

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD

MICHIGAN | *Find Your North*

Phone: (906) 932-5050
Fax: (906) 932-5745
www.cityofironwood.org

AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
MONDAY, MAY 13, 2019
Zoning Board of Appeals Public Hearings – 5:20 P.M. & 5:25 P.M.
Regular Meeting – 5:30 P.M.

LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING

5:20 P.M.

1. Call Zoning Board of Appeals to Order.
2. Recording of the Roll.
3. Consider action on the variance request of temporary storage without a principal use at 844 E. Ayer Street in the I-1 Industrial District.

5:25 P.M.

4. Open Public Hearing.
5. Public Hearing: To hear comment on a variance to Section 34-53(2)(a)(ii) for a new garage located at 509 N. Curry Street, Ironwood, MI 49938.
6. Close Public Hearing.
7. Consider action on the variance request for a new garage located at 509 N. Curry Street.
8. Adjourn Zoning Board of Appeals.

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.*



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



*1) Approval of Minutes – Regular City Commission Meeting of April 22nd.

*2) Review and Place on File:

- a. Economic Development Authority Corporation (EDC) Meeting Minutes of April 3rd.
- b. Ironwood Carnegie Library Meeting Minutes of March 22nd.
- c. Ironwood Planning Commission Meeting Minutes of January 3rd and February 25th.
- d. Gogebic County Veterans Affairs Meeting Minutes of April 18th.
- e. Park & Recreation Committee Meeting Minutes of April 1st.

D. Approval of the Agenda

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

F. Citizens wishing to address the Commission on Items not on the Agenda (Three Minute Limit)

OLD BUSINESS

G. Discuss and Consider approving the Michigan Rural Community Demolition Grant Agreement with the Michigan Land Bank Fast Track Authority (MLB) (demolition of 238 E. Ayer Street) and authorize City Manager to sign all applicable documents.

H. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Angelo Luppino for 109 Norrie St. in the amount of \$19,469.40.

I. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Angelo Luppino for 321 Alfred Wright Blvd. in the amount of \$18,289.20.

J. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Snow Country Contracting for 149 W. Larch St. in the amount of \$19,249.00.

K. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Angelo Luppino for 419 N. Suffolk St. in the amount of \$21,284.00.

L. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Angelo Luppino for 113 South Range Rd. in the amount of \$10,974.60.

M. Discuss and Consider awarding the lowest demolition bid for the “Hardest Hit” Blight Grant to Angelo Luppino for 208 Clemens St. in the amount of \$16,311.60.

N. Discuss and Consider awarding the lowest bid for the 2019 Pavement Chip Sealing Project to Fahrner Asphalt in the amount of \$122,463.80.

NEW BUSINESS

O. Discuss and Consider approving Resolution #019-008 scheduling a public hearing for the remediation of the blighted property located at 107 & 111 W. McLeod Ave. (Zigmund Pavlock).

P. Discuss and Consider approving employment and compensation package for Pat O'Donnell Civic Center Manager as recommended by the Civic Center Board.

- Q. Discuss and Consider approving a FEMA-4381-DR-MI Grant Agreement with FEMA and the Michigan State Police and authorize City Manager to sign same.
- R. Discuss and Consider authorizing bids for a new 1-ton 4x4 with plow and a new 1-ton 4x4 crew cab with toolboxes and liftgate for the DPW.
- S. Mayor's Appointment
- T. Manager's Report.
- U. Other Matters.
- V. Adjournment.

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To: Zoning Board of Appeals

From: Tom Bergman, Community Development Director

Date: March 29, 2019

Meeting Date: April 8, 2019

Re: 2019-001 Variance request for 844 E. Ayer Street

Request

Before the Board is a request to place storage containers on a piece of property zoned industrial. The property owner was previously approved by the Planning Commission to construct a storage unit building for commercial storage on the property. After a lengthy discussion by the Planning Commission they determined that storage containers are considered to be outdoor storage and require that a principal use be present on the property. Please see attached Planning Commission minutes and memo for additional information.

Variance: Section 34-173(5) of the Zoning Ordinance states: **Outdoor storage, which shall be defined as materials, products or goods stored outdoors on site which are associated with and accessory to the principle use.** The Planning Commission determined that storage containers are not considered a permanent principal structure, therefore the containers are considered an accessory use and a principal structure must be present in order to allow for outdoor storage.

Per Section 34-285(6)(c) A use variance, which is the type of variance be requested here, may be allowed by the ZBA only in cases where there is reasonable evidence of unnecessary hardship in the official record of the hearing that all of the following conditions are met:

- i. *Unreasonable current zoning designation.* The applicant has demonstrated that the site cannot reasonably be used for any of the uses allowed within the current zoning district designation. The ZBA may require submission of documentation from professionals or certified experts to substantiate this finding.
- ii. *Unique circumstances.* That the condition or situation of the specific parcel of property or the intended use of such property for which the variance is sought is unique to that property and not commonly present in the general vicinity or in the zone district. The applicant must prove that there are certain features or conditions of the land that are not generally applicable throughout the zone and that these features make it impossible to earn a reasonable return without some adjustment. Such unique conditions or situations include:



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1. Exceptional narrowness, shallowness or shape of a specific property on the effective date of the ordinance from which this chapter is derived.
 2. Exceptional topographic conditions or other extraordinary situation on the land, building or structure.
 3. The use or development of the property immediately adjoining the property in question.
 4. Any other physical situation on the land, building or structure deemed by the ZBA to be extraordinary.
- iii. *Character of neighborhood.* The use variance will not alter the essential character of the neighborhood or the intent of the comprehensive development plan, or be a detriment to adjacent properties.
 - iv. *Capacity of roads, infrastructure and public services.* The capacity and operations of public roads, utilities, other facilities and services will not be significantly compromised.
 - v. *Not self-created.* The immediate practical difficulty causing the need for the variance request was not self-created by the applicant.

Per Section 34-287 The ZBA may impose, in writing, specific conditions with an affirmative decision pursuant to Public Act No. 110 of 2006 (MCL 125.3101 et seq.)

Per Section 34-286(1) A majority of the entire membership of the ZBA (3 members) is required in order to decide in favor of the applicant.

Recommendation

The lot where the storage containers would go is an Industrial Zoned lot just outside the Industrial Park. Under a conditional use, storage unit facilities are allowed. A storage unit facility/unit is a permanent building structure. The applicant has been approved by the Planning Commission to build a storage unit facility on the property but not to place storage containers instead of a storage building.

Because the applicant has a reasonable alternative to storage containers (an approved conditional use to build storage units) there is no unreasonable hardship. The current zoning district allows for a functionally similar use that will meet the needs of the applicant. There are no unique circumstance of the property that will only allow the applicant to have storage containers (It is a buildable site).

There are no storage facilities in the City that use storage containers. This use would change the character of the community as a result.

A self-created hardship is not considered a hardship. The fact that the applicant has already purchased a number of containers was a personal decision. A financial hardship is not considered a hardship under the zoning board of appeals rules.

The recommendation of staff would be to deny the variance request because the applicant has a reasonable alternative to the request that serves the use permissible under the zoning ordinance.

A recommendation by city staff is only a recommendation. The decision solely rests on the Zoning Board of Appeals. There may be additional information or testimony during the hearing that will

influence the decision.

Motion: To **Deny** variance a to Section 34-173(5) of the Zoning Ordinance to allow storage containers to be used for commercial storage at 844 E. Ayer Street.

City of Ironwood
Municipal Zoning Application

Case No. _____

Date Filed: _____

Type of Request:

Zoning Board of Appeals

___ Appeal

___ Residential Variance (\$250.00 Fee)

☒ Non-Residential Variance (\$300.00 Fee)

City Commission

___ Vacate Right-of-Way (\$250.00 Fee)

___ Vacate Plat/Subdivision (\$250.00 Fee)

Planning Commission

___ Conditional Use Permit (\$350.00 Fee)

___ Planned Unit Development (\$500.00 Fee)

___ Re-Zoning (\$300.00 Fee)

___ Site Plan (\$400.00 Fee)

___ Temporary Structure for Storage/Sales (\$75.00 Fee)

___ Zoning Text Amendment (\$250.00 Fee)

Administrative Staff Review

___ Administrative Approval (Towers) (\$75.00 Fee)

Public Notice and Hearing Requirements Apply to all requests except for Temporary Structure for Storage/Sales and Administrative Approvals

Address of property: 844 E AYER ST

Parcel Number(s) and Legal Description: _____

Area of Parcel(s) (Acres): _____

Current Zoning: INDUSTRIAL Proposed Zoning: _____


Is the request consistent with the Comprehensive Plan? _____

Description of Request _____

Plan Submittal Requirements

1. One (1) hard copy of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.
2. One (1) PDF of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.

Property Owner Information

Name: ERIC Fitting
Address: 1435 E CROSSLAND DR
Email: HOBBYWHOLE@HOTMAIL.COM
Phone: (906) 364 - 0506 Fax: () -
Signature:  Date: 7/15/18

Applicant Information (If different than Property Owner)

Name: _____
Address: _____
Email: _____
Phone: () - Fax: () -
Signature: _____ Date: _____

A Pre-Application meeting is required. Please contact staff at 906-932-5050 x 126 or bergmant@cityofironwood.org to set up a time to meet and discuss your application and project. All fees shall be paid and all documents required by ordinance shall be submitted with this application in order to be reviewed and considered for approval.

I am seeking a nonuse variance because the zoning impedes the impact on the surrounding neighborhoods and presents an extraordinary situation on the land.

1. The impact on the surrounding neighborhoods : The best visual structure on the land is no structure on the land. I would like to move the boxes if I need to, that means I would have to install a roof that would stick up 20 feet higher than the boxes. If I need two more boxes I can have them delivered, or if I have lack of demand for the boxes I can sell a few of them. If I have to construct a permanent roof over the top of the boxes, there will always be a 200' x 20' roof rising 30' in the air.

2. The use of development of the property : There will be a lot of wasted space if beams are installed into the ground to support the structure in order to allow for access to the boxes so they can be moved around. The roof will cost a lot of money for no reason. The storage units already have a roof. The roof only creates problems with snow, business ease, and dollars wasted.

Thank You.

Sincerely,
Eric Fitting



HOBBYWHEEL

Hobby Wheel: 906-932-3332
1435 E Cloverland Dr.
Ironwood, MI 49938
www.hobbywheel.com

Indianhead: 906-224-3332



Planning Commission Agenda

**213 S. Marquette Street, Ironwood, MI 49938
Memorial Building, Women's Club Room, 2nd Floor**

Revised 8/31/2018

1. Recording of the Roll
2. Approval of the August 2, 2018 Meeting Minutes.
3. Approval of the Agenda
4. Citizens wishing to address the Commission regarding Items on the Agenda (Three-minute limit)
5. Citizens wishing to address the Commission regarding items not on the Agenda (Three-minute limit)
6. Items for Discussion and Consideration
 - A. PC Case 2018-004 – Conditional Use Permit for 844 E. Ayer St. – Eric Fitting.
 - B. Comprehensive Plan Implementation Status of Priority Action Items
 - I. Strategy 3.1(a) Update the Zoning Ordinance – Review visit from Consultants
7. Other Business
8. Next Meeting: October 4, 2018
9. Adjournment

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Ironwood, MI 49938



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MEMO

To: Chair Davey and Planning Commission

From: Tom Bergman, Community Development Director

Date: August 23, 2018

Meeting Date: September 6, 2018

Re: PC Case 2018-004 Eric Fitting Conditional Use for 844 E. Ayer Street

Background/Request

Mr. Fitting recently went through a rezone and conditional use hearing to rezone the property at 844 E. Ayer Street to Industrial in order to get a conditional use to build storage units. He is requesting an additional conditional use for outdoor storage so he can utilize storage containers instead of constructing storage units.

Zoning

Under the Industrial District, outdoor storage is allowed through a conditional use process and under Sec. 34-173 (5) it states the following: *Outdoor storage, which shall be defined as materials, products or goods stored outdoors on site which are associated with and accessory to the principle use. All outdoor storage shall be screened from view from all roads and adjacent properties year round through the use of one (1) or a combination of methods to include but not be limited to landscaping, berming, and fencing. The conditional use permit shall require appropriate screening and shall also control for such factors to include but not be limited to height of storage, location on site and size of storage area.*

The storage containers will be rented out as storage units. The Planning Commission should consider if this meets the above definition. If so, see the list of potential conditions below.

List of Potential Conditions

1. Storage containers need to have a roof over them and a wall on each end.
2. Containers shall be placed on an impervious surface (i.e. pavement or concrete slab)
3. There shall be paved drive areas
4. Storage containers shall all be the same color and size.
5. Storage containers shall be kept in good condition.
6. If the Planning Commission does not include item 1 in the conditions, the following should apply.
 - a. A fence should be constructed so the containers are not visible from any street or residential home.
 - b. Trees shall be planted along street to create filtered green screening.



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Recommendation

This is an interpretation of the ordinance in terms of the what the meaning of outdoor storage is. It is the Planning Commission's responsibility to consider the potential ramifications of how they interpret the ordinance. The purpose the conditional use process is there is to consider unique circumstances of an individual site, but to also place conditions that will mediate any negative effects of a development. Interpretations of the ordinance do set precedence, so this would allow similar uses in the Industrial District.

City of Ironwood
Municipal Zoning Application

Case No. 2018-004
Date Filed: _____

Type of Request:

Zoning Board of Appeals

___ Appeal

___ Residential Variance (\$250.00 Fee)

___ Non-Residential Variance (\$300.00 Fee)

City Commission

___ Vacate Right-of-Way (\$250.00 Fee)

___ Vacate Plat/Subdivision (\$250.00 Fee)

Planning Commission

X Conditional Use Permit (\$350.00 Fee)

___ Planned Unit Development (\$500.00 Fee)

___ Re-Zoning (\$300.00 Fee)

___ Site Plan (\$400.00 Fee)

___ Temporary Structure for Storage/Sales (\$75.00 Fee) ___ Zoning Text Amendment (\$250.00 Fee)

Administrative Staff Review

___ Administrative Approval (Towers) (\$75.00 Fee)

Public Notice and Hearing Requirements Apply to all requests except for Temporary Structure for Storage/Sales and Administrative Approvals

Address of property: 844 E AYER ST

Parcel Number(s) and Legal Description: _____

Area of Parcel(s) (Acres): _____

Current Zoning: INDUSTRIAL Proposed Zoning: _____

Is the request consistent with the Comprehensive Plan? _____

Description of Request _____

If seeking a **Nonuse Variance** please indicate if the following criteria have been met:

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

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

1. Exceptional narrowness, shallowness or shape of a specific property on the effective date of the ordinance from which this chapter is derived.
2. By reason of exceptional topographic conditions or other extraordinary situation on the land, building or structure.
3. By reason of the use or development of the property immediately adjoining the property in question; whereby the literal enforcement of the requirements of this chapter would involve practical difficulties.
4. Any other physical situation on the land, building or structure deemed by the ZBA to be extraordinary.

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

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

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

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

If seeking a **Use Variance** please indicate if the following criteria have been met:

Per Section 34-285(6)(c) A use variance may be allowed by the ZBA only in cases where there is reasonable evidence of unnecessary hardship in the official record of the hearing that all of the following conditions are met:

- i. *Unreasonable current zoning designation.* The applicant has demonstrated that the site cannot reasonably be used for any of the uses allowed within the current zoning district designation.
- ii. *Unique circumstances.* That the condition or situation of the specific parcel of property or the intended use of such property for which the variance is sought is unique to that property and not commonly present in the general vicinity or in the zone district. The applicant must prove that there are certain features or conditions of the land that are not generally applicable throughout the zone and that these features make it impossible to earn a reasonable return without some adjustment. Such unique conditions or situations include:
 - 1. Exceptional narrowness, shallowness or shape of a specific property on the effective date of the ordinance from which this chapter is derived.
 - 2. Exceptional topographic conditions or other extraordinary situation on the land, building or structure.
 - 3. The use or development of the property immediately adjoining the property in question.
 - 4. Any other physical situation on the land, building or structure deemed by the ZBA to be extraordinary.
- iii. *Character of neighborhood.* The use variance will not alter the essential character of the neighborhood or the intent of the comprehensive development plan, or be a detriment to adjacent properties.
- iv. *Capacity of roads, infrastructure and public services.* The capacity and operations of public roads, utilities, other facilities and services will not be significantly compromised.
- v. *Not self-created.* The immediate practical difficulty causing the need for the variance request was not self-created by the applicant.

