

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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**AGENDA**  
**REGULAR IRONWOOD CITY COMMISSION MEETING**  
**MONDAY, JULY 8, 2013**  
**Public Hearings – 5:00 P.M., 5:10 P.M. & 5:20 P.M.**  
**Regular Meeting - 5:30 P.M.**

**LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING**  
**5:00 P.M.**

1. Open Public Hearing.
2. Public Hearing: To hear comments on using the Cemetery Perpetual Care Fund to finance improvements at Riverside Cemetery.
3. Close Public Hearing.

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**5:10 P.M.**

1. Open Public Hearing.
2. Public Hearing: To hear comments regarding changing the posted Gross Vehicle Weight Limits on South Range Road from Pine Street to Norrie Park Road from 5 Tons to 15 Tons.
3. Close Public Hearing.

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**5:20 P.M.**

1. Open Public Hearing.
2. Public Hearing: To hear comments considering a potential millage to fund Local Street Improvements.
3. Close Public Hearing.

**5:30 P.M.**

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

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

\*1) Approval of Minutes – June 24<sup>th</sup> Regular City Commission Meeting.

\*2) Review and Place on File:

- a) Downtown Ironwood Development Authority Meeting Minutes of May 23<sup>rd</sup>.
- b) Economic Development Corporation

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

#### OLD BUSINESS

- F. Discuss and Consider funding Riverside Cemetery Improvements with the Cemetery Perpetual Care Fund.
- G. Discuss and Consider changing the posted Gross Vehicle Weight Limits on South Range Road from Pine Street to Norrie Park Road from 5 Tons to 15 Tons.
- H. Discuss and Consider placing a potential millage to fund Local Street Improvements.
- I. Discuss and Consider Second Reading of Ordinance 496, Book 5 Rezoning the western 45 feet of Parcel #52-23-276-005 from R-1 to Industrial.
- J. Discuss and Consider Second Reading of Ordinance 495, Book 5 an Ordinance Creating Conditional Uses for Outdoor Storage and Outdoor Use in the Industrial District.

## NEW BUSINESS

- K. Discuss and Consider approving lease agreement for rental space at the City Centre Building with Maryanne Morgan.
- L. Discuss and Consider approving lease agreement for rental space at the City Centre with Lily Palmer.
- M. Update on the Comprehensive Plan and the Request for Proposal/Request for Qualifications.
- N. Discuss and Consider letter to Lt. Governor Calley to request enhancement funding assistance for the US 2 construction project.
- O. Discuss and Consider approval of Partial Pay Estimate #2 to Angelo Luppino, Inc. in the amount of \$120,371.90 for the City of Ironwood – Depot Park Improvement Project Phase II and authorize Mayor to sign all applicable documents.
- P. Discuss and Consider awarding professional service agreement for architectural design, inspection and project management for the renovation of approximately 1200 ft. of office space at the Memorial Building to Northern Design Works in the amount of \$6,600.
- Q. Discuss and Consider authorizing advertisement to bid for renovation of approximately 1200 ft. of office space at the Memorial Building.
- R. Discuss and Consider Resolution #013-018 scheduling a public hearing for Monday, August 12, 2013 at 5:20 P.M. to hear comment relative to the condemnation of the structure at 213 Bonnie Street.
- S. Manager's Report.
- T. Other Matters (Three Minute Limit).
- U. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- V. Adjournment.

The rate charged for perpetual care in a cemetery and the maintenance included as a part thereof for lots shall be a rate per grave space. The charge for perpetual care and the included maintenance shall be paid in full for the entire lot or portion thereof when the lot or portion thereof is purchased. In instances where a lot or portion thereof has been purchased for which perpetual care and the included maintenance charges have not been paid, the charge for perpetual care and the included maintenance of the lot or portion thereof shall be paid in full for the entire lot or portion thereof purchased whenever a new grave in that lot or portion thereof is to be opened. Where a portion of the perpetual care has been partially paid, the balance of the perpetual care charge will be paid in full for the entire lot or portion thereof whenever a new grave in that lot or portion thereof is to be opened. Perpetual care of a lot shall consist of watering and mowing the lawn where graves are sodded as often as necessary, weather conditions permitting and also resodding, watering and filling in sunken graves where necessary. It shall not include the care of flowers or plants nor trimming of trees or shrubs nor the repair of monuments, structures or improvements thereof caused by the elements or damages beyond the control of city authorities. It shall only include care of graves sodded level with the lawn and shall not include taking care of mounds.

*(Code 1975, § 3.23)*

#### **Sec. 9-5. Use of receiving vault.**

The receiving vault shall be used in a cemetery when, in the opinion of the city manager, weather conditions make it necessary. If earth burial is desired during this period, an extra charge to cover the expense will be made, the reasonable charge to be determined by the city manager.

*(Code 1975, § 3.24)*

#### **Sec. 9-6. Rates and charges.**

The rates charged for all services performed and work done by the city in the cemetery, including for perpetual care, shall be reviewed and established annually by the city commission prior to the first day of the city's fiscal year and shall be effective for the ensuing fiscal year of the city. Cemetery rate charges shall be made in the manner specified for the other utility services provided by the city in section 16.2 of the Charter. Rate charges currently in effect for all cemetery services, including for perpetual care, shall continue in effect until otherwise changed and established by the city commission.

*(Code 1975, § 3.25)*

#### **Sec. 9-7. Records.**

The city manager shall keep, maintain and be responsible for any and all records concerning cemetery lots, burials, care and maintenance and such other records as may be necessary under and by virtue of this chapter.

*(Code 1975, § 3.26)*

#### **Sec. 9-8. Disposition of funds.**


Any and all sums of money due and which shall become due under and by virtue of this chapter shall be paid to the city treasurer within ninety (90) days after burial, and the treasurer shall issue a receipt therefor. Any and all moneys hereafter received by the treasurer for the perpetual care of cemetery lots shall be kept in a separate and distinct account as a part of the general fund,



the income and expense chargeable thereto to be accounted for separately from other city funds by the city treasurer, and shall not be considered by the officials of the city as a surplus fund which is to be deducted by the city commission in determining the amount of money which will be necessary to be raised for each current year to operate the city; except as provided for in section 9-9. The terms and conditions upon which the funds received for the perpetual care of cemetery lots shall be invested shall be decided and determined by the city commission upon advice and recommendation of the city manager. All perpetual care funds so collected shall first be accumulated until a minimum perpetual care fund of five hundred thousand dollars (\$500,000.00) is established and which shall be maintained and which shall not be reduced below five hundred thousand dollars (\$500,000.00), except as provided for in section 9-9. Any expenses chargeable to the perpetual care fund shall only be paid from interest earned by the funds in the perpetual care fund.

*(Code 1975, § 3.27; Ord. No. 341, 12-8-86; Ord. No. 479, 8-9-10)*

### **Sec. 9-9. Perpetual care "grant match" fund.**



The city commission, upon recommendation of the city manager may use up to, but not to exceed two hundred thousand dollars (\$200,000.00), from the perpetual care fund to provide a "match" for grant related projects within the city. Each potential grant project shall be reviewed separately by the city commission and considered upon its, own merit. If the city commission authorizes said use of the perpetual care fund for a grant project the terms and conditions of said use shall be clearly established. The term of the use shall be as established by the city commission and after said term has expired the monies shall be returned to the perpetual care fund. Nothing contained herein shall relieve the City of Ironwood of its perpetual care obligation.

