

CITY OF IRONWOOD

213 S. Marquette Street
Ironwood, Michigan 49938



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AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING MONDAY, JANUARY 13, 2014 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 – December 23rd Regular Commission Meeting.
- *2) Review and Place on File:
 - a) Planning Commission Meeting Minutes of September 4th & November 6th.
- *3) Approve Ironwood Planning Commission's 2013 Annual Report.

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

F. PRESENTATION: Ian Shackleford
(RE: Update on Safe Routes to School Program).

G. PRESENTATION: Michael J. D. Brown, Community Development Director.
(Update on the Comprehensive Plan).

OLD BUSINESS

H. Discuss and Consider adopting Ordinance No. 499, Book 5 a Zoning Text Amendment regarding R-2 Accessory Buildings.

I. Discuss and Consider advertisement to bid Entrée and Companion Kitchen Equipment.

J. Discuss and Consider advertisement to Bid Old World Meats Kitchen Equipment.

NEW BUSINESS

K. Discuss and Consider waiving necessity to bid new Zamboni for the Pat O'Donnell Civic Center.

L. Discuss and Consider approving purchase of new Electric Zamboni for the Pat O'Donnell Civic Center.

M. Discuss and Consider Partial Payment #1 to Jakes Excavating in the amount of \$15,000.00 for demolition at 213 Bonnie Street.

N. Discuss and Consider Final Payment to Northwoods Paving in the amount of \$37,755.03 for the 2012 Local Street Project.

O. Discuss and Consider adopting the 2014 / 2015 City Commission Goals.

P. Discuss and Consider awarding bids for the 2000 Chevy Silverado with plow to Red's Auto in the amount of \$6,129 and for the 1997 Jeep Grand Cherokee to John Sterbenz in the amount of \$1,003.

Q. Consider declaring 1997 Pontiac Grand Am GT, 2 door as scrap.

R. Discuss and Consider selling surplus property at 476 E. Houk Street to Lyn Grabowski for \$160.

S. Discuss and Consider rental lease agreement with Brad Carr at the City Centre.

T. Discuss and Consider scheduling a workshop for Monday, January 27th at 4:30 P.M. to discuss the City's audit report for fiscal year ending June 30, 2013.

U. Manager's Report.

V. Other Matters (Three Minute Limit).

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

X. Adjournment.

Proceeds of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on December 23, 2013 at 5:30 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

A. Mayor Corcoran called the Regular Meeting to Order at 5:30 p.m.

B. Recording of the Roll.

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

ABSENT: None.

C. Approval of the Consent Agenda.*

*1) Approval of Minutes – December 9th Regular Commission Meeting.

*2) Review and Place on File:

a) Ironwood Housing Commission Meeting Minutes of November 12th.

*3) Approve scheduling a City Commission Workshop regarding the City's Comprehensive Plan with Hoisington Koegler Group Inc (HKgi) for Wednesday, January 22, 2014 at 5:00 P.M.

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

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

1. Statement of Revenue & Expenditures.

2. Monthly Cash Report.

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

E. Approval of Monthly Check Register Report.

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

F. Approval of the Agenda.

Motion was made by Tauer, seconded by Semo and carried to approve the Agenda as presented.

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

There were none.

OLD BUSINESS

H. Discuss and Consider Ordinance No. 500, Book 5 repealing the City Begging Ordinance, Section 18-6 Begging in Public Places, Article 1, Chapter 18 (Offenses) of Code of Ordinances.

Motion was made by Semo, seconded by Sim to adopt Ordinance No. 500, Book 5 repealing the City Begging Ordinance, Section 18-6 Begging in Public Places, Article 1, Chapter 18 (Offenses) of Code of Ordinance. Unanimously passed by roll call vote.

NEW BUSINESS

- I. Update on Federal Health Care Reform and December Health Insurance Renewal.

Finance Director Paul Linn addressed the City Commission updating them on the Federal Health Care Reform and December Health Insurance Renewal.

- J. Discuss and Consider Final Payment to Angelo Luppino, Inc. in the amount of \$1,000 for the Social Security Administration Office renovations.

Motion was made by Semo, seconded by Cayer to approve the Final Payment to Angelo Luppino, Inc. in the amount of \$1,000.00 for the Social Security Administration Office renovations. Unanimously passed by roll call vote. Unanimously passed by roll call vote.

- K. Discuss and Consider Final Payment to Arena Systems in the amount of \$12,000 for the Pat O'Donnell Civic Center Ice Making Equipment.

Motion was made by Semo, seconded by Cayer to approve the Final Payment to Arena Systems in the amount of \$12,000 for the Pat O'Donnell Civic Center Ice Making Equipment. Unanimously passed by roll call vote.

- L. Discuss and Consider rental lease agreement with Sandy Sharp at the City Centre.

Motion was made by Semo, seconded by Cayer to approve the Commercial Lease Agreement with Sandy Sharp at the City Centre. Unanimously passed by roll call vote.

- M. Discuss and Consider adopting Resolution #013-033 authorizing an investment account with WoodTrust Asset Management, and designating the City Finance Director/Treasurer and City Clerk as authorized signers, and authorize Mayor to sign all applicable documents.

Motion was made by Semo, seconded by Sim to accept the generous donation of \$150,000.00 from Mark & Denise Stephens to purchase an electric Zamboni Ice Machine, electric edging machine, and the remainder of the donation to be used toward other capital improvements. Unanimously passed by roll call vote.

Motion was made by Semo, seconded by Cayer to adopt Resolution #013-033 authorizing an investment account with WoodTrust Asset Management, and designating the City Finance Director/Treasurer and City Clerk as authorized signers, and authorize the Mayor to sign all applicable documents. Unanimously passed by roll call vote.

- N. Discuss and Consider adopting Resolution #013-034 designating the City Finance Director/Treasurer and City Clerk as authorized check signers for all City Treasury Accounts.

Motion was made by Tauer, seconded by Semo to adopt Resolution #013-034 designating the City Finance Director/Treasurer and City Clerk as authorized check signers for all City Treasury Accounts. Unanimously passed by roll call vote.

