

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, APRIL 4, 2016 - 6:30 P.M.
A G E N D A**

- I. Roll Call
 - II. Consent Agenda
 - A. Minutes of the March 21, 2016, Regular Meeting (#1-5)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#73-77)
 - III. Public Forum
 - IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Public Works Director's Report
 - 1. Authorization to Advertise for Summer Employees (#6)
 - D. Library Director/Special Events Coordinator's Report
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. Library Board
 - 1. Library Substitute Position (#7)
 - H. Parks and Recreation Board
 - 1. Authorization to Advertise for Summer Employees (#8-9)
 - 2. Approve Agreement for Campground Caretaker (#10-12)
 - I. Liaison Reports
 - V. Unfinished Business
 - VI. New Business
 - A. Resolution Number 20-16 Authorizing Application to the PFA (#13-14)
 - B. Resolution Number 21-16 Adopting Records Retention Schedule (#15-33)
 - C. Resolution Number 22-16 Approving Development Agreement (#34-69)
 - D. Ordinance Number 01-16 Lock Box Requirements (#70-72)
 - VII. Communications (#73-77)
 - VIII. Announcements
 - IX. Adjourn
- # Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
March 21, 2016

Mayor Skalko called the City Council meeting to order at 6:34p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Alan Stanaway, Tony Zupancich and Mayor Gary Skalko. Also present were: Michael Downs, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; John Backman Sheriff's Department and Bryan Lindsay, City Attorney. Absent: Craig J. Wainio, City Administrator and Rod Flannigan, City Engineer.

It was moved by Skalko and seconded by Tuomela that the consent agenda be approved as follows:

1. Approve the minutes of the March 7, 2016, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period March 1-15, 2016 totaling \$752,227.54 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period March 1-15, 2016, totaling \$264,207.49 (a list is attached and made a part of these minutes).

The motion carried on a roll call vote with all members present.

Public Forum

At 6:35p.m., it was moved by Zupancich and seconded by Tuomela to recess the regular City Council meeting and enter into public forum hearing for Tax Increment District. Motion carried unanimously.

- Tax Increment District-to set up Tax Increment Financing for a Strip Mall, to help defray cost for infrastructure and site improvements within the area. Residents and those opposing had the opportunity to write in opposition, none received. This District would bring in roughly 50 jobs to the region.

At 6:37p.m., it was moved by Zupancich and seconded by Tuomela to close the public forum hearing and reconvene the regular City Council meeting. Motion carried unanimously.

Mayor's Report:

- Condolences to Craig Thomas' family.
- Condolences to Larry Moore's family.
- Congratulations to Mountain Iron-Buhl Girls Basketball team on their season as well as at the Semi-finals, bringing home 3rd place.
- Attended training conducted at Iron World "Recharging the Range." Study completed in 2014; showed that \$3.5 billion tons of Iron Ore was mined worldwide, with only 50 million mined domestically; but only 40 million tons of Iron ore mined in Minnesota, roughly 1.5% mined domestically within the United States.
- The City of Mountain Iron receives 1/3 of its money from Taconite production based on 3 year period of average tonnage; budget going to be effected due to a decrease in Iron Ore being mined domestically/locally, effecting not only Governments, but Cities School Districts and even IRRRB.

It was moved by Prebeg and seconded by Stanaway to extend the position of Library Substitute position to Roxanne Reed, pending physical, drug test and background check. Motion carried unanimously.

The Director of Public Works reported on the following:

- Clear up miscommunication, the City of Mountain Iron is not charging residents the \$1000 for AMR/AMI per meter installation, free of charge, the City has already paid for these.
- Also being said that a majority of residents would have to change their electric services to accommodate the new meters, not true, roughly 12-14 that may have to be changed. However roughly have may be able to retrofit these meters to work with upgrades. Those affected should be receiving letters soon that they will need to request an upgrade in their meters.

Library Director/Special Events Coordinator report.

- March 23rd at 10:30-Mthyology interactive play
- March 26th at noon-31st Annual Easter Egg Hunt
- April 1st Library Hours changed, M-F 11am-6pm and Friday and Saturday 10am-2pm

Sheriff's department:

- No formal or informal report at this time

It was moved by Zupancich and seconded by Tuomela to grant the Library Board permission to have three items removed from the Library basement room and disposed of through DoBid.com. The selected items for disposal are a trophy case, small wooden shelf and a record player stand. The motion carried unanimously.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 18-16; authorizing The City of Mountain Iron to modify the Development Program for Municipal Development District No. 1, establish Tax Increment Financing District No. 1-15; therein and approve and accept the proposed Tax increment Financing Plan (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Stanaway and seconded by Tuomela to adopt Resolution Number 19-16; authorizing the City of Mountain Iron to support the access agreement on State Lands in relation to Twin Metals MN (a copy is attached and made a part of these minutes). The motion carried unanimously.

- Stanaway mentioned that the Range Association Municipalities and Schools has asked for a meeting with the governor of Minnesota in regards to not allowing, surveying or exploring of Minnesota's Duluth Complex (Twin Metals Minnesota project) tentatively scheduled for April 1st.

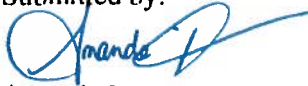
It was moved by Prebeg and seconded by Zupancich to table Contract of Agreement of Services between Jill Clark and Judy Seurer until next meeting until further information, numbers and data can be gathered. Motion carried unanimously that the City Attorney, Bryan Lindsey and City Administrator, Craig Wainio would discuss contract further.

The Council reviewed the list of communications.

Discussion in regards to International Organization for Standardization's (ISO) rating was calculated, would like a representative to come and explain how ratings were calculated. Insurances rates are based on International Organization for Standardization rates, would like an individual to explain how they arrived at International Organization for Standardization rating, for most Insurers use International Organization for Standardization's Public Protection Classification (PPC) survey results in regards to classifications for underwriting and calculating premiums for residential, commercial and industrial properties.

At 7:15 p.m., it was moved by Skalko and seconded by Tuomela that the meeting be adjourned. Motion carried with all members present.

Submitted by:



Amanda Inmon
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Thank you, from Mary Jo Glavan for the retirement Coffee'n cake, plaque and generous retirement gift.
2. Thank you to Mike Downs and Greg Chad for continued support from ISO's Public Protection Classification Program.
3. Zoning Administrator, Jerry Kujala noted that there was a violation in regards to a structure on Slate Street being occupied, which was against the City of Mountain Iron's Zoning ordinance.

Summary By Category And Distribution

Category	Distribution	Amount
LICENSES	ANIMAL	15.00
UTILITY	UTILITY	172,440.65
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	37,797.63
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	53.50
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	12.00
CAMPGROUND RECEIPTS	FEES	8,660.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	247.80
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	639.60
FINES	PARKING VIOLATIONS	30.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	30.66
BUILDING RENTALS	COMMUNITY CENTER	350.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	900.00
BUILDING RENTALS	SENIOR CENTER	25.00
INTERGOVERNMENTAL REVENUE	TACONITE PRODUCTION TAX	274,246.00
INTERGOVERNMENTAL REVENUE	MINING EFFECTS TAX	54,686.00
CHARGE FOR SERVICES	SERVICES, FEES, MISC.	7.50
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	-
PERMITS	CONDITIONAL USE	75.00
PERMITS	VARIANCE	75.00
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	100,000.00
METER DEPOSITS	ELECTRIC	650.00
FINES	CRIMINAL	4,484.24
CD INTEREST	CD INTEREST 101	246.10
CD INTEREST	CD INTEREST 378	559.32
CD INTEREST	CD INTEREST 602	201.35
CD INTEREST	CD INTEREST 603	78.30
CD INTEREST	CD INTEREST 604	33.56
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	86,866.15
MISCELLANEOUS	EDA REIMBURSEMENT	8,280.88
TAXES	TRANSFERS FROM MI HRA	536.30
Summary Totals:		<u>752,227.54</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/16	03/18/2016	148277	130011	UNITED STATES POSTAL SERVICE	604-20200	408.49
03/16	03/23/2016	148278	10056	A T & T MOBILITY	604-20200	1,384.72
03/16	03/23/2016	148279	10068	ADVANCED OPTICAL	101-20200	354.60
03/16	03/23/2016	148280	130017	AMERICAN BANK	101-20200	59.76
03/16	03/23/2016	148281	307	AMY HULTMAN	101-20200	200.00
03/16	03/23/2016	148282	10080	ANYPROMO, INC.	101-20200	391.59
03/18	03/23/2016	148283	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	7.26
03/18	03/23/2016	148284	10031	AYERS DISTRIBUTING	101-20200	650.00
03/16	03/23/2016	148285	20055	BARNES & NOBLE BOOKSELLERS	101-20200	438.99
03/16	03/23/2016	148286	30014	CALVARY CEMETERY ASSOCIATION	101-20200	4,500.00
03/16	03/23/2016	148287	30084	CARDMEMBER SERVICE	603-20200	5,248.32
03/16	03/23/2016	148288	170001	CENTURY LINK	101-20200	494.14
03/16	03/23/2016	148289	30072	COMPUTER WORLD	101-20200	75.11
03/16	03/23/2016	148290	163	DAVID MCGREGOR	101-20200	200.00
03/16	03/23/2016	148291	40060	DELTA DENTAL OF MINNESOTA	101-20200	1,648.25
03/16	03/23/2016	148292	50049	ESSENTIA HEALTH	101-20200	122.00
03/16	03/23/2016	148293	140013	HD SUPPLY WATERWORKS, LTD.	601-20200	36,479.41
03/16	03/23/2016	148294	80001	HILLYARD/HUTCHINSON	101-20200	1,211.49
03/16	03/23/2016	148295	80037	HOMETOWN MEDIA PARTNERS	101-20200	206.50
03/16	03/23/2016	148296	80055	HUNDRIESER CONSULTING LLC	101-20200	6,000.00
03/16	03/23/2016	148297	90026	INDUSTRIAL LUBRICANT COMPANY	101-20200	214.94
03/16	03/23/2016	148298	120006	L & M SUPPLY	101-20200	920.17
03/16	03/23/2016	148299	120032	LAKE COUNTRY POWER	101-20200	202.00
03/16	03/23/2016	148300	120005	LEAGUE OF MN CITIES INS TRUST	603-20200	500.00
03/16	03/23/2016	148301	137	MESABI FAMILY YMCA	101-20200	200.00
03/16	03/23/2016	148302	130006	MESABI HUMANE SOCIETY	101-20200	200.00
03/16	03/23/2016	148303	130170	MILLERBERND MFG COMPANY	101-20200	3,080.00
03/16	03/23/2016	148304	140026	MINNESOTA ENERGY RESOURCES	602-20200	2,844.80
03/16	03/23/2016	148305	130151	MN SECRETARY OF STATE-NOTARY	101-20200	240.00
03/16	03/23/2016	148306	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	15,091.87
03/16	03/23/2016	148307	140055	NORTHERN VISUAL SERVICES LLP	101-20200	48.00
03/16	03/23/2016	148308	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	268.68
03/16	03/23/2016	148309	190088	SATRANG, TIM	602-20200	511.22
03/16	03/23/2016	148310	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	39,004.64
03/16	03/23/2016	148311	190080	ST LOUIS COUNTY RECORDER	101-20200	20.00
03/16	03/23/2016	148312	323	ST LOUIS COUNTY REPUB PARTY	101-20200	200.00
03/16	03/23/2016	148313	190033	STAR TRIBUNE	101-20200	131.95
03/16	03/23/2016	148314	1900012	SUPERIOR CAPITAL HOLDINGS, INC	301-20200	6,952.22
03/16	03/23/2016	148315	180026	TIMOTHY D BROOKS	101-20200	18,578.49
03/16	03/23/2016	148316	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	52,628.58
03/16	03/23/2016	148317	220020	VISA OR AMERICAN BANK CC PMT	101-20200	399.14
03/18	03/23/2018	148318	230043	WISCONSIN CENTRAL	602-20200	302.78
03/16	03/23/2016	148319	230028	WISCONSIN ENERGY CONSERVATION	604-20200	60.32
03/16	03/23/2016	148320	240001	XEROX CORPORATION	101-20200	42.04

