

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



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

AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
MONDAY, JULY 22, 2013
Public Hearing – 5:25 P.M.
Regular Meeting - 5:30 P.M.

LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING

5:25 P.M.

1. Open Public Hearing.
2. Public Hearing: To hear comments on Ordinance No. 497, Book 5 amending the Blight Ordinance regarding garage sales.
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 – July 8th Regular City Commission Meeting.

- D. Receive & Place on File from the Finance Director.
 - 1. Statement of Revenue & Expenditures.
 - 2. Monthly Cash Reports
- E. Approval of Monthly Check Register Report.
- F. Approval of the Agenda.
- G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).

NEW BUSINESS

- H. Consider approval of Change Order #2 in the amount of -\$1.17 for the City of Ironwood- Depot Park Improvement Project Phase II and authorize Mayor to sign all applicable documents.
- I. Consider approval of Ross Peterson Construction Change Order #4 in the amount of \$12,425.13 for the City of Ironwood – W. Ayer Street Neighborhood project and authorize Mayor to sign all applicable documents.
- J. Consider approval of Locally Funded-Contractor Application for Payment #6 in the amount of \$153,311.05 for the City of Ironwood – W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents.
- K. Discuss and consider the sale of City owned property located on the northeast corner of Ayer and Easy Street to Xcel Energy.
- L. Discuss and consider the sale of an easement on City owned property located on the corner of Ayer and East Street to Xcel Energy.
- M. Discuss and consider the request by the Ironwood Industrial Development Corporation (IIDC) and/or Park & Recreation Committee to allocate the funds of the sale to go to either or both parties.
- N. Discuss and Consider the Planning Commission's recommendation to solicit a Request for Proposal/Request for Qualifications for consultant services for a new Comprehensive Plan to qualified planning consultants.
- O. Discuss and Consider request to purchase City Owned Property on Clemens Street adjacent to 505 Southwest Street (Mr. Jerome Suzik).

- P. Discuss and Consider First Reading of Ordinance No. 497, Book 5 an Ordinance amending the Blight Ordinance regarding garage sales.
- Q. Discuss and Consider approval of Ballot Language for Street Improvement Bond.
- R. Discuss and Consider approving lease agreement for rental space at the City Centre Building with Eva Smith-Furgason.
- S. Discuss and consider scheduling Special City Commission Meeting for Monday, July 29th at 5:00 p.m. to discuss Norrie/Jessieville Water and Sewer Project Closeout.
- T. Mayor's Appointment to the DIDA.
- U. Manager's Report.
- V. Other Matters (Three Minute Limit).
- W. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- X. Adjournment.

Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on July 8, 2013 at 5:30 P.M. along with a Public Hearings at 5:00 P.M., 5:10 P.M., and 5:20 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Mayor Corcoran opened the Public Hearing at 5:00 P.M.
2. Public Hearing: To hear comments on using the Cemetery Perpetual Care Fund to finance improvements at Riverside Cemetery.

City Manager Scott Erickson explained to the City Commission the current ordinance does not provide for the City to use the Cemetery Perpetual Care Fund to finance improvements at the Riverside Cemetery and it would require an amendment to the ordinance.

Paul Grbavcich, of 247 E. Francis Street questioned City Staff regarding the waterlines along with the design work of the proposed improvements at the Riverside Cemetery.

Joe Cayer, of 100 E. Ash Street stated he was in support of the project but felt it should be defined and requested the City cut the grass at the Riverside Cemetery more often.

3. Mayor Corcoran closed the Public Hearing at 5:09 P.M.
-

1. Mayor Corcoran opened the Public Hearing at 5:10 P.M.
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.

Eric Anderson, of E5299 W. Pioneer Road addressed the City Commission and others stating he was the one who requested the Gross Vehicle Weight limit be changed to 15 ton to allow for trucks carrying wood, horse trailers, and other vehicles with trailers.

Steve Holm, of 660 S. Range Road expressed his concerns about the construction of the road and how the City of Ironwood would make it a 15 ton road from a 5 ton road.

Chuck Suzik, of 670 S. Range Road questioned the City Commission on who is going to pay for upgrading the road.

Dawn Schultz from Xcel Energy spoke and informed the City Commission Xcel will need to access the site with their trucks periodically and the road should have a 15 ton weight limit. Further discussion of this matter took place.

3. Mayor Corcoran closed the Public Hearing at 5: 20 P.M.
-

1. Mayor Corcoran opened the Public Hearing at 5:20 P.M.
2. Public Hearing: To hear comments considering a potential millage to fund Local Street Improvements.

Paul Grbavcich, of 247 E. Francis Street stated his tax statement has all kinds of millage on it now and would like it to replace one that already exists.

Bill Erickson, of 713 E. Ayer Street felt most people in the public are all for street improvement instead of repairing their cars.

Betty Lindberg, of 860 N. Hemlock questioned when the other half of Hemlock Street would be completed.

City Manager Erickson informed Mrs. Lindberg that the City needs to get Michigan Department of Transportation (MDOT) funding and will be working with MDOT on the next phase of Hemlock Street.

3. Mayor Corcoran closed the Public Hearing at 5:29 P.M.

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

B. Recording of the Roll.

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

ABSENT: Commissioner Semo.

C. Approval of the Consent Agenda.*

*1) Approval of Minutes – June 24th Regular City Commission Meeting.

*2) Review and Place on File:

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

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

D. Approval of the Agenda.

Motion was made by Tauer, seconded by Shackleford to amend the agenda changing item R. ... 213 Bonnie Street to 715 Leonard Street and add item R1. Discuss and consider additional sidewalk on the south side of US2.

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

There were none.

OLD BUSINESS

F. Discuss and Consider funding Riverside Cemetery Improvements with the Cemetery Perpetual Care Fund.

Motion was made by Tauer, seconded by Mayor Corcoran to pursue amending the Ordinance to allow for funding Riverside Cemetery Improvements from the Cemetery Perpetual Care Fund with a maximum amount of \$200,000.00.

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.

Motion was made by Shackleford, seconded by Tauer to change the posted Gross Vehicle Weight Limits on South Range Road from Pine Street to Norrie Park Road from 5 tons to 15 tons.

ROLL CALL:

Yes (3): Commissioner Shackleford, Tauer, and Mayor Corcoran.

No (1): Commissioner Cayer.

Motion carried on a 3 to 1 vote.

H. Discuss and Consider placing a potential millage to fund Local Street Improvements.

Motion was made by Tauer, seconded by Shackelford to place on the ballot a millage for two (2) mills for ten (10) years to fund Local Street Improvements. Unanimously passed by roll call vote.

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.

Motion was made by Tauer, seconded by Shackelford to adopt 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.

Motion was made by Shackelford, seconded by Tauer to adopt Ordinance 495, Book 5 an Ordinance creating conditional uses for Outdoor Storage and Outdoor use in the Industrial District. Unanimously passed by roll call vote.

NEW BUSINESS

K. Discuss and Consider approving lease agreement for rental space at the City Centre Building with Maryanne Morgan.

Motion was made by Shackelford, seconded by Cayer to approve the lease agreement for rental space at the City Centre Building with Maryanne Morgan. Unanimously passed by roll call vote.

L. Discuss and Consider approving lease agreement for rental space at the City Centre with Lily Palmer.

Motion was made by Shackelford, seconded by Cayer to approve the lease agreement for rental space at the City Centre Building with Lily Palmer. Unanimously passed by roll call vote.

M. Update on the Comprehensive Plan and the Request for Proposal/Request for Qualifications.

Community Development Director Michael Brown updated the City Commission regarding the Comprehensive Plan and the initiation of the planning process by the Planning Commission.

N. Discuss and Consider letter to Lt. Governor Calley to request enhancement funding assistance for the US 2 construction project.

Motion was made by Shackelford, seconded by Tauer and carried to approve the letter to Lt. Governor Calley to request enhancement funding assistance for the US2 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.

Motion was made by Tauer, seconded by Shackelford to approve 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. Unanimously passed by roll call vote.

- 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.

Motion was made by Shackleford, seconded by Tauer to award the professional service agreement for architectural design, inspection, and project management for the renovation of approximately 1200 sq. ft. of office space at the Memorial Building to the low bidder Northern Design Works in the amount of \$6,600. Unanimously passed by roll call vote.

- Q. Discuss and Consider authorizing advertisement to bid for renovation of approximately 1200 ft. of office space at the Memorial Building.

Motion was made by Tauer, seconded by Shackleford and carried to authorize advertisement to bid for renovation of approximately 1200 sq. 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 ~~243 Bonnie Street~~ 715 Leonard Street.

Motion was made by Shackleford, seconded by Tauer to adopt 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 715 Leonard Street.

- R1. Discuss and consider additional sidewalk on the south side of US2.

A discussion took place with the City Commission regarding the additional sidewalk on the south side of US2. The City Manager agreed to contact MDOT and bring additional information back on this matter to the City Commission.

S. Manager's Report.

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

- *Festival Ironwood will be held Wednesday, July 17-Saturday, July 20th.
- *Northwood's Paving has finished paving the City's local street overlay project and they still have to perform some restoration work along various areas of the project and will be paving utility break patches over the next few weeks.
- *Wagner Construction is continuing their restoration work in the Jessieville/Aurora/Norrie water and sewer project.
- *A regional trail authority group meeting 1 scheduled for Thursday, July 11, 2013.
- *Ross Peterson Construction has completed their work on West Ayer Street.
- *The City Water Department has been flushing the water mains this week. Residents will be experiencing discolored water during this period.
- *The bid specifications have been completed and have been sent out in order to obtain contractor bids for the Civic Center ice making equipment.

T. Other Matters (Three Minute Limit).

Commissioner Tauer, Shackleford, and Mayor Corcoran had several questions for City Staff from Wagner Construction Company's last day, volleyball courts fencing, and problem springs on Ash Street.

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

Paul Grbaveich, of 247 E. Francis Street noted a few blighted properties and commented on how nice it is to see area youth use the volleyball courts at Depot Park.

Bill Peterson, of 713 E. Ayer Street stated he called 9-1-1 during the 4th of July to try and prevent a fight between neighbors. He went on to request the City Commission look into creating an Ordinance for the use of fireworks since the State of Michigan has changed their current laws. Further discussion of this matter took place.

V. Adjournment.

Motion was made by Tauer, seconded by Shackelford and carried to adjourn the meeting at 6:40 P.M.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk

CHECK REGISTER REPORT

Date: 07/19/2013

JUNE

Time: 8:09am

City of Ironwood

Page: 1

BANK: RIVER VALLEY STATE BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
126733	06/04/2013	Printed	0000310600	SAARI'S LAWN SERVICE & FLOWING	LAWN SERVICE - PARKS	450.00
126734	06/04/2013	Printed	0000310600	SAARI'S LAWN SERVICE & FLOWING	CEMETERY LAWN SERVICE	4,209.59
126735	06/04/2013	Printed	0000287000	POSTMASTER	US CYCLE & POSTAGE	128.37
126736	06/05/2013	Printed	9999991626	RAY RICHARD CLEMENS	FIRE INS. RELEASE OF FUNDS	5,750.00
126737	06/06/2013	Printed	0000164500	PAUL LINN	TRAVEL EXPENSES	187.55
126738	06/06/2013	Printed	0000310600	SAARI'S LAWN SERVICE & FLOWING	LAWN SERVICE - PARKS	300.00
126739	06/07/2013	Printed	0000000892	AIRGAS USA, LLC	OXY & ACETYLENE - DEP	338.84
126741	06/07/2013	Printed	0000006210	AT&T MOBILITY	CELL PHONE BILL	420.02
126742	06/07/2013	Printed	0000166500	AVAYA COMMUNICATION	PHONE SYSTEM PAYMENT	288.38
126743	06/07/2013	Printed	0000008100	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	716.56
126744	06/07/2013	Printed	0000019300	CHARTER COMMUNICATIONS	INTERNET AND PHONE-PUMP STK	749.46
126746	06/07/2013	Printed	0000036000	COLEMAN ENGINEERING CO	WATER MAP UPDATE	1,017.75
126747	06/07/2013	Printed	0000036950	THE COMPUTER DOCTORS	COMPUTER SERVICE - PSD	727.50
126748	06/07/2013	Printed	9999991615	WILLIAM CABE	REFUND SSC DEP RIDW-212-C7	249.96
126749	06/07/2013	Printed	0000123001	THE DAILY GLOBE	ADVERTISING - CIVIC CENTER	305.38
126752	06/07/2013	Printed	0000045008	BEAN & POPE, P.C.	LEGAL SERVICES - APRIL 2013	2,636.50
126753	06/07/2013	Printed	0000077000	G.T.C. AUTO PARTS INC	MAINT PART - PSD	309.78
126754	06/07/2013	Printed	0000080000	GIOVANNI TRUE VALUE HOWE	OPEN CURRY PARK	80.39
126755	06/07/2013	Printed	0000088000	GOGBEC COUNTY TREASURER	LEIN VFN 1ST QTR 2013 - PSD	475.00
126756	06/07/2013	Printed	0000005500	HAWKINS, INC	CHLORINATOR HEADS - PUMP STN	4,617.31
126757	06/07/2013	Printed	0000371000	HD SUPPLY WATERWORKS	HYDRANT FLAGS	351.50
126758	06/07/2013	Printed	0000112000	HUGDAHL DISTRIBUTING CO	HOSE & COUPLERS #88	219.75
126759	06/07/2013	Printed	0000120000	IRON COUNTY MINER	ENVELOPES - PSD	169.00
126760	06/07/2013	Printed	0000128000	IRONWOOD TOWNSHIP	W&S - APRIL	425.50
126761	06/07/2013	Printed	9999991616	TARA JANSSEN	REFUND SEC DEP-MICE-208-C7	400.00
126762	06/07/2013	Printed	0000062730	JOHN DEERE FINANCIAL	SUPPLIES - CEMETERY	198.55
126763	06/07/2013	Printed	0000153000	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES - DEP	259.42
126764	06/07/2013	Printed	0000155000	LAWSON PRODUCTS INC	SPRAY PAINT W&S BLUE & GREEN	1,537.14
126765	06/07/2013	Printed	0000165000	LINDQUIST ELECTRIC, INC	RER UNDERGROUND ST LIGHT WIRE	479.18
126766	06/07/2013	Printed	0000202000	MI MUNICIPAL WC FUND	POLICY PREMIUM 2013-2014	28,839.00
126767	06/07/2013	Printed	0000208200	MICHIGAN TASER DISTRIBUTING	OFFICE SUPPLIES - PSD	569.21
126768	06/07/2013	Printed	0000210500	MICRO MARKETING ASSOCIATES	AUDIO VISUAL - LIBRARY	22.95
126769	06/07/2013	Printed	0000219002	MILLER & ASSOCIATES	BUBBLE WINDOW - PARKS	446.08
126770	06/07/2013	Printed	0000262000	NORIE COUNTRY SUN	ADVERTISING - CIVIC CENTER	100.80
126771	06/07/2013	Printed	0000268001	NORTHWOODS PAVING	TAX ON 23.48 TONS COLD MIX	1,870.77
126772	06/07/2013	Printed	0000268125	NORTHWOODS VAC & CLEARING	CUSTODIAL SUPPLIES	116.89
126773	06/07/2013	Printed	0000271600	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE CONTRACT	506.76
126774	06/07/2013	Printed	9999991617	JOHN PARKER	REFUND CR BAL LAWA-608-06	400.66
126775	06/07/2013	Printed	0000278025	PETTY CASH	REPLENISH PETTY CASH	75.50
126776	06/07/2013	Printed	0000292600	QUILL CORP	OFFICE SUPPLIES - LIBRARY	36.89
126777	06/07/2013	Printed	0000296000	RANGE CORP	MISS DIG SERVICES	249.75
126778	06/07/2013	Printed	0000302000	THE RELIABLE CORPORATION	OFFICE SUPPLIES	143.88
126784	06/07/2013	Printed	0000304310	RIVER VALLEY STATE BANK	CREDIT CARD PAYMENT	4,355.26
126785	06/07/2013	Printed	0000307100	BRIAN ROEHN	REIMBURSEMENT MILEAGE	75.15
126786	06/07/2013	Printed	0000310000	ROVELSKY & CO	SHIPPING CHARGES-PUMP STN	35.76
126787	06/07/2013	Printed	0000310400	S & M PROPERTIES, LLP	COPIER RENTAL - PSD	171.72
126788	06/07/2013	Printed	9999991145	ALAN SKELTON	REFUND CR BAL LOWN-1422-02	29.63
126789	06/07/2013	Printed	0000196700	ST MI DEPT OF MNGMT & BUDGET	LEVEL 2 SUBS. FES-RADIOS - DPW	375.00
126790	06/07/2013	Printed	0000196001	STATE OF MICHIGAN	LICENSE RENEWAL-3 TERVONEN	95.00
126791	06/07/2013	Printed	0000330000	STEIGER'S HOME CENTER	BLDG SUPPLIES - LIBRARY	17.83
126792	06/07/2013	Printed	0000331250	STOFFEL'S COUNTRY STORE	GRASS SEED	639.92
126793	06/07/2013	Printed	0000339450	SUPERIORLAND LIBRARY	FY 12/13 1ST 50% ST AID-LIBR	1,302.56
126794	06/07/2013	Printed	9999991614	LEE ANN TREGEMBO	REFUND CR BAL COOW-209-06	306.18
126796	06/07/2013	Printed	0000348000	TRI-STATE BUSINESS SYSTEMS INC	EXCESS COPIES - PSD	366.69
126797	06/07/2013	Printed	0000349570	TULA TOILET AND SEPTIC LLC	PORT-A-POTTY RENTAL - PARKS	130.00
126798	06/07/2013	Printed	0000353003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	8.95
126799	06/07/2013	Printed	0000357050	USABLOOBOOK	RAIL MARKING POSTS-16" MARK	956.47
126800	06/07/2013	Printed	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	17.00
126802	06/07/2013	Printed	0000266000	XCEL ENERGY	1113 NORRIS PARK RD	2,600.06
126803	06/07/2013	Printed	0000391000	ZEPKO'S TIRE & BATTERY SUPPLY	TIRES -PSD	498.16
126804	06/11/2013	Printed	0000168000	ANGELC LUPPING INC	DEPOT PARK PROJECT-PHASE 2	117,239.85
126805	06/11/2013	Printed	0000287000	POSTMASTER	US CYCLE & POSTAGE	188.27
126806	06/11/2013	Printed	0000310600	SAARI'S LAWN SERVICE & FLOWING	LAWN SERVICE-PARKS	585.00
126807	06/12/2013	Printed	0000292900	R.E.D. RICHARDS CONST., INC.	METER READING - MAY 2013	1,959.84
126808	06/12/2013	Printed	0000133300	JB DISPOSAL INC	RESIDENTIAL GARBAGE SERV.-MAY	30,241.45
126810	06/13/2013	Printed	9999991627	LENA SOD FARM	1200 YDS SOD AT DEPOT PARK PRJ	1,700.00
126811	06/13/2013	Printed	0000362700	ADVANCED DISPOSAL-MINOCQUA-D3	DUMPSTER SERVICE	764.00
126812	06/13/2013	Printed	0000000892	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	21.22

CHECK REGISTER REPORT

JUNE

Date: 07/19/2013

Time: 8:09am

Page: 2

City of Ironwood

BANK: RIVER VALLEY STATE BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
126813	06/13/2013	Printed	0000011508	BEN MEADOWS COMPANY, INC	WATER FLAGS	73.10
126814	06/13/2013	Printed	0000036000	COLEMAN ENGINEERING CO	W AYER & W AURORA	5,783.25
126815	06/13/2013	Printed	0000123001	THE DAILY GLOBE	ADVERTISING	20.00
126816	06/13/2013	Printed	9999991620	JAKE DESAETO	REFUND SEC DEP BIRW-218-03	294.65
126820	06/13/2013	Printed	0000058700	EMPLOYEE BENEFITS AGENCY, INC	MONTHLY ADM FEE HRA&FSA	322.50
126821	06/13/2013	Printed	0000070200	QUARTERMASTER CALLS	HELMET W/GOGGLES-PSD	3,660.30
126822	06/13/2013	Printed	0000089001	GOGEBIC RANGE SOLID WASTE	CLEAN-UP CAVES	152.70
126823	06/13/2013	Printed	0000089000	GOGEBIC-IRON WASTEWATER AUTH	SEWAGE TREATMENT-JUNE	63,702.80
126824	06/13/2013	Printed	9999991621	MIKE UNKNOWN	REFUND SEC DEP HOCK-357-03	269.21
126825	06/13/2013	Printed	0000120000	IRON COUNTY MINER	TAX ENVELOPES	256.00
126826	06/13/2013	Printed	0000130000	IRONWOOD WATER & SEWER UTIL	ADRE-105-03	1,343.64
126827	06/13/2013	Printed	0000062730	JOHN DEERE FINANCIAL	PAINT SUPPLIES NORRIE PARK	135.91
126828	06/13/2013	Printed	0000172020	JOSEPH MAGGIKAK	PILHI - JUNE 2013	159.47
126829	06/13/2013	Printed	0000199200	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL 2013-2014	4,605.00
126830	06/13/2013	Printed	0000232000	KASI CONSTRUCTION LLC	MAINT SUPPLIES - MEM BLDG	74.91
126831	06/13/2013	Printed	0000271008	GERALD OSTERMAN	PILHI - JUNE 2013	382.73
126832	06/13/2013	Printed	0000286500	POMASL FIRE EQUIPMENT	SUPPLIES - PSD	237.35
126833	06/13/2013	Printed	0000288000	PRINTING SYSTEMS, INC	3,300 P/R CHECKS	321.37
126834	06/13/2013	Printed	9999999864	RANGE MASTER GARDENERS	POCKET PARK MAINT - MAY	275.00
126835	06/13/2013	Printed	0000304310	RIVER VALLEY STATE BANK	CREDIT CARD PAYMENT-LIBRARY	162.97
126836	06/13/2013	Printed	0000307100	BRIAN ROEHM	REIMBURSEMENT DIRECT TV-C.C.	72.35
126837	06/13/2013	Printed	9999991618	ROMAN ART AND MARKETING	EMAIL MARKETING CLASS-BROWN	10.00
126839	06/13/2013	Printed	0000310400	S & M PROPERTIES, LLP	COPIER RENTAL	455.28
126840	06/13/2013	Printed	0000339400	SUPERIORLAND ELECTRONICS, INC	ANNUAL PANIC FIRE ALARM-MEM	230.00
126841	06/13/2013	Printed	0000342600	CHARLES THOMAS	PILHI - JUNE 2013	159.47
126842	06/13/2013	Printed	9999991619	SARAH TIMMONS	REFUND SEC DEP PINE-451-10	180.69
126843	06/13/2013	Printed	9999991551	SUSAN WESTERN	CUSTODIAL SERVICES - LIBRARY	150.00
126844	06/13/2013	Printed	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
126845	06/13/2013	Printed	0000386000	WISCONSIN CENTRAL LTD	FESTIVAL IRWD RIGHT OF WAY	1.00
126846	06/13/2013	Printed	0000266000	XCEL ENERGY	STREET LIGHTS	12,396.06
126849	06/17/2013	Printed	9999991627	LENA SOD FARM	1200 YDS SOD AT DEPOT PARK PRJ	1,700.00
126850	06/17/2013	Printed	0000287000	POSTMASTER	JB CYCLE B POSTAGE	143.87
126851	06/18/2013	Printed	9999991132	MI STATE HOUSING DEV. BODH.	GRANT#MSC2000-0072-NPP DEMO	7,493.00
126852	06/19/2013	Printed	0000310600	SARRE'S LAWN SERVICE & MOWING	LAWN SERVICE - PARKS	300.00
126853	06/20/2013	Printed	0000362700	ADVANCED DISPOSAL-NINOCOCJA-D3	DUMPSITE CHG - CIVIC CENTER	90.87
126854	06/20/2013	Printed	0000002000	AMERIPRIDE LINEN & APPAREL SRV	LINEN SERVICE MEM BLDG	58.54
126855	06/20/2013	Printed	0000004400	JAMES ANSAM	REIMBURSEMENT FOR PART-PUMP ST	81.45
126856	06/20/2013	Printed	9999999298	ARLENE SCHNELLER	REIMBURSEMENT OF LABOR-DAP	60.00
126858	06/20/2013	Printed	0000095000	ASPIRUS GRAND VIEW HOSPITAL	SERVICES	1,993.00
126860	06/20/2013	Printed	0000008100	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	763.82
126861	06/20/2013	Printed	9999991624	ANN MARIE BACISTE	LABOR - DAP	40.00
126862	06/20/2013	Printed	0000011508	BEN MEADOWS COMPANY, INC	FLAGS-GREEN SEWER	34.00
126863	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0000	2,010.17
126864	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0001	1,965.83
126865	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0002	2,817.22
126866	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0004	26,745.33
126867	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0005	4,745.68
126869	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0006	20,223.29
126870	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0007	6,925.39
126871	06/20/2013	Printed	0000060025	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION JULY 2013-0008	1,058.84
126872	06/20/2013	Printed	0000014450	BREATHING AIR SYSTEMS	MAINT RENEWAL-PSD	457.00
126873	06/20/2013	Printed	0000018039	RANDY L CARR	VELIN BLDG CUSTODIAL SERVICE	198.81
126874	06/20/2013	Printed	0000019300	CHARTER COMMUNICATIONS	PHONE & INTERNET - LIBRARY	624.51
126875	06/20/2013	Printed	0000036950	THE COMPUTER DOCTORS	COMPUTER SERVICES	1,473.00
126876	06/20/2013	Printed	0000123001	THE DAILY GLOBE	ADVERTISING - LIBRARY	464.25
126877	06/20/2013	Printed	0000168025	DENNIS HENNOT	TRAVEL EXPENSES	237.00
126878	06/20/2013	Printed	0000058000	EL-COM SERVICES INC	SERVICE AGREEMENT	185.00
126879	06/20/2013	Printed	0000077000	G.T.C. AUTO PARTS INC	TAPE - PSD	18.00
126880	06/20/2013	Printed	0000069400	GALE, A PART OF	BOOKS LIBRARY	221.52
126881	06/20/2013	Printed	0000080000	GIOVANNI TRUE VALUE HWWR	ELECTRICAL BID-PSD BLDG	1,350.00
126882	06/20/2013	Printed	0000371000	HD SUPPLY WATERWORKS	VALVE BOX RISERS	684.78
126883	06/20/2013	Printed	0000110825	HOLIDAY FLEET-CREDIT OFFICE	GAS USAGE	6,447.01
126884	06/20/2013	Printed	0000120000	IRON COUNTY MINER	600 COPIES - LIBRARY	144.00
126885	06/20/2013	Printed	0000130000	IRONWOOD WATER & SEWER UTIL	EPA LAKK-EYD-09	84.40
126886	06/20/2013	Printed	0000062730	JOHN DEERE FINANCIAL	MAINT SUPPLIES - PUMP STN	61.00
126887	06/20/2013	Printed	0000162200	LIFELOC TECHNOLOGIES, INC	MOUTHPIECES - PSD	66.00
126888	06/20/2013	Printed	9999991625	TRACY MASKEWIT	REFUND CR BAL BUND-415-02	9.19
126889	06/20/2013	Printed	0000210500	MICRO MARKETING ASSOCIATES	AUDIO VISUAL - LIBRARY	266.01