- O. Discuss and Consider adopting Resolution #013-035 amending the Gogebic County Solid Waste Management Plan allowing Gogebic County to accept waste from all Michigan counties and export waste to all Michigan counties.

Motion was made by Semo, seconded by Cayer to adopt Resolution #013-035 amending the Gogebic County Solid Waste Management Plan allowing Gogebic County to accept waste from all Michigan counties and export waste to all Michigan counties. Unanimously passed by roll call vote.

P. Mayor's Appointments.

Mayor Corcoran appointed Robert Burchell and Joseph Lemke to the Planning Commission for a three-year term (term expiring December 31, 2016).

Motion was made by Semo, seconded by Tauer and carried to approve the Mayor's appointment of Robert Burchell and Joseph Lemke to the Planning Commission for a three-year term (term expiring December 31, 2016).

Mayor Corcoran appointed Kathryn Maciejewski to the Carnegie Library for a five-year term (term expiring December 31, 2018).

Motion was made by Tauer, seconded by Semo and carried to approve the Mayor's appointment of Kathryn Maciejewski to the Carnegie Library for a five-year term (term expiring December 31, 2018).

Q. Manager's Report.

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

- *During the upcoming holiday Garbage collection will not change and will remain on the regular schedule.
- *The audit is currently being completed by the auditors and will be reviewed at a future workshop at the second meeting in January, 2014.
- *Blight cleanup has been occurring at both the Bonnie Road location and the West Arch Street property.
- *Miners' Memorial Park group will be having a candlelight snowshoe and ski fundraiser on Saturday, December 28th.
- *Superior Snowshoe Walk will be held at 6:30 p.m. on Wednesday, January 1st.
- *IPSD is advertising for the sale of three vehicles.
- *The SISU Cross Country Ski Marathon is scheduled for Saturday, January 11, 2014.
- *The Ironwood Snowmobile Olympus snowmobile races are scheduled for January 3, 4, 5, 11, 12, 2014 at the Gogebic County Fair Grounds.

R. Other Matters (Three Minute Limit).

Mayor Corcoran and the City Commission wished everyone a Happy Holiday. Mayor Corcoran appreciated and thanked the Stephens' for their generous donation and stated it was a donation not only to the City of Ironwood but the whole community.

Commissioner Semo had a few questions for City Staff on the upcoming SISU Race.

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

Brian Roehm went on record to thank the many volunteers and John Begalle and his crew for helping them with the \$8,000 volunteer donation.

T. Adjournment.

Motion was made by Semo, seconded by Cayer and carried to adjourn the meeting at 6:14 P.M.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk



**Proceedings of the Ironwood Planning Commission
Wednesday September 4, 2013**

A Regular Meeting of the Planning Commission was held on Wednesday, September 4, 2013 in the Conference Room #1, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order:

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

2. Recording of the Roll:

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

Also present: Community Development Director Michael J.D. Brown. In the audience, Eric Fitting.

3. Approval of Minutes:

Motion by Davey to approve August 7, 2013's Minutes. **Second** by Cayer. **Motion carried 6 to 0.**

4. Approval of the Agenda:

Motion by Davey to accept the Agenda. **Second** by Lemke. **Motion Carried 6 to 0.**

5. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit):

None

6. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit):

None

7. Items for Discussion and Consideration:

- 7a. PC Case 2013-009 Accessory Buildings in R-2 District: Director Brown explained that currently the square footage of accessory buildings in the R-2 District are limited to 900 square feet. Because of another matter that has come forward with apartment garages, 900 square feet is unreasonable. Director Brown wanted direction from the committee about recommending language to discuss for changing the ordinance to allow for adequate garage space for apartments. Director Brown also inquired about changing part of the sentence in the ordinance defining accessory buildings to include sheds.

The committee decided that 900 square feet is too small and directed Director Brown to set a public hearing on changing the Accessory Building wording. The Committee also decided to leave the wording for accessory buildings in the R-2 district as defined in 34-73(1)(b), and not change it to include the word sheds.

- 7b: Consideration of PC Case 2013-010 Property Purchase Request on Ayer Street Property (Fitting)

Director Brown explained that Eric Fitting (in audience) wanted to buy the property next to his on Ayer Street for additional storage sheds. This property is currently on the Surplus Property List. Cayer stated that from his memory, there was some kind of issue with this property, and he thought that about ten years ago, folks fought against storage units going into that area because they did not create jobs. Also, it was brought up that Ottawa Forest Products may have an interest in the property. Director Brown attempted to reach Ottawa and invite them to tonight's meeting and discuss their interest, if any; however, was not able to reach them.

Motion by Cayer to recommend to sell the property to Eric Fitting. **Second** by Davey. **Motion Carried 6 to 0.**

- 7c: Consideration of Selection of Planning Consultant.

Director Brown stated that Rick Semo, Tom Bergman, Scott Erickson and himself interviewed four firms for writing the comprehensive plan. After discussion, this group decided the HGki was the firm they would recommend that the Planning Commission to hire and to also recommend this to the City of Ironwood Commissioners. Director Brown said that this firm came in prepared; had many examples of non-boiler plated comprehensive plans and their references were excellent. Director Brown and others who sat on the interview committee said that HGki has very involved public participation and also has repeat business.

Motion by Cayer to recommend to the City of Ironwood Commissioners that HGki be hired to write the comprehensive plan. **Second** by Davey. **Motion Carried 6 to 0.**

8. Project Updates

Regional Trail – The construction is on hold until next year.

Director Brown said that there is a class coming up "Michigan Citizen Planner" at Gogebic Community College and that they need a few more students to make this class a reality. He stated that Kim Coon is going as well as Leroy Johnson. Cayer said that short of a health issue, he would also enroll. Director Brown stated that he would get Johnson and Cayer enrolled.

9. Other Business: None

10. Next Meeting: October 2, 2013, 5:30 p.m.

11. Adjournment:

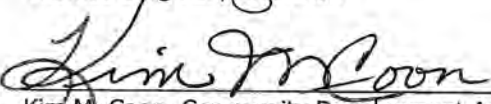
Motion by Cayer to adjourn the meeting. **Second** by Davey. **Motion Carried 6 - 0.**

Adjournment at 6:16 p.m.

