

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



Telephone: (906) 932-5050  
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**AGENDA**  
**REGULAR IRONWOOD CITY COMMISSION MEETING**  
**MONDAY, SEPTEMBER 9, 2013**  
**Zoning Board of Appeals Public Hearing – 5:25 P.M.**  
**Regular Meeting - 5:30 P.M.**

**LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING**

**5:25 P.M.**

1. Calling Zoning Board of Appeals to Order.
2. Recording of the Roll.
3. Open Public Hearing.
4. Public Hearing: To hear comment on a variances to allow one more additional accessory building to the principle garage than what is permitted by ordinance, to allow an addition accessory building to exceed the maximum square footage requirement of 200 square feet and to exceed the maximum height limit of 18 feet. (Located at 907 Celia Street).
5. Close Public Hearing.
6. Consider Action on the Variance Request.
7. Adjourn Zoning Board of Appeals.

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**5:30 P.M.**

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

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

\*1) Approval of Minutes – August 20<sup>th</sup> Regular City Commission Meeting.

\*2) Review and Place on File:

- a) Pat O'Donnell Civic Center Meeting Minutes of August 5<sup>th</sup> & Special Meeting of August 8<sup>th</sup>.
- b) Ironwood Housing Commission Meeting Minutes of July 16, 2013.
- c) Downtown Ironwood Development Authority Meeting Minutes of July 25<sup>th</sup>.
- d) Ironwood Planning Commission Meeting Minutes of August 7<sup>th</sup>.

D. Approval of the Agenda.

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

F. AUDIENCE: Introduce two new Permanent /Part Time Ironwood Public Safety Officers, Officer Bucknell and Officer Mullen.

G. PRESENTATION: Mike Rimkus, Public Safety Lieutenant.  
(RE: Update on Blight Enforcement).

#### NEW BUSINESS

H. Discuss and Consider Resolution #013- 025 Governing the 2013 Comprehensive Deer Management Program.

I. Discuss and Consider scheduling a Public Hearing to discuss Blighted Properties at 124 N. Lake Street, 204 E. Oak Street, 310 E. Oak Street, and 319 Albany Street on Monday, October 14, 2013 at 5:15 P.M.

J. Discuss and Consider scheduling a Public Hearing to hear comment on Ordinance No. 498, Book 5 Amending the Code of the City of Ironwood, by Adopting the Uniform Traffic Code and the Motor Carrier Safety Act of 1963 for Monday, September 23, 2013 at 5:25 P.M.

- K. Discuss and Consider declaring surplus an Ironwood Public Safety Department 2000 Chevy Truck and authorizing advertisement to bid with a minimum bid of \$3,500.
- L. Discuss and Consider authorizing purchase of a new Ironwood Public Safety Department vehicle in the amount of \$25,610.00 through the MiDEAL State Program.
- M. Discuss and Consider approving Resolution #013-024 to enter into the Subrecipient Agreement with Northern Initiatives for regionalization of the Revolving Loan Fund Program.
- N. Discuss and Consider declaring obsolete and surplus scrap water meters and miscellaneous iron from the DPW garage and authorizing advertisement to bid.
- O. Discuss and Consider declaring obsolete and surplus office equipment from the Memorial Building and authorizing advertisement to bid.
- P. Discuss and Consider declaring old ice making equipment from the Pat O'Donnell Civic Center surplus and authorizing advertisement to bid with a minimum bid of \$5,000.
- Q. Discuss and Consider approving the Articles of Incorporation for the Michigan's Western Gateway Trail Authority.
- R. Discuss and Consider surplus property purchase request for property on Huron Street by Tanja Sanders.
- S. Discuss and Consider authorizing advertisement to bid surplus equipment for sale #3 for Entrée and Companions.
- T. Discuss and Consider authorizing advertisement to bid surplus equipment for sale #1 for Old World Meats.
- U. Discuss the 2013 Downtown Infrastructure Grant.
- V. Discuss and Consider approval of Restrictive Covenants for the Gas Plant Site.  
**\*\*\* (EXHIBITS FOR REVIEW IN CLERK'S OFFICE) \*\*\***
- W. Discuss and Consider authorizing to enter into a professional service agreement Hoisington Kogler Group Inc (HKGI) not to exceed \$70,000.00 for the development of the City's Comprehensive Plan and authorize City Manager to sign necessary agreements.

- X. Consider approval of Pay Package #6 for Northwoods Paving in the amount of \$11,766.50 for the 2012 Asphalt Paving Program.
- Y. Discuss and Consider awarding bid to Jake's Excavating in the amount of \$53,000 for demolition and removal of blighted structure and clean-up of property at 213 Bonnie Street.
- Z. Discuss and Consider awarding bid to Tunnel Vision/UP Rubber Company in the amount of \$4,161.73 for the Televising Sanitary and Storm Sewers.
- AA. Discuss and Consider authorizing advertisement to bid for Street Sand.
- BB. Discuss and Consider authorizing advertisement to bid for Road Gravel.
- CC. Manager's Report.
- DD. Other Matters (Three Minute Limit).
- EE. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- FF. Adjournment.





## MEMO

**To:** Zoning Board of Appeals

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

**Date:** August 28, 2013

**Meeting Date:** September 9, 2013

**Re:** 2013-008 907 Celia Street Garage Variance

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### Request

Before the Board is a variance request from Robert and Donna Mattson of 907 Celia Street, Ironwood, MI. They are requesting to construct a 30' x 40' (1,200 square feet), 21.5' tall garage to store a mobile home on their property at 907 Celia Street. There are three (3) variances that would be required to construct this garage. The property is zoned R-1 Single-Family Residential.

1. Variance 1: **Section 34-53(7)** states "*One (1) accessory building, in addition to the principal garage, is permitted, but may not exceed two hundred (200) square feet.*" There is already a shed in addition to a detached garage and therefore the garage being proposed is not permitted because there is already one accessory building in addition to the principal garage.
2. Variance 2: **Section 34-53(7)** states "*One (1) accessory building, in addition to the principal garage, is permitted, but may not exceed two hundred (200) square feet.*" The second request, if the first variance is granted to allow another accessory building, is to allow the garage to exceed the size limit of 200 square feet up to 1,200 square feet which is an increase in size by additional 1,000 square feet or a 500 percent increase.
3. Variance 3: **Section 34-53(a)(ii)** states "*For lots greater than ten-thousand (10,000) square feet in area, up to one (1) acre, the accessory building shall not exceed...eighteen (18) feet in height.*" The third request, if the first variance is granted to allow another accessory building, is to allow the garage to exceed the maximum height limit of eighteen (18) feet up to 21.5 feet which is an increase of three and one half (3.5) feet or a nineteen (19) percent increase.

### Background

In 1990, 2000 and 2009 the Zoning Ordinance was replaced with a brand new Zoning Ordinance. Over the course of these decades changes have been made to the regulations regarding garages. The changes to the regulations regarding garages are likely due to the number of variance requests regarding garages over the years.

Variance are intended to be difficult to grant and only granted when all criteria set by ordinance have been met. They are intended for unique and extreme circumstance that limits the use, enjoyment and development of land. Unfortunately, all too often variances are granted for reasons other than intended by ordinance.

Over the last month I have received five (5) inquiries regarding applying for a variance related to garage issues. Best practice would indicate it is better to evaluate the current regulations and make changes to the regulations instead of granting multiple variances. If the same variance requests keep coming before

the Zoning Board of Appeals and are granted then there is something wrong with the regulations and they need to be amended.

**Variance 1: 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. 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.
  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 34-285(6)(d)** Prior to the decision of the ZBA on a request for a use variance, the board may request that the planning commission, upon presentation of the application by the applicant, consider such request and forward a report to the ZBA. If requested by the board such report shall be limited to the planning commission's review of the effect of the proposal on the existing or intended character of the neighborhood and the ability of the property owner to use the property for a use already permitted under the existing zoning classification.

**Per Section 34-286(1)** In the case of a request for a use variance at least two-thirds (2/3) vote of the entire membership (**4 members**) of the ZBA is required in order to decide in favor of 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.)

**Variance 2: Per Section 34-285(6)(b)** A nonuse variance may be allowed by the ZBA only in cases where there is reasonable evidence of practical difficulty in the official record of the hearing and that all of the following conditions are met:

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

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

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

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

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

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

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

**Variance 3:** Per **Section 34-285(6)(b)** A nonuse variance may be allowed by the ZBA only in cases where there is reasonable evidence of practical difficulty in the official record of the hearing and that all of the following conditions are met:

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

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

ii. *Practical difficulty/substantial justice.* Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would unreasonably prevent the use of the property. Granting of a requested variance or appeal would do substantial justice

to the applicant as well as to other property owners in the district and such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and in the vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.

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

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

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

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

Staff recommends investigating amending the regulations to avoid the need for continuing variance requests regarding garages. The City has started the comprehensive planning revision process and it may be worth waiting to make major changes until after the comprehensive plan is complete. This however will take some time and may not be amenable to the residents. The ZBA should consider this as an option.

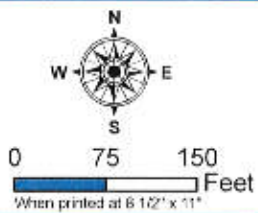
The Board should discuss these three variance requests and consider them against the conditions set forth above.

**Motion 1:** To *Grant/Deny* a variance to **Section 34-53(7)** of the Zoning Ordinance to allow an additional accessory building than already permitted at 907 Celia Street.

**Motion 2:** To *Grant/Deny* a variance to **Section 34-53(7)** of the Zoning Ordinance to permit a 1,200 square foot accessory building at 907 Celia Street.

**Motion 3:** To *Grant/Deny* a variance to **Section 34-53(a)(ii)** of the Zoning Ordinance to permit a 21.5 foot tall accessory building at 907 Celia Street.



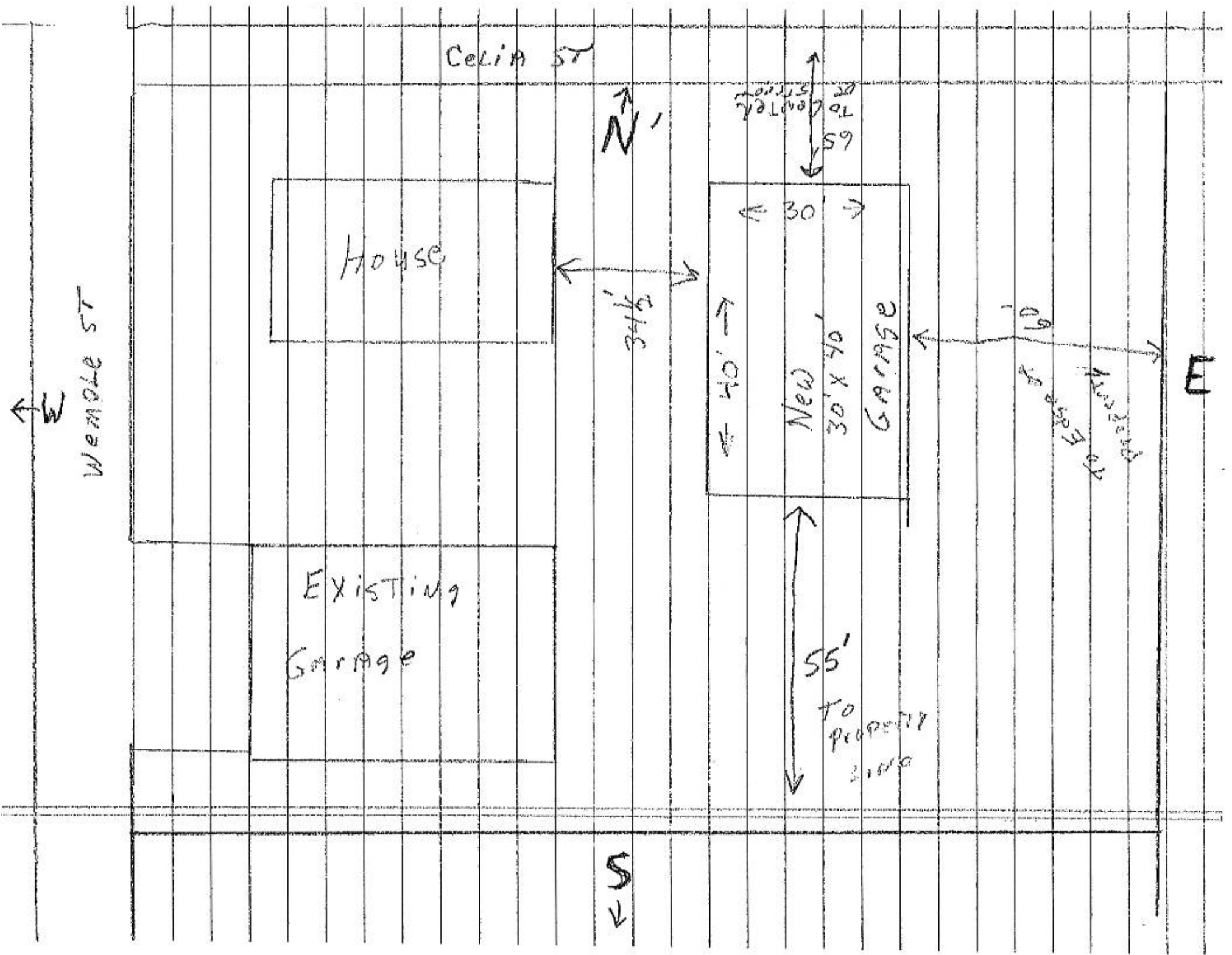


PC Case 2013-008  
 907 Celia St.  
 Garage Variance

Thursday, August 29, 2013

Legend

907 Celia St.



Celia St

Wemple St

House

Existing  
Garage

New  
30' x 40'  
Garage

N

S

34 1/2'

40'

55'

To  
PROPERTY  
LINE

65'  
TO CENTER  
OF STREET

30'

DRIVEWAY  
APPROACH

60'

E





**Proceedings of the Ironwood City Commission**

A Regular Meeting of the Ironwood City Commission was held on August 20, 2013 at 5:30 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

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

B. Recording of the Roll.

PRESENT: Commissioner Cayer, Tauer, and Mayor Pro Tem Semo.

ABSENT: Commissioner Shackelford and Mayor Corcoran.

C. Approval of the Consent Agenda.\*

\*1) Approval of Minutes – August 12th Regular City Commission Meeting.

\*2) Review and Place on File:

a) Carnegie Library Minutes – March 26<sup>th</sup>, April 23<sup>rd</sup>, May 28<sup>th</sup>, June 25<sup>th</sup>, and July 23<sup>rd</sup>.

b) Ironwood Planning Commission Minutes – July 9<sup>th</sup>.

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

D. Approval of the Agenda.

*Motion was made by Tauer, seconded by Cayer and carried to amend the agenda by adding item F1) Discuss and consider scheduling a Zoning Board of Appeals Public Hearing for Monday September 9, 2013 at 5:25 P.M. to hear comment on a variance request from Robert and Donna Mattson to construct one more accessory structure (garage) than permitted by ordinance, to exceed the maximum square footage permitted, and to exceed the maximum height permitted located at 907 Celia Street and F2) Discuss and consider approving lease agreement for rental space at the City Centre with Mara Mackay.*

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

There were none.

