



MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, SEPTEMBER 18, 2023

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, SEPTEMBER 18, 2023 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the September 5, 2023, Regular Meeting (#1-8)
 - 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
 - C. Director of Public Work's Report
 - 1. Wire Quotes (#9-11)
 - D. Library Director/Special Events Coordinator's Report (#12)
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. City Attorney's Report
 - H. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 13-23 EDA Levy (#13-14)
 - B. Resolution Number 14-23 Preliminary Levy (#13-17)
 - C. Resolution Number 15-23 Cooperative Agreement (#18-35)
- VIII. Communications (#36-38)
- IX. Announcements
- X. Adjourn

Page Number in Packet
*Enclosed

MINUTES
MOUNTAIN IRON CITY COUNCIL
September 5, 2023

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Al Stanaway, Joe Prebeg Jr., Julie Buria 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 Engineering; SGT Grant Toma, Sheriff's Department; and Curtis Schramm, Mountain Iron Fire Captain.

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

1. Approve the minutes of the August 21, 2023 regular meeting.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period August 16-31, \$463,587.95 (a list is attached and made a part of these minutes),
4. To authorize the payments of the bills and payroll for the period August 16-31, totaling \$448,133.29 (a list is attached and made a part of these minutes).

The motion carried with Councilor Prebeg absent (Yes: Stanaway, Prebeg, Buria, Anderson; No: Roskoski).

It was moved by Roskoski to amend the original motion to remove the Champion Auto/Parts City in the amount of \$436.00 from the consent agenda for separate consideration. The motion failed due to lack of support.

Public Forum:

- Cindy Kujala and John Lucas, residents of Woodland Estates, requested follow-up information regarding the covenant for the Home Owners Association (HOA) for the development in Woodland Estates
- Tracy Oksanen, Parkville resident, concerned about bike trail, currently no signs indicating the new Bike trail, only STOP signs located at the intersections on the trail, will there be signs indicating the new trail; still concerned about the relocation of the mailboxes back to their original locations; concerned about speed limit on road, currently 40MPH, however it is an extremely very busy street, most residential areas are 30MPH; why is there nothing on the west side of the street for those walking on that side, Daycare walks kids along that side, should be sidewalk on west side as well as Park Ridge/County 102

It was moved by Roskoski, that since there is a president in Mountain Iron with Residential mailboxes on the east side of County 7 by the sidewalk, that residential mailboxes that were originally on the east side of County 109/Nichols Avenue be placed back in their original locations on the east side of road shoulder, along the west edge of the paved trail connect. The motion failed due to lack of support.

- City Engineer, Al Johnson spoke regarding the mailbox situation, stating that a request was made to St. Louis County, since it is a County road, and are ultimately responsible for the maintenance. It would not be allowed, as it would be an obstruction in the roadway, liability to the County. Mailboxes would have to be either on the west side of the road or the east side of the trail.

The Mayor reported on the following:

- Thank you to City crew for the recent painting of the curbs and hydrants

September marks National Suicide awareness month and recovery month. Both suicide and substance use disorder affect people regardless of age, gender, race, orientation, income level, religion or background and both remind us that many of us fight our own battles. Deaths by suicide and drug overdoses in our County are on the rise. Perhaps if we shine the light on suicide support and the path of recovery we will bring hope to those in the dark places. This month let us be reminded of the importance of taking care of ourselves; the importance of connecting with one another; and the importance of taking care of each other. As a Community member, and your Mayor, I want you to know, you are never alone. Support is available 24/7 through the Suicide Crisis Life Line at 988 via call, text or chat. Our local Drug Treatment Centers and Detox are here to walk with you in your recovery.

City Administrator:

- Conversation with Representative Lislegard, regarding possible grants for the City through the IRRRB and possible bonding, encouraged to apply for possible electrical upgrades and main replacements; carry ball regarding more funding for South Grove in bonding bill

Director of Public Works:

- Study being conducted using megr-sensors on power system
 - Information used on amperage and load, balance system
- Power outage recently on Mud Lake Road
- Parking lot project at Wolf Field starting soon by City Crew members

Library Director/Special Events Coordinator:

- Upcoming Library Events
 - Story Times - Friday September 15th
 - After School Kids Book club – Wednesday, September 20th
- Friends of the Library Book Sale
 - Thursday, September 28th – Saturday, September 30th
- Halloween Carnival
 - Sunday, October 29th
 - 12:00pm – 3:00pm
 - Messiah Lutheran Church hosting bake sale & concessions

Sheriff's Department:

- No formal report

City Engineer:

- No formal report

It was moved by Buria and seconded by Prebeg to approve Pay Request No. 1 – 2nd Street Reconstruction project for in the amount of \$85,520.90 for Mesabi Bituminous Inc., Gilbert, MN. The motion carried on roll call vote (No: Roskoski; Yes: Stanaway, Prebeg, Buria and Anderson).

Fire Department:

- Emergency responses have stayed relatively the same, roughly 19%
- All five members in the Emergency Response Training class successfully passed

It was moved by Roskoski to accept the Fire Department report as presented. The motion failed due to lack of support.