Respectfully submitted



Thomas Bergman, Chairman



Kim M. Coon, Community Development Assistant



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

A Regular Meeting of the Planning Commission was held on Wednesday, November 6, 2013 in the Commissions Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order:

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

2. Recording of the Roll:

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

Also present: Community Development Director Michael J.D. Brown and City Manager Scott Erickson. In the audience, Dawn Schultz from Xcel, Eric Fitting, Keith Johnson, John Whitlow, and Josh and Becky Pietrocattelli.

3. Approval of Minutes:

Motion by Davey to approve September 4, 2013 Minutes. **Second** by Burchell. **Motion carried 7 to 0.**

4. Approval of the Agenda:

Motion by Davey to accept the Agenda. **Second** by Johnson. **Motion Carried 7 to 0.**

5. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit):

Keith Johnson rose and stated he would be speaking for Mr. Fitting when his case comes before the Commission.

6. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit):

Josh and Becky Pietrocatelli asked to be heard. They reside at 425 Marble. There is a property at 501 Agate that is being used as recreational vehicle storage for many vehicles. The property owner at 501 Agate purchased 424 Marble. That property is now being used to store recreational vehicles. The Pietrocatelli's front yard at 425 Marble now views the 501 Agate property back yard. They believe the ordinance should be revised to limit the number of RV's allowed to one per property, and that it be registered to the Owner of the property. They would also like to see the property of backyards being designated no nuisance areas. According to the ordinance this is not considered to be blight.

Director Brown stated that staff would review this issue and get back to the Pietrocatelli's.

7. Items for Discussion and Consideration:

- 7a. Ordinance 499, Book 5 Accessory Buildings: Chair Bergman opened the public hearing. Director Brown introduced the ordinance. Chair Bergman read the rules to the audience regarding the procedures for this meeting and then asked for Comments for and Against the Ordinance. There were none. Chair Bergman closed the public hearing.

Motion by Davey to recommend to the City Commission approval of Book 5, Ordinance No. 499. **Second** by Burchell. **Motion carried 7 to 0.**

- 7b: Consideration of PC Case 2013-010 Site Plan & Conditional Use for Storage Units:

Director Brown explained a 30 foot side and rear setback is required. The proposed site plan only provides for a ten foot rear yard setback. Mr. Fitting is currently seeking a variance to the setback from the Zoning Board of Appeals. The site plan is in order other than the setback in the rear yard. Mr. Fitting is to appear at the ZBA on Monday for approval of the variance.

Keith Johnson spoke on behalf of Mr. Fitting. Many years ago this was zoned R-4 and there is very little water, no sewer out there. It is uninhabitable. The one caveat that Mr. Johnson asked on behalf of Mr. Fitting is that the City give Mr. Fitting one year to build. Director Brown said that Mr. Fitting would have to pull a building permit and would then need to begin building within 6 months.

Commission Member Johnson said that the property is only setback 10'; why can't he move the storage sheds back on the property. Mr. Johnson said that this is due to large trucks with trailers not being able to back up and maneuver through the area.

Public Comment for the Request: None
Public Comment in Opposition to the Site Plan: None
Bergman closed the Public Hearing.

Member Johnson said the site plan does not conform to the setback. He believes the applicant will file an appeal for violation of the improper setback and for that to occur it is Johnson's opinion that the site plan does not comply and therefore sets up the appeal to the ZBA. The Planning Commission can not violate the ordinance or approve an item that violates the ordinance. Johnson made a **Motion** that the request not be approved. **Second** by Burchell. Discussion ensued regarding the Zoning Board of Appeals and the Planning Commission processes. Bergman asked what legal ramifications could the Commission face. Director Brown said he would contact the City Attorney on this issue.

Amended Motion made by Johnson to deny the site plan because it doesn't meet the rear yard setback. **Second** by Burchell. **Motion Carried 7 to 0.**

Motion by Burchell to approve the conditional use permit in case 2013-010 for the storage units as shown on Site Plan 1. **Second** by Geib. **Motion Carried 7 to 0.**

7c: Consideration of Case 2013-011 Property Purchase (Somero): Director Brown stated that this is a familiar property request purchase (Suzak); however it is a new owner.

Motion by Cayer to recommend to the City of Ironwood Commissioners that this property be declared as surplus property. **Second** by Geib. **Motion Carried 7 to 0.**

7d: Case 2013-010, Property Purchase East Ash Street (Whitlow). Director Brown introduced the request.

Motion by Johnson to not sell this parcel to Mr. Whitlow considering there is no water or sewer on the parcel and that the City continue to look for a party to expand the parcel's use. **Second** by Burchell. **Motion Carried 7 to 0.**

7e: Consideration of Xcel Pole Location Request: Dawn Schultz came before the Commission with an update on the transmission poles off of Bonnie Street near the Miner's Park. There is now a clearance concern so Xcel must add another pole for line height. There could be a small remuneration of \$500 paid to the City. Director Brown informed the Commission Parks and Recreation Committee took no action.

The Planning Commission indicated that there is no action needed on this Xcel Pole Location Request. This was informational only.

7f: Discuss Medical Marihuana Ordinance: Director Brown stated that there is a Michigan case pending on the medical marihuana issue. The Commission said to not do anything on the medical marihuana issue until the Michigan case is resolved.

7g: Discuss Amendment to Garage Regulations: Director Brown said that there are a number of requests for garage regulations in the R-1 issues. The City Commission has directed Staff to evaluate this to see if we need to change our regulations. He asked the Commission to think about sizes and setback for review in coming months.

8. Project Updates

None.

9. Other Business: Burchell brought up that beepers on the snow removal vehicles are very loud. He understands that this is an OSHA approved item that must be on the vehicles. He has found a backup camera that is approved by OSHA for \$99.00. Discussion ensued. The consensus is to take this idea to the Ironwood Police Department or Code Enforcement and see how they would handle the matter of the beepers versus cameras for use and the noise issue due to the very loud beepers.

10. Next Meeting: December 4, 2013, 5:30 p.m.

11. Adjournment:

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

Adjournment at 6:16 p.m.