**NEW BUSINESS**

F1. Discuss and consider scheduling a Zoning Board of Appeals Public Hearing for Monday September 9, 2013 at 5:25 P.M. to hear comment on a variance request from Robert and Donna Mattson to construct one more accessory structure (garage) than permitted by ordinance, to exceed the maximum square footage permitted, and to exceed the maximum height permitted located at 907 Celia Street.

*Motion was made by Tauer, seconded by Cayer and carried to schedule a Zoning Board of Appeals Public Hearing for Monday, September 9, 2013 at 5:25 P.M. to hear comment on a variance request from Robert and Donna Mattson to construct one more accessory structure (garage) than permitted by ordinance, to exceed the maximum square footage permitted, and to exceed the maximum height permitted located at 907 Celia Street.*



F2. Discuss and consider approving lease agreement for rental space at the City Centre with Mara Mackay.

*Motion was made by Cayer, seconded by Tauer to approve the Commercial Lease Agreement for rental space at the City Centre with Mara Mackay. Unanimously passed by roll call vote.*

F. Discuss and Consider granting an easement to Xcel Energy on Lot 6 of the City of Ironwood Industrial Park (Hope Animal Shelter).

*Motion was made by Tauer, seconded by Cayer to grant an easement to Xcel Energy on Lot 6 of the City of Ironwood Industrial Park (Hope Animal Shelter) and reserve the \$500 fee for mine shaft safety. Unanimously passed by roll call vote.*

G. Discuss and Consider granting an easement to Xcel Energy for Parcel #52-23-276-010 (property located South of Ayer/West of Bonnie).

*Motion was made by Tauer, seconded by Cayer to grant an easement to Xcel Energy for Parcel #52-23-276-010 (property located South of Ayer/West of Bonnie) and reserve the \$1,178 landscape credit for mine shaft safety. Unanimously passed by roll call vote.*

H. Discuss and Consider authorizing the City Manager to evaluate and approve bids for Social Security Office improvements at the Memorial Building.

*Motion was made by Tauer, seconded by Cayer to authorize the City Manager to evaluate and approve bids for the Social Security Office improvements at the Memorial Building. Unanimously passed by roll call vote.*

I. Discuss and Consider Resolution #013-023 recognizing the week of September 8<sup>th</sup> through the 14<sup>th</sup>, 2013 as "Suicide Prevention Week" in the City of Ironwood.

*Motion was made by Tauer, seconded by Cayer to approve Resolution #013-023 recognizing the week of September 8<sup>th</sup> through the 14<sup>th</sup>, 2013 as "Suicide Prevention Week" in the City of Ironwood. Unanimously passed by roll call vote.*

J. Discuss and Consider authorizing advertisement to bid sanitary and storm sewer televising.

*Motion was made by Cayer, seconded by Tauer and carried to authorize advertisement to bid sanitary and storm sewer televising.*

K. Manager's Report.

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

- \*Northwood's Paving was in town last week and worked on the remainder of the Street patches.
- \*The Pat O'Donnell Civic Center's installation of the new Ice Making Equipment has started and the concrete floor is being saw cut and removed by the contractor. The Civic Center will be in need of some volunteer help come September.
- \*City met with EPA to finalize restrictive covenants, operations, and a maintenance plan.
- \*City has been working with FEMA regarding reimbursement for flood expenditures.
- \*Ironwood Public Safety Department (IPSD) has hired two part time officers.

L. Other Matters (Three Minute Limit).

Commissioner Tauer questioned if the blacktop would be completed on Ayer and Mill Street. City Manager Erickson responded by telling him it would not be this year, but perhaps next spring.

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

Paul Grbaveich, of 247 E. Francis addressed several issues with the City Commission from blighted property, garbage, and questions about where the City of Ironwood was getting the money to fund all the projects. Further comments were received.

N. Adjournment.

*Motion was made by Tauer, seconded by Cayer and carried to adjourn the meeting at 6:10 P.M.*

Rick Semo, Mayor Pro Tem

Karen M. Gullan, City Clerk

Civic Center Meeting 8/5/13

1. Meeting called to order by Metzger.
2.
  - a. Roll call—Re, Collins, Justinak, Metzger, and Mgr. Roehm present. Lorenson, Cayer, Grotberg absent.
  - b. Election of officers:
    - i. **Treasurer**—Motion to nominate Justinak (accepted) as treasurer was made by Re, 2<sup>nd</sup> by Collins. Roll call vote was as follows: Metzger—yes, Re—yes, Collins—yes, Justinak—yes. Motion approved.
    - ii. **Chairperson**—Motion to re-elect Metzger (accepted) as chairperson was made by Re, 2<sup>nd</sup> by Collins. Roll call vote was as follows: Collins—yes, Justinak—yes, Re—yes, Metzger—yes. Motion approved.
    - iii. **Secretary**—Motion to nominate Re (accepted) as secretary was made by Collins, 2<sup>nd</sup> by Metzger. Roll call vote was as follows: Justinak—yes, Metzger—yes, Collins—yes, Re—yes. Motion approved.
    - iv. **Vice Chairperson**—Motion to re-elect Lorenson (absent) was made by Collins, 2<sup>nd</sup> by Metzger. Roll call vote was as follows: Collins—yes, Metzger—yes, Justinak—yes, Re—yes. Motion approved.
3. Motion to approve docket and financials was made by Collins, 2<sup>nd</sup> by Justinak. Discussion was held, vote was taken and motion approved.
4. No current meeting minutes.
5. Old business: Project Ice is coming along and looking good. A motion to award bid to Arena Systems was made by Re, 2<sup>nd</sup> by Justinak. Discussion was held. Roll call vote was as follows: Collins—yes, Justinak—yes, Re—yes, Metzger—yes. Motion approved.
6. New Business
  - a. Battle of the Bands was called off Thursday 8/1/13, due to floor project.
  - b. I.C.F.S.C. (Ice Crystals Figure Skating Club) had concerns on why there was an increase in the ice rate. There was an increase by \$10.00/hr to \$115.00/hr due to lack of volunteer help.

7. Public Comment

a. Joe Metzger

- i. Walmart wants to know if the board can donate 3, 10-punch cards for open skating to Rainbow Connection. Rainbow Connection is a foundation to help children.
- ii. Thank you for an exceptional job on Project Ice was given to Jim and Brian, deeply appreciate all the hard work and time put into the project.

b. Brian Roehm

- i. If Project Ice goes through, the possibility of making a donation for the contractor for advertising purposes, e.g. Banner, Thank You in the paper, etc.
- ii. Received AED from Aspirus Medical. Beacon Ambulance will do training for CPR at a later date.

8. Next meeting will be Monday 9/3/13 at 5:00 pm at the Civic Center.

9. Adjournment—Motion made by Metzger.

Civic Center Special Meeting Minutes 8/8/13

1. Meeting was called to order by Metzger.
2. Roll Call—Collins, Lorensen, Metzger, Re and Mgr. Roehm present. Cayer, Grotberg, Justinak absent.
3. Motion to approve docket by Collins, 2<sup>nd</sup> by Lorensen, motion approved.
4. Minutes from 8/5/13 meeting were not available.
5. No old business.
6. New business: review and discussion of memo wrote to the city commission to award floor project bid to Arena Systems was held. Motion to accept memo as printed with the change of Alternate#2 to read Alternate #3 was made by Lorensen, 2<sup>nd</sup> by Collins. Roll call vote was taken as follows, Re—yes, Metzger—yes, Lorensen—yes, Collins—yes, motion approved.
7. No public comment was given
8. Next meeting 9/3/13 at 5:00 pm at the Civic Center
9. Adjournment—Motion made by Lorensen.

IRONWOOD HOUSING COMMISSION  
REGULAR MEETING MINUTES  
JULY 16, 2013 – 4:00 P.M.  
PIONEER PARK APARTMENTS, COMMUNITY ROOM  
515 E VAUGHN STREET – IRONWOOD, MI 49938

The regular meeting of the Ironwood Housing Commission was held on Tuesday, July 16, 2013 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, Michigan. The meeting was open to the public.

Present: Tom Yelich  
Dennis Cossi  
Guy Trier  
George Cisewski  
Kathryn Probelske

1. Call to order

The meeting was called to order at 4:00 p.m. by President Yelich followed by the Pledge of Allegiance.

2. Approval of Minutes

Motion by Cossi, second by Trier to approve the minutes of June 11, 2013.

3 Old Business

3.1.1 A conference call was made to Shane Ellison and Sara Blomquist of Anderson, Tackman & Co. of Iron Mountain, MI. Mr. Ellison stated that benefits and salaries have changed dramatically. Looking at the financials the benefits are more in line for our size housing commission. He also stated that he would not recommend bringing the control accounting in house. He would recommend retaining the fee accountant to do our accounting needs. He stated the findings of the audit have been addressed.

3.1.2 Elevator update

The elevator was scheduled to be redone on August 8, 2013. It was recommended by administration that it be postponed until after the REAC inspection set for August 9, 2013.

3.1.3 Emergency Grant

The board was informed that as of the meeting there was no news on the Emergency Grant.

4. New Business

4.1.1 Employee paid holidays

Discussion was held concerning the additional four holidays given to employees. It was stated by President Yelich that he felt that the holidays were excessive. The meeting was turned over to Dennis Cossi, vice president, to enable Tom Yelich to make a motion. A motion was made by Yelich, second by

Cisewski to remove the four additional holidays. Motion failed on a 3-2 vote with Probelske, Cossi and Trier voting no. Yelich and Cisewski voting yes. Cossi relinquished the chair back to Yelich.

4.1.2 Resolution 2013-11 Uncollectable Accounts Write-Off

Motion by Cossi, to approve the Resolution 2013-11 Uncollectable Accounts Write-Off. Second by Trier. All approved.

4.1.3 Resolution 2013-12 Obsolete Items Write-Off

Motion by Trier to approve Resolution 2013-12, second by Cossi. All approved.

4.1.4 Future Capital Fund Projects

A list of items that will need addressing in the future was presented to the board. Some of these are Deadbolt locks on all doors, three auto open doors for the entrances to Pioneer Park ,Annex including the four-plex, windows, garage doors, garage entry doors on Family Housing. The awnings need to be replaced along with the Mansard roof on Pioneer Park.

5. Financial Reports

5.1.1. Motion by Cossi to approve the disbursements Check #017252 - #017294 second by Cisewski. All approved by unanimous roll call vote.

5.1.2 Claims

Motion by Cossi to approve claims presented Checks # 017295 - 017306 second by Probelske. All approved by unanimous roll call vote.

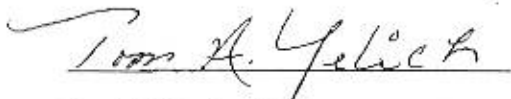
6. Public Comment

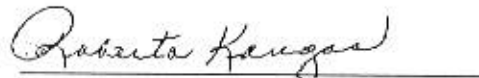
Discussion was held concerning new bingo cards, the walking path and sidewalks.

7. Commissioner Comment

8. Adjournment

Motion by Cossi to adjourn, second by Trier. Meeting was adjourned at 5:10 p.m.

  
Tom Yelich, President

  
Roberta Kangas, Executive Director



**Proceedings of the Downtown Ironwood Development Authority  
Thursday July 25, 2013**

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A regular meeting of the Downtown Ironwood Development Authority was held on Thursday, July 25, 2013 at 8:00 A.M. in Conference Room #1, 2<sup>nd</sup> Floor, Memorial Building, Ironwood, Michigan.

1. Call to Order:

Chair Williams called the meeting to order at 8:00 A.M.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Williams, Tom, Chair		X	X	
Corcoran, Kim		X	X	
Erickson, Tim	X			
Garske, Lea-ann	X			
Peterson, Larry	X			
Schwartz, Becky	X			
Semo, Rick,	X			
Smith-Furgason, Eva	X			
Taconnelli, Peter	X			
Tippett, Rick	X			
	<b>8</b>	<b>2</b>	<b>Quorum</b>	

Also present: Community Development Director Michael J. D. Brown, City of Ironwood, Paul Linn, Finance Director, Scott Erickson City of Ironwood City of Ironwood Manager. Steve Frank was in the audience along with Officer Chiapuzio from Ironwood Police Department.

3. Approval of Minutes:

Steve Frank approached the DIDA, wanting to comment on the Minutes before they were approved. Chair Garske said that Mr. Frank could address the item under Agenda Item #6 (Comments on the Agenda).

**Motion** by Schwartz to accept the meeting minutes from the Meeting on June 27, 2013.  
**Second** by Smith-Furgason. **Motion Carried 8 to 0** with Tacconnelli Abstaining.

4. Approval of the Agenda:

**Motion** by Semo to approve the Agenda. **Second** by Smith-Furgason. **Motion** carried **8 to 0**.



5. Nominations and Elections of Chair and Vice Chair: **Motion** by Garske to nominate Tom Williams as Chair. Garske spoke with Williams, and he would accept this motion. **Second** by Semo. **Motion Carried 8 to 0.**

**Motion** by Garske to nominate Tim Erickson as Vice Chair. **Second** by Rick Semo. Tim Erickson abstained. **Motion carried 8 to 0.**

Peter Taconnelli was sworn in by City of Ironwood Clerk Karen Gullan.

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

Steve Frank was heard on last month's minutes, postage, and how to raise postage to send out donation letters. He expects the minutes from July to be fixed.

7. Citizens wishing to address the Committee on Items not on the Agenda (Three-Minutes Limit):

None

8. Financial Report. Director Linn presented the financials. This is the end of the fiscal year. The flower basket purchasing and flower basket watering were the big items this month. **Motion** by Semo to accept the financials as presented. **Second** by Tippet. **Motion carried 8 to 0.**

9. Items for Discussion and Consideration:

- a. Purchase of a watering tank for flower baskets.

Director Brown has a request from Carianne Casieta for a new watering tank from Northern Tool and Equipment for a 100 gallon tank. The tank is \$239.00. Schwartz asked if this tank could be purchased locally. Shipping was very high at \$149.00. DIDA has gone from 30 baskets to 61 and that is a lot more watering. A special trailer is being built for the 4-wheeler by Cramblits. **Motion** by Semo to authorize an expense of up to \$250.00 for the water tank. **Second** by Smith-Furgason. **Motion Carried 8 to 0.** Further discussion ensued to check locally and buy locally if possible.

- b. Temporary Flower Basket Watering: Director Brown stated that last week Carianne had her baby boy. The gentleman who had the contract to water the plants, got a job, and hurt himself, so doesn't believe he can continue on with the watering. Tippet said the people who are watering now are doing a great job. Director Brown said our Contract is with Carianne. Smith-Furgason said that because the contract is in Carianne's name, she should be able to subcontract as she desires. Garske stated that if there is a problem with the baskets being watered by others, we will talk to Carianne about it. No Action Needed.

10. Project Updates:

- a. 2013 Goals: Director Brown ran down the list of items on the 2013 Goal List and their status. Director Brown explained the process to member Taconnelli and asked him to review this and jump in where he feels there might be a fit. Garske stated Depot Park is mostly done except for a small punch list. Garske would like to see a grant applied for to acquire new playground equipment and awnings. Possibly a Passport Grant. It's through the Department of Natural Resources. Smith-Furgason stated that there is a program for innovative playgrounds; she will get the information to Director Brown.

Semo stated that he would like to move forward on the awning, as well as asked what we can do to get the fencing fixed around the volleyball nets. Whatever we do, must be conducive to snowplowing.