Plan Submittal Requirements

1. One (1) hard copy of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.
2. One (1) PDF of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.


Property Owner Information

Name: ERIC Fitting

Address: 1435 E CROOKLAND DR

Email: HOBBS WHOLESALERS.COM

Phone: (906) 364 - 0506 Fax: () -

Signature:  Date: 8-14-18

Applicant Information (If different than Property Owner)

Name: _____

Address: _____

Email: _____

Phone: () - Fax: () -

Signature: _____ Date: _____

A Pre-Application meeting is required. Please contact staff at 906-932-5050 x 126 or bergmant@cityofironwood.org to set up a time to meet and discuss your application and project. All fees shall be paid and all documents required by ordinance shall be submitted with this application in order to be reviewed and considered for approval.

APPENDIX (C)

That part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$), of Section 23, T.47N., R.47W., City of Ironwood, Gogebic County, Michigan; described as follows:

Commencing at the Section corner common to Sections 13, 14, 23 and 24, T.47N., R.47 W.; thence S 00°-17'-22" E along the Section line, a distance of 1356.20 feet to a concrete monument with $\frac{1}{2}$ " rebar, this being the POINT OF BEGINNING; thence S 00°-17'-22" E, a distance of 231.95 feet; thence S 60°-42'-38" W, a distance of 113.08 feet; thence S 82°-39'-58" W, a distance of 301.45 feet; thence N 12°-21'-25" E, a distance of 367.20 feet; thence N 89°-29'-11" E, a distance of 283.04 feet; thence S 44°-31'-36" E, a distance of 49.67 feet to POINT OF BEGINNING.

This survey was performed with an error of closure of 1 in 19,200.

This survey complies with the requirements of P.A. 132 of 1970.

Containing 2.7 acres of land more or less. All according to Certified Boundary Survey of John P. Goss, P.S. 23509, dated August 17, 1996, a copy of said survey being attached hereto as Exhibit A and incorporated herein by reference.

LIBER 313 PAGE 964



8611 458 3

LIBER 611

PAGE 458

Tom Bergman

From: Frederick Alleva <cowpie511@yahoo.com>
Sent: Monday, August 27, 2018 1:20 PM
To: Tom Bergman
Subject: Parcel 52-23-276-005 at 844 E Ayer St

I received a letter concerning this property. The letter states that there has been a conditional request to use this property for storage containers. What designation does this property currently have? What would be the new designation? I own property adjacent to this property and do not want to have an eyesore within sight of my property. Will these containers be used for storage and what will be stored in them? What size are the containers and are they new or used? Will the area be fenced and if so what type of fence will be used? The area to the west of this property is a light industrial zone but I feel that this request is encroaching on the residential area that lies to the east and north. As I live in Arizona, I can not attend the meeting, so before the meeting takes place I would like to have these questions answered. I called your office but you were not available. I did not leave a message You can send an email back or you can call me at 480-450-1553. I would prefer a phone call if possible as I may have a few other questions.

Fred Alleva
201 S Greenfield Suite 165
Mesa, AZ 85206

[Sent from Yahoo Mail for iPad](#)

AFFP

Public Hearing/Zoning

Affidavit of Publication

STATE OF MI }
COUNTY OF GOGEBIC } SS

Marissa Casari, being duly sworn, says:

That she is a legal representative of the The Daily Globe, a daily newspaper of general circulation, printed and published in Ironwood, Gogebic County, MI; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 23, 2019

March 23, 2019
Notice of Public Hearing
Ironwood Zoning
Board of Appeals

Notice is hereby given that a Public Hearing will be held by the Ironwood Zoning Board of Appeals on Monday, April 8, 2019 beginning at 5:25 P.M., 213 S. Marquette Street, Ironwood, Michigan 49938, City Commission Chambers, 2nd Floor.

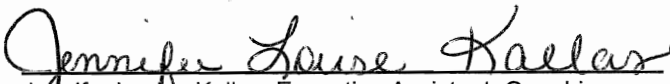
The purpose of the hearing is to hear comment on a variance to Section 34-173 of the City of Ironwood Zoning Ordinance for the use of temporary storage without a principal use in the I-1 Industrial District. The location of the request is 844 E. Ayer Street. Interested persons will have the opportunity to be heard at the time and place in this notice. No hearsay or individual surveys will be accepted as testimony; only written or oral presentation will be acknowledged. Written comments can be submitted to the Ironwood Zoning Board of Appeals, 213 S. Marquette Street, Ironwood, Michigan 49938, prior to the scheduled Public Hearing. A copy of the application and other pertinent information is on file and available for public inspection in the Community Development Office, Memorial Building, Ironwood, MI during normal business hours.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


a legal representative

Subscribed to and sworn to me this 23rd day of March 2019.


Jennifer Louise Kallas, Executive Assistant, Gogebic County, MI

My commission expires: September 19, 2020

02100117 00019192 (906) 932-5745

Mara Maher
City of Ironwood
213 S Marquette St
Ironwood, MI 49938

JENNIFER LOUISE KALLAS
Notary Public, State of Michigan
County of Gogebic
My commission expires
September 19, 2020
Acting in the County of Gogebic

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



Phone: (906) 932-5050
Fax: (906) 932-5745
www.cityofironwood.org

March 22nd, 2019

Current Property Owner and/or Current Property Occupant

Re: Variance Request for 844 E. Ayer Street, Ironwood, MI 49938

To whom it may concern:

Notice is hereby given that a Public Hearing will be held by the Ironwood Zoning Board of Appeals on Monday, April 8, 2019 beginning at 5:25 P.M., 213 S. Marquette Street, Ironwood, Michigan 49938, City Commission Chambers, 2nd Floor.

The purpose of the hearing is to hear comment on a variance to Section 34-173 of the City of Ironwood Zoning Ordinance for the use of temporary storage without a principal use in the I-1 Industrial District. The location of the request is 844 E. Ayer Street.

Interested persons will have the opportunity to be heard at the time and place in this notice. No hearsay or individual surveys will be accepted as testimony; only written or oral presentation will be acknowledged. Written comments can be submitted to the Ironwood Zoning Board of Appeals, 213 S. Marquette Street, Ironwood, Michigan 49938, prior to the scheduled Public Hearing. A copy of the application and other pertinent information is on file and available for public inspection in the Community Development Office, Memorial Building, Ironwood, MI during normal business hours.

Sincerely,

Thomas Bergman
Community Development Director
bergmant@cityofironwood.org
906-932-5050 x 126



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION
Thursday, August 2, 2018

A Regular Meeting of the Planning Commission was held on Thursday, August 2, 2018 in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order: Chair Davey called the meeting to Order at 5:00 p.m.

Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Vacant				
Burchell, Bob	X			
Cayer, Joseph F.		X	X	
Davey, Sam	X			
Lemke, Joseph		X	X	
Nancy Korpela	X			
Cayer, Joe J. ex-officio, non-voting member	X			
Silver, Mark	X			
	5	2	Quorum	

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson

2. Approval of the June 7, 2017 Meeting Minutes:

Motion by Korpela to accept the June 7, 2017 Minutes. **Second** by Burchell. **Motion Carried 4 to 0.**

3. Approval of the Agenda:

Motion by Korpela to accept the Agenda. **Second** by Burchell. **Motion Carried 4 to 0.**

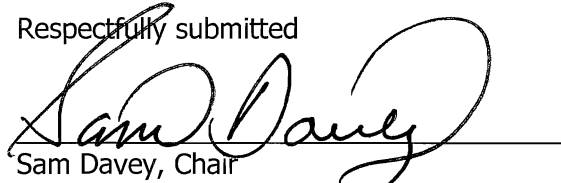
4. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.
5. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.
6. Items for Discussion and Consideration:
 - A. Discuss and consider Eric Fitting regarding revision of site plan for storage units on Ayer Street.
 - I. Fitting addressed the Commission with a new proposal of storage containers. Bergman addressed the Commission and stated that the site plan shows a building and that storage containers require a separate conditional use. Fitting presented pictures showing storage units on various other properties within the industrial park. Bergman stated that the storage containers are taxed by personal property tax and not as assessment tax. Fitting stated that he will make the properties look aesthetically pleasing. He stated that mobility is a reason why he chose the storage containers versus a physical building. Bergman talked about requiring screening or having a structure built on the property. Bergman talked about the difference between industrial park property and industrial property. Burchell suggested that they be uniform and that there are screening conditions on the units. Bergman will move forward with the conditional use permit, and will give some recommended conditions to the Planning Commission at the next meeting.
 - B. Discuss and consider placement of storage container at 200 E. Ayer Street in the C-2 Downtown Commercial District.
 - I. Coleman Engineering presented the site plan. Bergman presented the language in the zoning ordinance. The Commission discussed some conditions that need to be placed on the unit. The Commission stated that this needs to be worked out in the zoning ordinance revision.

Motion by Burchell to approve the plan as drawn. **Second** by Silver. **Motion Carried 4 to 0.**
 - C. Comprehensive Plan Implementation Status of Priority Action Items.
 - I. Strategy 3.1(a) Update the Zoning Ordinance – Review visit from consultants.
 1. Bergman presented the full audit of the ordinance by the consultants.
7. Other Business: None.
8. Next Meeting: September 6, 2018
9. Adjournment:

Motion by Silver to adjourn the meeting. **Second** by Burchell. **Motion Carried 4 to 0.**

Adjournment at 6:09 p.m.

Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant



PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION
Thursday, September 20, 2018

A Special Meeting of the Planning Commission was held on Thursday, September 20, 2018 in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order: Chair Davey called the meeting to Order at 5:00 p.m.

Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Mark Surprenant	X			
Burchell, Bob		X	X	
Vacant				
Davey, Sam	X			
Lemke, Joseph		X	X	
Nancy Korpela	X			
Cayer, Joe J. ex-officio, non-voting member		X		
Silver, Mark	X			
	4	3	Quorum	

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson

2. Approval of the September 6, 2018 Meeting Minutes:

Motion by Korpela to accept the September 6, 2018 Minutes. **Second** by Silver. **Motion Carried 4 to 0.**

3. Approval of the Agenda:

Motion by Korpela to accept the amended Agenda. **Second** by Silver. **Motion Carried 4 to 0.**

4. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.
5. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.
6. Items for Discussion and Consideration:

A. PC Case 2018-004 – Conditional Use Permit for 844 E. Ayer St. – Eric Fitting.

- I. Chairman Davey presented an email that was presented to the Planning Commission from Director Bergman. Fitting addressed the Commission.

Motion by Korpela to allow the containers until October 31st, 2019, at which point they shall be removed and a storage building would be constructed.

Second by Surprenant. **Motion Carried 4 to 0.**

7. Other Business: None.

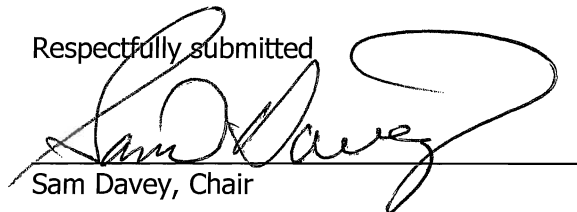
8. Next Meeting: October 4, 2018.

9. Adjournment:

Motion by Surprenant to adjourn the meeting. **Second** by Silver. **Motion Carried 4 to 0.**

Adjournment at 5:00 p.m.

Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



Phone: (906) 932-5050
Fax: (906) 932-5745
www.cityofironwood.org

To: Zoning Board of Appeals

From: Tom Bergman, Community Development Director

Date: May 7, 2019

Meeting Date: May 13, 2019

Re: 2018-002 Variance request for 509 N. Curry Street

Request

Before the Board is a request to erect a 32' x 48' or 1536 sq ft garage at 509 N Curry St. The property is Zoned R-1 Single Family Residential District. There are two variances that will be required in order to grant this request; all other regulations have been met. It is explained below.

Variance: Section 34-53(2)(a) of the Zoning Ordinance states: For lots of ten thousand (10,000) square feet in area or greater but less than an acre, the accessory building shall not exceed thirty (30) feet by thirty (30) feet or nine hundred (900) square feet. The building size request is for an 1536 sq ft garage. Therefore, a variance of 636 additional sq ft would be required to build the garage.

The second variance is a building height request. Section 34-53(2)(a) states that an accessory building shall not exceed 18 feet in height. This request is for the building to be 24 ft from grade to peak.

Per Section 34-285(6)(b) A non-use variance, which applies to the variance request listed, may be allowed by the ZBA only in cases where there is reasonable evidence of practical difficulty in the official record of the hearing and that all of the following conditions are met:

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

1. Exceptional narrowness, shallowness or shape of a specific property on the effective date of the ordinance from which this chapter is derived.
2. By reason of exceptional topographic conditions or other extraordinary situation on the land, building or structure.



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3. By reason of the use or development of the property immediately adjoining the property in question; whereby the literal enforcement of the requirements of this chapter would involve practical difficulties.
4. Any other physical situation on the land, building or structure deemed by the ZBA to be extraordinary.

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

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

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

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

Per Section 34-287 The ZBA may impose, in writing, specific conditions with an affirmative decision pursuant to Public Act No. 110 of 2006 (MCL 125.3101 et seq.)

Per Section 34-286(1) A majority of the entire membership of the ZBA (3 members) is required in order to decide in favor of the applicant.

Recommendation

The building that is being requested is large in comparison to surrounding garages. The applicant would be allowed to build a 900 sq ft building. We live in a recreation area and many of our residents have a number of recreational vehicles that they like to store inside. So the request is understandable, but does this create a hardship. It is a personal decision to require this amount of storage space on your property. This is not a hardship that is being created by the nature of the lot.

The proposed building height could have a negative impact on the neighbors. At the time of this memo no comments from the public have been presented to the Community Development Office. It may have a positive impact, as the applicant would be able to store more things indoors rather than in the side yard.

The question of self-created hardship is somewhat subjective. The Board should consider needs vs wants and if there are other viable alternatives.

The recommendation of staff would be to deny the variance request as it does not meet the parameters of granting a variance.

A recommendation by city staff is only a recommendation. The decision solely rests on the Zoning Board of Appeals. There may be additional information or testimony during the hearing that will influence the decision.

Motion: To **Grant/Deny** variance a to Section 34-53(2)(a) of the Zoning Ordinance to allow a 1536 sq ft garage at 509 N Curry Street.

City of Ironwood
Municipal Zoning Application

Case No.
Date Filed:

Type of Request:

Zoning Board of Appeals

___ Appeal

☒ Residential Variance (\$250.00 Fee)

___ Non-Residential Variance (\$300.00 Fee)

City Commission

___ Vacate Right-of-Way (\$250.00 Fee)

___ Vacate Plat/Subdivision (\$250.00 Fee)

Planning Commission

___ Conditional Use Permit (\$350.00 Fee)

___ Planned Unit Development (\$500.00 Fee)

___ Re-Zoning (\$300.00 Fee)

___ Site Plan (\$400.00 Fee)

___ Temporary Structure for Storage/Sales (\$75.00 Fee) ___ Zoning Text Amendment (\$250.00 Fee)

Administrative Staff Review

___ Administrative Approval (Towers) (\$75.00 Fee)

Public Notice and Hearing Requirements Apply to all requests except for Temporary Structure for Storage/Sales and Administrative Approvals

Address of property: 509 North Curry St. Ironwood mi 49938

Parcel Number(s) and Legal Description: Lot 6, Block 2, Accessors Plat No 2

Area of Parcel(s) (Acres): .225

Current Zoning: R1 Proposed Zoning: _____

Is the request consistent with the Comprehensive Plan? No

Description of Request I, Brandon Ehrke, am requesting 2 variances for my proposed detached garage. oversized garage & height.

