

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



Telephone: (906) 932-5050
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AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING MONDAY, NOVEMBER 25, 2013 Regular Meeting 5:30 P.M.

LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING

5:30 P.M.

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

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

- *1) Approval of Minutes – November 11th Organizational City Commission Meeting.
- *2) Review and Place on File:
 - a) Ironwood Housing Commission Meeting Minutes of October 8th.
 - b) Ironwood Carnegie Library Meeting Minutes of December 18, 2012.
- *3) Discuss and Consider scheduling a Public Hearing to discuss removal of City Begging Ordinance, Section 18-6 Begging in Public Places, Article 1, Chapter 18 (Offenses) of Code of Ordinances for Monday, December 9, 2013 at 5:20 P.M.

- D. Approval of Monthly Check Register Report.

- E. Approval of the Agenda.
- F. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).
- G. PRESENTATION: Kim Corcoran, Mayor.
(Plaque presentation to Monic Shackelford for years of service on the Ironwood City Commission).
- H. PRESENTATION: Lee Ann Garske Member of Downtown Art Place.
(DAP Activities & Heating System Update).

OLD BUSINESS

- I. Jason Alonen, Code Enforcement
(RE: Update on Blighted Property Clean-Up)

NEW BUSINESS

- J. Discuss and Consider setting a date and time for a City Commission Goal Setting Workshop.
- K. Discuss and Consider scheduling a Public Hearing to discuss a Blighted Property at 400 Cedar Street for Monday, December 9, 2013 at 5:25 P.M.
- L. Discuss and Consider appointing two City Commissioners to a task force to evaluate specifications for the City refuse collection contract.
- M. Discuss and Consider approving Notice of Intent Resolution #013-030, authorizing publication of notice of intent to issue revenue bonds for water supply system improvements.
- N. Discuss and Consider approving Notice of Intent Resolution #013-031, authorizing publication of notice of intent to issue revenue bonds for sanitary sewer system improvements.
- O. Discuss and Consider approving FEMA Funding Reimbursement Agreement and authorize the appropriate signatures.
*** (Full Agreement available for review in the Clerk's Office) ***

- P. Discuss and Consider rental lease agreement with Matthew and Leah Gramitt at the City Centre.
- Q. Discuss and Consider rental lease agreement with Paul Kostelnik at the City Centre.
- R. Discuss and Consider rental lease agreement with Polly Madel at the City Centre.
- S. Discuss and Consider adopting Resolution #013-032 authorizing submittal of a SAW Grant application in the amount of \$980,579.00 with no local match and authorization of City staff to sign documentation as required.
****(Full Agreement available for review in the Clerk's Office)****
- T. Discuss and Consider approval of engineering services contract with Coleman Engineering Company for the development of an Asset Management Plan under the above referenced SAW Grant, contingent upon grant award by MDEQ to the City of Ironwood.
- U. Discuss and Consider adopting the Title VI Non-Discrimination Plan and designate the City Clerk's coordinator and authorize the Mayor to sign the necessary documents.
****(Full Agreement available for review in the Clerk's Office)****
- V. Discuss and Consider approving Change Order #3 in the amount of \$8,000 (deduct) for the Civic Center Ice Making Equipment with Arena Systems.
- W. Manager's Report.
- X. Other Matters (Three Minute Limit).
- Y. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- Z. Adjournment.

Proceedings of the Ironwood City Commission

An Organizational Meeting of the Ironwood City Commission along with a Zoning Board of Appeals Public Hearing was held on November 11, 2013 at 6:30 P.M. in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

City Clerk Karen M. Gullan reviewed with the City Commission the Board of Canvasser's Report for the November 5, 2013 Election: The top five candidates were Kim Corcoran, Rick Semo, David Sim, Brandon Tauer, and Joseph J. Cayer. City Clerk Gullan noted Kim Corcoran received the most votes with 386 and Rick Semo and David Sim were second with 345. A tie vote for Mayor Pro Tem was decided according to the City of Ironwood Charter, which follows Michigan Election Law. A quarter was flipped with Rick Semo prevailing to draw first one of the two pieces of paper that stated Mayor Pro Tem and Not Mayor Pro Tem written on them. David Sim through the draw was appointed Mayor Pro Tem.

1. Oath of Office.
 1. Mayor
 2. Mayor Pro Tem
 3. City Commissioners

City Clerk Karen M. Gullan administered the Oath of Offices to the following: Mayor Kim Corcoran, Mayor Pro Tem David Sim, Commissioner Rick Semo, Brandon Tauer, and Joseph J. Cayer.

2. Mayor Corcoran called the Zoning Board of Appeals to Order at 6:35 p.m.

3. Recording of the Roll.

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

4. Mayor Corcoran opened the Public Hearing at 6:36 p.m.

5. Public Hearing: To hear comment on a request for a variance on a rear yard setback at 850 E. Ayer Street.

Community Development Director Brown stated that the Planning Commission had reviewed the site plan request and denied the request because it did not meet the 30 ft. set back. He further noted that if the variance fails the project fails.

The City Commission questioned if Mr. Fitting's plan impeded in any way on Ottawa Forest Products. Mr. Brown confirmed it did not and that Ottawa Forest Products was fine with the variance request.

Keith Johnson, of 119 E. Michigan spoke as a representative for Eric Fitting. He stated the reason there is the distance between the buildings is due to the fact they need a minimum of 42 feet to turn around a trailer if needed. Further discussion of this matter took place with no other comments being made.

6. Mayor Corcoran closed the Public Hearing at 6:40 p.m.

7. Consider Action on the variance request.

Motion was made by Semo, seconded by Tauer to approve a variance to allow a 20 ft. encroachment in the 30 ft. set back as presented. Unanimously passed by roll call vote.

8. Mayor Corcoran adjourned the Zoning Board of Appeals at 6:41 p.m.

A. Mayor Corcoran called the meeting to order at 6:42 p.m.

B. Report by City Clerk on Commissioners elected and qualified together with Board of Canvassers' Report - November 5, 2013.

Motion was made by Semo, seconded by Cayer and carried to receive and place on file the Board of Canvassers' Report – November 5, 2013 as presented.

C. Recording of the Roll.

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

ABSENT: None.

D. Adoption of Rules of the Commission.

Motion was made by Tauer, seconded by Mayor Corcoran and carried to adopt the Rules of the City Commission as presented.

E. Consider appointment of:

1. City Manager
2. City Clerk
3. City Treasurer
4. City Assessor
5. City Attorney

Motion was made by Semo, seconded by Cayer to re-appoint the current City Manager Scott Erickson, City Clerk Karen Gullan, City Treasurer Paul Lim, City Assessor Dennis Hewitt, and City Attorney Michael Pope to a 2-year term. Unanimously passed by roll call vote.

F. Consider designation of City Depository to be River Valley State Bank.

Motion was made by Semo, seconded by Tauer and carried to designate the 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.

Motion was made by Semo, seconded by Cayer and carried to designate the 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.

Motion was made by Semo, seconded by Cayer and carried to confirm Mayor Corcoran's appointment of Commissioner Tauer to the Gogebic-Iron Wastewater Authority and Board with Mayor Corcoran as the alternate.

I. Consider appointment of one Commissioner to the Community Action Agency Board.

Motion was made by Semo, seconded by Cayer and carried to confirm Mayor Corcoran's designation of Commissioner Sim to the Community Action Agency Board.

J. Consider appointment of one Commissioner to the Planning Commission.

Motion was made by Semo, and seconded by Cayer to confirm Mayor Corcoran's designation and re-appointment of Commissioner Semo to the Planning Commission.

K. Consider appointment of one Commissioner to the Pat O'Donnell Civic Center.

Motion was made by Semo, seconded by Tauer to confirm Mayor Corcoran's designation and re-appointment of Commissioner Cayer to the Pat O'Donnell Civic Center.

L. Consider appointment of one Commission to the Park & Recreation Committee.

Motion was made by Tauer, seconded by Cayer to confirm Mayor Corcoran's designation of Commissioner Semo to the Park & Recreation Committee.

M. Consider appointment of Rick Semo to the Historic Ironwood Theatre Board as an Ex-Officio non-voting member.

Motion was made by Semo, seconded by Cayer to confirm Mayor Corcoran's designation of Commissioner Sim to the Historic Ironwood Theatre Board as an Ex-Officio non-voting member.

N. Approval of the Consent Agenda*

*1) Approval of Minutes – October 28th Regular City Commission Meeting.

*2) Review and Place on File:

a) Parks and Recreation Committee Meeting Minutes of October 7th.

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

N. Approval of the Agenda.

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

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

There were none.

NEW BUSINESS

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

Motion was made by Semo, seconded by Cayer to award the bid to Superior Safety Solutions for 17 sets of fire turnout gear for the IPSD Fire Division in the amount of \$41,909.93. Unanimously passed by roll call vote.

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.

Motion was made by Semo, seconded by Cayer to approve Pay Package #2 in the amount of \$22,284.00 to Angelo Luppino for renovation of space in the Memorial Building for the Social

Security Office withholding \$1,000.00 upon authorization by the City Manager. Unanimously passed by roll call vote.

- 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.

Motion was made by Semo, seconded by Cayer to approve Change Order #2 in the amount of \$3,749.66 for the Civic Center Ice Making Equipment with Arena Systems. Unanimously passed by roll call vote.

- 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.

Motion was made by Semo, seconded by Sim to approve pay application #2 in the amount of \$146,848.43 for the Civic Center Ice Making Equipment project with Arena Systems. Unanimously passed by roll call vote.

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

Motion was made by Semo, seconded by Tauer to approve the rental lease agreement with Kevin Schneller & Arlene Schneller at the City Centre. Unanimously passed by roll call vote.

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

Motion was made by Semo, seconded by Cayer to approve payment to Northwood's Environmental Industries, Inc. for pre-demolition abatement of pipe insulation and loose transite from 213 Bonnie Street in the amount of \$6,000.00. Unanimously passed by roll call vote.

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

Motion was made by Semo, seconded by Tauer to approve the use of the Memorial Building Auditorium and waive the fee for the Winter Ball for Senior Citizens. Unanimously passed by roll call vote.

W. City Manager's Report.

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

*The Chamber of Commerce community tree lighting ceremony is scheduled for 6:00 p.m.