- b. City of Ironwood Director Scott Erickson mentioned that a new DIG grant is coming up in September with the MEDC.
- c. Comprehensive Plan: Director Brown stated that the Comprehensive Plan is going out for bids. Consultant should be on board by October.
- d. Farmers Market is a go for mid-August 16, 2013, on Fridays. Rich Duncanson is talking to vendors and farmers for interest. City of Ironwood Commissioners gave the go ahead. There will be a possible bands, chess tournament/classes, flea markets. This will be a test run this year and we'll work out the details this winter. Peterson stated that during something like this, the main street businesses downtown tend to get pushed aside. We should have a walking tour starting at the Market; and getting the folks to Downtown to include those businesses. Larry said he'd make himself available on Friday's to do a tour.
- e. The Volleyball court is being used daily; however the orange fence is not a plus. Would like to look at a better solution. Straighten up the fence and put the green fencing that was used during Festival Ironwood, it would look better.

11. Other Business:

- a. Peterson had comments about the Walking Tour. During festival he had a number of people who participated, plus the 55 people on the bus tour from Minnesota. He said that he knows the Little Blue Bus is for sale; could that be used for Tours during Festival Ironwood; SISU, trips to local skiing events?
- b. Painting of Light Poles: Smith-Ferguson asked When will this be done? Smith-Ferguson asked staff to contact the boyscout on this project and see if we can set a date and get these painted. Tippett says he is still ready to volunteer supplies for the project.
- c. Smith Ferguson would like an update from the Ironwood Chamber of Commerce next month.
- d. Schwartz got pricing on DIDA brochures starting at \$425 to \$700.00 per thousand.
- e. Banners for the flower baskets: Check with Jacquart Fabrics to see if we can get some pricing on the banners (Remember, buy local).
- f. Tippett said the car show increased by 30% this year at Festival Ironwood.

12. Next Meeting: August 22, 2013

13. Adjournment at 9:00 a.m.

Respectfully Submitted



Thomas Williams, Chair



Kim M. Coon, Community Development Assistant



**Proceedings of the Ironwood Planning Commission  
Wednesday August 7, 2013**

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A Regular Meeting of the Planning Commission was held on Wednesday, August 7, 2013 in the Conference Room #1, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

1. Call to Order:

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

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Bergman, Thomas	X			
Burchell, Bob * arrived 5:45p	X			
Cayer, Joseph Sr.	X			
Davey, Sam	X			
Geib, Courtland	X			
Lemke, Joseph		X	X	
Johnson, Leroy	X			
Semo, Rick, ex-officio, non-voting member		X	X	

Also present: Community Development Director Michael J.D. Brown. In the audience, Dawn Schultz Xcel, Mr. Hudacek, Aaron Somero.

3. Approval of Minutes:

Clarification of July 9, 2013's minutes were discussed for Item 7b, Consideration of PC Case 2013-006 on Clemens Street, Paragraph 4 on the Motion itself. Director Brown and Ass't. Coon will review the recording and Director Brown will email the committee to let them know what the motion was.

**Motion** by Davey to accept the meeting minutes of July 9, 2013 with the stipulation that the recording be reviewed and changes made if needed based on the recording. **Second** by Burchell. **Motion Carried 6 to 0.**

**Note that the recordings were reviewed by Director Brown and Ass't. Coon and changed. Chair Bergman came to the Community Development Office and signed the Minutes along with Ass't. Coon.**

4. Approval of the Agenda:

**Motion** by Burchell to accept the Agenda. **Second** by Geib. **Motion Carried 6 to 0.**

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

None

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

None

7. Items for Discussion and Consideration:

7a. Consideration of Xcel Energy Easement Request:

Xcel is in need of an easement on the City property at Bonnie and Ayer of 70'. The lot of land is currently a prescriptive easement and Xcel would like to make it a formal easement so they can continue working in this area. Xcel has been maintaining this property for the last 15-years or so. Parks and Recreation moved this request forward to the City of Ironwood Commission on August 5.

**Motion** by Burchell to approve the easement as presented and recommend that in the event the pole is to be replaced, if feasible, that it be located to the East side of Bonnie Street and the proceeds go for mine safety. **Second** by Davey. **Motion carried 6 to 0.**

7b: Consideration of PC Case 2013-007 Property Purchase Request on Clemens Street (Hudacek):

Mr. Hudacek was in the audience along with Mr. Aaron Somero (purchasing the Suzik home). Director Brown indicated that this property is not on the surplus property listings. Mr. Hudacek indicated that he is going to use this property for his personal use for his 4-wheeler. He will not be driving his trucks through their. Director Brown indicated that this property would need to have a title search completed to obtain clear title. Chair Bergman said that maybe it would be possible for Mr. Suzik and Mr. Hudacek to split the reasonable costs of the title work and other costs associated with obtaining clear title.

**Motion** by Burchell to make a recommendation to the City of Ironwood Commission, that the parcel be considered for the surplus property list on the condition that the railroad corridor be preserved for trail development for public use. **Second** by Cayer. **Motion Carried 5 to 0. (Note Mr. Davey left this meeting prior to the vote).**

7c: Discussion regarding garage sizes.

Director Brown stated that the apartment complex across from the High School is looking at putting in a garage for its tenants. It is currently zoned R-2 and the maximum size limit is 900sf. There apparently was a mistake in applying this 900sf as it is too small, even for a single family residence much less an apartment facility. An 'accessory use' is not specified in the ordinances. The committee agreed that the 900sf is not reasonable.

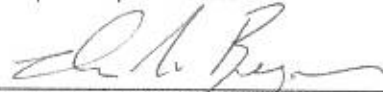
**Motion** by Johnson to direct that staff to come back with recommendations to make the changes for accessory use section of the R-2 district. **Second** by Burchell. **Motion Carried 5 to 0.**

8. Project Updates – Comprehensive Plan: Director Brown explained that Friday is the day that the proposals for the comprehensive plan are due in to the City of Ironwood. He has spoken to a number of businesses that have received the bid package; however, they are not bidding due to the crush of current workloads. Director Brown spoke of his time limit after receiving the bid documents and it was decided that this matter will be brought back to the next Planning Commission meeting on September 4 for review and consideration of the proposals. Prior to that time Director Brown will email the responses he receives to the Committee.
9. Other Business: Medical Marijuana. Director Brown indicated that in this month's Planning and Zoning News, Vol. 31, No. 8, June 2013, there is another case update on the medical marijuana issue. Dispensaries are still illegal in the State of Michigan. This issue will be brought back to the committee as the need arises.
10. Next Meeting: September 4, 2013, 5:30 p.m.
11. Adjournment:

**Motion** by Cayer to adjourn the meeting. **Second** by Johnson. **Motion Carried 5 - 0.**

Adjournment at 7:15 p.m.

Respectfully submitted



Thomas Bergman, Chairman

  
Kim M. Coon, Community Development Assistant

**#013-025**

**RESOLUTION GOVERNING THE 2013 COMPREHENSIVE  
DEER MANAGEMENT BOW HUNT IN THE CITY OF IRONWOOD;  
SETTING RULES AND STANDARDS; AND SETTING FEES**

WHEREAS, the ordinances of the City allow a limited and controlled Comprehensive Deer Management Bow Hunt; and

WHEREAS, the standards and rules for each hunt are determined by resolutions of the City Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following rules and standards shall govern the Comprehensive Deer Management Bow Hunt as amended by Chapter 18, Section 18-234 and authorized by Chapter 6, Article IV, Section 6-100 of the Ironwood City Code of Ordinances, as amended:

- (a) Deer hunting by archery will be conducted in strict conformance with each and every applicable law, rule, and regulation of the United State government, and the State of Michigan, and the City of Ironwood;
- (b) Each participating hunter will be licensed by the State and shall have paid all required fees and have met the standards for certification. Payment shall be made to the City of Ironwood.
- (c) Each hunter shall execute and legally bind himself or herself to an agreement, on a form approved by the City Attorney, to repair or pay for any injury to person, or damage to property of another that arises out of the Hunter's activities in hunting for deer, and to defend and indemnify the City and its agent for any claims against them which arise out of the hunter's activities in hunting for deer;
- (d) Within 48 hours of taking a deer, each hunter shall report to Norrie Club where the animal can be logged for time and place taken, gender of deer and any other relevant information requested;
- (e) The hunt shall run concurrent with the State of Michigan's deer hunting season as defined by the City of Ironwood.
- (f) The areas within which, subject to the laws and ordinances that apply, hunting can take place are those indicated on the map or maps on file in the City Clerk's Office and referred to as the "2013 Comprehensive Deer Management Area Map".
- (g) The hunt shall be managed by the City Manager or his/her designee. Under any circumstances, the law enforcement officers of the City, State, and Federal Government retain their jurisdiction;



- (h) During the designated season only antlerless deer will be harvested within the Designated Management Area, with the exception of an “Earn-A-Buck” incentive. Under the “Earn-A-Buck” incentive a hunter will be entered into a lottery. The lottery will allow a maximum of four (4) bucks to be taken under the “Earn-A-Buck” Program. City of Ironwood Comprehensive Deer Management Participants will also be allowed to harvest a buck if they have harvested three (3) does in complete accordance with the hunt’s rules & regulations;
- (i) Only hunting from tree stands is allowed. Each stand platform must be a minimum of 12 feet above ground;
- (j) Allowed hunting areas. Deer harvesting will be prohibited in all areas of the City except in designated management areas (DMA) on the attached **2013** City of Ironwood Comprehensive Deer Management Map (see attachment), and;
  - 1) No discharge of a bow will be allowed only as designated by the laws & regulations of the State of Michigan;
  - 2) Any place posted “no hunting” in compliance with the law of Michigan.
  - 3) Within 200 feet of the centerline of a roadway.
  - 4) No hunting will be conducted during the hours of 10 a.m. and 2 p.m. in the Miner’s Memorial Heritage Park.
- (k) All hunters are required to attend a **mandatory** Pre-Season Seminar.
- (l) A \$5.00 non-refundable application fee will be charged to all hunters. All hunters who pass the required proficiency test and meet all criteria will be charged a \$15.00 “Land Use Fee”.
- (m) Notification signs shall be posted around the designated hunting area.
- (n) Deer baiting will be allowed per State of Michigan rules and regulations.
- (o) All hunters will be required to take a proficiency test as required by City Ordinance. Testing will be done with broad heads only.
  - 1) Hunters must be tested every 2 years for proficiency and after four (4) years of participating, hunters will be tested once every five (5) years.
- (p) All Deer Management Hunters must be at least seventeen (17) years of age at the time of application.
- (q) **2013** Comprehensive Deer Management Program will be separated into **four (4)** seasons: **September 21<sup>st</sup> – September 22<sup>nd</sup> (Liberty Hunt for Disable Veteran and disabled individuals on private property only)**; October 1<sup>st</sup> – October 25<sup>th</sup>, **2013**, October 26<sup>th</sup> – November 14<sup>th</sup>, and December 1<sup>st</sup> – January 1<sup>st</sup>, **2014**.
- (r) Stands must be removed by January 1, **2014** or three (3) days from successful harvest.
- (s) From November 15<sup>th</sup> – November 30<sup>th</sup> “Eligible” Comprehensive Deer Management Participants will be allowed to hunt one (1) antlered deer in designated areas using their current Michigan Firearm Deer or Combination License.

- (t) A maximum of twenty-five (25) active permits will be issued for City of Ironwood property at any one time. The City of Ironwood may issue a second permit for City of Ironwood property provided there are no other applicants on the waiting list. Additional permits for private landowners may be issued.
- (u) Property owners, once registered with the City Clerk's Office, with ten (10) acres or more of contiguous property bordered by City land will be allowed to obtain a DMA (Deer Management Assistance) Permit to participate in the Comprehensive Deer Management Program, subject to all the rules and regulations of the State of Michigan and individuals receiving said permit shall be responsible for knowledge of said rules and regulations.
- (v) Comprehensive Deer Management Participants may use their Michigan Archery Deer or Combination Deer License for antlerless deer providing they follow all rules and regulations.
- (w) Crossbows will **only** be permitted during the Comprehensive Deer Management Program with proof of handicap crossbow status (in designated areas), or on private property (10 acres or more) with four (4) years of Ironwood Comprehensive Deer Management experience.

WHEREAS, this resolution continues in force until superseded by another resolution governing the seasonal deer hunt in the City.

THEREFORE, BE IT RESOLVED, that the City Commission for the City of Ironwood authorizes the City Manager to conduct a **2013** Comprehensive Deer Management Bow Hunt beginning October 1, **2013**.

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KIM CORCORAN, MAYOR

CERTIFICATION

(SEAL)

I, Karen M. 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 **September 9, 2013**.

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KAREN M. GULLAN, CITY CLERK





09/04/2013





09/04/2013





09/04/2013





09/04/2013













09/04/2013





09/04/2013





09/04/2013



## UNIFORM CODE ADOPTION ORDINANCE

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF IRONWOOD, MICHIGAN BY ADOPTING THE UNIFORM TRAFFIC CODE AND THE MOTOR CARRIER SAFETY ACT OF 1963.**

**CITY OF IRONWOOD**

**BOOK 5, ORDINANCE NO. 498**

THE CITY OF IRONWOOD ORDAINS:

**Section 1.** The City of Ironwood Code is hereby amended to add Section 30-1 to read as follows:

**Sec. 30-1. Adoption of Uniform Traffic Code.** Pursuant to MCL 257.951, the Uniform Traffic Code, Public Act No. 300 of 1949 (MCL 257.1, et seq.), including amendments, and the rules and regulations promulgated by the Department of State Police is hereby adopted by reference for enforcement as a duly adopted ordinance of the City.

**Section 2.** The City of Ironwood Code is hereby amended to add Section 30-2 to read as follows:

**Sec. 30-2. Adoption of Motor Carrier Safety Act of 1963.** Pursuant to MCL 480.21 and MCL 117.3, the Motor Carrier Safety Act of 1963, Public Act No. 181 of 1963 (MCL 480.11, et seq.), including amendments, and the rules and regulations promulgated by the Department of State Police is hereby adopted by reference for enforcement as a duly adopted ordinance of the City.

**Section 3.** The City of Ironwood Code is hereby amended to add Section 30-3 to read as follows:

**Section 30-3. Violations of Uniform Codes.**

(a) A law enforcement officer, upon reasonable cause to belief that a motor vehicle is being operated in violation of Sec. 30-1 or Sec. 30-2, may stop the motor vehicle and inspect the motor vehicle. If a violation is found, the officer may issue a citation for that violation.

(b) Any violation of, or failure to comply with Sec. 30-1 or Sec. 30-2, which violation constitutes a civil infraction under state statute, rule or regulation, shall constitute a civil infraction carrying the fine specifically set forth in the incorporated and adopted provision of the state statute, rule or regulation.

(c) Unless a lesser penalty is otherwise specified in the incorporated and adopted provision of the state statute, rule or regulation, any person who violates the provisions of Sec. 30-1 or Sec. 30-2, shall be guilty of a misdemeanor punishable by a fine not to exceed \$500 plus the cost of prosecution and/or imprisonment for not more than 93 days, for each violation. Each day that a violation occurs shall constitute a separate violation.

**Section 4. Repealer.** Any ordinance that is in conflict with this ordinance is hereby repealed.

**Section 5. 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 6. Effective Date.** The terms and provisions of this ordinance shall become effective 30 days after publication and adoption in accordance with law.