Plan Submittal Requirements

1. One (1) hard copy of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.
2. One (1) PDF of site plan, survey and any and all other documents that may be required to complete an appropriate review of the request. Minimum size shall be 24" x 36" unless otherwise noted by staff.

Property Owner Information

Name: Branden Ehrke
Address: 509 North Curry St, Ironwood, MI 49938
Email: behrke03@gmail.com
Phone: (920) 397-0417 Fax: () -
Signature: Branden Ehrke Date: 4-2-2019

Applicant Information (If different than Property Owner)

Name: Branden Ehrke ^{Mailing Address}
Address: W6195 County Rd A, New Lisbon, WI 53956
Email: behrke03@gmail.com
Phone: (920) 397-0417 Fax: () -
Signature: Branden Ehrke Date: _____

A Pre-Application meeting is required. Please contact staff at 906-932-5050 x 126 or bergmant@cityofironwood.org to set up a time to meet and discuss your application and project. All fees shall be paid and all documents required by ordinance shall be submitted with this application in order to be reviewed and considered for approval.

To whom it may Concern:

I, Brandon Ehrke, Owner of Property 509 North Curry Street (Lot 6, Block 2, Accessors Plat No. 16). I am planning on building (Ruotsala Constructon) a detached 32' X 48' garage on the back of my property. I am in need of two variances for the project on hand. My first request for variance #1 is for an oversize garage. My second request for variance #2 is height of garage.

As stated above, the garage is projected to be at 32' X 48'. 2 RV Doors(1 Front, 1 Rear) & 1 standard garage door (10x8). Total Height from grade to peak of roof would be approx 24' Attached are my site plans, floor plan, Overview of garage (appearance).

As I am an avid outdoorsman, I have the need to store my recreational products. I would like to keep the tax dollars and building contractor local as it will help the community. In my view there will be no hinderance from local neighbors as I'm using like colors as the house on the property.

Thank You,

Brandon Ehrke, 920-397-0417



Paper

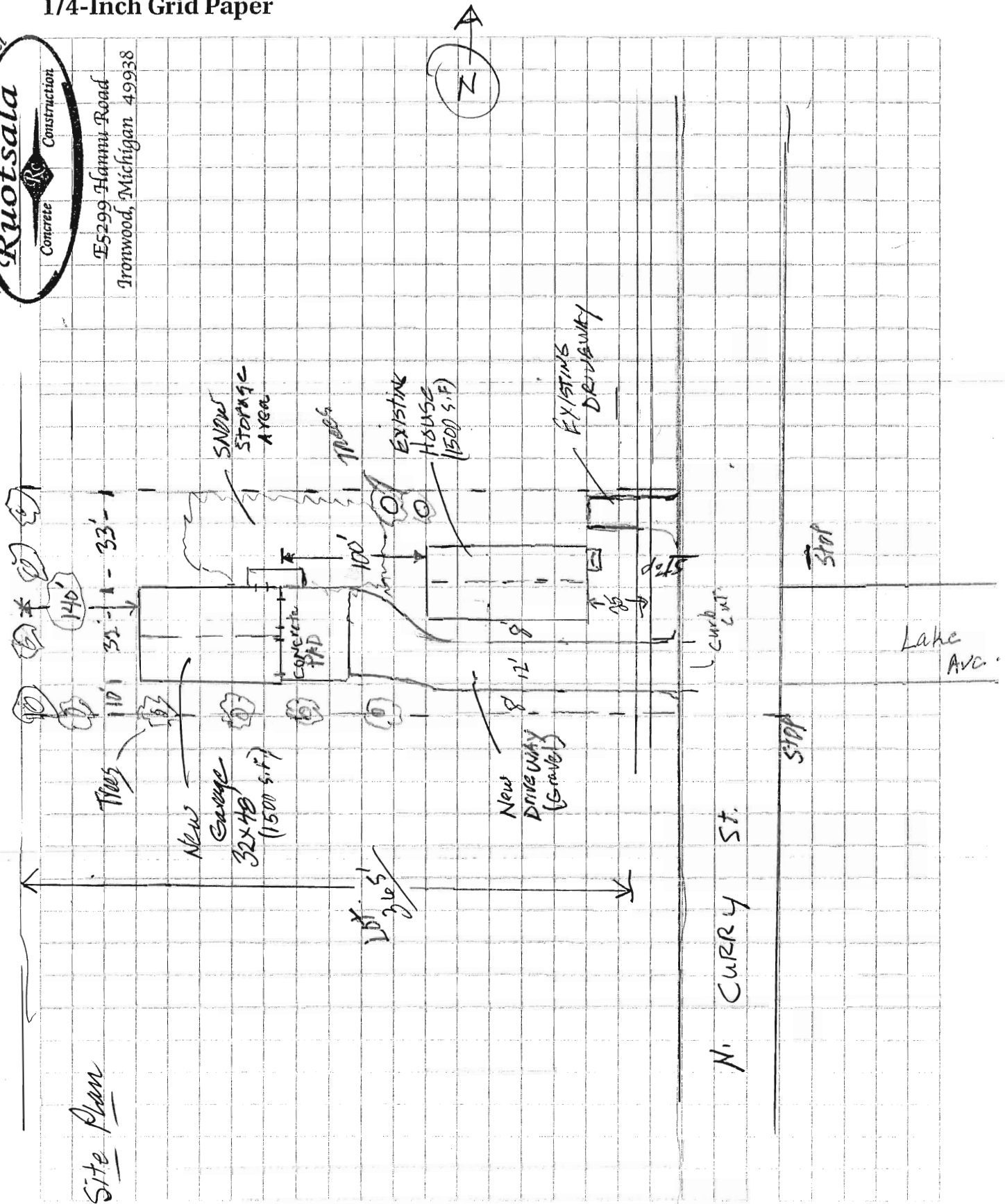
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Brandon Erhke 509 N. Curry Street Ironwood, MI.



ES299 Hannu Road
Ironwood, Michigan 49938

Site Plan



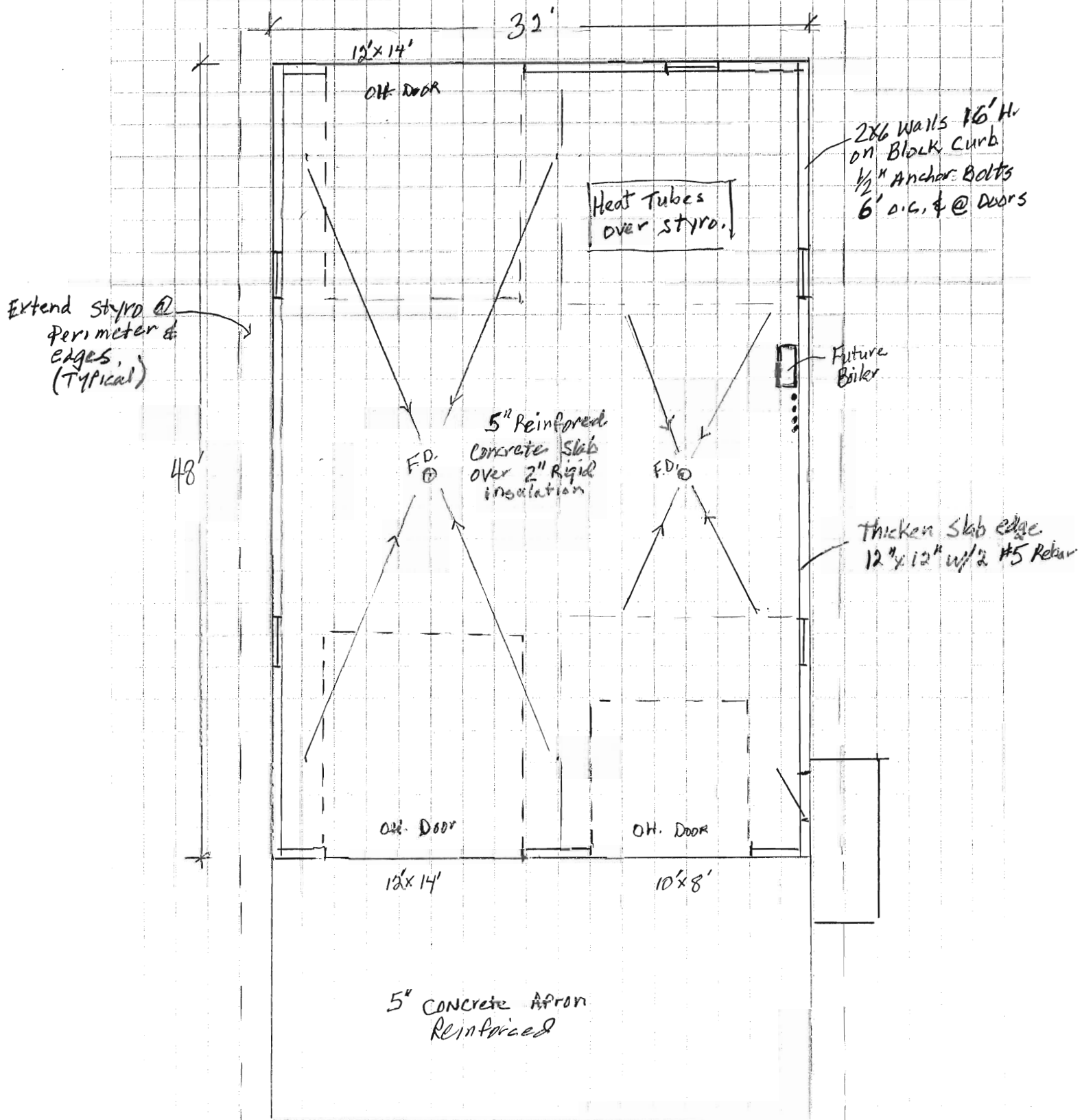
Brandon Erhka - 509 N. Curry Street

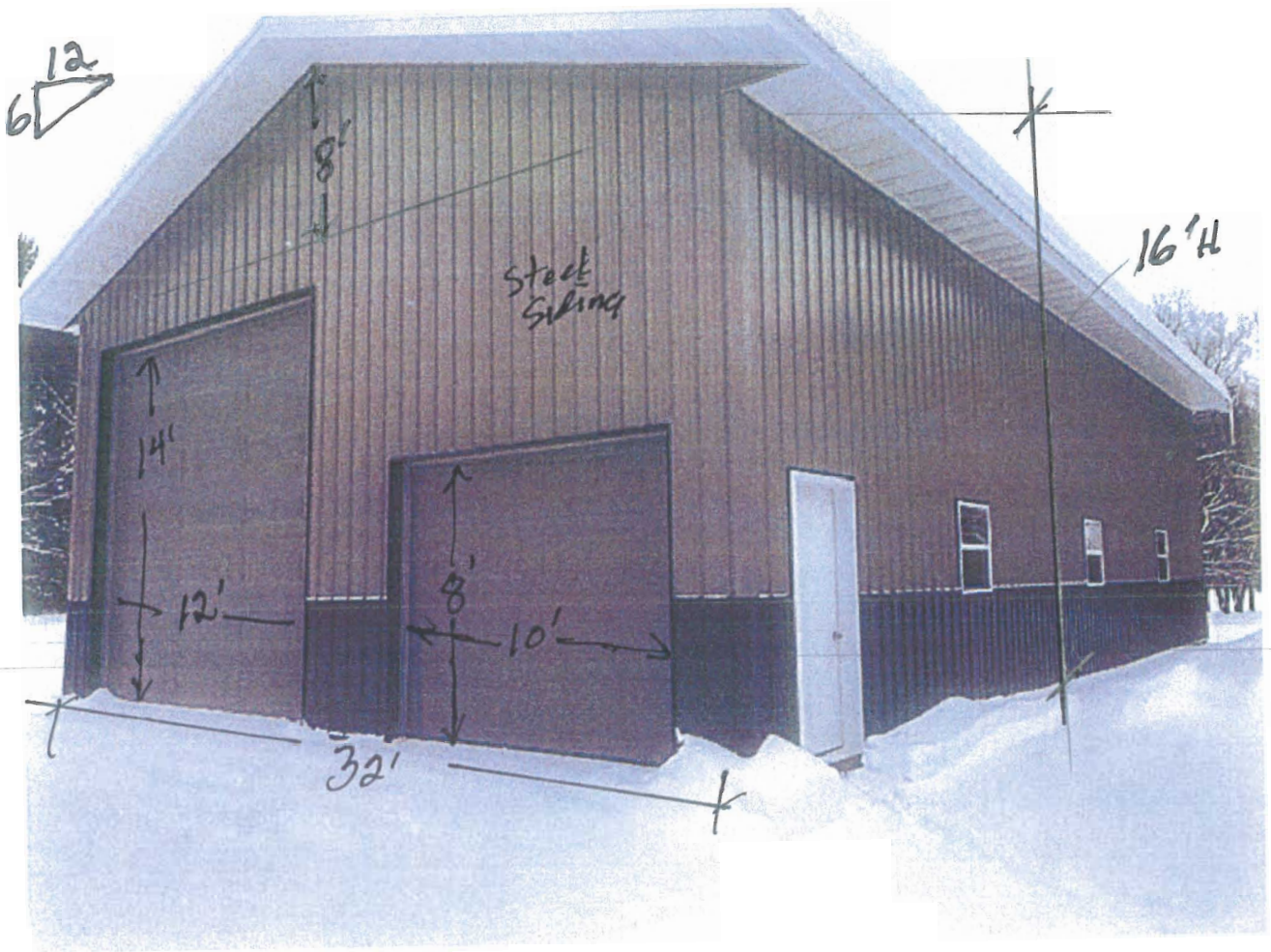


Paper

1/4-Inch Grid Paper

E5299 Hannu Road
Ironwood, Michigan 49938





Sent from my iPhone

ERHKE GARAGE DESIGN

501 N. Curry St

32' x 48' x 16'



E5299 Hannu Road
Ironwood, Michigan 49938

AFFP

April 26, 2019 NOTICE OF PUBLI

Affidavit of Publication

STATE OF MI }
COUNTY OF GOGEBIC } SS

Marissa Casari, being duly sworn, says:

That she is a legal representative of the The Daily Globe, a daily newspaper of general circulation, printed and published in Ironwood, Gogebic County, MI; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 26, 2019

April 26, 2019

NOTICE OF PUBLIC HEARING

IRONWOOD ZONING BOARD OF APPEALS

Notice is hereby given that a Public Hearing will be held by the Ironwood Zoning Board of Appeals on Monday, May 13, 2019 beginning at 5:25 P.M., 213 S.

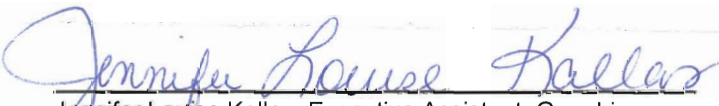
Marquette Street, Ironwood, Michigan 49938, City Commission Chambers, 2nd Floor. The purpose of the hearing is to hear comment on a variance to Section 34-53(2)(a)(ii) for a new garage at 509 N. Curry Street Ironwood, MI, 49938. Interested persons will have the opportunity to be heard at the time and place in this notice. No hearsay or individual surveys will be accepted as testimony; only written or oral presentation will be acknowledged. Written comments can be submitted to the Ironwood Zoning Board of Appeals, 213 S. Marquette Street, Ironwood, Michigan 49938, prior to the scheduled Public Hearing. A copy of the application and other pertinent information is on file and available for public inspection in the Community Development Office, Memorial Building, Ironwood, MI during normal business hours.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


a legal representative

Subscribed to and sworn to me this 26th day of April 2019.


