



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, MAY 16, 2016

6:30 P.M.

MOUNTAIN IRON COMMUNITY CENTER

MOUNTAIN IRON ROOM

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, MAY 16, 2016 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the May 2, 2016, Regular Meeting (#1-52)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#103-105)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Public Works Director's Report
 - 1. Wire Quotes (#53-54)
 - 2. Boring Quotes (#55-60)
 - D. Library Director/Special Events Coordinator's Report
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. City Attorneys Report
 - H. Fire Department
 - 1. Hire Firefighters (#61)
 - 2. Advertise for Firefighters (#61)
 - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution 28-16 Approving a Joint Powers Agreement (#62-78)
 - B. Seasonal Employees (#79)
- VII. Communications (#80-85)
- VIII. Announcements
- IX. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
May 2, 2016

Mayor Skalko called the City Council meeting to order at 6:35p.m. with the following Council members present: Susan Tuomela, Alan Stanaway, Tony Zupancich, Joe Prebeg, Jr. and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator Michael Downs, Director of Public Works Sally Yuccas, Librarian Director/Special Events Director; John Backman, Sheriff's Department 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 April 18, 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 April 16-30, 2016 totaling \$271,763.69 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period April 16-30, 2016, totaling \$279,654.36 (a list is attached and made a part of these minutes).

The motion carried on a roll call vote.

Public Forum:

- Gary Cerkverick from the City of Mountain Iron Economic Development Authority spoke in regards to a proposal for Rock Ridge Workforce Housing Project.
- Becky Landon, from the Project Group, spoke about proposal for support from the City of Mountain Iron for the Rock Ridge Workforce Housing Project, thus creating affordable housing on different levels. New construction for roughly a 50 unit Rental Housing, funding would hopefully be through the Low Income Tax Credit Program, which would come from a competitive application process from the IRS. Financing would be from mortgage against the property, the Low Income Tax Credit Program and the development of a Tax Increment Financing District. Becky mentioned that they would work with the City to ensure that the standards are met in regards to Criminal background and financial history checks prior to Property Management Staff allowing qualification for housing at this location.
- David Strier, from Newport Partners and DOMUS Development, introduced himself and gave information about DOMUS which hails from the West Coast, mentioned that he would be the contact along with Becky Landon out of Minneapolis, MN.
- Gary Cerkverick mentioned this project was not a guarantee; the City of Mountain Iron would be in competition with surrounding area projects the State of Minnesota would be the ones to allocate Tax credits.
- Rocky Kavajecz stated that this development would possibly spur more development with the area. Mayor Skalko and Councilor Zupancich thanked Rocky from the City of Mountain Iron for all of his help and development within the Rock Ridge area.

Mayor's Report:

- Condolences to the family of Robert "Bob" Vidmar.
- Happy Birthday to Paul Fisher, 96 on April 26nd, Gladys Johnson, 97 on May 5th

- Thank you to those volunteers that served as Guardians for the 9th Honor Flight on April 30th, taking Veterans to Washington D.C. for the day
- Several comments and complaints, Mayor Skalko asked that the City of Mountain Iron contact Owners of Plaza 53 in regards to fixing parking lot, since it is a private parking lot.

It was moved by Skalko and seconded by Prebeg to draft and send a letter to the Owners of Plaza 53 West asking them to possibly fix their parking lot.

It was moved by Zupancich and seconded by Tuomela to approve the attached Cooperative Agreement; authorizing the City of Mountain Iron to enter a Cooperative Agreement with Saint Louis County, thus receiving funds through the Minnesota State Transportation Improvement Program (STP) for construction of a pedestrian and bicycle trail (a copy is attached and made a part of these minutes). The motion carried unanimously on roll call vote.

City Administrator reported on following:

- Comprehensive Plan Survey is still available for public input, information and link on the City's website, hard copies can be obtained from City Hall or Mountain Iron Library.

At 7:25pm it was moved by Zupancich and seconded by Prebeg to recess the regular City Council meeting, so the City Administrator could meet with Gary Cerkverick, Becky Landon and Rocky for questions in regards to technical question for timeline in application due in June.

At 7:30pm it was moved by Zupancich and seconded by Prebeg to reconvene the regular City Council meeting.

It was moved by Prebeg and seconded by Stanaway to approve the quote for Concrete work presented by Cone Construction. This project includes the batting cage and pavilion at South Grove for the amount of \$15,735.00 as well as sidewalk replacement at the Community Center and the concrete for the new area for the garbage cans at the Community Center for the amount of \$13,191.08 (a copy is attached and made a part of these minutes). The motion carried on roll call vote.

Director of Public Works reported on the following:

- Summer help applications are still being taken at City Hall until May 6th at 4pm, very few applications have been received.

Library Director/Special Events Coordinator report:

- May 12th at 1pm, Norwegian Author
- May 16th at 1pm, Theatrical Character Design program
- May 24th at 10:30 am, Anything you wanted to know about American Indians
- June 8th at 1pm, Pushing Chain Music Program

Sheriff's department:

- No formal or informal report

City Engineer:

- Cracking to be expected due to cracks being in the sub-base, rule of thumb is cracking to be seen a year after overlay completed. Thus sealing is necessary to help mitigate these cracks from enlarging.

It was moved by Zupancich and seconded by Stanaway to authorize the City of Mountain Iron staff to seek quotes for up to \$20,000 worth of crack sealing for various recently paved City Streets. The motion carried unanimously.

It was moved by Stanaway and seconded by Tuomela to authorize the City of Mountain Iron staff to contact Saint Louis County concerning the condition of Spirit Lake Road, especially North of Residents. The motion carried unanimously.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 25-16; stating the City of Mountain Iron whole heartedly supports Saint Louis County's efforts in developing and approving an ordinance allowing for the operation of ATVs on County Roads (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Zupancich and seconded by Tuomela to adopt Resolution Number 26-16; the City of Mountain Iron consenting to the process for the creation of a Tax Increment Financing District in support of proposed Rock Ridge Multifamily Housing Project as presented to the City Council (a copy is attached and made a part of these minutes). The motion carried unanimously on roll call vote.

It was moved by Prebeg and seconded by Tuomela for a motion, supporting the proposed housing development at Rock Ridge stating that this development aligns with the City of Mountain Iron's Comprehensive Plan (2008), Economic Development Strategy (2010); and that they development will meet locally identified housing needs; and that the proposed housing is in short supply in the local housing market. The motion carried unanimously.

It was moved by Stanaway and seconded by Stanaway to adopt Resolution Number 27-16; stating the City of Mountain Iron emphatically endorses S.F. 3582 and stands united in their support to retain local control over the utilization of the taconite revenue entrusted to the IRRRB (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Prebeg and seconded by Tuomela to adopt enclosed proposal QTB033414 with Braun Intertec Corporation and Benchmark Engineering for the decommissioning of the Nichols Township ponds and soil borings to be completed within that area. MPCA approval has been received on all preconstruction submittals and required grant agreement has been entered (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Stanaway and seconded by Zupancich to adopt and implement the newly revised Drug and Alcohol Testing Policy for the City of Mountain Iron (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Prebeg and seconded by Tuomela to approve the City of Mountain Iron to enter into an agreement with the Payment Services Network, thus offering residents the option to pay City bills online; Payment Services Network is a partner of Civic Systems which supplies all of the City's accounting and billing software (a copy is attached and made a part of these minutes). The motion carried unanimously.

The Council reviewed the list of communications.

At 8:08p.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. Strong Towns to Host Community Conversations on Economics in the Iron Range, additional smaller luncheon panel discussions, with guest speaker Strong Towns President Charles Marohn.
Schedule for events:
Monday, May 16th at 6pm, Grand Rapids, Timberlake Lodge
Tuesday, May 17th at 4pm, Hibbing, Barr Engineering
Wednesday, May 18th at 6pm, Aurora, Mesabi East School-Large Commons
Thursday, May 18th at 6pm, Virginia, Mesabi Range College-Virginia Campus
2. Thank you from the Mesabi Family YMCA, for the generous donation to the 2016 Mesabi Family YMCA Dinner & Auction Fundraiser.

