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**IRON ORE HERITAGE RECREATION AUTHORITY
BOARD MEETING
WEDNESDAY, JANUARY 19, 2021, 4:30 PM
ISHPEMING SENIOR CENTER**

DRAFT AGENDA

- I. ROLL CALL
- II. PUBLIC COMMENT (Agenda Items – Limit to three minutes)
- III. APPROVAL OF CONSENT AGENDA
 - A. December Minutes
 - B. December Financials
 - C. January Bills to be Paid
- IV. APPROVAL OF AGENDA
- V. OLD BUSINESS
 - A. Michigan Grant Updates
 - 1. 2021 Trust Fund Negaunee Boardwalk
 - 2. 2022 MNRTF Development Grant for Lakenenland
 - 3. 2022 MNRTF Acquisition Grant,
 - 1. Appraisal cost of \$3500
 - 2. U.P. Land Conservancy Conversation
 - 4. MDARD Grant for Lakenenland
 - B. Millage Renewal Resolution for millage language of .1970 mills
 - C. Negaunee/IOHRA Land Lease Agreement Resolution
 - D. Negaunee Township Trailhead Project
- VI. NEW BUSINESS
 - A. 2022 Maintenance Projects
 - 1. Asphalt Repair
 - 2. ORV Grading/Bike Path mix in Tilden
 - 3. Perkins Property Trailhead, Ishpeming (not budgeted)
 - B. Marquette Lions Club Letter of Support
- VII. ADMINISTRATOR REPORT
- VIII. BOARD COMMENT
- IX. PUBLIC COMMENT
- X. ADJOURNMENT

*NEXT MEETING DATE: February 23, 2022, U.P. State Bank, Washington Street,
Marquette and Zoom*

Iron Ore Heritage Recreation Authority
 Balance Sheet
 As of December 31, 2021

10:19 AM
 01/13/2022
 Accrual Basis
Dec 31, 21

ASSETS

Current Assets

Checking/Savings

001-006 · Embers Savings	154,877.85
001-005 · nicolet promontory acct	409,815.25
001-004 · nicolet bank checking account	40,995.00

Total Checking/Savings 605,688.10

Accounts Receivable

018-012 · Taxes Receivables - unassigned -280.29

018-000 · Taxes Receivable

018-001 · Taxes Receivable - Tilden 5,420.41

018-002 · Taxes Receivable - Ishpeming 21,892.08

018-003 · Taxes Receivable - Negaunee 20,930.45

018-004 · Taxes Receivable - NEG TWP 34,698.18

018-005 · Taxes Receivable - MQT TWP 51,866.93

018-006 · Taxes Receivable - Marquette -2,471.65

018-007 · Taxes Receivable - Chocolay 43,627.28

018-011 · Taxes Receivable - Rep Twp 11,506.94

Total 018-000 · Taxes Receivable 187,470.62

Total Accounts Receivable 187,190.33

Other Current Assets

018-013 · Taxes Receivable - unassigned 30,973.52

Total Other Current Assets 30,973.52

Total Current Assets 823,851.95

TOTAL ASSETS

823,851.95

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202-000 · Accounts Payable -300.10

Total Accounts Payable -300.10

Other Current Liabilities

204-000 · Accrued Wages 6,405.18

203-000 · Unearned revenue 349,323.53

	<u>Dec 31, 21</u>
200-258 · Federal Taxes	1,501.56
200-259 · State Taxes	773.79
Total Other Current Liabilities	<u>358,004.06</u>
Total Current Liabilities	<u>357,703.96</u>
Total Liabilities	<u>357,703.96</u>
Equity	
395-000 · Unrestricted Net Assets	399,160.24
Net Income	66,987.75
Total Equity	<u>466,147.99</u>
TOTAL LIABILITIES & EQUITY	<u><u>823,851.95</u></u>

Iron Ore Heritage Recreation Authority
Profit & Loss
January through December 2021

10:16 AM
01/13/2022
Accrual Basis
TOTAL

Ordinary Income/Expense
Income

General Revenue

674-002 · Individual Contributions	146.62	1,078.66
674-001 · Corporate Contributions	0.00	300.00
401-000 · Taxes		
441 · IOCAL cOMMUNITY sTABILIZA	0.00	687.77
401-000 · Taxes - Other	-249.57	326,880.71
Total 401-000 · Taxes	<u>-249.57</u>	<u>327,568.48</u>
664-000 · Interest	48.08	1,539.42
Total General Revenue	<u>-54.87</u>	<u>330,486.56</u>

Program Revenue

Unrestricted

642-000 · Promo Sales	0.00	15.14
Total Unrestricted	<u>0.00</u>	<u>15.14</u>

Restricted

674-004 · benches	0.00	2,325.00
538-000 · ORV State Grant	4,051.36	30,355.85
674-003 · Mile Marker	0.00	1,200.00
539-000 · State Grants	0.00	163,600.00
Total Restricted	<u>4,051.36</u>	<u>197,480.85</u>

Total Program Revenue

	<u>4,051.36</u>	<u>197,495.99</u>
Total Income	<u>3,996.49</u>	<u>527,982.55</u>

Gross Profit

Expense

62800 · Facilities and Equipment

62890 · Rent, Parking, Utilities	319.95	3,924.31
Total 62800 · Facilities and Equipment	<u>319.95</u>	<u>3,924.31</u>

701-000 · Payroll

701-001 · Salaries and Wages	6,069.00	72,709.00
701-002 · Payroll taxes	464.28	5,663.24
Total 701-000 · Payroll	<u>6,533.28</u>	<u>78,372.24</u>

727-000 · Office Supplies

48.50 794.55

740-000 · Merchandise expense

0.00 149.80

800-000 · Operations

800-001 · Books, Subscriptions, Refer	52.99	611.99
800-002 · Postage, Mailing Service	0.00	118.95
800-004 · Volunteer Recognition	0.00	112.73