*(Ord. No. 479, 8-9-10)*

### **Secs. 9-10—9-25. Reserved.**

### Cost To City Of Ironwood Taxpayers To Levy A Millage For New Street Funding

Taxable Value	Mills	Annual Cost Per Taxpayer	Monthly Cost Per Taxpayer
\$15,000	1.0	\$15.00	\$1.25
\$20,000	1.0	\$20.00	\$1.67
\$25,000	1.0	\$25.00	\$2.08
\$30,000	1.0	\$30.00	\$2.50
\$35,000	1.0	\$35.00	\$2.92
\$40,000	1.0	\$40.00	\$3.33
\$45,000	1.0	\$45.00	\$3.75
\$50,000	1.0	\$50.00	\$4.17
\$55,000	1.0	\$55.00	\$4.58
\$60,000	1.0	\$60.00	\$5.00
\$65,000	1.0	\$65.00	\$5.42
\$70,000	1.0	\$70.00	\$5.83
\$75,000	1.0	\$75.00	\$6.25

1 mill over ten (10) years will generate approximately \$700,000 for new streets

Taxable Value	Mills	Annual Cost Per Taxpayer	Monthly Cost Per Taxpayer
\$15,000	2.0	\$30.00	\$2.50
\$20,000	2.0	\$40.00	\$3.33
\$25,000	2.0	\$50.00	\$4.17
\$30,000	2.0	\$60.00	\$5.00
\$35,000	2.0	\$70.00	\$5.83
\$40,000	2.0	\$80.00	\$6.67
\$45,000	2.0	\$90.00	\$7.50
\$50,000	2.0	\$100.00	\$8.33
\$55,000	2.0	\$110.00	\$9.17
\$60,000	2.0	\$120.00	\$10.00
\$65,000	2.0	\$130.00	\$10.83
\$70,000	2.0	\$140.00	\$11.67
\$75,000	2.0	\$150.00	\$12.50

2 mills over ten (10) years will generate approximately \$1,400,000 for new streets

Taxable Value	Mills	Annual Cost Per Taxpayer	Monthly Cost Per Taxpayer
\$15,000	3.0	\$45.00	\$3.75
\$20,000	3.0	\$60.00	\$5.00
\$25,000	3.0	\$75.00	\$6.25
\$30,000	3.0	\$90.00	\$7.50
\$35,000	3.0	\$105.00	\$8.75
\$40,000	3.0	\$120.00	\$10.00
\$45,000	3.0	\$135.00	\$11.25
\$50,000	3.0	\$150.00	\$12.50
\$55,000	3.0	\$165.00	\$13.75
\$60,000	3.0	\$180.00	\$15.00
\$65,000	3.0	\$195.00	\$16.25
\$70,000	3.0	\$210.00	\$17.50
\$75,000	3.0	\$225.00	\$18.75

3 mills over ten (10) years will generate approximately \$2,100,000 for new streets

**Proceedings of the Ironwood City Commission Meeting**

A Regular Meeting of the Ironwood City Commission was held on June 24, 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 called to Order at 5:30 P.M.

B. Recording of the Roll.

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

ABSENT: Commissioner Semo.

C. Approval of the Consent Agenda.\*

\*1) Approval of Minutes – June 10<sup>th</sup> Regular City Commission Meeting.

\*2) Review and Place on File:

a) Ironwood Housing Commission Meeting Minutes of May 21<sup>st</sup>.

b) Pat O'Donnell Civic Center Meeting Minutes of June 3<sup>rd</sup>.

\*3) Scheduling a Public Hearing for July 22, 2013 at 5:25 P.M. to hear comment on Ordinance No. 497, Book 5 amending the Blight Ordinance regarding garage sales.

*Motion was made by Tauer, seconded by Shackleford to approve the consent agenda as presented. Unanimously passed by roll call vote.*

D. Receive & Place on File from the Finance Director.

1. Statement of Revenue & Expenditures.

2. Monthly Cash Reports

*Motion was made by Shackleford, seconded by Tauer and carried to receive and place on file the Statement of Revenue & Expenditures for the month ending May 31, 2013 and the Monthly Cash Report for May 2013.*

E. Approval of Monthly Check Register Report.

*Motion was made by Shackleford, seconded by Tauer and carried to approve the Monthly Check Register Report for May 2013. Unanimously passed by roll call vote.*

F. Approval of the Agenda.

*Motion was made by Tauer, seconded by Shackleford and carried to approve the amended agenda to include item X1. Consider scheduling public hearing on July 8<sup>th</sup> to hear comment on funding future street improvements and possible improvements to Riverside Cemetery and correct item X. ... Resolution #013-016 to #013-017.*

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

There were none.

NEW BUSINESS

H. Discuss and Consider waiving the Vendor Fee for the 2013 Festival Ironwood.

*Motion was made by Shackelford, seconded by Cayer to waive the Vendor Fee for the 2013 Festival Ironwood. Unanimously passed by roll call vote.*

- I. Discuss and Consider granting a request for a "Special Water Rate" for the Gogebic County Fair from August 8, 2013 – August 11, 2013.

*Motion was made by Tauer, seconded by Shackelford to grant the request for a "Special Water Rate" for the Gogebic County Fair from August 8, 2013 – August 11, 2013. Unanimously passed by roll call vote.*

- J. Discuss and Consider approving Articles of Incorporation for the Michigan's Western Gateway Trail Authority.

Commissioner Shackelford commented on how exciting it was to see the communities working together on the Michigan's Western Gateway Trail Authority.

- K. Discuss and Consider partial payment #5 to Northwood's Paving in the amount of \$150,969.04 for the 2012-2013 Local Street Paving Project.

*Motion was made by Tauer, seconded by Shackelford to approve the partial payment #5 to Northwood's Paving in the amount of \$150,969.04 for the 2012-2013 Local Street Paving Project. Unanimously passed by roll call vote.*

- L. Discuss and Consider update to the Park & Recreation Bylaws changing the meeting time from 6:00 P.M. to 5:00 P.M.

*Motion was made by Shackelford, seconded by Tauer to update the Park & Recreation Bylaws changing the meeting time from 6:00 P.M. to 5:00 P.M. Unanimously passed by roll call vote.*

- M. Discuss and Consider Planning Commission Case 2013-002 Xcel Energy Rezoning request from R-1 to Industrial at its East Ayer Street substation location.

*Motion was made by Tauer, seconded by Shackelford to approve Planning Commission Case 2013-002 Xcel Energy Rezoning request from R-1 to Industrial at its East Ayer Street substation location. Unanimously passed by roll call vote.*

- N. Discuss and Consider First Reading of Ordinance No. 496, Book 5 rezoning 45 feet of Parcel #27-52-23-276-005 from R-1 to Industrial (Xcel Energy East Ayer Street substation).

Community Development Director Michael Brown informed the City Commission this was the first reading of Ordinance No. 496, Book 5 and no action was needed at this time.

- O. Discuss and Consider Planning Commission Case 2013-004 amending the Industrial section of the Zoning Ordinance (Outdoor Storage).

*Motion was made by Shackelford, seconded by Tauer to approve Planning Commission Case 2013-004 amending the Industrial section of the Zoning Ordinance (Outdoor Storage). Unanimously passed by roll call vote.*

- P. Discuss and Consider First Reading of Ordinance No. 495, Book 5 an Ordinance creating Conditional Uses for Outdoor Storage and Outdoor Use in the Industrial District.

Community Development Director Brown informed the City Commission this was the first reading of Ordinance No. 495, Book 5 and no action was needed at this time.

