

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD

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AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
MONDAY, APRIL 11, 2022

LOCATION: IRONWOOD MEMORIAL BUILDING AUDITORIUM
213 S. MARQUETTE ST.
IRONWOOD, MI 49938

Public Hearing – 5:25 P.M.
Regular Meeting – 5:30 P.M.

ZOOM OPTION AVAILABLE FOR THE PUBLIC

(Please visit the City website at www.cityofironwood.org or the notice posted at the Memorial Building for Zoom Webinar login instructions.)

5:25 P.M.

1. Open Public Hearing.
2. Recording of the Roll.
3. Public Hearing: To hear comment on Ordinance #534, an Ordinance to amend the Code of Ordinances, City of Ironwood, Michigan, by adding a new division to Chapter 2, Administration, which new division shall be designated as Division 4 of said Code entitled “Human Relations and Equity Committee”.
4. Close Public Hearing.

5:30 P.M.

- A. Regular Meeting Called to Order.
Pledge of Allegiance of the United States of America.
- B. Recording of the Roll.
- C. Approval of the Consent Agenda.*
All items with an asterisk () are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of those items unless a Commission member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.*



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



- *1) Approval of Minutes – Regular City Commission Meeting Minutes of March 28, 2022.
- *2) Review and Place on File:
 - a. Downtown Ironwood Development Authority (DIDA) Meeting Minutes of November 18, 2021, December 16, 2021, January 27, 2022, February 24, 2022.
 - b. Ironwood Housing Commission Meeting Minutes of February 8, 2022.
- *3) Approve Sale of:
 - a. Ironwood American Legion Auxiliary, Unit #5-Poppy Sale Fundraiser on May 19 & 20, 2022.

D. Approval of the Agenda.

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

F. Citizens wishing to address the Commission on Items not on the Agenda (Three Minute Limit)

G. PRESENTATION: Jason Alonen, City Assessor and Blight Officer,
(RE: City Blight Process)

OLD BUSINESS

- H. Discuss and consider adopting Ordinance #534, an Ordinance to amend the Code of Ordinances, City of Ironwood, Michigan, by adding a new division to Chapter 2, Administration, which new division shall be designated as Division 4 of said Code entitled “Human Relations and Equity Committee”.
- I. Discuss and consider awarding a bid to Lulich Implement of Mason, Wisconsin for the purchase of two (2) new Tractor/Mowers for the City Department of Public Works and the Michigan Western Gateway Trail Authority (second tractor to be funded by the MWGTA).
- J. Discuss and consider awarding a bid to Nasi Construction, LLC for the replacement of damaged metal siding on the northeast end of the City Department of Public Works facility located at 200 Penokee Road.

NEW BUSINESS

- K. Discuss and consider authorizing bids for miscellaneous watermain fitting and valve replacements for the U.S. Highway 2 / Florence Street area.
- L. Discuss and consider approving a professional services agreement with Coleman Engineering Company for miscellaneous watermain fitting and valve replacements for the U.S. Highway 2 / Florence Street area.
- M. Discuss and consider authorizing bids for tank cleaning at the Mt. Zion and Jessieville water tanks as well as the clear well at the Pump Station.
- N. Discuss and consider approving the lease/service agreement renewal with Peak Communication, LLC/Avaya Financial Services for a five (5) year term to provide phone service and authorize City Clerk to sign same.

- O. Discuss and consider establishing 2022 rates for the City of Ironwood Compost Site.
- P. Discuss and consider area-wide motel survey.
- Q. Manager's Report.
- R. Other Matters.
- S. Adjournment.

ORDINANCE NO. 534, BOOK 5

AN ORDINANCE TO AMEND ARTICLE V (ENTITLED “BOARDS & COMMISSIONS”) IN CHAPTER 2, ENTITLED “ADMINISTRATION”, OF THE CODE OF ORDINANCES, CITY OF IRONWOOD, MICHIGAN BY ADDING A NEW DIVISION 4, WHICH NEW DIVISION SHALL BE DESIGNATED AS “HUMAN RELATIONS AND EQUITY COMMITTEE”.

THE CITY OF IRONWOOD ORDAINS:

DIVISION 4. – HUMAN RELATIONS AND EQUITY COMMITTEE

Sec. 2-188. – Created; purpose.

The Human Relations and Equity Committee (HREC) shall advise the City Commission and City Staff on human relations, equity, and diversity-related issues and recommend policies, programs, services, and events which enhance human relations, equity, and diversity throughout the community. The committee will strive to support the statements below:

Vision Statement – To inspire a community that will embrace and celebrate the goodness of everyone.

Mission Statement – Identify and create resources and support for the valuable community conversations regarding diversity, equity, and inclusion in the Gogebic Range area.

Values – honor, transparency, community-building, inclusion, understanding, awareness, kindness, action, positivity, accountability.

Sec. 2-189. – Composition.

The Human Relations and Equity Committee (HREC) shall consist of five (5) members. Three (3) members shall be residents of the City of Ironwood. The remaining two (2) members may be Ironwood residents but residency is not a requirement. These positions shall be appointed by the mayor, subject to confirmation by a majority of the members of the City Commission. This committee shall elect a chairperson from among its members.

Sec. 2-190. – Terms of office; vacancies; compensation; application process.

- (a) The terms of office of the members of the Human Relations and Equity Committee (HREC) shall be three (3) years, except that, of the members first appointed, three (3) each shall be appointed for terms of three (3) years, and two (2) shall be appointed for a term of two (2) years. If vacancies occur, they shall be filled for the remainder of the unexpired term.
- (b) The members of the commission shall receive no compensation.
- (c) Applicants shall fill out a City of Ironwood Board/Commission Application and shall provide a letter of interest, with the applicant outlining their interest, belief, and commitment to positively dealing with diversity-related issues and topics.

Sec. 2-191. – Holding other office.

No member or employee of the legislative, judicial, or executive branch or any level of government shall be eligible to be a member of the Human Relations and Equity Committee (HREC).

Sec. 2-192. – Powers and duties.

The Human Relations and Equity Committee (HREC) shall specifically have the following powers and duties:

- (a) Serve in an advisory capacity to the City Commission and City Manager on human relations, diversity, and equity-related issues.
- (b) Serve as a resource and an advocate on behalf of marginalized people and/or marginalized groups residing in the community.
- (c) Review current City policies, practices, and activities.
- (d) Recommend, as it deems necessary and proper, items for the City Commission agenda to revise City policies, procedures, and activities to ensure the fair, equitable, and equal administration and enforcement of policies and to bring to the City Commission's attention issues of concern.

- (e) Work to promote good community relations and foster cross-cultural understanding between the City's Public Safety Department and marginalized people and/or marginalized groups.
- (f) Work to promote the City as a diverse, unique, and welcoming place that prioritizes quality of life for all people.
- (g) Hold educational seminars and public social events to foster cross-cultural understanding, support for migrants and refugees, and to celebrate and preserve the diversity of people and cultures and the diversity of opinions that make the City of Ironwood a great place to live. Educational seminars and public social events shall be non-partisan in nature, not discriminate against any one demographic of the population including but not limited to their political, social, religious beliefs, or sexual orientation.
- (h) Cooperate with other groups based in the City, whose purpose is the same or substantially the same to the Committee's purpose as described herein.
- (i) The Human Relations and Equity Committee (HREC) shall have access to data, information, and materials concerning City policies, practices, or activities as it deems necessary to further its purpose; provided, however, this information shall not include personnel files, confidential information, or other information protected by City codes and policies, state or federal laws, unless expressly so directed by City after consultation with the City Attorney. It is not intended for the Human Relations and Equity Committee (HREC) to be a quasi-judicial body, an oversight board, or a body whose primary function is to receive or investigate individual complaints. However, when individual complaints arise, the HREC could be called upon to help with suggesting and resourcing avenues for resolutions.
- (j) The views of individual Human Relations and Equity Committee (HREC) members shall be considered the views and opinions of those members and will not necessarily reflect the opinions, official policies or positions of the Committee or the City and shall not be used by others without the express written permission of the City.

Sec. 2-193. – Meetings; determinations.

- (a) *Definition.* As used in this section, “session day” means any calendar day on which the Human Relations and Equity Committee (HREC) meets and a quorum is present.
- (b) *Meetings and time of determination.* The Human Relations and Equity Committee shall meet at a minimum quarterly but may meet more often as needed.

Sec. 2-194. – Implementation by resolution.

The City Commission shall implement this division by ordinance.

Effective: April 15, 2022
Date

KIM S. CORCORAN, MAYOR

ATTEST:

WENDY L. HAGSTROM, CITY CLERK

Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held in person and via Zoom at 5:30 P.M., along with a Public Hearing at 5:20 P.M. and 5:25 P.M. on Monday, March 28, 2022.

1. Mayor Corcoran called the public hearing to order at 5:20 P.M.
2. Recording of the Roll.

PRESENT: Commissioner Andresen, Korpela, Mildren, Semo, and Mayor Corcoran.
ABSENT: None.

3. Public Hearing: To receive public comment on Resolution #022-006, the Trust Fund Grant Application being submitted to the Michigan Department of Natural Resources.

