

**AGENDA**  
**ISHPEMING CITY COUNCIL REGULAR MEETING**  
**Wednesday, April 12, 2017, at 7:00 p.m.**  
**Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI**  
**City Hall Telephone Number: (906) 485-1091**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of Agenda
6. Agenda Comment
7. Consent Agenda
  - a. Minutes of Previous Meeting (March 8<sup>th</sup>, 22<sup>nd</sup>, and 27<sup>th</sup> and Closed Session March 27<sup>th</sup>)
  - b. Approval of Disbursements (Mayor Juidici and Councilman Skauge)
  - c. Special Event Application: Marquette Marathon – September 2, 2017
  - d. Special Event Application: Swim Teal Lake: Benefit for Diabetes – July 28 & 29, 2017
  - e. Request for Street Closure and Temporary Liquor License – Brogies Bar – June 7, 2017
  - f. Confirm appointment of Tracy Magnuson to vacancy on the DDA expiring 7/2018
8. Monthly Financial Statement Report
9. Lake Superior Community Partnership Year-end Report Presentation
10. Second Reading of Ordinance #1-501: Granting a Franchise to SEMCO Gas Company
11. Renewal of the U.S. National Ski Hall of Fame, Inc. Lease
12. Temporary authorization to increase DPW staffing level
13. Appoint City Attorney as City's Representative to attend the April 19<sup>th</sup> Marquette County Solid Waste Management Authority Board meeting.
14. Confirm Chain of Command in absence of City Manager
15. Set Special Council Meetings
  - a. Monday, April 17, 2017 at 10:00 a.m. for proposed Fire and DPW Equipment Millage
  - b. Monday, May 15<sup>th</sup> or Tuesday, May 16<sup>th</sup>, 2017 at 10:00 a.m. for Water Project Bid Award
16. Old Business
17. New Business
18. Mayor and Council Reports
19. Manager's Report
20. Attorney's Report
21. Adjournment

Mark Slown  
City Manager

7C

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's Name Marquette Marathon / NTN Phone (906) 236-2902

Organization Address PO Box 746

Organization's Agent Cris Osier Phone (906) 236-2902

Agent's Title Race Director

Agent's Address 315 E. College, Marquette, MI 49855

Event Name Marquette Marathon

Event purpose Running race from Ishpeming to Marquette to promote running and boost the local economy.

Event Dates September 2, 2017

Event Times 7:30 am start

Event Location Start Line Cliffs Shaft Mine Museum / Lake Bancroft Park / IOHT

1. Type of Event:

- ☐ City Operated Event      ☐ Co-Sponsored Event  
☒ Other Non-Profit Event      ☐ Other For-Profit Event  
☐ Political or Ballot Issue Event

Sent to Jim  
4/6/17

2. Annual Event: Is this event expected to occur next year? ☒ [YES] ☐ [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule 7:30AM start of race; 6:30 am setup; 8:00am completed

Next year's Specific Dates: September 1, 2018

3. An Event Map ☒ [Is] ☐ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] ☒ [No] Other vendors? [Yes] ☒ [No]

5. Event signs: Will this event include the use of signs? ☒ [Yes] ☐ [No]

6. Other Requests: Road barricades

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

3/20/2017  
Date

C. R. Osier  
Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office  
City Hall  
E. Division Street  
Ishpeming, Michigan 49849

7d

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's Name UPCAP/UPDON Phone 228-9203  
Organization Address 1025 Commerce Drive  
Organization's Agent Kristen Cambensy Phone 360-6906 (cell)  
Agent's Title Office Manager  
Agent's Address \_\_\_\_\_  
Event Name Swim Teal Lake: Benefit for Diabetes  
Event purpose Fundraiser event for UPDON  
\_\_\_\_\_  
Event Dates See Friday + Saturday, July 28<sup>th</sup> + 29, 2017  
Event Times Friday evening setup, Swim 7:30am - 1:30pm Sat.  
Event Location Teal Lake Beach + Al Quaal Lower Lodge

1. Type of Event:

- ☐ City Operated Event      ☐ Co-Sponsored Event  
☒ Other Non-Profit Event      ☐ Other For-Profit Event  
☐ Political or Ballot Issue Event

Sent to JM  
3/12/17

7/21/15

2. Annual Event: Is this event expected to occur next year? ☒ [YES] ☐ [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule Fri (7/27) Set up - Sat (7/28) 1:30pm