I, Karen M. Gullan, City Clerk, duly elected and qualified clerk of the City of Ironwood, do certify that the above ordinance no. 498 was adopted at a regular meeting of the City Commission held on September 9, 2013.

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KAREN GULLAN, CITY CLERK

Published in accordance with the provisions of Chapter 6 of the City Charter, for the City of Ironwood, Michigan on \_\_\_\_\_, 2013,



**Department of Public Safety**  
123 West McLeod Avenue Ironwood, Michigan 49938  
PHONE: 906-932-1234



**Andrew DiGiorgio**  
*Director of Public Safety*

Date: 9/6/2013

TO: IRONWOOD CITY COMMISSION

- Requesting approval to purchase 2014 Dodge Ram 1500 Quad Cab utility vehicle
  - Currently have received \$9000 USDA Grant
  - Currently budgeted \$8500
  - Requesting additional \$8500 funding source: Blight/General Fund
  - Purchase price \$25,610 (MiDeal)
  
- Requesting to surplus current utility truck, 2000 Chevrolet 2500 long box truck with boss v-plow
  - Requesting that vehicle sale money be used to purchase a plow for new utility truck
  
- Requesting to authorize bids for sale of 2000 Chevrolet 2500 long box truck with boss v-plow
  - Minimum bid \$3500

**BILL SNETHKAMP - FLEET**

6131 S. Pennsylvania Ave.

Lansing, MI 48911

(517) 394-1022

(800) 863-6343 ext:341

FAX: (517) 394-1282

tsasso@snethkamp.com

# QUOTATION

Name: City of Ironwood

Address: ipsd@cityofironwood.org

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: Director Andrew DiGeorgio

Phone: 906-932-1234 Fax: 906-932-4808

Date: August 22, 2013

Quote: 822

Description	Unit Price
STATE OF MICHIGAN CONTRACT (MIDeal) #071B1300010	
2014 Ram Crew Cab 4 X 4 SSV	\$23,998.00
ADD:	
DSA Anti-Spin Axle	\$276.00
DMH 9.92 axle ratio	\$43.00
ADB Protection Group (Skid Plates)	\$128.00
XA9 Ram Box System	\$1,101.00
NXF 32 Gal. fuel tank	\$64.00
Note: Per contract delivery is available @ 2.00 per one way mileage.	

Total Cost: \$25,610.00

Signed: Tony Sasso



Exceptional work demands exceptional vehicles — and the 2013 Ram 1500 Special Service vehicle meets the need, featuring the technical developments and engineering innovations that make the new 2013 Ram 1500 civilian version the buzz on the street. Here, spacious Crew Cab models include five-foot seven-inch or six-foot four-inch beds, backed by a comprehensive and systemic approach to design and engineering that focuses on maximum power for the job — and on attaining the greatest economy possible from every drop of fuel. New aerodynamic styling, all-new truck technology, and an impressive list of standard safety and security features — like Electronic Stability Control (ESC)<sup>1</sup> — merely start the extensive list of assets of the 2013 Ram 1500 Special Service vehicle. In every way, this truck is ideal for all police, border, and security applications.

#### PRODUCT HIGHLIGHTS

- 2013 model-year vehicles come equipped with a transferable 5-Year/100,000-Mile Powertrain Limited Warranty<sup>2</sup>
- Legendary 5.7L HEMI<sup>®</sup> V8 with Variable Valve Timing and MDS Fuel Saver Technology — Standard
- 65RFE six-speed automatic transmission — Standard
- Part-time four-wheel-drive system
- 220-amp alternator
- New engine oil cooler
- Remote keyless entry
- New electronic power steering — Standard
- New quad lens headlamps — Standard
- New interior seat fabrics
- Uconnect 3.0 AM/FM radio
- New interior and instrument panel
- Special instrument cluster
- New exterior styling, including revised grille, front bumper, and upper fascia
- New 17-inch steel wheels
- SiriusXM<sup>™</sup> Satellite Radio,<sup>3</sup> which includes one-year trial period provided by Sirius — Available

#### SAFETY/SECURITY

- Electronic Stability Control (ESC)<sup>1</sup> System; includes new Rain Brake Support, new Ready Alert Braking, Electronic Roll Mitigation, AntiLock Brakes, Brake Assst, Hill Start Assist, and Trailer Sway Control — Standard (see following note)

Note: departing from the civilian version, the 2013 Ram 1500 Special Service vehicle features *multiple* ESC modes: ON (the automatic default mode, active when the ignition is turned on); PARTIAL (helpful in snow or loose road surfaces); and OFF (the default mode for 4WD LOW; the system retains only AntiLock Brakes and Hill Start Assist)

- Two front advanced multistage air bags<sup>4</sup>
- Front supplemental seat-mounted side air bags<sup>5</sup> — Standard
- Supplemental side-curtain air bags<sup>6</sup> for the first and second rows — Standard
- Remote Keyless/Illuminated Entry — Standard
- Remote start system — Available
- Security alarm — Available
- Sentry Key<sup>®</sup> anti-theft engine immobilizer — Standard
- Tire Pressure Monitoring System with display — Standard

#### FLEET FEATURES

- SiriusXM Satellite Radio<sup>3</sup> — Available
- 10-way power driver's seat — Available
- Daytime running lamps — Available

<sup>1</sup>Always drive carefully, obedient with conditions. Always wear your seat belt. <sup>2</sup>See dealer for details and a copy of this limited warranty. <sup>3</sup>Sirius services require a subscription, sold separately after 12-month trial. Included with vehicle purchase/lease. Subscription governed by SiriusXM Customer Agreement as shown with use. It may be able to continue your SiriusXM service to the end of your contract term, but the plan you choose will automatically renew and bill at then-current rates until you call SiriusXM at 1-866-636-9349 to cancel. SiriusXM U.S. service available within a day to those at least 18 years of age in the 48 contiguous United States, D.C. Web Sites also available in the U.S. Go to [www.siriusxm.com/csr](http://www.siriusxm.com/csr) for available coverage. © 2012 SiriusXM Radio Inc. <sup>4</sup>Always sit properly in the seat with the seat belt fastened.

## RAM 1500 SPECIAL SERVICE

## CHRYSLER GROUP FLEET

## STANDARD ON 2013 RAM 1500 SPECIAL SERVICE

- CPIS Package 25A

## POWERTRAIN

- 5.7L HEMI V8 with VVT and Fuel Saver Technology (E24)
- 6SPR6 6-speed Automatic Transmission

## MECHANICAL FEATURES

- Alternator – 220-amp
- Axle – 3.55 ratio
- Engine Cooling – Heavy-duty
- Fuel Tank – 26-gallon
- Shock Absorbers – Front, heavy-duty
- Rear, heavy-duty
- Smart Start Control – Prevents starter operation while engine is running
- Stabilizer Bar – Front
- Rear
- Steering – Electronic power rack-and-pinion
- Suspension – Front, upper and lower A-arms, coil springs, twin-tube shocks
- Rear, live-link, coil springs, twin-tube shocks
- Transfer Case – Electronic part-time
- Winch – Tire carrier

## EXTERIOR FEATURES

- Air Dam – Flexible 38-mm
- Barding – HEMI 5.7-liter
- 4x4
- Bed Rail Caps – Top covers for bed sides
- Body Model – Crew Cab with 5'7" box
- Crew Cab with 6'4" box (late availability)
- Bumpers – Front, black
- Rear, black
- Exhaust – Single rear
- Fenders – Front, upper black
- Glass – Tinted windows
- Grille – Black surround, black hex-link
- Headlamps – Automatic
- Headlamps – Quad lens halogen
- Tailgate – Locking, removable, with lift assist
- Tail Lamps – Incandescent
- Tires – P265/70R17 3SW A – Season
- Wheelie – Steel spare
- Wheels – 17-inch x 20-inch steel, painted Argent
- Windshield Wipers – variable-intermittent

## INTERIOR FEATURES

- Air Conditioning
- Assist Handles – Driver and passengerside
- Bezel – Center stack, color-keyed
- Cluster – Instrument with certified speedometer
- Colors – Interior trim, Black/Digital Gray
- Door Locks – Power
- Floor Covering – Heavy-duty vinyl
- Lighting – Ambient, switches, interior mirror, blue LED courtesy, dome light, incandescent
- Mirrors, Interior – Rearview manual day/night
- Pedals – Non-adjustable
- Power Accessory Delay
- Power Outlet – Two, 12-volt auxiliary,
- 115-volt A/C
- Seat Belts – Front, shoulder-height adjustable; rear, three-point
- Seats
- 10-way power driver
- Cloth bucket front seats with 10-way power adjustment for driver, 115-volt auxiliary power outlet, center console delete, folding rear bench seat trimmed in vinyl
- Speed Control
- Steering – Tilt column
- Steering Wheel – Urethane
- Storage – Rear, in-floor storage bins; two, with removable liners
- Rear, under-seat compartment
- Tie Strap – One-step starting feature
- Turn Signals – Three-blink lane-change feature
- Windows – Power, front and rear, with driver's one touch-down and-up

## UCONNECT™ MULTIMEDIA

- Radio – Uconnect 3.0 AM/FM
- Radio – Uconnect 5.0 AM/FM/8T – Available
- Six Speaker System – Standard

## SAFETY AND SECURITY

- Air Bags<sup>1)</sup> – Advanced multistage front
- Air Bags<sup>1)</sup> – Supplemental side curtain
- Air Bags<sup>1)</sup> – Supplemental front seat-mounted side air bag
- Brakes – Power-assisted 4-wheel anti-lock disc
- Brake Override
- Electronic Stability Control (ESC)<sup>2)</sup> Includes ABS, Brake Assist, All-Speed Traction Control, Roll-over Protection, Ready Alert Braking, Electronic Roll Mitigation, Hill Start Assist and Trailer Sway Control
- Sentry Key<sup>3)</sup> Theft Deterrent – Engine Immobilizer
- Tire Pressure Monitor System With Display

## PACKAGE GROUPS

- Special Service Group – Crew Cab 4x4 only; Includes 5.7L HEMI V8 with 6-speed automatic transmission, 220-amp alternator, <sup>1)</sup> D5 cloth bucket front seats with rear vinyl, bench seat, engine oil cooler, additional key fob, Remote Keyless Entry, color-keyed instrument panel bezel, special certified instrument panel cluster, fixed rear window with defrost, auxiliary switches – Standard
- Regular Equipment Group; Includes 40/20/40 cloth bench seat, carpet floor covering, floor mats – Available

<sup>1)</sup> Always sit properly in the seat with the seat belt fastened. <sup>2)</sup> Always drive carefully, consistent with conditions. Always wear your seat belt. <sup>3)</sup> Some features and/or applications may be late availability.

**RESOLUTION #013-024**

**Revolving Loan Fund Regionalization Resolution**

**WHEREAS**, the Regional Fund will operate in a way that is consistent with the City of Ironwood's community development plan.

**WHEREAS**, the City of Ironwood agrees to assume all of the responsibilities for environmental review, decision making and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58 and accepts the current GAM.

**WHEREAS**, the City of Ironwood Mayor, or authorized agent, is authorized to sign Regional Fund related documents on behalf of the City of Ironwood, including the Subrecipient Agreement and Statement of Assurances

**WHEREAS**, the City of Ironwood Community Development Director, or authorized agent, is authorized to represent and vote on behalf of the City of Ironwood as a member of the Regional Fund Loan Approval Committee.

**THEREFORE BE IT FURTHER RESOLVED** that the City of Ironwood voluntarily enters into the Subrecipient Agreement as described in Exhibit A.

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

\_\_\_\_\_

Kim Corcoran, 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 September 9, 2013.

\_\_\_\_\_

Karen M. Gullan, City Clerk



EXHIBIT A – SUBRECIPIENT AGREEMENT

**SUBRECIPIENT AGREEMENT  
BETWEEN CITY OF IRONWOOD, MI  
AND  
NORTHERN INITIATIVES  
FOR  
MICHIGAN CDBG PROGRAM**

THIS SUBRECIPIENT AGREEMENT (Agreement), entered this 9th day of September, 2013 by and between the City of Ironwood, MI (herein called the Unit of General Local Government or “UGLG”) and Northern 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), including the Subrecipient as the RFM for Region 1;

WHEREAS, the UGLG and its Local RLF are within Region 1 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 City of Ironwood, MI.” 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 Application 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 City of Ironwood, MI 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:
  - the business' need for financial assistance;
  - the feasibility of the proposed venture or business activity;
  - the past business experience of the applicant;
  - the reasonableness of the proposed costs and return to the applicant;
  - the commitment of other sources of funds;
  - and 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. 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 (at least quarterly) 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 quarterly 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 570.500(a)) 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 570.500(b).
- 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 570.208(a)(4) and 570.209, and (d) proper utilization of program income received. All such records will be maintained according to the general requirements of 24 CFR 570.506 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 “Successful” 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:
  - 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
  - Oversee Local/Regional RLF budget and project amendments
  - Oversee field review and audits of project activities and overall project progress
  - Review final close-out reports prepared by Subrecipient prior to submission to the MSF
  - Oversee and monitor third-party contracts related to projects that utilize its program income
  - Review quarterly reporting prepared by the Subrecipient
  - Attend on-site project monitoring with the MSF and Subrecipient
  - Attend on-site monitoring of Subrecipient with MSF, as requested
  - 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.
- 3) **Required actions:** contemporaneous with the signing of this Agreement, the UGLG shall submit to the MSF the information below as provided in the attached **Exhibit A** and **Exhibit B**:
- a. Appointment of signatory/representative to Regional Fund Loan Approval Committee
  - b. Acceptance of current GAM
  - c. Statement of Assurances

## **II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 9<sup>th</sup> day of September, 2013 and end on the 24<sup>th</sup> day of October 2015. 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 84.21.

**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:

Name Michael J. D. Brown  
Title Community Development Director  
Address 213 S. Marquette St  
Ironwood, MI 49938

Subrecipient:

Name Dennis West  
Title President  
Address 1401 Presque Isle Ave, 202  
Jacobetti Center. 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 Application 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 (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604; 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 24 CFR 84.31 and 84.48, 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 24 CFR 85.43, 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 24 CFR 85.44, 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 sixty (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 84.21–28 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 OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. 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 570.506 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 570.502, and 24 CFR 84.21–28; and
  - g. Other records necessary to document compliance with Subpart K 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) **Close-outs:** The Subrecipient’s obligation to the UGLG shall not end until all close-out requirements of the Agreement are completed. Activities during this close-out 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 & 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 570.500(a)) 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 570.504. 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 24 CFR 84.40-48.