- Q. Discuss and Consider Certified Local Government Program.



*Motion was made by Shackelford, seconded by Tauer and carried to authorize staff to start the application process for the Certified Local Government Program.*

R. Discuss and Consider Ironwood Farmer's Market.

*Motion was made by Shackelford, seconded by Tauer to pursue creating a farmer's market at the Depot Park.*

S. Discuss and Consider approving increase to City Attorney Fees from \$100 to \$105 per hour.

*Motion was made by Tauer, seconded by Shackelford to approve the increase to the City Attorney Fees from \$100 to \$105 per hour. Unanimously passed by roll call vote.*

T. Discuss and Consider authorizing advertisement for bids to replace miscellaneous concrete sidewalks and curbs.

*Motion was made by Tauer, seconded by Shackelford and carried to authorize advertisement for bids to replace miscellaneous concrete sidewalks and curbs.*

U. Discuss and Consider approval of Traffic Control Order #94 no parking in front of the Miners' Mural on McLeod Ave.

*Motion was made by Shackelford, seconded by Tauer and carried to approve the Traffic Control Order #94 no parking in front of the Miners' Mural on McLeod Ave. Unanimously passed by roll call vote.*

V. Consider approval of Rural Development Pay Package in the amount of \$159,486.21 for the City of Ironwood-Phase 2 Utility Project (Water Portion) and authorize Mayor to sign all applicable documents.

*Motion was made by Shackelford, seconded by Tauer to approve the Rural Development Pay Package in the amount of \$159,486.21 for the City of Ironwood-Phase 2 Utility Project (Water Portion) and authorize Mayor Corcoran to sign all applicable documents. Unanimously passed by roll call vote.*

W. Consider approval of Rural Development Pay Package in the amount of \$182,684.03 for the City of Ironwood-Phase 2 Utility Project (Sewer Portion) and authorize Mayor to sign all applicable documents.

*Motion was made by Tauer, seconded by Shackelford to approve the Rural Development Pay Package in the amount of \$182,684.03 for the City of Ironwood-Phase 2 Utility Project (Sewer Portion) and authorize Mayor Corcoran to sign all applicable documents. Unanimously passed by roll call vote.*

X. Discuss and Consider Resolution #013-016 #013-017 amending the General Appropriations Act for Fiscal Year 2012-2013.

*Motion was made by Shackelford, seconded by Tauer to adopt Resolution #013-017 amending the General Appropriations Act for Fiscal Year 2012-2013. Unanimously passed by roll call vote.*

Y. Mayor's Appointment to the DIDA and Park & Recreation Boards.

Mayor Corcoran reappointed Sam Davey, III, Paul Anderson, and Colleen Wamhoff to a three (3) year term on the Park & Recreation Board (term expiring July 1, 2016) and Peter Tacconelli to a two (2) year term on the Downtown Ironwood Development Authority (DIDA) (term expiring June 30, 2015).

*Motion was made by Shackelford, seconded by Tauer and carried to approve the Mayor's appointments as stated.*

Z. Manager's Appointment to the Ironwood Housing Commission.

Manager Erickson reappointed A. Dennis Cossi to a five (5) year term on the Ironwood Housing Commission (term expiring June 30, 2018).

*Motion was made by Tauer, seconded by Shackelford to approve the reappointment of A. Dennis Cossi to five (5) year term on the Ironwood Housing Commission (term expiring June 30, 2018).*

AA. Manager's Report.

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

- \*The Depot Park outside site work was completed last week and work is moving along well with the restrooms and electrical improvements still being worked on.
- \*The EPA has completed their restoration work at the gas plant site near the Montreal River.
- \*Fahmer Paving was in town this week to install new pavement markings.
- \*On Thursday, July 4<sup>th</sup> normal garbage collection will occur residents are asked to place their garbage curbside by 7 a.m. on that day.
- \*Summer tax bills are being prepared and will be sent out this Friday, June 28<sup>th</sup>.
- \*The summer City Newsletter has been completed and will be sent out with the summer tax bills.
- \*The Community Development Department is working on the bid sheets for the second round of bidding for the remaining items from Entrée & Companions.
- \*The July Planning Commission meeting was cancelled and is currently being rescheduled for after the 4<sup>th</sup>.

BB. Other Matters (Three Minute Limit).

Mayor Corcoran thanked everyone who helped with the Depot Park.

Commissioner Shackelford announced that the Art Place was currently doing work at the City Centre and would be offering some art classing in the very near future.

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

Louise Demasi, 400 Silver Street asked if any money was taken out of the Perpetual Care Fund. The City Staff confirmed no money was taken from the Perpetual Care fund. She further had questions of City Staff regarding the performance bonds and asked why Coleman Engineering did not have one.

John Harteloo, of 213 Bonnie Street expressed his concerns about the vandalism to him and his property. He felt the community should get together and create a neighborhood watch. Further comments were received.

Paul Grbaveich, of 247 E. Francis Street requested the City knock on doors regarding blight. He further pointed out three residences on various streets and wanted them looked into.

DD. Adjournment.

*Motion was made by Shackelford, seconded by Tauer and carried to adjourn the meeting at 6:44 P.M.*

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk



**Proceedings of the Downtown Ironwood Development Authority  
Thursday May 23, 2013**

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A regular meeting of the Downtown Ironwood Development Authority was held on Thursday, May 23, 2013 at 8:00 A.M. in Conference Room #1, 2<sup>nd</sup> Floor, Memorial Building, Ironwood, Michigan.

1. Call to Order:

Chair Williams called the meeting to order at 8:00 A.M.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Williams, Tom, Chair	X			
Corcoran, Kim	X			
Garske, Lea-ann	X			
Johnston, Gail	X			
Peterson, Larry		X		X
Schwartz, Becky		X	X	
Smith-Furgason, Eva	X			Arrived 8:05
Tippett, Rick	X			
Erickson, Tim	X			
	7	2	Quorum	

Also present: Community Development Director Michael J. D. Brown, City of Ironwood Manager Scott Erickson, and Paul Linn, Finance Director. Guest Rich Duncanson was in the audience. Steve Frank and Jim Albert were also in the audience.

3. Approval of Minutes:

**Motion** by Corcoran to accept the meeting minutes from the Meeting on April 25, 2013.  
**Second** by Johnson. **Motion Carried 6 to 0.**

4. Approval of the Agenda:

Item 7 has been deleted.

**Motion** by Corcoran approve the Agenda. **Second** by Johnston. **Motion carried 6 to 0.**

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

None

6. Citizens wishing to address the Committee on Items not on the Agenda (Three-Minutes Limit):

Steve Frank: This is the fifth and final year of the blueprint. There is only one current member of the DIDA that was on the DIDA back then. Have all of you read the Blueprint? I have two questions today. (1) When there were cost overruns on the building and all the downtown improvements, how much has the DIDA kicked in on the overruns? You have some \$12,000 in the bank. Have you kicked in money for the projects instead of just asking the City of Ironwood, which then took money away from Parks and Recreation?

(2) Reading the Blueprint under code compliance it states that the City of Ironwood is restructuring its code enforcement system in an effort to see more active removal of blight in the City of Ironwood. This is very important to protect community health and safety. Therefore the City of Ironwood should diligently enforce all codes in the downtown area by aggressively contacting and working with all owners whose property is not up to code. Offer owners incentives and where the above does not result in code compliance, resort to ticketing and fining the involved property owners. My question is after 5 years of the blueprint, who has been contacted in the downtown? What are the results? And, who has been ticketed for failure to comply. Thank you.