Totals:

202,722.47

Payroll-PP Ending 3/11/16
 Sales & Use Tax-February 2016
 TOTAL EXPENDITURES

61,485.02
19,393.80
\$264,207.49

COUNCIL LETTER 040416-IVC1

PUBLIC WORKS

SUMMER EMPLOYEES

DATE: March 31, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting authorization to advertise for temporary seasonal employees for the summer months. Once a list of potential employees is developed, it will be forwarded to the City Council for final approval.

COUNCIL LETTER 040416-IVG1

LIBRARY BOARD

LIBRARY SUBSTITUTE

DATE: March 31, 2016

FROM: Library Board

Sally Yuccas
Library Director

Craig J. Wainio
City Administrator

The Library Board interviewed two candidates for the position of Library Substitute and recommend the position be offered to Ms. Roxanne Reed. A physical, drug test and background check will all be conducted prior to officially being employed.

COUNCIL LETTER 040416-IVH1
PARKS AND RECREATION BOARD
COACHES

DATE: March 31, 2016
FROM: Parks and Recreation Board
Craig J. Wainio
City Administrator

The Parks and Recreation Board is recommending that Staff be authorized to advertise for summer recreation coaches. Once a list of coaches is developed, based upon the number of participants, it will be forwarded to the City Council for final approval.

CITY OF MOUNTAIN IRON

SEASONAL SUMMER COACHES

The City of Mountain Iron will be accepting applications for seasonal summer coaches and umpires.

Adult Coach, 19 years of age or older, for Majors, Minors, Softball, Ponies and T-Ball. Wage - \$1,000 per season.

Assistant coaches, 16 years of age or older. Wage - \$9.50 per hour.

Umpires must be 16 year of age or older. Wage is per game.

Applications will be available at the Mountain Iron City Hall, 8586 Enterprise Drive South, Mountain Iron MN 55768, during the hours of 7:30 a.m. to 4:00 p.m. Specify which position you are applying for. Deadline for applications will be 4:00 p.m. on **Friday, May 6, 2016.** M/H/F Equal Opportunity Employer Web Site: www.mtniron.com

COUNCIL LETTER 040416-IVH2

PARKS & RECREATION

**WEST TWO CAMPGROUND
CARETAKER**

DATE: March 31, 2016

FROM: Parks & Recreation Board

Craig J. Wainio
City Administrator

The Parks and Recreation Board is recommending that the City Council approve the enclosed agreement with Mr. and Mrs. Johnson for West Two Rivers Campground caretaker. The agreement is the same as last year.

**CITY OF MOUNTAIN IRON
WEST TWO RIVERS CARETAKER AGREEMENT**

WHEREAS, the City of Mountain Iron, St. Louis County, Minnesota, is the owner of the West Two Rivers Campground facility; and

WHEREAS, Stacy L. Johnson and Ward Johnson wish to contract with the City of Mountain Iron to operate the said campground;

NOW, THEREFORE, be it agreed, by and between the parties hereto as follows:

1. Stacey L. Johnson and Ward Johnson agree to manage said West Two Rivers Campground for the period of Wednesday, May 11th, 2016 through Tuesday, September 20th, 2016.
2. The City of Mountain Iron agrees to pay Stacey L. Johnson and Ward Johnson the sum of \$650.00 per week for operation of said facility for said 20 week period. Said compensation shall be paid bi-weekly. The managers agree to staff the campground and/or office daily, seven days per week and respond to requests for information or service from campground users at other times of the day. If necessary, the managers must inform the City Administrator or designee of any changes in the schedule. If the managers are to be absent at any time, they must post this information on the Caretaker's Board outside of the office building stating their departure and arrival.
3. Stacey L. Johnson and Ward Johnson agree to act as managers of the campground facility and to collect the fees for the campground and to transmit the same to the City of Mountain Iron on an as-needed basis, during city office hours.
4. Stacey L. Johnson and Ward Johnson consents and agrees that the contractual duties of supervising the West Two Rivers Campground facility include, but are not limited to, those indicated on Exhibit "A" attached hereto and made a part of hereof.
5. Stacey L. Johnson and Ward Johnson consent and agree that services and duties of supervising the West Two Rivers Campground facility indicated on Exhibit "A" attached and other duties are required to be performed by them individually. Stacey L. Johnson and Ward Johnson are prohibited from subcontracting and/or hiring out any of their responsibilities to any other individual or organization, without the express written consent of the City of Mountain Iron.
6. The City of Mountain Iron can terminate this contract at any time.

DATED this _____ day of May, 2016


Stacey L. Johnson - Signature & Date

Craig J. Wainio, City Administrator


Ward Johnson - Signature & Date

EXHIBIT "A"

WEST TWO RIVERS CAMPGROUD MAINTENANCE GUIDE & DUTIES

DAILY:

1. Take reservations for campsites, maintain camping and pavilion rental records as required.
2. Collect fees as needed and turn-in fees and receipts daily to the Mountain Iron City Hall Office.
3. Check for phone messages and return phone calls as soon as possible.
4. Perform daily inspections of all campsites each evening to ensure that payments have been made on all occupied sites and make appropriate arrangements for collection of unpaid fees.
5. Enforce campground rules and regulations, contact law enforcement when necessary.
6. Provide all campers with a copy of the campground rules and explain rules as necessary.
7. Managers' residence and grounds must be kept clean and in order at all times. NO smoking is allowed in any City buildings.
8. Check all bathrooms, shower stalls and change house for cleanliness before 8:00 a.m. and check again before 6:00 p.m. and clean, if needed.
9. Clean all bathrooms, shower stalls, sink fixtures, and also sweep and mop the office building before 8:00 a.m. and check again before 6:00 p.m. and clean them again, if needed.
10. Wipe off picnic tables at campsites and clean pavilions. Make sure faucets are clean and operating.
11. Pick-up litter in the beach area, at boat landings and all fishing docks.
12. Cleaning supplies will be furnished by Owner. Notify them when you need any supplies.
13. Maintain public information material as provided by the City at the campground office, answer questions and inquiries concerning the information and available services around Mountain Iron.
14. Inspect campground for safety-maintenance conditions and necessary repairs, and inform City personnel, promptly, if any repairs or other corrections are needed.

WEEKLY:

1. Cut the grass and do weed trimming of the campground, as needed.
2. Rake/pick up all sticks, branches, etc.
3. Wash windows and screens on all buildings as needed.
4. Pick up litter along County Road 761 (Campground Road) twice a week.
5. Clean/wash shower curtains. Notify the office if you need to replace them.
6. Scrub out and sanitize shower stalls. This includes walls and floors of shower stalls and also bathroom commodes.

AS NEEDED:

1. Clear branches from campground area.
2. Clean and inventory storage area in upper restroom building.
3. Empty all garbage cans into black trash containers. Call City Hall if extra dumps are needed.
4. Perform duties as assigned by the Public Works Director as to the operation of the campground.
5. Notify portable toilet contractor of problems or additional servicing when required.

COUNCIL LETTER 040416-VIA

ADMINISTRATION

RESOLUTION 20-16

DATE: March 31, 2016

FROM: Craig J. Wainio
City Administrator

Resolution Number 20-16 Authorizes the submission of an application for funding to the Minnesota Public Facilities Authority Drinking Water Fund. This application for funding will be used for the possible development of a new municipal well but does not require it. In order to hit the required deadlines for possible funding in 2016, the Resolution is needed. It is recommended that the City Council adopt Resolution Number 20-16 as presented.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 ▪ FAX: 218-748-7573 ▪ www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH ▪ MOUNTAIN IRON, MN ▪ 55768-8260

RESOLUTION NUMBER 20-16

APPLYING TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY

BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron is hereby applying to the Minnesota Public Facilities Authority for a loan from the Clean Water Revolving Fund/Drinking Revolving Fund for improvements to its drinking water system/municipal wastewater treatment system as described in the loan application.

BE IT FURTHER RESOLVED that the City of Mountain Iron estimates the loan amount to be \$269,500 or the as-bid cost of the project.

BE IT FURTHER RESOLVED that the City of Mountain Iron has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF APRIL, 2016.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 040416-VIB

ADMINISTRATION

RESOLUTION 21-16

DATE: March 31, 2016

FROM: Craig J. Wainio
City Administrator

Resolution Number 21-16 adopts the most recent edition of the general records retention schedule for Minnesota cities. This the most up to date version of the schedule the City uses to determine what documents need to be preserved for how long. Also we are required to have the most up to date version in order to store some of our older documents at the Minnesota Discovery Center. It is recommended that Resolution Number 21-16 be adopted as presented.