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 570.502, 570.503, and 570.504, 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 570.208 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 570.601 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 84.42 and 570.611, 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 570.608, 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, MI

By \_\_\_\_\_  
Chief Elected Official or Executive Officer  
Date:

Northern Initiatives

By \_\_\_\_\_  
Date:

ACKNOWLEDGED AND APPROVED:

MICHIGAN STRATEGIC FUND

\_\_\_\_\_  
MSF Fund Manager  
Date:

**EXHIBIT A - RESOLUTION #013-024**

## **EXHIBIT B**

### **Statement of Assurances**

(To be certified by the authorized Unit of General Local Government Representative)

The City of Ironwood, MI (UGLG) hereby affirms and certifies that it has complied and shall comply with Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301), and related statutes and implementing rules, regulations, and guidelines applicable to projects financed under the Michigan Community Development Block Grant program. Specific certifications include but are not limited to the following:

1. The UGLG shall in a timely manner for each proposed project:
  - a. furnish its citizens the proposed application and information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons as a result of proposed activities and for assisting persons actually displaced;
  - b. publish a public notice (a copy of which is attached) in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities; and
  - c. hold one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs.
2. The UGLG shall conduct and administer the RLF in conformity with Public Law 88-352 and Public Law 90-284, and will affirmatively further fair housing;
3. The UGLG shall assure projects give maximum feasible priority to activities which will benefit low and moderate income families or aid to the prevention or elimination of slum or blight;
4. The UGLG has developed a community development plan that identifies community development and housing needs and specifies both short and long term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;
5. The UGLG will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (b) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (a);
6. The UGLG shall adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions;

7. The UGLG shall assure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned 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.

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 a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

8. The UGLG shall comply with financial management guidelines in 24 CFR Part 85, Administrative Requirements for Grants to State and Local Governments, and U.S. Office of Management and Budget Circular No. A-87, Cost Principles for State and Local Governments;
9. The UGLG shall comply with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statues and implementing rules and regulations;
10. The UGLG shall comply with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations;
11. The UGLG shall comply with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831);
12. The UGLG shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations;
13. The UGLG shall comply with OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations and implementing rules and regulations;
14. The UGLG shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8; and
15. The UGLG shall provide authorized state officials and representatives with access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project.

---

Mayor Kim Corcoran

Date

# CITY OF IRONWOOD

"Live Where You Play"

213 S. Marquette Street  
Ironwood, Michigan 49938



Telephone: (906) 932-5050  
Fax: (906) 932-5745  
[www.cityofironwood.org](http://www.cityofironwood.org)

August 26, 2013

To: Ironwood City Commission  
Scott Erickson, City Manager

From: Bob Tervonen, Utilities Manager

Re: Request to Bid to Sell Scrap Meters and Obsolete Iron

I am requesting the Ironwood City Commission to bid to sell obsolete scrap meters and iron at the DPW site. The meters have been replaced and can no longer be used and the iron are obsolete hydrants and miscellaneous pipe that were removed from the water system the past few years.

Please contact me if you have any questions.

# MEMO

DATE: August 16, 2013

TO: Scott B. Erickson, City Manager  
Kim Corcoran, Mayor & City Commission

FROM: Karen M. Gullan, City Clerk

RE: Request to Bid to Sell obsolete furniture and other items

City Staff would like to request permission to authorize the sale of obsolete miscellaneous items taken out of the old Engineer, District Court, and other Offices no longer used at the Memorial Building.

Thank you for your consideration.

Pat O'Donnell Civic Center  
E4972 Jackson Road  
Ironwood, MI.

September 3, 2013

Dear Commissioners;

We, the Pat O'Donnell Civic Center Board of Directors recommends and seeks permission from the Ironwood City Commission to sell the old ice making equipment for a minimum bid of \$5,000, which includes the matt system and headers for the matts.

We would also like to entertain bids to sell surplus items and materials at a later time pending research.

Thank you!!

Sincerely;

Brian Roehm, Manager  
Joe Metzger, Chair  
John Lorenson, Vice Chair  
Marcus Re, Secretary  
Jim Collins  
Gabe Justinak  
Joe Cayer



**ARTICLES OF INCORPORATION  
FOR THE MICHIGAN'S WESTERN GATEWAY TRAIL AUTHORITY**

These Articles of Incorporation are adopted, signed, and acknowledged by the incorporating units for the purpose of forming a recreational authority under the provisions of Act No. 321, Public Acts of 2000 (the "Recreational Authorities Act").

**ARTICLE I  
NAME**

This authority shall be known as the Michigan's Western Gateway Trail Authority, hereinafter referred to as the Authority.

**ARTICLE II  
PARTICIPATING MUNICIPALITIES AND TERRITORY**

The participating municipalities are the City of Ironwood, the Township of Bessemer, the City of Bessemer, the Township of Wakefield, the City of Wakefield, each a municipal corporation of Michigan. They are hereafter referred to as the participating municipalities. The "territory of the Authority" shall be the corporate boundaries of each participating municipality.

**ARTICLE III  
ADDITION OR WITHDRAWAL OF PARTICIPATING MUNICIPALITIES**

Section 1      A municipality may become a participating municipality in the Authority only upon an affirmative vote of the Recreation Authority and the proposed participating municipality. If the Authority has been authorized to levy a tax, the addition of another participating municipality shall be contingent upon approval by the electors of the proposed municipality of a tax, equivalent to that which is being levied by the municipalities in millage rate and term at the time the proposed municipality becomes a participating municipality.

Section 2      A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

Section 3      A participating municipality may withdraw from the Authority, subject to the limitation in Section 2 of this Article, by resolution of the participating municipality's legislative body approving the withdrawal, a certified copy of the resolution shall be provided to the Board at least 60 days prior to the effective date of the withdrawal.

## ARTICLE IV PURPOSES

The purposes for which the Authority is established are as follows:

- A. To acquire, construct, operate, maintain or improve a public park for recreational purposes, specifically limited to a permanent, year-round signed and surfaced trail system, which trail system shall be open to the public for use under such terms, conditions, and limitations as may be established by the Governing Board of the Authority.
- B. To provide for a multi-use trail system that connects populated areas, subject to the limitations set forth in Paragraph A. above.
- C. To provide amenities along the trail including parking areas, bike racks, directional signage, interpretative signage, kiosks, trailhead facilities, etc., that add to the enjoyment of the trail experience.
- D. To encourage tourism development along the trail system.
- E. To encourage municipalities or other entities to tie compatible links into the trail system allowing for greater access to businesses, parks, and schools.
- F. To conduct such other activities as are permitted under the laws of the State of Michigan, particularly the Recreational Authorities Act, Act No. 321, Public Acts of 2000.

## ARTICLE V POWERS AND DUTIES

Section 1 The Authority is an authority under Section 6 of Article IX of the State Constitution of 1963. It shall be a body corporate with power to sue and be sued in any court of the State of Michigan. It shall have the powers and duties as established by the Recreational Authorities Act (being MCL 123.1131, et seq.) and incidental thereto.

**Section 2 The Authority shall have the power to acquire and hold, by purchase, lease, option, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the Authority.** The property may include franchises, easements, or rights of way on, under, or above any property. The Authority may pay for the property from, or pledge for the payment of the property, revenue of the Authority.

Section 3 The Authority may donate, sell, lease or otherwise transfer its property or any part thereof or interest therein to one or more of the participating municipalities or to any other person or entity.

Section 4 The Authority may apply for and accept grants and contributions from individuals, the federal government or any of its agencies, the State of Michigan, a municipality, or other public or private agencies to be used for any of the purposes of the Authority.

Section 5 The Authority may borrow money and issue revenue bonds or notes to finance the acquisition, construction, and improvement of its recreational purposes. Bonds or

notes issued by the Authority are a debt of the Authority and not of the participating municipalities.

Section 6 Before a proposal for a tax to fund the activities of the Authority is placed before the electors in each of the participating municipalities, the proposal shall be adopted by a resolution of the Board and certified by the Board not later than 60 days before the election in accordance with the recreational authorities act. The provisions of the ballot proposal shall comply with said act.

Section 7 The Authority may hire full-time or part-time employees and retain professional services.

Section 8 The Authority may provide for the maintenance of all of the real and personal property of the Authority.

Section 9 The Authority may assess and collect user fees for services provided by and expenses incurred by the Authority.

Section 10 The Authority may receive revenue as appropriated by the legislature of the State of Michigan or a participating municipality.

Section 11 The Authority may enter into contracts incidental to or necessary for the accomplishment of the purposes of the Authority.

Section 12 The Authority's operation of public facilities shall be limited to only those public facilities and lands that it has acquired, that have been transferred to the Authority by a participating municipality or through contracts, leases, easements, gifts or other means as provided in the Recreation Authority Act , Act 321 of 2000. Nothing in these Articles shall obligate a participating municipality to transfer any park, recreation center, or any land or interest therein to the Authority.

Section 13 The fiscal year of the Authority shall be the calendar year.

## ARTICLE VI GOVERNING BOARD

Section 1 The business and affairs of the Authority shall be managed by a Board of Directors, which is the governing body of the Authority. The Board of Directors shall consist of an odd number of members, with one member to be appointed by the legislative body of each participating municipality. Should the Authority grow or shrink to represent an even number of participating municipalities, the legislative body of Gogebic County will appoint a member to maintain an odd number of directors. The County appointed member must be a qualified elector of one of the participating municipalities of the Authority. The County appointed member will come off the Board should the number of participating municipalities become an odd number.

Section 2 All Authority decisions must be passed by a majority of the members of the Board.

Section 3 Members of the legislative body of a participating municipality are eligible for appointment to the Board. Each municipal appointee must be a qualified elector residing in the appointing jurisdiction.

Section 4 The terms of the initial Board of Directors shall be three (3) years. After the initial three years, the terms of the Board members shall be staggered so that the terms of approximately one-third (1/3) of the Board members expire each year. The Board shall select a random method to stagger the terms. Board members may be re-appointed.

Section 5 The Board shall adopt and amend bylaws including rules of procedure consistent with the provisions of the Recreational Authorities Act. The bylaws shall provide for regular meetings of the Board, not less frequent than quarterly.

Section 6 The Board shall select the following officers: Chairperson, Treasurer, and Secretary. There may also be such assistant officers as the Board of Directors deems appropriate. The duties of each office shall be as set forth in the bylaws.

Section 7 No member of the Board shall receive compensation for services as a member of the Board but members of the Board are entitled to reimbursement for reasonable expenses, including expenses for travel previously authorized by the Board, incurred in the discharge of his or her duties.

Section 8 A member of the Board may be removed from office as provided by and in accordance with the Recreational Authorities Act.

Section 9 In the event a vacancy occurs on the Board because of death, resignation, removal, change of residency, or other reason as set forth in MCL 201.3, the vacancy shall be filled within 30 days of the vacancy occurring in the same manner as the original appointment, and the member appointed shall serve for the remainder of the unexpired term.

Section 10 Officer vacancies shall be filled by a majority vote of the members of the Board of Directors present at any regular or special meeting of the Board which shall elect a successor to serve until the expiration of the normal term of such officer or until his or her successor shall be elected.

## ARTICLE VII DISSOLUTION OF AUTHORITY

The Authority shall be automatically dissolved within sixty (60) days from and after the election date if any of the electors in any of the participating municipalities of the Authority fail to approve a public recreation tax on all of the taxable property within each of the participating municipalities of the Authority by \_\_\_\_\_. Notwithstanding the foregoing, if the participating municipalities, acting through their respective governing bodies within such sixty (60) day period, elect to extend its duration, then the Authority shall continue for so long as then specified by the participating municipalities. If the electors so approve such tax, the Authority's duration shall continue for so long as an approved millage remains in effect.

ARTICLE VIII  
PUBLIC BODY

The Authority is a public body and shall comply with the requirements of the Michigan Open Meetings Act, Act 267 of the Public Acts of 1976, as amended, and the Freedom of Information Act, Act 442 of the Public Acts of 1976, as amended.

ARTICLE IX  
AUDIT

The Board shall obtain an annual audit of the Authority pursuant to Section 27 of the act, being MCL 123.1157. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

ARTICLE X  
PUBLICATION AND ADOPTION

Section 1 A copy of these Articles of Incorporation shall be published once in the Ironwood Daily Globe, being a newspaper generally circulated within the participating municipalities, prior to adoption as set forth in Section 2 below.

Section 2 These Articles of Incorporation shall be adopted by an affirmative vote of a majority of the members serving on the legislative body of each participating municipality.

ARTICLE XI  
AMENDMENT

Amendment to these Articles of Incorporation shall be made only as authorized by the Recreational Authorities Act. Amendments shall be published once in the Ironwood Daily Globe no less than fourteen (14) days before adoption.

ARTICLE XII  
EFFECTIVE DATE

These Articles of Incorporation shall become effective upon filing with the Secretary of State by the clerk of the last participating municipality to adopt the Articles.

IN WITNESS WHEREOF, the participating municipalities have adopted and authorized to be executed these Articles of Incorporation, in behalf of the City of Ironwood, by the Mayor and the City Clerk, and the City of Bessemer, by the Mayor and the City Clerk, and the Township of Bessemer, by the Supervisor and the Township Clerk, and the Township of Wakefield, by the Supervisor and the Township Clerk, and the City of Wakefield, by the Mayor and the City Clerk.

**CITY OF IRONWOOD**, a Michigan  
municipal corporation.

\_\_\_\_\_  
Kim Corcoran, Mayor

\_\_\_\_\_  
Karen M. Gullan, City Clerk

The foregoing Articles of Incorporation were adopted by the City Commission of the  
City of Ironwood, Michigan, at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen M. Gullan, City Clerk

**CITY OF BESSEMER**, a Michigan  
municipal corporation.

\_\_\_\_\_  
John J. Frello, Mayor

\_\_\_\_\_  
James Trudgeon, City Clerk/Treasurer

The foregoing Articles of Incorporation were adopted by the City Council of the City of  
Bessemer, Michigan, at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated: \_\_\_\_\_

\_\_\_\_\_  
James Trudgeon, City Clerk/Treasurer

**CITY OF WAKEFIELD**, a Michigan municipal corporation.

\_\_\_\_\_  
Richard Bolen, Mayor

\_\_\_\_\_  
Jennifer Jacobson, City Clerk

The foregoing Articles of Incorporation were adopted by the City Council of the City of Wakefield, Michigan, at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Jacobson, City Clerk

**TOWNSHIP OF BESSEMER**, a Michigan municipal corporation.

\_\_\_\_\_  
Jeffrey Randall, Supervisor

\_\_\_\_\_  
Debra Janczak, Township Clerk

The foregoing Articles of Incorporation were adopted by the Township of Bessemer Board at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Debra Janczak, Township Clerk



**TOWNSHIP OF WAKEFIELD, a**  
Michigan municipal corporation

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John Cox, Supervisor

---

Mandy Lake, Township Clerk

The foregoing Articles of Incorporation were adopted by the Township of Wakefield Board at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

---

Mandy Lake, Township Clerk



## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** August 29, 2013

Meeting Date: September 9, 2013

**Re:** Surplus Property Request on Huron St.

---

Before the Commission is a surplus property request from Tanja Sander at 651 Huron St. She is requesting to purchase the property to the east of her for \$500. The current price is \$1,750.00. Parks & Recreation Committee and the Planning Commission both reviewed this request.

Parks and Recreation recommended selling the property for \$500 but wants to make sure the path that is being used east of this property is maintained if the path lies within the property (through an easement if necessary).

Planning recommended selling the property for \$500 as well but suggests the City reevaluate its surplus list prices and adjust as necessary.

The Commission should discuss if it would like to sell this property at the requested \$500 price or if modifications to the price are needed.

6-7-2013

Dennis Hewitt  
City of Ironwood Building Inspector  
213 South Marquette Street  
Ironwood, Michigan 49938

Mr. Hewitt:

I would like to make a offer for the city owned vacant lot adjacent to my property located at 651 Huron street. I think \$500.00 would be a fair price for the parcel as it has be vacant for quite some time and it does need some ground work. My plan is to erect a garage on the property. If there was a foundation under the previous house, can you tell me if it was removed . I also would like to know what the taxes would be with/without a garage that would be approximately 24' wide by 28' long. Thank you for your consideration.

