



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, JUNE 5, 2017

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JUNE 5, 2017 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the May 15, 2017, Regular Meeting (#1-7)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Finland 100 Proclamation (#8)
 - B. City Administrator's
 - C. Director of Public Works Report
 - D. Library Director/Special Events Coordinator's Report
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 15-17 Accepting Work (#9-10)
 - B. Resolution Number 16-17 Authorizing Transfer of Certain Properties (#11-12)
 - C. Resolution Number 17-17 Consent to the Process for a TIF District (#13-16)
 - D. Resolution Number 18-17 Adopting Assessment (#17-19)
 - E. Resolution Number 19-17 Entering into an Agreement with MNDoT (#20-38)
 - F. Authorizations to Serve Liquor (#39-40)
 - G. Code Committee (#41)
- VII. Communications (#42)
- VIII. Announcements
- IX. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
May 15, 2017

Mayor Skalko called the City Council meeting to order at 6:32p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Steve Skogman, Susan Tuomela, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; Rod Flannigan, City Engineer; Bryan Lindsay, City Attorney and SGT John Backman, Sherriff's Department.

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

1. Approve the minutes of the April 20, 2017, Local Board of Appeal and Equalization meeting as submitted.
2. Approve the minutes of the May 1, 2017, regular meeting as submitted.
3. Approve the minutes of the May 8, 2016, Local Board of Appeal and Equalization reconvene meeting as submitted.
4. 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.
5. To acknowledge the receipts for the period May 1-15, 2017, totaling \$172,182.54 (a list is attached and made a part of these minutes).
6. To authorize the payments of the bills and payroll for the period May 1-15, 2017, totaling \$448,942.66 (a list is attached and made a part of these minutes).

It was moved by Skalko and supported by Stanaway to approve the minutes. The motion carried.

Public Forum:

- No one spoke during public forum

The Mayor reported on the following:

- Happy belated birthday to Lillian "Lil" Angelo turned 95 on May 12th

The City Administrator reported on the following:

- West Two Rivers Campground opened May 12th
 - Reservations taken at City Hall or at West Two Rivers Campground
 - Online reservations through City of Mountain Iron website <http://www.mtniron.com/>

It was moved by Prebeg and seconded by Stanaway to approve the Utility Easement with the Mountain Iron-Buhl School, to accommodate the construction of the High School. All costs associated with the easement and power line relocation are to be paid for by the Mountain Iron-Buhl School District. The motion carried.

Director of Public Works:

- Water line break on Highway 7, thank the City workers for spending their Saturday fixing the water line

It was moved by Prebeg and seconded by Tuomela to approve the authorization the City to purchase 200 tons of road salt for the 2017-2018 winter, at the State bid price of \$61.50 per ton to be delivered to the City's salt pile. The motion carried.

Library Director/Special Events Coordinator:

- Thursday, May 18th at 9:00am, "Chair Yoga" at the Mountain Iron Library Basement
- Merritt Days meeting-3rd Thursday of every month at 6:00pm at the Mountain Iron Library

Sheriff's Department:

- Do not hesitate or be afraid to call 911 if someone is behaving at the West Two Campgrounds

City Attorney:

- No formal report

City Engineer:

- No formal report

It was moved by Prebeg and seconded by Skogman to accept the recommendation of the Personnel Committee and extend an offer to Bradford Bennett for the Wastewater/Water Operator position pending physical, drug/alcohol test and background check. The motion carried.

It was moved by Prebeg and seconded by Tuomela to hire the following as summer temporary employees:

Public Works/Public Utilities:

Tevin Woinarowicz	Marydith Long
Brody Bissonette	Arin Marks
Andrew Dale	Dylan Leff
Patricia Overbye	

Parks & Recreation:

Riley Wilson	Casey Kitner
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Library:

Anne Grierson

Coaches:

Cody Ellis	Jill Ellis
Chelsea Mayry	Wyatt Phaneauf

Paul Peterson	Laura Peterson
Lindsey Lampi	Arin Marks
Corey Johnson	Brody Bissonette
Jeff Tiedeman	Rusty Dall
Jesse White	Chris Primeau
Audrey White	

Tennis:

Raija Sarich	Madilyn Jankila
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The motion carried.

It was moved by Prebeg and seconded by Stanaway to approve Resolution #14-17; Authorizing the sale of certain property located and described as Lot 8, Block 7 in Merritt's First Addition to Mountain Iron to adjoining property owners. The lot will be sold as half lot for \$250, if one owner declines the entire lot will be offered to the other owner at \$500 (a copy is attached and made a part of these minutes). The motion carried, with Skogman abstaining.

The council reviewed the list of communications.

At 6:52p.m., it was moved by Skalko and seconded by Skogman that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Communications:

1. Monday, May 22, 2017 from 1:30-3:30pm meeting with Senator Al Franken, at the Virginia City Council Chambers
2. Minnesota Department of Revenue advised of the annual hearing on unmined iron ore assessments for the year 2017, scheduled for Monday, May 22, 2017 at 10:00am at the U.S. Bank Building, 230 1st Street S, Suite 102, Virginia, MN
3. Mediacom announces extending Gigabit Broadband Services to Five-County area of Northern Minnesota, this second wave adds 37 communities where residents can connect to new generation of cable industry technology.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	158,258.61
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	933.75
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	820.00
CAMPGROUND RECEIPTS	FEES	2,820.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	78.60
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	197.72
METER DEPOSITS	ELECTRIC	800.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	875.00
BUILDING RENTALS	SENIOR CENTER	150.00
BUILDING RENTALS	NICHOLS HALL	25.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	150.00
LICENSES	ANIMAL	25.00
SALE OF PROPERTY	SALE OF PROPERTY-GENERAL FUND	1,500.00
METER DEPOSITS	WATER	40.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
MISCELLANEOUS	REIMBURSEMENTS	3,868.50
FINES	PARKING VIOLATIONS	15.00
PERMITS	BUILDING	161.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	285.90
FINES	CRIMINAL	1,019.27
CAMPGROUND RECEIPTS	PAVILION FEES	60.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	20.89
BUILDING RENTALS	COMMUNITY CENTER	50.00
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	188.30
Summary Totals:		<u>172,182.54</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/17	05/16/2017	150020		Information Only Check	101-20200	.00 V
05/17	05/16/2017	150021	10056	A T & T MOBILITY	101-20200	1,474.56
05/17	05/16/2017	150022	10070	A-1 RENTAL SERVICES INC	101-20200	195.00
05/17	05/16/2017	150023	743	ADVANCED MINNESOTA	101-20200	90.00
05/17	05/16/2017	150024	60019	AMANDA INMON	101-20200	941.94
05/17	05/16/2017	150025	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	20.99
05/17	05/16/2017	150026	20022	BENCHMARK ENGINEERING INC	101-20200	5,667.50
05/17	05/16/2017	150027	30055	BTAC ACQUISITION CORP.	101-20200	279.98
05/17	05/16/2017	150028	30084	CARDMEMBER SERVICE	603-20200	5,870.88
05/17	05/16/2017	150029	30017	CARQUEST (MOUNTAIN IRON)	101-20200	325.01
05/17	05/16/2017	150030	170001	CENTURY LINK	101-20200	383.07
05/17	05/16/2017	150031	30082	CITY OF EVELETH	101-20200	103.20
05/17	05/16/2017	150032	220003	CITY OF VIRGINIA	101-20200	60.51
05/17	05/16/2017	150033	130068	CLUB MESABI INC	101-20200	100.00
05/17	05/16/2017	150034	30072	COMPUTER WORLD	101-20200	740.78
05/17	05/16/2017	150035	30083	COPPERHEAD INDUSTRIES, LLC	604-20200	1,286.00
05/17	05/16/2017	150036	382	DEBBIE PODERZAY	101-20200	100.00
05/17	05/16/2017	150037	40063	DEPARTMENT OF COMMERCE	604-20200	111.64
05/17	05/16/2017	150038	380	ED OF MN LOCAL 1406	101-20200	200.00
05/17	05/16/2017	150039	50047	ESS BROTHERS & SONS INC	101-20200	450.00
05/17	05/16/2017	150040	50054	EVERBRIDGE, INC.	101-20200	3,000.00
05/17	05/16/2017	150041	383	GERRY ANDERSON	101-20200	100.00
05/17	05/16/2017	150042	70016	GOPHER STATE ONE CALL INC	604-20200	29.70
05/17	05/16/2017	150043	140013	HD SUPPLY WATERWORKS, LTD.	604-20200	39,336.09
05/17	05/16/2017	150044	80010	HOMETOWN ELECTRIC	101-20200	4,523.16
05/17	05/16/2017	150045	80037	HOMETOWN MEDIA PARTNERS	601-20200	1,229.25
05/17	05/16/2017	150046	315	IRON RANGE PARTNERSHIP	101-20200	200.00
05/17	05/16/2017	150047	8053	JASON GELLERSTEDT	101-20200	200.00
05/17	05/16/2017	150048	120006	L & M SUPPLY	602-20200	1,117.71
05/17	05/16/2017	150049	385	LELA MCCARTHY	604-20200	178.13
05/17	05/16/2017	150050	384	MARY POL	604-20200	107.09
05/17	05/16/2017	150051	130004	MESABI DAILY NEWS	101-20200	51.75
05/17	05/16/2017	150052	130008	MESABI HUMANE SOCIETY	101-20200	1,500.00
05/17	05/16/2017	150053	507	MESABI RANGE YOUTH FOR CHRIST	101-20200	200.00
05/17	05/16/2017	150054	130138	MIB YEARBOOK	101-20200	110.00
05/17	05/16/2017	150055	140028	MINNESOTA ENERGY RESOURCES	101-20200	1,307.84
05/17	05/16/2017	150056	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	450.00
05/17	05/16/2017	150057	130009	MINNESOTA POWER (ALLETE INC)	604-20200	95,299.24
05/17	05/16/2017	150058	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	396.90
05/17	05/16/2017	150059	130079	MN ASSOCIATION OF SMALL CITIES	101-20200	1,499.15
05/17	05/16/2017	150060	130015	MOUNTAIN IRON PUBLIC UTILITIES	603-20200	15,399.89
05/17	05/16/2017	150061	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	78,504.00
05/17	05/16/2017	150062	140055	NORTHERN VISUAL SERVICES LLP	101-20200	195.00
05/17	05/16/2017	150063	150022	OTIS-MAGIE INS, AGENCY INC	101-20200	204.00
05/17	05/16/2017	150064	160066	PACE ANALYTICAL SERVICES	602-20200	557.50
05/17	05/16/2017	150065	160003	PERPICH TV & MUSIC INC	101-20200	104.96
05/17	05/16/2017	150066	160037	PRAXAIR	101-20200	556.15
05/17	05/16/2017	150067	170007	QUILL CORPORATION	604-20200	256.30
05/17	05/16/2017	150068	180004	RANGE COOPERATIVES	101-20200	35.00
05/17	05/16/2017	150069	386	RAYMOND LUND	604-20200	66.46
05/17	05/16/2017	150070	512	SALVATION ARMY	101-20200	200.00
05/17	05/16/2017	150071	190045	SERVICE SOLUTIONS	101-20200	23.00
05/17	05/16/2017	150072	190004	SKUBIC BROS INC	101-20200	4,067.10
05/17	05/16/2017	150073	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
05/17	05/16/2017	150074	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	92.00
05/17	05/16/2017	150075	190054	ST LUKES CLINICS	101-20200	149.00
05/17	05/16/2017	150076	200020	THE TRENTI LAW FIRM	101-20200	2,545.72

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/17	05/16/2017	150077	200056	TRENCHERS PLUS	101-20200	1,558.80
05/17	05/16/2017	150078	210001	UNITED ELECTRIC COMPANY	601-20200	3,770.51
05/17	05/16/2017	150079	220014	VIKING INDUSTRIAL NORTH	101-20200	540.94
05/17	05/16/2017	150080	381	VIRGINIA CREDIT COOP UNION	101-20200	200.00
05/17	05/16/2017	150081	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	46,379.64
05/17	05/16/2017	150082	220020	VISA OR AMERICAN BANK CC PMT	101-20200	2,950.11
05/17	05/16/2017	150083	230028	WISCONSIN ENERGY CONSERVATION	604-20200	60.32
05/17	05/16/2017	150084	230033	WITMER ASSOCIATES INC	101-20200	161.95
05/17	05/16/2017	150085	60038	WRIGHT EXPRESS FINAN SERV CORP	101-20200	3,758.13
05/17	05/16/2017	150086	240001	XEROX CORPORATION	604-20200	635.88
Totals:						374,727.21
UNITED STATES POSTAL OFFICE						425.43
PP-ENDING 5/5						58,625.76
SALES TAX-MAY						15,589.69
TOTAL EXPENDITURES						<u><u>\$448,942.66</u></u>



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 14-17

AUTHORIZING THE SALE OF CERTAIN PROPERTY

WHEREAS, the City Council has heretofore determined that it is beneficial to the City of Mountain Iron to convey real property.


NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the Mayor and City Administrator, upon receipt of payment, execute the deed to convey real property in St. Louis County, Minnesota, as described Lot 8, Block 7 in Merritt's First Addition to Mountain Iron.

DULY ADOPTED BY THE CITY COUNCIL THIS 15th DAY OF MAY, 2017.

ATTEST:



City Administrator



Mayor Gary Skalko



FINLAND
100
CELEBRATORY PROCLAMATION



Whereas 2017 commemorates the miracle of Finland's 100 Year Anniversary of Independence, now therefore, we declare the month of June 2017 as:

FINLAND 100 MONTH

WHEREAS: The Iron Range, with it's large Finnish American population has forged strong and lasting bonds and cultural ties with Finland, and

WHEREAS: Finland to preserve 100 years of Independence endured 700 years of foreign rule, fought a bitter civil war, heroically defended her borders against a massive attack by the Soviet Union, and became the only country bordering the Soviet Union to maintain its independence in WWII, now named as one of the most livable of world nations, and

WHEREAS: Finnish Immigrants; lumberjacks, miners, farmers and entrepreneurs helped settle and develop the frontier of Northern Minnesota and its cities, and

WHEREAS: Finnish Immigrants and their descendants strongly supported education, better working conditions, social justice, civic involvement, and religious participation that bettered the quality of life for all, and

WHEREAS: Finnish settlers in Minnesota displayed Great Sisu in overcoming the obstacles of weather, clearing the forest, poor soil for farming, and difficult working conditions to build a better life for their families, and

WHEREAS: Finnish values of charity, neighbor helping neighbor, honesty and equality, being well read and informed, imbue the Finnish American character, and

WHEREAS: Minnesota Wild notables, Mikko Koivu, Mikael Granlund, Erik Haula, Director of the Minnesota Orchestra, Osmo Vanska, UPM Paper, other Finns and enterprises strengthen the fabric of Minnesota and the Iron Range today. We laud efforts to host Finland 100 celebratory events and extend our best wishes to all Finns, Finnish Americans and their Friends.

THEREFORE, I, MAYOR OF Mantua Aron, Mn.

PROCLAIM JUNE AS FINLAND 100 MONTH

Ray W. Shalke



**COUNCIL LETTER 060117-VIA
STREETS
RESOLUTION NUMBER 15-17**

DATE: June 1, 2017
FROM: Craig J. Wainio
City Administrator

Resolution Number 15-17 closes out the Mountain Iron Drive project which was completed in 2016. Following this Resolution will be a Resolution Declaring the Costs and Ordering the Preparation of an Assessment Role. This is a part of the Special Assessment process. It is recommended that the Resolution be adopted as presented.



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RESOLUTION NUMBER 15-17

ACCEPTING WORK

WHEREAS, pursuant to a written contract signed with the City on May 5, 2015, Mesabi Bituminous of Gilbert, Minnesota has satisfactorily completed Improvement Number 13-55, the improvement of Mountain Iron Drive between Unity Drive and Highway 53 by reconstruction in accordance with such contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the work completed under said contract is hereby accepted and approved, and,

BE IT FURTHER RESOLVED, that the City Administrator and Mayor are hereby directed to issue a proper order for the final payment on such contract, in exchange for the contractor's receipt evidencing payment in full.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF JUNE, 2017.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 060517-VIB

ADMINISTRATION

RESOLUTION NUMBER 16-17

DATE: June 1, 2017

FROM: Craig J. Wainio
City Administrator

In order to complete the transactions for Lot 8 Block 7 of Merritt's First Addition to Mountain Iron, St. Louis County is requiring an additional Resolution which identifies the easement and the lot sales. Resolution Number 16-17 meets the requirements of the County Recorder. The terms of the sale have not changed.



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RESOLUTION NUMBER 16-17

AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES

WHEREAS, the City of Mountain Iron is the legal owner of Lot 8, Block 7, Merritt's First Addition to Mountain Iron, as memorialized on Certificate of Title No. 280649 on file and of record with the St Louis County Registrar of Titles, and

WHEREAS, the City of Mountain Iron has heretofore determined that it is beneficial to the City to convey this property to adjoining property owners, reserving unto itself a utility and sewer line easement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the Mayor and City Administrator execute the following documents:

- a) Reservation of Utility and Sewer Easement over Lot 8, Block 7, Merritt's First Addition to Mountain Iron
- b) Quit Claim Deed running in favor of George R. and Susan E. Bekkala for the East Half (E 1/2) of Lot 8, Block 7, Merritt's First Addition to Mountain Iron, EXCEPT the Northerly 62 feet thereof.
- c) Quit Claim Deed running in favor of Stephen H. and Linda S. Skogman for the West Half (W 1/2) of Lot 8, Block 7, Merritt's First Addition to Mountain Iron

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF JUNE, 2017.

ATTEST:

Mayor Gary Skalko

City Administrator

COUNCIL LETTER 060517-VIC

EDA

RESOLUTION 17-17

DATE: June 1, 2017

FROM: Economic Development Authority

Craig J. Wainio
City Administrator

Resolution Number 17-17 reaffirms a 2016 commitment that the City will establish a TIF district for the proposed housing development at Rock Ridge. This resolution is needed to help the project gain a favorable ranking with the Minnesota Housing Finance Agency. At their meeting on April 20, 2016 the EDA has extensive discussions with the developer of this project and has forwarded the project to the City Council for final consideration.



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RESOLUTION NUMBER 17-17

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 5th DAY OF JUNE 2017.

