

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



Telephone: (906) 932-5050
FAX: (906) 932-5745

AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING MONDAY, JANUARY 14, 2013 Public Hearing – 5:20 P.M. Regular Meeting - 5:30 P.M.

LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING

5:20 P.M.

1. Open Public Hearing.
 2. Public Hearing: To hear comment on Ordinance No. 496, Book 4 an Ordinance prohibiting the use of tobacco in City Parks.
 3. Close Public Hearing.
-

5:30 P.M.

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

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

*1) Approval of Minutes – December 26th Regular City Commission Meeting.

*2) Review and Place on File:

- a) Ironwood Development Authority Meeting Minutes of November 20th & 29th.
- b) Planning Commission and City Commission Special Meeting of Dec. 18th.

- D. Approval of the Agenda.

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

OLD BUSINESS

- F. Discuss approval of Ordinance No. 496, Book 4 an Ordinance prohibiting the use of tobacco in City Parks.
- G. Discuss and Consider location of future sidewalk on US 2 and winter maintenance.

NEW BUSINESS

- H. Consider approval of Ross Peterson Construction Change Order #3 in the amount of \$11,462.95 or the City of Ironwood – W. Ayer Street Neighborhood project and authorize Mayor to sign all applicable documents.
- I. Consider approval of Locally Funded Pay Package in the amount of \$27,615.99 for the City of Ironwood – W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents.
- J. Discuss and Consider Resolution #013-001, a Resolution enabling the City to enter into an installment purchase agreement with Citizens Bank for the purchase of three (3) trucks for the DPW Department.
- K. Discuss and Consider scheduling a Workshop to discuss setting 2013 Goals for the City Commission.
- L. Discuss and Consider scheduling a joint workshop between Pat O'Donnell Civic Center Board and the City Commission to discuss improvements and updates to the Civic Center.
- M. Discuss and Consider Resolution #013-002 scheduling a Public Hearing for Monday, February 11, 2013 at 5:20 P.M. to hear comment relative to the condemnation of the following structure:
 - a) 213 Bonnie Street
- N. Manager's Report.
- O. Other Matters.
- P. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- Q. Adjournment.

ORDINANCE 496, BOOK 4

CITY OF IRONWOOD TOBACCO-FREE PARKS ORDINANCE

WHEREAS, cigarette smoking near children and adults can be detrimental to their health;

WHEREAS, cigarette butts are discarded on the ground requiring additional maintenance expenses, diminish the beauty of the City's parks, and pose a risk to toddlers due to ingestion; and

WHEREAS, the City believes that the prohibition of tobacco use at the City's parks serves to protect the health, safety and welfare of the citizens of our city.

WHEREAS, tobacco shall be defined as any of numerous species of plants in the genus *Nicotiana*, or the cured leaves of several of the species, used after processing in various ways for smoking, snuffing, chewing, and extracting of nicotine (source: <http://www.merriam-webster.com/dictionary/tobacco>).

THEREFORE, be it resolved that tobacco use is prohibited in all City owned parks except Curry Park.

Section 2: Enforcement and Penalties

1. Appropriate signs shall be posted in the above-specified areas.
2. Any person violating the provisions of this ordinance shall be guilty of a civil infraction, not exceeding \$50 for a first offense.
3. Subsequent violations will result in increased penalties of \$100 for a second violation and \$150 for a third violation.
4. Violations shall be processed in accordance with the procedures set forth in City Code sections 30-144 through 30-152.

Section 3: Effective Date. The terms and provisions of this ordinance shall become effective upon publication and adoption in accordance with law.

This Ordinance was adopted by the City Commission of the City of Ironwood on the ____ day of _____, 2013.

Effective: _____, 2013

KIM CORCORAN, MAYOR

ATTEST:

KAREN M. GULLAN, CITY CLERK

Published in accordance MCL 117.5b and provisions of Chapter 6 of the City Charter, for the City of Ironwood, Michigan on _____.

Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on December 26, 2012 at 5:30 P.M. along with Public Hearings at 5:00 P.M. and 5:25 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Mayor Corcoran opened the Public Hearing at 5:00 p.m.
2. Public Hearing: To hear public comment on Resolution #012-108, a Resolution discussing the (3) three lane versus a (4) four configuration for the Highway US 2 reconstruction.

Several business owners and citizens addressed the City Commission to express their dismay with changing US2 from a four (4) lane to a three (3) lane highway. After a lengthy discussion Mayor Corcoran thanked those in attendance for coming to the public hearing to express their concerns.

3. Mayor Corcoran closed the Public Hearing at 5:35 p.m.
-

1. Mayor Corcoran opened the Public Hearing at 5:35 p.m.
2. Public Hearing: To hear comment on Resolution #012-100, a Resolution determining the property located at 110 Mill Street is a public hazard or nuisance and consider condemnation.

Assessor/Building Inspector Dennis Hewitt addressed the City Commission stating that the City has made all efforts to contact the owner regarding the condemnation of the property located at 110 Mill Street. A power point presentation was given describing the problems. Mr. Hewitt further explained there is a possibility of a grant to help with the removal of the home located at 110 Mill Street. Further discussion of this matter took place.

Scott Huber, of 112 Mill Street addressed the City Commission stating if the City does not get the grant he would be willing to remove the debris at no cost to the City of Ironwood.

3. Mayor Corcoran closed the Public Hearing at 5:40 p.m.
-

- A. Mayor Corcoran called the Regular Meeting to order at 5:40 p.m.
- B. Recording of the Roll.

PRESENT: Commissioner Cayer, Semo, Shackelford, Tauer, and Mayor Corcoran.
ABSENT: None.

- C. Approval of the Consent Agenda.*

- *1) Approval of Minutes – December 10th Regular City Commission Meeting.
- *2) Review and Place on File:
 - a) Parks & Recreation Meeting Minutes of November 5th.
 - b) Carnegie Library Meeting Minutes of Oct. 23rd & Special Meeting of Nov. 14th.
 - c) Ironwood Economic Development Corporation Meeting Minutes of Dec. 7th.

Motion was made by Semo, seconded by Tauer to approve the corrected Consent Agenda amending the December 10th Regular City Commission Meeting Minutes marking City Commission Semo as present. Unanimously passed by roll call vote.

- D. Receive & Place on File from the Finance Director.
 1. Monthly Check Register Report.

Motion was made by Semo, seconded by Tauer to approve the Monthly Check Register Report.

Unanimously passed by roll call vote.

- E. Approval of the Agenda.

Motion was made by Tauer, seconded by Semo and carried to approve the agenda as presented.

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

There were none.

OLD BUSINESS

- G. Discuss and Consider Resolution #012-108, a Resolution addressing MDOT's request to convert US2 from a (4) four lane cross section to a three (3) lane cross section.

After a brief discussion among the City Commission and Mayor Corcoran the concensus of the City Commission was that the public would like to keep US2 as a four (4) lane. Further discussion about sidewalks and green space on the north side of the highway took place. Mayor Corcoran noted the City of Ironwood does not have to make a decision at this time regarding the green space.

Motion was made by Cayer, seconded by Tauer to change the Resolution #012-108 to stay with the four (4) lane section along US2. Unanimously passed by roll call vote.

- H. Consider determining property at 110 Mill Street a public nuisance and order condemnation.

Motion was made by Semo, seconded by Tauer to proceed with the condemnation of the property located at 110 Mill Street. Unanimously passed by roll call vote.

- I. Consider approval of Change Order #3 in the amount of \$15,636.50 (Installation of Overhead Door) for the Salt Storage Dome.

Motion was made by Semo, seconded by Shackelford to approve Change Order #3 in the amount of \$15,636.50 (installation of overhead door) for the Salt Storage Dome. Unanimously passed by roll call vote.

NEW BUSINESS

- J. Discuss and Consider request to submit a Letter of Support for the Gogebic County Conservation District grant proposal for the USDA Fish & Wildlife Service.

Motion was made by Semo, seconded by Cayer and carried to table this item until the next regular meeting to allow Commissioner Shackelford to get additional information.

- K. Discuss and Consider authorizing advertisement to bid for the Televising of Sanitary/ Storm Sewer System Mains at various locations.

Motion was made by Tauer, seconded by Semo and carried to authorize advertisement to bids for the Televising of Sanitary/Storm Sewer System Mains at various locations.

- L. Discuss and Consider declaring (3) City Department of Public Works vehicles as surplus property and authorizing advertisement for bids with minimum bids as noted.

Motion was made by Semo, seconded by Shackelford and carried to declare (3) City Department of Public Works vehicles as surplus property and authorizing advertisement for bids with minimum bids as noted.

M. Mayor's Appointments.

Mayor Corcoran reappointed Randall Korpi, Gemma Lamb, and Aaron Anderson to the Board of Review (term ending December 31, 2015).

Motion was made by Semo, seconded by Tauer and carried to approve the Mayor's appointments to the Board of Review of Randall Korpi, Gemma Lamb, and Aaron Anderson (term ending December 31, 2015).

Mayor Corcoran reappointed Patti Jahn to the Carnegie Library Board (term ending December 31, 2017).

Motion was made by Semo, seconded by Shackelford and carried to approve the Mayor's reappointment of Patti Jahn (term ending December 31, 2017) to the Carnegie Library Board.

Mayor Corcoran reappointed Tom Bergman (term ending December 31, 2016) and appointed Joseph F. Cayer (term ending December 31, 2016) to the Planning Commission.