Tanja Sanders  
651 Huron Street  
Ironwood Michigan, 49938  
Phone number 1-906-364-0385

A handwritten signature in cursive script that reads "Tanja Sanders". The signature is written over a horizontal dashed line.

# Memo

**To:** Michael Brown  
**From:** Dennis Hewitt  
**Date:** 6/27/2013  
**Re:** Huron Street Property

---

The property located at 655 Huron Street is on the City of Ironwood surplus property list. The property is 50'x105', with a minimum bid of \$1,750. The minimum bid is based on a \$35/front foot value. This property is not a buildable lot by its self. It has value to the adjacent property owner to make her property larger. The offer that she submitted for \$500 is a good offer for this property she will maintain the property and possibly construct a garage on it.

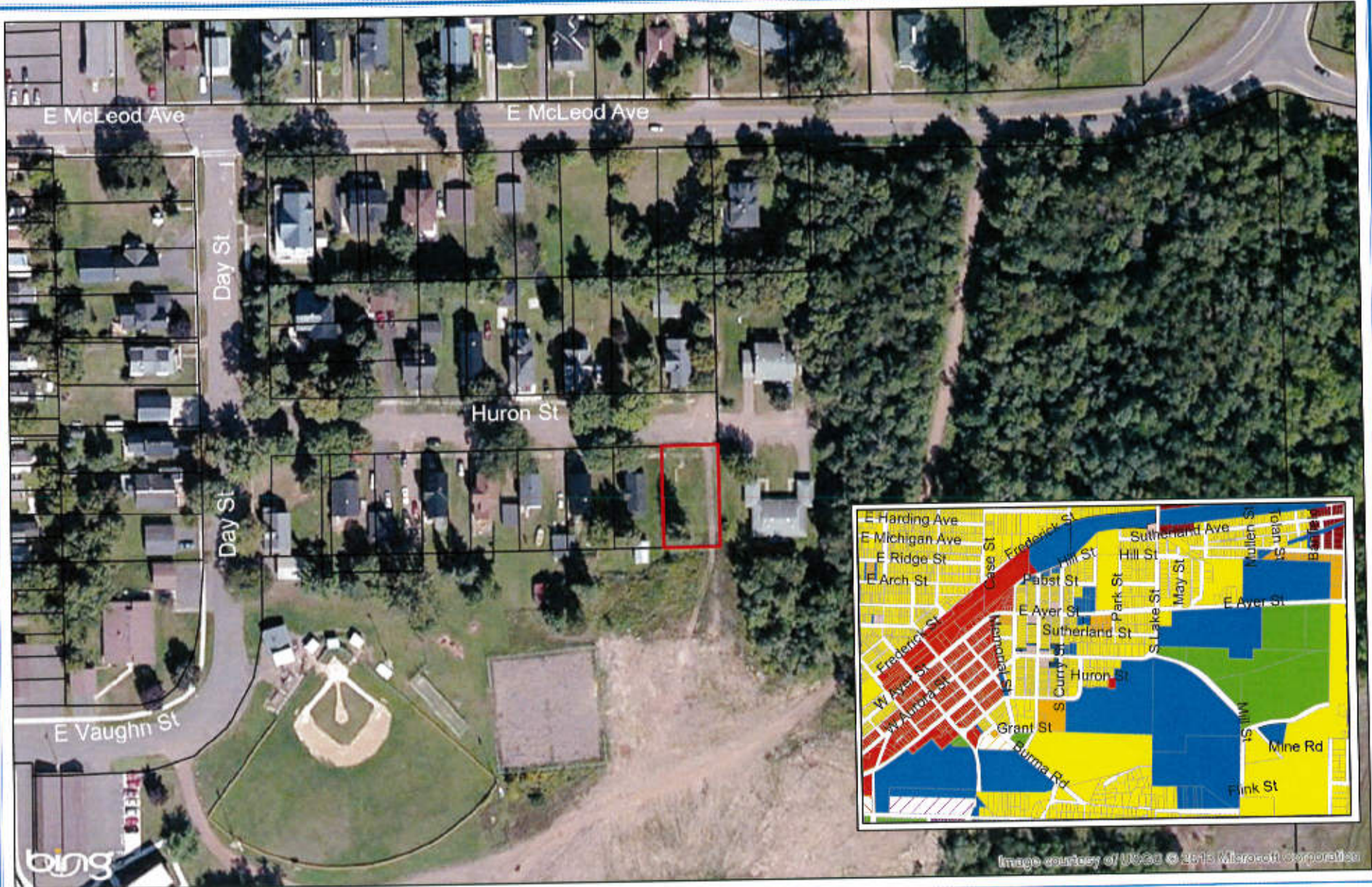
The surplus property list should be looked at again and have the minimum bids adjusted to the market as property values have dropped in the last couple of years. This person has been interested in this property for a while but would not pay the higher minimum bid amount. Selling this property will put it back on the tax roll and save the city money for not having to maintain the lot (cutting grass etc.).

If you have any questions feel free to contact my office.

Thank You

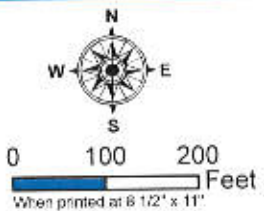
*Dennis Hewitt*  
Dennis Hewitt Assessor





bing


Image courtesy of Bing © 2013 Microsoft Corporation



# PC Case 2013-005 Surplus Property Huron St.

Tuesday, July 02, 2013

### Legend

 Surplus Property on Huron St.

The information contained herein is for informational purposes only. The City of Ironwood is not responsible for any errors or omissions.







## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** August 29, 2013

Meeting Date: September 9, 2013

**Re:** Entrée & Companions Bid Request

---

As you know there are still items that did not receive minimum bids for the second Entrée & Companions bid advertisement. Therefore, staff recommends advertising for bid on the remaining items at an additional discounted rate of 15% of the original purchase price.



## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** August 29, 2013

Meeting Date: September 9, 2013

**Re:** Old World Meats Bid Request

---

As you know Old World Meats went out of business in January of 2013. It was a recipient of the City's Revolving Loan Fund. As such it has defaulted on its loan. The City seized the collateral it had and now is asking the Commission to authorize advertisement to bid out the equipment. Staff recommends 35% of the original purchase price based on the past practice and type of equipment with Entrée and Companions.





## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** August 29, 2013

Meeting Date: September 9, 2013

**Re:** 2013 Downtown Infrastructure Grant (DIG)

---

The Michigan Economic Development Corporation (MEDC) is advertising for another Downtown Infrastructure Grant (DIG). Last December the City submitted a DIG but didn't receive grant funding. The City scored well on all aspects of the grant except for the matching fund portion. The City put forth the minimum matching fund requirement of 10% but talking with the MEDC representatives those communities that received grant funding did so because their matching funds were greater than the minimum 10%; there were closer to 15-25%.

The DIDA recently discussed this new grant and has recommended the city apply. Staff is looking for direction from the City Commission. The grant application deadline is October 1, 2013. Staff will bring the full application back to you at your September 23, 2013 meeting with cost estimates and discussion regarding matching funds.

The following are components that were previously discussed and applied for as well as some new ideas:

1. Finish the lights to Hurley
2. Finish the lights to US 2
3. Art Park
4. Enhanced Crosswalks
5. Banners

### New Ideas

1. Playground at Depot Park
2. Awnings at the Pavilion at Depot Park
3. Moveable planters
4. Mill and Overlay of Business Route 2
5. Wi-Fi throughout the downtown
6. Music throughout the downtown
7. Lighting for the Ironwood Sign as you enter from Hurley

**DECLARATION OF RESTRICTIVE COVENANT AND  
GRANT OF ENVIRONMENTAL PROTECTION EASEMENT**

This transfer is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

**Superfund Site: Ironwood Manufactured Gas Plant Site, Gogebic County, Michigan  
MDEQ Site ID No. 27000066  
U.S. EPA Site No. B5ZC**

This Declaration of Restrictive Covenant and Grant of Environmental Protection Easement ("Restrictive Covenant and Easement") is made on \_\_\_\_\_ by the City of Ironwood, the Grantor, whose address is 213 South Marquette Street, Ironwood, Michigan 49938 for the benefit of the Grantee, the Michigan Department of Environmental Quality ("MDEQ"), whose address is P.O. Box 30473, Lansing, Michigan 48909-7926.

**RECITALS**

- i. The Grantor is the title holder of the real property located in Gogebic County, Michigan and legally described in Exhibit 1 attached hereto ("Property").
- ii. The purpose of this Restrictive Covenant and Easement is to create restrictions that run with the land in the Grantor's real property rights; to protect the public health, safety, and welfare, and the environment; to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property; and to grant access to the Grantee, the United States Environmental Protection Agency ("U.S. EPA") as a Third Party Beneficiary, and either agency's representatives to monitor and conduct Response Activities.
- iii. An Action Memorandum dated August 9, 2012, has been issued by the U.S. EPA for the purpose of carrying out the Response Activities selected to address environmental contamination at the Site. The Response Activities summarized below are more fully described in the Action Memorandum and are being implemented by the U.S. EPA.
- iv. The Property is associated with the Ironwood Manufactured Gas Plant Superfund Site (the "Site"), MDEQ Site ID No. 27000066. Hazardous substances, including volatile organic

compounds (VOCs), semivolatile organic compounds (SVOCs) including polyaromatic hydrocarbons and inorganic compounds, have been released and/or disposed of on the Property. The Site is a facility as that term is defined in Section 101(9) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); and Section 20101(1)(s) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.* ("NREPA").

v. At the time of recording this Restrictive Covenant and Easement, the U.S. EPA and the MDEQ have determined that the hazardous substances at the Property present a threat to human health through direct contact to subsurface soils and soils in the saturated zone that contain coal tar related materials with levels of inorganic, VOCs and SVOCs that exceed applicable Michigan Department of Environmental Quality's Part 201 Criteria; and that the land use and resource use restrictions set forth below are necessary to prevent unacceptable exposures.

vi. The restrictions contained in this Restrictive Covenant and Easement are based upon information available to the U.S. EPA and the MDEQ at the time the Action Memorandum was issued. Failure of the Response Activities to achieve and maintain the criteria, exposure controls, and requirements specified in the Action Memorandum; future changes in the environmental condition of the Property or changes in the applicable cleanup criteria; the discovery of environmental conditions at the Property that were not accounted for in the Action Memorandum, regardless of the date of the release of hazardous substances contributing to those environmental conditions; or the use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant and Easement not being protective of public health, safety, and welfare, and the environment. Information pertaining to the environmental conditions at the Property and Response Activities undertaken at the Site is on file with the U.S. EPA and the MDEQ Remediation and Redevelopment Division.

vii. The MDEQ and U.S. EPA recommend that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the applicable requirements of Section 20107a of the NREPA.

### **SUMMARY OF RESPONSE ACTIVITIES**

Hazardous substances including VOCs, SVOCs, arsenic, cyanide and other inorganic substances from gas manufacturing activities were released and/or disposed of on the Property. Prior to the recording of this Restrictive Covenant and Easement, EPA and the owner took response activities to excavate and remove some of the hazardous substances at the Property; however, contamination remains on the Property and is present beginning approximately three feet below ground surface (bgs). The portion of the Property known to be contaminated is set forth in the survey in Exhibit 2. A barrier consisting of at least three feet of clean soil and vegetation has been placed above the contamination, to prevent direct contact with remaining impacted soils and tar-like materials.

### **DEFINITIONS**

"Grantee" shall mean the MDEQ, its successor entities, and those persons or entities acting on its behalf;

"Grantor" shall mean the title holder of the Property at the time this Restrictive Covenant and Easement is executed or any future title holder of the Property or some relevant sub-portion

of the Property;

"MDEQ" shall mean the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf;

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*;

"Part 201" shall mean Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*;

"Property" shall mean the real property legally described in Exhibit 1;

"Response Activities" shall mean, consistent with Section 101(25) of CERCLA, 42 U.S.C. Section 9601(25), such actions as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in Sections 101(23) and 101(24) of CERCLA, 42 U.S.C. Sections 9601(23) and 9601(24), on the Property and/or at the Site, including enforcement activities related thereto;

"Site" shall mean the Ironwood Manufactured Gas Plant removal site;

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf; and

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201; or the Part 201 Administrative Rules ("Part 201 Rules"), 2002 Michigan Register 24, effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of execution of this Restrictive Covenant and Easement.

## **NOW THEREFORE,**

For valuable consideration of less than \$100.00, the receipt of which is hereby acknowledged, the Grantor, on behalf of itself, its successors and assigns hereby covenants and declares that the Property shall be subject to the restrictions set forth below, for the benefit of the Grantee, and grants and conveys to the Grantee, and its assigns and representatives, the perpetual right to enforce said restrictions. The Grantor further, on behalf of itself, its successors and assigns does grant and convey to the Grantee and its representatives an environmental protection easement of the nature, character, and purposes set forth below with respect to the Property, and the right to enforce said easement.

### **1. Restrictions on Land Use:** The Grantor shall

- (a) Prohibit all residential uses of the Property;
- (b) Prohibit indoor use on the Property;

(c) The Property may be used for recreational purposes, subject to compliance with all restrictions contained in this document that are necessary to protect the effectiveness and integrity of the Action Memorandum and to prevent unacceptable exposures to the subsurface contamination left at the Property.



2. **Restrictions on Activity:** The Grantor shall:

(a) Prohibit activities that cause existing contamination to migrate beyond the boundaries of the Property, increase the cost of Response Activities, or otherwise exacerbate the existing contamination located on the Property. The term "exacerbation" is more specifically defined in Section 20101(1)(r) of the NREPA, MCL 324.20101(1)(r);

(b) Prohibit and prevent use of the Property in a manner that may interfere with Response Activities at the Property, including interim response, removal action, remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the response action;

(c) Prohibit excavation, removal, damage or other interference with the clean soil cover depicted in Exhibit 2, which goes to a depth of three feet bgs on the Property unless conducted pursuant to a U.S. EPA or MDEQ approved plan;

(d) Maintain the elevation and contours of the Property set forth in the survey in Exhibit 2;

(e) Prohibit excavation and modification to the shoreline along the Property boundary along the Montreal River unless conducted pursuant to an U.S. EPA or MDEQ approved plan;

(f) Prohibit any excavation or other activities involving disturbance of soil or other materials below 1472 feet Above Mean Sea Level (AMSL) on the Property unless conducted pursuant to a U.S. EPA or MDEQ approved plan;

(g) Prohibit the construction of and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are necessary for Response Activities or testing and monitoring groundwater contamination levels;

(h) Prohibit construction of buildings and/or enclosed structures on the Property and prohibit use of any buildings and/or enclosed structures. This subparagraph does not prohibit construction or use of open air structures;

(i) Prohibit any activity that disturbs the concrete pads identified in Exhibit 2 unless such activity is conducted in association with appropriate soil characterization and in compliance with applicable state and federal environmental, health, and safety laws and regulations including, but not necessarily limited to, the use of appropriate personal protective equipment;

(j) Prohibit excavation, removal, damage or other interference with existing monitoring wells on the property identified in Exhibit 2;

3. **Permanent Marker:**

The Grantor shall allow the installation of the permanent marker that has been approved by the U.S. EPA and/or the MDEQ within the Property boundaries. The permanent marker is generally depicted in Exhibit 3. The Grantor shall not remove, cover, obscure, or otherwise alter or interfere with any permanent markers placed on the Property at the location generally depicted in Exhibit 3. The Grantor shall keep vegetation and other materials clear of any permanent markers to assure that the markers are readily visible.