Next year's Specific Dates: July 27-28, 2018

3. An Event Map [Is] ☒ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] ☒ [No] Other vendors? [Yes] ☒ [No]

5. Event signs: Will this event include the use of signs? ☒ [Yes] ☐ [No]

6. Other Requests: \_\_\_\_\_

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

3-7-2017  
Date

Kristen Ambrose  
Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office  
City Hall  
E. Division Street  
Ishpeming, Michigan 49849

7e

March 29, 2017

Matt DeWitt  
Brogie's Tavern  
106 N. 2nd  
Ishpeming, MI 49849

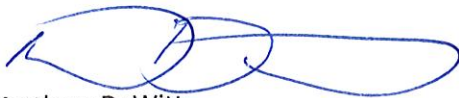
To the offices of the Ishpeming City Manager and City Council:

I am writing to request the temporary closure, during the hours of 6:00PM to 2:00AM, of 2nd Street between Cleveland and Bank Streets, and the alley behind 114 North Second Street, on the Seventh of June, 2017. I am requesting the closure to accommodate an enclosed outdoor gathering area for unencumbered foot traffic between Brogie's and the building across the street for a live music performance that will occur at 114 North Second St (the former Central Pontiac Showroom). I have attached a scale drawing, detailing the proposed outdoor enclosure.

I understand that it is our responsibility to construct and remove the enclosure and clean in the area of the street that our business occupies. We have a plan for both in place and will be happy to do so. The proposed enclosure will be 25 feet by 60 feet in size, across the street and between the two buildings, and wrapped in 4 foot high snow fence with one opening left on the North end of the sidewalk for customer ingress and egress.

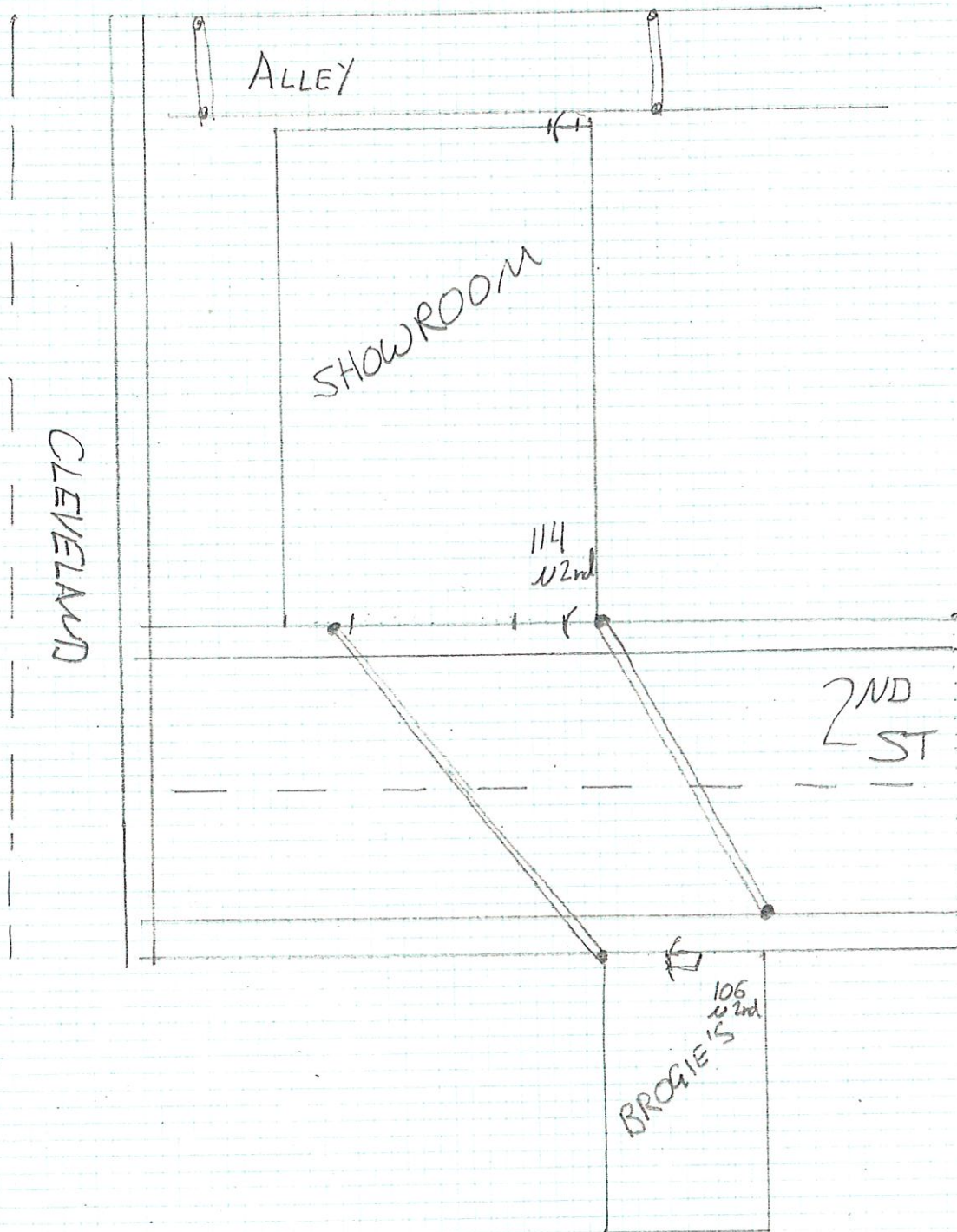
Please contact me with any questions or concerns. Your approval of this closure and use of space is required to complete the application to the Michigan Liquor Control Commission for a special permit. Should you choose to approve this request, please notify me in writing at the below address so that I may complete the application. I can be reached at any time at 906-204-9675 or via email at brogiestavern@gmail.com

