

MOUNTAIN IRON CITY COUNCIL MEETING



MONDAY, AUGUST 3, 2020

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
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MOUNTAIN IRON ROOM
MONDAY, AUGUST 3, 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 July 20, 2020, Regular Meeting (#1-5)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
 - A. Public Hearing – Tax Abatement (#6)
- V. Committee and Staff Reports
 - A. Mayor’s Report
 - B. City Administrator’s Report
 - 1. Update COVID-19 Preparedness Plan (#7-16)
 - 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 Number 2 - Sanitary Sewer Improvements (#17-19)
 - 2. Pay Request Number 2 – Sanitary Sewer Improvements (#20-21)
 - 3. Pay Request Number 1 – Mountain Iron Drive (#22-25)
 - 4. Change Orders Numbers 1, 2 and 3 – Water Tower Project (#26-30)
 - G. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 14-20 Tax Abatement (#31-37)
 - B. Abatement and Land Purchase Agreement (#38-64)
- VIII. Communications (#65-67)
- IX. Announcements
 - A. Primary Election, August 11, 2020
 - B. Joint Meeting August 18, 2020 at 6:30
- X. Adjourn

Page Number in Packet
*Enclosed

MINUTES
MOUNTAIN IRON CITY COUNCIL
July 20, 2020

Mayor Skalko called the City Council meeting to order at 6:30p.m. with the following members present: 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; Amanda Inmon, Municipal Services Secretary; Al Johnson, City Engineer; Bryan Lindsay, City Attorney; and SGT 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 July 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 July 1-15, totaling \$203,518.82 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period July 1-15, totaling \$486,907.81 (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:

- Happy belated birthday to Elma Riccio turning 95 years old July 30th
- Thank you to all those who are keeping the country moving forward!

City Administrator:

- The Mountain Iron Economic Development Authority is working on a potential building site for a Bread Warehouse, hearing scheduled possibly for next meeting

Director of Public Works:

- Many projects underway throughout the City of Mountain Iron:
 - Mountain Iron Drive – possible delays due to weather
 - Structural part of Water Tower mostly complete – sandblasting and paint crew starting soon
 - MNDot project – Highway 53/13th Street Intersection improvement project underway

Sheriff's Department:

- No formal report

City Engineer:

- Water Tower project, small Change Orders and modifications received from the Contractor which can be addressed at the next meeting

City Attorney:

- No formal report

It was moved by Skogman and seconded by Buria to accept the Cable Franchise Agreement as presented with Mediacom Communications Corporation. The motion carried.

At 6:56p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Communications:

1. Primary Election on August 11, 2020, polls will be open from 7:00am until 8:00pm
 - a) Mountain Iron Community Center: Precinct #1: IROQUOIS ROOM;
Precinct #2: WACOOTAH ROOM.
 - b) Absentee ballots are available at City Hall now through August 10, 2020 for those voters unable to vote on Election Day.
 - c) City Hall will also be open for Absentee voting from 10am-3pm on Saturday, August 8th and until 5pm on Monday, August 10th.
2. Shared Services Study Joint meeting, Tuesday, August 18, 2020 at 6:30pm at the Mountain Iron Community Center

Distribution Summary

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	200.00
BUILDING RENTALS	COMMUNITY CENTER	325.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	254.84
CAMPGROUND RECEIPTS	FEES	7,680.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	227.70
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	569.29
CD INTEREST	CD INTEREST 101	2,589.37
CD INTEREST	CD INTEREST 378	1,169.39
CD INTEREST	CD INTEREST 602	125.30
CD INTEREST	CD INTEREST 603	250.58
CD INTEREST	CD INTEREST601	41.77
COPIES	COPIES	1.00
FINES	CRIMINAL	461.18
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	1,980.59
METER DEPOSITS	ELECTRIC	150.00
MISCELLANEOUS	ASSESSMENT SEARCHES	10.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	51,381.37
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	264.90
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,561.85
MISCELLANEOUS	DUE FROM EDA (HRA)	3,056.63
MISCELLANEOUS	EDA REIMBURSEMENT	8,340.71
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	350.00
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	336.68
PERMITS	BUILDING	484.87
UTILITY	UTILITY	121,705.80
Grand Totals:		<u>203,518.82</u>

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/20	07/22/2020	154880	10056	A T & T MOBILITY	604-20200	1,648.62
07/20	07/22/2020	154881	1415	ALEXIS TOLRUD	604-20200	312.54
07/20	07/22/2020	154882	10075	AMERIPRIDE SERVICES	602-20200	121.30
07/20	07/22/2020	154883	1328	AMY MOTT	101-20200	68.22
07/20	07/22/2020	154884	1326	ANNA MONROE	101-20200	204.66
07/20	07/22/2020	154885	10066	AQUA POWER	601-20200	11,538.25
07/20	07/22/2020	154886	20022	BENCHMARK ENGINEERING INC	301-20200	24,508.44
07/20	07/22/2020	154887	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	16,019.89
07/20	07/22/2020	154888	20047	BROCKWHITE CONSTRUCTION MAT.	602-20200	1,136.10
07/20	07/22/2020	154889	30055	BTAC ACQUISITION CORP.	101-20200	1,009.13
07/20	07/22/2020	154890	30084	CARDMEMBER SERVICE	603-20200	7,938.33
07/20	07/22/2020	154891	30017	CARQUEST (MOUNTAIN IRON)	602-20200	247.43
07/20	07/22/2020	154892	170001	CENTURY LINK	101-20200	264.45
07/20	07/22/2020	154893	220003	CITY OF VIRGINIA	101-20200	38.47
07/20	07/22/2020	154894	30072	COMPUTER WORLD	101-20200	1,783.05
07/20	07/22/2020	154895	140013	CORE & MAIN LP	601-20200	1,269.15
07/20	07/22/2020	154896	1901024	CTC	101-20200	511.52
07/20	07/22/2020	154897	40033	DALE'S SNOWMOBILE & ATV REPAIR	101-20200	8.00
07/20	07/22/2020	154898	1324	DAWN DOBSON	101-20200	34.11
07/20	07/22/2020	154899	40030	DEL ZOTTO PRODUCTS OF MN, INC.	101-20200	1,140.00
07/20	07/22/2020	154900	40063	DEPARTMENT OF COMMERCE	604-20200	310.43
07/20	07/22/2020	154901	1088	EMILY HARRIS	604-20200	112.28
07/20	07/22/2020	154902	1321	ERIN MELTZ	101-20200	272.88
07/20	07/22/2020	154903	60063	FLAHERTY & HOOD, P.A.	301-20200	3,845.00
07/20	07/22/2020	154904	1318	FRANCES GUNDERSON	101-20200	136.44
07/20	07/22/2020	154905	70004	GRANDE ACE HARDWARE	101-20200	131.22
07/20	07/22/2020	154906	80022	HAWKINS INC	601-20200	262.52
07/20	07/22/2020	154907	80001	HILLYARD/HUTCHINSON	101-20200	703.34
07/20	07/22/2020	154908	80037	HOMETOWN MEDIA PARTNERS	603-20200	31.50
07/20	07/22/2020	154909	1325	JASON MALLUM	101-20200	34.11
07/20	07/22/2020	154910	1417	JEANANN LARSON	604-20200	69.60
07/20	07/22/2020	154911	1306	KEN OVERTON	101-20200	102.33
07/20	07/22/2020	154912	120006	L & M SUPPLY	604-20200	3,296.21
07/20	07/22/2020	154913	120032	LAKE COUNTRY POWER	101-20200	201.00
07/20	07/22/2020	154914	1419	LAURA MCFAUL	604-20200	96.80
07/20	07/22/2020	154915	1416	LOREENA STAGE	604-20200	138.05
07/20	07/22/2020	154916	1322	LYNNE VANBENTHUYSEN	101-20200	45.47
07/20	07/22/2020	154917	1327	MANUELA WITCZEK	101-20200	55.30
07/20	07/22/2020	154918	130060	MCCARTHY WELL COMPANY	601-20200	5,885.50
07/20	07/22/2020	154919	1323	MICHAEL HENSLEY	101-20200	68.22
07/20	07/22/2020	154920	140026	MINNESOTA ENERGY RESOURCES	602-20200	485.96
07/20	07/22/2020	154921	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	6,207.25
07/20	07/22/2020	154922	130009	MINNESOTA POWER (ALLETE INC)	604-20200	94,616.30
07/20	07/22/2020	154923	130180	MINNESOTA TELECOMMUNICATIONS	604-20200	464.17
07/20	07/22/2020	154924	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	15,607.35
07/20	07/22/2020	154925	30001	NAPA AUTO PARTS	101-20200	201.59
07/20	07/22/2020	154926	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	97,997.50
07/20	07/22/2020	154927	140042	NORTHERN DOOR & HARDWARE INC	101-20200	871.45
07/20	07/22/2020	154928	160075	PAARK PAVING INC.	101-20200	2,100.00
07/20	07/22/2020	154929	160066	PACE ANALYTICAL SERVICES, LLC	601-20200	411.00
07/20	07/22/2020	154930	160023	POHAKI LUMBER	101-20200	14.32
07/20	07/22/2020	154931	180008	RADKO IRON & SUPPLY INC	101-20200	169.99
07/20	07/22/2020	154932	180004	RANGE COOPERATIVES	101-20200	45.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/20	07/22/2020	154933	1329	SHERRI MCLELLAN	101-20200	136.44
07/20	07/22/2020	154934	230028	SLIPSTREAM	604-20200	405.64
07/20	07/22/2020	154935	5007	SUN LIFE FINANCIAL	602-20200	887.83
07/20	07/22/2020	154936	180023	TECH BYTES	101-20200	1,740.00
07/20	07/22/2020	154937	200020	THE TRENTI LAW FIRM	101-20200	3,627.40
07/20	07/22/2020	154938	1418	TONY PETRICK	604-20200	129.97
07/20	07/22/2020	154939	220009	VERNS GREENHOUSE	101-20200	2,784.65
07/20	07/22/2020	154940	220014	VIKING INDUSTRIAL NORTH	602-20200	695.98
07/20	07/22/2020	154941	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	48,597.59
07/20	07/22/2020	154942	220020	VISA OR AMERICAN BANK CC PMT	101-20200	4,819.78
07/20	07/22/2020	154943	230001	WALKER GIROUX AND HAHNE LLC	602-20200	37,300.00
07/20	07/22/2020	154944	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	2,994.23
07/20	07/22/2020	154945	240001	XEROX CORPORATION	602-20200	443.43
07/20	07/22/2020	154946	260001	ZIEGLER INC	101-20200	661.75
07/20	07/22/2020	154947	120006	L & M SUPPLY	604-20200	8,338.60

Grand Totals:

418,355.03

PP-Ending 07/10

68,552.78

TOTAL EXPENDITURES**\$486,907.81**

**NOTICE OF PUBLIC HEARING
ON PROPOSED PROPERTY TAX ABATEMENT
BY THE CITY OF MOUNTAIN IRON, MINNESOTA
(Pan-O-Gold Project)**

NOTICE IS HEREBY GIVEN that the City Council of the City of Mountain Iron, Minnesota (the "City"), will conduct a public hearing in the Mountain Iron Community Center - Mountain Iron Room located at 8586 Enterprise Drive South on Monday, August 3, 2020, at 6:30 p.m., or as soon thereafter as the matter can be considered, for consideration of a property tax abatement, pursuant to which Pan-O-Gold Baking Co. or an affiliate would receive property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815 in connection with the proposed project to be located 5598 Silicon Way, Mountain Iron, Minnesota. The proposed project consists of the acquisition of land and construction of an approximately 2,400 square foot distribution warehouse for bread and bakery products based in St. Cloud and related site improvements. The total estimated property tax abatement from the City for the Project is \$5,000.