CHECK REGISTER REPORT

JUNE

Date: 07/19/2013

Time: 8:09am

Page: 3

City of Ironwood

BANK: RIVER VALLEY STATE BANK

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
126890	06/20/2013	Printed	0000198000	MIDWEST COLLABORATIVE FOR LIBR	MEMBERSHIP - LIBRARY	1,444.35
126891	06/20/2013	Printed	0000310000	ROVINSKY & CO	BOLT FOR FLOW-PUMP STN	36.61
126892	06/20/2013	Printed	9999991117	PEG SANDIN	REIMBURSEMENT OF LABOR-DAP	202.60
126893	06/20/2013	Printed	0000325530	SNOW RIDGE LUMBER, INC	ROUGH LUMBER-SANDBAG-FLOODING	225.00
126894	06/20/2013	Printed	9999991623	STANCZAK PAINTING & PRESSURE	LABOR - DAP	525.00
126895	06/20/2013	Printed	0000331250	STOFFEL'S COUNTRY STORE	16' GATE - BUMP STN	109.99
126896	06/20/2013	Printed	0000339450	SUPERIORLAND LIBRARY	DATABASE SUBSCRIPTION-LIBRARY	787.50
126897	06/20/2013	Printed	0000348000	TRI-STATE BUSINESS SYSTEMS INC	OFFICE SUPPLIES - LIBRARY	275.34
126898	06/20/2013	Printed	0000353003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	53.70
126899	06/20/2013	Printed	0000368000	VOLUNTEER FIRE DEPT	REIMBURSEMENT-MAY	675.00
126900	06/20/2013	Printed	0000381600	WELLS FARGO EQUIPMENT FINANCE	CASE LOADER PAYMENT	2,487.37
126901	06/20/2013	Printed	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
126902	06/20/2013	Printed	9999991622	JANIE WILLIAMS	REIMBURSEMENT OF SUPPLIES-DAP	52.72
126903	06/20/2013	Printed	0000266000	XCEL ENERGY	POWER - CIVIC CENTER	7,389.32
126904	06/21/2013	Printed	0000287000	POSTMASTER	UB CYCLE C POSTAGE	186.67
126905	06/27/2013	Printed	0000310600	SAARI'S LAWN SERVICE & BLOWING	LAWN SERVICE - CEMETERY	4,409.59
126906	06/27/2013	Printed	0000287000	POSTMASTER	UB CYCLE D POSTAGE	196.98
126907	06/28/2013	Printed	0000287000	POSTMASTER	SUMMER TAX BILL POSTAGE	1,747.59
126908	06/28/2013	Printed	0000108025	DENNIS HEWITT	MILEAGE REIMBURSEMENT-JUNE	79.10
126909	06/28/2013	Printed	0000007900	AYRES ASSOCIATES, INC	2012 ROUTINE BRIDGE INSPECTION	1,000.00
					Total Checks:	156
					Bank Total:	436,046.01
					Total Checks:	156
					Grand Total:	436,046.01

Change Order

No. 2

Date of Issuance: 7/22/13

Effective Date: 7/22/13

Project: Depot Park Project – Phase II	Owner: City of Ironwood	Owner's Contract No.:
Contract: Depot Park Project –Phase II		Date of Contract: May 9, 2013
Contractor: Angelo Luppino, Inc.		Engineer's Project No.: 12113

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

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

Attachments (list documents supporting change):

Attachment No. 1 – Reason/Description of Changes

Attachment No. 2 – Revised Bid Schedule

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 331,613.53

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

\$ 68,062.23

Contract Price prior to this Change Order:

\$ 263,551.30

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

\$ 1.17

Contract Price incorporating this Change Order:

\$ 263,550.13

Original Contract Times: Working days Calendar days

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

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

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

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

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

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

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

Substantial completion (days or date): 0

Ready for final payment (days or date): 28

Contract Times with all approved Change Orders:

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

Ready for final payment (days or date): July 27, 2013

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

Attachment No. 1

Reason/Description of Changes

Item No. 1 – Pavement Removal – Add 107.1sy to meet actual quantity used.

Item No. 2 – Sidewalk Removal – Add 406.3sf to meet actual quantity used.

Item No. 3 – Curb and Gutter Removal – Add 373.0lf to meet actual quantity used.

Item No. 9 – Parking Lots – Add 348.1sf to meet actual quantity placed.

Item No. 10 – Trail Construction – Reduce 78.0lf to meet actual quantity placed.

Item No. 17 – Park Signage – Reduce 17.4sf to meet actual quantity placed.

Item No. 18 – Sidewalk, Concrete, 4-Inch – Reduce 211.1sf to meet actual quantity placed.

Item No. 19 – Curb and Gutter – Add 19.0lf to meet actual quantity placed.

Item No. 20 – Detectable Warning Surface – Reduce 16.0sf to meet actual quantity placed.

Item No. 23 – Parking Bumper – Add 15ea to create barrier between parking lots and trails.

Item No. 24 – Saw Cutting – Add 131lf to meet actual quantity used.

Net change of this change order will reduce the contract amount by \$1.17.

Final completion date was increased by 28 days because of the wait on the light poles called for in the plans.

Depot Park Project - Phase II
City of Ironwood

Item No.	Description	Unit	REVISED CONTRACT AMOUNT (Through C.O. #1)			Change Order #2		REVISED CONTRACT AMOUNT (Through C.O. #2)		
			Quantity	Unit Price	Extension	Qty	Extension	Quantity	Unit Price	Extension
1	Pavt, Rem	SY	1750	\$ 1.12	\$ 1,960.00	107.1	\$ 119.90	1857.1	\$ 1.12	\$ 2,079.90
2	Sidewalk, Rem	SF	2000	\$ 0.44	\$ 880.00	406.3	\$ 178.75	2406.3	\$ 0.44	\$ 1,058.75
3	Curb and Gutter, Rem	LF	140	\$ 2.50	\$ 350.00	373.0	\$ 932.50	513.0	\$ 2.50	\$ 1,282.50
4	Complete Pavilion	L Sum	1	\$ 141,849.00	\$ 141,849.00	0.0	\$ -	1.0	\$ 141,849.00	\$ 141,849.00
5	Water and Sewer Services	L Sum	0	\$ 6,637.00	\$ -	0.0	\$ -	0.0	\$ 6,637.00	\$ -
6	Pavilion Awnings	L Sum	0	\$ 20,558.00	\$ -	0.0	\$ -	0.0	\$ 20,558.00	\$ -
7	Pavilion Awning Concrete	SF	3450	\$ 3.70	\$ 12,765.00	0.0	\$ -	3450.0	\$ 3.70	\$ 12,765.00
8	Park Lighting	L Sum	1	\$ 25,179.00	\$ 25,179.00	0.0	\$ -	1.0	\$ 25,179.00	\$ 25,179.00
9	Parking Lots	SF	8900	\$ 2.67	\$ 23,763.00	348.0	\$ 929.16	9248.0	\$ 2.67	\$ 24,692.16
10	Trail Construction	LF	1530	\$ 19.13	\$ 29,268.90	-78.0	\$ (1,492.14)	1452.0	\$ 19.13	\$ 27,776.76
11	Trash Receptacles	Each	1	\$ 987.84	\$ 987.84	0.0	\$ -	1.0	\$ 987.84	\$ 987.84
12	Recycling Receptacles	Each	1	\$ 935.34	\$ 935.34	0.0	\$ -	1.0	\$ 935.34	\$ 935.34
13	Benches	Each	1	\$ 1,113.84	\$ 1,113.84	0.0	\$ -	1.0	\$ 1,113.84	\$ 1,113.84
14	Bike Racks	Each	1	\$ 252.84	\$ 252.84	0.0	\$ -	1.0	\$ 252.84	\$ 252.84
15	Picnic Tables	Each	6	\$ 945.99	\$ 5,675.94	0.0	\$ -	6.0	\$ 945.99	\$ 5,675.94
16	Picnic Table - Handicap Accessible	Each	1	\$ 851.49	\$ 851.49	0.0	\$ -	1.0	\$ 851.49	\$ 851.49
17	Park Signage	SF	37	\$ 45.15	\$ 1,670.55	-17.4	\$ (785.61)	19.6	\$ 45.15	\$ 884.94
18	Sidewalk, Conc, 4 Inch	SF	1670	\$ 3.50	\$ 5,845.00	-211.1	\$ (738.85)	1458.9	\$ 3.50	\$ 5,106.15
19	Curb&Gutter, Conc, Detail "Match Ex"	LF	220	\$ 25.00	\$ 5,500.00	19.0	\$ 475.00	239.0	\$ 25.00	\$ 5,975.00
20	Detectable Warning Surface	SF	92	\$ 28.93	\$ 2,661.56	-16.0	\$ (462.88)	76.0	\$ 28.93	\$ 2,198.68
21	Kiosk	L Sum	1	\$ 2,042.00	\$ 2,042.00	0.0	\$ -	1.0	\$ 2,042.00	\$ 2,042.00
22	Playground Equipment Allowance	Dol	-	\$ 1.00	\$ -	0.0	\$ -	0.0	\$ 1.00	\$ -
23	Parking Bumper	Each	-	\$ 30.00	\$ -	15.0	\$ 450.00	15.0	\$ 30.00	\$ 450.00
24	Saw Cutting	LF	-	\$ 3.00	\$ -	131.0	\$ 393.00	131.0	\$ 3.00	\$ 393.00
TOTAL					\$ 263,551.30		\$ (1.17)			\$ 263,550.13

Change Order

No. 4

Date of Issuance: 7/16/13

Effective Date: 7/16/13

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

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

Description: Project Items

Attachments (list documents supporting change):

Attachment No. 1 – Reason / Description of Changes

Attachment No. 2 – Revised Schedule of Bid Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$986,917.66

[Increase] [~~Decrease~~] from previously approved
Change Orders No. 1 to No. 3:

\$ 10,677.91

Contract Price prior to this Change Order:

\$997,595.57

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

\$12,425.13

Contract Price incorporating this Change Order:

\$1,010,020.70

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

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

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

[Increase] [~~Decrease~~] from previously approved Change Orders
No. 1 to No. 3:

Substantial completion (days): 15

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

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

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

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

Substantial completion (days or date): N/A

Ready for final payment (days or date): 7/3/2013

Contract Times with all approved Change Orders:

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

Ready for final payment (days or date): 7/3/2013

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Attachment No. 1 – Reason / Description of Changes

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

Item No. 28 – 4-foot Dia. Dan Sew Manhole & Cover	-18.09 VF
Item No. 41 – Clean & CCTV San Sew Lines	-142 LF
Item No. 44 – R & R 6” Concrete Driveway	-232.2 SF
Item No. 49 – HMA Curb	-307 LF
Item No. 50 – HMA (Leveling Course, 220#/syd)	1505.97 SY
Item No. 51 – HMA (Surface Course, 165#/syd)	102.62 SY
Item No. 60 – Remove & Replace 22A Gravel	417.0 SY
Item No. 65 – Remove and Prepare HMA	1011.3 SY

Net change of the above listed items is \$12,425.13.