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 21-16

ADOPTING THE MINNESOTA GENERAL RECORDS RETENTION SCHEDULE FOR THE CITY OF MOUNTAIN IRON, MINNESOTA

WHEREAS, to comply with the Records Management Statute MS 138.17, it is necessary to adopt a plan for managing governmental records including the proper retention and disposal of municipal records; and

WHEREAS, the Records Management Statute MS 138.17 establishes the Records Disposition Panel and requires all government entities to follow an orderly process in disposing of government information; and

WHEREAS, the State of Minnesota has approved for use by all Minnesota Cities the "Minnesota General Records Retention Schedule for Cities" which authorizes cities adopting said schedule an orderly method of disposing of municipal records; and

WHEREAS, the "Minnesota General Records Retention Schedule for Cities" is regularly updated.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it adopts the Minnesota General Records Retention schedule and directs the City Clerk to notify the Minnesota Historical Society/State Archives Department.

BE IT FURTHER RESOLVED, that following state approval, City Departments are directed to provide for retention and destruction of records as set forth in said schedule and its subsequent revisions.

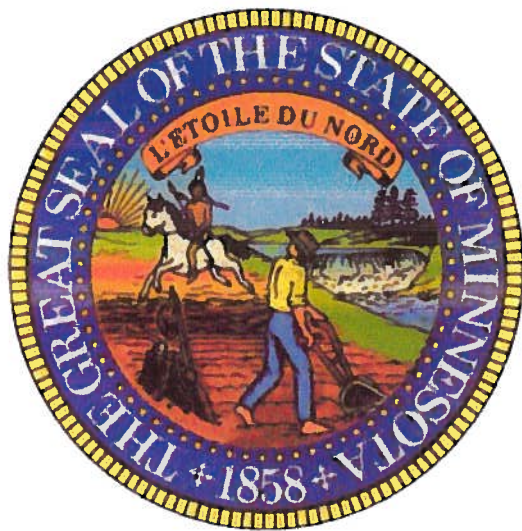
DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF APRIL, 2016.

Mayor Gary Skalko

ATTEST:

City Administrator

**GENERAL RECORDS
RETENTION SCHEDULE
FOR MINNESOTA CITIES**



July 2013

GENERAL RECORDS RETENTION SCHEDULE FOR MINNESOTA CITIES

Purpose of the General Records Retention Schedule

The purpose of a records retention schedule is to provide a plan for managing government records by giving continuing authority to dispose of records under Minnesota Statutes section 138.17.

This City General Records Retention Schedule establishes minimum retention periods for city records based on their administrative, fiscal, legal and historical value. It lists records series common to cities and identifies how long to retain them.

This schedule was originally developed by the Minnesota State Department of Administration, Information Policy Analysis Division and the Minnesota Historical Society, Division of Archives and Manuscripts and was funded in part by a grant from the National Historical Publications and Records Commission.

The revised schedule was updated by city clerks and officials representing the Minnesota Clerks and Finance Officers Association (MCFOA).

Adopting and Using the General Schedule

1. A city that has adopted the previous version of this general schedule does not need to notify the Minnesota Historical Society that it is adopting this revised edition of the General Records Retention Schedule for Cities. It will be assumed that cities that have adopted the previous version will now utilize this revised version.

If you have not previously adopted the general schedule, to begin disposing of records, you must notify the State Archives of the Minnesota Historical Society that your city has adopted the schedule. The enclosed form, "*Notification of Adoption of City General Records Retention Schedule*", is used for this purpose.

2. You may adopt the schedule even though your office may not have all the records listed on it. We recommend that you adopt the entire schedule. However, if this is not possible you may adopt individual sections.
3. The Minnesota Historical Society will sign and return the Notification form to you. You will then have the authority to dispose of your government records as indicated on the schedule.
4. Compare the records in your office with the records listed on the schedule. Retention periods listed on the schedule represent the minimum length of time that you must retain your records. Once that retention period has been reached you may destroy the records as indicated on the schedule. If you need to retain some records series longer than the listed retention, you should establish an agency policy for those records.
5. The retention stated on the schedule applies to any form of the record (paper, computer tape or disk, microfilm, optical disk, electronic media, etc.).
6. Data Practices Classifications are effective as of the printing of this Retention Schedule. Because data practices issues change regularly, classifications may have changed. For current information on data practices, consult Minnesota State Statutes, Chapter 13, or call the State of Minnesota, Department of Administration, Information Policy Analysis Division at 651-296-6733 or 1-800-657-3721.

Destruction Reporting

After you destroy records according to the general schedule, maintain a list of destroyed items.

Records not on the General Schedule

Records not listed on this schedule cannot be destroyed without submitting either an "Application for Authority to Dispose of Records" (PR-1) or a "Minnesota Records Retention Schedule form". Both of these forms are available on the State Archives' web site at:

<http://www.mnhs.org/preserve/records/recser.html#forms>.

The PR-1 form is used to request one-time authority to dispose of records. A reproducible copy of the PR-1 form is enclosed. Since an approved PR-1 gives you authority to dispose of only those records listed on the form, we recommend that you use the PR-1 only for obsolete records (records no longer being created).

For ongoing authority to dispose of records not listed on the general schedule, complete a "Minnesota Records Retention Schedule".

Duplicate Records

This retention schedule concerns itself only with the city's official record copy and the retention periods assigned reflect that. It is each city's responsibility to identify the official record copy and to identify when to destroy any other copies of identical records, after they have lost their legal, fiscal, historical and administrative value. Duplicate copies should not be retained as long as the official record. Normally the retention period on duplicate records will not exceed two years.

Records Reproduced on Optical Image Storage System

For information regarding imaging systems, refer to the standards (IRM 12 and IRM 13) issued by the Minnesota Office of Technology, "Reproduction of Government Records Using Imaging Systems" available on the Office of Technology website at: <http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=536891918&programid=536911146&sc3=null&sc2=null&id=-536891917&agency=OETweb>

Category Definitions for the General Schedule

Record Series Description: A record series is a group of records clustered together because they all relate to the same topic and have the same retention period.

Retention Period/Statute: The retention cited is the minimum amount of the time a record must be kept. *A number printed alone, e.g. 10, means ten years. If months or days are meant the entry will display that, e.g. 6 months or 30 days.* The stated retention does not include the year the record originates. For example, if Record A is filed by calendar year and it has a retention of 3 years, the disposal date for 2000 records is January, 2004. Statutes listed here cite specific retention periods for the records series.

Data Practices Classification: This phrase refers to records classified by the Minnesota Government Data Practices Act or other state or federal laws. The classification system includes: public, private, confidential, nonpublic or protected nonpublic. More than one classification may apply.

Data Practices Statute: This phrase refers to the statute or law which cites the data practices classification of the record series.

Resources

Questions about **Archival Records**:

Minnesota Historical Society State Archives
Department Minnesota History Center

345 Kellogg Boulevard West
St. Paul, MN 55102-1906
651-259-3260
Fax: 651-296-9961
Email: statearchives@mnhs.org
<http://www.mnhs.org/preserve/records/index.htm>

Questions about **Data Practices**:

Department of Administration Information Policy
Analysis Division

201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
651-296-6733 1-800-657-3721
Fax: 651-205-4219
<http://www.ipad.state.mn.us/>
Email: info.ipad@state.mn.us

Minnesota Historical Society
 State Archives Department
 Minnesota History Center
 345 Kellogg Boulevard West
 St. Paul, MN 55102-1906
 651-259-3260 Fax. 651-296-9961

**NOTIFICATION OF ADOPTION
 OF
 CITY GENERAL
 RECORDS RETENTION SCHEDULE**

1. Complete this form and send the original and one copy to the State Archives Department at the above address.
2. Destruction of records according to the general schedule is NOT permitted until this form is signed by the Minnesota Historical Society.

City Mountain IRON	Telephone (include area code) 218-748-7570
Street Address 8586 Enterprise Dr S	City, Zip Code Mtn Iron 55768

This is to notify the Minnesota Historical Society that the city named above has officially adopted the Minnesota City General Records Retention Schedule (revised 2008). Cities are advised to adopt the entire schedule. If this is not possible, individual sections may be adopted. ("X" the appropriate items)



The City adopts the entire schedule



The City adopts only the following sections:

- | | | |
|---|---|---|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Financial/Accounting | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Assessing | <input type="checkbox"/> Fire | <input type="checkbox"/> Permits & Licenses |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Health Services | <input type="checkbox"/> Planning & Zoning |
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Housing and Redevelopment Authority/
Economic Development Authority | <input type="checkbox"/> Public Safety – Police |
| <input type="checkbox"/> Building Inspections | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Cemetery | <input type="checkbox"/> Insurance | <input type="checkbox"/> Records Management |
| <input type="checkbox"/> Contracts/Agreements | <input type="checkbox"/> Library | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Courts | <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Vital Statistics |
| <input type="checkbox"/> Elections | <input type="checkbox"/> Parks & Recreation | <input type="checkbox"/> Waste Management |

Name/Title of City Official (print) GARY SKALKO MAYOR	Signature of City Official	Date
Email Address of Person With Records Management Responsibility: cwainio@ci.mountain-iron.mn.us		

The Minnesota Historical Society acknowledges your Notification of Adoption of the City General Records Retention Schedule. You are authorized to retain and dispose of records as indicated on the schedule.

Director or Designee, Minnesota Historical Society	Date
--	------



MINNESOTA HISTORICAL SOCIETY

STATE ARCHIVES DEPARTMENT

APPLICATION FOR AUTHORITY TO DISPOSE OF RECORDS

FOR USE BY RECORDS PANEL	
Application No.	Date

Instructions:

1. This form does not provide continuous authority to dispose of similar records and cannot be used to approve a records retention schedule.
2. Complete original and three copies. Photocopies are acceptable.
3. Complete items 1 through 6 and item 8. Use reverse side to continue records description. If more space is needed, use plain paper.
4. Send original and two copies to the **State Archives Department, 345 Kellogg Boulevard West, St. Paul, MN 55102-1906.**
5. Retain one copy until your approved copy is returned. The approved copy will be your authority to dispose of records. It should be retained permanently.
6. Additional copies of this form are available from the address above or by telephoning (651) 259-3260. (FAX: (651) 296-9961).

NOTE: Laws of 1971, Chapter 529, Section 3 reads as follows: "It is the policy of the legislature that the disposal and preservation of public records be controlled exclusively by Minnesota Statutes, Chapter 138 and by this act, thus, no prior, special or general statute shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed by such chapter or by this act and no general or special statute enacted subsequent to this act shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed in chapter 138 or in this act unless it expressly exempts such records from the provision of such chapter and this act by specific reference to this section."