Respectfully submitted



Thomas Bergman, Chairman



Kim M. Coon, Community Development Assistant



MEMO

To: Mayor Corcoran and the City Commission

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

Date: December 20, 2013

Meeting Date: January 13, 2013

Re: Ironwood Planning Commission 2013 Annual Report

Please accept the following Ironwood Planning Commission Annual Report as required by the Michigan Planning Enabling Act (MCL 125.3819(2)).

Operations of the Commission

Case #	Case Name and Request	Location/Address	Review Date	Action	Commission	Case Summary
2013-001	Dalbeck Rezoning	SE Corner Iron King and E. Ayer St	5/1/13	Denied	Planning Commission	Rezoning from R-1 to R-3 denied because it wasn't consistent with the comprehensive plan
			5/13/13	No Action	City Commission	
			5/28/13	Denied	City Commission	
2013-002	Xcel Energy Site Plan	900 E. Ayer St	5/1/13	Tabled	Planning Commission	Site plan expansion of substation and rezoned from R-1 to I
	Xcel Energy Rezoning		6/5/13	Approved	Planning Commission	
			5/1/13	Tabled	Planning Commission	
			6/5/13	Approved	Planning Commission	
			6/24/13	Approved	City Commission	
2013-004	Zoning Text Amendment	213 S. Marquette St	6/5/13	Approved	Planning Commission	Created conditional use for outdoor storage/use
			6/24/13	Approved	City Commission	

Case #	Case Name and Request	Location/Address	Review Date	Action	Commission	Case Summary
2013-005	Sanders Surplus Property	Huron St	7/9/13	Approved	Planning Commission	Purchase surplus property at a reduced rate
			9/9/13	Approved	City Commission	
2013-006	Suzik Property Purchase	Clemens St	7/9/13	Approved	Planning Commission	Purchase City owned property east of public works garage
			7/22/13	Approved	City Commission	
2013-007	Hudacek Property Purchase	Clemens St	8/7/13	Approved	Planning Commission	Tabled purchase City owned property east of public works garage until the comprehensive plan is complete
			9/23/13	Tabled	City Commission	
2013-009	Zoning Text Amendment	213 S. Marquette St	11/6/13	Approved	Planning Commission	Updated R-2 garage regulations
			1/13/14		City Commission	
2013-010	Hobby Wheel Property Purchase	850 E. Ayer St	9/4/13	Approved	Planning Commission	Purchase City owned property for expansion of existing storage facility, denied due to adjacent property owner with first option to property
			9/23/13	Tabled	City Commission	
			10/14/13	Denied	City Commission	
	Hobby Wheel Conditional use		11/6/13	Approved	Planning Commission	Conditional Use for storage facility
	Hobby Wheel Site Plan		11/6/13	Denied	Planning Commission	Denied because setback wasn't met, but then approved after ZBA granted variance to setback
			1/8/14	Approved	Planning Commission	
2013-011	Somero Property Purchase	Clemens St	11/6/13	Approved	Planning Commission	PC Recommended to declare as surplus property
			12/9/13		City Commission	
2013-012	Ottawa Property Purchase	E. Ayer St	9/4/13	Denied	Planning Commission	Purchase City owned property on E. Ayer St, exercised first option on property
			9/23/13	Tabled	City Commission	
			10/14/13	Approved	City Commission	
2013-013	Whitlow Property Purchase	E. Ash St	11/6/13	Denied	Planning Commission	PC to hold until a more logical development comes along
			12/9/13	No Action	City Commission	

*Includes Conditional Use Permits, Planned Unit Developments, Zoning Text Amendments, Rezoning, Site Plans, Subdivisions, review of neighboring units of governments zoning ordinances and/or comprehensive plans, property purchase request.

**Can be multiple dates

***Either the Planning Commission or the City Commission

PC = Planning Commission

CC = City Commission

Status of ongoing activities

1. The Comprehensive Plan is in the process of being updated with anticipated completion summer of 2014
2. The Capital Improvement Program will be evaluated next year once the comprehensive plan is completed.

Recommendations and Goals for the upcoming year and its fiscal impacts

Once the comprehensive plan is completed goals can then be set based on the recommendations in the plan.

TO ADOPT AN ORDINANCE OF THE CITY OF IRONWOOD AMENDING THE CITY OF IRONWOOD'S ZONING CODE BY AMENDING CHAPTER 34, ARTICLE II, DIVISION 3 R-2 MULTIFAMILY RESIDENTIAL DISTRICT TO MODIFY GARAGE SIZES

CITY OF IRONWOOD

BOOK 5, ORDINANCE NO. 499

THE CITY OF IRONWOOD ORDAINS:

Section 1. The City of Ironwood Zoning Ordinance is hereby amended to modify Chapter 34, Article II, Division 3 R-2 Multifamily Residential District as follows:

Section 34-73(1)(b) shall be amended as follows:

The maximum square footage for accessory buildings in the R-2 district shall be nine hundred (900) square feet except that a maximum of one (1) garage space shall be permitted for each apartment unit and a maximum of two (2) garage spaces shall be permitted for each duplex unit with a maximum size of three hundred seventy five (375) square feet per garage space not to exceed fifteen (15) feet by twenty five (25) feet.

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

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

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

This Ordinance was adopted by the City Commission of the City of the City of Ironwood on the 13th day of January, 2014.

Effective:

KIM CORCORAN, MAYOR

ATTEST:

KAREN M. GULLAN, CITY CLERK

Publish in accordance with Act 110, Michigan Public Acts of 200, and as amended (MCLA 125.3101 et at) and provisions of Chapter 6 of the City Charter, for the City of Ironwood, Michigan on the

_____ day of _____, 2013.



MEMO

To: Mayor Corcoran and the City Commission

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

Date: January 6, 2014

Meeting Date: January 13, 2014

Re: Entrée & Companions Bid Request

As you know there are still items that did not receive minimum bids for Entrée & Companions bid advertisement. The last bid amount was 5% of the purchase price. At this point staff recommends there is no minimum bid to encourage liquidating the inventory.



