

# CITY OF IRONWOOD

213 S. Marquette Street  
Ironwood, Michigan 49938



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## AGENDA REGULAR IRONWOOD CITY COMMISSION MEETING MONDAY, FEBRUARY 24, 2014 Public Hearing – 5:25 P.M. Regular Meeting 5:30 P.M.

**LOCATION: COMMISSION CHAMBER MEMORIAL BUILDING**

### 5:25 P.M.

1. Open Public Hearing.
2. Public Hearing: To hear comment on the Housing Rehabilitation Grant Application.
3. Close Public Hearing.

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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 – February 10<sup>th</sup> Regular Commission Meeting.

\*2) Review and Place on File:

- a) Pat O'Donnell Civic Center Meeting Minutes of Jan. 6<sup>th</sup> & Feb. 3<sup>rd</sup>.

- D. Receive & Place on File from the Finance Director.
  - 1. Statement of Revenue & Expenditures.
  - 2. Monthly Cash Report.
- E. Approval of Monthly Check Register Report.
- F. Approval of the Agenda.
- G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit).

#### NEW BUSINESS

- H. Discuss and Consider Resolution #014-005 to apply for a Michigan State Housing and Development Authority Homeowner Rehabilitation Grant.
- I. Discuss and Consider Resolution #014-006 between the City of Ironwood and Michigan Department of Transportation approving the Special Trunkline Non-Act-51 Added Work on Highway US 2 and authorizing the appropriate officials to sign all applicable documents.
- J. Discuss and Consider award of bid from the Entrée and Companion equipment.
- K. Discuss and Consider award of bid from Old World Meats equipment sale.
- L. Discuss and Consider Rental Lease Agreement with Pamela Morello at the City Centre.
- M. Manager's Report.
- N. Other Matters (Three Minute Limit).
- O. Citizens wishing to address the Commission on Items not on the Agenda (Five Minute Limit).
- P. Adjournment.

### Proceedings of the Ironwood City Commission

A Regular Meeting of the Ironwood City Commission was held on February 10, 2014 at 5:30 P.M. in the City Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood, Michigan.

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

B. Recording of the Roll.

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

ABSENT: None.

C. Approval of the Consent Agenda.\*

\*1) Approval of Minutes – January 27<sup>th</sup> Regular Commission Meeting.

\*2) Approve scheduling a Public Hearing for February 24, 2014 at 5:25 P.M. to hear comments on the Housing Rehabilitation Grant Application.

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

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

There were none.

#### OLD BUSINESS

F. Update on the Comprehensive Plan by Community Development Director Michael J.D. Brown.

Community Development Director Brown addressed the City Commission and updated them on the recent Comprehensive Plan. Mr. Brown stated the City received 550 surveys back and the turnout for the Comprehensive Plan Community Workshop on January 21<sup>st</sup> was good. He further stated the City should receive the first draft around April or May. Further discussion of this matter took place.

#### NEW BUSINESS

G. Discuss and Consider applying for a MDNR Trust Fund Grant for Electrical Upgrades at Curry Park.

*Motion was made by Semo, seconded by Tauer to apply for a MDNR Trust Fund Grant for Electrical Upgrades at Curry Park up to \$50,000.00. Unanimously passed by roll call vote.*

Community Development Director Brown noted the local \$12,500.00 match for this grant would come from the Timber Sale in the amount of \$5,700.00, which was previously budgeted for, and the remaining would be in kind.

Mr. Brown questioned the City Commission regarding the Depot Park Playground Equipment and it was agreed that this item be brought back to the City Commission in March after the Park & Recreation Committee and Downtown Ironwood Development Authority had a chance to review.

- H. Discuss and Consider authorizing advertisement to bid for a 3 year refuse collection contract.

***Motion** was made by Semo, seconded by Tauer and carried to authorize advertisement to bid for a 3 year refuse collection contract.*

- I. Discuss and Consider Resolution #014-003 to comply with the Provisions of PA 152.

***Motion** was made by Semo, seconded by Cayer to adopt Resolution #014-003 to comply with the Provisions of PA 152. Unanimously passed by roll call vote.*

- J. Discuss and Consider Resolution #014-004 requesting the State of Michigan refund excess State fund balance to the Local units of Governments.

