

# MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, May 4, 2020 6:30 P.M. MOUNTAIN IRON COMMUNITY CENTER MOUNTAIN IRON ROOM

# MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER MOUNTAIN IRON ROOM MONDAY, MAY 4, 2020 - 6:30 P.M. A G E N D A

I.	Roll Call	
II.	Pledge of Allegiance	
III.	Consent Agenda  A. Minutes of the April 20, 2020, Regular Meeting (#1)  B. Receipts  C. Bills and Payroll  D. Communications	1-9)
IV.	Public Forum	
V.	Committee and Staff Reports  A. Mayor's Report  B. City Administrator's Report  C. Director of Public Works Report  D. Library Director/Special Events Coordinator's Report  E. Sheriff's Department Report  F. City Engineer's Report  1. Change Order to CIPP Project (#12)  G. Liaison Reports	ort (#10-11)
VI.	Unfinished Business	
VII.	New Business  A. Resolution Number 09-20 Bid Award (#13-14)  B. Resolution Number 10-20 MNDOT Agreement (#15-28)	
VIII.	Communications	
IX.	Announcements A. May 12, 2020 LBAE Meeting (#29)	
X.	Adjourn	# Page Number in Packet *Enclosed

# MINUTES MOUNTAIN IRON CITY COUNCIL April 20, 2020

Mayor Skalko called the City Council meeting to order at 6:37p.m. with the following members present via online ZOOM meeting: Councilor Joe Prebeg Jr., Alan Stanaway, Julie Buria, Steve Skogman, and Mayor Gary Skalko. Also present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Anna Amundson, Library Director/Special Events Coordinator; Amanda Inmon, Municipal Services Secretary; Bryan Lindsay, City Attorney; Al Johnson, City Engineer, and SGT John Backman, Sheriff's Department.

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

- 1. Approve the minutes of the April 6, 2020, regular meeting as submitted.
- 2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
- 3. To acknowledge the receipts for the period April 1-15, totaling \$137,889.80 (a list is attached and made a part of these minutes).
- 4. To authorize the payments of the bills and payroll for the period April 1-15, totaling \$340,819.65 (a list is attached and made a part of these minutes).

The motion carried.

# Public Forum:

No one spoke during the forum

The Mayor reported on the following:

- > Condolences to the family and friends of Bruce Brickert
- > Condolences to the family and friends of Richard (Dick) Washburn Sr.
- > Condolences to the family and friends of Ida Renzaglia
- ➤ Big THANK YOU to all healthcare workers, truck drivers, food industry/service workers, Government & City workers, utility workers and many more that are so essential at this time

# City Administrator:

- ➤ No summer employees not essential at this time
- ➤ West II Rivers Campground closed until June 1<sup>st</sup> will re-evaluate as needed
- > Summer Recreation Programs still no decision if this will be available during summer

# Director of Public Works:

- > Spring cleaning/sweeper out please be aware
- Any garbage at home should be bagged to prevent contact with employees
- > Recycling Center usage:
  - o Separate recycling items properly
- > Any damage caused by snow plow/loader during the winter months, please contact City Hall
  - o List is being started for future repair

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# Library Director/Special Events Coordinator:

- > The Mountain Iron Library is currently closed until further notice
- > Legacy/Kids programs through August have been cancelled
- > Summer Reading Program to via online (no date yet)

# Sheriff's Department:

- > No formal report
- > Please do not feed bears

# City Engineer:

- No formal report
- > Insituform will start slip-lining in downtown area roughly last week of April

# City Attorney:

➤ No formal report

It was moved by Skogman and seconded by Buria to accept the recommendation of the Planning & Zoning Committee and approve the Conditional Use and Variance permit for Joel Haataja at Parcel Code 175-0071-01689. The motion carried.

It was moved by Prebeg and seconded by Stanaway to approve Resolution #05-20; Making a Declaration of Official Intent Under U.S. Treasury Regulations Section 1.150-2, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Buria to approve Resolution #06-20; Accepting Bid for Improvement Project #19-08, to Viking Industrial for low bid price of \$811,900, (a copy is attached and made a part of these minutes). The motion carried unanimously on roll call vote.

It was moved by Skogman and seconded by Stanaway to approve Resolution #07-20; Authorizing the City of Mountain Iron to make an Application and Accept Funds from the Community Infrastructure Grant Program from the Department of IRRR, to assist with three water system improvement projects (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Stanaway and seconded by Prebeg to approve Resolution #08-20; Authorizing the City of Mountain Iron to make an Application to and Accept Funds from the Mineland Reclamation Grant Program from the Department of IRRR, for the development of a utility scale solar farm, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Buria to accept the recommendation of the Shared Services Committee and appoint, Councilor Stanaway, as the additional City Council member to the Committee. The motion carried, with Councilor Stanaway abstaining.