Motion was made by Shackelford, seconded by Tauer and carried to reappoint Tom Bergman (term ending December 31, 2016) and appoint Joseph F. Cayer to the expired term of John Wyssling (term ending December 31, 2016) to the Planning Commission.

N. Manager's Appointments.

Manager Erickson appointed A. Dennis Cossi to the unexpired term of Linda Schlicher (term ending June 30, 2013) and Tom Yelich to the unexpired term of Lisa Ursini (term expiring June 30, 2016) on the Ironwood Housing Commission.

Motion was made by Semo, seconded by Shackelford and carried to approve the City Manager's Appointment of A. Dennis Cossi to the unexpired term of Linda Schlicher (term ending June 30, 2013) and Tom Yelich to the unexpired term of Lisa Ursini (term expiring June 30, 2016) on the Ironwood Housing Commission.

O. Manager's Report.

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

- *Thanked the City Water Department crew and DPW staff who worked over the Christmas Holiday to repair three separate water main breaks.
- *The Pro Vintage Snowmobile Race at the Gogebic County Fair Grounds is scheduled for January 4-6, 2013.
- *The SISU Cross Country Ski Marathon is scheduled for Saturday, January 12, 2013.
- *A joint workshop between the City Commission and the Civic Center Board has been requested by the Civic Center Board.
- *The Michigan's Western Gateway Trail Project funding application with the MDNR Trust Fund has been recommended for funding by the MNRTF Board of Trustees in the amount of \$225,000.00.
- *The Downtown Arts Place group will be having an open house this Saturday, December 29 at the City Centre.

P. Other Matters.

Mayor Corcoran also thanked the water Department and DPW crews for working over the Christmas Holiday it was appreciated.

Commissioner Shackelford noted there would be demonstrations at the open house this Saturday, December 29th at the City Centre.

Q. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).

There were none.

R. Consider Closed Session to discuss Entrée's Companions litigation issues.

Motion was made by Semo, seconded by Tauer to enter into closed session at 6:20 p.m. Unanimously passed by roll call vote.

S. Return to Open Session.

Motion was made by Semo, seconded by Tauer and carried to return to open session at 6:30 p.m.

T. Discuss and Consider discharging mortgage and removing City related title clouds created as a result of the Entrée & Companions debt.

Motion was made by Semo, seconded by Shackelford to discharge the mortgage and remove City related title clouds created as a result of the Entrée & Companions debt subject to foreclosure by Gogebic Range Bank. Unanimously passed by roll call vote.

U. Adjournment.

Motion was made by Tauer, seconded by Semo and carried to adjourn the meeting at 6:32 P.M.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk



**Proceedings of the Downtown Ironwood Development Authority
Thursday November 20, 2012**

A special meeting of the Downtown Ironwood Development Authority was held on Thursday, November 20, 2012 at 8:00 A.M. in Conference Room #1, 2nd Floor, Memorial Building, Ironwood, Michigan.

1. Call to Order

Chair Williams called the meeting to order at 8:00 a.m.

2. Recording of the Roll

MEMBER	YES	NO	EXCUSED	NOT EXCUSED
Williams, Tom, Chair	X			
Corcoran, Kim	X			
Johnston, Gail	X			
Peterson, Larry	X			
Schwartz, Becky	X			
Smith-Furgason, Eva	X			
Tippett, Rick	X			
Vacancy	-	-	-	-

Also present: Community Development Director Michael J. D. Brown. Your Daily Globe Newspaper.

3. Approval of the October 25, 2012 Minutes will be addressed at the November 29, 2012 Meeting.

No Motion.

4. Approval of the Agenda

Motion was made by Corcoran to approve the Agenda. **Second** by Schwartz. **Motion carried 7 - 0.**

5. Citizens wishing to address the Committee on Items on the Agenda (Three-Minute Limit)

None.

6. Audience

None

7. Items for Consideration

a. Goals for 2013 (see attachment).

Williams had questions and comments for expanding on existing work in the downtown infrastructure.

Depot Park Completion:

Are there any grants for a facelift project at the park?

Peterson:

We need to strut our stuff – clean the downtown area.

Possibly walking tours of downtown and the mines.

We should get a publicity campaign going; a promotional video and signage on US2.

Contemplate having a summer fest, similar to the SISU.

Ferguson-Smith:

What about the Business Toolbox

Would like to work on blighted properties with their owners.

Is there any money for Neighborhood Preservation Grants?

Facades grants?

Expand the downtown festival and separate blight from dilapidated buildings.

Stated we are upside-down on the Tax Increment Financing Administration (TIFA)

Who is in downtown and who is leaving? (Brown stated that Tim Erickson, Director of the Chamber of Commerce is putting together a web page for each business.

Schwartz:

Need incentives such as reduction of water/sewer rates.

The Committee was invited to take stickers and place them on the items of importance to them. The results are attached to these minutes.

No Motions made.

8. Sculpture Carving at Depot Park

- a. A sketch of a sculpture was passed to the Committee. The sculpture by Potlicker Custom Chain Saw Sculptures is a carving of a Conductor, Miner and Logger. The committee was asked to pay for one-half (of \$1,500) of the sculpture, \$750. The sculpture would be carved and done the weekend of Jack Frost.

Motion by Ferguson-Smith, for \$750 for one-half of the sculpture with the Historical program picking up the other one-half. **Second** by Garske. **Motion Carried 7 - 0.**

Garske will obtain an invoice from Potlicker Sculptures for payment upon completion.

9. Project Updates:

None.

10. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit)

None.

11. Other Business

Thank you notes need to be sent to Steve Lahti for the lots and to Greg's Towing for the setup and use of their crane during Jack Frost.

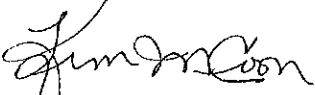
Ferguson-Smith inquired if the Women's Club would be interested in helping put together a brochure of the Memorial Building. Ferguson-Smith will bring a mock-up brochure to the DIDA's next meeting.

Ferguson-Smith inquired about a donation for the Ironwood Festival: The Sound of Music, April 6, 2013. Merchants are requested to donate with checks being made to the Historic Ironwood Theatre.

12. Adjournment

The meeting adjourned at 9:55 a.m.

Respectfully submitted,

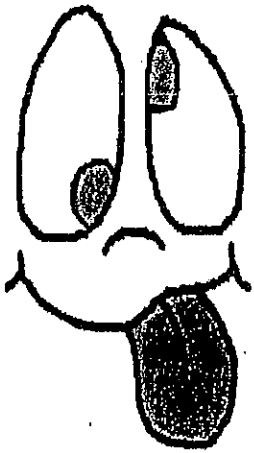


Kim M. Coon, Community Development Assistant

DOWNTOWN IRONWOOD DEVELOPMENT AUTHORITY

GOALS – 2013

- 1. Expand on existing work in Downtown infrastructure (6 votes)**
- 2. Depot Park Completion (6 votes)**
- 3. Marketing of Downtown; better communication with/other organizations (ie., Chamber/brochure. (6 votes)**
- 4. Business tool box. (3 votes)**
- 5. Expand / add Downtown events. (1 vote)**
- 6. Work with Owners regarding unsafe structures and buildings. (1 vote)**
- 7. Signage on highway entrance. (1 vote)**
- 8. Funds to renovate Depot Building**
- 9. Walking tour.**
- 10. Working with property owners with regards to blight (garbage and weeds).**
- 11. List of new businesses and out of business businesses.**
- 12. Tax Increment Finance (TIF)**
- 13. Promotional video**



Potlicker!