Community Development Director Tom Bergman addressed proposed Resolution #022-006, stating that the Trust Fund Grant will be used to develop one (1) mile of lighted trail for the Aurora Loop Ski Trail at the Miners Memorial Heritage Park, to be utilized year-round. Approximately 25 lights would be installed as well as some enhancements to the Red Devil Trailhead. 78% of people surveyed in the Fall have utilized this park, and this has been identified as a primary goal of the Parks and Rec Committee for the past few years. Projected total cost of the project is \$158,500.00. The grant application portion is for \$110,900.00, which brings us to a 30% match of \$47,600.00. \$17,000.00 of the match would come from in-kind. The cash contribution would be \$30,600.00 and would come from the fund balance of the City's General Fund.

No additional comments received.

4. Mayor Corcoran closed the public hearing at 5:26 P.M.

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1. Mayor Corcoran called the public hearing to order at 5:26 P.M.
 2. Public Hearing: To receive public comment on Resolution #022-005, a special assessment for 110 E. Birch Street, Ironwood, MI for the demolition and removal of a blighted residential structure.

City Manager Scott Erickson stated this property was condemned previously by the City Commission. The property has since been demolished. The proposed Resolution #022-005 is for an assessment against the property. No additional public comments were received.

3. Mayor Corcoran closed the public hearing at 5:28 P.M.

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- A. Mayor Corcoran called the regular meeting to order at 5:30 P.M.

B. Recording of the Roll.

PRESENT: Commissioner Andresen, Korpela, Mildren, Semo, and Mayor Corcoran

ABSENT: None.

C. Approval of the Consent Agenda. *

*1) Approval of Minutes – Regular City Commission Meeting of March 14, 2022.

*2) Review and Place on File:

a. Ironwood Housing Commission Meeting Minutes of March 8, 2022.

b. Ironwood Carnegie Library Board Meeting Minutes of December 21, 2021, January 18 and February 15, 2022.

*3) Approve Sale of:

a. Ironwood American Legion Auxiliary, Unit #5-Flag Day Sale Fundraiser on June 10, 2022.

***Motion** was made by Korpela, seconded by Andresen to approve the Consent Agenda. Unanimously passed by roll call vote.*

D. Approval of the Agenda.

***Motion** was made by Semo, seconded by Mildren, and carried unanimously to approve the Agenda as presented.*

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

Financial reports from the Agenda Packet were presented by Finance Director/Treasurer, Paul Linn for the month ending February 28, 2022.

***Motion** was made by Semo, seconded by Mildren, and carried to receive and place on file the Statement of Revenue & Expenditures Report for the month ending February 28, 2022 and the Cash and Investment Summary Report for February 2022.*

F. Approval of Monthly Check Register Report.

***Motion** was made by Semo, seconded by Mildren, to approve the Monthly Check Register Report for February 2022. Unanimously passed by roll call vote.*

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

There were none.

H. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit)

There were none.

OLD BUSINESS

- I. Discuss and consider approving Resolution #022-006, submittal of a Michigan Department of Natural Resources Trust Fund Grant Application for development of the Miners Memorial Heritage Park Lighted Ski Trail Project.

The City Commission had no further questions for Community Development Director Tom Bergman following the Public Hearing at 5:20 p.m. Mr. Bergman did inform the Commissioners that June of 2023 is the scheduled timeline for awarding the grant.

***Motion** was made by Semo, seconded by Mildren to approve Resolution #022-006, submittal of a Michigan Department of Natural Resources Trust Fund Grant Application for development of the Miners Memorial Heritage Park Lighted Ski Trail Project. Unanimously passed by roll call vote.*

- J. Discuss and consider approving Resolution #022-005, a special assessment for 110 East Birch Street, Ironwood, MI for the demolition and removal of a blighted residential structure.

Following the 5:25 p.m. Public Hearing, no further discussion on the proposed resolution took place.

***Motion** was made by Semo, seconded by Korpela to approve Resolution #022-005, a special assessment for 110 East Birch Street, Ironwood, MI for the demolition and removal of a blighted residential structure. Unanimously passed by roll call vote.*

- K. Discuss and consider approval of Change Order #5 to the 2021 Local Street Project with Angelo Luppino, Inc. to include the 2022 Local Street Project.

City Manager Scott Erickson noted to the Commissioners the map referring to the Change Order, specifically that Francis Street is a full rebuild. This work includes mill and overlay. In addition, the City Manager recommended one additional location that was brought to his attention recently, that being the alley easement through the Our Lady of Peace Church parking lot. The church is paving their back parking lot, which would make a gap on either side. The City is responsible for that 10 foot strip of alleyway. The church is asking the City to partner with them. The addition of the 10-foot strip to the project adds about \$12,000.00 to the cost. The total cost of the Project is estimated at \$160,000.00. Commission also noted the Change Order itself should have the contractor's name on it to coincide with Item K on the Agenda, stating the contractor is Angelo Luppino, Incorporated.

***Motion** was made by Mildren, seconded by Korpela, to approve Change Order #5 to the 2021 Local Street Project with Angelo Luppino, Inc. to include the 2022 Local Street Project, with the addition of the Our Lady of Peace alleyway. Unanimously passed by roll call vote.*

NEW BUSINESS

- L. Discuss and consider Facility Use Agreement with the American Red Cross to provide disaster services.

City Manager Scott Erickson noted this is a standard agreement. We have always partnered with the Red Cross to use the Memorial Building in the event it is needed. Any extenuating costs are reimbursed by the Red Cross. Commissioners noted it has been used in the past and works well.

Motion was made by Semo, seconded by Mildren, to approve the Facility Use Agreement with the American Red Cross to provide disaster services. Unanimously passed by roll call vote.

M. Discuss and consider approving 2022 Bridge Inspections contract with Ayres & Associates.

City Manager Scott Erickson stated every two years the City is required to have inspections for the bridges under our jurisdiction, which include the Norrie Park/Dupont Road bridge and the bridge located on West Norrie Street. The contract with Ayres & Associates is for the purpose of the required bridge inspections.

Motion was made by Semo, seconded by Andresen, to approve the 2022 Bridge Inspections contract with Ayres & Associates. Unanimously passed by roll call vote.

N. Discuss and consider approving quote and authorizing Northern Wisconsin Fence to repair damages sustained to 180 feet of the Department of Public Works (DPW) storage yard fencing in the amount of \$3,800.00, with the cost of repairs being submitted as an insurance claim to the vehicle driver's insurance.

City Manager Scott Erickson noted there were three quotes received, with Northern Wisconsin Fence being the low quote. The City will be submitting an insurance claim for reimbursement.

Motion was made by Semo, seconded by Korpela to approve quote and authorize Northern Wisconsin Fence to repair damages sustained to 180 feet of the Department of Public Works (DPW) storage yard fencing in the amount of \$3,800.00, with the cost of repairs being submitted as an insurance claim to the vehicle driver's insurance. Unanimously passed by roll call vote.

O. Discuss and consider approving quote and authorize Fortress Fence to repair approximately 850 feet of the City of Ironwood Department of Public Works (DPW) storage yard fencing in the amount of \$6,899.00.

City Manager Scott Erickson addressed the additional maintenance and repairs needed to the storage yard fencing beyond the damage sustained from the vehicle previously addressed in Item N. Three quotes were received, with Fortress Fence being the low quote.

Motion was made by Semo, seconded by Mildren to approve quote and authorize Fortress Fence to repair approximately 850 feet of the City of Ironwood Department of Public Works (DPW) storage yard fencing in the amount of \$6,899.00. Unanimously passed by roll call vote.

P. Discuss and consider approving Resolution #022-007 Performance Resolution for Governmental Agencies required by the Michigan Department of Transportation (MDOT) authorizing City Manager to apply for any necessary permits.

City Manager Scott Erickson noted this is an update to our current Performance Resolution, consisting of a clerical clean-up by the Michigan Department of Transportation, to remove the term “Municipal Utility”, to be replaced with “Municipality”

***Motion** was made by Semo, seconded by Korpela, to approve Resolution #022-007 Performance Resolution for Governmental Agencies required by the Michigan Department of Transportation (MDOT) authorizing City Manager to apply for any necessary permits. Unanimously passed by roll call vote.*

- Q. Discuss and consider entering into a collaborative agreement with the Gogebic Range Health Foundation for the submittal of a Great Lakes Sports Commission Grant Application for the development of the Mt. Zion Mountain Bike Trails, with a \$10,000.00 match commitment from the City of Ironwood.

Community Development Director Tom Bergman addressed the Commissioners, stating back in 2021 there was a collaboration to apply for a trail accelerator grant specific to mountain biking on Mt. Zion. As a non-profit, the Gogebic Range Health Foundation has offered to apply. The City will actually manage the construction of the project. They are asking the City to provide a match of \$10,000.00. The Ironwood Tourism Council as well as Gogebic Community College will be providing matching dollars for the project. The grant is for up to \$150,000.00. with \$50,000.00 to match for a \$200,000.00 project total. The question of maintenance was addressed. Gogebic Community College has indicated offering an outdoor adventure education program in the future as part of their curriculum. SISU Dirt Crew would also fall under the realm of trails they will maintain. The grant is due March 31st.