City of Ironwood
West Ayer Neighborhood Project

		Revised Contract Amount (Through 1/14/2013; CO #3)				Change Order #4		Revised Contract Amount (Through CO #4)		
ITEM	Description	UNIT	QUANTITY	UNIT PRICE	Extension	Qty	Extension	QUANTITY	UNIT PRICE	EXTENSION
Water System Upgrades										
1	6-inch Watermain	LF	664.5	\$ 34.00	\$ 22,593.00	0	\$ -	664.5	\$ 34.00	\$ 22,593.00
2	8-inch Watermain	LF	3,525.5	\$ 38.00	\$ 133,969.00	0	\$ -	3,525.5	\$ 38.00	\$ 133,969.00
3	6-inch Gate Valve and Box	EA	2	\$ 1,100.00	\$ 2,200.00	0	\$ -	2	\$ 1,100.00	\$ 2,200.00
4	8-inch Gate Valve and Box	EA	13	\$ 1,380.00	\$ 17,940.00	0	\$ -	13	\$ 1,380.00	\$ 17,940.00
5	6" x 6" x 6" Tee	EA	1	\$ 300.00	\$ 300.00	0	\$ -	1	\$ 300.00	\$ 300.00
6	8" x 8" x 8" Tee	EA	6	\$ 345.00	\$ 2,070.00	0	\$ -	6	\$ 345.00	\$ 2,070.00
7	8" x 8" x 6" Tee	EA	9	\$ 315.00	\$ 2,835.00	0	\$ -	9	\$ 315.00	\$ 2,835.00
8	8" x 4" Reducer	EA	1	\$ 180.00	\$ 180.00	0	\$ -	1	\$ 180.00	\$ 180.00
9	8" x 6" Reducer	EA	1	\$ 200.00	\$ 200.00	0	\$ -	1	\$ 200.00	\$ 200.00
10	6-inch Cap/Plug	EA	1	\$ 145.00	\$ 145.00	0	\$ -	1	\$ 145.00	\$ 145.00
10.1	8-inch Cap/Plug	EA	1	\$ 190.00	\$ 190.00	0	\$ -	1	\$ 190.00	\$ 190.00
11	6-inch Bend	EA	2	\$ 190.00	\$ 380.00	0	\$ -	2	\$ 190.00	\$ 380.00
12	8-inch Bend	EA	13	\$ 240.00	\$ 3,120.00	0	\$ -	13	\$ 240.00	\$ 3,120.00
13	1-inch Corporation Stop	EA	54	\$ 120.00	\$ 6,480.00	0	\$ -	54	\$ 120.00	\$ 6,480.00
14	1-inch Curb Stop and Box	EA	54	\$ 180.00	\$ 9,720.00	0	\$ -	54	\$ 180.00	\$ 9,720.00
15	1-inch Type K Copper Water Service	LF	1,913.5	\$ 25.00	\$ 47,837.50	0	\$ -	1,913.5	\$ 25.00	\$ 47,837.50
16	Fire Hydrant Assembly	EA	11	\$ 3,800.00	\$ 41,800.00	0	\$ -	11	\$ 3,800.00	\$ 41,800.00
17	Remove Ext Fire Hydrant Ass.	EA	3	\$ 250.00	\$ 750.00	0	\$ -	3	\$ 250.00	\$ 750.00
18	Connect Ext 2" to New 8" WM	EA	1	\$ 1,450.00	\$ 1,450.00	0	\$ -	1	\$ 1,450.00	\$ 1,450.00
18.1	Water Service Replumbing	LS	1	\$ 185.00	\$ 185.00	0	\$ -	1	\$ 185.00	\$ 185.00
19	Connect to Ext 4" WM	EA	1	\$ 900.00	\$ 900.00	0	\$ -	1	\$ 900.00	\$ 900.00
20	Connect to Ext 6" WM	EA	2	\$ 1,050.00	\$ 2,100.00	0	\$ -	2	\$ 1,050.00	\$ 2,100.00
21	Connect to Ext 8" WM	EA	1	\$ 1,200.00	\$ 1,200.00	0	\$ -	1	\$ 1,200.00	\$ 1,200.00
22	Rock Excavation	CY	19.88	\$ 80.00	\$ 1,590.40	0	\$ -	19.88	\$ 80.00	\$ 1,590.40
23	Special Backfill	CY	63.8	\$ 9.00	\$ 574.20	0	\$ -	63.8	\$ 9.00	\$ 574.20
24	Stone Refill (MDOT 6A)	CY	2.1	\$ 15.00	\$ 31.50	0	\$ -	2.1	\$ 15.00	\$ 31.50
25	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	0	\$ -	1	\$ 1,500.00	\$ 1,500.00
26	Utility Exploration	EA	4	\$ 120.00	\$ 480.00	0	\$ -	4	\$ 120.00	\$ 480.00
26.1	Tyton & MJ Gaskets	LS	1	\$ 4,376.96	\$ 4,376.96	0	\$ -	1	\$ 4,376.96	\$ 4,376.96
<i>Water System Upgrade Subtotal</i>				\$	307,097.56	\$	-	\$	307,097.56	
Sanitary Sewer System Upgrades										
27	8-inch SDR 35 PVC Gravity Sewer	LF	3,808	\$ 29.50	\$ 112,336.00	0	\$ -	3,808	\$ 29.50	\$ 112,336.00
28	4-foot Dia. San Sew Manhole & Cover	VF	154	\$ 305.00	\$ 46,970.00	-18.09	\$ (5,517.45)	135.91	\$ 305.00	\$ 41,452.55
29	Drop Manhole Connection	EA	1	\$ 3,000.00	\$ 3,000.00	0	\$ -	1	\$ 3,000.00	\$ 3,000.00
30	Rebuild Ext Manhole Chimney	EA	3	\$ 600.00	\$ 1,800.00	0	\$ -	3	\$ 600.00	\$ 1,800.00
31	Connect to Existing Sew Main	EA	4	\$ 400.00	\$ 1,600.00	0	\$ -	4	\$ 400.00	\$ 1,600.00
32	6" SDR 35 PVC Sewer Lateral	LF	1,615	\$ 24.75	\$ 39,971.25	0	\$ -	1,615	\$ 24.75	\$ 39,971.25
33	Connect to Ext Sewer Lateral	EA	53	\$ 110.00	\$ 5,830.00	0	\$ -	53	\$ 110.00	\$ 5,830.00
34	6" x 8" Sanitary Sewer Wye	EA	56	\$ 110.00	\$ 6,160.00	0	\$ -	56	\$ 110.00	\$ 6,160.00
35	San Sew Lateral Cleanout	EA	1	\$ 250.00	\$ 250.00	0	\$ -	1	\$ 250.00	\$ 250.00
36	Rock Excavation	CY	40.7	\$ 80.00	\$ 3,256.00	0	\$ -	40.7	\$ 80.00	\$ 3,256.00
37	Special Backfill	CY	63.8	\$ 9.00	\$ 574.20	0	\$ -	63.8	\$ 9.00	\$ 574.20
38	Stone Refill (MDOT 6A)	CY	14.5	\$ 22.00	\$ 319.00	0	\$ -	14.5	\$ 22.00	\$ 319.00
39	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	0	\$ -	1	\$ 1,500.00	\$ 1,500.00
40	Utility Exploration	EA	3	\$ 120.00	\$ 360.00	0	\$ -	3	\$ 120.00	\$ 360.00
41	Clean & CCTV San Sew Lines	LF	3,808	\$ 2.00	\$ 7,616.00	-142	\$ (284.40)	3,666.8	\$ 2.00	\$ 7,331.60
41.1	Mainline Work by EPA Site	LS	1	\$ 3,000.00	\$ 3,000.00	0	\$ -	1	\$ 3,000.00	\$ 3,000.00
<i>Sanitary Sewer System Upgrade Subtotal</i>				\$	234,542.45	\$	(5,801.85)	\$	228,740.60	
Restoration										
42	R & R 4" Concrete Sidewalk	SF	3,893	\$ 5.35	\$ 20,825.68	0	\$ -	3,893	\$ 5.35	\$ 20,825.68
43	R & R 6" Concrete Sidewalk	SF	355.75	\$ 6.50	\$ 2,312.38	0	\$ -	356	\$ 6.50	\$ 2,312.38
44	Install ADA Sidewalk Ramp	EA	6	\$ 400.00	\$ 2,400.00	0	\$ -	6	\$ 400.00	\$ 2,400.00
45	R & R 6" Concrete Driveway	SF	650	\$ 6.00	\$ 3,900.00	-232.2	\$ (1,393.20)	417.8	\$ 6.00	\$ 2,506.80
46	Curb and Gutter, Rem	LF	1,551	\$ 2.75	\$ 4,265.25	0	\$ -	1,551	\$ 2.75	\$ 4,265.25
47	Curb and Gutter, Conc, Det C2	LF	1,551	\$ 16.50	\$ 25,591.50	0	\$ -	1,551	\$ 16.50	\$ 25,591.50
48	Curb and Gutter, Conc, Det D2	LF	228.5	\$ 26.00	\$ 5,941.00	0	\$ -	229	\$ 26.00	\$ 5,941.00
49	HMA Curb	LF	1,930	\$ 3.00	\$ 5,790.00	-307	\$ (921.00)	1,623	\$ 3.00	\$ 4,869.00
50	HMA (Leveling Course, 220#/syd)	SY	13,173	\$ 7.26	\$ 95,635.98	1505.97	\$ 10,933.34	14,678.97	\$ 7.26	\$ 106,569.32
51	HMA (Surface Course, 165#/syd)	SY	13,058	\$ 5.26	\$ 68,685.08	101.62	\$ 534.52	13,159.62	\$ 5.26	\$ 69,219.60
52	Remove Existing Culvert	EA	2	\$ 150.00	\$ 300.00	0	\$ -	2	\$ 150.00	\$ 300.00
53	Underdrain, Subgrade, 4 inch	LF	0	\$ 4.00	\$ -	0	\$ -	0	\$ 4.00	\$ -
54	12-inch HDPE Culvert	LF	437	\$ 19.00	\$ 8,303.00	0	\$ -	437	\$ 19.00	\$ 8,303.00
55	18-inch HDPE Culvert	LF	181	\$ 27.00	\$ 4,887.00	0	\$ -	181	\$ 27.00	\$ 4,887.00
56	24-inch HDPE Culvert	LF	515	\$ 46.00	\$ 23,690.00	0	\$ -	515	\$ 46.00	\$ 23,690.00
57	Storm Sewer Catch Basin	EA	8	\$ 800.00	\$ 6,400.00	0	\$ -	8	\$ 800.00	\$ 6,400.00
58	Storm Sewer Manhole 4' Dia.	EA	8	\$ 1,650.00	\$ 13,200.00	0	\$ -	8	\$ 1,650.00	\$ 13,200.00
59	Storm Sewer Manhole 5' Dia.	EA	0	\$ 2,100.00	\$ -	0	\$ -	0	\$ 2,100.00	\$ -
60	R & R 8" of MDOT, 22A Gravel	SY	14,680	\$ 7.45	\$ 109,366.00	417	\$ 3,106.65	15,097	\$ 7.45	\$ 112,472.65
61	Lawn Restoration (Topsoil, Fertilize, Seed and Mulch)	LS	1	\$ 42,000.00	\$ 42,000.00	0	\$ -	1	\$ 42,000.00	\$ 42,000.00
62	Riprap, heavy	SY	139.9	\$ 15.00	\$ 2,083.50	0	\$ -	139	\$ 15.00	\$ 2,083.50
63	Dust Palliative, Applied	T	0	\$ 800.00	\$ -	0	\$ -	0	\$ 800.00	\$ -
64	EBS Mine Rock Backfill	CY	262.3	\$ 18.00	\$ 4,721.40	0	\$ -	262	\$ 18.00	\$ 4,721.40
65	Remove and prepare HMA	SY	262	\$ 5.90	\$ 1,545.80	1011.3	\$ 5,966.67	1,273.3	\$ 5.90	\$ 7,512.47
66	Asphalt Flume @ C.B.	LS	1	\$ 890.00	\$ 890.00	0	\$ -	1	\$ 890.00	\$ 890.00
67	Remove Large Tree	EA	2	\$ 600.00	\$ 1,200.00	0	\$ -	2	\$ 600.00	\$ 1,200.00
68	Roadway Excavation by EPA	CY	337	\$ 6.00	\$ 2,022.00	0	\$ -	337	\$ 6.00	\$ 2,022.00
<i>Restoration Subtotal</i>				\$	455,955.56	\$	18,226.98	\$	474,182.54	
TOTAL:		\$			997,595.57	\$	12,425.13	\$	1,010,020.70	

Contractor's Application for Payment No.