Custom ChainSaw Sculptures

Imagination -WOOD-Createl

5550 Hwy 17 North Rhinelander, WI 54501

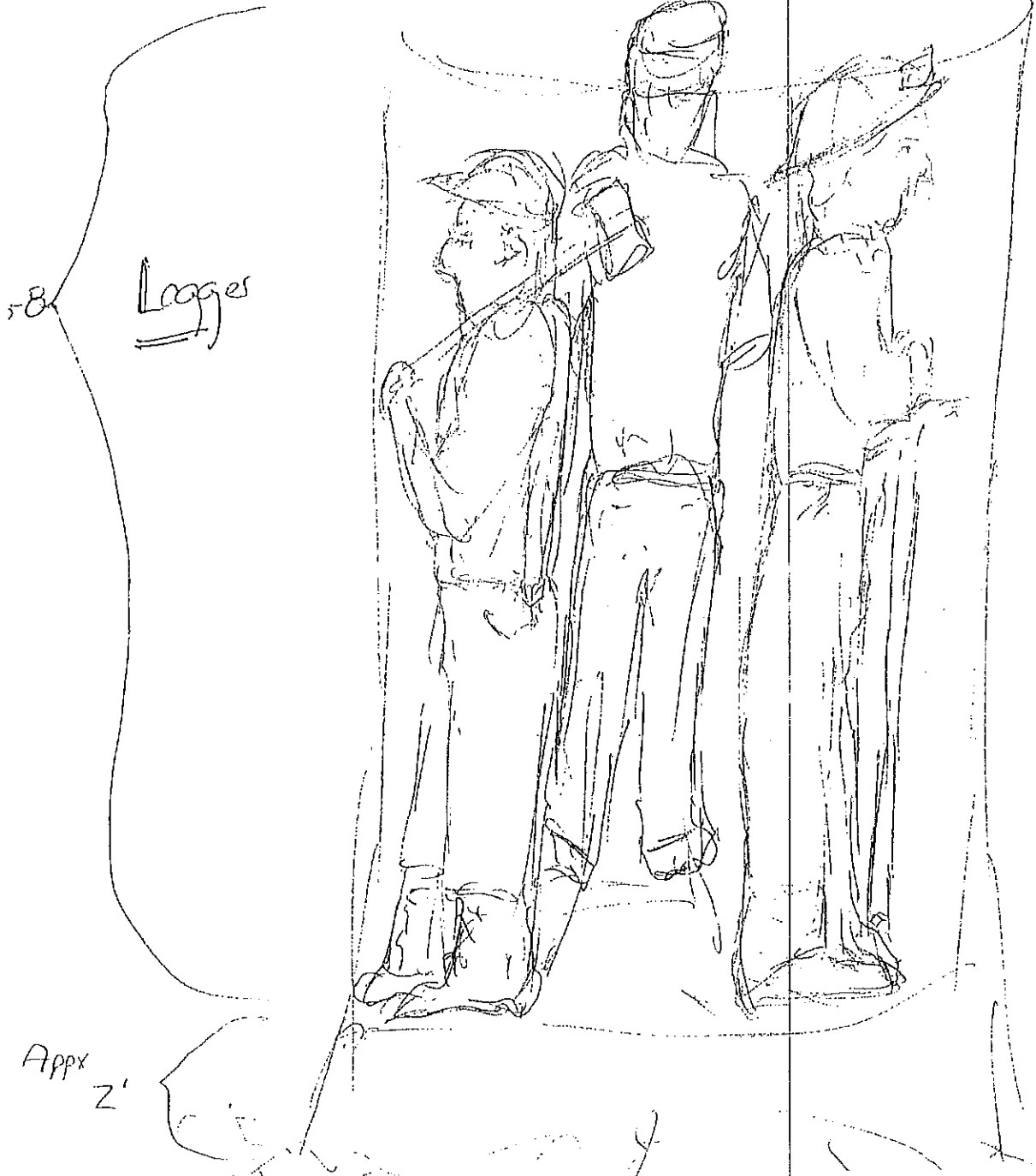
715-272-1133 or 482-1133 or 482- 0180

potlickeronline.com



\$1500⁰⁰

Conductor



miner

Loggers

Little
Larger
than
Life!
size

Appx
2'



**Proceedings of the Downtown Ironwood Development Authority
Thursday November 29, 2012**

1) A meeting of the Downtown Ironwood Development Authority was held on Thursday, November 29, 2012 at 8:00 A.M. in Conference Room #1, 2nd Floor, Memorial Building, Ironwood, Michigan.

2) Call to Order

Chair Williams called the meeting to order at 8:00 a.m.

Recording of the Roll

MEMBER	YES	NO	EXCUSED	NOT EXCUSED
Williams, Tom, Chair	X			
Corcoran, Kim	X			
Johnston, Gail	X			
Peterson, Larry	X			
Schwartz, Becky	X			
Smith-Furgason, Eva	X			
Tippett, Rick		X	X	
Vacancy	-	-	-	-

Also present: Community Development Director Michael J. D. Brown, Your Daily Globe Newspaper and Paul Linn with the City of Ironwood.

3) Approval of the November 20, 2012 Special Minutes will be addressed at the December 20, 2012 Meeting.

No Motion.

4) Approval of the Agenda

Motion was made by Johnston to accept the Agenda. **Second** by Corcoran to approve the agenda. **Motion Carried 6 - 0.**

5) Citizens wishing to address the Committee on Items on the Agenda (Three-Minute Limit)

NONE.

6) Citizens wishing to address the Committee on Items on the Agenda (Three-Minute Limit)

NONE.

7) Audience

- a) Ironwood Chamber Director Tim Erickson was introduced. The Chambers relationship to Downtown is in helping them. The Chamber is creating a new website featuring downtown businesses as well as events. They are also working on walking tours with Larry Peterson.
- b) Mike Morrissey and Kris Fish, with Partner, Redevelopment Resources, LLC. gave a presentation for our Downtown development revitalization. Michael asked for and should receive a copy of the PDF presentation that was given. Mike Morrissey will email.
 - a. Mike and Christine commented on how awesome the Depot Building is. He noted that the building that houses the Suffolk Ale House probably has some stained glass windows under the paint.
- c) SISU Representative – Bill Ritchee. Bill gave a short history of the SISU. One item of note was the race will be finishing in Downtown Ironwood.
- d) The children's race will finish at the downtown Ironwood Theatre.
- e) There is a decent economic flux on the downtown area from this race, as well as in the rest of Ironwood.
 - a. Every year the ski racers are surveyed. It is estimated that they spend \$151,000 direct over the two-day event
- f) It's FUN!
- g) The DIDA would like to work more closely with the SISU in the future. As of today, Downtown Merchants placed \$625 in singles in Christmas bucks into each registration bag and given to the participants.

8) Items for Consideration

- a) Financial Report and Project Breakdown. No questions.
- b) Flower baskets, (attachment). Add to next agenda as action item. Michael will get a map of lights.
- c) Downtown Infrastructure Grant \$750,000.00 – We have an opportunity to apply for this grant which is due December 20, 2012. The caveat may be that if you have one CDBG grant outstanding, that you may not qualify for another. Some of the items this grant could cover are water and sewer, streets, sidewalks; enhance green space.

9) Project Updates

- a) Williams wanted to know about facade improvement and Michael will check on this.
- b) Remaining projects are done for the season. Michael will check with public works to see why the Welcome to Ironwood Sign is not lit.

10) Other Business

- a) Smith-Furgason stated that we have a DIDA Facebook page and wants someone to update it every week.
- b) Pigeons have become an issue in Ironwood. This should be referred to Jason Alonen regarding this as a blight issue. The DIDA has received a cost estimate from Plunkets Pest Control for 13 weeks of trapping the pigeons at \$2,600.00. Smith-Furgason stated that this was a blight issue and we should be working with the homeowners and businesses to rid these pests. Michael will check to see if we have an ordinance on pigeons.

11) Next Meeting – December 20, 2012

12) Adjournment: **Motion** to adjourn, Garske. **Second**, Smith-Ferguson. **Motion Carried 7 – 0.**

The meeting adjourned at 9:55 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kim M. Coon". The signature is fluid and cursive, with the first name "Kim" and last name "Coon" clearly distinguishable.

Kim M. Coon, Community Development Assistant

Redevelopment
Resources' visit to
Ironwood, MI

November 29, 2012



REDEVELOPMENT RESOURCES

What we do best

We are a community and economic development consultancy specializing in

- o Business development
- o retail, commercial and industrial
- o Downtown revitalization
- o Retail strategies
- o Storefront rehab
- o Public amenities

What we do best (cont.)

- o Redevelopment
- o Blight elimination
- o Remediation and reuse
- o Business recruitment
- o Planning
- o Land use, design and public spaces
- o Commercial real estate
- o Brokerage, market analysis services

Partners

Kristen Fish, Managing
Partner, MBA, CEGB



Deborah Eriland,
Partner



Partners

Mike Morrissey, MS,
PHM



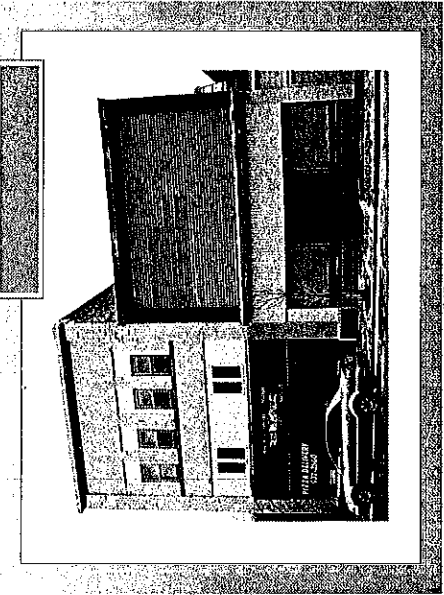
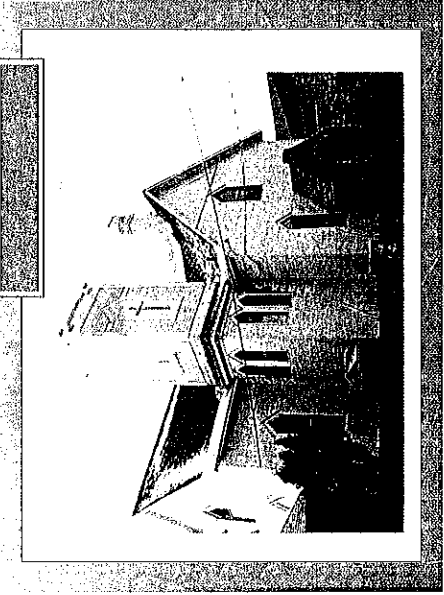
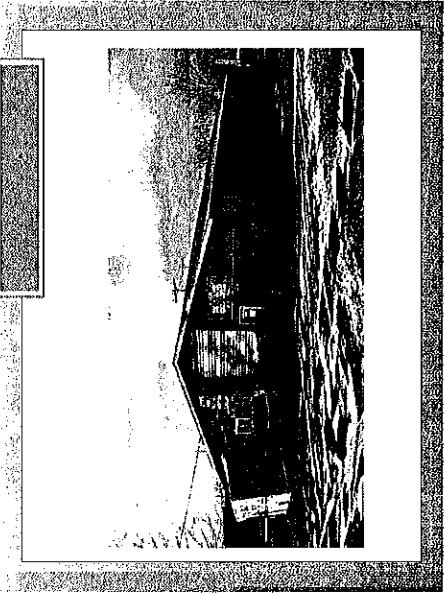
Lyn Falk, Registered
Interior Designer,
Owner: RetailWorks,
Inc.



