



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, NOVEMBER 1, 2021

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, NOVEMBER 1, 2021 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the October 18, 2021, Regular Meeting (#1-5)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. 2022 Licensing (#6)
 - 2. Voting Booths (#7)
 - 3. Insurance Waiver (#8-9)
 - C. Director of Public Works' Report
 - 1. Heliene Electrical Installation (#10)
 - 2. Community Center Gutters (#11)
 - D. Library Director/Special Events Coordinator's Report (#12)
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - 1. Pay Request Number 2 – Well Number 3 (#13-17)
 - G. City Attorney's Report
 - H. Fire Department's Report
 - I. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 18-21 Joint Powers Agreement (#18-35)
 - B. Resolution Number 19-21 Reestablishing Polling Places (#36-38)
 - C. Resolution Number 20-21 Declaring a Nuisance (#39-40)
- VIII. Communications (#41-42)
- IX. Announcements
- X. Adjourn

Page Number in Packet
*Enclosed

MINUTES
MOUNTAIN IRON CITY COUNCIL
October 18, 2021

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Julie Buria, Joe Prebeg Jr. and Mayor Peggy Anderson. Also present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Anna Amundson, Library Director/Special Events Coordinator; Amanda Inmon, Municipal Services Secretary; Al Johnson, City Engineer; Bryan Lindsay, City Attorney; and Kevin Friebe, Sheriff's Department. Absent members: Councilor Steve Skogman.

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

1. Approve the minutes of the October 4 2021, Committee of the Whole meeting as submitted.
2. Approve the minutes of the October 4 2021, regular meeting as submitted.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period October 1-15, totaling \$220,486.88 (a list is attached and made a part of these minutes),
5. To authorize the payments of the bills and payroll for the period October 1-15, totaling \$442,840.32 (a list is attached and made a part of these minutes).

The motion carried with Councilor Skogman absent.

Public Forum:

- No one spoke during the forum

The Mayor reported on the following:

- Halloween Holiday on Sunday, October 31st – please remember to be safe and have fun
- “Trucks & Treats” Halloween event happening on Sunday

City Administrator:

- No formal report

Director or Public Works:

- No formal report

It was moved by Prebeg and seconded by Roskoski to approve the estimate from North County Heating, Cooling & Refrigeration Inc. for a new Amana Furnace with installation for the Wastewater Treatment plant in the amount of \$9,600. Councilor Prebeg amended his motion to correct the location from Wastewater to Water Treatment Plant. The motion and amended motion carried on roll call vote (4:0) with Councilor Skogman absent.

Library Director/Special Events Coordinator:

- Sunday, October 31st “Trucks & Treats” Halloween event
 - 4 outside stops – Library, South Grove Rec Complex, Nichols Town Hall & YMCA

Sheriff’s Department:

- No formal report

City Engineer:

- No formal report

It was moved by Prebeg and seconded by Buria to approve Change Order No. 1 – for the Well Project– Well Number 3, with an increase of \$29,965.00, to TNT Construction Group, Grand Rapids, MN, due to the rising cost of materials. The motion carried on roll call vote (4:0) with Councilor Skogman absent.

City Attorney:

- No formal report

It was moved by Prebeg and seconded by Buria to approve the recommendation by the Personnel Committee, and promote Mr. David Mazzeo to the position of Equipment Operator as outlined in the collective bargaining agreement. The motion carried (3:1) with Councilor Roskoski objecting and Councilor Skogman absent.

It was moved by Prebeg and seconded by Buria to approve the recommendation by the Personnel Committee, and authorize the posting and advertising for two Laborer positions, which are currently open. The motion carried (3:1) with Councilor Roskoski objecting and with Councilor Skogman absent.

It was moved by Prebeg and seconded by Buria to approve the Electric Service Territory Agreement as presented between the City of Mountain Iron and Lake Country Power. The motion carried (3:0) with Councilor Roskoski abstaining and Councilor Skogman absent.

Announcements:

- Public Hearing – Monday November 1, 2021 at 6:00pm
 - 5623 Oriole Avenue in violation of Chapter 96 Nuisance of the City of Mountain Iron and pursuant to Section 96.23

At 7:10p.m., it was moved by Buria and seconded by Prebeg that the meeting be adjourned. The motion carried with Councilor Skogman absent.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	600.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	200.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	200.00
FINES	CRIMINAL	101-35-5100-000	323.25
LICENSES	CIGARETTE	101-32-2100-000	100.00
LICENSES	LIQUOR	101-32-2100-000	1,680.00
METER DEPOSITS	ELECTRIC	604-22000	500.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	40.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	101-21709	54,595.38
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	1,642.00
MISCELLANEOUS	FAX CHARGES	101-36-6200-061	.53
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	.53
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	314.14
PERMITS	BUILDING	101-32-2100-000	543.32
UTILITY	UTILITY	001-11105	159,747.73
Grand Totals:			<u>220,486.88</u>