Summary By Category And Distribution

Category	Distribution	Amount
MISCELLANEOUS	MISC. INCOME-ELECTRIC ACCT	98.21
UTILITY	UTILITY	103,738.44
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	23,968.66
METER DEPOSITS	ELECTRIC	850.00
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	36.19
PERMITS	BUILDING	152.92
CAMPGROUND RECEIPTS	FEES	800.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	59.18
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	21.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	345.90
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	1,820.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	12.88
CD INTEREST	CD INTEREST 101	15.48
CD INTEREST	CD INTEREST 378	70.68
CD INTEREST	CD INTEREST 602	9.94
CD INTEREST	CD INTEREST 603	9.94
CD INTEREST	CD INTEREST 604	4.41
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	544.71
BUILDING RENTALS	COMMUNITY CENTER	150.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	40,287.04
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	400.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	-
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	40.00
BUILDING RENTALS	SENIOR CENTER	50.00
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,668.20
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	383.76
MISCELLANEOUS	GRANTS RECEIVABLE	90,000.00
COPIES	COPIES	55.75
MISCELLANEOUS	CABLE TV FRANCHISE FEE	5,795.48
MISCELLANEOUS	REIMBURSEMENTS	350.00
BUILDING RENTALS	NICHOLS HALL	25.00
Summary Totals:		<u>271,763.69</u>

Check Issue Date(s): 05/09/2016 - 05/09/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/16	05/09/2016	148439	10071	ACS ADVANCED CONSTRUCTION	602-20200	2,315.00
05/16	05/09/2016	148440	10075	AMERIPRIDE SERVICES	101-20200	90.14
05/16	05/09/2016	148441	10042	AUTO VALUE VIRGINIA	101-20200	40.66
05/16	05/09/2016	148442	20022	BENCHMARK ENGINEERING INC	301-20200	6,172.75
05/16	05/09/2016	148443	30095	BLAZEWCZ, JUSTIN	101-20200	10.00
05/16	05/09/2016	148444	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	7,545.29
05/16	05/09/2016	148445	30017	CARQUEST (MOUNTAIN IRON)	101-20200	1,228.51
05/16	05/09/2016	148446	30068	CHAD, GREG	101-20200	50.00
05/16	05/09/2016	148447	30022	COLOSIMO PATCHIN KEARNEY	101-20200	65.00
05/16	05/09/2016	148448	30072	COMPUTER WORLD	101-20200	1,421.50
05/16	05/09/2016	148449	30032	COURT ADMIN -CONCILIATION	604-20200	10.00
05/16	05/09/2016	148450	60060	ESCH CONSTRUCTION SUPPLY INC	101-20200	210.20
05/16	05/09/2016	148451	50049	ESSENTIA HEALTH	602-20200	25.00
05/16	05/09/2016	148452	60026	FASTENAL COMPANY	101-20200	540.37
05/16	05/09/2016	148453	60029	FERGUSON ENTERPRISES INC	101-20200	225.98
05/16	05/09/2016	148454	60045	FIELD LOGIC INC	101-20200	2,038.47
05/16	05/09/2016	148455	60003	FIVE SEASONS SPORTS CENTER	101-20200	164.59
05/16	05/09/2016	148456	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
05/16	05/09/2016	148457	140013	HD SUPPLY WATERWORKS, LTD.	604-20200	62,111.94
05/16	05/09/2016	148458	80001	HILLYARD/HUTCHINSON	101-20200	1,337.80
05/16	05/09/2016	148459	120032	LAKE COUNTRY POWER	101-20200	214.50
05/16	05/09/2016	148460	120002	LAWSON PRODUCTS INC	101-20200	258.50
05/16	05/09/2016	148461	120014	LUNDGREN MOTORS	101-20200	112.47
05/16	05/09/2016	148462	130026	MESABI SIGN COMPANY	101-20200	73.88
05/16	05/09/2016	148463	130138	MIB YEARBOOK	101-20200	110.00
05/16	05/09/2016	148464	130002	MIDWAY FORD COMPANY	301-20200	24,594.70
05/16	05/09/2016	148465	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,267.56
05/16	05/09/2016	148466	140049	NORRI DISTRUBUTING COMPANY INC	101-20200	92.00
05/16	05/09/2016	148467	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	173.52
05/16	05/09/2016	148468	140056	NORTHLAND TRUST SERVICES INC	601-20200	8,162.50
05/16	05/09/2016	148469	30086	NYMAN, JULIE	101-20200	40.00
05/16	05/09/2016	148470	140065	NYMAN, KEITH	101-20200	70.00
05/16	05/09/2016	148471		Information Only Check	101-20200	.00 V
05/16	05/09/2016	148472	40032	OFFICE OF MN.IT SERVICES	101-20200	912.31
05/16	05/09/2016	148473	160066	PACE ANALYTICAL SERVICES	602-20200	184.80
05/16	05/09/2016	148474	160003	PERPICH TV & MUSIC INC	101-20200	69.99
05/16	05/09/2016	148475	160037	PRAXAIR	101-20200	156.66
05/16	05/09/2016	148476	160030	PRECISION MACHINE	101-20200	10.00
05/16	05/09/2016	148477	30071	PUGLEASA, JOSEPH	101-20200	1,384.90
05/16	05/09/2016	148478	180004	RANGE COOPERATIVES	101-20200	30.15
05/16	05/09/2016	148479	160051	RYAN PONTINEN	101-20200	90.00
05/16	05/09/2016	148480	190004	SKUBIC BROS INC	603-20200	44.08
05/16	05/09/2016	148481	190104	SNYDER INDUSTRIES INC	603-20200	67.98
05/16	05/09/2016	148482	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
05/16	05/09/2016	148483	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	46.00
05/16	05/09/2016	148484	200058	TILLMAN, STEPHANIE	101-20200	30.00
05/16	05/09/2016	148485	210001	UNITED ELECTRIC COMPANY	101-20200	702.89
05/16	05/09/2016	148486	210009	USA BLUE BOOK	602-20200	196.97
05/16	05/09/2016	148487	220025	VERIZON WIRELESS	101-20200	17.78
05/16	05/09/2016	148488	220014	VIKING INDUSTRIAL NORTH	604-20200	417.13
05/16	05/09/2016	148489	260008	ZUPANCICH, DANNY J.	101-20200	20.00

Totals:

167,763.17

Payroll-PP Ending 4/22/16
TOTAL EXPENDITURES

111,888.19
\$279,651.36

COUNCIL LETTER 050216-IVB1

ADMINISTRATION

COOPERATIVE AGREEMENT

DATE: April 28, 2016

FROM: Craig J. Wainio
City Administrator

This agreement was presented by St. Louis County concerning the old town to South Grove bike and pedestrian trail. Currently, the City will be receiving 85% Federal funding for the project. The County is proposing to de-federalize to project because the funding actually flows through the County to the City. In essences the County will take our federal money and use it on another federal project they are going to replace our funding with county funding. Federal funding has a lot more stipulations and requirements to it and as a benefit to the City and since the County is already complying on the other project they will move the funding. It will be no net loss in funding for the City also we will save money and time by not having to comply with federal regulations. It is recommended that the attached agreement between the City and the County be approved.



Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

James T. Foldesi, P.E.
Public Works Director/
Highway Engineer

April 19, 2016

Mr. Craig Wainio
Administrator/Clerk
City of Mountain Iron
8586 Enterprise Dr. South
Mt. Iron, MN 55768

Re: Cooperative Agreement for CP 0000-127242/SP 69-090-029 Federal Funding

Dear Mr. Wainio:

Please find enclosed 3 (three) copies of the cooperative agreement for the above listed project. Please have the proper Mt. Iron authorities sign all of the agreements, and attach a City Board Resolution if one is required by your city.

When signed, please return all of the agreements to me. We would appreciate receiving the amendments at your earliest convenience to keep the project on schedule.

When fully executed, I will send an original copy to you for your use. If you have any questions, please call me @ (218) 625-3834.

Sincerely,

Boyd W. Johnson
Contract Administration Manager

Enc.

C: SLC - project file and File SP 69-604-073

Contract Routing

St. Louis County
Public Works Department
4787 Midway Road
Duluth, MN 55811

Department: Public Works

Contact Person: Boyd Johnson

Contract With: CITY OF MT IRON

Purpose: CPA000-127242 / SP 69-090-029 FUND SWA7

Type of Contract: cooperative w/ 1969-604-073
(see reverse)

Contact person shall indicate (with X) persons who must review and sign. COUNTY ATTORNEY MUST BE THE LAST TO SIGN ALL CONTRACTS.

I. CONTRACT DRAFT OR PROPOSAL

Review and Approval

Purchasing Division

Initial

Date

File No.

County Attorney Draft/Review

Damion No.

Department Head Review

[Signature]

4/19/2016

County Board Authorization if Applicable

16-233, 4/12/16

Resolution No.

MUST BE ATTACHED

II. CONTRACT EXECUTION

Must Sign if X

Contractor

Department Head

Procurement Manager

County Board Chairperson

Auditor

County Attorney

Date

4/19/2016

RETURN THIS FORM, WITH ALL COPIES OF THE FULLY EXECUTED CONTRACT, TO CONTACT PERSON LISTED ABOVE.

Contact person shall send this form with a copy of completed contract to the Auditor for official file.

TO JMF 4/18/16
TO MT IRON 4/19/16

AGREEMENT

THIS AGREEMENT is between the City of Mountain Iron, a political subdivision of the State of Minnesota, hereinafter referred to as the "City", and the COUNTY OF ST. LOUIS, a duly organized county within the State of Minnesota, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the City has applied for and secured Federal TAP Funds through the Minnesota State Transportation Improvement Program (STIP) for construction of a pedestrian and bicycle connection from Old Town Center to a location south of TH 169 located in Mountain Iron, Minnesota, hereafter referred to as the "Project" and,

WHEREAS, the County is required to act as the fiscal agent and contract administrator for the State of Minnesota in administering federal TAP funding and is required to administer the construction contract for the Project, hereafter referred to as the "Contract", under the Minnesota Department of Transportation Delegated Contract Process and,

WHEREAS, the County has SP 069-604-073 that is not fully funded with Federal monies to the 80 percent maximum amount, and

WHEREAS, the City, to de-federalize the Project, agrees to transfer the Federal monies allocated for the Project to the County for use on SP 069-604-073. In return, the County will not be required to be the fiscal agent or contract administrator for the Project and will pay the City up to \$274,560.00 in County funds.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. The City is responsible for the design, construction, contract administration, project management and all other activities necessary to design, construct, and maintain the trail connection from Old Town Center to a location south of TH 169.
2. The City shall be responsible for costs incurred for the design, construction, contract administration, project management and maintenance of the trail connection from Old Town Center to a location south of TH 169.
3. The City shall submit to the County, prior to advertising, the Statement of Estimated Quantities (SEQ). The SEQ shall detail the pay items and quantities for the trail, as well as any other construction incorporated into the Project.
4. Upon award of the contract, the County will pay the City for construction costs of the Project up to 95% of 80 % of the total construction bid costs that are eligible for federal funding, to a maximum of \$247,560.00.
5. The County will make final payment to the City after final acceptance of the Project. Final payment shall include all required funds up to 80% of reimbursable construction items and pay up to a maximum of \$247,560.00. Payment will be due within thirty (30) days of receipt of a valid statement of final contract construction quantities for the cost

**St. Louis County
City of Mountain Iron
Pedestrian and Bike Trail
SP 69-090-029, C.P. 0000-127242**

for the project. In the event that the amount of funds advanced by the County are in excess of the required funds, the excess shall be returned to the County without interest within 30 days of invoice.