	<u>Dec 21</u>	<u>TOTAL</u>
800-000 · Operations - Other	0.00	-0.10
Total 800-000 · Operations	52.99	843.57
800-955 · Insurance - Liability, D and O	0.00	1,155.00
800-956 · Insurance - Workers' Comp	332.00	375.00
802-000 · Accounting Contract Services	0.00	5,625.00
803-000 · Professional Services Fees	1,200.00	2,598.50
850-000 · Telephone, Telecommunicatio	106.28	1,397.26
860-000 · Travel and Meetings	0.00	918.65
870-000 · Board Meeting Expenses	50.89	454.79
880-000 · Marketing		
880-005 · Print advertising	0.00	224.70
881-000 · Public Relations	0.00	269.04
Total 880-000 · Marketing	0.00	493.74
900-000 · Printing and Publishing	1,015.90	2,430.48
940-000 · Lease, Appraisal Expenses	0.00	73.00
970-000 · Capital Outlay		
970-100 · Signage		
970-105 · trail safety signage	0.00	1,085.55
970-102 · Acknowledgement signs	0.00	306.18
970-103 · Interpretive signs	3,634.00	11,852.71
970-104 · Trail mile marker expense	0.00	6,500.35
Total 970-100 · Signage	3,634.00	19,744.79
970-200 · Trail Expense		
900-212 · Benches	0.00	2,340.05
970-210 · Carp River Kiln	0.00	17.58
970-209 · Weather Shelters	0.00	213,461.00
970-204 · ORV Trail Work	0.00	35,598.14
970-202 · Trail Supplies	99.49	2,007.95
970-203 · Trail Maintenance	7,535.00	75,055.38
970-206 · Grooming Expenses	0.00	770.00
Total 970-200 · Trail Expense	7,634.49	329,250.10
970-300 · Engineering	1,653.99	12,275.49
Total 970-000 · Capital Outlay	12,922.48	361,270.38
990-000 · Debt Service		
990-002 · Bank Fees	0.00	118.53
Total 990-000 · Debt Service	0.00	118.53
Total Expense	22,582.27	460,994.80
Net Ordinary Income	-18,585.78	66,987.75
Net Income	-18,585.78	66,987.75

Iron Ore Heritage Recreation Authority
 Profit & Loss Budget vs. Actual
 January through December 2021

Q4 2021

	<u>Oct - Dec 21</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	383.61	236.99	161.87%
674-001 · Corporate Contributions	0.00	0.00	0.0%
401-000 · Taxes			
441 · IOCAL cOMMUNITY sTABILIZ	687.77	687.77	100.0%
401-000 · Taxes - Other	-311.17	-61.60	505.15%
Total 401-000 · Taxes	<u>376.60</u>	<u>626.17</u>	<u>60.14%</u>
664-000 · Interest	125.03	93.37	133.91%
Total General Revenue	<u>885.24</u>	<u>956.53</u>	<u>92.55%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	0.00	0.00	0.0%
Total Unrestricted	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Restricted			
674-004 · benches	0.00	0.00	0.0%
538-000 · ORV State Grant	10,213.35	15,212.99	67.14%
674-003 · Mile Marker	0.00	0.00	0.0%
539-000 · State Grants	40,668.76	40,668.76	100.0%
540-000 · Corporate & Nonprofit G	0.00	0.00	0.0%
Total Restricted	<u>50,882.11</u>	<u>55,881.75</u>	<u>91.05%</u>
Total Program Revenue	<u>50,882.11</u>	<u>55,881.75</u>	<u>91.05%</u>
Total Income	<u>51,767.35</u>	<u>56,838.28</u>	<u>91.08%</u>
Gross Profit	<u>51,767.35</u>	<u>56,838.28</u>	<u>91.08%</u>
Expense			
62800 · Facilities and Equipment			
62890 · Rent, Parking, Utilities	958.12	957.17	100.1%
Total 62800 · Facilities and Equipme	<u>958.12</u>	<u>957.17</u>	<u>100.1%</u>
701-000 · Payroll			
701-001 · Salaries and Wages	18,207.00	18,207.00	100.0%
701-002 · Payroll taxes	1,392.84	1,393.56	99.95%

	<u>Oct - Dec 21</u>	<u>Budget</u>	<u>% of Budget</u>
Total 701-000 · Payroll	19,599.84	19,600.56	100.0%
727-000 · Office Supplies	308.73	360.23	85.7%
740-000 · Merchandise expense	0.00	0.00	0.0%
800-000 · Operations			
800-001 · Books, Subscriptions, Re	52.99	53.00	99.98%
800-002 · Postage, Mailing Service	0.00	0.00	0.0%
800-004 · Volunteer Recognition	0.00	100.00	0.0%
800-000 · Operations - Other	0.00	0.00	0.0%
Total 800-000 · Operations	<u>52.99</u>	<u>153.00</u>	<u>34.63%</u>
800-955 · Insurance - Liability, D and	0.00	0.00	0.0%
800-956 · Insurance - Workers' Comp	332.00	440.00	75.46%
802-000 · Accounting Contract Serv	100.00	100.00	100.0%
803-000 · Professional Services Fees	1,200.00	0.00	100.0%
850-000 · Telephone, Telecommunica	318.84	319.56	99.78%
860-000 · Travel and Meetings	368.82	468.82	78.67%
870-000 · Board Meeting Expenses	152.67	150.89	101.18%
880-000 · Marketing			
880-005 · Print advertising	0.00	0.00	0.0%
881-000 · Public Relations	104.04	104.04	100.0%
Total 880-000 · Marketing	<u>104.04</u>	<u>104.04</u>	<u>100.0%</u>
900-000 · Printing and Publishing	1,330.48	314.58	422.94%
940-000 · Lease, Appraisal Expenses	0.00	0.00	0.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-105 · trail safety signage	1,085.55	1,085.55	100.0%
970-102 · Acknowledgement signs	0.00	0.00	0.0%
970-103 · Interpretive signs	4,333.03	4,699.03	92.21%
970-104 · Trail mile marker expens	2,916.35	2,916.35	100.0%
Total 970-100 · Signage	<u>8,334.93</u>	<u>8,700.93</u>	<u>95.79%</u>
970-200 · Trail Expense			
900-212 · Benches	0.00	0.00	0.0%
970-211 · Negaunee Township Trai	0.00	5,000.00	0.0%
970-210 · Carp River Kiln	0.00	0.00	0.0%
970-209 · Weather Shelters	0.00	0.00	0.0%
970-204 · ORV Trail Work	6,842.95	6,842.95	100.0%