Wednesday, November 20, 2013 at the Depot Park.

*Copper Peak Ski Flying event is scheduled for February 28, 2014 at Copper Peak.

*A community drug awareness seminar will be held at 6:00 p.m., Wednesday, November 13, 2013 in Room 232 at the Ironwood High School.

*The TV 6 Can-A-Thon has started this week. This is the City of Ironwood's 18th year for participating in the Can-A-Thon.

*City staff met with US EPA staff last week to review the status of the manufactured gas plant site environmental clean up. The City has been working on monitoring of this site with a monthly inspection.

*The condemned property at 213 Bonnie Street has had the environmental work completed. Jakes Excavating is planning to start the demolition and clean up work later this week.

*The City Department of Public Works Crew started the blight clean up last week at 301 E. Oak Street.

X. Other Matters.

Mayor Corcoran congratulated everyone who won the election and thanked the veterans. She also thanked the High School students and the City of Hurley for helping the City of Ironwood in putting up the wreaths downtown.

Commissioner Sim noted he had recently attended a meeting at Gogebic Community College regarding the upcoming Copper Peak Ski Flying Event. He was excited to see the event in our area and stated he believes it has a lot of potential to grow. Commissioner Sim urged everyone to support this event.

Commissioner Tauer thanked the City for fixing the corner of Lake and Ayer.

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

Paul Grbavcich, of 1221 E. Leonard Street congratulated the City Commission and urged them to stop the spending and be very careful over the next few years. Further comments were received.

Z. Adjournment.

Motion was made by Semo, seconded by Tauer to adjourn the meeting at 7:23 p.m.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk

IRONWOOD HOUSING COMMISSION
REGULAR MEETING MINUTES
OCTOBER 8, 2013 – 4:00 P.M.
PIONEER PARK APARTMENTS – COMMUNITY ROOM
515 E. VAUGHN STREET – IRONWOOD, MI 49938

The regular meeting of the Ironwood Housing Commission was held on Tuesday, August 13, 2013 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, Michigan. The meeting was open to the public.

Present: Tom Yelich
Guy Trier
George Cisewski

Absent: Dennis Cossi
Kathryn Probelske

1. Call to Order

The meeting was called to order at 4:05 p.m. by President Trier followed by the Pledge of Allegiance.

2. Approval of Minutes

Motion by Yelich to approve the minutes of September 17, 2013. Second by Cisewski. All approved.

3. Old Business – None

4. New Business

4.1.1 Ron G. Stimac, Johnson Controls, Energy Performance Contracting

Ron Stimac of Johnson Controls made a presentation to the Board concerning energy performance contracting. Johnson Controls would perform a facility audit of all buildings to determine if improvements could be made that would result in energy savings. Motion made by Yelich to pursue an energy performance contract. Second by Cisewski. All approved.

4.1.2 Non-smoking policy

The issue of tenant's smoking was discussed. Motion by Yelich, to continue to allow a person to smoke in their own apartment until there is a policy change by HUD regulation or try to find a way to make it work for all concerned. Second by Cisewski. All approved.

5.1.1 Approval of Disbursements Check #017380 - #017398

Motion by Yelich to approve disbursements. Second by Cisewski. Unanimously approved with roll call.

5.1.2 Claims

Motion by Yelich to approve claims presented check # 017399 to #017408. Second by Cisewski. Unanimously approved with roll call vote.

6. Public Comment

Comment by Suzette Doleshal about people opening windows. They were told if you see a window open – close it.

7. Commissioner Comment – None

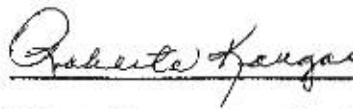
8. Adjournment

Motion by Yelich to adjourn, second by Cisewski. All approved. Meeting was adjourned at 4:30 p.m.



Guy-Trier, President

George Cisewski, Vice President



Roberta Kangas, Executive Director

MINUTES
December 18, 2012
3:30 AT Ironwood Carnegie Library

Present: Patti Jahn, Courtland Geib, Amber Mussatti, Carrie Hampston, Elaine Erickson.
Absent: Kim Corcoran, Jackie Haig.

- I. Call to order. 3:35 Patti Jahn
- II. Approval of Minutes of last meeting
Moved: Patti Jahn Seconded Courtland Geib. Carried Unanimously.
- III. Approval of Financial Report including bills
Moved Patti Jahn. Seconded Courtland Geib. Carried Unanimously.
- IV. Adjustments to the Agenda
Update on Building issues.
- V. Old Business
 - a. Fundraising committee report
Report on Annual Appeal and new fundraiser "deli days" which will be in March, 2013. We will apply for nonprofit status at the Post Office to decrease postage.
 - b. Policy Review. Tabled. Moved: Patti Jahn. Seconded Amber Mussatti. Unanimously approved.
 - c. Contract for Services. Township meets December 26th, 2012.
 - d. SLC Board Member: Patti Jahn has agreed to be the Board Member.
 - e. Calendar Final Approval and Change in Rules to change time. Moved by Carrie Hamston and Seconded Amber Mussatti. Unanimously approved.
- VI. New Business
 - a. Update on Building Issues: Pipe leak needs to be fixed. Elaine Erickson will consult with City.
 - b.
- VII. Director Report
- VIII. Board Comments
None
- IX. Public invitation to be heard.
(5-minute limitation per speaker)
None
- X. Adjournment.
4:25 Moved by Patti Jahn and Seconded by Carrie Hampston.
Unanimously approved.

Signed:



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October 29, 2013

Michael K. Pope
Ironwood City Attorney
213 S. Marquette St.
Ironwood, MI 49938

Re: Ironwood's Unconstitutional Begging Ordinance

Dear Mr. Pope:

We are writing to ask that Ironwood repeal its unconstitutional begging ordinance. In August, the U.S. Court of Appeals for the Sixth Circuit issued an important decision holding that begging is a form of speech protected by the First Amendment and that Michigan's state-law ban on begging in a public place, M.C.L. § 750.167(1)(h), is facially unconstitutional. *See Speet v. Schuette*, 726 F.3d 867 (6th Cir. 2013) (enclosed). As a result of *Speet*, municipal ordinances that similarly prohibit begging in public places are likewise unconstitutional and should be repealed.

We have reviewed your city ordinance and understand it to read as follows:

It shall be unlawful for any person to be found begging in a public place.

Ironwood, Mich., Code § 18-6 (1975).

Ironwood's ordinance, like the state law struck down in *Speet*, prohibits begging in public places and is therefore unconstitutional on its face. We therefore advise you to repeal the ordinance and to instruct your local law enforcement agency to stop enforcing it immediately.

The ACLU recognizes that municipalities have a legitimate interest in public safety. But as Judge Robert Jonker specifically explained in holding the state law unconstitutional, cities can enforce existing criminal laws instead of criminalizing speech:

Nothing prohibits the government from regulating directly the conduct the government identifies as problematic. The government can and does prohibit fraud, assault, and trespass. But what the government cannot do without violating the First Amendment is categorically prohibit the speech and expressive elements that may sometimes be associated with the harmful conduct; it must protect the speech and expression, and focus narrowly and directly on the conduct it seeks to prohibit.

Speet v. Schuette, 889 F. Supp. 2d 969, 977 (W.D. Mich. 2012).

We appreciate your time and attention to ensure that the First Amendment rights of poor people are respected in Ironwood. Once you have had the opportunity to review this letter, we ask that you contact Sofia Rahman at srahman@aclumich.org within 30 days to let us know whether you intend to repeal the ordinance and take appropriate measures to ensure that it will not be enforced.

by local law enforcement officers. Please feel free to call if you would like to discuss this matter further or if you have any questions.

Sincerely,


Sofia Rahman, Legal Fellow
(313) 578-6807
srahman@aclumich.org


Daniel Korobkin, Staff Attorney
(313) 578-6824
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Michael B. Steinberg, Legal Director
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2966 Woodward Ave.
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Miriam Aukerman, Staff Attorney
ACLU West Michigan Regional Office
1514 Wealthy St. SE, Ste. 242
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(616) 301-0930
maukerman@aclumich.org