***Motion** was made by Mildren, seconded by Semo, to enter into a collaborative agreement with the Gogebic Range Health Foundation for the submittal of a Great Lakes Sports Commission Grant Application for the development of the Mt. Zion Mountain Bike Trails, with a \$10,000.00 match commitment from the City of Ironwood. Unanimously passed by roll call vote.*

- R. Discuss and consider reappointment of City Manager Scott Erickson and Utility Manager Bob Tervonen to the Gogebic-Iron Wastewater Board and Authority.

***Motion** was made by Semo, seconded by Korpela, and carried to reappoint City Manager Scott Erickson and Utility Manager Bob Tervonen to the Gogebic-Iron Wastewater Board and Authority.*

- S. Discuss and consider approving employee recognition gratuity in the amount of \$250.00, recognizing the dedication and effort made by City Employees.

City Manager Scott Erickson stated this is follow-up from a citizen addressing City employees at the last meeting. Commissioners wanted to bring this back for discussion. It was noted that all staff go above and beyond, including the Department of Public Works (DPW), Public Safety, and the City Administrative Staff. The City Manager’s recommendation is for a one-time \$250 employee recognition for all 40 permanent employees. Commission discussed the procedure in future years, that something substantial should be given, could there be an increase in pay for employees, and other means to honor and recognize employees. The City Manager noted that

long term and perpetuity is something being addressed with the current union negotiations. This gratuity is being considered a one-time recognition opportunity.

Motion was made by Semo, seconded by Korpela to approve an employee recognition gratuity in the amount of \$250,000, recognizing the dedication and effort made by City Employees. Unanimously passed by roll call vote.

T. Manager's Report.

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

- * Thank you to the Commission on behalf of the employees, who will appreciate the gesture.
- * An update was given on the Water Treatment Facility. The consulting engineer is working on the final design. A final permit from EGLE is needed, and then it goes to Rural Development for final approval to go out to bid. The City Staff has a meeting Friday, April 1st with the consultant. This is a two-year project. Construction is scheduled for this summer through 2023.
- * Francis Street, between Lowell and Greenbush, is the other big utility project this summer. Coleman Engineering is going through the design, and it will go out for bid in a week or so. We will be getting the final permits on that. There will be a notice out to the neighborhood residents for an informational meeting open to the public, tentatively set for April 12th. Residents need to be informed as this will be disruptive while the project takes place.
- * The good news on Copper Peak receiving \$20 million in funding with the passage of Senate Bill 565 was discussed and what a great opportunity it is for the City of Ironwood and other communities in the area.

U. Other Matters.

Commissioner Mildren noted fundraising efforts taking place for the World Kitchen to feed the Ukrainian refugees as they cross the border into Poland. If anyone is looking to help, he wanted to mention this is a wonderful idea.

Commissioner Andresen wanted to address the volunteers for the Area Youth Soccer Organization (AYSO) and Little League. For the parents and friends who coach, thank you very much. He encouraged those interested to reach out. Now that it is Spring, these sports and activities begin.

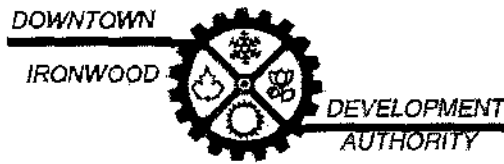
Mayor Corcoran questioned scheduling a future workshop regarding the American Rescue Plan Act (ARPA) funds. City Manager Scott Erickson confirmed there would be a workshop, but the City Staff is waiting to hear news on some State-approved funding that should be released in the next week. The City Staff is looking for further opportunities with the ARPA funds. Mayor Corcoran also thanked the City Manager for recognizing the City Staff.

V. Adjournment.

Motion was made by Semo, seconded by Mildren, and carried to adjourn the meeting at 6:10 P.M.

Kim S. Corcoran, Mayor

Wendy L. Hagstrom, City Clerk



**Proceedings of the Downtown Ironwood Development Authority
Thursday, November 18, 2021**

A regular meeting of the Downtown Ironwood Development Authority (DIDA) was held on Thursday, November 18, 2021 at 8:00 A.M. via Zoom video conferencing software.

1. Call to Order: Chairperson Amy Nosal called the meeting to order at 8:00 A.M.
2. Recording of the Roll.

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Cathy Flory	X			
Nancy Korpela, Vice		X	X	
Kim Corcoran	X			
Vacant				
Amy Nosal	X			
Vacant				
Ivan Hellen	X			
Anna Lovelace	X			
Bruce Greenhill	X			
	6	1	Quorum	

Also, present: Community Development Director, Tom Bergman, and Community Development Assistant, Tim Erickson.

3. Approval of the October 28, 2021 Meeting Minutes:
Motion by Corcoran to approve the meeting minutes. Second by Hellen. Motion carried 5 to 0.
4. Approval of the Agenda:
Motion by Hellen to approve the agenda. Second by Corcoran. Motion carried 5 to 0.
5. Citizens wishing to address the Authority on Items on the Agenda (Three-Minute Limit):
None.
6. Citizens wishing to address the Authority on Items not on the Agenda (Three-Minute Limit):
None.

7. Receive and place on file the Monthly Financial Report: Bergman presented the financial report.

Motion by Corcoran to receive and place on file the Financial Report. Second by Flory. Motion carried 6 to 0.

8. Items for Discussion and Consideration.

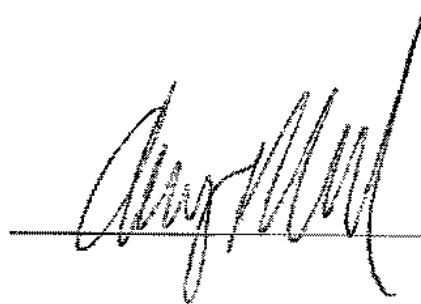
- A. Update on downtown lighting: Volunteers helped install the lights downtown but still have more to complete. The Pocket park was discussed because the master gardeners haven't installed holiday lights in previous years. Nosal will look into this.
- B. Update on Zoning Ordinance Revision: The City of Ironwood will be holding a public hearing on December 2nd. The ordinance will be posted on the website soon. The Planning Commission and City Commission will be having a combined workshop in December. The ordinance will be adopted in January.
- C. Goal Setting for 2022 – Review of 2021 goals and discussion: Discussion was tabled until the next meeting.
- D. First Friday Update: The 2022 First Friday schedule was solidified at the last committee meeting. Nosal presented the schedule. The Committee will be meeting monthly on the Wednesday following each First Friday at 8:00 a.m. at the co-op. The committee discussed where the funding comes from and the possibility to fund music.

9. Other Business: Corcoran thanked all the volunteers that helped out with the downtown lighting. She brought up the snow removal process and asked to look into snow removal requirements. Greenhill would like to review the document and process.

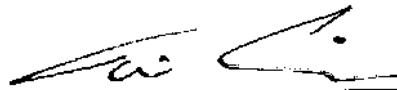
10. Next Meeting: Thursday, December 16, 2021 at 8:00 a.m.

11. Adjournment.

Motion by Corcoran to adjourn the meeting, second by Greenhill. Motion carried 5 to 0.



Amy Nosal, Chair



Tim Erickson, Community Development Assistant



**Proceedings of the Downtown Ironwood Development Authority
Thursday, December 16, 2021**

A regular meeting of the Downtown Ironwood Development Authority (DIDA) was held on Thursday, December 16, 2021 at 8:00 A.M. via Zoom video conferencing software.

1. Call to Order: Chairperson Amy Nosal called the meeting to order at 8:00 A.M.
2. Recording of the Roll.

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Cathy Flory	X			
Nancy Korpela, Vice		X	X	
Kim Corcoran	X			
Vacant				
Amy Nosal	X			
Vacant	X			
Ivan Hellen	X			
Anna Lovelace	X			
Bruce Greenhill	X			
	7	1	Quorum	

Also, present: Community Development Director, Tom Bergman, and Community Development Assistant, Tim Erickson.

3. Approval of the November 18, 2021 Meeting Minutes:
Motion by Corcoran to approve the meeting minutes. Second by Hellen. Motion carried 6 to 0.
4. Approval of the Agenda:
Motion by Corcoran to approve the agenda. Second by Flory. Motion carried 6 to 0.
5. Citizens wishing to address the Authority on Items on the Agenda (Three-Minute Limit):
None.
6. Citizens wishing to address the Authority on Items not on the Agenda (Three-Minute Limit): Meyer with the Ironwood Chamber of Commerce talked about the successes with the Jack Frost Parade. He received pictures from a photographer that he is hoping

to use for further promotion. The Chamber awards banquet will be taking place at the Aurora Club in January. He discussed a meeting with WUPPDR that he attended at a local restaurant.

7. Receive and place on file the Monthly Financial Report: Director Bergman presented the financial report.

Motion by Corcoran to receive and place on file the Financial Report. Second by Flory. Motion carried 7 to 0.

