

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



# IRONWOOD

MICHIGAN | *Find Your North*

Phone: (906) 932-5050  
Fax: (906) 932-5745  
[www.cityofironwood.org](http://www.cityofironwood.org)

## AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING MONDAY, SEPTEMBER 26, 2022

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

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

### **ZOOM OPTION AVAILABLE FOR THE PUBLIC**

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

**5:25 P.M.**

1. Open Public Hearing.
2. Recording of the Roll.
3. Public Hearing: To hear comment on a request to transfer remaining Industrial Facilities Tax Exemption (IFT) Certificate #2012-157 from Ottawa Forest Products to Manufacturers Pallet Disposal, Inc. (MPD).
4. Close Public Hearing.

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**5:30 P.M.**

- A. Regular Meeting Called to Order.  
Pledge of Allegiance of 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.*



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



- \*1) Approval of Minutes – Regular City Commission Meeting Minutes of September 12, 2022.
- \*2) Review and Place on File:
  - a. Parks and Recreation Committee Meeting Minutes of July 14, 2022.
  - b. Ironwood Planning Commission Meeting Minutes of August 4, 2022.
  - c. Ironwood Housing Commission Meeting Minutes of September 13, 2022.
  - d. Ironwood Carnegie Library Meeting Minutes of May 17, 2022.
  - e. Ironwood Carnegie Library Meeting Minutes of August 16, 2022.

D. Approval of the Agenda.

E. Review and Place on File:

- 1. Revenue & Expenditure Reports.
- 2. Cash and Investment Summary Reports.

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)

I. City Engineer Project Updates.

#### **OLD BUSINESS**

J. Discuss and consider adopting Resolution #022-025 approving request to transfer remaining Industrial Facilities Tax Exemption (IFT) Certificate #2012-157 from Ottawa Forest Products to Manufacturers Pallet Disposal, Inc. (MPD).

K. Discuss and consider authorizing final payment to Nasi Construction, LLC in the amount of \$33,905.78 for the DPW Garage Siding Replacement Project.

L. Discuss and consider authorizing re-bid of the surplus 1994 Ford cargo sweeper with a minimum bid amount of \$1,500.00.

M. Discuss and consider authorizing Payment # 8 to Flowtrack Mountain Bike Trails, LLC in the amount of \$13,844.47 for the MDNR Trust Fund Mountain Bike Trail Project in Miners Memorial Park.

#### **NEW BUSINESS**

N. Discuss and consider authorizing payment to Nasi Construction, LLC in the amount of \$5,556.01 for service repairs to garage doors at DPW Garage.

O. Discuss and consider approving a revised “Exhibit A” map associated with the Norrie Park License Agreement between the City and ABR, Inc., and Anderson Bluffs & River Trail Foundation, Inc.

- P. Discuss and consider approval of Pay Application No. 2 in the amount of \$224,460.77 for the City of Ironwood – 2022 Sewer and Water Project and authorize Mayor to sign all applicable documents.
- Q. Discuss and consider authorizing quotes for the purchase of a battery for the Pat O'Donnell Civic Center Zamboni, amount not to exceed \$12,000.00, pending approval by the Pat O'Donnell Civic Center Board.
- R. Manager's Report.
- S. Other Matters.
- T. Adjournment.

# MPD Ottawa Cutstock, LLC

1243 Wall Street, Ironwood, MI 49938

August 31, 2022

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

To Whom It May Concern:

MPD Ottawa Cutstock, LLC completed a purchase of Ottawa Forest Products, Inc.'s personal property/production assets on December 28, 2021. MPD Midwest Realty, LLC purchased the building and real property associated with Ottawa Forest Products, Inc. on January 19, 2022. It was brought to my attention after the summer tax bills were released that Ottawa Forest Products, Inc. was part of an IFT (Industrial Facilities Tax Exemption) program with the City of Ironwood. During my employee's conversation with Jason Alonen, I was made aware that we could transfer the remaining time left on the IFT.

Attached please find MPD Ottawa Cutstock, LLC's application for transfer for the remaining 7 years left on the IFT for personal property taxes and 5 years left on the IFT for real estate property taxes. The directions do not outline what is exactly needed for a transfer of exemption, so I have included the following for your review, with the expectation that you will inform me if additional information would be helpful.

- Application for Industrial Facilities Tax Exemption Certificate – pertaining to the personal property/production assets only.
- Bill of Sale, Assignment and Assumption Agreement between MPD Ottawa Cutstock, LLC and Ottawa Forest Products, Inc.
- ALTA Settlement Statement from the property purchase.
- Appraisal for all equipment purchased under this agreement from Equipment Appraisals, LLC.
- Original application for the IFT Exemption Certificate completed by Ottawa Forest Products, Inc. – pertaining to the personal property assets and the real estate assets.
- Original Exhibit A submitted by Ottawa Forest Products when they applied for the exemption.
- Lease agreement between MPD Ottawa Cutstock, LLC and MPD Midwest Realty, LLC.

If you need anything further to complete the transfer request, please reach out to my Office Manager, Teri Darby, at 715-258-2151 or [teri@pallets32.com](mailto:teri@pallets32.com).

I look forward to working with the City of Ironwood as owner of MPD Ottawa Cutstock, LLC and MPD Midwest Realty, LLC.

Sincerely,



Michael Mapes  
Owner



# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

**APPLICANT INFORMATION**  
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) <b>MPD Ottawa Cutstock, LLC</b>	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>1243 Wall Street, Ironwood, MI 49938</b>	▶ 1d. City/Township/Village (Indicate which) <b>City of Ironwood</b>	▶ 1e. County <b>Gogebic</b>
▶ 2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located <b>Ironwood</b>	▶ 3b. School Code <b>27020</b>
▶ 4. Amount of years requested for exemption (1-12 Years) <b>7</b>		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.  
**see attached**

6a. Cost of land and building improvements (excluding cost of land) .....	▶ <b>850,000.00</b>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures .....	▶ <b>2,664,000.00</b>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs .....	▶ <b>3,514,000.00</b>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.      ▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....

b. TV of Personal Property (excluding inventory) .....

c. Total TV .....

▶ 12a. Check the type of District the facility is located in:

Industrial Development District       Plant Rehabilitation District

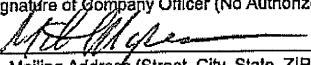
▶ 12b. Date district was established by local government unit (contact local unit)  
**03/23/1992**

▶ 12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Teri Darby	13b. Telephone Number (715) 258-2151	13c. Fax Number (715) 258-2641	13d. E-mail Address teri@pallets32.com
14a. Name of Contact Person Teri Darby	14b. Telephone Number (715) 258-2151	14c. Fax Number (715) 258-2641	14d. E-mail Address teri@pallets32.com
▶ 15a. Name of Company Officer (No Authorized Agents) Michael P. Mapes			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (715) 258-2641	15d. Date 08/31/2022
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 605 Industrial Drive, Waupaca, WI 54981		15f. Telephone Number (715) 258-2151	15g. E-mail Address pallets32@yahoo.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to [PTE@michigan.gov](mailto:PTE@michigan.gov).

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") made effective as of December 28, 2021, by and among OTTAWA FOREST PRODUCTS, INC., a Michigan corporation ("Seller"), and MPD OTTAWA CUTSTOCK, LLC, a Wisconsin limited liability company ("Buyer").

Pursuant to that certain Asset Purchase Agreement dated December 28, 2021, by and among Buyer and Seller (the "Purchase Agreement"), Seller has agreed to transfer to Buyer all of the Purchased Assets except for the Excluded Assets (as those terms and other capitalized terms not defined herein are defined in the Purchase Agreement).

1. Transfer of Assets. For good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, Seller has bargained and sold, and does hereby grant, bargain, sell, convey, transfer, assign and deliver the Purchased Assets to Buyer.

2. Assignment and Assumption. Seller does hereby assign and Buyer does hereby assume the Goodwill of the Business as referenced in the Purchase Agreement as well as the Assigned Contracts (if any are referenced in the Purchase Agreement) and the Assumed Liabilities (if any are referenced in the Purchase Agreement).

3. Further Assurances. Seller agrees that it will, at any time and from time to time after delivery hereof, upon the request of Buyer, and at the expense of Seller, do, execute, acknowledge or deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer, or for aiding and assisting in the collection of or reducing to possession by Buyer of any of the Assets. For the aforesaid consideration, Seller hereby irrevocably constitutes and appoints Buyer the true and lawful attorney of Seller, with full power of substitution, and gives and grants unto Buyer full power and authority in the name of Seller, or in the name of Buyer, at any time and from time to time to: (a) collect, assert or enforce any claim, right or title of any kind in or to the Assets or the Assumed Liabilities, to institute and prosecute all actions, suits and proceedings which Buyer may deem proper in order to collect, assert or enforce any such claim, right or title, to defend and compromise all actions, suits and proceedings in respect of any of the Assets or the Assumed Liabilities, and to do all such acts and things in relation thereto as Buyer shall deem advisable; and (b) take all action that Buyer may deem reasonable and proper in order to provide for Buyer the benefits of or under any of the Assets or the Assumed Liabilities where any required consent of a third party to the assignment thereof to Buyer shall not have been obtained, with like power and as fully as Seller could or might have done, hereby ratifying and confirming all and whatever Buyer shall lawfully do or cause to be done. Seller acknowledges and agrees that such powers are coupled with an interest and shall not be revocable by Seller in any manner or for any reason and that Buyer shall be entitled to retain for its own account any amounts collected pursuant to such powers, including any amounts payable as interest in respect thereof.

4. Binding Effect. This Agreement will be binding upon and will inure to the benefit of successors and assigns of Buyer and Seller.

5. Relationship to Purchase Agreement. Nothing herein will be construed to modify, limit or otherwise abrogate the representations and warranties of the parties set forth in the Purchase Agreement.

6. Governing Law. This Bill of Sale will be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any of the conflict of law rules thereof.

7. Seller Warranty. Seller does hereby warrant that all Purchased Assets are transferred free and clear of all claims and encumbrances, and Seller shall indemnify and defend Buyer against any third-party claims or alleged encumbrances against said Purchased Assets.

7. Personal Warranty. By signing below on behalf of Seller, the undersigned Chuck Baxter does hereby personally warrant that all Purchased Assets are transferred free and clear of all claims and encumbrances, and shall indemnify and defend Buyer against any third-party claims or alleged encumbrances against said Purchased Assets.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Seller and Buyer and Chuck Baxter have each caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed as of the day and year first above written.


**SELLER:**

OTTAWA FOREST PRODUCTS, INC.

By: \_\_\_\_\_  
Chuck Baxter  
Its: President

**BUYER:**

MPD OTTAWA CUTSTOCK, LLC

By:   
Michael P. Mapes  
Its: Sole Authorized Member

**AS FOR WARRANTIES:**

\_\_\_\_\_  
Chuck Baxter, Personally

IN WITNESS WHEREOF, Seller and Buyer and Chuck Baxter have each caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

**SELLER:**

OTTAWA FOREST PRODUCTS, INC.

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

Chuck Baxter

Its: President

**BUYER:**

MPD OTTAWA CUTSTOCK, LLC

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

Michael P. Mapes

Its: Sole Authorized Member

**AS FOR WARRANTIES:**

\_\_\_\_\_  
Chuck Baxter, Personally

**Associated Title & Closing Services Agency, Inc.**  
**ALTA Universal ID 0003105**  
**205 Harrison Street**  
**Ironwood, MI 49938**

**File No./Escrow No.:** G-2916RA  
**Print Date & Time:** January 19, 2022 at 12:17 PM  
**Officer/Escrow Officer:** Samantha Casari  
**Settlement Location:** 205 Harrison St  
 Ironwood, MI 49938  
  
**Property Address:** 1243 Wall St  
 Ironwood, MI 49938  
  
**Borrower:** M.P.D. Midwest Realty, LLC, a Wisconsin Limited Liability Company  
**Seller:** Ottawa Forest Products Inc., a Michigan Corporation  
**Lender:** First State Bank  
**Settlement Date:** January 19, 2022  
**Disbursement Date:** January 19, 2022

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
<b>Financial</b>				
	\$ 850,000.00	Sale Price of Property	\$ 850,000.00	
		Loan Amount		\$ 637,500.00
<b>Prorations/Adjustments</b>				
\$ 376.56		City/Town Taxes 01/01/22 to 01/20/22		\$ 376.56
<b>Loan Charges to First State Bank</b>				
		Appraisal	\$ 5,800.00	
		Appraisal Review	\$ 550.00	
		Flood	\$ 12.00	
		Origination Fee	\$ 1,500.00	
		Attorney Fee	\$ 1,665.00	
		Environmental Phase	\$ 2,650.00	
		Deposit to Other at FSB	\$ 25,000.00	
		Recording Fee		
		Paid by Borrower Outside of Closing		
		\$ 90.00		
		Paid by First State Bank		
<b>Other Loan Charges</b>				
\$ 35.00		Courier Fee	to Associated Title & Closing Services Agency, Inc.	\$ 35.00
		Work Fee	to Associated Title & Closing Services	\$ 500.00

ALTA Settlement Statement Combined - Continued

Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
			Agency, Inc.
		Letter Report Fee	to Associated Title \$ 150.00
<b>Impounds</b>			
<b>Title Charges &amp; Escrow / Settlement Charges</b>			
		Title - Lender's Title Insurance	\$ 500.00
		to Associated Title & Closing Services Agency, Inc.	
		Coverage: \$ 637,500.00	
		Premium: \$ 500.00	
\$ 2,250.00		Title - Owner's Title Insurance (optional)	
		to Associated Title & Closing Services Agency, Inc.	
		Coverage: \$ 850,000.00	
		Premium: \$ 2,250.00	
\$ 300.00		Title - Close Fee	to Associated Title & Closing Services Agency, Inc. \$ 300.00
\$ 50.00		Title - Deed Prep	to Dean Law Office
<b>Government Recording and Transfer Charges</b>			
		Recording Fees	to Gogebic County Register of Deeds \$ 120.00
		Deed:\$30.00 Mortgage:\$90.00	
\$ 935.00		Tax Certificate For Recording of Deed	to County Treasurer \$ 5.00
\$ 6,375.00		Transfer Tax - County	to Gogebic County Register of Deeds
		Transfer Tax - State	to Gogebic County Register of Deeds
		Register of Deeds	to Gogebic County Register of Deeds \$ 30.00
		Kingsford Property	
<b>Payoffs</b>			
<b>Miscellaneous</b>			
\$ 715.56		Estimated Utilities	to City of Ironwood
\$ 30.00		City of Ironwood Fax Fee	to Associated Title & Closing Services Agency, Inc.
\$ 548.44		2021 Winter Tax Bill	to City of Ironwood
		52-23-202-160	
\$ 11,615.56	\$ 850,000.00	<b>Subtotals</b>	\$ 888,817.00 \$ 637,876.56
		<b>Balance Due FROM</b>	\$ 250,940.44





Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit

**Acknowledgement**

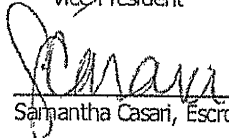
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Associated Title & Closing Services Agency, Inc. to cause the funds to be disbursed in accordance with this statement.

M.P.D. Midwest Realty, LLC, a Wisconsin Limited Liability Company

BY: \_\_\_\_\_  
Member

Ottawa Forest Products Inc., a Michigan Corporation

BY:   
Vice-President

  
Samantha Casari, Escrow Officer

**Equipment Appraisals, LLC**

N3198 Feather Ridge Drive  
Appleton, WI 54913



**Appraisal Report**

of the

**Orderly Liquidation Value (OLV)**  
and the

**Fair Market Value- Removed (FMV- R)**  
of

**Certain Machinery and Equipment**  
of

**Ottawa Forest Products**  
1243 Wall Street  
Ironwood, MI 49938

Prepared for:

**First State Bank**

Prepared by: Fred Franke, CSA  
Equipment Appraisals, LLC

Inspection Date: December 15, 2021  
Effective Date of Appraisal Report: December 15, 2021  
Date of Appraisal Report: December 22, 2021

# Equipment Appraisals, LLC

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## Equipment Appraisals, LLC

First State Bank  
113 W. North Water Street  
New London, WI 54961

December 22, 2021

Attn: Ms. Kristi M. Lodewegen

### Appraisal Report

Dear Ms. Lodewegen:

Pursuant to your request, I, as an EAANA Certified Appraiser, have prepared this Appraisal Report of the "Orderly Liquidation Value" and the "Fair Market Value- In Place " of Certain Machinery and Equipment of Ottawa Forest Products, per the asset listing you provided me, per additional financial expense information provided by management and per my onsite visual inspection.

The assets were located at 1243 Wall Street, Ironwood, MI 49938.

I have not appraised these assets before.

The Intended User is: First State Bank

The Intended Use is for: Financial planning and asset-based lending for a potential buyout.

The appraiser does not intend use of this appraisal by others, nor is the report intended for any other use unless express consent is further granted.

I have investigated into the market conditions for this type of assets in order to prepare this impartial report. The Market Approach, and in some cases, the Cost Approach to value has been used.

The Income Approach to value has not been because it was not applicable for this assignment.

Please review the Executive Summary and Statement of Assumptions and Limiting Conditions on Page 12.

After a thorough analysis of the assets and review of the information made available to me, it is my opinion that on the Effective Date of December 15, 2021, the assets have the values as shown on the certificate that I prepared on December 22, 2021.

This appraisal does not take into consideration the Costs and Expenses usually associated with liquidating the assets. These include liquidation fees, holding period costs and set-up and removal costs.

As an agent of Equipment Appraisals, I certify that I do not have any present or future interest in the appraised property. The fees charged for this appraisal was not contingent on the values reported nor were any undisclosed fees, commissions, or any other compensation received.

Respectfully submitted,



Fred Franke, CSA  
Equipment Appraisals, LLC

# Equipment Appraisals, LLC

## DOES CERTIFY

That on the date given in this certificate,  
to the best of my knowledge and belief,  
it is my opinion that the assets listed in this report

of certain  
**Machinery and Equipment**

of

**Ottawa Forest Products**  
1243 Wall Street  
Ironwood, MI 49938

ON THE BASIS OF THEIR "ORDERLY LIQUIDATION VALUE (OLV)"  
\$1,226,000.

ON THE BASIS OF THEIR "FAIR MARKET VALUE- IN PLACE (FMV-IP)"  
\$2,664,000.

Inspection Date: December 15, 2021  
Effective Date of Appraisal Report: December 15, 2021  
Date of Appraisal Report: December 22, 2021



Fred Franke, CSA  
Equipment Appraisals, LLC

## Equipment Appraisals, LLC

### **CERTIFICATION of Appraisal, I certify that, to the best of my knowledge and belief:**

- The statements of fact contained in this report are true and correct.
  - The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.  
The value opinions are not a guarantee of value.
  - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
  - I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
  - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
  - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
  - My analyses, opinions and conclusions were developed, and this appraiser has made his best effort to prepare this report in conformity with the Uniform Standards of Professional Appraisal Practice and Standards and Procedures of Professional Appraisal Ethics and Practice as defined by the Equipment Appraisers Association of North America.
  - I have personally made a visual inspection of the assets that are the subject of this report, except where marked "Not visually inspected".
  - No one provided significant personal property appraisal assistance to the person signing this report.
  - No pertinent information was withheld and I, the undersigned, further certify that I have not been influenced in any way during the preparation of this appraisal report by any parties having a financial or other interest in this report.
- \* This Appraisal Report complies with USPAP, effective January 1, 2021  
\* This Appraisal Report is in compliance with the EAANA Code of Ethics  
\* The Equipment Appraisers Association of North America (EAANA) has a mandatory Re-accreditation program, for Certified Senior Appraisers (CSA), and I am in compliance with the CSA program requirements.

Inspection Date: December 15, 2021

Effective Date of Appraisal Report: December 15, 2021

Date of Appraisal Report: December 22, 2021



Fred Franke, CSA  
Equipment Appraisals, LLC



# Equipment Appraisals, LLC

## Definitions of Values

The following definition will be used, *Source: Equipment Appraisers Association of North America (EAANA)*)

Orderly Liquidation Value (OLV) is defined as: A professional opinion of the most probable value expressed in cash or equivalent, as of the effective date of the Appraisal Report, that the subject assets could typically realize in a privately negotiated sale. This assumes that the sale would be properly advertised and professionally managed. The seller would be compelled to sell over a period of time as defined below. The buyer would be responsible for the removal of the subject assets at their own risk and expense. The ability of the subject assets to draw sufficient prospective buyers to ensure competitive offers has been considered. Any change in location, condition, deletions or additions to the subject assets, could change these estimated values.

Fair Market Value - Removed (FMV-R) is defined as: A professional opinion of the most probable value expressed in cash or equivalent, as of the effective date of the Appraisal Report, that the subject assets could typically realize in a privately negotiated sale. Neither Seller or Buyer would be compelled to sell or buy, both parties are knowledgeable and fully aware of all relevant facts. The buyer would be responsible for the removal of the subject assets at their own risk and expense.



# Equipment Appraisals, LLC

## Approaches to Value

**Market (Sales Comparison) Approach:** One of the three recognized approaches used in appraisal analysis, this approach involves the collection of market data pertaining to the subject assets being appraised. This approach is also known as the "Comparison Sales Approach". The primary intent of the market approach is to determine the desirability of the assets and recent sales or offerings of similar assets currently on the market in order to arrive at an indication of the most probable selling price for the assets being appraised. If the comparable sales are not exactly similar to the asset being appraised, adjustments must be made to bring them as closely in line as possible with the subject property.

**Cost Approach:** One of the three recognized approaches used in appraisal analysis, this approach is based on the proposition that the informed purchaser would pay no more for a property than the cost of producing a substitute property with the same utility as the subject property. It considers that the maximum value of a property to a knowledgeable buyer would be the amount currently required to construct or purchase a new asset of equal utility. When subject asset is not new, the current cost must be adjusted for all forms of depreciation as of the effective date of the appraisal.

**Income Approach:** One of the three recognized approaches used in appraisal analysis, this approach considers value in relation to the present worth of future benefits derived from ownership and is usually measured through the capitalization of a specific level of income. This approach is the least common approach used in the valuation of machinery and equipment since it is difficult to isolate income attributable to such assets.

## Depreciation

Defined as the actual loss in value or worth of a property from all causes including those resulting from physical deterioration, functional obsolescence, and economic obsolescence.

**Physical Deterioration:** A form of depreciation where the loss in value or usefulness of an asset is attributable solely to physical causes such as wear and tear and exposure to the elements.

**Functional Obsolescence:** A form of depreciation where the loss in value is due to factors inherent in the property itself and due to changes in design, or process resulting in inadequacy, over capacity, excess construction, lack of functional utility, or excess operating costs.

**Economic Obsolescence:** A form of depreciation or loss in value, caused by unfavorable external conditions. These can include such things as the economics of the industry, availability of financing, loss of material and labor sources, passage of new legislation, and changes in ordinances.

**Normal Useful Life (NUL)** - The physical life, usually in terms of years, that a new property will actually be used before it is retired from service. A property's NUL relates to how long similar properties actually tend to be used, as opposed to the more theoretical economic life calculation of how long a property can profitably be used.

# Equipment Appraisals, LLC

## Scope of Work Completed

**Type of Assignment:** Provide a written Appraisal Report of the "Orderly Liquidation Value" and the "Fair Market Value- In Place " of Certain Machinery and Equipment of Ottawa Forest Products, per the asset listing you provided me, per additional financial expense information provided by management and per my onsite visual inspection. The assets were located at 1243 Wall Street, Ironwood, MI 49938. I have not appraised these assets before.

The Intended User is: First State Bank

The Intended Use is for: Financial planning and asset-based lending for a potential buyout.

The appraiser does not intend use of this appraisal by others, nor is the report intended for any other use unless express consent is further granted.

In the USPAP 2018-2019 edition, Scope of Work is defined as: "the type and extent of research and analyses in an appraisal or appraisal review assignment".

This appraiser agreed to:

- (1) conduct on-site visual inspections of Certain Machinery and Equipment, using no special equipment or tests
- (2) collect additional relevant information about Certain Machinery and Equipment from the owner
- (3) prepare a Statement of Assumptions and Limiting Conditions
- (4) research and analyze market and cost data
- (5) provide an opinion of value for each item appraised in the Appraisal Report,
- (6) prepare a written Appraisal Report, using generally accepted appraisal practices and standards.

**(1) Inspection:** On December 15, 2021 I performed an on-site visual inspection and described Certain Machinery and Equipment, using observations and no special tests or equipment.

Mr. Chuck Baxter explained the operation of this plant and detailed the assets to be included in this appraisal report. Mr. Mike Mapes also attended part of this meeting.

Don Jarvenpaa, a maintenance technician, took me on a plant tour and provided asset specific technical information. Also present during part of my visit was Mr. Aaron Ruotsala.

Where available, the information collected by visual inspection confirmed and identified the item's type, make and model, serial number and other relevant value characteristics. Significant items viewed have been photographed and photos are included in the body of this report.

**(2) Collect additional information:** During the evaluation process, I communicated extensively with Mr. Baxter and Mr. Ruotsala and received additional purchasing, specification and condition information for some of the assets.