	<u>Oct - Dec 21</u>	<u>Budget</u>	<u>% of Budget</u>
970-202 · Trail Supplies	831.02	731.53	113.6%
970-203 · Trail Maintenance	10,447.47	12,912.47	80.91%
970-206 · Grooming Expenses	0.00	0.00	0.0%
Total 970-200 · Trail Expense	<u>18,121.44</u>	<u>25,486.95</u>	<u>71.1%</u>
970-300 · Engineering	1,653.99	2,500.00	66.16%
Total 970-000 · Capital Outlay	<u>28,110.36</u>	<u>36,687.88</u>	<u>76.62%</u>
990-000 · Debt Service			
990-002 · Bank Fees	0.00	0.00	0.0%
Total 990-000 · Debt Service	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Total Expense	<u>52,936.89</u>	<u>59,656.73</u>	<u>88.74%</u>
Net Ordinary Income	<u>-1,169.54</u>	<u>-2,818.45</u>	<u>41.5%</u>
Net Income	<u>-1,169.54</u>	<u>-2,818.45</u>	<u>41.5%</u>

**Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual
January through December 2021**

**10:20 AM
01/13/2022
Accrual Basis**

	TOTAL		
	Jan - Dec 21	Budget	% of Budget
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	1,078.66	932.04	115.73%
674-001 · Corporate Contributions	300.00	450.00	66.67%
401-000 · Taxes			
441 · IOCAL cOMMUNITY sTABILI	687.77	687.77	100.0%
401-000 · Taxes - Other	326,880.71	327,130.28	99.92%
Total 401-000 · Taxes	<u>327,568.48</u>	<u>327,818.05</u>	<u>99.92%</u>
664-000 · Interest	1,539.42	1,507.76	102.1%
Total General Revenue	<u>330,486.56</u>	<u>330,707.85</u>	<u>99.93%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	15.14	15.14	100.0%
Total Unrestricted	<u>15.14</u>	<u>15.14</u>	<u>100.0%</u>
Restricted			
674-004 · benches	2,325.00	2,325.00	100.0%
538-000 · ORV State Grant	30,355.85	35,355.49	85.86%
674-003 · Mile Marker	1,200.00	1,200.00	100.0%
539-000 · State Grants	163,600.00	163,600.00	100.0%
540-000 · Corporate & Nonprofit G	0.00	25.00	0.0%
Total Restricted	<u>197,480.85</u>	<u>202,505.49</u>	<u>97.52%</u>
Total Program Revenue	<u>197,495.99</u>	<u>202,520.63</u>	<u>97.52%</u>
Total Income	<u>527,982.55</u>	<u>533,228.48</u>	<u>99.02%</u>
Gross Profit	<u>527,982.55</u>	<u>533,228.48</u>	<u>99.02%</u>
Expense			
62800 · Facilities and Equipment			
62890 · Rent, Parking, Utilities	3,924.31	3,923.36	100.02%
Total 62800 · Facilities and Equipme	<u>3,924.31</u>	<u>3,923.36</u>	<u>100.02%</u>
701-000 · Payroll			
701-001 · Salaries and Wages	72,709.00	72,709.00	100.0%
701-002 · Payroll taxes	5,663.24	5,663.45	100.0%

	TOTAL		
	<u>Jan - Dec 21</u>	<u>Budget</u>	<u>% of Budget</u>
Total 701-000 · Payroll	78,372.24	78,372.45	100.0%
727-000 · Office Supplies	794.55	846.05	93.91%
740-000 · Merchandise expense	149.80	0.00	100.0%
800-000 · Operations			
800-001 · Books, Subscriptions, Re	611.99	612.00	100.0%
800-002 · Postage, Mailing Service	118.95	118.95	100.0%
800-004 · Volunteer Recognition	112.73	212.73	52.99%
800-000 · Operations - Other	-0.10	0.00	100.0%
Total 800-000 · Operations	<u>843.57</u>	<u>943.68</u>	<u>89.39%</u>
800-955 · Insurance - Liability, D anc	1,155.00	1,155.00	100.0%
800-956 · Insurance - Workers' Com 	375.00	479.00	78.29%
802-000 · Accounting Contract Servi	5,625.00	5,625.00	100.0%
803-000 · Professional Services Fee	2,598.50	1,398.50	185.81%
850-000 · Telephone, Telecommunic	1,397.26	1,397.98	99.95%
860-000 · Travel and Meetings	918.65	1,018.65	90.18%
870-000 · Board Meeting Expenses	454.79	488.01	93.19%
880-000 · Marketing			
880-005 · Print advertising	224.70	224.70	100.0%
881-000 · Public Relations	269.04	269.04	100.0%
Total 880-000 · Marketing	<u>493.74</u>	<u>493.74</u>	<u>100.0%</u>
900-000 · Printing and Publishing	2,430.48	1,414.58	171.82%
940-000 · Lease, Appraisal Expense	73.00	73.00	100.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-105 · trail safety signage	1,085.55	1,085.55	100.0%
970-102 · Acknowledgement signs	306.18	306.18	100.0%
970-103 · Interpretive signs	11,852.71	12,218.71	97.01%
970-104 · Trail mile marker expend	6,500.35	6,500.35	100.0%
Total 970-100 · Signage	<u>19,744.79</u>	<u>20,110.79</u>	<u>98.18%</u>
970-200 · Trail Expense			
900-212 · Benches	2,340.05	2,340.05	100.0%
970-211 · Negaunee Township Tra	0.00	5,000.00	0.0%
970-210 · Carp River Kiln	17.58	17.58	100.0%
970-209 · Weather Shelters	213,461.00	213,461.00	100.0%
970-204 · ORV Trail Work	35,598.14	35,598.14	100.0%