1. Agency or Office	2. Division or Section	3. Quantity of Records _____ Cubic Feet
4. Location of Records		5. Laws other than M.S. 138.17 that relate to the destruction or safekeeping of the records:
6. I certify that the records listed on this application are accurately described, and that they have no further administrative, legal, or fiscal value for this agency.		AUTHORIZATION: Under the authority of M.S. 138.17, it is hereby ordered that The records listed on this application be destroyed, except as shown in item 7.
Authorized Signature (Type name below)		Director, Minnesota Historical Society _____ Date
Name _____	Date _____	Legislative or State Auditor _____ Date
Title _____	Phone _____	Attorney General _____ Date
7. Exceptions to Destruction. (For use by Records Disposition Panel).		

8. Description of Records. Describe each record series or type of record separately. Number each series, beginning with "1".

A. Item No.	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates

A. Item No	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates

General Records Retention Schedule for Minnesota Cities

State of Minnesota
July 2013

Minnesota Historical Society <i>Chandler Gordon</i>	Date	014-001 7/1/2013
State Auditor <i>Darel Kenney</i>	Date	1 July 2013
Attorney General <i>Steve Noble</i>	Date	7-9-13
	Date	7-24-13

* Police Pol 00750 License Plate Reader Data withdrawn per phone conversation and email 7/9/13. See Page 9 of 9 and 54 of 72. OSA.

MCFOA Records Retention Committee

DRAFT Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE	Type	Issue Reviewed by Records Retention Committee
1.	ADM 00500 AGENDA PACKETS	Change	Consolidating ADM 00500 & ADM 00600 into one record series. Change Title to: AGENDA PACKETS. Change description to: City Council and various Boards, Commissions, Committees & Councils that are council approved or appointed.
2.	ADM 00600 AGENDA PACKETS - MISCELLANEOUS	Delete	Combined with ADM 00500
3.	ADM 01300 ATTORNEY OPINIONS - OFFICIAL COPY	Change	Change "Opinions: in description to "Official opinions"; Deleting "and correspondence relating thereto" from description. Change Classification to same as ATT 00200.
4.	ADM 01400 BIDS & QUOTATIONS & RFP'S ACCEPTED	Change	Add "RFP's" to the Title
5.	ADM 01500 BIDS, SPECIFICATIONS & RFP'S & SUPPORTING PAPERS - NOT ACCEPTED	Change	Add "RFP's" to the Title
6.	ADM 01600 BILLS OF SALE	Delete	Obsolete and/or covered by Invoices or Contracts
7.	ADM 01700 BONDS - City Officials	Delete	Move to BONDS, BONDS 00150
8.	ADM 01800 BUDGET - OFFICIAL COPY	Change	Change "RECORD COPY" in Title to "OFFICIAL COPY"
9.	ADM 03900 MAINTENANCE RECORDS - CITY EQUIPMENT	Change	Added "telephone" to the description.
10.	ADM 04600 NEWSPAPER CLIPPINGS / SCRAPBOOKS	Change	Change retention period to "Discard when no longer needed."
11.	ADM 04700 NOTICE OF MEETINGS - CITY COUNCIL & BOARDS & COMMISSIONS	Change	Change Title by adding "CITY COUNCIL & BOARDS & COMMISSIONS"
12.	ADM 04800 OATH OF OFFICE - ELECTED & APPOINTED OFFICIALS	Change	Change retention to "5 after service"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
13.	ADM 05100 ORDINANCES & RESOLUTIONS Proposed but not adopted.	Delete	Recorded in minutes and packet
14.	ADM 05800 PUBLIC HEARING RECORDS	Delete	Recorded in minutes and packet
15.	ADM 05970 RECORDINGS - AUDIO/VIDEO - GENERAL	New	Replaces ADM 06420
16.	ADM 05980 RECORDINGS - AUDIO/VIDEO - HISTORICAL	New	Replaces ADM 06440
17.	ADM 05990 RECORDINGS - AUDIO/VIDEO - PROJECTS	New	Replaces ADM 06460
18.	ADM 06000 SPECIAL COMMITTEE REPORTS	Change	Change Description to "Final Reports."
19.	ADM 06300 TELEPHONE SYSTEM	Delete	Added to ADM 03900.
20.	ADM 06420 VIDEO TAPES - GENERAL	Delete	See new ADM 05970
21.	ADM 06440 VIDEO TAPES - HISTORICAL	Delete	See new ADM 05980
22.	ADM 06460 VIDEO TAPES - PROJECTS	Delete	See new ADM 05990
23.	ADM 06500 VIDEO TAPES OF PUBLIC MEETINGS	Delete	Covered under ADM 05950 - Recordings, Audio/Video
24.	Retention Schedule	Change	Delete "has historical value" from all record series with a Permanent retention.

MCFOA Records Retention Committee

DRAFT Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	ASG 00050 ABATEMENTS	New	Replaces ASG 03100
2.	ASG 00100 APPLICATIONS FOR CLASSIFICATION	Change	Add description: Class change for tax benefit
2.	ASG 00200 APPRAISALS – PROPERTY	Change	Add "Tax Court" to description
4.	ASG 00300 ASSESSMENT NOTIFICATION LETTERS	Change	Change "assessments" in description to "special assessments."
5.	ASG 01100 HOMESTEAD TRANSFER	Delete	Duplication of ASG 00800
6.	ASG 01200 INCOME INFORMATION	Change	Add "Non-Court Tax Data" to Title. Add "and industrial" to description.
7.	ASG 01500 PETITIONS (COURT) – VALUATIONS	Change	Change Retention Period to "6 from final resolution." Change Data Practices Classification to Public/Private MS 13.39
8.	ASG 01700 PROPERTY- CODES AND DEFINITIONS	Delete	Reference – non-record
9.	ASG 01800 PROPERTY – LEASES	Delete	Covered under CON00700
10.	ASG 01900 PROPERTY - MORTGAGES	Delete	Added to Contract section, CON 00800
11.	ASG 02000 PROPERTY – OPTIONS	Delete	Added to Contract section, CON 00800
12.	ASG 02100 PROPERTY – PURCHASE OF	Delete	Added to Contract section, CON 00800
13.	ASG 02400 REAL ESTATE DATA CARDS	Change	Add to Title "/ FIELD CARDS; change description to "Working copy"
14.	ASG 02500 RECEIPTS	Delete	Combined with ASG 03000
15.	ASG 02600 SALES	Delete	Same as ASG 00400

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
16.	ASG 02700 SALES STUDIES	Delete	Obsolete
17.	ASG 02800 SEARCH COPIES	Change	Add "Special Assessments" to description
18.	ASG 02900 SPECIAL ASSESSMENT PROJECT APPROVALS & SPECIAL BENEFIT VALUATIONS	Change	Delete description (included in City Council records)
19.	ASG 03000 SPECIAL ASSESSEMENT ROLLS	Change	Change Title to "SPECIAL ASSESSMENT RECEIPTS AND ROLLS"
20.	ASG 03100 TAX ABATEMENT AND AFFIDAVIT (CURRENT)	Change	Change Title to: Abatement; Add description: All documents to support a value or classification change for previous assessment year; Renumbr code to: 00050
21.	ASG 03200 TAX ESTIMATE FILES	Delete	Obsolete (budget working papers and correspondence with individuals contain any tax estimates)
22.	ASG 03300 TAX FORFEIT FILES	Delete	This is a County records
23.	ASG 03350 VALUATION CHANGE ORDER - PAPER After assessment made.	Add	RETENTION: 3 CLASSIFICATION: Public

MCFOA Records Retention Committee

Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	ATT 00100 ADMINISTRATION FILES	Delete	Combined with ATT 00400
2.	ATT 00200 ATTORNEY OPINIONS	Change	Change DESCRIPTION by replacing "interpretation" to "opinions"
3.	ATT 00300 CIVIL LITIGATION FILES	Change	Replace DESCRIPTION with "Judgments, settlements, releases, correspondence" Change RETENTION TO "10 after last court activity"
4.	ATT 00400 CORRESPONDENCE – ATTORNEY	Change	Replace DESCRIPTION with: "Correspondence and reports related to the legal review of city functions such as bond issues, insurance, ordinances, contracts and grants, claims for damages."
5.	ATT 00600 INVESTIGATIVE FILES	Change	Remove from DESCRIPTION: work assignments (citizen disputes, nuisances, etc.).
6.	ATT 00700 PROPERTY/ADDRESS FILES	Change	Change TITLE to: "PROPERTY FILES" AND remove from DESCRIPTION: agenda items. Change RETENTION to "10 years after either filing with County or last court activity."
7.	ATT 00900 RESEARCH & SUBJECT FILES	Delete	Non-Record

MCFOA Records Retention Committee

Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	BONDS 00150, BONDS – CITY OFFICIALS	Add	Bonds – City Official Moved from ADM 01700

MCFOA Records Retention Committee

Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	CON 00800, PROPERTY –MORTGAGES, OPTIONS, PURCHASE OF	Add	Combined ASG 01800, 01900, 02000 – moved to Contracts Retention: 10 after sale or disposal of land/ property

MCFOA Records Retention Committee

Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE #, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	PERMITS/LICENSES PER 00200 APPLICATIONS, PERMIT - DENIED	Add	Retention: 1

MCFOA Records Retention Committee

Proposed 2013 Revisions to the "General Records Retention Schedule for Cities"

Item	RECORD CODE#, TITLE & DESCRIPTION	Type	Issue Reviewed by Records Retention Committee
1.	POLICE POL 00750 LICENSE PLATE READER DATA	Adm	Retention: MS 13.82, sub 31 Private/Non-Public MS 13.82

COUNCIL LETTER 040416-VIC

ADMINISTRATION

RESOLUTION 22-16

DATE: March 31, 2016

FROM: Craig J. Wainio
City Administrator

Resolution Number 22-16 Authorizes the execution of the development agreement between the City and the developers of the strip mall at Rock Ridge. This agreement lays out what the developer is going to do and what the City is going to do. This agreement is required due to the City employing TIF to assist the developer. It is recommended that the City Council adopt Resolution Number 22-16 as presented.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 22-16

APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT WITH MOUNTAIN IRON DEVELOPMENT GROUP LLC

WHEREAS, the City of Mountain Iron, Minnesota is a municipal corporation political subdivision under the laws of the State of Minnesota (the "City"), and exercises powers under Sections 469.124 through 469.133 and 469.174 through 469.1794, as amended (the "Act");

WHEREAS, pursuant to the Act, the City is authorized to assist the development of real property by private enterprise;

WHEREAS, the City Council (the "City Council") intends to enter into a Contract for Private Development (the "Development Agreement"), with Mountain Iron Development Group LLC (the "Developer"), for the development of certain property located within Tax Increment Financing District No. 1-15 in the City (the "Project");

WHEREAS, the Project consists generally of the construction of an approximate 11,500 square foot commercial-retail facility (the "Project");

WHEREAS, the Developer has represented to the City that construction of the Project would not be undertaken by the Company, and in the opinion of the Company would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Company provided in the Development Agreement; and

WHEREAS, the City believes that the development of the Project, and fulfillment generally of the terms of the Development Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project will be undertaken.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA that the City Council believes that the development of the Project pursuant to the Development Agreement, and fulfillment generally of the Development Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of the residents of the City, furthers the City's plan of economic development for the City, and furthers the aims and purposes of the Act.

