

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, MARCH 22, 2021

TO BE HELD VIA ZOOM

(Please visit the City website at www.cityofironwood.org or the notice posted at the Memorial Building for Zoom Webinar login instructions.)

5:20 P.M.

1. Call Zoning Board of Appeals to Order.
2. Recording of the Roll.
3. Open Public Hearing.
4. Public Hearing: To hear comment on a variance to Section 34-224 (Prohibited home occupations) to operate a small engine repair business at 110 East Houk Street, Ironwood, MI 49938.
5. Close Public Hearing.
6. Consider action on variance request to operate a small engine repair business located at 110 E. Houk Street, Ironwood, MI 49938.
7. Adjourn Zoning Board of Appeals.

5:25 P.M.

1. Call Public Hearing to Order.
2. Recording of the Roll.
3. Public Hearing: To receive public comment on the Trust Fund Grant Application being submitted to the Michigan Department of Natural Resources. The grant application is for the development of “Krznarich Little League Fields Playground”.
4. Close Public Hearing.



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



A. Regular Meeting Called to Order.
Pledge of Allegiance.

B. Recording of the Roll.

C. Approval of the Consent Agenda.*

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

*1) Approval of Minutes – Regular City Commission Meeting of March 8, 2021.

*2) Review and Place on File:

a. Ironwood City Commission Work Session Minutes February 22, 2021 and March 8, 2021.

b. Ironwood Housing Commission Meeting Minutes of March 9, 2021.

*3) Receive and Place on File:

a. Petition Regarding Tula Toilet's Location on U.S. Highway 2.

D. Approval of the Agenda

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

F. Approval of Monthly Check Register Report.

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

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

I. UPATE: COVID-19 Response.

J. PRESENTATION: IPSD Director, Andrew DiGiorgio: Recognition of Meritorious Conduct Award to Public Safety Officer Michael Rimkus and Recognition of Life Save Award to Public Safety Officers Andrew Leiphart and Paul Rickard.

OLD BUSINESS

K. Discuss and consider adopting Ordinance No. 530, Book 5, an Ordinance to amend Sections 34-133, 34-153, 34-173, and 34-2, permitted uses by conditional use permit, Chapter 34, Zoning, of the Code of Ordinances, City of Ironwood, Michigan.

L. Discuss and Consider awarding bid to P.K. Contracting, Inc. for the 2021 Street Pavement Markings in the amount of \$31,884.50.

- M. Discuss and Consider awarding bid to Stratford Sign Co. for the construction of two entrance monument signs to be located on both the east end and west end of U.S. Highway 2.
- N. Discuss and Consider adopting Resolution #021-008 to apply for a Michigan Department of Natural Resources Trust Fund Grant (MDNR) for the development of “Krznarich Little League Fields Playground”.
- O. Discuss and Consider approving City Commission Goals for Fiscal Year 2021-2022.

NEW BUSINESS

- P. Discuss and consider approving Resolution #021-009, a Resolution declaring a local State of Emergency for the purpose of permitting the City Commission and other public bodies of the City to meet by Electronic and Telephonic Means.
- Q. Discuss and consider authorizing bids for the purchase and installment of new fire hydrants for the Water Utilities Distribution System, replacing 21 aged fire hydrants.
- R. Discuss and Consider adopting Resolution 021-010 scheduling a Public Hearing on Monday April 12, 2021 at 5:25 P.M. to hear comment on a blight violation of Cory and Cynthia Sandy at 39 Newport Heights S. (52-24-178-240)
- S. Discuss and Consider approving dedication of an easement to Xcel Energy to bury the existing overhead power lines at Norrie Park.
- T. Discuss and Consider approving renewal of subrecipient agreement between the City of Ironwood and Northern Great Lakes Initiatives for Michigan CDBG Program.
- U. Manager’s Report.
- V. Other Matters.
- W. Adjournment.

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

To: Zoning Board of Appeals

From: Tom Bergman, Community Development Director

Date: March 16, 2021

Meeting Date: March 22, 2021

Re: 2021-001 Variance request for 110 East Houk Street

Request

Before the Board is a request to operate a small engine repair business out of the garage at 110 East Houk St. The property is Zoned R-1 Single Family Residential District. There is one variance that will be required in order to grant this request. It is explained below.

Variance: Section 34-224 (1) of the Zoning Ordinance states: The following are prohibited as home occupations: g. Small engine repair, parts, sales.

Per Section 34-285(6)(c) A use variance, which applies to the variance request listed, may be allowed by the ZBA only in cases where there is reasonable evidence of unnecessary hardship in the official record of the hearing and 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:

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.



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



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

This is a unique request for the Zoning Board of Appeals. We seldom get use variances. The majority of the cases are related to the physical features of a site. In a use variance the applicant is requesting to participate in a use that is outside the scope of the district. Proving an unnecessary hardship is difficult because the applicant has the option to locate in a district that allows the use (for example, Downtown or Highway Commercial).

According to the rules of the Zoning Board of Appeals, this would be a situation where the applicant should be denied the variance. The applicant's hardship is self-imposed. He could locate in a different district. With that said, after many conversations with the applicant it sounds like he has tried to find other locations that are within his budget to start his business, but hasn't had any success. The ZBA has the ability to put conditions on any variance. If the ZBA decides to grant the request, they may wish to put a time limit on the variance. This would allow the applicant to get his business established and continue to look for a new location that complies with the 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 **Grant/Deny** variance to Section 34-224 (1) of the Zoning Ordinance allowing a small engine repair shop in the residential district.

**City of Ironwood
Municipal Zoning Application**

Case No.

Date Filed: _____

Type of Request:

Zoning Board of Appeals

Appeal (\$300.00)

Residential Variance (\$300.00 Fee)

Non-Residential Variance (\$350.00 Fee)

City Commission

Vacate Right-of-Way (\$300.00 Fee)

Vacate Plat/Subdivision (\$300.00 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 (\$100.00 Fee) Zoning Text Amendment (\$300.00 Fee)

Administrative Staff Review

Administrative Approval (Towers) (\$250.00 Fee)

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

Address of property: 110 East Houk Street

Parcel Number(s) and Legal Description: 2752-22-455-180

Area of Parcel(s) (Acres): _____

Current Zoning: 401 residential

Proposed Zoning: _____

Is the request consistent with the Comprehensive Plan? _____

Description of Request I want to open a small engine repair shop in my garage because I have exhausted all of my other options including any commercial locations as they aren't currently available

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: Ed and Annette Armata
Address: 110 East Houk Street
Email: _____
Phone: (906) 932-2146 Fax: () - _____
Signature: Ed Armata & Annette Armata Date: 1/26/2021

Applicant Information (If different than Property Owner)

Name: Christopher Armata
Address: 110 East Houk Street
Email: cabeaker@yahoo.com
Phone: (906) 285-3685 Fax: () - _____
Signature: Chris Armata Date: _____

A Pre-Application meeting is required. Please contact staff at 906-932-5050 x 126 or a representative of the Planning Department 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.

2020 BOARD OF REVIEW DECISION

<p>FROM</p> <p>DENNIS HEWITT ASSESSOR CITY OF IRONWOOD 213 S MARQUETTE ST IRONWOOD MI 49938</p>	
<p>NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:</p> <p>ARMATA, EDWARD W & ANNETTE 110 E HOUK ST IRONWOOD MI 49938</p>	<p>PROPERTY IDENTIFICATION: (Parcel Code required. Property address and legal description optional):</p> <p>2752-22-455-180 110 E HOUK ST</p> <p>THAT PT OF S 1/2 OF SE 1/4 SEC 22-47-47 BEG AT A PT ON S BDRY OF SD SUB-DIV 646.1 FT ELY FR THE SW COR & TH N'LY 100 FT TO POB TH N'LY 270 FT TH E'LY 73.9 FT TH S'LY 270 FT TH W'LY 73.9 FT TO PT OF BEG ACREAGE PARCEL TWO: THAT PART OF THE SW 1/4 OF THE SE 1/4, SECTION 22, T47N, R47W, CITY OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN; COMMENCING AT THE QUARTER CORNER CO</p>
<p>THIS PROPERTY IS CLASSIFIED 401 (RESIDENTIAL)</p>	

Thank you for attending this years March Board of Review. The Board has reviewed the information you supplied and the data necessary to compute your assessment and taxable value.

The Board has completed their review of parcel number 2752-22-455-180

They have made the following determination based on the information you supplied.

Board of Review Comments

VET EXEMPTION GRANTED 2020

2020 ORIGINAL ASSESSED VALUE	49,520
2020 "BOARD OF REVIEW" ASSESSED VALUE	0
(If the above amounts are the same, no revisions have occurred)	
2020 ORIGINAL TAXABLE VALUE	41,342
2020 "BOARD OF REVIEW" TAXABLE VALUE	0
2020 PRINCIPAL RESIDENCE EXEMPTION/QUALIFIED AG	100.0000

Please feel free to contact the assessor at the address listed above or call if you have any questions.

"Effective March 1, 2013, the Tribunal is no longer able to accept Small Claims letter appeals. Rather, you are required to file a petition to initiate a new Small Claims appeal. Petition forms are available on this website."

<http://www.michigan.gov/taxtrib/0,4677,7-187-38254--,00.html>

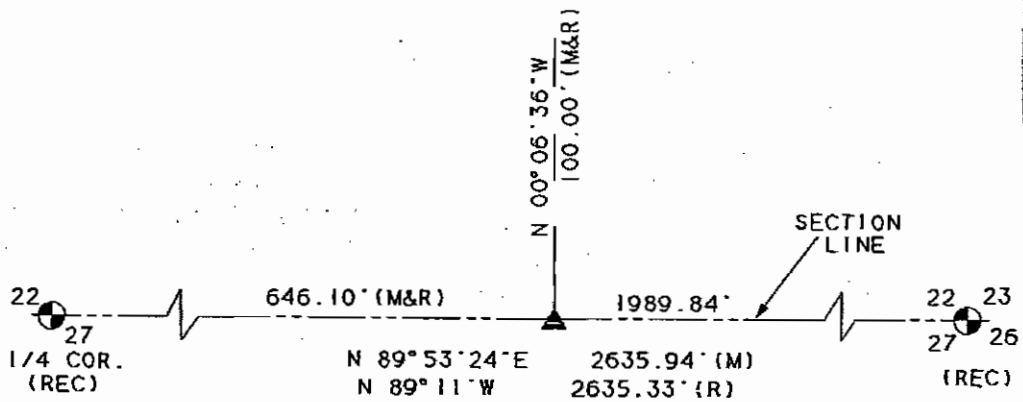
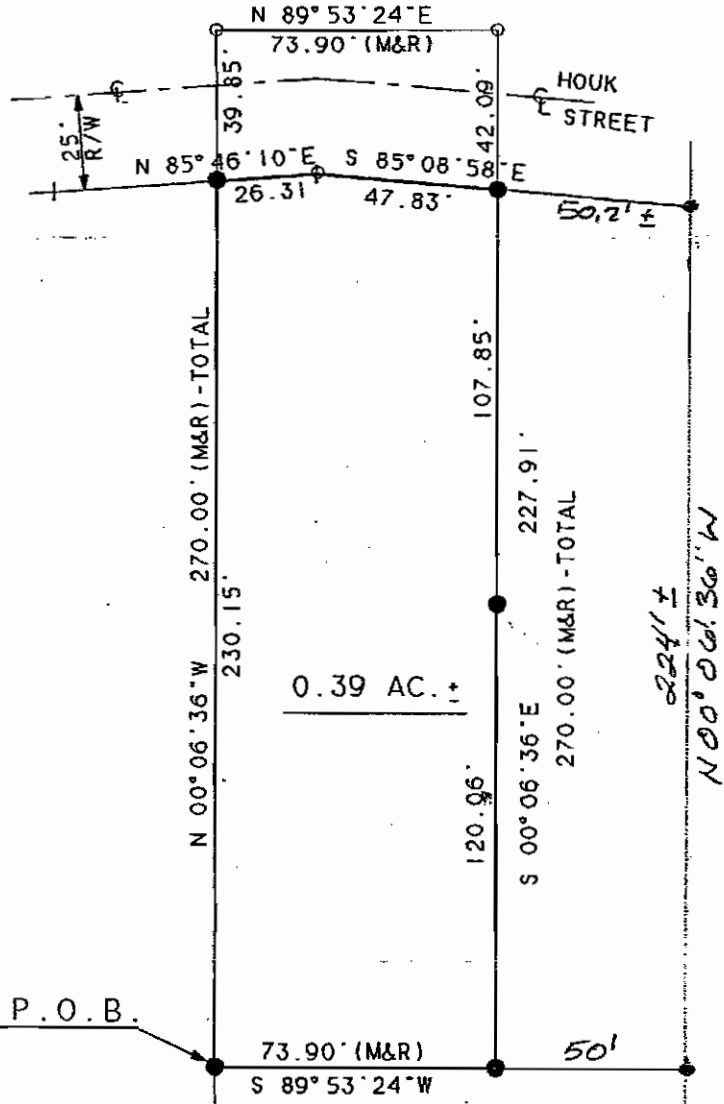
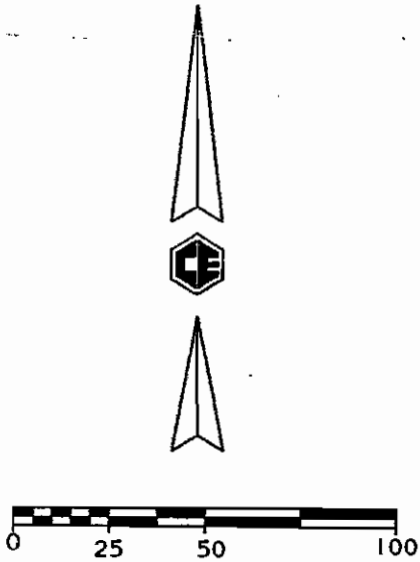
22-455 180

PREPARED FOR:

MR. EDWARD ARMATA
110 HOUK STREET
IRONWOOD, MICHIGAN 49938

CERTIFIED SURVEY MAP

THAT PART OF LOT 39 OF THE UNRECORDED PLAT
OF NORRIE LANDS. BEING PART OF THE S.W. 1/4.
OF THE S.E. 1/4. SECTION 22. T 47 N. R 47 W.
CITY OF IRONWOOD. GOGEBIC COUNTY. MICHIGAN



REVISIONS

February 12, 2021

This is Chris Armata, what my small engine repair business will consist of is the repair and general maintenance of gas weed eaters, snowblowers, riding lawn mowers, push and self propelled mowers and other small engine equipment like generators, compactors and other equipment like that. From simple oil changes and general maintenance to engine rebuilding if needed and wanted. My parents garage is 65 feet from the road way. My hours of operation will be 8-5 Monday thru Friday. I'll do free pick up and deliver within a 10 mile radius but customers are also welcome to drop off and pick up there items also. I'll also have my phone number available if someone needs to call me during my off hours or on the weekends to set up an appointment. For my waste oil and other fluids I have a extractor that'll hold 2.3 gallons so once that's full I'll refill my empty gallon oil containers and either bring them to C&M in Bessemer or the transfer station to dispose of them properly. Lastly, I want to add that if my variance goes through I'll be adding a industrial exhaust fan and a commercial garage heater and there's a toilet and wash sink in the basement if needed and will be accessible to my customers.

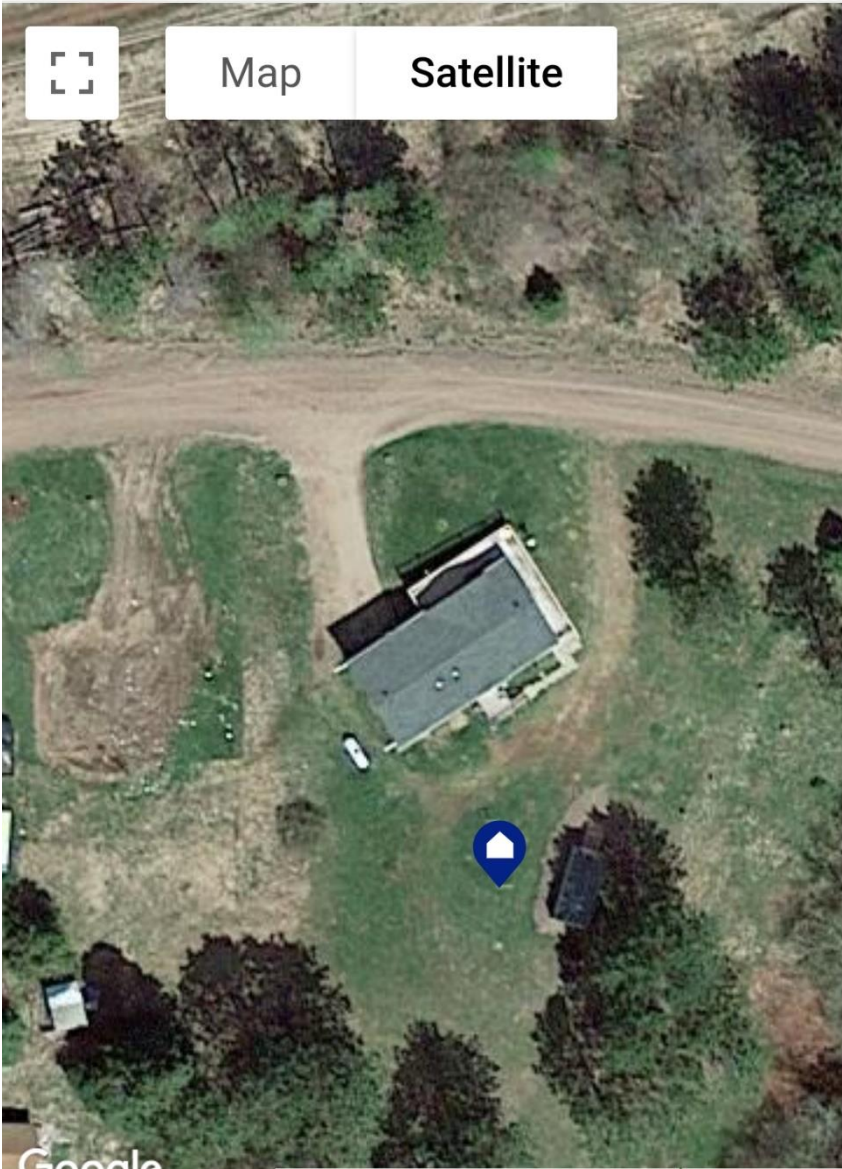
Chris Armata







Map Schools Cri Heart Share Close



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

March 2, 2021

Current Property Owner and/or Current Property Occupant

Re: Variance Request for 110 East Houk 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, March 22, 2021 beginning at 5:20 P.M., via Zoom Meeting. Zoning meeting instructions are available at www.cityofironwood.org

The purpose of the hearing is to hear comment on a variance to Section 34-224 (Prohibited home occupations) to operate a small engine repair business at 110 East Houk 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 Planning Commission, 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 and will be provided via email at bergmant@cityofironwood.org. A hard copy will be available in the City of Ironwood Clerk's Office.