Jennifer Louise Kallas, Executive Assistant, Gogebic County, MI

My commission expires: September 19, 2020

02100117 00019326 (906) 932-5745

Mara Maher
City of Ironwood
213 S Marquette St
Ironwood, MI 49938

JENNIFER LOUISE KALLAS
Notary Public, State of Michigan
County of Gogebic
My commission expires
September 19, 2020
Acting in the County of Gogebic

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



Phone: (906) 932-5050
Fax: (906) 932-5745
www.cityofironwood.org

April 26, 2019

Current Property Owner and/or Current Property Occupant

Re: Variance Request for 509 N Curry Street, Ironwood, MI 49938

To whom it may concern:

Notice is hereby given that a Public Hearing will be held by the Ironwood Zoning Board of Appeals on Monday, May 13, 2019 beginning at 5:25 P.M., 213 S. Marquette Street, Ironwood, Michigan 49938, City Commission Chambers, 2nd Floor.

The purpose of the hearing is to hear comment on a variance to Section 34-53(2)(a)(ii) for a new garage at 509 N. Curry Street Ironwood, MI, 49938.

Interested persons will have the opportunity to be heard at the time and place in this notice. No hearsay or individual surveys will be accepted as testimony; only written or oral presentation will be acknowledged. Written comments can be submitted to the Ironwood Zoning Board of Appeals, 213 S. Marquette Street, Ironwood, Michigan 49938, prior to the scheduled Public Hearing. A copy of the application and other pertinent information is on file and available for public inspection in the Community Development Office, Memorial Building, Ironwood, MI during normal business hours.

Sincerely,

Thomas Bergman
Community Development Director
bergmant@cityofironwood.org
906-932-5050 x 126



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Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on April 22, 2019 at 5:30 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood.

A. Mayor Pro Tem Mildren called the Regular Meeting to Order at 5:30 P.M.

Mayor Pro Tem Mildren mentioned that Commissioner Cayer has asked for an excused absence for tonight's meeting.

***Motion** was made by Semo, seconded by Corcoran and carried to excuse Commissioner Cayer from tonight's meeting.*

B. Recording of the Roll.

PRESENT: Commissioner Corcoran, Semo, and Mayor Pro Tem.

ABSENT: Commissioner Cayer (excused) and Mayor Burchell (excused).

C. Approval of the Consent Agenda.*

*1) Approval of Minutes – Regular City Commission Meeting of April 8th.

*2) Review and Place on File:

a. Ironwood Housing Commission Meeting Minutes of April 9th.

b. Pat O'Donnell Civic Center Meeting Minutes of April 1, 2019.

c. Economic Development Corporation (EDC) Meeting Minutes of March 6th, 2019.

*3) Approve Sale of:

a. Ironwood American Legion Auxiliary, Unit #5-Flag Day Sale Fundraiser on June 14th, 2019.

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

D. Approval of the Agenda

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

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

***Motion** was made by Semo, seconded by Corcoran and carried to receive and place on file the Statement of Revenue & Expenditures Report for the month ending March 31, 2019 and the Cash and Investment Summary Report month ending March 31, 2019.*

F. Approval of Monthly Check Register Report.

Motion was made by Corcoran, seconded by Semo to approve the Monthly Check Register Report for the month ending March 31, 2019. Unanimously passed by roll call vote.

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

There were none.

H. Citizens wishing to address the Commission on Items not on the Agenda (Three Minute Limit)

Ivan Hellen, of 311 E. Aurora Street addressed the City Commission to thank the City of Ironwood and the Department of Public Works for the great job they did over the past winter in removing the snow from the downtown area. Additional comments were received.

OLD BUSINESS

I. Discuss and Consider awarding the lowest bid for the construction of approximately 1000 feet of 8-inch Water Main and restoration along Country Club Road from Ayer Street to Liberty Street to Ruotsala Construction, LLC in the amount of \$117,402.00, and authorize the City Manager to sign all applicable documents.

Motion was made by Semo, seconded by Corcoran to award the lowest bid for the construction of approximately 1000 feet of 8-inch Water Main and restoration along Country Club Road from Ayer Street to Liberty Street to Ruotsala Construction, LLC in the amount of \$117,402.00, and authorize the City Manager to sign all applicable documents. Unanimously passed by roll call vote.

J. Discuss and Consider awarding the lowest bid for the 2019 Pavement Striping Project to Farhner Asphalt Sealers, LLC in the amount of \$28,212.50.

Motion was made by Corcoran, seconded by Semo to award the lowest bid for the 2019 Pavement Striping Project to Farhner Asphalt Sealers, LLC in the amount of \$28,212.50. Unanimously passed by roll call vote.

K. Discuss and Consider entering into a Memorandum of Understanding (Reimbursement Agreement) with the Gogebic Range Health Foundation for the Curry Neighborhood Trail Development.

Motion was made by Semo, seconded by Corcoran to enter into a Memorandum of Understanding (Reimbursement Agreement) with the Gogebic Range Health Foundation for the Curry Neighborhood Trail Development and authorize City Manager Erickson to sign same. Unanimously passed by roll call vote.

- L. Discuss and Consider awarding lowest bid for the Curry Neighborhood Trail Project to Angelo Luppino, Inc. in the amount of \$60,266.00.

Motion was made by Corcoran, seconded by Semo to award the lowest bid contingent upon the grant agreement being executed by the Gogebic Health Foundation for the Curry Neighborhood Trail Project to Angelo Luppino, Inc. in the amount of \$60,266.00. Unanimously passed by roll call vote.

- M. Consider approval of Rural Development Change Order No. 7 adjusting contract quantities to reflect actual installed quantities for the City of Ironwood – Phase 4 Utility Project with Ruotsala Construction, LLC and authorize Mayor Pro Tem to sign all applicable documents.

Motion was made by Semo, seconded by Corcoran to approve the Rural Development Change Order No. 7 adjusting contract quantities to reflect actual installed quantities for the City of Ironwood – Phase 4 Utility Project with Ruotsala Construction, LLC and authorize Mayor Pro Tem to sign all applicable documents.

- N. Consider approval of Rural Development Change Order No. 8 to include one (1) block of Francis Street and one (1) block Lawrence Street into the City of Ironwood – Phase 4 Utility Project with Ruotsala Construction, LLC and authorize Mayor Pro Tem to sign all applicable documents.

Motion was made by Corcoran, seconded by Semo to approve the Rural Development Change Order No. 8 to include one (1) block of Francis Street and one (1) block Lawrence Street into the City of Ironwood – Phase 4 Utility Project with Ruotsala Construction, LLC and authorize Mayor Pro Tem to sign all applicable documents.

NEW BUSINESS

- O. Discuss and Consider adopting Resolution #019-006 Supporting the 148th Fighter Wing; Minnesota Air National Guard Base in Duluth, MN.

Motion was made by Semo, seconded by Corcoran to adopt Resolution #019-006 Supporting the 148th Fighter Wing; Minnesota Air National Guard Base in Duluth, MN. Unanimously passed by roll call vote.

- P. Discuss and Consider approving an extension of Lease Agreement with UPS for a five (5) year term and authorize Mayor Pro Tem and City Clerk to sign same.

Motion was made by Semo, seconded by Corcoran to approve an extension of Lease Agreement with UPS for a five (5) year term and authorize City Manager to sign all applicable documents. Unanimously passed by roll call vote.

- Q. Discuss and Consider Subrecipient Agreement between the City of Ironwood and Northern Great Lakes Initiatives d/b/a Northern Initiatives for Michigan Community Development

Block Grant (CDBG) Program and authorize City Manager to sign same.

Motion was made by Corcoran, seconded by Semo to approve the Subrecipient Agreement between the City of Ironwood and Northern Great Lakes Initiatives d/b/a Northern Initiatives for Michigan Community Development Block Grant (CDBG) Program and authorize City Manager to sign same.

R. Manager's Report.

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

- *The insurance adjuster and their structural engineer are currently finishing up their roof evaluation for the Civic Center snow damage. Once the report is provided a contractor pricing will be obtained.
- *The Waupaca Foundry building construction in the Industrial Park is moving along nicely.
- *Contractor bids for the demolition of 10 blighted resident structures and one commercial structure (Ayer Street collapsed building) are scheduled to be opened on May 7, 2019.
- *During the spring run off the Wisconsin side of the Norrie Park dam (Montreal River) has collapsed.
- *The spring clean up day will be Saturday, May 4, 2019 from 8 am – 11 am and will be held at the usual site on Ayer Street next to the Ironwood Dance Company.
- *The next Downtown First Fridays will be Friday, May 3, 2019.
- *The Copper Peak Red Bull 400 Race will be held on Saturday, May 11, 2019.

S. Other Matters.

There were none.

T. Adjournment.

Motion was made by Semo, seconded by Corcoran and carried to adjourn the meeting at 5:54 P.M.

Jim Mildren, Mayor Pro Tem

Karen M. Gullan, City Clerk



**Proceedings of the Economic Development Corporation Meeting
Wednesday, April 3, 2019**

A Regular Meeting of the Economic Development Corporation (EDC) was held on Wednesday, April 3, 2019 at 10:00 A.M. in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

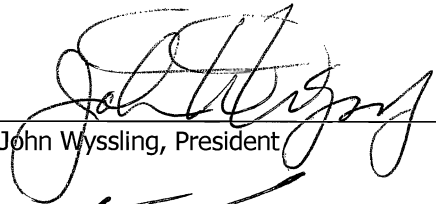
1. Chair Wyssling called the meeting to order at 10:00 a.m.
2. Recording of the Roll

	Present			
MEMBER	YES	NO	EXCUSED	NOT EXCUSED
Thorsen, Gina	X			
Lemke, Joseph		X	X	
Korpela, Nancy	X			
Sclafani, Velda	X			
Ramme, Dave	X			
Ruppe, Mark		X	X	
Schonberg, Bob	X			
Wyssling, John	X			
Gary Burnett		X	X	
Quorum	6	3	Quorum	


Also Present: Community Development Strategist Tim Erickson.

3. Approval of the March 6, 2019 Meeting Minutes:
Motion by Schonberg to accept the March 6, 2019 meeting minutes. **Second** by Sclafani.
Motion Carried 6 to 0.
4. Approval of the Agenda
Motion by Korpela to accept the Agenda. **Second** by Thorsen. **Motion Carried 6 to 0.**
5. Citizens wishing to address the Corporation regarding Items on the Agenda (Three-minute limit):
None.

6. Citizens wishing to address the Corporation regarding items not on the Agenda (Three-minute limit): None.
7. Items for Discussion and Consideration:
 - A. Redevelopment Ready Communities Priority Site Identification.
 - I. Erickson presented a few site options and the Corporation agreed on the Pamida Lot with Wells Fargo as an option along with the old Chelsi's Corner lot and Old Kmart lot.
 - B. Comprehensive Plan Implementation Status of Priority Action Items:
 - I. Strategy 6.4 Workforce Development.
 1. Erickson stated that the college is hiring a workforce development director. The Community Development office will be working toward addressing this issue. Wyssling stated the Gogebic County has shelved the idea of creating a county EDC.
 - II. Strategy 6.2(b) Implement Endowment Fund Program for Economic Development.
 1. Update on Economic Feasibility Study and Strategic Plan (March 18th event and survey).
 - a. Thorsen talked about the event and stated that they collected input to come back to a future meeting.
 - III. Strategy 6.3(g & h) Develop/Continue a Business Incubator and Entrepreneurial Support Spaces – Skillbuilder Event "How to Maximize Social Media Outreach" Invent@NMU.
 1. Erickson presented the event and asked the group to attend.
8. Other Business: Wyssling and Erickson stated that there are some people looking in downtown and on the highway properties.
9. Next Meeting: May 1, 2019 at 10:00 a.m.
10. Adjournment. **Motion** by Korpela to adjourn at 10:58 a.m. **Second** by Sclafani. **Motion Carried 6 to 0.**



John Wyssling, President



Tim Erickson, Community Development Assistant

IRONWOOD CARNEGIE LIBRARY

Regular Library Board Meeting

4:00 22 Mar 2019

- I. **Call to order.** 4:00
Present: Amber Hurkmans, Kathi Maciejewski, Kim Corcoran, Lynne Wiercinski, Helen Slining, Pam Johnson, Wendy Hicks.
- II. **Approval of February Financial reports including bills:** Pam moved, Wendy seconded. Passed unanimously.
- III. **Approval of February Minutes :** Wendy moved, Pam seconded. Passed unanimously.
- IV. **Adjustments to the Agenda.** Budget review move to New Business from Old.
- V. **Continuing/old Business:**
 - a. **Staff hire** – Position was offered to Tracy Gessel – on call, no guaranteed hours
 - b. **Board meeting date change discussion** –motion made to propose amending the bylaws to change the board meeting date from 4th Friday to the 3rd Tuesday of the month at 4:00, beginning in May. Amber moved, Kathi seconded. Passed unanimously.
- VI. **New Business:**
 - a. **Building issues**
 1. Lighting/electrical and incentives – Excel energy grant rep came and looked at the building and we may be able to get reimbursed to replace lighting. We also may be able to get incentives to replace water heater, lighting, air conditioner, etc.
 2. Basement area water – Children's room flooded when pipe disconnected from sump pump earlier this month during the rapid snow melt. That weekend, the pump burnt out but the backup worked. New pump was installed. Lynne will talk with Scott Erickson about getting work done to help keep the water out.
 - b. **LSTA grant approval (L of MI Public Library Services Grant Program)** – for musical instruments, iPod, equipment/resources for children with disabilities to be used at story times along with book kits and for a summer reading program nature tour/creative writing group..
 - c. **Staff wages** – The minimum wage was increased statewide to 9.45/hr. on 29 Mar so the pay for library staff was increased to \$10/hr. Amber moved, Helen seconded. Passed unanimously.
 - d. **Youth board member** – Angelina has not been able to attend meetings. Lynne will talk to her and find out if she will be attending future meetings and if still interested.
 - e. **Policy review** – Lynne will check on sick leave hours to get readjusted and will work to provide staff evaluations.
 - f. **Budget review** – first draft – will be discussed at April meeting.
 - g. **FOL Assistance for book sale** – The book sale will be on the 17 & 18 of May. The ROTC won't be able to help this year because they have another commitment. They FOL need help on Wed, May 15 from 7 – 9 to help move books and set up. Any help would be appreciated.
- VII. **Director Report:**
 - a. Sandwich sale will be held on Wed. 24 April. Lynne has flyers and posters for anyone who would like one.
 - b. Poetry reading – Tuesday, 9 April, 6:30 at the Golden Dragon. \$5 donation is requested.

- c. Jen Strauss will be coming up in May to work with students, her previously scheduled trip had to be rescheduled.
- d. Murder Mystery at the Murder Mystery will be performed by the Awkward Stage Drama Club on Saturday and Sunday, 23 & 24 March at HIT

VIII. **Board Comments** – None

IX. **Public invitation to be heard.** – None.

X. **Adjournment:** 5:03. Amber moved, Kathi seconded. Passed unanimously



PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION
Thursday, January 3, 2019

A Regular Meeting of the Planning Commission was held on Thursday, January 3, 2019 in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order: Chair Davey called the meeting to Order at 5:00 p.m.

Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Mark Surprenant	X			
Bob Burchell	X			
Ryon List	X			
Sam Davey	X			
Joseph Lemke		X	X	
Nancy Korpela	X			
Joe Cayer ex-officio, non-voting member		X	X	
Mark Silver		X	X	
	5	3	Quorum	

Also present: Community Development Director Tom Bergman and Community Development Assistant Tim Erickson.

2. Approval of the December 6, 2018 Meeting Minutes:

Motion by Burchell to accept the December 6, 2018 Minutes. **Second** by Korpela. **Motion Carried 5 to 0.**

3. Approval of the Agenda:

Motion by Burchell to accept the Agenda. **Second** by Korpela. **Motion Carried 5 to 0.**

4. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.
5. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.
6. Items for Discussion and Consideration:
 - A. Election of Chair and Vice Chair.
 - I. Director Bergman opened up the floor for nominations and elections.