6

Application Period: November 1, 2012 to July 1, 2013		Application Date: 7/10/2013	
To (Owner): City of Ironwood	From (Contractor): Ross Peterson Construction	Via (Engineer): Coleman Engineering Co.	
Project: W. Ayer Street Neighborhood Project		Contract:	
Owner's Contract No.: n/a	Contractor's Project No.:	Engineer's Project No.: 11390	

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1			1. ORIGINAL CONTRACT PRICE.....	\$ 986,917.66
2			2. Net change by Change Orders.....	\$ 23,103.04
3	\$11,462.95		3. Current Contract Price (Line 1 ± 2).....	\$ 1,010,020.70
4	\$12,425.13		4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ 1,010,020.70
			5. RETAINAGE:	
			a. 1% X \$1,010,020.70 Work Completed.....	\$ 10,100.21
			b. X Stored Material.....	0
			c. Total Retainage (Line 5a + Line 5b).....	\$ 10,100.21
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 999,920.49
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 846,609.44
			8. AMOUNT DUE THIS APPLICATION.....	\$ 153,311.05
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 10,100.21
TOTALS	\$23,888.08	-\$785.04		
NET CHANGE BY CHANGE ORDERS	\$23,103.04			

Contractor's Certification

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

By: _____ Date: _____

Payment of: \$ 153,311.05
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 153,311.05
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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

City of Ironwood - West Ayer Neighborhood Project

CEC Project No. 11390

Pay Request No. 6

		West Ayer St Project			
No.	Item	Water Portion	Sewer Portion	Restoration Portion	Contract Total
1	Original Contract	\$304,782.00	\$245,015.50	\$437,120.16	\$986,917.66
2	Change Orders	\$2,315.56	-\$16,274.90	\$37,062.38	\$23,103.04
3	Revised Contract	\$307,097.56	\$228,740.60	\$474,182.54	\$1,010,020.70
4	Work Completed	\$307,097.56	\$228,740.60	\$474,182.54	\$1,010,020.70
7	Retainage (1%)	\$3,070.98	\$2,287.41	\$4,741.83	\$10,100.21
8	Previous Payments	\$291,030.18	\$206,768.64	\$348,810.62	\$846,609.44
9	Amount Due	\$12,996.40	\$19,684.55	\$120,630.10	\$153,311.05

City of Ironwood
West Ayer Neighborhood Project

		Revised Contract Amount (Through CO #4)				Completed For Payment		
ITEM	Description	UNIT	QUANTITY	UNIT PRICE	Extension	Quantity To Date	Extension	Percent Complete
Water System Upgrades								
1	6-inch Watermain	LF	664.5	\$ 34.00	\$ 22,593.00	664.5	\$ 22,593.00	100.0%
2	8-inch Watermain	LF	3,525.5	\$ 38.00	\$ 133,969.00	3525.5	\$ 133,969.00	100.0%
3	6-inch Gate Valve and Box	EA	2	\$ 1,100.00	\$ 2,200.00	2	\$ 2,200.00	100.0%
4	8-inch Gate Valve and Box	EA	13	\$ 1,380.00	\$ 17,940.00	13	\$ 17,940.00	100.0%
5	6" x 6" x 6" Tee	EA	1	\$ 300.00	\$ 300.00	1	\$ 300.00	100.0%
6	8" x 8" x 8" Tee	EA	6	\$ 345.00	\$ 2,070.00	6	\$ 2,070.00	100.0%
7	8" x 8" x 6" Tee	EA	9	\$ 315.00	\$ 2,835.00	9	\$ 2,835.00	100.0%
8	8" x 4" Reducer	EA	1	\$ 180.00	\$ 180.00	1	\$ 180.00	100.0%
9	8" x 6" Reducer	EA	1	\$ 200.00	\$ 200.00	1	\$ 200.00	100.0%
10	6-inch Cap/Plug	EA	1	\$ 145.00	\$ 145.00	1	\$ 145.00	100.0%
10.1	8-inch Cap/Plug	EA	1	\$ 190.00	\$ 190.00	1	\$ 190.00	100.0%
11	6-inch Bend	EA	2	\$ 190.00	\$ 380.00	2	\$ 380.00	100.0%
12	8-inch Bend	EA	13	\$ 240.00	\$ 3,120.00	13	\$ 3,120.00	100.0%
13	1-inch Corporation Stop	EA	54	\$ 120.00	\$ 6,480.00	54	\$ 6,480.00	100.0%
14	1-inch Curb Stop and Box	EA	54	\$ 180.00	\$ 9,720.00	54	\$ 9,720.00	100.0%
15	1-inch Type K Copper Water Service	LF	1,913.5	\$ 25.00	\$ 47,837.50	1913.5	\$ 47,837.50	100.0%
16	Fire Hydrant Assembly	EA	11	\$ 3,800.00	\$ 41,800.00	11	\$ 41,800.00	100.0%
17	Remove Ext Fire Hydrant Ass.	EA	3	\$ 250.00	\$ 750.00	3	\$ 750.00	100.0%
18	Connect Ext 2" to New 8" WM	EA	1	\$ 1,450.00	\$ 1,450.00	1	\$ 1,450.00	100.0%
18.1	Water Service Replumbing	LS	1	\$ 185.00	\$ 185.00	1	\$ 185.00	100.0%
19	Connect to Ext 4" WM	EA	1	\$ 900.00	\$ 900.00	1	\$ 900.00	100.0%
20	Connect to Ext 6" WM	EA	2	\$ 1,050.00	\$ 2,100.00	2	\$ 2,100.00	100.0%
21	Connect to Ext 8" WM	EA	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	100.0%
22	Rock Excavation	CY	19.88	\$ 80.00	\$ 1,590.40	19.88	\$ 1,590.40	100.0%
23	Special Backfill	CY	63.8	\$ 9.00	\$ 574.20	63.8	\$ 574.20	100.0%
24	Stone Refill (MDOT 6A)	CY	2.1	\$ 15.00	\$ 31.50	2.1	\$ 31.50	100.0%
25	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	100.0%
26	Utility Exploration	EA	4	\$ 120.00	\$ 480.00	4	\$ 480.00	100.0%
26.1	Tyton & MJ Gaskets	LS	1	\$ 4,376.96	\$ 4,376.96	1	\$ 4,376.96	100.0%
Water System Upgrade Subtotal					\$ 307,097.56	\$	307,097.56	
Sanitary Sewer System Upgrades								
27	8-inch SDR 35 PVC Gravity Sewer	LF	3,808	\$ 29.50	\$ 112,336.00	3808	\$ 112,336.00	100.0%
28	4-foot Dia. San Sew Manhole & Cover	VF	135.91	\$ 305.00	\$ 41,452.55	135.91	\$ 41,452.55	100.0%
29	Drop Manhole Connection	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	100.0%
30	Rebuild Ext Manhole Chimney	EA	3	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00	100.0%
31	Connect to Existing Sew Main	EA	4	\$ 400.00	\$ 1,600.00	4	\$ 1,600.00	100.0%
32	6" SDR 35 PVC Sewer Lateral	LF	1,615	\$ 24.75	\$ 39,971.25	1615	\$ 39,971.25	100.0%
33	Connect to Ext Sewer Lateral	EA	53	\$ 110.00	\$ 5,830.00	53	\$ 5,830.00	100.0%
34	6" x 8" Sanitary Sewer Wye	EA	56	\$ 110.00	\$ 6,160.00	56	\$ 6,160.00	100.0%
35	San Sew Lateral Cleanout	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00	100.0%
36	Rock Excavation	CY	40.7	\$ 80.00	\$ 3,256.00	40.7	\$ 3,256.00	100.0%
37	Special Backfill	CY	63.8	\$ 9.00	\$ 574.20	63.8	\$ 574.20	100.0%
38	Stone Refill (MDOT 6A)	CY	14.5	\$ 22.00	\$ 319.00	14.5	\$ 319.00	100.0%
39	Erosion Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	100.0%
40	Utility Exploration	EA	3	\$ 120.00	\$ 360.00	3	\$ 360.00	100.0%
41	Clean & CCTV San Sew Lines	LF	3,666	\$ 2.00	\$ 7,331.60	3666.8	\$ 7,331.60	100.0%
41.1	Mainline Work by EPA Site	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	100.0%
Sanitary Sewer System Upgrade Subtotal					\$ 228,740.60	\$	228,740.60	
Restoration								
42	R & R 4" Concrete Sidewalk	SF	3,893	\$ 5.35	\$ 20,825.68	3892.65	\$ 20,825.68	100.0%
43	R & R 6" Concrete Sidewalk	SF	355.75	\$ 6.50	\$ 2,312.38	355.75	\$ 2,312.38	100.0%
44	Install ADA Sidewalk Ramp	EA	6	\$ 400.00	\$ 2,400.00	6	\$ 2,400.00	100.0%
45	R & R 6" Concrete Driveway	SF	417.8	\$ 6.00	\$ 2,506.80	417.8	\$ 2,506.80	100.0%
46	Curb and Gutter, Rem	LF	1,551	\$ 2.75	\$ 4,265.25	1551	\$ 4,265.25	100.0%
47	Curb and Gutter, Conc, Det C2	LF	1,551	\$ 16.50	\$ 25,591.50	1551	\$ 25,591.50	100.0%
48	Curb and Gutter, Conc, Det D2	LF	228.5	\$ 26.00	\$ 5,941.00	228.5	\$ 5,941.00	100.0%
49	HMA Curb	LF	1,623	\$ 3.00	\$ 4,869.00	1623	\$ 4,869.00	100.0%
50	HMA (Leveling Course, 220#/syd)	SY	14,679	\$ 7.26	\$ 106,569.32	14678.97	\$ 106,569.32	100.0%
51	HMA (Surface Course, 165#/syd)	SY	13,159.62	\$ 5.26	\$ 69,219.60	13159.62	\$ 69,219.60	100.0%
52	Remove Existing Culvert	EA	2	\$ 150.00	\$ 300.00	2	\$ 300.00	100.0%
53	Underdrain, Subgrade, 4 inch	LF	0	\$ 4.00	\$ -	0	\$ -	100.0%
54	12-inch HDPE Culvert	LF	437	\$ 19.00	\$ 8,303.00	437	\$ 8,303.00	100.0%
55	18-inch HDPE Culvert	LF	181	\$ 27.00	\$ 4,887.00	181	\$ 4,887.00	100.0%
56	24-inch HDPE Culvert	LF	515	\$ 46.00	\$ 23,690.00	515	\$ 23,690.00	100.0%
57	Storm Sewer Catch Basin	EA	8	\$ 800.00	\$ 6,400.00	8	\$ 6,400.00	100.0%
58	Storm Sewer Manhole 4' Dia.	EA	8	\$ 1,650.00	\$ 13,200.00	8	\$ 13,200.00	100.0%
59	Storm Sewer Manhole 5' Dia.	EA	0	\$ 2,100.00	\$ -	0	\$ -	100.0%
60	R & R 8" of MDOT, 22A Gravel	SY	15,097	\$ 7.45	\$ 112,472.65	15097	\$ 112,472.65	100.0%
61	Lawn Restoration (Topsoil, Fertilize, Seed and Mulch)	LS	1	\$ 42,000.00	\$ 42,000.00	1	\$ 42,000.00	100.0%
62	Riprap, heavy	SY	138.9	\$ 15.00	\$ 2,083.50	138.9	\$ 2,083.50	100.0%
63	Dust Palliative, Applied	T	0	\$ 800.00	\$ -	0	\$ -	100.0%
64	EBS Mine Rock Backfill	CY	262.3	\$ 18.00	\$ 4,721.40	262.3	\$ 4,721.40	100.0%
65	Remove and prepare HMA	SY	1273.3	\$ 5.90	\$ 7,512.47	1273.3	\$ 7,512.47	100.0%
66	Asphalt Flume @ C.B.	LS	1	\$ 890.00	\$ 890.00	1	\$ 890.00	100.0%
67	Remove Large Tree	EA	2	\$ 600.00	\$ 1,200.00	2	\$ 1,200.00	100.0%
68	Roadway Excavation by EPA	CY	337	\$ 6.00	\$ 2,022.00	337	\$ 2,022.00	100.0%
Restoration Subtotal					\$ 474,182.54	\$	474,182.54	
TOTAL:					\$ 1,010,020.70	\$	1,010,020.70	

GRANT OF OPTION

The City of Ironwood, hereinafter referred to as "Seller", hereby grants to Northern States Power Company, a Wisconsin corporation, d/b/a/ Xcel Energy, hereinafter referred to as "Buyer", an option to purchase a parcel of land situated in the SE ¼ NE ¼ of Section 23, Township 47N, Range 47W, City of Ironwood, Gogebic County, Michigan, tax parcel number 27-52-23-276-010 containing an area of approximately 1.35 acres (hereinafter referred to as the "Property"). The purchase price of the Property shall be \$ 3,000 per acre ("Purchase Price") with the exact boundaries and area of the Property to be determined by a registered survey, which will be made at the Buyer's expense. The terms and conditions of this option to purchase are as follows:

The approximate location of the property is more fully described on attached Exhibit "A".

