

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, APRIL 22, 2013 Regular Meeting - 5:30 P.M.

LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING

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 – April 15th Regular City Commission Meeting.
- *2) Review and Place on File:
 - a) Ironwood Planning Commission Meeting Minutes of March 6th.
 - b) Park and Recreation Meeting Minutes of March 4th.
- *3) Scheduling a Board of Zoning Appeals Hearing for Tuesday, May 28, 2013 at 5:20 P.M. to hear comment on a variance request from Robert Miklesh to construct a garage on a parcel without a principle residence (527 Bundy Street).

- D. Receive & Place on File from the Finance Director.
 - 1. Statement of Revenue & Expenditures.
 - 2. Monthly Cash Reports.
 - 3. Monthly Check Register Report.
- E. Approval of the Agenda.
- F. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).
- G. AUDIENCE: Plaque presentation to James Huss for serving on the Economic Development Corporation (EDC).

NEW BUSINESS

- H. Discuss and Consider Resolution #013-012 proclaiming April 26 – May 5, 2013 as National Dance Week in the City of Ironwood.
- I. Discuss and Consider request to submit a Letter of Support for the Gogebic County Conservation District grant proposal for the USDA Fish & Wildlife Service.
- J. Discuss and Consider action on defaulted Revolving Loan Funds.
- K. Discuss and Consider participation in the Regional Revolving Loan Fund.
(***DOCUMENT AVAILABLE FOR REVIEW IN CLERK'S OFFICE***)
- L. Discuss and Consider authorizing advertisement to bid for the removal of the Department of Public Works underground fuel storage tanks.
- M. Discuss and Consider awarding bid for the Depot Park Project-Phase II.
- N. Discuss and Consider Change Order No. 1 for the Depot Park Project-Phase II.
- O. Discuss and Consider authorizing City Staff and City Attorney to negotiate and enter into a lease with the Government Services Administration (GSA) for rental space in the Memorial Building.
(***PROPOSED LEASE AVAILABLE FOR REVIEW IN CLERK'S OFFICE***)
- P. Discuss and Consider authorizing City Staff to hire an architect to prepare bid specs for renovation improvements of the Memorial Building.

- Q. Discuss and Consider approving lease agreement for rental space at the City Centre Building with Gemma Lamb and Peg Sandin.
- R. Discuss and Consider approving lease agreement for rental space at the City Centre Building with Ann Marie Batiste and Char Brickner.
- S. Manager's Report.
- T. Other Matters (Five Minute Limit).
- U. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- V. Adjournment.

Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on April 15, 2013 at 5:30 P.M. in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

A. Mayor Corcoran called the Regular Meeting to Order at 5:30 P.M.

Motion was made by Semo, seconded by Shackleford and carried to excuse Commissioner Tauer from the meeting.

B. Recording of the Roll.

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

ABSENT: Commissioner Tauer (excused).

C. Approval of the Consent Agenda.*

*1) Approval of Minutes – March 25th Regular City Commission Meeting.

*2) Review and Place on File:

- a) Gogebic-Ontonagon Community Action Agency Meeting Minutes of March 20th.
- b) Ironwood Housing Commission Meeting Minutes of March 12th.

*3) Approve Sale of:

- a) Disabled American Veterans, Northland Chapter #66 – Forget-Me-Not Flowers on May 9th & 10th.
- b) American Legion Unit #5- Poppy Sales on May 17th & 18th.
- c) American Legion Post #5-Flags on June 14th & 15th.

Motion was made by Shackleford, seconded by Cayer to approve the Consent Agenda as presented. Unanimously passed by roll call vote.

D. Approval of the Agenda.

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

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

Steve Frank, of 212 E. Oak Street questioned item I. wondered if the Salt Storage Shed Project was OSHA approved.

F. AUDIENCE: Dave Anderson, Orvana Resources US Corp.
(RE: Update on the Copperwood Project).

Dave Anderson from Orvana Resources US Corp. addressed the City Commission to update them on the Copperwood Project. Mr. Anderson stated they had been drilling since 2008, have obtained permits, and have been busy finalizing the plans. Mr. Anderson also stated there was still more planning to be done and was optimistic that they would start building next year.

G. AUDIENCE: Paul Garthwait, Eagle Scout.
(RE: Discuss Eagle Scout Project at Norrie Park).

Paul Garthwait, an Eagle Scout presented the Norrie Park Project to the City Commission. Mr. Garthwait stated to the City Commission as part of his Eagle Project he would like to place woodchips all along the trail at Norrie Park. Another Eagle Scout member offered to provide the woodchips and the Eagle Scouts would provide the manpower.

***Motion** was made by Semo, seconded by Shackelford and carried to approve the project pending approval from the Park and Recreation Committee.*

NEW BUSINESS

- H. Discuss and Consider Resolution #013-011 - Electing to Comply with the Provisions of Public Act 152 of 2011 by Exercising the City's Right to Exempt itself from the Requirements of the Act for Medical Benefit Plan Year July 1, 2013 through June 30, 2014.

***Motion** was made by Semo, seconded by Mayor Corcoran to approve Resolution #013-011 Electing to Comply with the Provisions of Public Act 152 of 2011 by Exercising the City's Right to Exempt itself from the Requirements of the Act for Medical Benefit Plan Year July 1, 2013 through June 30, 2014. Unanimously passed by roll call vote.*

- I. Discuss and Consider Change Order # 4 request for a time extension (April 30, 2013) for completion of the Overhead Door on the Salt Storage Building.

***Motion** was made by Semo, seconded by Shackelford and carried to approve Change Order #4 requesting a time extension of April 30, 2013 for the completion of the Overhead Door on the Salt Storage Building.*

- J. Discuss and Consider declaring three (3) DPW trucks as surplus property and authorizing advertisement to bid.

***Motion** was made by Semo, seconded by Shackelford and carried to declare three (3) DPW trucks as surplus property and authorize advertisement to bid.*

- K. Discuss and Consider declaring obsolete City computer equipment surplus and requesting equipment be destroyed.

***Motion** was made by Semo, seconded by Shackelford and carried to declare obsolete City computer equipment surplus and request the equipment be destroyed.*

- L. Discuss and Consider authorizing advertisement to bid for 20 Fire Hydrants.

***Motion** was made by Semo, seconded by Shackelford and carried to authorize advertisement to bid for 20 Fire Hydrants.*

- M. Mayor's Appointment to Economic Development Corporation (EDC).

Mayor Corcoran appointed Devon Kobylinski to the unexpired term of Jim Huss (term expiring October 31, 2014) on the Economic Development Corporation (EDC).

***Motion** was made by Semo, seconded by Shackelford and carried to approve the Mayor's appointment of Devon Kobylinski to the EDC (term expiring October 31, 2014).*

- N. Manager's Appointment to the Ironwood Housing Commission.

City Manager Erickson appointed Guy Trier to the unexpired term of Gary Kusz (term expiring June 30, 2014) to the Ironwood Housing Commission Board.

Motion was made by Semo, seconded by Shackelford to approve the City Manager's appointment of Guy Trier to the Ironwood Housing Commission Board (term expiring June 30, 2014).

O. Manager's Report.

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

*The City of Ironwood received the Michigan Rural Water Award for the Sewer Utility of the Year (2013).

*The City of Ironwood last week met with the EPA regarding the gas plant cleanup site. The City of Ironwood will be receiving the ability to pay analysis later this summer.

*Depot Park Project will be opening bids tomorrow.

*Recognized the Public Works Crew for a good job during the recent storms.

*Reminded everyone that the next regularly scheduled City Commission meeting will be next week on April 22nd at 5:30 p.m. and prior to the meeting at 4:30 p.m. there will be a Work Session on Charter Amendments.

P. Other Matters (Three Minute Limit).

Mayor Corcoran thanked Commissioner Semo, Shackelford, and Coleman Engineering for taking the time to go to Lansing to meet with representatives. She also thanked Public Safety for helping Hurley with the recent bomb threat. Mayor Corcoran liked how the communities work together. She also stated the City of Ironwood received the Michigan Municipal League's (MML's) Region 7-U.P. (Upper Peninsula) Community Excellence Award for the Depot Park Project.

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

Steve Frank, of 212 E. Oak Street questioned and showed his dismay to the City Commission on hiring practices, Park & Recreation Committee authority, and public sidewalk control.

R. Adjournment.

Motion was made by Semo, seconded by Shackelford and carried to adjourn the meeting at 6:12 P.M.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk



**Proceedings of the Ironwood Planning Commission
Wednesday March 6, 2013**

A Regular Meeting of the Planning Commission was held on Wednesday, March 6, 2013 in the Conference Room #1, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order:

Chair Bergman called the meeting to Order at 5:30 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Bergman, Thomas	X			
Burchell, Bob		X		X
Cayer, Joseph Sr.	X			
Davey, Sam	X			
Geib, Courtland	X			
Lemke, Joseph	X			
Johnson, Leroy	X			
Semo, Rick, ex-officio, non voting member	X			

Also present: Community Development Director Michael J.D. Brown.

3. Approval of Minutes:

Motion by Geib to accept the meeting minutes of January 2, 2012 with a correction to #5, that Courtland Geib made the motion to elect Thomas Bergman. **Second** by Burchell. **Motion Carried 7 – 0 with instructions to Coon to correct Motion #5 to reflect that Geib made the motion.**

4. Approval of the Agenda:

Motion by Davey to accept the Agenda. **Second** by Geib. **Motion Carried 7 - 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. Vote on 2013 Goals:

The attached items were stickered and the priorities came out as follows:

1. Comprehensive Plan – 7 votes
2. US2 Corridor Improvement Plan – 6 votes
3. Investigate MI Place Making Initiative – 4 votes
4. More interaction between other committees – 3 votes
5. Training for Commission – 1 votes
6. Review Zoning Board of Appeals Process – None

Director Brown to bring these results back to the next meeting.

- b. Garage Sale Ordinance:

Jason Alonen, Code Enforcement Officer, brought this to Director Brown's attention. The issue is the 'perpetual ongoing garage sales'. The garage sale ordinance would be enforced on a 'complaint' only basis. It would be incorporated into the blight ordinance approved by the City Commission.

Discussion was had amongst the commission members and it was decided that Director Brown would write the ordinance, specifically setting out the days and times for the sales as well as the number of events (ex. one in spring, one in fall season).

- c. Outdoor Storage Zoning Amendment: Director Brown explained that he was approached by a business from Ashland about outdoor storage in the Industrial District. This business's outdoor storage product/material is in conflict with the current Code.

Director Brown suggests making this a conditional use so that this would have to proceed to the Planning Commission. Cayer asked what the materials are that this business wants to store and Director Brown stated that this is an anonymous request at this time. If this group makes this a conditional use permit, it can set conditions with an approval.

The Commission suggested that Director Brown draft zoning amendment language as this proceeds and bring this back to the Commission for their approval. Once the language is acceptable, then a public hearing could be scheduled. Once public hearing time is complete, this would go to the City Commission for approval. This item is tabled until draft zoning amendment language is presented.

8. Sidewalk on south side of US 2: There is existing sidewalk on the south side. MDOT will replace the sidewalk on the South side IF the City pays for the replacement. Director Brown stated that Parks and Recreation committee voted 4 – 1 to not reinstall the south sidewalk. Parks and Recreation, however, wanted the north side to be maintained all its length. Director Brown stated there will be a public meeting at the end of March, so that the preliminary plans can be shown and questions answered.

Motion by Davey recommends not to replace the South Sidewalk but to maintain the North Sidewalk at all times if possible. **Second** by Cayer. **Motion Carried 7-0.**

9. Project Updates:

The budget process has begun. Semo stated that he would like to see the Comprehensive Plan prepared over the next two years. Semo also wanted to know what it might cost to put together such Plan. Director Brown said that on the high end, \$75,000 and \$20,000 to \$25,000 on the low end.

10. Other Business:

Geib commented to the group what a wonderful Community Planning Seminar in Bessemer February 26, 2013 was. He appreciates the City allocating the money for this. The commission members that attended concurred.

Geib stated that on March 18, 2013 at 1:00 p.m. there will be a discussion at the Gogebic Community College with Ken Traska on putting possible windmills on Mt. Zion. He has a radical idea for improvement of a horizontal windmill.

Bergman commented that he has a prior commitment next meeting so will be absent.

11. Next Meeting:

April 3, 2013, 5:30 p.m.

12. Adjournment:

Motion by Cayer to adjourn the meeting. **Second** by Johnson. **Motion Carried 7 - 0.**

Adjournment at 7:36 p.m.

Respectfully submitted


for Thomas Bergman, Chairman


Kim M. Coon, Community Development Assistant

GOALS – PLANNING COMMISSION**As discussed at the meeting on Wednesday, January 02 & March 6, 2013**

1. Comprehensive Plan – 7 votes
2. US2 Corridor Improvement Plan – 6 votes
3. Investigate MI Place Making Initiative – 4 votes
4. More interaction between other committees – 3 votes
5. Training for Commission – 1 votes
6. Review Zoning Board of Appeals Process – None



**Proceedings of the Parks and Recreation Committee
Monday March 4, 2013, 6:00 p.m.**

A regular meeting of the Parks and Recreation Committee was held on Monday, March 4, 2013 at 6:00 P.M. in the Community Development Conference Room, Memorial Building, Ironwood, Michigan.

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		
Andresen, Will	X			
Burchell, Annette		X	x	
Davey, Sam – Chair	X			
Frank, Steve	X			
Kangas, Tom	X			
Shackelford, Monie, ex-officio, non-voting		X	X	
True, Marion	X			
Vuorenmaa, Bruce		X	X	X KBC

Also present, Community Development Director Michael J.D. Brown and Will Corcoran from Festival Ironwood.

3. Approval of the Minutes:

Motion by Frank to accept the Minutes of February 4, 2013. **Second** by Andreson. **Motion Carried 5 – 0.**

4. Approval of the Agenda:

Motion by Andresen to approve the Agenda. **Second** by True. **Motion carried 5 - 0**

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

None

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

None.

7. Items for Discussion and Consideration:

a. Will Corcoran discussed Festival Ironwood:

Corcoran expressed that the Pavillion was not just built for Festival Ironwood and gave an update as to last year's large crowds and activities.

This year Festival Ironwood will still have a car show.

Parking is going to be brought up a lot from the vendors to patrons. This year the Festival is doing some very different things and will probably bring criticisms.

Davey stated that the weather could be a problem; however a tarp will be put on the Pavillion to extend it.

Discussion was had about sand volleyball courts. Frank was concerned that Manny's used to have volleyball courts but no longer. He stated that there is no interest in having volleyball courts and is not an efficient use of that space. He is more in favor of putting basketball hoops downtown.

True stated that he would rather see Norrie Park with the volleyball courts because of restroom space and picnic space. However, his first choice would be to have it at Don & GGi's restaurant.

Corcoran has basic prices to put in a volleyball court. Davey stated that there is no money in the Park's budget nor the cities. Davey doesn't think it would hurt to try this.

Davey stated that the Park will be finished before Festival Ironwood. Questions were had that if the volleyball court did not succeed, who is responsible to removing it? This is not an easy, reversible position per Frank.

Motion by Davey to approve the Volleyball Courts with no costs to the City to erect the courts, nor any costs to the City if this volleyball court should have to be removed. The **Motion** also includes a recommendation that this matter be sent to the City Commission. **Second** by Andresen. **Motion carried 4 to 1** with Frank dissenting.

Tom Kangas commented and commended Festival Ironwood for presenting a great program every year.