Motion by Burchell to nominate Davey as Chairperson. **Second** by Korpela. **Motion Carried 5 to 0.**

Motion by Burchell to elect Davey as Chairperson. **Second** by Korpela. **Motion Carried 5 to 0.**

Motion by Burchell to nominate Surprenant as Vice-Chairperson. **Second** by Korpela. **Motion Carried 5 to 0.**

Motion by Burchell to elect Surprenant as Vice-Chairperson. **Second** by Korpela. **Motion Carried 5 to 0.**
 - B. Goal Setting for 2019 (Other items from Comp Plan besides Zoning Ordinance and Marijuana Regulations).
 - I. Director Bergman asked the Commission if there was anything to add to the goals for 2019. He presented the Comprehensive Plan Implementation Matrix to show potential projects. The Commission stated that they would like to finish the zoning ordinance before taking on any additional projects. Korpela talked about completing the art master plan.
 - C. Comprehensive Plan Implementation Status of Priority Action Items.
 - I. Strategy 3.1(a) Update the Zoning Ordinance – Recreational Marijuana.
 1. Director Bergman stated that the consultants will be discussing the new law. He stated that he has seen some new opt out ordinances. Korpela brought up the passing of the new farm bill. They discussed ways to expand the industrial park.
 - D. Review and recommendation of adoption of the Capital Improvement Plan.
 - I. Director Bergman presented the plan.

Motion by Korpela to recommend to the City Commission to adopt the Capital Improvement Plan with the noted changes. **Second** by Surprenant. **Motion Carried 5 to 0.**

7. Other Business: None.

8. Next Meeting: February 7, 2019

9. Adjournment:


Motion by Burchell to adjourn the meeting. **Second** by Surprenant. **Motion Carried 5 to 0.**

Adjournment at 5:23 p.m.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Sam Davey", written over a horizontal line.

Sam Davey, Chair

A handwritten signature in black ink, appearing to read "Tim Erickson", written over a horizontal line.

Tim Erickson, Community Development Specialist



PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION
Thursday, February 25, 2019

A Special Meeting of the Planning Commission was held on Thursday, February 25, 2019 in the Women's Club Room, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order: Chair Davey called the meeting to Order at 4:30 p.m.
2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Mark Surprenant	X			
Bob Burchell		X	X	
Ryon List		X	X	
Sam Davey	X			
Joseph Lemke		X	X	
Nancy Korpela	X			
Joe Cayer ex-officio, non-voting member		X	X	
Mark Silver	X			
	4	4	Quorum	

Also present: Community Development Assistant Tim Erickson.

3. Approval of the Agenda:

Motion by Silver to accept the Agenda. **Second** by Surprenant. **Motion Carried 4 to 0.**

4. Items for Discussion and Consideration:

A. Public Hearing and Consideration of PC 2019-001 Waupaca Foundry Site Plan.

- I. Davey read the Public Hearing Procedure. Plant Manager and the engineering manager from Waupaca foundry presented before the Commission. They gave a brief presentation on Waupaca Foundry and the reason for moving to Ironwood along with their process of operation.

Randall 342 Lake Ave. asked about the ownership of the plant.

Surprenant described a few changes with the site plan that he would like addressed by providing a list of changes to be made.

Motion by Burchell to approve the site plan with conditions as listed by Surprenant. **Second** by Korpela. **Motion Carried 4 to 0.**

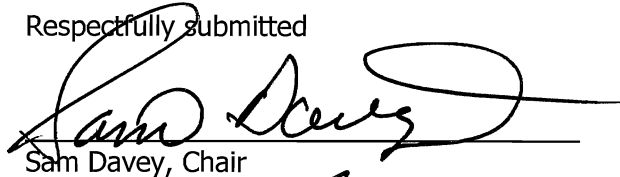
5. Next Meeting: March 7, 2019

6. Adjournment:

Motion by Silver to adjourn the meeting. **Second** by Surprenant. **Motion Carried 4 to 0.**

Adjournment at 4:45 p.m.

Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Specialist

Gogebic County Council of Veterans Affairs

**Courthouse
200 N. Moore Street
Bessemer, MI 49911
Phone (906) 667-1110**

Officers

**Jack Lillar, Chairman
H. Bill Neumann, Vice-Chairman
Donald E. Ormes, Secretary
John Rundquist, Treasurer**

**John J. Frello
Counselor**

March 21, 2019 Meeting Minutes

The regular monthly meeting of the Gogebic County Council of Veterans Affairs was held at the VFW in Bessemer, MI on March 21, 2019. The meeting was called to order by Chairman Jack Lillar, roll call was taken, and the members pledged their allegiance to the flag. Those members present were: Jack Lillar, John Frello, Don Ormes, H. Bill Neumann, Pat LaRock, Joe Braspenick, John Rundquist, Tom Wiita and Dean Rahko. Dan Kauppi, Ron Zaleski and Dick Bolen were excused.

A motion to accept the minutes of the February 2019 meeting was made by Joe Braspenick, seconded by Tom Wiita and carried by the Council. The Treasurer's report from February 2019 was presented. Pat LaRock made a motion to accept. Seconded by H. Bill Neumann. Motion carried.

Mr. Frello reported a Federal Court win recognizing Blue Water Navy. Practical changes would still be about two years out. Iron Mountain held two local Town Halls on March 12. Attendance was light at both Watersmeet and Bessemer. The new County website is now up and running. Don Ormes made a motion to accept the Service Officer's Report. Seconded by Pat LaRock. Motion carried.

Correspondence, The Council accepted the Minutes from the February 2019 Erwin Township Board Meeting appointing Dean Rahko as representative. Mr. Rahko presented his DD 214 as proof of service.

Under old business, there was none.

Under new business, H. Bill Neumann made a motion to authorize Mr. Frello to sign a VetraSpec user agreement with the State. Seconded by Dean Rahko. Motion carried.

With there being no further business, a motion to adjourn was made by Pat LaRock. Seconded by Joe Braspenick. Motion carried.

Respectfully Submitted,

Donald E. Ormes, Secretary



Management Report

Gogebic County Council of Veterans Affairs
For the period ended March 31, 2019

Prepared on
April 17, 2019

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Profit and Loss by Month

January - March, 2019

	Jan 2019	Feb 2019	Mar 2019	Total
INCOME				
400 Contributions-Gifts-Grants				0.00
405 Cash Contributions-Gifts-Grants				0.00
410 Government Units - Local				0.00
416 Erwin Township		657.00		657.00
420 Ironwood Township		5,150.00		5,150.00
422 Marenisco Township		3,611.00		3,611.00
430 Gogebic County		4,429.00		4,429.00
Total 410 Government Units - Local		13,847.00		13,847.00
Total 405 Cash Contributions-Gifts-Grants		13,847.00		13,847.00
490 In-Kind Contributions				0.00
492 Rents-Utilities-Maintenance	481.25	481.25	481.25	1,443.75
Total 490 In-Kind Contributions	481.25	481.25	481.25	1,443.75
Total 400 Contributions-Gifts-Grants	481.25	14,328.25	481.25	15,290.75
Total Income	481.25	14,328.25	481.25	15,290.75
GROSS PROFIT	481.25	14,328.25	481.25	15,290.75
EXPENSES				
600 Payroll Expenses				0.00
600.1 Salary - Service Officer	2,399.78	1,199.88	3,599.65	7,199.31
600.2 Salary - Secretary	951.20	475.60	1,426.80	2,853.60
Taxes	256.35	128.18	384.52	769.05
Total 600 Payroll Expenses	3,607.33	1,803.66	5,410.97	10,821.96
620 Dues & Subscriptions Expense	118.00	59.00	244.60	421.60
630 Insurance Expense - Pkg & GL	2,208.00			2,208.00
631 Insurance Expense - WC	321.00			321.00
670 Professional Services Expense			200.00	200.00
675 Telephone Expense	35.85		34.48	70.33
680 Training Expense	65.00			65.00
685 Transportation Expense (Local)			272.66	272.66
Other Expenses				0.00
692 Rent-Utilities-Maintenance In-Kind	481.25	481.25	481.25	1,443.75
Total Other Expenses	481.25	481.25	481.25	1,443.75
Total Expenses	6,836.43	2,343.91	6,643.96	15,824.30
NET OPERATING INCOME	-6,355.18	11,984.34	-6,162.71	-533.55
NET INCOME	\$ -6,355.18	\$11,984.34	\$ -6,162.71	\$ -533.55

2019 YTD Budget vs. Actuals

January - March, 2019

	Actual	Budget	Remaining	Total % Remaining
INCOME				
400 Contributions-Gifts-Grants				
405 Cash Contributions-Gifts-Grants				
410 Government Units - Local				
412 Bessemer City		2,661.00	2,661.00	100.00 %
414 Bessemer Township		2,297.00	2,297.00	100.00 %
416 Erwin Township	657.00	657.00	0.00	0.00 %
418 Ironwood City		7,916.00	7,916.00	100.00 %
420 Ironwood Township	5,150.00	5,150.00	0.00	0.00 %
422 Marenisco Township	3,611.00	3,611.00	0.00	0.00 %
424 Wakefield City		2,524.00	2,524.00	100.00 %
426 Wakefield Township		1,150.00	1,150.00	100.00 %
428 Watersmeet Township		6,384.00	6,384.00	100.00 %
430 Gogebic County	4,429.00	26,574.00	22,145.00	83.33 %
Total 410 Government Units - Local	13,847.00	58,924.00	45,077.00	76.50 %
Total 405 Cash Contributions-Gifts-Grants	13,847.00	58,924.00	45,077.00	76.50 %
490 In-Kind Contributions				
492 Rents-Utilities-Maintenance	1,443.75	5,774.00	4,330.25	75.00 %
Total 490 In-Kind Contributions	1,443.75	5,774.00	4,330.25	75.00 %
Total 400 Contributions-Gifts-Grants	15,290.75	64,698.00	49,407.25	76.37 %
Total Income	15,290.75	64,698.00	49,407.25	76.37 %
GROSS PROFIT	15,290.75	64,698.00	49,407.25	76.37 %
EXPENSES				
600 Payroll Expenses				
600.1 Salary - Service Officer	7,199.31	31,197.00	23,997.69	76.92 %
600.2 Salary - Secretary	2,853.60	12,369.00	9,515.40	76.93 %
Taxes	769.05	3,333.00	2,563.95	76.93 %
Total 600 Payroll Expenses	10,821.96	46,899.00	36,077.04	76.92 %
605 Advertising Expense		150.00	150.00	100.00 %
610 Assistance		300.00	300.00	100.00 %
615 Computers & Software Expense		800.00	800.00	100.00 %
620 Dues & Subscriptions Expense	421.60	1,650.00	1,228.40	74.45 %
630 Insurance Expense - Pkg & GL	2,208.00	2,275.00	67.00	2.95 %
631 Insurance Expense - WC	321.00	325.00	4.00	1.23 %
633 Meetings Expense (Council)		350.00	350.00	100.00 %
640 Miscellaneous Expenses		200.00	200.00	100.00 %
655 Office Equipment & Furniture Expense		300.00	300.00	100.00 %
660 Office Supplies Expense		400.00	400.00	100.00 %

				Total
	Actual	Budget	Remaining	% Remaining
665 Postage Expense		100.00	100.00	100.00 %
670 Professional Services Expense	200.00	1,260.00	1,060.00	84.13 %
675 Telephone Expense	70.33	540.00	469.67	86.98 %
680 Training Expense	65.00	1,000.00	935.00	93.50 %
685 Transportation Expense (Local)	272.66	2,374.00	2,101.34	88.51 %
Other Expenses				
692 Rent-Utilities-Maintenance In-Kind	1,443.75	5,775.00	4,331.25	75.00 %
Total Other Expenses	1,443.75	5,775.00	4,331.25	75.00 %
Total Expenses	15,824.30	64,698.00	48,873.70	75.54 %
NET OPERATING INCOME	-533.55	0.00	533.55	0.00%
NET INCOME	\$ -533.55	\$0.00	\$533.55	0.00%

NOTE

75% of year remains.

Balance Sheet - Vets

As of March 31, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
101 Checking (2195)	24,889.19
102 Assistance Fund - GRB	66.71
Total 101 Checking (2195)	24,955.90
105 Petty Cash	70.00
Total Bank Accounts	25,025.90
Total Current Assets	25,025.90
TOTAL ASSETS	\$25,025.90
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	
Federal Taxes (941/944)	347.75
MI Income Tax	384.09
Total Payroll Liabilities	731.84
Total Other Current Liabilities	731.84
Total Current Liabilities	731.84
Total Liabilities	731.84
Equity	
Opening Balance Equity	30,822.86
Retained Earnings	-5,995.25
Net Income	-533.55
Total Equity	24,294.06
TOTAL LIABILITIES AND EQUITY	\$25,025.90

Check Detail

March 2019

Date	Transaction Type	Num Name	Memo/Description	Clr	Amount
101 Checking (2195)					
03/06/2019	Tax Payment	IRS	Tax Payment for Period: 02/27/2019-03/01/2019	R	-347.71
			Federal Taxes (941/944)		-347.71
03/12/2019	Payroll Check	DD John J. Frello	Pay Period: 02/25/2019- 03/10/2019	R	-982.50
			Direct Deposit		-982.50
03/12/2019	Payroll Check	DD Linda J. Malmberg	Pay Period: 02/25/2019- 03/10/2019	R	-409.40
			Direct Deposit		-409.40
03/20/2019	Tax Payment	IRS	Tax Payment for Period: 03/13/2019-03/15/2019	R	-347.75
			Federal Taxes (941/944)		-347.75
03/22/2019	Bill Payment (Check)	2764 John Frello			-201.00
					-201.00
03/22/2019	Check	2765 John J. Frello			-272.66
			Mileage Rxb: 01/2019		141.16
			Mileage Rxb: 02/2019		131.50
03/22/2019	Expense	2762 John Frello			-43.60
			Mar 6-Apr 6		43.60
03/22/2019	Expense	2763 Gogebic County		R	-34.48
			Feb phone		34.48

Date	Transaction Type	Num Name	Memo/Description	Clr	Amount
03/22/2019	Expense	2761 Makela, Pollack & Ahonen, PLLC		R	-200.00
			Quarterlies ending Dec 2018/2018 tax prep		200.00
03/26/2019	Payroll Check	DD Linda J. Malmberg	Pay Period: 03/11/2019-03/24/2019	R	-409.41
			Direct Deposit		-409.41
03/26/2019	Payroll Check	DD John J. Frello	Pay Period: 03/11/2019-03/24/2019	R	-982.49
			Direct Deposit		-982.49

Gogebic County Council of Veterans Affairs

101 Checking (2195), Period Ending 03/31/2019

RECONCILIATION REPORT

Reconciled on: 04/17/2019

Reconciled by: John Frello

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	29,186.90
Checks and payments cleared (8)	-3,713.74
Deposits and other credits cleared (0)	0.00
Statement ending balance	<u>25,473.16</u>

Uncleared transactions as of 03/31/2019	-517.26
Register balance as of 03/31/2019	24,955.90
Cleared transactions after 03/31/2019	0.00
Uncleared transactions after 03/31/2019	7,277.02
Register balance as of 04/17/2019	<u>32,232.92</u>

Details

Checks and payments cleared (8)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/06/2019	Tax Payment		IRS	-347.71
03/12/2019	Payroll Check	DD	John J. Frello	-982.50
03/12/2019	Payroll Check	DD	Linda J. Malmberg	-409.40
03/20/2019	Tax Payment		IRS	-347.75
03/22/2019	Expense	2761	Makela, Pollack & Ahonen, PL...	-200.00
03/22/2019	Expense	2763	Gogebic County	-34.48
03/26/2019	Payroll Check	DD	Linda J. Malmberg	-409.41
03/26/2019	Payroll Check	DD	John J. Frello	-982.49
Total				<u>-3,713.74</u>

Additional Information

Uncleared checks and payments as of 03/31/2019

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/22/2019	Check	2765	John J. Frello	-272.66
03/22/2019	Bill Payment	2764	John Frello	-201.00
03/22/2019	Expense	2762	John Frello	-43.60
Total				<u>-517.26</u>

Uncleared checks and payments after 03/31/2019

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/03/2019	Tax Payment		IRS	-347.75
04/09/2019	Payroll Check	DD	John J. Frello	-982.50
04/09/2019	Payroll Check	DD	Linda J. Malmberg	-409.41
04/10/2019	Tax Payment		MI Department of Treasury	-384.09
04/17/2019	Tax Payment		IRS	-347.73
Total				<u>-2,471.48</u>

Uncleared deposits and other credits after 03/31/2019

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/05/2019	Receive Payment	17202	Township of Wakefield	1,150.00
04/05/2019	Receive Payment	95853	Gogebic County (Cust)	2,214.50
04/05/2019	Receive Payment	38682	Township of Watersmeet	6,384.00



**Proceedings of the Parks and Recreation Committee
Monday, April 1, 2019, 5:00 p.m.**

A regular meeting of the Parks and Recreation Committee was held on Monday, April 1, 2019 at 5:00 P.M. in the Women's Club Room, Second Floor, Memorial Building, Ironwood, Michigan.