Partners

Tim Anderson, MA,
APA






Thank you

"Make no small plans. If you do,
that's what you'll end up with".

- Daniel Burnham, Father of American City
Planning



REDEVELOPMENT RESOURCES

Recommendations

- o Downtown Assessment
- o Commercial Building Re-design and Rehab
- o Urban Amenities Improvements
- o Development recruitment/business recruitment services



**Proceedings of the Ironwood City Commission & Planning Commission
Special Meeting**

A Special Joint Meeting of the Ironwood City Commission and Planning Commission was held on Tuesday, December 18, 2012 at 4:00 P.M. in the City Commission Chamber, Memorial Building (2nd Floor), 213 S. Marquette St., Ironwood, MI 49938.

1. Mayor Corcoran called the Special Meeting to order at 4:00 P.M.
2. Pledge of Allegiance.
3. ROLL CALL:

CITY COMMISSION:

PRESENT: Commissioner Cayer, Semo, Shackelford, Tauer, Semo, and Mayor Corcoran.

ABSENT: None.

PLANNING COMMISSION:

PRESENT: Commissioner Bergman, Lemke, Burchell, Davey Semo, and Chairman Wyssling.

ABSENT: Commissioner Geib and Johnson.

4. U.S. 2 Highway Reconstruction Project.

City Manager Erickson addressed the City Commission and Planning Commission stating that City staff recently met with Michigan Department of Transportation (MDOT) on November 2, 2012 to discuss the planned road reconstruction of US 2. He further noted the meeting tonight was to get a recommendation as to four (4) to three (3) lanes along US2. He further noted that MDOT Michael Premo and others were present to answer any questions.

Mike Premo with the Crystal Falls TSC, Dave Bradley, Mark Kleikamp, Corey Gardner addressed both commissions reviewing the different options in converting a four (4) lane to a three (3) lane. He reviewed the signals and their different phases. He further noted no matter what option is picked the signals would operate more efficiently. He reviewed the advantages and disadvantages with both Commissions in answering the questions given from Community Development Directors Michael Brown in a memo. MDOT's recommendation was to have a forty eight (48) foot curb to curb cross section with three (3) lanes with a center turning lane through the City of Ironwood along US2 and they felt it would not reduce the level of service.

Mark Kleikamp addressed the Commissions stated he was directly involved in two of the Upper Peninsula conversions to a three (3) lane highway. One was in Munising and the other was in Menominee. He gave some crash data prior to 2008 and stated there was a drastic reduction in accidents.

Mayor Corcoran asked MDOT what happened in Bessemer when they converted to a three lane. Mike Premo responded and informed them that there was a very small vocal group that convinced the Commission to go back to a four lane. Commissioner Semo questioned where would the additional 16 feet come from at the Douglas intersection. MDOT noted there would be some right of away acquisition but would not create a problem with adjacent businesses.

Planning Commissioner Wyssling questioned where MDOT got their Average Daily Traffic (ADT) information. MDOT noted it is averaged over a year period. Further discussion of this matter and proposed green space took place by both Commissions.

PLANNING COMMISSION

Motion was made by Burchell, seconded by Davey to accept the proposal made by MDOT to recommend to the City Commission to go to a forty eight (48) foot curb to curb three (3) lane cross section highway (one lane in each direction with a center left turn lane) through the City of Ironwood.

ROLL CALL:

Yes (3): Commissioner Bergman, Lemke, and Burchell.
No (2): Commissioner Davey and Chairman Wyssling.

Motion carried on a 3 to 2 vote from the Planning Commission.

CITY COMMISSION

Motion was made by Semo, seconded by Tauer to accept the Planning Commissions recommendation and place this matter on the next agenda with a Public Hearing to be held on December 26th at 5:00 p.m. Unanimously passed by roll call vote.

PLANNING COMMISSION

Motion was made by Bergman, seconded by Burchell and carried that a sidewalk be placed on the north side of the highway.

Motion was made by Bergman, seconded by Davey and carried to recommend that the City follow the Access Management Plan.

5. Downtown Infrastructure Grant.

Community Development Director Michael Brown addressed the City Commission and Planning Commission reviewing with them the scope of work for the Downtown Infrastructure Grant (DIG).

CITY COMMISSION

Motion was made by Semo, seconded by Tauer and carried to approve option #3 which includes the art park, banners, crosswalks, and lights to Hurley (only).

ROLL CALL:

Yes (4): Commissioner Semo, Shackelford, Tauer, and Mayor Corcoran.
No (1): Commissioner Cayer.

Motion carried on a 4 to 1 vote.

6. Adjournment.

Motion was made by Semo, seconded by Tauer and carried to adjourn the meeting at 6:11 P.M.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk

Change Order

No. 3

Date of Issuance: 1/14/2013

Effective Date: 1/14/2013

Project: West Ayer Street Neighborhood Project	Owner: City of Ironwood	Owner's Contract No.: N/A
Contract: West Ayer Neighborhood Project		Date of Contract: 6/1/2012
Contractor: Ross Peterson Construction		Engineer's Project No.: 11390

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

Description: Project Items

Attachments (list documents supporting change):

Attachment No. 1 – Reason / Description of Changes

Attachment No. 2 – Revised Schedule of Bid Items

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$986,917.66

[Increase] [Decrease] from previously approved
Change Orders No. 1 to No. 2:

\$ 785.04

Contract Price prior to this Change Order:

\$986,132.62

[Increase] [Decrease] of this Change Order:

\$11,462.95

Contract Price incorporating this Change Order:

\$997,595.57

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 9/15/2012

Ready for final payment (days or date): 6/7/2013

[Increase] [Decrease] from previously approved Change Orders
No. 1 to No. 2:

Substantial completion (days): 15

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/1/2012

Ready for final payment (days or date): 6/7/2013

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/1/2012

Ready for final payment (days or date): 6/7/2012

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

No. 3

Attachment No. 1 – Reason / Description of Changes

Add the following items of work:

Item No. 10.1 – 8-inch Cap/Plug: water main cap added to project at the north side of Hemlock / W. Ayer intersection. Water main work at this intersection originally not part of plans, it was able to be added back in due to work at EPA site. 8-inch water main cap installed outside of intersection, for future water main looping on Hemlock Street. This item was added at a cost of \$190.00 per each.

Item No. 18.1 Water Service Replumbing: Existing 2” water service replaced in its entirety into the Apostolic Lutheran Church Basement; due to leaky service backfeeding into roadway. Minor replumbing was necessary to connect new 1” water service to existing water line in basement. This item added at a lump sum cost of \$185.00.

Item No. 65 – Remove and Prepare HMA: cost includes saw cutting, remove asphalt in areas of failure, install and prepare 22A gravel as needed. This item was added at a unit cost of \$5.90 per square yard.

Item No. 66 – Asphalt Flume at Catch Basin: cost includes preparing the asphalt flume with 22A gravel and paving an asphalt flume around the new catch basin at Hemlock and Cedar Street. This item was added as a lump sum cost of \$890.00.

Item No. 67 - Remove Large Tree: two large trees removed in the boulevard on W. Ayer Street between King and Lawrence Street. Removal necessary because the trees would have either died or would have damaged new curb and sidewalk in the future. This item was added at a cost of \$600.00 per each removal.

Item No. 68 – Roadway Excavation by EPA: 305 LF of W. Ayer Street was not included in the project due to suspected contaminated soils adjacent to the City of Ironwood’s old Municipal Gas Plant Site. See Change Order #2 for further discussion why this area was incorporated into project. The roadway was lowered, eliminating a hump, to make for a safer, more gradual downhill grade. Extra excavation was necessary; and not part of original scope of work. This item was added at a cost of \$6/CY.