8. Items for Discussion and Consideration.

a. Longyear Park/Norrie School Site:

Davey stated that the older playground equipment from Longyear will move to Norrie School Site from Longyear. We have the grant for Longyear. No action needs to be taken tonight on the item. Frank stated that whatever we do, handicap accessibility (unified play) is a must. Director Brown stated that the Grant is due April 1, 2013 and would be presented to the City Commission on Monday, March 11, 2013. The issue of putting a City Park at the Norrie School Site still needs to be discussed with the School District. Parks and Recreation directed Director Brown to begin discussion with the School District about the site.

b. 2013 Budget Items:

Davey stated that the Committee can not have an actual budget. The Committee would like to ask the City Commission for some small amount of money, say for putting up basketball hoops or other small projects. The Committee asked Director Brown to approach the City Commission regarding a small amount of money for this Committee.

c. US 2 South Side Sidewalk:

All of the sidewalks on the south side of US2 will be removed and if the City wants them reinstalled, they City will have to pay for it.

Motion by Andresen to instruct the City Staff to discuss with the State that the south sidewalk not be replaced and that the City maintain the North sidewalk all four seasons. No southside to be added in. **Second** by Frank. **Motion Carried 4 to 1** with True dissenting.

Question was had by Frank regarding reducing the speed limit. Discussion was had reducing the speed limit from 25mph or to 35mph.

Motion by Frank to instruct City Staff to strongly advocate to the State to reduce the speed to 25mph. **Second** by True. **Motion carried 5 to 0.**

9. Project Updates:

- a. Master Trail Plan: This plan is not done yet. Davey hopes to bring the preliminary plan to the next meeting for discussion regarding motorized and non-motorized trails.

10. Other Business: (Schackelford arrived 6:59 p.m.)

- a. Andresen stated that the Riverwalk project is moving ahead. Hurley, Kimball and Montreal are all getting on board with this project. Davey stated that the Ironwood Township Board is in agreement with this. A regional trail fund has been had with these towns and they seem to support this idea at this time.

11. Next Meeting:

April 1, 2013.

12. Adjournment:

Motion by True. **Second** Andresen. **Motion** Carried. Adjournment 7:20 P.M.

Respectfully Submitted


Sam Davey, Chair


Kim M. Coon, Community Development Assistant

Memo

To: Scott Erickson
From: Dennis Hewitt
CC: Karen Gullan
Date: 4/12/2013
Re: Scheduling a public hearing.

I have received a Zoning application from Robert Miklesh requesting a variance to construct a garage on a parcel without a principle residence. We need to schedule a public hearing with the Zoning Board of Appeals. If we can add it to the April 15th agenda we can schedule the public hearing for May 13th. If it's too late to add it to the agenda we with have to hold the public hearing on May 28th and put the request on the April 22nd meeting agenda.

Dennis Hewitt

City of Ironwood
Municipal Zoning Application

Case No. 2012-
Date Filed:

Type of Request:

Zoning Board of Appeals

Appeal

Residential Variance (\$250.00 Fee)

Non-Residential Variance (\$300.00 Fee)

Vacate Right-of-Way (\$250.00 Fee)

Vacate Plat/Subdivision (\$250.00 Fee)

Planning Commission

Conditional Use Permit (\$500.00 Fee)

Planned Unit Development (\$500.00 Fee)

Re-Zoning (\$300.00 Fee)

Site Plan (\$400 Fee)

Temporary Structure for Storage/Sales (\$75 Fee)

Zoning Text Amendment (\$250.00 Fee)

Administrative Staff Review

Administrative Approval (Towers) (\$75.00 Fee)

Public Notice and Hearing Requirements Apply to all requests except for Temporary Structure for Storage/Sales and Administrative Approvals

Address of property: 527 Bundy St
2752-24-332-110

Parcel Number(s) and Legal Description: Lot 2 Block 17
Village of Jesserille

Area of Parcel(s) (Acres): Lot 2 Block 17 50x132 6600 sq ft

Current Zoning: Residewt1 Proposed Zoning: _____

Description of Request Build A garage 28'x32'
removed existing garage 20'x24'

Owner Information

Name: Robert M. Klesh
Address: 528 Kennedy St
Email: _____
Phone: (906) 932-2393 Fax: () - _____
Signature: Robert M. Klesh Date: 4-9-13

Applicant Information (If different than Owner)

Name: _____
Address: _____
Email: _____
Phone: () - _____ Fax: () - _____
Signature: _____ Date: _____

A Pre-Application meeting is required. Please contact staff at 906-932-5050 x 126 or brownm@cityofironwood.org to set up a time to meet and discuss your application and project. All fees shall be paid and all documents required by ordinance shall be submitted with this application in order to be reviewed and considered for approval.

CHECK REGISTER REPORT

Date: 04/12/2013

MARCH

Time: 8:55am

City of Ironwood

Page: 1

BANK: RIVER VALLEY STATE BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
126182	03/01/2013	Reconciled	0000196500	ST MI DEPT OF ENVIRONMENTAL	D-2 EXAM T.P.	70.00
126183	03/05/2013	Reconciled	0000287000	POSTMASTER	POSTAGE JR CYCLE E	127.38
126184	03/08/2013	Reconciled	0000196500	ST MI DEPT OF ENVIRONMENTAL	D-3 EXAM E.P.	70.00
126185	03/08/2013	Printed	9999991314	PHILIP P AHO	CHANGE LOCK BACK OF LIBRARY	135.00
126186	03/08/2013	Reconciled	0000002000	AMFRIPRIDE LINEN & APPAREL SRV	LINEN SERVICE - MEM BLDG	89.36
126188	03/08/2013	Reconciled	0000006210	AT&T MOBILITY	CELL PHONE CHARGES	364.18
126189	03/08/2013	Reconciled	0000270000	AUTO VALUE IRONWOOD	BALL BEARINGS & BOLTS#75&77	167.46
126192	03/08/2013	Reconciled	0000008100	BAKER & TAYLOR BOOKS INC	AUDIO VISUAL - LIBRARY	742.34
126193	03/08/2013	Reconciled	9999991600	CURT CADDY	REFUND CR BAL CECA-414-06	415.65
126194	03/08/2013	Reconciled	0000018309	RANDY L CARR	WELIN BLDG MAINT	198.62
126195	03/08/2013	Reconciled	0000019300	CHARTER COMMUNICATIONS	INTERNET & PHONE CHARGES-DPW	695.75
126196	03/08/2013	Reconciled	0000020300	CHIEF OIL CO	#2 HEAT FUEL - CEMETERY	731.50
126197	03/08/2013	Reconciled	0000035377	CLOVERLAND MOTOR & EXCAVATING,	SNOW SHOVELING-LIBRARY	50.00
126198	03/08/2013	Reconciled	0000036000	COLEMAN ENGINEERING CO	DEPOT PARK	5,499.50
126199	03/08/2013	Reconciled	0000036950	THE COMPUTER DOCTORS	PS EMAIL BOX	334.50
126200	03/08/2013	Reconciled	0000123001	THE DAILY GLOBE	PUBLIC NOTICES	568.87
126201	03/08/2013	Reconciled	0000061300	FABCO EQUIPMENT INC	GASKET & SEALS #50	402.55
126202	03/08/2013	Reconciled	0000077000	G.T.C. AUTO PARTS INC	MAINT PARTS	457.24
126203	03/08/2013	Reconciled	0000069400	THE GALE GROUP	BOOKS LIBRARY	319.38
126204	03/08/2013	Reconciled	0000070200	GALLS, AN ARAMARK COMPANY	(5) FIREMEN HELMETS	1,190.10
126205	03/08/2013	Reconciled	0000080000	GIOVANNONE TRUE VALUE HDWR	PVC PIPE CAPS- PUMP STN	13.47
126206	03/08/2013	Reconciled	0000082900	GOG COMMUNITY ACTION AGENCY	REFUND CR BAL AJRE-320-01	108.12
126207	03/08/2013	Reconciled	0000083000	GORGIC COMMUNITY COLLEGE	ADV IN FEB 2013 CHIEFTALK	20.00
126208	03/08/2013	Reconciled	0000371000	HC SUPPLY WATERWORKS	WACKER CLAMPS	118.07
126209	03/08/2013	Reconciled	0000120000	IRON COUNTY MINER	POSTERS (DELI) - LIBRARY	5.00
126210	03/08/2013	Reconciled	0000122000	IRONWOOD CLEANERS & LAUNDROMAT	VOL FIRE DRY CLEANING	17.30
126211	03/08/2013	Reconciled	0000130000	IRONWOOD WATER & SEWER UTIL	AJRE-235-01	1,234.45
126212	03/08/2013	Reconciled	0000133300	JB DISPOSAL INC	RESIDENTIAL GARBAGE SERVICE	28,871.80
126213	03/08/2013	Reconciled	0000153005	LAKE GAS CO. #34	PROPANE - DPW	41.50
126214	03/08/2013	Reconciled	0000165000	LINDQUIST ELECTRIC, INC	COMMERCIAL GRADE OUTLET-MEM BL	171.35
126215	03/08/2013	Reconciled	0000172000	MACQUEEN EQUIPMENT INC	TERMINAL-SOCKET-SKO-GO BLOWER	191.80
126216	03/08/2013	Reconciled	0000205500	MICHIGAN STATE FIREMEN'S ASSN	ESSENTIALS OF FF W/HAZ MANUAL	132.32
126217	03/08/2013	Reconciled	0000256000	NCRB'S AUTO ELECTRIC	ALTERNATOR #76	341.95
126219	03/08/2013	Reconciled	0000268125	NORWOODS VAC & CLEANING	CUSTODIAL SUPPLIES - MEM BLDG	52.00
126219	03/08/2013	Reconciled	0000271600	OTIS ELEVATOR COMPANY	SERVICE CONTRACT - MEM BLDG	3,054.45
126220	03/08/2013	Reconciled	0000274000	PARTS ASSOCIATES INC	MAINT SUPPLIES - DPW	220.96
126221	03/08/2013	Reconciled	0000278025	PETTY CASH	REPLENISH PETTY CASH	67.49
126222	03/08/2013	Reconciled	0000286000	PLUNKETT'S INC	PEST CONTROL	602.00
126223	03/08/2013	Reconciled	0000292600	QUILL CORP	OFFICE SUPPLIES - LIBRARY	396.13
126224	03/08/2013	Reconciled	0000292900	R.E.D. RICHARDS CONSO., INC.	WATER METER READING - FEB	1,879.92
126225	03/08/2013	Reconciled	0000296000	RANGE CORP	MISS DIG SERVICES	18.50
126226	03/08/2013	Reconciled	0000302000	THE RELIABLE CORPORATION	TOKER	346.76
126227	03/08/2013	Reconciled	0000310000	ROVELSKY & CO	125' 1/2" CABLE - DPW	397.52
126228	03/08/2013	Reconciled	0000310400	S & M PROPERTIES, LLP	COPIER RENTAL - PSD	171.72
126229	03/08/2013	Reconciled	0000314000	SAM'S SALVAGE	FLAT STEEL #77	97.92
126230	03/08/2013	Reconciled	0000324060	SIGNATURE STREETSCAPES	FREIGHT COSTS	400.00
126231	03/08/2013	Reconciled	0000312700	ST ONGE INSURANCE AGENCY INC	UNDERGROUND TANK POLICY	4,164.00
126232	03/08/2013	Reconciled	0000336000	SUPERIOR EQUIPMENT & SUPPLY CO	BLOWER SHAFT-TRKCC	1,673.72
126233	03/08/2013	Reconciled	0000248500	THE NEW YORK TIMES	SUBSCRIPTION - LIBRARY	91.00
126234	03/08/2013	Reconciled	0000348000	TRI-STATE BUSINESS SYSTEMS INC	EXCESS COPIES - LIBRARY	233.99
126235	03/08/2013	Reconciled	0000356500	U.F. REGION OF LIBRARY	MEMBERSHIP DUES - LIBRARY	636.06
126236	03/08/2013	Reconciled	0000353003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	35.80
126237	03/08/2013	Reconciled	0000368000	VOLUNTEER FIRE DEPT	REIMBURSEMENT FOR JAN 2013	455.00
126238	03/08/2013	Reconciled	9999991551	SUSAK WESTERN	CUSTODIAL SERVICES - LIBRARY	160.00
126239	03/08/2013	Reconciled	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
126240	03/08/2013	Reconciled	9999991601	WISUP INVESTOR	REFUND CR BAL LAWN-510-14	256.64
126241	03/08/2013	Reconciled	0000266000	XCEL ENERGY	GROUP WATER POWER BILL	2,307.69
126242	03/08/2013	Reconciled	0000101700	KAREN GULLAN	NAMC CONFERENCE-TRAVEL EXP	559.70
126243	03/11/2013	Reconciled	0000058700	EMPLOYEE BENEFITS AGENCY, INC	MONTHLY AD FEES JAN 2013	1,322.50
126244	03/12/2013	Reconciled	0000287000	POSTMASTER	POSTAGE UB CYCLE A	187.99
126245	03/15/2013	Reconciled	0000287000	POSTMASTER	POSTAGE UB CYCLE B	143.03
126246	03/15/2013	Reconciled	0000000200	A-1 DRAIN CLEANING	CLEAN OUT CALCIUM BUILDUP-C.C.	60.00
126247	03/15/2013	Reconciled	9999991220	ADVANCE AMERICA	DUMPSTER CHARGES	456.24
126248	03/15/2013	Reconciled	0000270000	AUTO VALUE IRONWOOD	SUPPLIES - DPW	46.50
126249	03/15/2013	Reconciled	0000019300	CHARTER COMMUNICATIONS	PHONE & INTERNET - PSD	251.86
126250	03/15/2013	Reconciled	0000036950	THE COMPUTER DOCTORS	COMPUTER SERVICE	591.00
126251	03/15/2013	Reconciled	0000123001	THE DAILY GLOBE	ADVERTISING - CIVIC CTR	216.00
126252	03/15/2013	Reconciled	0000294000	DAVE RAMME REPAIR	INSTALL PUCH BAR-PS VEHICLE	200.00