The proposed tax abatement agreement is on file and available for public inspection in the office of the City Administrator at City Hall during normal business hours.

Any person wishing to be heard with respect to the proposed tax abatement will be heard orally or in writing at the public hearing.



Welcome To Mountain Iron, Minnesota

"Taconite Capital of the World!"

COVID-19 Second Preparedness Plan for the City of Mountain Iron

Mountain Iron is committed to providing a safe and healthy workplace for all our employees and customers, clients, patrons, guests, and visitors. To ensure that, we have developed the following Preparedness Plan in response to the COVID-19 pandemic. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces. This requires full cooperation among employees and management. Only through this cooperative effort can we establish and maintain the safety and health of our employees and workplaces.

The COVID-19 Preparedness Plan is administered by the City Administrator, who maintains the overall authority and responsibility for the plan. However, management and employees are equally responsible for implementing and complying with all aspects of this Preparedness Plan. Mountain Iron managers and supervisors have our full support in enforcing the provisions of this plan.

Our COVID-19 Preparedness Plan follows the industry guidance developed by the state of Minnesota, available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>), which is based upon Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, Minnesota Occupational Safety and Health Administration (MNOSHA) statutes, rules and standards, and Minnesota's relevant and current executive orders. It addresses:

- general employment measures;
- ensuring sick and/or exposed workers stay home and prompt identification and isolation of sick or exposed persons;
- worker hygiene and source controls, including face coverings;
- social distancing – workers must be at least six-feet apart;
- workplace cleaning and disinfection protocol;
- workplace building and ventilation protocol; and
- communications and training practices and protocol.

We have reviewed and incorporated the industry guidance applicable to our industry provided by the State of Minnesota for the development of this plan.

Other department specific guidance will be communicated by department supervisors.

General Employment Measures

Employees have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19.

The policies and procedures discussed in the following sections are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. Sources for certain controls are included in this plan, which are current as of the date of this plan. Employees should, however, consult any updates to such sources to determine actions they should take.

The City of Mountain Iron has implemented leave policies that promote employees staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Accommodations for employees with underlying medical conditions or who have household members with underlying health conditions will be addressed on a case-by-case basis.

- ☐ **Emergency Paid Sick Leave Act (EPSL)** provides eligible full-time employees with an additional two weeks of paid sick leave (80 hours paid) to tend to COVID-19-related illnesses; employees are subject to the qualifying reasons listed in the policy.
- ☐ **Emergency Family and Medical Leave Act (EFMLA)** expansion provides eligible employees up to 12 weeks of leave to care for a son or daughter under the age of 18 years of age whose school or place of care has been closed or childcare provider is unavailable due to a Public Health Emergency. This expansion may run in combination with other FMLA requests made within a calendar year and may not exceed the entitlement as currently provided in the City's FMLA Policy. Employees taking leave for this purpose shall be paid at 2/3 their regular rate over a 12-week period.
- ☐ **Family Medical Leave Act (FMLA)** provides 12 weeks of job-protected leave to qualifying employees to care for their own serious health condition, a serious health condition of an immediate family member, care for a newborn child, or care for an employee's immediate family member who is a covered service member on active duty.
- ☐ **The American Disability Act (ADA)** provides employees the opportunity to request workplace accommodations. The City of Mountain Iron complies with Title I of the ADA to accommodate workplace needs for employees with disabilities so that they can accomplish the essential function of their jobs. The ADA is intended to protect the rights of individuals with physical or mental impairments that substantially limit one or more major life activity.

Any document containing medical information about an employee is regarded as confidential. To the extent allowed by law, the City will protect the confidentiality of employee medical information.

Stay Home if Feeling Ill

Many times, with the best of intentions, employees report to or stay at work even though they feel ill, but employees should not stay at or report to work if they feel ill due to the current circumstances. If you feel ill, please inform your supervisor or designee immediately, leave immediately if you are at work, and do not return to work unless and until you are no longer ill with pandemic symptoms.

Employees who report to work ill may be isolated at work pursuant to industry guidance until they can safely be sent home in accordance with CDC health guidelines. We may request appropriate information related to illnesses from any employee before reporting to work and documentation from an ill employee before such employee may return to work.

Stay Home if COVID-19 Symptoms or Positive Test

If employees have any of the symptoms described below and/or have tested positive for COVID-19, you must inform your supervisor or designee immediately, leave immediately if you are at work, and do not return to work unless and until the guidelines below are met. Employees who are at or report to work under these circumstances will be sent home in accordance with these health guidelines. We may request appropriate information related to these items from any employee before reporting to work and documentation from an ill employee before such employee may return to work.

It is critical that employees **check for, leave work, and do not report to work** while they are experiencing **any** symptoms such as the following:

- Fever (100.4 degrees Fahrenheit or higher)
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

Persons with COVID-19 who have symptoms and were directed to care for themselves at home may return to work under the following conditions:

- At least 1 day (24 hours) have passed since resolution of fever without the use of fever-reducing medications **and**
- At least 10 days have passed since symptom onset **and**
- Other symptoms have improved.

Persons infected with SARS-CoV-2 who never develop COVID-19 symptoms may discontinue isolation and other precautions 10 days after the date of their first positive RT-PCR test for SARS-CoV-2 RNA.

If you develop any of the following **emergency warning signs**, as specified by the CDC, get **medical attention immediately**:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion or inability to arouse
- Bluish lips or face

If you are sick with COVID-19 or suspect you are infected with the virus that causes COVID-19, you should contact your health care provider immediately and take the necessary steps to help prevent the disease from spreading to people in your home, place of employment, and community, which includes staying at home.

Stay Home if Exposed to COVID-19

Close Contact

If a household member or guest, an intimate partner, or someone you are providing care for has COVID-19 symptoms, or if you have been in close contact (less than 6 feet) for a prolonged period of time with a person with COVID-19 symptoms, you should:

- Inform your supervisor or designee immediately
- Leave work immediately if you are at work
- Stay home until 14 days after last exposure
- Maintain social distance (at least 6 feet) from others at all times
- Self-monitor for symptoms
 - Check temperature twice a day
 - Watch for fever, cough, or shortness of breath
- Avoid contact with [people at higher risk for severe illness](#) (unless they live in the same home and had same exposure)
- Follow [CDC guidance](#) if symptoms develop

Travel

If you traveled to a country with widespread sustained (ongoing) transmission of COVID-19 as established by the CDC, or traveled on a cruise ship or river boat:

- Inform your supervisor or designee immediately
- Leave work immediately if you are at work
- Stay home until 14 days after your last exposure and maintain social distance (at least 6 feet) from others at all times
- Self-monitor for symptoms
 - Check temperature twice a day

- Watch for fever, cough, or shortness of breath
- Avoid contact with [people at higher risk for severe illness](#) (unless they live in the same home and had same exposure)
- Follow [CDC guidance](#) if symptoms develop

If you traveled from any other country:

- Inform your supervisor or designee for a determination of whether you should stay home, or leave work if you are at work
- Practice social distancing
 - Maintain a distance of at least 6 feet from others
 - Stay out of crowded places
- Be alert for symptoms
 - Watch for fever, cough, shortness of breath
 - Take temperature if symptoms develop
- Follow [CDC guidance](#) if symptoms develop

If you are planning on traveling:

- Carefully consider whether travel is necessary
- Inform your supervisor or designee
- Check the [CDC's Traveler's Health Notices](#) for the latest guidance and recommendations for each country to which you will travel.
 - Self-monitor for symptoms before starting travel
 - Check temperature twice a day
 - Watch for fever, cough, or shortness of breath
- If you become sick after starting travel, promptly call a healthcare provider for advice as needed, and inform your supervisor or designee.
 - If outside the United States, a U.S. consular office can help locate healthcare services. However, U.S. embassies, consulates, and military facilities do not have the legal authority, capability, and resources to evacuate or give medicines, vaccines, or medical care to private U.S. citizens overseas.

Inability to be at Work

We provide paid sick time and other benefits to compensate eligible employees who are unable to work under certain circumstances. You should refer to applicable personnel policies, labor contracts, and notices related to such benefits.

Mountain Iron may consider allowing certain employees in certain positions to work from home. For more information about such arrangements, please contact your supervisor and refer to applicable personnel policies and notices.

Reduce the Spread of COVID-19

Basic Hygiene

Wash your hands frequently with warm, soapy water for at least 20 seconds, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. All visitors to

the facility will be required to wash their hands prior to or immediately upon entering the facility. Use hand sanitizer with at least 60% alcohol if soap and water are not available.

Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol.

Avoid touching your eyes, nose, and mouth with unwashed hands.

Clean and Disinfect

Regular practices of cleaning and disinfecting have been implemented, including a schedule for routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, vehicles and areas in the work environment, including restrooms, break rooms, lunch rooms, meeting rooms, checkout stations, fitting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting is being conducted of high-touch areas, including phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc.

Appropriate and effective cleaning and disinfecting supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product.

Social Distancing

Social distancing of at least six feet will be implemented and maintained between employees and other employees, patrons, customers, etc.

Employees must avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.

Employees must use telephone and video conferencing instead of face-to-face meetings as much as possible during this outbreak

Employees should void people who are sick with the above-symptoms or known to have traveled internationally or in a community in which COVID-19 is widespread.

Face Coverings

Pursuant to Executive Order 20-81 all employees are required to wear a face covering while at work, including when out of doors when it is not possible to maintain social distancing, unless specifically exempted by the Order. The exemptions contained in the Order are narrow and relevantly include the following:

- Individuals with a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering. This includes, but is not limited to, individuals who have a medical condition that compromises their ability to breathe, and individuals who are unconscious, incapacitated, or otherwise unable to remove a face

covering without assistance. These individuals should consider using alternatives to face coverings, including clear face shields, and staying at home as much as possible.

- Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others, as determined by local, state or federal regulators or workplace safety and health standards and guidelines.
- When testifying, speaking, or performing in an indoor business or public indoor space, in situations or settings such as theaters, news conferences, legal proceedings, governmental meetings subject to the Open Meeting Law (Minnesota Statutes 2019, Chapter 13D), presentations, or lectures, provided that social distancing is always maintained. Face shields should be considered as an alternative in these situations.
- When eating or drinking in an indoor business or indoor public space, provided that at least 6 feet of physical distance is maintained between persons who are not members of the same party.
- When asked to remove a face covering to verify an identity for lawful purposes.
- While communicating with an individual who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with that individual while wearing a face covering difficult, provided that social distancing is maintained to the extent possible between persons who are not members of the same household.
- When an individual is alone, including when alone in an office, a room, a cubicle with walls that are higher than face level when social distancing is maintained, a vehicle, or the cab of heavy equipment or machinery, or an enclosed work area. In such situations, the individual should still carry a face covering to be prepared for person-to-person interactions and to be used when no longer alone.
- When a public safety worker is actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of their public safety responsibilities.