***Motion** was made by Semo, seconded by Tauer to adopt Resolution #014-004 requesting the State of Michigan refund excess State fund balance to the Local Units of Governments. Unanimously passed by roll call vote.*

- K. Discuss and Consider appointment of a board member and an alternate to the Michigan's Western Gateway Trail Authority Board.

***Motion** was made by Semo, seconded by Sim and carried to appoint City Manager Scott Erickson to the Board and Commissioner Rick Semo as an alternate to the Michigan's Western Gateway Trail Authority Board.*

- L. Discuss and Consider request from the Downtown Theatre to authorize construction of a permanent handicapped ramp at the theatre.

Downtown Theatre Director Bruce Greenhill was present and explained to the City Commission the construction project for a permanent handicapped ramp at the theatre.

***Motion** was made by Semo, seconded by Cayer and carried to grant the request from the Historic Downtown Ironwood Theatre Board to construct a permanent handicapped ramp upon review with the State Historic Preservation Office (SHPO).*

- M. Discuss and Consider approval of a grant agreement in the amount of \$3,280.00 for programming through the Downtown Art Place from the Copper Country Community Arts Council and Michigan Council of Arts and Cultural Affairs and to authorize appropriate signatures.

***Motion** was made by Semo, seconded by Tauer to approve the grant agreement in the amount of \$3,280.00 for programming through the Downtown Art Place from the Copper Country Community Arts Council and Michigan Council of Arts and Cultural Affairs and to authorize the appropriate signatures. Unanimously passed by roll call vote.*

- N. Discuss and Consider authorizing advertisement to bid for Phase III Local Water & Sewer Project (Neighborhood North of US 2 and East of Lake Road).

***Motion** was made by Semo, seconded by Cayer and carried to authorize advertisement to bid for Phase III Local Water & Sewer Project (Neighborhood North of US2 and East of Lake Road).*

O. Manager's Report.

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

- \*The City of Ironwood has recorded approximately 75 private service line freeze ups.
- \*The City DPW crews have been working long hours in the cold weather to respond to water customer freeze ups problems and have done a great job.
- \*Jakes Excavating hopes to have the structure at 213 Bonnie Road cleaned up prior to spring load limits occurring.
- \*Bid specifications are out for the removal of three – ten thousand gallon fuel tanks at the DPW Garage.
- \*Easement documents have been prepared for the development of the first phase of the regional trail through Ironwood.
- \*The City Centre boilers have been installed by Mukavitz Heating.
- \*City staff and Coleman Engineering continue to work with MDOT on the first phase of the US2 reconstruction project. The bid openings will be March 14, 2014.
- \*An order to purchase the new Zamboni for the Civic Center has taken place.
- \*Thanks to the staff and others who put the extra effort into getting the newsletter out.
- \*The City Water Department is working with the MDEQ on updating the City's Wellhead Protection Plan for the Municipal Well Field.

P. Other Matters (Three Minute Limit).

Mayor Corcoran requested the City Commission excuse her from the March 10<sup>th</sup> City Commission Meeting.

***Motion*** was made by Semo, seconded by Tauer and carried to excuse the Mayor from the March 10<sup>th</sup> Ironwood City Commission Meeting.

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

Paul Grbavcich, of 1221 E. Leonard Street addressed the City Commission regarding a Library Meeting being held in Hurley, the Director, and grant money that the City Commission gave to the Carnegie Library.