Chair Williams thanked Mr. Frank for his comments.

7. Farmer's Market. Rich Duncanson was introduced.

He wishes to bring a farmer's market to Ironwood. He has just moved here. He and his family just moved here from Minnesota and they want to start a farmer's market and would like the City of Ironwood's support. He understands that Hurley has a farmers market, but hears it is inconsistent. Mr. Duncanson is trying to organize people that would be receptive to get the logistics down to start this market. His vision for now might be one day a week, maybe in a limited capacity this year, because of the construction on the Park, but maybe next year with more dates. Mr. Duncanson believes that there would be a lot of community members that they might want to sell, jams, jellies, crocheted goods, eggs, etc. There really isn't anything in this area. This would be a great opportunity for the City.

Williams asked: Is there a group interested in doing this? Mr. Duncanson wants to seek the City of Ironwood's approval of this first before finding members. Mr. Duncanson indicated that he would like to aim for mid-August to September.

Director Brown indicated that Mr. Duncanson came and visited with him a few days ago about this item. Possibly we can move forward on this by winter and get items into place for next year. Director Brown thanked Mr. Duncanson for coming in.

Eva Smith-Furgason arrived 8:05.

8. Financial Report:

Paul Linn stated the DIDA is in overall in good financial shape.

**Motion** by Johnston to accept the financials as presented. **Second** by Williams. **Motion carried 7 to 0.**

9. Items for Discussion and Consideration:

a. Public Comments/Questions

Director Brown: We have had questions/comments from Mr. Frank last month, and have received two Service Requests from Mr. Jim Albert regarding DIDA. What I want to talk about and get direction from the DIDA is how do you want these comments and questions answered? Some may require our City of Ironwood Attorney to look more into depth on these questions. Do you want to see the responses, do you want them to come back to you or do you want the Staff to respond directly to the individual?

Williams commented that to the extent that staff can handle them would be most efficient. Williams would like to see responses put into the Agendas.

Director Brown said that if the attorney must be involved, the DIDA will have to pay for this. If this is the case what would the DIDA like to do? Williams indicated that if this must involve the attorney this should be brought back to the Committee for action.

No further action at this time.

b. Pocket Park Shoveling

Director Brown: Jim Gregory has requested an additional \$50 for snow shoveling due to the late season. He has put in a written invoice to the DIDA for an additional \$50.

**Motion** by Garske to approve the invoice for \$50.00 from Jim Gregory for additional snow shoveling for April and May 2013. **Second** by Johnston. **Motion Carried 7 to 0.**

c. Main Street and Certified Local Government Programs.

Director Brown went to a workshop in Marquette on the Main Street Program. It was very informative. The first section was an introduction by the State representative on what was involved and how it works. The second portion included the two cities that have implemented, Calumet and Iron Mountain gave testimonials on their programs and the benefits they have received. These comments gave Director Brown ideas on what we can do and accomplish. Google Michigan Main Street program. ([www.michiganmainstreet.org](http://www.michiganmainstreet.org)).

The program benefits: It's free and no cost to the City that participates. The one big requirement is that you must hire a full-time main street coordinator. This doesn't need to be done the first year, but as you progress, you must hire this full-time manager to be on staff with both salary and benefits.

The program has 3 different levels – the first is an introductory level to allow communities to participate for one year and understand the program. You could do this for a couple of years if you aren't comfortable after the first year. Not many benefits are available at this level other than basic training and learning how to do it. Third Year technical assistance from the MSDHA State office is allowed. The Select program can provide technical assistance; engineering for the drawings for main street. They will do studies on your downtown main street. The numbers they used for City of Ironwood commitment from the State would be about \$100,000.00 if all

facets of the program are used. The Committee can look into this program and see if it is something that the city could use.

Some of Director Brown's ideas, how do we draw people to downtown? Depot Park is an attraction – what are the attractions? Open space in the park from the DAP. Larry Peterson could do his walking program and show off assets of the downtown.

A draw back would be travelling to the lower part of the state, so there would be costs associated with this to the DIDA, rooming, food, travel.

Calumet created a main street, non-profit group – not associated with the City of Calumet. They fund raise. They have a lot of volunteers for subcommittees. They pay their manager with these donated funds.

In Iron Mountain, their DIDA acts as their Main Street. They have assets, TIF moneys. They also receive some money from the City directly and they also fund raise with the help of volunteers.

Smith-Furgason thought we should concentrate on the Blue Print Program and finish it and then really work on it. Director Brown stated that the blue print program was tailored for our community. The Main Street program gives you more tools and guidance on how to move through your blue print plan and compliments the main street program.

**Motion** by Garske to investigate this program further by contacting other communities and then will bring back to this committee. **Second** by Smith-Furgason. **Motion Carried 7 to 0.**

The Certified Local Government program which is a MISDA program which helps with city-owned or non-profit properties that are owned downtown. They have about \$100,000 which is appropriated to CLG's through the National Park Service. There are a number of requirements and hoops to jump through.

Garske: We have to have a historical business district, which we don't have. What kind of work is involved in getting the historical district set up unless this is done?

Director Brown said the historic preservation group has a template which can be used. This would not apply to private business owners. There is a woman with the state who can assist us with this process.

**Motion** by Garske that we apply for a CLG Grant and bring this to the City of Ironwood Commission and if approved, apply. **Second** by Smith-Furgason. **Motion Carried 7 to 0.**

- d. Façade Grant: Director Brown stated that his office is getting letters out to interested owners on the façade grant which have shown interest in the past. The owners will need to do some work for these grants. Once the requested information is submitted Jen Tucker will come to Ironwood and then explain the program in depth. After that, Jen Tucker will go out and look at the businesses who continue to have interest. There are almost 30 people on the waiting list. The first to be contacted will be the owners who have been on the wait list the last couple of years.

Smith Furgason asked how the program has changed from years ago. Director Brown stated there is a match of either 50 or 75%. Then this depends on whether this is a historic building or

not. Director Brown stated that the owner has to have a cash flow to pay for some of these items up front, and then be reimbursed by the State.

No further action needed at this time by the DIDA.

- e. Adopt a Tree: The City of Ironwood has a number of trees downtown. Director Brown would like to have the group go out and talk to downtown businesses about watering, feeding, trimming and letting the DIDA know if there is a problem with the tree they have adopted. Smith-Furgason would like the Master Gardeners drop off instructions on how to care for the trees.

Director Brown feels a personal visit by the DIDA to go and talk to the businesses about this would put a name with a face, and if the owner agrees, this would show more pride in the Downtown. Smith Furgason would adopt the tree in front of her store. Director Brown will contact Lynn at the Master Gardeners and get some guidelines from her. Next meeting we can discuss this and then get out and visit the business owners.

No further action needed at this time by the DIDA.

- f. Farmer's Market: Director Brown is excited about having a farmer's market and that Mr. Duncanson wants to do this. Gail Johnston has a presentation that was done years ago and could send it to Director Brown for review. The Commission would have to look at days, hours and times. Mr. Duncanson would like to have a market possibly in August or September or both. Will there be fees to be looked at? Will this be cutting into the brick and mortar shops?

Johnston asked if there will be revenue stream generated. Where will this money go? This would be answered by the City of Ironwood Commission to discuss and answer.

Director Brown stated that he could ask the City of Ironwood Commission if these fees could go back to the DIDA.