Employees should additionally:

- NOT use a facemask meant for a healthcare worker.
- Continue to keep at least 6 feet away from others.

Face coverings can include a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering.

Further guidance on facemasks is available from the CDC here: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Personal Protective Equipment

Guidance related to any PPE that should be worn by employees to minimize exposure to hazards that cause serious workplace injuries and illnesses will be communicated to specific positions by supervisors.

Workplace Building and Ventilation Protocol

Operation of Mountain Iron buildings in which workplaces are located, include necessary sanitation, assessment and maintenance of building systems, including water, plumbing, electrical, and heating, ventilation and air conditioning (HVAC) systems. The maximum amount of fresh air is being brought into the workplace, air recirculation is being limited, and ventilation systems are being properly used and maintained. Steps are also being taken to minimize air flow blowing across people.

Employee Group-Specific Measures

More specific measures may be taken for specific employee groups based on their work, sites, and risk of exposure to illness. We will be continually monitoring how to handle related workplace issues and will update you accordingly. In addition, Mountain Iron administration and supervisors will communicate to you any impacted operational issues related to your position.

Additional Information

Additional general guidance on COVID-19 is available here:

- CDC Fact Sheet: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/2019-ncov-factsheet.pdf>
- MDH Guidance: <https://www.health.state.mn.us/diseases/coronavirus/index.html>

Communications and Training

This COVID-19 Preparedness Plan was posted on the City's website, and was posted physically in worksites. Additional communications, trainings, postings, and updates will be ongoing. Management and employees are to work through this new program together and will update training as necessary. The Preparedness Plan will be updated as necessary to comply with state and/or CDC guidelines.

Instructions will be communicated to all workers, including employees, temporary workers, staffing and labor-pools, independent contractors, subcontractors, vendors and outside technicians about protections and protocols, including: 1) social distancing protocols and practices; 2) practices for hygiene and respiratory etiquette; 3) requirements regarding the use of face-coverings and/or face-shields by workers will also be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19.

Managers and supervisors are expected to monitor how effective the program has been implemented. All management and workers are to take an active role and collaborate in carrying out the various aspects of this plan, and update the protections, protocols, work-practices and training as necessary. This COVID-19 Preparedness Plan has been certified by Mountain Iron management and the plan was posted throughout the workplace and made readily available to employees August 4, 2020. It will be updated as necessary by the City Administrator.

Nothing in this communication establishes any precedent or practice. The Mountain Iron may change or eliminate these items, or portions thereof, at any time and without notice.

This plan supplements existing employment policies, rules, procedures, and regulations. All current employment policies, rules, procedures, and regulations remain in full effect, except for instances where this plan directly contradicts another current policy, rule, procedure, or regulation in which case this plan supersedes existing policy, rule, procedure, or regulation. Therefore, employees are encouraged to review all other such policies, rules, procedures, and regulations in conjunction with this plan.

Please contact the City Administrator at cwainio@ci.mountain-iron.mn.us or 218-748-7570 with any questions or concerns. Thank you for your cooperation.

Certified by: Craig J. Wainio
City Administrator

Appendix A – Other Resources

General

www.cdc.gov/coronavirus/201-nCoV

www.health.state.mn.us/diseases/coronavirus

www.osha.gov

www.dli.mn.gov

Handwashing

www.cdc.gov/handwashing/when-how-handwashing.html

www.cdc.gov/handwashing

<https://youtu.be/d914EnpU4Fo>

Respiratory Etiquette: Cover Your Cough or Sneeze

www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

www.health.state.mn.us/diseases/coronavirus/prevention.html

www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

Social Distancing

www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

www.health.state.mn.us/diseases/coronavirus/businesses.html

Housekeeping

www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Employees Exhibiting Signs and Symptoms of COVID-19

www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

www.health.state.mn.us/diseases/coronavirus/basics.html

Training

www.health.state.mn.us/diseases/coronavirus/about.pdf

www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

www.osha.gov/Publications/OSHA3990.pdf



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Mountain Iron, MN 55768-0261
tel: 218-735-8914 fax: 218-735-8923
email: info@bm-eng.com

July 29, 2020

Via email

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

Re: 2019 Downtown Sanitary Sewer Improvements
City of Mountain Iron
Project No. MI19-05

Dear Mr. Wainio;

Enclosed, please find Pay Request No. 2-Final for the 2019 Downtown Sanitary Sewer Improvements project in the amount of **\$19,103.32**. Please refer to the enclosed pay request breakdown for a summary of items completed.

Also enclosed is the is Change Order 2. Change Order 2 sets the contract amount equal to the amount of work completed. **Change Order 2 increases** the Contract amount by **\$3,217.70**. Please consider Change Order Number 2 first.

This letter is also record of the substantial and final completed of this project.

Also enclosed please find the summary of items completed to date for your information.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,
Benchmark Engineering, Inc.

A handwritten signature in black ink that reads "Alan I. Johnson". The signature is written in a cursive, flowing style.

Alan Johnson, P.E.
Project Engineer

Enclosures

CC:
Pat Hillman, Insituform

CHANGE ORDER

Order No. 2

Date: 7/29/20

NAME OF PROJECT/PROJECT NO: 2019 Downtown Sanitary Sewer Improvements

OWNER: City of Mountain Iron

CONTRACTOR: Insituform Technologies USA, Inc.
17988 Edison Avenue, Chesterfield, MO 63005

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

This Change Order is compensate the Contractor for actual work completed and set the contract value equal to that amount.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is increased by **\$3,217.70**.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 114,055.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ 123,055.60

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 3,217.70

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 126,273.30

Recommended by:



Engineer (Authorized Signature)

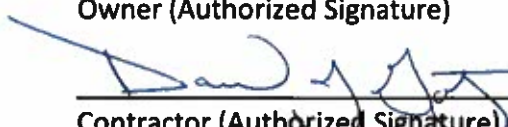
7-29-20
Date:

Approved by:

Owner (Authorized Signature)

Date:

Accepted by:



Contractor (Authorized Signature)

7-29-2020
Date:

RECOMMENDATION OF PAYMENTNo. 2-Final

Owner's Project No.: _____

Engineer's Project No.: MI19-05Project: 2019 Downtown Sanitary Sewer ImprovementsCONTRACTOR: Insituform Technologies USA, Inc., PO Box 674060, Dallas, Texas 75267-4060For Period Ending: July 29, 2020To: City of Mountain Iron

Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The application meets the requirements of the Contract Documents for the payment or work completed as of the date of this Application.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

BENCHMARK ENGINEERING, INC.
By _____Dated July 29, 2020**STATEMENT OF WORK**

Original Contract Price	\$ <u>114,055.60</u>	Work & Materials to Date	\$ <u>126,273.30</u>
Net Change Orders	\$ <u>12,217.70</u>	Amount Retained (0%)	\$ <u>0.00</u>
Current Contract Price	\$ <u>126,273.30</u>	Subtotal	\$ <u>126,273.30</u>
		Previous Payments	\$ <u>107,169.98</u>
		Amount Due this Payment	\$ <u>19,103.32</u>



BENCHMARK
ENGINEERING, INC.

7/29/2020

Pay Request 2

2019 DOWNTOWN SANITARY SEWER IMPROVEMENTS
MOUNTAIN IRON, MINNESOTA
MI19-05

SPEC. NO.	ITEM	UNITS	EST. QUANTS	UNIT COST	Completed to Date	TOTAL AMOUNT
N/A	CLEAN SEWER PIPE	LIN. FT.	2120.0	\$ 1.00	2349.0	\$ 2,349.00
N/A	TELEWISE SEWER PIPE	LIN. FT.	2120.0	\$ 1.00	2349.0	\$ 2,349.00
2021.501	MOBILIZATION	LUMP SUM	1.0	\$ 10,234.30	1.0	\$ 10,234.30
2104.509	REMOVE PROTRUDING TAPS	EACH	20.0	\$ 518.00	20.0	\$ 10,360.00
2503.603	LINING SEWER PIPE (CIPP) 8"	LIN. FT.	1,120.0	\$ 27.60	1351.0	\$ 37,287.60
2503.603	LINING SEWER PIPE (CIPP) 12"	LIN. FT.	700.0	\$ 38.70	599.0	\$ 23,181.30
2503.603	LINING SEWER PIPE (CIPP) 15"	LIN. FT.	400.0	\$ 42.20	400.0	\$ 16,880.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$ 1,169.30	1.0	\$ 1,169.30
ADD ALTERNATE NO. 1						
N/A	CLEAN 8" SEWER PIPE	LIN. FT.	3,000.0	\$ 0.90	3855.0	\$ 3,469.50
N/A	TELEWISE 8" SEWER PIPE	LIN. FT.	3,000.0	\$ 0.90	4197.0	\$ 3,777.30
N/A	REMOVE PROTRUDING TAPS	EACH	15.0	\$ 518.00	12.0	\$ 6,216.00
	Change Order 1	Lump Sum	1.0	\$ 9,000.00	1.0	\$ 9,000.00

TOTAL COMPLETED TO DATE: \$ 126,273.30
RETAINAGE (0%): \$ -
PREVIOUS PAYMENTS: \$ 107,169.98
Total Due: \$ 19,103.32

BENCHMARK ENGINEERING, INC.



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8878 Main Street - PO Box 261
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email: info@bm-eng.com

July 28, 2020

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

Re: Pay Request #1 for 2020 Mountain Iron Drive Reconstruction Project
City of Mountain Iron
Project No. MI18-08

Dear Mr. Wainio,

Attached, please find Pay Request No. 1 for the 2020 Mountain Iron Drive Reconstruction project in the amount of **\$235,535.40** for approval at your next scheduled council meeting. This amount includes withholding 5% retainage on work completed to date. Also, please see Change Order #1, which **increases** the contract amount by **\$1,462.00** due to the addition of concrete in some of the drainage structures. Please refer to the attached pay request breakdown for a summary of items completed.

Please approve Change Order #1 and then Pay Request #1. Sign three copies of the change order and return two copies to our office (keep one for the city). If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,
Benchmark Engineering, Inc.