R. Adjournment.

***Motion*** was made by Tauer, seconded by Semo and carried to adjourn the meeting at 6:16 p.m.

Kim Corcoran, Mayor

Karen M. Gullan, City Clerk

## Meeting Minutes Pat O'Donnell Civic Center 1/6/14

1. Meeting called to order by Metzger.
2. Roll call—Metzger, Collins, Lorensen, Re and Mgr. Roehm present. Cayer, Justinak absent.
3. Addendum: D. Website added to docket under Old Business by Collins. Motion to approve amended docket made by Lorensen, 2<sup>nd</sup> by Re, roll call vote was as follows: Collins-yes, Metzger-yes, Re-yes, Lorensen-yes, motion approved.
4. Motion to approve minutes and financials made by Collins, 2<sup>nd</sup> by Lorensen, motion approved.
5. Old Business
  - A. Discussion was held about New Year's party: considered successful.
  - B. Discussion was held about the zamboni donation. \$152,000.00 worth of stock was donated and is to be used to purchase a new electric zamboni and edger. After purchase there will be approximately \$18,000.00 in excess which is to be used for other building improvements as per the benefactor's wishes.
  - C. Discussion was held about the holiday skating season, e.g. ice crystals clinic, *hockey camp, and open skating, and was deemed to be okay.*
  - D. Discussion was held about the website; it's currently in progress.
6. New Business
  - A. Discussion was held regarding the current cancellation term via contract for the Polar Bear Hockey Club (PBHC) and payment of ice time. Currently the term for cancellation of ice time is a week's notice; failure to give a week's notice results in full payment of ice time. Representatives from the PBHC expressed concerns about child safety during times of extreme inclement weather. Opinions and suggestions were given from both the PBHC and the Civic Center about payment and use of ice time.
    - i. Motion that follows was made by Lorensen, 2<sup>nd</sup> by Re, and roll call vote was as follows: Metzger-yes, Collins-yes, Re-yes, Lorensen-yes, motion approved:
      1. The Ironwood Area School District will be used as a cancellation

factor for **practices**. When Ironwood Area Schools are cancelled, so too are the PBHC practices. The PBHC will pay a cancellation fee of \$25.00/hr for any and all cancelled hockey practices for that day.

- a. If the PBHC teams are still willing to practice, they must contact Mgr. Roehm and pay normal rate of \$115.00/hr. Final decision to open the Civic Center for a cancelled practice rests with Mgr. Roehm.
2. If **games** are cancelled without a week's notice (less than 7 days) the PBHC will pay a cancellation fee of \$60.00/hr.
3. If **games** are rescheduled the PBHC will pay full amount (\$115.00/hr) for ice time without a waiver of the previous cancellation fee.
- ii. Discussion was held about when the preceding approved motion should be in effect. Motion to put the fore mentioned approved motion into effect as of 1/6/14 was made by Metzger, 2<sup>nd</sup> by Lorensen, roll call vote was as follows: Collins-no, Lorensen-yes, Re-no, Metzger-yes, motion failed.
- iii. Motion to put the fore mentioned approved motion into effect as of 1/7/14 was made by Re, 2<sup>nd</sup> by Collins, roll call vote was as follows: Lorensen-no, Metzger-no, Collins-yes, Re-yes, motion failed.
- iv. Motion for the PBHC to pay \$200.00 for the ice time on 1/6/14 with the fore mentioned approved motion to be in effect for the rest of this hockey season was made by Lorensen, 2<sup>nd</sup> by Metzger, roll call vote was as follows: Collins-yes, Re-yes, Metzger-yes, Lorensen-yes, motion approved.

B. Bids for new and efficient lighting are being looked into.

## 7. Public Comment

- A. Adam Clemens—would like to discuss the contract between the PBHC and the Civic Center sometime this summer where issues and concerns such as, but not limited to, the cancellation process/fees can be addressed well in advance of the next season.

B. Shelly Trier—the Squirt MAHA District Finals will be coming to the Civic Center February 7<sup>th</sup>-8<sup>th</sup>.

8. Next meeting Monday 2/3/14 @ 5:00 @ Civic Center.

9. Adjournment by Lorensen



## **Pat O'Donnell Civic Center minutes**

**Feb 3<sup>rd</sup>, 2014**

1- Meeting called to order at 5:36pm, needed to wait for a quorum in order to have the meeting. Meeting was scheduled for a 5pm start.

2- Roll Call- attending- Joe M, Gabe J, Jim C, John L, mgr Brian R. Absent- Marcus R, Joe C. In attendance – Adam Clemens.

3- Approval of docket- motion by John L, 2<sup>nd</sup> by Gabe J--- approved

4- Approval of minutes- motion by John L, 2<sup>nd</sup> by Gabe J--approved

5- Old business-

A)- Heard report on the Zamboni and edger which have been ordered and the \$25,000 down payment has been sent in.