Minutes – City Council April 20, 2020 Page 3

At 7:40p.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. Local Board of Appeals and Equalization (LBAE) scheduled for May 12, 2020 from 5:00pm to 6:00pm

Check Register - Summary
Check Issue Dates: 4/22/2020 - 4/22/2020

Page: 1 Apr 22, 2020 12:15PM

Report Criteria:

Report type: Summary
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/20	04/22/2020	154537	10056	AT&T MOBILITY	604-20200	1,468.90
04/20	04/22/2020	154538	10006	ANDERSON AUTO CENTER (DBA)	101-20200	64.04
04/20	04/22/2020	154539	20022	BENCHMARK ENGINEERING INC	601-20200	30,176,03
04/20	04/22/2020	154540	1244	BOS & WENDY BROWN	101-20200	66,36
04/20	04/22/2020	154541	30055	BTAC ACQUISITION CORP.	101-20200	237,86
04/20	04/22/2020	154542	30084	CARDMEMBER SERVICE	603-20200	6,816.00
04/20	04/22/2020	154543	170001	CENTURY LINK	101-20200	258.57
04/20	04/22/2020	154544	30005	COLE APPRAISAL & CONSULTING, LLC	301-20200	2,500,00
04/20	04/22/2020	154545	30021	COMPASS MINERALS AMERICA INC.	101-20200	1,812.32
04/20	04/22/2020	154546	30072	COMPUTER WORLD	101-20200	419.25
04/20	04/22/2020	154547	1901024	стс	101-20200	507.02
04/20	04/22/2020	154548	1002	DANIELLE TYNDALL	604-20200	350.00
04/20	04/22/2020	154549	40060	DELTA DENTAL OF MINNESOTA	101-20200	1,911.40
04/20	04/22/2020	154550	1003	DENAE LEWIS	604-20200	37.58
04/20	04/22/2020	154551	40063	DEPARTMENT OF COMMERCE	604-20200	248.08
04/20	04/22/2020	154552	50048	ENERGY INSIGHT INC	604-20200	1,253,73
04/20	04/22/2020	154553	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	34.00
04/20	04/22/2020	154554	60029	FERGUSON ENTERPRISES INC	601-20200	17.90
04/20	04/22/2020	154555	80001	HILLYARD/HUTCHINSON	101-20200	561.00
04/20	04/22/2020	154556	80037	HOMETOWN MEDIA PARTNERS	601-20200	330.75
04/20	04/22/2020	154557	790	INSTITUTE LAKE SUPERIOR GEOLOGY	101-20200	1,100.00
04/20	04/22/2020	154558	9036	IRON RANGE MINING ASSOCIATION OF MN	101-20200	300.00
04/20	04/22/2020	154559	1005	JOSH EDDY	604-20200	262.53
04/20	04/22/2020	154560	1004	KAREN YUNGBAUER	604-20200	89.29
04/20	04/22/2020	154561	120013	L & L RENTALS INC	602-20200	75.00
04/20	04/22/2020	154562	120032	LAKE COUNTRY POWER	101-20200	201.00
04/20	04/22/2020	154563	140026	MINNESOTA ENERGY RESOURCES	601-20200	1,877,76
04/20	04/22/2020	154564	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	616.00
04/20	04/22/2020	154565	130010	MINNESOTA UI FUND	101-20200	18.48
04/20	04/22/2020	154566	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	14,528.70
04/20	04/22/2020	154567	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	99,924.50
04/20	04/22/2020	154568	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	357.88
04/20	04/22/2020	154569	160066	PACE ANALYTICAL SERVICES, LLC	602-20200	232,00
04/20	04/22/2020	154570	170007	QUILL CORPORATION	603-20200	178,12
04/20	04/22/2020	154571	180004	RANGE COOPERATIVES	101-20200	32.00
04/20	04/22/2020	154572	1298	ROBIN GODFREY	101-20200	204.66
04/20	04/22/2020	154573	230028	SLIPSTREAM	604-20200	400.64
04/20	04/22/2020	154574	406	ST LOUIS COUNTY PHHS	604-20200	113.52
04/20	04/22/2020	154575	848	ST. PAUL PORT AUTHORITY	101-20200	2,947,29
04/20	04/22/2020	154576	5007	SUN LIFE FINANCIAL	603-20200	887.00
04/20	04/22/2020	154577	1001	SUSAN LAINE	604-20200	54.36
04/20	04/22/2020	154578	180023	TECH BYTES	101-20200	497.40
04/20	04/22/2020	154579	210009	USA BLUE BOOK	602-20200	509,74
04/20	04/22/2020	154580		VIKING INDUSTRIAL NORTH	602-20200	179,51
04/20	04/22/2020	154581		VIRGINIA DEPARTMENT OF PUBLIC	604-20200	45,088,41
04/20	04/22/2020	154582	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	4,602.91
04/20	04/22/2020	154583	260002	Z/TECH	101-20200	1,939.00
Grand	d Totals:					226,288,49
	48.			DD Ending 04/17		114,531.16
				PP-Ending 04/17		
				TOTAL EXPENDITURES		\$340,819.65

