



102 W. Washington Suite 232
Marquette, MI 49855
906-235-2923
ironoreheritage@gmail.com

**IRON ORE HERITAGE RECREATION AUTHORITY
MONTHLY BOARD MEETING AGENDA
WEDNESDAY, April 24, 2024
ISHPEMING SENIOR CENTER**

- I. ROLL CALL:
- II. PUBLIC COMMENT (Agenda Items – Limit to three minutes)
- III. APPROVAL OF CONSENT AGENDA:
 - A. March Minutes
 - B. Bills to be Paid
- IV. APPROVAL OF FINANCIAL REPORTS:
- V. APPROVAL OF AGENDA:
- VI. IOHT Event Approval:
 - A. Retired Teachers IOHT/Old Towne Bicycle ride and presentation, September 18
 - B. Yankee Doodle Dash, Chocolay Twp to City of Marquette and back, July 4
- VII. OLD BUSINESS
 - A. Project Updates:
 1. Property Acquisition
 - a. Offer to Purchase and Just Compensation signed
 - b. Unanimous Written Consent Resolution- need board signatures
 2. Negaunee Boardwalk
 - a. Beaver trapper brought in by MiDNR, need to drop water level
 3. Winthrop Junction Trailhead Parking Lot
 - a. Board to vote on a Recreation Passport Grant Resolution
 4. Negaunee ORV Trail Extension
 - a. Approve Purchase Agreement with Northview Co. 2
 5. Lakeland Extension
 - a. Will be meeting with Coleman Engineering in May
 6. Trailhead Recognition of Marquette Co. Interscholastic Cycling Achievement
 - a. Present signage mockup for acceptance
 7. Celebrate Trails Day, Saturday, April 27
 8. IOHRA Office Relocation—moving April 29 & 30
- VIII. NEW BUSINESS
 1. Resolution and Ballot Language for Republic Township Millage, November Election
 2. Review and accept trail repair estimates between Stoneville & Winthrop Jct and grading from Negaunee ice arena to 7th Street, Ishpeming by ATP, LLC
 3. Letter to U.S. Post Office to forward mail from 102 W. Washington #232, Marquette to PO Box in Negaunee
- IX. ADMINISTRATOR REPORT
- X. BOARD COMMENT
- XI. PUBLIC COMMENT
- XII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, May 22, 2024, 4:30 pm Ishpeming Senior Center and Zoom



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**IRON ORE HERITAGE RECREATION AUTHORITY
MONTHLY BOARD MEETING MINUTES
WEDNESDAY, MARCH 27, 2024
ISHPEMING SENIOR CENTER**

AGENDA

- I. ROLL CALL: **Jim Brennan**-Republic Twp, **Nick Leach**-City of Marquette, **Jon Becker**-City of Negaunee, **Don Britton**-Chocolay Twp, **Dawn Hoffman**-Tilden Twp, **Al Reynolds**-Negaunee Twp
Absent: **Lauren Luce**-MQT County, **Glenn Johnson**-Marquette Twp, **Larry Bussone**-City of Ishpeming
Guests: Rob Katona-MiDNR trails specialist, Mike Springer via Zoom
- II. PUBLIC COMMENT (Agenda Items – Limit to three minutes)
- III. APPROVAL OF CONSENT AGENDA: **Hoffman** motions, **Reynolds** seconds, ayes: all
 - A. February Minutes
 - B. Bills to be Paid
- IV. APPROVAL OF FINANCIAL REPORTS: Corrections have been made in the Profit & Loss reports to reflect municipality millage tax as income. **Brennan** motions, **Hoffman** seconds, all in favor
- V. APPROVAL OF AGENDA: **Brennan** motions to add millage discussion for Republic in November and also plan for Humboldt and Ely as possible to add to their ballots in November. **Becker** seconds, ayes: all
- VI. OLD BUSINESS
 - A. Project Updates:
 1. Property Acquisition
 - a. Amended purchase agreement letters returned, waiting to hear back from Brian Sheridan about closing details, once complete closing date will be confirmed
 2. Negaunee Boardwalk
 - a. Associated Constructors secured, EGLE has approved plan amendments, set a site visit with Associated Constructors to assess project site
 3. Winthrop Junction Trailhead Parking Lot
 - a. Applying for Rec Passport & Trust Fund Grant; see new business, it would fit better as a Rec Passport; Bob will check on the lease for duration; more of a chance to get a RP than a Trust Fund, success rate is 30% for grants filed
 4. Negaunee ORV Trail Extension
 - a. Waiting for amended purchase agreement from Northview Co. 2, O'Dovero holding company, EGLE permit is wrapping up and we should hear from them soon, after purchase agreement is finalized the MiDNR can start move forward with the project
 5. Lakenenland Extension
 - a. No current updates, contact Coleman Engineering for a timeline this year
 6. IOHRA Office Relocation—moving the week of April 29 to the West End YMCA facility for \$350 per month utilities included, the office will be located the main office facing Iron Street, large office with lots of window, summer parking no issue, winter parking will be over at the Negaunee DPW building off Prince Street, will look into getting a PO box to give us more security for check and other sensitive information for the IOHRA, Don will be available to help move, plan will be to use the IOHT truck and trailer, Don has an enclosed trailer if needed
 7. Trailhead Recognition of Marquette Co. Interscholastic Cycling Achievement
 - a. Proposed location Negaunee Twp trail head; mock-up of sign will be presented at the April meeting, font will be change to make more readable