CHECK REGISTER REPORT

Date: 04/12/2013

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
126253	03/15/2013	Reconciled	0000047064	ANDREW DIGIORGIO	TRAVEL EXPENSES-ANNUAL LAW CON	205.00
126254	03/15/2013	Reconciled	9999999795	ROBERT DUNN	REFUND CR BAL 180F-813-02	350.64
126255	03/15/2013	Reconciled	0000058900	EL-COM SERVICES INC	SERVICE AGREEMENT - MAR '13	185.00
126256	03/15/2013	Reconciled	0000061240	EVERGREEN COUNTRY SHOPPER, INC	ADVERTISING - CIVIC CTR	12.60
126257	03/15/2013	Reconciled	0000077000	G.T.C. AUTO PARTS INC	SUPPLIES - DEW	86.90
126258	03/15/2013	Reconciled	0000070200	GALLS, AN ARAMARK COMPANY	UNIFORM - PSD	789.91
126259	03/15/2013	Reconciled	0000080000	GIOVANNI TRUE VALUE HDWR	CUSTODIAL SUPPLIES - CIVIC CTR	70.96
126260	03/15/2013	Reconciled	0000089000	GOGHEIC-IRON WASTEWATER AJTE	SEWAGE TREATMENT-MAR '13	63,702.80
126261	03/15/2013	Reconciled	9999991347	HEARTLAND COMMUNICATIONS GROUP	NET LOSS-BATTLE OF BARRS-CIVIC	189.50
126262	03/15/2013	Reconciled	0000116230	INK RX.COM	COMPUTER PRINTER SERVICE-CC	120.63
126263	03/15/2013	Reconciled	0000120000	IRON COUNTY MINER	3 INK ROLLERS - CIVIC CTR	29.40
126264	03/15/2013	Printed	0000128000	IRONWOOD TOWNSHIP	WATER CHARGES-CIVIC CTR-JAN'13	1,024.36
126265	03/15/2013	Reconciled	0000130000	IRONWOOD WATER & SEWER UTIL	CLEM-205-01	180.91
126266	03/15/2013	Reconciled	0000062730	JOHN DEERE FINANCIAL	BLDG MATERIALS	2.68
126267	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	WATER TRUCK #15 SUPPLIES	5.74
126268	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	BUILDING MAINT-CIVIC CTR	167.04
126269	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	SUPPLIES #15	121.20
126270	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	WATER TRUCK #15 SUPPLIES	110.09
126271	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	WATER TRUCK #15 SUPPLIES	15.39
126272	03/15/2013	Printed	0000062730	JOHN DEERE FINANCIAL	WATER TRUCK #15 SUPPLIES	7.70
126273	03/15/2013	Printed	9999991603	SUSAN JOHNSON	REFUND CR BAL SHAL-433-02	8.60
126274	03/15/2013	Reconciled	0000341000	JCKI, MAKELA, & HOLLACK &	FINAL BILL FOR AUDIT JUNE 2012	6,850.00
126275	03/15/2013	Reconciled	0000153000	LAKES DISTRIBUTING INC	SUPPLIES - CIVIC CTR	267.61
126276	03/15/2013	Reconciled	0000169000	LUTREY'S FLOWER SHOP	FUNERAL ARRANGEMENT-CIVIC CTR	63.60
126277	03/15/2013	Reconciled	0000172020	JOSEPH MAGDZIAK	PILHI - MARCH 2013	159.47
126278	03/15/2013	Reconciled	9999992001	MYTCSON'S TV & APPLIANCE, INC	25' HDMI CABLE-COMM DEW OFFICE	25.00
126279	03/15/2013	Reconciled	0000205500	MICHIGAN STATE FIREMEN'S ASSN	FIREFIGHTER W/HM2 MANUAL-PSD	182.96
126280	03/15/2013	Reconciled	0000218500	MIKE'S RESTAURANT	CITY CREW MEALS	328.75
126281	03/15/2013	Reconciled	0000257000	NORTH AMERICAN, INC.	REPLACE DOOR SPRINGS-DEW	703.15
126282	03/15/2013	Reconciled	0000262003	NORTH STAR BEVERAGE CO INC	SUPPLIES - CIVIC CTR	356.40
126283	03/15/2013	Reconciled	0000262001	NORTHSTAR ELECTRONICS	SUPPLIES-PSD	9.99
126284	03/15/2013	Printed	0000271008	GERALD OSTERMAN	PILHI - MARCH 2013	382.73
126285	03/15/2013	Reconciled	9999991605	DEANNA FOWARSKI	REFUND CR BAL KENN-513-03	327.70
126286	03/15/2013	Reconciled	0000286500	POMASL FIRE EQUIPMENT	NEW AIR PACKS-PSD	17,180.00
126287	03/15/2013	Reconciled	0000292600	QUILL CORP	SHREDDER - PSD	358.95
126288	03/15/2013	Reconciled	0000296010	THE REAL ESTATE STORE	REFUND CR BAL LANN-510-14	120.20
126289	03/15/2013	Printed	0000304050	MIKE RIMKUS	TRAVEL EXPENSES	45.00
126290	03/15/2013	Reconciled	0000310000	ROVELSKY & CO	FLOW SPRING #24	75.43
126291	03/15/2013	Printed	9999991604	SHERIFF SCOTT CELELLO	REGISTRATION-LAW ENFORCE CONF	70.00
126292	03/15/2013	Reconciled	0000328800	STATE OF MICHIGAN	HAMLICK ST PHASE 1 PROJECT	9,485.24
126293	03/15/2013	Reconciled	0000342500	ROBERT TERVONEN	NRWA CONFERENCE-RC	653.83
126294	03/15/2013	Printed	9999991602	CALIN THIEDE	REFUND CR BAL GENR-328-03	344.75
126295	03/15/2013	Reconciled	0000342600	CHARLES THOMAS	PILHI - MARCH 2013	159.47
126296	03/15/2013	Printed	0000036700	U P ASSESSORS ASSOCIATION	ASSOCIATION DUES-DE	15.00
126297	03/15/2013	Reconciled	0000368000	VOLUNTEER FIRE DEPT	REIMBURSEMENT - FEB 2013	240.00
126298	03/15/2013	Reconciled	0000368700	THE WAKEFIELD NEWS	FEB 28TH DELI DAY ADV-LIBR	17.50
126299	03/15/2013	Reconciled	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
126300	03/15/2013	Reconciled	0000388000	WCPM RADIO STATION	ADVERTISING - CIVIC CTR	202.40
126303	03/15/2013	Reconciled	0000266000	XCEL ENERGY	STREET LIGHTING	17,825.93
126304	03/15/2013	Reconciled	9999991606	SEARCHN'S COFFEE COMPANY	FUND RAISING EXP - LIBRARY	1,134.00
126305	03/20/2013	Reconciled	0000381600	WELLS FARGO EQUIPMENT FINANCE	CASE LOADER PAYMENT	2,487.37
126306	03/20/2013	Reconciled	0000101700	KAREN GULLAN	TRAVEL EXP MAMC	53.00
126307	03/21/2013	Reconciled	0000287000	POSTMASTER	POSTAGE JB CYCLE C	185.74
126309	03/22/2013	Reconciled	0000089100	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	509.72
126311	03/22/2013	Reconciled	0000060025	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION APRIL-DIV 0006	18,209.91
126312	03/22/2013	Reconciled	0000060025	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION APRIL-DIV 0007	6,229.50
126313	03/22/2013	Reconciled	0000060025	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION APRIL-DIV 0002	801.57
126314	03/22/2013	Reconciled	0000060025	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION APRIL-DIV 0004	25,987.75
126315	03/22/2013	Reconciled	0000060025	BLUE CROSS, BLUE SHIELD OF MI	HOSPITALIZATION APRIL-DIV 0005	4,293.37
126316	03/22/2013	Reconciled	000014518	MICHAEL BROWN	REF MEETING	30.00
126317	03/22/2013	Printed	0000017506	CARNEGIE LIBRARY PETTY CASH	REPLENISH PETTY CASH-LIBRARY	105.80
126318	03/22/2013	Reconciled	0000018009	RANDY L CARR	CUSTODIAL SERVICES-VELIN BLDG	194.00
126319	03/22/2013	Reconciled	0000019300	CHARTER COMMUNICATIONS	PHONE & INTERNET - MEM BLDG	408.28
126320	03/22/2013	Reconciled	0000108025	DENNIS HEWITT	JEBOA ANNUAL CONF	253.58
126321	03/22/2013	Printed	0000069400	THE GALE GROUP	BOOKS LIBRARY	108.76
126322	03/22/2013	Reconciled	0000080000	GIOVANNI TRUE VALUE HDWR	SNOW BLOWER PART-LIBRARY	10.00
126323	03/22/2013	Reconciled	0000110825	HOLIDAY FLEET-CREDIT OFFICE	GAS USAGE	4,728.64
126324	03/22/2013	Reconciled	0000120000	IRON COUNTY MINER	GREEN PAPER- LIBRARY	47.00

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount		
126325	03/22/2013	Reconciled	0000163000	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES - CIVIC CTR	91.49		
126326	03/22/2013	Reconciled	0000164500	PAUL LINK	RLF MEETING	30.00		
126327	03/22/2013	Printed	0000165550	LITTLE BEAR CONSTRUCTION	REPAIR DAMAGED VENT PIPE-LIBR	125.00		
126328	03/22/2013	Printed	0000277459	PETER WHITE PUBLIC LIBRARY	BOOKS LIBRARY	33.94		
126331	03/22/2013	Reconciled	0000304310	RIVER VALLEY STATE BANK	CREDIT CARD PAYMENT-LIBRARY	1,928.95		
126332	03/22/2013	Reconciled	0000308200	ROMANS' ENTERPRISES, INC.	REPAIR HEATERS-CIVIC CTR	126.93		
126333	03/22/2013	Reconciled	0000340320	TANJUMKON ARFA SCHOOL PUBLIC	DAMAGED BOOK - LIBRARY	5.00		
126334	03/22/2013	Reconciled	0000350003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	26.85		
126335	03/22/2013	Reconciled	9999991551	SUSAN WESTERN	CUSTODIAL SERVICES - LIBRARY	180.00		
126336	03/22/2013	Reconciled	0000266000	XCEL ENERGY	PUMP STN & 3 WELLS	10,666.13		
126337	03/22/2013	Reconciled	0000005809	ASHLAND FORD	2013 FORD 3/4 TON TRUCK	24,377.00		
126338	03/25/2013	Reconciled	0000201000	MI MUNICIPAL TREASURER ASSOC	MMTA BASIC INST. 2ND YEAR	187.00		
126339	03/27/2013	Reconciled	0000287000	POSTMASTER	POSTAGE UB CYCLE D	191.08		
					Total Checks:	149	Bank Total:	293,622.97
					Total Checks:	149	Grand Total:	293,622.97

Mayor Kim Corcoran, City of Ironwood
213 South Marquette Street
Ironwood, MI 49938

April 11, 2013

Dear Mayor Corcoran,



A Positive Voice in Dance, a Positive Choice for Dance.

We would like to express our deep gratitude for the support the City of Ironwood has given to the Ironwood Dance Company in events we have sponsored in the past. You have supported us and ensured our safety during several annual National Dance Week events over the last decade. We would, however, also like to present our request for a Mayoral Proclamation for National Dance Week 2013 as an acknowledgement of our annual campaign to raise public awareness to the societal benefits inherent to our art form in America, as well as here at home in Ironwood, Michigan.

With that thought in mind, we would respectfully request that you now consider sponsoring such a Mayoral Proclamation. Our dates for the next celebration are April 26 - May 5, 2013. It would be most beneficial for the dance community in Ironwood to receive such an official proclamation since it would greatly validate the presence of dance in our education, sports, entertainment, ethnic and liturgical communities.

A Mayoral Proclamation would be a strong testament to the public as it acknowledges our government representatives' attitudes towards the arts and their place in our culture. We are hopeful that you will lend your voice to this request. You would join mayors across the country, including New York's Michael Bloomberg, as their witness was given to the importance of the movement arts in our society. An additional recognition in the form of a Mayoral Proclamation from the City of Ironwood would serve well to further emphasize the importance of dance as one of the integral arts on the Gogebic Range.

Your actions to bring about such recognition could well serve as an assurance to the public of the extent of your own interest in elevating our educational and societal standards ever higher.

Sincerely,

Margaret Grachek

Margaret Grachek
President, Director and Instructor
Ironwood Dance Company
Ironwood, Michigan

City of Ironwood, Michigan

Proclamation

National Dance Week

Whereas, the Art of Dance inspires the citizens of Ironwood, Michigan with the power of their imaginations, and creates works that heal, uplift and transform our community;

Whereas, dance artists create works in all art forms that reflect a wide range of experiences and perspectives;

Whereas, the appreciation of the full diversity and complexity of the Art of Dance is crucial for the common good of our local, national, and international communities;

Whereas, dance artists play a leading role in shaping public attitudes and provide valuable role models for future generations;

Whereas, the Art of Dance creates work that touches our deepest emotions and builds bridges among people of all ages, abilities, races, and religions;

Whereas, the City of Ironwood is the home of many talented and hard-working citizens schooled in the Art of Dance;

Whereas, the Ironwood Dance Company, in collaboration with the National Dance Week Foundation and dance artists around the country, has organized a celebration called National Dance Week which will henceforth be celebrated annually during the first week of May;

Whereas, citizens of Ironwood, Michigan are joining with artists, audiences, and arts supporters around the country to celebrate the Art of Dance during National Dance Week, April 26 – May 5, 2013;

*Now, therefore, BE IT RESOLVED, that I, Kim Corcoran, Mayor of the City of Ironwood, Michigan do hereby proclaim April 26 through May 5, 2013 as **National Dance Week**. I call upon public officials, educators, artists and all the people of Ironwood, Michigan to observe this week, to celebrate the cultural riches our community has to offer, and to recognize the important role the Art of Dance has in creating and sustaining this great nation with appropriate ceremonies, activities, and programs.*

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of April, in the year 2013.

Mayor



GOGEBIC CONSERVATION DISTRICT

Natural Resources Center – 500 N. Moore Street
Bessemer, MI 49911 - Phone: 906-663-4512

*“Providing Gogebic County with leadership in conserving
and using natural resources”*

ATTN: Ironwood City Commission

RE: Letter of Support Request

The Gogebic Conservation District is currently applying to the U.S. Fish and Wildlife Service to receive a competitive grant for the Ontonagon Watershed Restoration Project – Mosinee Upper Reaches. The Gogebic Conservation District would appreciate receiving a letter of support from the Ironwood City Commission.

Although the actual work restoring the Mosinee Upper Reaches is not within the city boundaries of Ironwood, the recreational, sport fishing, and economic effects of increased tourism would benefit the city of Ironwood, its businesses, and its citizens.

The Gogebic Conservation District is currently developing a portfolio of support letters to strengthen all of our grant applications. We are seeking support from governmental entities, citizens groups, and associated sporting organizations. Attached you will find a perfunctory sample letter that could be used as a basis for your organization’s expression of support. You can expand the expression of support beyond the sample provided.

The Gogebic Conservation District thanks you for your kind consideration of support.

Cordially,

William E. Erickson

Gogebic Conservation District – board member

SAMPLE

ATTN: U.S. Fish and Wildlife Service
RE: Ontonagon Watershed Restoration Project

The Gogebic Conservation District, as you know, is applying for a USFWS grant for the restoration of a nearby portion of the Ontonagon Watershed. Although the precise restoration site is not within Ironwood city limits, Ironwood is located within the Ontonagon Watershed. Any improvement of the natural landscape enhances the lifestyle of Ironwood citizens.

In addition to lifestyle enhancement, the city of Ironwood would surely gain certain economic advantages from increased tourism because fly fishing enthusiasts would travel to the area to fish in the improved creeks of the Mosinee Upper Reaches. This increased tourism would have a welcome impact on the commerce at regional hotels, motels, restaurants, gasoline service stations, and sporting goods establishments.

While the economic aspects of the restoration projects would be important, the landscape restoration after years of improper treatment below modern, realized standards is reason enough for the city of Ironwood to lend its support to the Gogebic Conservation District efforts.

Cordially,

The Ironwood City Commissioners

SAMPLE

GOGEBIC CONSERVATION DISTRICT – ONTONAGON WATERSHED RESTORATION PROJECT

PROJECT NAME: Ontonagon Watershed Restoration Project – Mosinee Upper Reaches

CONTACT PERSON: Stephanie Anderson

CONTACT ADDRESS: Gogebic Conservation District-500 N. Moore St. Bessemer, MI 49911

Organization: Gogebic Conservation District

Phone Number: (906) 663-4512

E-mail: info.gogebic.cd@gmail.com

Project Description:

The Ontonagon Watershed contains 1384 square miles and is predominantly located in the western portion of Michigan's Upper Peninsula. The watershed includes portions of the following Michigan counties: Ontonagon; Houghton; Gogebic; and Iron; as well as a portion of Vilas County, Wisconsin. The Upper Peninsula Michigan and northern Wisconsin, the watershed extends 70 km in east-west direction and 50 km in north-south direction. The river drains northward, from an elevation of 574 m in the headwaters to 183 m at the river mouth on Lake Superior.

The watershed's land use is predominantly forest (74%) and wetland (15%). The Ottawa National Forest covers approximately 57% of the watershed, or about 790 square miles. Where logging is present in the watershed, sustainable forestry practices are overwhelmingly implemented. Agricultural and urban land uses are very sparse, covering 5% and 0.1% respectively (Gunderman & Baker, 2008).

