

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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

## IRONWOOD CITY COMMISSION ORGANIZATIONAL MEETING ZONING BOARD of APPEALS PUBLIC HEARING

MONDAY, NOVEMBER 11, 2013  
6:30 P.M.

LOCATION: COMMISSION CHAMBERS  
MUNICIPAL MEMORIAL BUILDING  
213 S. Marquette St.  
Ironwood, MI 49938

6:30 P.M.

1. Oath of Office.
    1. Mayor
    2. Mayor Pro Tem
    3. City Commissioners
  2. Calling Zoning Board of Appeals to Order.
  3. Recording of the Roll.
  4. Open Public Hearing.
  5. Public Hearing: To hear comment on a request for a variance on a rear yard setback at 850 E. Ayer Street.
  6. Close Public Hearing.
  7. Consider Action on the variance request.
  8. Adjourn Zoning Board of Appeals.
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- A. Meeting Called To Order.  
Pledge of Allegiance.
- B. Report by City Clerk on Commissioners elected and qualified together with  
Board of Canvassers' Report - November 5, 2013.
- C. Recording of the Roll.
- D. Adoption of Rules of the Commission.
- E. Consider appointment of:
  - 1. City Manager
  - 2. City Clerk
  - 3. City Treasurer
  - 4. City Assessor
  - 5. City Attorney
- F. Consider designation of City Depository to be River Valley State Bank.
- G. Consider designation of official Newspaper and official Radio Stations to be the  
Ironwood Daily Globe, WJMS-WIMI and WUPM-WHRY.
- H. Consider appointment of one Commissioner and one alternate Commissioner to the  
Gogebic-Iron Wastewater Authority and Board.
- I. Consider appointment of one Commissioner to the Community Action Agency Board.
- J. Consider appointment of one Commissioner to the Planning Commission.
- K. Consider appointment of one Commissioner to the Pat O'Donnell Civic Center.
- L. Consider appointment of one Commission to the Park & Recreation Committee.
- M. Consider appointment of Rick Semo to the Historic Ironwood Theatre Board as an Ex-  
Officio non-voting member.
- N. Approval of the Consent Agenda\*

(All items listed 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 these items unless a City Commissioner or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately under New Business.)

\*1) Approval of Minutes – October 28<sup>th</sup> Regular City Commission Meeting.

\*2) Review and Place on File:

a) Parks and Recreation Committee Meeting Minutes of October 7<sup>th</sup>.

N. Approval of the Agenda.

O. Citizens wishing to address the Commission on Items on the Agenda (three Minute Limit)

#### NEW BUSINESS

P. Discuss and Consider awarding bid for 17 sets of fire turnout gear for the IPSD Fire Division.

Q. Consider approval of Pay Package #2 In the amount of \$23,284.00 to Angelo Luppino, Inc. for renovation of space in the Memorial Building for the Social Security Office upon authorization by City Manager.

R. Discuss and Consider approving Change Order #2 in the amount of \$3,749.66 for the Civic Center Ice Making Equipment with Arena Systems.

S. Discuss and Consider approving pay application #2 in the amount of \$146,848.43 for the Civic Center Ice Making Equipment project with Arena Systems.

T. Discuss and Consider rental lease agreement with Kevin Schneller & Arlene Schneller at the City Centre.

U. Consider approving payment to Northwoods Environmental Industries, Inc. for pre-demolition abatement of pipe insulation and loose transite from 213 Bonnie Street.

V. Discuss and Consider approval of use of the Memorial Building Auditorium and waive the fee for a Winter Ball for Senior Citizens.

W. City Manager's Report.

X. Other Matters.

Y. Citizens wishing to address the Commission on Items not on the Agenda (Five Minutes).

Z. Adjournment.



## MEMO

**To:** Zoning Board of Appeals

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

**Date:** November 1, 2013

**Meeting Date:** November 11, 2013

**Re:** 2013-014 Setback Variance Hobby Wheel Storage Unit 850 E. Ayer Street

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### Request

Before the Board is a variance request from Eric Fitting to encroach into a rear yard setback by 20 feet to erect a storage unit; a 30 foot setback is required thereby reducing the setback to only ten (10) feet. The property is located at 850 E. Ayer Street. The property is zoned I-Industrial.

1. Variance: **Section 34-175(5)(b)** states "*Side or rear yards must be at least thirty (30) feet...*" The request is to reduce the setback from 30 feet to ten (10) feet as there is not adequate room on site to erect the proposed storage unit.

The Planning Commission will have reviewed the site plan and conditional use request for the proposed storage units on November 6, 2013.

### Background

As background to this request Mr. Fitting originally spoke with Ottawa Forest Products, adjacent the north, about purchasing a strip of land in order to meet the setback requirements. Ottawa declined his offer to purchase property. After that Mr. Fitting submitted a request to purchase City owned property to the west of his storage unit property in order to not seek a variance and to erect up to two (2) additional storage units. After consideration by the Planning Commission, Parks and Recreation Committee and the Ironwood Industrial Development Corporation (IIDC) the City Commission reviewed the request. In addition to this request Ottawa Forest Products also submitted a request to purchase the property. The City Commission directed staff to work with both parties to come to an agreement on the purchase of the property.

Staff met with both Mr. Fitting and Ottawa representatives and subsequently Ottawa presented a letter it received from the City in 2003 granting a first right of refusal on the City owned property. Therefore Ottawa indicated it would purchase the property. On October 14, 2013 the City Commission approved selling the property to Ottawa but gave them until November 11, 2013 to execute the sale otherwise Ottawa would waive its first right of refusal. Subsequently Ottawa started the purchase process.

Per **Section 34-285(6)(b)** A nonuse variance may be allowed by the ZBA only in cases where there is reasonable evidence of practical difficulty in the official record of the hearing and that all of the following conditions are met:

i. *Extraordinary circumstances.* There are exceptional or extraordinary circumstances or conditions applying to the property in question that do not apply generally to other properties in the same zoning district. Exceptional or extraordinary circumstances or conditions include:

1. Exceptional narrowness, shallowness or shape of a specific property on the effective date of the ordinance from which this chapter is derived.

2. By reason of exceptional topographic conditions or other extraordinary situation on the land, building or structure.

3. By reason of the use or development of the property immediately adjoining the property in question; whereby the literal enforcement of the requirements of this chapter would involve practical difficulties.

4. Any other physical situation on the land, building or structure deemed by the ZBA to be extraordinary.

ii. *Practical difficulty/substantial justice.* Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would unreasonably prevent the use of the property. Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district and such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and in the vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.

iii. *Impact on surrounding neighborhood.* The variance will not be significantly detrimental to adjacent property and the surrounding neighborhood or interfere with or discourage the appropriate development, continued use, or value of adjacent properties and the surrounding neighborhood.

iv. *Public safety and welfare.* The granting of the variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, comfort, morals or welfare of the inhabitants of the city.

v. *Not self created.* The immediate practical difficulty causing the need for the variance request was not self-created by the applicant.

Per **Section 34-286(1)** The concurring vote of a majority of the entire membership (**3 members**) of the ZBA shall be necessary to decide in favor of the applicant for a nonuse variance or other matter upon which the board is required to pass.

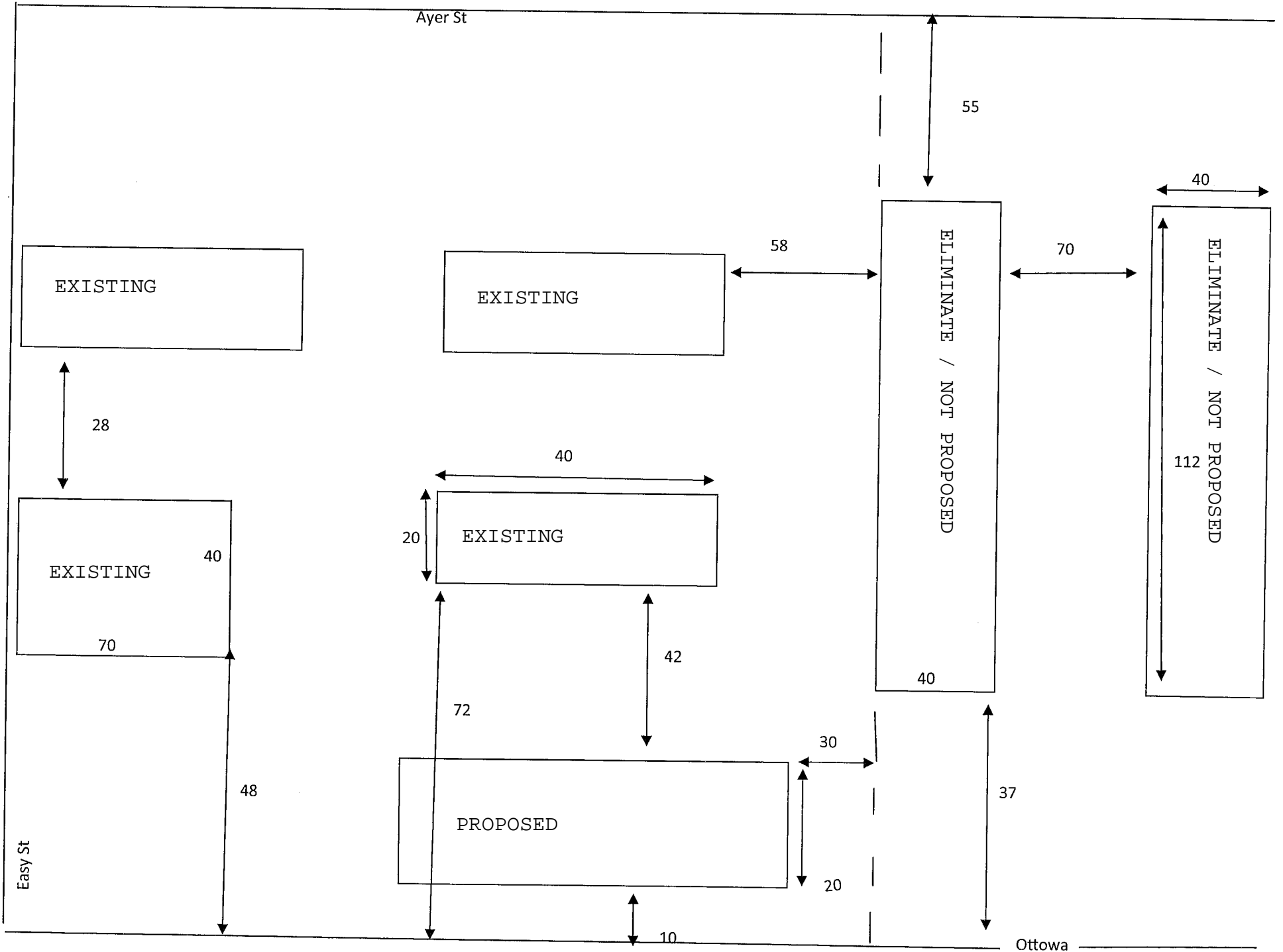
The Board should discuss this variance request and consider them against the conditions set forth above.