It was moved by Stanaway and seconded by Buria to approve the recommendation from the Public Health and Safety Board and authorize the purchase of nine (9) AED's and seven (7) medical bags to outfit the new First Responders and to replace equipment scavenged from apparatus, in the amount of \$14,400 for the AED's, a cost of \$1,600 each and approximately \$2,700 for medical bags, a cost of \$375 each. The motion carried on roll call vote.

It was moved by Prebeg and seconded by Buria to approve Resolution #11-23; Approving The US53 at CSAH 102 (Old Highway 169)/9th St North Intersection Improvement Project (a copy is attached and made a part of these minutes). The motion carried on roll call vote (Yes: Stanaway, Prebeg, Buria, Anderson; No: Roskoski).

It was moved by Stanaway and seconded by Prebeg to approve Resolution #12-23; Ordering Improvement and Preparation of Plans for proposed Drainage Improvement Projects (a copy is attached and made a part of these minutes). The motion carried on roll call vote.

It was moved by Buria and seconded by Stanaway to authorize Mountain Iron American Legion Post#220 to sell and serve alcoholic beverages at the Minnesota Deer Hunters Association membership banquet on September 16, 2023, to be held at the Mountain Iron Community Center. The motion carried.

Announcements:

- Congratulations on those that participated and won during the Merritt Day's "Greg Peters Wooden Bat" Softball tournament
- Congratulations to the Merritt Days' Treasure Hunt Winners, Car Show Winners and Raffle Ticket Winners

At 7:34p.m., it was moved by Prebeg and seconded by Buria that the meeting be adjourned. The motion carried (Yes: Stanaway, Prebeg, Buria, Anderson; No: Roskoski).

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	4,300.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	3,825.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	200.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	101-36-6200-091	81.27
CAMPGROUND RECEIPTS	FEES	101-36-6200-091	2,453.60
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP	101-20803	69.90
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	180.74
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	301-11500	150,000.00
METER DEPOSITS	ELECTRIC	604-22000	1,550.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	20.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	120,524.10
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	3,585.00
MISCELLANEOUS	MERRITT DAYS CELEBRATION	101-36-6200-090	1,307.00
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	101-36-6200-090	1,140.00
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	5.06
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	565.72
MISCELLANEOUS	WWTP-MISCELLANEOUS INCOME	602-36-2100-047	20.00
PERMITS	BUILDING	101-32-2100-000	141.24
UTILITY	UTILITY	001-11105	173,619.32
Grand Totals:			463,587.95

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/23	09/07/2023	159558	10056	A T & T MOBILITY	101-20200	1,957.89
09/23	09/07/2023	159559	10070	A-1 RENTAL SERVICES INC	101-20200	2,428.00
09/23	09/07/2023	159560	10046	ALLEN HOMER	101-20200	650.00
09/23	09/07/2023	159561	10010	ARROW AUTO	101-20200	314.80
09/23	09/07/2023	159562	10042	AUTO VALUE VIRGINIA	101-20200	669.08
09/23	09/07/2023	159563	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	121.00
09/23	09/07/2023	159564	20070	BOUND TREE MEDICAL LLC	101-20200	71.46
09/23	09/07/2023	159565	30055	BTAC ACQUISITION CORP.	101-20200	843.88
09/23	09/07/2023	159566	30097	C. EMERY NELSON, INC.	602-20200	775.90
09/23	09/07/2023	159567	30016	CHAMPION AUTO	101-20200	436.11
09/23	09/07/2023	159568	30082	CITY OF EVELETH	101-20200	762.60
09/23	09/07/2023	159569	30026	COMO LUBE & SUPPLIES INC	603-20200	72.50
09/23	09/07/2023	159570	400012	DIAMOND MOWERS LLC	101-20200	325.36
09/23	09/07/2023	159571	40027	DULUTH/SUPERIOR COMMUNICATIONS INC.	101-20200	135.00
09/23	09/07/2023	159572	6004	FRED FAUST	604-20200	458.95
09/23	09/07/2023	159573	60005	FRYBERGER BUCHANAN SMITH &	601-20200	3,100.00
09/23	09/07/2023	159574	180026	GRAND FORKS FIRE EQUIPMENT LLC	101-20200	2,496.03
09/23	09/07/2023	159575	70029	GUARDIAN PEST CONTROL INC	101-20200	91.60
09/23	09/07/2023	159576	80022	HAWKINS INC	601-20200	1,125.13
09/23	09/07/2023	159577	80001	HILLYARD/HUTCHINSON	101-20200	88.28
09/23	09/07/2023	159578	80037	HOMETOWN MEDIA PARTNERS	101-20200	330.43
09/23	09/07/2023	159579	10043	IRON RANGE ENGINEERING & CONSULTING	604-20200	1,902.50
09/23	09/07/2023	159580	90029	IRON RANGE INVESTMENTS, LLC	101-20200	7,500.00
09/23	09/07/2023	159581	120010	LAKELAND INVESTORS, INC	101-20200	10,000.00
09/23	09/07/2023	159582	120002	LAWSON PRODUCTS INC	101-20200	298.89
09/23	09/07/2023	159583	120019	LEAGUE OF MN CITIES	101-20200	3,570.00
09/23	09/07/2023	159584	160037	LINDE GAS & EQUIPMENT INC.	101-20200	168.01
09/23	09/07/2023	159585	130030	MACQUEEN EQUIPMENT	101-20200	13,883.23
09/23	09/07/2023	159586	130041	MESABI BITUMINOUS	301-20200	85,520.90
09/23	09/07/2023	159587	130006	MESABI HUMANE SOCIETY	101-20200	2,041.67
09/23	09/07/2023	159588	130004	MESABI TRIBUNE	101-20200	1,031.75
09/23	09/07/2023	159589	130194	MID-STATE TRUCK SERVICE INC.	101-20200	986.98
09/23	09/07/2023	159590	130082	MINNESOTA MAYORS ASSOCIATION	101-20200	30.00
09/23	09/07/2023	159591	130009	MINNESOTA POWER (ALLETE INC)	101-20200	2,610.66
09/23	09/07/2023	159592	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.17
09/23	09/07/2023	159593	130018	MSA PROFESSIONAL SERVICES, INC.	602-20200	1,754.68
09/23	09/07/2023	159594	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	111,960.17
09/23	09/07/2023	159595	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	153.52
09/23	09/07/2023	159596	140005	NORTHERN FITNESS GROUP	101-20200	422.63
09/23	09/07/2023	159597	160020	PTM DOCUMENT SYSTEMS	101-20200	116.61
09/23	09/07/2023	159598	170007	QUILL CORPORATION	101-20200	101.29
09/23	09/07/2023	159599	180006	RMB ENVIRONMENTAL LABORATORIES	601-20200	274.43
09/23	09/07/2023	159600	180005	ROAD MACHINERY & SUPPLIES CO.	101-20200	157.70
09/23	09/07/2023	159601	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	45,833.33
09/23	09/07/2023	159602	5007	SUN LIFE FINANCIAL	602-20200	901.49
09/23	09/07/2023	159603	30072	VC3	101-20200	7,586.45
09/23	09/07/2023	159604	22003	VIRGINIA PLASTICS	101-20200	1,000.00
09/23	09/07/2023	159605	230003	W.L. HALL CO	101-20200	750.00
09/23	09/07/2023	159606	260001	ZIEGLER INC	101-20200	1,781.29