### **Distribution Summary**

Category	Distribution	GL Account	Amount
CAMPGROUND RECEIPTS	CREDIT CARD FEES	101-36-6200-091	11.62
CAMPGROUND RECEIPTS	FEES	101-36-6200-091	350.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	101-20803	10.50
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	25.81
FINES	CRIMINAL	101-35-5100-000	1,480.68
LICENSES	ANIMAL	101-32-2100-000	10.00
METER DEPOSITS	ELECTRIC	604-22000	850 00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	10 00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	101-21709	2,466,48
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	230-31-1010-000	133,80
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	101-36-6200-089	18.37
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	96.85
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	2.00
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	53.14
SPECIAL ASSESSMENTS	SPECIAL ASSESSBOND MONEY	378-36-1000-000	64.02
UTILITY	UTILITY	001-11105	132,306.53
Grand Totals:			137,889.80



TTEST

City

# CITY OF MOUNTAIN IRON

# "TACONITE CAPITAL OF THE WORLD"

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# **RESOLUTION NUMBER 05-20**

# MAKING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS SECTION 1.150-2

WHEREAS, the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2 promulgated thereunder (the "Reimbursement Rules"), require that in order for an issuer to use the proceeds of an issue of tax-exempt obligations to reimburse an original expenditure paid before the issue date of the obligations, an issuer must adopt an official intent for the original expenditure not later than 60 days after payment thereof; and

WHEREAS, the City of Mountain Iron, Minnesota, (the "Issuer") is a governmental unit with bond issuing powers; and

WHEREAS, the Issuer intends to finance improvements to its water treatment and distribution system (the "Project"), from proceeds of an issue of tax-exempt obligations (the "Bonds"); and

WHEREAS, it may be necessary for the Issuer to temporarily finance certain costs of the Project by using either working capital and cash reserves which will be needed for other purposes, or temporary loans from financial institutions or others prior to the issuance of the Bonds.

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

- 1. The maximum principal amount of the Bonds is \$2,200,000.
- 2. The Issuer reasonably expects to incur expenditures with respect to the Project in advance of issuance of the Bonds.
- 3. The Issuer reasonably expects that expenditures for the Project will be reimbursed from the proceeds of the Bonds.
- 4. The reimbursement will occur not later than 18 months after the later of the date the original expenditure was paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.
- 5. The Issuer has not previously adopted a resolution under the Reimbursement Rules for a project, the costs of which were not paid from the proceeds of an issue of tax-exempt bonds.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF APRIL, 2020.

Mayor Gary Skalko



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# **RESOLUTION NUMBER 06-20**

# **ACCEPTING BID**

WHEREAS, pursuant to an advertisement for bids for Improvement Number 19-08, the improvement of the Elevated Storage Tank by repairing exterior and interior structural damage and addressing interior and exterior coating in need of refurbishing, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

	Base Bid	Add Alt	Total
Viking Industrial Painting	\$808,900	\$3,000	\$811,900
Classic Protective Coatings Inc.	\$863,958	\$3,500	\$867,458
TMI Coatings, Inc.	\$1,285,000	\$22,000	\$1,307,000

AND WHEREAS, it appears that Viking Industrial Painting of Ridgeway, Iowa is the lowest responsible bidder,

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

- 1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Viking Industrial Painting of Ridgeway, Iowa in the name of the City of Mountain Iron for the improvement of the Elevated Storage Tank by repairing exterior and interior structural damage and addressing interior and exterior coating in need of refurbishing, according to the plans and specifications therefore approved by the City Council and on file in the Office of the City Administrator.
- 2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF APRIL, 2020.