Historically, in the prime logging eras the Ontonagon Watershed area with its predominately vast forest had production levels of 100,000,000 board feet of lumber annually. Forests have also been replaced by stump fields and slash piles increasing erosion and transport of sediment into the nearing tributaries, streams flowing into Lake Superior. The stream channels went from deep and narrow to wide and flat dimensions. Trees cut down along stream channels allow more sunlight into the rivers causing rising water temperatures.

The 516(e) watershed studies often identify anthropogenic causes for high sediment yields, which result from watershed activities, such as unsustainable forestry practices and the conversion of land to urban or agricultural uses. However, this study investigated the sediment dynamics in the Ontonagon River Watershed, which is a large, undeveloped, forested watershed in Michigan's Upper Peninsula. Despite the low population density, sustainable forestry practices, and lack of large tracks of agriculture, the Ontonagon Watershed has been identified as the second largest contributor of sediment to Lake Superior (Robertson, 1997)

Railroad tracks added within the Gogebic County's portion of the Ontonagon river watershed area have contributed in a historic presence of sediment.

Hydrologic processes in the watershed lies in the cold temperature region, its weather is affected by different factors from both local, regional, and lakes. Annual precipitation is from 800 mm to 1000 mm with considerable spatial and temporal variation. Annual precipitation, especially lake effect snowfall, is greatest near the shore of

Lake Superior and decreases with distance inland from the shoreline. July receives the highest rainfall during a year (80 mm to 130mm), while January and December showed the highest snowfall. The highest daily snowfall (45 mm in January) occurred in Ontonagon, Ontonagon County (8 km from the lake shore) and the lowest (18 mm in January) occurred in Watersmeet, Gogebic (64 km from the lakeshore). Annual average air temperature ranges from -2.5 °C to 0 °C, with highest in July (around 13 °C) and lowest in January (around -17 °C). Mean air temperature is over 0°C from May through October, and it is below a freezing point for the other six months from November through April. With monthly average air temperature near zero and daily air temperature fluctuating either above or below 0 °C in April and October, these two months are the most hydrologically sensitive periods in the watershed.

Gogebic Counties portion of the Ontonagon watershed is a vital fish and wildlife habitat and strongly influences Lake Superiors ecosystem processes. The recreational, scenic rivers receiving sediment from the Ontonagon watershed include the Mosinee Upper reaches. Mosinee upper reach of the Black River which is surrounded by logging and impacted by 62 or more uninhabited beaver dams. Peat and muck deposits along with sediment, is prevalent throughout the Mosinee.

The northern and southern portions of the Mosinee watershed are sparsely populated, but four communities (Ironwood, Bessemer, Ramsay, and Wakefield) with combined populations of approximately 4,500, are located in the central part of the basin. Most of the land south of McDonald Creek is either listed under the Commercial Forest Act or managed by the Gogebic County Forestry and Parks Commission. Residential (and to a lesser extent, industrial) development is most prominent between McDonald and Sixmile Creeks. Nearly all of the riparian lands north of Sixmile Creek are included in the Ottawa National Forest, and the 14-mile river segment from the Ottawa National Forest boundary to Lake Superior is classified as "scenic" under the Michigan Scenic Rivers Act of 1991

The objective of this proposal is to obtain funds to restore and preserve the Ontonagon River Watershed, removal of abandoned beaver dams, restoring riparian habitat, and plant restoration. With these improvements they will in turn create natural stream flow, improve water temperatures and increase abundance in cold water species. Improvement to ecological habitats will increase the abundance of brook trout and fish species. The Ontonagon Watershed project as a whole, will lead to increasing fishing opportunities for area sportsmen and predominant tourism. The Ontonagon watershed has numerous outlying parks and visitor information centers that will receive an added benefit if the restoration of this project can begin.

Geographical Location:

Gogebic County, Mosinee Grade, Bessemer Township T 45-46 N R45W Section 6-9, 28-33, include T45-46 N R46W Section 1-5, 9, 13-16, 20-29, 32-36, Wakefield/Bessemer Township T46 47N R45W Section 6,7 A more general description is 1 mile north from HWY M-28 within Wakefield Township, Bessemer Township, Ironwood Township, South of the Cities of Wakefield, Ramsay, Bessemer, and Ironwood. The project falls on Ottawa National Forest lands within Gogebic County.

Project Schedule:

Year/Season	Winter	Spring	Summer	Fall
2012	Determine NEPA Requirements(Current Decision notice may simplify the process *Grant money awarded	Pre-project fish and channel survey Removal of logging, railroad debris, beaver dams	Plant nursery stock seedlings in riparian area Removal Beaver Dams	Plant more nursery stock seedlings if needed. Produce final report Removal of Beaver Dams

PROJECT BUDGET: See Attachment

ADDITIONAL SOURCES OF FUNDING OR IN-KIND SERVICES:

Verbal endorsements from Ottawa National Forest, Orvana US Corps

PROJECT GOAL OR OBJECTIVES:

Included in "Project Description"

PERFORMANCE MEASURES:

Performance will be measured primarily through fish survey results and channel morphology surveys. The success of this project will create a reach of stream that has a higher population of fish, a stable channel with diverse habitats, and riparian corridor with a healthy stand of long lived trees.

IDENTIFIED IN MDNRE'S ONTONAGON RIVER ASSESSMENT:

This type of project is directly tied to the assessment. References are made on pages 76-82 in the categories of Channel Morphology, Water Quality, Biological Communities, Fishery Management, and Citizen Involvement. The following option statements copied from the assessment reflect this assessment.

Option: Protect diverse stream channel habitats by removal of uninhabited; 62 beaver dams from stream channels and educating riparian landowners on the value of natural stream flow and other aquatic species.

Option: Protect natural channel movement by encouraging and requiring the use of soft armor methods of bank stabilization (e.g., vegetative plantings or whole tree revetments rather than rock riprap) through permitting processes and cooperative planning.

Option: Increase channel diversity by adding vegetative plantings or habitat improvement structures in stream reaches where habitat diversity is low due to past or present land management activities (e.g. residential development or removal of old-growth forests).

Option: Identify river reaches in need of habitat improvement (e.g. erosion control or fish cover installation) and work with interested partners to restore or enhance fish habitat in these streams.

Option: Support and provide technical assistance to groups seeking funding for stream protection and restoration projects

PROPOSED SCHEDULE FOR PROGRESS AND FINAL REPORTS:

See chart above.

Bogebic Conservation District

Budget Item	
vegetative plantings	2,500
vegetative transport	1,000
PA	1,500
DEQ Permit	5,000
beaver Dam Removal *	30,000
beaver Transport	1000
labor costs(\$100/person/day**	10,000
Pre & Post Project Survey	5,000
Administration	19,000
	75,000

includes contracting for removal of approximately uninhabited 62 beaver dams.

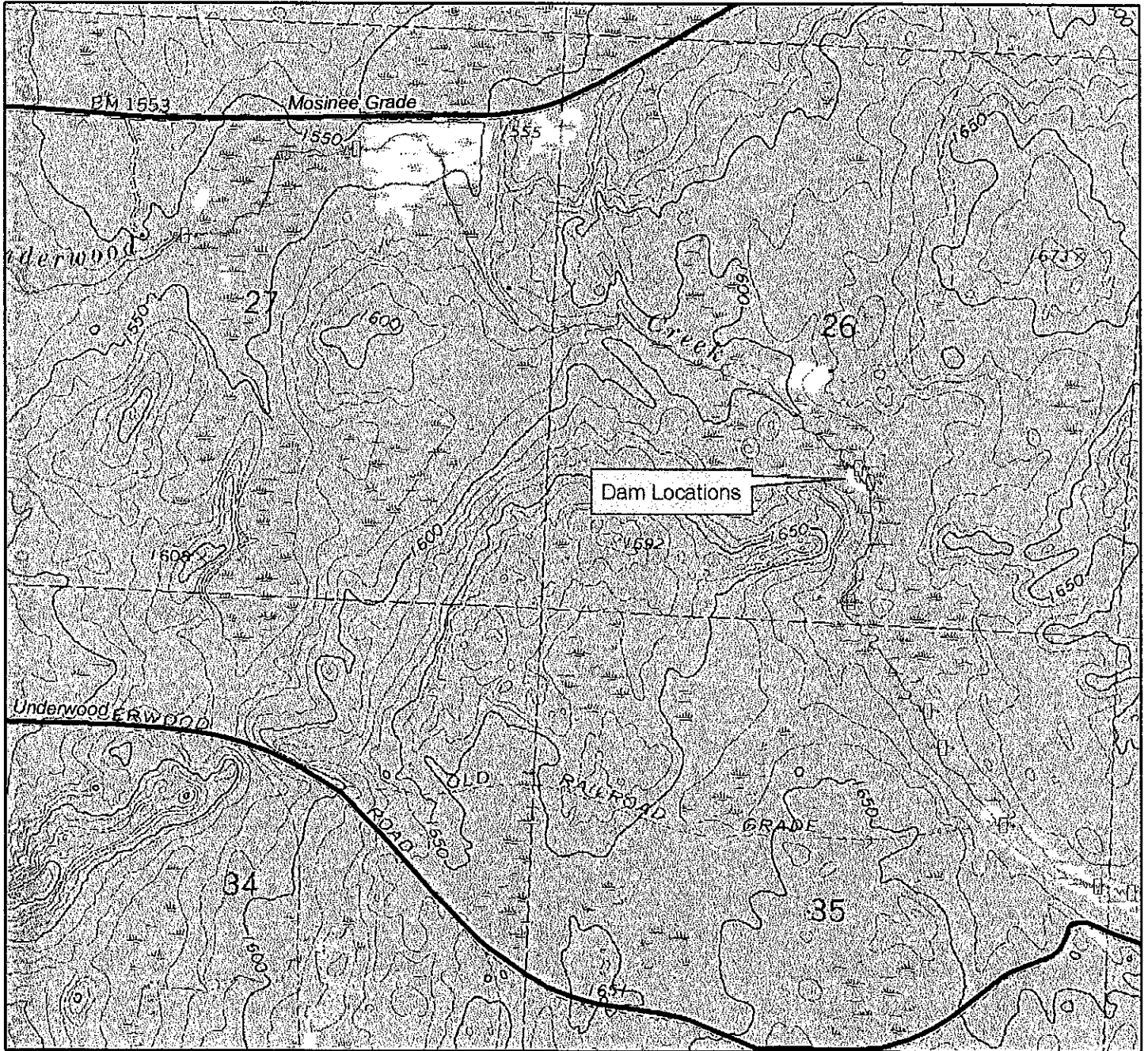
labor costs only include assistance along with volunteers for planting vegetation and/or additional laborers needed for the removal of larger beaver dams within remote areas

Underwood Creek Dam Locations

Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT
District: GOGEBIC CONSERVATION DISTRICT

Field Office: KINGSFORD SERVICE CENTER
Agency: NRCS
Assisted By: THOMAS BERNDT
State and County: MI, DICKINSON

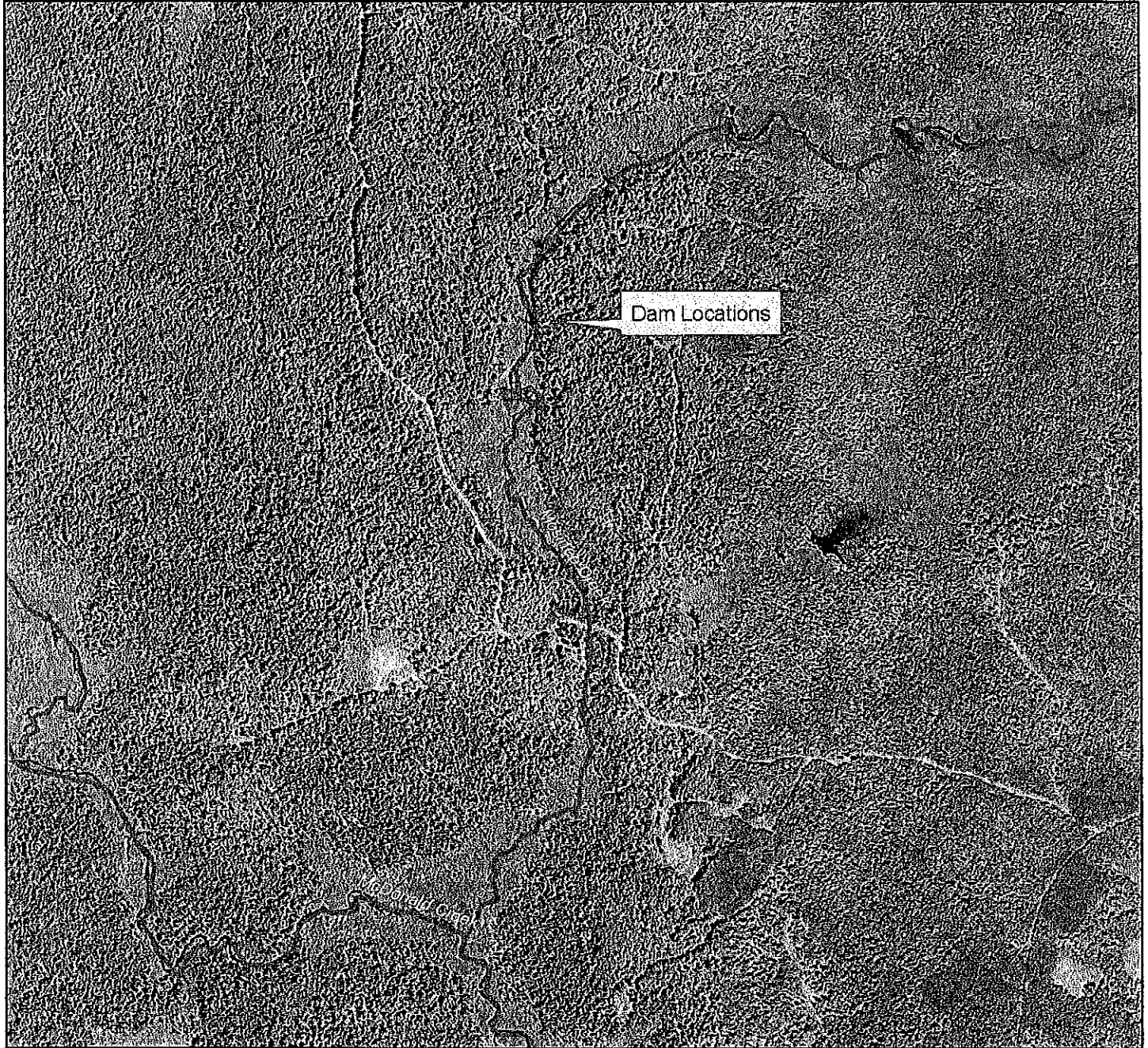


Lower Mosinee Dam Locations

Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT
District: GOGEBIC CONSERVATION DISTRICT

Field Office: KINGSFORD SERVICE CENTER
Agency: NRCS
Assisted By: THOMAS BERNDT
State and County: MI, DICKINSON



