



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, MARCH 5, 2018

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, MARCH 5, 2018 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the February 20, 2018, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Library Director/Special Events Coordinator's Report
 - D. Sheriff's Department Report
 - E. City Engineer's Report
 - F. Parks and Recreation Board
 - 1. Dedication (#7)
 - G. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 03-18 Accepting Grant (#8-10)
 - B. Grant Agreement (##11-16)
 - C. Retirement (#17-18)
 - D. Authorization to Serve Alcohol (#19)
- VII. Communications (#20-21)
- VIII. Announcements
- IX. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
February 20, 2018

Mayor Skalko called the City Council meeting to order at 6:29p.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; Rod Flannigan, City Engineer; Bryan Lindsay, City Attorney and SGT John Backman, Sheriff's Department.

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

1. Add the following items to the agenda:
 - IV. A. 1. Labor Management Meeting
2. Approve the minutes of the February 5, 2018, regular meeting as submitted.
3. 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.
4. To acknowledge the receipts for the period February 1-15, totaling \$232,218.90 (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period February 1-15, totaling \$516,960.03 (a list is attached and made a part of these minutes).

The motion carried with Councilor Prebeg absent.

Public Forum:

- No one spoke during forum

The Mayor reported on the following:

- Labor Management meeting, Wednesday, February 28th at 2:00pm, Councilor Tuomela volunteered to attend

The City Administrator reported on the following:

- Notice from MPCA-the City of Mountain Iron was one of the recipients for the 2017 Wastewater Treatment Facility Operational Award
 - Thanks to Mr. Satrang, Mr. Hebl and Mr. Bennett for their hard work at the Wastewater Plant last year
- Awarded the Shared Services Study Grant for \$28,000
 - perform shared services study for the Fire Department to work with other Fire Departments within the area
 - After paperwork is received from Department of Public Safety, execute grant agreement and moving ahead with issuing the contracts for the proposals

Director of Public Works:

- Increase in billing system for bio-solids for the Minntac Wastewater Treatment Facilities on a cost per pound contaminant
- City crews out moving and clearing snow, please be aware
- Water line break at apartment buildings
- Small electric service issues

It was moved by Prebeg and seconded by Tuomela to approve the recommendation of the Utility Advisory Board and change the billing for the Minntac Wastewater treatment facilities to a simple \$50.00 per 1000 gallons of bio-solids. This would reflect an increase similar to the residential rate increases over the same amount of time. The motion carried.

Library Director/Special Events Coordinator:

- “Vintage Aprons,” Monday, February 26th at 1:00pm
- Thank you to Cindy Kujula on the article in the paper regarding the local libraries
- Easter Egg hunt scheduled for Saturday, March 31st at noon at the Merritt Elementary

Sheriff’s Department:

- No formal report

City Attorney:

- No formal report

City Engineer:

- No formal report

Councilor Skogman stated that he was approached with suggestions/improvements regarding West-Two Rivers campground, such as deadfalls being removed with wood possibly being sold as firewood. Additionally the possibility of a Bait Station located at the campground which would sell minnows, leeches, worms and other bait to campers. Suggestions were forwarded to Parks and Recreation Board for follow-up.

It was moved by Tuomela and seconded by Skogman to donate \$1,000 to the Summer Work Outreach Program (SWOP) to their Annual event, Thursday, March 22nd at the Mountain Iron Community Center, monies to come from Charitable Gambling Fund. The motion carried on roll call vote.

It was moved by Skogman and seconded by Stanaway to donate \$200 to the Mesabi Family YMCA Father-Daughter Dance Fundraiser, which was held Saturday, February 10th at the Mountain Iron Community Center, monies to come from the Charitable Gambling Fund. The motion carried on roll call.

It was moved by Prebeg and seconded by Stanaway to donate \$6,000 to the Calvary Cemetery Association and to the Greenwood Cemetery for the 2018 operating year. The motion carried on roll call vote.

The council reviewed the list of communications.

At 6:51p.m., it was moved by Prebeg and seconded by Skogman to recess the regular meeting and go into a closed session for performance evaluations for management staff following a brief recess. The motion carried.

Mayor Skalko called the closed City Council meeting to order at 7:01p.m. to discuss performance evaluations with the following members present: Joe Prebeg Jr., Alan Stanaway, Steve Skogman, Susan Tuomela, and Mayor Gary Skalko. Also present was: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Sally Yuccas, Library Director/Special Events Coordinator.