I found both gentlemen to be cooperative and willing to answer my questions.

**(3) Assumptions and Limiting Conditions:** I established and outlined a Statement of Assumptions, Extraordinary Assumptions and Limiting Conditions that are included in this Appraisal Report. Extraordinary assumptions were made that information provided by the Client to the Appraiser was accurate, that certain machinery and equipment is structurally sound, in good and safe operating order, has standard specifications and is outfitted with basic attachments and options, unless stated otherwise in the specific Item Description, and if found to be false, could alter the appraiser's opinions or conclusions of value.

## Equipment Appraisals, LLC

**(4) Research and Analyses:** From the information obtained, I researched and analyzed the relevant markets using the market (sales comparison) approach to value.

Some of my conclusions are also based on the Cost Approach using a depreciation equation or other formula for determining depreciation or obsolescence. This approach is typically used when no good market comparable values are available, as might be the case with assets too new or too old, obsolete or custom made.

The Income Approach to value has not been used since it is considered not applicable for this assignment.

The resources used in formulating the opinion of value included information from manufacturers and dealers, other appraisers, national auction and for sale data bases, the internet as well as information provided by company management. In addition, this appraiser drew on his 40 years of experience in the new and used equipment and appraisal business to arrive at opinions of value, including:

- \* Jem Machine Inc., Grangeville, Idaho
- \* Construction Equipment Guide 2021 edition
- \* exfactory.com/Sawmill equipment
- \* tractorhouse.com

**(5) Opinions of Values:** Based on my research and analysis I provided an opinion of the "Orderly Liquidation Value" and the "Fair Market Value- Removed" of the items in the Appraisal Report.

**(6) Appraisal Report:** Finishing this assignment, I prepared this Appraisal Report, using generally accepted appraisal practices and standards.

Property Ownership: No investigation was made of the legal status or title to the appraised property. The property interest of the Certain Equipment was assumed to be fee-simple, unencumbered and marketable.

The General Assumptions & Limiting Conditions and the Specific Assumptions and Limiting Conditions are detailed in the relevant section of this report.



# Equipment Appraisals, LLC

## Statement of General Assumptions and Limiting Conditions

The Certification of Appraisal Report is subject to the following assumptions, extraordinary assumptions, hypothetical conditions and limiting conditions.

Assumptions, extraordinary assumptions and hypothetical conditions have affected the assignment results and if found to be false, would alter the Appraiser's opinions and/or conclusions of value.

1. All facts and data set forth in this appraisal report are true and accurate to the best of the appraiser's knowledge and belief.
2. The appraiser has made a personal visual inspection of the property appraised, except where marked "Not visually inspected"
3. The appraiser has no financial interest in the property appraised and has no personal interest or bias with respect to the parties involved.
4. The fee for this appraisal report is not contingent upon the values reported.
5. No investigation was made to confirm ownership of the machinery and equipment appraised. The owner's or clients claim to ownership of the property herein appraised has been assumed to be valid.
6. The appraiser has used his best professional judgment to accurately value the subject machinery and equipment according to the specified definitions, and the values reported in the appraisal documents represent the opinion of the appraiser. Values rendered are an opinion of the appraiser and are not a guarantee of value.  
Such opinions of value are subject to significant alternation and will be affected by time, changes in condition, obsolescence, and technological advancements, changes in the market place or in the economy and many other factors beyond the control of the appraiser. Reliance upon stated values for any purpose, beyond a reasonable period of time is inadvisable.
7. No responsibility is assumed for information furnished by others and the appraiser assumes no responsibility for matters of a legal nature.
8. This appraisal was made for the purpose stated and is not to be used for any other purpose. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the intended users.
9. Possession of this appraisal report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the express written consent of the appraiser.
10. The appraiser, by reason of the appraisal, shall not be required to give testimony as an expert witness in any legal hearing or before any court of law unless advance arrangements have been made with the appraiser at an additional fee.

Continued next page

## Equipment Appraisals, LLC

11. The owners and management are assumed to be competent and the machinery and equipment appraised is assumed to be in good running condition unless otherwise noted.
12. The values stated in this appraisal report reflect only the potential utility of this equipment and no allowance is made for the potential value of a continuing operating business. Profitability, good will or any other financial analysis has not been considered.
13. No analysis, observation, inspection, testing or study of any kind or character is made and no consideration in any manner has been taken into account with respect to the potential or possible presence of hazardous substances or waste on the property appraised, including but not limited to examination or investigation for the presence of asbestos, polychlorinated biphenyls, heavy metals, toxic chemicals, or any other substance which is regulated by law or poses a hazard to human health or the environment.
14. Leasehold improvements have not been taken into consideration unless specifically noted in the appraisal report.
15. This appraisal has been made in accordance with accepted appraisal practices and in accordance with the Procedures of Professional Appraisal Ethics and Practice of the Equipment Appraisers Association of North America (EAANA) and the Uniform Standards of Professional Appraisal Practice (USPAP) and reflects the best judgment of the appraiser.  
When appropriate manufacturers, new and used machinery dealers have been consulted for comparable prices; catalogues, trade publications and comparative results of auction sales have been utilized. Information provided by others has been assumed to be correct for the purposes of this report and no responsibility is assumed for the accuracy of same.  
Since conclusions of the appraiser are based on judgments, isolation of any single element as the sole basis of comparison to the whole appraisal may be inaccurate.
16. During the course of analyses the appraiser may have made use auction data. The appraiser has removed the buyer's premium from any analyses regarding opinions of value.
17. The opinions reported are based upon the definition of values stated in the Definitions of Value and assume that any sale would be properly advertised and managed by a remarketing individual or firm expert in the specific application of the equipment and machinery that is the subject of this report.
18. The appraiser reserves the right to recall all copies of this report to correct any errors or omissions.
19. Our liability for injury or loss, if any, arising from the services we provide to you shall not exceed the amount of our fee charged.
20. This appraisal does not take into consideration the Costs and Expenses usually associated with liquidating the assets. These include liquidation costs, set-up and holding period costs.
21. All asset specifications are assumed to be correct but must be confirmed by the purchaser.

# Equipment Appraisals, LLC

## Executive Summary Statement of Assumptions and Limiting Conditions

The following assumptions and limiting conditions are specific to this appraisal report:

- The equipment is in age-appropriate operating condition
- Information provided by the Client to the Appraiser was accurate
- This appraiser made The Extraordinary Assumption that the financial information provided was correct and reliable.
- That the Equipment listed is functional and in satisfactory and safe operating order, has standard specifications and is outfitted with basic attachments and options, unless stated otherwise in respective Item Description of this report.
- Any assumptions, extraordinary assumptions and hypothetical conditions have affected the assignment results and if found to be false, could alter the Appraiser's opinions and/or conclusions of value.

### Appraisal Narrative

**General:** Ottawa Forest Company specializes exclusively in the production of wood pallet components. In 2010 a fire destroyed the building and many of the production assets. In 2011, after rebuilding the plant facilities, the company purchased a combination of new and used replacement assets. In addition, some salvaged equipment was also re-employed.

This process, besides being expensive, included updating and integrating the assets back into a functioning plant.

The In-Place costs, including shipping, rigging, installation and integration constitute a very significant amount of the overall costs.

For the valuation process, this appraiser did his best to separate "In-Place" cost from asset hard cost. For this process the appraiser relied heavily on financial records provided by management.

In some cases, the financial information did not cover all assets, and required relying on information provided by management and the best judgement of this appraiser.

**Market Conditions:** In the last 2-years wood prices and prices for products such as pallets or pallet components have increased significantly. At the current time, demand for pallets and pallet producing equipment is very strong. The opinions of value reflect this fact.

**Highest and Best Use:** The assets are standard equipment used by other sawmill/pallet manufacturers. In the course of the analysis, the appraiser has considered alternate applications for the assets and based the opinion of value on the "Highest and Best Use".



# Equipment Appraisals, LLC

## APPRAISER'S QUALIFICATIONS

### **Fred Franke, CSA**

Certified Senior Appraiser

Extensive knowledge and experience in machine building, rebuilding, machine design and maintenance as well as manufacturing processes.

His career in manufacturing included assignments as Plant Manager and General Manager.

He founded and was a partner in three successful manufacturing companies.

From 1981 to 2001 he owned and operated F. Franke & Company, Inc., a new and used machinery dealership, operating nationally as well as internationally.

Mr. Franke appraised machinery and equipment for purchase and resale, for banks, accounting firms and manufacturers for a total of 40 years.

He is a past Secretary of the Machinery Dealers National Association/Chicago Chapter.

He is the past chairperson of the Equipment Appraisers Association of North America (EAANA) program planning for the association's annual North American Conference.

### **Education**

- 1981-2021 Various Appraisal Seminars, Continuing Education and Recertification
- 1974-1978 UW Madison and Marquette University School of Business,  
Continued graduate program night school studies
- 1971 B.S. Mechanical Engineering, UW-Madison
- 1968 B.S. Instrumentation Engineering, Gauss Academy, Berlin
- 1964 Journeyman Machine Builder, Osram GmbH, Germany

### **Memberships and Certification**

- \* Equipment Appraisers Association of North America (EAANA)
- \* Certified Senior Appraiser (CSA) of the EAANA
- \* Uniform Standards of Professional Appraisal Practice (USPAP)  
effective January 1, 2020
- \* Second Degree Black Belt, Karate America, 5/14/2016
  
- \* The Equipment Appraisers Association of North America (EAANA) has a mandatory Re-accreditation program for Certified Senior Appraisers (CSA), and I am in compliance with the program.

# Equipment Appraisals, LLC

## USPA Certification



## EAANA Membership Certification





# **Equipment Appraisals, LLC**

## **Equipment Write Up, Item Description & Valuation**

of the

**Orderly Liquidation Value (OLV)**

and the

**Fair Market Value- In-Place (FMV-IP)**

of

**Certain Machinery and Equipment**

of

**Ottawa Forest Products**

1243 Wall Street

Ironwood, MI 49938

Prepared for:

**First State Bank**

Prepared by: Fred Franke, CSA

Equipment Appraisals, LLC

Inspection Date: December 15, 2021

Effective Date of Appraisal Report: December 15, 2021

Date of Appraisal Report: December 22, 2021

## Equipment Appraisals, LLC

Item	Photo	<p style="text-align: center;"><b>Certain Machinery and Equipment</b> of <b>Ottawa Forest Products</b> 1243 Wall Street Ironwood, MI 49938</p> <p style="text-align: center;">Effective Date: December 15,2021 All specifications are assumed to be correct but must be confirmed by the purchaser</p>	<p style="text-align: center;"><b>OLV</b> Opinion Of Value</p>	<p style="text-align: center;"><b>FMV-IP</b> Opinion Of Value</p>
1	<p>19-20</p> <p>21-22</p> <p>22-23</p> <p>23-24 32</p> <p>33 29</p> <p>31</p>	<p><b>Saw Mill Production Machinery and Equipment for the Manufacturing of Wood Pallet Components, processing 6in to 10in diameter logs</b></p> <p>Debarker System, handling 6in to 10in diameter logs, including the following equipment, <u>located outside the building</u>:</p> <ul style="list-style-type: none"> <li>* Live Deck (unit #101) that feeds the debarker, deck made of used and newly constructed components, raised steel structure with live chain top taking logs to step feeder entire debarker system is supported by vertical steel beams anchored in concrete pads, logs are loaded onto deck by Hood Forwarder</li> <li>* Step Feeder (unit #102), separates, elevates and places logs, one at a time, into infeed conveyor, purchased as used equipment</li> <li>* Infeed Belt to debarker (unit #103), concave belt conveyor moves single logs into debarker</li> <li>* Circa 1995 Nicholson A5 High Speed Automatic 22in Ring Debarker (unit #104), SN 5899, 100hp ring drive, purchased used from dealer in 2019, equipped with bark under belt and outfeed chain conveyor, upgraded and reconditioned, operator control panel Equipped with Outfeed Chain, delivers single log to live deck #2</li> <li>* Brandt 1580 Grain Belt Conveyor, 15in wide hydraulic belt conveyor x 80ft long, removes, elevates and discharges chips from debarker</li> <li>* Hydraulic Power Unit, free standing elevated hydraulic power system with dual pumps and single electric motor drive, provides power to above equipment</li> </ul> <p>All debarker system equipment, made up of used and new components, reworked, upgraded and integrated into one functioning system.</p>	280,000	750,000
2	<p>33-35</p> <p>38-39</p>	<p>Chop Saw System including the following equipment:</p> <ul style="list-style-type: none"> <li>* Live Deck #2 (unit #202), log transfer chain from debarker, from outside to <u>inside of building</u>, raised steel structure with live chain top, deck constructed of older used and newly build components and is supported by vertical steel beams anchored in concrete pads</li> <li>* Infeed Chain to chop saw (unit #201), made from pre-existing components, controls updated</li> <li>* Chop Saw (unit #203), 48in diameter single blade circle saw, circa 2006 saw,</li> </ul>	30,000	100,000

## Equipment Appraisals, LLC

		reconditioned, controls updated, integrated, single cut, cuts 100in long logs into (2) 50in long pieces, hydraulic log kicker, central dust collection port		
3	40-41  39 42-44	2017 Circle Scragg-Cooper System (item #396), including the following equipment: <ul style="list-style-type: none"> <li>* Live Deck #3 (unit #301), log infeed deck to Scragg Saw, older original equipment, reconditioned, controls updated, integrated, hydraulic log kicker</li> <li>* 2017 Cooper Scragg 48in Huskframe (unit 302), (2) 48in diameter blades each with 75hp motor drive, top power log thru-feed, saw cuts length wise and produces 2-sided cant, equipped with (2) hydraulic driven 18in slab belts, central dust collection port</li> <li>* (1) Patz conveyor moves saw dust to in-plant waste belt</li> <li>(1) 40in x 20ft Material Mover Belt Conveyor for waste removal</li> <li>* Horizontal Scragg Saw (unit #303), single head with horizontal band blade, Cuts off 3<sup>rd</sup> rounded cant edge, hydraulic outfeed kicker, central dust collection port, outputs 3-sided cant</li> </ul> pre-fire equipment reconditioned, controls updated, integrated	120,000	375,000
4	46-48  49 84-85  45	Stringer Manufacturing Line, including the following equipment: <ul style="list-style-type: none"> <li>* 48in Infeed Chain Conveyor (unit #401) to trim saw, older original equipment, reconditioned, controls updated, integrated</li> <li>* 2012 Trim Saw (unit #402), (2) 48in single blades with electric motor drive, trims both ends of cant to 48in length, central dust collection port, reconditioned, controls updated, integrated</li> <li>* 48in Trim Saw Outfeed Chain Conveyor (unit #403)</li> <li>* Operator Sorting Station, manual separation of stringer- from board material, stringer material goes to Browco In-Feed conveyor</li> <li>* 1994 Brewco Band Saw (unit #609), (5) floor mounted heads, @ head with 20hp variable speed electric motor drive, front and rear hold downs, central dust collection port, reconditioned, controls updated, integrated</li> <li>(1) shared Hydraulic Power Unit, Electric Panel, 440 volt electrics</li> <li>* Froedge, "small" Edger for producing deck boards from "small" stringers</li> </ul>	90,000	200,000
5	63-66  73 67-69 72  69 70-71	Stringer Manufacturing Line- Continued, including the following equipment: <ul style="list-style-type: none"> <li>* 50ft Infeed Belt Conveyor and Infeed Gangsaw Chain Conveyor</li> <li>* 1988 Pendu M4300 Gang Circular Saw (unit # 407), SN 88022, purchased used, installed in 4/01/2017, 2019 improvements at a cost of \$72,961.</li> <li>* Go Fast Deduster (unit # 408), stringer sort table</li> <li>* Notcher Dual Head LPS Series 2000 (unit # 410), purchased as used equipment, with outfeed Chain Conveyor to Stringer Stacker installed, upgraded, integrated</li> <li>* Infeed Chain Conveyor to Stringer</li> <li>* Circa 1990 Stringer Stacker (unit # 412), pre-fire original equipment, reworked, upgraded and integrated</li> </ul> Equipped with 2010 in-house build hydraulic Lumber Lift	85,000	90,000

## Equipment Appraisals, LLC

6	80-81  86  49-53  60-61	Board Manufacturing Line, including the following equipment: <ul style="list-style-type: none"> <li>* Incline Belt Conveyor to Edger (unit # 603)</li> <li>* Fastline Super Edger Circular Saw (unit # 604), dual bay 4in and 6in, produces 2-edged cant, equipped with Infeed Edger Belt and Outfeed Belt pre-fire original equipment, reworked, upgraded and integrated</li> <li>* 1992 3-Head Band Trim Saw Reclaim Line (unit # 502)</li> <li>* 40in Circular Trim Saw (unit # 607), cuts boards to 40in length, purchased used after fire, reconditioned, build Infeed System, integrated</li> <li>2011 Brewco (North) Band Saw (unit #404), (5) floor mounted heads, @ head with 40hp variable speed electric motor drive, front and rear hold downs, central dust collection</li> <li>(1) shared 20hp Hydraulic Power unit with heat exchanger, Electric Panel, 440 volt electrics</li> <li>(3) 2010 Hydraulic Lumber Lifts, in-house built</li> <li>System components reconditioned, controls updated, integrated</li> </ul>	215,000	465,000
7	—	Slab Recovery Saw Not operational, in storage, Not visually inspected, information provided	20,000	30,000
8	99-102	Morbark 10 OUT Circular Chop Saw, SN 24 "old" Saw, Not in use	2,000	5,000
9	93-96	2007 Precision Husky Wood Chipper, 48in size, 3-knives, 100hp electric motor drive, with chipper screen and infeed ducting	20,000	40,000
10	37  47	Dust Collection System, including the following: <ul style="list-style-type: none"> <li>* Pneumafil model 11.5-316 Bag House Dust Collector, SN 1124, 316 filter bags, shell diameter 11.5ft, reverse air cleaning, 100 hp 32,000 CFM blower</li> <li>Ducting throughout the plant with suction ports on all dust producing machinery</li> </ul>	30,000	120,000
11	28, 36 57, 96 103 104 106 108	1-Lot of miscellaneous Conveyors that are not valued as part of machinery, including but not limited to the following: <ul style="list-style-type: none"> <li>Incline Belt to edger, board sorting belt, 40in and 48in trimmer underneath belts and scrap return belts, chipper incline and overs belt, 2-way sawdust loading belts, bin 1 and bin 2 loading conveyors, sawdust overs screener belt, debarker waste and 70ft incline belt conveyors.</li> </ul>	40,000	80,000
12	1-5	<b>Miscellaneous Support Equipment</b>  Circa 2016 Rice Lake Survivor E27511ST100ATV Class 3 Weighing System Truck Scale, SN 693WQNA, steel platform 11ft x 51ft, capacity 200,000 lbs., relocated to plant in 2018, Scale Shack: Keyboard with digital display, Printer	40,000	70,000



## Equipment Appraisals, LLC

13	113-116 111-112	1-Lot of (2) Rotary Screw Air Compressor as follows: * Circa 1090's Ingersoll Rand SSR-EP100, SN F11622U95031, 446 CFM at 125PSIG * 2007 Quincy QGB-30 30hp	10,000	16,000
14	123 121 119 118	1-Lot of Blade Sharpening Equipment, including the following: * (1) Wood Mizer BMT 200/250 table top bandsaw blade Tooth Setter * (4) 2001 Wood Mizer Bandsaw Blade Sharpener, Revision B.01 * (1) Wright W-150 HDB/Ligna circular Blade Sharpener, SN E9532 * (1) Newman Machinery Knife Sharpener, for sharpening Chipper knives	20,000	40,000
15	131 133-134 132	1-Lot of Tool Room Machinery, including the following: * Engine Lathe, model 1500, manufacturer/NA, 10in 3-jaw chuck, spindle speeds to 2,000 rpm, tail stock, 52in between centers, toolholder * Circa 1920's Engine Lathe, manufacturer/model/SN NA, 40in 4-jaw chuck, tailstock, 8ft between centers Cincinnati 2M Horizontal Milling Machine, retrofitted with Tree milling head	3,000	6,000
16	136 137 135	1-Lot of Maintenance Equipment, including the following: * 2014 Millermatic 252 MIG Welder, output 250 A at 28 VDC, w/cabing and MIG Gun * Protig 205 Tig Welder, output 250 A at 28 VDC * 1990's Lincoln Idealarc DC400 portable Welder with LN7 Wire Feeder, rated output 400A/36V/100%, output range 60-500A / 12-42V	4,000	5,000
17	7-11	<b>Material Handling Equipment</b>  2003 Hood AKM-S-182 Forwarder w/hydraulic Boom Loader, SN 186984, Meter shows 69,748 operating hours, 2002 Log Grapple, enclosed cab, diesel engine, 4- wheel drive Equipped w/tandem axle log trailer w/pintle hitch New engine installed in 2011, 8/31/2019 engine upgrade at cost of \$15,875.	45,000	60,000
18	12-14	2019 Volvo L60H Wheel Loader, SN 621933, meter reads 2,434 operating hours, enclosed operator cabin w/heat and AC, 165hp diesel engine, automatic hydrostatic transmission, pneumatic tires, 4WD, Rockland RL2bucket, 108in wide, 6.25 c.y. capacity Hydraulics updated in 8/31/2019 at a cost of \$17,466.	120,000	135,000
19	15-16	2012 John Deere 328D Skid Steer Loader, SN 218830, operating hours NA, ROPS enclosed cabin, 80hp diesel engine, hydrostatic transmission, 2800 lbs. capacity bucket, pneumatic tires	24,000	30,000
20	17-18	2007 Toyota 8FFGU25 Rider Fork Truck, SN 10140, meter reads 13,089 operating hours, EROPS enclosed cab, LPG/propane powered, capacity 4500lb x 131in lift height, 2-stage mast, side shifter, pneumatic tires, forks	8,000	10,000

## Equipment Appraisals, LLC

21	109-110	2019 Toyota 8FFGU25 Rider Fork Truck, SN 93335, meter reads 4,241 operating hours, EROPS enclosed cab, LPG/propane powered, capacity 4,000 to 4500lb x 189in lift height, 3-stage mast, side shifter, solid tires, forks	26,000	32,000
22	128-129	1994 Toyota 42-5FG25 Rider Fork Truck, SN 78400, operating hours NA, ROPS open canopy, LPG/propane powered, capacity 4000lb x 130in lift height, 2-stage mast, side shifter, pneumatic tires, forks	4,000	5,000
		<u>Total</u>	<u>1,236,000</u>	<u>2,664,000</u>

## Equipment Appraisals, LLC





## EXHIBIT A

### OTTAWA FOREST PRODUCTS, INC.

Ottawa Forest Products, Inc. is located within an area designated by the City of Ironwood as an Industrial Development District. Ottawa Forest Products, Inc. is a key element of the limited economic stability within the City of Ironwood, as well as the County of Gogebic and the Western U. P. of Michigan. Any loss or downturn in the operations and employment of Ottawa Forest Products, Inc. would have a significant adverse effect on the City of Ironwood and Gogebic County.

Ottawa Forest Products, Inc. was formed in 1990's with the creation of its Ironwood, Michigan facility, and has progressed since as a viable, competitive company in the wood manufacturing process. Ottawa Forest Products, Inc. sales have reflected steady growth and market share.

A fire at the plant June 3, 2011 destroyed most of the plant essentially causing it to be a total loss and cause a cessation of production. The fire caused a \$800,000 building loss and \$525,000 equipment loss. Equipment that could be salvaged after the fire will require more than \$100,000 in restoration costs (See Exhibit B.) Absent a re-building of the plant, the business would end. The principals of Ottawa Forest Products, Inc. elected to re-build the plant, revive plant operations and retain current employment, a decision some would see as a risky in today's poor economic climate. On the other hand, such a decision can be better seen as reflecting the true commitment of the principals of Ottawa Forest Products, Inc. to the company's prior business operations, its employees and the Ironwood area community.

The new plant will be a 21,984 square foot building (former plant was 18,336 square feet) which will include state of the art equipment and a modernization of the manufacturing process. This rebuilding will accommodate competitive growth, needed expansion, and the renovation of existing manufacturing facility and processes to handle needed expansion of wood production.

The Ironwood plant employed 43 employees at the time of the fire. Within two years of project completion, it is estimated that employment will expand to 52. More importantly, this plant rebuilding will secure existing local employment and not force the transfer of its employment, manufacturing and storage activities out of the area. This employment, and the company's continuation and growth, will always remain contingent upon market conditions, wood supply and customer demands and Ottawa Forest Products, Inc. The Company's goal is to remain competitive in its manufacturing market through its new plant design and manufacturing expertise, product development, manufacturing capacity, the use of state-of-the art equipment and technology, and the skills and commitment of its employees and staff.

The requested IFT exemption and resulting company growth and employment retention/expansion follows the goal of the former Gogebic County EDC to stabilize our local economy, retain existing employment, reverse prior decreases in population, and develop new business growth and employment. Such business investment by Ottawa Forest Products, Inc. will favorably impact the local economy with: (a) Existing business re-investment; (b) Retention of existing businesses; (c) Retention of existing jobs; (d) Allow for the future growth of existing businesses; (e) Further the stabilization of local population and business losses; and (f) Develop both present and long-term community

benefits.