If Buyer exercises its option to purchase hereunder (the "Option"), the purchase price for the Property shall be paid in cash at Closing, as hereinafter defined.

TIME IS OF THE ESSENCE AS TO: THE EXERCISE OF THIS OPTION, LEGAL POSSESSION, OCCUPANCY AND DATE OF CLOSING.

The Option price shall be \$500.00 ("Option Price"), payable by Buyer to Seller within 20 business days after Seller's execution of this Grant of Option. If the Option is exercised, the Option Price shall be a credit against the purchase price payable by Buyer at Closing.

Except as otherwise provided herein, the Option Price shall not be refundable to Buyer, except that Buyer shall be entitled to a full refund of the Option Price if:

- a) Seller is not able to furnish title evidence showing title to the Property to be as required by this Grant of Option; or
- b) Buyer determines that there are conditions existing that would after Closing subject Buyer to damages, penalties, injunctive relief, or cleanup costs under any Environmental Laws or that require or are likely to require cleanup, removal, remedial action, or other response pursuant to Environmental Laws by Buyer; or
- c) Seller breaches any term or condition of this Grant of Option.

If Buyer fails to exercise the Option, unless such failure was caused by one of the conditions described in subparagraphs a), b) or c) above, Seller shall be entitled to retain the option price as the consideration for entering into this Grant of Option.

As used herein, "Environmental Laws" means all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise related to the environmental or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

A survey of the Property shall be prepared at Buyer's expense, and a copy of same shall be delivered to Seller on or before the date that Buyer exercises the Option.

RETURN TO: DAWN SCHULTZ
XCEL ENERGY SITING & LAND RIGHTS DEPT
PO BOX 8
EAU CLAIRE WI 54702-0008

PIN: 27-52-23-276-010

Seller hereby grants Buyer, its employees, and agents the right to inspect the condition of the Property. Buyer may take soil samples, install test wells and perform such other tests as Buyer deems to be appropriate. Buyer shall take proper precautions to reasonably avoid injury to the Property and shall take reasonable steps to restore the Property to its previous condition upon completion of Buyer's inspection. Buyer waives any claim Buyer may have for damages resulting from any incident on or condition of the Property arising while Buyer has access to the Property prior to Closing. Any crop damage resulting from Buyer's inspections of the Property will be reimbursed to Seller at the current market value of the crop.

Buyer shall pay all real estate transfer taxes imposed as a result of a sale of the Property.

The Option must be exercised by means of a written notice from Buyer on or before September 1, 2013, by (a) the mailing of said notice by certified mail, return receipt requested, addressed to Seller or (b) by personal delivery of the said notice to Seller.

The Option may be extended until October 31, 2013, upon payment of \$500.00 in cash or by check to Seller on or before September 1, 2013, which shall not be refundable if this Option is not exercised, except as set forth above as to the Option Price. If this Option is exercised, said option extension fee shall be a credit against the purchase price payable by Buyer at Closing.

The purchase and sale contemplated hereunder is to be closed at Buyer's office or at the office of Buyer's attorneys within 30 days after the exercise of the option, or at such other time and place as may be agreed upon in writing by Buyer and Seller (the "Closing"). Buyer agrees that unless otherwise set forth herein, Buyer will pay all costs of Closing.

Included in the purchase price are such of the following items as may be on the Property on the date of this Grant of Option, which will be delivered free and clear of encumbrances: plants and shrubs and trees.

ITEMS NOT INCLUDED IN SALE: Other personal property of Seller.

Seller shall, upon payment by Buyer of the purchase price, convey marketable title to the Property to Buyer by warranty deed, free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities located adjacent to side and rear lot lines, recorded building and use restrictions and covenants, general taxes levied in the year of closing and special assessments, provided none of the foregoing prohibit Buyer's intended use of the Property.

Legal possession of Property shall be delivered to Buyer on date of Closing.

It is understood the Property is now occupied by Seller. Occupancy of the Property shall be given to Buyer on date of Closing.

Seller warrants (none) ~~(part)~~ ~~(all)~~ of the property is located in a flood plain. (Strike as applicable)

Seller warrants (none) ~~(part)~~ ~~(all)~~ of the property is located in a wetland. (Strike as applicable)

Seller represents that the Property is zoned I - Industrial.

Seller warrants that Seller has good and marketable title to the Property.

Seller warrants that all labor or material which have been furnished to the Property have been fully paid for or will be fully paid for prior to the Closing date so that no lien for labor or materials rendered can be asserted against the Property.

Seller warrants that

Seller warrants and represents to Buyer that Seller has no notice or knowledge of any:

- (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property.
- (b) government agency or court order requiring repair, alteration or correction of any existing condition of the Property.
- (c) structural or mechanical defects of material significance in the Property, including inadequacy for normal use of the mechanical systems and sanitary disposal systems, the presence of underground storage tanks, or the presence of

any conditions that would subject Seller to damages, penalties, injunctive relief, or cleanup costs under any Environmental Laws or that require or are likely to require cleanup, removal, remedial action, or other response pursuant to any Environmental Laws.

(d) wells on the Property.

(e) Actions in condemnation, eminent domain or public taking proceedings pending or contemplated against the Property.

The warranties and representations made herein are true as of the date of the granting of this Option. If any warranty or representation changes prior to the exercise of this Option, Seller must notify Buyer. The warranties and representations made herein survive the closing of this transaction and shall not merge into Seller's deed being delivered at Closing.

Interest, rents, and water and sewer use charges shall be prorated as of the date of closing. Accrued income and expenses, including taxes for the day of Closing, shall accrue to Seller. Seller shall pay Seller's attorneys fees.

General taxes shall be prorated at the time of Closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

All special assessments, if any, for work on site actually commenced or levied prior to date of this Grant of Option shall be paid by Seller.

Seller shall provide to Buyer at Buyer's expense not later than ten (10) days after the date of Buyer's exercise of the Option a commitment from a title insurance company licensed in Michigan to issue title insurance in the amount of the purchase price upon recording of the deed and conveyancing documents; showing title to the Property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition called for in this Grant of Option, and further subject only to liens which will be paid out of the proceeds of the Closing and standard title insurance exceptions. Buyer shall notify Seller in writing of any objection to title prior to the date of Closing. Seller shall have 30 days to remove the objections, and, at Buyer's sole option, Closing shall be extended as necessary for this purpose. If Seller shall fail to have such objections removed within that time, Buyer may, at its sole discretion, either (a) terminate this Grant of Option without any liability on its part and receive a return of the Earnest Money, or (b) withhold from the purchase price an amount reasonably required to remove the objections, or (c) take title subject to such objections. Seller agrees to use its best efforts to promptly satisfy any such objections.

Should Seller be unable to carry out this agreement by reason of a valid legal defect in title which Buyer is unwilling to waive, all money paid hereunder shall be returned to Buyer forthwith and this Grant of Option shall be void.

In the event the Property shall be damaged by fire and elements prior to time of Closing in an amount of not more than five percent of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the date of this Grant of Option. In the event that such damage shall exceed such sum, this Grant of Option may be canceled at option of Buyer. Should Buyer elect to carry out the Option despite such damage, Buyer shall be entitled to the insurance proceeds relating to such damage.

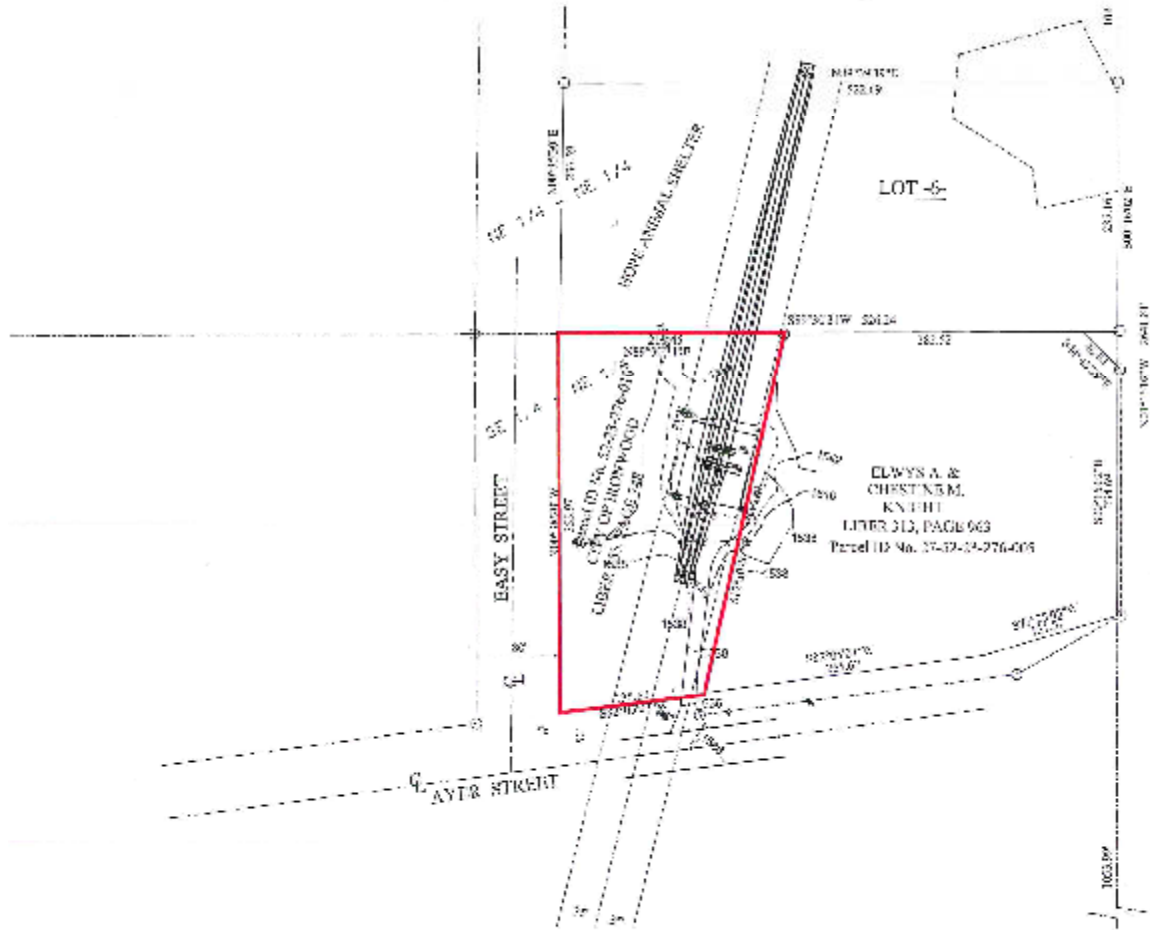
If Seller defaults in the performance of this agreement and Buyer cancels this agreement, the Option Price (plus any interest) and any extension fees paid to Seller as provided herein, shall be returned to Buyer. If Seller defaults in the performance of this agreement and Buyer does not cancel this agreement, Seller acknowledges the Property is unique and that money damages to Buyer in the event of default by Seller are inadequate. Accordingly, Buyer shall have the right, in addition to any other remedy available, to apply for and to receive from a court of competent jurisdiction equitable relief by way of restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms of this agreement, or by way of specific performance to enforce performance of the terms of this agreement or rescission. This right to equitable relief shall not be construed to be in lieu of or to preclude the right to seek a remedy at law.