Check Register Report

OCTOBER

Date: 11/14/2013

Time: 8:35 am

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City of Ironwood

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
127588	10/01/2013	Reconciled	9999999833	DARLENE ANTCLIFF	REFUND SEC DEP 123 DOUGLAS BLV	450.00
127589	10/04/2013	Reconciled	000000707	ACC PLANNED SERVICE, INC	CHECK A/C UNITS-MEM BLDG	34.44
127591	10/04/2013	Reconciled	0000006100	AT & T LONG DISTANCE	PHONE CHARGES	16.44
127592	10/04/2013	Reconciled	0000006400	AT&T	PHONE CHARGES	99.63
127594	10/04/2013	Reconciled	0000006210	AT&T MOBILITY	CELL PHONE CHARGES	464.77
127595	10/04/2013	Reconciled	0000270000	AUTO VALUE IRONWOOD	MAINT PARTS	345.96
127596	10/04/2013	Reconciled	0000008100	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	817.67
127597	10/04/2013	Reconciled	0000014501	BROADWAY AUTOMOTIVE	REPAIR 2012 DODGE CHARGER-PSD	268.70
127598	10/04/2013	Reconciled	0000014510	BRODART CO	SUPPLIES - LIBRARY	153.15
127599	10/04/2013	Reconciled	0000018009	RANDY L CARR	CUSTODIAL SERVICES-VELIN BLDG	371.53
127600	10/04/2013	Reconciled	0000019300	CHARTER COMMUNICATIONS	PHONE & INTERNET - DPW	1,217.45
127601	10/04/2013	Reconciled	0000036002	COLEMAN ENGINEERING CO-IRWD	TWO PRINTS - ELECTION	10.00
127602	10/04/2013	Reconciled	0000036950	THE COMPUTER DOCTORS	COMPUTER SERVICES	633.50
127603	10/04/2013	Reconciled	0000039500	CRAMBLIT'S WELDING, LLC	REPAIR TRAILER-CIVIC CENTER	93.95
127604	10/04/2013	Reconciled	0000042150	CUSTOM HOME OUTFITTERS	CARPET RESTRETCH - LIBRARY	45.00
127605	10/04/2013	Reconciled	0000123001	THE DAILY GLOBE	ADVERTISING PUBLIC NOTICES	261.00
127606	10/04/2013	Reconciled	0000044507	DALMATIAN FIRE EQUIPMENT, INC	(2) BUDDY BREATHER - PSD	1,376.90
127607	10/04/2013	Reconciled	0000047030	DEMCO, INC.	SHELVING - LIBRARY	1,865.00
127608	10/04/2013	Reconciled	0000059001	ENERGENECS	MAINT LIFT STATION	770.00
127609	10/04/2013	Reconciled	0000059400	ENTRANCE TECHNOLOGIES, INC	AUTOMATIC DOOR PREV. MAINT PRG	330.00
127611	10/04/2013	Reconciled	0000077000	G.T.C. AUTO PARTS INC	SUPPLIES - DPW	619.77
127612	10/04/2013	Reconciled	0000069400	GALE-CENGAGE LEARNING, INC	BOOKS LIBRARY	325.12
127613	10/04/2013	Reconciled	0000070200	GALLS-QUARTERMASTER	UNIFORM - PSD	191.94
127614	10/04/2013	Reconciled	0000080000	GIOVANONI TRUE VALUE HDWR	BATTERIES - WATER DEPT	145.07
127615	10/04/2013	Reconciled	0000088000	GOGEBIC COUNTY TREASURER	LEIN VPN CONNECTION-PSD	475.00
127616	10/04/2013	Reconciled	0000096550	GREAT LAKES TESTING INC	AERIAL LADDER INSPECTION	1,086.00
127617	10/04/2013	Reconciled	0000005500	HAWKINS, INC	CHLORINE - PUMP STN	702.40
127618	10/04/2013	Reconciled	0000371000	HD SUPPLY WATERWORKS	400 METER GEL CAPS	806.67
127619	10/04/2013	Reconciled	0000108400	HERITAGE FLAG & BANNER, INC	ROPE FOR FLAG POLE-MEM BLDG	28.50
127620	10/04/2013	Reconciled	0000110014	HITT'S FINE FURNITURE	VIDEO STORAGE UNIT-COMM. CHAMB	350.00
127621	10/04/2013	Reconciled	0000254000	HOWARD NIEMI TRUCKING	112 YDS SCREENED TOP SOIL	2,352.00
127622	10/04/2013	Reconciled	9999991343	IMPERIAL SUPPLIES, LLC	SUPPLIES	224.27
127623	10/04/2013	Reconciled	0000120000	IRON COUNTY MINER	15 DEER HUNTING SIGNS	54.00
127624	10/04/2013	Reconciled	0000124000	IRONWOOD GLASS	STORM WINDOW - LIBRARY	123.10
127625	10/04/2013	Reconciled	0000126000	IRONWOOD READY-MIX & TRUCKING	9 YDS 1 1/2" ROCK-GRNSPACE BR2	306.00
127626	10/04/2013	Reconciled	0000130000	IRONWOOD WATER & SEWER UTIL	MARS-SEW-01	88.75
127627	10/04/2013	Reconciled	9999991260	JASON IRVINE	REFUND SEC DEP AYEE-729-04	350.00
127628	10/04/2013	Reconciled	0000051300	JACK DOHENY SUPPLIES INC	VACTOR MAINT SUPPLIES	153.49
127629	10/04/2013	Reconciled	0000133300	JB DISPOSAL INC	RESIDENTIAL GARBAGE	30,278.40
127630	10/04/2013	Reconciled	9999991686	MARK JIRYES	DEMO INCENTIVE PROGRAM-GARAGE	200.00
127631	10/04/2013	Reconciled	0000062730	JOHN DEERE FINANCIAL	HAND WIRE TYING TOOL-CIVIC CTR	3.99
127632	10/04/2013	Reconciled	0000062730	JOHN DEERE FINANCIAL	FENCE REPAIR FROM PLOWING	24.07
127633	10/04/2013	Reconciled	0000062730	JOHN DEERE FINANCIAL	FENCE REPAIR FROM PLOWING	2.29
127634	10/04/2013	Printed	0000062730	JOHN DEERE FINANCIAL	40 GAL ELEC WTR HEATER-DPW	315.26
127635	10/04/2013	Printed	0000062730	JOHN DEERE FINANCIAL	CONCRETE - SEWER	8.42
127636	10/04/2013	Reconciled	9999991167	CARIANN KASIETA	FLOWER BASKET WATERING-SEPT	564.00
127637	10/04/2013	Reconciled	9999991688	ZACH KAVINSKY	REFUND SEC DEP SHAM-109-03	450.00
127638	10/04/2013	Reconciled	0000155000	LAWSON PRODUCTS INC	MISC SUPPLIES - DPW	397.53
127639	10/04/2013	Reconciled	0000165000	LINDQUIST ELECTRIC, INC	DEPOT PARK LINE LOCATE	253.25
127640	10/04/2013	Reconciled	0000164500	PAUL LINN	TRAVEL EXPS-MGFOA TRAINING	226.00
127641	10/04/2013	Reconciled	0000165550	LITTLE BEAR CONSTRUCTION	WATER METER READING SEPT 2013	2,025.98
127642	10/04/2013	Reconciled	0000167000	LULICH IMPLEMENT INC	MAINT PARTS #57	69.43

Check Register Report

OCTOBER

Date: 11/14/2013

Time: 8:35 am

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City of Ironwood

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
127643	10/04/2013	Reconciled	0000172000	MACQUEEN EQUIPMENT INC	REBUILT VACTOR PUMP #115	7,652.93
127644	10/04/2013	Reconciled	0000172500	MARA MAHER	CUSTODIAL SERVICES-MEM BLDG&PS	586.88
127645	10/04/2013	Reconciled	0000173000	THE MAILBOX	PRESCHOOL SUBSCRIPTION-LIBRARY	59.90
127647	10/04/2013	Reconciled	0000210500	MICRO MARKETING ASSOCIATES	AUDIO VISUAL - LIBRARY	384.36
127648	10/04/2013	Reconciled	0000219005	MILLER-BRADFORD & RISBERG, INC	HYDRAULIC HOSE #79	107.08
127650	10/04/2013	Reconciled	0000229001	NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	215.60
127651	10/04/2013	Reconciled	0000267011	NORTHLAND FIRE & SAFETY, INC	EXTINGUISHER MAINT - MEM BLDG	1,362.83
127652	10/04/2013	Reconciled	0000262001	NORTHSTAR ELECTRONICS	RECORDER & DVDS - PSD	137.46
127653	10/04/2013	Reconciled	0000268125	NORTHWOODS VAC & CLEANING	CUSTODIAL SUPPLIES	137.76
127654	10/04/2013	Reconciled	0000271090	O'REILLY AUTO PARTS	PARTS	43.54
127656	10/04/2013	Reconciled	0000278025	PETTY CASH	REPLENISH PETTY CASH-SEPT	80.73
127657	10/04/2013	Printed	9999991684	PAT POHJALA	REFUND CR BAL PEWW-130-01	327.01
127658	10/04/2013	Reconciled	0000286500	POMASL FIRE EQUIPMENT	ANNUAL PUMP TEST-FIRE DEPT	600.00
127659	10/04/2013	Reconciled	0000292600	QUILL CORP	OFFICE SUPPLIES - LIBRARY	116.76
127660	10/04/2013	Reconciled	0000296000	RANGE CORP	MISS DIG SERVICES	238.50
127661	10/04/2013	Reconciled	9999999864	RANGE MASTER GARDENERS	POCKET PARK MAINT	275.00
127662	10/04/2013	Reconciled	0000295850	RAPID GRAFIKS	"NO PARKING" SIGNS SCHOOL	282.00
127663	10/04/2013	Reconciled	0000302000	THE RELIABLE CORPORATION	OFFICE SUPPLIES	170.87
127664	10/04/2013	Reconciled	0000310000	ROVELSKY & CO	SHIPPING CHGS	36.50
127666	10/04/2013	Reconciled	0000310400	S & M PROPERTIES, LLP	COPIER RENTAL - MEM BLDG	455.28
127667	10/04/2013	Reconciled	0000314000	SAM'S SALVAGE	OXYGEN	147.40
127668	10/04/2013	Reconciled	9999991687	BLAZE SCHARDT	REFUND SEC DEP NORS-210-12	99.15
127669	10/04/2013	Reconciled	0000323000	SHARE CORP	XXX SEWER COMPOUND	1,826.58
127670	10/04/2013	Reconciled	0000323060	THE SHERWIN-WILLIAMS CO	YELLOW PAINT FOR STREETS	325.20
127671	10/04/2013	Reconciled	9999991685	SARAH SMITH	REFUND SEC DEP HURO-621-01	230.81
127672	10/04/2013	Reconciled	0000331000	STEMPIHAR BROS DIST INC	HEATING FUEL - WATER DEPT	990.50
127673	10/04/2013	Reconciled	0000339450	SUPERIORLAND LIBRARY	ENT MAINT RENEWAL - LIBRARY	5,234.46
127675	10/04/2013	Reconciled	0000348000	TRI-STATE BUSINESS SYSTEMS INC	EXCESS COPIES-PSD	496.90
127676	10/04/2013	Reconciled	0000349480	TRUSCO MANUFACTURING CO	MAINT PARTS FOR #118 PAINTER	113.00
127677	10/04/2013	Reconciled	0000349570	TULA TOILET AND SEPTIC LLC	PORT-A-POTTY-LONGYEAR&SKATE PK	200.00
127678	10/04/2013	Reconciled	0000356500	U.P. REGION OF LIBRARY	ANNAUL MEETING REGISTRATION	61.79
127679	10/04/2013	Reconciled	0000353003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	26.85
127680	10/04/2013	Reconciled	0000374030	WAUSAU EQUIPMENT CO, INC	PART	234.91
127681	10/04/2013	Reconciled	9999991551	SUSAN WESTEEN	CUSTODIAL SERVICES-LIBRARY	150.00
127682	10/04/2013	Reconciled	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	221.00
127684	10/04/2013	Reconciled	0000266000	XCEL ENERGY	VELIN BLDG	2,769.31
127685	10/04/2013	Reconciled	0000389000	ZARNOTH BRUSH WORKS	BROOMS FOR SWEEPER	660.20
127686	10/04/2013	Reconciled	0000287000	POSTMASTER	UB CYCLE E POSTAGE	132.00
127687	10/04/2013	Reconciled	0000083800	GOG CO COUNCIL OF VETERAN'S	2013 APPROPRIATIONS	7,136.00
127688	10/08/2013	Reconciled	0000000050	A AND A SCALES, LLC	2 - WEIGHT SCALES - PSD	3,600.00
127689	10/08/2013	Reconciled	0000168000	ANGELO LUPPINO INC	VARIOUS SIZES OF AGGREGATE	1,381.91
127690	10/08/2013	Reconciled	0000008100	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	10.04
127691	10/08/2013	Reconciled	0000020300	CHIEF OIL CO	GAS PARKS	137.80
127692	10/08/2013	Reconciled	0000036001	COLEMAN ENGINEERING CO.	US2 SWR SYS IMPROV PHASE III	10,693.50
127693	10/08/2013	Reconciled	0000123001	THE DAILY GLOBE	PUBLIC NOTICES	144.00
127694	10/08/2013	Reconciled	9999991405	DELMER HALL	CURRY CAMPER HOST	404.00
127695	10/08/2013	Reconciled	0000116360	INDUSTRIAL REMANUFACTURING	REPAIR VSC CYLINDER-PSD	570.89
127696	10/08/2013	Reconciled	9999991689	IRON RANGE PROPERTIES	REFUND CR BAL MIDW-250-05	270.83
127697	10/08/2013	Reconciled	0000131400	J J'S ACRES, INC	5 TREES-1 DEPOT & 4 MEM BLDG	543.72
127698	10/08/2013	Reconciled	0000172000	MACQUEEN EQUIPMENT INC	SNOWBLOWER PARTS #177	1,105.02
127699	10/08/2013	Reconciled	0000220000	MILLER,CANFIELD,PADDOCK	CAP. IMPROV. BONDS-CIVIC CNTR	9,500.00
127700	10/08/2013	Reconciled	9999991524	JOHN RUNDQUIST	REFUND CR BAL LEOE-318-01	307.97