Grand Totals:

320,056.35

PP-Ending 08/18

TOTAL EXPENDITURES

128,076.94

\$448,133.29



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 11-23

APPROVING THE US 53 AT CSAH 102 (OLD HWY 169)/9TH ST NORTH INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the Minnesota Department of Transportation (MnDOT), in cooperation with St. Louis County, has completed an intersection control evaluation of US 53 at CSAH 102 (Old Hwy 169)/9th St North; and

WHEREAS, the intersection control evaluation report recommends a traditional signalized intersection if the intersection geometry is converted to three legs and a single lane roundabout if the intersection geometry remains as four legs; and

WHEREAS, the US 53 at CSAH 102 (Old Hwy 169)/9th St North intersection improvement project is scheduled for the year 2027; and

WHEREAS, it is understood that future mining expansion by US Steel at the Minntac mine will eventually necessitate closure of CSAH 102 (Old Hwy 169) and Parkville Rd prior to realizing the full-service life of infrastructure investments in either road; and

WHEREAS, permanently closing CSAH 102 (Old Hwy 169) thus creating a three-legged intersection at US 53 and 9th St North would reduce the number of intersection conflict points which is expected to improve intersection safety performance; and

WHEREAS, St. Louis County has negotiated with the CN Railroad to allow the Mesabi Trail to remain in its current route alignment along CSAH 102 (Old Hwy 169) until 2032 which would allow the St. Louis and Lake Counties Regional Railroad Authority to relocate the Mesabi Trail within a timeframe that does not require the Mesabi Trail to be severed for an interim period; and

WHEREAS, St. Louis County is leading a project in 2025 to construct a J-Turn at the intersection of US 169 and CSAH 109 (Nichols Ave)/CSAH 103 (Mud Lake Rd) which is expected to increase the intersection capacity and improve the intersection safety performance and therefore would be expected to serve additional traffic that would be diverted as a result of closing CSAH 102 (Old Hwy 169); and

WHEREAS, new CSAH 102 (Park Ridge Dr), which runs parallel to US 169, provides a secondary access into the Parkville neighborhood; and

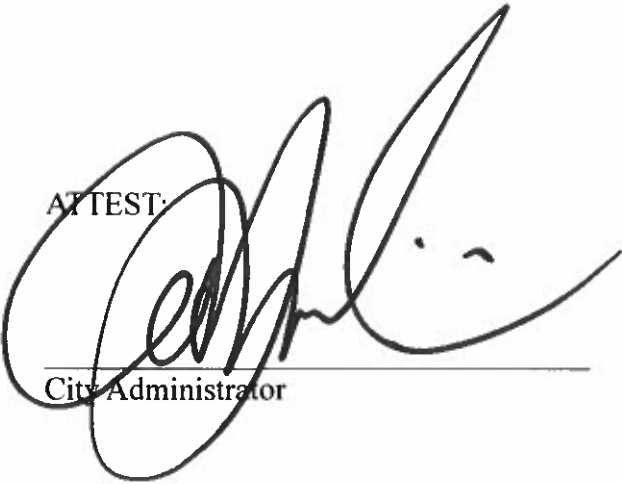
WHEREAS, the intersection control evaluation report recommendations have been presented to the Mountain Iron City Council, copies of which were before the Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the City Council of Mountain Iron approves and supports the recommendation of the intersection control evaluation report for a three-legged signalized intersection at the intersection of US 53 at 9th St North; and

BE IT FURTHER RESOLVED, that the City Council of Mountain Iron approves and supports the permanent closure of CSAH 102 (Old Hwy 169) in the year 2027 as part of the US 53 at 9th St North intersection improvement construction project.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2023.