VII. NEW BUSINESS

1. Presentation and Public Comment of Winthrop Junction Trailhead; location is off Washington Street in Ishpeming, near Perkins Construction; it's 1.7 acres; Britton ask to remove the center parking islands, reduce size of turnaround at back of parking lot so it's easier to get a trailer around; bids came in at \$110,000 for originally plan which is out of budget for the IOHRA to complete; propose the lot to consist of 9 trailer parking sport and 9 individual parking spots; how will this work in coordination with the small parking lot off Stoneville Road currently being used; the plan will be revamped to include a vault toilet, benches, picnic table and bike rack; Bob will work with Bill Sanders on a new site development plan and submit a 2024 Recreation Passport Grant application which is due on April 1; **Leach** Motions to Support to submit an application for a MIDNR Recreation Passport Grant with changes and amenities discusses; **Brennan** seconds; all vote in favor of pursuing a RP Grant for this project, no public comment, ayes: all
2. Celebrate Trails Day, Saturday, April 27
 - a. Promoted nationally by Rails to Trails Conservancy
 - b. Engage Adopt-a-Mile Groups, plan a trail-clean-up day
 - c. Bring awareness of IOHT and opportunities to get involvedSome of the board was unaware that Adopt-a-Mile Group existed. Admin is working on formalizing the list; Leach suggested that a overlay map be created to show the section that are adopted; recognition signs are already in place along the trail to indicate which groups have what section and to give recognition
3. November Ballot for Republic, confident about Humbolt and potential Ely
 - a. Ballot Language needs to be submitted by June 13 for the November General Election, Brennon recommends that the ballot language be submitted to the Townships by May for a resolution to be proposed at the June meeting; Brennon express that he plans to recommend that the millage be put on the Republic Township ballot for the November General Election and expects Humboldt Township to do the same; Admin will need to approach Ely Township to request a resolution to include the millage on the November General Election. Promotional material needs to be simplified and explain what the cost to each voter would be, the millage is based on the assessed equalization value of each property, Admin to get ballot language prepared by early May

VIII. ADMINISTRATOR REPORT: LSCP selected Carol Fulsher for the individual Distinguished Service Award, award and dinner will be on April 10, cost \$100 per ticket, Don and Bob will attend; MIDNR e-bike Survey for trail use in State Parks; doesn't include IOHT at this point but is starting to set the tone for what to come with e-bikes on trails, Admin recommends that the IOHRA board participate in the survey and start thinking about how e-bike use will evolved on the IOHT; a roundabout will be constructed at the intersection of M-35 & Co Rd 492 in 2026, a public information meeting will be held on April 9, 5:30pm at the Negaunee Twp Hall, admin will attend

IX. BOARD COMMENT: Becker agrees e-bikes will be a increasing presents on the IOHT and not sure how permission based Type 2 will be enforced; Leach feels e-bikes are a good thing, feels they proposed a challenge, need to get a boilerplate messaging to be used when people inquire about e-bike policy on the IOHT; Brennen expressed that he has enjoy his appointment to the IOHRA and looks forward to hopefully getting back on, comments from the board to encourage to have Brennan engage with the board; Britton asked for clarification on what makes a Type 1 & 2 e-bikes different and if you don't use the throttle is it still considered a Type 2, Becker commented that if the throttle is disconnected then it would be classified as a Type 1; the board including those outgoing members are invited to a dinner after the April board meeting, location Mama Mias Italian Restaurant in Ishpeming.

X. PUBLIC COMMENT: none

XI. ADJOURNMENT: **Becker** motions to adjourn, **Hoffman** seconds, all support the motion to adjourn at 5:36pm

NEXT MEETING DATE: Wednesday, April 24, 2024, 4:30 pm Ishpeming Senior Center and Zoom

