Though the application has already been submitted, staff is asking for official approval to apply for the Mi Neighborhood grant to fund "Exterior Rehabilitation" and "Public Amenity".

This application was submitted prior to Commission Approval. Community Development staff was encouraged by our MSHDA NEP Champion to apply for the funding which was due prior to the next City Commission meeting.