**Motion:**

**To Grant/Deny a variance to Section 34-175(5)(b) of the Zoning Ordinance to reduce the rear yard setback for the proposed storage unit as shown on Site Plan 1 from 30 feet to ten (10) feet located at 850 E. Ayer Street.**

SITE PLAN 1

Ayer St



Easy St

Ottawa

# CANVASS OF VOTES CAST

AT THE ELECTION

HELD ON

11/5/2013

(DATE OF ELECTION)

AND CANVASSED BY THE BOARD OF CANVASSERS

OF

Gogebic

(NAME OF COUNTY, CITY, TOWNSHIP OR VILLAGE)

COUNTY, MICHIGAN

Order by Form No. M-38C  
CANVASSER BOOK

Specify whether General, Primary or Special Election

File

Statement of Votes Cast  
Gogebic County, MI  
City General Election  
November 5, 2013

Date:11/07/13  
Time:08:48:04  
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SOVC For Jurisdiction Wide, All Counters, All Races

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
City of Bessemer, Precinct 1	1703	375	22.02%
City of Ironwood, Precinct 1	1915	261	13.63%
City of Ironwood, Precinct 2	2598	253	9.74%
City of Wakefield, Precinct 1	1449	319	22.02%
Marenisco Township, Precinct 1	565	62	10.97%
Wakefield Township, Precinct 1	255	39	15.23%
Total	8485	1309	15.43%



Statement of Votes Cast  
 Gogebic County, MI  
 City General Election  
 November 5, 2013

Date: 11/07/13  
 Time: 08:48:04  
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SOVC For Jurisdiction Wide, All Counters, All Races

Bessemer City Council

	Reg. Voters	Times Counted	Total Votes	Al Gaiss	Bill McDonald	Linda Nelson	Douglas E. Olsen	August Semmerling	Marlene A. Zaleski	Write-In Votes
Jurisdiction Wide										
City of Bessemer, Precinct 1	1703	375	1315	257 19.54%	140 10.65%	214 16.27%	257 19.54%	271 20.61%	173 13.16%	3 0.23%
City of Ironwood, Precinct 1	-	-	-	-	-	-	-	-	-	-
City of Ironwood, Precinct 2	-	-	-	-	-	-	-	-	-	-
City of Wakefield, Precinct 1	-	-	-	-	-	-	-	-	-	-
Marenisco Township, Precinct 1	-	-	-	-	-	-	-	-	-	-
Wakefield Township, Precinct 1	-	-	-	-	-	-	-	-	-	-
Total	1703	375	1315	257 19.54%	140 10.65%	214 16.27%	257 19.54%	271 20.61%	173 13.16%	3 0.23%

Statement of Votes Cast  
 Gogebic County, MI  
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SOVC For Jurisdiction Wide, All Counters, All Races

Ironwood City Commission																	
	Reg. Voters	Times Counted	Total Votes	Joseph J. Cayer		Kim S. Corcoran		Rick Semo		Montie Shackelford		David Sim		Brandon Tauer		Write-In Votes	
Jurisdiction Wide																	
City of Bessemer, Precinct 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Ironwood, Precinct 1	1915	261	1013	146	14.41%	195	19.25%	178	17.57%	136	13.43%	180	17.77%	177	17.47%	1	0.10%
City of Ironwood, Precinct 2	2598	253	958	134	13.99%	191	19.94%	167	17.43%	137	14.30%	165	17.22%	162	16.91%	2	0.21%
City of Wakefield, Precinct 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Marenisco Township, Precinct 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wakefield Township, Precinct 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>4513</b>	<b>514</b>	<b>1971</b>	<b>280</b>	<b>14.21%</b>	<b>386</b>	<b>19.58%</b>	<b>345</b>	<b>17.50%</b>	<b>273</b>	<b>13.85%</b>	<b>345</b>	<b>17.50%</b>	<b>339</b>	<b>17.20%</b>	<b>3</b>	<b>0.15%</b>

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SOVC For Jurisdiction Wide, All Counters, All Races

Wakefield City Council

	Reg. Voters	Times Counted	Total Votes	Bob Blaskowski	Richard W. Bolen	Joseph R. Delfavero	Ted Finco	Charles Picoldi	Dan L. Roland	Les Schneck
Jurisdiction Wide										
City of Bessemer, Precinct 1	-	-	-	-	-	-	-	-	-	-
City of Ironwood, Precinct 1	-	-	-	-	-	-	-	-	-	-
City of Ironwood, Precinct 2	-	-	-	-	-	-	-	-	-	-
City of Wakefield, Precinct 1	1427	319	1287	216 16.78%	225 17.48%	196 15.23%	184 14.30%	158 12.28%	71 5.52%	227 17.64%
Marenisco Township, Precinct 1	-	-	-	-	-	-	-	-	-	-
Wakefield Township, Precinct 1	-	-	-	-	-	-	-	-	-	-
Total	1427	319	1287	216 16.78%	225 17.48%	196 15.23%	184 14.30%	158 12.28%	71 5.52%	227 17.64%

Statement of Votes Cast  
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SOVC For Jurisdiction Wide, All Counters, All Races

	Wakefield City Council		Bessemer City Proposal						Ironwood City Proposal					
	Write-In Votes		Reg. Voters	Times Counted	Total Votes	YES	NO	Reg. Voters	Times Counted	Total Votes	YES	NO		
Jurisdiction Wide														
City of Bessemer, Precinct 1	-		1703	375	367	99 26.98%	268 73.02%	-	-	-	-	-		
City of Ironwood, Precinct 1	-		-	-	-	-	-	1915	261	260	126 48.40%	134 51.54%		
City of Ironwood, Precinct 2	-		-	-	-	-	-	2598	253	252	123 48.81%	129 51.19%		
City of Wakefield, Precinct 1	10 0.78%		-	-	-	-	-	-	-	-	-	-		
Marenisco Township, Precinct 1	-		-	-	-	-	-	-	-	-	-	-		
Wakefield Township, Precinct 1	-		-	-	-	-	-	-	-	-	-	-		
<b>Total</b>	10 0.78%		1703	375	367	99 26.98%	268 73.02%	4513	514	512	249 48.63%	263 51.37%		

**HEADLEE OVERRIDE MILLAGE PROPOSAL**

Shall a "Headlee Override" be adopted so that the current limitation on the amount of City taxes that may be levied against all taxable property in the City of Bessemer, Gogebic County, Michigan, be increased as follows:

Up to 20 mills from approximately 17.3564 mills (\$20 from \$17.3564 per \$1,000 of taxable value) for general operating expenses

If approved and levied in its entirety, this millage would raise an estimated maximum amount of \$73,150 for the City of Bessemer in 2014 by allowing the City to levy the maximum mills previously approved by the voters and authorized by the City Charter and State Law which have been reduced as required by the Michigan Constitution of 1963.

**LOCAL STREET IMPROVEMENT  
 NEW MILLAGE PROPOSITION**

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, 2014-2023 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.

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SOVC For Jurisdiction Wide, All Counters, All Races

Wake-Meren School Prop

	Reg. Voters	Times Counted	Total Votes	YES		NO	
Jurisdiction Wide							
City of Bessemer, Precinct 1	-	-	-	-	-	-	-
City of Ironwood, Precinct 1	-	-	-	-	-	-	-
City of Ironwood, Precinct 2	-	-	-	-	-	-	-
City of Wakefield, Precinct 1	1449	319	301	223	74.09%	78	25.91%
Marenisco Township, Precinct 1	565	62	62	43	69.35%	19	30.65%
Wakefield Township, Precinct 1	256	39	38	26	68.42%	12	31.58%
Total	2270	420	401	292	72.82%	109	27.18%

WAKEFIELD-MARENISCO SCHOOL DISTRICT

OPERATING MILLAGE PROPOSAL

This proposal will allow the school district to levy the statutory rate of 18 mills on all property, except principal residence and other property exempted by law, required for the school district to receive its revenue per pupil foundation allowance.