Jeremy Schwarze
Project Engineer

CC:
Tom Kvas, KGM Contractors

RECOMMENDATION OF PAYMENTNo. 1

Owner's Project No.: _____

Engineer's Project No.: MI18-08Project: 2020 Mountain Iron Drive ReconstructionCONTRACTOR: KGM Contractors, 9211 Hwy 53, Angora Township, MN 55703For Period Ending: 7/24/20

To: City of Mountain Iron
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The application meets the requirements of the Contract Documents for the payment or work completed as of the date of this Application.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

BENCHMARK ENGINEERING, INC.Dated: July 28, 2020By Jeremy Schwarze**STATEMENT OF WORK**

Original Contract Price	\$ <u>543,090.85</u>	Work & Materials to Date	\$ <u>247,932.00</u>
Net Change Orders	\$ <u>1,462.00</u>	Amount Retained (5%)	\$ <u>12,396.60</u>
Current Contract Price	\$ <u>544,552.85</u>	Subtotal	\$ <u>235,535.40</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>235,535.40</u>

CHANGE ORDER

Order No. 1

Date: 7/28/20

NAME OF PROJECT/PROJECT NO: 2020 Mountain Iron Drive Reconstruction/MI18-08

OWNER: City of Mountain Iron

CONTRACTOR: KGM Contractors
9211 Hwy 53, Angora Township, MN 55703

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

This Change Order is for the addition of concrete in some drainage structures to fill the structure to the proper inlet elevation.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is increased by \$1,462.00.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 543,090.85

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 1,462.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 544,552.85

Recommended by: Jeremy Schwarze 7/28/20
Engineer (Authorized Signature) Date:

Approved by: _____
Owner (Authorized Signature) Date:

Accepted by: _____
Contractor (Authorized Signature) Date:



PAY REQUEST #1
2020 MOUNTAIN IRON DRIVE RECONSTRUCTION
PROJ. NO. M118-08

SPEC. NO.	ITEM	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	COMPLETED THIS PERIOD	COMPLETED TO DATE	TOTAL AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1	\$ 31,000.00	0.5		\$ 15,500.00
2104.502	REMOVE CATCH BASIN	EACH	5	\$ 650.00	6.0		\$ 3,900.00
2104.503	REMOVE PIPE SEWERS	LIN. FT.	270	\$ 10.00	285.0		\$ 2,850.00
2104.503	REMOVE CURB AND GUTTER	LIN. FT.	2488	\$ 2.15	2,522.0		\$ 5,422.30
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	1278	\$ 3.00	50.0		\$ 150.00
2104.504	REMOVE CONCRETE WALK	SQ. YD.	148	\$ 13.00	155.0		\$ 2,015.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	5640	\$ 1.20	5,076.0		\$ 6,091.20
2104.504	REMOVE CONCRETE PAVEMENT	SQ. YD.	329	\$ 15.00	329.0		\$ 4,935.00
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	6880	\$ 2.75	5,300.0		\$ 14,575.00
2105.507	ROCK EXCAVATION	CU. YD.	20	\$ 100.00	10.0		\$ 1,000.00
2105.507	COMMON EXCAVATION	CU. YD.	6100	\$ 9.95	2,000.0		\$ 19,900.00
2105.507	SELECT GRANULAR BORROW (CV)	CU. YD.	4150	\$ 11.40	2,900.0		\$ 33,060.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU. YD.	1670	\$ 22.00	650.0		\$ 14,300.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	730	\$ 58.00	-		\$ -
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	700	\$ 57.00	-		\$ -
2451.507	GRANULAR BACKFILL (CV)	CU. YD.	170	\$ 25.00	170.0		\$ 4,250.00
2501.502	18" RC PIPE APRON	EACH	1	\$ 875.00	1.0		\$ 875.00
2502.503	4" PERF PE PIPE DRAIN	LIN. FT.	2050	\$ 5.55	2,140.0		\$ 11,877.00
2503.503	6" PVC PIPE SEWER	LIN. FT.	10	\$ 65.00	-		\$ -
2503.503	12" RC PIPE SEWER DESIGN 3006	LIN. FT.	60	\$ 59.00	50.0		\$ 2,950.00
2503.503	18" RC PIPE SEWER DESIGN 3006	LIN. FT.	460	\$ 71.00	447.0		\$ 31,737.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4	\$ 1,000.00	3.0		\$ 3,000.00
2504.604	4" POLYSTYRENE INSULATION	SQ. YD.	230	\$ 31.00	234.0		\$ 7,254.00
2506.502	CASTING ASSEMBLY	EACH	14	\$ 985.00	-		\$ -
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN. FT.	13.4	\$ 515.00	13.4		\$ 6,901.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN. FT.	43.2	\$ 535.00	48.0		\$ 25,680.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN. FT.	22.5	\$ 915.00	22.5		\$ 20,587.50
2521.518	4" CONCRETE WALK	SQ. FT.	4588	\$ 5.05	-		\$ -
2531.503	CONCRETE CURB AND GUTTER DESIGN (MOD) 8618	LIN. FT.	2575	\$ 18.00	-		\$ -
2531.604	6" CONCRETE VALLEY GUTTER	SQ. YD.	163	\$ 75.00	-		\$ -
2531.618	TRUNCATED DOMES	SQ. FT.	8	\$ 70.00	-		\$ -
2564.602	RELOCATE SIGN	EACH	1	\$ 150.00	-		\$ -
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 7,000.00	0.5		\$ 3,500.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$ 1,100.00	0.5		\$ 550.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	20	\$ 190.00	19.0		\$ 3,610.00
2574.507	COMMON TOPSOIL BORROW	CU. YD.	80	\$ 30.00	-		\$ -
2575.501	TURF ESTABLISHMENT	LUMP SUM	1	\$ 2,800.00	-		\$ -
2575.504	SODDING TYPE LAWN	SQ. YD.	70	\$ 15.00	-		\$ -
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN. FT.	1133	\$ 5.25	-		\$ -
CHANGE ORDER #1							\$ 1,462.00

CONTRACT AMOUNT \$ 543,090.85

COMPLETED TO DATE \$ 247,932.00
LESS RETAINAGE (5%) \$ 12,396.60
SUBTOTAL \$ 235,535.40
LESS PREVIOUS PAYMENTS \$ -

BENCHMARK ENGINEERING, INC.

TOTAL PAY REQUEST #1 \$ 235,535.40



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July 29, 2020

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

Re: 2020 Water Tower Improvements
City of Mountain Iron
Project No. MI19-08

Dear Mr. Wainio,

Enclosed please find Change Order No. 1, 2, and 3 for consideration at the next city council meeting. If approved please sign and return all 3 Change Orders.

Change Order No. 1 is to replace the door at the base of the tower. Please see this Change Order for more detail. This Change Order will **increase** the contract amount by **\$4,800.00**.

Change Order No. 2 is to change the lettering type of the font on the tower. Any type of font can be chosen, this will cost \$1500 per line or \$3000 for 2 lines similar to what currently is on the tower. This change order would cover the ordering of the material for the pattern for the change in the font. To leave the font as is, there is no change in the cost of this project. Please see this Change Order for more detail. This Change Order will **increase** the contract amount by **\$3,000.00**.

Change Order No. 3 is to replace a leaky condensate line in the base of the tower. Please see this Change Order for more detail. This Change Order will **increase** the contract amount by **\$500.00**.

If you have any questions or need additional information please do not hesitate to contact me.

Re: 2020 Water Tower Improvements
City of Mountain Iron
Project No. MI19-08

Sincerely,
Benchmark Engineering, Inc.

A handwritten signature in black ink that reads "Alan I. Johnson". The signature is written in a cursive style with a large, stylized "A" and "J".

Alan Johnson, PE
President

Enclosure

CHANGE ORDER

Order No. 1

Date: 7-29-20

NAME OF PROJECT/PROJECT NO: 2020 Water Tower Improvements

OWNER: City of Mountain Iron

CONTRACTOR: Viking Painting LLC
PO Box 24162, Omaha, NE

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

Install/replace the existing pedestrian door with a 36-inch x 80-inch commercial hollow steel door, 1 3/4-inch thick minimum 16 gauge and polystyrene insulation. Frame shall be formed steel, 4 3/4-inch wide minimum 14 gauge. Provide the new door and frame with rigid framing, prime painted, dead bolt lock, closure and Schlage lock keyed per Owner requirements. Door to be AMWELD 15LE and Series 400 frame, or approved equal, with three (3) Stanley hinges F179 x NRP x USP and one (1) Pemko Automatic Door BTM 412CPKL x 36 and shall open outward. Provide weather-stripping for a weather tight fit, threshold and door sweep. Door and frame shall be painted to conform to the exterior paint system. Entire door frame shall be caulked following installation and painting.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is increased by **\$4,800.00**.

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ <u>811,900.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ <u>811,900.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>increased</u> by:	\$ <u>4,800.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>816,700.00</u>

Recommended by:



Engineer (Authorized Signature)

7-29-20

Date:

Approved by:

Owner (Authorized Signature)

Date:

Accepted by:

Contractor (Authorized Signature)

Date:

CHANGE ORDER

Order No. 2

Date: 7-29-20

NAME OF PROJECT/PROJECT NO: 2020 Water Tower Improvements

OWNER: City of Mountain Iron

CONTRACTOR: Viking Painting LLC
PO Box 24162, Omaha, NE

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

Install any style lettering on the tank. This change order would compensate the contractor for material needed to change the type of font on the lettering. On the side of the tank, cost is \$1,500 per line.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is increased by **\$3,000.00.**

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 811,900.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ 816,700.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 3,000.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 819,700.00

Recommended by:



Engineer (Authorized Signature)

7-29-20

Date:

Approved by:

Owner (Authorized Signature)

Date:

Accepted by:

Contractor (Authorized Signature)

Date:

CHANGE ORDER

Order No. 3

Date: 7-29-20

NAME OF PROJECT/PROJECT NO: 2020 Water Tower Improvements

OWNER: City of Mountain Iron

CONTRACTOR: Viking Painting LLC
PO Box 24162, Omaha, NE

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

This change order is to replace the condensate drain in the lower area of the tank. The current condensate pipe has leaky connections and current connection points are leaky..

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is increased by **\$500.00**.


Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 811,900.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ 819,700.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 500.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 820,200.00

Recommended by: 
Engineer (Authorized Signature)

7-29-20
Date:

Approved by: _____
Owner (Authorized Signature)

Date:

Accepted by: _____
Contractor (Authorized Signature)

Date:

COUNCIL LETTER 080320-VIIA

EDA

RESOLUTION 14-20

DATE: July 30, 2020
FROM: Economic Development Authority
Craig J. Wainio
City Administrator

The EDA has been working with Pan-O-Gold for the development of a small warehouse and distribution center. Tax abatement assistance from the City was requested in order to purchase and make the investment in the property. After calculating the current property tax along with the estimated future property tax, an investment by the City of \$500 a year for ten years would be an appropriate commitment. In order proceed with the abatement, the City Council held a public hearing as required. Upon completion of the public hearing the EDA recommends that the City Council move ahead with the tax abatement and therefore adopt Resolution Number 14-20.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 14-20

APPROVING PROPERTY TAX ABATEMENT AND APPROVING AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

BE IT RESOLVED by the City Council of the City of Mountain Iron, St. Louis County, Minnesota as follows:

Section 1. Definitions. For purposes of this resolution capitalized terms have the meanings assigned below, unless the context requires otherwise:

"Abatement" means the City's payment to the Developer of the City's share of ad valorem property taxes levied against the Abatement Property and paid by the Developer for property taxes payable in calendar years 2021 through 2030, in a total amount not to exceed \$5,000, as further described in the Agreement.

"Abatement Property" means the real property substantially as described in **Exhibit A** to this Resolution.

"Agreement" means the Tax Abatement and Vacant Land Purchase Agreement to be entered into by and between the City, the EDA and the Developer.

"Authorized Officers" means the Mayor and City Administrator of the City.

"City" means the City of Mountain Iron, Minnesota.

"City Code" means the City's Code of Ordinances.

"Council" means the City Council as the governing body of the City.

"Developer" means Lakeland Investors, Inc., a Minnesota corporation, an affiliate of Pan-O-Gold Baking Co., a Minnesota corporation currently based in St. Cloud, Minnesota.