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



RIBICH, HEATHER
200 E PINE ST
IRONWOOD, MI 49938

MCQUIGGAN, BERNARD F
E6320 S. BLACK RIVER RD
IRONWOOD, MI 49938

ZANI,LAWRENCE & PATRICIA
301 PEGGY LN
ROTHSCHILD, WI 54474-1762

BECKMANN, LANCE & JENNIFER
MUTH
1100 WASHINGTON ST
IRONWOOD, MI 49938

MORRIS, MICHAEL
106 E. HOUK ST.
IRONWOOD, MI 49938

KARPINEN JAMES & MARGARET
509 YORKTOWN RD
DE FOREST, WI 53532

GREGORY, JAMES & RUTH
11090 N US HWY 51
HURLEY, WI 54534

ELLEN, LINDA & DEWEY
ISAACSON TRUST
P.O. BOX 453
IRONWOOD, MI 49938

PETERSON, MIRIAM
10809 W LOLA DR
SUN CITY, AZ 85373

MORRIS, MICHAEL
106 E HOUK ST
IRONWOOD, MI 49938

JACK HERRONEN TRUST
P.O. BOX 12
IRONWOOD, MI 49938

ARMATA, EDWARD W & ANNETTE
110 E HOUK ST
IRONWOOD, MI 49938

GOGEBIC COUNTY LAND BANK
AUTHORITY
200 N MOORE ST
BESSEMER, MI 49911

SEIFERI, PETER & KARI STRAND
115 W PINE ST
IRONWOOD, MI 49938

RUUTTILA-OLSON, SARAH
104 E OAK ST
IRONWOOD, MI 49938

COLONIAL IMPACT FUND II, LLC
520 SILICON DR, STE 110
SOUTHLAKE, TX 76092

ABRAMSON, JAMES
123 E PINE ST
IRONWOOD, MI 49938

KARPINEN, JAMES
M14609 BRAHMSTEAD RD
PARK FALLS, WI 54552

CAPPS, GALE
115 E PINE ST
IRONWOOD, MI 49938

Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held via Zoom on Monday, March 8, 2021 at 5:30 P.M.

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

Mayor Burchell addressed the City Commission to ask that Commissioner Semo be excused from tonight's meeting.

***Motion** was made by Mildren, seconded by Cayer to excuse Commissioner Semo from tonight's meeting. Unanimously passed by roll call vote.*

B. Recording of the Roll.

The following members who were in attendance indicated the physical location from which they were remotely participating in the meeting were as follows: Commissioner Cayer (City of Ironwood, Gogebic County, State of Michigan), Commissioner Corcoran (City of Ironwood, Gogebic County, State of Michigan), Commissioner Mildren (City of Ironwood, Gogebic County, State of Michigan), and Mayor Burchell (City of Ironwood, Gogebic County, State of Michigan). Absent: Commissioner Semo.

PRESENT: Commissioner Cayer, Corcoran, Mildren, and Mayor Burchell.

ABSENT: Commissioner Semo.

C. Approval of the Consent Agenda.*

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

*2) Review and Place on File:

a. Pat O'Donnell Civic Center Meeting Minutes of February 1, 2021 and March 1, 2021.

b. Park and Recreation Committee Meeting Minutes of January 4, 2021.

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

D. Approval of the Agenda

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

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

There none.

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

Kevin Benner, of 15 Newport Heights addressed the City Commission regarding the neighborhood's concerns about the blight located at 39 Newport Heights. He stated that many organizations have been contacted about this property from animal control to adult issues. He also felt the values of homes in the Ironwood area were finally going up and others in his neighborhood do not want to invest any more money because they feel their property will depreciate due to the disrepair and blight at this address. Additional comments were received.

City Manager Erickson addressed the City Commission stating he will work with the Code Enforcement Officer and get back to Mr. Benner regarding this matter.

G. UPDATE: COVID-19 Response.

Finance Director Paul Linn noted that the Michigan Municipal League gave an update today regarding the Senate's approval of the American Rescue Plan, which includes direct funding to local governments. While the amount to be received by the City of Ironwood is unknown at this time, it appears that 50% of the funding will be received in 2021, with the remaining 50% to be received in 2022. He further noted that the Department of Treasury will be issuing guidance on the eligible uses of these funds.

Community Development Director Tom Bergman is waiting to see what the package will be for small businesses in our area. He noted the paycheck protection program was still available for small businesses.

Public Safety Director Andrew DiGiorgio stated there has been a decrease in COVID-19 cases and his department has been busy working with our local Health Department to get out more vaccines. He noted there is a shot clinic scheduled at the Memorial Building on Friday for upwards of 600 shots.

City Manager Erickson stated virtual meetings will go until the end of March, unless there is an emergency order extending them. At the next meeting, the City Commission will have to decide if they would like to continue to hold meetings virtual or in person.

OLD BUSINESS

H. Discuss and Consider approving Civic Center Board recommendation for the purchase of new concession area furnishings at the Pat O'Donnell Civic Center.

Motion was made by Mildren, seconded by Cayer to approve the Civic Center Board recommendation for the purchase of new concession area furnishings for the Pat O'Donnell Civic Center from Webstaurantstore.com in the amount of \$16,910.72. Unanimously passed by roll call vote.

NEW BUSINESS

- I. Discuss and consider introduction of Ordinance 530, Book 5, an Ordinance to amend Sections 34-133, 34-153, 34-173, and 34-2, permitted uses by conditional use permit, Chapter 34, Zoning, of the Code of Ordinances, City of Ironwood, Michigan and schedule a public hearing for Monday, March 22, 2021 at 5:25 P.M.

***Motion** was made by Corcoran, seconded by Mildren to approve to introduce Resolution #021-007 a Resolution adopting the Ironwood Zoning Ordinance Amendment, introduce Ordinance 530, Book 5, an Ordinance to amend Sections 34-133, 34-153, 34-173, and 34-2, permitted uses by conditional use permit, Chapter 34, Zoning, of the Code of Ordinances, City of Ironwood, Michigan, and place it on the next regular City Commission agenda on Monday, March 22, 2021 for approval.*

ROLL CALL:

Yes (3): Commissioner Corcoran, Mildren, and Mayor Burchell.

No (1): Commissioner Cayer.

***Motion** carried on a 3 to 1 vote.*

- J. Discuss and consider adopting Resolution #021-004 for Michigan Department of Natural Resources Trust Fund Grant Agreement for the Southern Beltline Trail Acquisition Phase 2.

***Motion** was made by Mildren, seconded by Cayer to adopt Resolution #021-004 for Michigan Department of Natural Resources Trust Fund Grant Agreement for the Southern Beltline Trail Acquisition Phase 2. Unanimously passed by roll call vote.*

- K. Discuss and consider approving quote for repair of generator motor at the Municipal Pump Station.

***Motion** was made by Mildren, seconded by Corcoran to approve the quote for repair of the generator motor by Interstate Power Systems in the amount of \$17,372.60. Unanimously passed by roll call vote.*

- L. Discuss and consider authorizing bids for patching and painting of Memorial Building Gymnasium.

***Motion** was made by Corcoran, seconded by Cayer to authorize bids for patching and painting of the Memorial Building Gymnasium. Unanimously passed by roll call vote.*

- M. Manager's Report.

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

*Road weight restrictions went on effective 3/7/2021.

*Frost has been causing some water breaks. The DPW did a great job recently and found the

mystery leak.

*Several projects are out for bid such as the 2021 Sewer Project, Pavement Markings, US2 Entrance Signs, Miners' Memorial Heritage Park Mountain Bike Trail & Parking Lot, along with the tuck pointing at the Memorial Building and Cemetery Mausoleum.

*City Manager Erickson received a petition of several neighbors regarding the Tula Toilets on the highway requesting that they be removed. He noted notices have been sent and the next step will be to work with the City Attorney in civil court for enforcement.

*City will be meeting with the insurance company regarding the final walk through for the Pat O'Donnell Civic Center.

N. Other Matters.

Commissioner Cayer thanked DPW Supervisor Bob Richards and his crew for filling the potholes and fixing all the water breaks.

Commissioner Mildren asked everyone to stay tuned for the grand opening of the Pat O'Donnell Civic Center. He also thanked Peg Sandin for teaching people to become artists during the First Friday event on 3/5/2021.

Commissioner Corcoran appreciates everyone's hard work in making the water treatment plant a reality.

Mayor Burchell stated we have a great community, Team Z and the many wonderful volunteers for hosting the two (2) races. It was nice to see the support from the Mukavitz family during the MukUp race which honored their friend and businessman Tony Mukavitz. Additional comments were received.

O. Adjournment.

***Motion** was made by Cayer, seconded by Corcoran to adjourn the meeting at 6:23 P.M. Unanimously passed by roll call vote.*

Annette Da Lio-Burchell, Mayor

Karen M. Gullan, City Clerk

Proceedings of the Ironwood City Commission Work Session

A Work Session with the Ironwood City Commission to discuss the City of Ironwood Commission Goals for the 2021-2022 fiscal year budget took place on Monday, February 22, 2021, at 4:45 P.M. via zoom.

PRESENT: Commissioners Corcoran, Cayer, Mildren, Semo, and Mayor Burchell.

ABSENT: None.

OTHERS PRESENT: City Manager Scott Erickson, Finance Director/Treasurer Paul Linn, City Clerk Karen Gullan, Public Safety Director Andrew DiGiorgio, Utilities Manager Bob Tervonen, Assessor/Code Enforcement Officer Jason Alonen, DPW Supervisor Bob Richards, Community Development Assistant Tim Erickson and Community Development Director Tom Bergman.

Finance Director Paul Linn reviewed with the City Commission the 2021-2022 budget schedule.

City Manager Erickson then reviewed last year's goals with the City Commission and provided a status update on each of them. He then opened the discussion, asking the Commissioners to provide their goals for the 2021-2022 fiscal year budget. The following list was created:

- Mt. Zion water tank mixer
- Memorial Building improvements
 - Add kitchen/catering facility near auditorium
 - Improve Memorial Building gymnasium
 - Tuck pointing
- Employment and business development
 - Develop a co-work space
 - Develop a business incubator
 - Help improve a skilled labor force for existing businesses
- Continuation of community events (once safe to gather)
 - Scheduling/communication with event organizers
- Increase downtown public parking
- Support the development of a community foundation to stimulate funding
- Finalize development of City sidewalk policy
- Continue way-finding signage
- Diversification of housing
 - Update and implement new housing market analysis for City
- Finish installing ornamental street lights on Business Route 2
 - North from Arch Street to US-2

- Meet with various State agencies annually

- Continue development of Riverwalk project
- Continue code enforcement/blight effort
- Historic neighborhood signage
 - Choose a neighborhood to get this effort started
- Explore new, safe ways to cross US-2
 - Communicate/coordinate with MDOT
- Continue local façade program
- Improve GCC parking lot next to Civic Center

Further discussion of this matter took place.

The work session adjourned at 5:30 p.m.

Karen M. Gullan, City Clerk

Proceedings of the Ironwood City Commission Work Session

A Work Session with the Ironwood City Commission to discuss the City of Ironwood Commission Goals for the 2021-2022 fiscal year budget took place on Monday, March 8, 2021, at 4:45 P.M. via zoom.

PRESENT: Commissioners Corcoran, Cayer, Mildren, and Mayor Burchell.

ABSENT: Commissioner Semo.

OTHERS PRESENT: City Manager Scott Erickson, Finance Director/Treasurer Paul Linn, City Clerk Karen Gullan, Public Safety Director Andrew DiGiorgio, Utilities Manager Bob Tervonen, Assessor/Code Enforcement Officer Jason Alonen, DPW Supervisor Bob Richards, Community Development Assistant Tim Erickson and Community Development Director Tom Bergman.

Finance Director Paul Linn reviewed with the City Commission the current budget schedule. He presented an Excel Spreadsheet of their goals and how each of them scored. Mr. Linn then gave them a summarized view of their goals and a discussion took place. The top five (5) goals were as follows:

- 1) New water treatment facility (pump station upgrades)
- 2) Continue with code enforcement/blight efforts.
- 3) Mt. Zion water tank mixer
- 4) Employment and business development
- 5) Diversification of Housing and Memorial Building improvements

Commissioner Mildren after a brief discussion felt the safe crossing on US-2 was a high priority and asked that his ranking for that item be changed accordingly.

Finance Director Paul Linn also reviewed with the City Commission a summary of the City's funds, major revenue sources, and utility rate increases.

Further discussion of this matter took place.

The work session adjourned at 5:26 P.M.

Karen M. Gullan, City Clerk

**IRONWOOD HOUSING COMMISSION
REGULAR MEETING MINUTES
MARCH 9, 2021
PIONEER PARK APARTMENT – COMMUNITY ROOM
515 E. VAUGHN STREET – IRONWOOD, MI. 49938**

The regular meeting of the Ironwood Housing Commission was held on March 9, 2021 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, MI. 49938.

Present: Annabelle O'Brien
Anne Davey
Jim Peterson
Pat Nicksich

Absent: Adrienne Chase

1. Call to Order

The meeting was called to order by President Annabelle O'Brien. Followed by the Pledge of Allegiance.

2. Minutes of February 9, 2021 Meeting

Motion by Peterson, Seconded by Nicksich, Unanimously approved through roll call vote to approve minutes of the February 9, 2021 Meeting.

3. Old Business – None

4. New Business

4.1.1 Introduction of new Board Member

The Director introduced to our Board of Commissioners the Ironwood Housing Commissions newly appointed Board member Jim Peterson.

5. Consent Agenda – “Information Only”

A – Current Vacancy Report – “None”

B – Account A/R Balance Report as of February 23, 2021

C – MERS-Statement of Fiduciary Net Position year ending 12/31/2020

D – Bank Account Reconciliation Report as of January 31, 2021

E – Supplementary Stmt. of Income & Expense as of January 31, 2021

F – Month End reports for month ending January 31, 2021

The Director provided information to the Board of Commissioners on the current Vacancy Report, the current A/R balance report as of February 23, 2021, the MERS Quarterly Statement of Fiduciary Net Position for the year ended 12/31/2020, the Bank Account Reconciliation report as of January 31, 2021, the Supplementary Statement of Income & Expense as of January 31, 2021. This report included Revenue to Date, Expense to Date and the total unrestricted Net Position as of January 31, 2021, the month end reports for the month ending January 31, 2021. This report includes financial statements, Journal register and the General ledger for the month ending January 31, 2021.

6. Disbursements of Checks 20961 – 20986

Motion by Nicksich, Seconded by Davey, Unanimously approved through roll call vote to approve the Disbursements of Checks 20961-20986.

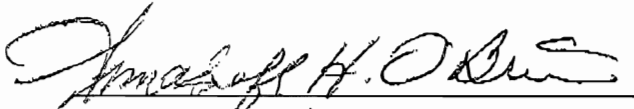
7. Commissioner Comments

Nicksich commented on the Ironwood Housing Commissions Commissioner’s Handbook that it needs to be updated so it coincides with our By-Laws.

8. Public Comments

9. Adjournment

Motion by Peterson, Seconded by Nicksich, Unanimously approved through roll call vote to adjourn the meeting. The meeting adjourned at 4:29 p.m.



President / Vice-President



Executive Director / Secretary

3-8-2021

Subj: Tula Toilets



We the Petitioners would like this petition, be presented to the Ironwood City Commission by the City Manager under the Managers report, also would like the Ironwood City Commission to accept it and place it on file.

Sincerely

The Petitioners

Petition to [action]

Petition summary and background	The smell, unsightly to locals and travelers passing through our City, Violation of City Ordinance
	We, the undersigned, are concerned citizens who urge our leaders of the City of Ironwood, to act now on the REMOVAL of TULA TOILET'S from 500 West Cloverland, Ironwood Michigan

Printed Name	Signature	Address	Comment	Date
Jim Peterson	<i>Jim Peterson</i>	357 W. MIDLAND AVE	Remove	3-2-21
Becky Skowronski	<i>Becky Skowronski</i>	514 W. Cloverland Dr	Remove	3-2-21
Dorine Kessler	<i>Dorine Kessler</i>	360 W. Midland Ave	Remove	3-2-21
Lori Kessler	<i>Lori Kessler</i>	360 W. Midland Ave	Remove	3-2-21
Linda Prista	<i>Linda Prista</i>	401 W. Midland	Remove	3-2-21
Michelle Skoorn	<i>Michelle G. Skoorn</i>	359 W Southland	Remove	3-2-21
David Geary	<i>David Geary</i>	505 W Southland	Remove	3-2-21
STEPHEN HARMAN	<i>Stephen Harman</i>	503 W. Cloverland Dr.	Remove	3-2-21
Albert Re	<i>Albert Re</i>	1100 Scorpion	Remove	3-2-21
TOM A DeCARO	<i>Tom A. DeCaro</i>	510 W. SOUTHCLAND AVE	REMOVE	3-2-21
Darlene Keranen	<i>Darlene Keranen</i>	358 W. Midland Ave	Remove	3-2-21
Ronald Keranen	<i>Ronald Keranen</i>	358 W. Midland Ave	Remove	3-2-21



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

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

IRONWOOD

MICHIGAN | *Find Your North*

SUMMARY OF FEBRUARY 2021 FINANCIAL REPORTS

The Revenue and Expenditure Report and the Cash and Investment Summary Report are included in the agenda packet for March 22, 2021. Following is a summary of each report.

Revenue and Expenditure Report

As of February 28, 2021, we are approximately 67% through our current fiscal year. The revenues and expenditures of most funds are in-line with this benchmark. Major Funds with large variations from the 67% benchmark (and applicable reasoning) are as follows:

1. Major and Local Street Funds: Expenditures at approximately 50% - We have a large amount budgeted for street construction and maintenance. This activity will pick up in the spring. Winter maintenance and snow hauling expenditures are less than normal due to below average snowfall.
2. Neighborhood Enhancement Program: This is a new special revenue fund to account for the activity of a neighborhood enhancement grant program. It is funded by a State of MI grant, homeowner match, and \$1,000 committed by the City.
3. Equipment Fund: Expenditures at 50% - Most of the activity occurs during the winter months, which has picked up the past few months. However, the winter plowing and snow hauling activity is less than normal due to below average snowfall.
4. Water Fund: Expenditures at 54% - We have a large amount budgeted for service line replacement, which is required by the State of Michigan. This effort has begun and will continue in the spring. We have also submitted grant applications to help fund this work.

Cash and Investment Summary Report

The Cash and Investment Summary Report shows the activity for the month of February, sorted by fund. Notable items are as follows:

1. General Fund – Fire Insurance Trust: Account balance increased due to receiving fire insurance withholding for the fire at 101 S. Suffolk Street. These funds are held in trust and forwarded to the property owner once remediation of the damaged property is complete.
2. Neighborhood Enhancement Program: This is a new account established for tracking funds associated with the new grant program. Funds received to-date represent the grant match from one of the homeowners.