Iron Ore Heritage Recreation Authority
Balance Sheet
As of March 1, 2024

	Mar 1, 24
ASSETS	
Current Assets	
Checking/Savings	
003-005 · U.P. State Bank CD	200,860.66
003-003 · Nicolet Bank CD	100,000.00
001-006 · Embers Savings	13.31
001-005 · nicolet promontory acct	547,880.89
001-004 · nicolet bank checking account	49,986.75
Total Checking/Savings	898,741.61
Accounts Receivable	
018-012 · Taxes Receivables - unassigned	-0.10
018-000 · Taxes Receivable	
018-001 · Taxes Receivable - Tilden	4,146.45
018-002 · Taxes Receivable - Ishpeming	7,025.05
018-003 · Taxes Receivable - Negaunee	-686.33
018-004 · Taxes Receivable - Neg Twp	-134.72
018-005 · Taxes Receivable - Mqt Twp	17,689.82
018-006 · Taxes Receivable - Marquette	126,519.69
018-007 · Taxes Receivable - Chocolay	11,317.11
018-011 · Taxes Receivable - Rep Twp	1,335.80
018-000 · Taxes Receivable - Other	-46.16
Total 018-000 · Taxes Receivable	167,166.71
018-009 · Grants Receivable	16,800.00
Total Accounts Receivable	183,966.61
Other Current Assets	
018-013 · Taxes Receivable - unassigned	51,665.49
Total Other Current Assets	51,665.49
Total Current Assets	1,134,373.71
TOTAL ASSETS	1,134,373.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202-000 · Accounts Payable	3,000.00
Total Accounts Payable	3,000.00
Other Current Liabilities	
2110 · Direct Deposit Liabilities	-9.24
204-000 · Accrued Wages	6,663.89
203-000 · Unearned revenue	363,469.10
200-258 · Federal Taxes	954.16
200-259 · State Taxes	572.12
Total Other Current Liabilities	371,650.03
Total Current Liabilities	374,650.03
Total Liabilities	374,650.03

Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual

January through March 2024

	Jan - Mar 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	242.28	96.02	252.3%
401-000 · Taxes	216,108.66	349,880.00	61.8%
664-000 · Interest	5,448.51	4,200.00	129.7%
Total General Revenue	221,799.45	354,176.02	62.6%
Program Revenue			
Unrestricted			
642-000 · Promo Sales	0.00	100.00	0.0%
Total Unrestricted	0.00	100.00	0.0%
Restricted			
539-000 · State Grants	0.00	150,700.00	0.0%
Total Restricted	0.00	150,700.00	0.0%
Total Program Revenue	0.00	150,800.00	0.0%
Total Income	221,799.45	504,976.02	43.9%
Gross Profit	221,799.45	504,976.02	43.9%
Expense			
62800 · Facilities and Equipment			
62840 · Equip Rental and Maintenance	1.02		
62890 · Rent, Parking, Utilities	1,346.80	1,275.00	105.6%
Total 62800 · Facilities and Equipment	1,347.82	1,275.00	105.7%
701-000 · Payroll			
701-003 · Direct Deposit Fee	1.75		
701-001 · Salaries and Wages	16,153.83	15,000.00	107.7%
701-002 · Payroll taxes	1,341.77	1,125.00	119.3%
Total 701-000 · Payroll	17,497.35	16,125.00	108.5%
727-000 · Office Supplies	35.37	300.00	11.8%
800-000 · Operations			
800-001 · Books, Subscriptions, Reference	809.53	600.00	134.9%
800-002 · Postage, Mailing Service	26.75	75.00	35.7%
Total 800-000 · Operations	836.28	675.00	123.9%
802-000 · Accounting Contract Services	210.00	290.00	72.4%
803-000 · Professional Services Fees	3,930.00	2,500.00	157.2%
850-000 · Telephone, Telecommunications	171.00	330.00	51.8%
860-000 · Travel and Meetings	0.00	500.00	0.0%
870-000 · Board Meeting Expenses	0.00	60.00	0.0%
880-000 · Marketing			
880-005 · Print advertising	0.00	750.00	0.0%
881-000 · Public Relations	0.00	200.00	0.0%
884-000 · Website	0.00	1,750.00	0.0%
885-000 · Logo Apparel	241.88	850.00	28.5%
Total 880-000 · Marketing	241.88	3,550.00	6.8%
900-000 · Printing and Publishing	0.00	300.00	0.0%
970-000 · Capital Outlay			
970-200 · Trail Expense			
970-215 · Acquisition	0.00	150,700.00	0.0%
970-211 · Negaunee Township Trailhead	13.25	0.00	100.0%
970-202 · Trail Supplies	255.90	800.00	32.0%
Total 970-200 · Trail Expense	269.15	151,500.00	0.2%
970-300 · Engineering	10,030.00	32,000.00	31.3%
Total 970-000 · Capital Outlay	10,299.15	183,500.00	5.6%
990-000 · Debt Service			
990-002 · Bank Fees	0.00	15.00	0.0%
Total 990-000 · Debt Service	0.00	15.00	0.0%
Total Expense	34,568.85	209,420.00	16.5%
Net Ordinary Income	187,230.60	295,556.02	63.3%
Net Income	187,230.60	295,556.02	63.3%

Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual

March 2024

	Mar 24	Budget	% of Budget
Ordinary Income/Expense			
Income			
General Revenue			
401-000 · Taxes	67,193.12	0.00	100.0%
664-000 · Interest	2,140.89	1,400.00	152.9%
Total General Revenue	69,334.01	1,400.00	4,952.4%
Program Revenue			
Unrestricted			
642-000 · Promo Sales	0.00	50.00	0.0%
Total Unrestricted	0.00	50.00	0.0%
Restricted			
539-000 · State Grants	0.00	150,700.00	0.0%
Total Restricted	0.00	150,700.00	0.0%
Total Program Revenue	0.00	150,750.00	0.0%
Total Income	69,334.01	152,150.00	45.6%
Gross Profit	69,334.01	152,150.00	45.6%
Expense			
62800 · Facilities and Equipment			
62890 · Rent, Parking, Utilities	764.40	425.00	179.9%
Total 62800 · Facilities and Equipment	764.40	425.00	179.9%
701-000 · Payroll			
701-001 · Salaries and Wages	4,615.38	5,000.00	92.3%
701-002 · Payroll taxes	361.36	375.00	96.4%
Total 701-000 · Payroll	4,976.74	5,375.00	92.6%
727-000 · Office Supplies	0.00	100.00	0.0%
800-000 · Operations			
800-001 · Books, Subscriptions, Reference	70.33	0.00	100.0%
800-002 · Postage, Mailing Service	26.75	0.00	100.0%
Total 800-000 · Operations	97.08	0.00	100.0%
802-000 · Accounting Contract Services	0.00	120.00	0.0%
803-000 · Professional Services Fees	1,230.00	0.00	100.0%
850-000 · Telephone, Telecommunications	103.15	110.00	93.8%
860-000 · Travel and Meetings	0.00	500.00	0.0%
870-000 · Board Meeting Expenses	0.00	20.00	0.0%
880-000 · Marketing			
885-000 · Logo Apparel	241.88	250.00	96.8%
Total 880-000 · Marketing	241.88	250.00	96.8%
970-000 · Capital Outlay			
970-200 · Trail Expense			
970-202 · Trail Supplies	208.90	500.00	41.8%
Total 970-200 · Trail Expense	208.90	500.00	41.8%
970-300 · Engineering	10,030.00	32,000.00	31.3%
Total 970-000 · Capital Outlay	10,238.90	32,500.00	31.5%
990-000 · Debt Service			
990-002 · Bank Fees	0.00	5.00	0.0%
Total 990-000 · Debt Service	0.00	5.00	0.0%
Total Expense	17,652.15	39,405.00	44.8%
Net Ordinary Income	51,681.86	112,745.00	45.8%
Net Income	51,681.86	112,745.00	45.8%

12:16 PM
04/22/24

Iron Ore Heritage Recreation Authority
Deposit Detail
March 2024

Type	Date	Name	Account	Amount
Deposit	03/01/2024		001-004 · nicolet bank checking acc...	20,747.82
Payment	03/01/2024	Chocolay Township ta...	001-001 · Undeposited Funds	-13,223.81
Payment	03/01/2024	City of Negaunee taxes	001-001 · Undeposited Funds	-6,604.39
Payment	03/01/2024	City of Marquette taxes	001-001 · Undeposited Funds	-919.62
TOTAL				-20,747.82
Deposit	03/05/2024		001-004 · nicolet bank checking acc...	11,007.86
Payment	03/05/2024	Tilden Township taxes	001-001 · Undeposited Funds	-5,399.74
Payment	03/05/2024	City of Ishpeming taxes	001-001 · Undeposited Funds	-54.93
Payment	03/05/2024	City of Ishpeming taxes	001-001 · Undeposited Funds	-5,553.19
TOTAL				-11,007.86
Deposit	03/18/2024		001-004 · nicolet bank checking acc...	720.79
Payment	03/18/2024	City of Marquette taxes	001-001 · Undeposited Funds	-280.59
Payment	03/18/2024	City of Ishpeming taxes	001-001 · Undeposited Funds	-330.71
Payment	03/18/2024	Tilden Township taxes	001-001 · Undeposited Funds	-109.49
TOTAL				-720.79
Deposit	03/22/2024		001-004 · nicolet bank checking acc...	16,005.39
Payment	03/22/2024	Chocolay Township ta...	001-001 · Undeposited Funds	-14,813.95
Payment	03/22/2024	Tilden Township taxes	001-001 · Undeposited Funds	-14.44
Payment	03/22/2024	Republic Township	001-001 · Undeposited Funds	-1,177.00
TOTAL				-16,005.39
Deposit	03/31/2024		003-005 · U.P. State Bank CD	835.55
			664-000 · Interest	-835.55
TOTAL				-835.55
Deposit	03/31/2024		001-005 · nicolet promontory acct	1,305.34
			664-000 · Interest	-1,305.34
TOTAL				-1,305.34
Deposit	03/12/2024		001-004 · nicolet bank checking acc...	18,711.26
Payment	03/12/2024	Marquette Township t...	001-001 · Undeposited Funds	-18,711.26
TOTAL				-18,711.26

Iron Ore Heritage Recreation Authority
Bill To Be Paid
As of March 31, 2024

Name	Split	Amount
202-000 · Accounts Payable		
City of Negaunee	001-004 · nicolet bank checking account	-15.00
City of Negaunee	62890 · Rent, Parking, Utilities	15.00
Clark Properties	62890 · Rent, Parking, Utilities	285.00
Clark Properties	001-004 · nicolet bank checking account	-285.00
Clark Properties	62890 · Rent, Parking, Utilities	285.00
Loyaltees	885-000 · Logo Apparel	241.88
Loyaltees	001-004 · nicolet bank checking account	-241.88
Marquette BLP	-SPLIT-	94.65
Marquette BLP	62890 · Rent, Parking, Utilities	13.25
Nicolet National Bank	-SPLIT-	407.73
Nicolet National Bank	001-004 · nicolet bank checking account	-407.73
Sanders and Czapski Associates	970-300 · Engineering	3,500.00
Sanders and Czapski Associates	970-300 · Engineering	6,530.00
Steward & Sheridan P.L.C.	001-004 · nicolet bank checking account	-2,700.00
Steward & Sheridan P.L.C.	803-000 · Professional Services Fees	1,230.00
Verizon	850-000 · Telephone, Telecommunications	72.90
Total 202-000 · Accounts Payable		9,025.80
TOTAL		9,025.80