BE IT FURTHER RESOLVED, that the City authorizes the Mayor and Administrator, on behalf of the City, to negotiate the final terms of the Development Agreement, subject to the requirements of the Act and the Tax Increment Financing Plan prepared for Tax Increment Financing District No. 1-15 and to execute the Development Agreement and all such other documents and instruments as may be necessary to facilitate the Project, so long as any such documents, and instruments are consistent with the provisions of the Development Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF APRIL, 2016.

Mayor Gary Skalko

ATTEST:

City Administrator

Second Draft 3/16/16

CONTRACT FOR PRIVATE DEVELOPMENT

by and between

CITY OF MOUNTAIN IRON, MINNESOTA

and

MOUNTAIN IRON DEVELOPMENT GROUP LLC

dated as of

March __, 2016

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802

M:\DOCS\08\62\00008\0\MGM\4B6709.DOC

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CONTRACT FOR PRIVATE DEVELOPMENT

This Contract for Private Development (the "Agreement") is made as of March __, 2016, by and between the CITY OF MOUNTAIN IRON, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City") and MOUNTAIN IRON DEVELOPMENT GROUP LLC, a Wisconsin limited liability company (the "Company").

RECITALS

WHEREAS, the City is authorized to exercise development and redevelopment powers within its jurisdiction pursuant to Minnesota Statutes, Sections 469.124 through 469.133 (the "Development District Act"), and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"); and

WHEREAS, in furtherance of the objectives of the Development District Act, the City has undertaken a program to stimulate new development in areas of the City that are already built up in order to provide employment opportunities; to improve the tax base; to improve the general economy of the State of Minnesota (the "State"); to provide impetus for commercial development; to protect pedestrians from vehicle traffic and inclement weather; to provide the necessary linkage between peripheral parking facilities and places of employment and shopping; to provide off-street parking to serve the shoppers and employees of the district; to provide open space relief within the district; and to provide other facilities as are outlined in the Development Program (the "Development Program") for Development District No. 1 (the "Development District") approved by the City; and

WHEREAS, the City has additionally established Tax Increment Financing (Economic Development) District Number 1-15 located in the Development District (hereinafter referred to as the "TIF District") pursuant to the TIF Act and adopted a Tax Increment Financing Plan therefor (hereinafter referred to as the "TIF Plan") prepared in accordance with the TIF Act; and

WHEREAS, Company intends to acquire from Developer certain real property located in the Project Area, more particularly described in **Exhibit B** attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property") and intends to construct an approximately 11,500 square foot commercial-retail facility to be located on the Development Property; and

WHEREAS, in order to achieve the objectives of the Development Program, the City is considering providing substantial aid and assistance, including through tax increment financing, to finance certain Project Costs, as hereinafter defined, for the Project, as hereinafter defined; and

WHEREAS, payment of a portion of such financing would be secured by a pledge of certain tax increment hereinafter described; and

WHEREAS, the City believes that the development of the Project and the preservation and enhancement of the tax base by the Project, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its

residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the proposed project will be undertaken.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them hereby covenant and agree as follows:

ARTICLE I DEFINITIONS; EXHIBITS

Section 1.1 Definitions. As used in this Agreement, the following terms have the following respective meanings:

“Agreement” means this Contract for Private Development, as originally executed or as it may from time to time be modified, amended or supplemented pursuant to the provisions hereof.

“Available Tax Increment” means 90 percent of the Tax Increment received by the City from the County with respect to the Project from the TIF District during the six months preceding any Payment Date.

“Certificate of Completion” means the certificate to be provided to the Company, in the form attached hereto as **Exhibit A**.

“City” means the City of Mountain Iron, Minnesota.

“City Council” means the City Council of the City of Mountain Iron, Minnesota.

“Company” means Mountain Iron Development Group LLC, a Wisconsin limited liability company, or its permitted successors or assigns under this Agreement.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by the Company on the Development Property which (a) shall be the plans and drawings and related documents in conformance with city zoning requirements, and (b) shall include at least the following: (i) site plan; (ii) foundation plan; (iii) floor plan for each floor; (iv) cross sections of the building (length and width) and elevations (all sides); (v) landscape plan; and (vi) a narrative description on exterior building materials.

“County” means St. Louis County, Minnesota.

“Deposit” has the meaning provided in Section 3.2(a) hereof.

“Developer” means Northward Properties, LLC, a Wisconsin limited liability company.

“Development District” means Development District No. 1 established by the City pursuant to the Development District Act on October 5, 1983.

“Development District Act” means Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended.

“Development Program” means the Development Program for the Development District approved by the City on October 5, 1983, as amended and modified and as may be further amended or modified.

“Development Property” means the real property described in **Exhibit B** of this Agreement.

“Event of Default” has the meaning provided in Section 8.1 hereof.

“Indemnified Parties” has the meaning provided in Section 6.3 hereof.

“Minimum Improvements” means, at a minimum, an approximately 11,500 square foot commercial-retail facility to be constructed on the Development Property, as such improvements are described in the Construction Plans.

“Net Proceeds” has the meaning provided in Section 5.5 hereof.

“Payment Date” means February 1 and August 1, which are payment dates under the TIF Note, and are expected to commence on August 1, 2018, and continue through February 1, 2027.

“Project” means the Development Property, the Minimum Improvements and the Site Improvements.

“Project Costs” means the Development Property and the Site Improvements identified in **Exhibit D** hereto.

“Project Administrator” means the Administrator of the City.

“Site Improvements” and *“Site Improvement Costs”* means the activities identified on **Exhibit D** hereto.

“State” means the State of Minnesota.

“Tax Increment” means that portion of the real property taxes which are paid with respect to the Development Property and the improvements thereon, subject to Section 4.3 hereof, and which are remitted to the City as tax increment of the TIF District pursuant to the TIF Act. The term Tax Increment does not include any amounts retained by or payable to the State Auditor under Section 469.177, Subd. 11 of the TIF Act or any amounts retained or payable to the County for administrative fees.

“Termination Date” means February 2, 2025, or such earlier date that the TIF Note is paid in full.

“TIF Act” means Minnesota Statutes, Sections 469.174 to 469.1794, as amended.

“TIF District” means Tax Increment Financing (Economic Development) District No. 1-15 to be located within the Development District which qualifies as an economic development district under the TIF Act.

“*TIF Note*” means the Tax Increment Revenue Note which is expected to be executed and delivered by the City to Company pursuant to Section 4.2 in the maximum amount of \$75,000 to provide the funds for payment of a portion of the Project Costs, as described in Section 4.2 hereto; the definition of the TIF Note shall include any notes thereafter issued to refund the TIF Note.

“*TIF Plan*” means the Tax Increment Financing Plan for Tax Increment Financing (Economic Development) District No. 1-15, approved by the City on March 21, 2016, as such plan may be amended or modified.

“*Transfer*” has the meaning provided in Article VI hereof.

“*Unavoidable Delays*” means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state, or local government unit (other than the City) which directly result in delays, and any delays resulting from other causes which are beyond the reasonable control of the party to be excused.

Section 1.2 Exhibits. The Exhibits to this Agreement are the following:

- (a) Exhibit A: Form of Certificate of Completion
- (b) Exhibit B: Legal Description of Development Property
- (c) Exhibit C: Form of Tax Increment Revenue Note
- (d) Exhibit D: Project Costs

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants by the City. The City represents, warrants and covenants that:

(a) The City has the powers to exercise economic development under the Development District Act and the TIF Act and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The Development District was created, adopted and approved in accordance with the terms of the Development District Act.

(c) The TIF District is an economic development district within the meaning of Section 469.174, Subdivision 12 and Section 469.176, Subdivision 4c of the TIF Act and was created, adopted and approved in accordance with the terms of the TIF Act.

(d) No part of this Agreement shall be construed as a representation or warranty of the City as to the condition (including soil condition) of the Development Property or as to its suitability for the Company’s purposes and needs.

(e) The City will act in a timely manner, consistent with statutory and the City's procedural requirements, with regard to all approvals required under this Agreement.

Section 2.2 Representations, Warranties and Covenants by the Company. The Company represents, warrants and covenants that:

(a) Company is a limited liability company duly organized and existing under the laws of the State of Wisconsin, is qualified to do business in the State of Minnesota, and is not in violation of any provisions of law or regulations of the State.

(b) The Company will construct and operate the Minimum Improvements upon the Development Property (or will cause the Project to be constructed and operated) in accordance with the terms of this Agreement, the Development Program, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(d) The Company will cooperate with the City with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements, except for litigation in which the City and the Company are adverse parties.

(e) The Company reasonably believes that the financing commitments which are available to the Company to finance construction and equipping of the Minimum Improvements, together with the Company's equity, will be sufficient to enable the Company to successfully complete the Minimum Improvements in conformance with the Construction Plans and in accordance with the schedule contemplated in this Agreement.

(f) The construction of the Minimum Improvements would not be undertaken by the Company, and in the opinion of the Company would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Company provided for in this Agreement.

(h) The Company expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed before , 2016.

(i) The Company shall obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(j) The Company has not received any notice or communication from local, state or federal officials or any private party that the Company's activities respecting the Development

Property or the construction of the Minimum Improvements on the Development Property may or will be in violation of any law or regulation (including environmental laws and regulations).