Adjusted other various quantities that were above contract quantity or all work has been completed pertaining to the item, paid for at contract unit rates:

Item No. 1 – 6-inch Watermain	-30.5 LF
Item No. 13 – 1-inch Corporation Stop	1 EA
Item No. 14 – 1-inch Curb Stop and Box	1 EA
Item No. 15 – 1-inch Type K Copper Water Service	284.5 LF
Item No. 21 – Connect to Existing 8-inch Watermain	-2 EA
Item No. 26 – Utility Exploration	-9 EA
Item No. 31 – Connect to Existing Sewer Main	1 EA
Item No. 40 – Utility Exploration	-9 EA
Item No. 41 – Clean & CCTV San Sew Lines	376 LF
Item No. 46 – Curb and Gutter, Rem	-329 LF
Item No. 47 – Curb and Gutter, Conc, Det C2	-199 LF
Item No. 49 – HMA Curb	930 LF
Item No. 50 – HMA (Leveling Course, 220#/syd)	115 SY
Item No. 54 – 12-inch HDPE Culvert	-45 LF
Item No. 56 – 24-inch HDPE Culvert	77 LF
Item No. 57 – Storm Sewer Catch Basin	1 EA
Item No. 59 – Storm Sewer Manhole 5’ Diameter	-1 EA
Item No. 60 – Remove and Replace 8” of MDOT, 22A Gravel	220 SY

City of Ironwood
West Averb Street Neighborhood Project

ITEM	Description	UNIT	Original Contract Amount			CHANGE ORDER NO. 1			CHANGE ORDER NO. 2			CHANGE ORDER NO. 3			REVISED CONTRACT		
			QUANTITY	UNIT PRICE	TOTAL	Quantity Adjustment	Contract Adjustment	Quantity Adjustment	Contract Adjustment	Quantity Adjustment	Contract Adjustment	Quantity Adjustment	Contract Adjustment	Quantity	Extension		
Water System Upgrades																	
1	6-inch Watermain	LF	695	\$ 34.00	\$ 23,630.00											664.5	\$ 22,593.00
2	8-inch Watermain	LF	3,269	\$ 38.00	\$ 124,222.00											3,525.5	\$ 133,969.00
3	6-inch Gate Valve and Box	EA	2	\$ 1,100.00	\$ 2,200.00											2	\$ 2,200.00
4	8-inch Gate Valve and Box	EA	12	\$ 1,380.00	\$ 16,560.00											13	\$ 17,940.00
5	6" x 6" x 6" Tee	EA	1	\$ 300.00	\$ 300.00											1	\$ 300.00
6	8" x 8" x 8" Tee	EA	3	\$ 345.00	\$ 1,035.00											6	\$ 2,070.00
7	8" x 8" x 6" Tee	EA	9	\$ 315.00	\$ 2,835.00											9	\$ 2,835.00
8	8" x 4" Reducer	EA	1	\$ 180.00	\$ 180.00											1	\$ 180.00
9	8" x 6" Reducer	EA	1	\$ 200.00	\$ 200.00											1	\$ 200.00
10	6-inch Cap/Plug	EA	1	\$ 145.00	\$ 145.00											1	\$ 145.00
10.1	8-inch Cap/Plug	EA	0	\$ 190.00	\$ -											1	\$ 190.00
11	6-inch Bend	EA	2	\$ 190.00	\$ 380.00											2	\$ 380.00
12	8-inch Bend	EA	9	\$ 240.00	\$ 2,160.00											15	\$ 3,120.00
13	1-inch Corporation Stop	EA	53	\$ 120.00	\$ 6,360.00											54	\$ 6,480.00
14	1-inch Curb Stop and Box	EA	53	\$ 180.00	\$ 9,540.00											54	\$ 9,720.00
15	1-inch Type K Copper Water Service	LF	1,629	\$ 25.00	\$ 40,725.00											1,913.5	\$ 47,837.50
16	Fire Hydrant Assembly	EA	9	\$ 3,800.00	\$ 34,200.00											11	\$ 41,800.00
17	Remove Ext Fire Hydrant Ass.	EA	3	\$ 250.00	\$ 750.00											3	\$ 750.00
18	Connect Ext 2" to New 8" WM	EA	1	\$ 1,450.00	\$ 1,450.00											1	\$ 1,450.00
18.1	Water Service Replumbing	LS	0	\$ 185.00	\$ -											1	\$ 185.00
19	Connect to Ext 4" WM	EA	1	\$ 900.00	\$ 900.00											1	\$ 900.00
20	Connect to Ext 6" WM	EA	2	\$ 1,050.00	\$ 2,100.00											2	\$ 2,100.00
21	Connect to Ext 8" WM	EA	3	\$ 1,200.00	\$ 3,600.00											1	\$ 1,200.00
22	Rock Excavation	CY	250	\$ 80.00	\$ 20,000.00											19.88	\$ 1,590.40
23	Special Backfill	CY	500	\$ 9.00	\$ 4,500.00											63.8	\$ 574.20
24	Stone Refill (MDOT 6A)	CY	250	\$ 15.00	\$ 3,750.00											2.1	\$ 31.50
25	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00											1	\$ 1,500.00
26	Utility Exploration	EA	13	\$ 120.00	\$ 1,560.00											4	\$ 480.00
26.1	Tyton & MJ Gaskets	LS	0	\$ 4,376.96	\$ -											1	\$ 4,376.96
Water System Upgrade Subtotal																	
\$ 304,742.00																	
Sanitary Sewer System Upgrades																	
27	8-inch SDR 35 PVC Gravity Sewer	LF	3,432	\$ 29.50	\$ 101,244.00											3,808	\$ 112,336.00
28	4-foot Dia. San Sew Manhole & Cover	VF	146	\$ 305.00	\$ 44,530.00											154	\$ 46,970.00
29	Drop Manhole Connection	EA	2	\$ 3,000.00	\$ 6,000.00											1	\$ 3,000.00
30	Rebuild Ext Manhole Chimney	EA	3	\$ 600.00	\$ 1,800.00											3	\$ 1,800.00
31	Connect to Existing Sew Main	EA	3	\$ 400.00	\$ 1,200.00											4	\$ 1,600.00
32	6" SDR 35 PVC Sewer Lateral	LF	1,570	\$ 24.75	\$ 38,857.50											1,613	\$ 39,971.25
33	Connect to Ext Sewer Lateral	EA	52	\$ 110.00	\$ 5,720.00											53	\$ 5,830.00
34	6" x 8" Sanitary Sewer Wye	EA	51	\$ 110.00	\$ 5,610.00											56	\$ 6,160.00
35	San Sew Lateral Cleanout	EA	1	\$ 250.00	\$ 250.00											1	\$ 250.00
36	Rock Excavation	CY	250	\$ 80.00	\$ 20,000.00											40.7	\$ 3,256.00
37	Special Backfill	CY	500	\$ 9.00	\$ 4,500.00											63.8	\$ 574.20
38	Stone Refill (MDOT 6A)	CY	250	\$ 22.00	\$ 5,500.00											14.5	\$ 319.00
39	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00											1	\$ 1,500.00
Sanitary Sewer Upgrade Subtotal																	
\$ 954,941																	
Total																	
\$ 3,270,501																	

ITEM	Description	UNIT	Original Contract Amount			CHANGE ORDER NO. 1		CHANGE ORDER NO. 2		CHANGE ORDER NO. 3		REVISED CONTRACT	
			QUANTITY	UNIT PRICE	TOTAL	Quantity Adjustment	Contract Adjustment	Quantity Adjustment	Contract Adjustment	Quantity Adjustment	Contract Adjustment	Quantity	Extension
40	Utility Exploration	EA	12	\$ 120.00	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ (1,080.00)	3	\$ 360.00	
41	Clean & CCY San Sew Lines	LF	3,432	\$ 2.00	\$ 6,864.00	\$ -	\$ -	\$ -	\$ -	\$ 752.00	3,808	\$ 7,616.00	
41.1	Mainline Work by EPA Site	LS	0	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	1	\$ 3,000.00	
	<i>Sanitary Sewer System Upgrade Subtotal</i>				\$ 2,451,015.50	\$ -	\$ -	\$ (10,545.05)	\$ -	\$ 72.00		\$ 234,542.45	
	Restoration												
42	R & R 4" Concrete Sidewalk	SF	2,700	\$ 5.35	\$ 14,445.00	\$ -	\$ 1,192.65	\$ 6,380.68	\$ -	\$ -	3,892.65	\$ 20,825.68	
43	R & R 6" Concrete Sidewalk	SF	100	\$ 6.50	\$ 650.00	\$ -	\$ 255.75	\$ 1,662.38	\$ -	\$ -	355.75	\$ 2,312.38	
44	Instal. ADA Sidewalk Ramp	EA	6	\$ 400.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	6	\$ 2,400.00	
45	R & R 6" Concrete Driveway	SF	650	\$ 6.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	650	\$ 3,900.00	
46	Curb and Gutter, Rem	LF	1,880	\$ 2.75	\$ 5,170.00	\$ -	\$ -	\$ -	\$ -	\$ (904.75)	1,551	\$ 4,265.25	
47	Curb and Gutter, Conc, Det C2	LF	1,750	\$ 16.50	\$ 28,875.00	\$ -	\$ -	\$ -	\$ -	\$ (3,283.50)	1,551	\$ 25,591.50	
48	Curb and Gutter, Conc, Det D2	LF	130	\$ 26.00	\$ 3,380.00	\$ -	\$ 98.5	\$ 2,561.00	\$ -	\$ -	228.5	\$ 5,941.00	
49	HMA Curb	LF	1,000	\$ 3.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,790.00	1,930	\$ 5,790.00	
50	HMA (Leveling Course, 220#/syd)	SY	13,058	\$ 7.26	\$ 94,801.08	\$ -	\$ -	\$ -	\$ -	\$ 834.90	13,173	\$ 95,635.98	
51	HMA (Surface Course, 165#/syd)	SY	13,058	\$ 5.26	\$ 68,685.08	\$ -	\$ -	\$ -	\$ -	\$ -	13,058	\$ 68,685.08	
52	Remove Existing Culvert	EA	2	\$ 150.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	2	\$ 300.00	
53	Underdrain, Subgrade, 4 inch	LF	1,000	\$ 4.00	\$ 4,000.00	\$ -	\$ -1,000	\$ (4,000.00)	\$ -	\$ -	0	\$ -	
54	12-inch HDPE Culvert	LF	482	\$ 19.00	\$ 9,158.00	\$ -	\$ -	\$ -	\$ -	\$ (855.00)	437	\$ 8,303.00	
55	18-inch HDPE Culvert	LF	188	\$ 27.00	\$ 5,076.00	\$ -	\$ -7	\$ (189.00)	\$ -	\$ -	181	\$ 4,887.00	
56	24-inch HDPE Culvert	LF	438	\$ 46.00	\$ 20,148.00	\$ -	\$ -	\$ -	\$ -	\$ 3,542.00	515	\$ 23,690.00	
57	Storm Sewer Catch Basin	EA	6	\$ 800.00	\$ 4,800.00	\$ -	\$ 1	\$ 800.00	\$ -	\$ 800.00	8	\$ 6,400.00	
58	Storm Sewer Manhole 4' Dia.	EA	8	\$ 1,650.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 13,200.00	
59	Storm Sewer Manhole 5' Dia.	EA	1	\$ 2,100.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ (2,100.00)	0	\$ -	
60	R & R 8" of MDOT, 22A Gravel Lawn Restoration (Topsoil, Fertilize, Seed and Mulch)	SY	14,460	\$ 7.45	\$ 107,727.00	\$ -	\$ -	\$ -	\$ -	\$ 1,639.00	14,680	\$ 109,366.00	
61	Seed and Mulch	LS	1	\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	1	\$ 42,000.00	
62	Riprap, heavy	SY	167	\$ 15.00	\$ 2,505.00	\$ -	\$ -28.1	\$ (421.50)	\$ -	\$ -	138.9	\$ 2,083.50	
63	Dust Palliative, Applied	T	1	\$ 800.00	\$ 800.00	\$ -	\$ -1	\$ (800.00)	\$ -	\$ -	0	\$ -	
64	EBS Mine Rock Back Fill	CY		\$ 18.00	\$ -	\$ -	\$ -262.3	\$ 4,721.40	\$ -	\$ -	262.3	\$ 4,721.40	
65	Remove and Prepare HMA	SY		\$ 5.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,545.80	262	\$ 1,545.80	
66	Asphalt Flume at Catch Basin	LS		\$ 890.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 890.00	1	\$ 890.00	
67	Remove Large Tree	EA		\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	2	\$ 1,200.00	
68	Roadway Excavation by EPA	CY		\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,022.00	337	\$ 2,022.00	
	<i>Restoration Subtotal</i>				\$ 437,120.16	\$ -	\$ -	\$ 10,714.95	\$ -	\$ 8,120.45		\$ 455,955.56	
	TOTAL:				\$ 986,917.66	\$ -	\$ -	\$ (785.04)	\$ -	\$ 11,462.95		\$ 997,595.57	