4. **Management of Contaminated Soil, Media, and Debris:** The Grantor shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of Part 201, MCL 324.20120c and Part 111, Hazardous Waste Management, of the NREPA, MCL 324.11101 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws and regulations. The Grantor shall repair and maintain the elevation and contours of the Property set forth in the survey in Exhibit 2.

5. **Access:** The Grantor grants the MDEQ and its representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Action Memorandum and with this Restrictive Covenant and Easement, including the right to take samples, inspect the operation of the Response Activities, and, inspect any records relating thereto; and to perform any actions necessary to maintain compliance with Part 201 and the Action Memorandum.

Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the MDEQ's right of entry and access, or authorities to take Response Activities as defined in this Restrictive Covenant and Easement, as well as in NREPA, and any successor statutory provisions, or other state or federal law.

6. **Term:** This Restrictive Covenant and Easement shall run with the land and shall be binding on the Grantor, including persons as set forth in Paragraph 13(e), Successors.

7. **Third Party Beneficiary:** The Grantor, on behalf of itself and its successors, transferees, and assigns, hereby agrees that the United States, acting by and through the U.S. EPA, its successors and assigns, shall be a third party beneficiary ("Third Party Beneficiary") of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions, and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Restrictive Covenant and Easement, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions, or obligations beyond the Grantor, the MDEQ, their successors, assigns, and the Third Party Beneficiary.

8. **Enforcement:** The State of Michigan, through the MDEQ; and the United States of America, through the U.S. EPA as a Third Party Beneficiary, may enforce the restrictions and grant of easement set forth in this Restrictive Covenant and Easement by legal action in a court of competent jurisdiction.

9. **U.S. EPA Entry, Access, and Response Authority:** Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the U.S. EPA's right of entry and access, or authority to undertake Response Activities as defined in this Restrictive Covenant and Easement, as well as in CERCLA, the National Contingency Plan, 40 Code of Federal Regulations Part 300, and any successor statutory provisions, or other state or federal law. The Grantor consents to officers, employees, contractors, and authorized representatives of the U.S. EPA entering and having continued access to this Property for the purposes described in Paragraph 5, above.

10. **Modification/Release/Rescission:** The Grantor may request in writing to the U.S. EPA and the MDEQ, at the addresses provided in Paragraph 12, below, modifications to, or release or rescission of, this Restrictive Covenant and Easement. This Restrictive Covenant and Easement may be modified, released, or rescinded only with the written approval of the U.S. EPA and the MDEQ. Any approved modification to, or release or rescission of, this Restrictive Covenant and

Easement shall be filed with the appropriate county Register of Deeds by the Grantor and a certified copy shall be returned to the MDEQ and the U.S. EPA at the addresses provided in Paragraph 12, below.

11. **Transfer of Interest:** The Grantor shall provide notice at the addresses provided in this document to the MDEQ and to the U.S. EPA of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and Easement and the applicable provisions of Section 20116 of the NREPA. The Grantor shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT AND ENVIRONMENTAL PROTECTION EASEMENT, DATED [month, day, year], AND RECORDED WITH THE GOGEBIC COUNTY REGISTER OF DEEDS, LIBER \_\_\_\_\_, PAGE \_\_\_\_\_.**

12. **Notices:** Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant and Easement shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant and Easement; include the MDEQ Site ID number; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For the U.S. EPA:

Director  
Superfund Division (SR-6J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

For the MDEQ:

Chief  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926

For the Grantor, City of Ironwood

City Manager  
Memorial Building  
213 S. Marquette St.  
Ironwood, MI 49938

13. **Miscellaneous:**

(a) **Controlling Law.** The interpretation and performance of this Restrictive Covenant and Easement shall be governed by the laws of the United States as to the obligations referred to in the Action Memorandum and by the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws and principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant and Easement are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.

(b) **Construction.** Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant and Easement shall be liberally construed to achieve the purpose of this Restrictive Covenant and Easement and the policy and purpose of CERCLA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant and Easement is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant and Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Restrictive Covenant and Easement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.

(d) **Entire Agreement.** This Restrictive Covenant and Easement and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements between the undersigned relating to the matters addressed herein, all of which are merged herein.

(e) **Successors.** The covenants, terms, conditions, and restrictions of this Restrictive Covenant and Easement shall be binding upon; and inure to the benefit of, the Grantor and Grantee and their agents, successors, lessees, and assigns and any subsequent title holders, occupants or other persons acquiring an interest in the Property or a relevant sub-portion of the Property, and their respective agents, successors and assigns. The rights, but not the obligations or authorities, of the U.S. EPA are freely assignable to any public entity, subject to the notice to the Grantor, its successors and assigns, as their interests appear in the public title records kept and maintained by the Gogebic County Register of Deeds.

14. **Exhibits:** The following exhibits are incorporated into this Restrictive Covenant and Easement:

Exhibit 1 – Legal Description of the Property

Exhibit 2 – Survey of the Property



Exhibit 3 – Permanent Marker

15. **Easement Holders**: None. The Property is free and clear of encumbrances.
16. **Authority to Execute Restrictive Covenant and Easement**: The undersigned person executing this Restrictive Covenant and Easement represents and certifies that he or she is duly authorized and has been empowered to execute this Restrictive Covenant and Easement.

**FOR THE GRANTOR:  
City of Ironwood**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF IRONWOOD**

\_\_\_\_\_  
By: KIM CORCORAN, Mayor

\_\_\_\_\_  
By: KAREN M. GULLAN, City Clerk

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF GOGEBIC    )

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

\_\_\_\_\_

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT 2

SURVEY OF THE PROPERTY



EXHIBIT 3

PERMANENT MARKER

PREPARED FOR:  
 ICA-RANDOLPH HOLDINGS, LLC  
 5423 Louisiana Boulevard  
 Suite 400  
 Albuquerque, NM 87106

**PLAT OF SURVEY  
 IRONWOOD MGP SITE**

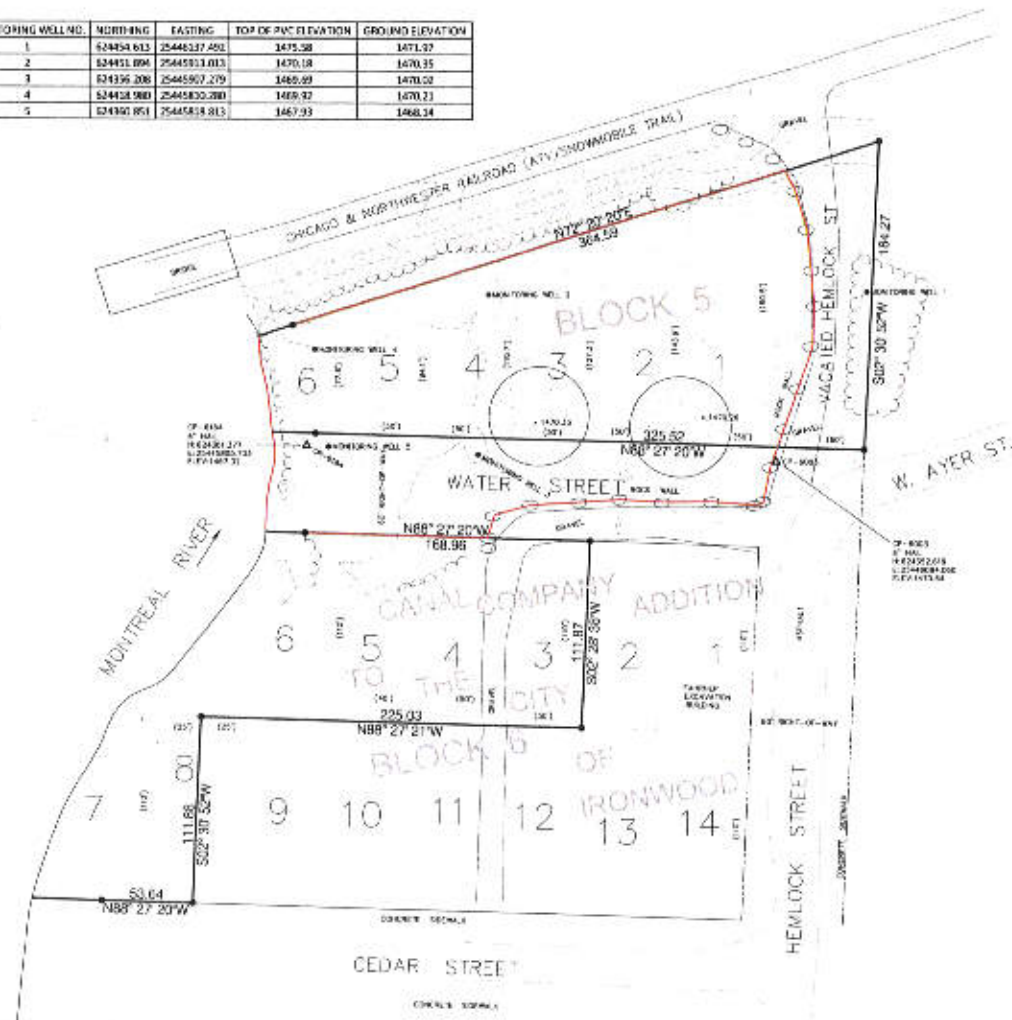
LOTS 1-4, BLOCK 5 AND LOTS 3-7 AND 11-14 WEST  
 HALF OF LOT 9 IN BLOCK 6, ALL IN THE CANAL  
 COMPANY'S ADDITION TO THE CITY OF IRONWOOD,  
 IN THE SE/4-1/4 SEC 14, SECTION 2,  
 TOWNSHIP 47 NORTH, RANGE 47 WEST,  
 CITY OF IRONWOOD, GOSWOLD COUNTY, MICHIGAN



HORIZONTAL DATUM BASED ON MICHIGAN  
 STATE PLANE COORDINATES, NORTH ZONE  
 VERTICAL DATUM BASED ON NAVD83

- NOTES:
1. RIGHT-OF-WAY OF WATER STREET HAS NOT BEEN VACATED BY CITY OF IRONWOOD.
  2. NO EVIDENCE ON RECORD FOR THE GAS LINE ALONG EAST PROPERTY LINE FOR 2201 - 2401 WEST. MONITORING AGREEMENT TO BE LOCATED IN THE STREET RIGHT-OF-WAY FROM VACUUM.

MONITORING WELL NO.	NORTHING	EASTING	TOP OF PUC ELEVATION	GROUND ELEVATION
1	524454.613	25445217.450	1475.38	1471.27
2	524451.894	25445013.013	1470.18	1470.35
3	524456.206	2544507.279	1469.89	1470.02
4	524458.980	25445020.280	1469.92	1470.21
5	524460.851	25445114.813	1467.93	1468.14



**LEGEND**

- = SET BY REBAR UNLESS OTHERWISE NOTED
- 1470.35 = SPOT ELEVATION
- = CONCRETE
- = ROCK WALL
- - - = LOT LINE
- - - = RIGHT-OF-WAY LINE
- - - = TIE LINE
- - - = PROPERTY OWNERSHIP LINE
- - - = RESTRICTED USE BOUNDARY
- (50) = PLATTED LOT DIMENSION
- ⊗ = MONITORING WELL
- ▲ = CONTROL POINT

**CERTIFICATE OF SURVEY**

I HEREBY CERTIFY THAT SAID SURVEY AND THE FRONT MATTERS MADE IN ACCORDANCE WITH THE FOREGOING INSTRUMENTS, STATUTES AND THAT THE INFORMATION CONTAINED THEREON, IS THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE AND ACCURATE REPRESENTATION THEREOF.

ROBERT C. JOHNSON, P.E. 190 4871 100013



NOTE: ALL DIMENSIONS ARE IN INTERNATIONAL FEET

Drawn by: S. MOORE  
 Date: 02/20/19  
 Title: P.L.

**COLEMAN ENGINEERING COMPANY**  
 ENGINEERING SURVEYING & DESIGN  
 200 East Park Street  
 Jackson, MI 49201  
 Phone: 519-433-0000  
 Fax: 519-433-0001  
 www.coleman-engineering.com



2019 2-20-19



## MEMO

**To:** Mayor Corcoran and the City Commission

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

**Date:** September 6, 2013

**Meeting Date:** September 9, 2013

**Re:** Contract for Comprehensive Plan Consultant

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City Manager Scott Erickson, Planning Commission Chair Tom Bergman, City Commissioner Rick Semo and myself recently interviewed four firms that submitted proposals for the City's comprehensive plan project. The interview team recommended Hoisington Kogler Group Inc (HKgi) out of Minneapolis, MN and the Planning Commission unanimously recommended the City select HKgi.

Staff recommends the City Commission award the contract to HKgi not to exceed \$70,000.00, which is what was budgeted for in this year's current budget. The contract will be reviewed by the City attorney prior to execution.