"Development Counsel" means the law firm of Fryberger, Buchanan, Smith & Frederick, P.A.

"Development Property" means the Abatement Property.

"EDA" means the Mt. Iron Economic Development Authority, St. Louis County, Minnesota.

“Project” means the construction of an approximately 2,400 square foot distribution warehouse for bread and bakery products and related site improvements to be located on the Abatement Property.

“Tax Abatement Act” means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended.

“Tax Abatement Program” means the use by the City of its powers under the Tax Abatement Act to encourage economic and other development within the City.

Section 2. Recitals. The Council makes the following recitals of fact:

A. The City Council has received a request from the Developer to provide financial assistance for the purposes of the Developer’s acquisition of the Development Property from the EDA on which the Developer proposes to construct and equip the Project.

B. The terms and conditions of the financial assistance proposed to be provided to the Developer are included in the Agreement, including the agreement of the City to abate ad valorem taxes on the Development Property for a period of 10 years. The proceeds of the abatement will be paid by the City to the Developer to offset the purchase price of the Development Property.

C. A copy of the Agreement has been made available to the City Council.

D. The City Council held a public hearing on the proposed Abatement on August 3, 2020, after no less than 10 days nor more than 30 days published notice in the *Hometown Focus*. The views of all interested persons were heard at the public hearing.

Section 3. Findings. This Council finds and determines that:

A. the benefits to the City from the Abatement as proposed will be at least equal to the costs to the City of the Agreement;

B. the Abatement is in the public interest because it will increase the tax base, help retain and expand commercial and industrial enterprise in the City, and provide employment opportunities in the City;

C. the Abatement Property is not located in a tax increment financing district; and

D. the development of the Project in the City and the Abatement are vital and are in the best interests of the City and the health, safety, morals and welfare of its residents: (i) to help provide access to services for residents of the City; (ii) promote and carry out the objectives for which development in the City has been undertaken; and (iii) in accordance with the public purpose and provisions of the applicable state and local laws, including requirements of the City Code, under which the Project will be undertaken and is being assisted.

Section 4. Approvals.

4.01. The Agreement is approved in substantially the form on file with the City

Administrator and is incorporated by reference and made a part hereof.

4.02. The Abatement is approved, subject to the terms and conditions of the Agreement and this Resolution, including but not limited to the following:

(a) The Abatement shall be for a period of 10 years commencing with real estate taxes payable in 2021 and continuing through 2030.

(b) The aggregate total Abatement paid by the City shall not exceed \$5,000.

(c) The Abatement shall at all times be subject to the requirements of the Tax Abatement Act and will be paid or credited to the Developer as provided in the Agreement.

(d) In order to be entitled to the benefits of Abatement, the Developer must not be in default under the Agreement, which requires the Developer to meet all its payment obligations to the City respecting taxes, assessments, utility charges or other governmental impositions.

(e) The City will add to its levy in each year during the term of the Abatement the total estimated amount of current year portion of the Abatement.

(f) In no year shall the Abatement, together with all other abatements approved by the City under the Tax Abatement Act and paid in that year, exceed the greater of (i) ten percent of the City's net tax capacity for the taxes payable year to which the Abatement applies or (ii) \$200,000; provided that the foregoing limit does not apply to uncollected abatement from a prior year that is added to the abatement levy.

Section 5. Execution of Documents.

A. The Authorized Officers are authorized and directed to execute and deliver the Agreement on behalf of the City, with changes, insertions and omissions approved by the Executive Director in consultation with Development Counsel.

B. The Authorized Officers and other officers and members of the City Council (individually or with one or more other officers and members of the City Council) are authorized and directed to (i) execute and deliver all other documents which may be required under the terms of the Agreement or by Development Counsel; (ii) take any other action required or deemed appropriate on the advice of Development Counsel for the performance of the City's duties necessary to carry out the purposes of the Agreement; and (iii) furnish certified copies of this Resolution, all proceedings and records of the City relating to the Agreement and the Abatement, and any other affidavits and certificates required, in the opinion of Development Counsel, to show the facts relating to the City respecting the Agreement and the Abatement, as the facts appear from the books and records in the City's custody and control or as otherwise known to them.

C. The execution by the Authorized Officers of the Agreement is conclusive evidence of their approval in accordance with the terms of this Resolution.

D. If any of the Authorized Officers or any other officer, employee or agent of the City authorized to execute certificates, instruments or other written documents on behalf of the City:

a. ceases to be an officer, employee or agent of the City after he or she has executed any certificate, instrument or other written document, the validity or enforceability of the certificate, instrument or other written document signed by them is not affected; and

b. is unavailable to execute certificates, instruments or other written documents, the certificates, instruments or other written documents may be executed by a deputy or assistant to the unavailable officer, or any other officer of the City who is, in the opinion of Development Counsel, authorized to sign the certificates, instruments or other written documents, with full force and effect.

Section 6. Ratification. The actions of the Executive Director and Development Counsel with respect to preparation of and publishing the notice of public hearing on the sale of the Development Property are ratified and approved.

Adopted by the City Council of the City of Mountain Iron, Minnesota, this 3rd day of August, 2020.

Mayor

ATTEST:

City Administrator

M:\DOCS\17065\000007\ROL\18\040502.DOC

EXHIBIT A

Part of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence North 88 degrees 11 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Southeast Quarter 399.88 feet; thence South 00 degrees 00 minutes 00 seconds East 179.20 feet to the southerly right of way of County Road 102 as presently constructed and existing; thence North 88 degrees 21 minutes 55 seconds West, along said southerly right of way, 265.00 feet to the intersection with the easterly right of way of Silicon Way, as presently constructed and existing; thence South 00 degrees 00 minutes 00 seconds East, along said easterly right of way 240.00 feet; thence South 88 degrees 21 minutes 55 seconds East, parallel with said southerly right of way of County Road 102, a distance of 265.00 feet; thence North 00 degrees 00 minutes 00 seconds East, parallel with said easterly right of way of Silicon Way 240.00 feet, to the point of beginning.

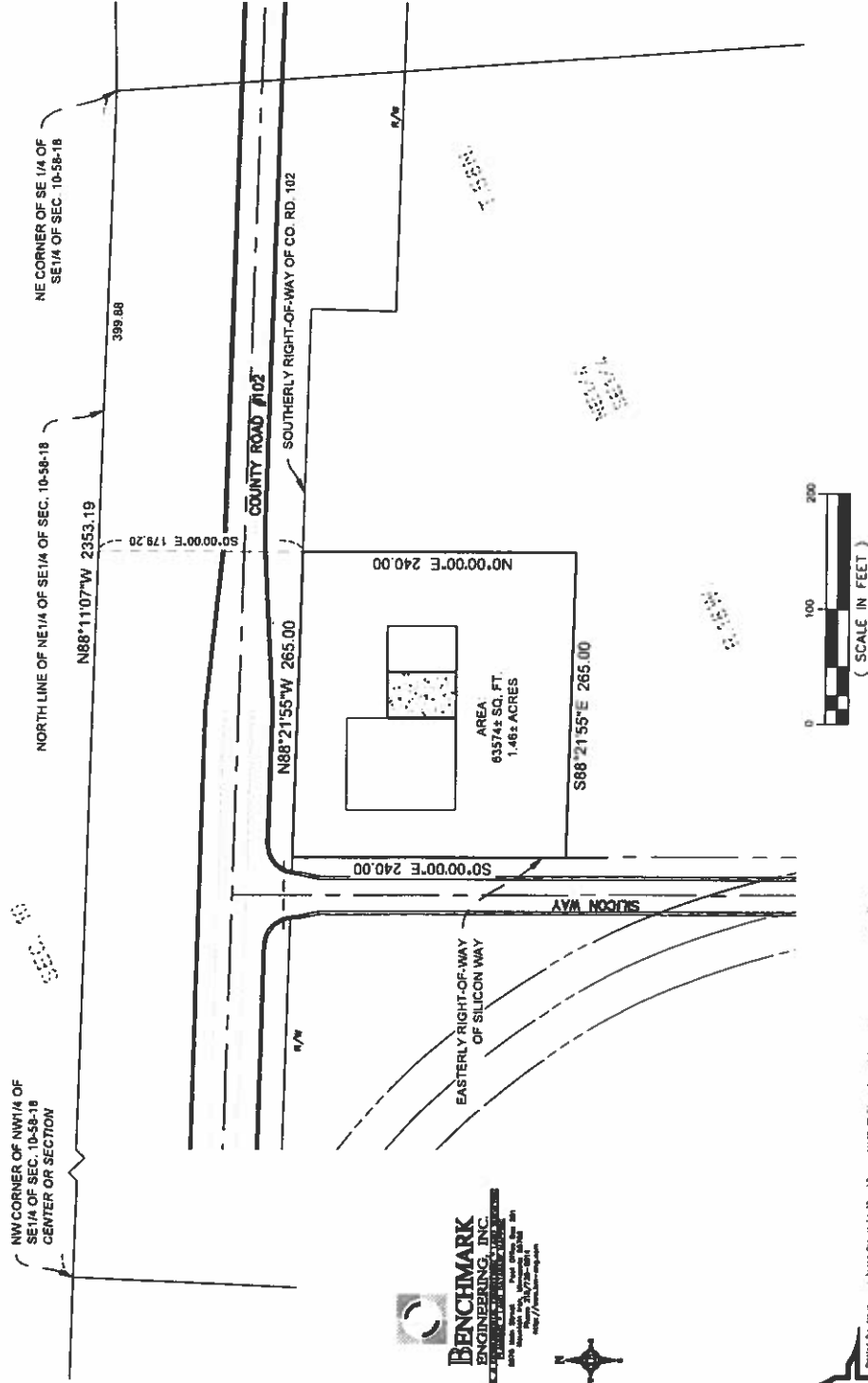
Subject to easement, restrictions, or reservations of record, if any.

SKETCH OF SURVEY

FOR

CITY OF MT. IRON

PART OF THE NE1/4-SE1/4, SECTION 10, IN TOWNSHIP 58 NORTH, RANGE 18 WEST OF THE 4TH P.M. ST. LOUIS COUNTY, MINNESOTA.



PROPOSED DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence North 88 degrees 11 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Southeast Quarter 399.88 feet; thence South 00 degrees 00 minutes 00 seconds East 179.20 feet to the southerly right of way of County Road 102 as presently constructed and existing; thence North 88 degrees 21 minutes 55 seconds West, along said southerly right of way of Silicon Way, as presently constructed and existing; thence South 00 degrees 00 minutes 00 seconds East, along said easterly right of way 240.00 feet; thence South 88 degrees 21 minutes 55 seconds East, parallel with said southerly right of way of County Road 102, a distance of 265.00 feet; thence North 00 degrees 00 minutes 00 seconds East, parallel with said easterly right of way of Silicon Way 240.00 feet, to the point of beginning.

Subject to easement, restrictions, or reservations of record, if any.

July 24, 2020 draft

TAX ABATEMENT AND VACANT LAND PURCHASE AGREEMENT

BY AND BETWEEN

CITY OF MOUNTAIN IRON, MINNESOTA,

MOUNTAIN IRON ECONOMIC DEVELOPMENT AUTHORITY

AND

LAKELAND INVESTORS, INC.