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
127701	10/08/2013	Reconciled	0000310400	S & M PROPERTIES, LLP	COPIER RENTAL - PSD`	167.45
127702	10/08/2013	Reconciled	0000368000	VOLUNTEER FIRE DEPT	MONTHLY REIMBURSEMENT-SEPT	260.00
127703	10/10/2013	Reconciled	0000287000	POSTMASTER	UB CYCLE A POSTAGE	189.96
127704	10/15/2013	Reconciled	0000342500	ROBERT TERVONEN	TRAVEL EXPS-FUND BALANCE	41.00
127705	10/15/2013	Reconciled	0000280300	PAULINE PIKKA	TRAVEL EXPS-FUND BALANCE	41.00
127706	10/15/2013	Reconciled	0000307100	BRIAN ROEHM	REIMBURSEMENT DIR. TV.	72.35
127707	10/15/2013	Reconciled	9999991551	SUSAN WESTEEN	CUSTODIAL SERVICES - LIBRARY	150.00
127708	10/15/2013	Reconciled	0000168000	ANGELO LUPPINO INC	SSA OFFICE - 1ST APPL.	11,664.00
127709	10/15/2013	Reconciled	0000287000	POSTMASTER	UB CYCLE B POSTAGE	143.87
127710	10/15/2013	Reconciled	0000381000	WESTERN UP SUBSTANCE ABUSE	EMPLOYEE ASST PROGRAM	710.00
127711	10/17/2013	Reconciled	0000000707	ACC PLANNED SERVICE, INC	ECONOMIZER MOTOR-MEM BLDG	299.20
127712	10/17/2013	Reconciled	0000362700	ADVANCED DISPOSAL SERVICES	DUMPSTER SERVICE	673.47
127713	10/17/2013	Reconciled	0000060025	BLUE CROSS,BLUE SHIELD OF MI	NOV 2013 HOSP - DIV 0004	26,154.10
127714	10/17/2013	Reconciled	0000060025	BLUE CROSS,BLUE SHIELD OF MI	NOV 2013 HOSP - DIV 0005	4,351.42
127716	10/17/2013	Reconciled	0000060025	BLUE CROSS,BLUE SHIELD OF MI	NOV 2013 HOSP - DIV 0006	20,424.25
127717	10/17/2013	Reconciled	0000060025	BLUE CROSS,BLUE SHIELD OF MI	NOV 2013 HOSP - DIV 0007	9,667.98
127718	10/17/2013	Reconciled	0000060025	BLUE CROSS,BLUE SHIELD OF MI	NOV 2013 HOSP - DIV 0008	1,408.61
127719	10/17/2013	Reconciled	0000019300	CHARTER COMMUNICATIONS	INTERNET & PHONE MEM BLDG	407.26
127720	10/17/2013	Reconciled	0000052600	DOWNTOWN ART PLACE	DAP GRANT REIMBURSEMENT	1,397.40
127724	10/17/2013	Reconciled	0000058700	EMPLOYEE BENEFITS AGENCY, INC	MONTHLY ADM FEES	317.50
127725	10/17/2013	Reconciled	0000080000	GIOVANONI TRUE VALUE HDWR	DRILL BIT - CIVIC CTR	23.48
127726	10/17/2013	Reconciled	0000088000	GOGEBIC COUNTY TREASURER	BOR 52-27-231-050 D RIGONI	2.58
127727	10/17/2013	Reconciled	0000089000	GOGEBIC-IRON WASTEWATER AUTH	WASTE TREATMENT OCT 2013	64,617.89
127728	10/17/2013	Reconciled	0000124130	IRONWOOD INDUSTRIAL DEV. CORP	LAND SALE PROCEEDS-XCEL	5,000.00
127729	10/17/2013	Reconciled	0000130000	IRONWOOD WATER & SEWER UTIL	CLEM-205-01	1,356.73
127730	10/17/2013	Reconciled	9999991118	TERRI JOHNSON	REFUND CR BAL FLOR-1323-02	232.06
127731	10/17/2013	Reconciled	0000172020	JOSEPH MAGDZIAK	PILH OCT 2013	177.37
127732	10/17/2013	Printed	0000205600	MI. STATE HOUSING DEV. AUTH.	1ST ANNUAL GRANTEE MEETING	30.00
127733	10/17/2013	Printed	9999991690	DENNIS O'CALLAGHAN	REFUND CR BAL BIRW-250-01	319.07
127734	10/17/2013	Reconciled	0000271008	GERALD OSTERMAN	PILH OCT 2013	425.68
127735	10/17/2013	Printed	0000286000	PLUNKETT'S INC	REFUND CR BAL LAKN-HYN-03	15.00
127736	10/17/2013	Reconciled	0000292600	QUILL CORP	OFFICE SUPPLIES - PSD	77.98
127737	10/17/2013	Reconciled	0000196600	STATE OF MICHIGAN-STORAGE TANK	UNDERGROUND STORAGE TANKS	300.00
127738	10/17/2013	Printed	0000342600	CHARLES THOMAS	PILH OCT 2013	177.37
127739	10/17/2013	Reconciled	0000353500	UPCAP SERVICES	WORK CREW SERVICES - CIVIC CTR	1,194.00
127740	10/17/2013	Reconciled	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
127743	10/17/2013	Reconciled	0000266000	XCEL ENERGY	STREET LIGHTS	16,430.34
127744	10/18/2013	Printed	9999991403	JASON ALONEN	TRAVEL EXPENSES	60.00
127745	10/18/2013	Reconciled	0000017600	SCOTT CARLSON	TRAVEL EXPENSES	60.00
127746	10/18/2013	Printed	0000068200	EUGENE FUDALEY	TRAVEL EXPENSES	60.00
127747	10/18/2013	Reconciled	0000088000	GOGEBIC COUNTY TREASURER	2012 KMART TRIBUNAL-14-451-020	4,526.98
127748	10/18/2013	Reconciled	0000205000	MICHIGAN RURAL WATER	EXAM REVIEW CLASS S3&S4 COURSE	1,075.00
127749	10/18/2013	Reconciled	0000229700	KURT MYERS	TRAVEL EXPENSES	60.00
127750	10/18/2013	Printed	0000321300	DANIEL SERTIC	TRAVEL EXPENSES	60.00
127751	10/22/2013	Reconciled	0000287000	POSTMASTER	UB CYCLE C POSTMASTER	189.39
127752	10/24/2013	Reconciled	0000002000	AMERIPRIDE LINEN & APPAREL SRV	LINEN SERVICE - MEM BLDG	58.54
127753	10/24/2013	Reconciled	0000168000	ANGELO LUPPINO INC	1.63 TONS HOT MIX @65	251.78
127754	10/24/2013	Reconciled	0000006400	AT&T	PHONE CHARGES-CEMETERY	54.18
127755	10/24/2013	Reconciled	0000270000	AUTO VALUE IRONWOOD	HOSE AND PRIMER	76.03
127757	10/24/2013	Reconciled	0000008100	BAKER & TAYLOR BOOKS INC	AUDIO VISUAL - LIBRARY	1,393.54
127758	10/24/2013	Reconciled	0000014420	BRATU'S HARDWOOD INTERIORS INC	DITCH MARKERS	159.00
127759	10/24/2013	Reconciled	9999991692	ASHLEY CASE	REFUND SEC DEP CELI-718-04	340.71