ARTICLE III – CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent. The City's obligation to aid and assist the Company's proposed Project in accordance with the Development Program, the TIF Plan and this Agreement, including through the assistance of tax increment financing to finance certain Project Costs described in Section 4.1 herein, shall be subject to the following conditions precedent:

- (i) the Company shall be in material compliance with all terms and provisions of this Agreement;
- (ii) the Company shall have submitted evidence of financing the Project, reasonably acceptable to the City, for the construction and equipping of the Minimum Improvements;
- (iii) the Construction Plans for each phase of the Minimum Improvements have been submitted and approved pursuant to Section 5.2 hereof;
- (iv) the Company shall have entered into a contract or contracts for construction of the Minimum Improvements; and
- (v) the Company and the City shall have executed this Agreement after approval by the City Council of the City.

The Company agrees that if the conditions precedent provided hereinabove are not satisfied, the City shall have no obligation under this Agreement.

Section 3.2 Payment of Administrative Costs. The Company agrees to reimburse the City for all costs of the City incurred with respect to establishing the TIF District in excess of the costs allowed by the TIF Act to be paid from Tax Increment retained by the City. Such costs include, but are not limited to legal fees, postage, publication costs, long distance telephone charges, printing and photo duplication costs, fees and disbursements of the City's financial and tax increment advisor, legal fees and recording fees, among others.

ARTICLE IV – PROJECT COSTS; TIF NOTE

Section 4.1 Project Costs. The City has determined that, in order to make development of the Minimum Improvements financially feasible, it is necessary to reimburse Company for a portion of the Project Costs, subject to the terms of Section 4.2 and this Agreement.

Section 4.2 Financing for Certain Project Costs.

(a) The Company certifies that the Project Costs will not be less than \$75,000. Accordingly, and in consideration of the Company's obligations and performance under this Agreement, and in order to defray a portion of such costs over time, the City shall execute and

deliver to Developer, on behalf of the Company, the TIF Note in the form attached to this Agreement as **Exhibit C**. The TIF Note shall be executed and delivered by the City to Developer no later than 30 days after the Company complies with paragraph (c) of this Section 4.2 so long as no Event of Default exists which has not been cured under this Agreement. Interest payable on the TIF Note shall start to accrue as of the later of the following dates: (i) the Company provides the City the documentation for Site Improvement Costs; and (ii) the City issues a Certificate of Completion for the Minimum Improvements.

(b) The Company acknowledges and agrees, as provided in the TIF Note, that payments under the TIF Note are to be made only as and to the extent that the City shall be able to receive and retain Available Tax Increment on the Payment Dates specified in the TIF Note. If there is insufficient Available Tax Increment on any Payment Date, the Available Tax Increment shall be applied to interest first and thereafter to principal. There shall be no interest on unpaid interest as it accrues. The City shall not be obligated to make any payment or any further payment or payments as provided in the TIF Note if:

(i) There is an Event of Default by the Company under this Agreement that has not been cured as of the Payment Date; or

(ii) There is a Transfer without prior approval from the City as provided in Article VI hereof.

(c) The Company further acknowledges and agrees that the City has no obligation to issue and deliver to the Developer, on behalf of the Company, the TIF Note until:

(i) The Company has provided the City with documentation satisfactory to the City (invoices, receipts, canceled checks, etc.) showing payment of at least \$75,000 in costs authorized under the TIF Plan and Section 4.1 of this Agreement, or such lesser amount as may be approved by the City, in which case the TIF Note shall reflect a lesser amount as the maximum principal amount equal to the costs authorized herein; and

(ii) The City has issued the Certificate of Completion for the Minimum Improvements.

(d) The TIF Note will be issued without registration under the State or federal securities laws pursuant to an exemption for such issuance; and, accordingly, the TIF Note may not be assigned or transferred in whole or in part, except in accordance with applicable exemptions from such registration requirements and with the consent of the City. Each assignment or transfer of the TIF Note shall attest full compliance with applicable State and federal security laws.

Section 4.3. No Representation Regarding Available Tax Increment. The City's financial commitment for payment of the TIF Note under this Agreement is a revenue obligation only and will be paid by the City only out of Available Tax Increment for the TIF Note. The City makes no representations or warranties that the Available Tax Increment will be sufficient to pay the Company on the TIF Note. The Company acknowledges that Available Tax Increment is subject to calculation by the County and changes in State law and that some or all of the TIF Note may not be paid prior to the Termination Date. The Company acknowledges that the estimates of Available Tax Increment which may have been made by the City or its agents,

officers or employees are estimates only, are made for the sole use and benefit of the City and are not intended for the Company's reliance.

ARTICLE V – CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 5.1 Construction of Minimum Improvements. The Company agrees that it will construct the Minimum Improvements on the Development Property in conformance with approved Construction Plans. The Company agrees that at all times it will operate and maintain, preserve and keep the Minimum Improvements or cause such improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition. The Company agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. The City shall have no obligation whatsoever to operate or maintain the Minimum Improvements.

Section 5.2 Construction Plans.

(a) Before commencement of construction of a phase of the Minimum Improvements, the Company shall submit to the City the Construction Plans for such phase. The Construction Plans provide for construction of the Minimum Improvements and shall be in substantial conformity with the Development Program, this Agreement, and all applicable State and local building and zoning laws and regulations. The Project Administrator, on behalf of the City, shall review and approve the Construction Plans in writing if: (i) the Construction Plans substantially conform in all material respects to the terms and conditions of this Agreement relating thereto; (ii) the Construction Plans substantially conform in all material respects to all applicable federal, State and local laws, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for construction of the Minimum Improvements; and (iv) no Event of Default has occurred and remains uncured. As soon as the plans for construction of the Minimum Improvements are complete, copies shall be filed with the Project Administrator.

(b) If prior to the issuance of the Certificate of Completion for the Minimum Improvements, the Company desires to make any material change in the Construction Plans after their approval by the City, the Company shall submit the proposed change to the City for its approval. If the Construction Plans as modified by the proposed change conform to the requirements of this Section with respect to such previously approved Construction Plans, the Project Administrator shall approve the proposed change and notify the Company in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Project Administrator unless rejected in whole or in part by written notice by the Project Administrator to the Company setting forth in detail the reasons therefor. Such rejection shall be made within ten days after receipt of the notice of such change or such change shall be deemed approved. The City's approval of any change in the Construction Plans shall not be unreasonably withheld.

Section 5.3 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction of the Minimum Improvements by [REDACTED], 2016, and substantially complete construction of the Minimum Improvements by [REDACTED], 2016, or on such other date to which the parties shall mutually agree in writing.

Section 5.4 Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements, in accordance with the provisions of this Agreement, and upon written request made by the Company, the City will furnish the Company with a Certificate of Completion, in substantially the form set forth in **Exhibit A** attached hereto. Compliance by the Company with all the terms of this Agreement shall be a condition precedent to the issuance of the Certificate of Completion. The Certificate of Completion for the Minimum Improvements shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Company to construct the Minimum Improvements.

(b) If the City determines that it cannot issue the Certificate of Completion, it shall, within ten days after written request by the Company, provide the Company with a written statement indicating in adequate detail in what respect the Company has failed to complete either the Minimum Improvements in accordance with the provisions of this Agreement or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary for the Company to take or perform in order to obtain the respective Certificate of Completion.

Section 5.5 Insurance.

(a) The Company will provide and maintain, or cause its contractors to provide and maintain, at all times during the process of constructing the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy and from time to time during that period at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the insurable value of the applicable portion of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits an umbrella excess liability policy may be used). The City and the City shall be listed as an additional insured on the policy; and

(iii) Workers' compensation insurance with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in a form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best Insurance Guide. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Company shall maintain, or cause to be maintained, at its costs and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses;

(ii) Comprehensive general public liability insurance including personal injury liability (with employee exclusion deleted) against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000;

(iii) Such other insurance including workers' compensation insurance respecting all employees of the Company in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Company may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in this section shall be taken out and maintained in responsible insurance companies selected by the Company which is authorized under the laws of the State to assume the risks covered thereby. At the request of the City, the Company will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Company and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Company shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Company agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to or destruction of the Minimum Improvements or any portion thereof resulting in fire or other casualty. In such event, the Company will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage, and to the extent necessary to accomplish such repair, reconstruction, and restoration, the Company will apply the Net Proceeds received by the Company to the payment or reimbursement of the cost thereof. The Company shall complete the repair, reconstruction and restoration of the Minimum Improvements whether or not the Net Proceeds received by Company for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, reconstruction and restoration shall be the property of the Company.

(e) The parties hereto agree that all of the insurance provisions set forth in this article shall terminate upon termination of this Agreement. Notwithstanding anything to the contrary herein, the application of any insurance proceeds shall, in all respects, be subordinate and subject to the rights under a mortgage on the Development Property.

**ARTICLE VI – PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER;
INDEMNIFICATION**

Section 6.1 Representation as to Development. The Company represents and agrees that its undertakings with respect to the Development Property pursuant to this Agreement are and will be used for the purpose of development of the Development Property.

Section 6.2 Prohibitions Against Assignment and Transfer of Development Agreement. Company represents and agrees that prior to completion of the Minimum Improvements and prior to the issuance of the Certificate of Completion for the Minimum Improvements:

(a) Except only by way of security for the purposes of obtaining financing necessary to enable the Company or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to completing the Minimum Improvements under this Agreement, it has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a “Transfer”), without the prior written approval of the City, which approval shall not be unreasonably withheld, if the Company wants to assign or Transfer at any point throughout the term of this Agreement. In the event the City approves a Transfer, the City will complete a written statement indicating whether Company, before or at the time of the Transfer, has been or is in default as to any of the obligations of this Agreement, and stating that this Agreement is in full force and effect between the transferee and the City.

(b) In the event Company, upon Transfer, seeks to be released from and seeks to assign its rights and obligations under this Agreement, the City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Company; (ii) any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all the obligations of the Company under this Agreement; and (iii) there shall be submitted to the City for review all instruments and other legal documents involved in effectuating transfers described herein; and if approved by the City its approval shall be indicated to the Company in writing. In the absence of specific written agreement by the City to the contrary, no such Transfer approval by the City hereof shall be deemed to relieve Company, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto. Nor shall Company or any other party bound by this Agreement be released from any obligations hereunder without the written release of the City.

(c) After issuance of the Certificate of Completion on the Minimum Improvements, Company may transfer or assign any portion of the Development Property or the Minimum Improvements or Company’s interest in this Agreement without the consent of the City, provided that the transferee or assignee agrees in writing to be bound by all Company’s obligations remaining hereunder. Company shall submit to the City written evidence of any such transfer or

assignment, including the transferee or assignee's express assumption of Company's obligations under this Agreement relating to the period after the date of such transfer or assignment. If Company provides such evidence of transfer and assumption, Company shall be released from liability under this Agreement. If Company fails to provide such evidence of transfer and assumption, Company shall remain bound by all its obligations under this Agreement arising after the date of such transfer or assignment.