Attached as Exhibit B is a summary of the pertinent information regarding the officers and directors of Ottawa Forest Products, Inc.; background details of the fire and financial losses suffered by the Company; required rebuilding of Ironwood plant and cost thereof; needed refurbishing of salvaged old equipment damaged by the fire; needed new equipment, machinery, furniture and fixtures to be incorporated into the new plant; employees at time of the fire; employees expected within two (2) years of project completion; contractors involved in the project; diagram of new plant dimensions and interior layout; and building permit.



Ottawa Forest Products, Inc.

P.O. Box 99  
1243 Wall Street  
Ironwood, Michigan 49938  
Phone: 906-932-9701  
Fax: 906-932-9704

Ottawa Forest Products, Inc. (O.F.P.) Tax Exemption Application

1. Current officers of O.F.P.  
President, Val Mower  
Vice President, Chuck Baxter  
Secretary, Val Mower  
Treasurer, Val Mower
2. Current directors of O.F.P.  
Chuck Baxter  
Val Mower
3. Person signing Tax Exemption applications and related paperwork of O.F.P.  
Chuck Baxter or Val Mower.
4. Summary of scope of the project
  - A. Date of fire  
June 3, 2011
  - B. Cost of financial loss  
Building : \$800,000.00  
Contents : \$525,000.00  
Business Interruption : To Be Determined
  - C. Property lost in fire  
Debarker & chipper building, main manufacturing building, 25% of shop building, employee bathrooms, office building including main office, two private offices, bathroom, lunch room, mechanical room, saw filing room, parts storage area, office file storage room, saws, tools, finished goods, all electrical, dust collecting system, round table, trim saw edger, all plumbing, all heating and air conditioning & 50% of all records. Log infeed decks, debarker controls, log chop saw, log kicker, closed circuit t.v., log outfield deck, log stop unloader, scragg mill, closed circuit t.v., scragg outfield and kicker, two transfer decks, to the trimmer, tree saw edger and slab feed, trimmer with variable frequency drive, deck board transfer conveyer, stringer transfer conveyer, two five head band horizontal resaws, one horizontal multiple circlesaw resaw with outfield kicker, and storage belt, two hydraulic scissor lifts, two lumber dedusters, notcher infield and outfield, notcher stacker, finished goods, transfer belt, three scissor lifts, four lumber carts, twelve finished goods storage pallets, two return conveyors, seven off fall bi product conveyors, metal detector, and 48" chipper. Plus, office phone system, and office mechanical items.

Exhibit B



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- D. Salvageable items  
Debarker, chipper, log infeed deck, log chop saw, log outfeed deck, scragg mill, one five head band horizontal resaw, metal detector, 48" chipper
- E. Cost to restore salvageable property  
\$100,000.00
- F. Cost required to restore real and personal property  
Building : \$900,000.00  
Equipment : \$1,000,000.00
- G. Old plant and new plant square footage. New plant building and equipment layout.
  - 1. Old plant : 18,336 sq. ft.
  - 2. New plant : 21,984 sq. ft.
  - 3. See attached A & B
- H. Who designed new plant  
Ottawa Forest Products, Inc.
- I. Who are the contractors
  - 1. Building : Wick Buildings  
Manomanie, Wisc.
  - 2. Fire Clean up : Angelo Luppino, Inc.  
Iron Belt, Wisc.
  - 3. Masonary : Ruotsala Concrete Co.  
Ironwood, Mich.
  - 4. Electrical : Lindquist Electric, Inc.  
Ironwood, Mich.
  - 5. Dust Collecting : K.V.A. Engineering, Inc.  
Corcoran, Minn.
  - 6. Heating, Air conditioning  
And plumbing : M & M Heating & Plumbing  
Ironwood, Mich.
  - 7. Pressurized air  
Supply system : Cockrane compressor co  
Wausau, Wisc.
  - 8. Concrete & Blacktop  
Cutting : Northwoods concrete cutting  
Rhineland, Wisc.
  - 9. Blacktop : Northwoods concrete cutting  
Rhineland, Wisc.
  - 10. Fire Supression : J.F. Ahern Co.  
Appleton, Wisc.
- J. List of machinery to be purchased
  - 1. Bark belt & conveyer belt
  - 2. Scragg outfeed



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3. Main bi-product conveyer and Incline conveyer to chipper
4. Cant double feed system, 4" vertical band saw, Cant transfer system & kick off
5. Two each automated feed system to trimmer
6. Two each Two saw trimmer
7. Trim saw off fall conveyer to main conveyer system
8. Two each auto-feed systems to five head band resaws
9. Brewco five head horizontal band saw, deck board sweep system, return belt, kick off and accumulation conveyer.
10. Auto feed to notcher, notcher, notcher outfeed & stacker
11. Two saw stringer trim saw, auto transfer, infeed conveyer, three saw band horizontal, outfeed accumulation belt.
12. 100 h.p. air compressor, accumulation tank, cooler & dryer
13. Dust collecting system, and log house
14. Fire suppression system
15. Heating system, and air conditioning system for manufacturing plant and offices.
16. Phone system
17. Light system for plant & offices
18. Water heater
19. Plumbing fixtures
20. Office desks, chairs & cabinets
21. Office carpeting
22. Tile for floor lunch room, and bathrooms

K. 2011 property tax statement filed with City

L. Date of construction start : 08-29-11

M. Copy of building permit  
See attached E

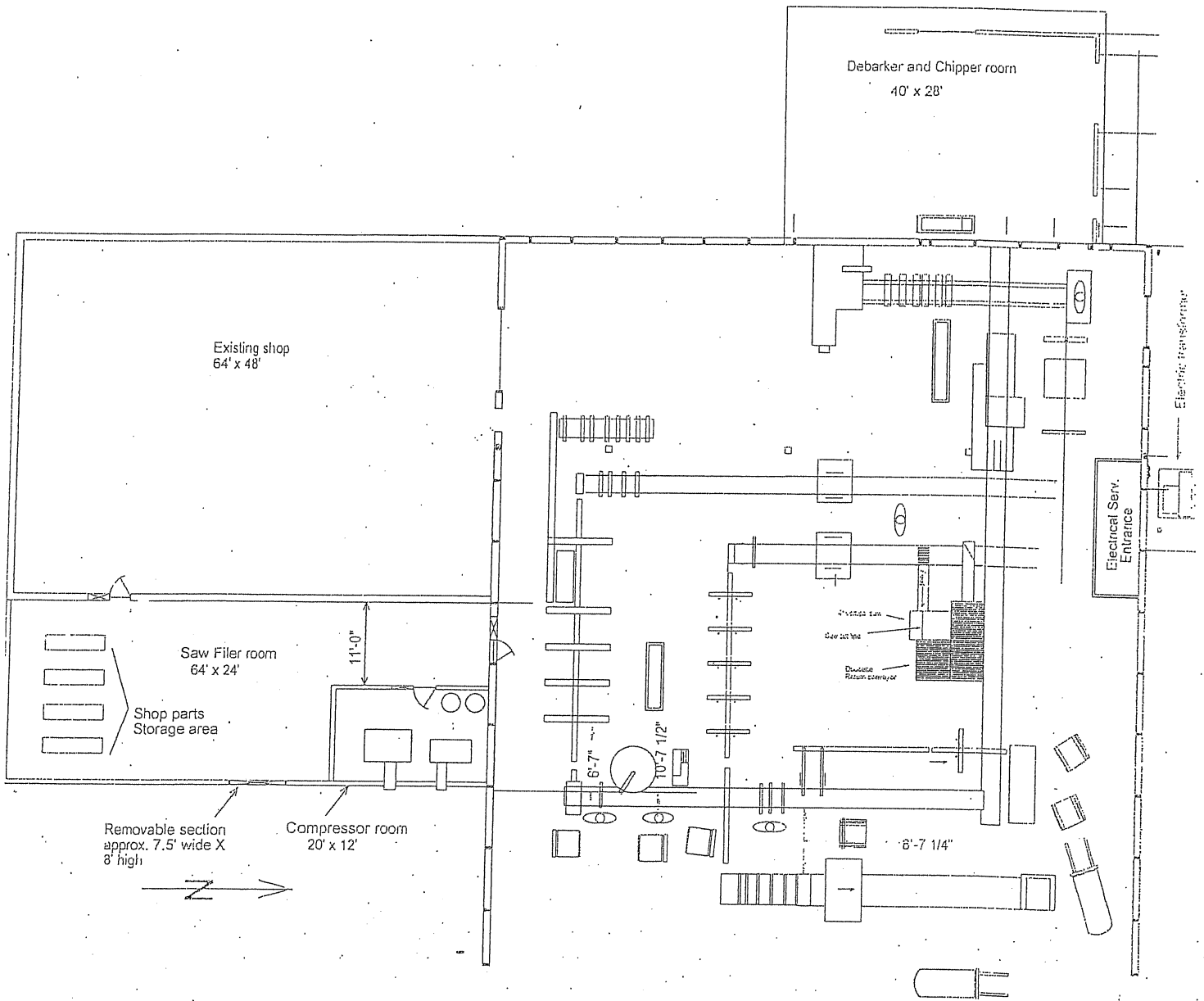
N. # of employees time of fire : 43

O. Est. plant start up : JANUARY 31, 2012

P. # of employees at new plant once in operation : 43

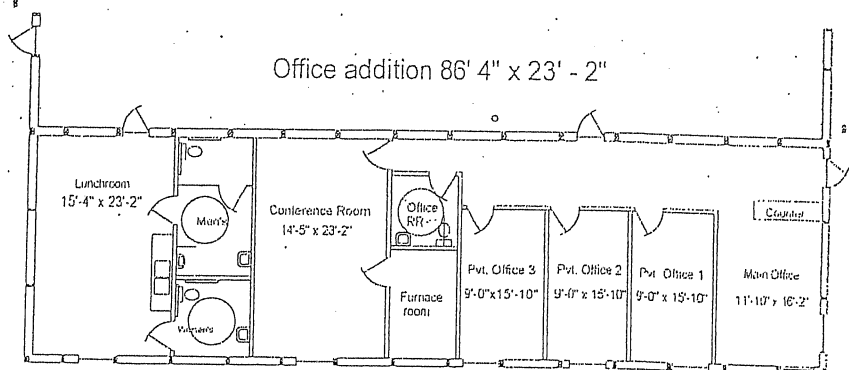
Q. # of employees working at plant two years out : 52





Production floor 86' - 2" x 118' - 7"

Scale: 1" = 20'







## Industrial Facilities Exemption Certificate

New Certificate No. 2012-157

Pursuant to the provisions of Public Act 198 of 1974, as amended, the State Tax Commission hereby finds that the industrial property, as described in the approved application, hereafter referred to as the industrial facility, owned or leased by Ottawa Forest Products, Inc., and located at 1243 Wall Street, City of Ironwood, County of Gogebic, Michigan, within a Plant Rehabilitation or Industrial Development District, is intended for the construction or installation of new industrial property, and complies with Section 9 and other provisions of the act.

Therefore, as provided by MCL 207.551 to 207.572, inclusive, the State Tax Commission hereby certifies the industrial facility as a **new industrial facility**.

This certificate provides the authority for the assessor to exempt the industrial facility for which this Industrial Facilities Exemption Certificate is in effect, but not the land on which the facility is located, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Industrial Facilities Tax.

This certificate, unless revoked by order of the State Tax Commission as provided by Public Act 198 of 1974, as amended, shall remain in force for a period of 12 year(s) for real property and 12 year(s) for personal property;

**Real property component:**

**Beginning December 31, 2013, and ending December 30, 2025.**

**The State Education Tax to be levied for the real property component of this certificate is 6 mills.**

**Personal property component:**

**Beginning December 31, 2013, and ending December 30, 2025.**

**The State Education Tax to be levied for the personal property component of this certificate is 6 mills, unless exempted by MCL 207.564(4) which was enacted with the creation of the Michigan Business Tax.\***

This Industrial Facilities Exemption Certificate is issued on **June 11, 2013**.

**A TRUE COPY  
ATTEST:**

*Heather S. Burris*

Heather S. Burris  
Michigan Department of Treasury



*Douglas B. Roberts*

Douglas B. Roberts, Chairperson  
State Tax Commission

\*Contact the local assessor for further clarification regarding the classification and tax applied to the personal property component of this certificate.

## LEASE OF BUILDING

This Lease of Building is made as of the date of the last signature at the foot of this document.

### 1. BASIC PROVISIONS

1.1 Landlord: M.P.D. Midwest Realty LLC

1.2. Tenant: MPD Ottawa Cutstock, LLC

1.3. Property: 1243 Wall Street, Ironwood, MI 49938

1.4. Term: Approximately Five (5) Years as set forth herein

1.41. Commencement Date: January 19, 2022

1.42. Termination Date: December 31, 2026

1.43. Option to Extend: There shall be an option for Tenant to extend for up to two successive five-year option terms. Tenant must provide notice to extend current term for an additional five years at least 6 months prior to expiration of then current term.

1.5. Rent: \$7,500 monthly for first 12 months. In successive 12-month periods including option terms (if any). Rent shall increase 2.5% over previous year's rent beginning January 1, 2023, and increasing by 2.5% January 1 of each year thereafter.

1.6. Permitted Uses: Industrial and related legal uses.

### 2. Index:

#### Paragraph

1. Basic Provisions
2. Index
3. Demise and Possession
4. Quiet Enjoyment
5. Use Limitations
6. Rent
7. Taxes and Assessments
8. Services
9. Maintenance and Repair; Utilities
10. Alterations and Leasehold Improvements
11. Right of Entry
12. Release and Indemnification
13. Insurance
14. Casualty

15. Public Taking
16. Default
17. Termination
18. Holdover
19. Limitation of Remedies
20. Assignment and Subletting
21. Definitions
22. Miscellaneous
  - 22.1 Interpretation
  - 22.2 Subordination
  - 22.3 Notices
  - 22.4 Execution
  - 22.5 Binding Effect
  - 22.6 Financial Statements and Estoppel Certificates
  - 22.7 Assignment of Lease or Rent
  - 22.8 Time of Essence
  - 22.9 Memorandum
  - 22.10 Signs
23. Option to Purchase

3. Demise and Possession. Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the term set forth in Paragraph 1.4, subject to the provisions of this Lease. Landlord shall deliver the Property to Tenant on the Commencement Date. Landlord shall represent and warrant to Tenant for a period of ninety (90) days following the Commencement Date (the "Warranty Period") that (i) the Property, including without limitation the roof and all structural portions thereof and all dock doors, roll-up doors, and dock levelers (if any) and (ii) all building systems, including without limitation, the HVAC system, electrical, life safety, plumbing, internet and mechanical systems, shall be in good working order, condition and repair and in compliance with all applicable laws, including without limitation the Americans with Disability Act requirements and any other applicable statutes and regulations regarding accessibility. During the Lease Term, Tenant, its employees, invitees and patrons shall have the right to use the driveways, parking areas, landscaped areas and all other portions of the Property. If, within the Warranty Period, any or all of the representations and warranties set forth herein are found to be inaccurate or untrue (collectively, "Defects"), Landlord shall be responsible for all costs to cure such Defects that exceed Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate (collectively, "Excess Warranty Costs") and shall remit such Excess Warranty Costs to Tenant within ten (10) days after Tenant's written demand therefor.

4. Quiet Enjoyment. Landlord covenants that it has full right, title and authority to enter into this Lease. So long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly enjoy the Property free from hindrance by Landlord or any party claiming by, through or under Landlord, subject, however, to zoning laws and ordinances. Landlord further covenants that the Property is zoned for the use contemplated by Tenant, which is industrial use.

5. Use Limitations. The Property shall be used for the Permitted Use described in Paragraph 1.6, and for no other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose, or to injure or tend to injure the reputation of the Property, provided however, Landlord acknowledges that the Permitted Use shall not be deemed in violation of the foregoing restrictions. Tenant shall not (a) cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Property; (b) cause or allow any flammable material to be stored or used within the Building, except as required for the operation of Tenant's business; or (c) cause or allow any hazardous or toxic substance or waste to be used or stored (except as required in the ordinary course of Tenant's business) or released, spilled, dumped or otherwise disposed of in, on or at the Property.

6. Rent.

6.1 Base Rent. Tenant agrees to pay to Landlord, without notice or demand and without any right of offset or deduction, except as specifically provided in this Lease, the Rent identified in Paragraph 1.5, subject to adjustments as provided herein, which shall be delivered to Landlord at the address set forth in Paragraph 1.1, above, or to such other address as may be from time to time specified in writing by Landlord. The amount specified in Paragraph 1.5 shall be payable in advance on the first day of each month during the term hereof. A pro rata amount shall be due and payable at the start of any partial month during the term hereof.

The obligation to pay rent is hereby declared and agreed to be an independent covenant subject to the terms and conditions of this Lease.

7. Taxes and Assessments.

7.1 Real Property Taxes. Tenant shall pay all taxes on real property that may be imposed during the term of this Lease upon the Property or upon the leasehold estate hereby created or arising in respect to the occupancy, use or possession of the Property by Tenant including the parking areas if such taxes are levied or assessed against Landlord or Tenant. If a single tax bill is issued for the Building Site and Building, and if the Property does not consist of the entire Building, Tenant shall pay Tenant's pro rata share of the property tax attributable to the Property based upon the square footage of the Property versus the Square footage of the Building.

7.2 Personal Property Taxes. Tenant shall pay all taxes on personal property ("Personal Property Taxes") that may be imposed during the term of this Lease upon the Property or upon the leasehold estate hereby created or arising in respect to the occupancy, use or possession of the Property by Tenant.

7.3 Special Assessments. Tenant shall be responsible for special assessments assessed with respect to the Property. If a single assessment is issued for the Building Site and Building, and if the Property does not consist of the entire Building, Tenant shall pay Tenant's pro rata share of the assessment attributable to the Property based upon the square footage of the Property versus the square footage of the Building.

7.4 Refunds. In the event any refund or rebate of Personal Property Taxes with respect to the Property is made, such refund or rebate shall be the property of Landlord. Any refunds or rebates received by Tenant with respect to the Personal Property Taxes shall be deemed trust funds and as such are to be received by Tenant in trust and promptly paid to Landlord; provided however, the amount Tenant owes towards the payment real property taxes in accordance with Section 7.1 hereof shall be reduced by the amount of any such refund or rebate. Tenant will, upon request of Landlord, sign any receipts or other documents which may be necessary to secure the payment of any such refund or rebate and will pay over to Landlord such refund or rebate as received by Tenant.

7.5 Exclusions. Nothing in this Paragraph 7 or elsewhere in this Lease shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, capital, stock or profit taxes, that are or may be imposed upon Landlord, its successors or assigns.

7.6 Contest. Landlord assigns its right to contest property taxes to Tenant during the Term.

8. Services. Tenant, at Tenant's cost, shall provide the following exterior services required for the Property: snow removal, landscape maintenance, and lawn mowing.

9. Maintenance and Repair; Utilities. Tenant shall, at Tenant's sole expense, maintain and keep in good condition and repair the improvements situated in the Property and shall pay all costs in connection therewith, including, but not limited to, the maintenance, repair, and any necessary replacement of the interior walls, fixtures, and portions of the HVAC system, the electrical system, the plumbing system, and mechanical systems that exclusively serve the Property.

Landlord, at Landlord's cost, shall be responsible for all necessary repairs and replacements to structural portions of the Building, including foundations, exterior and interior structural walls, slab, columns, beams and joists, except for damages caused by Tenant. Tenant shall maintain the Property at Tenant's own expense in a safe, clean, orderly and sanitary condition, will not permit undue accumulation of garbage, trash, rubbish or other refuse, will remove the same at its own expense, will remove snow and ice therefrom in between any snow removal services provided by Landlord, and will pay the cost of all services and utilities with respect to the Property including telephone, heat, air conditioning, electricity, gas, water, sewer and all other utilities.

10. Alterations and Leasehold Improvements. Landlord agrees that Tenant may, at its expense, from time to time, make such nonstructural alterations, modifications, improvements in and to the Property as it may find necessary or convenient for its purposes; provided, however, that the value of the Building or the Property shall not thereby be diminished; and provided, further, that no such alterations, modifications, or improvements to the Property shall be made prior to written notice by Tenant to Landlord, which notice shall set forth a detailed statement of the work to be performed and the estimated cost thereof. All such alterations, modifications, and improvements shall be done by such contractor or contractors as Tenant selects. If any alteration, modification or improvement in or to the Property will affect the structure of the Building or if the estimated cost of such alterations, modifications, or improvements shall exceed Fifty Thousand

Dollars (\$50,000.00), such work may be performed only after first obtaining the approval of Landlord, which approval shall not be unreasonably withheld or unduly delayed. Landlord's failure to respond to Tenant's request within fifteen (15) days shall be deemed Landlord's consent to such proposed alterations or improvements. Landlord may demand proof of Tenant's ability to pay prior to approving any request. All work with respect to any such alterations, modifications, and improvements shall be done in a first-class and workmanlike manner and diligently pursued to completion. All such alterations, modifications, and improvements shall be made strictly in accordance with all laws, regulations and ordinances relating thereto and shall become the property (excluding any personal property, trade fixtures, equipment or inventory of Tenant) of Landlord and shall remain upon the Property and be surrendered with the same upon termination or expiration of this Lease, free and clear of any claim of Tenant's mortgagee, if any.

11. Right of Entry. Landlord reserves and shall at all times upon 24 hours prior written notice (with email notice being sufficient), except in an emergency, have the right to enter the Property to inspect the same, to supply any service or to make repairs or improvements to be provided by Landlord to Tenant hereunder. Tenant understands that Landlord will have keys to the Property at all times during the Term of this Lease. Landlord may, for the purposes permitted above, erect, use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Property where required by the character of the work to be performed, provided entrance to the Property shall not be denied Tenant, and further provided that the business of Tenant shall not be interfered with unreasonably. To the extent reasonable, and except in the case of an emergency, the Landlord will erect, use and maintain such scaffolding and other items in such a way as to minimize the impact on the Tenant's use of the Property. Provided that Landlord complies with the foregoing, Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Property, and any other loss occasioned thereby. Said waiver shall not apply to any personal injury. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon or about the Property, and Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open such doors in an emergency in order to obtain entry. Any entry to the Property shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or an eviction of Tenant. Tenant shall permit Landlord (or its designees) to enter the Property to erect, use, maintain, replace and repair pipes, cables, conduits, plumbing, vents and telephone, electric and other wires or other items, in, to and through the Property, as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Building; provided however, Landlord (or its designees) shall not unreasonably interfere with Tenant's use of or access to the Property. In the event Landlord needs access to any under-floor duct, Landlord's liability for carpet replacement shall be limited to replacement of the piece removed to gain such access. All such work shall be done, so far as practicable, in such manner as to minimize interference with Tenant's use of the Property. During the period that is six (6) months prior to the end of the initial term or any extension term of this Lease and with twenty-four (24) hours' prior notice, Landlord shall have the right to enter the Property for the purpose of showing the Property to prospective Tenants.

12. Release and Indemnification.



12.1 Covenant to Hold Harmless. Each party (referred to in this Paragraph 12 as the “Indemnifying Party”) shall indemnify the “Other Party”, and hold it harmless, from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys’ fees, in connection with loss of life, personal injury or illness and/or damage to property arising from or out of any occurrence in, upon or at the Property resulting from the Indemnifying Party’s negligence, willful misconduct, or breach of contract except to the extent caused by the negligence, willful misconduct, or breach of contract of the Other Party, or its agents or employees. In the event that the Other Party shall be made a party to any litigation commenced by or against the Indemnifying Party with respect to such liability, then the Indemnifying Party shall protect and hold the Other Party harmless and shall indemnify the Other Party for all costs, expenses and reasonable attorneys’ fees incurred or paid by the Other Party in connection with such litigation. The indemnification obligations set forth in this Section 12.1 shall survive the expiration or earlier termination of the Lease.

12.2 Non-liability of Landlord. Except as otherwise stated herein, Landlord shall not be liable to Tenant, and Tenant hereby waives and releases all claims against Landlord, for any injury or damage to any person or property in or about the Property or any equipment therein for any reason except to the extent the same arises out of the negligence or willful misconduct of, or breach of this Lease by, Landlord, its agents or employees. All property in or about the Property belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant, and Landlord shall not be liable for damage, theft, misappropriation or loss thereof.

13. Insurance.

13.1 Parties’ Obligations.

(a) Landlord’s Obligations. Landlord shall, at Tenant’s sole expense, maintain fire with extended coverage insurance (collectively “Landlord-Carried Insurance” herein) throughout the term. Tenant shall pay any such invoices prior to any corresponding due date.

(b) Tenant’s Obligations. Tenant shall, at Tenant’s sole expense, maintain throughout the term of this Lease:

(i) Insurance with respect to its leasehold improvements and personal property in an amount equal to one hundred twenty percent (120%) of the replacement cost of such leasehold improvements and personal property;

(ii) Commercial General Liability Insurance with policy limits of not less than \$2,000,000 combined single limit for bodily injury or property damage; and

(iii) Workers’ Compensation and employer’s liability coverage as by law.