6. The City is responsible for all costs exceeding the maximum match of \$247,560.00 to be paid by the County.

FURTHERMORE,

1. The City agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the City's execution or performance of the work provided for herein. The City further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.
2. The County agrees that it shall indemnify, save, and hold harmless the City and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.

IT IS FURTHER AGREED, that any and all employees of the County of St. Louis, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County only and not of the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.

IT IS FURTHER AGREED, that any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of the City.

**St. Louis County
City of Mountain Iron
Pedestrian and Bike Trail
SP 69-090-029, C.P. 0000-127242**

IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day of _____, 2014.

CITY OF MOUNTAIN IRON

By _____
Mayor

By _____

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

By  _____
Public Works Director/
Highway Engineer

APPROVED AS TO FORM:

By _____
County Attorney



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: April 12, 2016 Resolution No. 16-233
Offered by Commissioner: Jewell*

Agreement with City of Mt. Iron for Fund Transfer for County Project 0000-127242

RESOLVED, That the St. Louis County Board authorizes an agreement, and any amendments approved by the County Attorney, with the City of Mt. Iron where the city will transfer federal monies allocated for the city's project CP 0000-127242/SP 69-090-029 to the county for use on its project CP 0004-136147/SP 69-604-073, and St. Louis County will pay the city up to \$247,560 in county funds for the federal funds received from the city. The transfer will be within Fund 220, Agency 220398.

Commissioner Jewell moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Boyle, Dahlberg, Stauber, Nelson and Chair Raukar - 6
Nays – None
Absent – Commissioner Rukavina – 1

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of April, A.D. 2016, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 12th day of April, A.D., 2016.

DONALD DICKLICH, COUNTY AUDITOR

By


Deputy Auditor/Clerk of the County Board

COUNCIL LETTER 050216-IVC1

PUBLIC WORKS

CONCRETE PROPOSAL

DATE: April 28, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Attached is a proposal from Cone Construction for our 2016 cement work. This project includes the batting cage and pavilion at South Grove as well as sidewalk replacement at the Community Center and the concrete for the new area for the garbage cans at the Community Center. It is recommended that the City Council approve the quote presented by Cone Construction.

Cone Construction Inc.

QUOTE

25929 County Rd. 59
Bovey, MN 55709

(218) 245-2313
(218) 245-2100 FAX

QUOTE TO:
City of Mt. Iron

Attn: Mike

BID DATE 04/15/2016
QUOTE DATE 04/15/2016
Project No.
Project No.
Eng. Firm:

PROJECT:
South Grove
Povillion and Batting Cage
City of Mt.Iron

Estimator: Elmer

Time:

No.	Description	Unit	Quant	Unit PRICE	AMOUNT
2021.501	Mobilization Lump	L.S.	1.00	\$600.00	\$600.00
2521.501	5" Concrete Pavilion	Sq. Ft.	1,200.00	\$7.66	\$9,192.00
2521.501	4" Concrete Batting Cage	Sq. Ft.	1,050.00	\$5.66	\$5,943.00
TOTAL					\$15,735.00
Each Mobilization after first add					\$0.00

COMMENTS:

1. Cone's share of bond and required taxes is included.
2. The costs for excavation and or removal is by others.
3. The costs for bedding materials and installation labor related to items of quote is by others, and is not included in this quote.
4. Cone will do fine grading of in place bedding materials.
5. Required Traffic control costs (including railroad requirements if required) related to the installation of items is not included in this quote.
6. Construction staking costs related to above units of quote is by others.
7. On site or laboratory requirements for concrete testing and costs is by others, and is not included in this quote.
8. 1ft. of room between existing dirt and back of new curb needed for proper placement. (Backfilling is not included)
9. 6" of sod on each side of walk to be removed by others to allow for walk forming and installation.
10. General Contractor to supply concrete truck washout area per plans.
11. Cold weather protection is not included in this quote.

Cone Construction Inc.

QUOTE

25929 County Rd. 59
Bovey, MN 55709

(218) 245-2313
(218) 245-2100 FAX

QUOTE TO:
City of Mt. Iron

Attn: Mike 218-748-7570

BID DATE 04/15/2016
QUOTE DATE 04/15/2016
Project No.
Project No.
Eng. Firm:

PROJECT:
Community Center
Repair
City of Mt. Iron

Estimator: Elmer **Time:**

No.	Description	Unit	Quant.	Unit PRICE	AMOUNT
2021.501	Mobilization Lump	L.S.	1.00	\$600.00	\$600.00
2521.501	4" Concrete Walk	Sq. Ft.	758.00	\$7.66	\$5,806.28
2521.501	5" Concrete Side Entrance	Sq. Ft.	240.00	\$8.77	\$2,104.80
2531.501	Design B6-1B Curb & Gutter	Lin. Ft.	120.00	\$31.34	\$3,760.80
2531.507	5" Concrete Garbage Pad	Sq. Ft.	120.00	\$7.66	\$919.20
TOTAL					\$13,191.08
Each Mobilization after first add					\$0.00

COMMENTS:

1. Cone's share of bond and required taxes is included.
2. The costs for excavation and or removal is by others.
3. The costs for bedding materials and installation labor related to items of quote is by others, and is not included in this quote.
4. Cone will do fine grading of in place bedding materials.
5. Required Traffic control costs (including railroad requirements if required) related to the installation of items is not included in this quote.
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9. 6" of sod on each side of walk to be removed by others to allow for walk forming and installation.
10. General Contractor to supply concrete truck washout area per plans.
11. Cold weather protection is not included in this quote.



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 25-16

SUPPORTING THE SAINT LOUIS COUNTY ATV ORDINANCE

WHEREAS, Saint Louis County is developing an All-Terrain Vehicle (ATV) Ordinance to allow for the operation of ATVs on County Roads; and

WHEREAS, the City of Mountain Iron supports the operation of ATV's within its City Limits including on County Roads; and

WHEREAS, a Saint Louis County ordinance providing for the clear and county wide regulations of the operation of ATVs on County Road is needed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron whole heartedly supports Saint Louis County in their efforts in developing and approving an ordinance to allow for the operation of ATVs on County Roads.

DULY ADOPTED BY THE CITY COUNCIL THIS 2nd DAY OF MAY, 2016.

ATTEST:



City Administrator



Mayor Gary Skalko



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RESOLUTION NUMBER 26-16

CONSENTING TO THE PROCESS FOR THE CREATION OF A HOUSING TAX INCREMENT FINANCING DISTRICT IN SUPPORT OF THE PROPOSED ROCK RIDGE MULTIFAMILY HOUSING PROJECT

WHEREAS, the City of Mountain Iron (the "City") is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota; and

WHEREAS, pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.174-469.1799 et. seq., as amended, the City acting through the Mountain Iron Economic Development Authority (the "EDA") is authorized to use tax increment financing to carry out the public purposes described therein and contemplated thereby; and

WHEREAS, a proposal has been made by Domus Development (the "Developer") to construct 50 units of multifamily housing at Rock Ridge in the City and 100% of the units will be affordable to persons with incomes at 60% of the area median income (the "Project"); and

WHEREAS, the Developer has submitted its development proposal to the City and the City is supportive of continuing further consideration of the Project; and

WHEREAS, the City wishes to support the Project and directs staff to work with the Developer to take the steps necessary to create a tax increment financing district for the Project but cannot agree to create a tax increment district until all statutory requirements have been satisfied, including the consideration of comments from the public and affected governmental jurisdictions following a public hearing; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City supports the Project and, subject to final determination of project eligibility, required reviews, public input, notices and hearings, and without surrendering its legislative discretion, hereby authorizes staff to proceed with the steps required to establish a tax increment financing district for the Project; and

BE IT FURTHER RESOLVED, that City staff, in connection with the activities required to be undertaken by the City and the EDA, continue its analysis of the Rock

Ridge project, negotiate the terms and conditions of a development contract with the Developer or an affiliate whose general partner is controlled by the Developer, and prepare a development plan and tax increment financing plan for the Project, all subject to final determination of project eligibility, required reviews, public input, notices and hearings.