Smith-Furgason – what about licenses? Director Brown said there is a transient license, about \$100. The fee is not required for vegetables, just manual goods such as crocheted items, handicrafts. Possibly a one-time fee versus a per-visit fee would be considered.

Smith-Furgason wants to know if this transient fee is being charged at the Festival of Ironwood and other farmer's markets in the area. Director Brown will work on the logistical aspects of getting this up and going. **Motion** by Johnston to recommend to the City of Ironwood Commission to establish a farmers market and set guidelines and a fee structure. **Second** by Garske. **Motion carried 7 to 0.**

- g. Depot Park Sod: Garske has been doing research on sod versus fill, topsoil and seed at the Depot Park. She is afraid the grass is not going to get established prior to Festival Ironwood. Garske looked at what it would take to place sod and contacted a gentleman. Because it is a civic program, it normally would be \$1.65/sy and he'll give it to us for \$1.35/sy delivered. She contacted a number of groups to ask for donations (it's \$1600.00). She would like to ask the DIDA to give at least \$1000.00 as it is our project. She said the Kiwanis, Rotary and Festival Ironwood would offer volunteers to help install the sod. She has asked the City of Ironwood for the water for the project. There would be a credit in the bid item because the seed will be taken out.

**Motion by Tippet** to spend up to \$1,000 for sod as a donation to the Depot Park Construction.  
**Second by Johnston. Motion Carried 7 to 0.**

- h. DIDA Meeting Schedule: Corcoran indicated that she has not been to meetings due to her work schedule. She asked if the DIDA meeting day could be changed, or should she appoint Rick Semo as her representative in her stead? Short discussion was had and Corcoran said she would appoint Rick Semo to attend the DIDA meetings.

No further action required at this time.

10. Project Updates:

- a. 2013 Goals: Director Brown ran down the list of items on the 2013 Goal List and their status.
- b. Flower Basket Donations: Ass't. Coon presented the number of donations and amounts received at this time. She indicated that it is time for the thank you letters to start being sent out. She can type the letters and give the list to a member of the DIDA for delivery. Coon also said that letters for donation for the baskets have been sent to all of the service groups in town.

Garske will take the letters and list and get the thank you letters delivered.

- c. Director Brown indicated that the City of Manistique paid a compliment that they really like our Business page on the web and they want to model their site after ours.
- d. Williams requested a letter be sent to him for the donation.

11. Other Business: None.

12. Next Meeting: June 27, 2013

13. Adjournment at 9:47 a.m.

Respectfully Submitted



Thomas Williams, Chair



Kim M. Coon, Community Development Assistant





**Proceedings of the Economic Development Corporation Meeting  
Wednesday June 5, 2013**

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A Regular Meeting of the Economic Development Corporation was held on Wednesday, June 5, 2013 at 10:00 A.M. in the Conference Room #1, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Chair Wyssling called the meeting to Order at 10:00 a.m. In the audience were Director Brown and Kevin McCauley of Black River Dental.
2. Recording of the Roll

MEMBER	Present		EXCUSED	NOT EXCUSED
	YES	NO		
Cayer, Joseph F.		X	X	
Lemke, Joseph	X			
Kobylinski, Devon	X			
Peterson, Jim		X		X
Ramme, Dave		X		X
Ruppe, Mark		X	X	
Schneller, Tom	X			
Schonberg, Bob	X			
Wyssling, John	X			

3. Approval of the April 3, 2013 Meeting Minutes:  
**Motion** by Schonberg to accept the meeting minutes of April 3, 2013. **Second** by Schneller. **Motion Carried 5 to 0.**
4. Approval of the Agenda:  
**Motion** by Schneller to accept the Agenda. **Second** by Schonberg. **Motion Carried 5 to 0.**
5. Citizens wishing to address the Commission regarding Items on the Agenda (Three-minute limit)  
None.
6. Citizens wishing to address the Commission regarding Items Not on the Agenda (three-minute limit).  
None.

7. Items for Discussion and Consideration:

a: Revolving Loan Fund Updates:

- i) Old World Meats: Both Bessemer and Ironwood locations are closed. The last time that Matt Webber was here, he asked for another month to get things in order, sell his business and pay back the City of Ironwood. Last month he was in a jury trial. Director Brown has tried to contact him many times. He contacted Director Brown a few weeks ago to find out what the procedure is if Old World Meats tries to sell the equipment and pay back the loan. The attorney said he can sell it, but the City of Ironwood would have to give him lien waivers since we have first position on the equipment. The attorney said if we did that we would need a written request from Mr. Webber to do so. This committee would need to send this up to the Commissioners. We would need to have a complete itemized list, sale amounts and other things.

Wyssling said Old World Meats is handcuffing the landlord at the Ironwood location. The landlord is not receiving rent nor can he re-rent the space.

Director Brown said we have the equipment. There are two other parties on the loan documentation; one is deceased (his father), and another one. Schonberg wanted to know what the amount he owes is – Director Brown said \$21,500.

Director Brown said the State may forgive the loan on Old World Meats. Earlier in the year, the State said that if they meet all their requirements and file their paperwork, they may forgive the loan. The City of Ironwood has not heard back from the State on forgiveness of this loan. Once the city budget is approved, we can look at other options such as a lawsuit against Old World Meats. Schonberg wanted to know if we should have the equipment appraised. Wyssling stated that if we hear from Mr. Webber that we want to know what equipment he is selling, and the amount.

Schonberg commented that possibly if the landlord would pay the moving expenses for Old World Meats that might be a help. Director Brown stated that he has a list of equipment, but not all of it has serial numbers on it. It's very difficult to track the equipment.

**Motion** by Schonberg for the City of Ironwood to secure the equipment that was put up as collateral for the loan. **Second by** Schneller. **Motion Carried 5 to 0.**

- ii) Entrée & Companion:

The City of Ironwood did go to bid and did award items. Out of 78 items, 48 of the items had bids and most were higher than the minimum bids. Out of the 48, the bids that came in were more than the original bid amount. Approximately \$13,700.00 was awarded.

Director Brown indicated this is going to be brought back to the City of Ironwood Commission to reduce the rates of reimbursement of the equipment and to put the remaining equipment back up for sale. The current balance is \$56,500, less the approximately \$13,700. Schonberg asked if Entrée had completed the State paperwork, and Director Brown said not at this time he has not. The certified letter with the paperwork has come back and Community Development has not had any contact with the Owner.

Black River Dental:

Kevin McCauley, Black River Dental former Owner was introduced by Chair Wyssling. Director Brown indicated that Mr. McCauley filed bankruptcy and the City of Ironwood was at the first meeting of creditors. A second meeting has been scheduled. Mr. McCauley indicated he filed a medical bankruptcy and that's why his business failed. The woman that worked for him (Amy Kessler) wants to purchase the equipment. Mr. McCauley indicated he wants to make a payment this month to the City of Ironwood. He wants to pay the total amount, in addition to what Amy will be paying him. Mr. McCauley admitted to many mistakes with the business. Then, he became ill. He had five large accounts. Director Brown stated that with Mr. McCauley filing bankruptcy, the City of Ironwood cannot take any action against him. Chair Wyssling asked Mr. McCauley how much the payments would be, and Mr. McCauley indicated that he would be making payments (unknown amount). Director Brown said we were listed as a creditor. Director Brown said he spoke with the Bankruptcy Trustee at the First Meeting of Creditors and then presented a list of questions to the Trustee for Mr. McCauley to answer at the next hearing later this month.