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



GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 101 - GENERAL FUND					
Revenues					
101-000.000-403.000	CURRENT PROPERTY TAXES	1,800,000.00	1,200,000.00		66.67
101-000.000-410.000	PERSONAL PROPERTY TAX	5,000.00	0.00		0.00
101-000.000-426.000	PAYMENTS IN LIEU OF TAXES	7,000.00	0.00		0.00
101-000.000-448.000	COLLECTION FEES	72,000.00	101,050.90		140.35
101-000.000-448.002	SCHOOL TAX COL FEES	12,000.00	13,008.64		108.41
101-000.000-448.003	GOISD TAX COL FEES	3,000.00	3,078.00		102.60
101-000.000-451.000	BUSINESS LICENSES AND PERMITS	10,000.00	10,920.00		109.20
101-000.000-467.000	CABLE TV FRANCHISE FEE	52,000.00	26,642.60		51.24
101-000.000-477.000	RENTAL REGISTRATION FEES	500.00	30.00		6.00
101-000.000-478.000	MARIHUANA LICENSE/APPLICATION FEES	0.00	24,000.00		100.00
101-000.000-499.000	PUBLIC SAFETY REVENUES	45,000.00	45,056.56		100.13
101-000.000-499.001	SALVAGE REVENUES	10,000.00	2,807.00		28.07
101-000.000-528.000	OTHER FEDERAL GRANTS	19,000.00	193,448.00		1,018.15
101-000.000-530.000	FEDERAL GRANTS	1,343,000.00	950,031.16		70.74
101-000.000-532.000	STATE GRANTS	278,000.00	0.00		0.00
101-000.000-533.000	MMRMA GRANTS	6,000.00	0.00		0.00
101-000.000-534.000	GRANTS - OTHER	9,500.00	5,000.00		52.63
101-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	5,000.00	26,133.86		522.68
101-000.000-575.000	SALES & USE TAX-STATE	665,000.00	519,909.00		78.18
101-000.000-577.000	LIQOUR LICENSES	6,000.00	5,940.55		99.01
101-000.000-612.000	ZONING APPLICATION FEE	1,000.00	2,750.00		275.00
101-000.000-614.000	OTHER CHARGES/FEES	0.00	183.70		100.00
101-000.000-617.000	DEED PREPARATION FEES	1,000.00	0.00		0.00
101-000.000-619.000	MISC REC PENALTY FEE	0.00	135.33		100.00
101-000.000-625.000	BLDG INSPECTION PERMITS	7,000.00	4,800.00		68.57
101-000.000-633.000	ADMINISTRATION-WATER & SEWER	72,000.00	48,000.00		66.67
101-000.000-634.000	ADMINISTRATION-EQUIPMENT FUND	12,000.00	8,000.00		66.67
101-000.000-635.000	ADMINISTRATION-STREET FUNDS	18,000.00	12,000.00		66.67
101-000.000-636.000	MARKETING FEES - ITC	20,000.00	10,966.54		54.83
101-000.000-637.000	IWD HOUSING COMM ADMIN FEE	3,500.00	4,008.98		114.54
101-000.000-640.000	TAX/ASSESS REVENUES	1,000.00	2,110.00		211.00
101-000.000-642.001	ORDINANCE VIOLATION FEE	6,000.00	10,182.85		169.71
101-000.000-651.000	USE AND ADMISSION FEES	3,200.00	1,318.00		41.19
101-000.000-651.005	DEPOT PARK FEES	200.00	50.00		25.00
101-000.000-651.006	NORRIE PARK PAVILLION RENT FEES	100.00	25.00		25.00
101-000.000-652.000	CURRY PARK FEES	15,000.00	12,954.00		86.36
101-000.000-664.000	INTEREST AND DIVIDENDS	50,000.00	37,702.86		75.41
101-000.000-667.000	RENTAL INCOME - AUDITORIUM	2,000.00	800.00		40.00
101-000.000-668.000	RENTS-MEMORIAL BUILDING	71,200.00	50,242.67		70.57
101-000.000-670.000	RENTS GARAGE	81,000.00	54,000.00		66.67
101-000.000-671.000	RENTS OTHER CITY PROPERTY	5,300.00	903.00		17.04
101-000.000-673.000	SALES OF FIXED ASSETS	0.00	4,500.00		100.00
101-000.000-674.000	BRANDING MERCHANDISE SALES	1,000.00	215.00		21.50
101-000.000-675.000	CONTRIBUTIONS AND DONATION	0.00	100.00		100.00
101-000.000-675.023	DONATIONS - IRON BELLE TRAIL	4,000.00	7,240.00		181.00
101-000.000-675.024	DONATIONS - MINERS PARK BIKE TRAILS	53,000.00	40,000.00		75.47
101-000.000-689.002	USE OF RESTRICTED FUND BALANC	13,000.00	0.00		0.00
101-000.000-689.003	USE OF ASSIGNED FUND BALANCE	374,000.00	0.00		0.00
101-000.000-689.005	USE OF COMMITTED FUND BALANCE	586,000.00	0.00		0.00
101-000.000-690.000	REFUND AND REBATES-INSURANCE	0.00	79,163.00		100.00
101-000.000-692.000	MISCELLANEOUS INCOME	0.00	2,456.32		100.00
101-000.000-692.002	HUNTING REGISTRATION	500.00	120.00		24.00
101-000.000-694.000	CASH OVER/SHORT	0.00	80.00		100.00
TOTAL REVENUES		5,749,000.00	3,522,063.52		61.26

Expenditures

101.000	CITY COMMISSION	43,000.00	30,659.46		71.30
172.000	CITY MANAGER	121,000.00	67,614.85		55.88
191.000	ELECTIONS	12,000.00	9,057.59		75.48
191.192	ELECTIONS COVID-19	0.00	120.95		100.00
201.000	FINANCIAL DEPT	182,000.00	112,775.62		61.96
205.000	CITY TREASURER	44,000.00	25,011.79		56.84
209.000	CITY ASSESSOR	126,000.00	89,578.62		71.09
210.000	COMPUTER/EQUIPMENT	89,000.00	74,582.65		83.80
210.192	COMPUTER/IT COVID-19	0.00	2,296.19		100.00
215.000	CITY CLERK	180,000.00	108,020.02		60.01
247.000	BOARD OF REVIEW	2,000.00	483.69		24.18
249.000	BUILDING INSPECTION	51,000.00	25,120.23		49.26
265.000	MEMORIAL BUILDING	342,000.00	104,826.00		30.65
265.192	MEMORIAL BUILDING COVID-19	0.00	6,529.96		100.00
339.000	VOLUNTEER FIRE RELATED ACTIVITIES	19,000.00	11,044.85		58.13
345.000	PUBLIC SAFETY DEPARTMENT	1,165,000.00	756,008.68		64.89
345.192	PUBLIC SAFETY COVID-19	0.00	7,931.07		100.00
346.000	DRUG ENFORCEMENT	5,000.00	4,668.65		93.37
400.000	COMMUNITY DEVELOPMENT	221,000.00	111,976.85		50.67

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	
			02/28/2021 NORMAL (ABNORMAL)	% BGD USED
Fund 101 - GENERAL FUND				
Expenditures				
412.000	CODE ENFORCEMENT	253,000.00	162,999.51	64.43
412.192	CODE ENFORCEMENT COVID-19	0.00	320.08	100.00
448.000	STREET LIGHTING	93,000.00	56,583.58	60.84
529.000	OTHER SANITATION ACTIVITIES	37,000.00	15,196.71	41.07
529.001	GAS PLANT SITE	7,000.00	579.55	8.28
716.000	MARKETING - ITC	20,000.00	12,429.51	62.15
716.192	MARKETING - ITC COVID-19	0.00	320.08	100.00
720.000	COMMUNITY ASSISTANCE	0.00	513.47	100.00
720.001	COMMUNITY ASSISTANCE - CIVIC CENTER	0.00	4,171.20	100.00
720.002	COMMUNITY ASSISTANCE - LIBRARY	0.00	36.16	100.00
751.000	PARKS MAINTENANCE	148,000.00	56,986.84	38.50
751.002	PARKS - MINE SHAFT SAFETY	22,000.00	116.20	0.53
751.004	WESTERN GATEWAY TRAIL PROJECT	0.00	132.58	100.00
751.005	CURRY PARK	52,000.00	122.91	0.24
751.007	DEPOT PARK	0.00	2,931.42	100.00
751.009	MT ZION ENHANCEMENT PROJECT	13,000.00	74.64	0.57
751.010	BELTLINE TRAIL GRANT PROJECT - PHASE 1	73,000.00	4,191.50	5.74
751.011	MINERS PARK BIKE TRAIL GRANT PROJECT	197,000.00	4,673.48	2.37
751.012	DOWNTOWN SQUARE	1,500,000.00	1,448,807.50	96.59
751.013	BELTLINE TRAIL GRANT PROJECT - PHASE 2	20,000.00	0.00	0.00
751.192	PARKS MAINTENANCE COVID-19	0.00	6,985.65	100.00
757.001	NON-MOTORIZED TRAIL - IRON BELLE	4,000.00	13,404.52	335.11
851.000	INSURANCE-FRINGS-DUES	38,000.00	26,712.54	70.30
890.000	PROGRAMS	9,000.00	8,060.00	89.56
893.000	LABOR RELATIONS	5,000.00	264.50	5.29
965.000	APPROPRIATIONS TO OTHER FUNDS	656,000.00	290,311.45	44.25
TOTAL EXPENDITURES		5,749,000.00	3,665,233.30	63.75
Fund 101 - GENERAL FUND:				
TOTAL REVENUES		5,749,000.00	3,522,063.52	61.26
TOTAL EXPENDITURES		5,749,000.00	3,665,233.30	63.75
NET OF REVENUES & EXPENDITURES		0.00	(143,169.78)	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	
			02/28/2021 NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND				
Revenues				
202-000.000-530.000	FEDERAL GRANTS	311,000.00	308,882.15	99.32
202-000.000-545.000	STS ROUTINE MAINT	170,000.00	88,863.70	52.27
202-000.000-546.000	STATE GRANTS - ACT 51	692,000.00	480,812.36	69.48
202-000.000-546.001	METRO PA 48 REV	9,000.00	0.00	0.00
202-000.000-547.000	SNOW FUNDS	40,000.00	0.00	0.00
202-000.000-688.000	TRANSFER FROM GENERAL FUND	30,000.00	0.00	0.00
202-000.000-688.004	TRANSFER FROM DIDA	1,200.00	900.00	75.00
202-000.000-689.003	USE OF ASSIGNED FUND BALANCE	270,800.00	0.00	0.00
202-000.000-692.000	MISCELLANEOUS INCOME	0.00	287.70	100.00
TOTAL REVENUES		1,524,000.00	879,745.91	57.73
Expenditures				
446.000	HIGHWAY, STREETS, BRIDGES	652,000.00	418,339.04	64.16
447.001	STREETSCAPING	2,500.00	125.93	5.04
447.002	STREETSCAPING-US	100.00	6,073.63	6,073.63
447.003	STREETSCAPING-BR	13,200.00	10,265.18	77.77
485.002	TRAFFIC SIGNALS-US	1,000.00	269.79	26.98
486.001	SURFACE MAINTENANCE	261,000.00	18,792.78	7.20
486.002	SURFACE MAINTENANCE-US	8,900.00	994.83	11.18
486.003	SURFACE MAINTENANCE-BR	3,800.00	3,524.03	92.74
488.001	SWEEPING MAJOR	44,100.00	13,307.64	30.18
488.002	SWEEPING -US	5,500.00	0.00	0.00
488.003	SWEEPING -BR	1,800.00	0.00	0.00
491.001	DRAINAGE - BACKSLOPES	19,800.00	20.88	0.11
491.002	DRAINAGE AND BACKSLOPES-US	1,200.00	0.00	0.00
494.001	TRAFFIC SIGNS	15,500.00	7,402.89	47.76
494.002	TRAFFIC SIGNS-US	2,000.00	255.66	12.78
494.003	TRAFFIC SIGNS-BR	3,300.00	0.00	0.00
495.003	FLOWER BASKET WATERING-BR	7,400.00	10,193.52	137.75
497.001	WINTER MAINTENANCE	126,900.00	73,855.72	58.20
497.002	WINTER MAINTENANCE-US	43,100.00	19,374.68	44.95
497.003	WINTER MAINTENANCE-BR	28,500.00	16,569.07	58.14
498.001	SNOW HAULING	86,000.00	26,156.01	30.41
498.002	SNOW HAULING-US	32,900.00	13,199.55	40.12
498.003	SNOW HAULING-BR	31,500.00	14,702.18	46.67
502.000	LEAVE AND BENEFITS	63,800.00	32,298.06	50.62
503.000	GENERAL AND ADMINISTRATIVE	40,600.00	24,799.41	61.08
503.172	ADM/ CM	8,500.00	5,435.59	63.95
503.192	GENERAL/ADMIN COVID-19	0.00	21.18	100.00
569.000	DEBT RETIREMENT	19,100.00	19,480.91	101.99
TOTAL EXPENDITURES		1,524,000.00	735,458.16	48.26
Fund 202 - MAJOR STREET FUND:				
TOTAL REVENUES		1,524,000.00	879,745.91	57.73
TOTAL EXPENDITURES		1,524,000.00	735,458.16	48.26
NET OF REVENUES & EXPENDITURES		0.00	144,287.75	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 203 - LOCAL STREET FUND					
Revenues					
203-000.000-546.000	STATE GRANTS - ACT 51	258,000.00		179,482.32	69.57
203-000.000-546.001	METRO PA 48 REV	18,000.00		0.00	0.00
203-000.000-547.000	SNOW FUNDS	30,000.00		0.00	0.00
203-000.000-664.000	INTEREST AND DIVIDENDS	0.00		213.24	100.00
203-000.000-688.000	TRANSFER FROM GENERAL FUND	559,000.00		268,157.49	47.97
TOTAL REVENUES		865,000.00		447,853.05	51.77
Expenditures					
446.000	HIGHWAY, STREETS, BRIDGES	200,000.00		105,975.08	52.99
486.001	SURFACE MAINTENANCE	206,100.00		54,271.46	26.33
488.001	SWEEPING MAJOR	8,800.00		1,788.97	20.33
491.001	DRAINAGE - BACKSLOPES	4,500.00		125.33	2.79
494.001	TRAFFIC SIGNS	15,100.00		18,780.87	124.38
497.001	WINTER MAINTENANCE	163,300.00		82,467.17	50.50
498.001	SNOW HAULING	34,200.00		2,952.56	8.63
502.000	LEAVE AND BENEFITS	59,500.00		32,212.56	54.14
503.000	GENERAL AND ADMINISTRATIVE	43,800.00		25,707.23	58.69
503.172	ADM/ CM	8,500.00		5,435.66	63.95
503.192	GENERAL/ADMIN COVID-19	0.00		21.16	100.00
569.000	DEBT RETIREMENT	121,200.00		118,115.00	97.45
TOTAL EXPENDITURES		865,000.00		447,853.05	51.77
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES		865,000.00		447,853.05	51.77
TOTAL EXPENDITURES		865,000.00		447,853.05	51.77
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 216 - VOLUNTEER FIRE DEPARTMENT					
Revenues					
216-000.000-647.001	POP MACHINE REVENUE	100.00		0.00	0.00
216-000.000-689.003	USE OF ASSIGNED FUND BALANCE	1,900.00		0.00	0.00
TOTAL REVENUES		2,000.00		0.00	0.00
Expenditures					
339.000	VOLUNTEER FIRE RELATED ACTIVITIES	2,000.00		56.00	2.80
TOTAL EXPENDITURES		2,000.00		56.00	2.80
Fund 216 - VOLUNTEER FIRE DEPARTMENT:					
TOTAL REVENUES		2,000.00		0.00	0.00
TOTAL EXPENDITURES		2,000.00		56.00	2.80
NET OF REVENUES & EXPENDITURES		0.00		(56.00)	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BGD USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 271 - LIBRARY FUND					
Revenues					
271-000.000-403.000	CURRENT PROPERTY TAXES	90,000.00		60,000.00	66.67
271-000.000-410.000	PERSONAL PROPERTY TAX	300.00		0.00	0.00
271-000.000-426.000	PAYMENTS IN LIEU OF TAXES	300.00		0.00	0.00
271-000.000-528.000	OTHER FEDERAL GRANTS	0.00		331.12	100.00
271-000.000-530.000	FEDERAL GRANTS	0.00		1,990.67	100.00
271-000.000-551.000	UNITED WAY GRANT	0.00		500.00	100.00
271-000.000-566.000	STATE GRANTS-LIBRARY	3,000.00		2,306.32	76.88
271-000.000-566.002	BANFIELD GRANT	2,000.00		2,000.00	100.00
271-000.000-566.011	CREATIVE PROGRAMS	0.00		30.40	100.00
271-000.000-566.027	LSTA SUMMER GRANT	2,000.00		0.00	0.00
271-000.000-566.029	MCACA MINI GRANT	700.00		650.00	92.86
271-000.000-566.030	MICHIGAN HUMANITIES H.O.P.E. GRANT	5,100.00		5,100.00	100.00
271-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	300.00		907.70	302.57
271-000.000-590.000	ERWIN TOWNSHIP CONTRACT	1,000.00		1,000.00	100.00
271-000.000-642.000	CHARGES SALES & SERVICE	1,500.00		274.90	18.33
271-000.000-647.000	FUND RAISING REVENUE	3,000.00		40.50	1.35
271-000.000-649.000	NON-RESIDENT FEES	2,000.00		647.00	32.35
271-000.000-650.000	SALES OF BOOKS	400.00		30.50	7.63
271-000.000-651.000	USE AND ADMISSION FEES	200.00		15.00	7.50
271-000.000-656.000	FINES AND FORFEITURES	1,000.00		211.28	21.13
271-000.000-657.000	PENAL FINES	15,000.00		0.00	0.00
271-000.000-664.000	INTEREST AND DIVIDENDS	500.00		24.54	4.91
271-000.000-675.000	CONTRIBUTIONS AND DONATION	3,500.00		3,206.62	91.62
271-000.000-675.001	DONATIONS- BLDG FUND	500.00		255.50	51.10
271-000.000-675.006	DONATIONS ANNUAL APPEAL	4,500.00		8,987.45	199.72
271-000.000-675.008	BOOK \$ APPEAL	300.00		60.00	20.00
271-000.000-675.010	DONATIONS - FRIENDS OF LIBRAR	4,600.00		2,604.00	56.61
271-000.000-675.012	STARK FOUNDATION	3,400.00		3,400.00	100.00
271-000.000-687.000	REFUNDS AND REBATES	300.00		845.00	281.67
271-000.000-689.002	USE OF RESTRICTED FUND BALANC	7,500.00		0.00	0.00
271-000.000-689.003	USE OF ASSIGNED FUND BALANCE	1,000.00		0.00	0.00
TOTAL REVENUES		153,900.00		95,418.50	62.00
Expenditures					
790.000	LIBRARY	153,900.00		88,450.10	57.47
790.192	LIBRARY COVID-19	0.00		127.01	100.00
TOTAL EXPENDITURES		153,900.00		88,577.11	57.55
Fund 271 - LIBRARY FUND:					
TOTAL REVENUES		153,900.00		95,418.50	62.00
TOTAL EXPENDITURES		153,900.00		88,577.11	57.55
NET OF REVENUES & EXPENDITURES		0.00		6,841.39	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM					
Revenues					
273-000.000-529.000	HOMEOWNERS SHARE GRANT	16,000.00		5,230.00	32.69
273-000.000-532.000	STATE GRANTS	30,000.00		0.00	0.00
273-000.000-688.000	TRANSFER FROM GENERAL FUND	1,000.00		0.00	0.00
TOTAL REVENUES		47,000.00		5,230.00	11.13
Expenditures					
690.000	COMM DEV REHAB	47,000.00		0.00	0.00
TOTAL EXPENDITURES		47,000.00		0.00	0.00
Fund 273 - NEIGHBORHOOD ENHANCEMENT PROGRAM:					
TOTAL REVENUES		47,000.00		5,230.00	11.13
TOTAL EXPENDITURES		47,000.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		5,230.00	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND					
Revenues					
352-000.000-403.000	CURRENT PROPERTY TAXES	180,000.00		124,000.00	68.89
352-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	0.00		1,879.68	100.00
352-000.000-664.000	INTEREST AND DIVIDENDS	0.00		560.83	100.00
TOTAL REVENUES		180,000.00		126,440.51	70.24
Expenditures					
557.000	ADMINISTRATION & OVERHEAD	4,000.00		455.48	11.39
569.000	DEBT RETIREMENT	176,000.00		176,525.00	100.30
TOTAL EXPENDITURES		180,000.00		176,980.48	98.32
Fund 352 - 2015 STREET BOND DEBT SERVICE FUND:					
TOTAL REVENUES		180,000.00		126,440.51	70.24
TOTAL EXPENDITURES		180,000.00		176,980.48	98.32
NET OF REVENUES & EXPENDITURES		0.00		(50,539.97)	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)	
Fund 401 - MEMORIAL BUILDING DEBT SERVICE FUND					
Revenues					
401-000.000-664.000	INTEREST AND DIVIDENDS	0.00		17.61	100.00
401-000.000-689.002	USE OF RESTRICTED FUND BALANC	2,000.00		0.00	0.00
TOTAL REVENUES		2,000.00		17.61	0.88
Expenditures					
145.000	BUILDING FUND	2,000.00		300.00	15.00
TOTAL EXPENDITURES		2,000.00		300.00	15.00
Fund 401 - MEMORIAL BUILDING DEBT SERVICE FUND:					
TOTAL REVENUES		2,000.00		17.61	0.88
TOTAL EXPENDITURES		2,000.00		300.00	15.00
NET OF REVENUES & EXPENDITURES		0.00		(282.39)	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 593 - CIVIC CENTER					
Revenues					
593-000.000-403.000	CURRENT PROPERTY TAXES	94,000.00		85,032.73	90.46
593-000.000-410.000	PERSONAL PROPERTY TAX	300.00		0.00	0.00
593-000.000-426.000	PAYMENTS IN LIEU OF TAXES	300.00		0.00	0.00
593-000.000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	500.00		939.84	187.97
593-000.000-647.001	POP MACHINE REVENUE	600.00		0.00	0.00
593-000.000-647.003	JUKEBOX REVENUE	200.00		0.00	0.00
593-000.000-651.000	USE AND ADMISSION FEES	11,000.00		0.00	0.00
593-000.000-651.001	SKATE SHARPENING	1,500.00		0.00	0.00
593-000.000-651.002	CONCESSION REVENUES	13,000.00		0.00	0.00
593-000.000-664.000	INTEREST AND DIVIDENDS	100.00		73.83	73.83
593-000.000-667.000	RENTAL INCOME	3,000.00		0.00	0.00
593-000.000-669.000	ADVERTISING REVENUES	500.00		0.00	0.00
593-000.000-673.000	SALES OF FIXED ASSETS	0.00		2,023.50	100.00
593-000.000-675.000	CONTRIBUTIONS AND DONATION	0.00		50,959.91	100.00
593-000.000-692.000	MISCELLANEOUS INCOME	0.00		102.00	100.00
TOTAL REVENUES		125,000.00		139,131.81	111.31
Expenditures					
805.000	CIVIC CENTER	125,000.00		56,510.54	45.21
805.192	CIVIC CENTER COVID-19	0.00		1,449.13	100.00
TOTAL EXPENDITURES		125,000.00		57,959.67	46.37
Fund 593 - CIVIC CENTER:					
TOTAL REVENUES		125,000.00		139,131.81	111.31
TOTAL EXPENDITURES		125,000.00		57,959.67	46.37
NET OF REVENUES & EXPENDITURES		0.00		81,172.14	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 640 - EQUIPMENT FUND					
Revenues					
640-000.000-530.000	FEDERAL GRANTS	0.00		58,200.00	100.00
640-000.000-644.000	EQUIPMENT RENTAL	703,000.00		426,873.21	60.72
640-000.000-664.000	INTEREST AND DIVIDENDS	5,000.00		140.33	2.81
640-000.000-673.000	SALES OF FIXED ASSETS	0.00		36,088.00	100.00
640-000.000-690.001	INSURANCE CLAIMS RECEIVED	0.00		2,361.40	100.00
TOTAL REVENUES		708,000.00		523,662.94	73.96
Expenditures					
557.000	ADMINISTRATION & OVERHEAD	347,000.00		137,921.64	39.75
557.172	ADM/ CM	2,900.00		1,811.82	62.48
557.192	ADMIN/OH COVID-19	0.00		1,183.66	100.00
895.000	DIRECT EQUIPMENT EXPENSE	220,100.00		132,849.72	60.36
896.000	DEPRECIATION	138,000.00		80,732.48	58.50
TOTAL EXPENDITURES		708,000.00		354,499.32	50.07
Fund 640 - EQUIPMENT FUND:					
TOTAL REVENUES		708,000.00		523,662.94	73.96
TOTAL EXPENDITURES		708,000.00		354,499.32	50.07
NET OF REVENUES & EXPENDITURES		0.00		169,163.62	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	% BDGT USED
			02/28/2021 NORMAL (ABNORMAL)	
Fund 675 - WATER UTILITY FUND				
Revenues				
675-000.000-532.000	STATE GRANTS	500.00	0.00	0.00
675-000.000-602.000	WATER CHARGES-USAGE	1,689,000.00	1,101,980.32	65.24
675-000.000-613.000	TURN ON/OFF FEES	30,000.00	825.00	2.75
675-000.000-615.000	UTILITY BILL PENALTIES	27,500.00	816.67	2.97
675-000.000-616.000	NSF FEE	1,500.00	730.00	48.67
675-000.000-618.000	GARBAGE CHARGES	375,000.00	242,959.34	64.79
675-000.000-619.000	MISC REC PENALTY FEE	200.00	0.00	0.00
675-000.000-620.000	GARBAGE TAGS	300.00	327.00	109.00
675-000.000-664.000	INTEREST AND DIVIDENDS	5,000.00	1,631.09	32.62
675-000.000-689.004	USE OF UNRESTRICTED NET ASSETS	90,000.00	0.00	0.00
TOTAL REVENUES		2,219,000.00	1,349,269.42	60.81
Expenditures				
521.000	GARBAGE COLLECTION	351,800.00	198,384.04	56.39
550.000	WELLS	500.00	0.00	0.00
551.000	PUMPING	289,600.00	170,414.65	58.84
553.000	TRANSMISSION AND DISTRIBUTION	302,700.00	140,669.39	46.47
553.001	TRANSMISSION AND DIST - WATER BREAKS	67,600.00	85,970.49	127.18
553.002	TRANSMISSION AND DIST - EMERGENCY RESP.	0.00	895.09	100.00
553.003	SERVICE LINES	270,800.00	39,493.87	14.58
554.000	METER SETS, REMOVALS & REPAIRS	87,400.00	43,410.83	49.67
556.000	CUSTOMER ACCOUNTING & COLLECT	84,700.00	50,774.82	59.95
557.000	ADMINISTRATION & OVERHEAD	401,600.00	206,621.35	51.45
557.172	ADM/ CM	9,300.00	5,435.68	58.45
557.192	ADMIN/OH COVID-19	0.00	673.74	100.00
896.000	DEPRECIATION	353,000.00	259,423.76	73.49
TOTAL EXPENDITURES		2,219,000.00	1,202,167.71	54.18
Fund 675 - WATER UTILITY FUND:				
TOTAL REVENUES		2,219,000.00	1,349,269.42	60.81
TOTAL EXPENDITURES		2,219,000.00	1,202,167.71	54.18
NET OF REVENUES & EXPENDITURES		0.00	147,101.71	100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 676 - SEWER UTILITY FUND					
Revenues					
676-000.000-610.000	SEWER CHARGES-USAGE	2,025,000.00	1,349,602.72		66.65
676-000.000-615.000	UTILITY BILL PENALTIES	28,000.00	0.00		0.00
676-000.000-664.000	INTEREST AND DIVIDENDS	0.00	1,248.69		100.00
676-000.000-692.000	MISCELLANEOUS INCOME	0.00	5,085.88		100.00
TOTAL REVENUES		2,053,000.00	1,355,937.29		66.05
Expenditures					
554.000	METER SETS, REMOVALS & REPAIRS	84,400.00	40,410.81		47.88
556.000	CUSTOMER ACCOUNTING & COLLECT	81,700.00	50,263.00		61.52
557.000	ADMINISTRATION & OVERHEAD	292,500.00	142,332.41		48.66
557.172	ADM/ CM	9,300.00	5,435.64		58.45
557.192	ADMIN/OH COVID-19	0.00	587.22		100.00
560.000	COLLECTION & TRANSMISSION	613,100.00	279,090.38		45.52
560.192	COLLECTION & TRANSMISSION - COVID-19	0.00	849.56		100.00
571.000	OM & R-WASTEWATER	719,000.00	478,785.36		66.59
572.000	CAPITAL - WASTEWATER	253,000.00	168,334.64		66.54
TOTAL EXPENDITURES		2,053,000.00	1,166,089.02		56.80
Fund 676 - SEWER UTILITY FUND:					
TOTAL REVENUES		2,053,000.00	1,355,937.29		66.05
TOTAL EXPENDITURES		2,053,000.00	1,166,089.02		56.80
NET OF REVENUES & EXPENDITURES		0.00	189,848.27		100.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 711 - CEMETERY FUND					
Revenues					
711-000.000-626.000	CHARGES FOR CEMETERY SERVICES	38,000.00		33,905.00	89.22
711-000.000-627.000	CHARGES CEM PERPETUAL CARE	4,000.00		2,935.00	73.38
711-000.000-664.000	INTEREST AND DIVIDENDS	6,000.00		102.67	1.71
711-000.000-675.000	CONTRIBUTIONS AND DONATION	0.00		2,500.00	100.00
711-000.000-688.000	TRANSFER FROM GENERAL FUND	52,000.00		22,153.96	42.60
TOTAL REVENUES		100,000.00		61,596.63	61.60
Expenditures					
276.000	CEMETERY	74,500.00		48,126.95	64.60
276.192	CEMETERY COVID-19	0.00		723.43	100.00
277.000	PERPETUAL CARE	25,500.00		12,746.25	49.99
TOTAL EXPENDITURES		100,000.00		61,596.63	61.60
Fund 711 - CEMETERY FUND:					
TOTAL REVENUES		100,000.00		61,596.63	61.60
TOTAL EXPENDITURES		100,000.00		61,596.63	61.60
NET OF REVENUES & EXPENDITURES		0.00		0.00	0.00