8. Items for Discussion and Consideration.

- A. Update on Zoning Ordinance Revision: Adoption will be concluded in February because of needed discussion with a few controversial topics.
- B. Goal Setting for 2022 -- Review of 2021 goals and discussion: Director Bergman gave an update on the 2021 DIDA goals. Hellen will check into a cheaper option for the downtown historical signage.
- C. First Friday Update -- Approval of 2022 First Friday Schedule: Amy Nosal discussed the events. Corcoran asked about how to include different businesses in the events.

Motion by Flory to approve the 2022 First Friday Schedule. Second by Corcoran. Motion carried 6 to 0.

- D. Approval of Meeting Schedule for 2022 (Jan. 27, Feb. 24, Mar. 24, Apr. 28, May 26, Jun. 23, Jul. 28, Aug. 25, Sep. 29, Oct. 27, Nov. 17, Dec. 15).

Motion by Flory to approve the Schedule. Second by Hellen. Motion carried 6 to 0.

9. Other Business -- Future meeting formats: The use of Zoom for meetings will expire at the beginning of January. If the State doesn't make a change, the members of the boards will need to be physically present for future meetings.

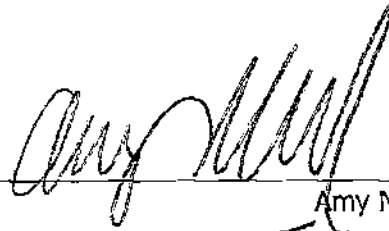
Corcoran brought up the need to tell businesses how to properly shovel the sidewalk in front of their business. She would like to give businesses more details with the map and letter that goes out. Flory talked about the need to have the sidewalks wide enough for a pallet to get through.

Bergman mentioned that the DIDA has two openings on the board.

10. Next Meeting: Thursday, January 27, 2022 at 8:00 a.m.

11. Adjournment.

Motion by Corcoran to adjourn the meeting, second by Korpela. Motion carried 5 to 0.



Amy Nosal, Chair



Tim Erickson, Community Development Assistant



**Proceedings of the Downtown Ironwood Development Authority
Thursday, January 27, 2022**

A regular meeting of the Downtown Ironwood Development Authority (DIDA) was held on Thursday, January 27, 2022 at 8:00 A.M. via Zoom video conferencing software.

1. Call to Order: Chairperson Amy Nosal called the meeting to order at 8:00 A.M.
2. Recording of the Roll.

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Cathy Flory	X			
Nancy Korpela, Vice		X	X	
Kim Corcoran	X			
Vacant				
Amy Nosal	X			
Vacant	X			
Ivan Hellen	X			
Anna Lovelace	X			
Bruce Greenhill	X			
	7	1	Quorum	

Also, present: Community Development Director, Tom Bergman, and Community Development Assistant, Tim Erickson.

3. Approval of the December 16, 2021 Meeting Minutes:
Motion by Corcoran to approve the meeting minutes. Second by Flory. Motion carried 5 to 0.
4. Approval of the Agenda:
Motion by Hellen to approve the agenda. Second by Corcoran. Motion carried 5 to 0.
5. Citizens wishing to address the Authority on Items on the Agenda (Three-Minute Limit):
None.
6. Citizens wishing to address the Authority on Items not on the Agenda (Three-Minute Limit):
Director Meyer from the Ironwood Chamber of Commerce addressed the Authority. He gave an update on Festival Ironwood and is in the planning phase.

Chairperson Amy Nosal was awarded volunteer of the year. He also discussed other awards that were given from the Ironwood Chamber of Commerce.

7. Receive and place on file the Monthly Financial Report: The Authority reviewed the report.

Motion by Corcoran to receive and place on file the Financial Report. Second by Hellen. Motion carried 5 to 0.

8. Items for Discussion and Consideration.

A. Update on Zoning Ordinance Revision: No update.

B. Goal Setting for 2022 – Review of 2021 goals and discussion: The authority discussed ways to get businesses more involved for First Friday's and more ways to communicate with businesses and new businesses. The goal of presenting input regarding a new downtown entrance sign was added. Hellen discussed the historic signage. A great deal of discussion was about involving businesses in First Friday meetings and/or events through various methods.

Motion by Flory to accept the presented goals. Second by Lovelace. Motion carried 5 to 0.

C. First Friday Update – Approval of 2022 First Friday Schedule: The schedule was discussed with one month needing a theme. This item will be discussed with the committee and then brought back to the Authority for approval.

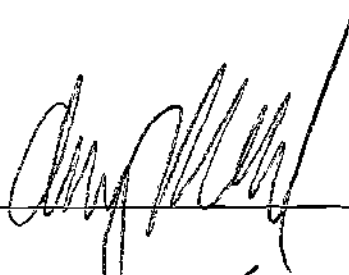
D. TIF District Update: Director Bergman is at a conference with the MEDC and will be potentially discussing this project with them.

9. Other Business: None.

10. Next Meeting: Thursday, February 24, 2022 at 8:00 a.m.

11. Adjournment.

Motion by Flory to adjourn the meeting, second by Corcoran. Motion carried 5 to 0.



Amy Nosal, Chair



Tim Erickson, Community Development Assistant



**Proceedings of the Downtown Ironwood Development Authority
Thursday, February 24, 2022**

A regular meeting of the Downtown Ironwood Development Authority (DIDA) was held on Thursday, February 24, 2022 at 8:00 A.M. via Zoom video conferencing software.

1. Call to Order: Chairperson Amy Nosal called the meeting to order at 8:01 A.M.
2. Recording of the Roll.

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Cathy Flory		X	X	
Nancy Korpela, Vice	X			
Kim Corcoran	X			
Vacant				
Amy Nosal	X			
Vacant				
Ivan Hellen	X			
Anna Lovelace	X			
Bruce Greenhill	X			
	6	1	Quorum	

Also, present: Community Development Director, Tom Bergman, and Community Development Assistant, Tim Erickson.

3. Approval of the January 27, 2022 Meeting Minutes:
Motion by Corcoran to approve the meeting minutes. Second by Hellen. Motion carried 6 to 0.
4. Approval of the Agenda:
Motion by Corcoran to approve the agenda. Second by Greenhill. Motion carried 6 to 0.
5. Citizens wishing to address the Authority on Items on the Agenda (Three-Minute Limit): None.
6. Citizens wishing to address the Authority on Items not on the Agenda (Three-Minute Limit): None.

7. Receive and place on file the Monthly Financial Report: The Authority reviewed the report.

Motion by Corcoran to receive and place on file the Financial Report. Second by Korpela. Motion carried 6 to 0.

8. Discuss and Consider Flower Basket Order and donation letter: Bergman presented the memo. The Authority discussed increasing the donation

Motion by Hellen to approve the purchase of 75 baskets and to change the donation letter to request \$45 per basket. Second by Corcoran. Motion carried 6 to 0.

9. Items for Discussion and Consideration.

A. Update on Zoning Ordinance Revision: Director Bergman gave an update on the completion of the zoning ordinance. There has been some discussion on regulating medical marijuana locations within the City of Ironwood.

B. 2022 Goals – Short Term

- Downtown Development Plan and TIF Plan: The City is moving forward with a company to do the plans. The cost came in under budget and stakeholders will be engaged.
- Historic Signage Downtown Project: The small group will meet soon. Twenty different sites will have historical signage that will correspond with a brochure. They discussed having a corresponding webpage with corresponding QR codes. The Committee will meet Monday, March 7 at 2:00 p.m.
- Support businesses with snow removal procedures: Discussion will happen in the next several months.
- Develop First Friday scheduling and Committee outreach:
- Promote Downtown cleanliness: Corcoran discussed getting more trash cans for the area. Corcoran asked who's responsibility the trees would be. Bergman suggested talking with Darrin Kimbler for some suggestions.
- Improve parking information: They discussed having better signage or advertisement for parking in downtown. The DIDA could have a parking map. Tim and Jason will work together to get a map together.
- Downtown Entrances (Discussion with City Commission): The Authority discussed collaborated discussion with the City Commission for a new sign.

C. 2022 Goals – Long Term

- Connect and Develop Montreal River Trail: No update.
- Downtown Improvement with MEDC: The downtown development plan will help the DIDA to identify improvements to buildings and infrastructure.
- Support efforts to improve housing analysis and development: WUPPDR is doing a housing study which will be relevant to the downtown. The City has a small

amount of money for façade improvements. The MEDC doesn't have a facade program, but they do have full building rehab grants. Greenhill suggested getting funding for buildings on the historical register.

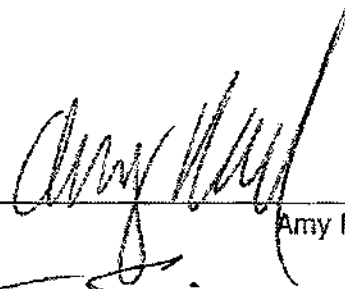
D. First Friday Update – Approval of 2022 First Friday Schedule: No update.

10. Other Business: Hellen brought up the ice rink in the City square. Hellen asked about the marijuana microbusiness in the downtown. He brought up the First Friday pride fashion show. Corcoran asked about filling the vacancies.