Mr. McCauley indicated that Amy Kessler will come before the Commission and set up a payment plan. Schonberg said that this would be up to the Bankruptcy Court on how we should handle this and we cannot take any action at this time.

7b: Mentoring Program:

Director Brown said that a few months ago, Member Ruppe brought up about what direction this Commission might take. Assist. Coon brought up the mentoring idea, and Bob Jacquart actually does this. If this Commission is interested, the group could begin mentoring local business folks in how to run a business; help them along, and give them the information they need. Director Brown met with Bob Jacquart who mentors a few of these companies in the community. He said he would be able to help be a mentor. Chair Wyssling wants to know if this is a duplication of the IIDC. Director Brown said that this would be a city-wide program, not just the industrial park area. Mr. Jacquart indicated possibly having an introduction session at the college for the community to come and hear about the program.

Schonberg indicated that the biggest problem might be getting people to step forward and receive help. He wanted to know if this would hinder the Revolving Loan Fund involvement? Director Brown said that the mentoring program could go hand-in-hand with the Revolving Loan Fund.

Director Brown said he will send out an email to the group and gather ideas for this program and will work with Bob Jacquart. Wyssling said we should invite Mr. Jacquart to the next Commission meeting and have Mr. Jacquart explain how this program is working and how it could help our community. Director Brown can set up some initial meetings, but someone else will have to take charge and pilot the group.

Schonberg said the college has an entrepreneurship program. Director Brown will talk to Ken Trossler and Beth Steiger who run the program and see what the College might be able to offer the mentoring program.

7c: Site/Building Selection Program:

Director Brown spoke about LOIS, Location 1, which is a web-based search engine, currently on the City of Ironwood's website. It is free software provided by the MEDC for commercial property listings. The program has been provided by a free grant from the MEDC, to be used for advertising commercial listings through the internet. The grant ends at the end of August. If the City of Ironwood wants to use the program past this allotted time, there will be a fee to continue. The State is going to discontinue LOIS at some point and use a program called Zoom Prospector. Director Brown asked the State if the City could get our information out onto the state website for free. The State did some research and said we could put this information out there for free. The advantage to using the State's site, a company looking for a manufacturing facility, will go through the State, so in essence, bypassing the City of Ironwood's website, so we wouldn't be seen there. The state can go through the database and put in the information the clients are looking for and return specific results.

Director Brown does not have the time to go out and look at commercial sites to gather all the information to put on this website. What is needed from this group is if the Commission can go out and find these properties (such as for sale by owners and others) and get these to Director Brown to put onto the web. A realtor will already have this information. A realtor could give this information to Director Brown and he could get it put out onto the State website for free. Chair Wyssling will coordinate with other realtors and provide those properties that are listed by realtors.


8. Other Business:

None.

9. Next Meeting:

**Motion** by Sheller to move the next meeting to Tuesday, July 2, 2013 at 10:00 a.m. **Second** by Schonberg. **Motion Carried 5 to 0.**

10. Adjournment. **Motion** by Schneller to Adjourn. **Second** by Schonberg. **Motion Carried 5 to 0** at 11:07 a.m.

  
\_\_\_\_\_  
John Wyssling, President

  
\_\_\_\_\_  
Kim M. Coon  
Community Development Assistant

**TO ADOPT AN ORDINANCE OF THE CITY OF IRONWOOD AMENDING THE CITY OF IRONWOOD'S ZONING CODE BY AMENDING CHAPTER 34, ARTICLE II, SECTION 34-32 (MAP).**

**CITY OF IRONWOOD**

**BOOK 5, ORDINANCE NO. 496**

THE CITY OF IRONWOOD ORDAINS:

**Section 1.** The City of Ironwood Zoning Ordinance is hereby amended to modify Chapter 34, Article II, Section 34-32 Map. The map described herein is amended and changed to depict the following also as depicted on Exhibit A:

The western 45 feet of Parcel #52-23-276-005 shall be rezoned from R-1 Single Family Residential to I Industrial.

**Section 2. Repealer.** Any ordinance that is in conflict is hereby repealed.

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

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

I, Karen M. Gullan, City Clerk, duly elected and qualified clerk of the City of Ironwood, do certify that the above ordinance (no. 496) was adopted at a regular meeting of the City Commission held on \_\_\_\_\_.

---

KAREN GULLAN, City Clerk

Exhibit A



SOUTH

ROOSEVELT

WILSON

ST

COMMERCE ST

IRON KING RD

NEWPORT LOCATION ROAD

NEWPORT COPPER STREET

NEWPORT LOC.

EAST AYER ST.

WALL ST

ST

PROPERTY TO REZONE

45'

EASY

TRACONITE ROAD

MINERAL ROAD

CECCON RD

IRON KING ROAD

PLASTIC

PL

EXISTING XCEL SITE

EAST AYER ST

BONNIE ST

SOUTHWEST ST

NEWPORTS HEIGHTS

NEWPORT HEIGHTS SOUTH

CITY OF IRONWOOD

FRAMING TOWNSHIP

T ST

BUNDY ST

ST

ST

Newport

ET

ST

**TO ADOPT AN ORDINANCE OF THE CITY OF IRONWOOD AMENDING THE CITY OF IRONWOOD'S ZONING CODE BY AMENDING CHAPTER 34, ARTICLE II, DIVISION 9 I- INDUSTRIAL DISTRICT TO CREATE CONDITIONAL USES FOR OUTDOOR STORAGE AND OUTDOOR USE**

**CITY OF IRONWOOD**

**BOOK 5, ORDINANCE NO. 495**

THE CITY OF IRONWOOD ORDAINS:

**Section 1.** The City of Ironwood Zoning Ordinance is hereby amended to modify Chapter 34, Article II, Division 9 I-Industrial District as follows:

The following uses shall be added to Section 34-173:

(5) Outdoor Storage, which shall be defined as materials, products or goods stored outdoors on site which are associated with and accessory to the principal principle use. All outdoor storage shall be screened from view from all roads and adjacent properties year round through the use of one or a combination of methods to include but not be limited to landscaping, berming, and fencing. The conditional use permit shall require appropriate screening and shall also control for such factors to include but not be limited to height of storage, location on site and size of storage area.

(6) Outdoor Use, which shall be defined as any service/processing areas or any use that is not fully enclosed within a building on site which is associated with and accessory to the principal use. All outdoor uses shall be screened from view from all roads and adjacent properties year round through the use of one or a combination of methods to include but not be limited to landscaping, berming, and fencing. The conditional use permit shall require appropriate screening and shall also control for such factors to include but not be limited to location on site and size of area.

Section 34-175(2)(a) shall be amended to read as follows:

Activities in this district shall be carried on in completely enclosed buildings except as permitted as a conditional use.

**Section 2. Repealer.** Any ordinance that is in conflict is hereby repealed.

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

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

I, Karen M. Gullan, City Clerk, duly elected and qualified clerk of the City of Ironwood, do certify that the above ordinance (no. 495) was adopted at a regular meeting of the City Commission held on

\_\_\_\_\_.

---

KAREN GULLAN, City Clerk



## COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of July 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and MARYANNE MORGAN, of 120 E. Ash Street, 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 two (2) room office space on the second floor or Suite #BA7.

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 July 1, 2013 (the "Commencement Date") and ending on June 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 #63025084, 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; 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,





TENANTS:

\_\_\_\_\_  
MURRAY MORGAN

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared MURRY MORGAN, 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
MARYANNE MORGAN

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared MARYANNE MORGAN, 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 July 15, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and LILY PALMER, of P.O. Box 153, Ironwood, MI 49938 ("Tenant"). Landlord and Tenant 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 two (2) room office space on the second floor or Suites #BA5 & #BA11.