03/17/2021 08:28 AM
 User: PAUL
 DB: Ironwood

REVENUE AND EXPENDITURE REPORT FOR CITY OF IRONWOOD
 PERIOD ENDING 02/28/2021
 % Fiscal Year Completed: 66.58

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL	02/28/2021 (ABNORMAL)	
Fund 899 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
899-000.000-403.000	CURRENT PROPERTY TAXES	12,000.00		8,000.00	66.67
899-000.000-534.000	GRANTS - OTHER	5,000.00		4,000.00	80.00
899-000.000-675.000	CONTRIBUTIONS AND DONATION	3,000.00		1,298.00	43.27
899-000.000-692.000	MISCELLANEOUS INCOME	1,000.00		1,167.00	116.70
TOTAL REVENUES		21,000.00		14,465.00	68.88
Expenditures					
735.000	DOWNTOWN DEVELOPMENT	21,000.00		9,810.69	46.72
TOTAL EXPENDITURES		21,000.00		9,810.69	46.72
Fund 899 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		21,000.00		14,465.00	68.88
TOTAL EXPENDITURES		21,000.00		9,810.69	46.72
NET OF REVENUES & EXPENDITURES		0.00		4,654.31	100.00

CASH SUMMARY BY ACCOUNT FOR CITY OF IRONWOOD
 FROM 02/01/2021 TO 02/28/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 02/01/2021	Total Debits	Total Credits	Ending Balance 02/28/2021
Fund 101	GENERAL FUND				
002.000	CASH IN BANK	5,080,657.57	325,946.39	247,747.11	5,158,856.85
002.005	FIRE INSURANCE TRUST	0.00	20,875.90	0.00	20,875.90
014.000	INVESTMENTS - MI CLASS	284.93	0.00	0.00	284.93
	GENERAL FUND	<u>5,080,942.50</u>	<u>346,822.29</u>	<u>247,747.11</u>	<u>5,180,017.68</u>
Fund 203	LOCAL STREET FUND				
006.023	2012 Street Bond Debt Service	1,826.15	0.70	0.00	1,826.85
Fund 216	VOLUNTEER FIRE DEPARTMENT				
002.000	CASH IN BANK	3,419.57	0.00	0.00	3,419.57
Fund 271	LIBRARY FUND				
002.000	CASH IN BANK	153,485.88	1,012.10	7,827.31	146,670.67
002.271	CASH - ANNUAL APPEAL	78,000.00	0.00	0.00	78,000.00
002.272	CASH - BUILDING FUND	42,000.00	0.00	0.00	42,000.00
014.271	INVESTMENTS - MI CLASS - ANNUAL	696.79	0.00	0.00	696.79
014.272	INVESTMENTS - MI CLASS - BUILDING	883.56	0.01	0.00	883.57
	LIBRARY FUND	<u>275,066.23</u>	<u>1,012.11</u>	<u>7,827.31</u>	<u>268,251.03</u>
Fund 273	NEIGHBORHOOD ENHANCEMENT PROGRAM				
002.000	CASH IN BANK	0.00	5,230.00	0.00	5,230.00
Fund 274	HUD FUND				
002.000	CASH IN BANK	320,000.00	0.00	0.00	320,000.00
Fund 352	2015 STREET BOND DEBT SERVICE FUND				
002.000	CASH IN BANK	51,268.44	1,064.37	0.00	52,332.81
Fund 401	MEMORIAL BUILDING DEBT SERVICE FUND				
002.000	CASH IN BANK	4,233.10	1.61	0.00	4,234.71
Fund 593	CIVIC CENTER				
002.000	CASH IN BANK	128,667.41	522.14	4,612.44	124,577.11
006.025	2013 CAP IMP BOND DEBT SERVIC	15,501.10	5.03	2,562.09	12,944.04
	CIVIC CENTER	<u>144,168.51</u>	<u>527.17</u>	<u>7,174.53</u>	<u>137,521.15</u>
Fund 640	EQUIPMENT FUND				
014.000	INVESTMENTS - MI CLASS	459.33	0.00	0.00	459.33
Fund 675	WATER UTILITY FUND				
002.000	CASH IN BANK	1,140,395.07	169,909.16	135,788.39	1,174,515.84
002.001	REPAIR, REPLACE, IMPROVE CASH	303,217.13	0.00	0.00	303,217.13
006.015	WATER REDEMPTION (1,2,3,4)	224,405.96	86.01	0.00	224,491.97
006.016	WATER RESERVE (1,2,3,4)	228,982.71	87.84	0.00	229,070.55
014.000	INVESTMENTS - MI CLASS	945.96	0.01	0.00	945.97
	WATER UTILITY FUND	<u>1,897,946.83</u>	<u>170,083.02</u>	<u>135,788.39</u>	<u>1,932,241.46</u>
Fund 676	SEWER UTILITY FUND				
002.000	CASH IN BANK	1,753,046.98	162,123.16	129,470.05	1,785,700.09
002.001	REPAIR, REPLACE, IMPROVE CASH	71,167.13	0.00	0.00	71,167.13
006.018	SEWER REDEMPTION (1,2,3,4)	131,309.30	50.37	0.00	131,359.67
006.019	SEWER RESERVE (1,2,3,4)	183,392.24	70.34	0.00	183,462.58
014.000	INVESTMENTS - MI CLASS	575.85	0.00	0.00	575.85
	SEWER UTILITY FUND	<u>2,139,491.50</u>	<u>162,243.87</u>	<u>129,470.05</u>	<u>2,172,265.32</u>
Fund 701	TRUST AND AGENCY FUND				

FROM 02/01/2021 TO 02/28/2021

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 02/01/2021	Total Debits	Total Credits	Ending Balance 02/28/2021
002.000	CASH IN BANK	96,195.32	275,897.16	141,072.81	231,019.67
Fund 711	CEMETERY FUND				
002.000	CASH IN BANK	500,000.00	1,795.00	1,795.00	500,000.00
014.000	INVESTMENTS - MI CLASS	265.86	0.00	0.00	265.86
	CEMETERY FUND	<u>500,265.86</u>	<u>1,795.00</u>	<u>1,795.00</u>	<u>500,265.86</u>
Fund 732	POLICE & FIREMEN'S RETIREMENT				
002.000	CASH IN BANK	364,123.64	5,900.80	33,914.61	336,109.83
Fund 733	RETIREE HEALTHCARE FUND				
002.000	CASH IN BANK	17,238.41	704.54	9,510.36	8,432.59
002.003	MERS INVESTMENTS	1,934,878.82	0.00	0.00	1,934,878.82
	RETIREE HEALTHCARE FUND	<u>1,952,117.23</u>	<u>704.54</u>	<u>9,510.36</u>	<u>1,943,311.41</u>
Fund 899	DOWNTOWN DEVELOPMENT AUTHORITY				
002.000	CASH IN BANK	26,783.61	3,244.91	116.67	29,911.85
	TOTAL - ALL FUNDS	<u>12,858,307.82</u>	<u>974,527.55</u>	<u>714,416.84</u>	<u>13,118,418.53</u>

Check Date	Check	Vendor Name	Description	Amount
Bank RIVER RIVER VALL				
02/04/2021	142504	POSTMASTER - IRONWOOD	POSTAGE	68.04
			POSTAGE	68.04
				<u>136.08</u>
02/04/2021	142505	AIRGAS USA, LLC	CYLINDER RENTAL-DPW	34.60
02/04/2021	142506	AUTO VALUE IRONWOOD	OIL FILTER,FUEL WTR SEPARATOR-#115	42.77
			FUEL & OIL FILTERS #774	74.34
			MAINT SUPPLIES & TOOLS-DPW	165.37
				<u>282.48</u>
02/04/2021	142507	AVAYA COMMUNICATION-CIT	PHONE SYSTEM - MEM BLDG	252.00
02/04/2021	142508	BROADWAY AUTOMOTIVE	OIL CHANGE-'04 RAM 1500	54.00
			OIL CHANGE-'17 DOGE DURANGO	77.88
			OIL CHG&STEER RACK-'16 DOGE CHARGER	1,018.00
			OIL CHANGE-'14 RAM 1500	42.00
			OIL CHG&BRAKES&ROTORS-'18 CHARGER	442.48
				<u>1,634.36</u>
02/04/2021	142509	C & M OIL CO.	55 GALS DEF - DPW	115.50
02/04/2021	142510	CHIEF OIL CO	HEAT FUEL OIL - CEMETERY	241.50
02/04/2021	142511	COLEMAN ENGINEERING CO	2021 W&S PROJECTS DEC 27-JAN 23,'21	20,006.75
			CO. CLUB & AYER DEC27-JAN 23-FINAL	111.00
				<u>20,117.75</u>
02/04/2021	142512	COMPASS MINERALS AMERICA, INC	SALT 111.01 TNS @93.67	10,398.31
			SALT 111.09 TONS @93.67	10,405.80
				<u>20,804.11</u>
02/04/2021	142513	COMPUTER DOCTORS	COMPUTER SERVICE	90.00
			COMPUTER SERVICE	115.55
			COMPUTER SERVICE	45.00
			COMPUTER SERVICE	2,344.18
				<u>2,594.73</u>
02/04/2021	142514	CORE & MAIN LP	METER WASHERS	126.21
02/04/2021	142515	CRAMBLIT'S WELDING, LLC	2 GAS DIFFUSER - DPW	25.00
02/04/2021	142516	ECONO SIGNS	38 - STREET SIGNS	1,139.24
02/04/2021	142517	G.T.C. AUTO PARTS INC	SUPPLIES - DPW	77.50
02/04/2021	142518	GALLS, LLC	UNIFORM - PSD	816.85
			UNIFORM - PSD	8.50
			UNIFORM - PSD	15.96
			UNIFORM - PSD	113.50
			UNIFORM - PSD	21.21
				<u>976.02</u>
02/04/2021	142519	GARD SPECIALISTS INC	CUTOFF WHEELS - DPW	364.37
02/04/2021	142520	GOGEBIC COUNTY SOIL EROSION &	MOUNTAIN BIKE 18" TRAILS MMHP	360.00
02/04/2021	142521	GOGEBIC-IRON WASTEWATER AUTH	WASTEWATER TREATMENT-FEB	80,890.00
02/04/2021	142522	HAWKINS, INC	CHLORINE & LPC-AM - PUMP STN	4,085.91