Iron Ore Heritage Recreation Authority

Transaction Detail by Account

March 2024

Num	Name	Memo	Amount
001-004 · nicolet bank checking account			
		Deposit	20,747.82
		Deposit	11,007.86
1729	City of Negaunee	RR crossing lighting	-15.00
1730	Steward & Sheridan P.L.C.	tf22.0047 land aquisition	-2,700.00
1731	Clark Properties	March 2024 Rent	-285.00
1732	Loyaltees	IOHT merch	-241.88
	QuickBooks Payroll Service	Created by Payroll Service on 03/11/2024	-1,913.07
		Deposit	18,711.26
13127	Robert J Hendrickson	Direct Deposit	0.00
EFTPS	United States Treasury	26-1571652	-954.16
		Deposit	720.79
	QuickBooks Payroll Service	Created by Payroll Service on 03/22/2024	16,005.39
13128	Robert J Hendrickson	Direct Deposit	-1,913.07
1733	Nicolet National Bank	IOHT Nicolet CC	0.00
			-407.73
Total 001-004 · nicolet bank checking account			58,763.21
TOTAL			58,763.21



337 W. Washington Street
Marquette, MI 49855
906-235-2923 fax 906-228-3642
ironoreheritage.com
ironoreheritage@gmail.com

TRAIL USE PERMIT/RELEASE OF LIABILITY WAIVER

ORGANIZATION NAME: 22 Events LIVE, LLC
CONTACT NAME: Derek Lindstrom
ADDRESS: 2273 Huron St; Marquette, MI 49855
EMAIL: 22eventslive@gmail.com PHONE: 651-336-0177

EVENT INFORMATION

EVENT DATE: July 4th, 2024 EVENT DAY: Thursday July 4th
EVENT TITLE: Yankee Doodle DASH 10 mile-1.5K Run/Walk
SET UP TIME: 6:00 am REGISTRATION TIME: 6:30-7:45 EXPECTED ATTENDANCE 225
START TIME: 8:00 am VACATE TIME: 11:00 am

LOCATION ON HERITAGE TRAIL OF EVENT: PICK CHECK ALL THAT APPLY.

(IF EVENT UTILIZES SOME OF THE PORTION BUT NOT ALL, PLEASE STILL CHECK)

CHOCOLAY KAWBAWGAM ROAD TO WELCOME CENTER

WASHINGTON STREET (ISHPEMING) TO U.S. 41 CROSSING IN HUMBOLDT (NEAR HUMBOLDT MINE)

WELCOME CENTER TO LOWER HARBOR ORE DOCK

HUMBOLDT MINE (US 41 CROSSING) TO REPUBLIC

LOWER HARBOR ORE DOCK TO HOLIDAY INN

HOLIDAY INN TO 492/35, NEG TWP

492/35 TO NEGAUNEE JACKSON MINERS PARK (DOWNTOWN)

JACKSON MINERS PARK TO THIRD STREET (ISHPEMING)

THIRD STREET TO CLIFFS SHAFT MINE MUSEUM

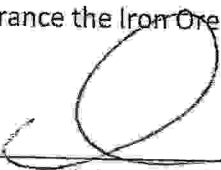
CLIFFS SHAFT MINE MUSEUM TO WASHINGTON STREET (ISHPEMING)

RELEASE OF LIABILITY WAIVER

The Yankee Doodle DASH, hereby agrees to indemnify and hold harmless the Iron Ore Heritage Recreation Authority, its appointed officials, employees, volunteers, representatives, and agents from any liability for damages to any person or property in, or about the Iron Ore Heritage Trail, from any cause whatsoever. All persons or groups using Iron Ore Heritage Trail shall be responsible for the proper supervision, control, and accommodation of persons attending the activity.

The Yankee Doodle DASH agrees to be responsible for the preservation of order and assist Iron Ore Heritage Recreation Authority in orderly trail use.

In addition, a copy of your organization's general liability or special events policy in the amount of \$1,000,000 per occurrence naming the "Iron Ore Heritage Recreation Authority" as additionally insured for this event would have to be submitted at least three weeks prior to the scheduled event. It is understood and agreed by naming the Iron Ore Heritage Recreation Authority as additional insured, coverage afforded is considered to be a primary and any other insurance the Iron Ore Heritage Recreation Authority may have in effect shall be considered secondary and or excess.



Authorized Organization Representative Signature

Iron Ore Heritage Recreation Authority Representative

4-22-2024

Date

Date

In order for the Iron Ore Heritage Recreation Authority to manage events on the trail, Event Permits should be submitted at least 60 days prior to the event.