MEMO

To: Mayor Corcoran and the City Commission

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


Date: January 6, 2014

Meeting Date: January 13, 2014

Re: Old World Meats Bid Request

The City still has equipment from Old World Meats RLF; therefore staff is recommending authorizing advertisement to bid at a discounted rate of 15% of the original purchase price.

Memo

To: Ironwood City Commission
From: Scott Erickson, City Manager 
cc:
Date: January 13, 2014
Re: Discuss and Consider Waiving Competitive Bidding Requirement for the Purchase of a new Zamboni

The City Commission is requested to discuss and consider waiving the competitive bidding process for the purchase of a new Zamboni ice machine for the Pat O'Donnell Civic Center. The funding for this purchase was provided through a donation provided by Mark and Denise Stephens. A stipulation of their donation is that a Zamboni brand ice making machine be purchased. Based upon that stipulation it is recommended to authorization execution of a contract for the purchase of a Zamboni without competitive bidding.

contract awarded within five (5) days after the contract has been awarded or file any bond required within the same time, the deposit accompanying the bid shall be forfeited to the city, and the commission may, in its discretion, award the contract to the next lower qualified bidder or the contract may be readvertised.

(Code 1975, §§ 1.231(3), 1.232)

Sec. 2-223. Exceptions to competitive bidding.

Competitive bidding shall not be required in the following cases:

- (1) When the product or material contracted for is not competitive in nature and no advantage to the city would result from requiring competitive bidding and the city commission, upon recommendation of the purchasing agent, authorizes execution of a contract without competitive bidding;
- (2) In the employment of professional services;
- (3) When the commission shall determine that the public interest will be best served by purchase from or joint purchase with another unit of government;
- (4) When the city elects to undertake the work itself.

(Code 1975, § 1.233)

Sec. 2-224. Inspection of materials.

The responsibility for the inspection and acceptance of all materials, supplies and equipment shall rest with the ordering department.

(Code 1975, § 1.234)

Secs. 2-225–2-240. Reserved.

DIVISION 3. SALE OF PROPERTY

Sec. 2-241. Authority.

Whenever any city property, real or personal, is no longer needed for corporate or public purposes, the property may be offered for sale. Personal property not exceeding three thousand dollars (\$3,000.00) in value, may be sold for cash by the city manager after receiving quotations or competitive bids therefor for the best price obtainable. Property with a value in excess of three thousand dollars (\$3,000.00) may be sold after advertising and receiving competitive bids as provided in section 2-222 and after approval of the sale has been given by the city commission.

(Code 1975, § 1.235)

Sec. 2-242. Real property.

City real property, except as may otherwise be limited by the Charter or applicable state law, which is no longer needed for corporate or public purposes may be declared surplus by

December 19, 2013

City of Ironwood

Attention Mr. Paul Linn

Mr. Linn

My wife, Denise, and I would like to donate common stock to the City of Ironwood with an approximate value of \$150,000 and with the following stipulations:

1. The money would be used to purchase an electric ice machine and edging machine for the Pat O'Donnell Civic Center.
2. The name brand will be Zamboni, with the details to be worked out with myself and Brian Roehm, Rink Manager.
3. Any money left over (about \$15,000) from this purchase must be used for other capital improvements to the Pat O'Donnell Civic Center.
4. The City must certify in writing that this donation qualifies for a federal income tax deduction.
5. The City must be able to receive common stock certificates and bear the cost of cashing them in.
6. The only advertising allowed on the ice machine will be Ironwood Plastics, with artwork approved by Denise and me.
7. If an event were to happen that would cause the ice machine to be sold within 15 years (prior to January 1, 2029), the proceeds from the sale of the ice machine would be transferred to the Polar Bear Hockey Club.
8. This donation must be made by December 31, 2013.

The Civic Center and Polar Bear Hockey has given us tremendous joy and happiness over the years. We have met many great people within this organization. Our goal has always been to see kids enjoy the ice, learn sportsmanship and grow in to fine adults. We are hopeful this equipment can help.

Sincerely,



Mark and Denise Stephens

December 13, 2013

Brian Roehm
Pat O'Donnell Civic Center
E4972 Jackson Rd.
Ironwood, MI 499385

PROPOSAL

MODEL: Zamboni 552

QUANTITY: One (1)

CAPACITY: **Full Size**
Snow Tank

100 cubic feet (actual volume)

120 cubic feet (compacted)

Ice Making Water Tank

Constructed of High Density Polyethylene

200 U.S. gallons

Wash Water Tank (optional)

Constructed of High Density Polyethylene

82 U.S. gallons

Total Water Capacity

282 U.S. gallons

ELECTRONIC

CONTROLS: **Sevcon® "Power Pak" MOSFET Controls**

The 552 utilizes state-of-the-art Sevcon MOSFET (solid state) controls for both the vehicle traction drive and the accessory functions.

The Sevcon controls offer the latest in electronics technology and provide exact optimized control to achieve outstanding operability. These controls have been proven throughout the world in demanding applications

such as forklifts and airport equipment.

ELECTRONIC CONTROLS:

The solid state MOSFET controls provide for infinitely variable traction speeds in forward and reverse, as well as optimum control of the accessory pump operation

Fully Programmable Features

- controlled acceleration.
- accessory pump speeds affecting conditioner/snow tank lift and auger speeds.
- compensation for different battery packages.

“On-Board” Diagnostic Features

- operator faults, such as starting in gear or parking brake on.
- faults due to component failure.
- hydraulic filter replacement.
- electric motor brush-wear sensors.
- motor temperature warning.

Sevcon Dash Display

The Sevcon dash display acts as “window access” into the heart of the electric controls.

- full diagnostics with alphanumeric display including stored fault codes.
- battery discharge indicator and motor hourmeters.

ELECTRIC MOTORS:

General Electric 17.5 HP traction drive motor with brush wear sensors.

Baldor 8 HP accessory motor with temperature and brush wear sensors. Designed in motor “step-up” to maximize the usage and efficiency of the battery power.

BATTERY & CHARGER:

510 Amp Hour heavy-duty industrial type lead acid batteries. Heavy-duty features include a tabular solid plate design and heat bonded jar.