Mayor Gary Skalko

ATTEST:

City Administrator

SUPPORT FROM CITY OF MOUNTAIN IRON

RE: Rock Ridge Housing Development

Dear Minnesota Housing:

At its meeting on June 5th, the Mountain Iron City Council reviewed and endorsed the Rock Ridge housing development proposal that proposes new construction of 53 units of workforce housing in a single three-story wood-frame building in the city of Mountain Iron. This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market.

This need is evidenced by a Market Feasibility Study completed by Prior & Associates in May 2017, which findings include:

- Between February 2016 and April 2017 the overall vacancy rate in the primary market area dropped from 6% to 2.9%
- The LIHTC vacancy rate remains at or near 0%, except for during unit turnovers.
- No new rental projects have come on-line in the area in the past three years; further, 85% of the existing rental housing in the primary market area were built before 1985..
- According to Wilder Research, there were 617 homeless persons in the County in 2015. Of that number, 360 were experiencing long-term homelessness.

Rock Ridge Apartments is aligned with several local planning efforts: the Mountain Iron Comprehensive Plan (2016), the City of Mountain Iron Economic Development Strategy (2010), the Northeast Minnesota Comprehensive Economic Development Strategy 2017-2022.

Since 2008 the City has provided both planning and financial support to the Rock Ridge Development area, which we have targeted for development. The 40 acre parcel, previously owned by the City, was purchased by a private developer in 2008. Millions of dollars' worth of successful development have been completed on the site in the past ten years. What was previously vacant land is now home to Wal-Mart, Holiday Inn Express, AT&T Store, and Perkins. Maurices, Famous Footwear and Great Clips opened stores late last year, and a brew-pub is considering the site as well. The City has actively participated in this area by building roads and other infrastructure, providing PUD's and TIF.

Rock Ridge Apartments will be an important asset to this new neighborhood, providing much-needed affordable housing for our growing workforce.

The City Council endorsement is evidenced by the City Council's approval as illustrated in the minutes of the June 5th meeting, a copy of which is included with this letter.

Sincerely,

Craig J. Wainio
City Administrator

COUNCIL LETTER 060517-VID

ADMINISTRATION

RESOLUTION 18-17

DATE: June 1, 2017

FROM: Craig J. Wainio
City Administrator

Resolution Number 18-17 adopts the assessments as proposed during the public hearing for the improvements of Garden Drive that was held earlier. Notices of the hearing were mailed to all adjoining property owners.



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RESOLUTION NUMBER 18-17

ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for Improvement Number 15-09 the improvement of Garden Drive between Arbor Lane and Fairview Lane by overlay.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2018, and shall bear interest at the rate of 4.25 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 180 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF JUNE, 2017.

Mayor Gary Skalko

ATTEST:

City Administrator

Garden Drive Assessment Estimates

Name	Address	City	Parcel Code	Feet	Assessment
Mark and Mary Hecimovich	5423 Garden Drive	Mountain Iron MN 55768	175-0055-00820	141.9025	\$4,185.50
Mark and Mary Hecimovich	5423 Garden Drive	Mountain Iron MN 55768	175-0055-00831	11.82	\$348.64
Jeremy Schakman	5415 Garden Drive	Mountain Iron MN 55768	175-0055-00830	150.385	\$3,000.00
Jeremy Schakman	5415 Garden Drive	Mountain Iron MN 55768	175-0055-00860	122	\$2,000.00
Kenneth and Kaybeth Barsness	5453 Garden Drive	Mountain Iron MN 55768	175-0055-00880	81	\$2,389.14
Patrice Purskey	5411 Garden Drive	Mountain Iron MN 55768	175-0055-00895	81	\$2,389.14
Bradley Glatch	5409 Garden Drive	Mountain Iron MN 55768	175-0055-00905	81	\$2,389.14
Loretta Hanson	8783 Fairview Lane	Mountain Iron MN 55768	175-0055-00920	49.425	\$1,457.82
Glenn Curry	5424 Garden Drive	Mountain Iron MN 55768	175-0055-01340	87.41	\$2,500.00
Glenn Curry	5424 Garden Drive	Mountain Iron MN 55768	175-0055-01325	86.475	\$2,500.00
Maryann Leoni	5420 Garden Drive	Mountain Iron MN 55768	175-0055-01300	90	\$2,654.60
Rudolph Grahek	5418 Garden Drive	Mountain Iron MN 55768	175-0055-01295	95	\$2,802.08
Gerald Claesson	5416 Garden Drive	Mountain Iron MN 55768	175-0055-01275	95	\$2,802.08
Danny Otonichar	5414 Garden Drive	Mountain Iron MN 55768	175-0055-01265	95	\$2,802.08
John Muck	5464 Garden Drive	Mountain Iron MN 55768	175-0055-01240	95	\$2,802.08
Patrick Pickett	5408 Garden Drive	Mountain Iron MN 55768	175-0055-01230	95	\$2,802.08
Joseph Scinto	8781 Fairview Lane	Mountain Iron MN 55768	175-0055-01210	47.68	\$1,406.35

Totals

1505.098 \$41,230.75

COUNCIL LETTER 060517-VIE

MNDOT

RESOLUTION 19-17

DATE: June 1, 2017

FROM: Craig J. Wainio
City Administrator

Resolution Number 19-17 Authorizes the City to enter into a Cooperative Construction Agreement with MNDOT and St. Louis County for the Highway 169/County Road 7/Enterprise North project that is to begin later this summer. The City of Mountain Iron, through the efforts of Sen. Tomassoni, Sen. Bakk and Rep. Metsa, was able to secure funding for the City's portion of the project through the State Legislature. Both the City Attorney and City Engineer have reviewed the agreement and project and believe all is in order. It is recommended that the City Council adopt Resolution Number 19-17 Authorizing the City to Enter into the Cooperative Construction Agreement.



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 19-17

ENTERING INTO A COOPERATIVE CONSTRUCTION AGREEMENT

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron enters into MnDOT Agreement No. 1027769 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the State's share of the costs of the bituminous surfacing and paving, storm sewer, ADA improvements, Signal System "A" construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 169 from 0.07 miles west of County State Aid Highway No. 109 to Hoover Road in the City of Mountain Iron according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 069-607-053, State Project No. 069-596-010, and State Project No. 6935-89 (T.H. 169=035).