B)- Heard report on POD offering free open skating to Ironwood residents on Sunday evenings. Posting of this have been in the globe, on the radio, and on Facebook.

C)- Polar Bear contract- Discussed the new contract amendment regarding cancellation fees, that was approved from the Jan 6<sup>th</sup> meeting.

A motion was made by Jim C and 2<sup>nd</sup> by Gabe J to bring this up again for discussion during the March 3<sup>rd</sup> meeting. *Roll call vote*—YES= Jim C, Gabe J, Joe M -- NO= John L.

6- New business-

A)- Septic issue- pump on the septic had to be replaced, Pump was ordered and replaced by Brian and Bill. The Bad pump is sent in and is getting rebuilt so that we will have an extra on hand if needed.

B)- Well Issue- Bushing on the well pump went bad and had to be replaced, this was covered under warranty. However we may still get billed for labor

for replacing pump.

C)-Second Circus- booked another circus for March 28<sup>th</sup>.

D) - State district 8 hockey tournament- district hockey tourney will be this weekend February 7<sup>th</sup>-9<sup>th</sup>. 8 teams from across the UP will be coming to the area to play for a chance to go to the state tournament.

E) – Heard from Scott Kellett about the MNJHL giving Ironwood rights to start a Jr hockey Team. He is hoping to work with us on a proposal/contract.

7) - Public comment- none

8) – Next meeting: Monday March 3<sup>rd</sup> at 5pm at the POD civic center.

9) – Motion by Gabe J, 2<sup>nd</sup> by Jim C to adjourn—approved.

**CITY OF IRONWOOD  
RESOLUTION #014-005  
HOUSING REHABILITATION GRANT**

At a regular meeting of the City Commission of the City of Ironwood held on the 24<sup>th</sup> day of February, 2014 in the Commission Chambers of the Memorial Building in the City of Ironwood, Michigan, the following resolution was offered by Commissioner \_\_\_\_\_, and supported by Commissioner \_\_\_\_\_.

**WHEREAS**, the City of Ironwood desires to participate in the Michigan State Housing Development Authority Housing Rehabilitation Grant Program, and

**WHEREAS**, the City of ironwood held a public hearing on February 24, 2014 to hear comment on the Housing Rehabilitation Grant Application, and

**THEREFORE BE IT FURTHER RESOLVED**, the City of Ironwood hereby endorses applying for a Housing Rehabilitation Grant through the Michigan State Housing Development Authority.

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

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

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

I, Karen M. Gullan, the duly appointed City Clerk of the City of Ironwood, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality, on the 24<sup>th</sup> day of February, 2014.

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

**CITY OF IRONWOOD  
RESOLUTION #014-006**

Commissioner \_\_\_\_\_ offered the following resolution and moved for its adoption.

**WHEREAS**, the Michigan Department of Transportation (MDOT) is planning reconstruction work on Highway US-2 between Tourist Park Road and Curry Street within the corporate limits of the City of Ironwood; and

**WHEREAS**, the City of Ironwood has requested Special Trunkline Non Act 51 added work for water main and sanitary sewer improvements ("Project") in connection with the Highway US-2 construction; and

**WHEREAS**, the City of Ironwood will have 100% City participation responsibility for the "Project" improvements;

**NOW THEREFORE, BE IT RESOLVED** that the City of Ironwood enter into an agreement with the MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) for the additional work in connection with the Highway US-2 Construction; and the following City Officials Mayor Kim Corcoran, and City Clerk Karen M. Gullan are authorized to sign said Contract No. 13-5644.

Supported by Commissioner \_\_\_\_\_.

ADOPTED: Yeas:

Nays:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality, on the 24<sup>th</sup> day of February, 2014.

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

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA	
Control Section	NH 27021
Job Number	110584A
Contract	13-5644

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF IRONWOOD, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-2, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning reconstruction work on Highway US-2 between Tourist Park Road and Curry Street within the corporate limits of the CITY; and

WHEREAS, the CITY has requested additional work in connection with the Highway US-2 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A - 100% CITY PARTICIPATION (WATERMAIN WORK)

Watermain replacement work along highway US-2 (Cloverland Drive) from the Michigan Welcome Center to Curry Street; together with necessary related work, located within the corporate limits of the CITY; and

PART B - 100% CITY PARTICIPATION (SANITARY SEWER WORK)

Sanitary sewer replacement work along highway US-2 (Cloverland Drive) from Tourist Park Road to Curry Street; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$1,907,400; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT.