“Intelligent” charger is microprocessor controlled to provide the best charging sequence in all conditions.

DRIVETRAIN:

Dana/Spicer Axles

Front - Model 60, rated 6,400 lb. capacity.

Rear - Model 60, rated 6,200 lb. capacity and is a rigid, full-float design.

Because the 552 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.

DRIVETRAIN:

Our chassis/axle combination is the key to the Zamboni 552 having a turning radius of 16 feet, a full 3 feet tighter than most other machines.

Hub City Transfer Case

Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.

Traction drive motor is directly-mounted to the housing for long shaft life.

Chassis

2" X 5" structural steel tubing for high strength and long service.

HYDRAULICS:

Danfoss Pump and Motor

Gear-type for high efficiency, flow and speed. This design has been proven in many rugged applications and helps to continue Zamboni's reputation for the best conveyor performance in the industry.

Charlyn Steering Pump

The use of a hydraulic steering system provides very smooth power steering with little effort.

Filtration and Tank

Parker 10 micron hydraulic filter ensures a clean environment for all hydraulic components.

Large 21 gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

**SNOW TANK
AND AUGERS:**

Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.

Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are powder coated for durability.

CONDITIONER:

Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.

A unique design of spring and hydraulic down pressure is used for superior shaving results.

Performance will continue for the life of the machine by using replaceable bushings and springs.

**HUMAN
ENGINEERING:**

The operation of the 552 is very simple. The operator selects the travel direction, then drives the machine with a foot control. Because the conveyors are independent of vehicle speed, the 552 provides full power and speed to the augers at all times, even when slowing for corners.

Speed is controlled by a single foot pedal. A solid-state electronic actuator provides smooth and responsive acceleration.

Operator compartment has an ergonomic layout and includes a modern steering wheel with spinner knob.

The Mosfet electronic controls, while securely locked to inhibit unauthorized entry, are conveniently located should service be necessary. The battery is easily accessed through both side doors for routine maintenance checks, even with the snow tank down.

Wiring and looms are well routed and protected.

**FACILITY
ENGINEERING:**

Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.

Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.

The snow tank on the 552 is designed with a flat bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height. This is important for both dumping indoors as well as outdoors in adverse conditions.

Polyethylene ice-making water tank is standard. This tank is completely rust free and has a 8" quick access cover for inspection and clean-out.

**MANUFACTURER'S
STATEMENT:**

The Model 552 is proudly designed and manufactured in Paramount, California by Frank J. Zamboni & Co., Inc., a United States company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, parts replacement only.

SAFETY

STANDARDS: The 552 is engineered to meet or exceed A.N.S.I. safety labelling requirements.

Proposal Page 4

PRICE INCLUDES: **Zamboni 552**..... \$133,986.99

- 510 AH Battery with Charger
- Back Up Alarm
- Board Brush
- Chrome Wheels
- Wash Water System w/ Poly Tank
- Guide Wheel
- Black Powder Coated Conditioner
- Parking Brake
- Electronic Water Level Sight Gauge
- Conditioner Poly Side Plate
- Snow Tank Light
- Stainless Steel Water Distribution Pipe
- Viscous Coupling Drive Shaft
- Single Point Water System
- EZ III Battery Edger
- Transportation to Ironwood, MI

F.O.B.: Paramount, CA

TERMS: \$25,000.00 deposit with order,
balance net 30 days on approved credit
Shipment August 2014 if order and deposit
received by 1-20-14.
Pricing firm for 30 days.
Pricing does not include any applicable sales tax.

THANK YOU:

Doug Peters
Regional Sales Manager

12/13/13
Date

Frank J. Zamboni & Co., Inc.
15714 Colorado Avenue
Paramount, CA 90723
Phone: (562) 633-0751
Fax: (562) 633-9365

sec/b_roehm55212-13.proppg5rev.1

Proposal Page 5

Northwoods Paving
City of Ironwood – 2012 Local Street Project
Pay Application # 7 (Final Payment)

SECTION B - OFFER AND SCHEDULE OF ITEMS

<u>Item No.</u>	<u>Item Description</u>	<u>Pay Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Quantity this Estimate</u>	<u>Amount this Estimate</u>
1000	Mobilization	LS	1	\$8,570.00	1	\$8,570.00
2000	Mill Existing Pavement (2 inch depth)	SYD	49,000	\$1.02	\$89,666.00	\$91,459.32
2050	Mill Existing Pavement (2 ½ inch depth)	SYD	38,000	\$ 0.86	0	\$ 0
2100	Full Depth Reclamation (Pulverize)	SYD	40,000	\$0.29	20,909	\$6,063.61
3000	Hot Mix Asphalt – (3” Pulverized Streets)	TN	6,200	\$59.16	2,327.25	\$137,680.11
3050	Hot Mix Asphalt- (2” Milled Streets)	TN	10,500	\$59.16	10,895.88	\$644,600.26

3200	Remove & Replace Existing Driveway (Asphalt)	SYD	200	\$26.89	0	\$0
3300	Remove & Replace Driveway (Concrete)	SYD	200	\$58.50	2.78	\$162.63
4000	Restoration & Turf Establishment (Milled Locations)	LS	1	\$5,000	.85	\$4,250.00
4010	Restoration & Turf Establishment (Pulverized Locations)	LS	1	\$2,450	.5	\$1,225.00
5000	Remove & Replace Catch basin (5 ft. depth)	Ea	3	\$3,550	3	\$10,650.00
5500	Install New Catch basin with casting/grate	Ea	2	\$3,200	2	\$6,400.00
6000	Remove & Replace Fire Hydrant, Valve and connecting water main	Ea	31	\$2,980	31	\$92,380.00
7000	Remove & Replace Concrete Curb & Gutter	LF	500	\$27.50	1003	\$27,582.50
7100	Remove & Replace Concrete Sidewalk	SYD	40	\$53.00	51.44	\$2,726.32
7200	Remove & Replace ADA Handicap Ramps	Each	1	\$950	.50	\$475.00