TEST

Mayor Gary Skalk



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# **RESOLUTION NUMBER 07-20**

# AUTHORIZING THE CITY OF MOUNTAIN IRON TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM THE COMMUNITY INFRASTRUCTURE GRANT PROGRAM FROM THE DEPARTMENT OF IRRR

WHEREAS, the Mountain Iron City Council approves of the attached application for the Water System Improvements project; and,

WHEREAS, the Mountain Iron City Council agrees to accept funding for the underlying project if approved by the Department of IRRR.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that is does hereby adopt this Resolution.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF APRIL, 2020.

ATTES1

Administrator

Mayor Gary Skalke



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# **RESOLUTION NUMBER 08-20**

# AUTHORIZING THE CITY OF MOUNTAIN IRON TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM THE MINELAND RECLAMATION GRANT PROGRAM FROM THE DEPARTMENT OF IRRR

WHEREAS, the Mountain Iron City Council approves of the attached application for the Northern Sun Solar Project Phase 2 project; and,

**WHEREAS,** the Mountain Iron City Council agrees to accept funding for the underlying project if approved by the Department of IRRR.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that is does hereby adopt this Resolution.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF APRIL, 2020.

ATTEST:

ity Administrator

# **MOUNTAIN IRON PUBLIC LIBRARY**

Starting Monday, May 4<sup>th</sup>, 2020, the Mountain Iron Public Library will begin curbside pickup. Our curbside pickup service will allow for pickup of items **by appointment only**. The curbside pickup location will be on the front steps of the library.

Materials already held will be available for pick up. Please call to make an appointment. If you don't have any items held, you may request up to 10 items for pickup. Patrons looking for reading suggestions will be provided with four "recommended reads."

# Hours for calling in, placing holds and scheduling pick-ups:

Monday through Thursday

10:00am - 4:00pm

# **Curbside FAQ**

# How do I place holds?

Request materials by calling 218-735 – 8625.

# Can you look for specific items or provide reading suggestions?

Yes! Give us a call at 218-735 - 8625 for specific titles or reading suggestions. If it is on our shelves, it is yours!

# How will I know my hold items are ready for pickup?

When you call, you will schedule a pickup appointment. Your items will be pulled on a first come, first serve basis.

To support social distancing efforts, we are offering curbside pickup only and are operating with very limited staff. Staff will fill your requests as quickly as possible; however, some materials requested may not be available, and wait times may be longer than usual. Thank you for your patience.

# How many items can I check out?

You can check out up to 10 items at this time.

Can I schedule simultaneous pick-ups for multiple accounts that all live in the same household?

Yes, you can check out 10 items per library card.

# Do I need a library card?

Yes, patrons must hold a valid library card to use curbside pickup.

# What if I have mobility issues and cannot leave my vehicle?

If you have mobility issues, we can provide accommodation such as placing bagged items on the hood or in the trunk of your vehicle. Please request this when you call.

# What if I don't drive or will be walking to the library?

A walk-up area will be designated by library staff. Please mention this when you schedule your pick up.

# What materials are available for pickup?

All physical materials currently on the shelf are available, including books, audiobooks, magazines, DVDs, etc.

## How do I return materials?

Book returns can be placed in the outdoor book drop. Books will be safely collected by staff daily and quarantined for 8 days before being safely cleaned and returned to the shelves.

# CALL 735 - 8625 for more information.

# What are you doing to protect the safety of patrons and library staff?

The contactless curbside pickup model has been reviewed by the City Administrator. This provides maximum social distancing for the safety of our patrons and our staff. Staff will use gloves and cloth face coverings in accordance with the MN Department of Health and CDC guidelines.

Patrons and staff should not approach one another and should respect the need for social distancing. This may feel uncomfortable but is necessary to provide a safe, contactless pickup service.

### Are the books sanitized?

The items you requested have been sitting on the shelf for weeks and have not been touched during that time. The CDC says that the virus can live on cardboard and paper for 24 hours. It can live on plastic for 2-3 days. The amount of time these items have sat is more than sufficient to kill the virus. When our staff retrieved these items for pickup they followed best practices for sanitation. If you are concerned, you may choose to let your materials sit for up to three days before accessing them.



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# **COUNCIL LETTER 050420-VF1**

**ENGINEERING** 

**CHANGE ORDER** 

DATE:

April 30, 2020

FROM:

Alan Johnson

City Engineer

Craig J. Wainio City Administrator

Staff is requesting that the contract be amended with Insituform for additional CIPP lining. This is to compete Phase 1 of the CIPP which could not be completed due to the condition of the pipe. City crews replaced the section of pipe in question and now the CIPP can be applied to that section. The estimated cost of this project is \$7500. It is recommended that the City Council authorize the additional CIPP work to be completed while Insituform is completing Phase 2 of the CIPP project.