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/21	10/15/2021	156700	130011	UNITED STATES POSTAL SERVICE	604-20200	530.31
10/21	10/20/2021	156701	10056	A T & T MOBILITY	603-20200	1,498.73
10/21	10/20/2021	156702	10070	A-1 RENTAL SERVICES INC	101-20200	359.99
10/21	10/20/2021	156703	10012	ABE ENVIRONMENTAL SYSTEMS, INC	101-20200	1,175.12
10/21	10/20/2021	156704	1504	ADAM MAJESKI	601-20200	72.00
10/21	10/20/2021	156705	10006	ANDERSON AUTO CENTER (DBA)	601-20200	69.41
10/21	10/20/2021	156706	10075	ARAMARK UNIFORM SERVICES	602-20200	135.69
10/21	10/20/2021	156707	1505	ASHLEY MILLET	604-20200	126.55
10/21	10/20/2021	156708	20001	BARK DESIGN, INC.	101-20200	1,505.36
10/21	10/20/2021	156709	20022	BENCHMARK ENGINEERING INC	301-20200	19,032.50
10/21	10/20/2021	156710	1510	BREANNA LISTER	604-20200	292.11
10/21	10/20/2021	156711	30084	CARDMEMBER SERVICE	603-20200	8,356.83
10/21	10/20/2021	156712	170001	CENTURY LINK	101-20200	269.55
10/21	10/20/2021	156713	30016	CHAMPION AUTO	602-20200	189.48
10/21	10/20/2021	156714	220003	CITY OF VIRGINIA	101-20200	28.90
10/21	10/20/2021	156715	30073	COMPENSATION CONSULTANTS, LTD	101-20200	148.00
10/21	10/20/2021	156716	30072	COMPUTER WORLD	101-20200	161.25
10/21	10/20/2021	156717	1901024	CTC	101-20200	538.32
10/21	10/20/2021	156718	40035	DARLEY	101-20200	91.95
10/21	10/20/2021	156719	1507	ELIZABETH KNOLL	604-20200	122.91
10/21	10/20/2021	156720	50041	EMERGENCY AUTOMOTIVE TECH INC	301-20200	3,938.64
10/21	10/20/2021	156721	50047	ESS BROTHERS & SONS INC	101-20200	1,157.00
10/21	10/20/2021	156722	50049	ESSENTIA HEALTH	101-20200	60.00
10/21	10/20/2021	156723	60002	FENA ADVERTISING INC	101-20200	136.00
10/21	10/20/2021	156724	60029	FERGUSON ENTERPRISES INC	101-20200	5,808.76
10/21	10/20/2021	156725	60006	FISHER PRINTING COMPANY	602-20200	985.00
10/21	10/20/2021	156726	50048	FRONTIER ENERGY	604-20200	1,578.78
10/21	10/20/2021	156727	70004	GRANDE ACE HARDWARE	601-20200	109.99
10/21	10/20/2021	156728	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
10/21	10/20/2021	156729	315	IRON RANGE PARTNERSHIP	101-20200	200.00
10/21	10/20/2021	156730	1508	JESSICA PINNER	604-20200	139.17
10/21	10/20/2021	156731	924	JOSHUA BAUMAN	101-20200	200.00
10/21	10/20/2021	156732	120013	L & L RENTALS INC	101-20200	1,004.10
10/21	10/20/2021	156733	120006	L & M SUPPLY	603-20200	1,386.09
10/21	10/20/2021	156734	120002	LAWSON PRODUCTS INC	602-20200	315.85
10/21	10/20/2021	156735	130030	MACQUEEN EQUIPMENT	101-20200	140.25
10/21	10/20/2021	156736	1506	MARISSA MATTILA & DAVID ENGRAV	604-20200	204.62
10/21	10/20/2021	156737	1143	MINNESOTA DEER HUNTERS ASSN	101-20200	200.00
10/21	10/20/2021	156738	140026	MINNESOTA ENERGY RESOURCES	602-20200	721.94
10/21	10/20/2021	156739	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	7,452.00
10/21	10/20/2021	156740	130009	MINNESOTA POWER (ALLETE INC)	604-20200	106,652.00
10/21	10/20/2021	156741	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.17
10/21	10/20/2021	156742	9005	MOUNTAIN IRON LIONS CLUB	101-20200	60.00
10/21	10/20/2021	156743	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	16,300.42
10/21	10/20/2021	156744	30001	NAPA AUTO PARTS	602-20200	31.35
10/21	10/20/2021	156745	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	99,350.00
10/21	10/20/2021	156746	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	240.92
10/21	10/20/2021	156747	160066	PACE ANALYTICAL SERVICES, LLC	602-20200	291.00
10/21	10/20/2021	156748	160071	PURCHASE POWER	602-20200	1,500.00
10/21	10/20/2021	156749	170007	QUILL CORPORATION	101-20200	647.27
10/21	10/20/2021	156750	1509	RICHARD & ROSE SPECHT	604-20200	128.77
10/21	10/20/2021	156751	180005	ROAD MACHINERY & SUPPLIES CO.	603-20200	127.71
10/21	10/20/2021	156752	190010	SEPPI BROTHERS	101-20200	2,100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/21	10/20/2021	156753	925	SHEILA RICHTER	101-20200	200.00
10/21	10/20/2021	156754	190039	ST LOUIS COUNTY RECORDERS OFFICE	101-20200	46.00
10/21	10/20/2021	156755	190061	SULLIVAN CANDY & SUPPLY	101-20200	55.78
10/21	10/20/2021	156756	200003	TACONITE TIRE SERVICE	101-20200	1,479.06
10/21	10/20/2021	156757	200020	THE TRENTI LAW FIRM	101-20200	2,778.25
10/21	10/20/2021	156758	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	64,446.70
10/21	10/20/2021	156759	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	5,178.06
10/21	10/20/2021	156760	240001	XEROX CORPORATION	602-20200	579.86
10/21	10/20/2021	156761	260001	ZIEGLER INC	101-20200	2,562.50
10/21	10/20/2021	156762	10056	A T & T MOBILITY	101-20200	68.60
10/21	10/20/2021	156763	210001	UNITED ELECTRIC COMPANY	604-20200	2,580.83
10/21	10/21/2021	156764	220020	VISA OR PARK STATE BANK CC PMT	101-20200	9,087.82
10/21	10/27/2021	156765	130011	UNITED STATES POSTAL SERVICE	604-20200	353.76
10/21	10/27/2021	156766	130011	UNITED STATES POSTAL SERVICE	604-20200	133.06