Legend

Lower Mosinee Dam Locations

Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT

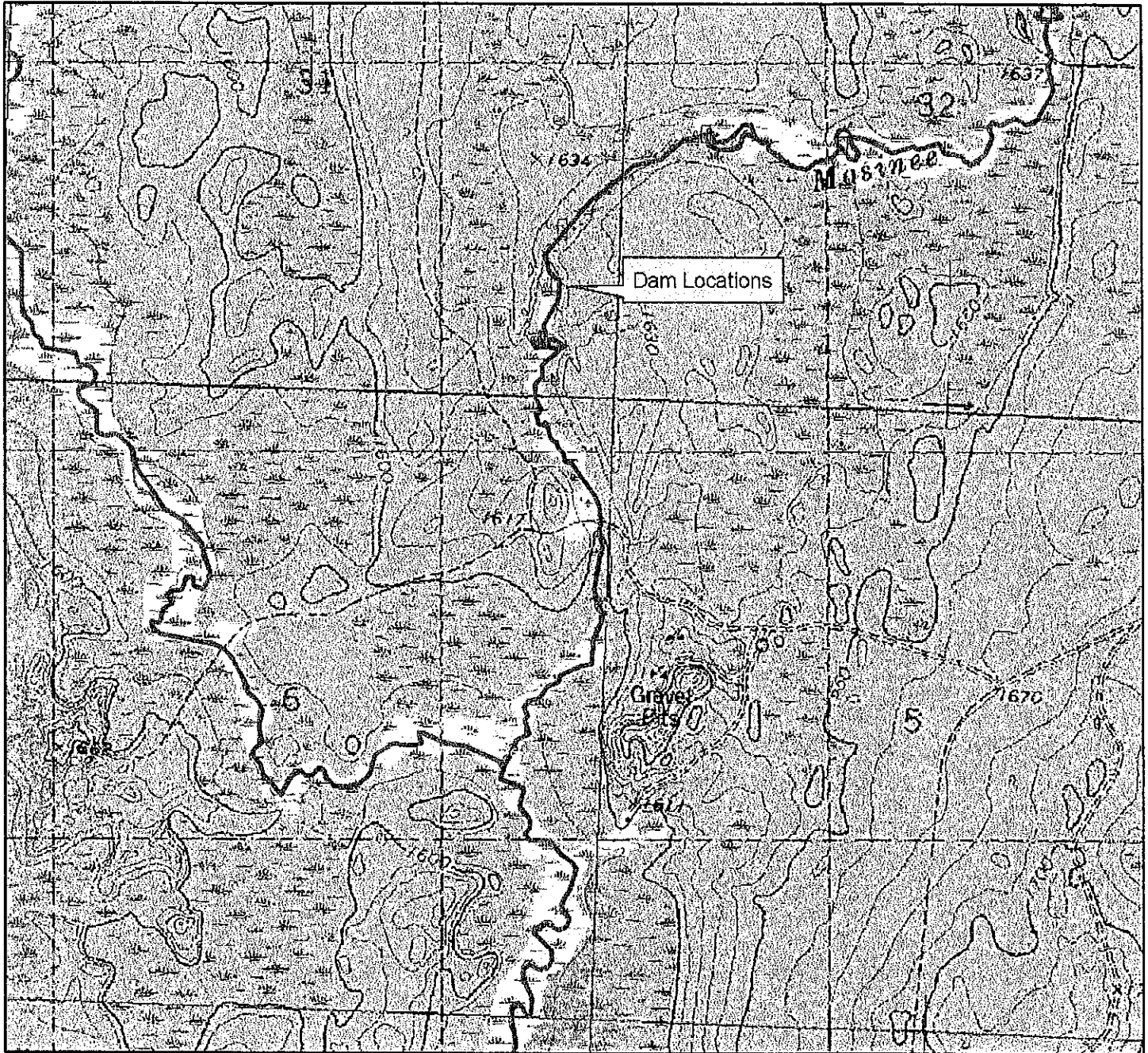
District: GOGEBIC CONSERVATION DISTRICT

Field Office: KINGSFORD SERVICE CENTER

Agency: NRCS

Assisted By: THOMAS BERNDT

State and County: MI, DICKINSON



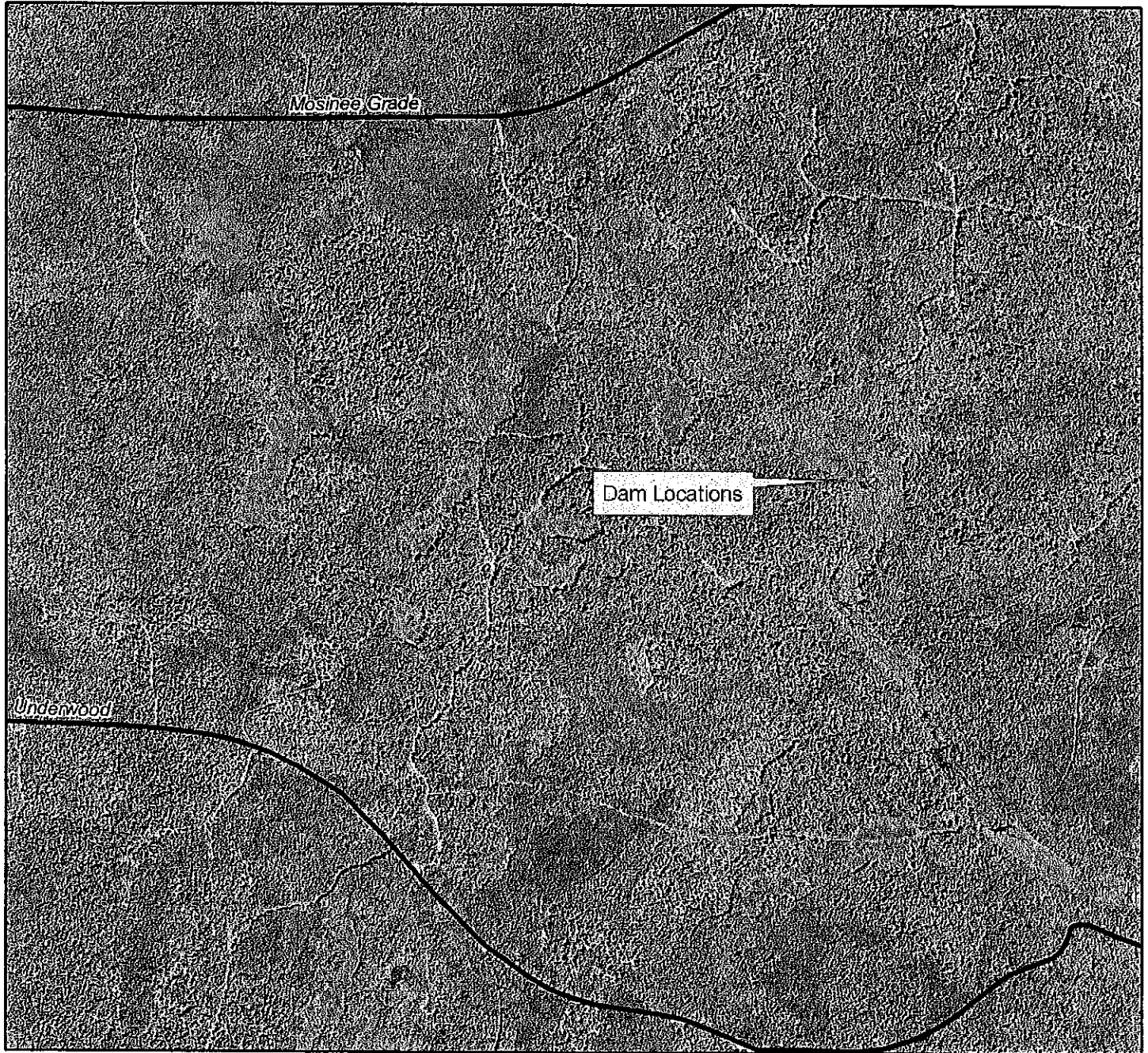
Legend

Underwood Creek Dam Locations

Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT
District: GOGEBIC CONSERVATION DISTRICT

Field Office: KINGSFORD SERVICE CENTER
Agency: NRCS
Assisted By: THOMAS BERNDT
State and County: MI, DICKINSON



Black River Dam Locations Upstream of Black River Lake Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT
District: GOGEBIC CONSERVATION DISTRICT

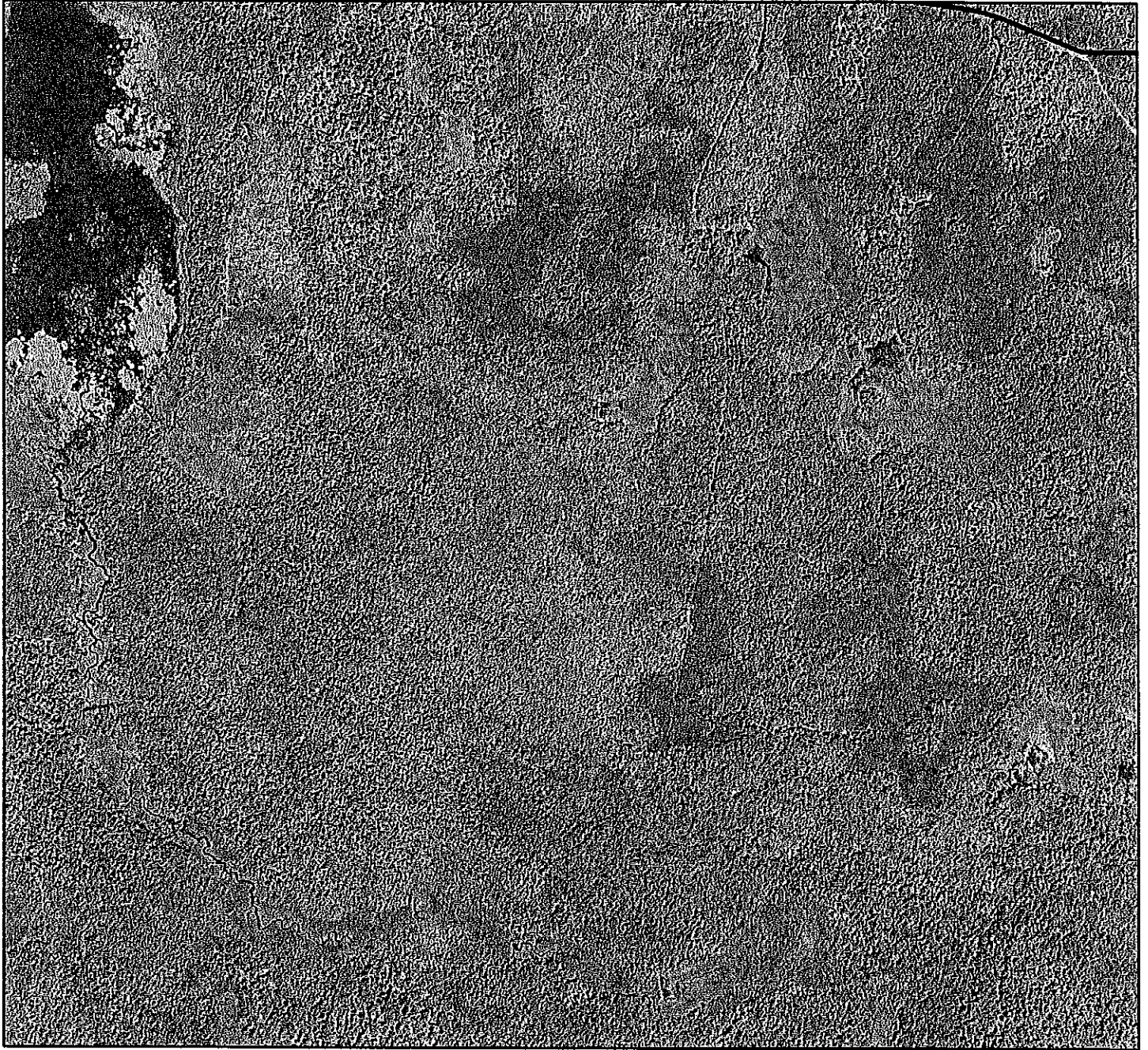
Field Office: KINGSFORD SERVICE CENTER
Agency: NRCS
Assisted By: THOMAS BERNDT
State and County: MI, DICKINSON



Black River Dam Locations Upstream of Black River Lake Date: 6/27/2012

Customer(s): GOGEBIC COUNTY CONSERVATION DISTRICT
District: GOGEBIC CONSERVATION DISTRICT

Field Office: KINGSFORD SERVICE CENTER
Agency: NRCS
Assisted By: THOMAS BERNDT
State and County: MI, DICKINSON





MEMO

To: Economic Development Corporation Members

From: Michael J. D. Brown, Community Development Director

Date: March 26, 2013

Meeting Date: April 3, 2013

Re: Revolving Loan Fund Defaults

As you are aware there have been a number of businesses that have been recipients of the City's Revolving Loan Fund (RLF) program that have gone out of business. Staff has asked the City Attorney to review those files and make recommendations on how to proceed; the following is a summary of his analysis with his letters attached.

1. Black River Dental: The recommendation is to sue to in an attempt to recoup the money (approximately \$16,686.42) still owed to the City. Attorney fees would be able to be recovered through the lawsuit.
2. Entrée & Companions: The recommendation is to sue to in an attempt to recoup the money (approximately \$57,462.65) still owed to the City. The City is in the process of selling the surrendered equipment that was collateral for the loan of which we are hoping to recover \$13,000.
3. Josephson's Nursing Home: The recommendation is to write off the debt (approximately \$89,279.62).
4. Sears: The recommendation is to sue to in an attempt to recoup the money (approximately \$10,748.23) still owed to the City. Attorney fees would not be able to be recovered through the lawsuit.

The City can collect up to 18% of the principle and interest off of the payments on the loans to pay for administration fees; this includes staff time as well as any attorney fees. However, because only a couple loans are being paid back on a regular basis, there is not much to collect to use toward attorney fees if the City elects to sue. Staff has requested money be budgeted in the upcoming budget in the event the City elects to sue.

Staff must still talk with the State of Michigan Economic Development Corporation to determine what the City is liable for and what can be written off. Staff wanted to present the cases to the EDC and the City Commission first in order to give staff direction on how to proceed. The EDC should make a recommendation to the City Commission for action.



MEMO

To: Mayor Corcoran and the City Commission

From: Michael J. D. Brown, Community Development Director

Date: April 8, 2013

Meeting Date: April 22, 2013

Re: Revolving Loan Fund Defaults

As you may be aware there are a number of loans that have been issued by the City through its Revolving Loan Fund (RLF) program that are in default. Attached is a memo regarding those defaults. Below is a summary of the Economic Development Corporation's (EDC) recommendations on each defaulted loan.

1. Black River Dental: The EDC voted 5-2 to sue based on attorney Pope's recommendation.
2. Entrée & Companions: The EDC voted 6-1 to table the item until May to see the results of the bidding process to sell the equipment the City is holding as collateral.
3. Josephson's Nursing Home: The EDC voted 7-0 to take no further action based on attorney Pope's recommendation.
4. Old World Meats: The EDC voted 5-1 with 1 abstention to table until May. The owner of Old World Meats addressed the EDC at its meeting and indicated he may have a potential buyer of the business in which case he would be able to pay back the loan through the sale of the business.
5. Sears: The EDC voted 6-1 to sue based on attorney Pope's recommendation.

Currently there is no money available to sue. City attorney Pope has provided estimates for lawsuits at approximately \$1,500.00 on the low end but that number could increase if the defendants contest. Staff has requested money be included in the next budget for potential lawsuits if the City Commission decides to sue. There is no word from the State yet on what happens if the City takes no action against the defaulted loans; worst case scenario is the loans would have to be paid back and potentially the City could be liable for those repayments.

The City Commission should discuss how it would like to proceed on each item above.



MEMO

To: Mayor Corcoran and the City Commission

From: Michael J. D. Brown, Community Development Director

Date: April 8, 2013

Meeting Date: April 22, 2013

Re: Revolving Loan Fund Regionalization

Attached is a memo regarding the regionalization process of the Revolving Loan Fund (RLF) program the City administers. The City attorney has reviewed the documents (attached) and has no legal concerns with them.

Staff recommends participating in the regionalized RLF program based on the reasons state in the attached memo. The Economic Development Corporation voted 6-1 in favor of participating in the regionalized RLF program. The City Commission should decide if it would like to participate in the regionalized RLF or not.