Tenant shall comply with such other reasonable requirements as Landlord or any mortgagee may from time to time reasonably request for the protection by insurance of their respective interests.

The insurance carrier and the form and substance of the policies shall be satisfactory to Landlord.

13.2 Policy Provisions. At all times during the term of this Lease and any renewals thereof, the policy of Commercial General Liability Insurance shall name Landlord and Landlord's mortgagee as an additional insured with regard to any liability of Landlord arising out of Tenant's use, maintenance or occupancy of the Property. The Tenant shall require its insurer to include language in all insurance certificates issued to Landlord providing that, should any policies be cancelled before the expiration date, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A copy of each paid up policy evidencing such insurance or a certificate of the insurer certifying such policy shall be delivered to the Landlord prior to the commencement of this Lease and upon each renewal of the policy.

13.3 Waiver of Subrogation. Landlord and Tenant hereby release each other from liability for any loss or damage to property caused by fire or any other perils which have been insured against, even if such loss or damage is caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be in force only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder, and then any release will be effective only to the extent of the insurance proceeds paid under such policies. Landlord and Tenant agree that they will request their insurance carriers to include in their policies such a clause or endorsement.

13.4 Proceeds of Insurance. All proceeds of insurance paid by reason of damage to or destruction of the Property or any portion thereof shall be held by Landlord and applied toward the cost of its restoration and repair.

#### 14. Casualty.

14.1 Damage or Destruction. If the Property or Building is destroyed or damaged by fire or other casualty covered by a standard fire and extended coverage policy, then (unless this Lease is terminated as hereinafter provided) Landlord shall, after adjustment of such loss and within thirty (30) days after the date of the casualty, notify Tenant whether the Building (excluding the tenant improvements) can be restored within one hundred eighty (180) days after the date of final adjustment of such loss. If Landlord determines that the Building can be restored within one hundred eighty (180) days after the date of final adjustment of such loss, Landlord shall proceed to restore the Building to the condition which Landlord furnished to Tenant upon the commencement of the Term. If Landlord notifies Tenant that the Building cannot be restored within one hundred eighty (180) days after the date of final adjustment of such loss, or if the restoration of the Building is not actually substantially complete within two hundred forty (240) days after the date of final

adjustment of such loss, then in any such case, Tenant shall have the right to terminate this Lease. Tenant's option to terminate under this Paragraph shall be exercised, if at all, by written notice to Landlord within thirty (30) days after the expiration of the applicable period.

Landlord shall be under no obligation to restore any alterations, improvements or additions to the Building or the Property made by Tenant unless the same are covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such Tenant improvements or additions. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration.

If the Building or any part thereof shall be rendered untenable by any such destruction or damage, except where such damage is caused by the negligence or intentional act of Tenant, then a pro rata portion of the rent based upon the number of square feet of area in the Building which are untenable shall be abated until the Building or such part thereof shall have been put in tenable condition or until the date on which Landlord receives from Tenant a notice of exercise of its option to terminate the Lease.

14.2 Subordination to Rights of Mortgagee. Tenant agrees that at any time and from time to time upon not less than ten (10) days prior request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that the provisions of this paragraph are subject to the rights of Landlord's mortgagee, provided that such mortgagee has executed a non-disturbance agreement recognizing Tenant's occupancy of the Property.

## 15. Public Taking.

15.1 Taking of Part or Whole. If all or part of the Property shall be taken by eminent domain or disposed of under a threat of any impending taking, then the term of this Lease shall cease as to the part so taken, sold or disposed of from the day possession of that part is relinquished and the Tenant's obligations as to the part so taken shall be paid to that day. If any portion of the Building is taken (or if access to the remaining portion of the Property is rendered impossible), Tenant's rent shall abate from the date of the taking until the date on which the Building is restored to a tenable condition (or access is restored) or this Lease is terminated as provided herein. If the portion taken shall be such as to prevent use of the remainder of the Building for the purposes for which they were leased as reasonably determined by Tenant in the good faith exercise of its discretion, then Tenant shall have ninety (90) days from the Tenant's receipt of notice of the proposed public taking is given to Tenant to deliver written notice of termination to Landlord. If Tenant does not deliver notice within such ninety (90) day period, this Lease shall continue and Tenant shall continue in possession of the remainder of the Property, and Tenant's rent shall abate proportionately from the date of the taking. In the event this Lease is not terminated, then to the extent of the condemnation proceeds Landlord shall make all necessary repairs and restorations to the Property to restore the Property remaining to as near its former condition as circumstances will permit. In the event that Landlord's mortgagee requires that such proceeds be applied to the mortgage indebtedness, Landlord shall have the option to arrange alternate financing or to give Tenant written notice of termination of the Lease as to the balance of the Property still owned by Landlord effective ninety (90) days after payment is

delivered to Landlord or Landlord's mortgagee provided, however, that during such ninety (90) day period, Tenant may attempt to arrange alternate refinancing acceptable to Landlord.

15.2 Award. All compensation awarded for any taking shall be the property of the Landlord; provided, however, that Landlord shall not be entitled to any award made to Tenant for its leasehold interest and improvements, interruption of business or relocation of Tenant's equipment, fixtures and other property, and Tenant shall be entitled to pursue any claim therefor. In the event that the amount awarded fully compensates Landlord for its losses, costs and expenses associated with such taking, the amount of the excess may be paid for Tenant's losses, costs or expenses which are compensable under such law. Notwithstanding the foregoing, compensation awarded with respect to leasehold interest or improvements or additions, as herein defined, paid for by Tenant shall be the property of Tenant.

15.3 Subordination of Award. Except for specific awards made to Tenant as described in Subparagraph 15.2, all compensation awarded with respect to any taking shall be subject to and subordinate to the rights and provisions of any Mortgage or mortgagee, and in the event of any conflict between the provisions of this Paragraph and the provisions of the Mortgage or the rights of a mortgagee, the latter shall control.

16. Default. If (a) default is made in the payment of the rent or any additional charge payable hereunder by Tenant, and such default shall continue for five (5) days after such due date and for five (5) business days after the date on which Tenant receives from Landlord a written notice of such default, (except that Landlord shall not be obligated to give written notice of any such default more than one (1) time in any 12 month period) or (b) default is made in any of the other covenants or conditions herein contained on the part of Tenant and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default if such default cannot be cured within such thirty (30) day period and provided Tenant commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, pass to any party other than Tenant, except with the prior written consent of Landlord, or (d) intentionally deleted, or (e) Tenant shall become Bankrupt, then and in any of the above-described events, Tenant shall be in breach of this Lease and Landlord shall have the rights and remedies herein referred to and/or provided and as provided by law.

Upon the occurrence of any such default beyond any applicable notice and cure period, Landlord shall have the option to pursue any one or more of the following remedies (or any other remedy available to it as provided by law, equity or under this Lease):

(a) Give Tenant written notice of intent to terminate this Lease on the date of such notice or on any later date as may be specified therein, whereupon Tenant's right to possession of the Property shall cease and this Lease, except as to Tenant's liability, shall be terminated. In the event this Lease is terminated in accordance with the provisions of this paragraph, all remaining rent due in the then-current term shall be accelerated, discounted to the present value at an interest rate of 8% and become immediately due and payable to Landlord less the fair rental value of the

Property recoverable by Landlord throughout the balance of the term. Tenant shall have the burden to prove the fair rental value recoverable by Landlord. In establishing the fair rental value recoverable by Landlord, Tenant shall also have the burden to prove the earliest date that Landlord could have reasonably relet the Property, and Tenant shall not be entitled to any offset of fair rental value against accelerated rent for any period in which Tenant is unable to establish that Landlord could have reasonably relet the Property. In the event Landlord files suit against Tenant as result of Tenant's default hereunder beyond any applicable notice and cure period, Tenant shall be responsible for all costs of collection including Landlord's attorneys' fees. The foregoing notwithstanding, Tenant shall be entitled to a credit against any amounts owed by Tenant to Landlord following an Event of Default for amounts actually received by Landlord in reletting the Property.

(b) In the manner permitted by law, reenter and take possession of the Property or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, as required by law, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to reenter as provided in this subparagraph, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Property or any part thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and upon other terms (which may include concessions of free rent and alteration and repair of the Property) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefor, but Landlord shall be under a continuing duty to mitigate its damages. No such reentry or taking possession of the Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice. In the event that Landlord does not elect to terminate this Lease but takes possession as provided for in this subparagraph, Tenant shall pay to Landlord (i) the rent and other charges as herein provided which would be payable hereunder if such repossession had not occurred, less (ii) the net proceeds, if any, of any reletting of the Property after deducting all of Landlord's reasonable expenses including, without limitation, repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees for cleaning or security of the Property, repair costs, and expenses of preparation for such reletting. Tenant shall pay such rent and other sums to Landlord monthly on the days on which the rent would have been payable hereunder if possession had not been retaken.

All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent, except as otherwise specifically provided in this Lease. If the Tenant fails to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for thirty (30) days

after notice thereof by the Landlord (or such additional time as reasonably necessary if Tenant commences perform its repair, replacement and maintenance obligations and thereafter diligently pursues the same through completion), the Landlord may, but shall not be obligated to and without waiving or releasing the Tenant from any of its obligations, make any such payment or perform any such other act on the Tenant's part to be made or performed as provided herein. All sums so paid by the Landlord and all necessary incidental costs incurred by Landlord shall be reimbursed by Tenant to Landlord as additional rent. If the Landlord fails to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for thirty (30) days after notice thereof by the Tenant (or such additional time as reasonably necessary if Landlord commences perform its repair, replacement and maintenance obligations and thereafter diligently pursues the same through completion), the Tenant may, but shall not be obligated to and without waiving or releasing the Landlord from any of its obligations, make any such payment or perform any such other act on the Landlord's part to be made or performed as provided herein. All sums so paid by the Tenant and all necessary incidental costs incurred by Tenant shall be reimbursed by Landlord to Tenant or set-off by Tenant against rent.

In the event either party files suit against to enforce the terms and conditions of this Lease, the non-prevailing party shall pay the prevailing party's reasonable costs, expenses and reasonable attorneys' fees in enforcing the covenants and agreements of this Lease, subject to any legitimate defenses. Notwithstanding anything herein to the contrary, in no event shall Tenant be liable to Landlord for any consequential, incidental, punitive, special or indirect damages including but not limited to loss of income or loss of profits.

Failure of Landlord to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Tenant shall pay Landlord's reasonable costs, expenses and reasonable attorneys' fees in enforcing the covenants and agreements of this Lease, subject to any legitimate defenses of Tenant.

17. Termination. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Property to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by insured fire and other casualty only excepted.

18. Holdover. Tenant shall pay Landlord for each day Tenant retains possession of the Property or any part thereof after termination hereof, by lapse of time or otherwise, at one and one half (1½) times the daily base rental plus all other charges payable by Tenant hereunder, for the last period prior to the date of such termination, and also pay all damages sustained by Landlord by reason of such retention, or, if Landlord gives written notice to Tenant of Landlord's election thereof, such holding over shall constitute an extension of this Lease for a period from month to



month, on the terms and conditions of this Lease. This provision shall not be deemed to waive any right either party may have at law, equity or under this Lease.

19. Intentionally Omitted.

20. Assignment, Subletting, and Recording. Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Property or Building without Landlord's prior written consent, which consent shall not be unreasonably denied, conditioned or delayed. In the event Landlord fails to respond to Tenant's request to assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Property or Building within fifteen (15) days after receipt of such request, Landlord shall be deemed to have consented to such request. Notwithstanding Landlord's consent to any of the foregoing, Tenant shall remain liable to Landlord for the payment of rental then due and thereafter to become due and the performance of all other obligations of Tenant hereunder for the balance of the term hereof (except in the event of a Permitted Transfer (as defined herein) in which instance Tenant shall be released from its obligations hereunder from and after the effective date of the Permitted Transfer. Landlord's consent to any of the foregoing shall not constitute a consent to any other assignment, pledge, mortgage, encumbrance, transfer or sublease. If this Lease is assigned, or if the Property or any part thereof are subleased or occupied by anybody other than Tenant, whether with or without Landlord's consent, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Tenant may not record this Lease or any memoranda of this Lease.

Notwithstanding any provision to the contrary in this Section 20, Tenant may, without Landlord's prior written consent, (a) assign this Lease: (i) to any entity controlling, controlled by, under common control with Tenant; (ii) to any parent or subsidiary of Tenant; (iii) in connection with any public offering of securities of Tenant; (iv) to any entity in connection with a merger, acquisition, consolidation or reorganization of Tenant; and (v) to any entity in connection with sale or transfer of all or substantially all of the ownership interests or assets of Tenant (or its parent's or affiliates') (each a "Permitted Transfer") and (b) sublease the Property or any portion thereof. For the avoidance of doubt, the direct or indirect transfer of any stock, equity interests or control of Tenant shall not be deemed or construed as an assignment, sublease, or other transfer requiring Landlord's consent hereunder, and Tenant shall have the right to effect such transfers without Landlord's consent.

21. Definitions

21.1 Bankrupt. Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answers seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Tenant under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or financial institutions; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all

or any part of Tenant's assets or Tenant's interest in the Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing Tenant's inability to pay Tenant's debts generally as they become due; or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or financial institutions, and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Tenant or of all or any part of Tenant's assets or Tenant's interest in the Property, or of any or all of the royalties, revenues, rents, issues or profits thereof shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain un-vacated and un-stayed for an aggregate of sixty (60) days (whether or not consecutive) or a writ of execution or attachment or any similar process shall be issued or levied against all or any part of Tenant's assets or interest in the Property, or any judgment involving monetary damages shall be entered against Tenant which shall become a lien on the Tenant's interest in the Property or any assets of Tenant or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy.

21.2 Building. The buildings and structures located on the Property identified in Paragraph 1.3.

21.3 Building Site. The land and tax parcel upon which the Building is located.

21.4 Commencement Date. The date on which Landlord tenders possession of the Property to Tenant in the condition required by this Lease. Landlord will not tender or have any obligation to tender, possession of the Property to Tenant until Landlord has substantially completed its work, if any, required under this Lease. Landlord will be deemed to have substantially completed its work when such work is sufficiently complete to enable Tenant to perform Tenant's Work required elsewhere herein without undue interference from Landlord's workmen.

21.5 Property. The portion of the Building that is subject to the lease, identified in paragraph 1.3.

21.6 Termination Date. The last day of the term of this Lease, as set forth in Paragraph 1.42.

22. Miscellaneous.

22.1 Interpretation. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. Whenever a period of time is provided in this Lease for Landlord or Tenant to do or perform any act or thing (except for the payment of monetary obligations) Landlord or Tenant, as the case may be, shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of Landlord or Tenant and in any such event such time period shall be extended for the amount of time Landlord or Tenant is so delayed. The invalidity or

unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

22.2 Subordination. This Lease is and shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on or against the real estate and/or improvements which comprise the Property, or on or against Landlord's interest or estate therein, or any part of or interest in the foregoing (and in all cases including all extensions, renewals, amendments and supplements to any mortgage), without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such mortgages as may be required by Landlord, provided that such mortgagee has executed a non-disturbance agreement recognizing Tenant's occupancy of the Property. Notwithstanding anything hereinabove contained in this paragraph, in the event the holder of any mortgage shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage, whether this Lease is dated prior to or subsequent to the date of such mortgage.

22.3 Notices. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing, and delivered in person or sent by United States certified mail, return receipt requested, postage prepaid. Notices and demands to Tenant shall be addressed to it at the address indicated in Paragraph 1.2 until the term commences and thereafter to it at the Property, or to such other place as the Tenant may from time to time designate in a written notice to the Landlord. Notices and demands to the Landlord shall be addressed to it at the address indicated in Paragraph 1.1, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to the Tenant. At the time that Tenant shall give any notice or demand to Landlord under this Lease, Tenant shall give a copy thereof to Landlord's mortgagee, if any.

22.4 Execution. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Property and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Property or the making or entry into of this Lease except as it is expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

22.5 Binding Effect. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

22.6 Estoppel Certificates and Financial Statements. . Either party shall, at any time and from time to time, upon not less than twenty (20) days' prior written notice from the other party, execute, acknowledge and deliver to the requesting party a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature and extent of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which rent and other charges are paid in advance, if any; and (b) acknowledging that there are not, to the receiving party's knowledge or belief, any uncured defaults on the part of the requesting party hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any mortgagee or any prospective purchaser or encumbrancer of the Property. Tenant shall also provide a copy of its annual financial statements to Landlord's mortgagee, if requested by Landlord's mortgagee and if Landlord's mortgagee signs a Non-Disclosure Agreement in a form acceptable to Tenant (which acceptance shall not unreasonably be refused) so as to prevent Landlord's mortgagee from using or disseminating said information to third parties in a way that could tend to harm Tenant, within twenty (20) days after a bona fide request and provision of such signed NDA by the mortgagee.

22.7 Assignment of Lease or Rent. If the Property is at any time subject to a Mortgage, or this Lease or the rent hereunder is assigned to the mortgagee as collateral, and the Tenant is given written notice thereof and the address of such mortgagee, then the Tenant shall not terminate this Lease as a result of, nor claim any offset for, any default on the part of Landlord without first giving written notice to such mortgagee, specifying the default in reasonable detail and affording such mortgagee a reasonable opportunity to make performance for and on behalf of Landlord. Notwithstanding any other provision of this Lease to the contrary, Landlord may assign the Property and its rights under this Lease to a related entity.

22.8 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

22.9 Memorandum. This Lease shall not be recorded without the prior written consent of Landlord.

22.10 Signs. Tenant shall have the right to install and maintain on the Property such signs ("Signs") as Tenant shall deem necessary and proper in connection with Tenant's permitted use of the Property. All Signs shall be installed and maintained in accordance with all applicable federal, state, and local laws and regulations. Tenant shall indemnify and defend Landlord from and against all liability incurred with respect to any Sign. Tenant may use its standard graphics on any signage to be placed on the Building or the Property.

22.11 Hazardous Materials. Landlord represents and warrants to Tenant that as of the Commencement Date the Building, and the Property are free of hazardous substances and in compliance with all applicable environmental laws. Landlord shall defend, indemnify and hold Tenant harmless from and against any and all loss, costs, fees (including without limitation reasonable attorney's and consulting fees), fines, penalties or other damages and liability arising from the existence of hazardous substances in, at, around, under or about the Property, the Building or the Property and/or violations of environmental laws that: (i) exist as of the Commencement

Date and/or (ii) are caused by or arise from the acts and omissions of Landlord; Landlord's agents, employees, and contractors; prior owner's or occupants of the Property, Building and Property; and other occupants of the Property. The indemnification obligations set forth in this Section 22.11 shall survive the expiration or earlier termination of the Lease.

22.12 Subordination of Landlord's Lien. Landlord does hereby agree to subordinate any statutory lien on Tenant's trade fixtures, equipment, inventory or other personal property located at the Property to the lien of any lender providing financing to Tenant that is secured by Tenant's trade fixtures, equipment, inventory or other personal property located at the Property, all pursuant to a landlord lien subordination agreement in form and substance reasonably satisfactory to Landlord.

22.13. Termination of Existing Lease. Effective as of the Commencement Date, that certain Lease Agreement dated July 1, 2018 by and between Landlord and Tenant (formerly known as All Lift Systems, Inc., a Wisconsin corporation) is hereby terminated and of no further force and effect.

Dated: January 1, 2022

**LANDLORD:**  
M.P.D. Midwest Realty LLC

**TENANT:**  
MPD Ottawa Cutstock, LLC

\_\_\_\_\_  
By: Michael P. Mapes

\_\_\_\_\_  
By: Michael P. Mapes

## Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held in person and via Zoom at 5:30 P.M. on Monday, September 12, 2022.

A. Mayor Corcoran called the regular meeting to order at 5:30 P.M.

B. Recording of the Roll.

PRESENT: Commissioner Andresen, Korpela, Mildren, Semo, and Mayor Corcoran.

ABSENT: None.

C. Approval of the Consent Agenda. \*

\*1) Approval of Minutes:

- a. Regular City Commission Meeting Minutes of August 22, 2022.
- b. Special City Commission Meeting Minutes of August 25, 2022.
- c. Special City Commission Meeting Minutes of August 26, 2022.
- d. Special City Commission Meeting Minutes of August 31, 2022.

\*2) Review and Place on File:

- a. DIDA Meeting Minutes of July 26, 2022.
- b. Ironwood Planning Commission Meeting Minutes of November 4, 2021.
- c. Ironwood Planning Commission Meeting Minutes of June 2, 2022.
- d. Ironwood Planning Commission Meeting Minutes of July 7, 2022.
- c. Ironwood Parks and Recreation Committee Meeting Minutes of June 6, 2022.

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

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

There were none.

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

Louise Demasi of 400 Silver Street asked each Commissioner to read over their Michigan Municipal League (MML) packet for the next meeting. She noted four to five people from the community will be coming to speak to the City Commission regarding the City Manager Search at the next City Commission Meeting on September 26, 2022. She stated the City Commission

advertised for a City Manager candidate who had business administration experience. The amount the City Commission approved for the Michigan Municipal League (MML) City Manager Search was to spend up to \$17,000.00. She questioned if they followed the requirements posted on the Michigan Municipal League (MML) website. She stated she will be researching the interview packets of the candidates now that she has that information available to her. She also noted specifically she will be reviewing their education and background.

G. City Engineer Project Updates.

City Engineer Scott Erickson gave an update on active construction projects in the City of Ironwood. The Public Works metal siding and door replacement project is complete and looks nice. The street patching and street paving projects are still being completed. Jake's Excavating is moving along nice on Lowell Street with the water and sewer utility project. Jake's Excavating is also working on the DWAM project. Investigatory work is now done. Interior service line verification is ongoing. The Mountain Bike Trail Project is at a little over 7 miles now. The City Staff will bring a request to the City Commission for a completion-extension to take the project into next year. With the grant, this should be fine. The Water Treatment Plant Project is broken up into two phases now. The consultant is working on Phase I now, and it will go out for bidding in January or February of 2023 for 2023/2024 construction. They will apply for funding through the State process as well as USDA Rural Development funding. The contract with Liquid Engineering will begin tomorrow for cleaning the water tanks. The Hemlock Street project south of US2 is going through the process of bidding. The Bid will go through MDOT, and the contract is on the agenda tonight. The project has been designed. The contractor for the playground equipment installation at the Little League Field should be here in early or the middle of October to do the build.

**OLD BUSINESS**

- H. Discuss and consider adoption of Resolution #022-022, and authorize the City Engineer to sign Contract No. 22-5390 with the Michigan Department of Transportation (MDOT) related to Federal funding for the North Hemlock Street Small Urban Project #22A0823 from Ridge Street to Highway US-2.

Interim City Manager Andrew DiGiorgio confirmed the North Hemlock Street Project and moving the process forward with MDOT as stated in City Engineer Scott Erickson's report.

***Motion** was made by Semo, seconded by Mildren to adopt Resolution #022-022, and authorize the City Engineer to sign Contract No. 22-5390 with the Michigan Department of Transportation (MDOT) related to Federal funding for the North Hemlock Street Small Urban Project #22A0823 from Ridge Street to Highway US-2. Unanimously passed by roll call vote.*

- I. Discuss and consider approval of Pay Application # 4 to Jake's Excavating and Landscaping, LLC in the amount of \$87,778.29 for the City of Ironwood – Drinking Water Asset Management (DWAM) Project and authorize Mayor to sign all applicable documents.

Interim City Manager Andrew DiGiorgio confirmed this is the 4<sup>th</sup> time it has come to the Commission, and it should be wrapping up shortly.



***Motion** was made by Mildren, seconded by Korpela, to approve Pay Application # 4 to Jake's Excavating and Landscaping, LLC in the amount of \$87,778.29 for the City of Ironwood – Drinking Water Asset Management (DWAM) Project and authorize Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

- J. Discuss and consider authorizing Payment #7 to Flowtrack Mountain Bike Trails, LLC in the amount of \$29,126.87 for the MDNR Trust Fund Mountain Bike Trail Project in Miners Memorial Park.

Interim City Manager Andrew DiGiorgio confirmed information related to the Miners Memorial Park Mountain Bike Trails which was addressed by the City Engineer in his update report. Another great project for our community.

***Motion** was made by Semo, seconded by Andresen, to authorize Payment # 7 to Flowtrack Mountain Bike Trails, LLC in the amount of \$29,126.87 for the MDNR Trust Fund Mountain Bike Trail Project in Miners Memorial Park. Unanimously passed by roll call vote.*

- K. Discuss and consider awarding bid to Tiziani Sand and Gravel for the purchase of 3,000 tons of street sand for a total amount of \$29,670.00.

DPW Supervisor Bob Richards requested to award the bid to Tiziani Sand and Gravel, the lowest bidder.

***Motion** was made by Semo, seconded by Mildren, to award a bid to Tiziani Sand and Gravel for the purchase of 3,000 tons of street sand for a total amount of \$29,670.00. Unanimously passed by roll call vote.*

- L. Discuss and consider awarding bid to Tiziani Sand and Gravel for the purchase of 1,000 tons of ditch sand for a total amount of \$9,890.00.