Shall the limitation on the amount of taxes which may be assessed against all property, except principal residence and other property exempted by law, in Wakefield-Marenisco School District, Gogebic County, Michigan, be increased by 18 mills (\$18.00 on each \$1,000 of taxable valuation) for a period of 10 years; 2014 to 2023, inclusive, to provide funds for operating purposes (17.6087 mills of the above is a renewal of millage which will expire with the 2013 tax levy and .3913 mill is a restoration of millage lost as a result of the reduction required by the Michigan Constitution of 1963); the estimate of the revenue the school district will collect if the millage is approved and levied in 2014 is approximately \$1,142,950?

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SOVC For Jurisdiction Wide, All Counters, All Races

State of Michigan

County of Gogebic

We do hereby certify, that the foregoing is a complete statement of votes given in the County of Gogebic for the person designated and other matters submitted, at the November 5th, 2013 Election.

In witness whereof, we have hereunto set our hands and caused to be affixed the seal of the Circuit Court for Gogebic County.

Signed this 7th day of November, 2013

*Bernadine Swert*

*Elizabeth Swoney*

*Alberta Quелlette*

Attest:

*Cory Hill*

Gogebic County Clerk-Register

## **RULES OF THE CITY COMMISSION**

**(Adopted 11/12/07)**

**(Revised 12/10/07)**

**(Revised 12/26/07)**

**(Revised 11/09/09)**

### **A. REGULAR AND SPECIAL MEETINGS**

All meetings of the City Commission will be held in compliance with state statutes, including the Open Meetings Act., 1976 PA 267 as amended, and with these rules.

#### **Section 1. Regular Meetings**

The Commission shall hold regular meetings on the second Monday and the fourth Monday of each month in the Commission Chambers, Municipal Memorial Building; both meetings to be held at 5:30 P.M. If the time set for a regular meeting falls on a holiday, the meeting shall be held at the same time and place on the next secular day, which is not a holiday; provided that the place may be changed if necessary, as long as timely notice is furnished to the public. (Charter 4.6(b)).

#### **Section 2. Special Meetings**

Special meetings of the City Commission shall be called by the City Clerk on written request of the Mayor, City Manager, or two (2) members of the City Commission. (Charter 4.6(c)).

There shall be at least 18 hours written notice to each member of the Commission, designating the time, place, and purpose of the meeting. Notice shall be served personally or left at his usual place of residence or business (as desired by the individual Commissioner) by the Clerk or an agent appointed by the Clerk (Charter 4.6(c)(1)).

Only the business listed in the call to a special meeting may be transacted at that meeting (Charter 4.6(c)(3)).

#### **Section 3. Posting requirements for Regular and Special Meetings**

Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly City Commission meetings will be posted at the City offices.

Post rescheduled meetings 18 hours before meeting, not applicable to subcommittees of public bodies MCL 15.265.

The notice described above is not required for a meeting of the Commission in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds (2/3) of the members of the Commission determine that delay would be detrimental to the City's efforts in responding to the threat.

#### **Section 4. Minutes of Regular and Special Meetings**

The clerk shall attend the Commission meetings and record all the proceedings and resolutions of the Commission in accordance with the Open Meetings Act. In the absence of the clerk, the City Clerk or the City Commission may appoint another person to temporarily perform the clerk's duties.

The Clerk shall prepare the Official Proceedings of each Commission meeting as required by the Charter Section 4.6(f), which shall be the minutes required by the Open Meetings Act. Proposed minutes shall be available for public inspection within eight (8) days after each meeting. The City Clerk shall be clerk of the Commission and shall, with the Mayor, sign and attest all ordinances, and the journal or record of the Commission's proceedings shall be prepared, kept, and signed by the City Clerk and approved by the Commission.

A copy of the minutes of each regular or special Commission meeting shall be available for public inspection at the City offices during regular business hours.

#### **Section 5. Work Sessions**

Upon the written request or equivalent of the Mayor, City Manager, or two (2) Commissioners and with appropriate notice to the Commission members and to the public, the Commission may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Commission member enter into a formal commitment with another member regarding a vote to be taken subsequently. Commission members shall not be paid for attendance at work sessions. Minutes are not required but notes may be taken and posted.

### **B. CONDUCT OF MEETINGS**

#### **Section 1. Meetings to be Public**

All regular meetings of the Commission shall be open to the Public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Commission may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.



All official meetings of the Commission and its committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

The Commission shall act only by ordinance or resolution.

## **Section 2. Agenda Preparation**

An agenda for each regular City Commission Meeting shall be prepared by the City Manager with the following Order of Business.

- A. Call to Order
- B. Record the Roll
- C. Approval of Consent Agenda
- D. Approval of Agenda
- E. Citizens wishing to address the Commission on Items on the Agenda, may also reserve time to speak on agenda items (Three Minute Limit)
- F. Old Business
- G. New Business
- H. City Manager's Report
- I. Other Matters
- J. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit)
- K. Adjournment

The Order of Business shall not be departed from except by the consent of 2/3's of the member of the Commission present.

## **Section 3. Consent Agenda**

A consent agenda may be used to allow the commission to act on numerous administrative or non-controversial items at one time. Included on this agenda can be non-controversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, etc. Upon request by any member of the Commission or citizen, an item shall be removed from the consent agenda and considered separately under New Business.

## **Section 4. Agenda Distribution**

A copy of the agenda shall be delivered to each member of the Commission no later than 4:00 P.M. on the Tuesday preceding the date of the regular meeting at either the residence or place of business of each member of the Commission.

**Section 5. Quorum**

Three (3) members of the Commission shall be a quorum, but three members or less may adjourn regular or special meetings to a later date, and may by majority vote of those present compel personal presence and continuous attendance of its members and officers.

**Section 6. Attendance at Commission Meetings**

Election of the City Commission is a privilege freely sought by the nominee. It carries with it the responsibility to participate in commission activities and represent the residents of the City. Attendance at Commission meetings is critical to fulfilling this responsibility.

**Section 7. Presiding Officer**

The presiding officer (chairperson) shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Mayor is ordinarily the presiding officer. The council shall appoint one of its members Mayor Pro Tempore, who shall preside in the absence of the Mayor. In the absence of both the Mayor and the Mayor Pro Tempore, the City Clerk will call the meeting to order and take roll call. If a quorum is present, the first order of business following roll call is the selection of a meeting chair regardless of the adopted order of business. Following the selection of an acting chair, the acting chair will follow the adopted order of business.

**Section 8. Disorderly Conduct**

The presiding officer/chairperson may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Commission. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the Sergeant-at-Arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

The Ranking Public Safety Officer of the City (or designated alternate) shall serve as Sergeant-at-Arms for enforcement of this provision.

## **C. CLOSED MEETINGS**

### **Section 1. Purpose**

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, PA 267 of 1976 as amended.

### **Section 2. Calling Closed Meetings**

At a regular or special meeting, the City Commission elected or appointed and serving, by a two thirds vote may call a closed session under the conditions outlined in Section C.1 of the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

### **Section 3. Minutes of Closed Meetings**

The clerk or the designated secretary of the City Commission shall take a separate set of minutes at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

## **D. DISCUSSION AND VOTING**

### **Section 1. Rules of Parliamentary Procedures**

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the Commission in all cases to which they are applicable, provided they are not in conflict with these rules, City Ordinances, the City Charter, or applicable state statutes. The Mayor may appoint a parliamentarian.

Action on the passage of all ordinances and adoption of all resolutions shall be taken by "yes" and "no" votes, entered into the record (unless unanimous, in which case a statement to that effect will suffice)(Charter Sec.4.6(h)).

The presiding officer/chairperson shall preserve order and decorum and may speak to points of order in preference to other Commission members. The presiding officer/chairperson shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Commission members present.

The presiding officer/chairperson may make and support motions at all City Commission meetings.

Any Commissioner may appeal to the Commission a ruling of the presiding officer/chairperson. If the appeal is seconded, the Commissioner making the appeal may briefly state the reason for the appeal and the presiding officer/chairperson may briefly state the ruling. There shall be no debate on the appeal and no other Commissioner shall participate in the discussion. The questions shall be "Shall the decision of the chair be sustained?" If the majority of the Commissioners present vote "yes", the ruling of the presiding officer/chairperson is sustained; otherwise it is overruled. Tie votes sustain the chair's ruling.

## **Section 2. Conduct of Discussion**

During discussion and debate, no Commissioner shall speak until recognized for that purpose by the presiding officer/chairperson. After such recognition, the Commissioner shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another Commissioner. Speakers should address their remarks to the presiding officer/chairperson, maintain a courteous tone and avoid interjecting a personal note into debate.

No Commissioner shall speak more than once on the same questions unless every Commissioner desiring to speak to that question shall have had the opportunity to do so.

The presiding officer/chairperson, at his or her discretion and subject to the appeal process mentioned in Section D.1, may permit any person to address the Commission during its deliberations.

## **Section 3. Ordinances and Resolutions**

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

A vote on all ordinances and resolutions shall be taken by roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by commission rules.

The adoption of any ordinance by the Commission shall require for its passage the concurrence of a majority of all members of the Commission, namely three (3) members.

The adoption of any resolution shall be by the affirmative vote of the majority of the Commission present, except that the affirmative vote of 2/3<sup>rd</sup> of the Commissioners present will be required to adopt any resolution that,

- (a) Prevents the introduction of question for consideration;
- (b) Closes, limits, or extends the limits of debate;
- (c) Limits the freedom of nomination or voting;
- (d) Closes nominations, or
- (e) Deprives one of membership of office.

#### **Section 4. Roll Call**

In all roll call votes, the names of the members of the Commission shall be called in rotating order as determined by the clerk.