Check Date	Check	Vendor Name	Description	Amount
02/04/2021	142523	HIGH PERFORMANCE PRODUCTS	WELDING HELMET & LENSES-DPW	241.55
02/04/2021	142524	INTL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP 2021 - DIGIORGIO, ANDREW DIRE	190.00
02/04/2021	142525	IRONWOOD WATER & SEWER UTIL	AURE-235-01 MARS-213-01 MCLW-123-01	56.70 625.06 <u>1,001.94</u>
				1,683.70
02/04/2021	142526	JAKE'S EXCAVATING & LANDSCAPING	REPAIR 16" WATERMAIN	3,725.00
02/04/2021	142527	JFTCO, INC	TIP CYLINDER SEAL KIT #76	102.87
02/04/2021	142528	LAKES DISTRIBUTING INC	CUSTODIAL SUPPLIES - PSD CUSTODIAL SUPPLIES - DPW	207.30 <u>318.26</u>
				525.56
02/04/2021	142529	LAWSON PRODUCTS INC	GARAGE SUPPLIES - DPW	430.46
02/04/2021	142530	MILLER-BRADFORD & RISBERG, INC	5 - 5 GALS HY-TRAN HYDRAULIC OIL	636.00
02/04/2021	142531	MILLER-BRADFORD & RISBERG, INC	CABLE, BALL JOINT&MISC -#77	332.19
02/04/2021	142532	NELSON, STEVEN	UB refund for account: LOWN-001415-0000-	382.66
02/04/2021	142533	NORB'S AUTO ELECTRIC	ALTERNATOR - #71 3 - BATTERIES #49	448.74 <u>539.85</u>
				988.59
02/04/2021	142534	NORTHSTAR EAP	EAP 38 EMPLOYEES	104.50
02/04/2021	142535	OFFICE DEPOT	3-TONERS - FINANCE OFFICE SUPPLIES - DPW 2021 BOOK PLANNERS-PARKS&DPW	329.97 49.81 <u>21.72</u>
				401.50
02/04/2021	142536	OREILLY AUTO PARTS	OIL & COOLANT FILTERS #71 TPMS SERVICE KIT #32 10' FLEX PIPE	97.33 1.71 <u>42.15</u>
				141.19
02/04/2021	142537	QUILL CORP	OFFICE SUPPLIES - PSD OFFICE SUPPLIES - PSD BATTERIES-UNIFORM - PSD	26.37 35.94 <u>123.97</u>
				186.28
02/04/2021	142538	SAFELITE FULFILLMENT, INC	SKIDSTEER FRONT GLASS-#56	200.00
02/04/2021	142539	SOUTH SHORE OIL COMPANY	HEATING OIL - PUMP STN	673.01
02/04/2021	142540	SUPERIORLAND ELECTRONICS, INC	ANNUAL FIRE ALARM MONITORING FEES	230.00
02/04/2021	142541	SYNCB/AMAZON	OFFICE SUPPLIES - CLERK 2 - 53" TRIPOD FOR IPHONE-COMM DEV SUPPLIES - DPW OFFICE SUPPLIES AM. FLAG 6X10 - IND PARK ENTRY T8 LAMPS MAINT DPW BLDG	42.08 47.98 117.85 51.98 81.45 <u>25.77</u>
				367.11
02/04/2021	142542	TRI-STATE BUSINESS SYSTEMS INC	REPAIR COPIER - CLERKS OFFICE	45.00
02/04/2021	142543	WILSON, JOHN	UB refund for account: NORS-000114-0000-	211.81

Check Date	Check	Vendor Name	Description	Amount
02/04/2021	142544	XCEL ENERGY	1 SUFFOLK ST GROUP WATER POWER	166.13 <u>2,265.78</u> 2,431.91
02/08/2021	142545	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY	126.32
02/08/2021	142546	CHARTER COMMUNICATIONS	PHONE & INTERNET - DPW PHONE & INTERNET - PUMP STN	271.53 <u>342.74</u> 614.27
02/08/2021	142547	CHARTER COMMUNICATIONS	PHONE - LIBRARY	97.02
02/08/2021	142548	COLEMAN ENGINEERING CO	BELTLINE RR GRADE PHASE I ESA	1,452.50
02/08/2021	142549	ENFOLD SYSTEMS, INC	APP&HOSTING--JAN-MAY 2021-LIBRARY	85.85
02/08/2021	142550	ETNA SUPPLY	2 FRAMES & GRATES-SEWER	826.00
02/08/2021	142551	GOGEBIC COUNTY TREASURER	ANNUAL-LEIN, CRIMESTAR&SUPPORT-PSD	5,190.00
02/08/2021	142552	INCREDIBLE BANK-CREDIT CARD	CREDIT CARD	1,694.84
02/08/2021	142553	PRO-TECT SECURITY SALES	VEST & CARRIER - RICKARD-PSD	940.00
02/08/2021	142554	SAARI'S LAWN SERVICE & PLOWING	SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY SHOVELING - LIBRARY	35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 <u>420.00</u>
02/08/2021	142555	SYNCB/AMAZON	2 - 5X8 MI FLAGS-IND. PARK PAPER CLIPS-OFFICE SUPPLIES OFFICE SUPPLIES - CLERK HAND SANITIZER GEL OFFICE SUPPLIES TONER- AP, PR, MR, TAX & DQPP CALCULATOR RIBBONS OFFICE SUPPLIES LITHIUM BATTERIES-PSD	127.56 7.99 36.95 95.80 19.66 209.85 9.50 12.61 28.48 <u>548.40</u>
02/08/2021	142556	TRI-STATE BUSINESS SYSTEMS INC	10 CASES PAPER - PSD TONER CONTRACT-PSD	43.90 <u>22.04</u> 65.94
02/08/2021	142557	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE MX5071-CLERK	348.55
02/08/2021	142558	WESTERN UP PLANNING & DEV. REGION	DWNTWN CITY SQUARE OCT-NOV 2020	1,842.50
02/08/2021	142559	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING	102.00
02/08/2021	142560	XCEL ENERGY	STREET LIGHTS	6,522.64
02/10/2021	142561	POSTMASTER - IRONWOOD	POSTAGE POSTAGE	94.93 <u>94.93</u> 189.86
02/11/2021	142562	POSTMASTER - IRONWOOD	POSTAGE	1,875.27

Check Date	Check	Vendor Name	Description	Amount
02/16/2021	142563	POSTMASTER - IRONWOOD	POSTAGE	88.38
			POSTAGE	88.38
				<u>176.76</u>
02/18/2021	142564	44 NORTH	HRA, FSA & COBRA - FEB 2021	1,058.00
02/18/2021	142565	ADVANCED DISPOSAL SERVICES	DUMPSTER CHARGES	309.31
02/18/2021	142566	AIMONE, SHIRLEY OR GARY	UB refund for account: ASHE-000240-0000-	306.88
02/18/2021	142567	AIRGAS USA, LLC	CYLINDER RENTAL - DPW	34.60
02/18/2021	142568	AUTO VALUE IRONWOOD	O-RINGS & MEGAFLEX WIRE-DPW	245.18
			O-RINGS & GREASE- DPW	186.73
			O-RINGS - DPW	33.99
			MAINT SUPPLIES - DPW	72.86
			BEAD SEALER - DPW	24.99
			GREASE GUN AND WRENCH-DPW	46.48
			PIPE FITTING - DPW	22.30
				<u>632.53</u>
02/18/2021	142569	AUTOMATED COMFORT CONTROLS, INC	SEMI-ANNUAL BILLING HEATING-MEM BLDG	2,308.00
			SEMI-ANNUAL BILLING COOLING-MEM BLDG	2,308.00
				<u>4,616.00</u>
02/18/2021	142570	BACHAND, PATRICIA	UB refund for account: CLEM-000219-0000-	275.92
02/18/2021	142571	BLAKE, JUSTIN	UB refund for account: AYEE-000930-0000-	256.73
02/18/2021	142572	BLUE CARE NETWORK OF MICHIGAN	HOSPITALIZATION - MARCH 2021	31,001.99
02/18/2021	142573	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - MAR 21	2,733.10
02/18/2021	142574	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - MAR 21	4,003.44
02/18/2021	142575	BLUE CROSS,BLUE SHIELD OF MI	HOSPITALIZATION - MAR 21	3,651.65
02/18/2021	142576	BS&A SOFTWARE, INC.	CEMETERY PROGRAM	5,270.00
02/18/2021	142577	CHARTER COMMUNICATIONS	INTERNET & PHONE -CIVIC CTR	297.57
			WATER OFFICE	76.97
				<u>374.54</u>
02/18/2021	142578	CHIEF OIL CO	HEAT FUEL 130 GALS @2.10-CEMETERY	273.00
			HEAT FUEL 125 GALS @2.30-DPW	287.50
				<u>560.50</u>
02/18/2021	142579	COMPUTER DOCTORS	COMPUTER SERVICE - PSD	45.00
02/18/2021	142580	CORE & MAIN LP	16" & 12.5" COUPLERS	2,445.32
02/18/2021	142581	DEAN LAW OFFICE, P.C.	LEGAL SERVICES - JAN 2021	724.50
02/18/2021	142582	DISPLAY SALES COMPANY	WINDSCALE 8 BRACKET SYS.DEPOT PRK-C.D.	649.00
02/18/2021	142583	DWD ENTERPRISES OF EAU CLAIRE, LLC	MAINT PARTS PRESSURE WASHER#92	389.00
02/18/2021	142584	EAGLE WASTE & RECYCLING, INC -	CURBSIDE PICKUP & RECYCLING	29,213.45
			RECYCLING - LIBRARY	4.28
			RECYCLING - MEM BLDG	4.28
			RECYCLING - PSD	4.28
				<u>29,226.29</u>
02/18/2021	142585	FINDLAY, MICHAEL	UB refund for account: LAWN-000317-0000-	450.00
02/18/2021	142586	HAWKINS, INC	VACUUM SOLENOID 3/8" 100PPD	796.25
			VACUUM SOLENOID 3/8" 100PPD	798.27
				<u>1,594.52</u>

CHECK REGISTER FOR CITY OF IRONWOOD
CHECK DATE FROM 02/01/2021 - 02/28/2021

Check Date	Check	Vendor Name	Description	Amount
02/18/2021	142587	HOLIDAY COMPANIES	GAS USAGE	7,147.29
02/18/2021	142588	IRON COUNTY MINER	ENVELOPES - ASSESSMENT NOTICES	239.00
02/18/2021	142589	IRONWOOD TOWNSHIP	4972 E JACKSON RD - CIVIC CTR	176.84
02/18/2021	142590	IRONWOOD WATER & SEWER UTIL	CLEM-205-01	171.64
02/18/2021	142591	JFTCO, INC	12 GREASE TUBES EXCAVATOR HYD HAMMER	137.60
02/18/2021	142592	JOHN DEERE FINANCIAL	STREET SUPPLIES	192.27
02/18/2021	142593	JOHN DEERE FINANCIAL	BOARDING UP 706&716 GARVEY ST	130.01
02/18/2021	142594	LEE TRUCK EQUIPMENT, INC	MAINT SUPPLIES - DPW	732.00
			30 TON PINTLE HOOK - DPW	98.24
				<u>830.24</u>
02/18/2021	142595	MCGRATH METALS	DOOR JAM SHEET METAL REPAIR #2	72.00
02/18/2021	142596	MICHELLE MARIE RIGONI-SIVULA	CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICES-PSD	78.60
			CUSTODIAL SERVICE - MEM BLDG	235.80
			CUSTODIAL SERVICE - MEM BLDG	235.80
			CUSTODIAL SERVICE - MEM BLDG	235.80
			CUSTODIAL SERVICE - MEM BLDG	235.80
				<u>1,493.40</u>
02/18/2021	142597	MICHIGAN DEPT OF HUMAN SERVICES	UB refund for account: CLEM-000225-0000-	200.00
02/18/2021	142598	MILLER-BRADFORD & RISBERG, INC	10' HOSE & PLUG #73	157.33
02/18/2021	142599	NORB'S AUTO ELECTRIC	REPLACE BATTERY #24	178.95
02/18/2021	142600	NORTHWOODS VAC & CLEANING	15 - 50LB BAGS ICE MELT-MEM BLDG	239.85
02/18/2021	142601	OREILLY AUTO PARTS	8-CANS HEAD GASKET SEALER-PUMP STN	295.92
			BACKUP ALARM #72	30.31
			WINTER WIPER BLADES&CLEANER-DPW	39.95
				<u>366.18</u>
02/18/2021	142602	PETROCHOICE MIDWEST DIVISION -	80W90, 75W90,50/50 RED&15W40-DPW	2,738.12
02/18/2021	142603	RANGE CORP	MISS DIG - FEB 2021	37.70
02/18/2021	142604	S & M PROPERTIES, LLP	COPIER LEASE MX-FX15 - PSD	138.32
02/18/2021	142605	SAFELITE FULFILLMENT, INC	REPLACE RIGHT SIDE DOOR GLASS #68	313.78
02/18/2021	142606	SYNCB/AMAZON	EXTEN. SOCKETS - DPW	52.16
			CORN LED LAMP BUBLS	123.40
				<u>175.56</u>
02/18/2021	142607	TECK SOLUTIONS INC	2YR GIS SEWER SERVER	159.98
02/18/2021	142608	THE RUGGED STORE	INPUT CAR CHARGER - PSD	269.98
02/18/2021	142609	TRI-STATE BUSINESS SYSTEMS INC	TONER CONTRACT MXC303W-COMM DEV	85.00
			TONER CONTRACT MXM364N-WTR DEPT	373.25
			TONER CONTRACT - PSD	147.74
				<u>605.99</u>
02/18/2021	142610	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE - MXC303W-COMM DEV	69.13
02/18/2021	142611	ULINE	SHELVING & CABINET-MEM BLDG	1,468.77
02/18/2021	142612	UPTOWN CAFE	CITY CREW MEALS - 02.11.21	63.35
			CITY CREW MEALS - 02.12.21	67.35

Check Date	Check	Vendor Name	Description	Amount
				130.70
02/18/2021	142613	VERIZON WIRELESS	CELL PHONE CHARGES	884.62
02/18/2021	142614	WHITE WATER ASSOCIATES, INC	WATER SAMPLE TESTING WATER SAMPLE TESTING	15.00 102.00
				117.00
02/18/2021	142615	XCEL ENERGY	GROUP POWER BILL	8,162.79
02/23/2021	142616	POSTMASTER - IRONWOOD	POSTAGE POSTAGE	92.88 92.88
				185.76
02/26/2021	142617	AHLERS, GERILYN	UB refund for account: DOUG-000728-0000-	278.11
02/26/2021	142618	BAKER & TAYLOR BOOKS INC	BOOKS LIBRARY BOOKS LIBRARY	80.35 203.57
				283.92
02/26/2021	142619	CHARTER COMMUNICATIONS	INTERNET & PHONE - PSD	567.53
02/26/2021	142620	CITY OF IRONWOOD	UB refund for account: MICE-000208-0000-	150.00
02/26/2021	142621	COMPUTER DOCTORS	COMPUTER SERVICES	90.00
02/26/2021	142622	CORE & MAIN LP	CONDUCTOR STRIPS - WATER BALL & COUPLING - SERVICELINES BALL & COUPLING - SERVICELINES	168.92 892.01 937.87
				1,998.80
02/26/2021	142623	DELTA DENTAL OF MICHIGAN	DENTAL - MARCH	1,975.80
02/26/2021	142624	DIGIORGIO, ANDREW	UB refund for account: COOW-000205-0000-	385.65
02/26/2021	142625	IRONWOOD WATER & SEWER UTIL	MARS-CEM-01 MARS-SD-01 MARS-SEW-01 MARS-PRKS-01	23.75 13.33 21.67 30.00
				88.75
02/26/2021	142626	LESS LETHAL, LLC	PEPPERBALL EQUIP & PROJECTILES-PSD	1,566.70
02/26/2021	142627	MICRO MARKETING LLC	AUDIO VISUAL - LIBRARY	33.99
02/26/2021	142628	MUKAVITZ HEATING	CLEANING FURNACE&FILTERS-PSD	129.00
02/26/2021	142629	NORTH AMERICAN BENEFITS CO	LIFE INSURANCE - MAR	205.90
02/26/2021	142630	OFFICE DEPOT	5 CASES OF PAPER	179.95
02/26/2021	142631	OTIS ELEVATOR COMPANY	MAINT SERVICE CONTRACT '21-'22	3,898.78
02/26/2021	142632	PORTAGE LAKE DISTRICT LIBRARY	LOST DVD - LIBRARY	29.99
02/26/2021	142633	QUILL CORP	CUSTODIAL SUPPLIES - LIBRARY CUSTODIAL SUPPLIES - LIBRARY	182.05 37.98
				220.03
02/26/2021	142634	SANDY SHARP MARKETING, INC	SOUTHSIDE DOOR BANNERS-MEM BLDG	180.00
02/26/2021	142635	TRI-STATE BUSINESS SYSTEMS INC	PAPER - PSD PAPER - PSD TONER CONTRACT MXM364N	43.90 43.90 73.28
				161.08

Check Date	Check	Vendor Name	Description	Amount
02/26/2021	142636	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE - LIBRARY	122.80
			COPIER LEASE MX5071-CLERKS OFFICE	281.02
				<u>403.82</u>
02/26/2021	142637	XCEL ENERGY	WELL #4	21.73
			PUMP STN & 3 WELLS	5,663.47
			5788 OLD COUNTY RD	148.35
			111Z NORRIE PARK RD UNIT PARK	17.42
			105 W AURORA - CITY SQUARE	190.29
			110 N LOWELL ST UNIT PAVILLON	739.97
			DWNTWN STREET LIGHTS	241.40
			219 E FREDERICK ST-FLASHING LIGHT	83.86
			4972 JACKSON RD-CIVIC CTR	10.67
				<u>7,117.16</u>

RIVER TOTALS:

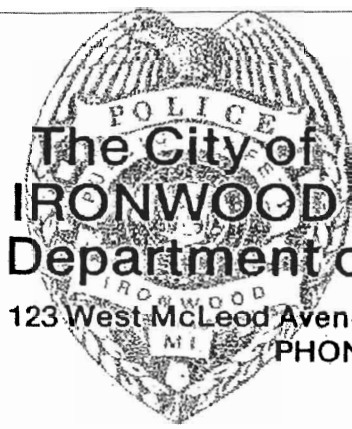
Total of 134 Disbursements: 309,351.55

Bank RVTAX RIVER TAX

02/11/2021	9403	CITY OF IRONWOOD-STREET IMPROVEMENT	TAX DISBURSEMENT JAN 15-FEB 9, 2021	1,044.55
02/11/2021	9404	CITY OF IRONWOOD-TAXES	TAX DISBURSEMENT JAN 15-FEB 9, 2021	16,623.28
02/11/2021	9405	GOGEBIC COUNTY TREAS -ST EDUC.	TAX DISBURSEMENT JAN 15-FEB 9, 2021	3,133.02
02/11/2021	9406	GOGEBIC COUNTY TREAS-SUMMER TX	TAX DISBURSEMENT JAN 15-FEB 9, 2021	3,472.04
02/11/2021	9407	GOGEBIC COUNTY TREAS-SUMMER TX	LANDBANK - JAN 15-FEB 9, 2021	19.20
02/11/2021	9408	GOGEBIC COUNTY TREAS-WINTER TX	TAX DISBURSEMENT JAN 15-FEB 9, 2021	99,513.27
02/11/2021	9409	GOGEBIC COUNTY TREAS-WINTER TX	BROWNFIELD - JAN 15-FEB 9, 2021	2,667.96
02/11/2021	9410	GOGEBIC-ONT INTERMEDIATE - TAX	TAX DISBURSEMENT JAN 15-FEB 9, 2021	1,885.58
02/11/2021	9411	IRONWOOD AREA SCHOOLS-CONST 01	TAX DISBURSEMENT JAN 15-FEB 9, 2021	402.02
02/11/2021	9412	IRONWOOD AREA SCHOOLS-CONST 09	TAX DISBURSEMENT JAN 15-FEB 9, 2021	261.00
02/11/2021	9413	IRONWOOD AREA SCHOOLS-CONST 10	TAX DISBURSEMENT JAN 15-FEB 9, 2021	1,143.75
02/11/2021	9414	IRONWOOD AREA SCHOOLS-CONST 19	TAX DISBURSEMENT JAN 15-FEB 9, 2021	464.64
02/11/2021	9415	IRONWOOD AREA SCHOOLS-TAX	TAX DISBURSEMENT JAN 15-FEB 9, 2021	5,142.44
02/11/2021	9416	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-107-030	407.82
02/11/2021	9417	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-260-200	1,723.90
02/11/2021	9418	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-135-070	378.40
02/11/2021	9419	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-278-180	862.39
02/11/2021	9420	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-108-140	861.96
02/11/2021	9421	MORRIS, KENNETH	2020 Sum Tax Refund 52-22-108-140	689.56
02/11/2021	9422	PERRIN, WILLIAM	2020 Sum Tax Refund 52-22-280-190	30.86
02/11/2021	9423	PERTILE, DAVID AND RENEE	2020 Win Tax Refund 52-14-387-110	208.74
02/11/2021	9424	SCHNELLER, ERIC	2020 Sum Tax Refund 52-16-483-140	18.29
02/11/2021	9425	STATE OF MICHIGAN - LANDBANK	ST. SCHOOL AID FUND-JAN 15-FEB 9, 2021	4.16

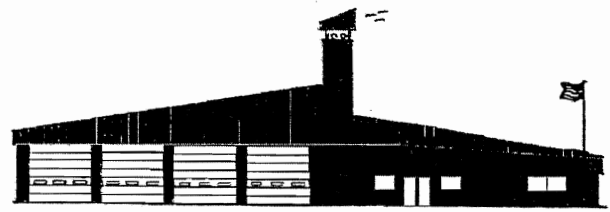
RVTAX TOTALS:

Total of 23 Disbursements: 140,958.83



**The City of
IRONWOOD
Department of Public Safety**

123 West McLeod Avenue Ironwood, Michigan 49938
PHONE: 906-932-1234



*Andrew DiGiorgio, Director
Ironwood Public Safety*

Director Andrew DiGiorgio,

February 8, 2021

On December 30th, 2020 Public Safety Officer Michael Rimkus responded to a call of a possible "Gunshot" in area of Northland Ave near Douglas Blvd. in the City of Ironwood.