This document was drafted by:
Mary Frances Skala
Fryberger, Buchanan, Smith & Frederick, P.A.
302 W. Superior Street, Suite 700
Duluth, MN 55802

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS; CONSTRUCTION	3
Section 1.1 Definitions.....	3
Section 1.2 Rules of Interpretation	5
ARTICLE II REPRESENTATIONS AND WARRANTIES	6
Section 2.1 Representations and Warranties of the City.....	6
Section 2.2 Representations and Warranties of the EDA	6
Section 2.3 Representations and Warranties of the Developer	7
ARTICLE III SALE AND CONVEYANCE OF DEVELOPMENT PROPERTY	8
Section 3.1 Sale of the Development Property	8
Section 3.2 Projected Date of Closing	8
Section 3.3 Final Platting	8
Section 3.4 Condition of the Development Property	8
Section 3.5 Allocation of Taxes and Assessments; Payment of Other Costs.	10
Section 3.6 Possession	11
Section 3.7 Title Warranties.....	11
ARTICLE IV CONSTRUCTION AND OWNERSHIP OF THE PROJECT	11
Section 4.1 Construction of Project	11
Section 4.2 Prohibitions Against Transfer of Development Property and Assignment of Agreement.....	11
ARTICLE V TAX ABATEMENT	12
Section 5.1 Certificate of Completion.....	12
Section 5.2 Real Property Taxes	13
Section 5.3 Tax Abatement.....	13
Section 5.4. Limitations.....	13
ARTICLE VI EVENTS OF DEFAULT; REMEDIES	14
Section 6.1 Events of Default Defined.....	14
Section 6.2 Remedies on Default	15
Section 6.3 No Remedy Exclusive.....	15

Section 6.4	No Implied Waiver.....	16
Section 6.5	Agreement to Pay Attorneys' Fees and Expenses	16
Section 6.6	Release and Indemnification Covenants	16
ARTICLE VII ADDITIONAL PROVISIONS		17
Section 7.1.	Other Legal Requirements.....	17
Section 7.2.	No Merger	17
Section 7.3.	Severability.....	17
Section 7.4	Counterparts	17
Section 7.5	Duration; Provisions Surviving Rescission or Expiration	17
Section 7.6	Time is of the Essence	18
Section 7.7	Minnesota Law.....	18
Section 7.8	Entire Agreement	18
Section 7.9	Notices and Demands.....	18

This TAX ABATEMENT AND VACANT LAND PURCHASE AGREEMENT, made as of _____, 2020, by and between the CITY OF MOUNTAIN IRON, MINNESOTA, the MOUNTAIN IRON ECONOMIC DEVELOPMENT AUTHORITY and LAKELAND INVESTORS, INC.

RECITALS OF FACT:

The City, the EDA and the Developer make the following recitals of fact which constitute a part of this Agreement:

- A. Capitalized terms have the meanings assigned in Section 1.1 below.
- B. The City has established a Tax Abatement Program under the Tax Abatement Act which authorizes the City to grant, under certain conditions, an abatement of ad valorem property taxes levied by the City.
- C. The EDA has established a program to sell and convey property owned by it within the City if it determines that the sale and conveyance are in the best interests of the City and its people, and the transaction furthers its general plan of economic development.
- D. The Developer wishes to develop the Project in the City and has requested that the City provide financial assistance in the form of the Tax Abatement.
- E. Following publication of notice and holding a public hearing the City Council adopted the Tax Abatement Resolution, approving the Tax Abatement and this Agreement subject to the terms and conditions contained in the Tax Abatement Resolution and this Agreement.
- F. Following publication of notice and holding a public hearing the Board of Commissioners of the EDA adopted the Land Sale Resolution, approving the sale of the Development Property to the Developer and this Agreement subject to the terms and conditions contained in the Land Sale Resolution and this Agreement.
- G. The Developer, the EDA, and the City desire to enter into this Agreement to set out the undertakings and obligations of each party from this point forward with respect to the Development Property and the Project.

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

ARTICLE I DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings assigned below unless a different meaning clearly appears from the context:

“Agreement” means this Tax Abatement and Vacant Land Purchase Agreement, as from time to time modified, amended or supplemented.

“Base Tax Capacity” means, with respect to the Development Property, for taxes payable in 2020, \$115.00.

“Certificate of Completion” means the Certificate of Completion, in substantially the form attached hereto as **Exhibit B**.

“City” means the City of Mountain Iron, Minnesota, a municipal corporation and political subdivision.

“City Code” means the City’s Code of Ordinances.

“Closing” means the date of actual delivery by the EDA of the Quit Claim Deed to the Developer.

“Completion Date” means July 1, 2021, or an extension thereto under Section 4.1.

“Developer” means Lakeland Investors, Inc., a Minnesota corporation, an affiliate of Pan-O-Gold Baking Co., a Minnesota corporation currently based in St. Cloud, Minnesota and its successors and assigns.

“Development Property” means the real property described on **Exhibit A**, attached hereto.

“EDA” means the Mountain Iron Economic Development Authority, a public body, corporate and politic and political subdivision of the State.

“EDA Act” means Minnesota Statutes, Sections 469.090 through 469.1082, as amended.

“Event of Default” means any of the events described in Section 6.1.

“Land Sale Resolution” means the resolution of the Board of Commissioners adopted on August 4, 2020, entitled *“Resolution Approving the Transfer of Land to Lakeland Investors, Inc. and Execution of Related Documents”*.

“Project” means the construction of an approximately 2,400 square foot distribution warehouse for bread and bakery products and related site improvements to be located on the Development Property, pursuant to City specifications as provided in the Project Plans (as the same may be modified with City approval from time to time) and this Agreement.

“Project Plans” means all submissions required by the City Ordinances, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project and the Development Property, approved by the City and Developer, as necessary and applicable irrespective of whether the Developer’s and/or the City’s final approval of any such documents occurs before or after the execution and delivery of this Agreement.

“Quit Claim Deed” means the quit claim deed executed by the EDA conveying the Development Property to the Developer which includes the conditions of Minnesota Statutes, Sections 469.090 to 469.108 relating to the use of the Development Property as a covenant running with the Development Property.

“State” means the State of Minnesota.

“Tax Abatement” means the abatement (as contemplated by the Tax Abatement Act) of the City’s share of ad valorem property taxes levied against the Development Property payable in calendar years 2021 through 2030, in a total amount not to exceed \$5,000, as further described in Section 5.3.

“Tax Abatement Act” means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended.

“Tax Abatement Program” means the use by the City of its powers under the Tax Abatement Act to encourage economic and other development within the City.

“Tax Abatement Resolution” means the resolution adopted by the City Council on August 3, 2020 entitled *“Resolution Approving Property Tax Abatement and Approving and Authorizing Execution of Related Documents”*.

“Termination Date” means the date on which the purchase price of the Development Property is paid in full.

“Title Commitment” means a commitment from the Title Company to issue the Title Policy.

“Title Company” means a title insurance company selected by the Developer and not objected to by the EDA.

“Title Policy” means a title insurance policy issued to the Developer by the Title Company covering the Development Property.

Section 1.2 Rules of Interpretation.

(a) *Governing Law.* This Agreement shall be interpreted in accordance with and governed by the laws of the State.

(b) *Includes Entire Agreement.* The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) *Original Sections.* References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(d) *Headings.* Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(e) *Conflict Between Agreements.* In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(f) *Entire Agreement.* This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(g) *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and political subdivision organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City Council has adopted the Tax Abatement Resolution at a regular meeting at which a quorum was present and acting throughout.

(3) The City affirms the findings and approvals in the Tax Abatement Resolution.

(4) The execution and delivery of this Agreement has been authorized and approved by the City Council.

Section 2.2 Representations and Warranties of the EDA. The EDA makes the following representations and warranties:

(1) The EDA is a public body, corporate and politic and political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Board of Commissioners of the EDA has adopted the Land Sale Resolution at a regular meeting at which a quorum was present and acting throughout.

(3) The EDA affirms the findings and approvals in the Tax Abatement Resolution.

(4) The execution and delivery of this Agreement has been authorized and approved by the Board of Commissioners of the EDA.

Section 2.3 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a corporation duly organized, in good standing, and validly existing under the laws of the State and is registered and in good standing with the Office of the Secretary of State of the State, with full authority to transact business in this State, has the power to enter into the Agreement and to perform its obligations hereunder, and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) The Developer will construct the Project or cause the Project to be constructed on the Development Property in accordance with the terms of this Agreement, the Project Plans, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations and the City Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed and occupied. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project and the Development Property will, as of the date the Project is occupied, subject to the issuance of approvals as herein contemplated, contain only uses permitted under the City Code.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer from the City and the EDA provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City and the EDA with respect to any litigation commenced with respect to the Development Property and the Project, but only to the extent that the City and the EDA are not adverse parties to the Developer in the litigation.

(8) The Developer will cooperate fully with the City and EDA in resolution of any traffic, drainage, utility, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) Developer is an affiliate of Pan-O-Gold Banking Company, a Minnesota corporation.

(10) Developer expects that the purchase price of the Development Property and the costs of site preparation and constructing the Project will exceed 70 percent of the assessor's estimated market value for property taxes payable in 2022.

(11) The Developer expects to spend a minimum of \$369,000¹ on construction of the Project and improvements to the Development Property by December 31, 2021.

ARTICLE III SALE AND CONVEYANCE OF DEVELOPMENT PROPERTY

Section 3.1 Sale of the Development Property. The EDA agrees to convey the Development Property by Quit Claim Deed for an aggregate purchase price of \$10,000. The Developer agrees to pay the purchase price as follows:

(a) \$5,000 shall be paid to the EDA by certified funds or cash on the date of execution of this Agreement and delivery of the Quit Claim Deed to the Developer, whichever occurs first.

(b) The \$5,000 balance shall be paid by the Developer to the EDA in semiannual installments of \$250.00; provided that Developer may receive a credit against payment of such amount as described in Section 5.3.

Section 3.2 Projected Date of Closing. The actual date of Closing is estimated at this time. The Closing may be affected by a number of factors, including title correction, and delays in the completion of the process of platting, if required. Neither the EDA nor the City is responsible for the loss of Developer's financing, changes in interest rates, lost or additional origination fees or points, or other similar costs of financing due to such delays. The City, EDA and the Developer shall agree on the place of Closing.

Section 3.3 Final Platting. The Development Property may not now be finally platted. _____ agrees to promptly and diligently work to complete final platting.

Section 3.4 Condition of the Development Property.

(a) The Development Property is being sold to the Developer as is and neither the EDA nor the City undertakes or agrees to make any improvements to or on the Development Property at its or their sole expense including but not limited to site preparation, grading, access

¹ Estimate provided by Bill Wright on 07/22/20. Number given was \$369,805.

improvements, or construction or installation of sidewalks, water, sanitary sewer, electric, gas, and fiber optic cable.

(b) DEVELOPER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EDA HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHICH WILL SURVIVE THE CLOSING WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE DEVELOPMENT PROPERTY. INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; OR (II) ANY OTHER MATTER WITH RESPECT TO THE DEVELOPMENT PROPERTY.