#### **Section 5. Duty to Vote**

Election to a deliberative body carries with it the obligation to vote. Commission members present at the Commission meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A Commission member who

is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting.

Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. Any City officer called on to make an official decision who feels a conflict of interest may exist, should make that feeling known and may abstain from voting on that issue. (Charter Sec. 3.4(b)). A vote may be postponed, if necessary, to obtain the opinion of the City Attorney.

The right to vote is limited to the members of Commission present at the time the vote is taken. Voting by proxy or by telephone is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

#### **Section 6. Results of voting**

In all cases where a vote is taken, the presiding officer/chairperson shall declare the result.

It shall be in order for any commission member voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Commission. When a motion to reconsider fails, it cannot be renewed.

## **E. CITIZEN PARTICIPATION**

### **Section 1. General**

Each regular City Commission meeting agenda shall provide for reserved time for audience participation.

If requested by a member of the Commission, the Presiding Officer/Chairperson shall have discretion to allow a member of the audience to speak at times other than reserved time for audience participation.

### **Section 2. Length of Presentation**

Any person wishing to address the City Commission during the times set for public comment, shall be limited to three (3) minutes in length for the first Public Comment time and five (5) minutes in length for the second Public Comment time per individual presentation. The Clerk will maintain the official time and notify the speakers when their time is up.

### **Section 3. Addressing the Commission**

When a person addresses the Commission, he or she shall step up to the podium or designated area and state his or her name and home address. Remarks should be confined to the question at hand and addressed to the presiding officer/chairperson in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak. (If a person addressing the City Commission is found to be disorderly then page 4, Section 8, of these rules shall apply).

## **F. MISCELLANEOUS**

### **Section 1. Adoption and Amendment of Rules of Procedure**

These rules of procedure of the Commission will be placed on the agenda of the first meeting of the Commission following the seating of the newly elected Commission members for review and adoption. A copy of the rules adopted shall be distributed to each Commission member.

The Commission may alter or amend its rules at any time by a vote of 4 of the 5 Commissioners after notice has been given of the proposed alteration or amendment.

**Section 2. Suspension of Rules**

The rules of the Commission may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds (2/3) of the members present except that City Commission action shall conform to the City Charter, State Statutes and to the Michigan and the United States Constitutions.

**Section 3. Bid Awards**

The Commission will award bids during regular or special meetings. A bid award may be made at a special meeting of City Commission if that action is announced in the notice of the Special Meeting.

**Section 4. Committees**

The Mayor shall appoint all members with commission confirmation to committees of the Commission, except the Ironwood Housing Commission, which the City Manager shall appoint according to MCLA 125.654.

**Section 5. Commission Mail**

That the city Clerk (or an agent appointed by the Clerk) be authorized to open all mail addressed to the City Commission and that the Clerk make a sufficient number of copies of the ordinary mail received to be mailed/delivered with the docket on Friday preceding the meeting. Further, that copies of all urgent correspondence be made and mailed to the Commissioners without delay.

**Proceedings of the Ironwood City Commission**

A Regular Meeting of the Ironwood City Commission was held on October 28, 2013 at 5:30 P.M. along with a Public Hearing at 5:10 P.M., 5:15 P.M., 5:20 P.M. and 5:25 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Mayor Corcoran opened the Public Hearing at 5:10 P.M.
2. Public Hearing: To hear comment on a blight violation at 148 W. Pewabic Street.

Code Enforcement Officer Jason Alonen addressed the City Commission stating there have been several complaints with vehicles in the yard and debris in the back yard. He further stated notices were sent, contact was made, and the homeowner still is not in compliance.

Milton Teige, the homeowner was present and stated the two (2) vehicles in the front yard are licensed and insured and Michigan does not require a front plate. The owner assured the City Commission that the Bronco in the back yard would be removed by Wednesday afternoon. Further discussion of this matter took place.

3. Mayor Corcoran closed the Public Hearing at 5:15 P.M.
- 

1. Mayor Corcoran opened the Public Hearing at 5:15 P.M.
2. Public Hearing: To hear comment on a blight violation at 226 W. Arch Street.

Code Enforcement Officer Alonen informed the City Commission the roof of the garage was taken off and the homeowner has been working on cleaning this property up but if the homeowner wants to repair the garage they would need to bring it up to code. Mr. Alonen noted some progress had been made. The City Commission had several questions regarding demolish of the garage and the removal of the debris. Mr. Alonen stated notices were sent, contact was made, and the homeowner is still not in compliance.

Patrick Moselle, the homeowner was presented and stated that he is going through a divorce and Lt. Rimkus has been harassing him since Lt. Rimkus moved in behind him. The homeowner further stated he did not want to take the walls of the garage down because it would be a bigger mess. The car and camper are up for sale and someone had vandalized his vehicles. He requested the City Commission give him more time to clean up his property. Several members of the City Commission had questions for the homeowner.

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 comment on a blight violation at 1216 Celia Street.

Code Enforcement Officer Alonen stated this is another property with a garage that is falling down and a vehicle in the front yard. The City had sent out notices with no response and the taxes are being paid.

Paul Grbavcich, of 221 E. Leonard Street stated the car in the yard has not moved for 1 ½ years, the garage is falling down, and the people in the neighborhood do not want it turned it to a slum. He further urged the City Commission to take care of this problem now. No further comments were received.

3. Mayor Corcoran closed the Public Hearing at 5:25 P.M.
-



1. Mayor Corcoran opened the Public Hearing at 5:25 P.M.
2. Public Hearing: To hear comment on a blight violation at 507 Lake Street.

Code Enforcement Officer Alonen informed the City Commission this property was the former Western Auto Building where there has been several vehicles and debris. He also informed the City Commission the City has spoke to the owner but her husband had passed away during the last couple of weeks. She has requested a 30-day extension to bring this property into compliance. No further comments were received.

3. Mayor Corcoran closed the Public Hearing at 5:30 P.M.
- 

- A. Mayor Corcoran called the Regular Meeting to Order at 5:30 P.M.
- B. Recording of the Roll.
- C. Approval of the Consent Agenda.\*

\*1) Approval of Minutes – October 14<sup>th</sup> Regular City Commission Meeting.

\*2) Review and Place on File:

- a) Pat O'Donnell Civic Center Meeting Minutes of September 3<sup>rd</sup>.

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

- D. Approval of the Agenda.

*Motion was made by Semo, seconded by Shackelford and carried to amend the agenda by adding item D1. Receive & Place on File from the Finance Director. 1. Statement of Revenue & Expenditures. 2. Monthly Cash Reports, D2. Approval of Monthly Check Register Report, and N1. Consider approval of locally funded final contractor application for Payment #7 in the amount of \$10,100.21 for the City of Ironwood – W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents.*

- D1. Receive & Place of File from the Finance Director.
  1. Statement of Revenue & Expenditures.
  2. Monthly Cash Reports.

*Motion was made by Semo, seconded by Shackelford and carried to receive and place on file the Statement of Revenue & Expenditures for the month ending September 30, 2013 and Monthly Cash Report dated September 2013.*

- D2. Approval of Monthly Check Register Report.

*Motion was made by Shackelford, seconded by Tauer to approve the monthly check register report for September 2013. Unanimously passed by roll call vote.*

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

There were none.

- F. AUDIENCE: Elaine Erickson, Library Director.  
(RE: Information on "Geek the Library").

Library Director Elaine Erickson addressed the City Commission regarding the upcoming kickoff for the "Geek the Library" campaign scheduled for November 21<sup>st</sup> from 5:00 P.M. – 6:00 P.M. at the Carnegie Library. Geek the Library is a community-based public awareness campaign designed to highlight the vital role of public libraries in today's challenging environment. The Library Director urged everyone to attend the kickoff and noted for more information visit [www.geekthelibrary.org](http://www.geekthelibrary.org).

- G. AUDIENCE: Coleman Engineering.  
(RE: Presentation on S.A.W. Grant Application).

Mike Foley, from Coleman Engineering gave a presentation on the Stormwater, Asset Management, and Wastewater (S.A.W.) Grant to the public and the City Commission. He noted the application is due the first part of December and staff will be asking the City Commission to pass a resolution at their November 25<sup>th</sup> meeting to apply for the S.A.W. Grant Application. This grant will help to cover the costs of the asset management plan development and implementation for wastewater and stormwater systems, including a complete inventory of all existing system assets. Further discussion of this matter took place.

#### OLD BUSINESS

- H. Discuss and Consider action on blighted property at 148 W. Pewabic Street.

*Motion was made by Semo, seconded by Shackelford and carried to authorize staff in 30 days to move forward with remediation of the blighted property at 148 W. Pewabic Street.*

- I. Discuss and Consider action on blighted property at 226 W. Arch Street.

City Manager Erickson clarified that if 30 days passes the City will not pick through anything the vehicles will be removed and the garage will be taken down.

*Motion was made by Semo, seconded by Shackelford and carried to authorize staff in 30 days to move forward with remediation of the blighted property at 226 W. Arch Street.*

- J. Discuss and Consider action on blighted property at 1216 Celia Street.

*Motion was made by Semo, seconded by Tauer and carried to authorize City Staff to follow due process to take the necessary steps to deal with the blighted property at 1216 Celia Street.*

- K. Discuss and Consider action on blighted property at 507 Lake Street.

*Motion was made by Semo, seconded by Tauer and carried to authorize staff in 30 days to move forward with remediation of the blighted property at 507 Lake Street.*

- L. Discuss and Consider continued action on blighted property at 319 Albany Street.