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

	Application Period: October 14, 2012 thru November 1, 2012	Application Date: 1/14/2013
To (Owner): City of Ironwood	From (Contractor): Ross Peterson Construction	Via (Engineer): Coleman Engineering Co.
Project: W. Ayer Street Neighborhood Project	Contract:	
Owner's Contract No.: n/a	Contractor's Project No.:	Engineer's Project No.: 11390

Application For Payment
Change Order Summary

Approved Change Orders	Number	Additions	Deductions		
	1			1. ORIGINAL CONTRACT PRICE.....	\$ 986,917.66
	2			2. Net change by Change Orders.....	\$ 10,677.91
	3	\$11,462.95	-\$785.04	3. Current Contract Price (Line 1 ± 2).....	\$ 997,595.57
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 891,167.83
				5. RETAINAGE:	
				a. 5% X \$891,167.83 Work Completed.....	\$ 44,558.39
				b. X Stored Material.....	\$ 0
				c. Total Retainage (Line 5a + Line 5b).....	\$ 44,558.39
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 846,609.44
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 818,993.45
				8. AMOUNT DUE THIS APPLICATION.....	\$ 27,615.99
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 150,986.13
TOTALS		\$11,462.95	-\$785.04		
NET CHANGE BY CHANGE ORDERS		\$10,677.91			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date:

Payment of: \$ 27,615.99
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ 27,615.99
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: N/A N/A
Funding Agency (if applicable) (Date)

City of Ironwood, Gogebic County, Michigan (the "City").

A Regular meeting of the City Commission (the "City Commission") of the City was held in the Commissioner Chambers, in the City on the 14th day of January, 2013, at 5:30 o'clock in the evening.

Present: Commissioners

Absent: Commissioners

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS:

1. Act No. 99, Public Acts of Michigan, 1933, as amended, authorizes this City Commission to acquire real or personal property for public purposes by an installment purchase contract; and

2. The City Commission intends to purchase (a) one (1) 2013 GMC Half Ton Truck and one (1) 2013 GMC One Ton Water Truck and (b) one (1) 2013 Ford Three Quarter Ton Truck and (collectively, the "Property") from (a) Bob Fish Buick GMC, Inc., West Bend, Wisconsin and (b) Ashland Motor Company, Ashland, Wisconsin, respectively (the "Vendors"), in the respective amounts of not to exceed (a) Sixty-Two Thousand Sixty-Eight and 86/100 Dollars (\$62,068.86) and (b) Twenty-Four Thousand Three Hundred Seventy-Seven and 00/100 Dollars (\$24,377.00), for a total of Eighty-Six Thousand Four Hundred Forty-Five and 86/100 Dollars (\$86,445.86), and to enter into installment purchase agreements (the "Installment Purchase Agreements") to finance the purchase of the Property; and

3. The outstanding balance of all City purchases of lands, property or equipment for public purposes, to be paid for in installments (i.e., installment purchase agreements, land contracts, leases, etc.), including purchases made pursuant to this Resolution, exclusive of interest, is \$ _____; and

4. The taxable value of the real and personal property within the City as of the date hereof is \$ _____; and

5. This City Commission has received a bid from Citizens Bank, Flint, Michigan (the "Bank") to finance the purchase of the Property at an interest rate of one and seventy-five hundredths percent (1.75%) per annum.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Competitive bids for the purchase of the Property, as required by applicable state law and City Charter, have been submitted and the City Commission determines that it is in the best interest of the City to accept the bid of the Vendors, and that this matter is not required by City Charter to be submitted to the City's Planning Commission.

2. The City Commission determines that it is in the best interest of the City to accept the bid from the Bank to finance the Property through Installment Purchase Agreements among the City, the Bank and the Vendors for a total amount not to exceed Eighty-Six Thousand Four Hundred Forty-Five and 86/100 Dollars (\$86,445.86) at an interest rate of one and seventy-five hundredths percent (1.75%) per annum over a period not to exceed five (5) years with monthly principal and interest payments beginning March 1, 2013, with monthly interest thereon based upon a 360-day year, 30-day month.

3. The Mayor, City Manager, City Clerk or City Finance Director/Treasurer shall execute the Installment Purchase Agreements in substantially the form attached hereto as Exhibit A on behalf of the City and the executed Installment Purchase Agreements shall be delivered to the Bank.

4. The Installment Purchase Agreements may not be prepaid, in whole or in part, prior to maturity.

5. The City hereby irrevocably pledges to make the principal installments and interest payments on the Installment Purchase Agreements beginning with the fiscal year 2012-2013 and during each fiscal year for which an operating budget is adopted, the first operating budget obligation within its authorized millage until such time as the principal installments and interest payments have been paid in full.

6. The City hereby pledges its limited tax full faith and credit for the payment of the principal installments and interest payments on the Installment Purchase Agreements, payable from ad valorem taxes which will be levied within the authorized constitutional and statutory operating millage rate available to the City and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal installments and interest payments on the Installment Purchase Agreements.

The obligation to pay the principal installments and interest payments will be the limited tax general obligation of the City, and if tax collections are insufficient to pay the principal of or interest on the borrowing when due, the City pledges to use any and all other resources available for the payment of principal and interest on the Installment Purchase Agreements.

7. The Mayor, City Manager, City Clerk or City Finance Director/Treasurer are each further authorized to execute any documents or certificates necessary to complete the transaction. Any of those officers may designate, in writing, an individual to act in their place with respect to the powers conveyed in this paragraph.

8. The useful life of the Property is hereby determined to be not less than ten (10) years.

9. The City hereby covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the execution of the Installment Purchase Agreements in order that interest thereon be or continue to be excluded from gross income for federal income tax purposes, including the filing of Form 8038-G or 8038-GC with the Internal Revenue Service.

10. The City hereby designates the Installment Purchase Agreements as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the Internal Revenue Code of 1986, as amended. In making said designation, the City Commission determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City or entities which issue obligations on behalf of the City during calendar year 2013 will not exceed \$10,000,000.

11. The outstanding balance of all of the City's contractual agreements for the purchase of real or personal property, exclusive of interest, does not exceed 1.25% of the taxable valuation of real and personal property in the City.

12. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Commissioners

Nays: Commissioners

Resolution declared adopted.

City Clerk
City of Ironwood

The undersigned, duly qualified and acting Secretary of the City Commission of the City of Ironwood, Gogebic County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said City Commission at a _____ meeting held on _____, 2013, the original of which is part of the City Commission's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

City Clerk
City of Ironwood

CJI:ssw

EXHIBIT A

INSTALLMENT PURCHASE AGREEMENT

PART I

"OBLIGOR" means _____

"VENDOR" means _____

"Property" means _____

"Purchase Price" means \$ _____

"Contract Amount" and "Principal" mean \$ _____

"Maturity Date", "Principal Installment", and "Interest Payment" shall have the meanings as described in Exhibit A.

"Dated Date" means _____, _____

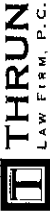
"Interest Rate" means the interest rates pursuant to Part II of this Installment Purchase Agreement which shall be _____.