ATTEST:



City Administrator



Mayor Peggy Anderson



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 12-23

ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, Resolution Number 23-22 was adopted by the City Council on the 5th day of December, 2022, applying for a Community Development Block Grant and Resolution Number 20-22 was adopted by the City Council on the 17th day of October, 2022, applying for an IRRRB Grant for the proposed Drainage Improvement Project's, and

WHEREAS, the City of Mountain Iron was awarded funding under the Community Development Block Grant and the IRRRB program for the drainage improvement projects.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the Community Development Block Grant and the IRRRB Grant application.
2. Such improvement is hereby ordered as outlined in the Community Development Block Grant and IRRRB Grant application.
3. Benchmark Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2023.

ATTEST:

City Administrator

Mayor Peggy Anderson

COUNCIL LETTER 091823-VC1

ELECTRIC

WIRE

DATE: September 14, 2023

FROM: Tim Satrang
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting authorization to order 16,500 feet of wire for the electric department from irby in the amount of \$62,749.50. The wire will be used for the electrical system upgrades.



STUART C IRBY BR673 BURNSVILLE
12501 DUPONT AVE SOUTH
BURNSVILLE MN 55337
763-588-0545

Quotation

QUOTE DATE	ORDER NUMBER
09/08/23	S013719379
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384-1001	1

SOLD TO:
CITY OF MOUNTAIN IRON
8586 ENTERPRISE DR SOUTH
MOUNTAIN IRON, MN 55768-0000

SHIP TO:
CITY OF MOUNTAIN IRON
8866 SLATE STREET
MOUNTAIN IRON, MN 55768-0000
218-748-7570

ORDERED BY: Joe

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
260568						HOUSE ACCOUNT BR 673	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Susan K Hill		09/08/23		No		BW BEST-WAY	
ORDER QTY	SHIP QTY	LINE	DESCRIPTION		Prc/UOM	Ext Amt	
16500FT		1	*OKON 161-23-3069 1/0-SOL AL 220M EPR 15KV 16X14 2750' (+/-) 6 x 2750' Reels +/-05% Tolerance		3803.000M	62749.50	
75EA		2	*ESNA 162LRJS-B-5230 1/0 SOL 15KV ELBOW WITH JACKET SEAL W/TEST POINT 200A 220 MIL RANGE .635-.905 15/BOX 30-35 wks		61.250EA	4593.75	
25EA		3	ESNA 161SOP 15KV STND OFF PLG		56.890EA	1422.25	
21EA		4	ESNA 160DRG INSULATED CAP/GRD LEAD 200A LB, 15KV Stock		42.500EA	892.50	
6EA		5	*HILP FSC5541DGJ412B 3PH FIBERGLAS PRIMARY CABINET 55 1 41H DIRECT BURIED W. ADJUSTABLE SS PARKING STAND MOUNTED ABOVE LINE W/ GALV PLATES AND RAILS W/ (3) 4 POINTS, 200 AMP JUNCTIONS, GRDG BAR 6-8 wks		3653.000EA	21918.00	
18EA		6	MACL DS15M 15KV POLYMER DE INSULAT Stock Functional Equal		16.050EA	288.90	
3EA		7	MACL ASD58N 795 AL DE CLAMP 36-38 wks		58.400EA	175.20	
3EA		8	*ALFO CSG15-300A-110-CB 15KV 300A POLYMER CUTOOT, BOLT PACK, NEMA B BRACKET, DISCONNECT BLADE Stock		106.600EA	319.80	
*** Continued on Next Page ***							

** Reprint ** Reprint ** Reprint **



Border States Electric - DUL
4451 Airpark Blvd
Duluth MN 55811-5728
Phone: 218-727-8170

Quote

Page: 1 of 2

BSE Quote: 27200216
Sold-To Acct #: 5047
Valid From: 09/11/2023 To: 09/18/2023
Payment Terms: Net 25th prox

Created By: Morgan Rask
Tel No: 763-497-6836
Fax No:

MOUNTAIN IRON LIGHT & WATER DEPT
8586 ENTERPRISE DR S
MOUNTAIN IRON MN 55768-8260

Inco Terms:
FOB ORIGIN

Ship-to:
MOUNTAIN IRON LIGHT & WATER DEPT
8866 SLATE ST
MOUNTAIN IRON MN 55768-3015

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	161109 PRF - GDE-1107 GALV GUY GRIP DEADEND - 3/8IN In Stock ABV	4 EA	3.24	/ 1	EA	12.96
	000020	130511 CHN - 12334P 1X7FT EXT ROD In Stock ABV	4 EA	43.80	/ 1	EA	175.20
	000030	130257 CHN - E1021630 10IN 6000LB ANCHOR AA 7 Week Lead	2 EA	57.50	/ 1	EA	115.00
	000040	167916 GRD - 5/8X8FT CU GROUND ROD NON-THRD 615880 1 EA = 1 (8' ROD) In Stock ABV	13 EA	18.41	/ 1	EA	239.33
	000050	122804 BUR - GRC58 5/8 GROUND ROD CLAMP In Stock ABV	13 EA	1.93	/ 1	EA	25.09
	000060	2243917 BARE - BARE-SD-6-SOL-CU-315R STOCK ALBERTVILLE	315 FT	576.67	/ 1,000	FT	181.65
	000071	3534425 BICC - 1/0-SOL-AL-220-EPR-16#14-14000R GC STOCK ALBERTVILLE	16,500 FT	3.996.05	/ 1,000	FT	65,934.83
I need to follow up on these elbows (doesn't fit our conductor and no jacket seal)							
	000080	2796752 CHN - 215LE45T 15KV LDBRK ELBOW 200AMP 1/0 STR Transfer from Fargo	75 EA	75.31	/ 1	EA	5,648.25
	000090	162930 CPR - LPC215 15KV 200A PROTECTV CAP 00- 15 week lead	21 EA	25.00	/ 1	EA	525.00
	000100	162594 CPR - ISB215 15KV 200A INSUL STANDOFF BSHG 12 Week Lead	18 EA	50.65	/ 1	EA	911.70

Mountain Iron Public Library

Monthly Report

August 2023

Circulation

Items checked out: 2,012 Items checked in: 2,117

Total Circulation of materials in August: 4,129

Attendance:

Adults: 532 Youth: 285 Patrons in August: 817

Special Events/Programs held: 3 (298 participants)

Reference Desk visits (email, phone, and messenger): 288 Computer Use Sessions: 148

Total Library usage: 1,088

Events and Activities at the library in August:

August 7th & 21st: City Council Meetings

August 10th: Tie-Dye Day

August 10th: Leonidas Merritt Statue WPA presentation (Senior Center)

August 12th: Library Open House

August 17th: Iron Range Tykes visit

August 22nd: Book-to-Movie event

Upcoming Library/ City Events

September 13th & October 18th: Iron Range Tykes Visits

September 15th, 22nd, 29th, October 6th (Fall Festival) & 27th: Young Readers Story Time

September 19th & October 17th: Book-to-Movie event

September 20th, 27th, October 4th, 11th, 18th & 25th: Kids Book Club

September 28th – 30th: FOL Book Sale

September 28th – October 23rd: FOL Cinnamon Roll Sale (Delivery Friday, November 3rd)

October 2nd & November 6th: Spirit Lake 4H Club

October 24th: Legacy Program Graphic Memoir/ Pie Social

October 29th: Halloween Carnival

COUNCIL LETTER 091823-VIIA

ADMINISTRATION

2024 BUDGET

DATE: September 14, 2023

FROM: Craig J. Wainio
City Administrator

Enclosed in you packet you will find a preliminary draft of the 2024 Budget. At this meeting the City Council needs to set the proposed levy for 2024. The budget and adjoining Resolution show a three percent increase in the levy from 2023, an increase of \$41,958, Staff is proposing this increase in order to offset increases in health insurance premiums wages, operational costs and upcoming projects.

Resolution Number 13-23 sets the EDA levy for 2024. This Resolution reflects a levy of the same amount as last year which generates approximately \$12,000 for the EDA. It is recommended that the City Council adopt Resolution Number 13-23 as presented.

Resolution Number 14-23 adopts the preliminary levy amount that must be certified to the County by September 30th. This Resolution is presented with the increase in the levy as outlined above over last year. It is recommended that the City Council adopt Resolution Number 14-23.



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 13-23

CONCERNING THE 2024 ECONOMIC DEVELOPMENT AUTHORITY TAX LEVY

WHEREAS, the Mountain Iron Economic Development Authority was created on the 19th day of April, 2004, pursuant to Minnesota Statutes 469.090-469.108 and;

WHEREAS, Minnesota Statutes, Section 469.107, Subdivision 1, specifically authorized the Mountain Iron Economic Development Authority to levy against the taxable property of the City of Mountain Iron, St. Louis County, Minnesota.

NOW, THEREFORE BE IT RESOLVED by the City Council of Mountain Iron, Minnesota, that for the purpose of further development and to provide for any activities that are within the jurisdiction of the Mountain Iron Economic Development Authority as defined according to Minnesota Statutes. The Mountain Iron City Council submits to the County Auditor of St. Louis County, Minnesota, a final tax levy with a levy set to the maximum allowable for the Mountain Iron Economic Development Authority.

DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF SEPTEMBER, 2023.