DPW Supervisor Bob Richards requested to award the bid to Tiziani Sand and Gravel as the lowest bidder.

***Motion** was made by Mildren, seconded by Korpela, to award a bid to Tiziani Sand and Gravel for the purchase of 1,000 tons of ditch sand for a total amount of \$9,890.00. Unanimously passed by roll call vote.*

- M. Discuss and consider awarding bid to Jake's Excavating and Landscaping, LLC for the purchase of 1,500 tons of road gravel for a total amount of \$16,830.00.

DPW Supervisor Bob Richards requested to award the bid to Jake's Excavating and Landscaping, LLC who came in as the low bidder.

***Motion** was made by Andresen, seconded by Korpela, to award a bid to Jake's Excavating and Landscaping, LLC for the purchase of 1,500 tons of gravel for a total amount of \$16,830.00. Unanimously passed by roll call vote.*

## NEW BUSINESS

- N. Discuss and consider adopting Resolution #022-024 governing the 2022 Comprehensive Deer Management Program.

Interim City Manager Andrew DiGiorgio noted a resolution needs to come before the Commission each year. The only change he is recommending would be to remove the Miners Memorial Park zone from the map, stating there are safety concerns for users of the park.

***Motion** was made by Semo, seconded by Andresen, to adopt Resolution #022-024 governing the 2022 Comprehensive Deer Management Program. Unanimously passed by roll call vote.*

- O. Consider request to transfer **remaining** Industrial Facilities Tax Exemption (IFT) Certificate #2012-157 from Ottawa Forest Products to Manufacturers Pallet Disposal, Inc. (MPD) and schedule a Public Hearing on Monday, September 26, 2022 at 5:25 P.M. (\*\*APPLICATION FOR REVIEW IN THE CLERK'S OFFICE\*\*)

City Assessor and Blight Officer Jason Alonen presented information on the request to transfer the IFT and the request to set a public hearing for Monday, September 26, 2022 at 5:25 p.m. The real property IFT has 3 years left, and the personal property has 5 years left. The application will need to be sent to the State of Michigan by the City if approved after the Public Hearing.

***Motion** was made by Mildren, seconded by Semo, and carried to schedule a public hearing for Monday, September 26, 2022 at 5:25 p.m. to hear comment on the request to transfer remaining Industrial Facilities Tax Exemption (IFT) Certificate #2012-157 from Ottawa Forest Products to Manufacturers Pallet Disposal, Inc., (MPD).*

- P. Discuss and consider authorization to bid for various sewer parts needed for the general inventory of the Sewer Department.

Utilities Manager Robert Tervonen addressed the Commission with a request to authorize bids for various sewer parts for the Sewer Department.

***Motion** was made by Semo, seconded by Korpela, and carried to authorize bids for various sewer parts needed for the general inventory of the Sewer Department.*

- Q. Discuss and consider authorization to bid for various water parts needed for the general inventory of the Water Department.

Utilities Manager Robert Tervonen addressed the Commission with a request to authorize bids for various water parts for the Water Department. Next year he will be coming back to ask for meters.

***Motion** was made by Semo, seconded by Mildren, and carried to authorize bids for various water parts needed for the general inventory of the Water Department.*

- R. Discuss and consider authorization to bid for a double line stop on the West Aurora Street water main.

Utilities Manager Robert Tervonen addressed the Commission with a request to authorize bids for a double line stop on the West Aurora Street water main. He noted they need a contractor to put in temporary stops so they can isolate the water main.

***Motion** was made by Semo, seconded by Mildren, and carried to authorize bids for a double line stop on the West Aurora Street water main.*

- S. Discuss and consider awarding quote to Harma's Lawn and Property Services, LLC in the amount of \$5,825.00 for clearing along the 16-inch water main easement west of Lake Road.

Utilities Manager Robert Tervonen explained the need for clearing along the 16-inch water main easement west of Lake Road. He noted the difference in the two quotes submitted regarding the work hours listed. Using the quote from Harma's Lawn and Property Services, LLC this would be done in two phases. The work of clearing brush and small trees needs to be completed every five to six years.

***Motion** was made by Semo, seconded by Mildren, to award quote to Harma's Lawn and Property Services, LLC in the amount of \$5,825.00 for clearing along the 16-inch water main easement west of Lake Road. Unanimously passed by roll call vote.*

- T. Discuss and consider adopting Resolution #022-023, MERS Defined Contribution Plan for the Civic Center Manager position.

Interim City Manager Andrew DiGiorgio spoke on behalf of Finance Director and Treasurer Paul Linn regarding the MERS Defined Contribution Plan that has previously been approved by the Civic Center Board for the new Civic Center Manager. This plan currently didn't exist in the City, and we need to make it available for the new Civic Center Manager.

***Motion** was made by Mildren, seconded by Semo, to adopt Resolution #022-023, MERS Defined Contribution Plan for the Civic Center Manager position. Unanimously passed by roll call vote.*

- U. Manager's Report.

Interim City Manager Andrew DiGiorgio verbally gave the Manager's report noting the following items:

\* October 2<sup>nd</sup> – 7<sup>th</sup> will be water main flushing for the City. This is something that is done twice a year, and we are starting to see the results of that. Bottled water will be available at Ironwood Public Safety. City staff will notify the public, but he wanted to get the information out.

\* The City-Wide Clean Up is this week, on Friday from 8:00 a.m. – 2:00 p.m. and Saturday from 8:00 a.m. -11:00 a.m. There is a great response from the community. He also noted he is

working with the Blight Officer Jason Alonen on getting blight letters out and helping them work through those processes.

\* A couple of new businesses will be opening up. Kwik Trip is opening this week, and RIZE will be opening soon. The businesses will have a tremendous impact on our community. Both buildings have a nice design.

\* Grant money that the City has received was addressed. One grant is 100% and is for \$3 million dollars to do lead service repair. The first part was investigation, and the City has this money to start replacing those lines with copper.

\* The Wastewater Treatment Facility has received \$20 million in grant funding as well as a \$5 million low interest loan. This is not a total rebuild, but it can enhance what we have.

\* The Battle of the Badges was this weekend, it raised over \$20,000.00, and Michigan finally won the softball game. It was a great fundraiser that goes to local non-profits and a great event well-received by both communities.

#### V. Other Matters.

Commissioner Semo wanted to add to Andrew DiGiorgio's information on the Wastewater Treatment Plant. It is a big deal. The whole plant is at or beyond its predicted life. We were facing a huge amount of work. This is extremely good for the area.

Commissioner Mildren wanted to publicly thank the Michigan Municipal League (MML) and Glenn Anderson for coming over. We were able to come up with a plan through them. He noted we had 10 good applicants that they narrowed down to five. Any of the five could have been City Manager. A contract will be announced one of these days, and that person will be the new City Manager. Any one of them could have been the manager. They all had the qualifications. The town will move forward with a manager. If he declines this, they have four other people that will be great. He was happy to work with the MML organization and Mr. Glenn Anderson for guiding them.

Commissioner Andresen addressed the semi-trucks on Lowell Street, which is currently cut off to the highway. The trucks were taking detours down other streets and took out some lines today. He is looking again to make sure semi-trucks are not going down Lowell and instead taking Business US-2. They should look at using the roundabout on US-2. He also wanted to make sure everyone is ready to discuss how the Downtown City Square will be used for ice skating. He would like a better plan set up and ready to go this year to have families down there and skating throughout the winter.

Mayor Corcoran noted that the Parks and Recreation Committee or DIDA could discuss the ice skating at City Square. Community Development Director Tom Bergman confirmed this. Mayor Corcoran again noted clean-up for the City will be Friday and Saturday. It's a great opportunity to drop items off for disposal. She was also excited to announce the new program and movie sponsorship at the Historic Ironwood Theater where a business or groups can sponsor

a movie. Commissioner Semo noted a new screen was put in this past year. A fabulous sound system has also been put in.

W. Adjournment.

***Motion** was made by Semo, seconded by Korpela, and carried to adjourn the meeting at 6:08 P.M.*

Kim S. Corcoran, Mayor

Wendy L. Hagstrom, City Clerk



**Proceedings of the Parks and Recreation Committee  
Thursday, July 14, 2022, 5:00 p.m.**

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A regular meeting of the Parks and Recreation Committee was held on Thursday, June 14, 2022 at 5:00 P.M. at the City of Ironwood Memorial Building Auditorium, 213 S. Marquette Street, Ironwood, MI 49938.

1. Call to Order:

Director Bergman called the meeting to order at 5:00 p.m.

2. Election of Chair and Vice Chair:

**Nomination by Kangas to elect Davey as Chairperson.**

**Motion by Kangas to elect as Chairperson. Second by Nezworski. Motion Carried 7 to 0.**

**Nomination by Jindrich to elect Kangas as Vice-Chairperson.**

**Motion by Jindrich to elect Kangas as Vice-Chairperson. Second by Kostelnik. Motion Carried 7 to 0.**

3. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair	X			
Kim Corcoran, ex-officio, non-voting		X	X	
Jerry Nezworski	X			
Linda Jindrich	X			
Randy Kirchhoff		X	X	
Jake Ring		X	X	
	<b>5</b>	<b>3</b>		

Also present; Community Development Director Tom Bergman.

4. Approval of the June 6, 2022 Meeting Minutes:

**Motion by Kostelnik to approve the Meeting Minutes. Second by Nezworski. Motion carried 5 to 0.**

5. Approval of the Agenda:

**Motion by Kostelnik to approve the Agenda. Second by Nezworski. Motion carried 5 to 0.**

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

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

8. Items for discussion and consideration.

- A. Discussion and recommendation for Michigan DNR Surplus lots: Director Bergman presented two lots for sale by the DNR that may have value as they are adjacent to the Beltline Trail and the Montreal River.

**Motion by Jindrich to request the City Commission to purchase the two lots. Second by Kangas. Motion carried 5 to 0.**

- B. Discussion regarding entrance to Miners Park to access butterfly garden: Director Bergman presented the topic and the Committee discussed a possible solution. The Committee needs more information before making a recommendation.

- C. Update on Depot Park: Director Bergman discussed the new hours for the depot park bathrooms. The bathrooms will be opened longer on Wednesday's for the volleyball court.

9. 2022 goal settings.

- I. Cemetery Historical Walk: Ivan is prioritizing the downtown historical walk. He suggested talking with the sexton at the cemetery to gather more information about the people buried in the cemetery.

- II. Forest Management Plan: Director Bergman received a draft RFP from the Conservation District.

- III. Volunteer Coordination (Chamber of Commerce event): No update.

- IV. Lighted Ski Trail: The DNR was in town to see the upcoming projects. Director Bergman brought them to the pending project sites. The DNR liked that the projects were building off each other and providing connectivity.

- V. Pickleball Courts-NEP Grant Opportunity: The City needs to find a new funding source and also a place to locate it. The Committee discussed potential locations.

10. Motorized Update – GRTA: Nezworski said that the City has helped with the trail from Depot Park to the Industrial Park. He was hoping that they could have had input with the reroute of the motorized trail for the festival. Nezworski asked about the stop signs on the intersections between motorized and non-motorized trails.

11. Comprehensive/Park and Recreation Plan Implementation Status of Priority Action Items:



- I. Strategy 4.5 Define and Construct Priority Trail Improvements (Project Updates for MMHP MTB Trails, Curry Park, Southern Beltline Trail Acquisition, Norrie Park Renovation and Water Trail): Four miles of the 10 miles have been completed. The construction will be moving from the main park location to the ancillary locations. Davey asked about right of way between bikers and hikers and Bergman discussed.
  - II. Miners Memorial Heritage Park Update: Art in the park was packed.
12. Other Business: Director Bergman asked for the August meeting to be canceled unless there is something important. The Committee agreed to cancel.
  13. Next Meeting: Thursday, September 8, 2022 at 5:00 p.m.
  14. **Adjournment: Motion by Nezworski to adjourn the meeting. Second by Kostelnik. Motion Carried 5 to 0. Adjournment at 5:39 p.m.**

Respectfully Submitted

  
\_\_\_\_\_  
Sam Davey, Chair

  
\_\_\_\_\_  
Tim Erickson, Community Development Assistant



# IRONWOOD

MICHIGAN | *Find Your North*

## PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION Thursday, August 4, 2022

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A Regular Meeting and Public Hearing of the Planning Commission was held on Thursday, August 4, 2022 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. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Sam Davey	X			
Scott Bissell		X	X	
Stephanie Holloway		X	X	
Mark Silver	X			
John Spence		X	X	
Rich Jenkins	X			
Anne Lawrence	X			
David Andresen ex-officio, non-voting member		X		
	<b>4</b>	<b>4</b>		

Also present: Community Development Director Tom Bergman.

3. Approval of the June 7, 2022 Meeting Minutes:

**Motion by Lawrence to approve the Meeting Minutes. Second by Jenkins. Motion Carried 4 to 0.**

4. Approval of the Agenda:

**Motion by Silver to approve the Agenda. Second by Jenkins. 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 2022-008 Fire Station for Retail Marihuana Establishment Site Plan Revision.

- I. Davey read the public hearing procedures and opened for public comment.

Director Bergman presented the site plan.

The applicants addressed the Commission and discussed certain aspects of the plan.

Silver asked about the retaining structures on the South side of the property and asked about fencing. He also asked about the big trees and the homeowner next to them would like them to be retained. The applicants will look at the items discussed.

Justin Orlich 663 E. Cloverland Dr. He is asking if people would be able to smoke outside of the building. He is also concerned with loitering.

Bergman asked if there could be a fence installed along the north boundary.

Kari Verplank 652 Lake Ave. She mentioned that the spruce tree provides a buffer between their properties. She would like greenery in the parking lot to provide a buffer instead or with a fence. She would like light pollution to be considered with the greenery.

Davey closed the public hearing.

Davey discussed tabling the site plan to be able to look over with the adjustments.

**Motion by Jenkins to table the discussion. Second by Lawrence.**

**Motion Carried 4 to 0.**

B. Discussion and Consideration of PC Case-2022-009 Rize UP Retail Marihuana Sign Request.

- I. The Commission discussed the topic. Since the City is in between zoning ordinances. The new ordinance will be changing and may prohibit a sign similar to Rize UP's request. In the new ordinance, graphical signs are reviewed by the

planning Commission. Myron Berry addressed the corporation. Bergman read the recommendation as stated on the provided memo. Silver asked about the reasons for a smaller electronic sign. Silver asked if they are good with a 3 ft tall square foot sign versus the proposed 4 ft tall sign.

**Motion by Silver to approve the request subject to conformity with the new zoning ordinance. Second by Jenkins. Motion Carried 4 to 0.**

C. Comprehensive Plan Implementation Status of Priority Action Items.

I. Strategy 4.2 Prepare a Wayfinding Master Plan.

a. No update.

II. Downtown Development Plan and TIF Plan Project.

a. Bergman updated the Commission with the project. The Consultant of the project visited the downtown.

8. Other Business: Bergman reached out to George Beck with the Gogebic Conservation district. Beck said that the project in question is in compliance with him and with EGLE. Lawrence asked if there was some communication issues between parties. The Commission talked about the license status of the grow operations and the microbusinesses. The Commission discussed the possibility of revoking unused licenses.

9. Next Meeting: Thursday, September 1, 2022 at the Ironwood Memorial Building Women's Club Room.

10. Adjournment:

**Motion by Silver to adjourn the meeting.**

Adjournment at 6:55 p.m.

Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant

**IRONWOOD HOUSING COMMISSION  
REGULAR MEETING MINUTES  
SEPTEMBER 13, 2022  
PIONEER PARK APARTMENTS – COMMUNITY ROOM  
515 E. VAUGHN STREET – IRONWOOD, MI. 49938**

The regular meeting of the Ironwood Housing Commission was held on September 13, 2022 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, MI. 49938. The meeting was open to the public for in person or available online by Zoom.

Present: Annabelle O'Brien  
Heidi Brown  
Kristine Perry

Absent: Adrienne Chase

1. Call to Order

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

2. Minutes of August 16, 2022 Meeting

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to approve minutes of the August 16, 2022 meeting.

3. Old Business – None

4. New Business

4.1.1 Anderson, Tackman & Company - Audit Engagement letter

Motion by Perry, Seconded by Brown, Unanimously approved through roll call vote to approve the Anderson, Tackman & Company-Audit engagement letter for the Ironwood Housing Commissions annual single Audit.

4.1.2 Capital Fund Purchase-2022 Chevrolet Silverado \$56,239.00

Motion by O'Brien, Seconded by Perry, Unanimously approved through roll call vote to approve the Capital Fund purchase of a 2022 Chevrolet Silverado for \$56,239.00 from Red's Auto.

#### 4.1.3 Capital Fund Project-2022 Window Replacement

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to approve the Ironwood Housing Commissions Capital Fund Project-2022 Window Replacements from Trola Construction in the amount of \$19,744.00.

#### 4.1.4 CFP-Bids for Western 8-1/2' MVP3 Steel V-plow for Maintenance Truck

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to table the decision on the Western 8-1/2' MVP3 V-plow for the maintenance truck until the Director receives some additional information needed from the bidders.

#### 4.1.5 CFP-Bids for-Goodyear Wrangler Duratrac LT245/75R17 Tires

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to approve the purchase of the Goodyear Wrangler Duratrac LT245/75R17 Tires from Zifko Tire & Battery Supply, Inc. located in Ashland, WI. for the new 2022 Chevrolet Silverado truck in the amount of \$799.00.

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

A-Doug Gordon (email) Director-Office of Public Housing

B-Public Housing Assessment System (PHAS)-“**High Performer**”

C-Vacancy Report

D-Account A/R Balance Report as of September 9, 2022

E-Bank Account Reconciliation report as of July 31, 2022

F-Supplementary Stmt. of Income & Expense as of July 31, 2022

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to approve the Ironwood Housing Commissions Consent Agenda.

The Director provided information to the Board of Commissioners on the email the Ironwood Housing Commissions Director received from Doug Gordon, the Director of HUD, Congratulating her for earning a High Performing PHAS rating and appreciated everything that her and her staff do to serve those most in need. Included is the report from Public Housing Assessment Systems (PHAS) Score Report for Interim showing that Ironwood Housing Scored a 90 out of 100 putting them as a High Performer.

Also included is the current Vacancy report for Public Housing, the Account A/R Balance report as of September 9, 2022, the Bank Account Reconciliation report as of July 31, 2022, and the Supplementary Statement of Income & Expense report as of July 31, 2022. This report includes revenue to date, expense to date and total unrestricted net position as of July 31, 2022

6. Disbursements and Checks # 21728 – 21779

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to approve the Ironwood Housing Commissions Disbursements of Checks # 21728 – 21779.

7. Commissioner Comments

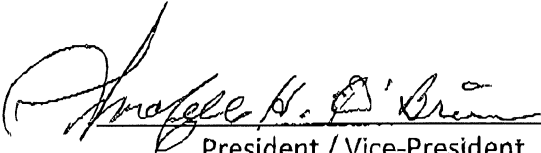
The Director questioned the Board of Commissioners on if the October 11<sup>th</sup> Board meeting could be moved to October 4<sup>th</sup> due to her being out of town at this time. All Board members agreed on the Board meeting being moved to an earlier date on October 4, 2022.

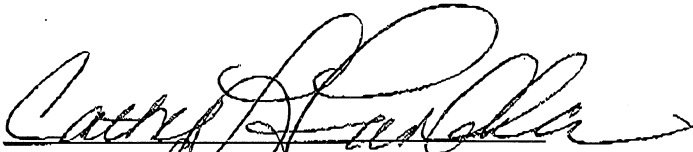
Brown congratulated the Director on becoming a High Performer with (HUD) U.S. Department of Housing & Urban Development for the Ironwood Housing Commission.

8. Public Comments – None

9. Adjournment

Motion by Brown, Seconded by Perry, Unanimously approved through roll call vote to adjourn the meeting. The meeting adjourned at 4:23 p.m.

  
\_\_\_\_\_  
President / Vice-President

  
\_\_\_\_\_  
Executive Director / Secretary

## IRONWOOD CARNEGIE LIBRARY MINUTES

Regular Library Board Meeting

4pm Tuesday, May 17, 2022

Held at the Ironwood Memorial Building Auditorium

- I. **Call to order.** Attending- Wendy Hicks, Amber Hurkmans, Helen Slining, Pam Johnson, Lynne Wiercinski, Wiatt Labo. Absent- Kathi Maciejewski, Kim Corcoran
- II. **Approval of April Financial Reports (including bills)**- Not available
- III. **Approval of April Meeting Minutes** – Moved by Pam Johnson, seconded by Helen Slining. All approved.
- IV. **Adjustments to the Agenda** - None
- V. **Unfinished/Continuing Business**
  - a. **22/23 Budget**-Paul and Lynne put together the recommended budget and presented it to board for approval. A reminder that changes can be made during the year with Board approval. There will be a slight increase in property taxes and secondly, some state revenues may decrease because of decreased population after the Census. We will have a balanced budget. Pam Johnson moved, Helen Slining seconded, and all agreed to approve the 2022/23 Budget as presented. Budget will be presented at the first City Commission Meeting in June
  - b. **Building Updates**- Dusty Boggs will help us with lawn mowing when the City's summer help is unable to do so or until we are given cost. Lynne is following up on other projects.
  - c. **Grant/Fundraising Updates**-The May FOL Book Sale profits were \$2379 and was a tremendous success. Thanks to the great volunteers and helpers. Purchases have been made for the Summer Reading Program. We received the grant for Hotspots. They have arrived and will be hooked up soon. Larry Peterson donated drawings that we can use however we choose. We may sell at a future auction.
- VI. **New Business**
  - a. **Taxing Jurisdictions**- Lynne attended a meeting concerning TIF (Tax Incremental Finance) districts. We need to be informed and educated before any decisions can be made.
- VII. **Director Report** - MI Read author Mary Doria Russell's, The Women of the Copper Country book event at Cold Iron was phenomenal and an enormous success. This Tuesday, historical fiction author John Smolens will be at Contrast at 6:00. We must pay for lodging and mileage. Stipend of \$100 to help cover costs paid by the Humanities. Classic Motor Inn kindly donated free lodging. Lynn will attend the UPRRLC conference on 9/30. There are many good sessions, including training on censoring and screening books.
- VIII. **Board Comments**- Welcome back to Helen Slining!
- IX. **Public invitation to be heard**- None  
(5-minute limitation per speaker)
- X. **Adjournment**- 5:10. Amber Hurkmans moved and Wendy Hicks seconded. All approved.

*Amber Hurkmans*  
*Kathryn M Maciejewski*



## IRONWOOD CARNEGIE LIBRARY MINUTES

Regular Library Board Meeting

4pm Tuesday, August 16, 2022

Held at the Ironwood Memorial Building Auditorium

213 South Marquette St. Ironwood MI 49938

- I. **Call to order.** 4:01 Present- Helen Slining, Wendy Hicks, Kim Corcoran, Lynne Wiercinski, Pam Johnson. Absent- Amber Hurkmans, Kathi Maciejewski.
- II. **Approval of June Financial Reports (including bills)** Pam moved, Helen seconded, passed unanimously.
- III. **Approval of June Meeting Minutes.** Wendy moved, Pam seconded, passed unanimously.
- IV. **Approval of July Financial Reports (including bills)** No minutes as no July meeting. Do not have.
- V. **Adjustments to the Agenda.** Tom Bergman and VI on agenda moved to II.
- VI. **Tax Increment Financing-presentation from Tom Bergman.** Tom explained the TIF district and its part in the downtown development plan. The plan, projects involved, and the area are still being determined. Once the plan is complete, we will see it and have 60 days to decide if we choose to participate.
- VII. **Unfinished/Continuing Business**
  - a. **Building Updates-** Angelo Lupine estimated the front step repair at \$1900. Lynne also asked for an estimate for refinishing the front door and painting the back door. The city mowed the lawn twice. The boiler was checked and inspected.
  - b. **Fundraising-** The FOL will decide at the 9/15 meeting whether there will be a Fall Book Sale. Lynne is working on a silent auction to be held in November.
  - c. **RIDES-** A fuel surcharge was added to the charge for library loan delivery, but Superiorland covered the surcharge.
  - d. **Logo-** Tim Erickson worked on the logo. Lynne will print and share the logo and get patron input.
  - e. **Building Committee-** Lynne is looking at a 9/27 organizational meeting. There are some community members interested in serving on the committee.
- VIII. **New Business**
  - a. **Penal Fine Amount-** TY \$21,342.65, LY 22,020.69 Penal fines are down and population is down due to the census. Alternative ways to fund libraries continues to be
  - b. **SLC Board Member Appointment-** Patti Jahn is still interested in serving.
  - c. **Student Board Member-** Lynne will get the word out and we will revisit at the next meeting.
  - d. **Intellectual Freedom Training-** Lynne can will suggest some dates to show the training so anyone interested can view as a group.
  - e. **Summer Reading-** It was a very good summer with great attendance. 148 registered for Summer Reading and 84 finished. An end of summer party was held at the City Center and 4 bikes were given away.
  - f. **UPRLC Conference-** Lynne will be attending on September 30. The Conference is one day and Lynne will travel the day before.

g. **Close for cleaning-** The library will close two days in September for organizing and clean up. 9/11 is God's Work Our Hands, with projects being completed at the library. This coincides well with the 2-day closing.