(c) DEVELOPER ACKNOWLEDGES, REPRESENTS, WARRANTS AND AGREES (i) THAT DEVELOPER IS PURCHASING THE DEVELOPMENT PROPERTY IN ITS EXISTING PHYSICAL CONDITION "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, (ii) EDA HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY CONDITION OR DEFECT OR TO COMPENSATE DEVELOPER FOR SAME, (iii) EDA HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY DEVELOPER OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE PROPERTY AND OF ALL RISKS OF ADVERSE CONDITIONS, (iv) DEVELOPER IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE MADE BY EDA OR EDA'S REPRESENTATIVES, AGENTS OR EMPLOYEES, AND DEVELOPER AGREES THAT ANY REPRESENTATIONS, REPORTS, SURVEYS OR STATEMENTS PROVIDED BY EDA, OR EDA'S REPRESENTATIVES, AGENTS OR EMPLOYEES RELATING TO THE PROPERTY WERE PROVIDED AS AN ACCOMMODATION TO DEVELOPER AND NOT FOR DEVELOPER'S RELIANCE.

(d) DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER WAS GIVEN SUFFICIENT OPPORTUNITY TO INSPECT THE DEVELOPMENT PROPERTY PRIOR TO ENTERING INTO THIS AGREEMENT.

(e) ANY FACTUAL INFORMATION, SUCH AS DEVELOPMENT PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO DEVELOPER OR SET FORTH HEREIN ARE OR MAY BE APPROXIMATE, AND DEVELOPER REPRESENTS TO EDA THAT DEVELOPER HAS INSPECTED AND VERIFIED THE FACTS AND INFORMATION TO DEVELOPER'S SATISFACTION PRIOR TO THE EXECUTION OF THIS AGREEMENT. NO LIABILITY FOR ANY INACCURACIES, ERRORS OR OMISSIONS IS ASSUMED BY EDA.

(f) TO THE FULLEST EXTENT ALLOWED BY STATE AND FEDERAL LAW, DEVELOPER AND EDA AGREE AS FOLLOWS: DEVELOPER EXPRESSLY WAIVES THE REQUIREMENT OF ANY DISCLOSURE NOT EXPRESSLY CONTAINED IN THIS PURCHASE AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURE

REQUIRED PURSUANT TO MINN. STAT. §513.52-513.60), AND DEVELOPER AGREES TO TAKE THE PROPERTY "AS IS" NOTWITHSTANDING ANY MATTER SET FORTH IN ANY DISCLOSURE STATEMENT REQUIRED BY STATE LAW.

Section 3.5 Allocation of Taxes and Assessments; Payment of Other Costs.

(a) Real estate taxes due and payable for the year of Closing will be prorated to the Closing. EDA will pay for those days up to and including the Closing. Developer will pay for the remainder of the year. If, by the Closing, the Development Property has not been billed separately from the balance of the property being platted, then the proration will be based upon an amount equal to a percentage derived by dividing the square foot area of the Development Property by the square foot area entire parcel of which the Development Property is a part (PID 175-0070-01290).

(b) Developer must pay, at Closing: (i) all installments of special assessments for improvement projects from any governmental assessing authority certified for payment with real estate taxes due and payable in the year of Closing; (ii) all other special assessments for improvement projects from any governmental assessing authority levied as of the date of this Agreement; and (iii) all special assessments for improvement projects from any governmental assessing authority pending as of the date of this Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. EDA represents that as of the date of this Agreement, EDA has not received a notice of hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Development Property. Except as provided herein, any future special assessment for future improvement projects from any governmental assessing authority assessed against the Development Property will be Developer's responsibility.

(c) In addition to any other charges allocated to EDA and Developer in this Agreement, Developer agrees to pay the following costs:

- (i) all costs of the Title Commitment;
- (ii) all premiums required for the issuance of the Title Policy;
- (iii) any closing fees charged by Title Company;
- (iv) the cost of any survey for the Development Property, including any survey necessary to provide survey coverage under the Title Policy;
- (v) the deed tax;
- (vi) the cost of recording all documents necessary to place record title in the Developer in the condition warranted by EDA in this Agreement;
- (vi) the cost of recording the deed from EDA and all other documents; and

(vii) the reasonable, administrative and out-of-pocket costs, expenses and disbursements of the City and the EDA incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(d) The Developer shall pay in full all bills submitted to it by the City or EDA within thirty (30) days after receipt. If the bills are not paid on time, the City or EDA may without further notice to Developer exercise any one or more of the remedies provided to the City and EDA hereunder.

Section 3.6 Possession. EDA must deliver possession of the Development Property to the Developer at Closing.

Section 3.7 Title Warranties. Upon performance by Developer, EDA will execute and deliver a Quit Claim Deed to the Developer, conveying the EDA's interest in the Development Property. The EDA makes no warranties as to the title of the Development Property. Within 30 days after adoption of the Land Sale Resolution, the Developer will review the condition of title to the Development Property and provide the EDA with written objections to the marketability of EDA's title to the Development Property. Developer will be deemed to have waived any objections to the marketability of EDA's title to the Development Property not made within the applicable 30 day period. Liens or encumbrances for liquidated amounts will be deemed Objections automatically and without the need for Developer to object. The EDA and the City agree to cooperate with the Developer in curing any written objections to the marketability of the EDA's title to the Development Property at the sole cost of the Developer. Closing will be delayed to the extent necessary to cure any objections to the EDA's title to the Development Property.

ARTICLE IV CONSTRUCTION AND OWNERSHIP OF THE PROJECT

Section 4.1 Construction of Project.

(a) The Developer will construct the Project on the Development Property or cause the Project to be constructed on the Development Property in accordance with the Project Plans and City Code. The Developer will at all times prior to the termination of this Agreement operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition. Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

(b) The Developer shall complete the Project by the Completion Date, which may be extended to a date agreed to by the City and Developer in writing.

Section 4.2 Prohibitions Against Transfer of Development Property and Assignment of Agreement.

(a) The Developer agrees that, except only for purposes of obtaining financing necessary to enable the Developer to perform its obligations to complete the Project as required by Agreement, prior to the Termination Date:

(i) the Developer will not make or create or allow to be made or created any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City and the EDA, which approvals, so long as the Developer is not in default of this Agreement, shall not be unreasonably withheld; and

(ii) in the event the Developer, seeks to be released from and seeks to assign its rights and obligations under this Agreement, the City and EDA shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (A) any proposed transferee shall have the qualifications and financial responsibility, as determined by the City and EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; (B) any proposed transferee, by instrument in writing satisfactory to the City and the EDA and in form recordable among the land records, shall for itself and its successors and assigns, and expressly for the benefit of the City and the EDA, have expressly assumed all the obligations of the Developer under this Agreement; and (C) there shall be submitted to the City and EDA for review all instruments and other legal documents involved in effectuating transfers described herein; and if approved by the City and EDA their approvals shall be in writing.

(b) In the absence of specific written approval by the City and the EDA required under this Section, the Developer shall not be relieved from any of its obligations under this Agreement or released from any obligations hereunder.

ARTICLE V TAX ABATEMENT

Section 5.1 Certificate of Completion.

(a) Promptly after completion of the Project, in accordance with the provisions of this Agreement, and upon written request made by the Developer, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in **Exhibit B** attached hereto. Compliance by the Developer with all the terms of this Agreement shall be a condition precedent to the issuance of the Certificate of Completion. The Certificate of Completion for the Project shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement solely with respect to the obligations of the Developer to construct the Project. The Certificate of Completion may be filed with the St. Louis County Recorder. The Developer shall pay any filing costs.

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

Section 5.2 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes and special assessments payable with respect to the Development Property. The Developer agrees that for tax assessments so long as this Agreement remains in effect, the Developer shall notify the City of any administrative or judicial review affecting the Development Property. In such event, the City will continue to make payments to the Developer in accordance with Section 5.3 of this Agreement until such time that the administrative or judicial review affecting the Development Property is finally determined. The Developer shall not, prior to the Termination Date, apply to any taxing jurisdiction for a deferral or abatement of property tax on the Development Property.

Section 5.3 Tax Abatement.

(1) The Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions of this Agreement and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration of not to exceed ten years and shall apply to the City's portion of the ad valorem property taxes derived from the tax capacity of the Development Property (including the Project) in excess of the Base Tax Capacity and paid by the Developer, beginning with taxes payable in 2021 and continuing through taxes payable in 2030, in an annual amount equal to the lesser of (i) 100 percent of the of the City's portion of the ad valorem property taxes derived from the tax capacity of the Development Property (including the Project) in excess of the Base Tax Capacity and paid by the Developer or (ii) \$500.00.

(3) On or before January 1 and July 1 each year commencing July 1, 2021 and including January 1, 2031, the City shall pay over to the Developer the City's portion of ad valorem property taxes on the Development Property paid by Developer in the previous six month period. Each semiannual payment shall not exceed \$250.00. Notwithstanding the foregoing requirement, the Developer authorizes the City to pay such amounts directly to the EDA in satisfaction of Developer's payment obligation under Section 3.1(b). On receipt of the payment from the City, the EDA shall credit the payment against Developer's payment obligations under Section 3.1(b).

(4) In order to be entitled to the payments provided for in this Agreement from the Tax Abatement, the Developer shall not be in default of any of the requirements of this Agreement. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Tax Abatement if the City, at the time or times such obligation is required to be met, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

Section 5.4. Limitations. The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Tax Abatement that will be generated by the Development Property or that Tax Abatement will be sufficient to pay all or any of the amounts due to the Developer under this Section. The Developer further acknowledges that the Tax Abatement is insufficient to pay the amounts due under Section 3.1(b), that the Developer is obligated to make such payments. Any estimates of Tax Abatement prepared by the City, its financial advisors, or its other officers, agents or employees in connection with the

Tax Abatement or this Agreement are for the benefit of the City and are not intended as representation on which the Developer may rely.

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Development Property, the Project or any portion thereof owned by the Developer.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under the Agreement.

(4) Admission in writing by or on behalf of the Developer of its inability to pay its debts generally as they become due, or the filing by the Developer or the involuntary naming of the Developer as a debtor in a petition in bankruptcy, or an assignment by the Developer for the benefit of creditors, or consent by the Developer to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

(5) The adjudication of the Developer, on a petition in bankruptcy filed against it, as bankrupt, or the entry by a court of competent jurisdiction of an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approving a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order, decree or approval shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) Default by the Developer under any mortgage shown in the real estate records relating to the Development Property or otherwise.

(7) Failure of the Developer to repair or rebuild the Project in the event of damage or destruction of the Project in whole or in part.

(8) Failure by the Developer to operate the Project for a continuous period of 90 days or more.

Section 6.2 Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City or the EDA, in addition to any other remedies or rights given the City or the EDA under this Agreement, after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default, may take any one or more of the following actions:

(a) The City and the EDA may suspend their performance under this Agreement, including the payment of any Tax Abatement, until they receive assurances from the Developer, deemed adequate by the City and the EDA, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may withhold any certificate or permit required hereunder.

(c) The City and the EDA may cancel and rescind this Agreement. Upon the notice of rescission, all rights and interest in the Development Property shall revert back to the EDA and the Developer shall quitclaim the Development Property to the EDA.