(d) Notwithstanding the foregoing, the City approves the assignment of the TIF Note to Developer, on behalf of the Company.

Section 6.3 Release and Indemnification Covenants.

(a) The Company releases from and covenants and agrees that the City and their governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project, except for loss or damage to property or any injury to or death of any person resulting from any defect in the Project resulting from the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(b) Except for the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Company agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(c) The City and the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Company or officers, agents, servants, or employees or any other person who may be about the Development Property or the Minimum Improvements due to any act of negligence of any person, except the Indemnified Party.

(d) All covenants, stipulations, promises, agreements and obligations of the City or the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City.

(e) The Company additionally agrees to pay or reimburse the City for expenses incurred by the City in the event of a request for information by the State Department of Revenue or State Auditor regarding the TIF Note or an investigation or audit by the State Department of Revenue or the State Auditor relating to the TIF Note, or any other type of inquiry, random or otherwise, by the State Department of Revenue or the State Auditor with respect to the TIF Note, the Company or the Project.

(f) This Section 6.3 shall survive the termination of this Agreement.

ARTICLE VII – REAL ESTATE TAXES

Section 7.1 Real Estate Taxes. The Company shall pay when due and prior to the imposition of penalty all real estate taxes and installments of special assessments, if any, payable with respect to the Development Property and the improvements thereon for real estate taxes due and payable in 2016 and thereafter.

Section 7.2 Tax Increment. In order to complete the Minimum Improvements, the Company agrees that certain improvements are needed to prepare the Development Property for completion and operation of the Minimum Improvements. Accordingly, and in consideration of the Company's obligations and performance under this Agreement, and in order to defray a portion of such costs, the City shall issue the TIF Note to reimburse the Company for the Site Improvement Costs.

Section 7.3. Requests for Reduction of Real Estate Taxes. The Company acknowledges that the sole source of money to make the payments on the TIF Note is the Available Tax Increment derived from the Development Property and Minimum Improvements. The Company shall notify the City of any administrative or judicial review affecting the market value of the Development Property and the improvements thereon for real estate tax purposes. In such event, the City will continue to make payments under the TIF Note to the Company but reduced based upon the Company's requested reduction in assessed market value and/or real estate taxes, with any additional Tax Increment available for payment being withheld from the Company until such time that the administrative or judicial review affecting the Development Property and the improvements thereon is finally determined.

ARTICLE XIII – EVENTS OF DEFAULT

Section 8.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events, but only if the subject event has not been cured within 60 days after receipt of written notice of such failure from the City, or if the event is by its nature incurable within 60 days, the Company does not, within such 60-day period, provide assurances reasonably satisfactory to the City that the failure will be cured as soon as reasonably possible:

(a) failure by the Company to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

(b) failure by the Company to pay when due the real estate taxes and installments of special assessments, if any, with respect to the Development Property and the improvement thereon due and payable in 2016 and thereafter; or

(c) If the Company shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;

(ii) make an assignment for benefit of its creditors;

- (iii) admit in writing its inability to pay its debts generally as they become due; or;
- (iv) be adjudicated a bankrupt or insolvent.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs and is continuing, the City may exercise the following rights under this Section 8.2:

- (a) The City may suspend its performance under the Agreement and until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under the Agreement.
- (b) The City may cancel and rescind the Agreement.
- (c) The City may withhold the Certificate of Completion and the TIF Note.
- (d) The City may cancel and rescind the TIF Note.
- (e) The City may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce the performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 8.3 Modification for Benefit of Mortgagees. In order to facilitate the obtaining of financing for the construction of the Minimum Improvements, the City agrees to any reasonable modification of Section 5.5 with respect to the disposition of the Net Proceeds of any insurance to accommodate the interests of the holder of a first mortgage; provided, however, that the City determines, in its reasonable judgment, that any such modification will adequately protect the legitimate interests and security of the City with respect to the Project.

Section 8.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.6 Agreement to Pay Attorneys' Fees and Expenses.

- (a) Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein

contained, the Company agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

(b) Whenever the City fails to perform its obligations under this Agreement and the Company shall employ attorneys or incur other expenses for collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City shall pay to the Company the reasonable fees of such attorneys and such other expenses so incurred by the Company.

ARTICLE IX – ADDITIONAL PROVISIONS

Section 9.1 Restrictions on Use. The Company agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Company and such successor and assigns shall devote and use the Development Property for purposes permitted by the City's zoning ordinance.

Section 9.2 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 9.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by one party to the others shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) In the case of the Company, is mailed to or delivered personally to Mountain Iron Development Group LLC, at 3027 Autumn Leave Circle, Green Bay, Wisconsin 54313; Attention: _____;

(b) In the case of the City, is mailed to or delivered personally to 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768-8260; Attention: Administrator;
or at such other address with respect to either such party hereto as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.5 Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

Section 9.6 Amendments. This Agreement may be amended in writing upon mutual agreement of the City and the Company.

Section 9.7 Recording. The Company or the City on behalf of the Company shall record this Agreement and any amendments thereto or a memorandum of this Agreement with the St. Louis County Recorder. The Company shall pay all costs for recording.

Section 9.8 Survival. All of the terms, representations, warranties and covenants in this Agreement shall survive and remain in force for the benefit of the parties after the delivery

to the Company of the Deed and the Certificates of Completion as provided herein, except for those covenants and restrictions specifically released by the Certificates of Completion.

Section 9.9 Termination of Agreement. This Agreement shall terminate on the earlier of (i) the Termination Date; (ii) the date the Agreement is canceled and rescinded under Section 3.1 or 8.2 hereof; or (iii) such other date as is mutually agreeable to the parties hereto. Except for Section 6.3, the Company shall have no obligations under this Agreement after the Termination Date. At the request of the Company, the City shall provide an acknowledgment, in recordable form, that the Termination Date has occurred.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be duly executed as of the date first above written.

CITY OF MOUNTAIN IRON, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ST LOUIS)

The foregoing instrument was acknowledged before me on _____, 2016, by _____ and _____, the Mayor and Administrator, respectively, of the City of Mountain Iron, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

Notary Public

(Signature page to Contract for Private Development by and between City of Mountain Iron, Minnesota and Mountain Iron Development Group LLC)

MOUNTAIN IRON DEVELOPMENT GROUP LLC

By _____
Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of Mountain Iron Development Group LLC, a Wisconsin limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

FORM OF CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF MOUNTAIN IRON, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), has entered into a Contract for Private Development dated as of _____, 2016, with Mountain Iron Development Group LLC, a Wisconsin limited liability company ("Company"), recorded in the office of the County Recorder in and for the County of St. Louis and the State of Minnesota, as Document No. _____ (the "Development Agreement"), regarding the land described on Exhibit A attached hereto in the County of St. Louis and the State of Minnesota (collectively, the "Property").

WHEREAS, said Contract for Private Development incorporated and contained certain covenants and restrictions with regard to the completion of the Minimum Improvements, as defined therein; and

WHEREAS, the Company has, to the present date, performed such covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this Certificate.

NOW, THEREFORE, this is to certify that all building construction and other physical improvements on the Minimum Improvements specified to be done and made by the Company on the Property have been completed and the above covenants and conditions in the Contract for Private Development have been performed by the Company and that the provisions for completion of the Minimum Improvements contained therein are hereby released absolutely and forever insofar as they apply to the Property, and the County Recorder or the Registrar of Titles in and for the County of St. Louis and State of Minnesota is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of the Contract for Private Development relating to the completion of the construction of the Minimum Improvements.

CITY OF MOUNTAIN IRON, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ST LOUIS)

The foregoing instrument was acknowledged before me on _____, 2016, by _____ and _____, the Mayor and Administrator, respectively, of the City of Mountain Iron, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

Notary Public

(Signature page to Contract for Private Development by and between City of Mountain Iron, Minnesota and Mountain Iron Development Group LLC)

MOUNTAIN IRON DEVELOPMENT GROUP LLC

By _____
Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Mountain Iron Development Group LLC, a Wisconsin limited liability company, on behalf of the company.

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802

EXHIBIT A
to
FORM OF CERTIFICATE OF COMPLETION

That part of Lot 4 Block 3 ROCK RIDGE DEVELOPMENT, lying within the NW 1/4 of SE 1/4, Section 11, Township 58 North, Range 18.

EXHIBIT B
LEGAL DESCRIPTION

That part of Lot 4 Block 3 ROCK RIDGE DEVELOPMENT, lying within the NW 1/4 of SE 1/4, Section 11, Township 58 North, Range 18.

EXHIBIT C
FORM OF TAX INCREMENT REVENUE NOTE

No. R-___

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

CITY OF MOUNTAIN IRON, MINNESOTA

TAX INCREMENT REVENUE NOTE, SERIES 2016

<u>Principal Amount</u>	<u>Annual Rate</u>
	4.00%

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b) AGREED TO BY THE OWNER OF SUCH SECURITIES.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

The CITY OF MOUNTAIN IRON, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the Principal Amount specified above at the Annual Rate specified above (the "Payment Amounts"), to Northward Properties, LLC, a Wisconsin limited liability company (the "Registered Owner"), on behalf of Mountain Iron Development Group LLC, a Wisconsin limited liability company (the "Company"), or its registered assigns, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The Payment Amounts due on this Note shall be payable solely from, and to the extent that the City shall receive the Available Tax Increment, as hereinafter defined.

For purposes of this Note, Available Tax Increment shall mean 90% of the Tax Increment received by the City from St. Louis County with respect to the Development Property described on Exhibit A hereto and improvements thereon, located in the City's Tax Increment Financing (Economic Development) District No. 1-15 (the "TIF District") within its Development District No. 1 during the six months preceding any Payment Date specified below and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act") (after deduction of the state auditor fee and the County Auditor fee) and subject to Section 4.3 of the Agreement. Interest payable on this Note shall start to accrue as of the later of the following dates: (i) the Company provides the City the documentation for Project Costs as required by the Agreement; and (ii) the City issues the Certificate of Completion for the Minimum Improvements. Payments under this Note shall be applied first to accrued interest and then to the unpaid principal amount hereof. There shall be no accruing on any unpaid interest. The payments on this Note shall be made by the City on a semi-annual basis on February 1 and August 1 commencing August 1, 2018, and continuing through February 1, 2027 (each referred to herein as a "Payment Date"). This Note shall terminate and be of no further force and effect on February 2, 2027, or upon payment in full of the principal and interest on this Note, or on any date upon which the City shall have terminated the Agreement (hereinafter defined), whichever occurs earliest ("Maturity").