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 Tenant under any provision of this Lease, all of which shall be deemed payable by Tenants in consideration of the demise of the Premises.

E. "Tenant" means the one (1) individual 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 Tenant, and Tenant hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on July 15, 2013 (the "Commencement Date") and ending on July 14, 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) Tenant shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.

- (b) Tenant 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) Tenant 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 Tenant may otherwise agree in writing, Tenant 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 Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed hereunder, Tenant may peaceably and quietly enjoy the Premises.

### 3.1 Base Rent.

- (a) Tenant shall pay to Landlord, as rent, equal monthly installments of ONE HUNDRED DOLLARS (\$100), commencing on the Commencement Date (the "Base Rent"). In addition, Tenant 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 Tenant services under subsection (a) above constitute a part of the Base Rent with a value of One Hundred (\$100) Dollars per month. Tenant shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenant as a result of the services performed. Tenant 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 Tenant performance of services under this Lease.

### *3.2 Personal Property Taxes.*

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

### *3.3 Security Deposit.*

- (a) As security for the faithful performance by Tenant of all of her obligations under this Lease, Tenant 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 Tenant 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 Tenant under this Lease.

### *3.5 Setoff; Obligation to Survive; Application of Payments.*

- (a) Any Rent due under this Lease shall be paid by Tenant 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 Tenant 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 Tenant 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 Tenant normal business hours for the installation of such telephone, telegraph, teletype, data processing and other equipment as Tenant may require, but any charges for the installation, use or servicing of such equipment shall be the responsibility of Tenant.

5.2 *Electric Service.* If Tenant shall require electric current for the Premises, such service shall be metered to the Premises at Tenant expense using meter #63025084, and thereafter Tenant 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 Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord in and to the Premises.

6.1 *Alterations by Tenant.*

- (a) Tenant 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 Tenant (except moveable equipment and trade fixtures) shall be removed by Tenant 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.* Tenant 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 Tenant the cost of any repairs occasioned by the actions or omissions of Tenant, 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 Tenant business in connection with Landlord's fulfillment of its obligations hereunder. Tenant shall periodically inspect the Premises and report promptly to Landlord any defective condition found by Tenant, and Landlord shall not be obligated to repair any defective condition that is not reported by Tenant. Except as specifically provided herein, Tenant 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 Tenant 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 Tenant 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 Tenant 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) Tenant 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 Tenant 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; Tenant Property.*

- (a) Tenant 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) Tenant 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 Tenant, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.
- (b) Tenant 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) Tenant shall maintain workers' compensation insurance covering all of their employees to at least the statutory limit set forth under Michigan law.
- (c) Tenant shall insure all of their property upon the Premises to the extent they deem appropriate.

9.1 *Landlord's Remedies.* If Tenant 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 Tenant are required to observe and perform under this Lease for a period of ten (10) days following written notice of such failure, or if Tenant shall abandon or vacate the Premises during the Term of this Lease, or if Tenant 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 Tenant 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 Tenant 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 Tenant right of possession and repossess the Premises without demand or notice of any kind to Tenant, in which case Landlord may relet all or any part of the Premises. Tenant shall be responsible for all costs of reletting. Tenant shall pay Landlord on demand any deficiency from such reletting or Landlord's inability to do so.
- (c) Have specific performance of Tenant 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, Tenant 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 Tenant 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 Tenant 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 Tenant or to any other person. The

failure of Tenant to remove any property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to such property.

9.3 *Holding Over.* If Tenant shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenant 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.* Tenant 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 Tenant 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 Tenant waive trial by jury in any summary proceeding brought by Landlord for nonpayment of any Rent, and Tenant shall not interpose any counterclaim whatsoever in any such proceeding; provided, however, that the foregoing shall not constitute a waiver of Tenant right to bring a separate action for

any claim Tenant 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 Tenant 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT:

\_\_\_\_\_  
LILY PALMER

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared LILLIE PALMER, 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**



## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** June 28, 2013

**Meeting Date:** July 8, 2013

**Re:** Comprehensive Plan RFP/RFQ

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With the recent passage of the 2013-2014 budget money was set aside for a new comprehensive plan. On July 9, 2013 the Planning Commission will initiate the planning process by discussing the creation of a Request for Proposal/Request for Qualifications (RFP/RFQ). The RFP/RFQ document will outline timelines for the project, what should be included in the project as well as deliverables and expectations of the community.

The main question the Planning Commission will entertain is what elements it wants included in the comprehensive plan. The following are a list of general areas that are covered in a comprehensive plan: land use, transportation, open space, natural resources, community facilities, community character and identity, housing and neighborhoods, and economic development to name a few.

Staff's goal is to have a RFP/RFQ for the Planning Commission and the City Commission's review and approval by August in order to send it out for consultants to submit so by September/October the City should have a consultant hired to start the planning process.

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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

"Live Where You Play"

June 25, 2013

Lt. Governor Brian Calley  
111 South Capitol Avenue  
Lansing, MI 48909

Re: US 2 Construction Project

Dear Lt. Governor:

As a follow-up to your Pure Michigan campaign, the City of Ironwood would like to thank you for your time spent in our community. The City would like to request your assistance with promoting the Pure Michigan program. As you are aware, US Highway 2 traverses the City and is the western gateway to Michigan from Wisconsin. As you are also aware, the City of Ironwood and the Michigan Department of Transportation (MDOT) have been working cooperatively on the reconstruction project of US 2. As part of this project the City has a strong desire to enhance the aesthetics of the US 2 corridor. The City has worked with MDOT, the Michigan Economic Development Corporation (MEDC) and Xcel Energy to come up with creative ways to pursue and secure grant funding to provide additional enhancements within the corridor. Unfortunately, the various grant programs available through the State of Michigan focus on downtowns and the City has been informed that its US 2 corridor is not eligible for grant funding.

The City of Ironwood requests your assistance in securing grant funding for this important and necessary project. In order to continue promoting the Pure Michigan campaign and increase commerce in Michigan additional corridor enhancements, such as modern light poles and fixtures with buried power lines, are necessary to compete with Ironwood's neighbors. Ironwood and Michigan compete with Wisconsin communities to attract business and residents and aesthetics are an important factor in deciding where to locate. In addition to drawing people from Wisconsin, the Ironwood area also draws from Minnesota, Canada and beyond. With the opening of the Copperwood Mine in Gogebic County, Michigan and the GTAC Mine in Wisconsin, Ironwood and Pure Michigan have the opportunity to greatly enhance the aesthetics of the US 2 corridor which will attract new businesses and residents. Wisconsin communities such as Ashland, Mercer and Park Falls have all recently completed highway projects that included additional enhancements by using similar enhancement funding sources through the State of Wisconsin. A case in point, there was a major car dealership that moved from Hurley, WI (just across the border from Ironwood) to Ashland, WI in the last couple years. Ashland has been able to attract business in part due to enhancements made to its US 2 Highway corridor.

As a border community and its unique feature of being the western gateway into Michigan, the City of Ironwood has the opportunity to promote itself and Pure Michigan and to carry out the goals of this great state. However, in order to do so your assistance in securing grant funding is greatly needed.