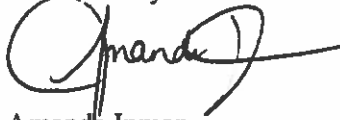
The performance evaluations were discussed along with proposed wage increases for the Director of Public Works, the Library Director/Special Events Coordinator, and the City Administrator.

No actions were taken in the closed meeting.

At 7:45p.m., it was moved by Prebeg and seconded by Skogman to adjourn the closed meeting to discuss performance evaluations and open the regular meeting. The motion carried.

At 7:46p.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. 2018 Local Board of Appeal and Equalization is scheduled for April 19, 2018 from 5:00-6:00pm at the Mountain Iron Community Center.

Distribution Summary

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,600.00
BUILDING RENTALS	COMMUNITY CENTER	1,075.00
BUILDING RENTALS	NICHOLS HALL	140.00
CD INTEREST	CD INTEREST 101	846.90
CD INTEREST	CD INTEREST 378	105.86
CD INTEREST	CD INTEREST 602	408.33
CD INTEREST	CD INTEREST 603	30.25
CD INTEREST	CD INTEREST601	120.99
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	44.59
FINES	CRIMINAL	552.84
FINES	PARKING VIOLATIONS	15.00
LICENSES	ANIMAL	15.00
METER DEPOSITS	ELECTRIC	1,050.00
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	56,802.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	384.19
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,754.10
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	29.00
MISCELLANEOUS	REIMBURSEMENTS	58.41
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	409.66
PERMITS	BUILDING	255.50
SPECIAL ASSESSMENTS	INTEREST-SP.ASSESS.-BONDS ISSU	78.17
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	5,162.57
UTILITY	UTILITY	161,260.54
		<u>232,218.90</u>
Grand Totals:		