**IX. Director Report** – Lynne reported that we are still shorthanded and she is looking at hiring part-time on call help. Also noted that Wakefield Library has hired a new director as one of the part time directors moved from area; continues to be managed by two directors. Lynne will reach out to meet new director soon.

**X. Board Comments-** Helen requested topsoil for the perennials outside.

**XI. Public invitation to be heard.** None  
(5-minute limitation per speaker)

**XII. Adjournment.** 5:09 Wendy moved, Pam seconded, passed unanimously.

*Judy Turkman*  
*Wendy M. H.*

Check Date	Check	Vendor Name	Description	Amount
Bank RIVER RIVER VALL				
08/04/2022	145392	POSTMASTER - IRONWOOD	POSTAGE	85.36
			POSTAGE	85.36
				<u>170.72</u>
08/04/2022	145393	AMAZON CAPITAL SERVICES	LAMINATING SUPPLIES & BNKR BOXES	86.03
08/04/2022	145394	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	73.84
			BOOKS LIBRARY	694.19
			CREIDT MEMO - LIBRARY	(16.13)
				<u>751.90</u>
08/04/2022	145395	CENGAGE LEARNING, INC/GALE	BOOK LIBRARY	28.00
08/04/2022	145396	CIVICPLUS LLC	ANNUAL MUNICODE SUPPORT FEE	1,645.00
08/04/2022	145397	CORE & MAIN LP	100 BACKFLOW&VAC BREAKER	1,856.00
08/04/2022	145398	DAILY GLOBE	SUBSCRIPTION - LIBRARY	173.00
08/04/2022	145399	ELECTION SOURCE	ELECTION SUPPLIES	193.04
08/04/2022	145400	GOGEBIC-IRON WASTEWATER AUTH	WASTEWATER TREATMENT-AUG	88,005.38
08/04/2022	145401	HAWKINS, INC	CHLORINE CYLINDER DEMURRAGE CHGS	40.00
08/04/2022	145402	IRONWOOD WATER & SEWER UTIL	LOWN-118-01 - DEPOT	439.69
			AURW-105-MAIN-01	6,145.95
			AURW-105-SPLA-01	6,979.93
			MARS-213-01	696.43
			MCLW-123-01	881.35
				<u>15,143.35</u>
08/04/2022	145403	M&M PLUMBING & HEATING	633 HURON ST HOOKUP WATERLINE	560.09
			321 LEONARD ST HOOKUP WATERLINE	521.93
			300 N LOWELL HOOKUP WATERLINE	558.69
				<u>1,640.71</u>
08/04/2022	145404	MI MUNICIPAL RISK MNGT AUTH	PREMIUM PAYMENT #1	69,209.50
			PREMIUM PAYMENT #1	11,000.00
				<u>80,209.50</u>
08/04/2022	145405	NIEMI, LAURA	UB refund for account: RIDE-000236-0000-	377.41
08/04/2022	145406	RANGE CORP	MISS DIG	272.00
08/04/2022	145407	ROBERT TERVONEN	TRAVEL EXPS-MTGS&CROSS CONT CLASS	236.50
			DROP OFF WATER SAMPLES-AMASA	123.75
				<u>360.25</u>
08/04/2022	145408	SPECTRUM PRINTERS, INC	ELECTION VOTER TESTING SUPPLIES	270.00
08/04/2022	145409	STAINLESS SOFTWARE, INC	PREMIER CAMPGROUND SERV-JULY	468.00
08/04/2022	145410	TRI-STATE BUSINESS SYSTEMS INC	TONER CONTRACT-MX3070N-LIBRARY	288.84
08/04/2022	145411	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX5071	281.02
08/04/2022	145412	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	35.06
08/04/2022	145413	XCEL ENERGY	GROUP WATER POWER	1,003.19
			1 SUFFOLK ST - STREET LIGHTS	74.93
			110 N LOWELL ST UNIT PAVILION	203.58
			105 W AURORA ST-CITY SQUARE	248.28
				<u>248.28</u>

Check Date	Check	Vendor Name	Description	Amount
				1,529.98
08/10/2022	145414	POSTMASTER - IRONWOOD	POSTAGE	121.46
			POSTAGE	121.46
				<u>242.92</u>
08/12/2022	145415	4 SEASONS LAWN & PROP. SERVICES INC	LAWN MOWNING PARKS	1,390.00
08/12/2022	145416	ANGELO LUPPINO INC	1.53 TNS HOT MIX @\$75TN	121.06
08/12/2022	145417	APEX SOFTWARE	MAINT RENEWAL	340.00
08/12/2022	145418	ASPIRUS MEDICAL GROUP, INC	PHYSICAL EXAM-C CLAUSEN-PSD	17.00
			PHYSICAL-C CLAUSEN&MDOT E FUDALEY	824.00
				<u>841.00</u>
08/12/2022	145419	BEE-VER TREE SERVICE	TREE REMOVAL-HEMLOCK & COOLIDGE	2,960.00
08/12/2022	145420	BELL EQUIPMENT CO	DIRT SHOES&BROOMS-SWEEPER #84	270.04
08/12/2022	145421	CHARTER COMMUNICATIONS	INTERNET & PHONE - DPW	274.15
			E4932 SPRING CREEK RD-PUMP STN	350.39
			E4972 JACKSON RD-CIVIC CTR	517.33
			PHONE - LIBRARY	59.97
				<u>1,201.84</u>
08/12/2022	145422	DAILY GLOBE	BRASS SCRAP BIDS ADV	74.25
			SITE PLAN REVIEW-FIREHOUSE	89.65
			JESSIEVILLE BOOSTER VFD BIDS	89.65
			LITTLE LEAGUE PLAYGROUND IMPRV	178.80
			BLIGHT ORD REPEAT OFFENDERS	89.65
			MARIHUANA COMMERCIAL EST	89.65
			EQUIP OPR II-SEWER JOB ADV	177.00
			NOTICE OF PUB HEARING-CITY SQUARE	89.65
				<u>878.30</u>
08/12/2022	145423	DAILY GLOBE	PUBLIC NOTICES-JULY	851.25
08/12/2022	145424	DEAN LAW OFFICE, P.C.	LEGAL SERVICES - JULY	1,196.00
08/12/2022	145425	EKNB, LLC	UB refund for account: ASHW-000337-0000-	268.00
08/12/2022	145426	FLOWTRACK MOUNTAIN BIKE TRAILS, LLC	MMHP MTN BIKE TRAIL PROJECT	13,592.84
08/12/2022	145427	FREEMAN, ROBERT & KRISTIE	UB refund for account: VAUE-000419-0000-	244.88
08/12/2022	145428	G.T.C. AUTO PARTS INC	SCAN TOOL - DPW	907.49
08/12/2022	145429	GOGEBIC COUNTY TREASURER	2022 SUMMER DEFERMENT PUB NOTICE	21.95
08/12/2022	145430	HARJU PORTA POTTIES, LLC	PORTAPOTTY-MULTI-LOCATIONS	310.00
			PORTAPOTTY-MULTI-LOCATIONS	310.00
			PORTAPOTTY-MULTI-LOCATIONS	310.00
				<u>930.00</u>
08/12/2022	145431	INCREDIBLE BANK-CREDIT CARD	CREDIT CARD PAYMENT	5,121.93
08/12/2022	145432	IRONWOOD WATER & SEWER UTIL	CLEM-205-01	242.37
			AURE-235-01	64.59
				<u>306.96</u>
08/12/2022	145433	JOHN DEERE FINANCIAL	TORX BIT - PICNIC TABLES-CURRY PRK	62.99
08/12/2022	145434	JOHN DEERE FINANCIAL	PAINTING SUPPLIES-CEMETERY	245.43
08/12/2022	145435	JOHN DEERE FINANCIAL	KEY CURRY PARK	1.99
08/12/2022	145436	KNOTT, DENNIS	UB deposit refund for account: BLUE-0005	550.00
08/12/2022	145437	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES-PARKS	619.80

CHECK REGISTER FOR CITY OF IRONWOOD  
CHECK DATE FROM 08/01/2022 - 08/31/2022

Check Date	Check	Vendor Name	Description	Amount
08/12/2022	145438	LAWSON PRODUCTS INC	50 - SPLICE CONNECTIONS - DPW	50.89
08/12/2022	145439	LINDQUIST ELECTRIC, INC	FINANCE CHG - CIVIC CTR	4.01
08/12/2022	145440	LITKE, JANE	UB refund for account: HEMN-001205-0000-	352.45
08/12/2022	145441	LONSWAY, SCOTT	UB refund for account: SOUW-000122-0000-	420.39
08/12/2022	145442	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICES-DEPOT	110.04
			CUSTODIAL SERVICES-DEPOT	110.04
			CUSTODIAL SERVICES-DEPOT	110.04
			CUSTODIAL SERVICES-DEPOT	110.04
			CUSTODIAL SERVICES-CURRY PARK	110.04
			CUSTODIAL SERVICES-CURRY PARK	110.04
			CUSTODIAL SERVICES-CURRY PARK	110.04
			CUSTODIAL SERVICES-CURRY PARK	110.04
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
				<u>1,273.32</u>
08/12/2022	145443	MOXIE VINYL CREATIONS	10 - BRANDING HOODIES	220.00
08/12/2022	145444	O'REILLY AUTO PARTS	WORK LIGHT - DPW	7.59
			GREASE GUN #84	58.99
				<u>66.58</u>
08/12/2022	145445	POWERDMS, INC.	1YR DOCUMENT ACCREDITATION PRG-PSD	5,221.72
08/12/2022	145446	RAPID GRAFIKS AND SIGNS	4- MM BIKE TRAIL SIGNAGE	2,200.00
08/12/2022	145447	REPUBLIC SERVICES #645	RECYCLING-PSD	5.29
			RECYCLING-MEM BLDG	5.29
			GARBAGE&RECYCLING-LIBRARY	34.37
			DUMPSTER - PUMP STN	39.66
			DUMPSTER - CURRY PARK	118.97
			DUMPSTER - RANDA FIELD	118.97
			DUMPSTER - MEM BLDG	178.46
			DUMPSTER - DPW	185.07
				<u>686.08</u>
08/12/2022	145448	REPUBLIC SERVICES #645	RESIDENTIAL GARBAGE & RECYCLING	30,824.10
08/12/2022	145449	RUOTSALA CONSTRUCTION, LLC	INTERSECTION WTR MAIN PRJ	161,243.50
08/12/2022	145450	SAARI'S LAWN SERVICE & PLOWING	CEMETERY LAWN MOWING	4,275.00
08/12/2022	145451	STATE OF MICHIGAN	DNR PARCEL #374700 & #374948-GOGEBIC CO.	12,660.00
08/12/2022	145452	STEIGER'S HOME CENTER	CONCRETE & 6"X100' DRAIN TILE-PINE ST	213.76
08/12/2022	145453	THE WAKEFIELD NEWS	CIVIC CTR MANAGER ADV	47.50
08/12/2022	145454	VAN EPERIN, DEREK	UB refund for account: DOUG-001017-0000-	250.00
08/12/2022	145455	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	80.00
			WATER SAMPLE TESTING	100.00
				<u>180.00</u>
08/12/2022	145456	XCEL ENERGY	CITY STREET LIGHTS	7,399.40
08/12/2022	145457	ZACH PIETRINI	SOLO CONCERT-1ST FRIDAY	700.00
08/12/2022	145458	ZIFKO'S TIRE & BATTERY SUPPLY	1 TIRE-SWEEPER #84	507.28
08/16/2022	145459	POSTMASTER - IRONWOOD	POSTAGE	107.80
			POSTAGE	107.80
				<u>215.60</u>

CHECK REGISTER FOR CITY OF IRONWOOD  
 CHECK DATE FROM 08/01/2022 - 08/31/2022

Check Date	Check	Vendor Name	Description	Amount
08/17/2022	145460	1STAYD CORP	VEHICLE CLEANING SUPPLIES-DPW	338.20
08/17/2022	145461	44 NORTH	BUNDLED FEES HRA, FSA & COBRA-AUG	989.00
08/17/2022	145462	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	34.71
08/17/2022	145463	AMAZON CAPITAL SERVICES	LASER PRINTER - CODE ENFORCEMENT	749.00
08/17/2022	145464	AUTO VALUE IRONWOOD	AIR GOVERNOR #68 - DPW	18.12
			TIE ROD END #32	31.99
				<u>50.11</u>
08/17/2022	145465	BLUE CARE NETWORK OF MICHIGAN	HOSPITALIZATION-SEPT	27,347.43
08/17/2022	145466	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION-SEPT	8,650.30
			HOSPITALIZATION-SEPT	4,394.08
			HOSPITALIZATION-SEPT	4,185.42
				<u>17,229.80</u>
08/17/2022	145467	CHARTER COMMUNICATIONS	INTERNET, TV & PHONE - PSD	641.47
08/17/2022	145468	COMPUTER DOCTORS	MONTHLY BACKUP & MAINT	3,117.10
			FIREWALL UPDATE - PSD	86.16
			EMAIL ISSUES-SERVER	852.50
				<u>4,055.76</u>
08/17/2022	145469	DAILY GLOBE	SUBSCRIPTION - PSD ACCT#412	173.00
08/17/2022	145470	G.T.C. AUTO PARTS INC	SUPPLIES - DPW	216.59
08/17/2022	145471	GALLS, LLC	UNIFORM - PSD	1,201.47
			UNIFORM - PSD	12.75
			UNIFORM - PSD	28.16
			UNIFORM - PSD	74.88
			UNIFORM - PSD	27.00
				<u>1,344.26</u>
08/17/2022	145472	GOGEBIC RANGE SOLID WASTE	TIRE DISPOSAL - DPW	108.00
			BLIGHT CLEAN UP-223 W AYER ST	280.80
			BLIGHT CLEAN UP-223 W AYER ST	273.10
				<u>661.90</u>
08/17/2022	145473	HARJU PORTA POTTIES, LLC	PORTAPOTTY-MULTI-LOCATIONS	310.00
			PORTAPOTTY-MULTI-LOCATIONS	310.00
				<u>620.00</u>
08/17/2022	145474	HDR MICHIGAN, INC	FILTRATION/TREATMENT JUN26-JUL30,22	16,439.07
08/17/2022	145475	IRON COUNTY MINER	1,500 BUSINESS CARDS-PSD	150.00
			700 PURCHASE ORDER FORMS	374.00
				<u>524.00</u>
08/17/2022	145476	IRONWOOD TOWNSHIP	4972 E JACKSON RD-CIVIC CTR	197.27
08/17/2022	145477	IRONWOOD-HURLEY ROTARY CLUB	DUES APR-JUN ERICKSON, SCOTT	50.00
08/17/2022	145478	JOHN DEERE FINANCIAL	CANS OF WASP SPRAY - NORRIE PARK	0.00
08/17/2022	145479	JOHN DEERE FINANCIAL	BOX OF STAKES & STAPLES-PSD	56.96
08/17/2022	145480	KELENY, RAY	UB refund for account: AYER-000233-0001-	292.17
08/17/2022	145481	LEXIPOL LLC	ANNUAL LAW ENFORCEMENT POLICY MANUAL	4,841.00
08/17/2022	145482	MCKIM & CREED, INC	LEAK DETECTION SERVICES	13,500.00
08/17/2022	145483	NORTH AMERICAN BENEFITS CO	LIFE INSURANCE - SEPT	205.90

Check Date	Check	Vendor Name	Description	Amount
08/17/2022	145484	OREILLY AUTO PARTS	RATCHET STRAPS - DPW	36.99
08/17/2022	145485	QUILL CORP	OFFICE & CUSTODIAL SUPPLIES-PSD	228.50
08/17/2022	145486	ROVELSKY & CO	SHIPPING CHGS-SWR CAMERA-DOHENY	349.44
08/17/2022	145487	STATE OF MICHIGAN-MI ST POLICE	SOR - 07.31.22 - PSD	30.00
08/17/2022	145488	TRI-STATE BUSINESS SYSTEMS INC	TONER CONTRACT-MX5071	52.00
08/17/2022	145489	TRUCK COUNTRY OF WISC	8 SPRING KITS #70	3,013.36
08/17/2022	145490	U P ASSESSORS ASSOCIATION	REGISTRATION- JASON ALONEN	200.00
08/17/2022	145491	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE - PSD	135.88
08/17/2022	145492	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	288.00
08/17/2022	145493	XCEL ENERGY	GROUP POWER BILL	4,660.99
08/23/2022	145494	POSTMASTER - IRONWOOD	POSTAGE	118.30
			POSTAGE	118.29
				<u>236.59</u>
08/25/2022	145495	4 SEASONS LAWN & PROP. SERVICES INC	LAWN SERVICE - PARKS	1,390.00
08/25/2022	145496	AL'S HEAVY TRUCK & EQUIPMENT LLC	REPAIR LOADER #74 TIRE	102.90
08/25/2022	145497	AMAZON CAPITAL SERVICES	HP COLOR LASER PRINTER&TONER-WTR	1,489.65
			2 WALL CLOCKS & OFFICE SUPPLIES	76.37
				<u>1,566.02</u>
08/25/2022	145498	ANGELO LUPPINO INC	1.18 TON @\$75 HOT MIX	93.37
08/25/2022	145499	ARAMARK	FLOOR MATS - MEM BLDG	84.53
08/25/2022	145500	AVAYA COMMUNICATION-CIT	PHONE SYSTEM LEASE-MEM BLDG	252.00
08/25/2022	145501	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	149.15
			BOOKS LIBRARY	186.96
			BOOKS LIBRARY	69.85
			BOOKS LIBRARY	736.74
				<u>1,142.70</u>
08/25/2022	145502	BURLINGAME, NICOLE	UB refund for account: HARW-000218-0000-	348.13
08/25/2022	145503	CARROT-TOP INDUSTRIES, INC	36-6' ALUM. SPINNING FLAGPOLES	885.27
			CREDIT MEMO-TAX	(49.48)
				<u>835.79</u>
08/25/2022	145504	CHARTER COMMUNICATIONS	TV & INTERNET - WATER OFFICE DPW	107.97
08/25/2022	145505	CLARO, MANSUETO	UB refund for account: CLOE-001032-0000-	296.34
08/25/2022	145506	CLAUSEN, COLIN	BI-WEEKLY STIPEND JULY25-AUG 21	2,848.00
08/25/2022	145507	COMPUTER DOCTORS	DELL LAPTOP - DPW GARAGE SHOP	2,518.56
			DRIVERS FOR NEW HP PRINTER-DPW	55.00
			COPIER SETUP - ASSESSOR OFFICE	113.05
			MICROSOFT 365 GROUP .GOV ACCT	247.50
			SECURITY FIREBOX M270-SUBSCRIPTION-PSD	2,095.00
			WIFI PRODUCTS FOR DPW GARAGE	1,120.00
				<u>6,149.11</u>
08/25/2022	145508	CORE & MAIN LP	25 - CURB BOXES	1,966.37
08/25/2022	145509	DAILY GLOBE	ADVERTISING - LIBRARY	104.00
08/25/2022	145510	DELIMBA, GEORGE	TRAVEL EXPS-INTERVIEW	500.00
08/25/2022	145511	DELTA DENTAL OF MICHIGAN	DENTAL - SEPT	1,867.30
08/25/2022	145512	DOBRINSKI, CHRIS & NANCY	UB refund for account: MARN-000112-0000-	366.25
08/25/2022	145513	DODGE, KEITH	UB refund for account: FRAW-000314-0000-	225.58
08/25/2022	145514	FIELDS-ALLGEYER, MELISSA	TRAVEL EXPS-INTERVIEW	500.00
08/25/2022	145515	G.T.C. AUTO PARTS INC	MISC SUPPLIES - DPW	77.54

Check Date	Check	Vendor Name	Description	Amount
			TRANSMISSION FILTERS-DPW	86.15
			TIE ROD ENDS #32	173.48
			CREDIT TRANSMISSION FILTER-DPW	(24.88)
				<u>312.29</u>
08/25/2022	145516	GILLUND ENT./JB DIST. CO. INC.	SPRAY LUBRICANT - DPW	277.00
08/25/2022	145517	GIOVANOINI TRUE VALUE HDWR	CHAINSAW CHAINS & MISC PARTS	87.67
08/25/2022	145518	GRAFF, ANTON	TRAVEL EXPS-INTERVIEW	500.00
08/25/2022	145519	HALE, MELODY	UB refund for account: MWAY-000715-0000-	290.62
08/25/2022	145520	HAWKINS, INC	CHLORINE,LPC,SEALS&O-RINGS-PUMP STN	5,847.54
08/25/2022	145521	IRONWOOD WATER & SEWER UTIL	MARS-PRKS-01	30.00
			MARS-CEM-01	23.75
			MARS-CEM-01	21.67
			MARS-SD-01	13.33
				<u>88.75</u>
08/25/2022	145522	JACK DOHENY SUPPLIES INC	SWR MAINLINE&PRIVATE CAMERAS RPR	2,732.58
08/25/2022	145523	JAKE'S EXCAVATING & LANDSCAPING LLC	JUL17-AUG 6 '22 - DWAM PRJ	53,654.58
08/25/2022	145524	JOHN DEERE FINANCIAL	10-6' TREATED PICNIC TABLES-CURRY PARK	2,699.90
			REFUND ON 10-6' TABLES-CURRY PARK	(200.00)
				<u>2,499.90</u>
08/25/2022	145525	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES-DPW	567.65
08/25/2022	145526	LULICH IMPLEMENT INC	HARDWARE SIGNS IRON BELLE TRAIL	230.94
08/25/2022	145527	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICES-MEM BLDG	235.80
			CUSTODIAL SERVICES-MEM BLDG	220.08
			CUSTODIAL SERVICES-MEM BLDG	220.08
				<u>675.96</u>
08/25/2022	145528	MICHIGAN MUNICIPAL LEAGUE	EXECUTIVE SEARCH-CITY MANAGER	8,500.00
			U.P. EDC SUMMIT-MANAGER	60.00
			U.P. EDC SUMMIT-COMMISSIONER SEMO	60.00
			U.P. EDC SUMMIT-COMM. CORCORAN	60.00
				<u>8,680.00</u>
08/25/2022	145529	MONROE TRUCK EQUIPMENT, INC	NEW LIFT GATE FOR #16 - DPW	3,534.90
08/25/2022	145530	NASI CONSTRUCTION LLC	1ST DRAW-DPW GARAGE-SIDING	96,004.80
08/25/2022	145531	NEWAGO JR, JOE	UB refund for account: CLOE-000659-0000-	467.12
08/25/2022	145532	OREILLY AUTO PARTS	UPPER CONTROL ARM&BALL JOINTS#32	154.82
			BRAKE ROTORS #12	200.00
			TRAILER MAINT PARTS #16	68.21
				<u>423.03</u>
08/25/2022	145533	PAT'S FOODS	WIRE STRIPPER LOCK -ACCT#1049	33.98
08/25/2022	145534	PENCHURA, L.L.C.	5 - PUBLIC TRASH RECEPTACLES	8,245.00
			6' BENCH-LITTLE LEAGUE FIELD-DONATION	2,142.00
				<u>10,387.00</u>
08/25/2022	145535	PETTY CASH	REPLENISH PETTY CASH	38.86
08/25/2022	145536	QUILL CORP	CUSTODIAL SUPPLIES-LIBRARY	113.98
08/25/2022	145537	RAPID GRAFIKS AND SIGNS	NAME PLATE" R. SEMO"	20.00
08/25/2022	145538	SCOTT ERICKSON	EXECUTIVE OFFICE FURNITURE	2,000.00
08/25/2022	145539	STATE OF MICHIGAN	S-3 & D-4 EXAMS- J FRANKLIN-#21804	140.00