	TOTAL		
	Jan - Dec 21	Budget	% of Budget
970-202 · Trail Supplies	2,007.95	1,908.44	105.21%
970-203 · Trail Maintenance	75,055.38	77,520.38	96.82%
970-206 · Grooming Expenses	770.00	770.00	100.0%
Total 970-200 · Trail Expense	329,250.10	336,615.59	97.81%
970-300 · Engineering	12,275.49	13,121.50	93.55%
Total 970-000 · Capital Outlay	361,270.38	369,847.88	97.68%
990-000 · Debt Service			
990-002 · Bank Fees	118.53	118.53	100.0%
Total 990-000 · Debt Service	118.53	118.53	100.0%
Total Expense	460,994.80	467,595.41	98.59%
Net Ordinary Income	66,987.75	65,633.07	102.06%
Net Income	66,987.75	65,633.07	102.06%

Iron Ore Heritage Recreation Authority

General Ledger

As of December 22, 2021

	Name	Split	Amount
001-006 · Embers Savings			
Deposit	Embers	664-000 · Interest	12.73
001-005 · nicolet promontory acct			
Deposit	Nicolet Bank	664-000 · Interest	34.85
001-004 · nicolet bank checking account			
Deposit	State of MI	538-000 ORV Grant reimbursement	4,051.36
1369	Carol L Fulsher	701-001 Salary	-4,773.79
Deposit	City of Marquette	401-000 property tax payment	198.19
Deposit	Laurie Petrie	674-002 · Individual Contributions	96.62
1371	Cattron's Lumber	970-203 trail maintenance	-8.35
1372	City of Negaunee	970-202 trail supplies	-15.00
1373	Clark Properties	628-900 rent	-270.00
1374	Lake Superior Press	900-000 printing (maps)	-1,015.90
1375	marquette inn and suites	8780-000 board meeting expense	-35.00
1377	Michigan Insurance Company	800-956 workers comp	-332.00
1379	Steward & Sheridan P.L.C.	803-000 professional service fee (attorney)	-1,200.00
1380	Visa	various	-162.63
Deposit	City of Marquette	401-000 property tax payment	233.98
EFTPS	United States Treasury	701-002 Federal payroll tax	-1,501.56
1370	Verizon	850-000 telephone	-76.03
1376	Joe Labrecque	970-203 trail maintenance	-7,535.00
1378	mARQUETTE BLP	970-202 supplies; 628-900 utilities	-111.09
1381	Marquette County Treasurer	401-000 property tax reimbursement	-249.57
1382	Sanders and Czapski Associates	970-300 engineering	-1,653.99
1383	Signs Now	970-103 interpretive panels	-3,634.00
Deposit	tilden Township	401-000 property tax payment	1,235.59
Deposit	Negaunee township	401-000 property tax payment	5,332.89

Iron Ore Heritage Recreation Authority
Bills to be Paid
January 2022

Name	Account	Paid Amt
City of Negaunee	970-202 · Trail Supplies	-15.00
Clark Properties	62890 · Rent, Parking, Utilities	-270.00
mARQUETTE BLP	62890 · Rent, Parking, Utilities	-52.37
mARQUETTE BLP	970-202 · Trail Supplies	-62.43
Marquette County Treasurer	401-000 · Taxes	-10.68
Oberstar	970-211 · Neg Twp Trailhead	-19,800.00
Visa	See Below	-62.06
State of Michigan	701-002 State payroll tax	-773.79
United States Treasury	701-002 Federal payroll tax	-1,501.56
Carol L Fulsher	701-001 Salary	-4,782.79
Steward & Sheridan	803-000 Professional Fees	-1,920.00
TOTAL		-35,597.09
Visa: Walgreens	727-000 · Office Supplies	-13.77
NMU EAN	850-000 · Telephone, Telecommur	-30.25
Zoom	870-000 · Board Meeting Expenses	-15.89
CC Finance Charge	990-002 · Bank Fees	-2.15
		-62.06

SANDERS & CZAPSKI ASSOCIATES, PLLC

ARCHITECTURE / LANDSCAPE ARCHITECTURE / HISTORIC PRESERVATION

January 11, 2022

Carol Fulsher – Administrator
Iron Ore Heritage Recreation Authority
102 West Washington Street; Suite 232
Marquette, MI 49855

Re: Professional Services Proposal / IOHT Marshlands Boardwalk TF21-0052

Dear Carol,

Congratulations on the award of a Natural Resources Trust Fund Grant for the development of the Marshlands Boardwalk near milepost 26/22. Sanders & Czapski Associates very much appreciates the opportunity to submit this agreement for professional services and look forward to helping to bring your project to fruition. Our services for this project include all necessary design and construction administration services necessary to complete the work in compliance with the grant agency and the Michigan Natural Resources Trust Fund program requirements.

Preliminary Design: The schematic plan that was the basis of the grant application will be the starting point for the project. We will further refine the route for the boardwalk and will field stake the location for your review and will modify same as directed. We propose to do this initial layout during the winter months and begin the survey work where winter conditions make the work across the marsh easier to accomplish. The remaining survey work will be conducted in the spring following snowmelt.

Design Development: This phase will further refine the overall design direction for the project and will establish the final scope of the work, the estimated cost and the schedule for bidding and construction. Once these documents are approved by you, we will prepare final construction drawings.

Construction Drawings / Bidding: Final construction plans and specifications will be prepared covering all aspects of the work. These documents will include the final submittal to the grant agency for approval, including a revised and updated cost estimate and an updated schedule. The documents will also be submitted to the MiWaters portal for a wetlands permit. Where necessary, we will also submit the plans and specifications to the Marquette County Building Department for review. Once the Grant Agency issues their approval of the plans and specifications we will issue them for bidding for all contracted work items. We will preside over an on-site pre-bid meeting that will be necessary to educate the bidders of the conditions of the site and permits that they will work under. We will receive bids on your behalf and make a recommendation for award and process associated grant submittals.

Construction Administration: Once construction has begun, we will make regular visits to the site and verify that the work is being done in accord with the contract documents. Once the work is complete, we will prepare a final 'punch list' of issues that require the contractor's attention as well as perform a final inspection to ensure that all of the work is complete in accordance with the plans, specifications and grant agency requirements. A final photo record of the completed project and an as-built plan will be provided for inclusion in your final reimbursement submittal.

109 South Front Street / Suite 210 / Marquette, MI 49855
Phone: 906 - 273 - 1207

We propose to conduct all of the design and coordination work as described above within the requirements of the Michigan Natural Resources Trust Fund on a timeline that will allow the work to begin in the 2022 construction season.