Grand Totals:

377,985.64

PP-Ending 10/01

64,854.68

TOTAL EXPENDITURES**\$442,840.32**

CITY OF MOUNTAIN IRON LIQUOR & CIGARETTE LICENSES

Liquor and cigarette license applications for the period January 1, 2022 through December 31, 2022, to be approved and issued to the following individuals and business establishments pursuant to the approval, where necessary, of the Liquor Control Commission and pursuant to the payment of all outstanding license fees and utility charges:

Jeff & Greg Properties, Inc.
DBA: B. G.'s Saloon
5494 Highway 7
Virginia (Mountain Iron), MN 55792

On-Sale Intoxicating Liquor
Sunday On-Sale Intoxicating Liquor
Off-Sale 3.2 Malt Beverage

Silver Creek Liquor Company, Inc.
DBA: Silver Creek Liquor
5489 Highway 7
Virginia (Mountain Iron), MN 55792

Off-Sale Intoxicating Liquor
Cigarette

Commander
American Legion Post #220
5748 Mountain Avenue, PO Box 361
Mountain Iron, MN 55768

Club On-Sale Intoxicating Liquor
Off-Sale Non-Intoxicating Liquor

Mac's Bar, Inc.
DBA: Mac's Bar
8881 Main Street, PO Box 313
Mountain Iron, MN 55768

Off-Sale Intoxicating Liquor
On-Sale Intoxicating Liquor
Sunday On-Sale Intoxicating Liquor

F. P. Troutwine, C & B Warehouse Distr.
Mountain Iron Short Stop
5537 Nichols Avenue
Mountain Iron, MN 55768

Cigarette

Sundberg Enterprises, LLC
DBA: Sawmill Saloon & Restaurant
5478 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Off-Sale Intoxicating Liquor
On-Sale Intoxicating Liquor
Sunday On-Sale Intoxicating Liquor

Adventures, Virginia, Inc.
Greg Hartnett
5475 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Off-Sale Intoxicating Liquor
On-Sale Intoxicating Liquor
Sunday On-Sale Intoxicating Liquor

Walgreen Company
5474 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Cigarette

Mountain Iron Hospitality, LLC
DBA: Comfort Inn & Suites
8570 Rock Ridge Drive
Mountain Iron, MN 55768

On-Sale 3.2 Malt Beverage
Wine

WJ Holdings, Inc.
DBA: AmericInn Lodge & Suites
5480 Mountain Iron Drive
Virginia, MN 55792

On-Sale 3.2 Malt Beverage

WalMart Inc.
DBA: Walmart #4849
8580 Rock Ridge Drive
Mountain Iron, MN 55768

Off-Sale Intoxicating Liquor
Cigarette



Inclusion Solutions
2000 Greenleaf St.
Suite 3 Evanston, IL 60202
www.inclusionsolutions.com
Email contact@inclusionsolutions.com
Tel 847-869-2500
Fax 847-869-2515