Contact Iron Ore Heritage Trail at 235-2923 or email ironoreheritage@gmail.com two weeks prior to confirm logistics, trail control, and if bollard keys are needed for removal of bollards prior to the event.

IOHRA also notes that the Iron Ore Heritage Trail does include street and railroad crossings and that event organizers must post personnel at these crossings for the safety of event participants. A safety plan will also be required.

IOHRA also notes that the Iron Ore Heritage Recreation Authority does not own all of the Heritage Trail. Organizers should also contact other municipalities as needed. City of Marquette, City of Negaunee and City of Ishpeming and the State of Michigan are also owners of the trail and should be contacted 60-90 days prior to the event if the event includes these municipalities.

- State has ownership on the Chocolay portion Kawbawgam Road to Welcome Center, West Marquette Grade (approximately from the Soo Line overpass in Marquette near Holiday Inn to the Co Rd 492/M35 intersection in Negaunee Township, the DSSA grade from Ishpeming's Section 16 Pit near Washington Street to Humboldt Mine overlook, and LS&I grade from Humboldt to Republic.)
- City of Marquette has ownership from south boundary near Welcome Center to LS&I overpass. IOHRA has ownership from 493/35 west into Negaunee.
- Negaunee has ownership from Healy Avenue to Ishpeming/Negaunee border.
- Ishpeming has ownership from Ishpeming/Negaunee border through downtown to Greenwood Street crossing.

The event organizer, 22 Events LIVE LLC, is responsible for any site damage, interior and exterior clean up. Iron Ore Heritage Trail does not offer exclusive use during event but will help organizers with public notification of event.

The Iron Ore Heritage Trail does not expect payment from use of trail for the event, but does require the organizer to use our logo on event registrations, tshirts, posters, print ads and any other printed materials where sponsor logos appear. Contact Iron Ore Heritage Trail for digital logo.

**UNANIMOUS WRITTEN CONSENT RESOLUTION OF THE DIRECTORS OF
IRON ORE HERITAGE RECREATION AUTHORITY**

The undersigned, who are all the directors of the **IRON ORE HERITAGE RECREATION AUTHORITY**, a Michigan recreation authority (“the Authority”), adopt the following resolution:

1. The board of directors, having reviewed the proposed purchase of real estate located at Brickyard Road, Marquette, Michigan [legal description attached] (“the Property”), pursuant to an Offer to Purchase dated April 12, 2024, between Joyce L. Britton and Carol L. Schwemin, as Sellers, and the Authority as Purchaser, ratify and approve that sale.
2. The Authority’s Administrator, Robert Hendrickson, is authorized and directed, on behalf of the Authority, to execute and deliver any and all deeds, closing statements, affidavits, and other documents or instruments and to pay all mortgages, commissions, fees, and other sums that the Administrator in his sole discretion and on whatever terms and conditions he deems necessary or appropriate to consummate the purchase and to take any actions that he deems necessary or appropriate in connection with the purchase, including but not limited to all requirements and documents for Michigan Department of Natural Resources MNRTF Project No. TF-22-0047.
3. All actions previously taken by Robert Hendrickson as Administrator of the Authority in accordance with this resolution are ratified, confirmed, and approved in all respects.
4. A copy of this written consent will be placed in the Authority’s minute book.

Dated: April ____, 2024

Don Britton

Dated: April ____, 2024

Glenn Johnson

Dated: April ____, 2024

Al Reynolds

Dated: April ____, 2024

Dawn Hoffman

Dated: April __, 2024

Nick Leach

Dated: April __, 2024

Jon Becker

Dated: April __, 2024

Larry Bussone



Exhibit "A"

Marquette County, Michigan:

Parcel A: The West Half of the Southeast Quarter of the Southeast Quarter of Section 19, Township 48 North, Range 25 West, Marquette Township.

Parcel B: The Southwest Quarter of the Southeast Quarter of Section 19, Township 48 North, Range 25 West, Marquette Township.

Parcel C: The South Half of the Southwest Quarter of Section 19, Township 48 North, Range 25 West, Marquette Township.

Parcel D: The Southeast Quarter of the Southeast Quarter of Section 24, Township 48 North, Range 26 West, Negaunee Township.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a signature by the Company or its Issuing Agent that may be in electronic form.

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RESOLUTION TO SUBMIT 2024 RECREATION PASSPOST GRANT APPLICATION
FOR WINTHROP JUNCTION TRAILHEAD-PARKING LOT

WHEREAS, the Iron Ore Heritage Recreation Authority located in Marquette County, Michigan, supports the submission of an application titled, "Iron Ore Heritage Winthrop Junction Trailhead-Parking Lot" to the Recreation Passport Grant Program for the establishment of a 18 vehicle parking lot with amenities at the location at 46°28'31"N 87°41'11"W; and

WHEREAS, the proposed application is supported by the Iron Ore Heritage Recreation Authority's 5-Year Approved Recreation Plan; and

WHEREAS, the Iron Ore Heritage Recreation Authority has made a financial commitment to the project in the amount of \$40,500 matching funds, in cash; and,

NOW THEREFORE, BE IT RESOLVED that the Iron Ore Heritage Recreation Authority hereby authorizes submission of a Recreation Passport Grant Program Application for \$149,000 and further resolves to make available its financial obligation amount of \$40,500 (27%) of a total \$149,000 project cost, during the 2025 fiscal year.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

Absent votes: _____

STATE OF MICHIGAN

COUNTY OF MARQUETTE

MOTION _____

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Iron Ore Heritage Recreation Authority located in Marquette County, Michigan, at their regular meeting held on April 24, 2024 at ___ p.m. in Marquette with a quorum present.