No action was taken at this time property, property was in compliance.

- M. Discuss and Consider Approval of Resolution #013-028 authorizing the Use of Snowmobiles on Designated City Streets and Alleyways.

*Motion was made by Semo, seconded by Shackelford to approve Resolution #013-028 authorizing the Use of Snowmobiles on Designated City Streets and Alleyways. Unanimously passed by roll call vote.*

NEW BUSINESS

- N. Discuss and Consider authorizing advertisement to bid for Entrée and Companions kitchen equipment.

*Motion was made by Semo, seconded by Shackelford and carried to authorize advertisement to bid for Entrée and Companions kitchen equipment.*

- N1. Consider approval of locally funded final contractor application for Payment #7 in the amount of \$10,100.21 for the City of Ironwood – W. Ayer Street Neighborhood Project and authorize Mayor to sign all applicable documents.

*Motion was made by Semo, seconded by Tauer to approve the locally funded final contractor application for Payment #7 in the amount of \$10,100.21 for the City of Ironwood – W. Ayer Street Neighborhood Project after review by City Manager and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.*

- O. Discuss and Consider authorizing advertisement to bid for Old Word Meats butcher equipment.

*Motion was made by Semo, seconded by Shackelford and carried to authorize advertisement to bid for Old World Meats butcher equipment.*

- P. Discuss and Consider approving Resolution #013-027 in support of the Michigan Regional Prosperity Initiative application.

*Motion was made by Semo, seconded by Shackelford to approve Resolution #013-027 in support of the Michigan Regional Prosperity Initiative application. Unanimously passed by roll call vote.*

- Q. Mayor's Appointment to the Pat O'Donnell Civic Center.

Mayor Corcoran reappointed Jim Collins to a three (3) year term on the Pat O'Donnell Civic Center Board (term expiring October 31, 2016).

*Motion was made by Semo, seconded by Shackelford and carried to approve the Mayor's reappointment of Jim Collins to a three (3) year term on the Pat O'Donnell Civic Center Board (term expiring October 31, 2016).*

- R. Manager's Report.

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

- \*Angelo Luppino has finished up the work on the Social Security Office at the Memorial Building.
- \*The City Clerk's Office will be open on Saturday, November 2<sup>nd</sup> from 10 am to 2 pm for last minute absentee voter ballots.
- \*The Civic Center ice rink floor has been installed.
- \*Northwood's Paving will be completing a few additional utility street patches for the City later this week.
- \*The condemned property at 213 Bonnie Street is waiting to have the environmental work completed, prior to Jakes Excavating starting the demolition and clean up work.
- \*City Staff met last week with representative from Xcel Energy to discuss burying the power lines and installing aesthetically pleasing light poles along the US 2.

\*The First annual "Ghouls Run at Midnight" run was held this past Saturday and the Memorial Building.

\*Staff will be hosting the second of two public informational meetings on Wednesday, October 30<sup>th</sup> at 5:00 p.m.

\*Halloween "Trick or Treating" has been scheduled in Ironwood for Thursday, October 31<sup>st</sup> from 4:30 p.m. to 7:00 p.m.

\*The property owner at 124 North Lake Street cleaned up their property prior to the City DPW taking action and the DPW is scheduled to clean up the blighted property at 301 E. Oak Street for later this week.

\*The City's Deer Management bow hunt has registered 7 deer to date.

S. Other Matters (Three Minute Limit).

Commissioner Semo thought that because Xcel is moving the poles perhaps there would be a savings to us to put in new poles. City Manager Erickson informed the Commission that they are having talks with Xcel and MDOT regarding this matter.

Mayor Corcoran and the City Commission thanked the City Staff and citizens for the opportunity in serving on the City Commission. They also thanked Public Safety for their help during the power outage.

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

The resident from 301 E. Oak Street addressed the City Commission and requested an extension of time after the winter to remove the blight from his property.

U. Adjournment.

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

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk



**Proceedings of the Parks and Recreation Committee  
Monday October 7, 2013, 5:00 p.m.**

---

A regular meeting of the Parks and Recreation Committee was held on Thursday, October 7, 2013 at 5:00 P.M. in the Conference Room #1, Second Floor, Memorial Building, Ironwood, Michigan.

1. Call to Order:

Chair Davey called the meeting to order at 5:00 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Anderson, Paul	X			
Burchell, Annette	X	Arrived 5:20p		
Davey, Sam – Chair	X			
Kangas, Tom	X			
Shackelford, Monie, ex- officio, non-voting	X			
True, Marion	X			
Vuorenmaa, Bruce	X			
Wamhoff, Colleen	X			

Also present, Community Development Director Michael J.D. Brown. Mr. Somero in the audience.

3. Approval of the Minutes:

**Motion** by Wamhoff to accept the September 5, 2013 Meeting Minutes. **Second** by Vuorenmaa.  
**Motion Carried 6 to 0.**

4. Approval of the Agenda: New agenda item #8d – Meeting Time change to be added to agenda.

**Motion** by Anderson to accept the Amended Agenda to add Item #8d – Meeting Time Change.  
**Second** by True. **Motion carried 6 to 0.**

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

None

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

None.

7. Park Financials: Davey to speak with Clerk Gullan about the deer hunt fees.

8. Items for discussion and consideration:

- a. Clemens Street Property (Somero). (Mr. Somero in audience): Mr. Suzik sold his property to Mr. Somero. Mr. Somero is requesting to purchase an approximately 90' by 150' parcel of property adjacent to the residence on 505 South West Street. Discussion on the history of this matter was had. The property is not on the City's Surplus Property List; however is zoned Open. The Committee asked Mr. Somero if he would be willing to grant an easement for possible trail purposes, and he said he would.

**Motion** by True to sell the property on Clemens Street to Somero and follow the direction of the City Commissioners. **Second** by Wamhoff. **Motion carried 6 to 0.**

- b. Letter of Support for downtown Art Place (DAP): Director Brown said that he received a letter from the DAP requesting a letter of support for a grant they are applying for a new HVAC system.

**Motion** by Anderson to send a letter of support to the DAP. **Second** by Kangas. **Motion carried 6 to 0. (Note: Annette Burchell arrived at 5:20 p.m.)**

- c. 2014 Goal Setting:

Director Brown said that it's time to put together this next year's goals, so that when it comes to budget time next year, the Committee is ready.

- *Repave Mt. Zion road and add directional signage (5)*
- *Access Trail from non-motorized trail to Miner's Park (4)*
- *Work with Ironwood Schools to acquire Norrie School site and develop park/playground (4)\**
- *Install lights on the ski trail in Miner's Park (4)*
- *Install an outdoor skating rink (3)*
- *Install Mt. Zion accessible viewing deck (2)*
- *Tree trimming at Mt. Zion (1)*
- *Create a dog park (1)*
- *Install Mt. Zion guard rail (0)*

\*Requires amendment to 5 year park and rec plan to be eligible for DNR grant funding.

- d. Meeting time change:

**Motion** by True to amend the Committee's By-Laws to change the time of the Parks and Recreation meetings from 5:00 p.m. to 5:30 p.m. **Second** by Vuorenmaa. **Motion Carried 7 to 0.**

9. Project Updates:

Director Brown stated that Curry Park grant preliminary scoring came in. We received 5 more points than last year. We will need to wait for the rankings to come in to see if the City will receive any grant money.

Trail Map: Director Brown stated this will be rolled into the Comprehensive Plan Update. The Planning Commission will be meeting in November to begin working on this.

10. Other Business:

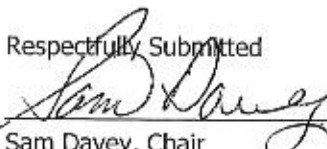
None

11. Next Meeting: November 4, 2013 at 5:30 p.m.

12. Adjournment:

**Motion** by True to adjourn the meeting. **Second** by Vuorenmaa. **Motion Carried 7 to 0.**  
Adjournment at 6:14 P.M.

Respectfully Submitted

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

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



The City of  
**IRONWOOD**  
Department of Public Safety  
123 West McLeod Avenue Ironwood, Michigan 49938  
PHONE: 906-932-1234/1510N

*Andrew DiGiorgio*  
*Director of Public Safety*

**Date: 11/4/2013**

Ironwood City Commission;

In April, the Ironwood Public Safety Department was awarded an Assistance to Firefighters Grant for the replacement of fire department turnout gear. Turnout gear is the protective gear firefighters use to protect their body when conducting operations in a hazardous atmosphere. Those hazards can be things such as blood borne pathogens, hazardous materials, or the byproducts of combustion. The National Fire Protection Association (NFPA) and the Occupational Safety and Health Administration (OSHA) require replacing turnout gear every 10 years or sooner if damaged and stained.

The grant was awarded for \$42,500 to replace 17 full sets of turnout gear. The City of Ironwood is only responsible for 5% of that amount or \$2125. We are hopeful that future capital outlay planning and expenditures will allow us to replace a few sets of gear every year and stay on top of the 10 year replacement schedule.

As a part of the process of selecting quality turnout gear, we set up a committee to examine different styles and materials from several turnout gear manufacturers. This committee witnessed demonstrations from three different turnout gear sales representatives. The committee made material and construction decisions and a request for proposals was created and approved by the commission. Included with that request was a scoring system for selection that was based on the needs of the fire department, price, and quality assurance.