Thank you very much for your consideration,



Matthew DeWitt  
Managing Member, Brogie's Tavern LLC

Sent to Jun  
4/6/17



10

**THE CITY OF ISHPEMING  
FRANCHISE GRANTED TO  
SEMCO Energy Gas Company**

**Ordinance No. 1-501**

An Ordinance, granting to SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., a Michigan corporation, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to conduct a local gas business in the City of Ishpeming, located in Marquette County, Michigan, for a period of thirty years.

**THE CITY OF ISHPEMING ORDAINS:**

**Section 1. GRANT OF FRANCHISE.** The City of Ishpeming, located in Marquette County, Michigan (the "City"), hereby grants to SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., a Michigan corporation, its successors and assigns, (the "Grantee") the right, power and authority to construct, lay, operate, maintain and replace in the public streets, highways, alleys and other public places in the City of Ishpeming, Michigan, all needful and proper gas pipes, mains, conductors, service pipes and other apparatus and facilities requisite for the manufacture, transmission and distribution of gas for all purposes to the City of Ishpeming, and the inhabitants thereof, and for conducting gas elsewhere to supply neighboring cities, villages and other territories supplied with gas by said Grantee, for a period of thirty years.

**Section 2. CONSIDERATION.** In consideration of the rights, power and authority hereby granted, Grantee shall faithfully perform all things required by the terms hereof.

**Section 3. CONDITIONS.** No highway, street, alley, bridge or other public place used by Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to as good order and condition as when Grantee commenced the work. All of Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes. Grantee will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by the City and, to the extent Grantee interferes with or disrupts any such public utility apparatus or facilities, Grantee shall restore such apparatus or facilities to as good order and condition as when Grantee commenced work.

**Section 4. HOLD HARMLESS.** Grantee shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the Grantee's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the City resulting from Grantee's negligent construction and maintenance, Grantee shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

**Section 5. FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

**Section 6. RATES.** Grantee shall charge for gas furnished the rates, charges and special taxes as approved from time to time by the Michigan Public Service Commission, or its successors having authority and jurisdiction to fix and regulate gas rates and charges, or as otherwise permitted or required by applicable law or tariff, for the term of this franchise. Such rates shall be subject to Commission review and change at any time upon petition therefore being made by either said City, acting by its City Council, or by said Grantee.

**Section 7. REVOCATION.** The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

**Section 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION.** Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said City and shall provide service in accordance with the terms and conditions set forth in its applicable tariff as approved from time to time by the Michigan Public Service Commission or its successors.