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/18	02/21/2018	151238	10056	A T & T MOBILITY	604-20200	1,603.03
02/18	02/21/2018	151239	743	ADVANCED MINNESOTA	101-20200	25.00
02/18	02/21/2018	151240	10004	ALWAYS THERE STAFFING, INC	101-20200	786.60
02/18	02/21/2018	151241	10006	ANDERSON AUTO CENTER (DBA)	101-20200	46.01
02/18	02/21/2018	151242	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	284.29
02/18	02/21/2018	151243	492	BETH TERRIO	101-20200	200.00
02/18	02/21/2018	151244	364	BLAIR SMITH	101-20200	50.00
02/18	02/21/2018	151245	30055	BTAC ACQUISITION CORP.	101-20200	376.47
02/18	02/21/2018	151246	30097	C. EMERY NELSON, INC.	602-20200	158.28
02/18	02/21/2018	151247	30084	CARDMEMBER SERVICE	603-20200	5,438.19
02/18	02/21/2018	151248	170001	CENTURY LINK	101-20200	248.03
02/18	02/21/2018	151249	220003	CITY OF VIRGINIA	101-20200	64.72
02/18	02/21/2018	151250	30072	COMPUTER WORLD	101-20200	2,030.90
02/18	02/21/2018	151251	363	COTY MCKENNA	101-20200	200.00
02/18	02/21/2018	151252	1901024	CTC	101-20200	565.60
02/18	02/21/2018	151253	40060	DELTA DENTAL OF MINNESOTA	101-20200	2,008.25
02/18	02/21/2018	151254	60062	F.I.R.E. (DBA)	101-20200	800.00
02/18	02/21/2018	151255	2017	HABITAT FOR HUMANITY	101-20200	200.00
02/18	02/21/2018	151256	80022	HAWKINS INC	601-20200	589.71
02/18	02/21/2018	151257	80017	HENRY'S WATERWORKS INC	601-20200	1,073.86
02/18	02/21/2018	151258	80001	HILLYARD/HUTCHINSON	101-20200	1,215.10
02/18	02/21/2018	151259	80037	HOMETOWN MEDIA PARTNERS	101-20200	207.38
02/18	02/21/2018	151260	494	IJOE LOCAL 49	101-20200	200.00
02/18	02/21/2018	151261	120006	L & M SUPPLY	602-20200	492.92
02/18	02/21/2018	151262	120032	LAKE COUNTRY POWER	101-20200	172.38
02/18	02/21/2018	151263	120005	LEAGUE OF MN CITIES INS TRUST	602-20200	58,350.00
02/18	02/21/2018	151264	1901033	MATTHEW CERKVENIK	604-20200	140.68
02/18	02/21/2018	151265	488	MELAURA PRIEST	604-20200	6.44
02/18	02/21/2018	151266	137	MESABI FAMILY YMCA	101-20200	400.00
02/18	02/21/2018	151267	130006	MESABI HUMANE SOCIETY	101-20200	2,916.68
02/18	02/21/2018	151268	110035	MIDWEST COMMUNICATIONS	101-20200	175.00
02/18	02/21/2018	151269	130044	MINNESOTA DEPT OF HEALTH	601-20200	1,485.00
02/18	02/21/2018	151270	140026	MINNESOTA ENERGY RESOURCES	602-20200	4,793.18
02/18	02/21/2018	151271	130009	MINNESOTA POWER (ALLETE INC)	604-20200	138,029.39
02/18	02/21/2018	151272	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	577.57
02/18	02/21/2018	151273	130162	MN STATE PATROL	101-20200	30.00
02/18	02/21/2018	151274	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	16,993.13
02/18	02/21/2018	151275	140048	NORTH COUNTRY HEATING	602-20200	734.69
02/18	02/21/2018	151276	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	95,659.00
02/18	02/21/2018	151277	9032	NORTHLAND LEARNING CENTER	101-20200	200.00
02/18	02/21/2018	151278	40032	OFFICE OF MN.IT SERVICES	101-20200	443.20
02/18	02/21/2018	151279	150022	OTIS-MAGIE INS, AGENCY INC	101-20200	204.00
02/18	02/21/2018	151280	160066	PACE ANALYTICAL SERVICES	602-20200	278.00
02/18	02/21/2018	151281	491	PATRICK LESEMANN	101-20200	100.00
02/18	02/21/2018	151282	160002	PETTY CASH FUND	603-20200	95.58
02/18	02/21/2018	151283	160071	PURCHASE POWER	602-20200	800.00
02/18	02/21/2018	151284	170007	QUILL CORPORATION	101-20200	212.64
02/18	02/21/2018	151285	180021	RANGE ASSOC OF MUNICIPALITIES	101-20200	400.00
02/18	02/21/2018	151286	1901026	SCOTT NOVAK	604-20200	51.94
02/18	02/21/2018	151287	190045	SERVICE SOLUTIONS	101-20200	23.00
02/18	02/21/2018	151288	493	SHEILA SUNSDAHL	101-20200	100.00
02/18	02/21/2018	151289	490	SHELBY ELG	101-20200	200.00
02/18	02/21/2018	151290	190104	SNYDER INDUSTRIES INC	603-20200	2,466.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/18	02/21/2018	151291	190054	ST LUKES CLINICS	101-20200	110.00
02/18	02/21/2018	151292	4044	SUMMER WORK OUTREACH PROGRAM	230-20200	1,000.00
02/18	02/21/2018	151293	190012	SUMMIT COMPANIES	101-20200	240.00
02/18	02/21/2018	151294	489	TAMARA JAMNICK	604-20200	442.84
02/18	02/21/2018	151295	228	UNITED WAY OF NE MINNESOTA	101-20200	200.00
02/18	02/21/2018	151296	210009	USA BLUE BOOK	602-20200	175.97
02/18	02/21/2018	151297	220014	VIKING INDUSTRIAL NORTH	101-20200	178.41
02/18	02/21/2018	151298	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	61,152.36
02/18	02/21/2018	151299	220020	VISA OR AMERICAN BANK CC PMT	101-20200	5,260.92
02/18	02/21/2018	151300	230028	WISCONSIN ENERGY CONSERVATION	604-20200	27.50
02/18	02/21/2018	151301	60038	WRIGHT EXPRESS FINAN SERV CORP	101-20200	7,098.63
02/18	02/21/2018	151302	240001	XEROX CORPORATION	101-20200	78.58
02/18	02/21/2018	151303	30014	CALVARY CEMETERY ASSOCIATION	101-20200	6,000.00

Grand Totals:

SALES & USE TAX-JANUARY
 PP-ENDING 02/09
 TOTAL EXPENDITURES

424,867.73
 18,614.74
73,477.56
\$516,960.03

COUNCIL LETTER 030518-IVF1

PARKS AND RECREATION

DEDICATION

DATE: February 15, 2018

FROM: Parks and Recreation Board

Craig J. Wainio
City Administrator

The Parks and Recreation Board is recommending the City Council dedicate the ball field at the West Two Rivers Campground as the Miriam Kailanen Memorial Field.

COUNCIL LETTER 030518-VIA

ADMINISTRATION

RESOLUTION 03-18

DATE: February 15, 2018

FROM: Craig J. Wainio
City Administrator

Resolution Number 03-18 is accepting the funding from and states that we will follow the guidelines set out in the Shared Services Grant application. Following this, the City Council must accept the grant agreement between the City and the State Fire Marshals Office. Once completed we will move forward with awarding the contract to the selected consultant to perform the shared services study.