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# **COUNCIL LETTER 050420-VIIA**

**ADMINISTRATION** 

**RESOLUTION 09-20** 

DATE:

April 30, 2020

FROM:

Craig J. Wainio

City Administrator

Resolution Number 09-20 Awards the Bid for the Mountain Iron Drive Project. Bids will be opened on Friday, May 1 at 10AM. An updated resolution will be emailed after bids are opened and tabulated. These will be forwarded along with a recommendation.



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# **RESOLUTION NUMBER 09-20**

# ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for Improvement Number 18-06, the proposed improvement of Mountain Iron Drive between 12th Street and the Southerly Corporate Limits of the City of Mountain Iron by Road Reconstruction, Alignment and Drainage Improvements, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

KGM Contractors	\$543,090.85
Ulland Brothers	\$546,500.00
Mesabi Bituminous	\$595,102.05
TNT Aggregates	\$628,900.00
Bougalis and Sons	\$797,954.75

AND WHEREAS, it appears that KGM Contractors of Angora, Minnesota is the lowest responsible bidder,

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

- 1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with KGM Contractors of Angora, Minnesota in the name of the City of Mountain Iron for the improvement of Mountain Iron Drive between 12th Street and the Southerly Corporate Limits of the City of Mountain Iron by Road Reconstruction, Alignment and Drainage Improvements, according to the plans and specifications therefore approved by the City Council and on file in the Office of the City Administrator.
- 2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

DULY ADOPTED BY THE CITY COUNCIL THIS	
ATTEST:	Mayor Gary Skalko
City Administrator	



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# **COUNCIL LETTER 050420-VIIB**

**MNDOT AGREEMENT** 

**RESOLUTION 10-20** 

DATE:

April 30, 2020

FROM:

Craig J. Wainio City Administrator

Resolution Number 10-20 Authorizes the City to enter into a Cooperative Construction Agreement with MNDoT and the City of Virginia for the Highway 53 13<sup>th</sup> Street project that is to begin later this summer. 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 10-20 Authorizing the City to Enter into the Cooperative Construction Agreement.



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# **RESOLUTION NUMBER 10-20**

# 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. 1036738 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 State Furnished Materials to be installed upon, along and adjacent to Trunk Highway No. 53 at 2<sup>nd</sup> Avenue West, 12<sup>th</sup> Avenue West and 13<sup>th</sup> Street South within the corporate City limits under State Project No. 6918-94 (T.H. 53=011).

**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 4th DAY OF MAY, 2020.

ATTEST:		Mayor Gary Skalko
City Administrator	- 9	



District 1 1123 Mesaba Avenue Duluth, MN 55811-2798 Office Tel: 218-725-2700 Fax: 218-725-2800

April 22, 2020

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

**Subject: Proposed Cooperative Construction Agreement No. 1036738** 

City of Mountain Iron S.P. 6918-94 (T.H. 53=011) Federal Project HSIP 6920(052) City cost for T.H. 53 Construction.

# Dear Craig:

Transmitted herewith in is a proposed agreement with the City of Viginia and the City of Mountain Iron. This agreement provides for payment to the State of each of the City's share of the costs of State Furnished Materials construction to be performed on T.H. 53 within the respective corporate City limits.

Present this agreement to the City of Mountain Iron's City Council for their approval and execution that includes original signatures of the City Council authorized City officers on the three copies of the agreement signature page. 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 enclosed.

When the agreement with three original copies of the signature page and the three original copies of the resolution have been executed by the City Council, please return them to this office as soon as possible so that they may be returned to St. Paul for final execution. A copy will be returned to the City when fully executed.

An extra copy of the agreement is being provided for your use until a fully executed copy is returned.

Sincerely,

Todd

Digitally signed by Todd

Campbell Date: 2020.04.22 15:21:21 -05'00'

Campbell

Todd Campbell
Assistant District Engineer

cc:

Malaki Ruranika - M.S. 682

File

MnDOT Contract No.: <u>1036738</u>

# STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

# AND CITY OF VIRGINIA AND

# CITY OF MOUNTAIN IRON COOPERATIVE CONSTRUCTION AGREEMENT



State Project Number (S.P.):	6918-94	<b>Estimated Amount Receivable from</b>
Trunk Highway Number (T.H.):	53=011	Virginia
Federal Project Number:	HSIP 6920 (052)	<b>\$3,726.47</b>
Signal System "A" ID:	2638274	Estimated Amount Cassinable from
Signal System "B" ID:	2638272	Estimated Amount Receivable from
Signal System Location "C" ID:	1737029	Mountain Iron
		<u>\$1,242.16</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Virginia acting through its City Council ("Virginia"), and the City of Mountain Iron acting through its City Council ("Mountain Iron").