Equal Housing Employer/Lender

Sincerely,

Mayor Kim Corcoran and the Ironwood City Commission

Cc: Governor Snyder  
Representative Dianda  
Senator Casperson  
Mike Premo, MDOT  
Michael Bebeau, Xcel Energy

Equal Housing Employer/Lender

Form RD 1924-18  
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY

**PARTIAL PAYMENT ESTIMATE**

CONTRACT NO. \_\_\_\_\_

PARTIAL PAYMENT ESTIMATE NO.

002

PAGE 1 of 2

OWNER:

City of Ironwood

CONTRACTOR:

Angelo Luppino, Inc.

PERIOD OF ESTIMATE

FROM 06-05-13 TO 07-01-13

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount			
		Additions	Deductions		
001	05-06-2013		\$68,062.23	1. Original Contract .....	\$331,613.53
				2. Change Orders .....	\$-68,062.23
				3. Revised Contract (1 + 2) .....	\$263,551.30
				4. Work Completed* .....	\$250,117.63
				5. Stored Materials* .....	\$0.00
				6. Subtotal (4 + 5) .....	\$250,117.63
				7. Retainage* .....	\$12,505.88
				8. Previous Payments .....	\$117,239.85
				9. Amount Due (6-7-8) .....	\$120,371.90
TOTALS		\$0.00	\$68,062.23	* Detailed breakdown attached	
NET CHANGE		\$0.00	\$68,062.23		

CONTRACT TIME

Original (days) 56  
Revised -  
Remaining 0

On Schedule

Yes  
 No

Starting Date 05-06-2013  
Projected Completion 06-29-2013

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor \_\_\_\_\_

By Paul Luppino

Date \_\_\_\_\_

APPROVED BY OWNER:

Owner \_\_\_\_\_

By Kim S. Corcoran, Mayor

Date \_\_\_\_\_

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer \_\_\_\_\_

By Michael J. Foley, Proj. Mgr.

Date \_\_\_\_\_

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.



Depot Park Project - Phase II

City of Ironwood

						Partial Pay Estimate #2		
REVISED CONTRACT AMOUNT (Through C.O. #1)						Completed for Payment		
Item No.	Description	Unit	Quantity	Unit Price	Extension	Quantity	Extension	Percent Complete
1	Pavt, Rem	SY	1750	\$ 1.12	\$ 1,960.00	1857.05	\$ 2,079.90	106%
2	Sidewalk, Rem	SF	2000	\$ 0.44	\$ 880.00	2406.25	\$ 1,058.75	120%
3	Curb and Gutter, Rem	LF	140	\$ 2.50	\$ 350.00	513	\$ 1,282.50	366%
4	Complete Pavilion	L Sum	1	\$ 141,849.00	\$ 141,849.00	1	\$ 141,849.00	100%
5	Water and Sewer Services	L Sum	0	\$ 6,637.00	\$ -	0	\$ -	100%
6	Pavilion Awnings	L Sum	0	\$ 20,558.00	\$ -	0	\$ -	100%
7	Pavilion Awning Concrete	SF	3450	\$ 3.70	\$ 12,765.00	3450	\$ 12,765.00	100%
8	Park Lighting	L Sum	1	\$ 25,179.00	\$ 25,179.00	0.5	\$ 12,589.50	50%
9	Parking Lots	SF	8900	\$ 2.67	\$ 23,763.00	9248	\$ 24,692.16	104%
10	Trail Construction	LF	1530	\$ 19.13	\$ 29,268.90	1452	\$ 27,776.76	95%
11	Trash Receptacles	Each	1	\$ 987.84	\$ 987.84	1	\$ 987.84	100%
12	Recycling Receptacles	Each	1	\$ 935.34	\$ 935.34	1	\$ 935.34	100%
13	Benches	Each	1	\$ 1,113.84	\$ 1,113.84	1	\$ 1,113.84	100%
14	Bike Racks	Each	1	\$ 252.84	\$ 252.84	1	\$ 252.84	100%
15	Picnic Tables	Each	6	\$ 945.99	\$ 5,675.94	6	\$ 5,675.94	100%
16	Picnic Table - Handicap Accessible	Each	1	\$ 851.49	\$ 851.49	1	\$ 851.49	100%
17	Park Signage	SF	37	\$ 45.15	\$ 1,670.55	19.6	\$ 884.94	53%
18	Sidewalk, Conc, 4 Inch	SF	1670	\$ 3.50	\$ 5,845.00	1458.9	\$ 5,106.15	87%
19	Curb&Gutter, Conc, Detail "Match Ex"	LF	220	\$ 25.00	\$ 5,500.00	239	\$ 5,975.00	109%
20	Detectable Warning Surface	SF	92	\$ 28.93	\$ 2,661.56	76	\$ 2,198.68	83%
21	Kiosk	L Sum	1	\$ 2,042.00	\$ 2,042.00	1	\$ 2,042.00	100%
22	Playground Equipment Allowance	Dol	-	\$ 1.00	\$ -	0	\$ -	0%
<b>TOTAL</b>					<b>\$263,551.30</b>	<b>\$</b>	<b>250,117.63</b>	

## BID TABULATION SHEET

Name of Bidder:

Services

UPEA					\$8,000.00
OHM					\$8,100.00
Northern Design works					\$6,600.00
IDI					\$15,120.00

Witnesses to Bid Opening:

Bid Award Action Taken

Annus Hewitt  
Karen M. Gullan  
Quynh

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

STATE OF MICHIGAN

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

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

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

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

**W 1/2 OF LOT 18 & ALL OF LOT 19 BLOCK 6 SUPERIOR GARDEN ADD**

**715 LEONARD STREET**

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

**EDWARD & PAULETTE RICKARD**

**721 LEONARD STREET**

**IRONWOOD, MI. 49938**

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

- a. **Building destroyed by fire and is not habitable.**
- b. **The building has been a nuisance to the neighborhood for the past couple of 1 years.**
- c. **The windows are broken out and open to the elements.**

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

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

4. That said structure should be condemned and be ordered torn down and removed or rehabilitated within a reasonable period, work to commence within fifteen (15) days, and be completed within thirty (30) days, all such work to be done by the owner and at the owner's expense. If not done, the City Manager is authorized to see that all necessary work required to tear down and remove said condemned structure is carried out and the cost of such abatement incurred by the City of Ironwood be charged against the premises and owner as provided in Sec. 17.3 (d) of the City Code.

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

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

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

Dated: July 2, 2013



Dennis Hewitt/Building Inspector

STATE OF MICHIGAN)

( SS

COUNTY OF GOGEBIC)

On this 2<sup>nd</sup> day of July, 2013 before me

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

*Cornia Geyler*

Notary Public, Gogebic County, Mich.  
My Commission expires 6/22/2019.



STATE OF MICHIGAN

**Resolution No. 013-018**

BEFORE THE CITY COMMISSION OF THE CITY OF IRONWOOD, MICHIGAN

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

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



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

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

**W 1/2 OF LOT 18 & ALL OF LOT 19 BLOCK 6 SUPERIOR GARDEN ADD  
715 LEONARD STREET**

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

**Edward & Paulette Rickard  
715 Leonard Street  
Ironwood, MI. 49938**

THEREFORE, The City Commission resolves that a public hearing will be held in the Commission Chambers in the Memorial Building, 213 S. Marquette Street, Ironwood Michigan, on August 12, 2013 at 5:20 P.M. for cause to be shown as to why said above described structure should not be determined a public nuisance and be ordered condemned, abated, removed, or rehabilitated forthwith at the owner's expense.

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

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

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

\_\_\_\_\_

Karen M. Gullan

City Clerk