BE IT FURTHER RESOLVED, that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF JUNE, 2017.

Mayor Gary Skalko

ATTEST:

City Administrator

May 16, 2016

Craig Wainio
City Administrator
8586 South Enterprise Drive
Mountain Iron, MN 55768

Subject: Proposed Cooperative Construction Agreement No. 1027769
St. Louis County and City of Mountain Iron
S.P. 6935-89 (T.H. 169=035)
S.P. 069-607-053
S.P. 069-596-010
Fed. Proj. NHPP 0169 (342) / State funds
City and County cost for T.H. 169 construction.

Dear Craig:

Transmitted herewith in Triplicate is a proposed agreement with City of Mountain Iron. This agreement provides for payment to the State for the City's share of the costs of the bituminous surfacing and paving, storm sewer, ADA improvements, and Signal System "A" construction to be performed on T.H. 169 and Enterprise Drive.

Present this agreement to the City Council for their approval and execution which includes original signatures of the City Council authorized City officers on the three copies of the agreement. Also required, are three original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is also enclosed.

When the three original copies of the agreement and resolution have been executed by the City Council, please return them to this office so that they may be returned to St. Paul for final execution.

Sincerely,



John McDonald, P.E.
District State Aid Engineer

For

cc:
M. Kelly-Sonnek – M.S. 682
File

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MOUNTAIN IRON
And
ST. LOUIS COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (S.P.):	<u>6935-89</u>	Total City Obligation	Total County Obligation
Trunk Highway Number (T.H.):	<u>169=035</u>	<u>\$421,052.37</u>	<u>\$331,127.11</u>
State Project Number (S.P.):	<u>069-607-053</u>		
State Project Number (S.P.):	<u>069-596-010</u>	Anticipated City Federal Aid	Anticipated County Federal Aid
Federal Project Number:	<u>NHPP 0169 (342)</u>	<u>\$84,404.20</u>	<u>\$84,404.20</u>
Lighting System Feed Point No.:	<u>69N5</u>		
Signal System "A" ID:	<u>1864066</u>	City Non-Federal Aid	County Non-Federal Aid
		<u>\$336,648.17</u>	<u>\$246,722.91</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and St. Louis County acting through its Board of Commissioners ("County") and the City of Mountain Iron acting through its City Council ("City").

Recitals

1. The State will perform grading, concrete and bituminous surfacing, ADA improvements, lighting, signals, Bridge No. 69034, and Bridge No. 69035 construction and other associated construction upon, along and adjacent to Trunk Highway No. 169 from 0.07 miles west of County State Aid Highway No. 109 to Hoover Road in the City of Mountain Iron according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 069-607-053, State Project No. 069-596-010, and State Project No. 6935-89 (T.H. 169=035) ("Project"); and
2. The City has requested the State include in its Project Signal System "A", ADA improvement, and sidewalk construction; and
3. The City wishes to participate in the costs of the bituminous surfacing and paving, storm sewer, ADA improvements, Signal System "A" construction, State Furnished Materials, and associated construction engineering; and
4. The City and County agree to equally share in the costs of the City's maintenance responsibilities of Signal System "A". The City will perform any maintenance required and shall invoice the County for half of the costs associated with said maintenance; and
5. The County wishes to participate in the costs of the bituminous paving, storm sewer, ADA improvements, Signal System "A" construction, State Furnished Materials, and associated construction engineering; and
6. The federally eligible City and County participation construction will be reduced by the amount of Federal Aid funding received for said construction; and
7. The County will be responsible for Federal Aid funds related to this Agreement and for distribution of said funds to the City; and
8. A separate agreement between the State and the County will address any detours needed for this Project; and
9. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

10. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 5. Signal System "A" and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, Special Provisions.* Plans, specifications, and special provisions designated by the State as State Project No. 069-607-053, State Project No. 069-596-010, and State Project No. 6935-89 (T.H. 169=035) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.* Preliminary Schedule "I" is on file in the office of the County Public Works Director and City Administrator and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision and Inspection of Construction.*
- A. *Supervision and Inspection by the State.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. *Inspection by the City and County.* The City or County participation construction covered under this Agreement will be open to inspection by the City or County. If the City or County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City or County participation construction covered under this Agreement.
- 2.3. *Plan Changes, Additional Construction, Etc.*
- A. The State will make changes in the Project Plans and contract construction, which may include the City or County participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City or County official of any proposed addenda, work orders, change orders, and supplemental agreements to the

construction contract that will affect the City or County participation construction covered under this Agreement.

- B. The City or County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).
- 2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Enterprise Drive North.** Maintenance of Enterprise Drive North. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 3.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.3. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.4. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.5. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics at Duluth and is incorporated into this Agreement by reference.

4. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

- 4.1. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal,

patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

5. Signal System "A" and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System "A" and EVP System on T.H. 169 at C.S.A.H. 7 and Enterprise Drive North, and for the Interconnect on T.H. 169 from C.S.A.H. 7 to T.H. 53 East Ramp Terminal.

5.1. City Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System "A", EVP System, and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Paint and maintain the cross street pedestrian crosswalk markings.

5.2. State Responsibilities.

- A. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. **EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City or County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City or County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System(s) pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the State.

5.3. **Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. **Related Agreements.** This agreement will supersede and terminate Agreement No. 73639P, dated October 26, 1995, between the parties, for the intersection of T.H. 169 at C.S.A.H. 7 and Enterprise Drive North.

6. Basis of City and County Cost

6.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated City and County participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization and traffic control. It is anticipated that Federal Aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated Federal Aid funding not applied to the federally eligible City participation construction.

A. 100 Percent will be the City's rate of cost participation in all of the bituminous surfacing and paving, storm sewer, ADA improvements, Signal System "A" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2, No. 3, and No. 6 of the Preliminary Schedule "I". Federal Aid funds will be applied at a rate of 80 Percent for Signal System "A" construction.

6.3. **County Participation Construction.** The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization and traffic control. It is anticipated that Federal Aid funding will be available to the County as defined below. The County may be billed for the match of their cost participation as shown on the Schedule "I". County costs will include an amount equal to all anticipated Federal Aid funding not applied to the federally eligible County participation construction.