Sales Quote

Quote #	SQ-009289
Date	9/22/2021

Billing Address **Mountain Iron MN, City of**
8586 Enterprise Drive South
Mountain Iron, MN
55768

Shipping Address **Mountain Iron MN, City of**
8586 Enterprise Drive South
Mountain Iron, MN
55768

Contact Amanda Inmon
Phone (218) 748-7570
Fax 218-748-7573

Email Address ainmon@ci.mountain-iron.mn.us
Fax# 218-748-7573

Sales Rep
Hollister Bundy

Product	Product Name	Quantity	Unit Price	Sub-Total
4SFRKLN	Franklin® 4-Station Voting Booth	6	\$899.00	\$5,394.00

Sub-Total	\$5,394.00
Shipping	\$249.70
Total	\$5,643.70

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by: _____ (Sign Here)

*By signing this quote, I authorize Inclusion Solutions to ship the product listed herein and acknowledge that I have followed all state, county, or local purchasing requirements

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

Tim Satrang

From: Samantha Adams (MP) <sadams@mnpower.com>
Sent: Thursday, October 21, 2021 4:05 PM
To: Tim Satrang
Cc: Joe Peterson (MP)
Subject: Heliene

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tim,

I ran estimates for 2 versions of Scope @ Heliene.

1st version:

Design/Engineering for MP crew to:

- * replace 3PH primary riser
- * provide & lay 3PH primary cable approx. 200' in open trench
- * provide & pull cable between transformer & transition cabinet
- * our meter tech to wire & our crew to transfer the existing transformer
- * MP would provide the CTs, VTs, meter base also for metering
- * We provided the spec for transformer pad, ground sleeve & conduit for pad

\$21,350.00

This estimate doesn't include the cost for the trench or excavation to get cable in the ground, just for our crew to lay cable in open trench. If there is a cost associated with Max Gray trenching, just want to be clear my estimate and scope doesn't include that. They would have to pass that cost to the owner and invoice them or change order.

2nd version:

- *Design/Engineering for new transformer pad
- *MP to provide CTs, VTs, meter base, conduit & ground sleeve
- *our meter tech to wire CTs, VTs, meter base once hung by the electrical contractor

\$3,000.00.

The City of Mt. Iron & your crew would be responsible for extending the 3PH relocated service(labor & material for new cable & transformer relocation).

Let me know which you'd like to go with and I'll send an official Scope of Work with breakdown of responsibilities. I can edit/update either version of the estimate before we send for your official approval, if needed.

Thanks,

Samantha Adams
Distribution Service Representative
Minnesota Power
Eveleth, Coleraine, International Falls
218-969-0419



RANGE CORNICE & ROOFING COMPANY

ROOFING & ARCHITECTURAL SHEET METAL CONTRACTOR

PHONE: (218) 263-8812

Fax: (218) 263-8185

510 W. 41st Street

Hibbing, MN 55746

TO: City of Mountain Iron
ATTN: Tim Satrang
EMAIL: tsatrang@ci.mountain-iron.mn.us

DATE: October 19, 2021
QUOTE NO: 21-249
SUBJECT: Gutters

BID PROPOSAL

Pricing to install gutters and downspouts on the Northeast, North and South side of the City Hall building.

For the sum of:

FIVE THOUSAND FIVE HUNDRED FIFTY-ONE AND NO/100 (\$5,551.00) DOLLARS

*Pricing includes concrete splash blocks and hinged kickouts.



NATIONAL ROOFING
CONTRACTORS ASSOCIATION
MEMBER

RANGE CORNICE & ROOFING COMPANY

Terrance E. Marty, President
TEM/hjg



EQUAL OPPORTUNITY EMPLOYER

2021 CITY OF MOUNTAIN IRON 2ND ANNUAL HOLIDAY LIGHTING CONTEST



Up to \$300 in prizes awarded in each category

Judging - Fri & Sat December 17th & 18th

Winners Announced – Mon, December 20th @ City Council Meeting

CATEGORIES

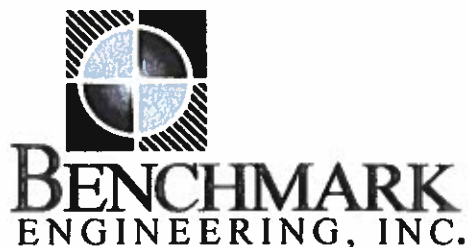
1 Traditional Spirit of Christmas
Santa Claus or religious theme

2 Elegance of Design
Overall use of color and/or lighting

3 WOW Factor
Animation, special effects, a.k.a "Griswold full-throttle"

4 Best in the Business
Mountain Iron commercial locations

City of Mountain Iron residents' businesses: To register your lighting display, email anna.amundson@aislib.info or call (218) - 750 - 4911.