Mayor Peggy Anderson

ATTEST:

City Administrator



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RESOLUTION NUMBER 14-23

APPROVING PROPOSED 2023 TAX LEVY, COLLECTABLE 2024

BE IT RESOLVED, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following sums of money be levied for the current year, collectable in 2024, upon the taxable property in the City of Mountain Iron for the following purposes:

TOTAL PROPOSED LEVY	\$1,440,543
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The City Administrator is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Saint Louis County, Minnesota.

DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF SEPTEMBER, 2023.

Mayor Peggy Anderson

ATTEST:

City Administrator

BUDGET SUMMARY
CITY OF MOUNTAIN IRON
EXPENDITURES

DEPARTMENT	2023	2024	Difference	Percent
City Council	\$ 25,000.00	\$ 25,000.00	\$ -	0.0%
Administration	\$ 595,000.00	\$ 610,000.00	\$ 15,000.00	2.5%
Election	\$ 2,000.00	\$ 8,000.00	\$ 6,000.00	100.0%
Planning & Zoning	\$ 34,000.00	\$ 34,000.00	\$ -	0.0%
Sheriffs	\$ 570,000.00	\$ 570,000.00	\$ -	0.0%
Fire Protection	\$ 147,650.00	\$ 150,050.00	\$ 2,400.00	1.6%
Emergency Management	\$ 6,000.00	\$ 6,000.00	\$ -	0.0%
Animal Control	\$ 25,500.00	\$ 25,500.00	\$ -	0.0%
Streets	\$ 865,000.00	\$ 900,000.00	\$ 35,000.00	4.0%
Buildings	\$ 232,000.00	\$ 232,000.00	\$ -	0.0%
Campground	\$ 88,000.00	\$ 90,000.00	\$ 2,000.00	2.3%
Recreation	\$ 244,000.00	\$ 256,000.00	\$ 12,000.00	4.9%
Government	\$ 573,600.00	\$ 611,600.00	\$ 38,000.00	6.6%
Library	\$ 200,000.00	\$ 211,000.00	\$ 11,000.00	5.5%
Transfers	\$ 528,694.00	\$ 609,110.00	\$ 80,416.00	15.2%
Total	\$ 4,136,444.00	\$ 4,338,260.00	\$ 201,816.00	4.9%

BUDGET SUMMARY

CITY OF MOUNTAIN IRON

EXPENDITURES	2023	2024	Difference	Percent
Administration	\$ 656,000.00	\$ 677,000.00	\$ 21,000.00	3.2%
Public Safety	\$ 749,150.00	\$ 751,550.00	\$ 2,400.00	0.3%
Public Works	\$ 1,097,000.00	\$ 1,132,000.00	\$ 35,000.00	3.2%
Culture and Rec	\$ 532,000.00	\$ 557,000.00	\$ 25,000.00	4.7%
General Government	\$ 1,102,294.00	\$ 1,220,710.00	\$ 118,416.00	10.7%
TOTAL	\$ 4,136,444.00	\$ 4,338,260.00	\$ 201,816.00	4.9%
REVENUE				
Taxes	\$ 42,000.00	\$ 43,000.00	\$ 1,000.00	2.4%
Intergovernmental Aid	\$ 2,501,859.00	\$ 2,660,717.00	\$ 158,858.00	6.3%
General Revenue	\$ 194,000.00	\$ 194,000.00	-	0.0%
TOTAL	\$ 2,737,859.00	\$ 2,897,717.00	\$ 159,858.00	5.8%
GENERAL LEVY	\$ 1,398,585.00	\$ 1,440,543.00	\$ 41,958.00	3.0%



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RESOLUTION NUMBER 15-23

ENTERING INTO A COOPERATIVE CONSTRUCTION AGREEMENT

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron enters into MnDOT Agreement No. 1053610 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the sidewalk and sign construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 from 2,025 feet west of County State Aid Highway No. 67 to 450 feet west of County State Aid Highway No. 103 under State Project No. 6935-94.

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

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF SEPTEMBER, 2023.

Mayor Peggy Anderson

ATTEST:

City Administrator

Memo

To: Alex Peritz
Project Manager

From: Malaki Ruranika Elliot Keyes
for Cooperative Agreements Engineer

Date: September 6, 2023

Subject: Proposed Cooperative Construction Agreement 1053610
City of Mt. Iron and St. Louis County
SP 6935-94 (TH 169=035)
Federal Project NHPP-STBG 0169(353)
City Payment for TH 169 Construction

Digitally signed by Elliot Keyes
Date: 2023.09.06 11:46:38 -05'00'

Transmitted herewith is a proposed agreement with Mt. Iron and St. Louis County. This agreement provides for payment of the City's share of the costs of sidewalk and sign construction to be performed on TH 169.

Present this agreement to the City Council and Board of County Commissioners for their approvals and signatures of the Council and Board-authorized officers. Also required are resolutions passed by the Council and Board authorizing the City and County to enter into the agreement and naming the officers authorized to sign the agreement on its behalf. A suggested form of such resolution is included with this transmittal.

Electronic signatures are encouraged. When using electronic signatures, the signatories must not lock the document and all parties must sign the same document. The Council and Board's resolution must be attached to the end of the pdf prior to any electronic signatures. Please remove the sample resolution if the City and/or County are providing their own resolution.