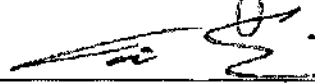
11. Next Meeting: Thursday, March 24, 2022 at 8:00 a.m.

12. Adjournment.

Motion by Corcoran to adjourn the meeting, second by Hellen. Motion carried 6 to 0.



Amy Nosal, Chair



Tim Erickson, Community Development Assistant

**IRONWOOD HOUSING COMMISSION
REGULAR MEETING MINUTES
FEBRUARY 8, 2022
PIONEER PARK APARTMENTS – COMMUNITY ROOM
515 E. VAUGHN STREET – IRONWOOD, MI. 49938**

The regular meeting of the Ironwood Housing Commission was held on February 8, 2022 in the Community Room at Pioneer Park Apartments at 515 E. Vaughn Street, Ironwood, MI. 49938. The meeting was open to the public for in person or available online by Zoom.

Present: - Adrienne Chase
Annabelle O'Brien
Heidi Brown

1. Call to Order

The meeting was called to order by President O'Brien, followed by the Pledge of Allegiance.

2. Minutes of January 11, 2022 meeting

Motion by Brown, Seconded by Chase, Unanimously approved through roll call vote to approve minutes of the January 11, 2022.

3. Old Business - None

4. New Business - None

5. Consent Agenda

A-Current Vacancy Report

B-Account A/R Balance Report as of 02/04/2022

C-Supplementary Statement of Income & Expense as of Nov. 30, 2021

D-Bank Account Reconciliation Report as of November 30, 2021

E-Supplementary Statement of Income & Expense as of Dec. 31, 2021
F-Bank Account Reconciliation Report as of December 31, 2021
G-Financial Stmts., Journal Register, General Ledger as of Dec. 31, 2021

Motion by Brown, Seconded by Chase, Unanimously approved through roll call vote to accept the Consent Agenda-information only as is.

The director provided the Ironwood Housing Commissions current vacancy report for Public Housing, the Account A/R Balance report as of 02/04/2022, the Supplementary Statement of Income and Expense as of Nov. 30, 2021 which includes Revenue to date, Expense to date and total unrestricted net position as of Nov. 30, 2021, the Bank Account Reconciliation report as of Nov.30, 2021, the Supplementary Statement of Income & Expense as of Dec. 31, 2021 which includes Revenue to date, Expense to date and total Unrestricted net position as of Dec. 31, 2021, the Bank Account Reconciliation Report as of Dec., 31, 2021, the Financial Statements, Journal Register and the General Ledger as of December 31, 2021.

6. Disbursements of Checks # 21451 – 21488

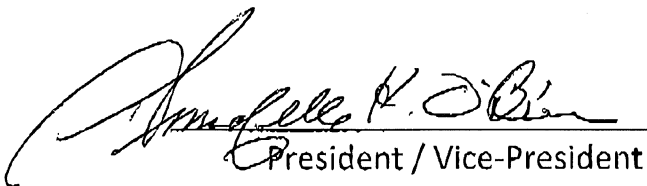
Motion by Chase, Seconded by Brown, Unanimously approved through roll call vote to approve the Disbursements of Checks # 21451 – 21488.

7. Commissioner Comments - None

8. Public Comments – None

9. Adjournments

Motion by Chase, Seconded by Brown, Unanimously approved through roll call vote to adjourn the meeting. The meeting adjourned at 4:10 p.m.


President / Vice-President

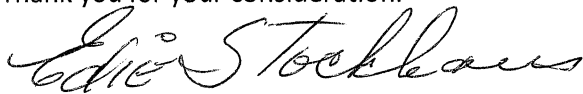

Executive Director / Secretary

March 29, 2022

City Commission Members:

The Ironwood American Legion Auxiliary, Unit #5, is requesting your permission for the sale of Poppys on May 19 & 20th in the City of Ironwood.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Edie Stockhaus". The signature is written in black ink and is positioned above the printed name.

Ironwood Legion Auxiliary, Unit #5

Edie Stockhaus

Poppy Chairman

Memo

To: Mayor & City Commission

From: Scott Erickson, City Manager/City Engineer

CC:

Date: April 11, 2022

Re: Discuss and Consider Awarding a Bid to Lulich Implement of Mason, WI for the purchase of two new Tractor/Mower for the City Department of Public Works and the Michigan Western Gateway Trail Authority (second tractor to be funded by the MWGTA)

Introduction

Previously the City Commission authorized bids for the purchase of new tractor mower for the City of Ironwood Department of Public Works and a second tractor/mower for the Michigan Western Gateway Trail Authority (Iron Belle Trail). The City will purchase the two tractor mowers from the equipment fund with the MWGTA reimbursing the City upon invoice being submitted to the MWGTA. The MWGTA has board has approved the reimbursement for this purchase.

There were four vendors who provided bids for this proposal. Each vendor provided multiple options they felt best met the bid specification. After reviewing the various proposals with the City Department of Public works, the vendor that most closely meets the bid specifications, at the most competitive price was Lulich Implement with a price of \$60,434.87 per tractor (which includes a four-wheel drive diesel tractor, rotary broom for sweeping, loader bucket and mid PTO flail mower).

Recommendation

It is recommended to authorize the purchase of two Tractor/Mowers from Lulich Implement in the amount of \$60,434.87 per tractor (price includes accessories).

BID OPENING: Wednesday, March 23, 2022 @ 10:00 AM

Full Descriptions Attached ✓

Bid Award

Action Taken:

~~Wendy Peterson~~
~~Julia Peterson~~
Jan Olin

Lulich

Kubota

Tractor: L4760HTC, 39.5 PTO HP

Warranty	2-Yr/3000 Hr. \$ 53,739.87	1-Yr/2250 Hr. \$ 52,989.87	No Warranty \$ 52,089.87
Loader	Included	Included	Included
72" Broom	Included	Included	Included
84" Flail Move	\$ 6,604.32	\$ 6,604.32	\$ 6,604.32

Total	\$ 60,344.19	\$ 59,594.19	\$ 58,694.19
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Lakeland Lawn & Equip.

John Deere

Tractor	5055 E, 45 PTO I + P	5065 E, 53 TPO	5075E,61 PTO I + P
	\$ 42,430.00	\$ 44,630.00	\$ 46,430.00
Warranty	N/A	N/A	N/A
Loader	Included \$ 5,200.00	Included \$ 5,200.00	Included \$ 5,200.00
72" Broom	Hydrolic/Included \$ 15,500.00	Included \$ 15,500.00	Included \$ 15,500.00
84" Flail Move (All Hydrolic)	78" Flail Berti TA 200	Hydrolic	Hydrolic
	\$ 12,475.00	\$ 12,475.00	\$ 12,475.00
	\$ 375.00	\$ 375.00	\$ 375.00
	\$ 75,980.00	\$ 78,180.00	\$ 79,980.00
Discount (Purchase 2)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)

Swiderski

New Holland

Tractor	Boomer 50, 42.5 PTO	Boomer 55, 46.7 PTO
	\$ 38,891.00 w/ Bucket	\$ 42,229.00
Warranty	N/A	N/A
Loader	Included	Included
60" Rotary Beam	72 inch \$ 9,602.00	\$ 9,602.00
57" Flail	Grino 160 Flail \$ 7,200.00	\$ 7,200.00
Rec-Wheel Weight	\$ 1,400.00	\$ 1,400.00
Total	\$ 55,693.00	\$ 59,031.00

(Total reflects w/out Rec-Wheel Weight cost)

Northland

John Deere

Tractor	3046 R (34 PTO hp)	4052 R (40 PTO hp)	440 R (40PTO hp)
	\$ 40,711.56	\$ 43,344.35	\$ 53,143.05
Warranty	N/A	N/A	N/A
Loader	\$ 6,170.80	\$ 6,444.67	\$ 6,202.07
60" Rotary Beam	\$ 6,386.02	N/A	\$ 7,723.10
57" Flail	\$ 8,656.62	\$ 8,656.62	\$ 8,326.78
Hydrolic Rotary Beam	N/A	\$ 19,089.36	N/A

\$ 61,925.00	\$ 77,535.00	\$ 75,395.00
\$ (59,654.00)	\$ (74,675.00)	

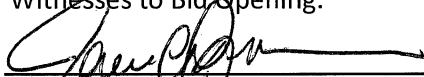
Discount cost (Purchase 2)	\$ 59,654.00	\$ 74,675.00
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DPW Wall Repair/Replacement

BID OPENING: Wednesday, March 30, 2022 @ 10:00 AM

Name of Bidder					Total
Nasi Construction LLC					\$129,910.58
A. Luppino, Inc.					\$202,095.02

Witnesses to Bid Opening:


Cheryl Hagstrom
Mona Mahy

Bid Award

Action Taken:



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

200 EAST AYER STREET • IRONWOOD, MI 49938 • PHONE: 906-932-5048

April 6, 2022

Mr. Scott Erickson, City Manager
City of Ironwood
213 S. Marquette Street
Ironwood, MI 49938

Re: Professional Engineering Services
2022 Water Main Intersection Replacement

Dear Mr. Erickson:

Coleman Engineering Company (CEC) appreciates the opportunity to provide this proposal for Professional Engineering Services for the 2022 Water Main Intersection Replacement. The City of Ironwood has identified the following five intersections with severe fitting deterioration that need replacement:

- Cloverland Drive and Florence Street
- Cloverland Drive and Cleveland Street
- Roosevelt Street and Leonard Street
- Roosevelt Street and Florence Street
- Cloverland Drive and Wilson Street

We understand that this project will be funded by the City of Ironwood and there will not be outside public funding requirements.