MEMO

To: Economic Development Corporation Members

From: Michael J. D. Brown, Community Development Director

Date: March 26, 2013

Meeting Date: April 3, 2013

Re: Revolving Loan Fund Regionalization

As you are aware the Revolving Loan Fund (RLF) program is being regionalized. Paul Linn, Finance Director, and I attended a meeting with the State of Michigan Economic Development Corporation (MEDC) and other Upper Peninsula communities in Marquette, MI on Thursday March 21, 2013 to discuss the regionalization. The following is a summary of that meeting and how the regionalization will affect the City.

The MEDC started out by explaining that the U.S Department of Housing and Urban Development (HUD) will be completing a compliance audit on all RLF funds throughout the State of Michigan. Because there have been unofficial compliance issues throughout the State and local communities, new rules and regulations will be implemented by HUD. HUD's findings will determine if each RLF fund was properly issued and administered. Those RLF funds that are found to be in compliance but have loans that have defaulted, for reasons uncontrollable by the business, may be forgiven/written off. If HUD finds compliance issues related to how the RLF fund was issued or administered and loans have defaulted, the loans may still be required to be paid back, which means the City could be responsible for the payments.

The remainder of the meeting discussed the regionalization process. The City has two options regarding the regionalization which has been broken down below.

Option 1 is to participate in the regionalization of the RLF.

Option 2 is to keep the RLF funds within the City.

Option 1 Summary

- If the City chooses to participate in the regional fund it would sign an agreement with the regional fund manager (Northern Initiatives out of Marquette) to manage future projects.
- The City's existing RLF fund balance would be transferred to the regional fund manager upon execution of the agreement.
- The City's RLF fund balance would be required to be used completely in Ironwood until it has been exhausted. So if we have a current fund balance of \$125,000 that entire amount would have to be spent on projects in Ironwood and nowhere else; a separate fund would be set up for each community so that Ironwood's funds would be separate from everyone else. These projects will still be required to comply with HUD rules and regulations which include job hiring requirements, income

verifications of employees and other rules and regulations HUD will be instituting.

- Any loan payments made after regionalization occurs would be put into the regional fund for all U.P. communities to use. It will take some time to build up the regional fund because it is only funded with loan payments. The repaid funds will be defederalized money and will not be required to comply with HUD requirements such as job hiring requirements, income level verifications of employees and other rules and requirements HUD will be instituting; the program will be more flexible.
- The regional fund manager will be paid through the 18% administration fee the fund is allowed to collect on principle and interest payments. The City will not be required to pay the regional fund manager to administer new projects.
- The City and the regional fund manager can negotiate for the regional fund manager to administer existing projects, many of which are out of business and in default, however, the regional fund manager may require additional fees on top of the 18% allowed to collect, which would cost the City.
- In addition, in June of 2012 a new rule was created that stated a new RLF loan must be issued every twelve (12) months otherwise the City and/or regional fund risks its fund balance being recaptured and being used in other Community Development Block Grant (CDBG) programs.
- Review of new projects in Ironwood using the regional fund would be handled by a regional board which would include MEDC staff, regional fund manager staff and a City representative such as a staff person and possibly an elected/appointed official (presumably someone from the EDC) as well as concurrence by the Ironwood EDC and a resolution of support by the City Commission.

Option 1 Pros/Cons

Pros

- Because of existing and new rules and regulations being implemented by HUD, the regional fund manager has the capacity, knowledge and experience in underwriting federal loans. City staff is not trained or qualified to underwrite federal loans nor has the capacity to do so. The regional fund manager would handle the underwriting and financial analysis as well as the administration of the loans (collection, income verifications etc.). The EDC and City would still make a recommendation to the regional fund board on all projects in Ironwood.
- There is no cost to the City.
- Existing City RLF fund balance would be used only in Ironwood.
- Once the regional fund is built up through repayments the money is defederalized and there will be less stringent rules and regulations on how the money can be used. There will be more flexibility. Currently, the City is bound by HUD rules on how we can use the money and is limited on what it can give a loan for.
- The City can negotiate to have the regional fund manager take on administration of its existing RLF loans, except there may be additional fees associated with this.
- The regional fund manager only collects fees on repayments of loans, so if they work on a deal and it doesn't go through or a loan defaults or doesn't pay, they are responsible for compliance. This also means, if a loan defaults, the regional fund manager is responsible for costs associated with trying to collect.
- There will be a larger fund of money to draw from to complete projects.

Cons

- There would be no City representation for review of new projects using regional funds not in Ironwood. A concern that was brought up at the meeting was that bigger communities that have bigger projects (such as Marquette) will get all the money. The MEDC assured the group that a set of standards will be implemented to review applications and that the size/amount of money for a project will not be one of them. Issuance of RLF loans will be based on the feasibility of the project not how much money is being requested.

Option 2 Summary

- If the City decides to keep the funds within the City it continues to manage the RLF but will be required to comply with new stricter rules and regulations by HUD regarding the underwriting and administration of the loans.
- The City can contract with a financial institution to administer the RLF loans, similar to how the regional fund manager option would work.

Option 2 Pros/Cons

Pros

- The City maintains control of the RLF program.
- The City can contract with a financial institution to administer the program.

Cons

- Because staff doesn't have the capacity to complete the underwriting and administration of the RLF the City would need to contract with a financial institution to perform these duties and it may charge more than the 18% allowed to be collected through the program. These fees would either have to be paid for by the City or future RLF applicants.
- The City would have access to less money.
- The City would be required to comply with HUD rules and regulations which are stricter than the defederalized money available through the regional fund. There is less flexibility in how and what the City can use the money for.

The EDC should discuss these options. There are still a lot of details to be ironed out with the MEDC, the regional fund manager and HUD. Staff will eventually be receiving agreements from the MEDC to be reviewed by the City and its council prior to making a decision and moving forward. However, a recommendation from the EDC will need to be made to the City Commission on how to move forward.

While the pros/cons of Option 1 appear to outweigh the pros/cons of Option 2, if the City decides to select Option 2 it will need to seriously consider contracting with a financial institution to underwrite and administer the loans. Contracting this may well cost the City additional funds that it doesn't have readily available.

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



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

Memo

To: Ironwood City Commissioners
From: Jason Alonen, Acting DPW Supervisor
Date: 4/19/2013
Re: DPW Fuel Tank Removal

DPW Fuel Tank Removal

The City of Ironwood Public Works Department would like to request permission to go out for bids to remove the fuel storage tanks located at the Department of Public Works Garage located at 200 Penokee Rd. The fuel tanks are currently empty and the Public Works personal have been using the Holiday Station in town to fuel up work vehicles. The process of getting fuel at Holiday has been working well and we no longer have a need for the (3) three 10,000 gallon tanks currently buried underground at our facility.

BID TABULATION SHEET

Name of Bidder:	Add #1	bid bond	List of Suppliers	Affidavit	Amount
Jake Excavating	✓	✓	✓	✓	\$400,411.50
Snow Country Cont.	✓	✓	✓	✓	\$352,421.50
Nasi Const., LLC	✓	✓	✓	✓	\$338,106.00
Ruotsala Const.	✓	✓	✓	✓	\$341,515.00
Angelo Luppino, Inc.	✓	✓	✓	✓	\$331,613.48

Witnesses to Bid Opening:

[Signature]
Karen M. Sullivan
[Signature]

Bid Award Action Taken:



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801
PHONE: 906-774-3440 • FAX: 906-774-7776

200 EAST AYER STREET • IRONWOOD, MI 49938
PHONE: 906-932-5048 • FAX: 906-932-3213

Date: April 18, 2013

To: Scott Erickson, City Engineer / Manager
Honorable Members of Park's and Rec's

From: Michael J. Foley, P.E.

RE: Depot Park Project – Phase II
SECOND DRAFT – PROPOSED BUDGET BALANCING ACTION

Bids were received Tuesday for the above referenced project. The low bid was from Angelo Luppino, Inc. of Iron Belt, WI in the amount of \$331,613.53. Two other bids were received within 3% of the low Bidder. An additional 2 bids, making for a total of 5, were received that were a bit higher.

The project budget is \$243,700.00. The low bid is \$87,913.53 over budget. In order to move forward with this project, please consider the following action:

1. Request the City Commission to use \$20,000.00 of revenue from timbers sales for this project to increase the budget to \$263,700.00
2. Modify the project scope / work as suggested in the attached spreadsheet. Highlights include:
 - Change the electrical in Pavilion from the plan slightly.
 - Have City staff install the Water and Sewer Services.
 - Eliminate the Pavilion awnings.
 - Reduce the park light poles by one.
 - Reduce the number of Trash and Recycle Receptacles, Benches and Bike Racks to one (must provide at least one of each to meet grant requirements).
 - Reduce the Playground Equipment Budget to \$4,300.00

City of Ironwood - Depot Park - Phase II Project
 Budget Balancing Proposal
 April 18, 2013

Item No.	Description	Unit	Quantity	AS-BID		PROPOSED POST CHANGE ORDER		
				Angelo Luppino, Inc.		Proposed Quantity	Extension	Explanation
				Iron Belt, WI				
1	Pavt, Rem	SY	1750	\$ 1.12	\$ 1,960.00	1750	\$ 1,960.00	No Change
2	Sidewalk, Rem	SF	2000	\$ 0.44	\$ 880.00	2000	\$ 880.00	No Change
3	Curb and Gutter, Rem	LF	140	\$ 2.50	\$ 350.00	140	\$ 350.00	No Change
4	Complete Pavilion	L Sum	1	\$ 141,849.00	\$ 141,849.00	0.989	\$ 140,249.00	Reduce \$1,600 in Electrical
5	Water and Sewer Services	L Sum	1	\$ 6,637.00	\$ 6,637.00	0	\$ -	City to construct this work
6	Pavilion Awnings	L Sum	1	\$ 20,558.00	\$ 20,558.00	0	\$ -	Eliminate
7	Pavilion Awning Concrete	SF	3450	\$ 3.70	\$ 12,765.00	3450	\$ 12,765.00	No Change
8	Park Lighting	L Sum	1	\$ 25,179.00	\$ 25,179.00	0.861	\$ 21,679.00	Reduce \$3,500 for pole a elimination
9	Parking Lots	SF	8900	\$ 2.67	\$ 23,763.00	8900	\$ 23,763.00	No Change
10	Trail Construction	LF	1530	\$ 19.13	\$ 29,268.90	1530	\$ 29,268.90	No Change
11	Trash Receptacles	Each	3	\$ 987.84	\$ 2,963.52	1	\$ 987.84	Reduce to 1
12	Recycling Repeptacles	Each	3	\$ 935.34	\$ 2,806.02	1	\$ 935.34	Reduce to 1
13	Benches	Each	6	\$ 1,113.84	\$ 6,683.04	1	\$ 1,113.84	Reduce to 1
14	Bike Racks	Each	3	\$ 252.84	\$ 758.52	1	\$ 252.84	Reduce to 1
15	Picnic Tables	Each	7	\$ 945.99	\$ 6,621.93	7	\$ 6,621.93	No Change
16	Picnic Table - Handicap Accessible	Each	1	\$ 851.49	\$ 851.49	1	\$ 851.49	No Change
17	Park Signage	SF	37	\$ 45.15	\$ 1,670.55	37	\$ 1,670.55	No Change
18	Sidewalk, Conc, 4 Inch	SF	1670	\$ 3.50	\$ 5,845.00	1670	\$ 5,845.00	No Change
19	Curb&Gutter, Conc, Detail "Match Ex"	LF	220	\$ 25.00	\$ 5,500.00	220	\$ 5,500.00	No Change
20	Detectable Warning Surface	SF	92	\$ 28.93	\$ 2,661.56	92	\$ 2,661.56	No Change
21	Kiosk	L Sum	1	\$ 2,042.00	\$ 2,042.00	1	\$ 2,042.00	No Change
22	Playground Equipment Allowance	Dol	30,000.00	\$ 1.00	\$ 30,000.00	11750	\$ 4,300.00	Reduce to \$4,300 to balance budget
TOTAL					\$ 331,613.53		\$ 263,697.29	

MNRTF Budget 243,700
 Add Tree Harvest Monies 20,000
 Proposed Revised Budget 263,700

Coleman Engineering Company
200 E. Ayer St
Ironwood, MI 49938
(906) 932-5048

Notice of Award

Dated: April 19, 2013

Project: Depot Park Pavilion Project	Owner: City of Ironwood, Michigan	Owner's Contract No.: N/A
Contract: City of Ironwood Depot Park Pavilion Project – Phase II		Engineer's Project No.: EI-12113
Bidder: Angelo Luppino, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) Angelo Luppino, Inc. P.O. Box 100 Iron Belt, WI 54536		

You are notified that your Bid dated April 16, 2013 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the City of Ironwood Depot Park Pavilion Project – Phase II.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of three hundred thirty one thousand, six hundred thirteen dollars and fifty three cents (\$331,613.53). Please note this contract can only be awarded with the immediate approval of Change Order No. 1 that reduces the contract to two hundred sixty-three thousand, six hundred and ninety-seven dollars and twenty-nine cents. (\$263,697.29) Payment will be based on Bid Unit Prices.

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [5] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:
 - a) Provide insurance certificates as required by the Supplementary General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Ironwood

Owner

By:

Authorized Signature

Kim S. Corcoran, Mayor

Name & Title

Copy to Engineer

Change Order

No. 1

Date of Issuance: 4/22/2013

Effective Date: 4/22/2013

Project: Depot Park Project – Phase II	Owner: City of Ironwood	Owner's Contract No.:
Contract: Depot Park Project –Phase II		Date of Contract:
Contractor: Angelo Luppino, Inc.		Engineer's Project No.: 12113

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

Description: See Attachments. No Engineering Amendment needed for this Change Order.

Attachments (list documents supporting change):

Attachment No. 1 – Reason/Description of Changes

Attachment No. 2 – Revised Bid Schedule

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 331,613.53

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 331,613.53

[~~Increase~~] [~~Decrease~~] of this Change Order:

\$ 67,916.24

Contract Price incorporating this Change Order:

\$ 263,697.29

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): June 22, 2013

Ready for final payment (days or date): June 29, 2013

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): June 22, 2013

Ready for final payment (days or date): June 29, 2013

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 22, 2013

Ready for final payment (days or date): June 29, 2013

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: _____

Attachment No. 1

Reason/Description of Changes

- Item No. 4 – Complete Pavilion – Reduce by \$1,600 in Electrical.
- Item No. 5 – Water and Sewer Services – Project Owner will construct.
- Item No. 6 – Pavilion Awnings – Eliminate.
- Item No. 8 – Park Lighting – Reduce by \$3,500 for a pole elimination.
- Item No. 11 – Trash Receptacles – Reduce to one.
- Item No. 12 – Recycling Receptacles – Reduce to one.
- Item No. 13 – Benches – Reduce to one.
- Item No. 14 – Bike Racks – Reduce to one.
- Item No. 22 – Playground Equipment Allowance – Reduce to \$4,300.