After all of the proposals were received, the committee again met and discussed the conformance of the proposals to the request documents, comfort, durability, and customer service. The committee unanimously agreed that Superior Safety Solutions most closely matched the requirements set forth by the request for proposals and matched the needs of the fire department. Though Pomasl Fire Equipment provided a lower price, the proposal did not meet the standards set forth in the request for proposals. The sales representative for Superior Safety Solutions resides in Wakefield and has provided the Ironwood Public Safety Department with outstanding customer service in the past.

**That being said, it is the committee's recommendation that the Ironwood City Commission approve the proposal of Superior Safety Solutions and authorize purchase of 17 sets of turnout gear.**

Thank you,

  
Brandon R. Snyder  
Fire Officer / Investigator  
Ironwood Public Safety Department



### 2012 Assistance to Firefighters Grant Request for Proposals Results


Vendor	Committee Selection	Points	Price	Points	Customer Service	Points	Total Points
Pomasl	2 <sup>nd</sup>	48.75	38,726. <sup>00</sup>	30	2 <sup>nd</sup>	3.75	82.5
Industrial Safety	3 <sup>rd</sup>	32.5	38,923. <sup>03</sup>	22.5	3 <sup>rd</sup>	2.5	57.5
Superior Safety Solutions	1 <sup>st</sup>	65	41,909. <sup>93</sup>	15	1 <sup>st</sup>	5	85

1st - 65 points  
 2nd 48.75 points  
 3rd - 32.5 points  
 4th - 16.25 points  
 5th - 0 points

1st - 30 points  
 2nd 22.5 points  
 3rd - 15 points  
 4th - 7.5 points  
 5th - 0 points

1st - 5 points  
 2nd 3.75 points  
 3rd - 2.5 points  
 4th - 1.25 points  
 5th - 0 points

Sealed Bids Opened on Friday November 1st 2013 @ 1205 hrs.

  
 #250  
 Fire Officer Brandon Snyder - IPSD

Committee Members

  
 Public Safety Officer Andrew Leiphart

  
 Volunteer Fire Chief Robert Brentar

  
 Volunteer Captain Jamie Peite

  
 Witness #1

  
 Witness #2

**APPLICATION FOR PAYMENT**

<b>TO OWNER:</b> City of Ironwood 213 S. Marquette Street Ironwood, MI 49938	<b>PROJECT:</b> 1306 Ironwood Memorial Building SSA Office 213 S. Marquette Street Ironwood, MI 49938	<b>APPLICATION NO:</b> 2 <b>PERIOD TO:</b> 10/31/2013 <b>PROJECT #s:</b> 13-SSA	<b>Distribution to:</b> OWNER CONTRACTOR ARCHITECT
<b>FROM CONTRACTOR:</b> Angelo Luppino Inc. 11434N Island Lake Road Iron Belt, WI 54538	<b>ARCHITECT:</b> Northern Design Works PLLC, LLC 420 Rail Street Negaunee, MI 49865	<b>CONTRACT DATE:</b> 08/16/2013	

**CONTRACT FOR:** Remodel SSA Office

**CONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT .....	\$34,948.00
2. NET CHANGE BY CHANGE ORDER .....	
3. CONTRACT AMOUNT TO DATE (Line 1 + 2) .....	\$34,948.00
4. TOTAL COMPLETED AND STORED TO DATE .....	\$34,948.00
(Column G on Continuation Page)	
5. RETAINAGE:	
a. 0.00% of Completed Work .....	\$0.00
(Columns D + E on Continuation Page)	
b. 0.00% of Stored Material .....	\$0.00
(Column F on Continuation Page)	
Total Retainage (Line 5a + 5b or Column I on Continuation Page) .....	\$0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$34,948.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT .....	\$11,664.00
(Line 6 from prior Application)	
8. CURRENT PAYMENT DUE .....	\$23,284.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$0.00
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

**CONTRACTOR:** Angelo Luppino Inc

By: Nancy Luppino Date: 11-1-13

State of: Wisconsin

County of: Iron

Subscribed and sworn to before

me this 1<sup>st</sup> day of November 2013

Notary Public: Karen Soine

My Commission Expires: December 04, 2016

**ARCHITECT'S CERTIFICATION**

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED \$ 23,284.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to the amount certified.)

**ARCHITECT:** NORTHERN DESIGN WORKS

By: [Signature] Date: 11-4-2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 2

APPLICATION FOR PAYMENT

PROJECT:

1306

APPLICATION NO.:

2

containing Contractor's signed Certification is attached.

Ironwood Memorial Building SSA Office

APPLICATION DATE:

10/31/2013

Use Column I when variable retainage for line items may apply.

PERIOD TO:

10/31/2013

PROJECT #s:

13-SSA

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Requirements	\$1,879.00	\$1,450.00	\$429.00	\$0.00	\$1,879.00	100%	\$0.00	
02	Architectural Casework	\$1,447.00	\$0.00	\$1,447.00	\$0.00	\$1,447.00	100%	\$0.00	
03	Fire Stopping	\$166.00	\$0.00	\$166.00	\$0.00	\$166.00	100%	\$0.00	
04	Coiling Doors	\$2,770.00	\$1,550.00	\$1,220.00	\$0.00	\$2,770.00	100%	\$0.00	
05	Security Film	\$2,107.00	\$0.00	\$2,107.00	\$0.00	\$2,107.00	100%	\$0.00	
06	Rokey Lock	\$225.00	\$0.00	\$225.00	\$0.00	\$225.00	100%	\$0.00	
07	Gypsum Board/Painting	\$5,690.00	\$5,690.00	\$0.00	\$0.00	\$5,690.00	100%	\$0.00	
08	Acoustical Ceilings	\$1,619.00	\$1,010.00	\$609.00	\$0.00	\$1,619.00	100%	\$0.00	
09	Resilient Base/Sheet Carpet	\$3,403.00	\$0.00	\$3,403.00	\$0.00	\$3,403.00	100%	\$0.00	
10	Signage	\$94.00	\$70.00	\$24.00	\$0.00	\$94.00	100%	\$0.00	
11	Fire Protection	\$301.00	\$150.00	\$151.00	\$0.00	\$301.00	100%	\$0.00	
12	Electrical	\$15,063.00	\$2,885.00	\$12,178.00	\$0.00	\$15,063.00	100%	\$0.00	
13	Lock Box	\$184.00	\$156.00	\$29.00	\$0.00	\$184.00	100%	\$0.00	
14	Drop Box	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
TOTALS		\$34,948.00	\$12,960.00	\$21,988.00	\$0.00	\$34,948.00	100%	\$0.00	

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT



# ANGELO LUPPINO, Inc.

Mason • Contractor • Blacktop



Phone:  
(715) 561-4906

Fax # (715) 561-4338

Box 100  
Iron Belt,  
Wisconsin  
54536

## Full Unconditional Waiver

I/we have a contract with City of Ironwood

To provide labor and material

For the improvement of property described as: \_\_\_\_\_

Memorial Building - SSA office

213 S Marquette Street

Ironwood, MI 49938 Renovation of space in Memorial Bld for SSA office.

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released. *Lein Waiver is in effect after check clears financial institution of contractor.*

Angelo Luppino, Inc.

By: Nancy Luppino

Address: P.O. Box 100

Iron Belt, WI 54536

Telephone: 715-561-4906

Signed on: 11/4/13 (date)

**Do not sign blank or incomplete forms. Retain a copy.**

City of Ironwood  
Pat O'Donnell Civic Center  
Ice Skating System  
Change Order #2  
November 11, 2013

Change Order #2 for the Pat O'Donnell Civic Center project includes an increase to the project in the amount of \$3,749.66 for additional refrigeration parts and additional work completed on this project. The approved total contract amount will change from \$426,402.00 to \$430,151.66.

\_\_\_\_\_  
City of Ironwood      Date

\_\_\_\_\_  
Arena Systems      Date

**Scott Erickson**

---

**From:** Mike Elam [Mike@arenasystems.com]  
**Sent:** Monday, October 28, 2013 1:23 PM  
**To:** Scott Erickson; thepatcivctr@yahoo.com  
**Cc:** Mike Elam  
**Subject:** Change Order  
**Attachments:** CCF28102013\_00000.jpg; CCF28102013\_00001.jpg; CCF28102013\_00002.jpg

Brian / Scott -

Good morning. Attached is the change order for the additional refrigerate parts added to your systems that were not part of the scope of work. Let me know how you want to handle the change order, or if the attached form is acceptable.

**Here is the breakdown:**

Refrigeration Parts - \$ 2,028.98  
 Freight - \$ 306.59  
 Labor - 5 hrs @ \$ 75.00/ HR \$ 375.00  
 Truck Charge - \$ 100.00  
Ruotsala Weld Charge - \$ 450.00  
 Total Cost - \$ 3,260.57  
15% OH / Profit - \$ 489.09  
**TOTAL CHANGE ORDER - \$ 3,749.66**

Let me know if you have any questions.

Thanks  
 Mike

Michael Elam  
 Sales Executive  
 Arena Systems  
 420 East County Road D  
 St. Paul, MN 55117  
 651-490-3044  
 651-490-5357 – FAX  
 651-247-5647 – MOBILE  
 Mike@arenasystems.com  
 www.arenasystems.com



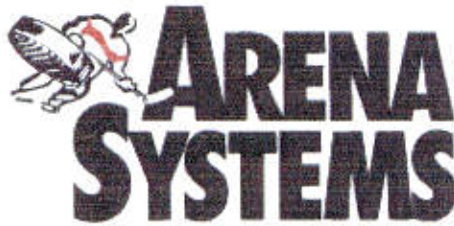


EXHIBIT C  
CHANGE ORDER NUMBER - 1

Dated: October 28, 2013

Contractor: **ARENA SYSTEMS**

Owner: **CITY OF IRONWOOD**

Job Site Address: PAT O'DONNELL CIVIC CENTER  
E4972 JACKSON ROAD  
IRONWOOD, MI 49938

You are directed to make the changes noted below to the Work specified in our Contract.