1. Call to Order:

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

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair		X	X	
Kim Corcoran, ex-officio, non-voting	X			
Vacant				
Linda Jindrich		X		X
Randy Kirchoff	X			
John Brottlund	X			
	5	2		

Also present, Community Development Specialist, Tim Erickson.

3. Approval of the March 4, 2019 Meeting Minutes:

**Motion by Kostelnik to approve the March 4, 2019 Meeting Minutes. Second by Kirchoff.
Motion carried 4 to 0.**

4. Approval of the Agenda:

Motion by Kostelnik to approve the Agenda. Second by Kirchoff. Motion carried 4 to 0.

5. Citizens wishing to address the Committee on Items on the agenda (Three-Minute Limit): None.

6. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit): None.

7. Items for discussion and consideration:

A. Norrie Park Disc Golf Baskets – Tom Winsce.

- I. Erickson introduced Tom Winsce. The Committee discussed the Norrie Park disc golf course and thanked Mr. Winsce for his donation of baskets to the park. The Committee discussed placing a sign with rules for the course at the park entrance.

B. Sledding Hill Discussion.

- I. The Committee discussed different areas that could have a hill. They primarily discussed a location behind the Little League field.

C. Comprehensive/Park and Recreation Plan Implementation Status of Priority Action Items:

I. Strategy 4.5 Define and Construct Priority Trail Improvements (Regional Trail to Miners and Beltline).

a. Update on Southern Beltline Trail Acquisition Project.¹

- i. Erickson stated that Director Bergman is working with the title company to acquire the property.

b. Update on Neighborhood Enhancement Grant (Trail Connections).

- i. Erickson stated that bids have been received and that the City is moving forward with awarding the bid.

c. Update on Mountain Bike Trail Development in Miners Memorial Heritage Park.

- i. Erickson stated that Director Bergman is at a conference on trail planning for this project. RFP's will be sent out in may with an estimated project start at the end of 2019.

II. Strategy 5.4(a) Strengthen and Implement the Master Plan for Miners Memorial Heritage Park (MMHP).

- a. Kostelnik asked if the MMHP volunteers will be updated soon about the park.

III. Park Action Plan.

a. Playground North of US Hwy 2.

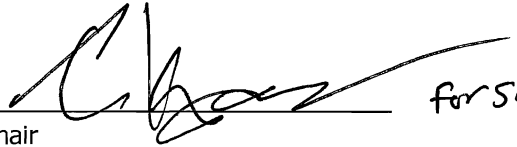
- i. Erickson stated that Director Bergman will be meeting with rotary to explore additional funding.

8. Other Business: None.

9. Next Meeting: Monday, May 6, 2019 at 5:00 p.m.

10. Adjournment: **Motion** by Kostelnik to adjourn the meeting. **Second** by Brottlund. **Motion Carried 4 to 0.** Adjournment at 5:14 p.m.

Respectfully Submitted



Sam Davey, Chair *for Sam*



Tim Erickson, Community Development Specialist

**GRANT CONTRACT FOR DEMOLITION
BETWEEN THE
MICHIGAN LAND BANK FAST TRACK AUTHORITY
AND THE CITY OF IRONWOOD**

This Grant Contract ("Contract") is made between the Michigan Land Bank Fast Track Authority (MLB), and the City of Ironwood ("Grantee").

I. PURPOSE AND PROJECT SCOPE:

Environmental studies, abatement as needed, demolition and site restoration of identified properties.

PROJECT ADDRESS:

238 E Ayer Street, Ironwood Michigan

GRANT NAME:

2019 Michigan Rural Community Demolition Grant

AMOUNT OF GRANT:

\$50,000.00

(A) The purpose of this Contract is to provide funding in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to 2018 PA 207, Section 1047 and a MOU Agreement between the MLB and the Michigan Economic Development Corporation (MEDC). This Contract is subject to the terms and conditions specified herein.

(B) This Contract and its appendices constitute the entire Contract between the MLB and the Grantee and may be modified only by written agreement between the MLB and the Grantee.

(C) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the MLB under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.

(D) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Contract Start Date: **April 1, 2019** Contract End Date: **September 30, 2019**

Upon signature by the MLB, the Contract shall be effective from the Start Date until the End Date specified above. The MLB shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS

GRANTEE CONTACT:

Thomas Bergman, Community Development
Director
City of Ironwood
213 S Marquette St
Ironwood, MI 49938
906-932-5050 x 126
bergmant@cityofironwood.org

MLB CONTACT:

Linda Horak, Property Analyst
105 West Allegan Street
Lansing, Michigan 48933
(517) 241-6741
HorakL@michigan.gov

IV. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing and approved by the MLB in writing. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without written approval by the MLB.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to the MLB at the address set forth in Section III, or electronically as MLB may provide.

VI. 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 the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB'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 MLB's review, approval, acceptance, or payment for any

of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract 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.

(G) The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only demolition activities specified in Appendix A are eligible for reimbursement. In general, environmental remediation is an ineligible activity under this Grant Contract and not eligible for reimbursement. However, a nominal amount of remediation may be required in order to leave the site in a safe condition. The extent will be determined on a case by case basis by the approval of the MLB.

(H) Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the MLB to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VII. USE OF MATERIAL

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

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB

does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS

The MLB 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 Contract. Further, the MLB 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 Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

X. 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. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information 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 contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. 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.*

XII. LIABILITY

(A) The Grantee, not the MLB, 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 Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The MLB shall not be liable for any claims, judgments or costs merely by providing grant funding.

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

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

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

XIII. CONFLICT OF INTEREST

No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING

Grantee shall not use any of the grant funds awarded in this Contract 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 Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract 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, MLB, 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 three-year period preceding this Contract 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.

XVI. AUDIT AND ACCESS TO RECORDS

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVII. INSURANCE

The Grantee shall require all contractors and subcontractors providing activities to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

XVIII. OTHER SOURCES OF FUNDING

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

XIX. COMPENSATION

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section 1 of this Contract, and only for expenses incurred for this project. Grantee may not expend any of this funding for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

XX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION

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

XXII. TERMINATION

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB 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 MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or

- e. 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 (LARA) or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. 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;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the MLB, reflects on the Grantee's business integrity; or
- e. Added to the federal or State Suspension and Debarment list.

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

XXIII. NOTIFICATION OF DELAYS

The Grantee shall inform the MLB's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by MLB as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their organization, and that the parties will fulfill the terms of this Contract, including the attached Appendix A, and used only as set forth herein.

XXIV. PUBLICITY

Grantee shall cooperate with MLB and coordinate with MLB for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

FOR THE GRANTEE:

FOR THE MLB:

Scott Erickson, City Manager

Jeff Huntington, Interim Director

Date

Date

**PROJECT
SCOPE AND REQUIREMENTS
APPENDIX A**

I. PROJECT LOCATION

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties listed below:

Parcel Number: 52-22-183-040

More Commonly Known As: 238 E Ayer Street

II. PROJECT REQUIREMENTS AND SCOPE

The Grantee shall complete abatement, demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the abatement, demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate abatement, demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites; http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html, http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html, https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead and <http://www.epa.gov/asbestos>.
4. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, top soil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

6. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
 - e. Coordinating with MLB on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - g. Reporting the status of the project to MLB in accordance with the reporting requirements established by MLB for the Grantee's project. The reports will require, but not be limited to, the following information.
 - i. Deed/Site Control
 - ii. Pre Demo Photo
 - iii. Gas, Electric, and Water wrecking clearances
 - iv. Procurement documents - RFP, Contracts, Bid Tabulations
 - v. Asbestos and Hazardous Material Survey
 - vi. Phase I and II, if conducted, assessments
 - vii. NESHAP 10- Day Notice – Abatement
 - viii. Abatement Clearance
 - ix. Signed Abatement Waste Manifests
 - x. NESHAP 10- Day Notice – Demo
 - xi. Demo Permit
 - xii. Open Hole Inspection and Picture
 - xiii. Grantee-Approved invoices from contractors
 - xiv. Approved/Closed Demolition Permit
 - xv. Lien Waivers from all Subcontractors
 - xvi. Post Demo Photo
 - xvii. Signed Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION

The MLB will approve up to three (3) payments during the term of the Contract; upon completion of all environmental assessment; upon completion of property abatement and upon completion of the demolition.

Approval for payment of funds will be made by MLB to the MEDC based on satisfactory submission of a Request for Payment form, Demolition Checklist and supporting documentation. The format for the Request for Payment form is Appendix C.

Final payment will not be made until Grantee provides a Request for Payment form, a completed Demolition Checklist, found in Appendix B, and all copies of items from the Demolition Checklist.

APPENDIX B:
Michigan Rural Community Demolition Grant – 2019
Demolition Checklist

Grantee: _____

Site Address: _____

1. Preliminary Steps

A. Site Control

Item	Date	Date Submitted to MLB
Copy of Deed or Proof of Site Control		
Pre-demolition Photos		

B. Request for Proposals for Environmental Services - Lead Based Paint (*optional*), Asbestos and Hazardous Materials Survey and Air Clearance (*it is highly recommended the same vendor conducts the Air Clearance activity following abatement, prior to demolition*)

☐ Ordered Demolition – no survey required

Item	Date	Date Submitted to MLB
RFP Release: <input type="checkbox"/> Lead Based Paint <input type="checkbox"/> ACM <input type="checkbox"/> Both		
RFP Due		
Bid Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Notice to Proceed Issued		

(for use if you are releasing lead and ACM RFPs separately)		
Item	Date	Date Submitted to MLB
RFP Release: <input type="checkbox"/> Lead Based Paint <input type="checkbox"/> ACM		
RFP Due		
Bid Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Notice to Proceed Issued		

C. **If Not Residential** – Request for Proposals for Phase I/II Environmental Site Assessment

Item	Date	Date Submitted to MLB
RFP Release		
RFP Due		
Bid Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Notice to Proceed Issued		

D. Asbestos and Hazardous Materials Survey

Item	Date	Date Submitted to MLB
Survey Complete <i>(include in abatement/demolition RFP)</i>		
Results		
<input type="checkbox"/> No Asbestos Found		
<input type="checkbox"/> Asbestos Containing Material Determined		

E. **If Not Residential** – Phase I Environmental Site Assessment

Item	Date	Date Submitted to MLB
Phase I Survey Complete <i>(include in abatement/demolition RFP)</i>		
Results		
<input type="checkbox"/> No Phase II required (skip to E.)		
<input type="checkbox"/> Phase II required		
Is remediation or storage tank known or suspected with this demo? <input type="checkbox"/> Yes <input type="checkbox"/> No		

If required – Phase II Environmental Site Assessment

item	Date	Date Submitted to MLB
Phase II Survey Complete <i>(include in abatement/demolition RFP)</i>		
Results:		
Was contamination identified? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, disclose results to demolition contractor)		
Is remediation or storage tank removal required with this demo? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unconfirmed		

Are there future remediation activities needed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unconfirmed		
--	--	--

- F. Utility Disconnection – Demo contractor will need proof that all utilities are disconnected

Item	Date	Date Submitted to MLB
Electricity Disconnect Verification Received		
Natural Gas Disconnect Verification Received <input type="checkbox"/> N/A		
Propane Gas Disconnect Verification Received <input type="checkbox"/> N/A		
City Water/Sewer Disconnect Verification Rec'd <input type="checkbox"/> N/A		
Well Plugged Record Received <input type="checkbox"/> N/A		
Septic Tank/Field Closed Record Received <input type="checkbox"/> N/A		
Other: _____ - Received		
Other: _____ - Received		

2. Abatement, Remediation and Demolition

- A. Request for Proposals – Abatement (if needed), Remediation (if needed-must be minimal and pre-approved by MLB) and Demolition (*RFPs may be released as separate items or as a whole; RFPs must include all environmental surveys conducted on the subject property*):

☐ **No Abatement required**

Item	Date	Date Submitted to MLB
RFP Release <input type="checkbox"/> Abatement <input type="checkbox"/> Demo <input type="checkbox"/> Both		
RFP Due		
Bids Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Vendor Bond Received (if required)		
Notice to Proceed Issued		

(for use if you are releasing multiple RFPs)		
Item	Date	Date Submitted to MLB
RFP Release <input type="checkbox"/> Abatement <input type="checkbox"/> Demo		
RFP Due		
Bids Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Vendor Bond Received (if required)		
Notice to Proceed Issued		

☐ **No Remediation required**

(for use if you are releasing RFP for Remediation)		
Item	Date	Date Submitted to MLB
RFP Release <input type="checkbox"/> Remediation (pre-approval req'd)		
RFP Due		
Bids Tabulated		
Award Information		
Awarded to: _____		
Award Amount: _____		
Contract Signed		
Vendor Insurance Received		
Vendor Bond Received (if required)		
Notice to Proceed Issued		

B. Asbestos Abatement Activity

- ☐ N/A – no Asbestos was found on the property
☐ N/A – no Hazardous Materials were found on the property

Item	Date	Date Submitted to MLB
Abatement NESHAP Notification Received		
Copies of Abatement Contractors license and worker certification		
Third Party Verification – Post Abatement Air Clearance and Visual Inspection Report Rec'd		
Abatement Contractor's Daily Log Rec'd		

C. Remediation Activity (most likely not included in your Grant, but may be necessary with other funds)

- ☐ N/A
 Coordinate work with DEQ (may need waste manifests from remediation, storage tank registration, and other documentation)

Item	Date	Date Submitted to MLB
If doing minimal remediation activity under the MiRCD Grant – <i>Grantee must have pre-approval from MLB</i>		
Verification of proper training/licensing (ie HASWOPER)		

D. Demolition Activity

Item	Date	Date Submitted to MLB
Demo NESHAP Notification Received		
Demolition Permit Received		
Soil Erosion/Sedimentation Control Plan/Permit Rec'd		
Open Hole Inspection & Pictures		
Rough Grade Inspection & Pictures		
Final Grade Inspection		

3. Payments and Final Documentation

A. Asbestos and Hazardous Materials Survey

Item	Date	Date Submitted to MLB
Final Invoice for Payment Received (Grantee should mark 'Approved,' date and initial)		
Lien waiver from Contractor and Subcontractors Rec'd		
Signed Abatement Waste Manifests Rec'd		

B. Phase I/II Environmental Site Assessment

Item	Date	Date Submitted to MLB
Final Invoice for Payment Received (Grantee should mark 'Approved,' date and initial)		
Lien waivers from Contractor and Subcontractors Rec'd		

C. Asbestos Abatement Activity

Item	Date	Date Submitted to MLB
Final Invoice for Payment Received (Grantee should mark 'Approved,' date and initial)		
Lien waivers from Contractor and Subcontractors Rec'd		

D. Remediation Activity

Item	Date	Date Submitted to MLB
Final Invoice for Payment Received (Grantee should mark 'Approved,' date and initial)		
Lien waivers from Contractor and Subcontractors Rec'd		

E. Demolition Activity

Item	Date	Date Submitted to MLB
Final Invoice for Payment Received (Grantee should mark 'Approved,' date and initial)		
Post Demolition Photos		
Approved/Closed Demolition Permit Rec'd		
Signed Demo Waste/Recycling Manifests Rec'd		
Lien waivers from Contractor and Subcontractors Rec'd		

APPENDIX C: REQUEST FOR PAYMENT FORM
Michigan Rural Community Demolition Grant – 2019
Request for Payment Form

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the MLB to review and, if complete, approve and forward to MEDC for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Level of Reimbursement Being Requested:

- ☐ Environmental Assessment Completed
☐ Property Abatement Completed
☐ Demolition (Entire Project) Completed

Grant Amount: \$ _____

Previous Payments: \$ _____

Amount Requesting: \$ _____

Grant Balance: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with 'CV' or 'VSS')

Address Code: _____

Documents Attached:

Demolition Checklist (submit all pages every draw)	



MEMO

To: Mayor Annette Burchell and the City Commission

From: Dennis Hewitt, Building Inspector

Date: May 10, 2019

Meeting Date: May 13, 2019

Re: Discuss and Consider the Approval of Rewarding Bids for Blight Grant Properties.