**Attachment No. 2
Revised Bid Schedule**

**Depot Park Project - Phase II
City of Ironwood**

Item No.	Description	Unit	ORIGINAL CONTRACT AMOUNT			CHANGE ORDER #1		REVISED CONTRACT AMOUNT (Through C.O. #1)		
			Qunaity	Unit Price	Extension	Quantity	Extension	Quantity	Unit Price	Extension
1	Pavt, Rem	SY	1750	\$ 1.12	\$ 1,960.00	0	\$ -	1750	\$ 1.12	\$ 1,960.00
2	Sidewalk, Rem	SF	2000	\$ 0.44	\$ 880.00	0	\$ -	2000	\$ 0.44	\$ 880.00
3	Curb and Gutter, Rem	LF	140	\$ 2.50	\$ 350.00	0	\$ -	140	\$ 2.50	\$ 350.00
4	Complete Pavilion	L Sum	1	\$ 141,849.00	\$ 141,849.00	-0.0112796	\$ (1,600.00)	0.9887204	\$ 141,849.00	\$ 140,249.00
5	Water and Sewer Services	L Sum	1	\$ 6,637.00	\$ 6,637.00	-1	\$ (6,637.00)	0	\$ 6,637.00	\$ -
6	Pavilion Awnings	L Sum	1	\$ 20,558.00	\$ 20,558.00	-1	\$ (20,558.00)	0	\$ 20,558.00	\$ -
7	Pavilion Awning Concrete	SF	3450	\$ 3.70	\$ 12,765.00	0	\$ -	3450	\$ 3.70	\$ 12,765.00
8	Park Lighting	L Sum	1	\$ 25,179.00	\$ 25,179.00	-0.1390047	\$ (3,500.00)	0.860995274	\$ 25,179.00	\$ 21,679.00
9	Parking Lots	SF	8900	\$ 2.67	\$ 23,763.00	0	\$ -	8900	\$ 2.67	\$ 23,763.00
10	Trail Construction	LF	1530	\$ 19.13	\$ 29,268.90	0	\$ -	1530	\$ 19.13	\$ 29,268.90
11	Trash Receptacles	Each	3	\$ 987.84	\$ 2,963.52	-2	\$ (1,975.68)	1	\$ 987.84	\$ 987.84
12	Recycling Receptacles	Each	3	\$ 935.34	\$ 2,806.02	-2	\$ (1,870.68)	1	\$ 935.34	\$ 935.34
13	Benches	Each	6	\$ 1,113.84	\$ 6,683.04	-5	\$ (5,569.20)	1	\$ 1,113.84	\$ 1,113.84
14	Bike Racks	Each	3	\$ 252.84	\$ 758.52	-2	\$ (505.68)	1	\$ 252.84	\$ 252.84
15	Picnic Tables	Each	7	\$ 945.99	\$ 6,621.93	0	\$ -	7	\$ 945.99	\$ 6,621.93
16	Picnic Table - Handicap Accessible	Each	1	\$ 851.49	\$ 851.49	0	\$ -	1	\$ 851.49	\$ 851.49
17	Park Signage	SF	37	\$ 45.15	\$ 1,670.55	0	\$ -	37	\$ 45.15	\$ 1,670.55
18	Sidewalk, Conc, 4 Inch	SF	1670	\$ 3.50	\$ 5,845.00	0	\$ -	1670	\$ 3.50	\$ 5,845.00
19	Curb&Gutter, Conc, Detail "Match Ex"	LF	220	\$ 25.00	\$ 5,500.00	0	\$ -	220	\$ 25.00	\$ 5,500.00
20	Detectable Warning Surface	SF	92	\$ 28.93	\$ 2,661.56	0	\$ -	92	\$ 28.93	\$ 2,661.56
21	Kiosk	L Sum	1	\$ 2,042.00	\$ 2,042.00	0	\$ -	1	\$ 2,042.00	\$ 2,042.00
22	Playground Equipment Allowance	Dol	30000	\$ 1.00	\$ 30,000.00	-25700	\$ (25,700.00)	4300	\$ 1.00	\$ 4,300.00
TOTAL			\$		331,613.53	\$	(67,916.24)	\$		263,697.29

MEMO

DATE: April 18, 2013

TO: Kim Corcoran, Mayor &
Ironwood City Commission

FROM: Karen M. Gullan, City Clerk

RE: Memorial Building Rental Space

The City of Ironwood has been approached to enter into a lease with the General Services Administration (GSA) to rent space on the second floor of the Memorial Building for a Social Security Administration (SSA) Office. The rooms that have been requested are the old engineer's office and district court room.

The lease agreement is for five (5) years with two (2) years firm and the estimated start date would be September 1st.

The first step in this process will be to enter into a lease agreement with City Attorney approval and review and hire an architect to draw up specs to bid out the project. The City of Ironwood will then bid out the project.

Once the contractor is selected and the City Commission has approved and awarded the bids the project will begin. Please note the Architectural Firm will oversee the whole project and will work with GSA to make sure it meets their specification.

All costs associated with the construction of tenant improvements and the Agency Specific Requirements will be paid promptly at the end of the project by one lump sum payment in September.

I believe this is a great opportunity and a good fit for the memorial building use.

If you have any questions, please feel free to contact me.

Thank you for your consideration.

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of May 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49937 ("Landlord"), and PEG SANDIN, of 1076 Lake Road, Ironwood, MI 49938 and GEMMA LAMB, of 145 W. Harding Avenue, Ironwood, MI 49938, jointly and severally ("Tenants"). Landlord and Tenants agree as follows:

1.1 *Definitions.* When used in this Lease, the following defined terms shall carry the definitions which follow them, unless the context clearly indicates to the contrary:

A. "Common Areas" means all portions of the Property available for common use and not intended to be leased.

B. "Premises" means that portion of the Property containing approximately a three (3) room space on the second floor in the northwest corner or Suite #BA4.

C. "Property" means the real estate and all improvements thereon, commonly known as the City Centre Building or Velin Building and located at 105 East Aurora Street, Ironwood, MI 49938.

D. "Rent" means Base Rent and all other amounts payable by Tenants under any provision of this Lease, all of which shall be deemed payable by Tenants in consideration of the demise of the Premises.

E. "Tenants" means the two (2) individuals identified in the first paragraph and they shall be jointly and severally responsible for the covenants, conditions, agreements, and obligations in this Lease.

2.1 Demise of Premises; Term.

- (a) Landlord leases the Premises to Tenants, and Tenants hires the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on May 1, 2013 (the "Commencement Date") and ending on April 30, 2014 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").
- (b) Landlord reserves the right to pass reasonable utility installations through the Premises.

2.2 Use of Premises.

- (a) Tenants shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.

- (b) Tenants shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenants commit any waste in the Premises, permit any objectionable noise or odor to be emitted, or disturb others.
- (c) Tenants shall at their expense promptly comply with (i) all laws, ordinances, orders or regulations affecting their use or occupancy of the Premises or any alterations they have made to the Premises, and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

2.3 Possession.

No liability or abatement of Rent shall be charged against Landlord as a result of delays in occupancy caused by decoration or other work on the Premises done by or at the request of Tenants.

2.4 Condition of Premises; Representations. Except as Landlord and Tenants may otherwise agree in writing, Tenants' entry into possession shall constitute conclusive evidence against Tenants that they have inspected the Premises and the Common Areas and found them to be in good order and satisfactory condition. Except as expressly set forth herein, neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises or any other portion of the Property, or any other matter pertaining to the Property or the Premises.

2.5 Quiet Enjoyment. Landlord covenants and agrees with Tenants that upon Tenants' paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed hereunder, Tenants may peaceably and quietly enjoy the Premises.

3.1 Base Rent.

- (a) Tenants shall pay to Landlord, as rent, equal monthly installments of ONE HUNDRED DOLLARS (\$100), commencing on the Commencement Date (the "Base Rent"). In addition, Tenants shall (at no cost) perform, as an independent contractor, the following:
 - Ten (10) hours of volunteer work in furtherance of civic activities.
- (b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of every calendar month during the Term at such place as the Landlord shall from time to time designate.
- (c) The parties agree that Tenants' services under subsection (a) above constitute a part of the Base Rent with a value of One

Hundred (\$100) Dollars per month. Tenants shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenants as a result of the services performed. Tenants agree to indemnify, defend, and hold harmless the City, its officers, employees and agents from any and all liability arising out of or in any way related to Tenants' performance of services under this Lease.

3.2 Personal Property Taxes.

Tenants shall pay, before any penalty or interest attaches, all taxes and assessments levied or assessed against Tenants or Tenants' property and shall, upon request, furnish evidence of such payment to Landlord.

3.3 Security Deposit.

- (a) As security for the faithful performance by Tenants of all of her obligations under this Lease, Tenants shall upon execution of this Lease deposit with Landlord the sum of TWO HUNDRED DOLLARS (\$200). This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of it toward any amount Tenants have failed to pay hereunder on a timely basis.
- (b) If the Premises are sold, Landlord shall have the right to transfer the security deposit to the purchaser, and Landlord shall thereafter be released from all liability for its return.

3.4 Interest on Rent. Rent which is not paid when due shall bear interest from the date due until paid at a rate equal to the lesser of eight percent (8%) per annum or the highest amount permitted by law. The payment of such interest shall neither excuse nor cure any default by Tenants under this Lease.

3.5 Setoff; Obligation to Survive; Application of Payments.

- (a) Any Rent due under this Lease shall be paid by Tenants when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenants' obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Term.
- (b) Payments received from Tenants shall be applied by Landlord as follows: first to accrued interest; second to other charges due and unpaid; and third to Base Rent.

4.1 Use, Maintenance and Control of Common Areas. Landlord hereby grants to Tenants the nonexclusive right to use the Common Areas solely for the purposes for which they were designed. Landlord shall maintain and operate the Common Areas.

5.1 *Landlord's Obligations.* Landlord shall provide the following services to Tenants during the Term:

- (a) Landlord shall furnish heat to the Premises.
- (b) Landlord shall keep and maintain the Common Areas in a neat and clean condition.
- (c) Landlord shall provide reasonable access to the Property during Tenants' normal business hours for the installation of such telephone, telegraph, teletype, data processing and other equipment as Tenants may require, but any charges for the installation, use or servicing of such equipment shall be the responsibility of Tenants.

5.2 *Electric Service.* If Tenants shall require electric current for the Premises, such service shall be metered to the Premises at Tenants' expense using meter #63151768, and thereafter Tenants shall reimburse Landlord on a monthly basis for all electric current consumed as shown by said meter, at the rates charged for such services by the municipality or the local public utility furnishing the service.

5.3 *No Liability.* Landlord shall not be liable for stoppage or discontinuance of any of the described services and utilities due to circumstances beyond Landlord's control or for any stoppage or discontinuance which occurs in connection with any repairs or improvements of the Property; provided, however, that Landlord shall use reasonable diligence to resume such services.

5.4 *Covenant against Liens.* Nothing in this Lease shall authorize Tenants to, and Tenants shall not, do any act which will in any way encumber the title of Landlord in and to the Premises.

6.1 *Alterations by Tenants.*

- (a) Tenants shall not make any alterations, improvements, additions or physical changes (hereinafter referred to as "Alterations") to the Premises without the prior written consent of Landlord.
- (b) Unless Landlord otherwise directs in writing, no Alterations made or installed by Tenants (except moveable equipment and trade fixtures) shall be removed by Tenants from the Premises at the termination of this Lease. Instead, all leasehold improvements shall when installed attach to the freehold and become and remain the property of Landlord.

6.2 *Signs.* Tenants may not erect, maintain or remove any signs within or without the Property without the prior written consent of Landlord.

6.3 *Additional Construction by Landlord.* Landlord reserves the right at any time to make alterations, expansions or additions to the Property.

7.1 *Repairs and Maintenance.* Landlord shall maintain the Common Areas and the structural and mechanical portions of the Premises in good condition and repair throughout the Term; provided, however, that Landlord may recover from Tenants the cost of any repairs occasioned by the actions or omissions of Tenants, their agents, employees, invitees, guests or licensees, except to the extent that Landlord is reimbursed therefore under any policy of insurance. Landlord shall be neither liable nor responsible for any loss that may accrue to Tenants or Tenants' business in connection with Landlord's fulfillment of its obligations hereunder. Tenants shall periodically inspect the Premises and report promptly to Landlord any defective condition found by Tenants, and Landlord shall not be obligated to repair any defective condition that is not reported by Tenants. Except as specifically provided herein, Tenants shall keep and maintain the Premises in a clean, orderly and safe condition.

8.1 *Destruction--Fire or Other Cause.*

- (a) Subject to the provisions of Subsection 8.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenants or their agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance carriers or Tenants shall, as their sole remedy, be entitled to terminate this Lease.
- (b) If the Premises or the Property shall be so damaged by fire or other casualty that demolition or substantial reconstruction (resulting in a cost in excess of 40% of their initial cost) is required, then Landlord may terminate this Lease by notifying the Tenants of such termination within thirty (30) days after the date of such damage. In such event, Rent shall be prorated to the date of such termination.
- (c) Tenants shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at their expense restore or replace their personal property, fixtures and Tenants' improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenants to complete their restoration and repair work.

8.2 *Indemnification; Tenants' Property.*

- (a) Tenants shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs

and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Tenants' use or occupancy of the Premises, (ii) the carelessness, negligence or improper conduct of Tenants, or any of their agents, contractors, employees, customers, invitees, or licensees, or (iii) any breach by Tenants, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.

- (b) Tenants shall bring or keep property upon the Premises solely at their own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof.

8.3 Insurance.

- (a) To protect its interest, Landlord may insure the Property against loss or damage under a policy or policies of casualty insurance in such amount as it deems appropriate.
- (b) Tenants shall maintain workers' compensation insurance covering all of their employees to at least the statutory limit set forth under Michigan law.
- (c) Tenants shall insure all of their property upon the Premises to the extent they deem appropriate.

9.1 *Landlord's Remedies.* If Tenants shall fail to make any payment of any Rent due hereunder within ten (10) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Tenants are required to observe and perform under this Lease for a period of ten (10) days following written notice of such failure, or if Tenants shall abandon or vacate the Premises during the Term of this Lease, or if Tenants shall dissolve, die or become legally incompetent, or if Tenants shall cease to entirely own all business operations being carried on upon the Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without notice or demand of any kind to Tenants or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

- (a) Terminate this Lease, repossess the Premises in accordance with the provisions of Section 9.2 hereof, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by Tenants during the balance of the Term of this Lease, less the fair rental value of the Premises for said period, together with any other sum of money owed by Tenants to Landlord.
- (b) Without waiving its right to terminate this Lease, terminate Tenants' right of possession and repossess the Premises without demand or

notice of any kind to Tenants, in which case Landlord may relet all or any part of the Premises. Tenants shall be responsible for all costs of reletting. Tenants shall pay Landlord on demand any deficiency from such reletting or Landlord's inability to do so.

- (c) Have specific performance of Tenants' obligations.
- (d) Cure the default and recover the cost of curing due on demand.

9.2 Termination; Surrender of Possession.

- (a) Upon the expiration or termination of this Lease, Tenants shall:
 - (i) Restore the Premises to their condition at the beginning of the Term (other than as contemplated by Section 6.1 above), ordinary wear and tear excepted, remove all of their personal property and trade fixtures from the Premises and the Property and repair any damage caused by such removal;
 - (ii) Surrender possession of the Premises to Landlord; and
 - (iii) Upon the request of Landlord, at Tenants' cost and expense, remove from the Property all signs, symbols and trademarks pertaining to Tenants' business and repair any damages caused by such removal.
- (b) If Tenants shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. Landlord may, without notice, dispose of any property of Tenants left upon the Premises in any manner that Landlord shall choose without incurring liability to Tenants or to any other person. The failure of Tenants to remove any property from the Premises shall forever bar Tenants from bringing any action or asserting any liability against Landlord with respect to such property.

9.3 Holding Over. If Tenants shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenants shall pay Landlord twice the amount of Rent which would have been due for a like period of occupancy during the Term. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise have.

9.4 Assignment and Subletting. Tenants shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder (whether as security for an obligation or otherwise); permit any assignment hereof by operation of law; sublet the Premises or any part thereof; or permit the use of the Premises by any party other than Tenants and their employees. No consent by Landlord to an assignment or

subletting shall be construed to relieve Tenants from their obligations hereunder or from obtaining Landlord's written consent to any further assignment or subletting.

9.5 *Remedies Cumulative.* All rights and remedies of Landlord under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

9.6 *Expenses of Enforcement.* The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any provision of this Lease.