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street • P.O. Box 261
Mt. Iron, MN 55768-0261
tel: 218-735-8914 • fax: 218-735-8923
email: info@bm-eng.com

October 27, 2021

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

Re: Proposed Well #3
City of Mountain Iron
Project No.: MI15-08
Bid Package 3

Dear Mr. Wainio;

Enclosed please find Pay Request No. 2 for the Proposed Well #3 project in the amount of **\$138,657.25**, for approval at your next scheduled City Council meeting. This amount includes withholding 5% retainage on work completed to date. Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,
Benchmark Engineering, Inc.


Alan J. Johnson, P.E.

Project Engineer
Enclosure

Pc: Nick Bougalis, Bougalis Inc.

RECOMMENDATION OF PAYMENTNo. 2

Owner's Project No.: _____

Engineer's Project No.: MI15-08Project: Proposed Well #3CONTRACTOR: Bougalis Inc., 800 Greyhound BLVD, Hibbing, MN 55746For Period Ending: October 27, 2021

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 October 27, 2021By **STATEMENT OF WORK**

Original Contract Price	\$ <u>297,000.00</u>	Work & Materials to Date	\$ <u>150,705.00</u>
Net Change Orders	\$ <u>44,197.00</u>	Amount Retained (5%)	\$ <u>7,297.75</u>
Current Contract Price	\$ <u>341,197.00</u>	Subtotal	\$ <u>138,657.25</u>
		Previous Payments	\$ <u>4,750.00</u>
		Amount Due this Payment	\$ <u>138,657.25</u>

**BOUGALIS** Inc800 GREYHOUND BLVD
HIBBING, MN 55746

Date	Invoice #
10/15/2021	2575

Phone #	2183628415
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Bill To
CITY OF MT IRON 8586 ENTERPRISE DR S MT IRON MN 55768

Vender ID #	Project	P.O. No.	Terms	Due Date
	CITY OF MT IRON WATER...		Net 10	10/25/2021

Item	Quantity	UOM	Description	Rate	Amount
00102	1	LUMP SUM	OCTOBER 2021 PAY REQUEST #2 SEE ATTACHED	145,955.00	145,955.00

THANK YOU FOR YOUR BUSINESS

1.5% PROCESSING FEE WILL BE ASSESSED TO ALL CARD TRANSACTIONS

Subtotal	\$145,955.00
Sales Tax (7.375%)	\$0.00
Total	\$145,955.00
Payments/Credits	\$0.00
Balance Due	\$145,955.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):		PROJECT:	Application #	DISTRIBUTION
CITY OF MT. IRON		WELL WATER LINE	2	
8586 ENTERPRISE DRIVE S			PERIOD TO:	OWNER
MOUNTAIN IRON MN 55768			Architect's	ARCHITECT
			Project #	CONTRACTOR
				MI15-08

FROM (CONTRACTOR):
 BOUGALIS INC
 800 GREYHOUND BLVD
 HIBBING MN 55746

VIA (ARCHITECT):
 BENCHMARK ENGINEERING INC
 8878 MAIN STREET
 MOUNTAIN IRON MN 55768

CONTRACT FOR: _____ CONTRACT DATE: _____

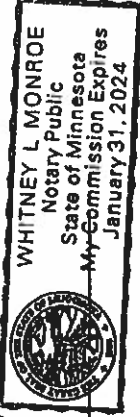
CHANGE ORDER SUMMARY		1. ORIGINAL CONTRACT SUM	297,000.00
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	2. NET CHANGE BY CHANGE ORDERS	44,197.00
APPROVED THIS MONTH	DEDUCTIONS	3. CONTRACT SUM TO DATE	341,197.00
		4. TOTAL COMPLETD AND STORED TO DATE	150,705.00

NO.	DATE APPROVED	5. RETAINAGE:
1	9/7/2021	A: 5% OF COMPLETED WORK 7,297.75
		B: 5% OF STORED MATERIAL 0.00

TOTALS	TOTAL RETAINAGE	7,297.75
NET CHANGE BY CHANGE ORDERS	6. TOTAL EARNED LESS RETAINAGE	143,407.25
	7. LESS PREVIOUS CERTIFICATES	4,750.00
	8. CURRENT PAYMENT DUE	138,657.25
	9. BALANCE, INCLUDING RETAINAGE	197,789.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] State of: MA County of: St. Louis
 By: [Signature] Subscribed & Sworn to before me this 15th day of October, 2021.
 Notary Public: [Signature] My Commission expires: 01/31/24



AMOUNT CERTIFIED:\$

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT or OWNER:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance of payment, and acceptance of payment are not without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2
Application No: 2
Application Date: 10/15/2021
Period to:

Amounts are stated to the nearest Dollar.										Architect's Project No: MI15-08		No:	
A Item No.	B Description of Work	C Scheduled Value	D Work Previous Applications	E Completed This Period	F Materials Presently Stored	G Total Completed & Stored	H %	I Balance to Finish	J Retainage				
1	MOBILIZATION & DEMOBILIZATION	\$ 18,000.00	\$ 4,750.00	\$ 9,000.00		\$ 13,750.00	76%	\$ 4,250.00	\$ 450.00				
2	CLEARING & GRUBBING	\$ 3,000.00		\$ 3,000.00		\$ 3,000.00	100%	\$ -	\$ 150.00				
3	EXCAVATION/FILLING FOR PUMP												
4	HOUSE BUILDING	\$ 3,500.00		\$ -		\$ -	0%	\$ 3,500.00	\$ -				
5	AIR RELIEF MANHOLE	\$ 12,000.00		\$ -		\$ -	0%	\$ 12,000.00	\$ -				
6	CHECK VALVE MANHOLE "	\$ 19,550.00		\$ 9,775.00		\$ 9,775.00	50%	\$ 9,775.00	\$ 488.75				
7	FLOW METER MANHOLE "	\$ 18,400.00		\$ 9,200.00		\$ 9,200.00	50%	\$ 9,200.00	\$ 490.00				
8	CONNECT TO PIT LESS ADAPTER	\$ 2,000.00		\$ -		\$ -	0%	\$ 2,000.00	\$ -				
9	CONNECT TO EXISTING WATER MAIN	\$ 2,800.00		\$ -		\$ -	0%	\$ 2,800.00	\$ -				
10	HYDRANT "	\$ 8,800.00		\$ 3,400.00		\$ 3,400.00	50%	\$ 3,400.00	\$ 170.00				
11	8" GATE VALVE "	\$ 5,600.00		\$ 2,800.00		\$ 2,800.00	50%	\$ 2,800.00	\$ 140.00				
12	8" WATERMAIN HDPE, SDR 11 "	\$ 151,300.00		\$ 90,780.00		\$ 90,780.00	60%	\$ 60,520.00	\$ 4,539.00				
13	3/4" CORPORATION STOP	\$ 400.00		\$ -		\$ -	0%	\$ 400.00	\$ -				
14	3/4" CURB STOP & BOX	\$ 400.00		\$ -		\$ -	0%	\$ 400.00	\$ -				
15	3/4" TYPE K COPPER PIPE	\$ 2,400.00		\$ -		\$ -	0%	\$ 2,400.00	\$ -				
16	TRACER WIRE ACCESS BOX & 6' FIBERGLASS MARKING POST	\$ 1,800.00		\$ -		\$ -	0%	\$ 1,800.00	\$ -				
17	SILT FENCE TYPE PA	\$ 17,250.00		\$ -		\$ -	0%	\$ 17,250.00	\$ -				
18	TURF ESTABLISHMENT	\$ 3,500.00		\$ -		\$ -	0%	\$ 3,500.00	\$ -				
19	8" DIP IRON PIPE, CL 52	\$ 7,500.00		\$ -		\$ -	0%	\$ 7,500.00	\$ -				
20	8" MECHANICAL JOINT ADAPTER	\$ 4,000.00		\$ -		\$ -	0%	\$ 4,000.00	\$ -				
21	DIP FITTINGS	\$ 4,500.00		\$ -		\$ -	0%	\$ 4,500.00	\$ -				
22	6' CHAIN LINK FENCE	\$ 8,800.00		\$ -		\$ -	0%	\$ 8,800.00	\$ -				
23	20' DOUBLE GATE - CHAIN LINK	\$ 3,500.00		\$ -		\$ -	0%	\$ 3,500.00	\$ -				
24	CHANGE ORDER #1: MATERIAL COST INCREASE	\$ 44,197.00		\$ 18,000.00		\$ 18,000.00	41%	\$ 26,197.00	\$ 900.00				
Page Totals		\$ 341,197.00	\$ 4,750.00	\$ 145,955.00	\$ -	\$ 150,705.00		\$ 190,492.00	\$ 7,297.75				

-- MATERIALS ON HAND



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 18-21

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mountain Iron, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department are hereby approved.
2. That the St. Louis County Sheriff's Department. Sgt. Luke Hendrickson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement. Jeremy Belleville is appointed as the Authorized Representative's designee.

3. That the City Attorney. Bryan M. Lindsay, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sharon K. Fredrickson is appointed as the Authorized Representative's designee.

4. That Peggy Anderson, the Mayor for the City of Mountain Iron, and Craig Wainio, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

DULY ADOPTED BY THE CITY COUNCIL THIS 1st DAY OF NOVEMBER, 2021.