**Section 9. SUCCESSORS AND ASSIGNS.** The words "SEMCO Energy Gas Company" and "SEMCO Energy, Inc.," wherever used herein, are intended and shall be held and construed to mean and include SEMCO Energy Gas Company and its parent, subsidiaries, successors, affiliates, and assigns, whether so expressed or not. The word "Grantee," wherever used herein, is intended and shall be held and construed to mean and include SEMCO Energy Gas Company, SEMCO Energy, Inc., and the successors and assigns of each, whether so expressed or not. Grantee may assign the rights and obligations under this agreement as long as the Grantee provides prior written notice to the City of any such assignment.

**Section 10. FORCE MAJEURE.** The Grantee shall not be liable for failure to furnish service as herein provided, or for any breach of the Grantee's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Grantee.

**Section 11. EFFECTIVE DATE.** Upon adoption, the City Clerk shall deliver to Grantee a certified copy of this ordinance. Additionally, the City shall publish this ordinance within thirty (30) days of its adoption and this ordinance shall take effect upon the day after the date of publication thereof, continuing for a term of thirty (30) years from that date; provided, however, it shall cease and be of no effect after sixty (60) days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, the ordinance shall constitute a contract between said City and said Grantee.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Date Passed: \_\_\_\_\_

Attested, by Order of the City of  
Ishpeming, Marquette County, Michigan

\_\_\_\_\_  
Ishpeming City Clerk

\_\_\_\_\_  
Ishpeming Mayor

### CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of Ishpeming, Marquette County, Michigan, hereby certifies that: (1) the foregoing is a true and complete copy of a resolution duly adopted by the City Council at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2017 at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and, (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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

\_\_\_\_\_  
Ishpeming City Clerk

## ACCEPTANCE

SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., the Grantee under a Franchise approved by City of Ishpeming, County of Marquette, Michigan, hereby accepts the Franchise, pursuant to the terms and conditions thereof.

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

**SEMCO Energy Gas Company,  
a division of SEMCO Energy, Inc.**

By: \_\_\_\_\_  
Colleen Starring  
President SEMCO Energy Gas Company

//

## LEASE

This lease is made this \_\_\_\_\_ day of February, 2017, by and between the CITY OF ISHPEMING, a Michigan Municipal cooperation, of 100 E. Division, Ishpeming, MI ("Lessor" herein) and U.S. NATIONAL SKI HALL OF FAME, INC., a Michigan non-profit corporation, of P.O. Box 191, Ishpeming, MI ("Lessee" herein);

WHEREAS this lease covers the following described real estate located in the City of Ishpeming, County of Marquette and State of Michigan, more particularly described as:

A parcel of land located in the Southwest Quarter of the Northeast Quarter (SW- ¼, NE- ¼), of Section Three (3), Township Forty-seven (47) North, Range Twenty-seven (27) West more particularly described as follows:

Commencing at the N-¼ corner of said Section 3, thence S 1°11'43" E 1300.25 feet to the NW corner of said SW-¼-NE-¼; thence S 89°40'58" E 67.51 feet to the Point of Beginning; thence S 89°40'58" E 242.48 feet, (to the west R/W of 3<sup>rd</sup> St.); thence S 1°20'25" E 104.20 feet, (along said R/W to the North R/W of the C&NW-Soo & LS&I R.R.); thence 84°31'39" W 236.34 feet, (along said R/W to the North R/W of 2<sup>nd</sup> St.); thence N 4°18'36" W 128.41 feet, to the Point of Beginning. Said parcel contains 0.64 acres.

ALSO a parcel of land located in the South One-half of the Northwest Quarter of the Northeast Quarter (S-½, NW-¼, NE-¼) of Section Three (3), T47N, R27W (which is all that part of Lots 33& 34 of the unrecorded Plat of the Cloverdale Tract lying Southerly of the U.S. 41 R/W) more particularly described as follows:

Commencing at the N-¼ Corner of said Section 3; thence S 1°11'43" E 1300.25 feet, (to the SW Corner of said S-½, NW-¼, NE-¼); thence N 89°40'58" E 83.51 feet, along the South line of said S-½, NW-¼, NE-¼ to the Point of Beginning; thence N 43°54'44" E 69.50 feet; thence S 89°40'58" E 105.00 feet, thence S 49°14'58" E 77.61 feet, (to the said South line); thence N 89°40'58" W 212.00 feet to the Point of Beginning. Said parcel contains 0.18 acres more or less (the "Premises herein).