Signature

Title

Date

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is effectively made this ____ day of April 2024, by Peter J. O'Dovero, Member of Northview Company 2, LLC, of 14 Industrial Park Drive, Negaunee, MI 49866 (hereinafter referred to as "Seller") and Iron Ore Heritage Trail Authority, 337 West Washington, Marquette, MI 49855 (hereinafter referred to as "Buyer").

1. **PURCHASE AND SALE.** The SELLER is the owner of certain real property which the SELLER desires to sell and the BUYER desires to purchase. Said property is located in City of Negaunee, County of Marquette, and State of Michigan, more particularly described as follows:

Real property described as 3.7 Acres more or less located in Sec 32 T48N R26W, City of Negaunee, Marquette County, State of Michigan as more shown in Exhibit "A" to this agreement. A parcel of land located in the Northeast of the Northwest Quarter (NE ¼-NW ¼) of Section Thirty-two (32), in T.48 N., R.26 W in the City of Negaunee, Marquette County, Michigan described as follows: All that part lying Westerly of the presently constructed Caving Ground Fence, and Easterly of the following described line; commencing at the N ¼ Corner of said Section 5; thence Due South 570.0 feet and Due West 797.0 feet to the Point of Beginning; thence N 16°17'56"E 356.32 feet; N28°21'32"E 400.00 + or - feet, (to the intersection of said presently constructed caving ground fence and Point of Ending). Said point is 107 North and 508 feet West more or less from said N ¼ Corner of said Section 5, and contains 3.7 Acres more or less,

2. **Purchase Price.** Buyer warrants that Buyer will have funds before closing to complete the purchase of the Property. Buyer does not need to sell or lease other real property in order to complete the purchase of the Property. The BUYER agrees to purchase from the SELLER the above-described premises in its present condition i.e., "AS IS" and to pay a purchase price of Four Thousand Four Hundred Forty Dollars, (\$4,440.00) for the Property.

3. **Method of Payment.** The Purchase Price of The Property shall be paid by the Buyer at closing.

4. **Closing Costs.**

A. **Items Paid by Buyer at Closing.** At closing, Buyer shall pay the following:

1. Recording fee of the Deed
2. Preparation of the Deed

B. **Items Paid by Seller at Closing.** At closing, Seller shall pay the following:

1. City, County and State property transfer tax;
2. Owner's policy of title insurance

C. **Prorated Amounts:** Buyer and Seller agree to prorate the real estate taxes for the calendar year in which the sale is closed, as of the date of closing.

In addition to the closing deliveries referenced above, Marquette County Title Company shall prepare, execute and deliver the property transfer document and initial drafts of a closing statement summarizing the financial settlement of the transaction, for review prior to closing. The parties shall join in executing and delivering the foregoing documents and such other documentation as usual and customary in closing real estate transactions in Marquette County, State of Michigan.

5. **Title Insurance.** Upon execution of this Agreement by all parties. Seller will order a title insurance commitment for the Premises from Marquette County Title Company. A copy will be delivered to Seller and Buyer. At the closing of the transaction, Seller shall pay the cost of the title premium.

6. **Title Objections.** If, within fourteen (14) days of the date of the receipt of the title commitment by Buyer, written objection to the title is made, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's objections or (2) to terminate this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the Agreement shall terminate unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

7. Date of Closing and Transfer of Possession.

- A. Date of Closing:** Closing of the transaction shall be in the offices of Marquette County Title Company no later than April 28, 2024.
- B. Possession:** Buyer to take possession of Property at the closing.

8. Title.

- A. Warranty:** Seller warrants that, at the time of closing, Seller will convey good and marketable title to said Property by quit claim deed subject only to:
- (1) Zoning;
 - (2) Easements of record as of the Effective Date
 - (3) Railroad Rights of Way and Highway Rights of Way
 - (4) Oil, gas, mineral, mining and their developmental rights
 - (5) Obligations and requirements relating to the environmental and other conditions of record as of the Effective Date

9. Acceptance of Property Condition.

- A. Condition:** Buyer accepts the Property in its current state and condition without any further work, repairs, treatments or improvements.
- B. Seller's Disclosures:** Except as otherwise disclosed in this Agreement, Seller has no knowledge of the following:
- (1) any pending or threatened litigation, condemnation, or special assessment affecting the Property.