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
127760	10/24/2013	Reconciled	0000018201	JOSEPH J. CAYER	3RD QTR COMM PAYROLL	220.00
127761	10/24/2013	Reconciled	0000036950	THE COMPUTER DOCTORS	D-LINK 5-PORT SWITCH	20.00
127762	10/24/2013	Reconciled	0000038007	KIM CORCORAN	3RD QTR COMM PAYROLL	310.00
127763	10/24/2013	Reconciled	0000061300	FABCO EQUIPMENT INC	PARTS - DPW	212.03
127764	10/24/2013	Reconciled	0000062755	FASTENAL COMPANY	MAX HAMMER	612.67
127765	10/24/2013	Reconciled	0000077000	G.T.C. AUTO PARTS INC	HOSE	10.78
127766	10/24/2013	Reconciled	0000069400	GALE-CENGAGE LEARNING, INC	BOOKS LIBRARY	215.13
127768	10/24/2013	Reconciled	0000080000	GIOVANONI TRUE VALUE HDWR	SUPPLIES - LIBRARY	197.71
127769	10/24/2013	Reconciled	0000089001	GOGEBIC RANGE SOLID WASTE	DPW GARBAGE	36.10
127770	10/24/2013	Reconciled	0000005500	HAWKINS, INC	CHLORINE - PUMP STN	1,366.30
127771	10/24/2013	Reconciled	0000371000	HD SUPPLY WATERWORKS	3" WATER METER-HIGH SCHOOL	3,445.14
127772	10/24/2013	Printed	0000108400	HERITAGE FLAG & BANNER, INC	FLAGS FOR DOWNTOWN POLES	882.00
127773	10/24/2013	Reconciled	0000110825	HOLIDAY FLEET-CREDIT OFFICE	GAS USAGE	5,392.28
127774	10/24/2013	Reconciled	0000130000	IRONWOOD WATER & SEWER UTIL	MARS-SEW-01	88.75
127775	10/24/2013	Printed	0000062730	JOHN DEERE FINANCIAL	S HOOKS	6.45
127776	10/24/2013	Reconciled	0000153000	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES	505.54
127777	10/24/2013	Reconciled	0000164500	PAUL LINN	TRAVEL EXPENSES-FUND BALANCE	113.00
127778	10/24/2013	Printed	0000189001	MICHIGAN ASSESSORS ASSOCIATION	MEMBERSHIP DUES	81.25
127779	10/24/2013	Reconciled	0000210500	MICRO MARKETING ASSOCIATES	AUDIO VISUAL - LIBRARY	25.45
127780	10/24/2013	Reconciled	0000244000	NEENAH FOUNDRY COMPANY	FRAME & GRATES - SEWER	2,769.69
127781	10/24/2013	Reconciled	0000258000	NORTH AMERICAN SALT COMPANY	47.99 TNS @\$60.11	2,884.68
127783	10/24/2013	Reconciled	0000292600	QUILL CORP	CUSTODIAL SUPPLIES - LIBRARY	203.14
127785	10/24/2013	Printed	0000302000	THE RELIABLE CORPORATION	OFFICE SUPPLIES - DPW	425.46
127792	10/24/2013	Reconciled	0000304310	RIVER VALLEY STATE BANK	CREDIT CARD PAYMENT	7,336.91
127793	10/24/2013	Printed	9999991691	MICHAEL RODEGHIERO	REFUND CR BAL LAKA-652-01	317.06
127794	10/24/2013	Reconciled	0000307100	BRIAN ROEHM	REIMBURSEMENT FOR HOSP	486.43
127795	10/24/2013	Printed	0000310000	ROVELSKY & CO	CHAINS	37.00
127796	10/24/2013	Printed	0000314000	SAM'S SALVAGE	FLAT STEEL	217.60
127797	10/24/2013	Printed	0000320004	RICHARD J SEMO	3RD QTR COMM PAYROLL	220.00
127798	10/24/2013	Printed	0000322002	RAMONA E. SHACKLEFORD	3RD QTR COMM PAYROLL	200.00
127799	10/24/2013	Reconciled	0000323000	SHARE CORP	DEGREASER - SEWER	1,492.32
127800	10/24/2013	Reconciled	0000323060	THE SHERWIN-WILLIAMS CO	YELLOW PAINT 15-5 GALS	325.20
127801	10/24/2013	Reconciled	0000196001	STATE OF MICHIGAN	CAMPGROUND LICENSE FEE RENEWAL	119.00
127802	10/24/2013	Reconciled	0000335400	SUPERIOR DRYWALL & PAINT INC	PAINTING & PATCH-MEM BLDG	1,407.00
127803	10/24/2013	Printed	0000339450	SUPERIORLAND LIBRARY	6 MS OFFICE 2013 - LIBRARY	277.86
127804	10/24/2013	Reconciled	0000340600	BRANDON TAUER	3RD QTR COMM PAYROLL	220.00
127806	10/24/2013	Reconciled	0000348000	TRI-STATE BUSINESS SYSTEMS INC	EXCESS COPIES	391.52
127807	10/24/2013	Reconciled	0000349600	TUNNEL VISION	TELEVISION SEWERS	4,078.80
127808	10/24/2013	Printed	0000356500	U.P. REGION OF LIBRARY	OPR COSTS AUTO SYSTEM-LIBRARY	1,553.71
127809	10/24/2013	Reconciled	0000353003	UNIQUE MANAGEMENT SERVICES INC	PLACEMENTS - LIBRARY	44.75
127810	10/24/2013	Reconciled	0000357050	USABUEBOOK	HYDRANT FLUSHING ELBOW	239.60
127811	10/24/2013	Reconciled	0000001330	VERIZON WIRELESS	PHONE CHARGES	147.11
127812	10/24/2013	Reconciled	0000368700	THE WAKEFIELD NEWS	SUBSCRIPTION-LIBRARY	40.00
127813	10/24/2013	Reconciled	0000373300	WAUSAU CHEMICAL CORP	#88 PRESSURE WASHER	247.35
127814	10/24/2013	Printed	0000382001	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	204.00
127815	10/24/2013	Reconciled	0000266000	XCEL ENERGY	219 E FREDERICK ST	906.45
127816	10/25/2013	Reconciled	0000328800	STATE OF MICHIGAN	SIGNAL MAINT US2	553.70
127817	10/25/2013	Reconciled	0000381600	WELLS FARGO EQUIPMENT FINANCE	CASE LOADER PAYMENT	2,487.37
127818	10/25/2013	Reconciled	0000205001	MICHIGAN SECTION A.W.W.A.	DEQ CONFERENCE - RT	105.00
127819	10/25/2013	Reconciled	0000342500	ROBERT TERVONEN	TRAVEL EXPENSES	52.00
127820	10/25/2013	Printed	9999991551	SUSAN WESTEEN	CUSTODIAL SERVICES - LIBRARY	180.00
127821	10/29/2013	Reconciled	0000287000	POSTMASTER	UB CYCLE D POSTAGE	193.89

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Total Checks: 208

Grand Total(excluding void checks):

BID TABULATION SHEET

Heating System Renovations at City Centre Nov. 15 2013

NAME OF BIDDER	Item 1000	Item 1100	Item 1200	Item 1300	Bid Bond	total
Mukavitz Heating Inc	\$9,000 ⁰⁰	\$20,000 ⁰⁰	\$6,000 ⁰⁰	(2) \$27,000 ⁰⁰		\$62,000 ⁰⁰

Witnesses to Bid Opening:

Pauline Pika
[Signature]
[Signature]

Bid Award Action Taken:

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



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

Memo

To: Scott Erickson; City Commissioners
From: Jason Alonen, Code Enforcement Officer
Date: 11/12/2013
Re: Setting Public Hearing

400 Cedar Street

The Property at 400 Cedar Street is a public nuisance and does not meet our City of Ironwood Code of Ordinances. We would like to request setting a public hearing to abate the property be scheduled for your meeting on December 9th 2013 at 5:25.



11/05/2013 12:03



11/05/2013 12:02



11/05/2013 11:58



11/05/2013 11:58



11/05/2013 11:58

RESOLUTION # 013-030

RESOLUTION AUTHORIZING PUBLICATION OF
NOTICE OF INTENT TO ISSUE REVENUE BONDS
(WATER SUPPLY SYSTEM IMPROVEMENTS)

City of Ironwood
County of Gogebic, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, held on the ____ day of _____, 2013, at 5:30 p.m., prevailing Central Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS, the City of Ironwood, County of Gogebic, State of Michigan (the "City"), has determined that it is necessary to acquire and construct improvements to the City's water supply system (the "System"), including the replacement of water mains, valves and hydrants, together with related improvements, structures, equipment and appurtenances (the "Project"); and

WHEREAS, the City has previously issued its Water Supply System Revenue Bond, Series 2010A (Taxable), dated July 19, 2010 (the "Series 2010A Bond"), for the purpose of acquiring and constructing improvements to the System; and

WHEREAS, the City has determined that it may be able to achieve debt service savings by refunding the Series 2010A Bond; and

WHEREAS, in order to pay all or part of the cost of the Project and all or part of the cost of refunding the Series 2010A Bond, the City intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), in one or more series, in the aggregate principal amount of not to exceed \$5,738,000 (the "Bonds"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Daily Globe*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached hereto as Appendix A.

3. The City Commission hereby determines that the form of Notice of Intent to Issue Revenue Bonds attached hereto as Appendix A and the manner of publication directed is the method best calculated to give notice to the City's electors of the City's intent to issue the Bonds, the maximum amount of the Bonds to be issued, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

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

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Karen M. Gullan
City Clerk
City of Ironwood

APPENDIX A

NOTICE TO ELECTORS OF THE CITY OF IRONWOOD, MICHIGAN OF INTENT TO ISSUE REVENUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Ironwood, County of Gogebic, State of Michigan (the "City"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in an aggregate principal amount not to exceed Five Million Seven Hundred Thirty-Eight Thousand Dollars (\$5,738,000). The bonds will be issued for the purpose of (a) paying all or part of the cost of acquiring and constructing improvements to the City's water supply system, including the replacement of water mains, valves and hydrants, together with related improvements, structures, equipment and appurtenances to serve the users of the City's water supply system, and (b) paying all or part of the cost of refunding the City's outstanding Water Supply System Revenue Bond, Series 2010A.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operation of the City's water supply system. Said revenues will consist of rates and charges that may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed forty (40) in number and will bear interest at the rate or rates to be determined at a public or private sale, but in no event to exceed four percent (4%) per annum on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS OF THE CITY UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK OF THE CITY WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33 of Act 94, Public Acts of Michigan, 1933, as amended.