The City of Ironwood received bids from 3 contractor for the demolition of 8 properties under the “Hardest Hit” Demolition Grant. Angelo Luppino was low bidder for 109 Norrie Street (\$19,499.40), 321 Alfred Wright Blvd. (\$18,289.20), 419 N. Suffolk Street (\$21,284.00), 113 S. Range Road (\$10,974.60), 208 Clemens (\$16,311.60). Snow Country Contracting was the lowest bidder for 149 W. Larch Street (\$19,249.00). It the staff’s recommendation to award as presented above. These will be paid for with funds from the Grant and funds budgeted in the code enforcement demo budget. The properties at 118 W. Ridge and 501 Leonard St. will be brought to the commission at their next regularly scheduled meeting for discussion.

Bid Opening Demo. Due May 9, 2019 @ 2:00 PM

Name of Bidder	109 Norrie	528 Bluejacket	321 Alfrd Wrt	149 W Larch	419 N Suffolk	118 W Ridge	113 S Range	208 Clemens	501 E Leonard	706 Florence	TOTAL	Bid Bor
Snow Country Contr	\$28,645.00	/	\$22,345.00	\$19,249.00	\$30,317.00	\$33,721.00	\$20,846.00	\$22,715.00	\$33,684.00	/		
Angelo Luppino	\$19,469.40	/	\$18,289.00	\$33,405.00	\$21,284.00	\$26,470.40	\$10,974.60	\$16,311.60	\$20,687.00	/		
Ruotsala Constr.	\$30,294.00	/	\$25,130.00	\$29,250.00	\$38,050.00	\$37,650.00	\$18,350.00	\$30,550.00	\$38,050.00	/		

Witnesses to Bid Opeing:

Karon M Gullan
Thomas Hewitt
Mara Mahan

Bid Award Action Taken:

BID TABULATION SHEET

Name of Bidder:

5% Bid Bond

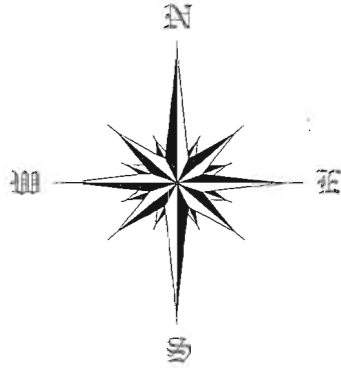
Total

Fahrner Asphalt	✓				\$122,463.80
Pitlik + Wick	✓				\$133,160.00

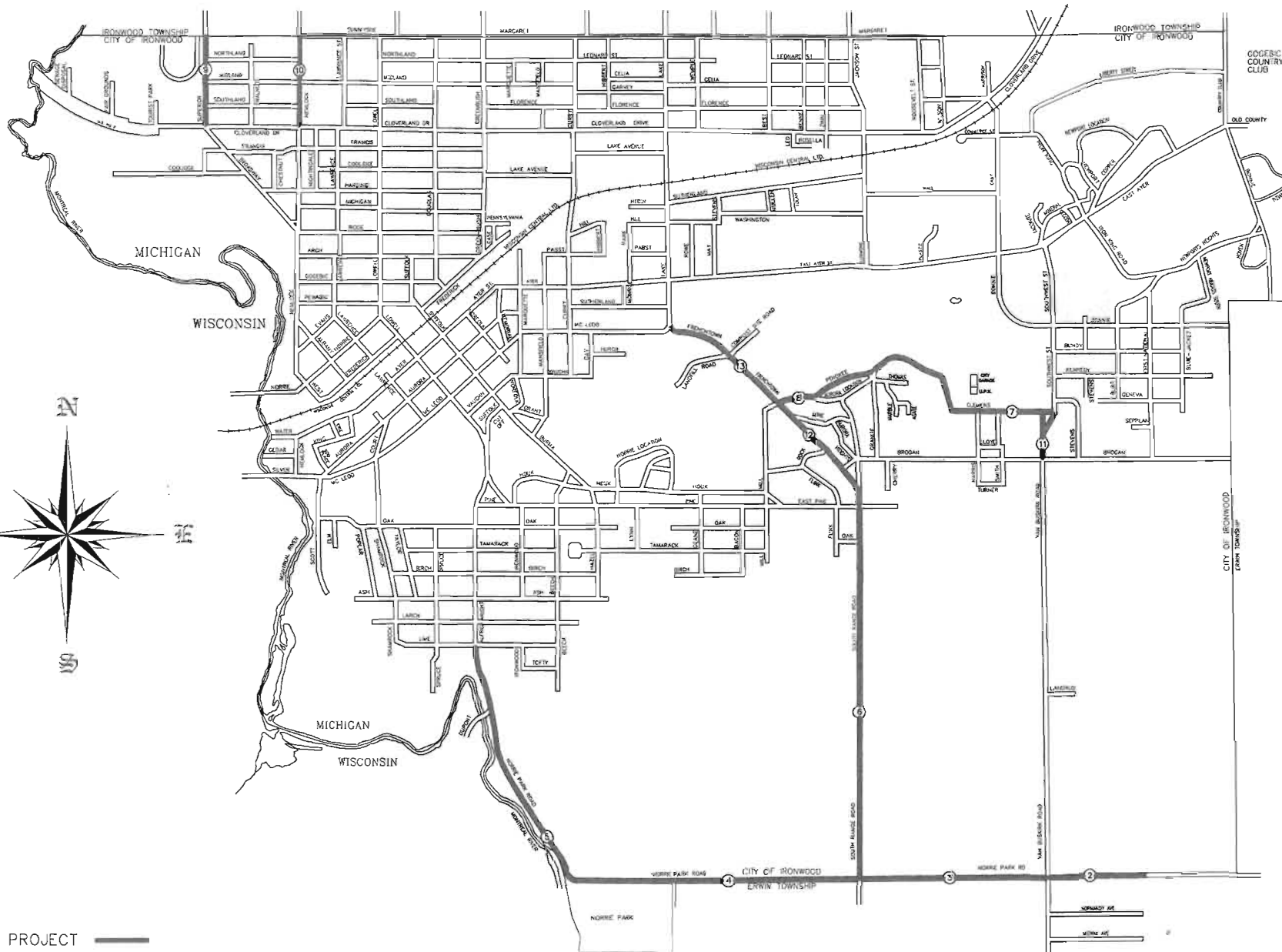
Witnesses to Bid Opening:

Bid Award Action Taken

Karen M. Gullan
Dennis Hewitt
Mara Maher



2019 PROJECT



IRONWOOD
MICHIGAN | Find Your North

213 S. MARQUETTE ST.
IRONWOOD, MI 49938
PH: (906) 932-5050
FAX: (906) 932-5745

TITLE: 2019 CHIPSEALING
PROJECT QUANTITIES
REVISION: A
DRAWN BY: J. ALONEN
DATE: 4/3/2019
APPROVAL BY: S. ERICKSON

DRAWING NO.
S-1

RESOLUTION #019-007
A RESOLUTION DETERMINING THAT A
HAZARD AND NUISANCE EXISTS

At a Regular Meeting of the City Commission of the City of Ironwood, duly held on May 13th 2019, in the Commission Chambers of the Municipal Memorial Building, Ironwood, Michigan, the following Resolution was offered by Commissioner _____, supported by Commissioner _____.

WHEREAS, the City Commission has investigated the conditions of the property located at 111 W. Mcleod Avenue (52-22-377-090) and 107 W. Mcleod Avenue (52-22-377-080) and an unlicensed vehicles, trailers and debris on the property

WHEREAS, the proper notice and deadlines have been given to owner(s)/occupant(s) of property regarding the correction of the City Code violation(s) via letters send on May 22nd 2018 and September 10th 2018; and, May 9th 2019,

WHEREAS, the City Commission is duly authorized to determine that a code violation exists and order such properties to become compliant under direction of the City Manager and that any and all expenses of abatement may be assessed against the prospective property;

NOW, THEREFORE, be it resolved by the City Commission of the City of Ironwood, that:

1. That a public hazard or nuisance which is dangerous to the health, safety, or welfare of the inhabitants of the City of Ironwood or those residing or habitually going near such lot, building, or structure does exist at 111 W. Mcleod Ave (52-22-377-090) and 107 W. Mcleod Avenue (52-22-377-080),
2. That said public hazard or nuisance is in violation of City Ordinance, Chapter 17, Article IV, Sec 17-67(1-3); and,
3. A Pubic Hearing will be held on May 28th 2018 at 5:25 P.M. at which time the owner may raise any objection t the proposed abatement.

Roll call vote was taken: Ayes: _____ Nays _____.

STATE OF MICHIGAN)
) ss.
COUNTY OF GOGEBIC)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by; the Ironwood City Commission, County of Gogebic, State of Michigan, at a regular meeting held on May 13th 2019 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 Act of Michigan, 1967, 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

Memo

To: Mayor & City Commission

From: Scott Erickson, City Manager

CC:

Date: May 13, 2019

Re: Discuss and Consider Approving Employment and Compensation Package for Pat O'Donnell Civic Center Manager as Recommended by the Civic Center Board

Introduction

The Ironwood City Commission is requested Consider approving employment and the compensation package as recommended by the Pat O'Donnell Civic Center Board.

Analysis & Background

The current Civic Center Manager, Mr. Brian Roehm, has notified the Civic Center Board that he will be resigning as the Civic Center Manager. Mr. Roehm indicated that he is providing enough notice to allow a new manager to be hired and enough time to train the new manager prior to Brian's final date of employment.

The Civic Center Board recommended the following salary and benefits for the position:


- Salary (\$30,000.00/year + incentives/commission on new events)
- Health Care Stipend (\$500.00/month)
- Vacation (80 hours after 6 month probation – no carryover)
- Sick (40 hours annually – no carryover)
- No Retirement Provided
- Holidays in accordance with City personnel policy

34. DEPOSITS, CHECKS, PAYMENTS. All funds applicable to the Pat O'Donnell Civic Center, and not otherwise employed, shall be deposited from time to time in banks, savings and loan associations, or other depositories as the Board may select in the name of Pat O'Donnell Civic Center, subject to approval by the City Commission of the City of Ironwood, or with the City Treasurer of the City of Ironwood in a separate account for the Pat O'Donnell Civic Center. Checks or other orders for payment of money notes or other evidences of indebtedness issued in the name of the Pat O'Donnell Civic Center shall be signed by such officer or officers, agent or agents, of Pat O'Donnell Civic Center and in such manner as shall from time to time be determined by resolution of the Board or as directed by the City Commission of the City of Ironwood.

35. CONTRACTS. The Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Pat O'Donnell Civic Center. Such authority may be general or confined to specific instances but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Pat O'Donnell Civic Center without specifying the executing officers, the Chairperson or Vice Chairperson, and the Secretary may execute the same.

36. RESPONSIBILITIES. The officers and members of the Board shall use their best efforts to carry out in good faith the purpose and exercise the powers expressed in these By-laws for the Pat O'Donnell Civic Center in such manner as to further its purposes and objectives for the benefit of persons desiring to use said facility and on a non-discriminatory basis.

37. DEBT BY BOARD MEMBER OR OFFICER. No officer or member of the Board either singly or jointly with others shall have the power to make any bill payable, check, draft, warrant or other negotiable instruments or endorse the same in the name of the Pat O'Donnell Civic Center or contract or cause to be contracted any debt or liability in the name or in behalf of the Pat O'Donnell Civic Center except as herein expressly prescribed and provided.



38. MANAGER. The Board may employ and fix the compensation of a Manager of the Pat O'Donnell Civic Center, subject to the approval of the City Commission of the City of Ironwood. The manager shall serve at the pleasure of the Board. A member of the Board is not eligible to hold the position of Manager. Before entering upon the duties of his office, the Manager shall take and subscribe to the constitutional oath, and furnish bond, by posting a bond payable to the City of Ironwood for use and benefit of the City of Ironwood in a penal sum approved by the Board, and filed with the City Clerk. The premium on the bond shall be deemed an operating expense of the Pat O'Donnell Civic Center, payable from funds available to the Board for expenses of operation. The Manager shall be the chief administrative

officer of the Pat O'Donnell Civic Center. Subject to the approval of the Board, the Manager shall supervise, and be responsible for plans and performance of the functions of the Pat O'Donnell Civic Center. The Manager shall exercise all personnel functions described in Section 29 above subject to Board oversight. The Manager shall attend the meetings of the Board, and shall in conjunction with the Treasurer render to the Board and to the City Commission of the City of Ironwood an annual and quarterly reports covering the activities and financial condition of the Pat O'Donnell Civic Center. If the Manager is absent or disabled, the Board may designate a qualified person as acting director to perform the duties of the office. Before entering upon the duties of his/her office, the acting Manager shall take and subscribe to the oath, and furnish bond, as required of the Manager. The Manager shall furnish the Board with information on reports governing the operation of the Pat O'Donnell Civic Center as the Board requires.

39. CONFLICT OF INTEREST. A Board member, or officer, or committee member having any substantial direct or indirect interest in any contract for property, materials or services to be acquired by the Board, or in any other matter to be voted upon and determined by the Board, shall disclose his/her interest prior to the Board taking any action on said matter, which disclosure shall be made a part of the record of the Board's official proceedings. The interested Board member, or officer, or committee member shall further refrain from participation in any discussion relating to the contract or matter, excepting the interested Board member shall be counted for the purpose of a quorum when it is necessary to establish a quorum. It is intended that the provisions of MCL 15.321 et al and as amended shall be applicable to contracts of public servants with public entities.

40. REPORT TO CITY COMMISSION. The Board shall make an annual report of its activities to the City Commission of the City of Ironwood and shall make such other reports as said governing body may from time to time require. Further, the Board, not later than four (4) months after the close of its fiscal year, shall cause to be prepared a balance sheet and an income and expense account, showing respectively, the reasonable detail, the financial condition of the Pat O'Donnell Civic Center at the close of its preceding fiscal year. The balance sheets and income and expense accounts shall be a public record.

41. OPEN MEETINGS. The business which the Board may perform shall be conducted in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of meetings shall be given in the manner required by Act No. 267 of the Public Acts of 1976. The Board shall meet at regular intervals, and shall adopt its own rules of procedure, and shall keep a record of the proceedings.

42. FREEDOM OF INFORMATION. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

March 25, 2019

Mr. Scott Erickson, City Manager/Engineer
City of Ironwood
213 S. Marquette Street
Ironwood, Michigan 49938

Dear Mr. Erickson:

Enclosed is the FEMA-4381-DR-MI Grant Agreement package for the City of Ironwood. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office at the following address:

Michigan Department of State Police
Emergency Management and Homeland Security Division
Attn: Ms. Sara Long
PO Box 30634
Lansing, Michigan 48909

Also enclosed is a copy of the City of Ironwood's projects that have been approved to date by the Federal Emergency Management Agency (FEMA) under disaster FEMA-4381-DR-MI, declared August 2, 2018. Disaster recovery work for which federal funds have been approved is subject to completion by these deadlines:

Emergency Work (Categories A & B)	February 2, 2019
Permanent Work (All Other Categories)	February 2, 2020

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 May 24, 2019**. If this requirement is not met, this grant agreement will be invalid after May 24, 2019, unless a prior written exception is provided by the Michigan 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 Ms. Tiffany Vedder, State Public Assistance Officer, at 517-284-3944 or VedderT@michigan.gov.