Craig Wainio

From: Mills, Tate (DPS) <tate.mills@state.mn.us>
Sent: Wednesday, February 28, 2018 2:16 PM
To: Craig Wainio
Cc: Ehret, John (DPS); Rozeboom, Jared (DPS)
Subject: Mt. Iron- Virginia Service Planning Grant Contract
Attachments: City of Mountain Iron Municipal Grant Agreement.docx

Importance: High

Hello Craig,

Congratulations on your Service Planning Grant Award! The review committee chose to fund the Mt. Iron – Virginia group grant application in full for a grant award amount of **\$28,750.00** This will put your group into the 10% match category, the breakdown looks like this:

Award amount - \$28,750.00

Mt. Iron- Virginia - 10% match -\$2,875.00

Net grant amount - \$25,875.00

I have attached the contract for this amount. Please review the contract, and if the terms are acceptable to the group, print, sign, and scan back to me. Each entity (Mt. Iron, Virginia) will also need a resolution from **EACH** individual city/town that states they will be using this award amount for the said purposes in your application and respective RFP. These also need to be sent back with the signed contract.

Congratulations, have a great day!

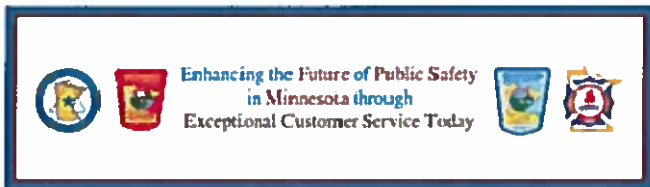
Tate A Mills

Fire Service Specialist West

Minnesota State Fire Marshal Division

320-333-2817 (Cell)

Tate.Mills@state.mn.us





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 03-18

AUTHORIZING THE CITY OF MOUNTAIN IRON TO ACCEPT FUNDS FROM THE STATE OF MINNESOTA

WHEREAS, the Mountain Iron City Council approved of the application to the D State Fire Marshal Shared Services Program; and,

WHEREAS, the Mountain Iron City Council agrees to accept funding for the underlying project as approved by the State Fire Marshal Office.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it does hereby accept the award and intends to expend the funding as outline in the application presented by the City.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF MARCH, 2018.

Mayor Gary Skalko

ATTEST:

City Administrator

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, State Fire Marshal, 445 Minnesota Street, Suite 145, St. Paul, MN 55101-5145 ("STATE") and City of Mountain Iron, 8586 Enterprise Drive South, Mountain Iron, MN 55768 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 299A.01, Subd. 2 (4) the State is empowered to enter into this grant.
2. State funds for this grant are provided under Laws of Minnesota 2015, Chapter 65, Article 1, Section 11 Subd. 4D.
3. The State is in need of a feasibility study that addresses the study requirements for service planning, including (but not limited to) those provided in listed in in "[A Blueprint for Shared Services.](#)"
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** March 1, 2018, or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per, [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

2.1 To contract for a service planning study by an outside consultant to determine the efficiencies of the cities of Mountain Iron, Buhl, Kinney, Virginia and Great Scott Township fire departments working together. The shared services grant should be used as a means to create long-term sustainability, improve response capacity and service delivery, and eliminate duplicative processes in the organizations.

The study will include:

- A clear set of goals that identifies how the participating fire departments/cities/townships will more efficiently plan for future service improvements in the areas of (but not limited to) training, department administration, personnel, equipment or department consolidation.
- An analysis of the efficiency and effectiveness of emergency response and benefit to the population served.

The study should also take into account:

- Geographic area, population density and other factors that encourage communities' and fire service providers' voluntary participation.
- Funding sources for the project if implemented.
- Cooperative training among departments and equipment procurement between departments.
- Employment issues associated with combining existing agencies and entities into a regional or multi-jurisdictional entity for consolidation projects.
- An analysis of best practices in the creation and functioning of public-safety-related service planning delivery models.
- A preliminary set of operating procedures for cooperative shared fire and rescue service systems

2.2 The purpose of the feasibility study performed by the consultant must include ways to increase efficiency, effectiveness and/or cost saving methods through voluntary and cooperative shared services. The report must include possible alternatives for the entities to share fire and rescue services.

2.3 Manage this project, oversee contract with the consultant and deliver the written report to the State by the Expiration date of this grant contract.