Upon arrival PSO Rimkus was informed that a 43-year-old female was in the back of the apartment building with a handgun. The female was despondent and was contemplating suicide. She had fired the weapon prior to PSO Rimkus' arrival to ensure that it was loaded and working.

PSO Rimkus contacted the woman's husband who insisted PSO Rimkus vacate the scene as he was going to handle things. Of course, PSO Rimkus did not leave, instead he dealt with the "hostile" husband getting him to back off and allow PSO Rimkus to deal with the situation.

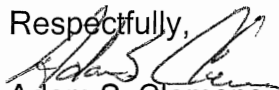
PSO Rimkus talked to the woman often to no response from her. Officer Rimkus, from his vantage point, could see the woman raise the gun and point it at different areas of her head, the temple, under her chin, and in her mouth.

Throughout the situation Officer Rimkus remained calm and professional. He was able to keep the would-be victim in sight and continued to talk to her. The woman's mother arrived on scene further distracting most people, but not Officer Rimkus who remained focused on the safety and wellbeing of the 43-year-old.

Through his efforts the 43-year-old woman put the gun down and walked out of the wooded area. She was subsequently transported to the hospital where she was treated.

PSO Rimkus exemplified the character, care, compassion and professionalism that defines a Public Safety Officer. Without his efforts this incident may have had a significantly different ending.

I am recommending a Meritorious conduct ribbon be given to Public Safety Officer Michael Rimkus in recognition of his efforts in this incident.

Respectfully,

Adam S. Clemens
Public Safety Lieutenant



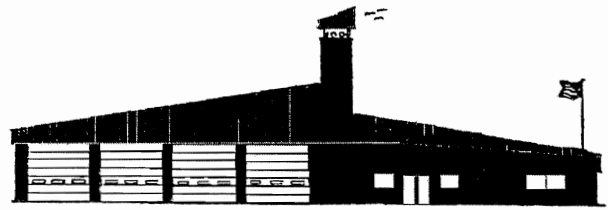
This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





**The City of
IRONWOOD
Department of Public Safety**

123 West McLeod Avenue Ironwood, Michigan 49938
PHONE: 906-932-1234



*Andrew DiGiorgio, Director
Ironwood Public Safety*

February 8th, 2021

Director Andrew DiGiorgio

On January 29th, 2021 Public Safety Officers Paul J. Rickard and Andrew S. Leiphart responded to a 911 call at 210 W. Lime Street in the City of Ironwood for a male having seizures and difficulty breathing.

When they arrived, they found a 73-year-old male in full cardiac arrest. PSO Leiphart and PSO Rickard began CPR until the paramedics from Beacon Ambulance arrived. The efforts of these two fine Officers allowed for paramedics to administer an IV and appropriate drugs to regain a heartbeat on the victim. The man was transported to Aspirus Ironwood then airlifted to another hospital.

As of this date the patient is off life support, and the family is hopeful that he will make a full recovery.

If not for the efforts of these two officers, this outcome would not have been achieved.

I would like to recommend that they each receive a "Life Saving" ribbon to wear on their uniform.

This is, I believe, Public Safety Officer Leiphart's 8th such save in his 25-year plus career, and Officer Rickard's first in his brief time as a Public Safety Officer.

Respectfully,

Adam S. Clemens
Public Safety Lieutenant



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



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



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

MEMO

To: Mayor Burchell and City Commission

From: Tom Bergman, Community Development Director

Date: March 17, 2021

Meeting Date: March 22, 2021

Re: Adoption of Zoning Text amendment for Marihuana Establishment Conditional Uses

Background/Request

The City of Ironwood adopted the Marihuana Establishments Ordinance to allow a limited number of Marihuana Establishments in the City and to regulate their operations. The Marihuana Establishments are only allowable by Conditional Use. In order for the Marihuana Establishment Ordinance to be consistent with the Zoning Ordinance, these uses must be listed as Conditional uses under the zoning district that they occur in. The attached resolution describes the changes to the Zoning Ordinance.

Recommendation

The recommendation is to adopt the resolution to amend the Zoning Ordinance so it is consistent with Marihuana Establishments Ordinance.



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



EXHIBIT A
ORDINANCE NO. 530, BOOK 5

**AN ORDINANCE TO AMEND SECTIONS 34-133, 34-153, 34-173, AND 34-2,
PERMITTED USES BY CONDITIONAL USE PERMIT, CHAPTER 34, ZONING, OF
THE CODE OF ORDINANCES, CITY OF IRONWOOD, MICHIGAN**

THE CITY OF IRONWOOD ORDAINS:

Section 1. Section 34-133 is amended to read as follows: Permitted use by conditional use permit.

The following uses may be permitted in the C-2 downtown commercial district under the provisions of articles IV and IX of this chapter:

Add “(11) The following Marihuana Establishments: Retailer, Microbusiness, and Safety Compliance Facility. See Chapter 37 of the Code of Ordinances entitled “Marihuana Establishments” for additional requirements. Said ordinance requirements are hereby incorporated by reference as if fully set forth herein.

Section 2. Section 34-153 is amended to read as follows: Permitted use by conditional use permit.

The following uses may be permitted in the C-3 highway commercial district under the provisions of article IV of this chapter, with plans and specifications submitted for article IX of this chapter:

Add “(5) The following Marihuana Establishments: Retailer, Microbusiness, and Safety Compliance Facility. See Chapter 37 of the Code of Ordinances entitled “Marihuana Establishments” for additional requirements. Said ordinance requirements are hereby incorporated by reference as if fully set forth herein.”

Section 3. Section 34-173 is amended to read as follows: Permitted use by conditional use permit.

The following uses may be permitted in the I-1 industrial district under the provisions of article IV of this chapter, with plans and specifications submitted for article IX of this chapter in accordance with all provisions:

Add “(7) The following Marihuana Establishments: Grower, Processor, Secure Transporter, and Safety Compliance Facility. See Chapter 37 of the Code of Ordinances entitled “Marihuana Establishments” for additional requirements. Said ordinance requirements are hereby incorporated by reference as if fully set forth herein.”

Section 4. Section 34-2 is amended to read as follows: Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Add “*Designated Consumption Establishment* means a commercial space that is licensed by the Department and authorized to permit adults 21 years of age and older to consume Marihuana products at the location indicated on the state license.

Marihuana Establishment means a Marihuana Grower, Marihuana Safety Compliance Facility, Marihuana Processor, Marihuana Microbusiness, Marihuana Retailer, Marihuana Secure Transporter, or any other type of business licensed by the Department to operate under the Act.

Marihuana Event Organizer means a person licensed to apply for a temporary marihuana event license under these rules.

Marihuana Grower means a person licensed by the Department to cultivate marihuana and sell or otherwise transfer marihuana to Marihuana Establishments. Marihuana grower license types are:

- (1) Class A – not more than 100 marihuana plants;
- (2) Class B – not more than 500 marihuana plants;
- (3) Class C – not more than 2000 marihuana plants;
- (4) Excess marihuana grower – issued to a person who holds 5 stacked Class C licenses.

Marihuana Microbusiness means a person licensed by the Department to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a Marihuana Safety Compliance Facility, but not to other Marihuana Establishments.

Marihuana Processor means a person licensed by the Department to obtain marihuana from Marihuana Establishments; process and package marihuana; and sell or otherwise transfer marihuana to Marihuana Establishments.

Marihuana Retailer means a person licensed by the Department to obtain marihuana from Marihuana Establishments and to sell or otherwise transfer marihuana to Marihuana Establishments and to individuals who are 21 years of age or older.

Marihuana Safety Compliance Facility means a person licensed by the Department to test marihuana, including certification for potency and the presence of contaminants.

Marihuana Secure Transporter means a person licensed by the Department to obtain marihuana from Marihuana Establishments in order to transport marihuana to Marihuana Establishments.”

Section 5. Repealer. Any ordinance that is in conflict with this Ordinance is hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph or provision of this ordinance is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the ordinance shall be deemed fully enforceable.

Section 7. Effective Date. The terms and provisions of this Ordinance shall become effective upon adoption and publication in accordance with law.

Adopted and approved by the City Commission of the City of Ironwood, Michigan, this ____ day of March, 2021.

Effective: March ____, 2021

ANNETTE DA LIO-BURCHELL, MAYOR

ATTEST:

KAREN M. GULLAN, CITY CLERK

City of Ironwood Monument Entrance Signs

Single Sided | Non-Lit

QTY: 2



212805 Connor Ave. | PO Box 134 | Stratford, WI 54484
Tel 715.687.3250 | Free 888.264.4459
Fax 715.687.4657 | www.stratfordsign.com

ART PROOF

SHEET 1 of 1

Order ID: <<Order Number>>

PO #: <<PO Number>>

Client: City of Ironwood

Project: Monument Signs

Contact: Mara Maher

Phone: 906-932-0263 x 122

Email: maherm@cityofironwood.org

Project Mgr: Dan Drexler

Drawn By: Kelsey Lueddecke

PROOF DATES

P1: 02.12.20 P2: 00.00.00

P3: 00.00.00 P4: 00.00.00

P5: 00.00.00 P6: 00.00.00

File Name: C: City of Ironwood: City of Ironwood_Monument Entrance Signs

Notes:

<<Notes>>

APPROVED

Approved w/ noted revisions

Revise and submit new proof

Signature

Date

These drawings will be released to production once signed. SSC is not responsible for errors. Please check for misspellings, correct phone numbers & addresses, details regarding renderings, shop drawings, quantities, color, etc. Colors shown are for representation only. PMS colors must be requested at time of order to ensure accuracy and may not be guaranteed. Additional fee will apply if PMS sample is required. Any detail or dimension change may delay completion and may incur additional fee. All artwork is property of SSC and cannot be reproduced without permission. Fee may apply if reproduced by others.



- Iron Ore Pantone 7595
- Steel Blue Pantone 2168
- Cascade Blue Pantone 432

OPTION 1

City of Ironwood Monument Entrance Signs

Single Sided | Non-Lit

QTY: 2



212805 Connor Ave. | PO Box 134 | Stratford, WI 54484
Tel 715.687.3250 | Free 888.264.4459
Fax 715.687.4657 | www.stratfordsign.com

ART PROOF

SHEET 1 of 1

Order ID: <<Order Number>>

PO #: <<PO Number>>

Client: City of Ironwood

Project: Monument Signs

Contact: Mara Maher

Phone: 906-932-0263 x 122

Email: maherm@cityofironwood.org

Project Mgr: Dan Drexler

Drawn By: Kelsey Lueddecke

PROOF DATES

P1: 02.12.20 P2: 00.00.00

P3: 00.00.00 P4: 00.00.00

P5: 00.00.00 P6: 00.00.00

File Name: C: City of Ironwood: City of Ironwood_Monument Entrance Signs

Notes:

<<Notes>>

APPROVED

Approved w/ noted revisions

Revise and submit new proof

Signature

Date

These drawings will be released to production once signed. SSC is not responsible for errors. Please check for misspellings, correct phone numbers & addresses, details regarding renderings, shop drawings, quantities, color, etc. Colors shown are for representation only. PMS colors must be requested at time of order to ensure accuracy and may not be guaranteed. Additional fee will apply if PMS sample is required. Any detail or dimension change may delay completion and may incur additional fee. All artwork is property of SSC and cannot be reproduced without permission. Fee may apply if reproduced by others.



Sign Paint Colors
Iron Ore Pantone 7595
Steel Blue Pantone 2168
Cascade Blue Pantone 432

OPTION 2



605 Lawrence Dr., De Pere, WI 54115
920-336-0900 greenbaysigns.com

CLIENT: CITY OF IRONWOOD
LOCATION: IRONWOOD, MI
DRAWN BY: BILL V
SALESPERSON: JAN P
DATE: 03/19/2018
DESIGN #: D12676
PAGE: 2

REVISION LOG: INTL DATE DESCRIPTION

MONUMENT SIGN

QUANTITY: 2 S/F MONUMENT SIGN
FACE: 2" D HDU FACE W/ WOODGRAIN FINISH
BACKED W/ .125" ALUM
FONT: LOGO
FRAME: 4" SQ ALUM TUBE FRAME
LIGHTING: NON-ILLUMINATED
POSTS: 8" X 8" ROUGH SAWN CEDAR, SEALED
WITH SIKKENS
PLATES: POWDER COATED 1/4"D ALUM PANELS
WITH BOLTS
POLE COVER: FABRICATED ALUMINUM (16")
STEEL: CORRUGATED STEEL
MOUNTING: DIRECT EMBEDMENT
INSTRUCTION: CSC TO FABRICATE AND INSTALL NEW
HDU MONUMENT SIGN AT THE CORNER
OF AURORA ST. & MCLEOD ST. IN
IRONWOOD MICHIGAN.

COLORS:

- P-1 WHITE
- P-2 MATCH PMS 2168U
- P-3/S-3 MATCH PMS 7595C/STAIN FOR APPROXIMATE MATCH
- P-4 BLACK

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

DATE

MONUMENT: WEST ENTRANCE

DETAIL VIEWS
SCALE: 1/2" = 1'



CONCEPTUAL DRAWING ONLY - NOT FOR FABRICATION PURPOSES (SIZES ARE APPROX)

This is an original, unpublished drawing by Creative Sign Co., Inc. It is for your personal use, in conjunction with a project being planned for you by Creative Sign Co., Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the expressed written permission of Creative Sign Co., Inc., is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Creative Sign will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients' conception of the project and are not to be understood as being exact size or exact scale.

INFO REQUIRED BEFORE PROCEEDING
SURVEY REQUIRED BEFORE PROCEEDING
PHOTO REQUIRED BEFORE PROCEEDING

LOCATION SITE SITE



MEMO

To: Mayor Burchell and the City Commission

From: Tom Bergman, Community Development Director

Date: March 16, 2021

Meeting Date: March 22, 2021

Re: DNR Trust Fund Grant- Krznarich Little League Fields Playground

Project Description

The Krznarich Little League Field is a key asset for the City of Ironwood. The Little League Fields has served hundreds of families over multiple decades. In the past 10 years volunteers have put in hundreds of hours to improve the facility. In 2019, grant dollars paid for a paved path connecting the field to the Miners Memorial Heritage Park, thanks to funding from the Gogebic Range Health Foundation and the Michigan State Housing Development Authority. One of the last pieces missing at the Fields is a playground for the younger kids while the older kids play ball. The playground is the focus of this years Natural Resources Trust Fund Application.

Comprehensive Plan

Under the Comprehensive Plan and the 5 Year Parks & Recreation Plan, the Parks Action Plan calls for enhancements to the Little League Field. Enhancing and building on our existing facilities not only attracts people to the area, but also increases the quality of life for residents.

Discussion

The grant application requires that the City hold a public input meeting to hear any concerns or comments from the public, and to formally adopt a resolution stating that the City and community partners will commit any necessary matching funds for the project to move forward. This project has been recommended by the Ironwood Parks and Recreation Committee.

F:\Community Development\Grants\DNR Grants\Michigan Natural Resources Trust Fund\Little League Field Playground

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

RESOLUTION # 021-008

Michigan Department of Natural Resources Trust Fund Grant Application for the Krznarich Little League Fields Playground

WHEREAS, the City of Ironwood supports the submission of an application titled, "Krznarich Little League Fields Playground" to the Trust Fund Grant Program for the development of a playground at The Krznarich Little League Fields in the City of Ironwood, MI; and,

WHEREAS, the proposed application is supported by the Community's Comprehensive Plan and Parks and Recreation 5 Year Plan; and,

WHEREAS, the City of Ironwood has made a financial commitment to the project in the amount of \$13,000 matching funds of in-kind contribution,; and,

THEREFORE BE IT FURTHER RESOLVED that the City of Ironwood hereby authorizes submission of a Trust Fund Grant Program Application for \$37,000, and further resolves to make available its financial obligation amount of \$13,000(26%) of a total \$50,000 project cost, during the 2022-2023 fiscal year.

The following yes votes were recorded: _____

The following no votes were recorded: _____

Annette Burchell, Mayor

I, Karen Gullan, the duly appointed City Clerk of the City of Ironwood, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the City Commission of the City of Ironwood at its Regular Meeting on March 22, 2021.