Mayor Peggy Anderson

ATTEST:

City Administrator

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

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

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

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

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

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

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

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

i. **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **"Court Confidential Case Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: Peggy Anderson
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Craig Wainio
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Mountain Iron on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

- 2.2 **Methods of Access.**

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

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Bryan Lindsay, Attorney
Address: 225 1st St N, Ste 1000
PO Box 958
Virginia, MN 55792
Telephone: 218.749.1962
Email Address: blindsay@trentilaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. GOVERNMENTAL UNIT

Name: Peggy Anderson
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Craig Wainio
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement**

By: _____

Date: _____



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 19-21

REESTABLISHING POLLING PLACES

WHEREAS, the in 2017, there were legislative changes to M.S. 204B.16, Subd. 1 (Municipal and County-Unorganized Territory Polling Place Designations); the changes require all jurisdictions to designate polling places on an annual basis; and

WHEREAS, all municipalities are required to designate polling places, by ordinance or resolution, for each precinct by December 31st each year for the next calendar year

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Mountain Iron, County of Saint Louis, State of Minnesota hereby reestablishes the polling places as follows:

Precinct 1: Community Center, 8586 Enterprise Drive South

Precinct 2: Community Center, 8586 Enterprise Drive South

DULY ADOPTED BY THE CITY COUNCIL THIS 1st DAY OF NOVEMBER, 2021.

Mayor Peggy Anderson

ATTEST:

City Administrator

Craig Wainio

From: Phil Chapman <ChapmanP@StLouisCountyMN.gov>
Sent: Thursday, October 21, 2021 10:45 AM
To: Phil Chapman
Cc: Lisa Sweet; Jonathan Blevins
Subject: Election Information

Importance: High

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I hope everyone had a nice summer. As we approach year-end, there's a couple of election related items that I wanted to highlight.

1. **Polling Place Designation Resolutions are Due December 31, 2021** - Minnesota Statute 204B.16 requires that the governing body of each municipality designate by resolution a polling place by December 31st of each year (designating polling places for the next calendar year).
 - a. You should pass this resolution by December 31st of this year, even if nothing has changed.
 - b. Once you pass your resolution, please email a copy to elections@stlouiscountymn.gov
 - c. School districts are required to designate a location that is designated by a city/town/county (unorganized territory) for the next calendar year.
 - d. If a new polling place is needed for a February uniform election date or the March town elections, the deadline to designate is sooner than December 31st.
 - e. If your jurisdiction is a **mail ballot precinct**, your polling place would be the St. Louis County Auditor's Office. The following polling locations should be listed in your resolution:

St. Louis County Auditor's Office, St. Louis County Courthouse
100 North 5th Avenue West, Room 214
Duluth, MN 55802

St. Louis County Auditor's Office, Virginia Government Services Building
201 South 3rd Ave West
Virginia, MN 55792

2. **Redistricting** - Reminder: All municipalities and school districts will be required to either redistrict or reestablish existing districts. I sent out an email in August with related training information; hopefully, everyone has had a chance to review the information and start preparing for the process. Because of redistricting – towns, cities, and school districts **cannot** hold a special election on either the April or May uniform special election dates in 2022. This statute does **not** prohibit county, state, or federal special elections during that same time. Here are some key dates relating to the redistricting process:

2/01/22 – Precinct Caucuses using old precincts (M.S. 202A.14, subd. 1)

2/15/22 – Deadline for legislative redistricting (M.S. 204B.14, subd. 1a)

3/08/22 – March township elections

3/29/22 – Deadline for municipal redistricting (M.S. 204B.14 subd. 3, 204B.135 subd. 1)

2) 4/26/22 – Deadline for all other redistricting (county, school, etc.) (M.S. 204B.135, subd.

3. **Elections Grant Information** – We’ve been informed by the MN Secretary of State’s Office that there will be grant funding available to support elections; however, they haven’t sent us specifics of the grant program. Once we receive the specifics, I will forward the information to you.

If you have any questions, please let me know. Thank you.

-Phil

**Phil Chapman
Clerk of County Board /
Elections Supervisor
St. Louis County
100 N 5th Ave West, Room 214
Duluth, MN 55802
(218) 726-2445**



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 20-21

DECLARING THE FOLLOWING REAL PROPERTY AS A PUBLIC NUISANCE: 5623 ORIOLE AVENUE (175-0057-00250)

WHEREAS, the real property identified as Lot 11 of Block 2, Spring Park Addition, with the Parcel Identification Number of 175-0057-00250, located at 5623 Oriole Avenue is characterized by nuisance conditions, including: Section 96.18 Public Nuisances Affecting Peace and Safety, Section 96.19 Nuisance Parking and Storage, Section 96.21 Building Maintenance and Appearance which is a hazard or menace to the public health, safety, and welfare as identified in Chapter 96 of the Mountain Iron City Code; and