Our fee for the services indicated above is proposed as a lump sum of \$33,200.00 including the topographic survey. Expenses will be billed in addition to our fee for services and primarily include bid document reproduction, postage, mileage and permit fees.

Should our proposal meet with your approval, please sign below and return a copy to our office. If you have any questions regarding our proposal please do not hesitate to call. I can be reached anytime at 906-458-2209 or at Bill@Sanders-Czapski.com.

Respectfully submitted,



Bill Sanders, ASLA
Landscape Architect / Principal
January 11, 2022

Approved by:

Date:



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

IRON ORE HERITAGE RECREATION AUTHORITY
BALLOT LANGUAGE FOR AUGUST 2022
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 August 2022 election for continued funding of the construction, management, interpretation and maintenance of the Iron Ore Heritage Trail at .1970 mills due to Headlee Amendment, and

WHEREAS, the Iron Ore Heritage Recreation Authority voted to adopt the ballot renewal language for each individual municipality, and

WHEREAS, the ballot initiative will raise approximately \$7000 in Tilden Township, \$23,000 in City of Ishpeming, \$22,000 in City of Negaunee, \$46,000 in Negaunee Township, \$54,000 in Marquette Township, \$123,000 in City of Marquette, and \$45,000 in Chocolay Township for an approximate total in the first year of \$320,000.

NOW, THEREFORE BE IT RESOLVED the Iron Ore Heritage Recreation Authority hereby adopts the ballot language for the millage renewal proposal for the August of 2022 ballot for members of the Iron Ore Heritage Recreation Authority including the townships of Tilden, Negaunee, Marquette, and Chocolay and the Cities of Ishpeming, Negaunee and Marquette.

(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 _____ 19th day of _____ January 2022 _____.

Glenn Johnson
Vice Chair/Secretary



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

RESOLUTION TO SIGN THE LAND LEASE BETWEEN THE IRON ORE
HERITAGE RECREATION AUTHORITY (LESSOR) AND CITY OF NEGAUNEE
(LESSEE) FOR CITY OF NEGAUNEE TO OPERATE A TRAILHEAD AND
CAMPGROUND

Whereas, the Iron Ore Heritage Recreation Authority, a Michigan Recreation Authority, formed to build, manage, and maintain the year round, multi-use, interpretive Iron Ore Heritage Trail through Marquette County,

And Whereas, the Iron Ore Heritage Recreation Authority owns land within the City of Negaunee that was deeded to it by the State of Michigan for public recreation,

And Whereas, the excess lands that do not interfere with the built trail can be developed by the City of Negaunee to complement the Iron Ore Heritage Trail,

And Whereas, the Iron Ore Heritage Recreation Authority would lease approximately 19 acres of land within the City of Negaunee to the City of Negaunee for the express use of a trailhead and a campground;

Now, therefore, be it resolved that the Iron Ore Heritage Recreation Authority does hereby approve the signing of the Land Lease between the Iron Ore Heritage Recreation Authority and City of Negaunee and the terms and condition within the Land Lease.

Further resolved, that the President or Secretary are hereby authorized and directed to sign the Land Lease on behalf of the Authority.

(Yeas: Nays: Absent:)

I, _____, Secretary of the Iron Ore Heritage Recreation Authority, 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 _____ day of _____.

Glen Johnson
Vice Chair/Secretary

LAND LEASE/GROUND LEASE

This Lease is entered into on _____ 2022, between **IRON ORE HERITAGE RECREATION AUTHORITY**, a Michigan recreational authority, of 102 W. Washington Street, Ste 232, Marquette, MI 49855 (IOHRA), and the **CITY OF NEGAUNEE**, a Michigan municipal corporation, of 319 Case Street, Negaunee, MI 49866 (Negaunee) on the terms and conditions set forth below.

1. **Premises.** IOHRA leases to Negaunee and Negaunee leases from IOHRA real property located in the City of Negaunee, Marquette County, Michigan, as shown on the attached **Exhibit A** (the Premises). The parties agree that **Exhibit A** shows the rough boundaries of the land to be leased – a more complete survey has been commissioned and when accepted by both parties shall constitute the legal description of the Premises. The Premises consists of two parcels, called the Trailhead Parcel and the Campground Parcel.
2. **Term.** This Lease shall be for an initial term of 99 years commencing with the signing of the Lease. Negaunee shall have the right to renew the term of this Lease for succeeding periods of 99 years (unless IOHRA provides written notice to Negaunee within 180 days of the expiration date of IOHRA's intent to not allow a renewal) by giving IOHRA notice of Negaunee's intent to renew the Lease at least 1 calendar year before the expiration of the then current term. Each renewal shall be on the same terms and conditions as in this Lease.
3. **Rent.** Negaunee shall pay IOHRA 10% of Negaunee's net profits from the operation of the Campground Parcel. Negaunee shall provide a profit and loss statement for the operation of the Campground Parcel for preceding fiscal year to IOHRA within thirty (30) days of adoption of the City of Negaunee's fiscal year annual audit, which is required by Michigan State to be completed annually. The IOHRA shall have the right to review, or to have reviewed by an accountant of its choice, each such annual statement. IOHRA shall invoice Negaunee for the 10% rent charge each year within 30 days of receiving an annual statement, and Negaunee shall pay the same to IOHRA within 30 days of receipt of said invoice.
4. **Use.** The Premises may be used for a public Campground and a public Trailhead and for no other use or purpose. The intended use is for public outdoor recreational purposes. The improvements to be constructed for Negaunee's use are to be approved in advance by the IOHRA. No uses shall be permitted that will violate any law, municipal ordinance, or regulation. No commercial use of any kind, including but not limited to, a store or the sale of fuel or gasoline, shall be allowed on the Premises.