The provisions of Part II of this Installment Purchase Agreement are hereby approved and incorporated herein.

PART II

THIS INSTALLMENT PURCHASE AGREEMENT (the "Installment Purchase Agreement") is dated as of the Dated Date by and between the OBLIGOR, a Michigan municipal corporation, the VENDOR, and _____ (the "BANK"), as assignee of VENDOR or registered assigns. All capitalized terms not defined in Part II shall have the meaning set forth in Part I.

1. Purchase Price, Title and Useful Life. The OBLIGOR agrees to purchase and VENDOR agrees to sell and provide the Property to the OBLIGOR for the Purchase Price. The Purchase Price includes all property, equipment, material, labor, tools, freights, service, cabling and installation. The BANK will pay the Contract Amount to the OBLIGOR in federal funds by wire transfer and the OBLIGOR will pay the full Purchase Price including the difference, if any, between the Contract Amount and the Purchase Price to the VENDOR immediately upon the receipt of the Contract Amount and the delivery of the Property to and acceptance of the Property by the OBLIGOR. Upon delivery to and acceptance by the OBLIGOR, title to the Property shall vest in the OBLIGOR. The OBLIGOR shall not sell, assign title to, lease, or obtain further financing with



respect to the Property except with the permission of the BANK while Principal remains outstanding under this Installment Purchase Agreement. The OBLIGOR agrees that the useful life of the Property is equal to or longer than the date of the final payment hereunder. The BANK may pledge this Installment Purchase Agreement as security for any obligation of the BANK.

2. Repayment Provisions. The OBLIGOR agrees to pay to the BANK the Principal in the Principal Installments on the Maturity Dates and interest payments on the unpaid Principal balance from the Dated Date at the Interest Rate on the Interest Payment Dates. The Interest Rate shall be the rate set forth in Part I. Interest shall accrue on the unpaid balance of the Principal from the date hereof at the Interest Rate computed on the basis of a 360-day year, 30-day month.

The Installment Purchase Agreements may not be prepaid, in whole or in part, prior to maturity.

It is expressly agreed between the VENDOR and the OBLIGOR, and the BANK by acceptance of the assignment of this Installment Purchase Agreement, that the OBLIGOR shall make all payments of principal or interest due hereunder directly to the BANK or to a depository as shall be designated in writing by the BANK. The OBLIGOR further agrees that it will deposit with the BANK, or if so directed shall deposit with said depository, all payments of principal or interest due hereunder in immediately available funds at least one business day before the date on which said principal or interest due hereunder is due or in such other manner or such other time as the BANK shall approve.

3. Events of Default. Upon the occurrence of any of the following events of default, all or part of the unpaid balance of the amount financed, together with accrued interest charges shall, at the option of the BANK, become immediately due and payable without notice or demand:

a. If the OBLIGOR shall default in the payment when due of (i) any Principal Installment of the amount financed or the interest on the unpaid Principal balance or other amount required to be paid by the OBLIGOR hereunder or (ii) any other indebtedness now or hereafter owing to the BANK, or if the OBLIGOR shall default in the performance of any other obligation of the OBLIGOR hereunder;

b. If any warranty or representation made by the OBLIGOR in this Installment Purchase Agreement or in any financial statement, certificate or other agreement, or document at any time furnished to the VENDOR or the BANK shall be false or inaccurate in any material respect;

c. If the OBLIGOR shall dissolve, become insolvent or make an assignment for the benefit of its creditors;

d. If the BANK at any time in good faith believes that the prospect of payment of any indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against the OBLIGOR, then the entire unpaid balance of the amount financed, together with all accrued finance charges, shall automatically become immediately due and payable, without notice or demand. All or part of the amount financed and accrued finance charges also may

become the terms of any other agreement heretofore or hereafter entered into between the OBLIGOR and the BANK.

4. Incorporation by Reference. The VENDOR agrees to all of the instructions, terms and conditions as outlined in the OBLIGOR'S invitation for bids and the acceptance of the VENDOR'S bid by the OBLIGOR or any other agreement between the OBLIGOR and the VENDOR to purchase the Property (the "Purchase Agreement"). In the event of a conflict in terms between this document and the Purchase Agreement the specific terms of this Installment Purchase Agreement shall govern.

5. Assignment by VENDOR to BANK. The VENDOR hereby irrevocably assigns this Installment Purchase Agreement immediately to the BANK in consideration for payment from the BANK of the Contract Amount. The OBLIGOR hereby consents to that assignment, except with respect to the warranties and other obligations of the VENDOR set forth in Paragraphs 4, 7 and 9 of this Installment Purchase Agreement, all of which shall remain the sole responsibility of the VENDOR and shall not be assignable and the VENDOR hereby acknowledges that all of said warranties and other obligations shall not be assigned and remain the sole responsibility of the VENDOR. The OBLIGOR'S obligation to the BANK is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the OBLIGOR to the BANK and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

a. Any failure of title with respect to the VENDOR'S interest in the Property or the invalidity, enforceability or termination of this Installment Purchase Agreement;

b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Installment Purchase Agreement;

c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the VENDOR or any of its assets or any allocation or contest of the validity of this Installment Purchase Agreement, or the disaffirmance of this Installment Purchase Agreement in any such proceedings;

d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the VENDOR from the performance or observation of any obligation, covenant or agreement contained in this Installment Purchase Agreement;

e. The default or failure of the VENDOR fully to perform any of its obligations set forth in this Installment Purchase Agreement or any other agreement; or

f. Any casualty or destruction of the Property.

After payment of the Contract Amount, the BANK shall have no liability for payment of monies to the VENDOR or for the performance of any obligations to the VENDOR. The VENDOR represents and warrants that the assignment of this Installment Purchase Agreement to the BANK does not violate any agreement, contract, or loan agreement to which it is a party and that the Installment Purchase Agreement has been duly executed and delivered by the VENDOR.

6. Limited Tax General Obligation. The obligation of the OBLIGOR to pay Principal Installments and interest payments is a limited tax general obligation subject to applicable constitutional, statutory and charter limitations, if any, on the taxing power of the OBLIGOR. The OBLIGOR shall include in its budget and pay each year, until this Installment Purchase Agreement is paid in full, such sum or sums as may be necessary each year to make payments of the Principal Installments and interest herein, when due.

7. Delivery Date. It is agreed that the VENDOR has delivered or will deliver the Property. If the Property is not delivered simultaneously with the execution of this Installment Purchase Agreement the VENDOR agrees to deliver the Property as provided in the Purchase Agreement.

8. Tax Covenant. The OBLIGOR covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Installment Purchase Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The OBLIGOR has designated this Installment Purchase Agreement as a "qualified tax-exempt obligation" within the meaning of the Internal Revenue Code of 1986, as amended.

9. Warranty. Warranties, if any, with respect to the Property shall not be assigned but shall remain enforceable by the OBLIGOR.

10. Entire Agreement. Except for closing documents delivered in connection with the Installment Purchase Agreement to the BANK, this Installment Purchase Agreement (including the provisions of the Purchase Agreement incorporated by reference in section 4 above) constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

11. Amendments. Any attempt to modify the term of this Installment Purchase Agreement or of any supporting document shall be ineffectual unless approved in writing by the BANK.

12. Counterparts. This Installment Purchase Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

VENDOR:

(NAME OF VENDOR)

By: _____

Its: _____

Approved:

BANK:

CITIZENS BANK,
FLINT, MICHIGAN

By: _____

Its: _____

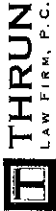
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OBLIGOR:

CITY OF IRONWOOD
COUNTY OF GOGEBIC
STATE OF MICHIGAN

By: _____

Its: _____



ATTACHMENT A

MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
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TOTAL

Pat O'Donnell Civic Center
E4972 Jackson Road
Ironwood, MI.

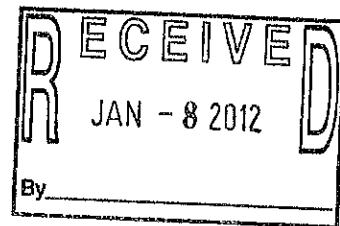
January 8, 2013

Dear Commissioners;

We, the Civic Center Board, would like to have another Workshop with the city commissioners at the Civic Center on Monday January 21st or Monday February 4th at 6:00 pm to discuss past and present improvements. We would also like to discuss our small business plan and the moving forward with the purchase of New, Energy Efficient Ice Making Equipment for the betterment and future of the Civic Center. We're looking forward to showing you the new improvements. Thank you!!

Sincerely;

Brian Roehm, Manager
Joe Metzger, Chair
John Lorensen, Vice Chair / Secretary
John Grotberg
Marcus Re
Jim Collins
Joe Cayer



STATE OF MICHIGAN

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

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

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

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

W 1/2 OF LOT 5 & ALL OF LOTS 6 & 7 BL 9 VIL OF JESSIEVILLE

213 BONNIE STREET

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

JOHN HARTELOO
213 BONNIE STREET
IRONWOOD, MI. 49938

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

- a. **Rear wall of building has large hole and is open to the elements.**
- b. **The building has been a nuisance to the neighborhood for the past several years.**
- c. **The roof is in poor condition. Nothing has been maintained on the building for years.**
- d. **The north and east walls are bulging out.**
- e. **The building is full of debris and is a fire hazard.**

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

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

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

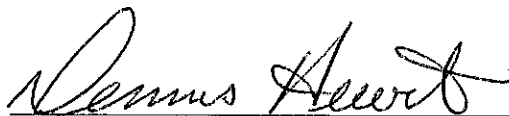
incurred by the City of Ironwood be charged against the premises and owner as provided in Sec. 17.3 (d) of the City Code.