DULY ADOPTED BY THE CITY COUNCIL THIS 2nd DAY OF MAY, 2016.

ATTEST:

City Administrator

Mayor Gary Skalko



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RESOLUTION NUMBER 27-16

SUPPORT OF S.F.3582 - IRRRB REORGANIZATION

WHEREAS, the Iron Range Resources and Rehabilitation Board (IRRRB) was created in 1941 by the Minnesota legislature to provide a structure to promote economic development, assist local communities, townships and school districts within the Taconite Assistance Area (TAA) with needed infrastructure repairs, upgrades and job growth opportunities, and

WHEREAS, the funds dedicated to the IRRRB are generated from iron ore and taconite mining operations in lieu of property taxes instead pay a production tax based on tons of ore produced and the industry is also exempt from the corporate franchise tax and instead pays an occupation tax, and

WHEREAS, taconite production and occupation taxes are a major revenue source for counties, cities, towns, and school districts located in the "Taconite Assistance Area." The Taconite Assistance Area includes all or a portion of Cook, Lake, St. Louis, Itasca, Aitkin, Crow Wing, and Koochiching counties. Part of the revenue is also paid to the Iron Range Resources and Rehabilitation Board (IRRRB), a state agency that conducts a variety of operations in northeastern Minnesota, and

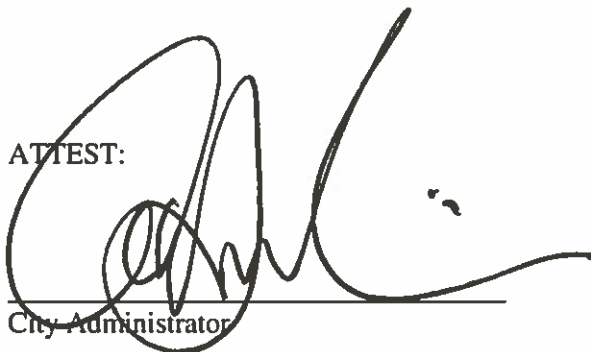
WHEREAS, a recent audit of the IRRRB by the Minnesota Legislative Auditor has determined that the current structure of the board of the IRRRB may be subject to a challenge under the Minnesota constitution, and

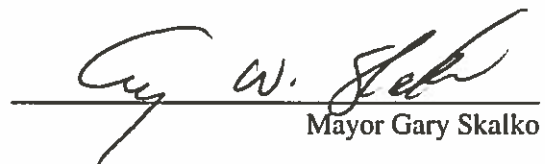
WHEREAS, Senate Majority Leader, Tom Bakk has authored Senate File# 3582 which effectively alters the structure of the nine member board of directors of the IRRRB to an advisory board structure and affords the Commissioner of the Agency authority to exercise fiduciary responsibility over utilization of the agency's annual budget that will require approval of the Governor of the State of Minnesota similar to all other agencies in the state.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it emphatically endorses S.F. 3582 and stands united in our support to retain local control over the utilization of the taconite revenue entrusted to the IRRRB.

DULY ADOPTED BY THE CITY COUNCIL THIS 2nd DAY OF MAY, 2016.

ATTEST:



City Administrator

Mayor Gary Skalko

April 13, 2016

Proposal QTB033414

Craig J. Wainio, City Administrator
City of Mountain Iron
City Hall
8586 South Enterprise Drive
Mountain Iron, MN 55768

Re: Proposal for a Geotechnical Evaluation - Revised
Nichols Pond Decommissioning
South of Mud Lake Road
Mountain Iron, Minnesota

Dear Mr. Wainio:

We respectfully submit this revised proposal to complete a geotechnical evaluation for the proposed Nichols Pond Decommissioning project at the above referenced site.

Our Understanding of Project

We understand that the City of Mountain Iron has recently received a grant from the Minnesota Pollution Control Agency (MPCA) for the remediation of abandoned waste water treatment ponds formally operated for Nichols Township. The ponds are located south of Mud Lake Road and north of Mashkenode Lake within the city limits of Mountain Iron. The wastewater ponds consist of a larger pond approximately 21 1/2 acres in size connected to a smaller pond to south which is approximately 7 acres in size.

Benchmark Engineering, Inc. is working with Stantec and the City of Mountain Iron on developing procedures required to decommissioning the ponds. In typical pond decommissioning, the water and bio solids contained in the ponds, and the earthen embankment of the pond dikes are removed.

Typical wastewater holding ponds are constructed with an impermeable clay liner in order to contain the water and solids within them. Upon review of original plan drawings for the ponds, provided by the City of Mountain Iron, it appears that the height thickness of the clay embankment of the dikes is about 8 to 10 feet. It is unknown to us the thickness of the clay liner at the bottom of the ponds. We anticipate that water depth within the ponds is about 6 feet.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations within the pond and evaluate their impact on pond dewatering and planning for the pond decommissioning.

Scope of Services

In order to provide recommendations for pond dewatering we propose an investigation that includes soil borings, piezometer wells, monitoring of static ground water, field tests, laboratory tests of soils and analysis of collected data.

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

According to our review of aerial imagery and conversations with you, access to the ponds is through an existing road connecting to Mud Lake Road from the north. It is our understanding that the road has received minimal maintenance over the years and will require an all-terrain mounted drill rig to access the ponds and exploration locations. Our proposed scope includes a site visit to access site and access conditions.

We have assumed that large vegetation, brush and snow will be removed prior to our arrival onsite and that our dual axle support truck will be able to access the site and boring locations.

We will stake the boring locations and Benchmark Engineering will provide elevations at the locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill seven (7) standard penetration test borings at selected locations on the pond dikes. We will extend 3 of the borings to a depth of 30 feet and 4 of the borings to a depth of 20 feet. The intention of the deeper boring is to reach a sand unit underlying the surficial till in the site vicinity for piezometer placements.

Penetration tests will generally be performed at 2 ½-foot vertical intervals to a depth of 16 feet, and at 5-foot intervals at greater depths (in general accordance with ASTM Method D1586). We will perform continuous sampling at anticipated bottom of pond depth elevations in order to better define the soil strata at these locations

If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

We anticipate shallow groundwater conditions at the site. In order to evaluate and monitor the initial static groundwater levels and changing levels over time, we propose to install four (4) open pipe piezometers with five-foot screens at selected exploration borings. The locations of our proposed boring and piezometer locations are shown in the attached sketch.

We have budgeted to preform four (4) initial readings of piezometers including the installation of a data logger to collect groundwater levels at pre-determined time intervals. Regular monitoring of the remaining piezometers will be required for evaluation of groundwater conditions after the initial readings. We understand these readings will be collected by others. We understand Benchmark will provide periodic pond water and nearby stream water level elevations to help further our analysis.

Once the piezometers' water levels have stabilized, water levels will be measured, and slug tests will be performed to assess the hydraulic conductivities at each location. This information, along with the other information from the borings, will be used to carry out hydrologic calculations to estimate dewatering rates during pond decommissioning.

Borehole/Piezometer Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer. Based on the proposed boring depths, we plan to seal 70 feet of borehole with bentonite grout.

We have not budgeted for removal of piezometers, we have assumed that the piezometers will be removed and abandoned by others.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer in general accordance with ASTM D2487. To help classify the materials encountered and estimate/measure the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests:

- *(20) Moisture content tests (ASTM D2216)* – intended to aid in classification, evaluation of moisture condition, and estimation of engineering parameters;
- *(4) Sieve Analyses through the #200 sieve (ASTM D1140)* – intended to aid in classification and determination of the gravel- and sand-sized particle distribution;
- *(4) Mechanical sieve-hydrometer analyses (ASTM D422)* – intended to aid in classification and determination of the gravel-, sand-, silt- and clay-sized particle distribution;
- *(8) Percent passing the #200 sieve tests* – intended to aid in classification and to determine the percentage of silt/clay-sized (fines) particles;

It is our intention to only perform laboratory tests that will be necessary to our analyses. If after review of the soils it is our opinion that portions of the above schedule would not be cost-beneficial to the project, we will reduce the schedule and we will not charge for tests that are not performed. Conversely, if after review it appears that additional testing would provide potential cost-benefits to the project, we will request authorization for the additional testing through a Change Order.

Reporting

Data obtained from the borings, piezometer measurements, field tests and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform analyses related to pond decommissioning and prepare a report, including:

- A site reconnaissance to evaluate site conditions and rig access
- A sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion regarding the impact of groundwater on construction.
- Recommendations for short and long term dewatering of the ponds.
- Discussions on the water levels in the ponds over time in the case that the ponds are not dewatered

Only an electronic copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members.

Additional Services

We have not included potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. Costs for snow plowing or towing (if necessary) will be charged at a rate of 1.15x the actual cost. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment), or beyond the scope of services indicated above will be charged at a rate of \$220 per hour.

If borings must be extended beyond their intended termination depths, or if additional borings are required, we will charge an additional \$25 per lineal foot beyond the originally intended termination depth.

Cost

We will furnish the services described in this proposal for a lump sum fee of **\$21,000**. We will not exceed this estimated fee without your authorization through a Change Order.

A breakdown of the proposed fees is provided in the table below.