5. **Operation of the Premises by Negaunee and Access to Premises.** Negaunee shall be responsible for enforcement of all state laws, state land rules and local ordinances on the Premises. Negaunee shall maintain standards of cleanliness that reflect favorable public opinion on the IOHRA and Negaunee. Negaunee shall maintain all trail signage on the Premises, including identifying the two parcels as part of the Iron Ore Heritage Trail. Negaunee's use of the parcel shall not prevent the IOHRA, its agents, invitees, or representatives, or the public, reasonable access to cross the Premises to access adjoining lands.
6. **Covenant of quiet enjoyment.** As long as Negaunee is not in default under this Lease, Negaunee shall be entitled to quiet possession of the Premises during the term of this Lease.
7. **Taxes.** It is not anticipated that any real property taxes will be assessed against the Premises; however, if that should turn out to be the case, Negaunee shall pay all real estate taxes and special assessments levied against the Premises.
8. **Hold Harmless.** Negaunee shall hold harmless and indemnify IOHRA from all claims whatsoever arising out the Negaunee's possession, construction or operation the Premises, including actual attorney fees incurred by IOHRA.
9. **Casualty insurance.** During the term of this Lease, Negaunee shall procure fire and extended coverage insurance insuring the Premises, including all leasehold improvements and signage, for their full replacement value. The insurance policy shall show IOHRA and Negaunee as named insureds. The insurance policy shall carry an endorsement requiring that IOHRA shall be given 10 days' written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to IOHRA. The following shall be named as additional insureds: The Members of the IOHRA, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the Members as additional insured, coverage afforded is considered to be primary and any other insurance the Member may have in effect shall be considered secondary and/or excess.
10. **Liability insurance.** Throughout the term of this Lease, Negaunee shall hold harmless and indemnify IOHRA against any injury or damage to third parties arising as a result of any act or neglect of Negaunee in or about the Premises. Negaunee shall, at Negaunee's cost, procure liability insurance covering IOHRA with public liability insurance and

property damage insurance with insurance companies licensed to do business in the state of Michigan, in amounts not less than \$1,000,000. The insurance policy shall show IOHRA and Negaunee as named insureds. The insurance policy shall carry an endorsement requiring that IOHRA shall be given 10 days' written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to IOHRA. IOHRA and Negaunee and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by IOHRA and Negaunee and waiving all rights of subrogation by their respective insurers. The following shall be named as additional insureds: The Members of the IOHRA, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the Members as additional insured, coverage afforded is considered to be primary and any other insurance the Member may have in effect shall be considered secondary and/or excess.

11. **Utilities.** Negaunee shall pay when due all bills for water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.

12. **Leasehold Improvements.** Negaunee shall have the obligation to construct on the Premises improvements and facilities necessary for a Trailhead and Recreational Campground, as approved in advance by IOHRA. Negaunee's construction of these improvements shall not block access to the Iron Ore Heritage Trail at any time. At the expiration or termination of the Lease, Negaunee shall have one (1) year to restore the Premises to their original condition, unless the IOHRA determines that some or all of the improvements may remain. Failure of Negaunee to completely construct the improvements and facilities within 5 years of the date of this Lease shall be considered a default.

13. **Michigan Department of Natural Resources Requirements.** The provisions of the Michigan DNR "*Recreation Grant Encumbered Park Lease Requirements*" are attached as **Exhibit B** and are incorporated into this Lease.

14. **Maintenance by Negaunee.** Negaunee shall, at its expense, keep the Premises and any buildings or improvements on the Premises in good condition and repair. Negaunee agrees to operate and keep the Premises in a clean condition, in compliance with applicable laws and ordinances.

15. **Damage to improvements.** In the event of damage to the improvements caused by fire or other casualty, Negaunee shall promptly rebuild the premises to the condition it was in before the casualty in accordance with the Plans. The insurance proceeds carried by Negaunee to cover casualty damage to the Premises shall be available for the reconstruction. If the improvements constructed by Negaunee on the Premises are rendered unleaseable by fire or other casualty during the term of the Lease to the extent that the building(s) must be demolished and rebuilt, and the casualty insurance proceeds for the building available for payment by the insurance company and the Premises and insurance proceeds are not subject to any lien, Negaunee may, at Negaunee's option, to be evidenced by notice given to IOHRA within 30 days after the occurrence of the damage or destruction, elect to terminate this Lease as of the date of the damage or destruction. In that event, IOHRA shall be entitled to all insurance proceeds for the damage to improvements on the Premises.
16. **Signs.** On IOHRA's written approval, Negaunee may erect, maintain, and remove signs, appropriate to its operations, in or about the Premises as Negaunee may deem necessary or desirable. The signs shall be in compliance with all governmental regulations.
17. **Default.** This Lease is granted on the condition that if an event of default (Event of Default) shall occur and then a default (Default) occurs, this Lease may be terminated. An Event of Default shall occur if there has been (a) a failure by Negaunee to pay, when due, any rent to be paid to IOHRA or to make payment when due of any taxes, assessments, or charges required by the terms of this Lease; (b) a failure by Negaunee to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Lease to be paid by Negaunee; or (c) a failure by Negaunee to comply with any other obligations or provisions of this Lease. Following an Event of Default, IOHRA may send to Negaunee notice of the Event of Default. The notice shall give Negaunee 30 days to cure the default. If the Event of Default is not cured during the notice period, on the expiration of that notice period of 30 days a Default shall exist.
18. **IOHRA's remedies.** If a Default as defined above occurs, IOHRA shall at its election, on or concurrent with the giving of notice to Negaunee, have the right to terminate this Lease and enter into and on and take possession of the Premises, and IOHRA may hold and retain the Premises. If IOHRA takes possession of the Premises in accordance with this section, IOHRA shall be entitled to recover from Negaunee all damages incurred by IOHRA on account of Negaunee's default, whether direct or consequential, including any costs of restoring the Premises to their original condition.

19. **Assignment and subletting.** Negaunee shall not assign, sublet or transfer any or all of its rights under this Lease.
20. **Notices.** All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the address indicated above or at such other address as either party shall designate in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless IOHRA gives notice to the contrary, all payments to IOHRA under the terms of this Lease shall be made to IOHRA at the address for IOHRA first set forth above.
21. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless it is in writing and signed by both parties to the Lease.
22. **Whole agreement.** This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement, or condition not set forth in this agreement has been made or relied on by either party.
23. **Governing law.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Marquette County, Michigan.
24. **Effective date.** The parties have signed this agreement in duplicate, and it shall be effective as of the day and year first above written.