Base Scope of Services

CEC will perform engineering design, bidding and construction phase services for the above referenced projects.

- Engineering design includes the topographic survey and preparation of construction documents for water and street replacement as required for each individual area. At this time, we assume that there will be no replacement of lead service lines into houses.
- Bidding includes CEC leading a public bidding process using the Engineering Joint Contract Document Committee (EJCDC) documents that CEC typically uses for bidding City of Ironwood projects.
- Construction phase services includes providing a Resident Project Representative to provide oversight and inspection services, as well as leading the process for contractor pay applications,

change orders, RFIs, shop drawing review, and other contracting paperwork. CEC will also provide quality control testing services for the City of Ironwood for earthwork, gravel, concrete, and asphalt construction materials.

Fee

The professional engineering services for the Base Scope of Services described above will be completed on a time and materials basis not to exceed the amount of \$47,000.

The engineering fees have been derived from a calculation of our estimated time to perform the above-mentioned professional services. Should our actual costs be less than these estimates, CEC will only bill what our time and expenses are for the scope of services performed.

Schedule

Assuming a signed contract is received by mid-April of 2022, design services will begin immediately and the goal will be to have construction documents ready to bid by the end of May of 2022 (or sooner if possible). Assuming the bid process can be finalized in June of 2022, construction could start in July of 2022. A one-month construction process would be typical for this size of project. Please be advised that costs and material availability are extremely uncertain in the water industry. We cannot guarantee that contractors will be able to obtain materials in the stated time frames. After bids, we will need to evaluate the costs and schedules based on feedback from the bidders.

Acceptance

If you accept this proposal, please endorse the attached Work Order and return a signed copy to our office.

We appreciate the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (906) 932-5048.

Sincerely,

COLEMAN ENGINEERING COMPANY

A handwritten signature in blue ink, appearing to read 'Jeff Sjoquist', is written over the company name.

Jeff Sjoquist, P.E.
Principal

JSS/map

AGREEMENT NO. 200575
PROJECT NO. _____
WORK ORDER NO. _____

EXHIBIT "A"
WORK ORDER

COLEMAN ENGINEERING COMPANY and its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors, as the case may be, (collectively, "COLEMAN") agree to perform for CLIENT, on this specific Project, the Services described below. The services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated August 18, 2020, by and between COLEMAN and CLIENT, which Agreement is hereby amended to incorporate this Work Order.

It is agreed that this Agreement, and such other documents required by it during the term of this Agreement, may be approved by a signed copy transmitted by fax or .pdf copy containing all signatures in lieu of the original signed copy, and that a copy transmitted by fax or .pdf shall be legally binding upon the parties to said Agreement(s)."

PROJECT: 2022 Water Main Intersection Replacement
Professional Engineering Services

SERVICES: As described in our proposal letter dated April 6, 2022, a copy of which is attached and made part of this contract.

FEES: Services will be completed for a not to exceed fee of \$47,000.00 for the scope of work, the assumptions and the conditions set forth in our proposal dated April 6, 2022, a copy of which is attached and made part of this contract.

Please understand that services will be invoiced on a time and materials basis using our current standard fee schedule(s) and that our estimate of cost is based on our current understanding of the project requirements and the level of effort needed to complete the services. We will make every effort to not exceed our estimate but if the scope of services and the associated assumptions or conditions of our estimate change, we will need to discuss how the changes will affect our estimate. Out of scope services will not be completed until our estimate is adjusted and approved. In addition, if our understanding of the service changes, we will also cease work until we discuss and agree to proceed.

SPECIAL TERMS AND CONDITIONS:

During completion of this work, Coleman Engineering Company will not accept responsibility for the safety of individuals other than Coleman Engineering Company employees.

AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and COLEMAN is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

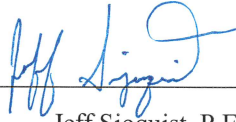
Requested By:

Accepted By:

CITY OF IRONWOOD

COLEMAN ENGINEERING COMPANY

By: Scott Erickson

By:  Jeff Sjoquist, P.E.

Title: City Manager

Title: Principal

Date: _____

Date: April 6, 2022

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



Phone: (906) 932-5050
Fax: (906) 932-5745
www.cityofironwood.org

IRONWOOD

MICHIGAN | *Find Your North*

April 4, 2022

To: Ironwood City Commission
Scott Erickson, City Manager

From: Bob Tervonen, City Utilities Manager 

Re: Request to Bid Tank Cleaning

I am requesting your approval to bid tank cleaning for the Mt. Zion and Jessieville water tanks as well as the clear well at the pump station. Upon receiving these bids I will forward a recommendation to you for your approval.

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



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





SLG LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words *you* and *your* in this Lease, we mean *you, our customer*, which is the Lessee indicated below. When we use the words *we*, *us* and *our* in this Lease, we mean the *Lessor, FIRST-CITIZENS BANK & TRUST COMPANY*. Our address is 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256. Phone 800-327-3333

Form AFS-SLGTL-LA-DS 2011.1 Page 1 of 2

CUSTOMER INFORMATION	Lessee Name	E-Mail Address	Tax ID # 386004566
	CITY OF IRONWOOD		Tax Exempt #
	Billing Street Address/City/State/Zip	Phone No.	Lease # 1776159
	213 S MARQUETTE ST STE 1, IRONWOOD, MI 49938	906-932-5050	
	Equipment Location Street Address/City/County/State/Zip		
	213 S MARQUETTE ST STE 1, IRONWOOD, GOGEBIC, MI 49938		

SUPPLIER INFORMATION	Supplier Name ("Supplier") PEAK COMMUNICATION, LLC
-------------------------	--

EQUIPMENT DESCRIPTION	Make/Model AVAYA / ip office /
--------------------------	--

END OF LEASE PURCHASE OPTION

Fair Market Value

TERM AND LEASE PAYMENT	Lease Term (Months)	Lease Payment	Documentation Fee	You agree to pay at the time you sign this Lease: 0 Mos. (\$0.00) Total Advance Lease payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.	Plus Applicable Taxes
	60	\$252.00	\$0.00		

INSURANCE AND TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS 1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease. If you have entered into a Supply Contract with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that you sign a Delivery and Acceptance Certificate and will continue for the number of months specified in this Lease unless renewed as set forth in this Lease or earlier terminated as set forth in Section 3 of this Lease. The Equipment will be deemed irrevocably accepted by you upon: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. (NOTE: Terms and Conditions continue on the following pages.)

By signing this lease: (i) you acknowledge that you have read and understand all of the terms and conditions of this lease, which is documented on our Form AFS-SLGTL-LA-DS 2011.1, (ii) you agree that if a copy of this lease is signed by you and the front of the copy is delivered to us by facsimile transmission or otherwise, to the extent any provisions are missing or illegible or changed (and not initialed by both you and us), the terms and conditions of our Form AFS-SLGTL-LA-DS 2011.1 in use on the date we receive the copy signed by you will be the terms and conditions of the lease, (iii) you agree that this lease is a net lease that you cannot terminate or cancel except as specifically provided herein, you have an unconditional obligation to make all payments due under this lease, and you cannot withhold, setoff or reduce such payments for any reason, (iv) you agree that you will use the equipment only for governmental purposes, (v) you warrant that the person signing this lease for you has the authority to do so, (vi) you confirm that you decided to enter into this lease rather than purchase the equipment for the lower total cash price, and (vii) you agree that this lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with federal law and the laws of the state of New York (without regard to the conflict of laws principles of such state). You consent to the jurisdiction of any court located within that state and waive any objection relating to improper venue or forum non conveniens. **BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

CITY OF IRONWOOD

Lessee
X
Authorized Signature

Print Name & Title _____ Date _____

FIRST-CITIZENS BANK & TRUST COMPANY

Lessor
X
Authorized Signature

Print Name & Title _____ Date _____

CERTIFICATION

I, _____ (Certifier), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ (Certifier's Title) of the Lessee identified above, which is In the State or a political subdivision or agency, duly organized and existing under the laws of the State of _____ (State); and that I Have custody of the records of Lessee; as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ (Name of Authorized Signatory of Lessee), is the _____ (Title) of Lessee and is duly authorized to Execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____.