Karen M. Gullan
City Clerk
City of Ironwood
213 S. Marquette Street
Ironwood, Michigan 49938

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, at a regular meeting held on _____, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen M. Gullan
City Clerk
City of Ironwood

RESOLUTION #013-031

RESOLUTION AUTHORIZING PUBLICATION OF
NOTICE OF INTENT TO ISSUE REVENUE BONDS
(SEWAGE DISPOSAL SYSTEM IMPROVEMENTS)

City of Ironwood
County of Gogebic, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, held on the ____ day of _____, 2013, at 5:30 p.m., prevailing Central Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS, the City of Ironwood, County of Gogebic, State of Michigan (the "City"), has determined that it is necessary to acquire and construct improvements to the City's sewage disposal system (the "System"), including the replacement of sanitary sewer lines and manholes, together with related improvements, structures, equipment and appurtenances (the "Project"); and

WHEREAS, the City has previously issued its Sewage Disposal System Revenue Bond, Series 2010A (Taxable), dated July 19, 2010 (the "Series 2010A Bond"), for the purpose of acquiring and constructing improvements to the System; and

WHEREAS, the City has determined that it may be able to achieve debt service savings by refunding the Series 2010A Bond; and

WHEREAS, in order to pay all or part of the cost of the Project and all or part of the cost of refunding the Series 2010A Bond, the City intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), in one or more series, in the aggregate principal amount of not to exceed \$5,565,000 (the "Bonds"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Daily Globe*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached hereto as Appendix A.

3. The City Commission hereby determines that the form of Notice of Intent to Issue Revenue Bonds attached hereto as Appendix A and the manner of publication directed is the method best calculated to give notice to the City's electors of the City's intent to issue the Bonds, the maximum amount of the Bonds to be issued, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

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

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Karen M. Gullan
City Clerk
City of Ironwood

APPENDIX A

NOTICE TO ELECTORS OF THE CITY OF IRONWOOD, MICHIGAN OF INTENT TO ISSUE REVENUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Ironwood, County of Gogebic, State of Michigan (the "City"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in an aggregate principal amount not to exceed Five Million Five Hundred Sixty-Five Thousand Dollars (\$5,565,000). The bonds will be issued for the purpose of (a) paying all or part of the cost of acquiring and constructing improvements to the City's sewage disposal system, including the replacement of sanitary sewer lines and manholes, together with related improvements, structures, equipment and appurtenances to serve the users of the City's sewage disposal system, and (b) paying all or part of the cost of refunding the City's outstanding Sewage Disposal System Revenue Bond, Series 2010A.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operation of the City's sewage disposal system. Said revenues will consist of rates and charges that may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed forty (40) in number and will bear interest at the rate or rates to be determined at a public or private sale, but in no event to exceed four percent (4%) per annum on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS OF THE CITY UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK OF THE CITY WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33 of Act 94, Public Acts of Michigan, 1933, as amended.

Karen M. Gullan
City Clerk
City of Ironwood
213 S. Marquette Street
Ironwood, Michigan 49938

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, at a regular meeting held on _____, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen M. Gullan
City Clerk
City of Ironwood



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

RICK SNYDER
GOVERNOR

COL. KRISTE KIBBEY ETUE
DIRECTOR

October 9, 2013

Mr. Andrew J. DiGiorgio
Director of Public Safety
City of Ironwood
213 South Marquette Street
Ironwood, Michigan 49938

Dear Mr. DiGiorgio:

Enclosed is the FEMA DR-4121-MI Grant Agreement package for the City of Ironwood. Please return the required grant documentation listed on the enclosed *Subgrantee Checklist* to our office at the following address:

Attention: Ms. June Martin
Emergency Management and Homeland Security Division
Michigan Department of State Police
4000 Collins Road
Lansing, Michigan 48910

Also enclosed is a copy of the City of Ironwood projects that have been approved to date by the Federal Emergency Management Agency (FEMA) under disaster DR-4121-MI, declared June 18, 2013. Disaster recovery work for which federal funds have been approved is subject to completion by these deadlines:

Emergency Work (Categories A & B)	December 18, 2013
Permanent Work (All Other Categories)	December 18, 2014

Reimbursement and close-out procedures are detailed in Section VII of the enclosed grant agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than December 11, 2013**. If this requirement is not met, this grant agreement will be invalid after December 11, 2013, unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

Please retain this correspondence for documentation of completion dates and eligible project costs. If there are any questions regarding your disaster projects, please contact Mr. Jeff Banghart at BanghartJ@michigan.gov or (517) 333-5044.

Sincerely,

Anthony P. Katarsky, Assistant Commander
Governor's Authorized Representative
Emergency Management and Homeland Security Division

Enclosures (10)
cc: Lt. Don Brown

SUBGRANTEE CHECKLIST

FEMA DR-4121-MI GRANT AGREEMENT

CFDA No: 97.036

Submit the following items as necessary to: Attention: Ms. June Martin, Emergency Management and Homeland Security Division, Michigan Department of State Police, 4000 Collins Road, Lansing, Michigan 48910

SUBGRANTEE WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- 1. Grant Agreement (**NOTE:** There are two (2) sets of the Agreement enclosed. Please sign both, but retain one signed document for your records and return the other signed document.)
- 2. Standard Assurances
- 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- 4. State of Michigan Audit Certification (EMD-053)
- 5. Request for Taxpayer Identification Number and Certification (W-9)
- 6. Project Completion and Certification Report (P4) (This form is submitted only after a project is 100% complete.)
- 7. **Permits or Waivers.** (For those project worksheets, including work that requires MDEQ review, we will need either the MDEQ permit that was issued or a written statement or e-mail (waiver) from your region's MDEQ representative to document the crossing/site does not require a permit. This will be required prior to the release of FEMA payments to your agency.)

QUARTERLY REPORTS ARE REQUIRED FOR ALL LARGE PROJECTS. DEADLINES TO SUBMIT QUARTERLY REPORTS ARE: January 15, April 15, July 15, and October 15.

POST REIMBURSEMENT REQUIREMENTS

Participate with Subgrantor in an on-site monitoring of financial documents. Also, retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of OMB Circular, A-133. **If required, the Subgrantee submits audit copy to: Michigan Department of Education, Office of Audits, Hannah Building, 4th Floor, P.O. Box 30008, 608 West Allegan, Lansing, Michigan 48909.**

For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT MR. JEFF BANGHART AT BANGHARTJ@MICHIGAN.GOV OR (517) 333-5044.

Generated Date: 10/08/2013 15:29

Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4121-DR-MI

Applicant FIPS ID: 053-41060-00 Applicant/Subdivision Name: IRONWOOD

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-05-MI-4121-PW-00077	0	\$17,277.40	N	B	PA-05-MI-4121-State-0003(2)		12-18-2013	100	\$17,277.40		\$	
PA-05-MI-4121-PW-00165	0	\$12,673.99	N	F	PA-05-MI-4121-State-0007(6)		12-18-2014	0	\$12,673.99		\$	
Total for 2 PWs:		\$29,951.39									\$	
Subgrantee Admin:		\$0.00									\$	
Grand Total:		\$29,951.39									\$	

Generated Date: 10/08/2013 15:29

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4121-DR-MI**

Applicant FIPS ID: 053-41060-00 **Applicant/Subdivision Name:** IRONWOOD

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

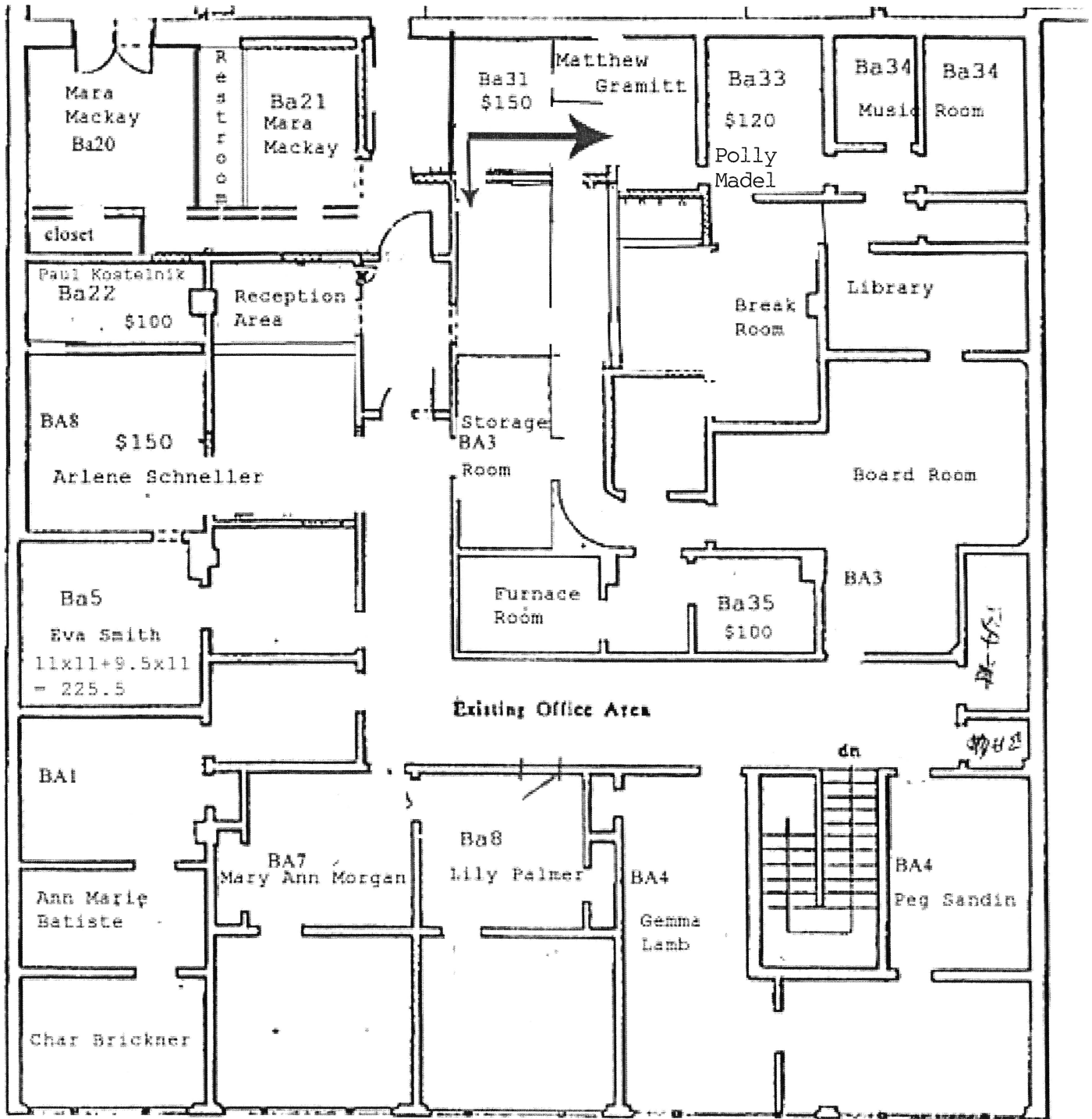
I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Applicant's Authorized Representative

Governor's Authorized Representative



Mara Mackay
Ba20

Restroom

Ba21
Mara Mackay

closet

Paul Kostelnik
Ba22
\$100

Reception Area

BA8
\$150
Arlene Schneller

Ba31
\$150

Matthew Gramitt

Ba33
\$120

Polly Madel

Ba34
Music Room

Ba34
Room

Ba5
Eva Smith
11x11+9.5x11
= 225.5

Storage
BA3
Room

Break Room

Library

Board Room

Furnace Room

Ba35
\$100

BA3

Existing Office Area

BA1

dn

Ann Marie
Batiste

BA7
Mary Ann Morgan

Ba8
lily Palmer

BA4
Gemma Lamb

BA4
Peg Sandin

Char Brickner

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of December 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and MATTHEW GRAMITT and LEAH GRAMMITT, of 643 Sutherland Street, 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 #BA31.