The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either party, in its sole discretion may waive any right conferred upon such party by this Agreement; provided that such waiver shall only be made by giving the other party written notice specifically describing the right waived.

This agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Michigan and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in Michigan.

If for any reason any term or provision of this agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this agreement and the balance of this agreement shall remain in full

EXHIBIT "A"



EASEMENT FOR ELECTRIC (TRANSMISSION) LINE
(Michigan)

The Grantor(s), the City of Ironwood with offices at 213 S. Marquette Street, Ironwood, Michigan , 49938

WHEREAS, the Grantor(s), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **Northern States Power Company**, a Wisconsin corporation d/b/a Xcel Energy (herein referred to as “Xcel Energy” or “Grantee”), duly authorized to transact business in the States of Wisconsin and Michigan, with an office at 1414 W. Hamilton Avenue, Eau Claire, Wisconsin 54702-0002, its successors and assigns, the perpetual right, privilege, and easement to: survey, construct, install, mark, inspect, operate, repair, alter, relocate, reconstruct, replace, remove, and maintain its facilities including the necessary poles, wires, guys, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances (collectively referred to as “Facilities”) necessary for the purpose of conducting electric energy; light; and communication impulses, through, over, under, and across the following described lands, hereinafter called “Easement Area”, situated in the County of Gogebic, State of Michigan, to wit:

As per Exhibit “A” attached hereto and made a part hereof.

Together with the associated rights described above, Xcel Energy may: 1) erect reasonable signs for the purpose of monumenting boundaries of the Easement Area, 2) have reasonable ingress and egress for personnel, equipment, and vehicles to and from said Easement Area across the property of Grantor adjacent thereto, 3) trim, cut down, and remove all brush, tress, and overhanging branches now or hereafter existing on said Easement Area or in danger of falling into Easement Area, 4) apply herbicides in accordance with applicable laws, rules and regulations, for tree, and brush control, 5) trim, cut down, and remove trees now and hereafter existing on the property of Grantor located outside of said Easement Area which by falling might interfere or endanger the Facilities, 6) install additional Facilities on the existing structures for the distribution of energy, light, and communication impulses, 7) otherwise conduct, carryout, complete, construct, repair, or any other necessary action within the easement area to aid, assist, or help the Grantee in carrying out Grantee’s purpose as stated within this document.

Except as otherwise provided herein between the Grantor and Xcel Energy covering the Easement Area, Xcel Energy shall pay for all damages to property, grain crops or vegetable crops, fences, livestock, roads, and fields in the Easement Area and adjoining lands of the Grantor that were caused by the construction or maintenance of said Facilities. Claims on account of such damages may be referred to the nearest Xcel Energy office. This damage right, as stated in this paragraph, does not apply to the Easement Area for trees, brush, or grass that were cut, trimmed, or removed for maintenance or safety reasons. This damage right, as stated in this paragraph does not apply to fruit bearing trees in the Easement Area.

Xcel Energy shall, after installation of the above described Facilities, or after the exercise of any rights granted herein, restore the Easement Area to as near its original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

The Grantor shall not be responsible for any injury to persons or property by the design, construction or upkeep of the Facilities.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purpose of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting Xcel Energies electrical system, provided that said improvements do not in the opinion of Xcel Energy, impair the structural or electrical integrity of, or ability to maintain said electric system or materially alter the existing ground elevation; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or other applicable code or regulation. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by Xcel Energy prior to installation of the improvements. Grantor also reserves the right to cultivate, use and occupy said Easement Area, in a manner that is not inconsistent with Xcel Energy's rights granted herein.

The grant of easement herein contained shall also include the right of reasonable temporary use by Xcel Energy of Premises of the Grantor(s) adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional construction area.

The grant herein contained shall also include the right of Xcel Energy from time to time to reconstruct or relocate said electric lines and supporting structures on said Easement Area with changed dimensions and/or to operate at different voltages.

Grantor(s) warrant(s) and represent(s) that Grantor(s) is/are the owner(s) of the above described property and has/have the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor(s) and applicable personal representatives, heirs, successors and assigns and incorporates all agreements and stipulations between parties and that no prior representations or statements, verbal or written, shall modify, add or change the terms hereof.

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this _____ day of _____ 2013.

WITNESSES:

Grantor:

Name: _____

Name: _____

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____

Return to:
Xcel Energy Siting and Lands,
Dawn Schultz
1414 W. Hamilton Ave.,

PO Box 8
Eau Claire, WI 54702-0008

Drafted by:
Dawn Schultz on behalf of Xcel Energy.



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 3 SHEETS

Location: City of Ironwood, Gogebic County, Michigan
Grantor: City of Ironwood
See sheet 2 of 3 and 3 of 3 for descriptions.

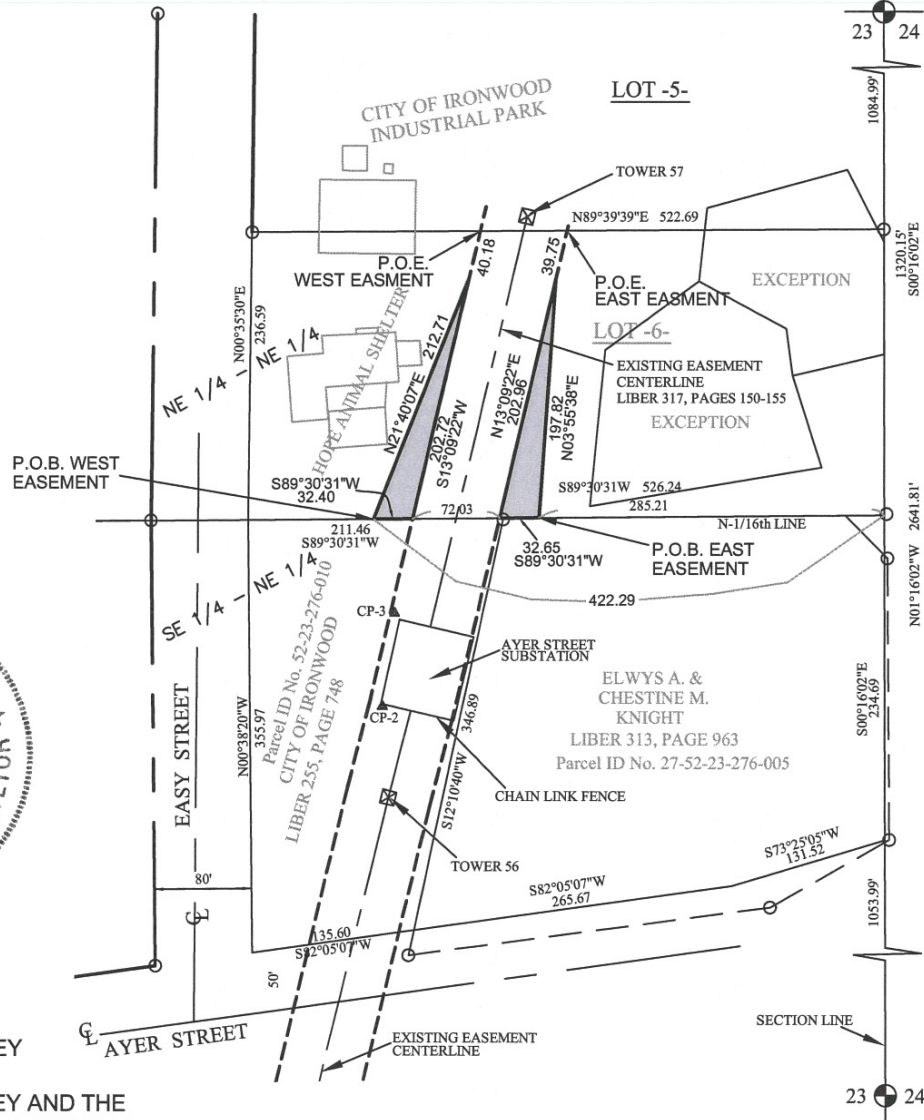


Scale: 1"=150'

LEGEND:	
	CENTERLINE OF EXISTING POWERLINE
	EASEMENT LINE
	LOT LINES
	PARCEL LINES
	SURVEY MONUMENT



CERTIFICATE OF SURVEY



I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, A TRUE AND ACCURATE REPRESENTATION THEREOF.

Ronald K. Jacobson 5-7-13
RONALD K. JACOBSON P.S. NO. 46671 DATE

THIS MAP DOES NOT NECESSARILY MEET THE "MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING" IN THE STATE OF MICHIGAN.

PARCEL: PART OF LOT 6 OF THE CITY OF IRONWOOD INDUSTRIAL PARK
SEC. 23, T.47N., R.47W.
CO.: GOGEBIC



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
200 EAST AYER STREET • IRONWOOD, MI 49938 • PHONE: 906-932-5048
CEC PROJECT : 13037



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 3 SHEETS

Location: City of Ironwood, Gogebic County, Michigan
Grantor: City of Ironwood

“Premises”:

A parcel of land in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 23, Township 47 North, Range 47 West, described as follows:

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
Thence South $89^{\circ}35'24''$ West 526.63 feet to the Easterly right of way of Easy Street;
Thence North $00^{\circ}40'13''$ East 237.34 feet;
Thence North $89^{\circ}33'37''$ East 523.10 feet to the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
Thence South $00^{\circ}11'02''$ East 237.73 feet to the POINT OF BEGINNING (also known as Lot 6 of the City of Ironwood Industrial Park).

Excepting all oil, gas, ores and mineral interests of record and subject to any mining and development rights thereto.

EXCEPTING a parcel of land located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 23, Township 47 North, Range 47 West, described as follows:

Commencing at the section corner common to sections 13, 14, 23 and 24;
Thence South $00^{\circ}11'02''$ East along the section line a distance of 1095.46 feet to POINT OF BEGINNING;
Thence South $00^{\circ}11'02''$ East along the section line a distance of 92.38 feet;
Thence South $76^{\circ}58'13''$ West a distance of 77.60 feet;
Thence North $07^{\circ}49'52''$ West a distance of 38.83 feet;
Thence North $61^{\circ}17'39''$ West a distance of 81.53 feet;
Thence North $06^{\circ}13'47''$ East a distance of 60.64 feet;
Thence North $74^{\circ}49'22''$ East a distance of 119.04 feet;
Thence South $27^{\circ}21'38''$ East a distance of 66.65 feet to the POINT OF BEGINNING.

ALSO EXCEPTING Section 23, Township 47 North, Range 47 West, part of Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;

Commencing at the Northeast corner of Section 23;

continued on sheet 3 of 3

PARCEL: PART OF LOT 6 OF THE CITY
OF IRONWOOD INDUSTRIAL PARK
SEC. 23, T.47N., R.47W.
CO.: GOGEBIC



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
200 EAST AYER STREET • IRONWOOD, MI 49938 • PHONE: 906-932-5048
CEC PROJECT : 13037



EXHIBIT A SHEET 3 OF 3 SHEETS

Location: City of Ironwood, Gogebic County, Michigan
Grantor: City of Ironwood

continued from sheet 2 of 3

Thence South 00°11'02" East 1187.84 feet;
Thence South 76°58'13" West a distance of 77.60 feet to the Point of Beginning;
Thence North 07°49'52" West a distance of 38.83 feet;
Thence North 61°17'39" West a distance of 81.53 feet;
Thence South 53°59'58" West 96.10 feet;
Thence South 05°27'08" West 129.04 feet;
Thence North 80°33'03" East 193.30 feet;
Thence North 17°33'52" West 79.35 feet to the POINT OF BEGINNING.

“Easement Area”:

That part of the herein before described “Premises”, which lies West of the following described East Easement Line:

Commencing at the Northeast Corner of Section 23; Thence South 00 degrees 16 minutes 02 seconds East, 1320.15 feet to the North one-sixteenth line of Section 23; Thence along the North one-sixteenth line of Section 23, South 89 degrees 30 minutes 31 seconds West, 285.21 feet to the Point of Beginning of the East Easement line;

Thence North 03 degrees 55 minutes 38 seconds East, 197.82 feet; Thence North 13 degrees 09 minutes 22 seconds East, 39.75 feet to the Point of Ending of the East Easement Line.

Excepting therefrom:

That parcel herein before described “Premises”, which lies West of the following described West Easement Line:

Commencing at the Northeast Corner of Section 23; Thence South 00 degrees 16 minutes 02 seconds East, 1320.15 feet to the North one-sixteenth line of Section 23; Thence along the North one-sixteenth line of Section 23, South 89 degrees 30 minutes 31 seconds West, 422.29 feet to the Point of Beginning of the West Easement line;

Thence North 21 degrees 40 minutes 07 seconds East, 212.71 feet; Thence North 13 degrees 09 minutes 22 seconds East, 40.18 feet to the Point of Ending of the West Easement Line.