Preliminary engineering and construction engineering work has been or will be performed or caused to be performed by the CITY at its expense. Costs for these activities are hereby excluded from the PROJECT COST as defined herein.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PART A	\$1,234,000
PART B	<u>\$673,400</u>
TOTAL	\$1,907,400

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when

due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability or control.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

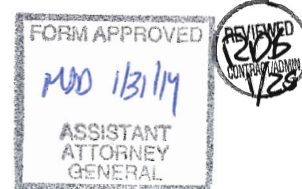
CITY OF IRONWOOD

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



APPROVED BY:

for \_\_\_\_\_  
Administrator  
Real Estate

2/3/2014  
Date



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

**The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).**

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

**The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**



## MEMO

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

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

**Date:** February 7, 2014

Meeting Date: February 24, 2014

**Re:** Entrée & Companions Bid Award

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Attached are the bid tabulation sheets for the Entrée & Companions kitchen equipment that was put out to bid. Staff recommends awarding the bids to the highest bidders.

There were no minimum bids and only two items remain which include Item #39: 1/6 plastic food pans and lids and Item #66: plastic tops. Staff will discuss with the State what should be done with these items.



## MEMO

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

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

**Date:** February 7, 2014

Meeting Date: February 24, 2014

**Re:** Old World Meats Bid Award

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Attached are the bid tabulation sheets for the Old World Meats equipment that was put out to bid. Staff recommends awarding the bids to the highest bidders.

[illegible]

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Buxton  
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Hume





## **COMMERCIAL LEASE AGREEMENT**

THIS LEASE has been made and entered into as of March 1, 2014, by and between THE CITY OF IRONWOOD, a Michigan municipality, of 213 S. Marquette Street, Ironwood, MI 49938 ("Landlord"), and PAMELA MORELLO, of 5571 W. Center Drive, Kimball, WI 54534 ("Tenant"). Landlord and Tenant agree as follows:

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

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

B. "Premises" means that portion of the Property containing approximately a one (1) room office space on the second floor or Suite #BA37.

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

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

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

### *2.1 Demise of Premises; Term.*

- (a) Landlord leases the Premises to Tenant, and Tenant hire the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of one (1) year beginning on March 1, 2014 (the "Commencement Date") and ending on February 28, 2015 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").
- (b) Landlord reserves the right to pass reasonable utility installations through the Premises.

### *2.2 Use of Premises.*

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

### *2.3 Possession.*

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

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

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

### *3.1 Base Rent.*

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

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

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

### *3.2 Personal Property Taxes.*

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

### *3.3 Security Deposit.*

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

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

### *3.5 Setoff; Obligation to Survive; Application of Payments.*

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

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

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

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

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

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

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

#### 6.1 *Alterations by Tenant.*

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

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

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

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

#### 8.1 *Destruction--Fire or Other Cause.*

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

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

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

#### *8.2 Indemnification; Tenant Property.*

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

#### *8.3 Insurance.*

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

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

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

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

9.2 *Termination; Surrender of Possession.*

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LANDLORD  
CITY OF IRONWOOD:**

\_\_\_\_\_  
By: KIM CORCORAN  
Its: Mayor

\_\_\_\_\_  
By: KAREN M. GULLAN  
Its: Clerk

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared KIM CORCORAN, Mayor and KAREN M. GULLAN, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed pursuant to the authority granted by the Ironwood City Commission.

\_\_\_\_\_, Notary Public  
Gogebic County, Michigan  
My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENANT:**

\_\_\_\_\_  
PAMELA MORELLO

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF GOGEBIC    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared PAMELA MORELLO, to me known to be the person who executed the foregoing

instrument and acknowledged that she executed the same on her behalf as her free act and deed.

\_\_\_\_\_, Notary Public  
Gogebic County, Michigan  
My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

**THIS DOCUMENT WAS DRAFTED BY:**

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