10.1 *Landlord's Access to Premises.* Landlord may enter the Premises at reasonable times upon reasonable notice for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is required or permitted to make. If Tenants are not present to open and permit entry, Landlord may enter the Premises by master key (or in emergencies forcibly). The obligations of Tenants hereunder shall not be affected by any such entry.

11.1 *Notices.* All communications required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to a party at the addresses set forth on the first page of this Lease. The parties' addresses may from time to time be changed by written notice.

11.2 *Litigation.* Landlord and Tenants waive trial by jury in any summary proceeding brought by Landlord for nonpayment of any Rent, and Tenants shall not interpose any counterclaim whatsoever in any such proceeding; provided, however, that the foregoing shall not constitute a waiver of Tenants' right to bring a separate action for any claim Tenants may have, but such separate claim shall not be joined or consolidated with such Landlord-instituted summary proceedings.

11.3 *Governing Law; Invalidity.* This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

11.4 *Amendment.* This Lease, including any exhibits or riders attached hereto, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

11.5 *Successors and Assigns.* The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenants and,

except to the extent prohibited by Section 9.4 above, their respective successors and assigns.

11.6 *Sale or Transfer of Property or Premises.* Upon any sale or transfer, including any transfer by operation of law, of the Property or the Premises, Landlord shall be relieved of all subsequent obligations and liabilities under this Lease.

11.7 *Accord and Satisfaction.* Landlord may accept any check or payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy in this Lease as provided.

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

**LANDLORD
CITY OF IRONWOOD:**

By: KIM CORCORAN
Its: Mayor

By: KAREN M. GULLAN
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared KIM CORCORAN, Mayor and KAREN M. GULLAN, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed pursuant to the authority granted by the Ironwood City Commission.

, Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

TENANTS:

PEG SANDIN

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared PEG SANDIN, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same on her behalf as her free act and deed.

 , Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

GEMMA LAMB

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared GEMMA LAMB, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same on her behalf as her free act and deed.

 , Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

THIS DOCUMENT WAS DRAFTED BY:

**Michael K. Pope (P48635)
Dean & Pope, P.C.
204 N. Harrison Street
Ironwood, MI 49938
(906) 932-4010**

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of May 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and CHAR BRICKNER, of N10903 Lake Road, Ironwood, MI 49938 and ANN MARIE BATISTE, of 509 Division Street, Hurley, WI 54534, jointly and severally ("Tenants"). Landlord and Tenants agree as follows:

1.1 *Definitions.* When used in this Lease, the following defined terms shall carry the definitions which follow them, unless the context clearly indicates to the contrary:

A. "Common Areas" means all portions of the Property available for common use and not intended to be leased.

B. "Premises" means that portion of the Property containing approximately a four (4) room office space on the second floor in the northeast corner or Suite #BA1.

C. "Property" means the real estate described on Exhibit B hereto and all improvements thereon, commonly known as the City Centre Building or Velin Building and located at 105 East Aurora Street, Ironwood, MI 49938.

D. "Rent" means Base Rent and all other amounts payable by Tenants under any provision of this Lease, all of which shall be deemed payable by Tenants in consideration of the demise of the Premises.

E. "Tenants" means the two (2) individuals identified in the first paragraph and they shall be jointly and severally responsible for the covenants, conditions, agreements, and obligations in this Lease.

2.1 Demise of Premises; Term.

- (a) Landlord leases the Premises to Tenants, and Tenants hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on May 1, 2013 (the "Commencement Date") and ending on April 30, 2014 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").
- (b) Landlord reserves the right to pass reasonable utility installations through the Premises.

2.2 Use of Premises.

- (a) Tenants shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.

- (b) Tenants shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenants commit any waste in the Premises, permit any objectionable noise or odor to be emitted, or disturb others.
- (c) Tenants shall at their expense promptly comply with (i) all laws, ordinances, orders or regulations affecting their use or occupancy of the Premises or any alterations they have made to the Premises, and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

2.3 Possession.

No liability or abatement of Rent shall be charged against Landlord as a result of delays in occupancy caused by decoration or other work on the Premises done by or at the request of Tenants.

2.4 Condition of Premises; Representations. Except as Landlord and Tenants may otherwise agree in writing, Tenants' entry into possession shall constitute conclusive evidence against Tenants that they have inspected the Premises and the Common Areas and found them to be in good order and satisfactory condition. Except as expressly set forth herein, neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises or any other portion of the Property, or any other matter pertaining to the Property or the Premises.

2.5 Quiet Enjoyment. Landlord covenants and agrees with Tenants that upon Tenants' paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed hereunder, Tenants may peaceably and quietly enjoy the Premises.

3.1 Base Rent.

- (a) Tenants shall pay to Landlord, as rent, equal monthly installments of ONE HUNDRED DOLLARS (\$100), commencing on the Commencement Date (the "Base Rent"). In addition, Tenants shall (at no cost) perform, as an independent contractor, the following:
 - Ten (10) hours of volunteer work in furtherance of civic duties.
- (b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of every calendar month during the Term at such place as the Landlord shall from time to time designate.
- (c) The parties agree that Tenants' services under subsection (a) above constitute a part of the Base Rent with a value of One

Hundred (\$100) Dollars per month. Tenants shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenants as a result of the services performed. Tenants agree to indemnify, defend, and hold harmless the City, its officers, employees and agents from any and all liability arising out of or in any way related to Tenants' performance of services under this Lease.

3.2 Personal Property Taxes.

Tenants shall pay, before any penalty or interest attaches, all taxes and assessments levied or assessed against Tenants or Tenants' property and shall, upon request, furnish evidence of such payment to Landlord.

3.3 Security Deposit.

- (a) As security for the faithful performance by Tenants of all of her obligations under this Lease, Tenants shall upon execution of this Lease deposit with Landlord the sum of TWO HUNDRED DOLLARS (\$200). This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of it toward any amount Tenants have failed to pay hereunder on a timely basis.
- (b) If the Premises are sold, Landlord shall have the right to transfer the security deposit to the purchaser, and Landlord shall thereafter be released from all liability for its return.

3.4 Interest on Rent. Rent which is not paid when due shall bear interest from the date due until paid at a rate equal to the lesser of eight percent (8%) per annum or the highest amount permitted by law. The payment of such interest shall neither excuse nor cure any default by Tenants under this Lease.

3.5 Setoff; Obligation to Survive; Application of Payments.

- (a) Any Rent due under this Lease shall be paid by Tenants when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenants' obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Term.
- (b) Payments received from Tenants shall be applied by Landlord as follows: first to accrued interest; second to other charges due and unpaid; and third to Base Rent.

4.1 Use, Maintenance and Control of Common Areas. Landlord hereby grants to Tenants the nonexclusive right to use the Common Areas solely for the purposes for which they were designed. Landlord shall maintain and operate the Common Areas.

5.1 *Landlord's Obligations.* Landlord shall provide the following services to Tenants during the Term:

- (a) Landlord shall furnish heat to the Premises.
- (b) Landlord shall keep and maintain the Common Areas in a neat and clean condition.
- (c) Landlord shall provide reasonable access to the Property during Tenants' normal business hours for the installation of such telephone, telegraph, teletype, data processing and other equipment as Tenants may require, but any charges for the installation, use or servicing of such equipment shall be the responsibility of Tenants.

5.2 *Electric Service.* If Tenants shall require electric current for the Premises, such service shall be metered to the Premises at Tenants' expense using meter #63025085, and thereafter Tenants shall reimburse Landlord on a monthly basis for all electric current consumed as shown by said meter, at the rates charged for such services by the municipality or the local public utility furnishing the service.

5.3 *No Liability.* Landlord shall not be liable for stoppage or discontinuance of any of the described services and utilities due to circumstances beyond Landlord's control or for any stoppage or discontinuance which occurs in connection with any repairs or improvements of the Property; provided, however, that Landlord shall use reasonable diligence to resume such services.

5.4 *Covenant against Liens.* Nothing in this Lease shall authorize Tenants to, and Tenants shall not, do any act which will in any way encumber the title of Landlord in and to the Premises.

6.1 *Alterations by Tenants.*

- (a) Tenants shall not make any alterations, improvements, additions or physical changes (hereinafter referred to as "Alterations") to the Premises without the prior written consent of Landlord.
- (b) Unless Landlord otherwise directs in writing, no Alterations made or installed by Tenants (except moveable equipment and trade fixtures) shall be removed by Tenants from the Premises at the termination of this Lease. Instead, all leasehold improvements shall when installed attach to the freehold and become and remain the property of Landlord.

6.2 *Signs.* Tenants may not erect, maintain or remove any signs within or without the Property without the prior written consent of Landlord.

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7.1 *Repairs and Maintenance.* Landlord shall maintain the Common Areas and the structural and mechanical portions of the Premises in good condition and repair throughout the Term; provided, however, that Landlord may recover from Tenants the cost of any repairs occasioned by the actions or omissions of Tenants, their agents, employees, invitees, guests or licensees, except to the extent that Landlord is reimbursed therefore under any policy of insurance. Landlord shall be neither liable nor responsible for any loss that may accrue to Tenants or Tenants' business in connection with Landlord's fulfillment of its obligations hereunder. Tenants shall periodically inspect the Premises and report promptly to Landlord any defective condition found by Tenants, and Landlord shall not be obligated to repair any defective condition that is not reported by Tenants. Except as specifically provided herein, Tenants shall keep and maintain the Premises in a clean, orderly and safe condition.

8.1 *Destruction--Fire or Other Cause.*

- (a) Subject to the provisions of Subsection 8.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenants or their agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance carriers or Tenants shall, as their sole remedy, be entitled to terminate this Lease.
- (b) If the Premises or the Property shall be so damaged by fire or other casualty that demolition or substantial reconstruction (resulting in a cost in excess of 40% of their initial cost) is required, then Landlord may terminate this Lease by notifying the Tenants of such termination within thirty (30) days after the date of such damage. In such event, Rent shall be prorated to the date of such termination.
- (c) Tenants shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at their expense restore or replace their personal property, fixtures and Tenants' improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenants to complete their restoration and repair work.

8.2 *Indemnification; Tenants' Property.*

- (a) Tenants shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs

and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Tenants' use or occupancy of the Premises, (ii) the carelessness, negligence or improper conduct of Tenants, or any of their agents, contractors, employees, customers, invitees, or licensees, or (iii) any breach by Tenants, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.

- (b) Tenants shall bring or keep property upon the Premises solely at their own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof.

8.3 Insurance.

- (a) To protect its interest, Landlord may insure the Property against loss or damage under a policy or policies of casualty insurance in such amount as it deems appropriate.
- (b) Tenants shall maintain workers' compensation insurance covering all of their employees to at least the statutory limit set forth under Michigan law.
- (c) Tenants shall insure all of their property upon the Premises to the extent they deem appropriate.

9.1 *Landlord's Remedies.* If Tenants shall fail to make any payment of any Rent due hereunder within ten (10) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Tenants are required to observe and perform under this Lease for a period of ten (10) days following written notice of such failure, or if Tenants shall abandon or vacate the Premises during the Term of this Lease, or if Tenants shall dissolve, die or become legally incompetent, or if Tenants shall cease to entirely own all business operations being carried on upon the Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without notice or demand of any kind to Tenants or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

- (a) Terminate this Lease, repossess the Premises in accordance with the provisions of Section 9.2 hereof, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by Tenants during the balance of the Term of this Lease, less the fair rental value of the Premises for said period, together with any other sum of money owed by Tenants to Landlord.
- (b) Without waiving its right to terminate this Lease, terminate Tenants' right of possession and repossess the Premises without demand or

notice of any kind to Tenants, in which case Landlord may relet all or any part of the Premises. Tenants shall be responsible for all costs of reletting. Tenants shall pay Landlord on demand any deficiency from such reletting or Landlord's inability to do so.

- (c) Have specific performance of Tenants' obligations.
- (d) Cure the default and recover the cost of curing due on demand.

9.2 Termination; Surrender of Possession.

- (a) Upon the expiration or termination of this Lease, Tenants shall:
 - (i) Restore the Premises to their condition at the beginning of the Term (other than as contemplated by Section 6.1 above), ordinary wear and tear excepted, remove all of their personal property and trade fixtures from the Premises and the Property and repair any damage caused by such removal;
 - (ii) Surrender possession of the Premises to Landlord; and
 - (iii) Upon the request of Landlord, at Tenants' cost and expense, remove from the Property all signs, symbols and trademarks pertaining to Tenants' business and repair any damages caused by such removal.
- (b) If Tenants shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. Landlord may, without notice, dispose of any property of Tenants left upon the Premises in any manner that Landlord shall choose without incurring liability to Tenants or to any other person. The failure of Tenants to remove any property from the Premises shall forever bar Tenants from bringing any action or asserting any liability against Landlord with respect to such property.

9.3 Holding Over. If Tenants shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenants shall pay Landlord twice the amount of Rent which would have been due for a like period of occupancy during the Term. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise have.

9.4 Assignment and Subletting. Tenants shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder (whether as security for an obligation or otherwise); permit any assignment hereof by operation of law; sublet the Premises or any part thereof; or permit the use of the Premises by any party other than Tenants and their employees. No consent by Landlord to an assignment or

subletting shall be construed to relieve Tenants from their obligations hereunder or from obtaining Landlord's written consent to any further assignment or subletting.

9.5 *Remedies Cumulative.* All rights and remedies of Landlord under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

9.6 *Expenses of Enforcement.* The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any provision of this Lease.

10.1 *Landlord's Access to Premises.* Landlord may enter the Premises at reasonable times upon reasonable notice for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is required or permitted to make. If Tenants are not present to open and permit entry, Landlord may enter the Premises by master key (or in emergencies forcibly). The obligations of Tenants hereunder shall not be affected by any such entry.

11.1 *Notices.* All communications required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to a party at the addresses set forth on the first page of this Lease. The parties' addresses may from time to time be changed by written notice.

11.2 *Litigation.* Landlord and Tenants waive trial by jury in any summary proceeding brought by Landlord for nonpayment of any Rent, and Tenants shall not interpose any counterclaim whatsoever in any such proceeding; provided, however, that the foregoing shall not constitute a waiver of Tenants' right to bring a separate action for any claim Tenants may have, but such separate claim shall not be joined or consolidated with such Landlord-instituted summary proceedings.

11.3 *Governing Law; Invalidation.* This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

11.4 *Amendment.* This Lease, including any exhibits or riders attached hereto, represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

11.5 *Successors and Assigns.* The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenants and,

except to the extent prohibited by Section 9.4 above, their respective successors and assigns.

11.6 *Sale or Transfer of Property or Premises.* Upon any sale or transfer, including any transfer by operation of law, of the Property or the Premises, Landlord shall be relieved of all subsequent obligations and liabilities under this Lease.

11.7 *Accord and Satisfaction.* Landlord may accept any check or payment of less than the full amount it is owed without prejudice to its right to recover the balance or to pursue any other remedy in this Lease as provided.

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

**LANDLORD
CITY OF IRONWOOD:**

By: KIM CORCORAN
Its: Mayor

By: KAREN M. GULLAN
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared KIM CORCORAN, Mayor and KAREN M. GULLAN, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed pursuant to the authority granted by the Ironwood City Commission.

, Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

TENANTS:

CHAR BRICKNER

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared CHAR BRICKNER, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same on her behalf as her free act and deed.

 , Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

ANN MARIE BATISTE

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2013, before me personally appeared ANN MARIE BATISTE, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same on her behalf as her free act and deed.

 , Notary Public
Gogebic County, Michigan
My commission expires: ____/____/____

THIS DOCUMENT WAS DRAFTED BY:

**Michael K. Pope (P48635)
Dean & Pope, P.C.
204 N. Harrison Street
Ironwood, MI 49938
(906) 932-4010**