**IRON ORE HERITAGE RECREATIONAL
AUTHORITY**

CITY OF NEGAUNEE

By: _____
Its: _____

By: _____
Its: _____



480

S Main St

N Main St

S Lincoln St

S Main Ave

Iron Ore Heritage Trail

Iron Ore Heritage Trail

Ann St

Proposed Trailhead Location

Tracy Mine Rd



Proposed Campground Location

480

Ann St

Ann St

Queen

Sherm

Queen Rd

Innscott

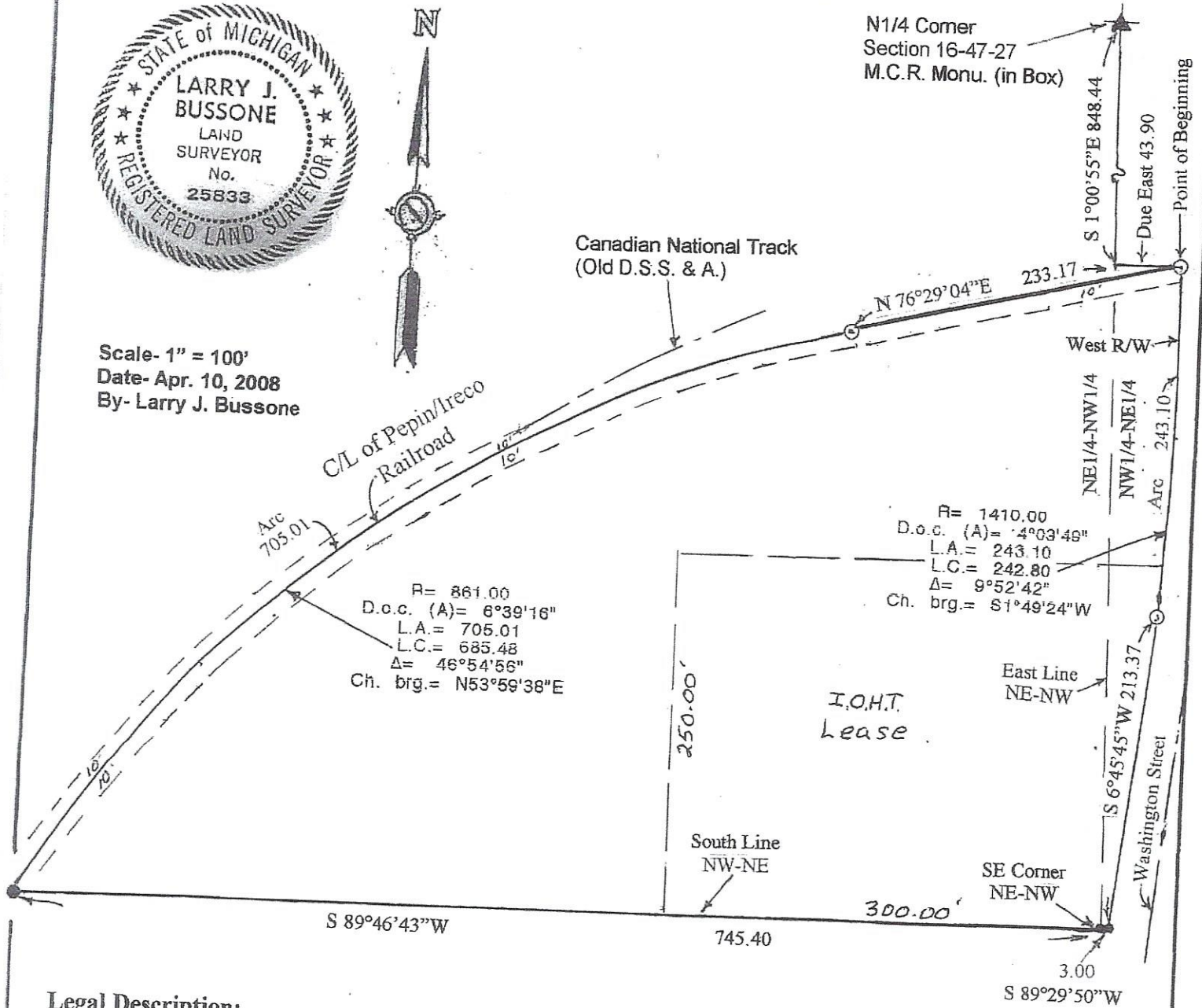
CERTIFICATE OF SURVEY

PREPARED FOR: **HOLLI FOREST PRODUCTS Inc.**

A Parcel of Land Located in the NW1/4-NE1/4 & NE1/4-NW1/4 of Section Sixteen (16), T.47 N., R.27 W.



Scale- 1" = 100'
Date- Apr. 10, 2008
By- Larry J. Bussone



Legal Description:

A parcel of land located in the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), and Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) of Section Sixteen (16) T.47 N., R.27 W. in the City of Ishpeming, Marquette Co. Michigan, more particularly described as follows:
Commencing at the North ¼ Corner of said Section 16; thence S 1°00'55"E 848.44 feet (along the East Line of said NE-NW); thence Due East 43.90 feet, (to the Point of Beginning, said point being on the West R/W of Washington Street); thence along said R/W on a 4°03'49" curve to the right (R=1410.00 feet D=9°52'42", L.C. bears S 1°49'24"W 242.80 feet) 243.10 feet, along the Arc; thence S 6°45'45"W 213.37 feet, (to the South Line of said NW-NE); thence S 89°29'50"W 3.00 feet, (to the SE Corner of said NE-NW); thence S 89°46'43"W 745.40 feet, (along the South Line of said NE-NW, to the C/L of the Pepin/Ireco Railroad); thence along said C/L on a 6°39'16" curve to the right (R=861.00 feet, D=46°54'56", L.C. bears N 53°59'38"E 685.48 feet) 705.01 feet along the Arc; thence N 76°29'04"E 233.17 feet, to the Point of Beginning. Said parcel contains 5.43 Acres more or less.