AND WHEREAS, Lessee operates a facility known as the U.S. National Ski Hall of Fame on said Premises.

NOW THEREFORE, in consideration of said conveyance Lessor agrees to lease and Lessee agrees to take said premises subject to the following terms and conditions:

1. The purpose of this lease is to permit Lessee to be solely responsible for the operation and maintenance of the U.S. National Ski Hall of Fame building together with necessary outbuildings, walks, parking lots and appurtenances located on the Premises, as an institution of national cultural and historical significance, which will be the repository of historical records and matters pertaining to the sport of skiing, and which will be open to the general public on reasonable days during reasonable hours.

2. The term of this lease shall be for a period of ten (10) years, commencing the day this lease is fully executed and ending on the same date ten (10) years thereafter; provided, however, that the term of this lease shall automatically be cancelled upon the occurrence of any of the following events, notwithstanding that the original ten (10) year term may not then have expired:
  - a. The corporate dissolution of the Lessee;
  - b. The sale or transfer of all or substantially all of the assets of Lessee;
  - c. The insolvency, bankruptcy, or receivership of Lessee;
  - d. The failure or refusal of Lessee to operate and maintain the National Ski Hall of Fame on the Premises or to make same accessible to the public on a reasonable basis;
  - e. The destruction of the improvements to the Premises caused by fire, flood, windstorm, or other catastrophe wherein the Lessee shall elect not to rebuild;
  - f. Condemnation of the Premises when the Lessee shall elect not to rebuild;
  - g. The operation of any commercial enterprise upon the Premises by anyone without the express written consent of Lessor, however, it is agreed that Lessee may operate concession or souvenir stands in order to help defray the expenses of Lessee and as a convenience to the general public using said facilities;
  - h. Lessee's abandonment of the Premises, in which event Lessee shall give Lessor at least ninety (90) days' notice of its intent to abandon the Premises.
3. This lease shall be non-transferrable and non-assignable, and the Lessee shall have no power or authority to sub-lease the Premises or any portion thereof without the express written consent of the Lessor, and such consent shall not be unreasonably withheld for the use of the Premises for public purposes or for purposes consistent with the corporate purposes of Lessee as set forth in its Articles of Incorporation.
4. During the term of this lease, Lessee shall be responsible for providing and Lessee shall pay all costs and expenses associated with the operation and maintenance of the Premises and any and all buildings or structures located upon the Premises, including but not limited to:
  - a. Utility expenses;
  - b. Building and grounds upkeep and maintenance expenses;
  - c. Remodeling and redecorating expenses;
  - d. Plumbing, heating, cooling and all other equipment repair, maintenance, and replacement costs;
  - e. Capital repair or replacement expenses;
  - f. Snow removal and parking lot maintenance expense;
  - g. Wages, salaries and other forms of compensation paid or payable to agents, officers, servants, or employees of Lessee who assist in the operation or maintenance of the Premises.

Lessor shall have no obligation whatsoever to supply any goods, services, equipment, or manpower to assist Lessee in the operation or maintenance of the Premises, or assist in the operation or maintenance of the U.S. National Ski Hall of Fame other than those services provided by the City of Ishpeming to the general public and more particularly to property owners in the same or similar geographical location. Notwithstanding the foregoing, in the

event that Lessor elects to make substantial use of any portion of that premises for Lessor's purposes, it is agreed that the parties hereto shall mutually negotiate suitable reimbursement to Lessee for said use. This provision shall not obligate the Lessor to extend a sanitary sewer line, main or lateral to the Premises.

5. During the term of this lease, Lessee shall pay no actual rental fee; however, the parties acknowledge and agree that the waiver of any rental fee is contingent upon the Lessee allowing the Lessor to use one public meeting room free of charge on a reasonable basis, as described in paragraph 9 of this agreement.
6. Lessee shall at all times during the term of this lease secure and maintain insurance, as follows:
  - a. Fire and extended coverage insurance on the buildings, structures and other improvements on the Premises and the personal property therein, in an amount sufficient to restore or replace the Premises to the condition it was in before the loss. All proceeds of such insurance shall be used to restore or replace the Premises, or property damaged by an insured casualty, unless the parties hereto mutually agree to some other disposition of the proceeds;
  - b. Liability insurance in an amount to be approved by Lessor but in any event not less than One Million (\$1,000,000.00) Dollars for property damage, death, and personal injury, for all occurrences, per year;
  - c. Worker's compensation insurance in the amounts required by State law.