Send the executed agreement and resolution to elliott.keyes@state.mn.us as soon as possible after the City and County has signed. A copy will be returned to the City and County when fully executed and after the project has been awarded.

Please copy me and elliott.keyes@state.mn.us on your email transmitting the agreement to the City and County for approval.

cc: File

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

State Project Number (SP):	<u>6935-94</u>
Trunk Highway Number (TH):	<u>169=35</u>
State Project Number (SP):	<u>069-596-017</u>
County Project Number:	<u>CP 0000-747491</u>
Federal Project Number:	<u>NHPP-STBG 0169(353)</u>
Lighting System "A" Feed Point:	<u>SLCA</u>
Lighting System "B" Feed Point:	<u>SLCB</u>
Lighting System "C" Feed Point:	<u>SLCC</u>
Lighting System "D" Feed Point:	<u>SLCD</u>
Lighting System "E" Feed Point:	<u>SLCE</u>
Lighting System "F" Feed Point:	<u>SLCF</u>
Lighting System "G" Feed Point:	<u>R69I</u>
Signal System ID:	<u>1736940</u>

Total City Obligation	<u>\$84,018.60</u>
Anticipated County Federal Aid	<u>\$39,764.00</u>
City Non-Federal Aid	<u>\$44,254.60</u>

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

Recitals

1. The State will perform grading, cold-in-place recycle, bituminous mill and overlay, ADA improvements, signals, lighting, and Bridge Nos. 69059 and 69060 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 169 from 2,025 feet west of County State Aid Highway (CSAH) No. 67 to 450 feet west of County State Aid Highway No. 103 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6935-94 (TH 169=35) (Project); and
2. The City has requested the State include in its Project sidewalk and sign construction; and
3. The City wishes to participate in the costs of the sidewalk and sign construction and associated construction engineering; and
4. The County has an agreement to act as the financial sponsor to receive and disperse Federal Aid funds for the City sidewalk construction; and
5. The federally eligible City participation construction will be reduced by the amount of Federal Aid funding received for said construction; and
6. The County has requested the State include in its Project lighting systems construction; and

7. The County will assume all ownership and maintenance responsibilities of the lighting systems after construction and as described in this Agreement; and
8. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
9. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

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

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 5. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6935-94 (TH 169=35) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).
- 1.5. Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator, in the office of the County's Public Works Director/Highway Engineer, and attached and incorporated into this Agreement. Exhibit A – Sidewalk Maintenance is attached and incorporated into this agreement.

2. Construction by the State

- 2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. Direction, Supervision, and Inspection of Construction**
 - A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. Inspection by the City and the County.** The City and County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine

whether the State's contractor has satisfactorily performed the City and County participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and County participation construction covered under this Agreement.
- B. The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits. The City or the County will submit to the State's Utility Engineer an original permit application for any utilities owned by the City or the County to be constructed hereunder that are upon and within the Trunk Highway Right of Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right of Way" (Form 2525).

2.6. Utility Adjustments. Adjustments to certain City or County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City or the County will furnish the contractor with new units and/or parts for those in place City or County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

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

3.1. Sidewalks. Maintenance of sidewalk construction as shown in Exhibit A, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

3.2. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

4. Maintenance by the County

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

4.1. Lighting. Maintenance and ownership of the following lighting systems:

Lighting System "A" at TH 169 and 4th Ave. SE (CSAH 67)

Lighting System "B" at TH 169 and Highway 5 (CSAH 5)

Lighting System "C" at TH 169 and Forest St. (CSAH 125)

Lighting System "D" at TH 169 and Pennsylvania Ave. (CSAH 64)/Morse Rd. (County Road (CR) No. 453)

Lighting System "E" at TH 169 and CR 457

Lighting System "F" at TH 169 and Campground Rd./Old CR 101 (CR 761)

Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of Light-Emitting Diode (LED) luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The County will be responsible to pay all monthly electrical service expenses necessary to operate the lighting facility.

MnDOT will provide ownership and all maintenance of Lighting System "G" at TH 169 and CR 102.

- 4.2. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

5. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 169 at Emerald Ave./Rock Ridge Dr and for the Interconnect on TH 169 from Emerald Ave./Rock Ridge Dr. to Enterprise Dr./CSAH 7.

5.1. City Responsibilities

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

5.2. State Responsibilities

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

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

5.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 03756R, dated August 29, 2013, between the parties for the intersection of TH 169 at Emerald Ave./Rock Ridge Dr.

6. Basis of City and County Cost

- 6.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 6.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office, Field Laboratory and Traffic Control. It is anticipated that County Federal Aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated County Federal Aid funding not applied to the federally eligible City participation construction and associated construction engineering.
 - A.** 100 Percent will be the City's rate of cost participation in all of the sidewalk construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I." County Federal Aid funds will be applied at a rate of 80 percent.
 - B.** 100 Percent will be the City's rate of cost participation in all of the sign construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I."