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 December 1, 2013 (the "Commencement Date") and ending on November 30, 2014 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").
- (b) Landlord reserves the right to pass reasonable utility installations through the Premises.

2.2 Use of Premises.

- (a) Tenants shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.
- (b) Tenants shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenants commit any waste in the Premises, permit any objectionable noise or odor to be emitted, or disturb others.
- (c) Tenants shall at their expense promptly comply with (i) all laws, ordinances, orders or regulations affecting their use or occupancy of the Premises or any alterations they have made to the Premises, and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

2.3 Possession.

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

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

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

3.1 Base Rent.

- (a) Tenants shall pay to Landlord, as rent, equal monthly installments of 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.

*** If Tenant does not perform volunteer hours the monthly rent shall be ONE HUNDRED FIFTY DOLLARS (\$150.00) per month.

- (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 #63861897, and thereafter Tenants shall reimburse Landlord on a monthly basis in the amount of \$7.50 for all electric current consumed.

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.

On this _____ day of _____, 2013, before me personally appeared MATTHEW GRAMITT and LEAH GRAMITT, 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

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of December 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and PAUL KOSTELNIK, of ADDRESS??, Ironwood, MI 49938 ("Tenant"). Landlord and Tenant agree as follows:

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

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

B. "Premises" means that portion of the Property containing approximately a two (2) room office space on the second floor or Suite #BA31.

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

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

E. "Tenant" means the one (1) individual identified in the first paragraph and they shall be jointly and severally responsible for the covenants, conditions, agreements, and obligations in this Lease.

2.1 Demise of Premises; Term.

(a) Landlord leases the Premises to Tenant, and Tenant hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on December 1, 2013 (the "Commencement Date") and ending on November 30, 2014 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").

(b) Landlord reserves the right to pass reasonable utility installations through the Premises.

2.2 Use of Premises.

- (a) Tenant shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.
- (b) Tenant shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenants commit any waste in the Premises, permit any objectionable noise or odor to be emitted, or disturb others.
- (c) Tenant shall at their expense promptly comply with (i) all laws, ordinances, orders or regulations affecting their use or occupancy of the Premises or any alterations they have made to the Premises, and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

2.3 Possession.

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

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

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

3.1 Base Rent.

- (a) Tenant shall pay to Landlord, as rent, equal monthly installments of FIFTY DOLLARS (\$50.00), commencing on the Commencement Date (the "Base Rent"). In addition, Tenant shall (at no cost) perform, as an independent contractor, the following:
 - Five (5) hours of volunteer work in furtherance of civic duties.

*** If Tenant does not perform volunteer hours the monthly rent shall be ONE HUNDRED DOLLARS (\$100.00) per month.

- (b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of every calendar month during the Term at such place as the Landlord shall from time to time designate.
- (c) The parties agree that Tenant services under subsection (a) above constitute a part of the Base Rent with a value of Fifty (\$50.00) Dollars per month. Tenant shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenant as a result of the services performed. Tenant agree to indemnify, defend, and hold harmless the City, its officers, employees and agents from any and all liability arising out of or in any way related to Tenant performance of services under this Lease.

3.2 Personal Property Taxes.

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

3.3 Security Deposit.

- (a) As security for the faithful performance by Tenant of all of her obligations under this Lease, Tenant shall upon execution of this Lease deposit with Landlord the sum of ONE HUNDRED DOLLARS (\$100). This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of it toward any amount Tenant have failed to pay hereunder on a timely basis.
- (b) If the Premises are sold, Landlord shall have the right to transfer the security deposit to the purchaser, and Landlord shall thereafter be released from all liability for its return.

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

3.5 Setoff; Obligation to Survive; Application of Payments.

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

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

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

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

5.2 *Electric Service.* If Tenant shall require electric current for the Premises, such service shall be metered to the Premises at Tenant expense using meter #63025084, and thereafter Tenant shall reimburse Landlord on a monthly basis for all electric current consumed in the amount of \$5.00 per month.

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

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

6.1 *Alterations by Tenant.*

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

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

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

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

8.1 *Destruction--Fire or Other Cause.*

- (a) Subject to the provisions of Subsection 8.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenant or their agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance

carriers or Tenant shall, as their sole remedy, be entitled to terminate this Lease.

- (b) If the Premises or the Property shall be so damaged by fire or other casualty that demolition or substantial reconstruction (resulting in a cost in excess of 40% of their initial cost) is required, then Landlord may terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage. In such event, Rent shall be prorated to the date of such termination.
- (c) Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at their expense restore or replace their personal property, fixtures and Tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenants to complete their restoration and repair work.

8.2 Indemnification; Tenant Property.

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

8.3 Insurance.

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

- (c) Tenant shall insure all of their property upon the Premises to the extent they deem appropriate.

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

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

9.2 *Termination; Surrender of Possession.*

- (a) Upon the expiration or termination of this Lease, Tenant shall:
 - (i) Restore the Premises to their condition at the beginning of the Term (other than as contemplated by Section 6.1 above), ordinary wear and tear excepted, remove all of their personal property and trade fixtures from the Premises and the Property and repair any damage caused by such removal;

- (ii) Surrender possession of the Premises to Landlord; and
 - (iii) Upon the request of Landlord, at Tenant cost and expense, remove from the Property all signs, symbols and trademarks pertaining to Tenants' business and repair any damages caused by such removal.
- (b) If Tenant shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. Landlord may, without notice, dispose of any property of Tenants left upon the Premises in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. The failure of Tenant to remove any property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to such property.

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

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

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

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

10.1 Landlord's Access to Premises. Landlord may enter the Premises at reasonable times upon reasonable notice for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of its rights or powers under

this Lease, or making such repairs or alterations as it is required or permitted to make. If Tenants are not present to open and permit entry, Landlord may enter the Premises by master key (or in emergencies forcibly). The obligations of Tenants hereunder shall not be affected by any such entry.

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

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

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

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

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

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

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

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

**LANDLORD
CITY OF IRONWOOD:**

By: KIM CORCORAN
Its: Mayor

By: KAREN M. GULLAN
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

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

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

TENANT:

PAUL KOSTELNIK

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

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

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

THIS DOCUMENT WAS DRAFTED BY:

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

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of December 1, 2013, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and POLLY MADEL, of 812 N. Moore Street, Bessemer, MI 49911 ("Tenant"). Landlord and Tenant agree as follows:

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

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

B. "Premises" means that portion of the Property containing approximately a two (2) room office space on the second floor or Suite #BA33.

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

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

E. "Tenant" means the one (1) individual identified in the first paragraph and they shall be jointly and severally responsible for the covenants, conditions, agreements, and obligations in this Lease.

2.1 Demise of Premises; Term.

- (a) Landlord leases the Premises to Tenant, and Tenant hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on January 1, 2014 (the "Commencement Date") and ending on December 31, 2015 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").
- (b) Landlord reserves the right to pass reasonable utility installations through the Premises.

2.2 Use of Premises.

- (a) Tenant shall use and occupy the Premises for an art studio and for no other purpose, except with Landlord's prior written consent.
- (b) Tenant shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenants commit any waste in the Premises, permit any objectionable noise or odor to be emitted, or disturb others.
- (c) Tenant shall at their expense promptly comply with (i) all laws, ordinances, orders or regulations affecting their use or occupancy of the Premises or any alterations they have made to the Premises, and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

2.3 Possession.

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

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

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

3.1 Base Rent.

- (a) Tenant shall pay to Landlord, as rent, equal monthly installments of SIXTY DOLLARS (\$60.00), commencing on the Commencement Date (the "Base Rent"). In addition, Tenant shall (at no cost) perform, as an independent contractor, the following:
 - Six (6) hours of volunteer work in furtherance of civic duties.

*** *If Tenant does not perform volunteer hours the monthly rent shall be ONE HUNDRED TWENTY DOLLARS (\$120.00) per month.*

- (b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of every calendar month during the Term at such place as the Landlord shall from time to time designate.
- (c) The parties agree that Tenant services under subsection (a) above constitute a part of the Base Rent with a value of Fifty (\$60.00) Dollars per month. Tenant shall not be deemed an officer, employee or agent of the Landlord. Landlord shall have no liability to Tenant as a result of the services performed. Tenant agree to indemnify, defend, and hold harmless the City, its officers, employees and agents from any and all liability arising out of or in any way related to Tenant performance of services under this Lease.

3.2 Personal Property Taxes.

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

3.3 Security Deposit.

- (a) As security for the faithful performance by Tenant of all of her obligations under this Lease, Tenant shall upon execution of this Lease deposit with Landlord the sum of ONE HUNDRED TWENTY DOLLARS (\$120). This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of it toward any amount Tenant have failed to pay hereunder on a timely basis.
- (b) If the Premises are sold, Landlord shall have the right to transfer the security deposit to the purchaser, and Landlord shall thereafter be released from all liability for its return.

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

3.5 Setoff; Obligation to Survive; Application of Payments.

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

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

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

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

5.2 *Electric Service.* If Tenant shall require electric current for the Premises, such service shall be metered to the Premises at Tenant expense using meter #63025084, and thereafter Tenant shall reimburse Landlord on a monthly basis for all electric current consumed in the amount of \$5.00 per month.