Service	Fee
Drilling and Piezometer Installation	\$10,190
Site Reconnaissance/Site Layout/Staking/Utility Clearance	\$1,100
Field Work /Slug Test/Piezometer Readings	\$3,260
Laboratory Testing	\$1,820
Engineering, Report Compilation, and Coordination	\$4,730
Base Total	\$21,000

Our work may extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate our work can be performed according to the following schedule:

- *Drill rig mobilization* – within 1 to 2 weeks following receipt of written authorization;
- *Field work mobilization* – within 1 to 2 weeks following receipt of written authorization;
- *Drill rig exploration/piezometer installation* – 3 days on-site to complete the work;
- *Field work exploration* –
 - 1 - 6 hour trip for site reconnaissance
 - 2 – 4 hour trips for initial piezometer readings
 - 2 – 6 hour trips for slug testing
- *Classification and laboratory testing* – within 1 to 2 weeks following completion of the field exploration;
- *Preliminary results* – as the data from piezometer readings are obtained and analyzed;
- *Preliminary Report submittal* – after sufficient data is obtained and analyzed, anticipated late spring.
- *Final Report submittal* – anticipated August 2016

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We appreciate the opportunity to present this proposal to you. *If acceptable, please return a signed copy in its entirety as authorization to proceed.*

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Vic Roethler at 218.929.1493 or vroethler@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Victor M. Roethler, EIT
Staff Engineer



Joseph C. Butler, PE
Associate Principal/Senior Engineer

Attachments:

Proposed Boring Location Sketch - Revised
General Conditions (9/01/13)

c: Alan Johnson, PE, Benchmark Engineering

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

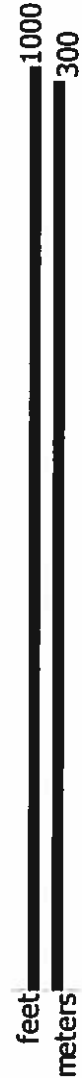
Authorizer's Name (please print or type)

Authorizer's Title

Date



Google earth



Google earth

General Conditions

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing.

We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.6 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

**City of Mountain Iron
DRUG AND ALCOHOL TESTING POLICY FOR
COMMERCIAL DRIVERS
(DOT POLICY)**

PURPOSE AND OBJECTIVES

The City of Mountain Iron (“Employer”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The Employer is concerned about providing a safe workplace for its employees, and while the Employer does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of Employer property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation (“DOT”), the Employer has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver’s license (CDL) to perform their duties.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the Employer to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Substance Abuse Policy Employee Acknowledgement of Notification” form. (See Section 4.)

Because changes in applicable law and the Employer’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the Employer will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act will take precedence over this policy to the extent the policy has not incorporated those revisions.

PERSONS SUBJECT TO TESTING & TYPES OF TESTS

All employees are subject to testing whose job duties include performing “safety-sensitive duties” on Employer vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or
4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disabled commercial motor vehicle.

The Employer may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

Pre-Employment Testing. All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the Employer. A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years. (See Release of Information from Previous Employer Form, in Section 4.)

The Employer will contact the candidate’s DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above, and review the testing history if feasible before the employee first performs safety-sensitive functions for the Employer.

Post-Accident Testing. As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the Employer will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffic violation from the accident and a vehicle is required to be towed from the accident scene.

This chart summarizes when DOT post-accident testing needs to be conducted:

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the Employer
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

Post-Accident Controlled Substance Testing

Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the Employer will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

Post-Accident Alcohol Testing

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the Employer will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the Employer will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The Employer may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the Employer.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the Employer and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Random Testing. Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected and tested more than once, and others not at all

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2016, federal law requires the Employer to test at a rate of at least twenty-five percent (25%) of its average number of drivers for controlled substance each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

Reasonable Suspicion Testing. When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the Employer will require the driver to submit to an alcohol and/or controlled substance test. (See Reasonable Suspicion Observation Form in Section 4.)

The Employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the Employer who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or controlled substance. (See Reasonable Suspicion Training Record form in Section 4.) These observations leading to an alcohol or controlled substance test will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the Employer. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the Employer will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the Employer will prepare and maintain on file a record stating the reasons the alcohol test was not administered, and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the Employer permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Return-to-Duty Testing. The Employer reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the Employer consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.

Follow-Up Testing. The Employer reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers.

Should the Employer reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the Employer will ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

Cost of Required Testing. The Employer will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion controlled substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

REQUIRED PRIOR CONTROLLED SUBSTANCE AND ALCOHOL CHECKS FOR APPLICANTS

The Employer will conduct prior drug and alcohol checks of applicants for employment to drive a commercial motor vehicle. Applicants must execute a consent form authorizing the Employer to obtain the required information. The Employer will obtain (pursuant to the applicant's written consent) information on the applicant's alcohol test with a concentration result of 0.04 or greater, positive controlled substance test results, refusals to be tested, and other relevant information within the preceding three (3) years which are maintained by the applicant's previous employers. The Employer will obtain all information concerning the applicant which is maintained by the applicant's previous employers within the preceding three (3) years pursuant to DOT and FMCSA controlled substance and alcohol testing regulations. The Employer will review such records, if feasible, prior to the first time a driver performs safety-sensitive functions.

PROHIBITED CONDUCT

The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of Employer policy.

Under the influence of alcohol when reporting for duty or while on duty. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for 24 hours, escorted home and placed on vacation leave for hours missed from work.

On-Duty Use of Alcohol. No driver may use alcohol while performing safety-sensitive functions.

Pre-Duty Use of Alcohol. No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

Alcohol Use Following an Accident. No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, which ever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substance Test. No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including termination. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the Employer.

- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the Employer and/or collector.
- Fails to undergo a medical examination as directed by the Employer pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

Altering or attempting to alter a urine sample or breath test. A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

Controlled Substance Use. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the Employer immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the Employer's workplace. The federal government still classifies cannabis as an illegal drug. **There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the Employer.** Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

Controlled Substance Testing. No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for controlled substance.

In addition to the conduct prohibited by applicable DOT and FMCSA regulations, the Employer also maintains other applicable policies regarding drug and alcohol that are applicable to all employees. For specifics regarding those requirements, refer to the Employer's policy for non-DOT related drug and alcohol policy.

COLLECTION AND TESTING PROCEDURES

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use an Employer vehicle to drive to the collection site.

Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel requests to remove any unnecessary outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form (“CCF”) which drivers providing a sample will sign as well.

Alcohol Testing. Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”) at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver’s first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a “negative” test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver’s inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the Employer by the collection site staff.

Controlled Substance Testing. The Employer will use a “split urine specimen” collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver’s privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically-acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, which precluded the driver from providing a sufficient amount of urine, the Employer will consider the test to have been canceled. If a licensed physician cannot make such a determination, the Employer will consider the driver to have engaged in a refusal to test, and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the Employer. If the initial result is positive or non-negative, a "confirmatory retest" will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the Employer who will direct the driver to contact the MRO.

REVIEW OF TEST RESULTS

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders, and is responsible for receiving and reviewing laboratory results of the controlled substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant believes a mistake was made at the collection site, at the laboratory, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.

- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the Employer. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second “B” container) tested at the driver’s expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee’s failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the Employer may pay for all costs associated with the test and there will be no adverse action taken against the employee or job applicant.

NOTIFICATION OF TEST RESULTS

Employees. The Employer will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive, and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

Right to Confirmatory Retest. Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver’s split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

Dilute Specimens

- *Dilute Negatives*
Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL
If the Employer receives information that a driver has provided a dilute negative specimen, the Employer will direct a recollection, pursuant to the MRO's direction, under direct observation.

CONSEQUENCES FOR DRIVERS ENGAGING IN PROHIBITED CONDUCT

Job Applicants. Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for controlled substance pursuant to this policy.

Employees. Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

- Removal from Safety-Sensitive Functions
No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the Employer, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy, or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home, but be escorted to his or her home. The driver will then be placed on vacation, for hours missed from work.
- Notification of Resources Available
The Employer will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or controlled substance test of the resources available to the driver, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and

counseling and treatment programs. The Employer will provide this SAP listing in writing at no cost to the driver.

- **Discipline**

The Employer reserves the right to impose whatever discipline the Employer deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

- **Evaluation. and Return to Duty Testing**

Should the Employer wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

- **Follow-Up Testing**

If the driver passes the return-to-duty test, he/she will be subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- **Refusal to test**

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- **Responsibility for Cost of Evaluation and Rehabilitation**

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the Employer or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the Employer pursuant to a collective bargaining agreement.

LOSS OF CDL LICENSE FOR TRAFFIC VIOLATIONS IN COMMERCIAL AND PERSONAL VEHICLES

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in any way.

MAINTENANCE AND DISCLOSURE OF RECORDS

Except as required or authorized by law, the Employer will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

POLICY CONTACT FOR ADDITIONAL INFORMATION

If you have any questions about this policy or the Employer's controlled substance and alcohol testing procedures, you may contact your immediate supervisor, to obtain additional information.

DEFINITIONS

“Accident,” means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term “accident” does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

“Alcohol Concentration (or Content),” means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

“Alcohol Use,” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

“Applicant,” means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

“Breath Alcohol Technician” or “BAT,” means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

“Employer,” means Employer of [Employer Name].

“Employer Premises,” means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the Employer.

“Collection Site,” means a place designated by the Employer where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances. 49 C.F.R. § 40.3.