Sincerely,

Capt. Emmitt McGowan, Commander
Deputy State Director, Emergency Management
and Homeland Security

Enclosures

Michigan State Police

Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Ironwood	Public Assistance Grant Program	97.036
SUBRECIPIENT TAXPAYER IDENTIFICATION NUMBER (TIN)	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
	053-41060-00	8/2/2018
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
74797663		8/2/2018 8/2/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$25,932.50
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$25,932.50
None on file	Total Amount of Federal Award	\$5,369,956.01
FEDERAL AWARD PROJECT DESCRIPTION		
FEMA-4381-DR-MI, Public Assistance Grant Program		
DETAILS		
The Public Assistance Grant Program provides supplemental disaster grant assistance to government organizations and certain private nonprofit (PNP) organizations for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly-owned facilities, and the facilities of certain PNP organizations.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency, Region V Recovery Division 536 South Clark Street, 6 th Floor Chicago, Illinois 60605	Michigan State Police Emergency Management & Homeland Security Division PO Box 30634 Lansing, Michigan 48909	

State of Michigan Public Assistance Grant Agreement FEMA-4381-DR-MI

CFDA Number: 97.036

This Public Assistance Grant Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and

City of Ironwood
(hereinafter called the Subrecipient)
Public Assistance ID Number 061-36300-00

I. Purpose

The purpose of this grant agreement is to provide supplementary financial assistance for disaster relief in eligible areas within the state, including funds for emergency and permanent work. Eligible costs are outlined in the Federal Emergency Management Agency's (FEMA), Public Assistance Program and Policy Guide, FP-104-009-2, April 2018 (PAPPG).

II. Statutory Authority

The President of the United States declared a disaster for Gogebic, Houghton, and Menominee Counties in Michigan on August 2, 2018, under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This disaster declaration is a result of damage resulting from severe storms, flooding, landslides, and mudslides during the period of June 16-18, 2018.

The Subrecipient agrees to comply with all program requirements in accordance with FEMA guidance including, but not limited to, FEMA's PAPPG (April 2018). The Subrecipient also agrees to comply with regulations, including, but not limited to, the following, as applicable:

A. Administrative Requirements, Cost Principles, and Audit Requirements

1. Public Law 93-288, as amended, *The Robert T. Stafford Disaster Relief and Emergency Assistance Act*, 42 U.S.C., 5121-5207, its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR) and FEMA policy and guidance.
2. 2 CFR, Parts 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
3. 44 CFR, Part 10, *Environmental Considerations*
4. 44 CFR, Part 206, *Federal Disaster Assistance* (including Subparts G, H, and I) *Public Assistance Project Administration, Public Assistance Eligibility, and Public Assistance Insurance Requirements*

Code of Federal Regulations (CFR) documents are located online at <http://www.ecfr.gov>.

B. FEMA Program Guidance

1. FP 104-009-2, Public Assistance Program and Policy Guide (April 2018)
2. Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal (Version 6.1)
3. Public Assistance Alternative Procedures for Direct Administrative Costs (PAAP-DAC)(V1.1)
4. Public Assistance Management Costs Interim Policy (November 2018)

FEMA Public Assistance policy and guidance are located online at <https://www.fema.gov/public-assistance-policy-and-guidance>.

C. Other Federal Regulations

1. National Environmental Policy Act (NEPA)
2. 16 U.S.C. § 3501, Coastal Barrier Resources Act
3. 16 U.S.C. § 470, National Historic Preservation Act
4. 16 U.S.C. § 1531, Endangered Species Act References
5. The Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252)

6. E.O. 11988, Floodplain Management
7. E.O. 11990, Protection of Wetlands
8. E.O. 12612, Federalism
9. E.O. 12898, Environmental Justice
10. E.O. 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction

III. Award Amount and Restrictions

FEMA will determine program eligibility and grant amounts. Federal assistance will be made available, within the limits of funds available from Congressional appropriations for such purposes, in accordance with the Stafford Act, Executive Orders 12148, as amended, and 12673, and applicable regulations found in Title 44 of the Code of Federal Regulations (CFR), and applicable policy and guidance. Federal funds provided under the Stafford Act for Public Assistance will be limited to 75 percent of total eligible costs in the designated area. The federal share is 75 percent of the costs. **Recipient will provide the remaining 25 percent matching funds upon receipt of all required forms and documentation as noted in paragraph IV (B) of this Grant Agreement. Failure to provide all required forms and documentation may result in subrecipient assuming responsibility for the 25 percent cost share.** Reimbursement amounts will be based on approved FEMA Project Worksheets (PW) and are as follows:

PW #	Project Name	PW Amount	Federal Share	State Share
41	City Wide Debris Removal	\$ 14,446.66	\$ 10,835.00	\$ 3,611.67
45	APP CERT – City Wide Road Repairs	\$ 14,245.55	\$ 10,684.16	\$ 3,561.39
61	APP CERT – Emergency Protective Measures	\$ 5,884.45	\$ 4,413.34	\$ 1,471.11
Totals:		\$ 34,576.66	\$ 25,932.50	\$ 8,644.17

In the event that an amendment to the award document is necessary after an award has been made, including, but not limited to, changes to the Project Completion and Certification Report (P.4) or terms and conditions of the grant award, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, and building codes and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary Environmental and Historic Preservation (EHP) review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

Disaster recovery work, for which federal funds have been approved, is subject to completion by these deadlines:

Emergency Work (Categories A & B)	February 2, 2019
Permanent Work (All Other Categories)	February 2, 2020

All time frames are set by regulation; however, if extenuating circumstances or unusual project conditions exist, a time extension may be requested through the Recipient.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. The Subrecipient may be required to supply documentation certifying that it did not reduce non-federal

funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

- B. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 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 (P.4), certifying project expenditures and completion within the grant period
 7. Permits or Waivers. (For projects requiring permits or waivers, including work that requires Michigan Department of Environmental Quality (MDEQ) review, submit either the MDEQ permit that was issued or a written statement or email (waiver) from the Subrecipient's regional MDEQ representative to document the crossing/site does not require a permit.)
 8. Other documents that may be required by federal or state officials.
- C. Comply with the requirements of the Stafford Act and all FEMA Public Assistance policies, including, but not limited to, the Public Assistance Program and Policy Guide (April 2018) and any policy or guidance document not superseded by the PAPPG provided at <https://www.fema.gov/public-assistance-policy-and-guidance>.
- D. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Perform the required financial and compliance audits in accordance with 2 CFR 200, Subpart F, Audit Requirements.
 4. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 CFR 200, §317-326.
- E. Cooperate with the federal government in seeking recovery of funds that are expended in alleviating the damages and suffering caused by this disaster against any party or parties whose intentional acts or omissions caused or contributed to the damage or hardship for which federal assistance is provided pursuant to the Presidential declaration of this disaster.
- F. Quarterly Progress Reports on all large projects (over \$125,500) are also required and must be submitted to the Michigan State Police, Emergency Management and Homeland Security Division each calendar quarter. Deadlines for quarterly report submissions are: January 15, April 15, July 15, and October 15.
- G. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.
- H. The Appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. The Subrecipient must file an appeal with the Recipient within 60 days of receipt of notice of the action or decision being appealed. However, an appeal for a significant net small project overrun must be filed within 60 days of completion of the Subrecipient's last small project.

- I. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

Subrecipient must submit quarterly progress reports to the Recipient on the status of all large projects. Quarterly progress reports are required whether or not expenditures are incurred.

Failure by the Subrecipient to fulfill quarterly reporting requirements as required by the grant may result in the suspension of grant activities until reports are received.

Quarterly progress reports are to be submitted on the EMD-014, Public Assistance Grant Program Project Quarterly Progress Report form, by the 15th of the month following the end of each quarter and should be emailed to ***MSP-EMHSD-DisasterPA@michigan.gov*** or mailed to Michigan State Police, Emergency Management and Homeland Security Division, Attention: Ms. Tiffany Vedder, PO Box 30634, Lansing, Michigan 48909. Reporting periods and due dates for each year are as follows:

Quarterly Report Due Dates	
Performance Period	Due Date
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

VII. Payment Procedures

Reimbursement amounts will be based on approved FEMA Project Worksheets (PW). The maximum amount that can be reimbursed by FEMA is 75 percent of the total eligible costs detailed in the enclosed Project Completion and Certification Report (P.4). The P.4 identifies all approved PWs, as of the generated date on the most recent report, indicating the approved amount and percentage of work completed at the time of the initial inspection. Amendments to this Grant Agreement will be made as additional projects are approved and funds obligated by FEMA. Recipient will notify Subrecipient in writing with any amendments to this agreement.

- A. **Payment for Small Projects (\$125,500 or less)** – The Stafford Act provides for a small project designation, which is a simplified procedure designed to speed payment of disaster assistance funds to

applicants when the cost is below the small project threshold. When the PW estimate of eligible costs for a project is below this threshold, payment of the 75 percent federal share is based on the PW estimate instead of actual costs of the work. In most cases, Recipient will make payment of the full federal share of small projects as promptly as possible after validation and receipt of approved PWs from FEMA. The federal share payment for a small project will not be reduced if all the approved funds are not spent to complete a project. However, failure to complete a small project will require the federal share and state share, if applicable, be refunded. The 25 percent state share for a small project will be processed for payment after Recipient has received all required forms and documentation described in paragraph IV (B) of this grant agreement. Not returning the required forms and documentation may result in Subrecipient's responsibility for the 25 percent cost share. Subrecipients are also required to maintain supporting documentation and proof of payment and provide them at any time upon request of Recipient or FEMA.

- B. **Payment for Large Projects (over \$125,500)** - For large projects that are 100 percent complete at project formulation, the 75 percent federal share and 25 percent state share, if applicable, of the total eligible project estimate will be made as a final payment after the Recipient has received all required forms and documentation described in paragraph IV (B) and as listed in the Project Close-Out Procedures of this Grant Agreement.

For large projects that are at least 50 percent complete, the federal share and state share, if applicable, will be based on actual expenditures by the date of reimbursement submission, as verified by the Recipient. Approved funding will be processed for payment after the Subrecipient has returned the required forms and documentation described in paragraph IV (B) and those listed in the Project Close-Out Procedures of this Grant Agreement. The Subrecipient will also need to submit to Recipient a written request for payment, all required quarterly progress reports, and supporting documentation, including detailed invoices and proof of payment, that 50 percent or more of the estimated project costs have been expended. The remainder of the federal share will be reimbursed upon completion and resubmission of a current P.4 certifying the claimed final project costs, in addition to supplying a listing and detail of all cost documentation. The Recipient will perform a subsequent review to verify actual costs and work completed.

C. **Payment for Administrative/Management Costs**

1. **Direct Administrative Costs (DAC)** - If claiming "traditional" DAC for a specific, eligible PW, Subrecipient must provide actual cost documentation, i.e., cost of compiling damages and cost information, maintaining financial and project records, monitoring project, preparing reimbursement requests and quarterly progress reports.
2. **DAC Pilot Program (PAAP-DAC)** - If Subrecipient will be claiming DAC costs for all projects together in one Category Z PW and participating in FEMA's Alternate Procedures for DAC Pilot Program (PAAP-DAC), a signed agreement with FEMA, binding them to the policy, must be on file. The DAC PW amount is locked in at 5 percent of the total eligible project costs of all Subrecipient's PWs. The 5 percent includes a 1 percent closeout incentive which is held by the Recipient until the PW is submitted to Recipient for closeout or de-obligated if closeout requirements are not met. Recipient may reimburse for PAAP-DAC costs upon Subrecipient's request for reimbursement, not to exceed total actual costs that the Subrecipient incurred for DAC. The Subrecipient is not required to track to which specific PW the DAC claim is related, it only needs to substantiate that it is related to eligible projects. Once the Subrecipient accounts for all eligible DAC, it may use any remaining funds on the DAC PW for other eligible PA activities, with prior approval by FEMA and pursuant to Stafford Act Section 428(e)(1)(D). For more detailed information on the PAAP-DAC go to <https://www.fema.gov/alternative-procedures>.
3. **Management Costs Interim Policy** - The third option for reimbursement of administrative/management costs is FEMA's Public Assistance Management Costs Interim Policy. This option provides a 5 percent cap calculated based on final actual eligible project costs, including Federal and non-Federal cost shares, after insurance and any other reductions. Subrecipient will receive reimbursement for actual reasonable costs not to exceed the 5% calculation and cannot retain excess funds. Management costs related to small projects are funded based on actual costs. Management costs are funded at 100 percent Federal cost share, include both direct and indirect costs, and are obligated on one Category Z project. For more detailed information on FEMA's Management Costs Interim Policy go to <https://www.fema.gov/media-library/assets/documents/90743>

Project Close-Out Procedures:

- A. The Subrecipient is to make a copy of the attached P.4 form and retain it at the work site.
- B. The Recipient will schedule further field review and final inspections as necessary. When final inspections are completed, the balance of eligible funds will be reimbursed.
- C. The Subrecipient will perform the required financial and compliance audits in accordance with 2 CFR 200, Subpart F. All documentation must be retained for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit. If an audit is required, submit a copy of the annual audit report to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909. **For federal audit purposes, the CFDA number of the grant is 97.036 and is titled Public Assistance Grants.** The award is passed through the Recipient from FEMA. The disaster award number is FEMA-4381-DR-MI.
- D. If claiming DAC for a specific, eligible Project Worksheet (PW), the Subrecipient must provide actual cost documentation; i.e., cost of compiling damages and cost information, maintaining financial and project records, monitoring project, preparing reimbursement requests and quarterly progress reports.
- E. If the Subrecipient is participating in the PAAP-DAC, the Recipient may reimburse for DAC costs upon Subrecipient's request for reimbursement not to exceed total actual costs that the Subrecipient incurred for DAC. The Subrecipient is not required to track to which specific PW the DAC claim is related, it only needs to substantiate that it is related to eligible projects.
- F. If the Subrecipient will be reimbursed for administrative/management costs pursuant to the Public Assistance Management Costs Interim Policy, Subrecipient must provide actual cost documentation with the request for reimbursement.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; 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. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant 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, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for approved projects related to this grant agreement appears as an excluded party on the Federal System for Award Management located at <http://www.sam.gov>.

The Subrecipient shall comply with regulation 2 CFR Part 17, Subpart F relating to maintenance of a Drug-Free Workplace (see related certification form contained in this grant agreement package).

The Subrecipient shall comply with regulation 44 CFR Part 18 relating to New Restrictions on Lobbying (see related certification form contained in this grant agreement package).

IX. Construction Requirements

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National

Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

The Subrecipient shall ensure that any work done under this grant complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited Act).

The *Davis-Bacon Act* requires federal agencies to pay workers under contract to them the "prevailing wage" based on the local union wage scale defined by the U.S. Department of Labor. Generally, the provisions of the Davis-Bacon Act do not apply to state or local contracts for work completed using public assistance funds under the Stafford Act. However, the provisions may apply to contracts let by other federal agencies, such as the U.S. Army Corps of Engineers. If a state or local government incorporates prevailing wage rates of the U.S. Department of Labor as part of its normal practice for all contracts, regardless of funding source, then those rates would be eligible.

X. Insurance

In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR, Part 25, Appendix A.

XII. Grant Agreement Period

The effective date of this grant agreement is June 16, 2018, and is in full force and effect from June 16, 2018, until the completion of approved FEMA projects per guidelines stipulated in Section III (Award Amount and Restrictions). This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XIII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIV. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25 percent or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or 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, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of

demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XVI. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's DUNS Number

Printed Name

Title

Signature

Date

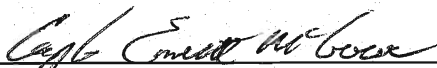
For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander

Printed Name

Deputy State Director, Emergency
Management and Homeland Security

Title



Signature

8-26-19

Date