2.4 No travel reimbursement is allowed or will be made to the Grantee for Grantee's travel and subsistence expenses related to this project.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

- (1) The Grantee will be paid an amount not to exceed \$28,750.00 in accordance with the breakdown of costs contained in the Service Planning Grant Program Narrative Sheet, which is attached and incorporated into this grant.
- (2) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$2,875.00.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$28,750.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Itemized invoices will be filed in arrears at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for services satisfactorily performed. Final invoice must be received no later than 30 days after the Expiration date of this grant contract.

Expenditures for each state fiscal year of this grant must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. § 471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. § 16C.28](#), Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§ 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Bruce West, State Fire Marshal, 445 Minnesota Street, Suite 145, St. Paul, MN 55101-5145, (651) 215-0541, Bruce.West@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Craig J. Wainio, City Administrator, 8586 Enterprise Drive South, Mountain Iron, MN 55768, (218) 748-7573, cwainio@ci.mountain-iron.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the

purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature;
- (b) 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 or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: _____

Date: _____

SWIFT Contract: 138417 PO No.3000052755

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

COUNCIL LETTER 030518-VIC

LIBRARY DIRECTOR

RETIREMENT

DATE: February 15, 2018

FROM: Sally Yuccas
Library Director

Craig J. Wainio
City Administrator

Enclosed is the intent to retire from Sally Yuccas, the Library Director/Special Events Coordinator. The next step would be to accept the retirement and authorize the Personnel Committee to begin the process of selecting a replacement.

Craig Wainio

From: Sally Peterangelo <salpeterangelo@yahoo.com>
Sent: Wednesday, February 21, 2018 2:21 PM
To: Gary Skalko; Al Stanaway; Craig Wainio; jfprebeg@uss.com; Susan Tuomela; Stephen Skogman
Subject: Retirement

Dear Mayor Skalko and City Councilors,

I would like to give official notice to you that I plan to retire this fall. I plan to make my last official day on November 6, 2018. I will be taking vacation at the end of October 26-November 5th. If you have any questions, please let me know.


Thank you.

Sincerely,

Sally Yuccas

Mountain Iron City Council

Mac's Bar is requesting an off site liquor license to serve for the McGregor/Overby
Wedding on Saturday, March 17th 2018. Thank you for your consideration.



Jeremy Jenson
Owner
Mac's Bar Inc.



February 2018

Dear Friends and Neighbors,

We invite the community to help us raise money and collect food during the Minnesota FoodShare March Campaign. During this campaign, we receive a partial match for any food or cash donated to our organization. The additional leveraging of funds helps sustain our efforts to alleviate hunger in the quad cities and surrounding rural areas throughout the year. This is particularly important for months when donations are lean. The number of families we serve has grown to an average of 500 per month. Eligible families receive a five day supplemental supply of food. Often times this is the little extra help needed to make spending decisions easier when high winter utility bills, unexpected repairs, and medical expenses may also be vying for dollars from a household's food budget.

Food items most needed at the food shelf are canned meats, soups, stews, chili, canned fruit and vegetables, cereal, pasta, and crackers. Paper products such as toilet tissue, paper towels, disposable diapers, and personal hygiene products are always appreciated.

Cash donations are primarily used to purchase food from Second Harvest Northern Lakes Food Bank. Their network connects with manufacturers, distributors, grocers, farmers, and restauranteers in order to rescue surplus food. As a result, some of the products are distributed to us at minimal cost.

As you consider supporting us in this campaign, please know it truly makes a difference in the lives of Northland individuals and families.

Thank you in advance.

Quad City Food Shelf
3 South Broadway
PO Box 1015
Gilbert, MN 55741

218-741-1371

Hours: Wednesday 10:00 am to 4:00 pm
Thursday 11:00 am to 5:00 pm



Mountain Iron-Buhl Merritt PTA
5529 Emerald Ave. Mt. Iron MN 55768
ISD #712
Phone: 218-735-8271 Ext 2131

To Whom It May Concern:

The Merritt Elementary PTA is organizing the fifth annual "KID FIT" Carnival to be held on April 27th, 2018. There will be games and activities that teach the students about fitness and how to be HEART HEALTHY. Thanks to our sponsors, last year's carnival was a huge success. We are again looking to the community for donations or prizes for our drawings. Any contribution helps keep the "KID FIT" Carnival free for the students and is greatly appreciated.

Thank you for your consideration.

Merritt Elementary PTA

Alicia Nelson

(218) 780-2647

alinels2@aol.com

Courtney Johnson

(612) 369-3150

courtney_pouliot@yahoo.com