10. Other Provisions.

- A. Binding Effect, Entire Agreement, Modification, and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, modified or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- B. Survival of Agreement:** (1) any warranty of title; and (2) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- C. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of the State of Michigan. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another.
- D. Time of Essence:** Time is of the essence of this Agreement.
- E. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- F. Effective Date:** The Effective Date in this Agreement shall be the date when the party signing the agreement last and delivers fully executed copy to other party.
- G. Nonforeign Status:** Seller confirms to Buyer that this transaction is a nonforeign transaction in compliance with Section 1445 of the Internal Revenue Code.

11. Land Division Act. Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- A.** The Seller shall grant to the Buyer the right to make -0- ZERO allowable divisions under MCLA 560.108; MSA 26.430 (108) of the Land Division Act; being MCLA 560.101 et seq.; MSA 26.430 (101) et seq. to the above-described property.
- B.** This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

Acceptance: Signed in acceptance:

Authorized Signer Iron Ore Heritage Trail Authority Date

Printed Name and Title of Signer

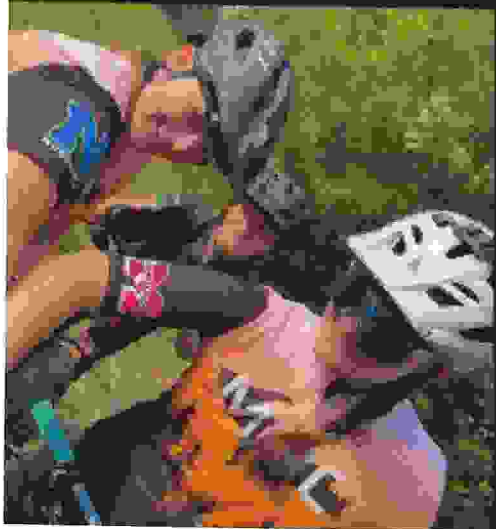
Northview Company 2, LLC Date

By: Peter J. O'Dovero
Its: Member

Initials PO
Seller/Buyer

Home of the 2023

NICA Wisconsin State Champion Mountain Bike Team!





102 W. Washington Street #232
Marquette, MI 49855
906-235-2923

IRON ORE HERITAGE RECREATION AUTHORITY
BALLOT LANGUAGE FOR AUGUST 2024 REPUBLIC TOWNSHIP MILLAGE
RESOLUTION OF ADOPTION
BY THE BOARD OF THE IRON ORE HERITAGE RECREATION AUTHORITY

WHEREAS, the Iron Ore Heritage Recreation Authority is committed to funding, constructing, managing and maintaining the Iron Ore Heritage Trail, a 47-mile, year-round, multi-use recreational and interpretive corridor through Marquette County encompassing ten municipalities, and

WHEREAS, the Iron Ore Heritage Recreation Authority is committed to working with partners to protect and preserve the associated cultural, recreational, and historical features along the trail system, and

WHEREAS, the Iron Ore Heritage Recreation Authority has developed language for a millage renewal proposal for the November 2024 election for continued funding of the construction, management, interpretation, and maintenance of the Iron Ore Heritage Trail at .2 mills for six years 2025-2030 inclusive, and

WHEREAS, the Iron Ore Heritage Recreation Authority voted to adopt the ballot renewal language for the Township of Republic, and

WHEREAS, the ballot initiative will raise approximately \$15,500 in Republic Township in its first year.

NOW, THEREFORE BE IT RESOLVED the Iron Ore Heritage Recreation Authority hereby adopts the ballot language for the millage renewal proposal for the November 2024 ballot for Republic Township to rejoin the Iron Ore Heritage Recreation Authority.

(Yeas: Nays: Absent:)

I, Glenn Johnson, Vice Chair/Secretary, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the Iron Ore Heritage Recreation Authority at a Meeting thereof held on the 24th day of April 2024.

Don Britton
Chair

**IRON ORE HERITAGE RECREATION AUTHORITY
MILLAGE REQUEST**

IRON ORE HERITAGE RECREATION AUTHORITY millage for the Township of Republic will levy 0.2 mill (\$0.2 per \$1,000 of assessed taxable value) to provide funds for the Iron Ore Heritage Recreation Authority (IOHRA) to enable it to continue to build, manage, and maintain the 47-mile, multi-use, year round, interpretive Iron Ore Heritage Trail, on the taxable value of all property assessed for taxes in the Township for six (6) years, 2025 to 2030 (inclusive). Republic Township's share will be approximately \$15,500 in the first year.

YES _____

NO _____



102 W. Washington Street, #232
Marquette, MI 49855
(906) 235-2923
ironoreheritage@gmail.com

4/24/24

Dear USPS Negaunee,

This letter is to confirm that Bob Hendrickson has been given the authorization to open a USPS Post Office Box at the Negaunee location for the purpose to have mail delivered for the Iron Ore Heritage Recreation Authority.

Other users of the post office box will include the chairperson and vice chairperson, at time currently being served by Don Britton and Glenn Johnson.

Sincerely,

Don Britton, chair
Iron Ore Heritage Recreation Authority
102 W. Washington St, #232
Marquette, MI 49855
906.235.2923
ironoreheritage@gmail.com