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

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

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

Dated: January 10, 2013



Dennis Hewitt/Building Inspector

STATE OF MICHIGAN)

(SS

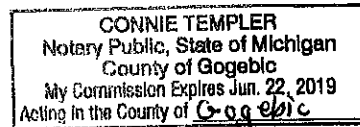
COUNTY OF GOGEBIC)

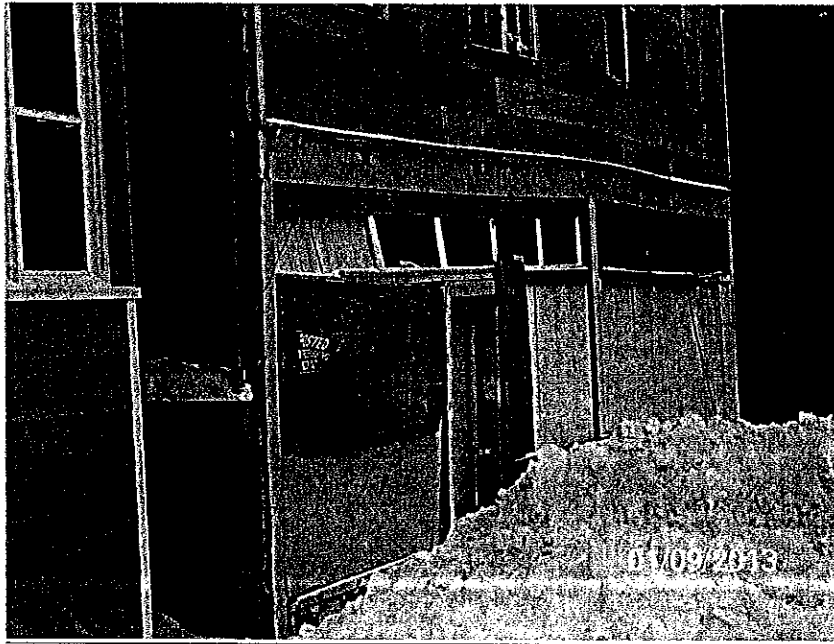
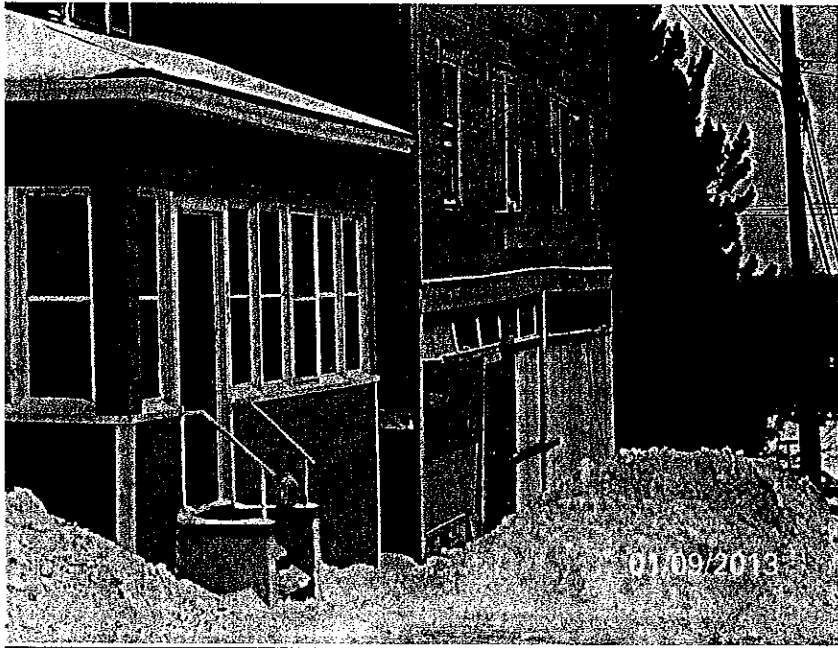
On this 10th day of January, 2013 before me
a Notary Public in and for said County personally appeared Dennis C. Hewitt, Building
Inspector, of the City of Ironwood, Michigan, who made oath that he has read the foregoing
petition by him signed and he knows the contents thereof and the same is true of his own
knowledge, except as to such matters therein stated to be upon information and belief and as to
these matters he believes them to be true.

Connie Templer

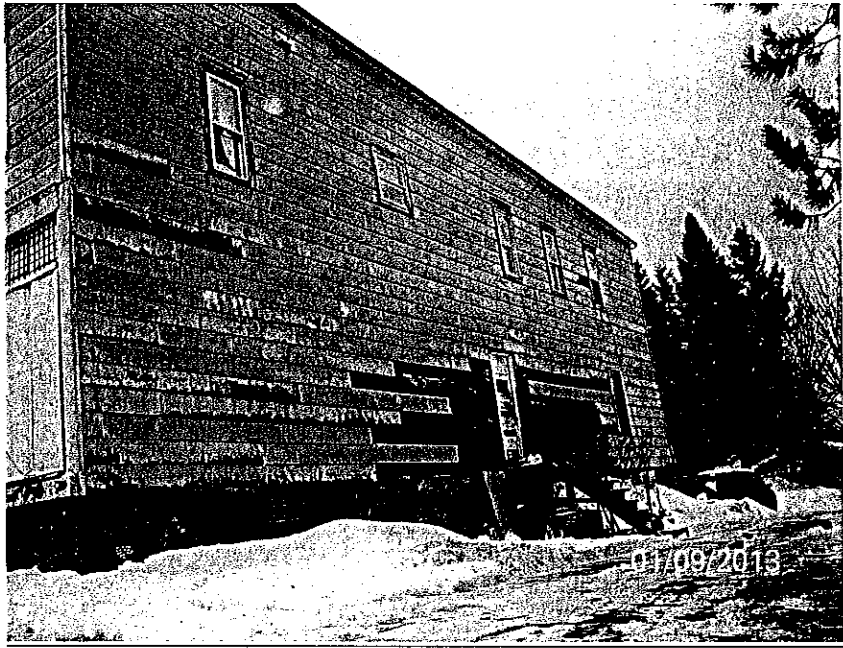
Notary Public, Gogebic County, Mich.

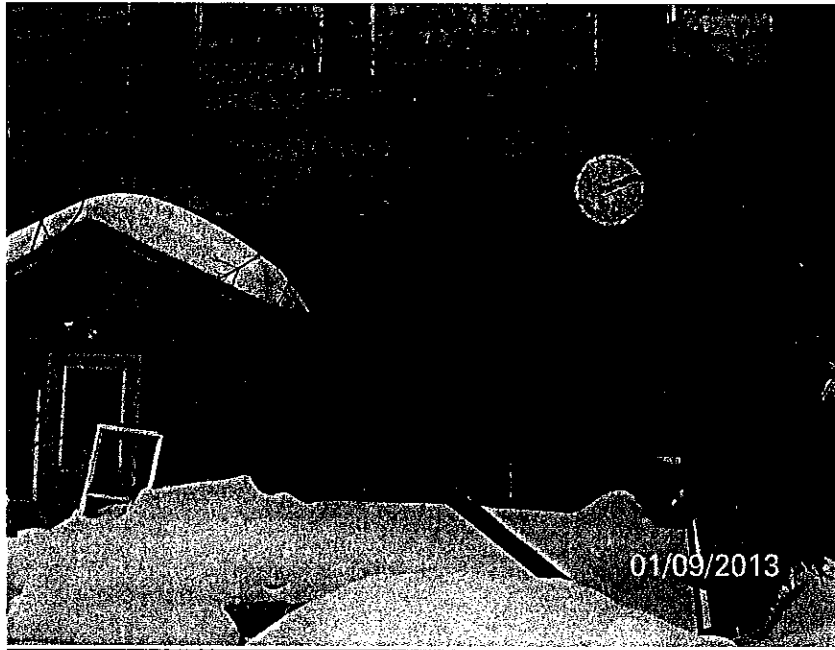
My Commission expires 6/22/2019.











STATE OF MICHIGAN

Resolution No. 013-002

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

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

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

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

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

**W 1/2 OF LOT 5 & ALL OF LOTS 6 & 7 BL 9 VIL OF JESSIEVILLE
213 BONNIE STREET**

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

**Mr. John Harteloo
213 Bonnie Street
Ironwood, MI. 49938**

THEREFORE, The City Commission resolves that a public hearing will be held in the Commission Chambers in the Memorial Building, 213 S. Marquette Street, Ironwood Michigan, on February 11, 2013 at 5:20 P.M. for cause to be shown as to why said above described structure should not be determined a public nuisance and be ordered condemned, abated, removed, or rehabilitated forthwith at the owner's expense.

IT IS FURTHER RESOLVED, that a certified copy of this RESOLUTION and a copy of the Petition of the Building Inspector be ordered served (RD, RRR) upon the owner or owners or representatives of the owner as above designated at least ten (10) days prior to said Public Hearing.

Adopted this _____ day of _____, 2013 by the Ironwood City Commission.

I hereby certify that the above is a true and accurate copy of resolution offered and adopted by the Ironwood City Commission at a regular scheduled meeting on _____, 2013.

Karen M. Gullan

City Clerk