Karen M. Gullan, City Clerk

CITY OF IRONWOOD
Commission Goal Setting - Priority Scoring Worksheet
Fiscal Year 2021-2022

NOTE: Highest possible score is 15

Priority
Score

New water treatment facility (pump station upgrades)	15
Continue code enforcement/blight effort	12
Mt. Zion water tank mixer	11
Employment and business development Develop a co-work space Develop a business incubator Help improve a skilled labor force for existing businesses	10
Diversification of housing Update and implement new housing market analysis for City	8
Memorial Building improvements Add kitchen/catering facility near auditorium Improve Memorial Building gymnasium Tuck pointing	8
Continuation of community events (once safe to gather) Scheduling/communication with event organizers	7
Continue local façade program	6
Explore new, safe ways to cross US-2 Communicate/coordinate with MDOT	6
Finish installing ornamental street lights on Business Route 2 North from Arch Street to US-2	6
Support the development of a community foundation to stimulate funding	6
Continue development of Riverwalk project	5
Finalize development of City sidewalk policy	5
Improve GCC parking lot next to Civic Center	5
Increase downtown public parking	4
Meet with various State agencies annually	3
Continue way-finding signage	2
Historic neighborhood signage Choose a neighborhood to get this effort started	1

Memo

To: Mayor & City Commission

From: Scott Erickson, City Manager

CC:

Date: March 22, 2021

Re: Discuss and Consider Approving Resolution #021-009, Declaration of Local State of Emergency to Continue Remote Meetings

Introduction

The Director of the Michigan Department of Health and Human Services continues to encourage restricting the scope of public gatherings (along with social distancing, washing hands and wearing a mask) as key components to slowing the spread of the COVID-19 virus as well as its emerging variants.

In December 2020 the State of Michigan amended the Open Meetings Act to allow virtual public meetings through the end of March 30, 2021 and provided authority for municipalities to declare local states of emergency, as a result of the COVID-19 pandemic, for the purpose of allowing virtual public meetings. The declaration of a local state of emergency, due to the COVID-19 pandemic, will allow the continuation of virtual meetings for all City public boards and commissions, through August 31, 2021.

Recommendation

It is recommended that the City Commission adopt resolution #021-009 declaring a local state of emergency due to the COVID-19 pandemic and permit the City Commission and all other City of Ironwood public bodies to continue to meet virtually after March 30, 2021 through August 31, 2021, as allowed by State of Michigan law.

RESOLUTION #021-009

CITY OF IRONWOOD

A RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF PERMITTING THE CITY COMMISSION AND OTHER PUBLIC BODIES OF THE CITY TO MEET BY ELECTRONIC AND TELEPHONIC MEANS

WHEREAS, as recently as March 2, 2021 the Director of the Michigan Department of Health and Human Services (MDHHS) made the following findings:

“The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.

On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan’s healthcare system from being overwhelmed with a holiday surge.

As of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point.

Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole.

Even where COVID-19 does not result in death, and where Michigan's emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as "long COVID." These symptoms, including fatigue, shortness of breath, joint pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of "long COVID."

The best way to prevent these complications is to prevent transmission of COVID-19. Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

New and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 400 cases, and this is one fifth of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have plateaued."

WHEREAS, the Director of the MDHHS has concluded that the COVID-19 pandemic continues to constitute an epidemic in Michigan and that control of the epidemic requires restrictions on public gatherings, and;

WHEREAS, the City Commission desires to conduct the public business of the City in a manner so as not to place at risk members of the public, City staff, or members serving on public bodies of the City;

NOW, THEREFORE, IT IS RESOLVED, THAT pursuant to the authority contained at § 3 of the Home Rule Cities Act, MCL 117.3 (j) authorizing cities to provide for the public health and safety of persons; §3 of the Open Meetings Act, MCL 15.263 (2) permitting a public body to meet by electronic or telephonic means upon declaration of a local state of emergency or state of disaster if meeting in person would place at risk the personal health or safety of members of the public or members of the public body; and §10 (b) of the Emergency Management Act permitting the Mayor to declare a local state of emergency;

I, Annette Da Lio-Burchell, Mayor of the City of Ironwood based on the findings made by the Michigan Department of Health and Human Services regarding the public health threat posed by the COVID-19 novel coronavirus and its variant strains declare a local state of emergency to permit the

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

March 16, 2021

To: Ironwood City Commission

From: Bob Tervonen, Utilities Manager

Re: Request to Bid for Fire Hydrant Replacement

The City of Ironwood water distribution system has 21 remaining fire hydrants that are defective and need to be replaced. I am requesting your approval to bid the replacement of these hydrants. I will request your approval to award the lowest bid at a future meeting.

Please contact me if you have any questions. Thank you for your time.



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



RESOLUTION #021-010
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 March 22nd 2021, 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 39 Newport Heights South (52-24-178-240) and unlicensed trailers and debris is scattered throughout 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 June 30th 2020 and September 28th 2020; and, March 17th 2021,

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 39 Newport Heights South (52-24-178-240) and,
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 April 12th 2021 at 5:25 P.M. at which time the owner may raise any objection to 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 March 22nd 2021 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

Scott Erickson

From: Lisson, Timothy J <Timothy.J.Lisson@xcelenergy.com>
Sent: Friday, February 19, 2021 11:49 AM
To: Scott Erickson
Subject: Norrie Park Reroute
Attachments: City of Ironwood easement.pdf; Xcel City of Ironwood Easement Exhibit.pdf

Hello Scott, I hope you are doing well!

The Designer out of the Ironwood office reached out to me about a project he's working on. Through the City park the line will be constructed underground.

Easement and exhibit is attached. If you can get the document signed and notarized, and returned back to me, it would be very much appreciated!

Thank you,

Tim Lisson

Xcel Energy

Principal Land Rights Agent

16048 Electric Avenue

Hayward, WI 54843

P: 715-737-2513 C: 715-577-3587 F: 715-737-2480

E: timothy.j.lisson@xcelenergy.com

XCELENERGY.COM

Please consider the environment before printing this email

EASEMENT FOR ELECTRIC (TRANSMISSION) OR (DISTRIBUTION) LINE
(Michigan)

The Grantor, **City of Ironwood**, who resides at 213 S Marquette Street, Ironwood, MI 49938,

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

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

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

Except as otherwise provided herein between the Grantor and Xcel Energy covering the Easement Area, Xcel Energy shall pay for all damages to property, grain crops or vegetable crops, fences,

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

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

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

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

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

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

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

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

This transfer is exempt from transfer taxation pursuant to MCLA 207.526 (a) and MCLA 207.505 (a).

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this _____ day of _____ 2021

WITNESSES:

Grantor:

Name: _____

Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____

..

s/ _____
_____, Notary Public
_____ County, _____
My Commission Expires: _____

Return to: Tim Lisson
Xcel Energy S&LR
16048 Electric Avenue
Hayward, WI 54843



EXHIBIT A SHEET 1 OF 2 SHEETS

Location: City of Ironwood, MI
 Grantor: City of Ironwood
 See sheet 2 of 2 for descriptions.

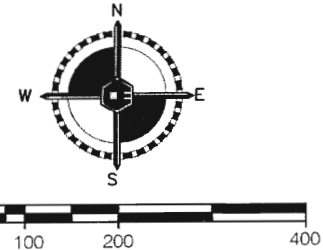
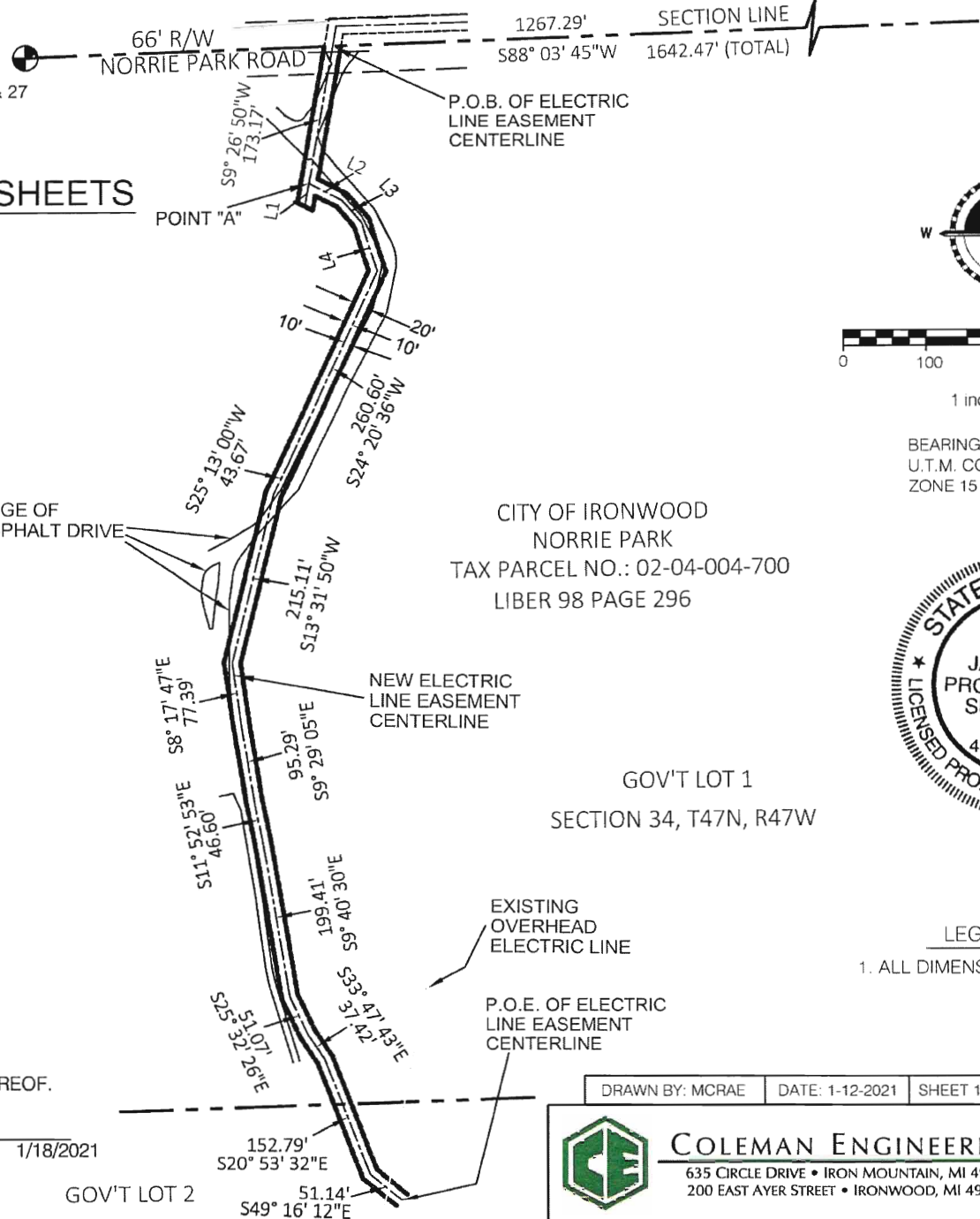
THIS MAP DOES NOT
 NECESSARILY MEET THE
 "MINIMUM STANDARDS OF
 PRACTICE FOR
 PROFESSIONAL
 SURVEYING" IN THE STATE
 OF MICHIGAN.

Line Table		
Line #	Length	Direction
L1	28.75	S09° 26' 50"W
L2	45.00	S62° 48' 02"E
L3	37.39	S41° 23' 54"E
L4	62.84	S17° 43' 25"E

CERTIFICATE OF SURVEY

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

Ronald K. Jacobson
 RONALD K. JACOBSON, P.S. NO. 4001046671 1/18/2021



BEARINGS BASED ON:
 U.T.M. COORDINATE SYSTEM,
 ZONE 15 NORTH, U.S. FOOT



LEGEND

1. ALL DIMENSIONS ARE IN U.S. FEET.

DRAWN BY: MCRAE DATE: 1-12-2021 SHEET 1 OF 2 Job Number: 200855



COLEMAN ENGINEERING COMPANY

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



EXHIBIT A SHEET 2 OF 2 SHEETS

Location: City of Ironwood, MI
Grantor: City of Ironwood

"Premises":

Part of Government Lots 1 and 2 of Section 34, T47N, R47W, City of Ironwood,
Gogebic County, Michigan

"Easement Area:

A 20.00 foot wide easement over, under, and across that part of the herein
before described "premises", which lies 10.00 feet on each side of the
following described centerline:

Commencing at the Northeast Corner of Section 34; Thence along the North Line of
Section 34, S88°03'45"W, a distance of 1267.29 feet to the Point of Beginning of the
Electric Line Easement Centerline;

Thence along the New Electric Line Easement Centerline, S09°26'50"W, a distance
of 173.17 feet to a point hereinafter known as POINT "A";

Thence S62°48'02"E, a distance of 45.00 feet;

Thence S41°23'54"E, a distance of 37.39 feet;

Thence S17°43'25"E, a distance of 62.84 feet;

Thence S24°20'36"W, a distance of 260.60 feet;

Thence S25°13'00"W, a distance of 43.67 feet;

Thence S13°31'50"W, a distance of 215.11 feet;

Thence S08°17'47"E, a distance of 77.39 feet;

Thence S09°29'05"E, a distance of 95.29 feet;

Thence S11°52'53"E a distance of 46.60 feet;

Thence S09°40'30"E, a distance of 199.41 feet;

Thence S25°32'26"E, a distance of 51.07 feet;

Thence S33°47'43"E, a distance of 37.42 feet;

Thence S20°53'32"E, a distance of 152.79 feet;

Thence S49°16'12"E, a distance of 51.14 feet, being the Point of Ending of the
Electric Line Easement Centerline.

And also beginning at said POINT "A", S09°26'50"W, a distance of 28.75 feet;

It is intended that the North and South sidelines of said easement are to
terminate at the North line of Section 34, T47N, R47W to the North and at the
Existing Electric Line to the South.

"Summary of Areas":

Total Easement Area = 30978.0 Square Feet, more or less (0.71 acres, more or less).



COLEMAN ENGINEERING COMPANY

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

**SUBRECIPIENT AGREEMENT BETWEEN
City of Ironwood
AND
Northern Great Lakes Initiatives
FOR MICHIGAN CDBG PROGRAM**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), entered on July 1, 2021, by and between the **City of Ironwood** (herein called the “Unit of General Local Government” or “UGLG”) and **Northern Great Lakes Initiatives** (herein called the “Subrecipient”).

WHEREAS, the UGLG has applied for and received funds from the Michigan Strategic Fund (“MSF”) under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383;

WHEREAS, the UGLG has operated a revolving loan fund (“Local RLF”) pursuant to the HCD Act for many years;

WHEREAS, the MSF approved the regionalization of existing revolving loan funds into nine (9) regional entities or Regional Revolving Loan Funds (hereinafter individually a “Regional Fund”) pursuant to Resolution 2011-120;

WHEREAS, this regionalization was provided for in the Michigan Consolidated Plan for Housing and Community Development program Year 2012 (July 1, 2012 – June 30, 2013); One Year Action Plan as approved in Resolution 2012-028;

WHEREAS, by Resolution 2012-142 the MSF designated each Michigan CDBG Regional Fund Manager (“RFM” or “Fund Manager”), including the Subrecipient as the RFM for Region(s) **One (1)** (hereinafter called “the Region”);

WHEREAS, the UGLG and its Local RLF are within the Region; and

WHEREAS, the UGLG wishes to engage the Subrecipient to assist the UGLG in utilizing such Local RLF funds and additional Community Development Block Grant (“CDBG”) funds which the UGLG may receive.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. PARTIES’ RESPONSIBILITIES

A. Subrecipient’s Responsibilities

The Subrecipient will be responsible for administering a CDBG revolving loan program, also referred to as Regional Revolving Loan Fund (“Regional Fund”), for the UGLG identified above. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and MSF program guidance (Grant Administration Manual or Guide, hereinafter “GAM”) as may be amended from time to time, governing these funds, and in a manner satisfactory to the UGLG and the MSF.

Changes to the program focus and objectives, or services, contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and UGLG and acknowledged by the MSF Fund Manager or designee.

The focus of the Subrecipient's efforts under this Agreement will be the provision of loans to private, for-profit businesses located in the jurisdiction of the UGLG that will result in the creation of jobs primarily for low-and moderate-income individuals at those businesses or which will meet another permissible CDBG National Objective as provided in the GAM. The major tasks that the Subrecipient will perform in connection with the operation of a Regional Fund include, but are not limited to, the following:

- 1) **Outreach.** The Subrecipient will advertise and market the Regional Fund and conduct other forms of outreach. The Subrecipient's outreach efforts will be sufficient to generate enough demand to be able to close loans that produce jobs, the majority of which will be for low- and moderate-income persons.
- 2) **Completion of Loan Applications; Underwriting Assessment.** The Subrecipient will assist for-profit businesses and other eligible borrowers in completing loan applications, and will perform an assessment of each loan request to: (a) determine the CDBG eligibility of the loan, (b) evaluate the loan's job creation potential relative to meeting the National Objective and Public Benefit standards, and (c) ascertain that the loan will minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods. The Subrecipient will perform a front-end assessment to determine whether each loan and the financing terms associated with it are appropriate, and as part of this assessment will consider the following:
 - a) the business' need for financial assistance;
 - b) the feasibility of the proposed venture or business activity;
 - c) the past business experience of the applicant;
 - d) the reasonableness of the proposed costs and return to the applicant;
 - e) the commitment of other sources of funds; and
 - f) the ratio of the loan amount to the full-time equivalent jobs expected to be created.

Additional underwriting standards and requirements may be found in the GAM.

- 3) **Obtain Loan Collateral.** The Subrecipient will identify and obtain loan collateral, or other appropriate forms of loan security, sufficient to reduce the financial risk associated with each CDBG-funded loan, consistent with the program intent of providing financing in situations where adequate conventional financing is not available and as may be provided in the GAM.
- 4) **Loan Approval Committee.** The Subrecipient shall establish and maintain a Loan Approval Committee for the Regional Fund which will have no fewer than five (5) seats and no more than seven (7) seats. The composition and experience

requirements for the Loan Approval Committee are re-iterated in the GAM. In no case, can a Loan Approval Committee convene to consider a loan request without a representative from the community where the project resides.

- 5) **Incurring Costs.** The Subrecipient shall be responsible for making sure that no CDBG or non CDBG project costs have been incurred prior to either execution of the formal loan agreement or completion of the environmental review procedures and written authorization from the CDBG Revolving Loan Fund Program Specialist to incur project related costs.
- 6) **Loan Closing.** With the authorization of the Regional Fund program's Loan Approval Committee, the Subrecipient will execute all necessary documents and disburse funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing (a) the records that Borrowers must maintain to demonstrate the eligibility of the CDBG expenditures and the satisfaction of the CDBG National Objective, and (b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur. Prior to any disbursement, each loan must be approved in writing by the MSF or its designee.
- 7) **Loan Servicing/Loan Portfolio Management.** The Subrecipient will establish and maintain a consistent method for recording monthly payments, with up-to-date ledgers and timely reconciliations which is consistent with the GAM and acceptable to the MSF or its designee. The Subrecipient will also establish a system to monitor the financial health of Borrowers, in order to anticipate repayment problems called a Troubled Asset Management Plan ("TAMP") which is discussed further in this document and within the GAM. The Subrecipient will apply its policies and procedures regarding late payments, defaults, loan re-negotiation, and foreclosure in a timely and consistent manner.
- 8) **Monitoring of Job Creation.** For those projects required to create low to moderate income ("LMI") jobs, the Subrecipient will monitor Borrowers on at least a semi-annual basis to assess their progress in creating jobs for low- and moderate-income persons, and will institute default and foreclosure of the loan (subject to any inter-creditor rights and with penalties if appropriate) in instances where the Borrower fails to take sufficient action to satisfy the CDBG National Objective requirement.
- 9) **Management of Program Income.** Any program income (as defined at 24 CFR 570.489(e)) generated in connection with the economic development loan program, including loan repayments, late payment penalties, recaptures, or proceeds from foreclosure, will be utilized consistent with applicable CDBG program requirements. The Subrecipient shall apply this program income toward additional loans under the Regional Fund program through the use of a revolving fund pursuant to 24 CFR 570.489(f).