Certifier's Signature
--SEAL--

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE; RECORDING.** Unless you have been granted a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due to or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

13. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 90 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexhausted and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

PEAK PRODUCT-SERVICE AGREEMENT

Customer Name	Peak Communication Contacts	Approximate Installation Date
CITY OF IRONWOOD	TREVA OCHOA/MICHAEL SMITH	April, 2022
Billing Address	Customer Contact	Installation Address
213 S. MARQUETTE STREET, STE 1 IRONWOOD, MICHIGAN 49938	Wendy Hagstrom	213 S. MARQUETTE STREET, STE 1 IRONWOOD, MICHIGAN 49938
Telephone		
(906) 932-5050		
Wiring ☐ New ☒ Reuse	Installation ☒ Yes ☐ No	

Quantity	Item	Monthly
1	AVAYA IPO IP500 V2 CONTROL UNIT	
1	AVAYA IPO IP500 V2 SYSTEM SD CARD MU-LAW	
1	AVAYA IPO R11 USER/ADMIN SET DVD	
2	AVAYA IPO 500 EXTENSION CARD DGTL STA 8	
2	AVAYA IPO IP500 V2 COMBINATION CARD ATM V2	
1	AVAYA IP OFFICE POWER LEAD (EARTHED) US	
1	AVAYA IPO 500 WALL/RACK MOUNTING KIT	
1	AVAYA IP OFFICE R11 ESSENTIAL EDITION LIC: DS LICENSE ONLY	
1	AVAYA B149 ANALOG CONFERENCE PHONE	
14	AVAYA 9508 DIGITAL TELSET FOR CM/IE/IPO UpN (ICON ONLY)	
1	9508 WALL MOUNT KIT	
11	EXTENDED LENGTH (25 FT.) REPLACEMENT HANDSET CORDS FOR MODEL 9508 DIGITAL PHONES	
	IPO RTS 8X5 ONSITE APR NBD - 500 V2 1YPP	
	AVAYA FINANCIAL SERVICES	
	FMV BUYOUT - 60 MONTHS EXCLUDING SALES TAX	\$252.00



This Product & Services Order - Purchase Agreement ("Agreement") is by and between the legal entities that have executed this Agreement ("Peak Communication" and "Client"). This Agreement covers Products and Services for use only in the United State in the ordinary course of Client's Organization or Business, and not for the purpose of resale by Client. "Client's Organization or Business" shall include any entity controlling, controlled by or under common control with Client; "control" meaning the ability to direct management decisions or daily operations by means of ownership interest or contract.

The parties agree that the terms and conditions of this Agreement will govern the Client's purchase and/or license of equipment, software, and associated wire and cable ("Product"), and installation, maintenance and other related services ("Services") as described in this Agreement. No other terms and conditions will apply to Client's Order ("Order"), nor control over the Agreement. If Client submits its Order on Client's own Purchase Order form ("PO"), then the terms and conditions on Client's PO are expressly excluded.

1. CONTRACT PERIOD

A. This Agreement shall be effective from the date of execution by authorized representatives of both parties and shall remain in effect until terminated as set forth in this Agreement.

B. If Client orders Maintenance Service, it will commence on the expiration of the applicable warranty period for the term stated on the Maintenance Service Agreement Form.

2. ORDER

A. Peak Communication's acceptance of Client's Order is subject to credit approval and to Client's remittance of the initial payment as set forth in the Purchase Agreement. Subsequent Orders, excluding Change Orders, with a purchase price or license fee of less than \$5,000 for additions or modifications to the Products and Services acquired hereunder ("Add Ons") may be purchased by Client via telephone, fax, U.S. mail, or email under this Agreement. The price of Add Ons will be negotiated between Peak Communication and the Client.

B. When applicable, the parties will mutually agree upon a Scope of Work that describes the responsibilities of each party with respect to installation or other Services to be provided. The Scope of Work shall be made part of the applicable Order when signed by both parties. Client's failure to perform its responsibilities on the dates specified in the Scope of Work may result in a delay of the Order, or may result in an increase in the prices stated on the applicable Order Summary Form or Scope of Work.

3. IMPLEMENTATION

A. The "Delivery Date" is the date Peak Communication delivers the Products to the Client's location. The "In-Service Date" is the date that Products are substantially in operation in accordance with the manufacturer's standard specifications and any additional documentation accompanying the Product (collectively referred to as "Specifications") is available for use by the Client.

B. Any mutually agreed upon changes made to the Order before the Delivery or In-Service Date shall be documented on a Change Order form ("Change Order"). The Change Order form shall state the applicable adjustments to the cost of the Order including any applicable shipping charges or cancellation charges.

C. If Client requests a delay in the Delivery Date or In-Service Date, Peak Communication at its option may (1) delay the Delivery Date or In-Service Date subject to any increase in the prices and charges on the Order; (2) deliver the Products and invoice Client for the purchase price or license fee plus any applicable charges for Services performed, in which case installation will be rescheduled at a mutually agreeable time; or (3) cancel the Order and bill Client for cancellation charges as set forth in Section 11. Peak Communication may, at its option, perform a site survey to identify Client's specific installation requirements. If the site survey cannot be performed before Peak Communication's acceptance of the Order, it will be scheduled by mutual agreement of the parties. Upon completion of the site survey, Peak Communication will identify and communicate to Client any additional charges that may apply as a result of the site survey on a Change Order. If Client does not agree to such additional charges, client may cancel the Order without liability for cancellation charges.

4. MAINTENANCE SERVICES & WARRANTIES

A. Maintenance Services include all labor and replacement parts and/or Products required to provide remedial repair of Products during the warranty period, or for Products covered by an Order for post-warranty maintenance Service ("Maintenance Service"). PARTS AND PRODUCTS REPLACED UNDER MAINTENANCE SERVICE MAY BE NEW, REMANUFACTURED OR REFURBISHED. Any removed parts and/or Products will become the property of Peak Communication or Avaya.

B. Maintenance Service coverage will be in accordance with the option(s) described in a separate Service Agreement Supplement and selected by Client on a Maintenance Services Order form.

C. For Products receiving warranty and post-warranty service directly from the manufacturer, Peak Communication will supply Client with the contact information for registration and service requests during the warranty period. If a Product does not operate in accordance with the Specifications during the manufacturer's warranty period, Client will call the manufacturer's Technical Assistance Center ("TAC") and the manufacturer will be responsible for performing all required warranty work in accordance with the terms of its warranty.

D. The Avaya product warranties provided in this Section 4 are limited to the normal and usual use and operation of the Product by Client in accordance with the manufacturer's standard operating instructions. Avaya's warranties and Maintenance Services do not cover and specifically exclude all claims resulting from the following: (1) abuse or misuse of Product; (2) Client's failure to follow the manufacturer's installation, operation or maintenance instructions; (3) environmental and force majeure conditions listed in Section 13; (4) failure of network carriers or transmission errors experienced over Internet or other facilities; (5) attachment of equipment to Product except through standard interfaces; or (6) actions of non-Peak Communication personnel including loading of software onto Product or any other modification to Product, except as approved in writing by Peak Communication.

E. Peak Communication does not warrant uninterrupted or error free operation of the Products. In addition, although Products are designed to be reasonably secure, Peak Communication makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Password Reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Products with these features or separately ordering such features, Client assumes all responsibility for assuring their proper and lawful use.

F. Peak Communication shall have no liability for the delay in or failure to perform any Services to the extent that such failure or delay results from the following: (1) delay by Client, any agent or representative of Client; (2) Client's failure to provide environmental conditions, access to the location where the work is to be performed, including without limitation remote access to Products, entrance to buildings, rooms, sites, or network facilities, or any information or other resources which may be set forth in a Scope of Work for Installation Services; (3) Client's failure to make payments when they are due; (4) Force Majeure conditions as set forth in Section 13.

G. The decision to acquire or use hardware, software (in any form), networks, supplies, facilities or services from parties other than Peak Communication ("Third Party Products") is Client's, even if Peak Communication helps Client identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, PEAK COMMUNICATION IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE TO MEET CLIENT'S EXPECTATIONS WILL NOT AFFECT CLIENT'S OBLIGATIONS TO PEAK COMMUNICATION.

5. CLIENT'S RESPONSIBILITIES

A. In addition to Client's responsibilities set forth elsewhere in this Agreement, Client agrees to notify Peak Communication prior to moving a Product under warranty or an Order for Maintenance Services. Additional charges may apply if Peak Communication incurs additional costs in providing services as a result of a move of a Product.

B. If the Product supports Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities; Client may experience certain compromises in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if Purchaser fails to follow Peak Communication or Avaya's recommendations for configuration, operation and use of the Product. CLIENT ACKNOWLEDGES THAT IT IS AWARE OF THESE RISKS AND THAT IT HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT. CLIENT ALSO ACKNOWLEDGES THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, CLIENT IS SOLELY RESPONSIBLE FOR (1) ENSURING THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION, AND (2) BACKING UP ITS DATA AND FILES.

6. PRICE AND PAYMENT

A. Client agrees to make the initial payment for Products and Services indicated on the Purchase Agreement. Peak Communication/Avaya Financial Services will invoice Client for the balance, adjusted to reflect all advance payments and any Change Orders, on the Delivery Date or the In-Service Date, whichever is applicable. Client agrees to pay invoices upon receipt. Any invoices not paid within thirty (30) days after receipt of invoice are subject to a late payment fee of one and a half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law, whichever is lower, on the unpaid balance. Restrictive endorsements or other statements on checks will not apply.