WHEREAS, pursuant to the Mountain Iron City Code, the City Council may declare by Resolution all public nuisance violations on public or private property in the City as public nuisances and abate; and

WHEREAS, on November 1, 2021, at a duly noticed Public Hearing, the City Council has considered evidence presented with respect to this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that in accordance with the Mountain Iron City Code Chapter 96 (Nuisances), the City Council declares the real property at 5623 Oriole Avenue a "Public Nuisance" based on the following violations:

1. Attractive nuisances dangerous to children in the form of abandoned and broken equipment, or neglected machinery.
2. Broken or discarded appliances, furniture and household equipment in yard areas for unreasonable periods of time.
3. Boxes and other debris stored in yards and visible from public streets for unreasonable periods.
4. Building exteriors which are maintained in such conditions as to become defective, unsightly, or in such a condition of deterioration or disrepair that the same cause's appreciable depreciation of the property values of surrounding property or is materially detrimental to proximal properties and improvements.
5. Maintenance of premises so out of harmony or conformance with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use or property values of such adjacent property.
6. Unmaintained grass lawns and/or weed that is in a condition to cause unsightliness or become a fire menace when dry or which is otherwise dangerous to the public health and welfare.

7. Overgrown vegetation causing detriment to neighboring properties or property values.
8. Dead trees, weeds, and debris that constitute an unsightly appearance, are dangerous to public safety and welfare, or are detrimental to nearby property or property values.
9. The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property.
10. To abandon, park, store or leave or permit the abandonment, parking, storing or leaving of any licensed or unlicensed vehicle or part thereof which is in abandoned, wrecked or dismantled or inoperative condition upon any private or public property.

BE IT FURTHER RESOLVED that the property owner shall have the right to abate the public nuisance in accordance with the City Council's Resolution declaring a nuisance, at his own expense, provided the same is done within 60 days. Upon compliance with the resolution by the owner, the proceedings hereunder shall be deemed terminated. If such nuisance is not completely abated by the owner, as directed, within the time set forth in the resolution, then the City Council shall cause the same to be abated by City forces or private contract, and entry upon the premises is expressly authorized for such purposes. All costs incurred by the City during the abatement may be assessed upon the property.

DULY ADOPTED BY THE CITY COUNCIL THIS 1st DAY OF NOVEMBER, 2021.

Mayor Peggy Anderson

ATTEST:

City Administrator

300 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2473
TTY: 651-297-4357



Craig Wainio, Administrator
City of Mountain Iron
8586 Enterprise Dr S
Mountain Iron, MN 55768-8260

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. For years that end in zero, the State Demographic Center adopts the Federal Census counts as the official population estimates. Enclosed you will find a sheet containing the April 1, 2020, population and household counts provided by the U.S. Census Bureau for your jurisdiction.

These counts are being sent to you now for review. There is not a state appeal or challenge process for the federal census counts. However, the Census Bureau will be in contact with the highest elected official from every jurisdiction to provide information on the Count Question Resolution (CQR) program, which is provided to address processing or geographic placement/boundary issues that local areas may find.

The enclosed figures represent population and household counts obtained from the 2020 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that the Census counts are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. While we may not be able to change the counts, we would like to be aware of any issues or problems you are finding in the data, as these counts will form the base for our estimates for the next decade.

Please note that these counts:

- pertain to the Census reference date of April 1, 2020, not the present;
- have also been sent to your county auditor for review;
- can only be modified through the CQR process, which must be initiated by a jurisdiction's highest elected official or designee.

If you are satisfied with the counts, it is not necessary to contact us or provide any further information. If you wish to discuss these counts, comments and questions can be directed to Eric Guthrie at local.estimates@state.mn.us, or by phone at (651) 201-2474.

Thank you for taking time to review these data.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Brower', with a long horizontal flourish extending to the right.

Susan Brower
State Demographer

Enclosures

DATE: September 30, 2021
TO: Craig Wainio, Administrator
City of Mountain Iron
FROM: Susan Brower
Minnesota State Demographer
SUBJECT: 2020 Census Population and Household Counts

Here are the April 1, 2020 counts from the U.S. Census Bureau:

Total Population: 2,878
Household Population: 2,851
Group Quarters Population: 27

Total Housing Units: 1,425
Occupied Housing Units (Households): 1,322
Vacant Housing Units: 103

These data are provided as a courtesy by the State Demographic Center. The State Demographic Center cannot make any changes to these numbers. Questions about the accuracy or quality of these numbers should be directed to the Census Bureau.

If you have any questions or comments about using or interpreting these counts, the State Demographic Center is here to help. Please contact the State Demographic Center by mail at 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2474 or send an e-mail to local.estimated@state.mn.us.