\_\_\_\_\_  
[Signature of Owner]

\_\_\_\_\_  
[Signature of Owner]

Scope of work:

Arena Systems proposes to furnish all labor, material and equipment to perform the below listed work at the PAT O'DONNELL CIVIC CENTER PER BRIAN'S REQUEST. We will supply and install the following refrigeration parts and products: (2) Sporlan Driers (c1449G) with drier cores (rc4864), ball valves (118BV), Solenoid Valves (ME25S290) w/ coils (mkc2), and extra R-22 for these parts. See attached breakdown and invoices. Also, this change order will include the \$ 450.00 for Ruotsala to weld and modify the condenser metal structure.

Contract Price before this Change Order:	\$ 426,402.00
Net <b>Increase</b> from this Change Order:	\$ 3,749.66
<b>Resulting Contract Price:</b>	\$ 430,151.66
Substantial Completion Date before this Change Order:	N/A
Net increase (decrease) in contract time:	N/A
<b>Resulting Substantial Completion Date:</b>	N/A

**ACCEPTANCE BY Contractor:**

This Change Order is accepted this **28th** day of **OCTOBER, 2013**.

Contractor

By:   
Contractor's authorized signer

Its: SALES EXECUTIVE  
Signer's title

420 East County Road D, St. Paul, MN 55117  
(651) 490-3044 - (651) 490-5357 FAX  
[info@arenasystems.com](mailto:info@arenasystems.com) - [www.arenasystems.com](http://www.arenasystems.com)

**800-328-6808**

# INVOICE



## UNITED REFRIGERATION INC.

REFRIGERATION • AIR CONDITIONING • HEATING SUPPLIES • EQUIPMENT  
 11401 ROOSEVELT BLVD., PHILA, PA 19154-2197  
 (215) 696-9100 • www.uri.com  
 WHOLESALE DISTRIBUTORS



BRANCH	INVOICE DATE	INVOICE NUMBER
024	10/22/13	40424041-00
P.O. NO.	CUST. NO.	PAGE #:
19455	1034338	1 of 1
INVOICE AMOUNT		AMOUNT PAID
1,236.05		

For questions concerning this invoice please contact the credit office:

2301 MEACHAM BLVD. FT. WORTH, TX 76106-2232

Phone: (800) 438-4810

Fax: (817) 625-9138

FED I.D. NO.: 23-1307731

REMIT TO:

UNITED REFRIGERATION, INC.  
 PO BOX 678458  
 DALLAS, TX 75267-8458

BILL TO:

694 1 MB 0.405 E0382 10663 0803476138 P1658303 0003:0003



GST INC DBA ARENA SYSTEMS Z1  
 420 COUNTY ROAD D E  
 SAINT PAUL MN 55117-1218

DETACH HERE AND INCLUDE WITH YOUR PAYMENT. ATTACH EXPLANATION WHEN NOT PAYING IN FULL.

BRANCH LOCATION		SHIP TO		INSTRUCTIONS		
** Drop Ship ** 2231 West 1st Street Duluth, MN 55806		PAT O'DONNELL CIVIC CENTER E 4972 JACKSON ROAD ATTN: ARENA SYSTEMS IRONWOOD, MI 49938				
				REFERENCE INVOICE #	e COMMERCE ORDER #	
INVOICE DATE	INVOICE NO.	PO NUMBER	CUSTOMER NUMBER	TERMS	PICKUP NAME	
10/22/13	40424041-00	19455	1034338	1% 10thprox		
					VIA	SHIP DATE
					UPS NEXT DAY	10/21/13

LINE NO.	PRODUCT / DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY UOM	UNIT PRICE	PRICE UOM	AMOUNT (NET)
✓ 1	C1449G SPORLAN 1-1/8" OD LIQUID SHELL 402401	2	0	2	ea	320.56000	ea	641.12
✓ 2	ME2SS290HP SPORLAN 1-1/8ODF R410A SOL VLV L/COIL 4036-00	1	0	1	ea	235.73000	ea	235.73
2	Lines	Shipped Total		3		Total		876.85
	8.77 Cash Discount					Freight Out		306.59
						Taxes		52.61
						Invoice Total		1,236.05

CHANGE ORDER #1 - REFRIGERATION

PARTS - 2,028.98

FREIGHT - 306.59

LABOR - 375.00

TRUCK CHARGE - 100.00

2,810.57

Thank you for your Business!





# UNITED REFRIGERATION INC.

REFRIGERATION • AIR CONDITIONING • HEATING SUPPLIES • EQUIPMENT  
 11401 ROOSEVELT BLVD., PHILA, PA 19154-2197  
 (215) 698-9100 • www.uri.com  
 WHOLESALE DISTRIBUTORS

## INVOICE

BRANCH	INVOICE DATE	INVOICE NUMBER
024	10/22/13	40423588-00
P.O. NO.	CUST. NO.	PAGE #
19455	1034338	1 of 2
INVOICE AMOUNT	AMOUNT PAID	
6,003.31		

For questions concerning this invoice please contact the credit office

2301 MEACHAM BLVD. FT. WORTH, TX 76106-2232

Phone: (800) 438-4810

Fax: (817) 625-9138

FED I.D. NO.: 23-1307731

REMIT TO:

UNITED REFRIGERATION, INC.  
 PO BOX 678458  
 DALLAS, TX 75267-8458

### BILL TO:

894 1 MB 0.405 ED382X 10661 0803476137 P1658303 0001:0003



GST INC DBA ARENA SYSTEMS Z1  
 420 COUNTY ROAD D E  
 SAINT PAUL MN 55117-1218

DETACH HERE AND INCLUDE WITH YOUR PAYMENT. ATTACH EXPLANATION WHEN NOT PAYING IN FULL.

BRANCH LOCATION		SHIP TO			INSTRUCTIONS		
DULU United Refrigeration 2231 West 1st Street Duluth, MN 55806							
					REFERENCE INVOICE #	e COMMERCE ORDER #	
INVOICE DATE	INVOICE NO.	PO NUMBER	CUSTOMER NUMBER	TERMS	PICKUP NAME	VIA	SHIP DATE
10/22/13	40423588-00	19455	1034338	1% 10thprox	ROB	PICK-UP	10/21/13

LINE NO.	PRODUCT / DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY UOM	UNIT PRICE	PRICE UOM	AMOUNT (NET)
1	<del>125R22</del> R-22 REFRIGERANT 125LB CYLINDER *****HAZARDOUS MATERIAL*****	2	0	2	ea	1187.50000	ea	<del>2375.00</del>
2	<del>6YL200</del> CYLINDER DEPOSIT \$200.00	2	0	2	ea	200.00000	ea	<del>400.00</del>
5	RC4864 SPORLAN ACTIVATED DRIER CORE 404360	6	0	6	ea	23.06000	ea	138.36
6	A685 SPORLAN C46-192 MOUNTING BRACKET *481304	4	0	4	ea	20.18000	ea	80.72
7	118BV 1-1/8" REF BALL VALVE (A17865A) 907409	2	0	2	ea	52.71000	ea	105.42
8	ME25S290 SPORLAN 1-1/8"OD SOLENOID L/COIL 3672-00	1	0	1	ea	240.39000	ea	240.39
9	MKC2DUAL SPORLAN 120/240V SOLENOID COIL 311671	2	0	2	ea	56.12000	ea	112.24
10	50R22 R-22 REFRIGERANT 50LB CYLINDER *****HAZARDOUS MATERIAL*****	5	0	5	ea	475.00000 (1)	ea	<del>2375.00</del>
11	<del>G110</del> <del>1-1/8" OD COMPLEG WC1067</del>	4	0	4	ea	1.71000	ea	<del>6.84</del>
12	<del>ELP115</del> <del>1-3/8" EP 90 ELL WC2757</del>	8	0	8	ea	4.43531	ea	<del>35.48</del>
13	<del>ELP110</del> <del>1-1/8" EP3 X C LT 90 ELL WC2647</del>	4	0	4	ea	6.52650	ea	<del>26.11</del>
14	<del>G109743</del> <del>1-5/8" X 1-1/8" CPLG WC1065</del>	1	0	1	ea	5.91375	ea	<del>5.91</del>
15	<del>NIC-1-1/8</del> <del>NIP INSUBCLAMP 1-1/8"</del>	4	0	4	EA	2.59000	EA	<del>10.36</del>
16	<del>NIC-1-5/8</del> <del>NIP INSUBCLAMP 1-5/8"</del>	10	0	10	EA	4.11000	EA	<del>41.10</del>
17	<del>NIC-2-1/8</del> <del>NIP INSUBCLAMP 2-1/8"</del>	5	0	5	EA	5.74000	EA	<del>28.70</del>
18	NH05007 NIP DEPRESSOR (VALVE OPENER)	2	0	2	ea	6.85000	ea	13.70
19	NH05004 NIP SEAL GASKET P/1/4" CHARGING HOSE	2	0	2	ea	3.20000	ea	6.40

City of Ironwood  
Pat O'Donnell Civic Center  
Ice Skating System  
Partial Payment #2

Original Contract Amount	\$424,802.00
Change Order #1	\$ 1,600.00
Change Order #2	\$ 3,749.66
	-----
New Contract Amount	\$430,151.66
Amount Completed to Date	\$430,151.66
Less Retainage/work to be Completed/Deduct for work Completed by owner	\$ 20,000.00
	-----
Amount This Estimate	\$410,151.66
Less Amount Previously Paid	<\$263,303.23>
	-----
Amount Due This Estimate	\$146,848.43

---

City of Ironwood Representative                      Date

---

Contractor Representative                      Date

## COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of November \_\_\_\_, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and KEVIN SCHNELLER and ARLENE SCHNELLER, of E5755 W. Bluffview Rd., Ironwood, MI 49938 ("Tenants"). Landlord and Tenants agree as follows:

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

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

B. "Premises" means that portion of the Property containing approximately a two (2) room office space on the second floor or Suites #BA8.