### **Recitals**

- The State will perform grading, bituminous mill and overlay, signals, TMS, ADA improvements construction, and other associated construction upon, along, and adjacent to Trunk Highway No. 53 at 2<sup>nd</sup> Avenue West, 12<sup>th</sup> Avenue West, and 13<sup>th</sup> Street South according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6918-94 (T.H. 53=011) ("Project"); and
- 2. The State requests Virginia and Mountain Iron participate in the costs of the Federally Ineligible portion of the State Furnished Materials and Virginia and Mountain Iron are willing to participate in the costs of said materials; and
- 3. Existing Signal Agreement 1001482 between the State and Virginia addresses signal operations and maintenance at the intersection of Trunk Highway No. 53 and 2<sup>nd</sup> Avenue West; and
- 4. Existing Signal Agreement 56933 between the State and Virginia for the intersection of Trunk Highway No. 53 and 12th Avenue West will be terminated by this Agreement; and
- 5. Existing Signal Agreement 73829 between the State, Virginia, and Mountain Iron for the intersection of Trunk Highway No. 53 and 13th Street South will be terminated by this Agreement; and
- 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
- 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 Virginia; 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 Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. Plans, Specifications, and Special Provisions. Plans, specifications, and special provisions designated by the State as State Project No. 6918-94 (T.H. 53=011) 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. Schedule "I" is on file in the office of Virginia's City Administrator, in the office of Mountain Iron's City Administrator, and is attached and incorporated into the Agreement.

### 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 Virginia and Mountain Iron. Virginia and Mountain Iron participation construction covered under this Agreement will be open to inspection by Virginia and Mountain Iron. If Virginia or Mountain Iron believes the Virginia or Mountain Iron participation construction covered under this Agreement has not been properly performed or that the construction is defective, Virginia or Mountain Iron will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Virginia or Mountain Iron are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the Virginia and Mountain Iron 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 Virginia and Mountain Iron participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
- B. Virginia and Mountain Iron 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.

- C. The State reserves the right to invoice Virginia and Mountain Iron, respectively, for the cost of any additional Virginia or Mountain Iron requested work and plan changes, including associated construction engineering, before the completion of the contract construction.
- 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. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon Virginia and Mountain Iron as to the satisfactory completion of the contract construction.
- 2.5. Permits Virginia and Mountain Iron will submit to the State's Utility Engineer an original permit application for all utilities owned by Virginia and Mountain Iron, respectively, 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 2525).
- 2.6. Replacement of Castings. Adjustments to certain Virginia or Mountain Iron-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. Virginia or Mountain Iron will furnish the contractor with new units and/or parts for those in place Virginia or Mountain Iron-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 Virginia

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

- 3.1. 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. Virginia will invoice Mountain Iron for the cost of any sidewalk maintenance performed on Mountain Iron owned sidewalks at the intersection of T.H. 53 and 13<sup>th</sup> Street South.
- 3.2. Additional Drainage. No 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.

### 4. State Furnished Materials.

The State will furnish two "R" Cabinets with Fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. Virginia's lump sum share for State Furnished Materials is \$3,726.47. Mountain Iron's lump sum share for State Furnished Materials is \$1,242.16. Virginia's and Mountain Iron's cost shares for State Furnished Materials will be added to Virginia's and Mountain Iron's total lump sum construction cost shares, respectively.

### 5. Signal Systems and EVP Systems Operation and Maintenance

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 1001482 dated September 29, 2015, for the existing traffic control signals on T.H. 53 at 2<sup>nd</sup> Avenue will

remain in full force and effect. Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 53 at 12<sup>th</sup> Avenue West, and on T.H. 53 at 13<sup>th</sup> Street South, and for the Interconnect on T.H. 53 from 2<sup>nd</sup> Ave to the T.H. 53/T.H. 169 East Ramp.