A. 100 Percent will be the County's rate of cost participation in all of the bituminous paving, storm sewer, ADA improvements, Signal System "A" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 4, No. 5, and No. 6 of the Preliminary Schedule "I". Federal Aid funds will be applied at a rate of 80 Percent for Signal System "A" construction.

6.4. **State Furnished Materials.** The State will furnish a Type "R" Cabinet ("State Furnished Materials"), according to the Project Plans, to operate the traffic control Signal System "A" covered under this Agreement. The City and County's lump sum share for State Furnished Materials is \$6,816.75. The City and County's cost share for State Furnished Materials will be added to their respective total construction cost share as shown in the Schedule "I".

6.5. **Construction Engineering Costs.** The City and County will pay a construction engineering charge equal to 8 percent of the total City and County participation construction covered under this Agreement.

6.6. **Plan Changes, Additional Construction, Etc.** The City or County will share in the costs of construction contract addenda, work order, change orders, and supplemental agreements that are necessary to complete the City or County participation construction covered under this Agreement, including any City or County requested additional work and plan changes.

The State reserves the right to invoice the City or County for the cost of any additional City or County requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.

6.7. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City and County Cost and Payment by the City and County

- 7.1. City Cost.** \$421,052.37 is the City's estimated share of the costs of the contract construction, State Furnished Materials, including Federal Aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. County Cost.** \$331,127.11 is the County's estimated share of the costs of the contract construction, State Furnished Materials, including Federal Aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.3. Conditions of Payment.** The City and County will pay the State the City or County's respective total estimated construction, State Furnished Materials, and construction engineering cost share, minus Anticipated City and County Federal Aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City and County, including a copy of the Revised Schedule "I".
 - B. The City and County's receipt of a written request from the State for the advancement of funds.
- 7.4. Acceptance of the City and County's Cost and Completed Construction.** The computation by the State of the amount due from the City and County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City and County as to the satisfactory completion of the contract construction.
- 7.5. Final Payment by the City and County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City and County. The Final Schedule "I" will be based on final quantities, and include all City and County participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City or County costs in an amount equal to all Federal Aid funding not applied to the federally eligible City or County participation construction and State Furnished Materials. If the final cost of the City or County participation construction exceeds the amount of funds advanced by the City or County, the City or County will pay the difference to the State without interest. If the final cost of the City or County participation construction is less than the amount of funds advanced by the City or County, the State will refund the difference to the City or County without interest.

The State and the City or County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The City's Authorized Representative will be:

Name/Title: Craig Wainio, City Administrator (or successor)
Address: 8586 South Enterprise Drive, Mountain Iron, MN 55768
Telephone: (218) 748-7570
E-Mail: cwainio@ci.mountain-iron.mn.us

8.3. The County's Authorized Representative will be:

Name/Title: Jim Foldesi, Public Works Director (or successor)
Address: 4787 Midway Road, Duluth, MN 55811
Telephone: (218) 625-3840
E-Mail: foldesij@stlouiscountymn.gov

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City or County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

- 10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City or County.
- 10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City or County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City or County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City or County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or County or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

15.2. *Termination for Insufficient Funding.* The State 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City or County.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF MOUNTAIN IRON

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ST. LOUIS COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____
Date

Title: _____

By: _____
Date

Title: _____

By: _____
Date

Title: _____

By: _____
Date

Title: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

PRELIMINARY SCHEDULE "I"

Agreement No. 1027769

City of Mountain Iron and St. Louis County

Preliminary: May 10, 2017

S.P. 6935-89

S.P. 069-607-053

S.P. 069-596-010

Fed. Proj. NHPP 0169 (342)

Grading, concrete and bituminous surfacing, ADA improvements, lighting, signals, and Bridge No. 69034 and Bridge No. 69035 construction to start approximately July 2017 under State Contract No. _____ with _____ located on Trunk Highway No. 169 from 0.07 miles west of County State Aid Highway No. 109 to Hoover Road

CITY COST PARTICIPATION

	Federal Aid Totals	No Federal Aid Totals	Federal Aid Match 20 Percent	Federal Aid 80 Percent
TOTALS	283,329.55	283,329.55		
Mountain Iron Costs From Sheet No. 3	283,329.55			
(1) Traffic Control Signal System "A" From Sheet No. 6	99,717.00		19,943.40	79,773.60
Type "R" Cabinet - State Furnished Materials for Signal System "A"	6,816.75	1,028.50	1,157.65	4,630.60
Anticipated Total City Construction Costs	\$389,863.30			
Construction Engineering (8%)	\$31,189.06			
(2) Construction + Construction Engineering Subtotals	\$421,052.37			
(3) Total Anticipated City Federal Aid	\$84,404.20			
(4) Total City Obligation minus Anticipated Federal Aid	\$336,648.17			

COUNTY COST PARTICIPATION

	Federal Aid Totals	No Federal Aid Totals	Federal Aid Match 20 Percent	Federal Aid 80 Percent
TOTALS	200,065.43	200,065.43		
St. Louis County Costs From Sheet No. 5	200,065.43			
(1) Traffic Control Signal System "A" From Sheet No. 6	99,717.00		19,943.40	79,773.60
Type "R" Cabinet - State Furnished Materials for Signal System "A"	6,816.75	1,028.50	1,157.65	4,630.60
Anticipated Total City Construction Costs	\$306,599.18			
Construction Engineering (8%)	\$24,527.93			
(2) Construction + Construction Engineering Subtotals	\$331,127.11			
(3) Total Anticipated County Federal Aid	\$84,404.20			
(4) Total County Obligation minus Anticipated Federal Aid	\$246,722.91			

- (1) Signal System, Emergency Vehicle Preemption System, and Temporary Signal System Costs
- (2) Amount of total City and County obligations as described in Article 7 of the Agreement (estimated amount)
- (3) The County will be responsible for all Federal Aid funds
- (4) Amount of advance payment as described in Article 7.3 of the Agreement (estimated amount)