Check Date	Check	Vendor Name	Description	Amount
08/25/2022	145540	THE NEW YORK TIMES	BOOK REVIEW - #910686856-LIBRARY	16.00
08/25/2022	145541	TOWN OF OMA	SEALANT DUPONT BRIDGE	244.67
08/25/2022	145542	TRI-STATE BUSINESS SYSTEMS INC	SERVICE/SUPPORT NETWORKING ISSUE	55.00
08/25/2022	145543	TROLLA, WILLIAM	UB refund for account: MARE-000427-0000-	390.36
08/25/2022	145544	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MXC303W-COMM DEV	69.13
08/25/2022	145545	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE-MX3070NU - LIBRARY	102.67
08/25/2022	145546	V-BUILDERS, LLC	25% - 633 HURON ST -NEP GRANT	5,670.00
08/25/2022	145547	V-BUILDERS, LLC	75% 173 E COOLIDGE AVE-NEP GRANT	10,860.00
08/25/2022	145548	VERIZON WIRELESS	CELL PHONE CHARGES	851.41
08/25/2022	145549	WESTERN UP DIST HEALTH DEPT-GOGEBIC	CAMPGROUND INSP-CURRY (TOURIST) PRK	275.00
08/25/2022	145550	WEX BANK	GAS USAGE	8,174.34
08/25/2022	145551	WHITE WATER ASSOCIATES, INC	LEAD/COPPER WATER SAMPLES	1,000.00
			TTHM&HALOACETIC WTR SAMPLE TESTING	370.00
				<u>1,370.00</u>
08/25/2022	145552	XCEL ENERGY	4972 JACKSON RD-CIVIC CTR	496.23
			111Z NORRIE PARK RD UNIT PARK	16.83
			5788 OLD COUNTY RD	35.75
			219 E FREDERICK ST	48.41
			PUMP STN & 3 WELLS	5,792.90
			DWNTWN STREET LIGHTS	155.09
			110 N LOWELL ST UNIT DEPOT	134.46
			105 W AURORA - CITY SQUARE	218.55
				<u>6,898.22</u>
08/25/2022	145553	ZIFKO'S TIRE & BATTERY SUPPLY	TIRE - SWEEPER #84	266.77
08/29/2022	145554	POSTMASTER - IRONWOOD	POSTAGE	120.90
			POSTAGE	120.90
				<u>241.80</u>
08/30/2022	145555	AMANDA OLIVIA CLARK	WEBSITE DESIGN&SOCIAL MEDIA-LIBRARY	672.00
08/30/2022	145556	BROADWAY AUTOMOTIVE	COIL,CV SHAFT OIL CHG-#18-PSD	368.17
08/30/2022	145557	CHARTER COMMUNICATIONS	PHONE SERVICE - MEM BLDG	412.31
08/30/2022	145558	FIRE STATION SOFTWARE, LLC	'22 ANNUAL MAINT - PSD	159.00
08/30/2022	145559	FLOWTRACK MOUNTAIN BIKE TRAILS, LLC	MMHP MTN BIKE TRAIL PROJECT	17,938.05
08/30/2022	145560	HASTINGS, MOLLY	UB refund for account: HEMN-000500-0000-	329.90
08/30/2022	145561	HAWKINS, INC	CHLORINE CYLINDER DEMURRAGE CHGS	50.00
08/30/2022	145562	IRONWOOD WATER & SEWER UTIL	LOWN-118-01 - DEPOT	274.38
			DAYO-230-01	80.00
				<u>354.38</u>
08/30/2022	145563	JONES & BARTLETT LEARNING, LLC	FIRE FIGHT SKILLS & HAZMAT-PSD	529.02
08/30/2022	145564	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES- PSD	253.25
08/30/2022	145565	LEXIPOL LLC	ANNUAL FEE EDC PROGRAMS-PSD	1,168.45
08/30/2022	145566	MICHAEL S. ARMATA	XTRA'S PERFORMANCE 1ST FRI 9.2.22	1,500.00
08/30/2022	145567	MORRIS, KENNETH H.	UB refund for account: FREE-000320-0000-	378.73
08/30/2022	145568	QUILL CORP	OFFICE SUPPLIES-PSD	12.49
			OFFICE SUPPLIES-PSD	14.59
				<u>27.08</u>
08/30/2022	145569	STATE OF MICHIGAN	BOILER INSPECTION-LIBRARY	130.00
08/30/2022	145570	TOLENTINO, MURPHY	UB refund for account: SUTS-000615-0000-	368.84
08/30/2022	145571	TRI-STATE BUSINESS SYSTEMS INC	TONER CONTRACT-MXM364N	132.49

Check Date	Check	Vendor Name	Description	Amount
			TONER CONTRACT-MX5071	618.92
				<u>751.41</u>
08/30/2022	145572	U P REGION OF LIBRARY	BARCODE LABELS - LIBRARY	149.00
08/30/2022	145573	WEBBER'S ADC	2-BEAVER REMOVAL-TRAIL&PUMP STN	140.00
08/30/2022	145574	XCEL ENERGY	1 SUFFOLK ST GROUP WATER BILLING	73.12
				<u>1,007.09</u>
				<u>1,080.21</u>

RIVER TOTALS:

(1 Check Voided)

Total of 182 Disbursements:

828,393.47

Bank RVTAX RIVER TAX

08/11/2022	9672	CHRIS SPATH	2022 Sum Tax Refund 52-15-460-080	27.92
08/11/2022	9673	CITY OF IRONWOOD-STREET IMPROVEMENT	TAX DISBURSEMENT JUL25-AUG5, 22	61,624.89
08/11/2022	9674	CITY OF IRONWOOD-TAXES	TAX DISBURSEMENT JUL25-AUG5, 22	878,759.17
08/11/2022	9675	CORELOGIC CENTRALIZED REFUNDS	2022 Sum Tax Refund 52-22-101-030	1,258.69
08/11/2022	9676	CORELOGIC CENTRALIZED REFUNDS	2022 Sum Tax Refund 52-24-353-210	962.25
08/11/2022	9677	GOGEBIC COUNTY TREAS -ST EDUC.	TAX DISBURSEMENT JUL25-AUG5, 22	185,527.83
08/11/2022	9678	GOGEBIC COUNTY TREAS-SUMMER TX	TAX DISBURSEMENT JUL25-AUG5, 22	205,922.86
08/11/2022	9679	GOGEBIC COUNTY TREAS-SUMMER TX	LANDBANK JUL25-AUG5, 22	107.78
08/11/2022	9680	GOGEBIC COUNTY TREAS-SUMMER TX	BROWNFIELD JUL25-AUG5, 22	2,811.97
08/11/2022	9681	GOGEBIC-ONT INTERMEDIATE - TAX	TAX DISBURSEMENT JUL25-AUG5, 22	111,377.81
08/11/2022	9682	IRONWOOD AREA SCHOOLS-BOND 1	TAX DISBURSEMENT JUL25-AUG5, 22	16,463.96
08/11/2022	9683	IRONWOOD AREA SCHOOLS-BOND 2	TAX DISBURSEMENT JUL25-AUG5, 22	49,714.58
08/11/2022	9684	IRONWOOD AREA SCHOOLS-DEBT	TAX DISBURSEMENT JUL25-AUG5, 22	44,120.80
08/11/2022	9685	IRONWOOD AREA SCHOOLS-TAX	TAX DISBURSEMENT JUL25-AUG5, 22	283,365.21
08/11/2022	9686	STATE OF MICHIGAN - LANDBANK	ST SCHOOL AID FUND JUL25-AUG5, 22	36.81
08/11/2022	9687	WELL FARGO BANK	2022 Sum Tax Refund 52-22-314-190	755.51
08/29/2022	9688	CARL VANDENBURG	2022 Sum Tax Refund 52-22-401-180	1,694.18
08/29/2022	9689	CARL VANDENBURG	2022 Sum Tax Refund 52-22-313-030	964.83
08/29/2022	9690	CITY OF IRONWOOD-STREET IMPROVEMENT	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	58,139.84
08/29/2022	9691	CITY OF IRONWOOD-TAXES	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	869,961.31
08/29/2022	9692	VOID		0.00
08/29/2022	9693	GOGEBIC COUNTY TREAS -ST EDUC.	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	171,738.75
08/29/2022	9694	GOGEBIC COUNTY TREAS-SUMMER TX	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	194,271.48
08/29/2022	9695	GOGEBIC COUNTY TREAS-SUMMER TX	LANDBANK RECEIPTS 2201-2860 AUG 8-26,22	242.52
08/29/2022	9696	GOGEBIC-ONT INTERMEDIATE - TAX	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	105,077.05
08/29/2022	9697	IRONWOOD AREA SCHOOLS-BOND 1	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	15,499.46
08/29/2022	9698	IRONWOOD AREA SCHOOLS-BOND 2	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	46,796.92
08/29/2022	9699	IRONWOOD AREA SCHOOLS-DEBT	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	41,531.77
08/29/2022	9700	IRONWOOD AREA SCHOOLS-TAX	TAX DISB. RECEIPTS 2201-2860 AUG 8-26,22	414,651.36
08/29/2022	9701	KAHL, RONALD	2022 Sum Tax Refund 52-15-379-090	27.20
08/29/2022	9702	STATE OF MICHIGAN - LANDBANK	ST. SCHOOL AID FUND-REC 2201-2860 AUG 8-	75.26
08/29/2022	9703	WHEELER, CHARLETTE	2022 Sum Tax Refund 52-27-232-090	194.72
08/29/2022	9704	WHEELER, CHARLETTE	2022 Sum Tax Refund 52-27-232-080	685.55

RVTAX TOTALS:

(1 Check Voided)

Total of 32 Disbursements:

3,764,390.24

Check Date	Check	Vendor Name	Description	Amount
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REPORT TOTALS:

(2 Checks Voided)

Total of 214 Disbursements:

4,592,783.71

**RESOLUTION NO. 022-025**  
**RESOLUTION APPROVING APPLICATION OF MPD OTTAWA**  
**CUTSTOCK, LLC FOR TRANSFER OF INDUSTRIAL FACILITIES**  
**EXEMPTION CERTIFICATE #2012-157 TO**  
**MPD OTTAWA CUTSTOCK, LLC**

Minutes of a meeting of the City Commission of the City of Ironwood, held on September 26, 2022, in the Commission Chambers, Ironwood Memorial Building, City of Ironwood at 5:30 p.m.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**RESOLUTION APPROVING APPLICATION OF MPD OTTAWA**  
**CUTSTOCK, LLC FOR TRANSFER OF INDUSTRIAL FACILITIES**  
**EXEMPTION CERTIFICATE #2012-157 TO**  
**MPD OTTAWA CUTSTOCK, LLC**

**WHEREAS**, pursuant to P.A. 198 of 1974, MCLA 207.551 et seq., after a duly noticed public hearing, this City Commission by Resolution(s) dated November 12, 1974 and March 23, 1992 established the Ironwood Industrial Park Industrial Development District No(s). 1 & 2; and

**WHEREAS**, MPD Ottawa Cutstock, LLC has filed an Application for the transfer of an existing Industrial Facilities Tax Exemption Certificate #2012-157 as previously issued to Ottawa Forest Products, Inc. as it concerns the former Ottawa Forest Products, Inc. wood manufacturing business equipment acquired by MPD Ottawa Cutstock, LLC and wood manufacturing business real estate leased by MPD Ottawa Cutstock, LLC as located within the Ironwood Industrial Park; and

**WHEREAS**, before acting on said Application, the Ironwood City Commission held a public hearing on September 26, 2022 at the Commission Chambers in the Ironwood Memorial Building, at \_\_:\_\_ p.m.; and, prior to said hearing, the applicant, the Assessor and a representative of the affected taxing units were given written notice thereof together with duly published public

notice provided the general public at large, and were afforded an opportunity to be heard at said hearing on said Application; and

**WHEREAS**, the requested transfer of Industrial Facilities Tax Exemption Certificate #2012-157 and remaining tax exemption benefits thereunder to MPD Ottawa Cutstock, LLC is permitted by applicable Michigan law; and

**WHEREAS**, MPD Ottawa Cutstock, LLC, as owner of the subject business personal property and lessee of the subject business real estate, is obligated to pay all applicable personal property and real estate taxes on said business personal property and real estate, subject to the tax exemption benefits permitted under Industrial Facilities Tax Exemption Certificate #2012-157 upon transfer to MPD Ottawa Cutstock, LLC: and

**WHEREAS**, approval of the transfer of Industrial Facilities Tax Exemption Certificate #2012-157 to MPD Ottawa Cutstock, LLC is calculated to and will at the time of transfer have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Ironwood; and

NOW, THEREFORE BE IT RESOLVED BY the City Commission of the City of Ironwood that:

1) The Ironwood City Commission finds and determines that the transfer of the Industrial Facilities Exemption Certificate #2012-157 to MPD Ottawa Cutstock, LLC, considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Ironwood or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Ironwood.

2) The Application of MPD Ottawa Cutstock, LLC for the transfer of the Ottawa Forest Products, Inc. Industrial Facilities Tax Exemption Certificate #2012-157 to MPD Ottawa Cutstock, LLC is hereby approved as pertains to the business personal property and real estate covered thereby, all of which being located within the Ironwood Industrial Park Industrial Development District No(s). 1 & 2 within Section 23, T47N, R47W, City of Ironwood, Gogebic County, Michigan, and which real estate is more specifically described in the attached Exhibit "A".

3) As a condition of granting this Resolution approving the subject Application and requested transfer off Industrial Facilities Tax Exemption Certificate #2012-157 to MPD Ottawa Cutstock, LLC, MPD Ottawa Cutstock, LLC shall execute the attached Exhibit "B" Agreement and Exhibit "C" Affidavit.

4) Industrial Facilities Tax Exemption Certificate#2012-157 as transferred to MPD Ottawa Cutstock, LLC as concerns the subject business personal property and real estate covered thereby shall remain in force and effect for the remaining term of said Certificate.

5) AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS:

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Wendy L. Hagstrom, Ironwood City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Commission of the City of Ironwood, Gogebic County, Michigan at a regular meeting held on September 26, 2022 at 5:30 p.m.

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Wendy L. Hagstrom, Ironwood City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Located in the City of Ironwood, County of Gogebic, and State of Michigan, legally described as:

**PARCEL A**

All that part of the Northeast 1/4 of the Northeast 1/4, Section 23, Township 47 North, Range 47 West, more particularly described as follows:

Commencing at the Southeast corner of said Northeast 1/4 of the Northeast 1/4, the same being the Southeast corner of Lot 6 of the City of Ironwood Industrial Park, marked by a set railroad spike;

thence North 89°35'24" West, along the South line of said Northeast 1/4 of the Northeast 1/4, a distance of 606.63 feet to a point being the Southeast corner of Lot 7 of said Park and on the West line of the proposed North/South future road and being the POINT OF BEGINNING;

thence North 00°40'13" East, a distance of 417.05 feet, more or less, to the intersection with the South line of Wall Street in said Park and being the Northeast corner of Lot 7 in said Park;

thence Westerly, along the South line of Wall Street in a general course of North 89°41'58" West and as said street line arcs on a 60 foot radius from the center of Wall Street in Lot 9 for an overall distance of 662.85 feet, more or less, to the Northwest corner of Lot 10 in said Park, said point being 76 feet from the West line of said Northeast 1/4 of the Northeast 1/4;

thence South 00°18'02" West, a distance of 424.96 feet, more or less, to the South line of said Northeast 1/4 of the Northeast 1/4 and to the Southwest corner of Lot 10 in said Park, and which point is 76.24 feet Easterly from the West line of said Northeast 1/4 of the Northeast 1/4;

thence North 89°35'24" East, along the South line of said Northeast 1/4 of the Northeast 1/4, a distance of 638.52 feet, more or less, to the POINT OF BEGINNING.

(Also known as Lots 7, 8, 9 and 10 of the City of Ironwood Industrial Park.)

**PARCEL B**

All that part of the East 1/2 of Lot 11 of the City of Ironwood Industrial Park, being part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 47 North, Range 47 West, described as follows:

Commencing at the one-quarter corner common to Section 14 and 23, Township 47 North, Range 47 West;

thence North 89°33'37" East along the section lines common to Sections 14 and 23, a distance of 167.31 feet;

thence South 00°26'13" East 849.03 feet;

thence South 89°41'58" East 1142.50 feet;

thence South 00°18'02" West 30.00 feet to the South right-of-way of Wall Street and the POINT OF BEGINNING;

thence continuing South 00°18'02" West 426.10 feet;

thence North 89°35'24" East 92.51 feet;  
thence North 00°18'02" East 424.96 feet to a point on the South right-of-way of Wall Street;  
thence North 89°41'58" West along said street right-of-way 92.50 feet to the POINT OF BEGINNING.

#### PARCEL C

That part of the Southeast 1/4 of the Northeast 1/4, Section 23, Township 47 North, Range 47 West more particularly described as:

Commencing at the 1/4 corner common to Sections 14 and Section 23, Township 47 North, Range 47 West;

thence North 89°28'59" East along the line between Sections 14 and 23 a distance of 167.03 to the centerline of Luxmore Street;

thence South 00°30'57" East along the centerline of Luxmore Street a distance of 1318.86 feet to the North 1/16 line of Section 23 as monumented and the South line of the platted Ironwood Industrial Park;

thence North 89°30'46" East along the South line of the Industrial Park a distance of 1152.89 feet, more or less, to a found 5/8" solid iron rod and the POINT OF BEGINNING;

thence continuing North 89°30'46" East a distance of 714.43 feet to a point intersecting the platted West right of way of East Street;

thence South 00°35'35" East along said street right of way a distance of 200.00 feet;

thence South 89°30'51" West a distance of 717.41 feet;

thence North 00°15'40" East a distance of 200 feet to the POINT OF BEGINNING.

#### PARCEL D

All that part of the Southeast 1/4 of the Northeast 1/4, Section 23, Township 47 North, Range 47 West, more particularly described as:

Commencing at the aluminum capped iron rod marking the Northeast corner of said Section 23;

thence along the East line of said Section 23, South 00°15'47" East a distance of 1320.15 feet to the North 1/16 corner common to Sections 23 and 24, marked with a railroad spike;

thence along the North 1/16 line of said Section 23, South 89°30'46" West a distance of 606.37 feet to Westerly right-of-way line of Easy Street;

thence along said Westerly right-of-way line, South 00°35'35" East a distance of 200 feet to a 5/8" capped iron rod;

thence South 89°30'51" West 297.59 feet to an iron rod, the POINT OF BEGINNING;

thence South 00°35'35" East a distance of 204.85 feet to the Northerly right-of-way line of Ayer Street marked with a 5/8" capped iron rod;

thence along said Northerly right-of-way line South 82°08'37" West a distance of 422.96 feet more or less to an iron rod;

thence North 00°15'40" East 259.66 feet to an iron rod;

thence North 89°30'51" East 419.82 feet to the POINT OF BEGINNING.



**EXHIBIT B**  
**AGREEMENT**

MPD Ottawa Cutstock, LLC (hereinafter “MPD”) and the CITY OF IRONWOOD hereby enter into the following Agreement as concerns a request of MPD to transfer to MPD the remaining years left under IFT Certificate 2012-157 as previously granted to Ottawa Forest Products, Inc. by the City of Ironwood, and in consideration of said transfer approval, the parties agree that:

1. The terms and conditions recited in this Agreement shall be made part of the IFT Certificate 2012-157 and the transfer request of MPD.
2. The requested subject IFT Certificate transfer approval is conditioned upon MPD complying with all obligations placed upon it by this Agreement. Should MPD not so comply, upon hearing thereon and failure to reasonably cure said default, the City of Ironwood reserves the right to petition the Tax Commission to either revoke the tax exemption or decrease the remaining term of the IFT Certificate to a shorter period determined reasonable and appropriate by the City of Ironwood.
3. Should MPD close and relocate its facility before the term of the Tax Exemption Certificate has expired, the City of Ironwood reserves the right to collect from MPD that portion of tax savings obtained by MPD by reason of said IFT Certificate transfer and in an amount determined reasonable and appropriate by the City of Ironwood.
4. The Tax Exemption Certificate shall not be assignable without the consent of the City of Ironwood and the Michigan Tax Commission, as applicable. Should MPD transfer business ownership within the term of said IFT Certificate, MPD or its successor, must first appear before the City of Ironwood requesting assignment and transfer approval of said IFT Certificate and remaining tax exemption benefits thereunder. If the requested assignment is consented by the City of Ironwood, and which assignment and transfer approval shall not be unreasonably withheld, the property shall be placed back on the regular tax rolls and the remaining period of the IFT Certificate terminated.

*(Signature page to follow).*

DATED: September 26, 2022

CITY OF IRONWOOD

MPD OTTAWA CUTSTOCK, LLC

BY: \_\_\_\_\_

NAME: Kim S. Corcoran

TITLE: Mayor

BY: \_\_\_\_\_

Michael P. Mapes

Sole Member

BY: \_\_\_\_\_

NAME: Wendy L. Hagstrom

TITLE: Clerk

**EXHIBIT C**

**AFFIDAVIT**

NOW COME Andrew DiGiorgio, Interim City Manager on behalf of the City of Ironwood, Gogebic County, Michigan and \_\_\_\_\_, authorized Member on behalf of MPD Ottawa Cutstock, LLC who mutually enter into this Affidavit for purposes of verifying for the State of Michigan Department of Treasury, State Tax Commission, the following:

1. That with regard to a certain pending request of MPD Ottawa Cutstock, LLC for the transfer of Industrial Facility Tax Exemption Certificate No. 2012-157 as issued to Ottawa Forest Products, Inc., which IFT transfer request is pending before the City of Ironwood and the Michigan State Tax Commission, Department of Treasury, each of the parties hereto on behalf of said applicant and municipality hereby certify, under oath, that no payment of any kind in excess of the fee allowed by Public 198 of the State of Michigan, as amended, has been made or promised in exchange for favorable consideration of the subject tax exemption certificate Application of MPD Ottawa Cutstock, LLC, as being considered by the City of Ironwood and State Tax Commission.

*(Signature page to follow).*

DATED: September 26, 2022

\_\_\_\_\_  
NAME: Andrew DiGiorgio  
Ironwood Interim City Manager

STATE OF MICHIGAN  
COUNTY OF GOGEBIC

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2022 by Andrew DiGiorgio, Ironwood Interim City Manager, on behalf of the City of Ironwood.

Subscribed and sworn to before me this  
26<sup>th</sup> day of September, 2022

\_\_\_\_\_  
Notary Public: Wendy Lynne Hagstrom  
Gogebic County, Michigan  
My Commission Expires: 11-18-2028

DATED: September 26, 2022

\_\_\_\_\_  
NAME: Michael P. Mapes  
Sole Member

STATE OF WISCONSIN  
COUNTY OF WAUPACA

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, on behalf of the MPD Ottawa Cutstock, LLC.

Subscribed and sworn to before me this  
26<sup>th</sup> day of September, 2022

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

NASI CONSTRUCTION, LLC

FAX: 715-561-3065  
700 GRANITE STREET  
HURLEY, WI 54534

# Invoice

Date	Invoice #
9/8/2022	09/08/22CI

Bill To
CITY OF IRONWOOD ATTN: SCOTT ERICKSON 213 S. MARQUETTE ST. IRONWOOD, MI 49938

DATE RECEIVED 9/14/22  
P.O. # Contract - Final Pay Ap  
SIGNATURE \_\_\_\_\_  
APPROVED DATE \_\_\_\_\_  
ACCT # \_\_\_\_\_

P.O. No.	Terms	Project
	Due on receipt	2022 (C) DPW GARAGE(...

Quantity	Description	Rate	Amount
	CITY OF IRONWOOD DPW GARAGE PROJECT 100% COMPLETE  TOTAL CONTRACT \$129,910.58  1ST DRAW - \$96,004.80 FINAL DRAW - \$33,905.78	33,905.78	33,905.78
		<b>Total</b>	\$33,905.78



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



Phone: (906) 932-5050  
Fax: (906) 932-5745  
www.cityofironwood.org

## MEMO

**DATE:** September 14, 2022

**TO:** Andrew DiGiorgio, Interim City Manager, Kim Corcoran, Mayor,  
& City Commission

**FROM:** Bob Richards, DPW Supervisor

**RE:** Service Work for DPW Garage Doors

---

On July 14, 2022 Nasi Construction, LLC's Door Unit was contacted to repair broken Service Door #1 at the DPW Garage. When they attempted this repair, they discovered the torsion spring was damaged and needed upsizing with brackets. This cost was \$3,626.92.

Nasi Construction, LLC's Door Unit also lowered the remote antennae to remote-friendly areas. Remotes were coded to all DPW doors. This cost was \$1,929.09.

Recommendation is to authorize payment for a total of \$5,556.01 to Nasi Construction, LLC for all service work related to the DPW garage doors.



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



NASI CONSTRUCTION, LLC

# Invoice

FAX: 715-561-3065  
700 GRANITE STREET  
HURLEY, WI 54534

Date	Invoice #
6/30/2022	06/30/22ci

<b>Bill To</b>
CITY OF IRONWOOD ATTN: JIM KOLESAR 213 S. MARQUETTE ST. IRONWOOD, MI 49938

DATE RECEIVED 7/5/22  
P.O. # 37282  
SIGNATURE *[Signature]*  
APPROVED DATE 7-12-22  
ACCT # 640-557-801

P.O. No.	Terms	Project
PO 37282	Due on receipt	2022 T&M PO#37282 SPR...

Quantity	Description	Rate	Amount
	PO #37282- On the first service call a temporary repair was placed on a torsion spring. The springs were measured and ordered. The torsion springs had to be upsized from 5 1/2 to 6-inch diameter springs. On the second service call a lift was rented and an attempt to change the torsion springs was tried and it was determined that different wall brackets needed to be ordered. On the third service call the chain was adjusted on an opener and lag screws added to hold the opener in place. On the fourth service call a lift was rented and the brackets on the wall had to be changed and the new torsion springs were installed.	3,626.92	3,626.92
		<b>Total</b>	\$3,626.92



NASI CONSTRUCTION, LLC

# Invoice

FAX: 715-561-3065  
 700 GRANITE STREET  
 HURLEY, WI 54534

Date	Invoice #
6/30/2022	06/30/22ic1

Bill To
CITY OF IRONWOOD ATTN: JIM KOLESAR 213 S. MARQUETTE ST. IRONWOOD, MI 49938

DATE RECEIVED 7/5/22  
 P.O. # 37437  
 SIGNATURE [Signature]  
 APPROVED DATE 7-12-22  
 ACCT # 640-557-28801

P.O. No.	Terms	Project
PO 37437	Due on receipt	2022 (C) PO#37437 OPEN...