“Summary of Areas”:

Total Easement Area = 0.54 acres, more or less
Existing Easement Area = 0.39 acres, more or less
New Easement Area = 0.15 acres, more or less

PARCEL: PART OF LOT 6 OF THE CITY
OF IRONWOOD INDUSTRIAL PARK
SEC. 23, T.47N., R.47W.
CO.: GOGEBIC

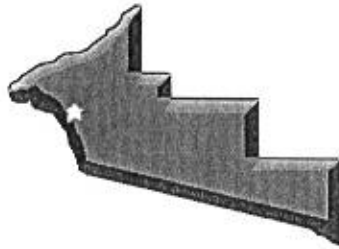


COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
200 EAST AYER STREET • IRONWOOD, MI 49938 • PHONE: 906-932-5048
CEC PROJECT : 13037

3629 parcel 58; 3630 parcel 52.6

IRONWOOD
INDUSTRIAL
DEVELOPMENT
CORPORATION



"Grow your business here!"

213 S. MARQUETTE ST.
IRONWOOD, MI 49938
906-932-5050

March 1, 2013

Mr. Scott Erickson, P.E.
City Manager / City Engineer
213 S. Marquette Street
Ironwood, MI 49938

Re: Xcel Energy property purchase in Industrial Park

Dear Scott,

In accordance with our brief conversation, I would like to request that the proceeds of the sale of lands to Xcel Energy from the expansion of the Ayer Street Substation go to the Ironwood Industrial Development Corporation (IIDC).

A request by the IIDC was approved by the City Commission to allow the funds from sales to go directly to the IIDC on October 22, 2012.

Thank you very much for your consideration.

Sincerely,


John R. Garske
Chairman, IIDC

"Live where you play"



- R. Discuss and Consider request from IIDC regarding proceeds from sale of property in the City Industrial Park.

Motion was made by Semo, seconded by Shackelford to grant the request for the IIDC to receive the proceeds from the sale of property in the City Industrial Park until such time as the denture bonds are paid off. Unanimously passed by roll call vote.

- S. Consider approval of Locally Funded Pay Package for Ross Peterson in the amount of \$164,333.87 for the City of Ironwood – W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents.

Motion was made by Tauer, seconded by Semo to approve the Locally Funded Pay Package for Ross Peterson in the amount of \$164,333.87 for the City of Ironwood-W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents. Unanimously passed by roll call vote.

- T. Discuss and Consider a design contest to develop a logo for a City of Ironwood Flag.

Motion was made by Semo, seconded by Shackelford and carried to authorize the Mayor to proceed with a design contest to develop a logo for a City of Ironwood Flag.

- U. Mayor's Appointment.

Mayor Corcoran re-appointed to the Pat O'Donnell Civic Center Board Joe Metzger for a three-year term (term expiring October 31, 2015), and also appointed Marcus Re to a three-year term on the Pat O'Donnell Civic Center Board (term expiring October 31, 2015).

Motion was made by Semo, seconded by Tauer and carried to approve the Mayor's appointments of Joe Metzger and Marcus Re to the Pat O'Donnell Civic Center Board for a three-year term (term expiring October 31, 2015).

Mayor Corcoran questioned the one applicant and requested no appointments be made to the Park & Recreation Board at this time.

- V. Manager's Report.

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

- *Contractor is working on grading streets, restoration, and paving in the Norrie/Jessieville Project Phase I and II (Water & Sewer Project).
- *The West Ayer Street Project is complete and will be finalized in the spring once the final lift of asphalt has been installed.
- *The Hemlock Street Phase I (Street Reconstruction) contractor is completing the punch list items.
- *The Pavilion is under construction and the white building will be removed once the asbestos materials have been removed.
- *Coleman Engineering is currently performing survey work along US2 for the US 2 Phase III Water and Sewer Project.

- W. Other Matters (Five Minute Limit)

Mayor Corcoran commended the City for the good job they did on the Norrie Park Playground Equipment installation. She also thanked Dan Adams and Brian Lindquist for lighting of the monument and the trimming of the bushes at the memorial located on corner by the post office.

Commissioner Semo questioned City Staff on the patches. City Staff responded stating the participants pay a \$5 application fee and the patches were given to them in recognition of their participation in the program.

Commissioner Shackelford and Semo had several questions for City Staff regarding the US2 Project along with the removal of the building located down at the depot. Further discussion of this matter took place.

7. Eagle Scout, Paul Gathwaite:

Paul Garthwait, 323 Eagle Scout: Mr. Garthwait introduced himself and explained what he was going to be doing at Norrie Park. He noticed that the benches weren't out or had been moved. He is going to be working on the benches and placing wood chips on the trail; they are looking bad. The wood chips have been donated. Would anyone mind if he puts woodchips on the Pavilion? He will be receiving help from the R.O.T.C., from Ironwood High School. They will begin the work as soon as the ground dries up. True asked how this will help the environment. Mr. Garthwait stated that it will help maintain the water by keeping erosion at bay. Mr. Garthwait passed around pictures that he had showing the condition of the trail now. Mr. Garthwait was looking for a signature from the City on these projects so that as soon as the ground is thawed they can start work. Kangas asked how the wood chips would be brought in. Mr. Garthwait indicated that they would be wheel-barrowed into the spots.

Frank indicated that the trail signage and bench are faded and Mr. Garthwait indicated that he would be willing to look at that project. True stated that the work should match the color and design of what is currently there. Mr. Garthwaite also offered to mark the trees with their botanical names on the boardwalk area. The last tree identification was seven years ago. A disk was given to Bessemer resident, Allan Archie, with the trees and names. True stated that there are signs that ABR may want to assist with?

The Committee commended and thanked Mr. Garthwait for his service to the Community.

Motion by Frank to allow Mr. Garthwait to repair/replace/paint benches in Norrie Park as well as to put down wood chips. Also, allow Mr. Garthwait to identify and label trees. **Second by True. Motion Carried 7 – 0.**

8. Park and Recreation Financials: (Monie Schackleford arrived 6:12 p.m.) Finance Director Linn unable to attend meeting. Director Brown indicated that the schedule for the new budget should happen in June for the July 2013 fiscal year. Director Brown said that if anyone has questions about the financials, to talk to Paul Linn. Director Brown did submit the Committee's request to the City of Ironwood for \$3,000.00 for the Parks and Recreation for a discretionary fund. Discussion was had on various line items in the current month's financials. The Committee should start having conversations early in the fall season about what projects it would like to pursue.

9. Items for discussion and consideration:



- a. Xcel Energy: Dawn Schultz from Xcel in audience. Director Brown explained that Xcel is working on expanding their substation at Ayer Street and Easy Street outside Industrial Park. Part of the property is owned by the City of Ironwood and Xcel wants to purchase the property. Planning Commission reviewed a part of this. There is an old trail in the parcel; it's not an official trail. It is used to get to Trail 2. The Committee wanted to know what the purchase price is. Ms. Schultz explained that it is about \$3,000.00 acres and there is approximately 1.35 acres.

Kangas: Where did they come up with the \$3,000.00 per acre? Director Brown stated that in the Industrial Park and the IIDC, sell acreage for \$2,000.00 acre.

Kangas is worried that the City of Ironwood will be losing a trail as what happened in Ashland. In Ashland, they blocked off part of the trail and they were unable to get it re-opened.

Motion by Frank to recommend to the City of Ironwood Commissions that they sell this parcel to Xcel and that the funds be used to fund Parks and Recreation for things to do this summer. **Second by Davey. Motion carried 5 to 2** with Burchell and Kangas dissenting.

- b. Trail Map: Director Brown presented the City of Ironwood's trail map. He brought a working copy of the non-motorized trail map. Included in the map were the bicycle and the park plans. He also included the trail included in the Depot Park plan. Monie could provide a clear GIS shape file; Director Brown would like to get whatever documents that Will Andresen has. On the southern portion proposed routes possibly existing there on the old railroad grades. There really isn't anything in Jesseville. Frank would like to see a trail from Jesseville connecting up to our Trail area somehow. Davey stated that some of this goes through Luppino's property out by Wal-Mart. Frank stated that this plan looks very good. Director Brown stated this is non-motorized, walking and biking. In a few months Director Brown hopes to bring back the motorized to the Committee. Davey stated that this is a lot of trail for non-motorized.

The Committee took no action on this item. Schackleford will provide a shape file in GIS. Director Brown will work on this and tweak it a bit. It is a work in progress.

- c. Depot Park Pavilion Fee: Davey: The City of Ironwood would like to know what kind of a fee we should charge such as at the Norrie Park Pavilion. We don't have a full kitchen, but there are outlets to plug in items. There is a sink and counters. This preparation area will be locked when not in use. Frank stated he'd like to abolish the fee at Norrie and the fee for the downtown Pavilion, except for the locked area. Director Brown indicated that the fee schedule is usually amended during the budgeting process. Davey stated that more research needs to be done on the fee for the Depot Park Pavilion. Bring back before the Committee next month.

Davey spoke and said Curry Park's electrical is not sufficient for newer motorhomes, campers. It will be difficult to raise fees at this time. Until we get and receive a grant for this, we can't really raise the fees.

- d. Sidewalks (Frank):
1. Frank: Spoke about the sidewalk on the 200 block of East Ash. He specifically asked for the City of Ironwood Manager to be here tonight to explain why the sidewalk was removed. This was for the water sewer project. The City of Ironwood Commission and Parks and Recreation were not informed that these sidewalks had been removed. Why? He brought this up at the City of Ironwood Commission meeting last November. Coleman engineering told him this didn't happen. He performed research over the winter and spoke with the homeowners, who indicated that the City of Ironwood contacted them and said, and asked if they wanted to keep or get rid of their sidewalks. The homeowners were told by a City Official it was a way to save the City of Ironwood money. Other's considered keeping, but began to worry about maintenance, so they had the sidewalks removed.
 - a. How did this happen?
 - b. City of Ironwood never informed.
 - c. Committee never informed.
 - d. We talk about safety walks to school and I am upset about this.
 - e. He will be contacting the granting agencies and letting them know of this. They spent the money on the water and sewer and the sidewalk should be redone.
 - f. This is setting a horrible precedence. He feels that the public needs to know about this.

True asked if this was Frank's property involved. Frank indicated he walks there and it is a public issue.

TO ADOPT AN ORDINANCE OF THE CITY OF IRONWOOD AMENDING THE CITY OF IRONWOOD'S CODE BY AMENDING CHAPTER 17, ARTICLE IV BLIGHT PREVENTION

CITY OF IRONWOOD

BOOK 5, ORDINANCE NO. 497

THE CITY OF IRONWOOD ORDAINS:

Section 1. The City of Ironwood Code is hereby amended to modify Chapter 17, Article IV Blight Prevention.

The following shall be added to Section 17-67:

(17) In any area, except where specifically permitted through the issuance of a City of Ironwood Business License, the storage or accumulation of personal property for the purpose of selling said personal property is prohibited upon any real property except that the sale of personal property shall be permitted no more than four (4) events per calendar year, excluding any City of Ironwood sponsored events. A calendar year shall be defined as January 1st through December 31st. An event shall be defined as no more than a four (4) day consecutive period. These events shall also be commonly known as, but not limited to, garage sales, rummage sales, yard sales or moving sales.

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. 497) was adopted at a regular meeting of the City Commission held on

_____.

KAREN GULLAN, City Clerk

LOCAL STREET IMPROVEMENT NEW MILLAGE PROPOSITION

PROPOSAL TO ASSESS A NEW MILLAGE OF TWO (2) MILLS TO FUND LOCAL STREET IMPROVEMENTS FOR A PERIOD OF TEN (10) YEARS FROM 2014-2024 INCLUSIVE:

Shall the limitation on the total amount of taxes which may be assessed against all property in the City of Ironwood be increased two (2.0) mill (\$2.00 per \$1,000.00 of State Taxable Valuation) for a period of ten (10) years, 2014-2024 inclusive, the taxes so raised to be used exclusively to fund local street improvements and shall the City of Ironwood levy such increase in new millage for such purpose during such period, which will raise in the first year of such levy an estimated \$171,351.50.

YES ()

NO ()

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of August 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and EVA SMITH-FURGASON, 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 Suite #BA9 (Mailroom, front & back).

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 August 1, 2013 (the "Commencement Date") and ending on July 31, 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 (\$75), commencing on the Commencement Date (the "Base Rent"). In addition, Tenant shall (at no cost) perform, as an independent contractor, the following:
 - Seven and one-half (7.5) 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 Seventy-Five (\$75.00) 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 #63025085, 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.

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