**Northwoods Paving**  
**City of Ironwood – 2012 Local Street Project**

**Pay Application # 6**

**SECTION B - OFFER AND SCHEDULE OF ITEMS**

<u>Item No.</u>	<u>Item Description</u>	<u>Pay Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Quantity this Estimate</u>	<u>Amount this Estimate</u>
1000	Mobilization	LS	1	\$8,570.00	1	\$8,570.00
2000	Mill Existing Pavement (2 inch depth)	SYD	49,000	\$1.02	89,666.00	\$91,459.32
2050	Mill Existing Pavement (2 ½ inch depth)	SYD	38,000	\$ 0.86	0	\$ 0
2100	Full Depth Reclamation (Pulverize)	SYD	40,000	\$0.29	20,909	\$6,063.61
3000	Hot Mix Asphalt – (3” Pulverized Streets)	TN	6,200	\$59.16	2,327.25	\$137,680.11
3050	Hot Mix Asphalt- (2” Milled Streets)	TN	10,500	\$59.16	10,895.88	\$644,600.26
3200	Remove & Replace Existing Driveway (Asphalt)	SYD	200	\$26.89	0	\$0



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

8000	Temporary Traffic Control	LS	1	\$18,275	1	\$18,275.00
9000	Street Patch-Local Streets (Various Locations)	SYD	500	\$27.90	546.80	\$15,255.72
9100	Street Patch – US 2	SYD	45	\$65.77	123.93	\$8,150.88
9200	Mill & Pave Street Patch ( 2 inches)	SYD	90	\$25.42	0	\$ 0
9300	Street Patch – Burma Road	SYD	60	\$92.72	44.4	\$4,116.77
9600	Remove Tree & Grind Stump	EA	2	\$370.00	2.84	\$1,050.80
9650	Grind Stump	EA	8	\$145.00	8	\$1,160.00
9700	Install 12"-Corrugated plastic/ smooth wall interior storm sewer pipe	LF	80	\$43.00	110	\$4,730.00
9800	Remove & Replace Stop Sign	EA	50	\$187.00	50	\$9,350
9900	Install Bituminous Curb	LF	1,000	\$1.49	4365.40	\$6,504.45
9950	Class 22A Gravel	TNS	11,000	\$7.85	656.95	\$5,157.06

Additional Items:

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

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

<b>Total Amount This Estimate</b>	<b>\$1,107,975.43</b>
<b>Less 2% Retainage</b>	<b>- \$ 22,159.51</b>
	-----
<b>Total This Estimate</b>	<b>\$1,085,815.92</b>
<b>Less Previously Paid</b>	<b>- \$1,074,049.42</b>
	-----
<b>Total Paid This Estimate</b>	<b>\$ 11,766.50</b>

September 9, 2013

Pay Application #6

City of Ironwood

\_\_\_\_\_  
Scott Erickson, P.E., City Manager

\_\_\_\_\_  
Date

Northwoods Paving

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Progress Billing Invoice

**From:** Northwoods Paving  
P.O. Box 786  
Ashland, WI 54806  
Ph. 715-682-4340

**Invoice #:** 5600004606

**Date:** 08/23/13

**Application #:** 7

**To:** City of Ironwood  
213 S Marquette St  
Ironwood, MI 49938

**Customer Number:** 560120

**Contract:** 5623305-55 2012 ASPHALT PAVING PROGRAM C/ IRONWOOD

Cont Item	Description	Contract			To Date		This Invoice		% Compl	
		Contract Quantity	U/M	Unit Price	Contract Amount	Quantity JTD	Amount To-Date	Quantity This Period		Amount This Period
1000	MOBILIZATION	0.000	LS	0.00000	8,570.00	0.000	8,570.00	0.000	0.00	100.00%
2000	MILL EXISTING PAVEMENT 2" DEPTH	49,000.000	SY	1.02000	49,980.00	89,666.000	91,459.32	0.000	0.00	182.99%
2050	MILL EXISTING PAVEMENT 1/2" DEPTH	38,000.000	SY	0.86000	32,680.00	0.000	0.00	0.000	0.00	0.00%
2100	FULL DEPTH PULVERIZE	40,000.000	SY	0.29000	11,600.00	20,909.000	6,063.61	0.000	0.00	52.27%
3000	HMA 2 1/2"	3,562.000	TON	59.16000	210,727.92	2,327.250	137,680.11	0.000	0.00	65.34%
3050	HMA 2"	10,500.000	TON	59.16000	621,180.00	10,895.880	644,600.26	0.000	0.00	103.77%
3200	REMOVE & REPLACE EXISTING DRIVEWAY	200.000	SY	26.89000	5,378.00	0.000	0.00	0.000	0.00	0.00%
3300	RESTORATION & TURF ESTABLISHED - MILLED LOCATIONS	100.000	SY	58.50000	5,850.00	2.780	162.63	0.000	0.00	2.78%
4000	RESTORATION & TURF ESTABLISHED - PULVERIZED LOCATIONS	0.000	LS	0.00000	5,000.00	0.000	4,250.00	0.000	0.00	85.00%
4010	RESTORATION & TURF ESTABLISHED - PULVERIZED LOCATIONS	0.000	LS	0.00000	2,450.00	0.000	1,225.00	0.000	0.00	50.00%
5000	REMOVE & REPLACE CATCH BASIN (5FT DEPTH)	3.000	EA	3,550.00000	10,650.00	3.000	10,650.00	0.000	0.00	100.00%
5500	INSTALL NEW CATCH BASIN W/ CASTING GRATE	2.000	EA	3,200.00000	6,400.00	2.000	6,400.00	0.000	0.00	100.00%
6000	REMOVE & REPLACE HYDRANTS, VALVE AND CONNECTING WATER MAIN	31.000	EA	2,980.00000	92,380.00	31.000	92,380.00	0.000	0.00	100.00%
7000	REPLACE CONCRETE CURB & GUTTER	500.000	LF	27.50000	13,750.00	1,003.000	27,562.50	0.000	0.00	200.60%
7100	REPLACE CONCRETE SIDEWALK	40.000	SY	53.00000	2,120.00	51.440	2,726.32	0.000	0.00	128.60%
7200	REMOVE & REPLACE ADA HANDICAP RAMPS	1.000	EA	950.00000	950.00	0.500	475.00	0.000	0.00	50.00%
8000	TEMPORARY TRAFFIC CONTROL	0.000	LS	0.00000	18,275.00	0.000	18,275.00	0.000	0.00	100.00%
9000	STREET PATCH - LOCAL STREETS - VARIOUS	500.000	SY	27.90000	13,950.00	546.800	15,255.72	373.600	10,423.44	109.36%
9100	STREET PATCH - US 2	45.000	SY	65.77000	2,959.65	123.930	8,150.88	0.000	0.00	275.40%
9200	MILL & PAVE STREET PATCH 2"	90.000	SY	25.42000	2,287.80	0.000	0.00	0.000	0.00	0.00%
9300	STREET PATCH - BURMA ROAD	60.000	SY	92.72000	5,563.20	44.400	4,116.77	0.000	0.00	74.00%
9600	REMOVE TREE & GRIND STUMP	2.000	EA	370.00000	740.00	2.840	1,050.80	0.000	0.00	142.00%
9650	GRIND STUMP	8.000	EA	145.00000	1,160.00	8.000	1,160.00	0.000	0.00	100.00%
9700	INSTALL 12" CORRUGATED PLASTIC SS PINE	80.000	LF	43.00000	3,440.00	110.000	4,730.00	0.000	0.00	137.50%
9800	REMOVE & REPLACE STOP SIGNS	50.000	EA	187.00000	9,350.00	50.000	9,350.00	0.000	0.00	100.00%
9900	INSTALL BITUMINOUS CURB	1,000.000	LF	1.49000	1,490.00	4,365.403	6,504.45	0.000	0.00	438.54%
9950	CALSS 22A GRAVEL	6,000.000	TON	7.85000	47,100.00	656.950	5,157.06	201.660	1,583.19	10.95%
<b>Total Contract:</b>					<b>1,185,981.57</b>					
<b>Total Billed:</b>					<b>93.42%</b>	<b>1,107,975.43</b>	<b>12,006.63</b>			

# Progress Billing Invoice

From: Northwoods Paving  
P.O. Box 786  
Ashland, WI 54806  
Ph. 715-682-4340

Invoice #: 5600004606

Date: 08/23/13

Application #: 7

To: City of Ironwood  
213 S Marquette St  
Ironwood, MI 49938

Customer Number: 560120

Contract: 5623305-55 2012 ASPHALT PAVING PROGRAM C/ IRONWOOD

P.O.# \_\_\_\_\_  
Date Received 8/29/13  
Approved \_\_\_\_\_

Terms: DUE UPON COMPLETION  
Payment in full is due upon completion unless modified by written contract. A delinquency charge of 1 1/2% per month (1.8% per annum) will be assessed on any unpaid balance from the previous statement.

Less Retainage:	22,519.71	600.33
Net Invoices:	1,085,455.72	11,406.30
Less Previous Applications:	1,074,049.42	-
Total Due This Invoice:	<u>11,406.30</u>	<u>11,406.30</u>

# Progress Billing Invoice

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P.O. Box 786  
Ashland, WI 54806  
Ph. 715-682-4340

**Invoice #:** 5600004606

**Date:** 08/23/13

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**To:** City of Ironwood  
213 S Marquette St  
Ironwood, MI 49938

**Customer Number:** 560120

**Contract:** 5623305-55 2012 ASPHALT PAVING PROGRAM C/ IRONWOOD

Cont Item	Description	Contract			To Date		This Invoice		% Compl	
		Contract Quantity	U/M	Unit Price	Contract Amount	Quantity JTD	Amount To-Date	Quantity This Period		Amount This Period
1000	MOBILIZATION	0.000	LS	0.00000	8,570.00	0.000	8,570.00	0.000	0.00	100.00%
2000	MILL EXISTING PAVEMENT 2" DEPTH	49,000.000	SY	1.02000	49,980.00	89,866.000	91,459.32	0.000	0.00	182.99%
2050	MILL EXISTING PAVEMENT 1/2" DEPTH	38,000.000	SY	0.86000	32,680.00	0.000	0.00	0.000	0.00	0.00%
2100	FULL DEPTH PULVERIZE	40,000.000	SY	0.29000	11,600.00	20,909.000	6,063.61	0.000	0.00	52.27%
3000	HMA 2 1/2"	3,562.000	TON	59.16000	210,727.92	2,327.250	137,680.11	0.000	0.00	65.34%
3050	HMA 2"	10,500.000	TON	59.16000	621,180.00	10,895.680	644,600.26	0.000	0.00	103.77%
3200	REMOVE & REPLACE EXISTING DRIVEWAY	200.000	SY	26.89000	5,378.00	0.000	0.00	0.000	0.00	0.00%
3300	RESTORATION & TURF ESTABLISHED - MILLED LOCATIONS	100.000	SY	58.50000	5,850.00	2.780	162.53	0.000	0.00	2.78%
4000	RESTORATION & TURF ESTABLISHED - PULVERIZED LOCATIONS	0.000	LS	0.00000	5,000.00	0.000	4,250.00	0.000	0.00	85.00%
4010	RESTORATION & TURF ESTABLISHED - PULVERIZED LOCATIONS	0.000	LS	0.00000	2,450.00	0.000	1,225.00	0.000	0.00	50.00%
5000	REMOVE & REPLACE CATCH BASIN (5FT DEPTH)	3.000	EA	3,550.00000	10,650.00	3.000	10,650.00	0.000	0.00	100.00%
5500	INSTALL NEW CATCH BASIN W/ CASTING GRATE	2.000	EA	3,200.00000	6,400.00	2.000	6,400.00	0.000	0.00	100.00%
6000	REMOVE & REPLACE HYDRANTS, VALVE AND CONNECTING WATER MAIN	31.000	EA	3,980.00000	92,380.00	31.000	92,380.00	0.000	0.00	100.00%
7000	REPLACE CONCRETE CURB & GUTTER	500.000	LF	27.50000	13,750.00	1,003.000	27,582.50	0.000	0.00	200.60%
7100	REPLACE CONCRETE SIDEWALK	40.000	SY	53.00000	2,120.00	51.440	2,726.32	0.000	0.00	128.60%
7200	REMOVE & REPLACE ADA HANDICAP RAMPS	1.000	EA	950.00000	950.00	0.500	475.00	0.000	0.00	50.00%
8000	TEMPORARY TRAFFIC CONTROL	0.000	LS	0.00000	18,275.00	0.000	18,275.00	0.000	0.00	100.00%
9000	STREET PATCH - LOCAL STREETS - VARIOUS	500.000	SY	27.90000	13,950.00	548.800	15,255.72	373.600	10,423.44	109.36%
9100	STREET PATCH - US 2	45.000	SY	65.77000	2,959.65	123.930	8,150.88	0.000	0.00	275.40%
9200	MILL & PAVE STREET PATCH 2"	90.000	SY	25.42000	2,287.80	0.000	0.00	0.000	0.00	0.00%
9300	STREET PATCH - BURMA ROAD	60.000	SY	92.72000	5,563.20	44.400	4,116.77	0.000	0.00	74.00%
9600	REMOVE TREE & GRIND STUMP	2.000	EA	370.00000	740.00	2.840	1,050.80	0.000	0.00	142.00%
9650	GRIND STUMP	8.000	EA	145.00000	1,160.00	8.000	1,160.00	0.000	0.00	100.00%
9700	INSTALL 12" CORRUGATED PLASTIC SS PINE	80.000	LF	43.00000	3,440.00	110.000	4,730.00	0.000	0.00	137.50%
9800	REMOVE & REPLACE STOP SIGNS	50.000	EA	187.00000	9,350.00	50.000	9,350.00	0.000	0.00	100.00%
9900	INSTALL BITUMINOUS CURB	1,000.000	LF	1.49000	1,490.00	4,365.403	6,504.45	0.000	0.00	436.54%
9950	CALSS 22A GRAVEL	6,000.000	TON	7.85000	47,100.00	656.950	5,157.06	201.580	1,583.19	10.95%
<b>Total Contract:</b>					<b>1,185,981.57</b>					
<b>Total Billed:</b>					<b>93.42%</b>	<b>1,107,975.43</b>	<b>12,006.63</b>			

## Progress Billing Invoice

From: Northwoods Paving  
 P.O. Box 786  
 Ashland, WI 54806  
 Ph. 715-682-4340

Invoice #: 5600004606

Date: 08/23/13

Application #: 7

To: City of Ironwood  
 213 S Marquette St  
 Ironwood, MI 49938

Customer Number: 560120

Contract: 5623305-55 2012 ASPHALT PAVING PROGRAM C/ IRONWOOD

P.O.# \_\_\_\_\_  
 Date Received 8/29/13  
 Approved \_\_\_\_\_

Terms: DUE UPON COMPLETION  
 Payment in full is due upon completion unless modified by written contract. A delinquency charge of 1 1/2% per month (18% per annum) will be assessed on any unpaid balance from the previous statement.

Less Retainage:	22,519.71	600.33	
Net Invoices:	1,085,455.72	11,406.30	
Less Previous Applications:	1,074,049.42	-	
<b>Total Due This Invoice:</b>	<b>11,406.30</b>	<b>11,406.30</b>	



### BID TABULATION SHEET

Name of Bidder:

Globe Industries				# 79,500. <sup>00</sup>		
Cloverland Excavating				# 73,997. <sup>00</sup>		
Superior Excavating				# 77,500. <sup>00</sup>		
Jakes Excavating				# 53,000. <sup>00</sup>		

Witnesses to Bid Opening: Robert Lewer  
[Signature]  
[Signature]

Bid Award Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CITY OF IRONWOOD

"Live Where You Play"


213 S. Marquette Street  
Ironwood, Michigan 49938



Telephone: (906) 932-5050  
Fax: (906) 932-5745  
[www.cityofironwood.org](http://www.cityofironwood.org)

September 4, 2013

To: Ironwood City Commission  
Scott Erickson, City Manager

From: Bob Tervonen, City Utilities Manager 

Re: Sanitary and Storm Sewer Televising Bid Award

The City of Ironwood recently solicited bids for televising sanitary and storm sewers in the City of Ironwood. I am requesting the Ironwood City Commission to award the sewer televising bid to Tunnel Vision of Escanaba for a sum of \$4161.73. Funds for this televising is budgeted in the local sewer funds.

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

Sanitary and Storm Sewer Televising - September 4, 2013 - 2:00 P.M.

### BID TABULATION SHEET

#1                      #2  
Televising      Mobilization      Total

Name of Bidder:				#1	#2	Total
Tunnel Vision / UP Rubber Co				\$2,356.00	\$1,805.73	\$4,161.73
Great Lakes Pipe Service, Inc.				\$6,076.00	\$495.00	\$6,571.00

Witnesses to Bid Opening: *[Signature]*  
*[Signature]*  
*Karen M. Sullivan*

Bid Award Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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

## Memo

**To:** Scott Erickson; City Commissioners  
**From:** Jason Alonen, Acting DPW Supervisor  
**Date:** 9/6/2013  
**Re:** DPW Road sand

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### **DPW Road Sand**

The City of Ironwood Public Works Department is requesting authorization to go out for bids for road sand. Road sand was last ordered in September of 2011.

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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

## Memo

**To:** Scott Erickson; City Commissioners  
**From:** Jason Alonen, Acting DPW Supervisor  
**Date:** 9/6/2013  
**Re:** DPW Road Gravel

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### **DPW Road Gravel**

The City of Ironwood Public Works Department is requesting authorization to go out for bids for road gravel. Road gravel was last ordered in September of 2011.