8000	Temporary Traffic Control	LS	1	\$18,275	1	\$18,275.00
9000	Street Patch-Local Streets (Various Locations)	SYD	500	\$27.90	1091.50	\$30,452.85
9100	Street Patch – US 2	SYD	45	\$65.77	123.93	\$8,150.88
9200	Mill & Pave Street Patch (2 inches)	SYD	90	\$25.42	0	\$ 0
9300	Street Patch – Burma Road	SYD	60	\$92.72	44.4	\$4,116.77
9600	Remove Tree & Grind Stump	EA	2	\$370.00	2.84	\$1,050.80
9650	Grind Stump	EA	8	\$145.00	8	\$1,160.00
9700	Install 12"-Corrugated plastic/ smooth wall interior storm sewer pipe	LF	80	\$43.00	110	\$4,730.00
9800	Remove & Replace Stop Sign	EA	50	\$187.00	50	\$9,350
9900	Install Bituminous Curb	LF	1,000	\$1.49	4365.40	\$6,504.45
9950	Class 22A Gravel	TNS	11,000	\$7.85	707.70	\$5,555.45

Additional Items:

Bituminous Flume	\$1,300.00
Bituminous Swell	\$ 800.00

(Includes cost with Bituminous Curb Pay Item: $1409.40 \times \$1.49/\text{cf} = \$2,100.01$)

Total Amount This Estimate	\$1,123,570.95
Less Retainage	- \$ 0

Total This Estimate	\$1,123,570.95
Less Previously Paid	- \$1,085,815.92

Total Paid This Estimate	\$ 37,755.03

December 23, 2013

Pay Application #7 (Final Payment)

City of Ironwood

Scott Erickson, P.E., City Manager

Date

Northwoods Paving

Signature

Date

Tuesday, December 16, 2013
Ironwood City Commission Work Session

2014
Goal Setting Items

1. Blight Enforcement	15
2. Continue Mill &: Overlay of Local Streets	13
3. 16" Water Transmission Main (Phase III) Rebuild	12
4. Continue with next phase of Water & Sewer Replacement	11
5. Improve looks of US2 during construction	11
6. Neighborhood Playgrounds (new locations-City wide coverage)	10
7. Develop a plan for Collector Street Reconstruction or Mill & Overlay	9
8. Additional Downtown Improvements (DIG Grant)	7
9. Support Drug Efforts in Community and Schools with IPSD	7
10. Hemlock St. Reconstruction Phase II	7
11. Develop a City Marketing Plan/Image/Branding	6
12. Economic Development Efforts	5
13. Review Snowplowing Policy & Snow Removal	5
14. Metrics – Details of how all areas of City are doing	5
15. City Charter Review	5
16. Safe Routes to School	
a. Help with Development	4
17. U.S. 2 Sidewalk	3
18. Park Security (Longyear/Depot Park)	3
19. Complete Little League Field Development	3
20. Curry Park Electric Improvements	3
21. Examine funding sources for Civic Center & Library	2
22. Improve efforts in Transparency & Communication	2
23. Move City Elections Even numbered years	1
24. Coordination between Downtown & US2	0
25. Implementation Plan once Comprehensive Plan is Completed	0



123 West McLeod Avenue Ironwood, Michigan 49938

PHONE: 906-932-1234



Andrew DiGiorgio
Director of Public Safety

Date: January 7, 2014

Ironwood City Commission:

Request approval to accept bids for the 20000 Chevrolet truck with plow and the 1997 Jeep Grand Cherokee. Minimum bids were met and exceeded.

In addition, no bids were received on the 1997 Pontiac two door. At this time we would request that this vehicle be scrapped. IPSD will contact local salvage/scrap yards and dispose of said vehicle for the highest quoted price. Estimated scrap value \$150-\$250.

BID TABULATION SHEET

with plow
2000 Chev. Silverado 1997 Jeep Cherokee 1997 Pontiac Grand Am

Name of Bidder:					
Ron Anderton			\$ 836.74		
John Sterbenz			\$ 1,003. ⁰⁰		
Red's Auto		\$ 6,129. ⁰⁰			
James Ansami		\$ 3,655. ⁰⁰			
Douglas Bull		\$ 3,201. ⁰⁰			
Ron Pelkola		\$ 3,888. ⁸⁹			
Erwin Esterline		\$ 5,151. ⁰⁰			
Brian Vukovich		\$ 4,140. ⁰⁰			
Tony Trola		\$ 3,756. ⁷⁵			
Joseph Pazdernik			\$ 850. ⁰⁰		

Witnesses to Bid Opening:

Matt [Signature]
James [Signature]
Chapler

Bid Award Action Taken:



MEMO

To: Mayor Corcoran and the City Commission

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

Date: January 6, 2014

Meeting Date: January 13, 2014

Re: PC Case 2013-015 Property Purchase Request 476 E. Houk Street

Before the Commission is a property purchase request from Lyn Grabowski to purchase City surplus property 476 E. Houk Street, Parcel Number 52-23-351-260, for \$160; the list price is \$750. The Planning Commission and Parks and Recreation Committee reviewed this request. Both groups agreed the price shouldn't be modified as much or at all. The Planning Commission indicated the surplus list was created in order for property to have set prices. If the prices are varied from the list, the intent of the list is not met. The Planning Commission suggested the list be reevaluated if the City is interested in varying set prices on the list.

Oct. 23rd 2013

Dear Sir,

You might remember me as the gal who came in with some cash to buy some surplus land on E Houk St. and wanted to plant a tree in memory of my dog in Sept. of this year.

I started coming to Ironwood 6 yrs ago to sbi with Karl Mayer. He owns 480+504 E. Houk St. just recently I asked why he doesn't own the surplus lot & he said he put in an offer in with a letter 7 years ago to purchase but the city never got back to him. So, in all this time the price has gone up. I, myself, am wondering why you did not even acknowledge his letter.

I have been coming up there for 1 week a month to cut the grass and take care of the trees we planted so we are good about taking care of our "little piece of heaven" in the Northwoods. I have certainly fallen in love with your city and all it has to offer.