# 5.1. Virginia Responsibilities.

- A. *Power.* Virginia will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect. Virginia will invoice Mountain Iron for 50% of the electrical service cost for the intersection of T.H. 53 and 13<sup>th</sup> Street South.
- **B.** *Minor Signal System Maintenance*. Virginia will provide for the following, without cost to the State. Virginia will invoice Mountain Iron for 50% of the cost of any of the following maintenance performed at the intersection of T.H. 53 and 13<sup>th</sup> Street South.
  - 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 Systems 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 Systems controller cabinet and service cabinet exteriors.
  - iv. Clean and paint the Signal Systems and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3X, unless approved by the State's District Traffic Engineer.
  - v. 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 Virginia or Mountain Iron. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- **B.** *EVP Systems Operation.* The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
  - i. All maintenance of the EVP Systems 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. Virginia and Mountain Iron 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 Systems must be reported to the State immediately.
  - iv. In the event the EVP Systems 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 Virginia or Mountain Iron receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
  - v. All timing of the EVP Systems 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 the operation and maintenance terms of Agreement No. 56933, dated September 16, 1971, between the State and Virginia, for the intersection of T.H. 53 at 12<sup>th</sup> Avenue West. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 73829, dated September 19, 1995, between the State, Virginia, and Mountain Iron, for the intersection of T.H. 53 at 13<sup>th</sup> Street South.

# 6. Virginia Cost and Payment by Virginia

- 6.1. Virginia Cost. \$3,726.47 is Virginia's full and complete lump sum cost for State Furnished Materials.
- **6.2.** Conditions of Payment. Virginia will pay the State the full and complete lump sum amount after the following conditions have been met:
  - A. Execution of this Agreement and transmittal to Virginia.
  - B. Virginia's receipt of a written request from the State for the advancement of funds.
- 6.3. Additional Virginia Requested Work. Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare an invoice and submit a copy to Virginia. The invoice will be based on final quantities of any additional Virginia requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from Virginia will be final, binding and conclusive.

# 7. Mountain Iron Cost and Payment by Mountain Iron

- 7.1. *Mountain Iron Cost*. \$1,242.16 is Mountain Iron's full and complete lump sum cost for State Furnished Materials.
- **7.2.** Conditions of Payment. Mountain Iron will pay the State the full and complete lump sum amount after the following conditions have been met:
  - A. Execution of this Agreement and transmittal to Mountain Iron.
  - B. Mountain Iron's receipt of a written request from the State for the advancement of funds.
- 7.3. Additional Mountain Iron Requested Work. Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare an invoice and submit a copy to Mountain Iron. The invoice will be based on final quantities of any additional Mountain Iron requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from Mountain Iron will be final, binding and conclusive.

### 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: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155

Telephone: (651) 366-4634

E-Mail: malaki.ruranika@state.mn.us

8.2. The City of Virginia's Authorized Representative will be:

Name, Title: Britt See-Benes, City Administrator (or successor)

Address: 327 First Street South, Virginia, MN 55792

Telephone: (218) 748-7500 E-Mail: britts@virginiamn.us

8.3. The City of Mountain Iron'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

### 9. Assignment; Amendments; Waiver; Contract Complete

**9.1.** Assignment. No 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, Virginia, and Mountain Iron. 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 Virginia and Mountain Iron.
- **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, Virginia's and Mountain Iron'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

Virginia, Mountain Iron, and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all

data created, collected, received, stored, used, maintained, or disseminated by Virginia and Mountain Iron under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by Virginia, Mountain Iron, 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 Virginia and Mountain Iron.
- **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

No 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.

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**DEPARTMENT OF TRANSPORTATION** 

# **CITY OF MOUNTAIN IRON**

The undersigned certify that they have lawfully Recommended for Approval: executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances. (District Engineer) By: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Approved: (State Design Engineer) By: \_\_\_\_\_ Title: **COMMISSIONER OF ADMINISTRATION** Date: By: \_\_\_\_\_\_(With Delegated Authority)

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

SCHEDULE "I" Agreement No. 1036738 City of Virginia and City of Mountain Iron	
S.P. 6918-94 (T.H. 53=011) Fed. Proj. HSIP 6920 (052)	Preliminary: April 17, 2020
Grading, bituminous mill and overlay, signals, TMS, and ADA Improvements construction to start approximately July 6, 2020 under State Contract No. with located on T.H. 53 at 2nd Ave. W., 12th Ave W., and 13th St. S.	ınder
VIRGINIA COST PARTICIPATION	
State Furnished Materials For Signal System "A" From Sheet No. 2  State Furnished Materials For Signal System "B" From Sheet No. 2	2,484.31
(1) Total Virginia Cost	\$3,726.47
MOUNTAIN IRON COST PARTICIPATION	
State Furnished Materials For Signal System "B" From Sheet No. 2  (2) Total Mountain Iron Cost	1,242.16
(1) Amount of advance payment as described in Article 6 of the Agreement (2) Amount of advance payment as described in Article 7 of the Agreement	