(1) 100% CITY
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 069-596-010 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.05	308,054.08	15,402.70
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	540.00	5.10	2,754.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,951.00	4.80	14,164.80
2104.509	REMOVE PIPE APRON	EACH	1.00	247.21	247.21
2104.509	REMOVE SIGN TYPE C	EACH	6.00	42.00	252.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	145.00	2.75	398.75
2106.501	EXCAVATION - COMMON (P)	CU YD	3,019.00	9.00	27,171.00
2106.522	SELECT GRANULAR EMBANKMENT (CV)	CU YD	1,667.00	18.00	30,006.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	954.00	5.00	4,770.00
2118.607	AGGREGATE SURFACING (CV) CLASS 5	CU YD	186.00	32.00	5,952.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	962.00	30.00	28,860.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	23.00	15.00	345.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	46.00	3.30	151.80
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	1,205.00	59.50	71,697.50
2451.514	FINE AGGREGATE BEDDING(CV)	CU YD	28.00	37.00	1,036.00
2501.511	72" RC PIPE CULVERT CLASS II	LIN FT	22.00	250.00	5,500.00
2501.515	12" RC PIPE APRON	EACH	1.00	550.00	550.00
2501.515	72" RC PIPE APRON	EACH	1.00	2,650.00	2,650.00
2503.511	12" RC PIPE SEWER	LIN FT	38.00	40.00	1,520.00
2503.602	CONSTRUCTION JOINT	EACH	1.00	1,050.00	1,050.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	3.90	350.00	1,365.00
2506.516	CASTING ASSEMBLY	EACH	1.00	750.00	750.00
2511.501	RANDOM RIPRAP CLASS II	CU YD	3.00	75.00	225.00
2511.511	GRANULAR FILTER	CU YD	1.00	27.84	27.84
2511.515	GEOTEXTILE FILTER TYPE III	SQ YD	7.00	5.45	38.15
2521.501	4" CONCRETE WALK	SQ FT	2,290.00	4.50	10,305.00
2521.501	6" CONCRETE WALK	SQ FT	1,217.00	7.00	8,519.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	647.00	22.00	14,234.00
2531.501	CONCRETE CURB AND GUTTER DESIGN D424	LIN FT	176.00	23.00	4,048.00
2531.618	TRUNCATED DOMES	SQ FT	58.00	42.00	2,436.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	2.00	73.49	146.98
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	71,089.40	3,554.47
2564.531	SIGN PANELS TYPE C	SQ FT	32.00	35.90	1,148.80
2564.550	DELINEATOR TYPE RECOVERABLE	EACH	5.00	150.00	750.00

(2) 100% COUNTY

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 069-607-053 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.05	308,054.08	15,402.70
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	197.00	5.10	1,004.70
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,198.00	4.80	10,550.40
2104.509	REMOVE PIPE APRON	EACH	4.00	247.21	988.84
2104.509	REMOVE SIGN TYPE C	EACH	7.00	42.00	294.00
2104.509	REMOVE SIGN TYPE D	EACH	1.00	72.00	72.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	93.00	2.75	255.75
2106.501	EXCAVATION - COMMON (P)	CU YD	521.00	9.00	4,689.00
2106.522	SELECT GRANULAR EMBANKMENT (CV)	CU YD	114.00	18.00	2,052.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	1,170.00	5.00	5,850.00
2118.607	AGGREGATE SURFACING (CV) CLASS 5	CU YD	11.00	32.00	352.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	240.00	30.00	7,200.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	6.00	15.00	90.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	16.00	3.30	52.80
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	895.00	59.50	53,252.50
2451.514	FINE AGGREGATE BEDDING(CV)	CU YD	50.00	37.00	1,850.00
2501.515	15" RC PIPE APRON	LIN FT	2.00	580.00	1,160.00
2501.521	102" SPAN RC PIPE-ARCH CULVERT CLASS IIA	LIN FT	26.00	750.00	19,500.00
2501.525	102" SPAN RC PIPE-ARCH APRON	EACH	4.00	5,000.00	20,000.00
2503.511	15" RC PIPE SEWER	LIN FT	45.00	45.00	2,025.00
2503.602	CONSTRUCTION JOINT	EACH	4.00	1,050.00	4,200.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	6.00	350.00	2,100.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	3.50	350.00	1,225.00
2506.516	CASTING ASSEMBLY	EACH	2.00	750.00	1,500.00
2521.501	4" CONCRETE WALK	SQ FT	2,278.00	4.50	10,251.00
2521.501	6" CONCRETE WALK	SQ FT	168.00	7.00	1,176.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	409.00	23.00	9,407.00
2531.618	TRUNCATED DOMES	SQ FT	16.00	42.00	672.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	6.00	73.49	440.94
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	71,089.40	3,554.47
2563.602	TUBE DELINEATOR	EACH	20.00	33.00	660.00
2563.602	REPLACE TUBE DELINEATOR	EACH	10.00	25.00	250.00
2564.531	SIGN PANELS TYPE C	SQ FT	27.00	35.90	969.30
2564.531	SIGN TYPE PANEL D	SQ FT	21.00	34.70	728.70

Data is considered Non-public prior to project award.

(2) 100% COUNTY
(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 069-607-053 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2573.502	SILT FENCE, TYPE HI	LIN FT	635.00	2.76	1,752.60
2573.530	STORM DRAIN INLET PROTECTION	EACH	2.00	160.00	320.00
2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	589.00	3.00	1,767.00
2574.508	FERTILIZER TYPE 3	POUND	81.00	0.70	56.70
2574.578	SOIL BED PREPARATION	ACRE	0.40	136.34	54.54
2575.501	SEEDING	ACRE	0.80	300.00	240.00
2575.502	SEED MIXTURE 22-111	POUND	12.00	2.60	31.20
2575.502	SEED MIXTURE 25-141	POUND	24.00	2.90	69.60
2575.605	MULCH MATERIAL TYPE 1	TON	2.00	200.00	400.00
2575.519	DISK ANCHORING	ACRE	0.80	100.00	80.00
2580.603	INTERIM PAVEMENT MARKING	LIN FT	2,452.00	0.47	1,152.44
2581.501	REMOVEABLE PERFORMED PAVEMENT MARKING TAPE	LIN FT	3,221.00	1.20	3,865.20
2581.603	REMOVEABLE PERFORMED PLASTIC MASK (BLACK)	LIN FT	30.00	2.25	67.50
2582.501	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	45.00	27.00	1,215.00
2582.502	4" SOLID LINE PAINT	LIN FT	575.00	1.10	632.50
2582.502	4" DOUBLE SOLID LINE PAINT	LIN FT	435.00	2.25	978.75
2582.502	4" SOLID LINE EPOXY GROUND IN (WR)	LIN FT	1,034.00	0.80	827.20
2582.502	4" DOUBLE SOLID LINE EPOXY GROUND IN (WR)	LIN FT	576.00	1.30	748.80
2582.502	24" SOLID LINE PREFORM THERMO GROUND IN	LIN FT	79.00	25.70	2,030.30
				TOTAL	\$200,065.43
	(2) 100% COUNTY	\$200,065.43			