“Commercial Motor Vehicle,” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of

materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107. Fire trucks and other emergency fire equipment are not considered to be commercial vehicles under this policy.

“Confirmation (or Confirmatory) Test,” for alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substance testing, “Confirmation (or Confirmatory) Test” means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

“Controlled Substance,” means those substances identified in 49 C.F.R. § 40.21(a). Marijuana, amphetamines, opiates, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition. 49 C.F.R. § 382.107; 49 C.F.R. § 40.21(a).

“Department of Transportation” or “DOT,” means the United States Department of Transportation.

“DHHS,” means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

“Disabling Damage,” means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

“Driver,” means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the Employer or who operate a commercial motor vehicle at the direction of or with the consent of the Employer. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

“Drug,” has the same meaning as “controlled substance.”

“Employee seeking a transfer,” refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

“Evidential Breath Testing Device” or “EBT,” means a device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” 49 C.F.R. § 40.3.

“Federal Motor Carrier Safety Administration” or “FMCSA,” means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

“Medical Review Officer” or “MRO,” means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

“Performing (a Safety-Sensitive Function),” means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

“Positive Test Result,” means a finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

“Reasonable Suspicion,” means a belief a driver has engaged in conduct prohibited by the FMCSA controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or Employer official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Observation Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

“Safety-Sensitive Function,” means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at an Employer plant, terminal, facility, or other property, or on any public property,

- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

“Screening Test (also known as Initial Test),” in alcohol testing, means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In controlled substance testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens from further consideration. 49 C.F.R. § 382.107.

“Substance Abuse Professional” or “SAP,” means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. 49 C.F.R. § 382.107.



Pricing Proposal for City of Mountain Iron

Payment Service Network, Inc.
2901 International Lane
Madison Wisconsin 53704

www.PaymentServiceNetwork.com

VOICE 866.917.7368

FAX 608.442.5116

Ruth Ponder

DIRECT 608-442-5058

rponder@PaymentServiceNetwork.com

Simplifying Your Business Day



Thank you for allowing me to submit this proposal. Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. Please let me know if there is any additional information you require. The staff at PSN looks forward to providing you with personalized service.

This proposal quotes costs for the services that are marked below. If you would like quotes on any additional services, please let me know.

PAYMENT METHODS

Included	Not Included	
√		Credit and Debit Card Payments
√		Checking and Savings Payments
	√	Cash and Money Orders

PAYMENT CHANNELS

Included	Not Included	
√		Online and Standard Mobile App
√		Automated Phone (IVR) and PSN Call Center
√		Counter Credit Card Swipes
√		Virtual Terminal for Your Staff
√		Cash Payment Locations Arranged by PSN
√		Residents' Banks' Bill Payment System
	√	Paper Check Scanning (Check 21)

ADDITIONAL SERVICES

Included	Not Included	
√		Web Customization
√		Data Sharing (System Integration)
√		eBills
	√	Customized Mobile App
	√	Customized Automated Phone (IVR)
	√	Outbound Auto-Call Messaging
	√	Lockbox Processing

Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

Service Implementation Fee Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Mobile App Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • eBill Design • Marketing Support	One-time fee	\$149
Data Sharing/Integration Includes, as applicable: Integration Specialist • Creating Specifications • Developing Interface • Coordination with Your Software Supplier • Testing • Training	One-time fee	Waived
Website Customization Fee Includes: Development of Web Portal with Your Header and Links	One-time fee	\$200 <i>Optional Upgrade</i>
Support, Maintenance Fee Includes, as applicable: Online Portal, Standard Mobile App, IVR System Upgrades and Maintenance • CallCenter Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More	Monthly fee NOTE: If PSN eBills are used, this fee is waived.	\$14.95
eBill Fee Includes: Creation of PDF eBills • Posting Online • Archiving for 24 Months • Email Notifications (Includes "Ready to View," "Coming Due" and "Past Due," as Applicable)	Monthly fee NOTE: If PSN eBills are used, the Support, Maintenance fee is waived	\$49.95
Credit Card Terminal Maintenance Fee	Monthly fee \$2.50 for each additional terminal	\$4.95 With Purchase of Credit Card Swipe Terminal
PCI Security Compliance Fee Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing	Annual fee (one fee regardless of number of accounts)	\$89

Equipment Cost- *Optional Upgrade*

Credit Card Swipe Terminal-VeriFone VX520 with EMV Chip Reader* Includes: Terminal • Setup • Shipping	One-time cost per terminal	\$219
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*VeriFone vx520 can accommodate up to ten different payment types (utility, Licenses, Permits, Fees, Fines, etc.)

Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card) and/or how the payment is made.

OPTION 1: Residents Pay All Fees

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Swipe • Automated Phone (IVR) • PSN Call Center	\$1.00	2.75% (+50¢ if under \$100)*

*Credit cards include your choice of VISA, MasterCard, Discover and American Express

OPTION 2: City Pays Check Fees & Residents Pay Credit Card Fees

Fees Paid by Your Residents

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Swipe • Automated Phone (IVR) • PSN Call Center	None	2.75% (+50¢ if under \$100)*

*Credit cards include your choice of VISA, MasterCard, Discover and American Express

Fees Paid by You

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual	50¢	None
Automated Phone (IVR)	75¢	None
PSN Call Center	\$1.50	None

OPTION 3: All Fees Paid by City

Payment Channel	Check/Savings	Credit/Debit Card
Online • Mobile • Virtual • Swipe	50¢	50¢ + credit card fees
Automated Phone (IVR)	75¢	75¢ + credit card fees
PSN Call Center	\$1.50	\$1.50 + credit card fees

Credit card fees for VISA, MasterCard, Discover:

Interchange Rate + Network Card Assessment Fee + Discount Rate + Authorization Fee

- **Interchange Rate:** You will pay the special government rate charged by the credit card company. PSN does not mark up the interchange rate to assure you get charged the lowest possible fee for the card being used by your resident. Potential range: 1.6% to 3%. Example: \$100 payment x 1.6% = \$1.60. Most debit cards are regulated and will have an interchange rate of 0.05% + 22¢. If you have a \$100 debit card payment the interchange would be 27¢. PSN will also arrange special utility interchange rates for your utility department should they use this service. Utility department fees are a flat rate between 45¢ - \$1.50; most settle between 65¢ - 75¢.
- **Network Card Assessment Fee:** You will pay the amount charged by the credit card networks; PSN does not mark up this fee. The fee is a percentage based on the total monthly payment amount and is charged monthly. Example: \$1,000 in total monthly payments x 0.14% network fee = \$1.40.
- **Discount rate (a term used by merchant providers)** is an added cost. It is a percent of the transaction. You will pay a discount fee of 0.4%. Example: \$100 payment x 0.4% discount fee = 40¢.
- **Authorization fee** is a flat fee of 10¢ per transaction.

Credit card fees for American Express (if you choose to accept): 2.60% plus \$0.50 if under \$100

Optional Services

You can also convert time-consuming traditional payments to ePayments through PSN. These payments can automatically post to your software, if integrated. These fees are paid by the City.

<i>Conversion Methods</i>	<i>Fee</i>
Bank Bill Payment Paper Checks to ePayments	50¢
Cash to ePayment locaton WAL-MART STORES, INC #04849 8580 ROCK RIDGE DR MOUNTAIN IRON, MN 55768	50¢

*NOTE: A \$15 fee is charged to you for any disputed credit/debit card.
Your residents will be charged a \$35 NSF fee.*

COUNCIL LETTER 051616-C1 & C2

PUBLIC UTILITIES

WIRE AND BORING

DATE: May 12, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting authorization to order 25,000 feet of electrical wire from Border States for \$47,250.00. We are recommending this quote due to the availability of the wire, the other quotes have a lead of 12-15 weeks. The wire will be primarily used to serve Woodland Estates.

Secondly, Staff is requesting authorization to hire Gulbranson Excavating to install the electrical service into Woodland Estates.



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Electrical Wholesale Supply of Utah | Western Extralite

Border States Electric - DUL
BSE - Duluth
4451 Airpark Blvd
Duluth MN 55811-5728
Phone: 218-727-8170

Mountain Iron Light & Water Dept
8586 Enterprise Dr S
Mountain Iron MN 55768-8260

Quote

BSE Quote: 23989865
Sold-To Acct #: 5047
Valid From: 05/11/2016 To: 05/18/2016
PO No: 1/0 TRXLP Quote
PO Date: 05/11/2016

Created By: Christopher Akers
Tel No: 701-239-2386
Fax No: 701-232-7673

Inco Terms:
PPA FREIGHT ALLOWED - ORIGIN

Payment Terms:
Net 25th prox

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
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	000010	2243905 BICC - 1/0 STRANDFILL 220 TRXLP 16#14 JKT 2500 1/0 strandfill Aluminum, .220 TR-XLP 15KV, 133% 16#14 plain copper neutrals .050 LLDPE Jacket with 3- extruded red stripes with sequential foot mark Industry spec: AIEC CS8 and ICEA S-94-649 On non returnable wood reels ***** PRICE IS ADJUSTABLE ***** ***** STOCK AT THE FACTORY IN MALVERN, AR. *****	25,000 FT	1,890.00 / 1,000	FT	47,250.00
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PRODUCT NOTES:

- > 1/C 1/0 AWG (19W) CPR FILLED AL
- > 0.220" TRXLPE, 133% INSUL. LEVEL, 90C
- > INSULATION DIAMETER: MIN:0.805" MAX:0.895"
- > 16X14 AWG CU CN WIRES
- > 0.050" LLDPE JACKET WITH 3-RES
- > 15KV RATED, EMPOWR@LINK, STRANDFILL@
- > CUSTOMER NAME: MV STOCK, RUS U-1 ACCEPTED
- > CUSTOMER SPEC: INDUSTRY STANDARD
- > CUST. PART NO.: NONE
- > INDUSTRY SPEC: AIEC CS8-07, ICEA S-94-649
- > LENGTH: 2500 FT + 10%/ -10%
- > PACKAGE: NRW 50.32.21 (SPECIFIED)

SHIPPING WAREHOUSE:

- > MALVERN, AR 72104

METAL WEIGHT(S):

- > Aluminum 99.00 LB per 1000 FT / Total 2,475.00 LB
- > Copper 213.00 LB per 1000 FT / Total 5,325.00 LB

PRODUCT WEIGHT:

- > 690.70 LB per 1000 FT / Total 17,267.50 LB

Delivery: 2 Weeks

Total Value

47,250.00

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

COUNCIL LETTER 051616-C1 & C2

PUBLIC UTILITIES

WIRE AND BORING

DATE: May 12, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting authorization to order 24,750 feet of electrical wire from Wesco Distribution for the low quote of \$38,956.50. The wire will be primarily used to serve Woodland Estates.

Secondly, Staff is requesting authorization to hire Gulbranson Excavating to install the electrical service into Woodland Estates.



QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	05/10/16	643765-00
P.O. NO.		PAGE #
		1

CUST.#: 44393

SHIP TO: MOUNTAIN IRON PUBLIC
8866 SLATE STREET
MOUNTAIN IRON, MN 55768

CORRESPONDENCE TO: Resco
PO BOX 44430
MADISON, WI 53744-4430

BILL TO: MOUNTAIN IRON PUBLIC UTILITIES
8586 ENTERPRISE DR. SOUTH
MOUNTAIN IRON, MN 55768

INSTRUCTIONS		TERMS
		.13% 15 N 30
SHIP POINT	SHIP VIA	SHIPPED
Resco - Moorhead	Common Carr	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
CURRENTLY IN STOCK RESCO MIDDLETON, WI WAREHOUSE SUBJECT TO PRIOR SALE							
1	09120303PRYSMIAN CBL MV 1/0SOLAL 15K 220T RXLP3RSJKT16/14 PTUP2750 Vendor Prod: 20127203	24750		24750	foot	1.96500	48633.75
1	Lines Total		Qty Shipped Total	24750		Total Invoice Total	48633.75 48633.75



WESCO
DISTRIBUTION®

601 Lakeview Point
New Brighton MN 55112
651-582-3987
800-328-9557
FAX 651-582-3999
cmacynski@wesco.com

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY

To: Mountain Iron PUC

Date: 5-11-16

Attn: Mike

WESCO is pleased to quote you on the following wire options.

CME

Quote# CME45966-0

Item	Quantity	Description	Unit Price	Extended Price
1	24,750	UD, 1/0-1/w, Aluminum, 220/TR-XLPE, FN 16Wx14awg , 50/LLDPE-Jkt, 15kv 133% I.L. RUS Accepted Put-Up 2750 (FT) +/- 5% tolerance Reel Dimension: 60-28-32	\$1.574	\$38,956.50

Firm price
Quote expires 5-17-16
15-16 week lead time

Southwire

Quote# 20040822

Item	Quantity	Description	Unit Price	Extended Price
2	24,750	1/0 SOLID AL H16/H26 15KV 220 mils 133 TRXLP% 16x14 POLY JACKET/REDSTRIPE 2750' reels +/- 10%	\$1.81	\$44,797.50

Price subject to metals adjustment listed below

The factory does have qty 8 of the 9 reels in stock

Available Stock Lengths...

2,490 FT

2,568 FT

2,646 FT

2,568 FT

2,558 FT

2,134 FT

2,568 FT

2,568 FT

All stock subject to prior sale

Balance would be 15 weeks

Expires 5-18-16

Company Comments

*** QUOTING BASE PRICING SUBJECT TO +/- METAL ESCALATION FROM A BEGINNING ALUMINUM BASE OF \$78.96/CWT AND COPPER BASE OF \$218.29/CWT ADJUSTED AT TIME OF SHIPMENT.

*** PRICING BASED ON RECEIPT OF ORDER FOR QUANTITIES AND PUT UP LENGTHS LISTED. IF QUANTITIES OR PUT UP LENGTHS CHANGE PLEASE NOTIFY SOUTHWIRE TO CONFIRM PRICE.

*** FOR OUT OF STOCK ITEMS MINIMUM ORDER QUANTITIES OF 10,000LBS ON BARE PRODUCTS AND 10,000FT ON COVERED PRODUCTS MAY APPLY.

*** SUBJECT TO SOUTHWIRE ENERGY DIVISION PRICING POLICY DATED 10/1/04 AND SOUTHWIRE STANDARD TERMS AND CONDITIONS (WWW.SOUTHWIRE.COM).

*** FOB DESTINATION FOR ORDERS WITH SHIP FROM LOCATIONS EXCEEDING 5,000LBS.

*** SOUTHWIRE 15KV HI-DRI PRIMARY UD CABLE IS MANUFACTURED TO THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, AND IN CASE OF SPECIFICATION CONFLICTS, IN THE ORDER LISTED: ANSI/ICEA S-94-649, AEIC CS-8, RUS U-1.

*** SOUTHWIRE DOES NOT ACCEPT ORDERS WITH THIRD PARTY FREIGHT BILLING.

*** LENGTH TOLERANCE IS +/- 10% OF NOMINAL UNLESS OTHERWISE SPECIFIED HEREIN.

*** TERMS NET 30. .

*** MINIMUM AGGREGATE ORDER IS \$1000.00.

*** ALL QUOTES ARE SUBJECT TO FINAL CREDIT APPROVAL BEFORE THEY BECOME AN ORDER.

Stock wire option. We have approx. 11,374 (4) reels in stock

Item	Quantity	Description	Unit Price	Extended Price
3	11,374	1/0 solid alum, 15KV, 220mil 16 x #14 , jacketed cable 2750' reels +/- 10% tolerance	\$1.80	\$20,473.20

Subject to prior sale
Net 30 days
Freight allowed
WESCO terms and conditions apply

Regards,
Corey Macynski

GULBRANSON EXCAVATING CO.

4770 Differding Point
Eveleth MN 55734
(218) 741-5747 Fax (218) 741-5763

May 11, 2016

Mike Downs
City of Mt. Iron

Re: Installation of Three Phase Power along Hwy 7 (new development)

Dear Mike:

The following is a labor and equipment price for the above project. It is estimated that there is approximately 2,400' of 3 phase plowing at 42" minimum depth and 860' of directional drilling. City of Mt. Iron will be supplying all materials for this project. The only materials supplied by Gulbranson Excavating will be the 2" sdr13.5 inter-duct. Gulbranson Excavating will not be responsible for damaged utilities that are unknown or improperly marked. This quote does not include sidewalk removal or replace/patch sidewalk or black top. The following is a labor, material, and equipment price for this project. **Note:** this project will be invoiced off of actual footage after project is completed.

Three phase plow est. 2,400'	\$5,520.00
Directional drilling est. 860'	\$10,320.00
2" duct est. 330'	\$323.40

Sincerely,

Shawn Gulbranson
General Manager

COUNCIL LETTER 051616-H1 & H2

FIRE DEPARTMENT

FIREFIGHTERS

DATE: May 12, 2016

FROM: Greg Chad
Fire Chief

Craig J. Wainio
City Administrator

The Fire Department is recommending that the City Council approve the hiring of the following paid on call firefighters:

Dave Surya
Jeff Cielocha
Brad Glatch

The Fire Department request authorization to advertise for firefighters.



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 28-16

APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MOUNTAIN IRON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the St. Louis County Sheriff's Department. Sgt. John Backman, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Jeremy Belleville is appointed as the Authorized Representative's designee.
3. That the City Attorney, Bryan M. Lindsay, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Sharon K. Fredrickson is appointed as the Authorized Representative's designee.
4. That Gary Skalko, the Mayor for the City of Mountain Iron, and Craig Wainio, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF MAY, 2016.

Mayor Gary Skalko

ATTEST:

City Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mountain Iron on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bryan Lindsay, City Attorney, 225 N 1st Street, 1000 Lincoln Building, PO Box 958, Virginia, MN 55792, (218) 749-1962, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: Gary Skalko
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Craig Wainio
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Mountain Iron on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 109207, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Gary Skalko
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Craig Wainio
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COUNCIL LETTER 051616-IVB

**PUBLIC WORKS/PUBLIC UTILITIES
PARKS & RECREATION
PUBLIC LIBRARY**

SUMMER WORKERS

DATE: May 12, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff is seeking City Council approval to hire the following as summer temporary employees:

Public Works/Public Utilities:

Peter Anderson	Archie Winans
Logan Hultgren	Amber Topka
Tasha Mazzeo	Riley Wilson
Kennedy Niska	

Parks & Recreation:

Nick Pecha
Bryce Negen

Library:

Anne Grierson

Coaches:

Laura Petersen	Arin Marks
Jesse White	Eric Drake
Paul Peterson	Casey Kintner
Lindsay Lampi	Tatum Primeau
Austin Lovaas	Chris Primeau
Andrew Dale	Ethan Kangas

Tennis:

Raija Sarich
Angela Otava

The following is a guest editorial by Public Works Engineer Jim Foldesi. It was originally published in the Duluth News Tribune on April 17.