It is understood and agreed that the following shall be Additional Insured: The City of Ishpeming, 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 City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

Lessee shall furnish to Lessor true copies of all insurance policies and certificates of insurance. If any insurance policy is cancelled, Lessee shall immediately give notice thereof to Lessor, and Lessee shall see to it that there is no lapse in coverage.

Lessee shall indemnify and hold harmless Lessor from all liability in connection with the operation and maintenance of the Premises during the term of this lease and Lessee shall assume the defense of all claims asserted against Lessor; provided, however, that this indemnity provision shall not apply with respect to any claims arising out of Lessor's use of the Premises.

7. During the term of this lease, in the event that it shall be desirable to remodel the Premises or to make additions thereto, Lessee shall undertake sole responsibility for said remodeling or additions. Lessee agrees to hold Lessor harmless from any liability arising out of said work and further agrees that it will require all contractors engaged in the remodeling or construction of such additions to carry worker's compensation insurance as required by the State of Michigan, performance bonds and liability insurance as required by Lessor.

Lessor agrees to cooperate with Lessee in an effort to obtain public grant funds for any subsequent additions or modifications to the Premises and agrees that it will receive and segregate such funds and shall designate them solely for the stated purpose.

8. Lessee shall not discriminate against any person in admission to the Premises because of age, sex, race, creed, or national origin.
9. The structure erected on the Premises and occupied by Lessee shall include at least one (1) public meeting room, in the nature of an auditorium, to be made available for municipal and public functions, meetings, gatherings, conferences, etc., the availability of which will be scheduled through the U.S. National Ski Hall of Fame in cooperation with the Ishpeming City Manager.
10. Upon expiration of the original ten (10) year term of this lease, and provided that Lessee is not then in default under the lease, Lessee may renew this lease for an additional term of ten (10) years; provided, however, that if Lessor wishes to change any of the terms or conditions hereof, or to add additional terms, such renewal shall not become effective until the parties have agreed to such changes. If the parties are unable to agree on any changes, then the renewal shall not become effective. Notice of intent to renew shall be given by Lessee to Lessor at least one (1) year prior to the expiration of the original ten (10) year term of this lease. The phrase "term of this lease" as used in this lease shall include the original term of 10 years and any renewal or extension.
11. All of the provisions of this lease are declared to be material. A breach of any provision by Lessee that is not cured within sixty (60) days shall authorize Lessor to take immediate possession of the Premises, with or without legal process, and in any manner permitted by law.
12. Lessor hereby grants to Lessee the option to acquire said premises at the expiration or termination of this lease by the payment to Lessor of the sum of One (\$1.00) Dollar together with any other sums that may be due by the terms of this lease prior to its expiration or termination but only on the condition that the Premises shall continue to be maintained as the U.S. National Ski Hall of Fame and only so long as Lessee shall remain a charitable, tax exempt organization as currently provided under Section 501 (c) (3) of the Internal Revenue Code; provided, however, if the option is exercised and Lessee ceases to use the Premises as the U.S. National Ski Hall of Fame or shall cease to be a tax exempt organization then title to the Premises shall revert to Lessor.
13. The parties agree that funding for remodeling or maintenance of the U.S. National Ski Hall of Fame building (and associated improvements) shall come solely from public grant funds and from other sources solicited by the Lessee. Lessor shall not be required to expend any public funds for remodeling or maintenance of the Premises except such grant monies received by Lessor from the state, federal or county governments and specifically earmarked for the U.S. National Ski Hall of Fame by the grant funding agency.

14. In the event that the improvements to the Premises are destroyed by fire or other causes (including condemnation) and either party or both parties receive insurance proceeds, or other funds as reimbursement for the loss, the parties agree that if the proceeds are not used to rebuild or relocate the U.S. National Ski Hall of Fame, the proceeds shall be divided proportionally with the Lessor receiving that portion of the total proceeds multiplied by a fraction, the numerator of which is equal to the amount of public grant funds used for capital improvements to the Premises and the denominator of which shall equal the total capital improvements investment in the Premises as of the date of loss.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

LESSOR

THE CITY OF ISHPEMING:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

LESSEE

U.S. NATIONAL SKI HALL OF FAME, INC.:

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its