# (1) 50% STATE, 50% VIRGINIA

TTEM NUMBER	S.P. 6918-94 - SIGNAL SYSTEM "A" STATE FURNISHED MATERIALS - LUMP SUM	UNIT	QUANTITY	FEDERAL ELIGIBLE	FEDERAL	TOTAL COST
	SIGNAL SYSTEM A - STATE FURNISHED MATERIALS	LUMP SUM	00 1	27 213 18	4 968 67	32 181 80
			20:1	01:017,17	1,706.02	36,101,00
			TOTAL	\$27,213.18	\$4,968.62	32,181.80
	FEDERAL ELIGIBLE	\$27,213.18				
	100% STATE	3 \$27,213.18				
	(1) FEDERAL INELIGIBLE	E \$4,968.62				
	50% STATE	\$2,484.31				
	50% VIRGINIA	\$2,484.31				

# (2) 50% STATE, 25% VIRGINIA, 25% MOUNTAIN IRON

ITEM	S.P. 6918-94 - SIGNAL SYSTEM "B"	TINU	QUANTITY	FEDERAL	FEDERAL	TOTAL COST
NUMBER	STATE FURNISHED MATERIALS - LUMP SUM	The second second		ELIGIBLE	INELIGIBLE	
	SIGNAL SYSTEM B - STATE FURNISHED MATERIALS	LUMP SUM	1.00	27,213.18	4,968.62	32,181.80
			TOTAL	\$27,213.18	\$4.968.62	32.181.80
	FEDERAL ELIGIBLE	\$27,213.18				
	100% STATE	\$27,213.18				
	(2) FEDERAL INELIGIBLE	\$4,968.62				
	50% STATE	\$2,484.31				
	25% VIRGINIA	\$1,242.16				
	25% MOUNTAIN IRON	\$1,242.16				

# RESOLUTION

IT IS RESOLVED that the City of Mountain Iron enter into MnDOT Agreement No. 1036738 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the State Furnished Materials to be installed upon, along, and adjacent to Trunk Highway No. 53 at 2<sup>nd</sup> Avenue West, 12<sup>th</sup> Avenue West, and 13<sup>th</sup> Street South within the corporate City limits under State Project No. 6918-94 (T.H. 53=011).

IT IS FURTHER RESOLVED that the Mayor and the	
	(Title)
are authorized to execute the Agreement and any amenda	ments to the Agreement.
CERTIF	ICATION
I certify that the above Resolution is an accurate copy of the	· · · · · · · · · · · · · · · · · · ·
Mountain Iron at an authorized meeting held on the, 2020, as shown by the minutes	
, 2020, as shown by the minutes	of the meeting in my possession.
Cub-willed and assess As weakling	
Subscribed and sworn to me this day of, 2020	(Signature)
uuy 01	
Notary Public	(Type or Print Name)
My Commission Expires	
•	(Title

# Important Information Regarding Property Assessments This may affect your 2021 property taxes.

The Board of Appeal and Equalization for Mountain Iron, MN will meet on May 12, 2020 from 5:00pm-6:00pm. The purpose of this meeting is to determine whether property in the jurisdiction has been properly valued and classified by the assessor. (This is regarding the yellow 2021 property valuation notice residents received in the mail from the County)

In accordance with the requirements of Minn. Stat. Section 13D.021, Mayor Gary Skalko, has determined that an in person meeting in not practical or prudent because of a health pandemic and the emergency declared by the Governor under Chapter 12 of the Minnesota Statutes.

Because of the City of Mountain Iron's Declaration of Emergency (Resolution #02-20), it has been determined that attendance at the regular meeting location by members of the public and the Local Board of Appeal Equalization is not feasible. Therefore, the Board members may be participating by telephone or other electronic means.

If you believe the value or classification of your property is incorrect, please contact your Assessor's office to discuss your concerns. If you disagree with the valuation or classification after discussing it with your Assessor, you may submit your appeal in writing to the local Board of Appeal and Equalization. The board will review your assessments and may make corrections as needed. Generally, you must appeal to the Local Board before appealing to the county Board of Appeal and Equalization.

Members of the public may monitor the meeting by viewing it live City of Mountain Iron Facebook page via YouTube Live.

To submit your appeal:

mail to: City of Mountain Iron 8576 Enterprise Drive South Mountain Iron, MN 55768

call in: +16465588656,,89141862613# US (New York) +13017158592,,89141862613# US (Germantown)

All appeals must be received by 6:00pm on May 12, 2020. If you have any questions please call the City of Mountain Iron Office at (218)748-7570.