Quantity	Description	Rate	Amount
	PO #37437. On the first service call the garage door openers remote program buttons were moved down to a user-friendly location on the walls. On the second service call the springs were adjusted on an overhead door and (5) 894 LT remotes were coded to four different overhead door openers and sold. The opener limits were reset on an opener and it was lubed. On the third service call another overhead door opener was diagnosed. The rollers were put back in the track. A keyway had to be changed on the opener belt pulley.	1,929.09	1,929.09
		<b>Total</b>	\$1,929.09

## NORRIE PARK LICENSE

### THIS LICENSE IS NONTRANSFERABLE

A License from the City of Ironwood, Michigan, a municipal corporation, having its principal office at 213 S. Marquette Street, Ironwood, Michigan, hereinafter designated "CITY" is hereby granted to ABR, Inc. a Michigan Corporation, and Anderson Bluffs and River Trail Foundation, a 501 C(3) Non-Profit Organization having its principal office at E5299 W. Pioneer Road, Ironwood, Michigan, hereinafter designated "LICENSEE", to use the following described lands or improvement subject to the conditions set out below:

A trail system, to be developed by LICENSEE, located in (legal description should be provided), Exhibit "A" which is made part of this license, for the purposes of administering, maintaining, and grooming a ski trail system in accordance with this agreement and the operating plan attached hereto as an exhibit.

1. Construction and use under this License shall begin on the September 27, 2021. The use allowed herein shall be only and exercised from November 1 to April 15 each year, unless otherwise authorized in writing.
  - a. Unless sooner terminated or revoked, this License shall expire and become void on the 27th day of September, 2041, but a new License to occupy and use the same land may be granted, provided the LICENSEE shall comply with the then existing laws and regulations governing such occupancy and use and shall have notified CITY not less than four (4) months prior to said date that such a new License is desired.
  - b. In consideration for this use, the LICENSEE shall construct and maintain a trail system on said described property. The licensee shall mow and maintain the trails year-round. They shall mow trails for summer use by the public and clear brush from trails as needed.
2. Development plans, layout plans, construction, reconstruction or alteration of improvement, or revision of layout or construction plans of this use must be approved in advance and in writing by CITY. Trees or shrubbery on the licensed area may be removed or destroyed only after approval has been obtained from CITY and CITY has marked or otherwise indicated that which may be removed or destroyed.
3. The LICENSEE shall maintain the improvements to standards of repair, orderliness, neatness, sanitation and safety acceptable to CITY. Such acceptance shall be given reasonably.
4. The LICENSEE, in exercising the privileges granted by this License, shall comply with the regulations of all Federal, State, County and municipal laws, ordinances or regulations which are applicable to the area or operations covered hereby.

5. The LICENSEE shall take all reasonable precautions to suppress forest fires. No materials shall be disposed of by burning in open fire during the closed season established by law or regulations without a written permit from an authorized forest officer or other appropriate individual.
6. The LICENSEE shall exercise diligence in protecting from damage the land and property covered by and used in connection herewith and shall pay the CITY for any damage resulting from negligence or from violation of the terms of this License or any law or regulation applicable to said premises or by any agents or employees of LICENSEE.
7. LICENSEE shall fully repair all damage, other than ordinary wear and tear, to the premises or to roads and trails thereon caused by the LICENSEE in the exercise of the allowed use granted by this License.
8. Upon abandonment, termination, revocation or cancellation of this License, the LICENSEE shall remove, within a reasonable time, all structures, and improvements except those owned by the CITY and shall restore the site, unless otherwise agreed upon in writing or in this License. If the LICENSEE fails to remove all such structures or improvements within a reasonable period, not to exceed sixty (60) days from the date of termination, they shall become the property of CITY but that will not relieve the LICENSEE of liability for the cost of their removal and restoration of the site.
9. The License is not transferrable. If the LICENSEE through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale or other valid legal proceedings shall cease to be the owner of the physical improvements other than those owned by CITY situated on the land described herein and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this License shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in any manner provided is qualified as a licensee and is willing, its future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, its continued occupancy of the premises may be authorized to it if, in the opinion of CITY, issuance of such license is desirable and in the public interest.
10. In case of change of address, the LICENSEE shall immediately notify CITY.
11. This License may be terminated upon breach of any of the conditions herein.
12. During the terms of this License, the LICENSEE agrees:
  - a. In connection with the performance of work under this License, including construction, maintenance and operation of the facility, the LICENSEE shall not discriminate by segregation or otherwise against any employee or applicant for employment because of race, color, religion, sex or national origin.

- b. The LICENSEE and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services or use privileges offered to the public generally.
13. The LICENSEE shall indemnify the CITY against any liability for damage to person or property arising from the occupancy or use of CITY lands under this License. Said LICENSEE shall provide liability insurance and such other insurance as may be required by CITY in an amount and with carriers acceptable to the CITY naming CITY as co-insured and shall provide CITY with copies of said policies prior to the commencement of any work, construction or activity upon the said premises.
14. The LICENSEE shall dispose of refuse resulting from this use, including waste materials, garbage and rubbish of all kinds, at a sanitary landfill and shall guard the purity of streams and living waters, if any, upon the premises during the LICENSEE'S period of use (November 1 to April 15).
15. Rising waters, high winds, falling limbs of trees and other hazards are natural phenomena in the forest that present risks which the LICENSEE assumes. The LICENSEE has a responsibility of inspecting its site, lot, right of way and immediate adjoining areas for dangerous trees, hanging limbs and other evidence of hazardous conditions, and after securing permission of CITY of removing such hazards.
16. LICENSEE shall protect the scenic aesthetic values of the area under this permit and the adjacent land, as possible with the authorized use, during construction, operation and maintenance of the improvements.
17. LICENSEE shall take reasonable precautions to protect, in place, all public land, survey monuments, private property corners and forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this License, dependent upon the type of monument destroyed, the LICENSEE shall see that they are reestablished or referenced in accordance with appropriate established procedures and specifications. The LICENSEE shall cause the official survey records as are affected to be amended as provided by law.
18. All earth cut or fill slopes favorable to revegetation or other areas on which ground cover is destroyed in the course of construction will be revegetated to grasses or other suitable vegetation as required by CITY. Such requirement shall be reasonable.
19. Nothing in this License shall be construed to employ permission to build or maintain any structure not specifically named on the face of this License or approved by CITY in the form of a new License or amendment hereto. No signs or fences shall be constructed without prior approval of CITY.

20. The LICENSEE in the used time (November 1 to April 15) agrees that the access shall be from LICENSEE'S existing Jack Pine Trail. CITY agrees that during the used time, signs forbidding motorized use at any time be posted. This permit shall be exclusive during the used time. CITY reserves the right to permit others to use any part of the legally described area for any purpose provided that such use does not interfere with the rights and privileges hereby authorized.

21. CITY shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards.

22. No signs or advertising devices shall be erected on the area covered by this License or highways or roadways leading thereto without prior approval by CITY as to location, design, size, color and message.

Directed signs shall be maintained or renewed as necessary to neat and presentable standards.

The LICENSEE in its advertisements, signs, circular, brochures, letterheads and like materials, as well as orally, shall not misrepresent in any way either the activity provided, the status of this permit or the area covered by it.

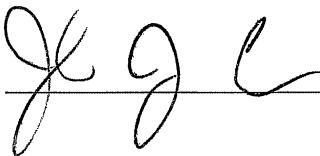
23. This License is subject to all valid claims.

The License shall have no force and effect until the LICENSEE has signified acceptance of its provisions and conditions by signing below and returning duplicate copies to CITY.

The undersigned has read the foregoing License and agrees to accept and abide by its terms and conditions and is duly authorized to execute this Agreement and bind said corporation.

WITNESSES:

Representatives for ABR, Inc.

  
\_\_\_\_\_

 10-29-21  
ERIC ANDERSON Dated

\_\_\_\_\_

\_\_\_\_\_ Dated

WITNESSES:

Representatives for Anderson Bluffs and River Trail  
Foundation, Inc.

Mara Maher

Will Ash

11-5-2021

Dated

\_\_\_\_\_

\_\_\_\_\_

Dated

WITNESSES:

Representatives for the City of Ironwood

JL J

Scott B. Erickson

10/29/21

SCOTT B. ERICKSON  
CITY MANAGER

Dated

JL J

Karen M. Gullan

10/29/21

KAREN M. GULLAN  
CITY CLERK

Dated

## OPERATING PLAN EXHIBIT


1. WIDTH - Clearing width refers to the area cleared of obstructions at the snow surface. Clearing shall be a minimum of 6 feet on 10 percent grades or less; 6 to 12 feet from grades exceeding 10 percent.
2. HEIGHT – Overhead branches and obstructions shall be cleared the full width of the trail to a height of a minimum of 6-12 feet above the trail.
3. All stumps within the area to be cleared shall be cut as nearly flush with the ground as practicable.
4. Dangerous and dead trees, that in falling could reach the trail, shall be felled.
5. All limbs or branches pruned from standing trees shall be cut with a sharp tool and shall be flush with the tree trunk. Stripping of bark from standing trees shall not be permitted.
6. Brush, limbs, tops, and other cleared materials shall be scattered 10 feet or more outside of the cleared area. Decks, piles, bunches or windows of clearing debris shall be cut up so that all lie no higher than 24 inches from the ground.
7. Trail tread shall be constructed no less than 5 nor more than 8 feet wide. The tread, where constructed, shall be out sloped one inch per foot so as the shed water. Cut slopes shall be shaped 2:1 or more.
8. Any abrupt bumps or dips shall be excavated or filled so as to provide a smooth tread that does not depart from a 5-foot straight edge by more than one foot.
9. Small bumps and holes shall be leveled to provide a relatively smooth tread.
10. The trail sign plan shall be prepared to show the location, message, materials, color, and installation of signs. The sign plan must be approved by the CITY.
11. Prepare an annual plan identifying proposed races on trails covered by this License before October 1 of each year. The plan shall include: a) dates and time, b) location, c) first aid, d) communications, e) signs, f) general safety and location, g) traffic control, h) parking, and i) spectator control.
12. Sign on City property acknowledging City ownership and cooperation.
13. This trail will be built and maintained to a quality level similar with other ABR Trails.

The undersigned has read the foregoing exhibit and agrees to accept and abide by its terms and conditions and is duly authorized to execute this Agreement and bind said corporation.

WITNESSES:

Representatives for ABR, Inc.

  
\_\_\_\_\_

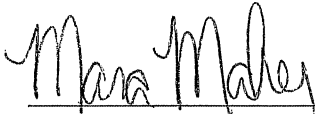
 10/29/21  
ERIC ANDERSON Dated

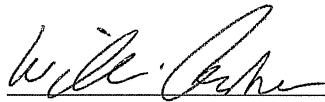
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WITNESSES:

Representatives for Anderson Bluffs and River Trail Foundation, Inc.

  
\_\_\_\_\_

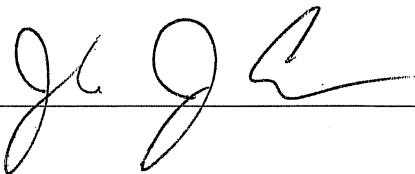
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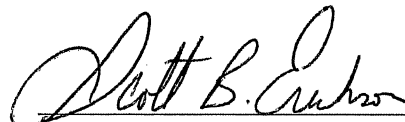
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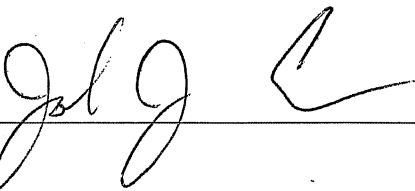
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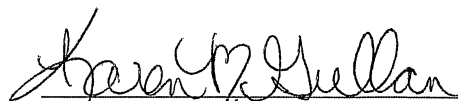
WITNESSES:

Representatives for the City of Ironwood

  
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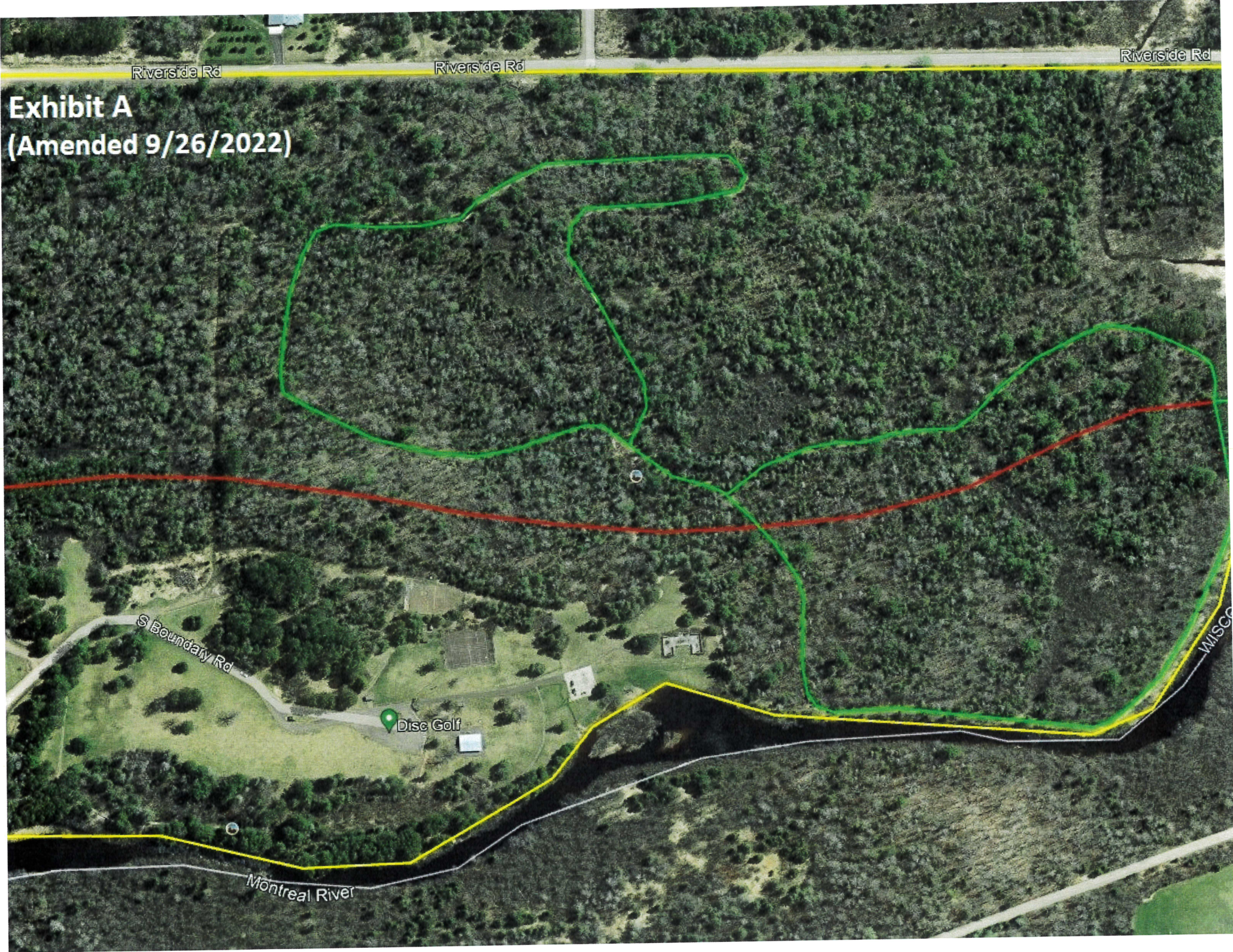
 10/29/21  
SCOTT B. ERICKSON Dated  
CITY MANAGER

  
\_\_\_\_\_

 10/29/21  
KAREN M. GULLAN Dated  
CITY CLERK



**Exhibit A**  
**(Amended 9/26/2022)**





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

2

Application Period: 08/07/22 - 09/03/22		Application Date: 9/26/2022
To Owner: City of Ironwood	From (Contractor): Jake's Excavating & Landscaping, LLC	Via (Engineer): Coleman Engineering Company
Project: 2022 Sewer and Water Project	Contract: 2022 Sewer and Water Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 211084

Application For Payment  
Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 946,995.05
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 946,995.05
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 431,177.55
			5. RETAINAGE:	
			a. 5% X \$431,177.55 Work Completed.....	\$ 21,558.88
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 21,558.88
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 409,618.67
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 185,157.90
			8. AMOUNT DUE THIS APPLICATION.....	\$ 224,460.77
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 537,376.38
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

**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: *Jake's* Date: *9/20/22*

Payment of: \$ 224,460.77  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Kelsey Rolle* 9/20/22  
(Engineer) (Date)

Payment of: \$ 224,460.77  
(Line 8 or other - attach explanation of the other amount)

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

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

Item No.	Item Description	Unit	Contract Quantity	Unit Price	Original Contract Amount	Qtys thru 9/3	Eligible for Payment	Amount due This Estimate
1	6-inch Watermain	LF	80	\$68.00	\$5,440.00	14	14	\$952.00
2	8-inch Watermain	LF	1530	\$74.00	\$113,220.00	1473.5	1473.5	\$109,039.00
3	8-inch Gate Valve and Box	EA	7	\$2,520.00	\$17,640.00	5	5	\$12,600.00
4	8" x 8" x 6" Tee	EA	5	\$780.00	\$3,900.00	4	4	\$3,120.00
5	8" x 8" x 8" Tee	EA	2	\$815.00	\$1,630.00	1	1	\$815.00
6	8" x 8" x 8" x 8" Cross	EA	1	\$1,150.00	\$1,150.00	0	0	\$0.00
7	8" x 6" Reducer	EA	4	\$500.00	\$2,000.00	2	2	\$1,000.00
8	6-inch Bend	EA	8	\$525.00	\$4,200.00	3	3	\$1,575.00
9	8-inch Bend	EA	2	\$550.00	\$1,100.00	4	2	\$1,100.00
10	Connect to Ex. 6" Watermain	EA	4	\$750.00	\$3,000.00	2	2	\$1,500.00
11	Connect to Ex. 8" Watermain	EA	1	\$1,100.00	\$1,100.00	0	0	\$0.00
12	1-inch Corporation Stop	EA	31	\$400.00	\$12,400.00	25	25	\$10,000.00
13	1-inch Curb Stop and Box	EA	31	\$390.00	\$12,090.00	24	24	\$9,360.00
14	1-inch Type K Copper Water Service (City Side)	LF	1260	\$36.00	\$45,360.00	722	722	\$25,992.00
15	1-inch Type K Copper Water Service (Private Side)	LF	710	\$39.00	\$27,690.00	0	0	\$0.00
16	1 1/2 - inch Corporation Stop	EA	1	\$875.00	\$875.00	2	1	\$875.00
17	1 1/2 - inch Curb Stop and Box	EA	1	\$675.00	\$675.00	2	1	\$675.00
18	1 1/2 - inch Type K Copper Water Service	LF	30	\$60.00	\$1,800.00	37	30	\$1,800.00
19	Water Service - Interior Plumbing Connection	EA	15	\$500.00	\$7,500.00	1	1	\$500.00
20	6" x 12" Grade Offset Adapter	EA	2	\$750.00	\$1,500.00	1	1	\$750.00
21	6-inch Ductile Iron Hydrant Lead	LF	80	\$60.00	\$4,800.00	48	48	\$2,880.00
22	Fire Hydrant Assembly	EA	5	\$6,690.00	\$33,450.00	4	4	\$26,760.00
23	Salvage Existing Hydrant	EA	2	\$250.00	\$500.00	2	2	\$500.00
24	8" SDR 35 PVC Gravity Sewer	LF	1460	\$43.00	\$62,780.00	1423	1423	\$61,189.00
25	18" SDR 35 PVC Gravity Sewer	LF	40	\$105.00	\$4,200.00	20	20	\$2,100.00
26	4' Dia. Stand. San MH & Cover	VF	52.2	\$452.00	\$23,594.40	47.4	47.4	\$21,424.80
27	Connect to Ex Sanitary Sewer	EA	3	\$650.00	\$1,950.00	3	3	\$1,950.00
28	6" SDR 35 PVC Sewer Lateral	LF	1140	\$37.50	\$42,750.00	645.5	645.5	\$24,206.25
29	Connect to Ex Sewer Lateral	EA	32	\$150.00	\$4,800.00	25	25	\$3,750.00
30	6"x 8" Sanitary Sewer Wye	EA	32	\$185.00	\$5,920.00	32	32	\$5,920.00
31	12-inch HDPE Storm Sewer	LF	1020	\$33.85	\$34,527.00	49	49	\$1,658.65
32	12-inch RCP Storm Sewer	LF	73	\$50.00	\$3,650.00	73	73	\$3,650.00
33	18-inch RCP Storm Sewer	LF	15	\$60.00	\$900.00	20	15	\$900.00
34	24-inch RCP Storm Sewer	LF	35	\$74.00	\$2,590.00	24	24	\$1,776.00
35	Storm Sewer Catch Basin 2' Dia.	EA	5	\$2,350.00	\$11,750.00	1	1	\$2,350.00
36	Storm Sewer Manhole 4' Dia.	EA	6	\$3,350.00	\$20,100.00	3	3	\$10,050.00
37	Connect to Ex Storm Sewer	EA	3	\$650.00	\$1,950.00	3	3	\$1,950.00
38	Drainage Structure Cover	EA	1	\$900.00	\$900.00	0	0	\$0.00
39	Video Taping Sanitary, Storm, and Culvert Pipe	LF	2643	\$2.75	\$7,268.25	0	0	\$0.00
40	Non-Structural Flowable Fill	CY	20	\$100.00	\$2,000.00	0	0	\$0.00
41	Excavation, Earth	CY	1600	\$9.75	\$15,600.00	800	800	\$7,800.00
42	Excavation, Rock	CY	200	\$0.01	\$2.00	0	0	\$0.00
43	Subgrade Undercutting, Type I	CY	750	\$23.00	\$17,250.00	590	590	\$13,570.00
44	Special Backfill	CY	100	\$16.00	\$1,600.00	0	0	\$0.00
45	Stone Refill (MDOT 6A)	CY	50	\$28.00	\$1,400.00	4.5	4.5	\$126.00
46	Curb and Gutter, Rem	LF	3145	\$3.00	\$9,435.00	3145	3145	\$9,435.00
47	Sidewalk, Removal	SY	939	\$3.25	\$3,051.75	705	705	\$2,291.25
48	Utility Exploration	EA	25	\$150.00	\$3,750.00	4	4	\$600.00
49	Subbase, CIP	CY	100	\$20.00	\$2,000.00	0	0	\$0.00
50	Aggregate Base, 4 inch	SY	705	\$4.00	\$2,820.00	0	0	\$0.00
51	Aggregate Base, 9 inch	SY	4960	\$6.60	\$32,736.00	1786	1786	\$11,787.60
52	Aggregate Surface Cse, 9 inch	SY	141	\$13.75	\$1,938.75	0	0	\$0.00
53	HMA (4EML, Leveling, 220#/syd)	SY	4500	\$11.50	\$51,750.00	0	0	\$0.00
54	HMA (5EML, Surface, 165#/syd)	SY	4500	\$7.45	\$33,525.00	0	0	\$0.00
55	HMA (5EML, Driveway, 275#/syd)	SY	1336	\$18.50	\$24,716.00	552	552	\$10,212.00
56	Curb and Gutter, Conc, Det C-2	LF	3145	\$23.50	\$73,907.50	118	118	\$2,773.00
57	Sidewalk, Concrete, 4 inch	SF	6793	\$8.30	\$56,381.90	0	0	\$0.00
58	Driveway, Non-reinf. Concrete, 6 inch	SY	545	\$75.50	\$41,147.50	0	0	\$0.00
59	Detectable Warning Surface	LF	45	\$55.00	\$2,475.00	0	0	\$0.00
60	Slope Restoration, Type A	SY	4210	\$2.90	\$12,209.00	0	0	\$0.00
61	Insulation Board, 2-Inch	SF	920	\$1.75	\$1,610.00	0	0	\$0.00
62	Tree Removal, 12 inch or larger	EA	5	\$1,000.00	\$5,000.00	6	5	\$5,000.00
63	Traffic Control	LS	1	\$15,000.00	\$15,000.00	0.75	0.75	\$11,250.00
64	Erosion Control, Silt Fence	LF	100	\$4.60	\$460.00	0	0	\$0.00
65	Erosion Control, Inlet Protection, Fabric Drop	EA	18	\$60.00	\$1,080.00	9	9	\$540.00
66	Temporary Driveway, Gogebic Range Bank	LS	1	\$1,500.00	\$1,500.00	0.75	0.75	\$1,125.00
								<b>\$431,177.55</b>