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

### *2.1 Demise of Premises; Term.*

- (a) Landlord leases the Premises to Tenants, and Tenants hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on November 1, 2013 (the "Commencement Date") and ending on October 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) Tenants shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.

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

### 2.3 Possession.

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

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

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

### 3.1 Base Rent.

- (a) Tenants shall pay to Landlord, as rent, equal monthly installments of SEVENTY-FIVE DOLLARS (\$75.00), commencing on the Commencement Date (the "Base Rent"). In addition, Tenants shall (at no cost) perform, as an independent contractor, the following:
  - Seven and one half (7 1/2) hours of volunteer work in furtherance of civic duties.
- (b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of every calendar month during the Term at such place as the Landlord shall from time to time designate.

- (c) The parties agree that Tenants services under subsection (a) above constitute a part of the Base Rent with a value of Seventy-Five Dollars (\$75.00) per month. Tenants shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenants as a result of the services performed. Tenants agree to indemnify, defend, and hold harmless the City, its officers, employees and agents from any and all liability arising out of or in any way related to Tenants performance of services under this Lease.

### *3.2 Personal Property Taxes.*

Tenants shall pay, before any penalty or interest attaches, all taxes and assessments levied or assessed against 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, Tenants shall upon execution of this Lease deposit with Landlord the sum of ONE HUNDRED FIFTY (\$150). This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of it toward any amount Tenants have failed to pay hereunder on a timely basis.
- (b) If the Premises are sold, Landlord shall have the right to transfer the security deposit to the purchaser, and Landlord shall thereafter be released from all liability for its return.

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

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

- (a) Any Rent due under this Lease shall be paid by Tenants when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenants' obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Term.

- (b) Payments received from Tenants shall be applied by Landlord as follows: first to accrued interest; second to other charges due and unpaid; and third to Base Rent.

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

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

- (a) Landlord shall furnish heat to the Premises.
- (b) Landlord shall keep and maintain the Common Areas in a neat and clean condition.
- (c) Landlord shall provide reasonable access to the Property during 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 Tenants shall require electric current for the Premises, such service shall be metered to the Premises at Tenants' expense using meter #53907373, and thereafter Tenants shall reimburse Landlord on a monthly basis for all electric current consumed as shown by said meter, at the rates charged for such services by the municipality or the local public utility furnishing the service.

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

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

6.1 *Alterations by Tenant.*

- (a) Tenants shall not make any alterations, improvements, additions or physical changes (hereinafter referred to as "Alterations") to the Premises without the prior written consent of Landlord.

- (b) Unless Landlord otherwise directs in writing, no Alterations made or installed by Tenants (except moveable equipment and trade fixtures) shall be removed by Tenants from the Premises at the termination of this Lease. Instead, all leasehold improvements shall when installed attach to the freehold and become and remain the property of Landlord.

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

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

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

#### 8.1 *Destruction--Fire or Other Cause.*

- (a) Subject to the provisions of Subsection 8.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenants or their agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance carriers or Tenants shall, as their sole remedy, be entitled to terminate this Lease.
- (b) If the Premises or the Property shall be so damaged by fire or other casualty that demolition or substantial reconstruction (resulting in a cost in excess of 40% of their initial cost) is required, then Landlord may terminate this Lease by notifying the Tenants of such termination within thirty (30) days after the date of such damage. In such event, Rent shall be prorated to the date of such termination.

- (c) Tenants shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at their expense restore or replace their personal property, fixtures and Tenants improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenants to complete their restoration and repair work.

#### *8.2 Indemnification; Tenants Property.*

- (a) Tenants shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Tenants use or occupancy of the Premises, (ii) the carelessness, negligence or improper conduct of Tenants, or any of their agents, contractors, employees, customers, invitees, or licensees, or (iii) any breach by Tenants, or any of their agents, contractors, employees, customers, invitees or licensees, of any covenant or condition of this Lease.
- (b) Tenants shall bring or keep property upon the Premises solely at their own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof.

#### *8.3 Insurance.*

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

*9.1 Landlord's Remedies.* If Tenants shall fail to make any payment of any Rent due hereunder within ten (10) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Tenants are required to observe and perform under this Lease for a period of ten (10) days following written notice of such failure, or if Tenants shall abandon or vacate the Premises during the Term of this Lease, or if Tenants shall dissolve, die or become legally incompetent, or if Tenants shall cease to entirely own all business operations being carried on upon the Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option,



without notice or demand of any kind to Tenants or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

- (a) Terminate this Lease, repossess the Premises in accordance with the provisions of Section 9.2 hereof, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by Tenants during the balance of the Term of this Lease, less the fair rental value of the Premises for said period, together with any other sum of money owed by Tenants to Landlord.
- (b) Without waiving its right to terminate this Lease, terminate Tenants right of possession and repossess the Premises without demand or notice of any kind to Tenants, in which case Landlord may relet all or any part of the Premises. Tenants shall be responsible for all costs of reletting. Tenants shall pay Landlord on demand any deficiency from such reletting or Landlord's inability to do so.
- (c) Have specific performance of Tenants obligations.
- (d) Cure the default and recover the cost of curing due on demand.

*9.2 Termination; Surrender of Possession.*

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

The failure of Tenants 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 Tenants 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.* Tenants shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder (whether as security for an obligation or otherwise); permit any assignment hereof by operation of law; sublet the Premises or any part thereof; or permit the use of the Premises by any party other than Tenants and their employees. No consent by Landlord to an assignment or subletting shall be construed to relieve Tenants from their obligations hereunder or from obtaining Landlord's written consent to any further assignment or subletting.

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

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

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

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

11.2 *Litigation.* Landlord and Tenants waive trial by jury in any summary proceeding brought by Landlord for nonpayment of any Rent, and Tenants shall not interpose any counterclaim whatsoever in any such proceeding; provided, however, that the foregoing shall not constitute a waiver of Tenants right to bring a separate action for

any claim Tenants may have, but such separate claim shall not be joined or consolidated with such Landlord-instituted summary proceedings.

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

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

11.5 *Successors and Assigns.* The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenants and, except to the extent prohibited by Section 9.4 above, their respective successors and assigns.

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

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

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

**LANDLORD  
CITY OF IRONWOOD:**

\_\_\_\_\_  
By: KIM CORCORAN  
Its: Mayor

\_\_\_\_\_  
By: KAREN M. GULLAN  
Its: Clerk

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF GOGEBIC    )

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

\_\_\_\_\_, Notary Public  
Gogebic County, Michigan  
My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENANTS:**

\_\_\_\_\_  
KEVIN SCHNELLER

\_\_\_\_\_  
ARLENE SCHNELLER

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared KEVIN SCHNELLER and ARLENE SCHNELLER, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same on her behalf as her free act and deed.

\_\_\_\_\_, Notary Public  
Gogebic County, Michigan  
My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS DOCUMENT WAS DRAFTED BY:**

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



# NORTHWOODS

ENVIRONMENTAL INDUSTRIES, INC.

## INVOICE

Bill To:			
City of Ironwood Attn: Dennis Hewitt 213 S Marquette St Ironwood MI 49938		Date	Invoice #
		11/3/2013	3618
		P.O. #	
Reference	Description of Work	Amount	
Asbestos Abatement	Pre-demolition abatement of pipe insulation and loose transite from 213 Bonnie St, Ironwood MI	6,000.00	
Send Payment To:		<b>TOTAL OF</b>	
<b>Northwoods Environmental</b> <b>34495 US Highway 45</b> <b>Ontonagon MI 49953</b>		<b>INVOICE</b> <b>\$6,000.00</b>	
		If there are any questions feel free to contact me at 866-300-5500	

PO Box 1984  
La Crosse, WI 54603  
608-781-9318  
Fax 608-781-8253

TOLL FREE 1-866-300-5500

34495 US Highway 45  
Ontonagon, MI 49953  
906-884-6155  
Fax 906-884-6164



PO Box 218 • 202 Elm Street • Bergland, MI 49910  
Phone: (906) 575-3438 Fax: (906) 575-3373

## MEMORANDUM

**TO:** Scott Erickson, City Manager  
**FROM:** GOISD CNA  
**DATE:** October 31, 2013  
**SUBJECT:** Winter Ball

Mr. Erickson,

This winter, our high school CNA class is planning a service learning project with the elderly. We would like to hold a Winter Ball for senior citizens in the Ironwood Memorial Building's auditorium. This project would include inviting residents from local nursing homes to the building for a dance. We are looking at holding this ball on Saturday, December 14, 2013 or Saturday, December 21, 2013 from 4:00-7:00 p.m.

For decorating purposes, we would like to have access to the building the Friday night and Saturday morning before the dance. Parents have volunteered to help us clean the areas of the *building* used during this event, so we would like for the janitorial fee to be waived. We are willing to attend an Ironwood City Commission Meeting to make this proposition to the board. Thank you for your time and consideration. We hope to hear from you soon.