(d) The City or EDA or both of them may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

(e) The EDA may declare that all unpaid amounts under Section 3.1(b) be immediately paid by the Developer in full.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 6.3 No Remedy Exclusive.

(a) No remedy herein conferred upon or reserved to the City or EDA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

(b) Any exercise by the City or EDA of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; provided that should any mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Development Property, the mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer

Section 6.4 No Implied Waiver. In the event any obligation contained in this Agreement should be breached by either party hereto and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City or EDA or both of them shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefore, pay to the City or EDA, as applicable, the reasonable fees of such attorneys and such other expenses so incurred.

Section 6.6 Release and Indemnification Covenants.

(a) The Developer expressly releases from and covenants and agrees to indemnify and hold the City and the EDA and their officers, agents, servants, employees and all members of the City Council, planning commission and other board or commission harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or an account of the Project, the Development Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or gross misconduct of the individual or entity so indemnified.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the EDA and their officers, agents, servants and employees and all members of the City Council and EDA Board of Commissioners, planning commission and other board or commission, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and the EDA and their officers, agents, employees and all members of the City Council and EDA Board of Commissioners, planning commission and other board or commission shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City and EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or EDA, as applicable and not of any officer, agent, servant, employee or any members of the City Council, EDA Board of Commissioners, planning commission and other board or commission of the City or EDA in the individual capacity thereof.

(5) The Developer is not an agent of the City or the EDA and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the City relating to the Project.

ARTICLE VII ADDITIONAL PROVISIONS

Section 7.1. Other Legal Requirements.

(a) *Non-Discrimination.* Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

(b) *Data Practices.* The parties acknowledge that this Agreement is subject to the requirements of the State's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

Section 7.2. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Development Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 7.3. Severability. If any term, condition or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder hereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it is held invalid or unenforceable will not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof will, in all other respects, continue to be effective and be complied with to the full extent permitted by law.

Section 7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5 Duration; Provisions Surviving Rescission or Expiration.

(a) This Agreement shall remain in effect through the Termination Date², unless earlier terminated or rescinded in accordance with its terms.

(b) Sections 6.5 and 6.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

² "Termination Date" is the date when all the Tax Abatement payments have been made to or for the benefit of the Developer.

Section 7.6 Time is of the Essence. Time is of the essence for all provisions of this Agreement.

Section 7.7 Minnesota Law. This Agreement will be governed by the laws of the State. Any action arising out of or relating to this Agreement shall be conducted in the State Courts of the State and shall be venued in Duluth, Minnesota.

Section 7.8 Entire Agreement. This Agreement sets forth the entire agreement between the Developer, the City and EDA with respect to the subject matter hereof and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever that are not herein referred to or expressly incorporated by reference. All amendments, supplements or riders hereto, if any, shall be in writing and executed by all parties. There are no collateral understandings, representations or agreements other than those expressly contained herein.

Section 7.9 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

Lakeland Investors, Inc.
Attn: _____³
444 E. St. Germain Street
P.O. Box 848
St. Cloud, MN 56304

- (b) in the case of the City is addressed to or delivered personally to:

City of Mountain Iron
Attn: City Administrator
8586 Enterprise Drive South
Mountain Iron, MN 55768

- (c) in the case of the EDA is addressed to or delivered personally to:

Mountain Iron Economic Development Authority
Attn: Executive Director
8586 Enterprise Drive South
Mountain Iron, MN 55768

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

³ Unable to read the comment here

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, the EDA has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF MOUNTAIN IRON, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

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

The foregoing instrument was acknowledged before me on _____, 2020, by Gary Skalko and Craig Wainio, the Mayor and City Administrator, respectively, of the City of Mountain Iron, a municipal corporation and political subdivision organized under the laws of the State of Minnesota, on behalf of said City.

Notary Public

MOUNTAIN IRON ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

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

The foregoing instrument was acknowledged before me on _____,
2020, by _____ and Craig Wainio, the President and Executive Director,
respectively, of the Mountain Iron Economic Development Authority, a public body, corporate
and politic and political subdivision of the State of Minnesota, on behalf of said Authority.

Notary Public

LAKELAND INVESTORS, INC.

By _____
Its _____

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

The foregoing instrument was acknowledged before me on _____,
2020, by _____, the _____ of Lakehead Investors, Inc., a Minnesota
corporation, on behalf of said corporation.

Notary Public

Exhibit A

Legal Description of Development Property

Part of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence North 88 degrees 11 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Southeast Quarter 399.88 feet; thence South 00 degrees 00 minutes 00 seconds East 179.20 feet to the southerly right of way of County Road 102 as presently constructed and existing; thence North 88 degrees 21 minutes 55 seconds West, along said southerly right of way, 265.00 feet to the intersection with the easterly right of way of Silicon Way, as presently constructed and existing; thence South 00 degrees 00 minutes 00 seconds East, along said easterly right of way 240.00 feet; thence South 88 degrees 21 minutes 55 seconds East, parallel with said southerly right of way of County Road 102, a distance of 265.00 feet; thence North 00 degrees 00 minutes 00 seconds East, parallel with said easterly right of way of Silicon Way 240.00 feet, to the point of beginning.

Subject to easement, restrictions, or reservations of record, if any.

EXHIBIT B
FORM OF CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF MOUNTAIN IRON, MINNESOTA, a municipal corporation and political subdivision (the "City"), and the MT. IRON ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision of the State of Minnesota have entered into a Tax Abatement and Vacant Land Purchase Agreement dated as of _____, 2020 (the "Agreement"), with Lakeland Investors, Inc., a Minnesota corporation (the "Developer"), recorded in the office of the County Recorder or the Registrar of Titles in and for the County of St. Louis and the State of Minnesota, as Document No. _____, regarding the land described on Attachment A attached hereto in the County of St. Louis and the State of Minnesota (the "Development Property").

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with regard to the completion of the Project, as defined therein; and

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

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

CITY OF MOUNTAIN IRON, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

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

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

Notary Public

MOUNTAIN IRON ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

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

The foregoing instrument was acknowledged before me on _____, _____, by _____ and _____, the President and Executive Director, respectively, of the Mountain Iron Economic Development Authority, a public body, corporate and politic and political subdivision of the State of Minnesota, on behalf of said Authority.

Notary Public

This instrument was drafted by:

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

Duluth, Minnesota 55802

ATTACHMENT A
to
CERTIFICATE OF COMPLETION

(Legal Description)

Part of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence North 88 degrees 11 minutes 07 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Southeast Quarter 399.88 feet; thence South 00 degrees 00 minutes 00 seconds East 179.20 feet to the southerly right of way of County Road 102 as presently constructed and existing; thence North 88 degrees 21 minutes 55 seconds West, along said southerly right of way, 265.00 feet to the intersection with the easterly right of way of Silicon Way, as presently constructed and existing; thence South 00 degrees 00 minutes 00 seconds East, along said easterly right of way 240.00 feet; thence South 88 degrees 21 minutes 55 seconds East, parallel with said southerly right of way of County Road 102, a distance of 265.00 feet; thence North 00 degrees 00 minutes 00 seconds East, parallel with said easterly right of way of Silicon Way 240.00 feet, to the point of beginning.

Subject to easement, restrictions, or reservations of record, if any.



Theresa Sunde
Senior Manager, Government Relations

Via USPS

July 23, 2020

Dear Community Leader:

Mediacom's contract to carry the NFL Network and NFL RedZone channels expires on July 31, 2020. At this time, we do not have permission from the NFL to carry those channels beyond that date. Unless a new agreement is reached, Mediacom will be required to remove both channels from our lineup on August 1, 2020.

Please know the decision to remove channels is never easy. However, the current renewal terms being presented by the NFL would require us to pay for and provide their channel to a significantly higher number of customers than our previous agreement. This means current NFL network customers and customers who are not currently interested in the NFL Network would be forced to pay additional money each month for this channel. We do not believe accepting the current deal terms would be in the best interests of our customers, particularly during a pandemic which is driving higher unemployment. Still, we remain open to working out a new agreement with the NFL on more acceptable terms.

If the situation should change, we will promptly update you.

Thank you,

Theresa Sunde

Mountain Iron Fire Department
Call and Mutual Aid Report
2019

Description	Year To Date	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Calls	44	4	8	6	4	3	11	8	0	0	0	0	0
Mutual Aid Calls	28	3	3	4	2	2	7	5	0	0	0	0	0
Fire Hours	3,725.673	9	13	0	6	5	21	19	0	0	0	0	0
Mt Iron Call Man Hours	1,188.191	3	13	9	18	14	30	6	0	0	0	0	0
Mutual Aid Man Hours	1,657.182	28	40	17	7	6	41	58	0	0	0	0	0
Total Call Man Hours	2,845.373	31	53	26	23	22	71	62	0	0	0	0	0
Mutual Aid Hour %	58.1%	10%	15%	5%	20%	18%	50%	97%					

Mountain Iron Fire Department
Call and Response Report
2019

Description	Year To Date	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Calls	44	4	8	6	4	3	11	8	0	0	0	0	0
False/Cancelled Alarms	19	0	7	1	1	1	7	2	0	0	0	0	0
Working Calls	25	4	1	5	3	2	4	6	0	0	0	0	0
FF/Working Calls	2,175.90	14	5	16	12	11	14	16					
FF/False/Cancel. Alarms	1,521.69	0	17	2	3	3	28	6					
Total Responders	152	19	23	20	15	13	40	22	0	0	0	0	0
FF per Call	3.43	4.75	2.88	3.33	3.75	4.33	3.64	2.75					
FF per Working Call	4.16	4.75	6.00	3.60	4.00	5.00	3.00	2.87					
% Member Response	37%	37%	46%	28%	31%	38%	23%	21%					

Rooster Total = 13



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3 of 111

Call and Response Report 2019

FF = Firefighter

Description	Year To Date	Quarter 1				Quarter 2				Quarter 3			
		Jan	Feb	March	April	May	9-Jun	10-Jun	Aug	1-Sep			
Total Calls	33	4	8	6	4	3	0	8	0	0			
False/Canceled Alarms	0	0	0	0	0	0	0	0	0	0			
Working Calls	33	4	8	6	4	3	0	8	0	0			
FF/Working Calls	0	0	0	0	0	0	0	0	0	0			
FF/False/Canc. Alarms	0	0	0	0	0	0	0	0	0	0			
Total Responders	0	0	0	0	0	0	0	0	0	0			
FF per Call	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
FF per Working Call	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
% Member Response	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			

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3 of 111

Call and Mutual Aid Report 2019

Description	Year To Date	Quarter 1			Quarter 2			Quarter 3		
		Jan	Feb	March	April	May	9-Jun	10-Jun	Aug	1-Sep
Total Calls	33	4	8	6	4	3	0	8	0	0
Mutual Aid Calls	26	3	3	4	2	2	7	5	0	0
Fire Hours	73	9	13	0	6	5	21	19	0	0
Mt Iron Call Man Hours	61	3	13	9	16	14	0	6	0	0
Mutual Aid Man Hours	156	28	40	17	7	8	0	56	0	0
Total Call Man Hours	217	31	53	26	23	22	0	62	0	0
Mutual Aid Hour %	72%	90%	75%	55%	30%	36%		90%		

Mountain Iron Fire Department

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