If it's the responsibility of a newspaper to inform the public, then the recent article on St. Louis County's proposed ATV ordinance missed the mark (Draft ordinance would allow ATVs on all St. Louis County roads, highways). The article began with an inflammatory statement, "... allowing all-terrain vehicles, with drivers as young as 12 operating at speeds up to 55 mph, on all county roads and highways", and then buried the details that provide context.

My staff of engineers and I have been working since last fall, gathering input from hundreds of citizens county-wide, ATV users, representatives of cities and townships within the county, law enforcement, surrounding counties that have enacted ATV ordinances, and anyone else who wanted to voice an opinion, including those opposed to an ordinance.

The proposed ordinance does not mention youth and the speed at which they can drive, but rather follows what's allowed by state statute. That means youth, ages 12 to 15, to drive an ATV on a road or right-of-way, must first earn a safety certificate from the Department of Natural Resources. This requires both an on-line safety course and a hands-on safety class.

Additionally, youth must be accompanied by their parent or legal guardian. It's not enough to simply be accompanied by an adult. Riding with a friend's 18-year-old brother isn't sufficient. The parent or legal guardian must be part of the group when riding in the road right of way.

As for the speed limit, we are following state statutes and rules that say vehicles "may not operate in a careless, reckless or negligent manner," and that it is unlawful to "operate a vehicle at a speed greater than is reasonable or proper under all of the surrounding circumstances or greater than the posted speed limit." I can't speak for law enforcement, but strongly suspect they would interpret a 12 year old driving 55 mph as being in violation of those rules.

Following state statute regarding speed and other operational requirements will result in better enforcement. Had we set our own rules and speed limits, only our Sheriff's Office would have been responsible for enforcement. By sticking with state rules, all law enforcement – whether from the state or local jurisdictions – will share the authority.

Other points to consider – young people walk, run and ride bicycles on these same roads. Also, ATVs currently can operate in ditches and back slopes alongside county roads. From a safety perspective, a flat road is a safer surface than an obstruction-filled ditch. And moving ATVs out of ditches is better for the environment. And keep in perspective what county highways are. We're not talking about interstate highways. Half of the county's 3,000 miles of roads have an average daily traffic count of less than 200 vehicles and a gravel surface.

Our busiest roads are typically located within cities, and the proposed ordinance starts out by prohibiting ATVs on all county roads within city limits. It does, however, include a collaborative process involving the county, city and ATV clubs to determine which county roads, if any, within a city will be opened to ATV use. The county retains its jurisdiction over these county roads; however, we want to be good partners with our cities.

St. Louis County is blessed with vast expanses of natural resources and a growing network of ATV trails. But the trail system is not fully developed and there are numerous instances where drivers can only connect from one trail segment to the next by driving on county roads. That fact is what inspired this ordinance. We want to make it possible for responsible drivers to legally ride from trail to trail without having to stop and load up their machine each time they come to a roadway. We fully expect, as the trail system expands, that we will see fewer ATVs on our county roads.

This ATV ordinance is not a done deal. Throughout this process, we have sought and valued public input. That's why we added the extra step of offering a 45-day comment period. People can email us comments until May 20 at atv@stlouiscountymn.gov. Additionally, following a request by the Duluth City Council, our County Board is considering adding a public hearing in Duluth on May 10. The originally scheduled public hearing on May 24 will still take place in Hibbing.

We have a beautiful county, and seeing it while on an ATV is a good way for many to enjoy it. This proposed ordinance makes the experience possible in a safe, legal and responsible way

St. Louis County is developing an ordinance to allow and regulate the operation of all-terrain vehicles (ATVs) on County Roads. The draft of the proposed St. Louis County ATV Ordinance is now available for public review and comment.

The St. Louis County Board of Commissioners has scheduled two public hearing on the draft ordinance:

Tuesday, May 10, at 9:45 a.m. in the County Board room on the second floor of the St. Louis County Courthouse in Duluth.

Tuesday, May 24, at 9:45 a.m. in the Hibbing City Council Chambers, 401 East 21st Street, Hibbing.

- Among the highlights worth noting, the draft ATV Ordinance:
- Provides for ATV operation on all roads outside cities.
- Provides for a permit process for county roads within city limits. In these instances, the county will confer with the city.
- Provides for a permit process for any county roads on an as-needed basis. This will be issue driven and will be a collaborative process with the ATV clubs.
- Does not include conditions for speed, headlights, helmets required under the age of 18 and unsafe operation, because they are already covered by state statute and rules.
- Provides a mechanism for the County Board to close or restrict roads if needed.
- Provides a mechanism for the Public Works Director to close roads quickly in the event of damage or safety issues. These actions are subsequently reviewable by the County Board.
- Provides for an Official All-Terrain Vehicle Map that will be posted on the county website. This will be the document that road users and enforcement refer to. It will be updated as needed through action of the Executive ATV Permit Committee or as a result of County Board action.

To comment or give input:

Anyone unable to attend the Public Hearing on May 24, may submit comments on the draft ordinance by email or mail.

Email your comments to atv@stlouiscountymn.gov

Mail your comments to:

ATV Ordinance
c/o St. Louis County Public Works
4787 Midway Road
Duluth, MN 55811

Comments submitted by email or mail must be received by Friday, May 20, in order to be considered by the County Board.

MINNESOTA • REVENUE

May 3, 2016

City Clerk
City of Mt. Iron
8586 Enterprise Drive S
Mt. Iron, MN 55768

Dear City Clerk:

Please be advised that the annual hearing on unmined iron ore assessments for the year 2016 will begin at 10:00 a.m, Monday, May 23, 2016 in the U. S. Bank Building, 230 1st Street S, Suite 102, Virginia, Minnesota.

Detailed information is enclosed on the 2016 tentative valuations in your taxing district, which will be considered at the hearing.

Sincerely,



Robert A Wagstrom
Engineering Specialist Sr.

Enclosure

Minerals Tax Office
230 1st Street S, Suite 102
Virginia, MN 55792

218-735-3150
Tel: 651-550-5805
Fax: 218-742-9153
Minnesota Relay (TTY) 711
An equal opportunity employer

MOUNTAIN IRON CITY

ST. LOUIS COUNTY

Operating Company and Fee Owner	Name of Property	Description			Assessment Jan 2, 2015 as Equalized by Commissioner of Revenue				Tonnage Changes: M = Mined + = Increase - = Decrease	Last Report	Assessment Jan 2, 2016 as Equalized by Commissioner of Revenue				Value Change
		Subd.	S-T-R	S.D.	Tons	Class	Market Rate \$/Ton	Market Value Unmined Ore			Tons	Class	Market Rate \$/Ton	Market Value Unmined Ore	
USSS Corporation, Fee	Mt. Iron Mine														
	175-70-403	SE-NW	3-58-18	712	16,513	UGC	1.8	300		1963	16,513	UGC	1.8	300	
Tax Forfeit (11/1991)	Brunt Mine	NE-NE	10-58-18	712		154,012 Tons UGC				1968		154,012 Tons UGC			
	175-70-1190	NW-NE	10-58-18	712		112,983 Tons UGHM				1967		112,983 Tons UGHM			
	175-70-1200	NW-NE	10-58-18	712		6,445 Tons OPC				1967		6,445 Tons OPC			
						212,325 Tons OPHM						212,325 Tons OPHM			
						19,388 Tons UGC						19,388 Tons UGC			
	175-70-1210	SW-NE	10-58-18	712		270,308 Tons UGC				1967		270,308 Tons UGC			
						899,815 Tons UGHM						899,815 Tons UGHM			
	175-70-1300	NW-SE	10-58-18	712		49,680 Tons UGHM (Tax Exempt)				1967		49,680 Tons UGHM (Tax Exempt)			
Tax Forfeit (11/1990)	Iroquois Mine	E1/2 NW	10-58-18	712		84,467 Tons OPHM (Tax Exempt)				1962		84,467 Tons OPHM (Tax Exempt)			
	175-70-1240														
		TOTALS			16,513			300		0	16,513			300	0

Plur 4-19-16



The need is constant.
The gratification is instant.
Give blood.™

American Red Cross

Mt Iron Community Blood Drive

Location:

Mt Iron Community Center

Tuesday, May 24th • 1:00 – 6:00 pm

Appt/Info:

Please call 1-800-RED-CROSS or
visit www.redcrossblood.org enter

Sponsor Code: Mt Iron

Driver's license or blood donor card is required to donate.

16-yr olds are now eligible to donate blood with Red Cross consent form.

Download the Blood Donor App by texting BLOODAPP to 90999 and manage everything there.

New “**RapidPass**” available!

Make your appointment & visit redcrossblood.org/RapidPass to complete your health history BEFORE you come to the drive. Only available the day of the drive.

redcrossblood.org | 1-800-RED CROSS | 1-800-733-2767 | Download the Blood Donor App