My bedroom window overlooks that surplus lot. Time and time again I have noticed people use it as a blumping ground and I have always been the one to get rid of the junk. The city never removes anything nor do they cut the grass. They did not remove a downed tree when I came in and told them about it. I have tried to keep

it from being an eyesore and would really like to plant a tree or two to enjoy from my window. This lot is not being maintained by the city as it should be. I also do not think that lot is anywhere near worth the exhorborant price of \$ 700.00.

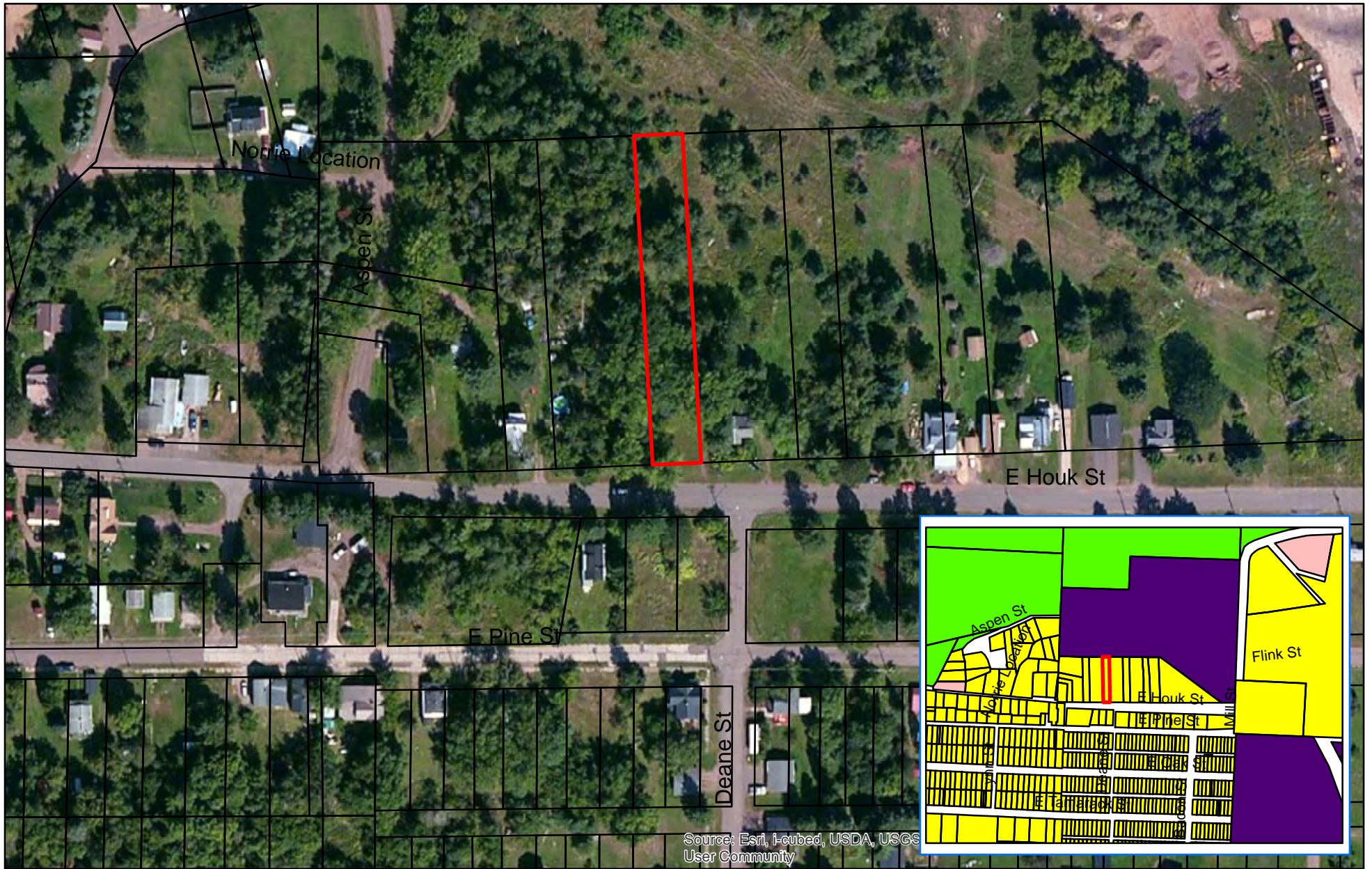
I truly hope you will reconsider our offer to buy the surplus lot at a lower price than you are asking. This lot is the same size as the one at 504 E Hawk and that lot is valued at \$140.00

I came in with \$160.00 that day, hoping to buy that lot and surprise my friend Karl Mayer and with hopes to plant a tree that week I was there. I was so very disappointed when none of those things happened.

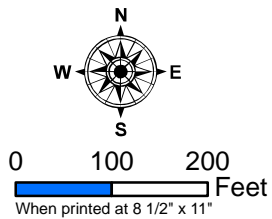
I hope you will find it in your heart to be kind enough to respond to my letter so we know where we stand in our desire to plant a tree outside my window in memory of my pet. Thank you in advance,

Blessings,

Lyn Giabowski
21840 Foxhaven Run #5
Waubesa, WI. 53186



Source: Esri, i-cubed, USDA, USGS
User Community

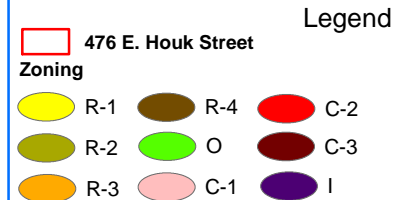


PC Case 2013-015

Property Purchase Request

476 E. Houk Street

Thursday, November 21, 2013



The information contained in this map is for reference purposes only. The City of Ironwood is not responsible for the accuracy of the data.

COMMERCIAL LEASE AGREEMENT

THIS LEASE has been made and entered into as of January 1, 2014, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and BRAD CARR, of N10630 Lake Road, 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 one (1) room office space on the second floor or Suite #BA36.

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 February 1, 2014 (the "Commencement Date") and ending on January 1, 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 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 _____, 2014, 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:

BRAD CARR

STATE OF MICHIGAN)
)ss
COUNTY OF GOGEBIC)

On this _____ day of _____, 2014, before me personally appeared BRAD CARR, 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**