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

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

6.1 *Alterations by Tenant.*

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

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

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

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

8.1 *Destruction--Fire or Other Cause.*

- (a) Subject to the provisions of Subsection 8.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenant or their agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance

carriers or Tenant shall, as their sole remedy, be entitled to terminate this Lease.

- (b) If the Premises or the Property shall be so damaged by fire or other casualty that demolition or substantial reconstruction (resulting in a cost in excess of 40% of their initial cost) is required, then Landlord may terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage. In such event, Rent shall be prorated to the date of such termination.
- (c) Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at their expense restore or replace their personal property, fixtures and Tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenants to complete their restoration and repair work.

8.2 Indemnification; Tenant Property.

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

8.3 Insurance.

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

- (c) Tenant shall insure all of their property upon the Premises to the extent they deem appropriate.

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

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

9.2 *Termination; Surrender of Possession.*

- (a) Upon the expiration or termination of this Lease, Tenant shall:
 - (i) Restore the Premises to their condition at the beginning of the Term (other than as contemplated by Section 6.1 above), ordinary wear and tear excepted, remove all of their personal property and trade fixtures from the Premises and the Property and repair any damage caused by such removal;

- (ii) Surrender possession of the Premises to Landlord; and
 - (iii) Upon the request of Landlord, at Tenant cost and expense, remove from the Property all signs, symbols and trademarks pertaining to Tenants' business and repair any damages caused by such removal.
- (b) If Tenant shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. Landlord may, without notice, dispose of any property of Tenants left upon the Premises in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. The failure of Tenant to remove any property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to such property.

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

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

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

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

10.1 *Landlord's Access to Premises.* Landlord may enter the Premises at reasonable times upon reasonable notice for the purpose of inspecting or showing them, preventing waste, loss or destruction, enforcing any of its rights or powers under

this Lease, or making such repairs or alterations as it is required or permitted to make. If Tenants are not present to open and permit entry, Landlord may enter the Premises by master key (or in emergencies forcibly). The obligations of Tenants hereunder shall not be affected by any such entry.

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

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

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

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

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

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

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

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

**LANDLORD
CITY OF IRONWOOD:**

By: KIM CORCORAN
Its: Mayor

By: KAREN M. GULLAN
Its: Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

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

), Notary Public
Gogebic County, Michigan
My commission expires: ___ / ___ / ___

TENANT:

POLLY MADEL

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

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

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

THIS DOCUMENT WAS DRAFTED BY:

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

MDEQ SAW Grant Summary
SAW = "Stormwater, Asset Management, Wastewater"

Grant Program Basics

This is new State of Michigan legislation for establishing grants for asset management plan (AMP) development for storm sewer and sanitary sewer projects. The purpose of the program is to provide money for communities to analyze their sewer / storm sewer systems and ensure that the community is planning ahead financially to fund upkeep and maintenance of the systems. There are other parts of this grant (money available for planning, design, construction, etc), but these programs are not available until an approved Asset Management Plan is in place. Ironwood is therefore only concentrating on the Asset Management portion of the grant. Asset Management plans will be required for all NPDES discharge permits starting to roll into effect in 2016. As part of the Gogebic-Iron Wastewater Authority, the City will need to have this Asset Management Plan in the coming years, so this grant (if awarded) is a way to obtain this expensive asset at no charge.

Grant Financials

Grants have \$2M cap per community. For non "Disadvantaged Communities", the first million has 10-percent local match; second million has 25-percent local match. For "Disadvantaged Communities" such as Ironwood, there is no match (i.e. 100% grant). \$450M is allocated to provide grants and loans over the next 4 years. \$97M is available for grants/loans in fiscal year (FY) 2014. If there are more than \$97M in applications on 12/2/13, then there will be a lottery for approved applications. A lottery is HIGHLY LIKELY and will likely result in approximately only 1 in 3 to 1 in 10 (or less) of communities that apply, being selected.

Grant Requirements

If awarded, a successful grant recipient performing an Asset Management Plan (such as Ironwood) must complete the Asset Management Plan within three years and must make significant progress as determined by the DEQ toward achieving the sanitary sewer funding structure to implement the asset management program. The rate increase must be at least 10 percent of the gap in the current revenue needs to meet expenses. The applicant will need to provide a 5-year plan to address the remaining gap in revenues and expenses. If "significant progress" is not made in 3 years, then the Grant monies will have to be paid back to the MDEQ with interest.

Sanitary Sewer AMP Key Decision Points

- The MDEQ has put in writing that "Major Capital Improvement Projects identified in the Wastewater Asset Management Plan do not have to be budgeted for in the future sewer rates."
- The current City of Ironwood rate structure should be proven adequate (by the Asset Management Plan) due to the recent USDA-Rural Development applications and studies that have been performed in recent years.
- The City of Ironwood's annual rate increase also helps to ensure that sufficient funds will be available for future maintenance with inflation.

Storm Sewer AMP Key Decision Points

- The MDEQ has put in writing that
 - "No financial information is required for Stormwater Asset Management Plans",
 - "There is no requirement to raise rates.",
 - "The "significant progress" requirement applies to Wastewater Management Plans, not Stormwater."

Resolution No. 013-032
City of Ironwood
County of Gogebic

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Council of the City of Ironwood, County of Gogebic, State of Michigan, (the "Municipality") held on November 25, 2013.

PRESENT: Members: Rick Semo, Joseph Cayer, David Sim, Brandon Tauer and Mayor Kim Corcoran

ABSENT: Members: None

Commissioner _____ offered and moved the adoption of the following resolution, seconded by Commissioner _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (*select one or more*)
 establish an asset management plan, establish a stormwater management plan, establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$980,579 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Manager (*title of the designee's position*), a position currently held by Scott Erickson (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Commission of the City of Ironwood, County of Gogebic, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Karen Gullan
City of Ironwood, Clerk
City of Ironwood, County of Gogebic



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20 _____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____

Project #: _____

Amount of Grant: \$ _____

Amount of Match \$ _____

Project Total \$ _____ (grant plus match)

Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

SAW Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
 _____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

APPENDIX A Wastewater Planning and Design Activities

Note: User Charge Development Costs can be included in either a planning or design grant.

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance with the guidance below.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance below. If seeking a SAW loan, the project proposal should reference an asset management plan.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable Project Plan.

**SUB-RECIPIENT APPLICATION FOR CERTIFICATION OF
TITLE VI AND EEO COMPLIANCE AND ASSURANCES**

Title VI of the Civil Rights Act of 1964, related statutes and regulations provide that no person shall on the grounds of race, color, national origin, gender, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds, whether schools, colleges, government entities, or private employers must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

If you need assistance completing this form or additional information, please contact us by phone at (517) 373-0980, Fax (517) 373-6457 or TDD/TTY through the Michigan Relay Center at (800) 649-3777.

COMPANY/ORGANIZATION NAME City of Ironwood	TELEPHONE NUMBER (906)932-5050	
STREET ADDRESS 213 S. Marquette St.	FAX NUMBER (906)932-0263	
P.O. BOX	CITY Ironwood	
COUNTY Gogebic	STATE MI	ZIP CODE 49938

Recipients of federal financial assistance must comply with the following procedures for monitoring and ensuring non-discrimination in any program, service, or activity, as required by 23 CFR Appendix A of part 230 Special Provisions.

1. Sub-recipient must establish an Equal Opportunity Policy. Sub-recipient must accept as their operating policy the following: It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, gender, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship pre-apprenticeship, and/or on-the-job training.
2. Sub-recipient must designate and make known to MDOT an Equal Opportunity Officer. The individual appointed must be capable of effectively administering and promoting an active program of equal employment opportunity and must be assigned adequate authority and responsibility to do so.
3. The sub-recipient equal opportunity policy must be disseminated to all staff members authorized to hire, supervise, promote, and discharge employees, or who recommend such action. To ensure that the policy is known, periodic meetings of supervisory and personnel office employees must be conducted not less than once every six months.
4. All employees, prospective employees and potential sources of employees should be advised of the sub-recipients equal opportunity policy. Notices and posters setting forth the employer's equal opportunity policy must be placed in areas readily accessible to the aforementioned. The employer's/contractor's equal employment opportunity and the procedures to implement the policy must be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
5. When advertising for employees, the sub-recipients must include, in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements must be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
6. Sub-recipients must establish a process to investigate all complaints of alleged discrimination and take appropriate corrective action, including a method to inform all complainants of their avenues of appeal. Complainants should be advised of their right to file a complaint with governmental agencies (i.e., the State recipient, the Federal agency providing funds to the state recipient, the Department of Civil Rights, the Department of Justice, etc.).

A copy of 23 CFR Appendix A to Subpart A of Part 230 Special Provisions is available upon request. It provides specific information regarding equal employment opportunity responsibilities.

NAME AND TITLE OF THE EQUAL EMPLOYMENT OFFICER (this individual must be capable of effectively administering and promoting an active equal opportunity program and is assigned adequate authority and responsibility to carry out these duties.)

NAME (Please Print) Karen M. Gullan, City Clerk	COMPANY/ORGANIZATION TITLE (Please Print) City of Ironwood/Municipality
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I certify that I will abide by the equal employment opportunity requirements outlined in this application. I also understand the provisions of Title VI and related statutes. This certification is also my assurance that I will not discriminate on the grounds of race, color, national origin, gender, age, or disability.

AUTHORIZED CORPORATE OR ORGANIZATIONAL OFFICER	TITLE	DATE
Kim Corcoran	Mayor	11/25/13

NOTE: You must notify MDOT within 45 days if any of the information you provided on this application changes.

Please return this application to:

Cheryl Hudson, EEO Officer
Michigan Department of Transportation
425 W. Ottawa Street
Lansing, Michigan 48933
(517) 373-0980
HudsonC1@michigan.gov

Do not write in this area below

Do not write in this area below	
APPROVAL	DATE

City of Ironwood
Pat O'Donnell Civic Center
Ice Skating System
Change Order #3
November 25, 2013

Change Order #3 for the Pat O'Donnell Civic Center project includes a deduct to the project in the amount of <\$8,000.00> to recognize the volunteer assistance provided for this project. The approved total contract amount will change from \$430,151.66 to \$422,151.66.

City of Ironwood Date

Arena Systems Date