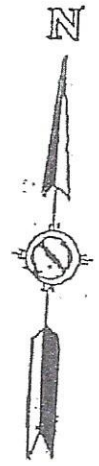
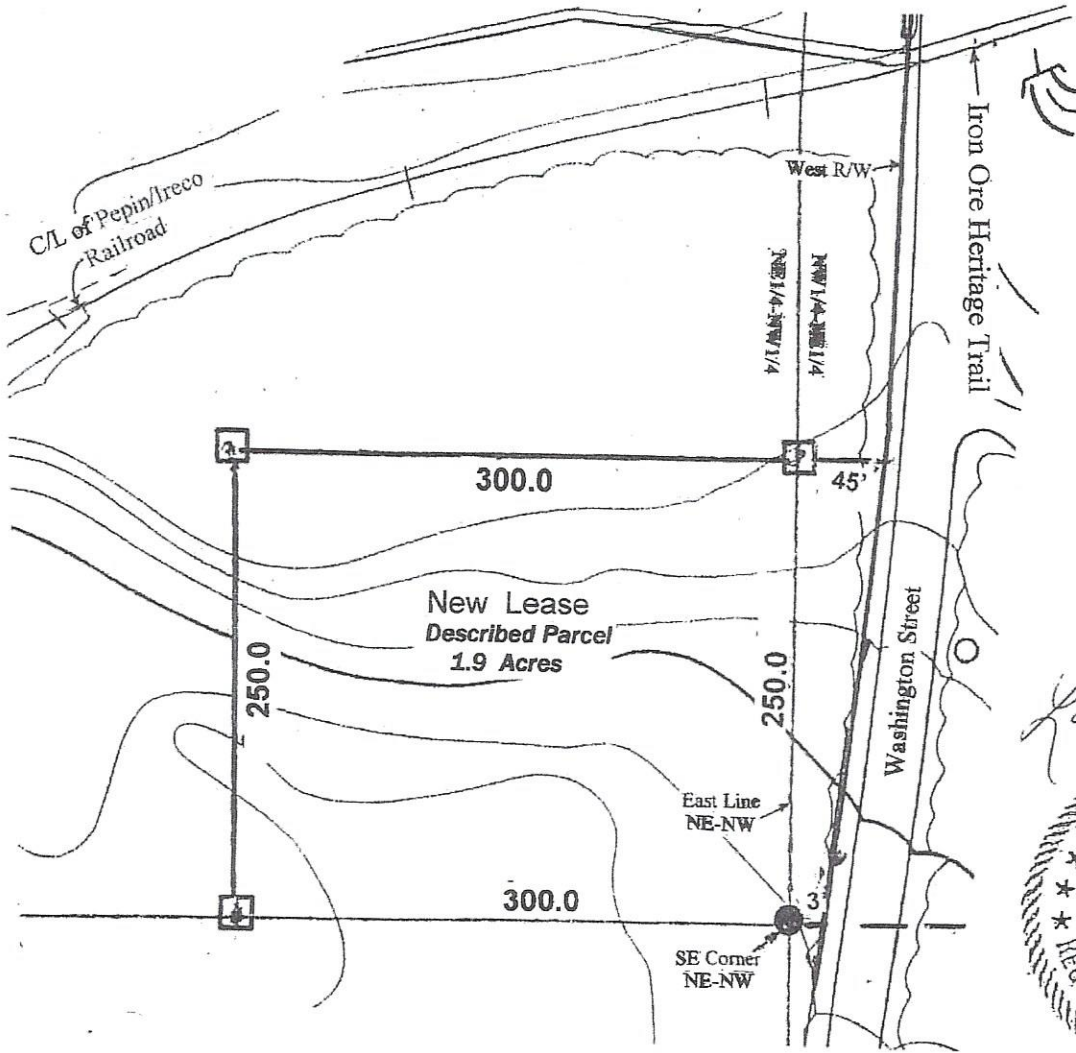
Surveyor's Certificate:

I hereby certify that I have surveyed and mapped the herein described parcel of land; that the ratio of closure of the

LEASE EXHIBIT MAP

PREPARED FOR: Iron Ore Heritage Recreation Authority

Parcel in the NW1/4-NE1/4 & NE1/4-NW1/4 of Section 16,
in T.47 N.,R.27 W. in the City of Ishpeming



Scale- 1" = 100
 Date- Aug. 15, 2021
 By- Larry J. Bussone

Larry J. Bussone



LEGAL DESCRIPTION:

All that part of the South Two Hundred Fifty feet of the East Three Hundred feet of the of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) and the South Two Hundred Fifty feet of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), lying West of Washington Street all in Section Sixteen (16), in T.47 N.,R.27 W. in the City of Ishpeming, Marquette County, Michigan. Said Parcel contains 1.9 Acres more or less

LEGEND:

- 1) ● = Found Iron
- 2) ⊙ = Set 1/2"x 18" Iron
- 3) △ = Found Other
- 4) □ = No Iron Set

NOTE:

- 1) All dimensions are in feet.
- 2) Parcel will be part of the IOHT..
- 3) Parcel access from Washing Street.

March 5, 2022

Jon Swenson
401 E Fair Ave
Marquette, MI 49855

Re: Michigan Department of Natural Resources – Recreational Passport Grant

Dear Mr. Swenson,

The Iron Ore Heritage Recreation Authority would like to support the Marquette Lions Club and the City of Marquette's Passport Grant application to the Michigan Department of Natural Resources to improve Marquette Lions Lakeside Park and will contribute in-kind to the project by providing one of our unique interpretive signs for the project.

The Lions Club Park has an interesting history in regards to the iron mining past. In 1865 a cannon was placed on this site to quell a miner's strike. The USS Michigan, patrolling the Great Lakes for Confederate saboteurs, cruised near the Marquette harbor and saw townspeople waving white sheet and pillowcases to get the ship's crews' attention. Striking miners had formed a mob and were destroying mine property and threatening the mining bosses. Cannons were unloaded from the USS Michigan and railed to Lions Club Park to threaten the miner's Marquette camp site. The miners were given 24 hours to stop the strike or be shelled without mercy. The miners went back to work.

Our interpretive signs have been vetted by the Superior Alliance for Independent Living for accessibility and readability. We will donate the physical structure, the panel and use of photos, and our signage committee's time to write the sign. We estimate the donation to be \$2500.

We support the City's and Lion's Club Grant application and plans to make the park more welcoming to the users of the IOHT.

Sincerely,

Carol Fulsher
Administrator