- 10) **Maintenance of Records.** In addition to the financial records regarding loan repayment cited in Paragraph A.6 above, the Subrecipient will maintain sufficient records to fully document (a) the loan application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the loan, (b) the final terms and conditions of the loan, including collateral or other forms of loan security involved, (c) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.483, and (d) proper utilization of program income received. All such records will be maintained according to the general requirements of 24 CFR 570.490 and those specified in the section of this Agreement on retention of records.
- 11) **Borrower Compliance.** Recipients of loan proceeds (“Borrower(s)”) from the Regional Fund must comply with all federal and state laws, statutes, regulations, rules and policies, including, but not limited to, all reporting, monitoring and other requirements. Borrowers must acknowledge their compliance obligations at loan inception.
- 12) **General Regional Fund Program Management.** In addition to all of the responsibilities above, the Subrecipient shall be responsible for (a) maintaining separate accounting for the various types of capital, (b) reporting results of the Regional Fund program quarterly to the UGLG with a copy provided to the MSF or its designee, (c) obtaining written pre-funding consent from the MSF or its designee prior to any loan closing, (d) managing the administrative and oversight costs, including potential costs associated with third party contract service providers, and (e) obtaining written consent from the MSF or its designee prior to any disbursement.
- 13) **Adoption of Credit Policies.** The Subrecipient shall maintain at all times Lending Policies, Collection Policies, Compliance Policies, and Financial Accounting Policies consistent with the GAM which are customary to lending institutions and germane to their activities.
- 14) **CDBG Project Closure.** The Subrecipient shall complete the Project Closeout Report and submit all required attachments and documentation requested for review by MSF Staff. The process for closing out CDBG Revolving Loan Fund Projects is promulgated in the GAM and is regularly updated.

Repayments received on projects which are considered by the MSF as both Closed and Succeeded are no longer subject to Program Income restrictions and are instead subject to a certain Repaid Funds Agreement which shall be executed concurrently by the Subrecipient.

B. UGLG Responsibilities

- 1) The UGLG shall sub-grant to the Subrecipient its uncommitted Local RLF funds and certain new CDBG funds received from the MSF pursuant to the terms and conditions of this Agreement (the “Subgranted Funds”). The UGLG shall continue to retain responsibility related to its Local RLF and for its sub-granted CDBG funds,

program income and existing loans and grants, and shall be required to participate in the resolution of any problems that may develop in the course of a project's implementation. Specifically, as it pertains to all transactions subject to this Agreement, the UGLG shall:

- a) Collaborate with Subrecipient to complete or assist with UGLG specific compliance items and oversee Subrecipient compliance with additional statutory and program requirements, including but not limited to:
 - National Objectives
 - Citizen Participation
 - Property Management
 - Financial Management
 - Environmental Review
 - Fair Housing
 - Equal Opportunity
 - Labor Standards
 - Acquisition and Relocation
 - Procurement and Contract Management
 - b) Oversee Local/Regional RLF budget and project amendments
 - c) Oversee field review and audits of project activities and overall project progress
 - d) Review final close-out reports prepared by Subrecipient prior to submission to the MSF
 - e) Oversee and monitor third-party contracts related to projects that utilize its program income
 - f) Review quarterly reporting prepared by the Subrecipient
 - g) Attend on-site project monitoring with the MSF and Subrecipient
 - h) Attend on-site monitoring of Subrecipient with MSF, as requested
 - i) Complete annual Subrecipient performance report and submit to MSF
- 2) A copy of all files and records as required to be kept by an UGLG or as provided in the GAM must be kept at the UGLG office and must be available to the public during regular business hours, except documents deemed confidential and exempt from disclosure pursuant to MCL 15.243. Documents to be made available include copies of approved written policies related to the statutory and program requirements listed above. Required documentation and record keeping is discussed in greater detail in Section VIII.B, below.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the Effective Date set forth in the first paragraph of this Agreement and end on **June 30, 2024**. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. Extensions must be approved by the UGLG and the MSF.

The MSF reserves the right and the UGLG and Subrecipient agree that the MSF for either cause or convenience may suspend and/or terminate any and all Regional Fund activities and direct the Subrecipient as to the further use and purpose of Regional Fund assets. If the suspension/termination is for convenience, the UGLG and Subrecipient shall be provided sixty (60) days' written notice of the termination and the specific rationale for the action.

III. TRANSFER OF CURRENT AND FUTURE PROGRAM INCOME

The UGLG hereby agrees to provide, and the Subrecipient agrees to accept, and the MSF hereby consents commensurate with its Resolutions 2013-054 and 2013-078 to the subgrant of all currently outstanding program income and any future program income received by the UGLG to the Subrecipient. Upon the execution of this Agreement, program income will be subgranted within fifteen (15) business days to the account of the Subrecipient. Any additional program income received shall be subgranted no less frequently than quarterly on the first business day of the first month of the quarter by electronic transfer or other form acceptable to the parties.

IV. REIMBURSEMENT OF ADMINISTRATIVE EXPENSES OF UGLG

A. Reimbursement of Administrative Expenses for Existing Business

Program Income received by a Local RLF which is then sub-granted to a Regional Fund under this Agreement may be reduced by a percentage, which is described in the GAM, which may be used for the reimbursement of reasonable and allowable administrative expenses associated with existing business of the Local RLF. Excess and unused funds may then be sub-granted in whole to the Regional Fund.

B. Reimbursement of Administrative Expenses for New Business

Upon the initial transfer of Program Income from the UGLG to the Regional Fund, a percentage described in the GAM of the transferred amount may be set aside and made available to the Regional Fund for the reimbursement of reasonable and allowable administrative expenses associated with new business undertaken by the Regional Fund.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 570.489(d).

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

UGLG	SUBRECIPIENT
City of Ironwood Tom Bergman Community Development 213 S. Marquette St. Ironwood, MI 49938	Northern Great Lakes Initiatives Chuck Hurst, Vice President Lending 1401 Presque Isle Ave Ste 202 Marquette, MI 49855

With a copy to:

Michigan Strategic Fund
 Attn: Fund Manager
 300 N. Washington Square
 Lansing, MI 48913

VI. SPECIAL CONDITIONS

A. Eligible Use of Regional Fund Assets or Subgranted Funds

- 1) Subgranted Funds may be deployed for projects that meet the charter and bylaws of the Regional Fund organization and provide funding for eligible businesses and projects that provide employment opportunities to primarily low and moderate income individuals who live in the State of Michigan or may, as a result of the use of funds, receive new employment or remain employed within the State of Michigan as further set forth in the GAM. Projects shall comply with the GAM. Activities shall also adhere to all CDBG requirements including those imposed by HUD, the MSF, and any other state or federal legal requirements.
- 2) The Regional Fund may provide loans, loan guarantees, collateral enhancements, purchase loan participations, and deploy funds in any other manner not specifically prohibited herein, in the HCDA, or in federal and state statutes, regulations, rules and policies, but which meet the spirit of the mission of the Regional Fund, namely the support and capitalization of businesses which offer employment opportunities within the Regional Fund's region. It is contemplated Subgranted Funds will be used to mitigate or participate in credit risk.
- 3) The MSF reserves the right to approve, on behalf of the Regional Fund, any transaction that meets the requirements of the CDBG program, HUD and any and all state and federal laws, rules, regulations and policies, but which are not otherwise prohibited by this Agreement or the GAM.
- 4) The RFM shall operate the Regional Fund in a way that is consistent with the UGLG's community development plan.
- 5) The RFM shall operate the Regional Fund in a way that is consistent with the Statement of Assurances attached as **Exhibit B**.

B. Prohibitions

- 1) Regional Fund assets may not be used in speculation but must be tied to specific projects meeting national objectives.
- 2) Regional Funds may not provide assistance to professional sports teams.
- 3) Regional Funds may not provide assistance with assets to privately-owned recreational facilities that serve a predominately higher-income clientele, where the recreational benefit to users or members clearly outweighs the employment or other benefits to low-and moderate-income persons.
- 4) Regional Funds may not provide assistance to a borrower or project while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of non-compliance related to previous CDBG assistance.
- 5) Regional Fund assets may not be used for the acquisition, construction, or reconstruction of buildings for the general conduct of government as that term is defined in 42 U.S.C. §5302(a) (21).
- 6) Regional Fund assets may not be used for political activities of any kind.
- 7) Regional Fund assets may not be used to pay for obligations which are general fund obligations of a local unit of government.
- 8) Regional Fund assets may not be used to pay for the general promotion of the community as a whole.
- 9) Regional Fund assets may not be used for income payments.
- 10) Regional Fund assets may not be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area from which the relocation occurs, as provided in 42 U.S.C. §5305(h).
- 11) Any other activity described in 24 CFR 570.207.

C. Grant Administration Manual or Guide ("GAM")

All funds and projects shall be administered in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and the GAM, as may be amended and updated from time to time, governing these funds and the CDBG program, and in a manner satisfactory to the UGLG and the MSF. The GAM contains additional requirements and policies on such matters, including, but not limited to, passive real estate, interest rates, approval of exceptions, loan terms, guarantees and subordination.

D. Recourse

The MSF may, or be directed by HUD to, recapture either Program Income or Grant Funds should such funds have been used for a project which fails to meet or make sufficient progress toward a National Objective or which experiences a failure of compliance with federal or state laws, rules, policies, regulations, or guidance issued within the GAM. The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to

facilitate the realization of remedies from the underlying project. The Subrecipient further agrees that such a recapture which documents a failure associated with activities managed by the Subrecipient under this Agreement shall become the financial obligation of the Subrecipient to the UGLG and the MSF.

E. Troubled Asset Management Plan

The Subrecipient shall adopt and follow a Troubled Asset Management Plan (“TAMP”) which shall include the use of forbearance agreements and other legal and financial instruments which are normal and customary in the course of such activities for traditional commercial and non-profit lenders. The TAMP shall be satisfactory to the UGLG and the MSF and shall incorporate, at a minimum, such elements and obligations as described in the GAM, Revolving Loan Fund chapter under section titled “Troubled Asset Management” which may be updated from time to time.

F. MSF Identified Fraud and Subrecipient Misconduct

If at any time, and under any condition of discovery, the MSF identifies fraud, negligence, willful misconduct, theft, or any other deliberate act which violates or appears to violate any state or federal law, rule, regulation, policy or process to which the Subrecipient must adhere (collectively “Misconduct”) the MSF shall act to protect the program, its assets, and the Borrowers and communities which it serves by taking any actions deemed necessary including, but not limited to, rescinding the designation as a Regional Fund or RFM, withdrawing and/ or recovering capital and income, redirecting the repayment of loan assets, seizing books, records, documents and accounts of Borrowers and of the Subrecipient and any similar or related material it deems necessary in its sole determination. The MSF may do so with reasonable notice to the Subrecipient.

The MSF, in cooperation with HUD, may evaluate a Corrective Action Plan by a Subrecipient and/or UGLG intended to address a finding of Misconduct as described herein. In evaluating such a plan, the MSF, in cooperation with HUD, shall determine if such proposed Corrective Action Plan is sufficient to remedy the finding and to what extent the Subrecipient or former Subrecipient may be allowed to continue to participate in the program.

VII. GENERAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants including Subpart I of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 58.4; and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local statutes, rules, regulations, and the GAM governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

A. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The UGLG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

B. Indemnification and Hold Harmless

To the full extent allowed by law, the Subrecipient shall indemnify, defend and hold harmless the UGLG and the MSF, including its board members, participants, committee members, officers, agents and employees (the "Indemnified Persons"), from any damages that either may sustain through the negligence or willful misconduct of the Subrecipient pertaining to its performance of the activities set forth in this Agreement. The Subrecipient shall maintain such insurance as necessary to comply with this provision. The Subrecipient shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, the Subrecipient's operations; however, the Subrecipient's indemnification obligation shall not be limited to the limits of liability imposed under the Subrecipient's insurance policies. The Subrecipient shall provide and maintain its own general liability and workers' compensation insurance. The insurance shall be written for not less than any limits of liability, if any, required by law for the Subrecipient's obligation to provide indemnification under this Agreement.

C. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the UGLG. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325, Bonding and Insurance.

E. UGLG Recognition

The Subrecipient shall insure recognition of the role of the UGLG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein

in all publications made possible with funds made available under this Agreement.

F. Amendments

With the written consent of the MSF, the UGLG or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the UGLG's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the UGLG or Subrecipient from its obligations under this Agreement.

The UGLG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both UGLG and Subrecipient. Such amendments require the express written consent of the MSF.

The GAM may be revised and amended during the term of this Agreement. Updated versions of the GAM shall be posted and shall be applicable to this Agreement upon their posted effective date.

G. Suspension or Termination

In accordance with 2 CFR 200.338, 339, 341 and 342, the UGLG (with the concurrence of the MSF) may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the Subrecipient to the UGLG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339 and 340, this Agreement may also be terminated for convenience by either the UGLG or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the UGLG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the UGLG may terminate the award in its entirety. All Subrecipient awards shall contain language providing for their termination in the event the UGLG

determines the award will no longer accomplish the purpose for which it was approved and for the assignment of any loans to the UGLG in the event the UGLG suspends or terminates this Agreement as set forth above.

In either event, the Subrecipient shall be provided sixty (60) days' written notice of the suspension or termination and the specific rationale for the action.

H. Default, Suspension, and Repayment Provisions

- 1) **Events of Default.** Notwithstanding anything to the contrary, the Subrecipient's ability and authority to manage the Regional Fund shall automatically be suspended, and may be terminated as provided by this Agreement, upon the occurrence, and during the continuance, of an Event of Default or as otherwise specified in this Agreement. The occurrence of any one or more of the following events or conditions shall constitute an Event of Default under this Agreement, unless a written waiver of the Event of Default is signed by the MSF Fund Manager:
 - a) any representation made by the Subrecipient shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided to the MSF;
 - b) any material breach by the Subrecipient of an obligation of the Subrecipient under this Agreement, including failure to submit reports when due, or failure to maintain the required documents, which is not cured by the Fund Manager to the satisfaction of the MSF Fund Manager within the Cure Period;
 - c) the Subrecipient is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MSF or MEDC, or for any department or agency within the State, including, without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF, the Michigan Economic Growth Authority (or any successors or assigns to any of the foregoing), which is not cured by the Subrecipient to the satisfaction of the MSF Fund Manager within the Cure Period;
 - d) any voluntary bankruptcy or insolvency proceedings are commenced by the Subrecipient;
 - e) any involuntary bankruptcy or insolvency proceedings are commenced against the Subrecipient, which proceedings are not set aside within 60 calendar days from the date of institution thereof;
 - f) the Subrecipient's failure to comply with any provision of this Agreement;
 - g) Misconduct, as defined herein;
 - h) failure of the Subrecipient to adequately advertise and market the Regional Fund and/or the failure of the Regional Fund to have sufficient loan or commercial credit activity to comply with the continuing activity definition adopted by the MSF for the CDBG revolving loan funds; and
 - i) any dissolution of the Subrecipient.

- 2) **Available Remedies.** Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), in addition to the automatic suspension of the Subrecipient's ability and authority to manage the Regional Fund, the MSF may terminate this Agreement, and the Subrecipient's ability and authority to manage the Regional Fund, all at the option of the MSF. The suspension or termination the Subrecipient's ability and authority to manage the Regional Fund or of this Agreement are not intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative, and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Subrecipient shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF. Cure Period shall mean within thirty (30) business days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager.

This Paragraph shall survive the end of the Term of the Agreement for a period of three (3) years.

- 3) **Recourse.** Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), the MSF may recapture Regional Funds used for a project which does not comply with federal or state laws, rules, policies, regulations, or guidance issued within the GAM ("Recapture"). The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to facilitate the realization of remedies from the underlying project, including, if necessary, the assignment to the MSF of all interest in any Regional Fund agreements and any Regional Funds. The Subrecipient further agrees that in the event of any Recapture under this Agreement, any deficiency in the Regional Funds shall become the financial obligation of the Subrecipient to the MSF.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- 1) **Accounting Standards.** The Subrecipient agrees to comply with 24 CFR 570.489(d) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- 2) **Cost Principles.** The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

- 1) **Records to be Maintained.** The Subrecipient shall maintain and provide to the UGLG all records required by the Federal regulations specified in 24 CFR 570.490 and GAM Chapter 8 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Financial records as required by 24 CFR 570.490; and
 - g) Other records necessary to document compliance with Subpart I of 24 CFR Part 570.
- 2) **Access to Records:** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the UGLG, MSF or its agent, or other authorized state and Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 3) **Retention.** Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the UGLG's annual performance and evaluation report to MSF in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 4) **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be

limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to UGLG monitors, or their designees, for review upon request.

- 5) **Disclosure.** The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the UGLG's or Subrecipient's responsibilities with respect to services provided under this contract, may be prohibited by applicable Michigan or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 6) **Closeouts.** The Subrecipient's obligation to the UGLG shall not end until all closeout requirements of the Agreement are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the UGLG), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 7) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the UGLG, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 (thirty) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current UGLG policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

- 1) **Program Income.** The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.489(e). By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on

hand. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the UGLG or MSF.

- 2) **Progress Reports.** The Subrecipient shall submit regular Quarterly Progress Reports to the UGLG in the form, content, and frequency as required by the UGLG.

D. Procurement

- 1) **Compliance.** The Subrecipient shall comply with current UGLG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the UGLG upon termination of this Agreement.
- 2) **OMB Standards.** Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart F.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.489(j) and (k), as applicable, which include, but are not limited to, the following:

- 1) The Subrecipient shall transfer to the MSF or the UGLG, as directed by the MSF, any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- 2) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one (1) of the CDBG National Objectives pursuant to 24 CFR 570.483 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the UGLG an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the UGLG. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the UGLG for the CDBG program; or (b) retained after compensating the UGLG [an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable UGLG ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

- 1) **Compliance.** The Subrecipient agrees to comply with the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) **Nondiscrimination.** The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) **Land Covenants.** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.487 and 570.602. In regard to the sale, lease, or other transfer of land acquired,

cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the UGLG and the MSF are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- 4) **Section 504.** The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The UGLG shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

- 1) **Approved Plan.** The Subrecipient agrees that it shall be committed to carry out pursuant to the UGLG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- 2) **Women- and Minority-Owned Businesses ("W/MBE").** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 3) **Notifications.** The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) **Equal Employment Opportunity and Affirmative Action (“EEO/AA”) Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.
- 5) **Subcontract Provisions.** The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

- 1) **Prohibited Activity.** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 2) **Labor Standards.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the UGLG for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the UGLG pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) **Section 3 Clause.**

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the community area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction,

or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Subrecipient agrees to send to each labor organization or bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1) **Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the UGLG and the MSF thereto; provided, however, that claims for money due or to become due to the Subrecipient from the UGLG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the UGLG. All terms and conditions of this Agreement shall apply to any approved assignment related to the Agreement.

2) **Subcontracts**

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the UGLG prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the UGLG along with documentation concerning the selection process.

3) **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way, or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.489(h) which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a covered person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the UGLG, the Subrecipient, or any designated public agency.
- 5) **Lobbying.** The Subrecipient hereby certifies that:
- a) No Federal appropriated funds have been paid ,or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d) **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6) **Copyright.** If this contract results in any copyrightable material or inventions, the UGLG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1) Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- 2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- 3) Environmental Protection Agency ("EPA") regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487(c), and 24 CFR Part 35, Subpart B. Such regulations pertain

to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The UGLG's (or the MSF's) failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the UGLG (or the MSF) to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

Except as expressly referenced and incorporated, this Agreement constitutes the entire agreement between the UGLG and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the UGLG and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Ironwood

Date: _____

By: _____
Annette Burchell
Mayor

Northern Great Lakes Initiatives d/b/a Northern Initiatives

Date: _____

By: _____
Elissa Sangalli
President

ACKNOWLEDGED AND APPROVED:

MICHIGAN STRATEGIC FUND

Date: _____

By: _____
Valerie Hoag
MSF Fund Manager