(3) 75% STATE, 25% CITY

ITEM NUMBER	S.P. 069-596-010 SIGNAL SYSTEM A	UNIT	QUANTITY	UNIT PRICE	COST (3)
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	1.00	314,116.00	314,116.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	1.00	8,752.00	8,752.00
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	1.00	76,000.00	76,000.00
				TOTAL	\$398,868.00
	(3) 75% STATE	\$299,151.00			
	80% FEDERAL	\$239,320.80			
	20% STATE	\$59,830.20			
	25% CITY	\$99,717.00			
	80% FEDERAL	\$79,773.60			
	20% CITY	\$19,943.40			

(4) 75% STATE, 25% COUNTY

ITEM NUMBER	S.P. 069-607-053 SIGNAL SYSTEM A	UNIT	QUANTITY	UNIT PRICE	COST (4)
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	1.00	314,116.00	314,116.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	1.00	8,752.00	8,752.00
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	1.00	76,000.00	76,000.00
				TOTAL	\$398,868.00
	(4) 75% STATE	\$299,151.00			
	80% FEDERAL	\$239,320.80			
	20% STATE	\$59,830.20			
	25% COUNTY	\$99,717.00			
	80% FEDERAL	\$79,773.60			
	20% COUNTY	\$19,943.40			

Attn: City of Mt. Iron

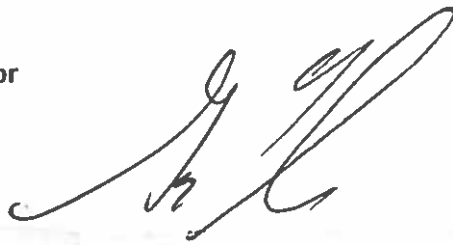
RE: Community Center rental

My name is Gary Flaim- I am the owner of Flaimer's Bar on Chestnut Street in Virginia. I have been hired to operate the bar at the Overbye/Belobaba wedding booked August 5, 2017. I agree to follow all of the rules and regulations outlined by the state of Minnesota, St .Louis County and the City of Mt. Iron regarding the serving and the sale of alcoholic beverages. Please contact me at 218-749-6802 if you have any questions or need additional information.

Thank You

Gary Flaim

Owner/Proprietor

A handwritten signature in black ink, appearing to read 'Gary Flaim', written in a cursive style.

Dear Mt. Iron City Council:

On behalf of Jimmy Scruggs LLC Hydeway Bar of Buhl, Minnesota. I am requesting permission to transfer our current up-to-date liquor license to the Mt. Iron Community Center for the Heidi Brinker/Jeff Hill wedding on Saturday, July 22, 2017 to provide alcoholic beverages to the attendees. The reception is scheduled to start at approximately 4:00 p.m. and end at the time established by the City of Mt. Iron and the Mt. Iron Community Center guidelines. We will obtain insurance coverage through our insurance company and provide the certificate of insurance to the City of Mt. Iron prior to the event and any further documentation you may require. We will also follow all City of Mt. Iron ordinances and any and all regulations as established by the City of Mt. Iron and Community Center for catering the beverage service for this event. Thank you for your consideration of our request. Please contact me with any questions or concerns about this request at (218) 969-0176.

Sincerely,


John A. Klarich
Jimmy Scruggs LLC CEO

COUNCIL LETTER 060517-VIG

COUNCILOR SKOGMAN

CODE COMMITTEE

DATE: June 1, 2017

FROM: Councilor Steve Skogman

Craig J. Wainio
City Administrator

Councilor Steve Skogman requested this item be placed on the agenda with the following background information:

To establish a committee to review the City's Code's and make possible revisions.



CONNECTING & INNOVATING
SINCE 1913

May 19, 2017

Dear Mayors and Administrators,

We hope that all is well as your city transitions to the summer season, and prepares for warm weather activities and services (put the snowplows away for a few months!).

We are pleased to let you know that the League of Minnesota Cities Board of Directors voted at its May meeting to set a maximum member dues schedule increase of zero percent (or, no dues increase) for the League's 2018 fiscal year that runs from September 1, 2017 through August 31, 2018. This would be the first time that dues have been held flat since 2012.

Similar to how your city sets its preliminary levy increase, the League's final dues schedule cannot be higher than the maximum that is set. Please note, though, that while there is no proposed dues increase you may still see a slight increase or decrease in dues based on any shifts in your city's population (to learn more about how your dues are calculated, visit www.lmc.org/dues). A final decision on annual dues will be determined by the Board when it meets on July 20 to approve the FY 2018 budget.

The League's financial position allows us to consider this action that will provide some budget relief for members, while allowing us to seamlessly continue delivering the nearly 90 programs and services you rely on to effectively govern and manage your city. Those programs and services include: advocacy at the Capitol; training on the basics for new officials and staff as well as future-focused topics; and analysis and guidance on laws, statutes, and hot-button topics like public safety and technology among many others.

Our unwavering commitment is to provide premier service that responds to the changing needs of members and to be recognized as the trusted, authoritative, and unified voice on issues affecting all cities. We take our responsibility to carefully manage member assets very seriously, and we thank you for your continued support of our work.

If you have any questions or comments about how we can better serve your needs, please feel free to call or email Dave Unmacht at (651) 281-1205 or dunmacht@lmc.org. And, if you find yourself in St. Paul this summer, we hope that you stop by for a cup of coffee or a conversation.

Rhonda Pownell
League of Minnesota Cities President,
Mayor, City of Northfield

David J. Unmacht
Executive Director,
League of Minnesota Cities