The City's obligation hereunder to pay each Payment Amount on the respective Payment Dates shall be further conditioned on the fact that there shall not at the time have occurred and be continuing an Event of Default under that certain Contract for Private Development, dated as of March __, 2016, as the same may be amended from time to time (the "Agreement"), by and between the City and the Company, and, further, if pursuant to the occurrence of an Event of Default under the Agreement the City elects to cancel and rescind the Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to the provisions of the Agreement for a fuller statement of the definitions of Tax Increment and Available Tax Increment and the rights and obligations of the City to pay the Payment Amounts of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of or interest on this Note and no property or other asset of the City, save and except the above-referenced Available Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act. The obligations on this Note are payable solely from Available Tax Increment as defined in the Agreement derived from the City's Tax Increment Financing (Economic Development) District No. 1-15 which the City duly established within its Development District No. 1.

Except as hereinafter qualified and subject to Section 6.2(b) of the Agreement, this Note may not be assigned but, upon such assignment, the assignor shall promptly notify the City at the office of the Administrator by registered mail, and the assignee shall surrender the same to the Administrator either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Mountain Iron, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Chair and attested by its Administrator and countersigned by its Treasurer and has caused this Note to be issued on and dated _____, _____.

CITY OF MOUNTAIN IRON, MINNESOTA

By _____
Its Mayor

ATTEST:

By _____
Its Administrator

CERTIFICATE OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, _____, was on said date registered in the name of Northward Properties, LLC and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

Registered Owner	Date of Registration	Signature of Administrator
Northward Properties, LLC 130 W Superior Street Suite 1000 Hanft Fride PA Duluth, MN 55802 Federal Tax ID No.: _____		

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Note and all rights thereunder, and does hereby
irrevocably constitute and appoint _____ attorney to transfer the said
Note on the books kept for registration of the within Note, with full power of substitution in the
premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the
name as it appears upon the face of the within Note in every particular,
without alteration or any change whatsoever.

The Administrator will not effect transfer of this Note unless the information concerning
the assignee requested below is provided.

Name and Address: _____

Taxpayer Identification Number: _____

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES
ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE,
OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE
ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE
WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND
UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE
TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY
FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND
INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH
LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT
COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b)
AGREED TO BY THE OWNER OF SUCH SECURITIES.**

**THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE
MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND
MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE
EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.**

EXHIBIT A
TO TAX INCREMENT REVENUE NOTE
Development Property

That part of Lot 4 Block 3 ROCK RIDGE DEVELOPMENT, lying within the NW 1/4 of SE 1/4, Section 11, Township 58 North, Range 18.

**EXHIBIT D
SITE IMPROVEMENTS AND SITE IMPROVEMENT COSTS**

Improvement	Estimated Cost
Land Acquisition	\$75,000
TOTAL	\$75,000

COUNCIL LETTER 040416-VID
PUBLIC HEALTH AND SAFETY
ORDINANCE NUMBER 01-16

DATE: March 31, 2016
FROM: Public Health and Safety Board
Fire Department
Craig J. Wainio
City Administrator

Ordinance Number 01-16 requires the placement of a lock box on the exterior of all commercial, industrial, government and multi-family buildings. The installations will be required on new construction, remodeling or in the case of change of ownership. Lock boxes contain keys to the buildings and are accessible through a master key maintained by Emergency personnel. This is a cooperative program with the Virginia Fire Departments. The Mountain Iron Fire Department and the Public Health and Safety Board have reviewed the Ordinance and recommend is approval by the City Council.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

ORDINANCE NUMBER 01-16

REQUIRED LOCK BOX (KNOX BOX) INSTALLED ON THE EXTERIOR OF THE STRUCTURE OF COMMERCIAL AND MULTI UNIT RESIDENTIAL PROPERTIES FOR FIRE SAFETY

THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:

SECTION 1: KEY LOCK BOX SYSTEM.

- A. The following structures shall be equipped with a key lock box at or near the main entrance or such other location required by the Fire Chief. Said lock box shall be installed to the front of the building near the entrance at a height of a minimum of 48 inches and not to exceed 80 inches.
 1. Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency;
 2. Multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living units;
 3. Governmental structures and nursing care facilities;
- B. All newly constructed structures subject to this section shall have key lock box (Knox Box) installed and operational prior to the issuance of occupancy permit. All Structures in existence on the effective date of this section and subject to this section shall have one year from the effective date of this section to have a key lock box installed and operational. Any existing structure that is purchased or overtaken during the first year of the ordinance must install a key lock box within 30 days of the purchase or overtaking. Any structure in Section A, Items 1, 2 or 3 that will undergo additions, upgrades or repairs shall also require a key lock box installed at the time of the upgrades/repairs.
- C. The fire chief shall designate the type of key lock box system to be implemented within the city and shall have the authority to require all structures to use the designated system.
- D. The owner or operator of a structure required to have a key lock box shall, at all times, keep a key in the lock box that will allow for access to the structure.
- E. The fire chief shall be authorized to implement rules and regulations for the use of the lock box system.

SECTION 2: ENFORCEMENT AND PENALTY. Penalties shall be accordance with Section 10.99 of the Mountain Iron City Code.

SECTION 3: SEVERABILITY. If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 4: INCONSISTENT ORDINANCES. All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

SECTION 5: CITY CODE. This Ordinance shall be incorporated into the Mountain Iron City Code as Chapter 97.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective in accordance with State Statute.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF MARCH, 2016.

ATTEST:

Mayor Gary Skalko

City Administrator

COMMUNICATIONS
April 4, 2016

1. Thank you, from SWOP for the donation.
2. Mediacom is in the process upgrading their system.
3. Merritt Elementary PTA Kid Fit Carnival.



Summer Work Outreach Project
 PO Box 237
 Mt. Iron, MN 55768

A Minnesota non-profit 501(C)3 organization since 2008

Serving Kids, Serving Communities
 In Buhl-Kinney, Chisholm, Mt. Iron & Virginia

Welcome to SWOP's 2016
 Community Partnership

Receipt for Partnership Investment 2016

Investment received \$ 1000⁰⁰ Date: 3-21-16
 Name/contact/position Gary Skalko
 Organization City of Mt. Iron
 Address 8586 Enterprise Dr. S. Mt. Iron 55768
 Phone _____

Thank you for your investment as a Community Partner/Distinguished Partner! By doing so, you are participating in SWOP's important mission of shaping the lives of 11 to 14 year old youth through this six week summer program of life skills, community service, and work experience.

Community Partners are organizations, businesses, and individuals who invest in SWOP at the level of **\$500 to \$1,000 per year**. As a Partner, you will be named in all of SWOP's publicity and reports as a Partner and are welcome to attend the summer program awards banquet on July 21st. Partners may also provide one (1) or more representatives to attend scheduled meetings of the board. Partners who invest at the level of \$1,000 or more are recognized as **Distinguished Partners**.

SWOP's fiscal year is January, 2016 - December, 2016

Authorized Signature Barb Dobson
 Barb Dobson, Financial Administrator

Please keep this receipt for your records.

In compliance with Internal Revenue Service regulation, no goods or services were provided in exchange for your gift. SWOP remains exempt under 501(C)3 of the IRS code



Thomas J. Larsen
Senior Vice President
Government & Public Relations

March 21, 2016

Dear Mayor and City Leaders:

In March 1996, Mediacom began acquiring and reinvigorating cable systems in the nation's underserved markets. Our mission was simple: offer the small and mid-sized communities we serve the same or better communications and video services as America's largest cities. Through the hard work and commitment of our 4,600 U.S. based employees, I am proud to say that, over the past two decades, we have delivered on that promise.

Now the time has come to go even further by giving our customers access to one of the fastest broadband networks in the world. To that end, we announced last week **a \$1 billion capital investment plan** that will help fund a number of important customer initiatives over the next 3 years (see Attachment).

Headlining our list of projects:

- the wide-scale deployment of 1 gigabit per second broadband services to virtually all of the 3 million homes and businesses located within our 22 state footprint;
- the expansion of the Mediacom Business fiber network to create more "lit-buildings" within downtown areas and commercial districts in our markets;
- the extension of our residential video, Internet, and phone network to pass an additional 50,000 homes;
- and the launch of community Wi-Fi throughout commercial areas across our national footprint.

The combination of these exciting new projects with our continued focus on improving the customer experience will ensure that Mediacom stays at the forefront as a major contributor to the economic growth and business development of the communities we serve. Unlike some other broadband providers whose services rely on federal, state or local taxpayer subsidies, the investment Mediacom is making to bring 1-Gig and other services to your community is being funded entirely by private money.

Thank you for the continued opportunity to serve your community. With Mediacom's announcement of a \$1 billion capital investment plan over the next 3 years, I believe our collective future is very bright.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Larsen", is written over a light blue circular stamp.

Tom Larsen

About Mediacom Communications

Mediacom Communications Corporation is the eighth largest cable operator in the U.S. serving about 1.3 million customers in smaller markets primarily in the Midwest and Southeast through its wholly-owned subsidiaries, Mediacom Broadband LLC and Mediacom LLC. Mediacom offers a wide array of information, communications and entertainment services to households and businesses, including video, high-speed data, phone, and home security and automation. Through Mediacom Business, the company provides innovative broadband solutions to commercial and public sector customers of all sizes, and sells advertising and production services under the OnMedia brand. More information about Mediacom is available at www.mediacomcc.com.

Contact:

Tom Larsen

SVP – Government & Public Relations

845-443-2754

tlarsen@mediacomcc.com



To Whom It May Concern:

Merritt Elementary, along with the PTA, is organizing the third annual "KID FIT" Carnival to be held on April 29th, 2016. There will be games and activities that teach the students about fitness and how to be HEART HEALTHY. Thanks to our sponsors, last year's carnival was a huge success. We are again looking to the community for donations or prizes for our drawings. Any contribution helps keep the "KID FIT" Carnival free for the students and is greatly appreciated.

Thank you for your consideration.

Merritt Elementary PTA

Alicia Nelson

(218) 780-2647

alinels2@aol.com

Courtney Johnson

(612) 369-3150

courtney_pouliot@yahoo.com

Craig,

*Add to
April 4
Agenda!*

Thanks,

Craig