B. Client agrees to reimburse Peak Communication/Avaya Financial Services attorneys' fees and related costs associated with collecting delinquent payments. Late fees or attorneys' fees shall not apply to balances in dispute resolved in the Client's favor.

C. Unless Client provides Peak Communication with a tax exemption certificate, Client is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Products, except for any income tax assessed upon Peak Communication. Client will pay all shipping, handling, rigging and other destination charges relating to the shipment and delivery of the Products to the location specified on the applicable Order.

7. TITLE/RISK OF LOSS

Risk of loss for Products shall pass to Client on the Delivery Date. Client will acquire good and free title to Products purchased upon full payment of charges invoiced, except that title to software will remain with the manufacturer of the software.



8. SECURITY INTEREST

In the event that title shall be deemed to have passed, Peak Communication reserves the right to file a security interest in the Products until the purchase price and any installation charges are paid in full. You agree to execute and deliver all documents reasonably requested by Peak Communication to protect and maintain Peak Communication's security interests. You appoint Peak Communication as your agent to sign and file a financing statement to perfect Peak Communication's security interest.

9. SOFTWARE LICENSE

Client shall receive the right to use software pursuant to the conditions and provisions of the attached Avaya Global Software License Terms agreement, which are expressly included and herewith made a part of this Agreement.

10. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY

A. EXCEPT FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON, THE ENTIRE LIABILITY OF PEAK COMMUNICATION, ITS PARENT, RELATED COMPANIES, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND CLIENT'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT SHALL BE: (1) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN THE AVAYA WARRANTIES GENERAL CONDITIONS DOCUMENT; (2) FOR PEAK COMMUNICATION'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OR CONDITION OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER PEAK COMMUNICATION'S RECEIPT OF WRITTEN NOTICE FROM CLIENT, CLIENT'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES OR CHARGES FOR PRODUCTS AND SERVICES NOT YET PROVIDED; (3) FOR CLAIMS OTHER THAN SET FORTH ABOVE, PEAK COMMUNICATION'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE/LICENSE FEE OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

B. EXCEPT TO THE EXTENT PROVIDED IN 10.A. ABOVE, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"). NEITHER PARTY SHALL BE LIABLE FOR THE TYPES OF DAMAGES STATED ABOVE WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

11. CANCELLATION/TERMINATION

A. Unless otherwise stated in a Scope of Work for Services, once a Service term has commenced for any initial or renewal term, Client may cancel coverage upon thirty (30) days written notice to Peak Communication. If Client notifies Peak Communication of its intent to cancel, Client will be responsible for 25% of the charges for the period of coverage up until the effective date of termination. Client further agrees that the cancellation charge is not a penalty, but is in lieu of the actual damages that Peak Communication will incur, the precise amount of which may be difficult to determine. For prepaid agreements, Peak Communication will refund or credit the pro rata price of the remaining term less the applicable termination charge. Peak Communication agrees that if its own breach of a material part of this Agreement causes the cancellation, the cancellation fee will not apply.

B. If either party fails to perform any material term or condition of this Agreement and such failure continues for thirty (30) days after receipt of written notice, such failure shall constitute a breach of this Agreement and the non-breaching party may terminate this Agreement and exercise any available rights subject to the provisions and limitations set forth in Section 11 or elsewhere in this Agreement.

12. SETTLEMENT OF DISPUTES

Any controversy or claim whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 12. If a Dispute arises, the parties will attempt to resolve the Dispute through good faith negotiation within forty-five (45) days of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, parties will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization.

Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the existence, content and result of mediation in confidence. If the Dispute is not resolved through mediation, claims may be brought in a state or federal court of competent jurisdiction.

13. FORCE MAJEURE

Neither party shall have liability to the other party for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, manufacturer caused equipment or part shortages, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, unauthorized use of the Products, or other causes beyond such party's control whether or not similar to the foregoing.

14. ASSIGNMENT

Neither Client nor Peak Communication may assign all or part of this Agreement without the express written consent of the other. This consent may not be unreasonably withheld. Either party may, however, assign this Agreement without the other's consent to a present or future parent, related companies, subsidiary, affiliate, or successor, and Peak Communication may also assign Peak Communication's right to receive payment under this Agreement. Client acknowledges that Peak Communication's consent to any assignment by Client does not waive assignee's obligation to pay any applicable license fees to the manufacturer for associated software.

15. SUBCONTRACTING

Peak Communication may subcontract all or part of the Services to be performed under this Agreement, but will retain full responsibility for performance of this Agreement.

16. NON-SOLICITATION

Neither party shall solicit for employment any personnel of the other party who has performed work for or received Services from the other party under this Agreement during or within six (6) months of the performance of such Services.

17. GENERAL

A. Any supplement, modification or waiver of this Agreement must be in writing and signed by an authorized representative of both Client and Peak Communication.

B. If either Client or Peak Communication fails to enforce any particular right or remedy available under this Agreement, that failure will not be considered to be a waiver of any other right or remedy available under this Agreement.

C. This Agreement is for the sole benefit of the parties and there are no intended third party beneficiaries of this Agreement.

D. If any provision of this Agreement is found to be illegal or unenforceable, that finding will not affect the validity of the remaining provisions of this Agreement, and a valid provision that most closely approximates the economic effect and intent of the illegal or unenforceable provision will be substituted for it.

E. All notices and other communications pertaining to this Agreement must be in writing, and will be considered to have been given on the date of receipt if personally delivered, or on the fifth business day after mailing if sent by certified mail, return receipt requested, postage prepaid at the addresses identified on the Purchase Agreement.

F. The substantive and procedural laws of the State of Colorado, without regard to any otherwise applicable choice or conflict of laws provisions, will govern this Agreement.

G. THIS AGREEMENT, INCLUDING ALL SUPPLEMENTS EXECUTED BY THE PARTIES AND ATTACHED HERETO OR REFERENCING THIS AGREEMENT, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

Each of the parties has caused this Purchase Agreement to be executed by its duly authorized representative as of the date written below:

PEAK COMMUNICATION, LLC:

NAME OF CLIENT:

(Legal Entity Name)

(Legal Entity Name)

(Authorized Signature)

(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



Memo

To: Mayor & City Commission

From: Scott Erickson, City Manager/City Engineer

CC:

Date: April 11, 2022

Re: Discuss and Consider Establishing Fees for the City of Ironwood
Compost Site

Introduction

The City of Ironwood is one of the few communities in our region to provide a managed compost site for composting of leaves/yard waste as well as tree and tree limb disposal for its residents. Last year the City cleaned up and re-established protocols for the facility, to successfully manage and operate the facility for generations to come. Previously the compost site was unmanaged, resulting in unregulated disposal as well as use of the facility by individuals and businesses from outside of the community.

To successfully manage the site the following operational efforts have been implemented:

1. A compost site attendant will be present during all compost drop off times.
2. Compost site hours will be established to insure an orderly and well managed operation.
3. Compost site leaf and vegetation rows will be established for an effective and functional composting operation. Compost rows will be "turned" on a bi-weekly basis (or as recommended for proper composting) to effectively compost annually.
4. A tree and branch drop off location will be established at the site. Annual or bi-annual contract chipping of the woody materials will occur.

5. Fees will be established to help manage City costs associated with the operations of this facility and help insure the long-term sustainability of this service to the public.

Recommendation

It is recommended to approve the proposed compost site fees for 2022.

City of Ironwood Compost Site

2022 Fee Schedule

Brush/Trees/Branches:

- Pickup Truck

Ironwood Resident \$ 5.00 per load

Non-resident \$15.00 per load

- Small Trailer

Ironwood Resident \$ 5.00 per load

Non-resident \$15.00 per load

- Commercial sized trailer or Dump Truck: \$50 per load (residents only)

- Commercial Tree Company (or equivalent) annual fee: \$3,000.00 (Jan 1 – Dec 31 annually)



MEMO

To: Mayor Corcoran and the City Commission

From: Tom Bergman, Community Development Director

Date: April 5, 2022

Meeting Date: April 11, 2022

Re: Hotel Feasibility Study

Background

Over the last several years the City has experienced an increase of tourism. Looking forward, we believe that increase will continue with the continued development of tourist-based infrastructure. Projects like the renovation of Copper Peak, continued trail development, and the increase in Ironwood's presence on social media will all contribute to an increased demand in accommodations. This is an opportune time to invest in a hotel feasibility study that can be used as a tool for attracting a hotel developer to the area. A hotel study will also help support our Downtown Development Plan process and the provide important information for our next revision of the Comprehensive Plan. A hotel feasibility study will provide a snapshot of our community to indicate lodging gaps in our tourism economy. This would apply to both commercial districts, highway and downtown. Once the study is started, we expect it to take 30-60 days to complete. We are requesting \$12,500 to provide a hotel feasibility study for the City of Ironwood. The funding would come from general fund/fund balance.