- 6.3. Federal Aid Funds.** The County will act as the City's sponsor to receive and disburse the Federal Aid funds on this Project.
- 6.4. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 6.5. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

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

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

7. City Cost and Payment by the City

- 7.1. City Cost.** \$84,018.60 is the City's estimated share of the costs of the contract construction, including Federal Aid, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated County Federal Aid, as shown in the Revised Schedule "I," after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I."
 - B. The City's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal Aid funding not applied to the federally eligible City participation construction and associated construction engineering. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

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

8. Authorized Representatives

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

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

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

8.3. The County's Authorized Representative will be:

Name, Title: Jim Foldesi, Public Works Director/Highway Engineer (or successor)
Address: 4787 Midway Road, Duluth, MN 55811
Telephone: (218) 625-3830
Email: foldesij@stlouiscountymn.gov

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

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

11. Nondiscrimination

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

12. State Audits

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

13. Government Data Practices

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

14. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

15. Governing Law; Jurisdiction; Venue

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

16. Termination; Suspension

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

16.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

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

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

CITY OF MOUNTAIN IRON

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

ST. LOUIS COUNTY

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

By: _____
Date

Title: _____

By: _____
Date

Title: _____

By: _____
Date

Title: _____

By: _____
Date

Title: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

PRELIMINARY SCHEDULE "I"

Agreement No. 1053610

City of Mountain Iron

Preliminary: September 6, 2023

SP 6935-94 (TH 169-35)

SP 069-596-017

Fed. Proj. NHPP-STBG 0169(353)

Grading, cold-in-place recycle, bituminous mill and overlay, ADA improvements, signals, lighting, and Bridge Nos. 69059 and 69060 construction to start approximately January 15, 2024 under

State Contract No. _____ with _____

located on TH 169 from 2,025 feet west of CSAH 67 to 450 feet west of CSAH 103

CITY COST PARTICIPATION

	City Match		TOTALS
	SP 6935-94 No Federal Aid	To Federal Aid 20 Percent	Federal Aid 80 Percent
Sidewalk Work Items (From Sheet No. 2)		9,941.00	39,764.00
Sign Work Items (From Sheet No. 2)	28,090.00		
Construction Subtotals	\$28,090.00	\$9,941.00	\$39,764.00
Anticipated Total City Construction Costs			\$77,795.00
Construction Engineering (8%)	6,223.60		
Construction + Construction Engineering Subtotals	\$34,313.60	\$9,941.00	\$39,764.00
(1) Total City Obligation			\$84,018.60
Total Anticipated Federal Aid			\$39,764.00
(2) Total City Obligation minus Anticipated Federal Aid			\$44,254.60

(1) Amount of total City obligation as described in Article 7 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

(1) 80% STBG FEDERAL, 20% CITY

(P) = PLAN QUANTITY

1053610

ITEM NUMBER	SP 069-596-017 SIDEWALK WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2104.503	SA WING BIT PAVEMENT (FULL DEPTH)	LIN FT	202.00	2.75	555.50
2104.503	REMOVE CURB & GUTTER	LIN FT	189.00	10.00	1,890.00
2104.518	REMOVE CONCRETE WALK	SQ FT	165.00	3.00	495.00
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	491.00	25.00	12,275.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	21.00	38.00	798.00
2232.618	MILL AND PATCH BITUMINOUS PAVEMENT	SQ FT	483.00	13.00	6,279.00
2521.518	6" CONCRETE WALK	SQ FT	922.00	14.00	12,908.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	202.00	18.00	3,636.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	13.00	18.00	234.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	189.00	40.00	7,560.00
2531.618	TRUNCATED DOMES	SQ FT	14.00	55.00	770.00
2563.602	TEMPORARY PEDESTRIAN RAMP	EACH	1.00	800.00	800.00
2575.618	SITE RESTORATION	SQ FT	1,003.00	1.50	1,504.50
				TOTAL	\$49,705.00
	(1) 80% STBG FEDERAL		\$39,764.00		
	20% CITY		\$9,941.00		

(2) 100% CITY

ITEM NUMBER	SP 069-596-017 SIGN WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2104.502	REMOVE SIGN	EACH	9.00	80.00	720.00
2564.618	SIGN	SQ FT	391.00	70.00	27,370.00
				TOTAL	\$28,090.00
	(2) 100% CITY		\$28,090.00		

Exhibit A - Sidewalk Maintenance Responsibilities Agreement 1053610



20
SCALE IN FEET

City of Mt. Iron Sidewalk
Maintenance Responsibility Area

6" INPLACE WALK

TRANSITION FROM
B&E TO B&E C&G

ENDING BITUMINOUS
PAVEMENT (6' WIDTH)
END SP 069-596-017
EMERALD AVE 103+66.11

TEMPORARY EASEMENT

TEMPORARY ORDERS

6" CONCRETE WALK

6' WALK

ENDING BITUMINOUS
PAVEMENT (2' WIDTH)

TRANSITION FROM
B&E TO B&E C&G

EMERALD AVE

BEGIN SP 069-596-017
EMERALD AVE STA 101+95.86

103

102

ENTERPRISE DR S

TEMPORARY ORDERS

ACCESS CONTROL

IMBUT RIGHT OF WAY

Exhibit Sheet 1 of 2

I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LICENSE # _____

COST PARTICIPATION LAYOUT
SHEET VIEW EMERALD AVE & 169

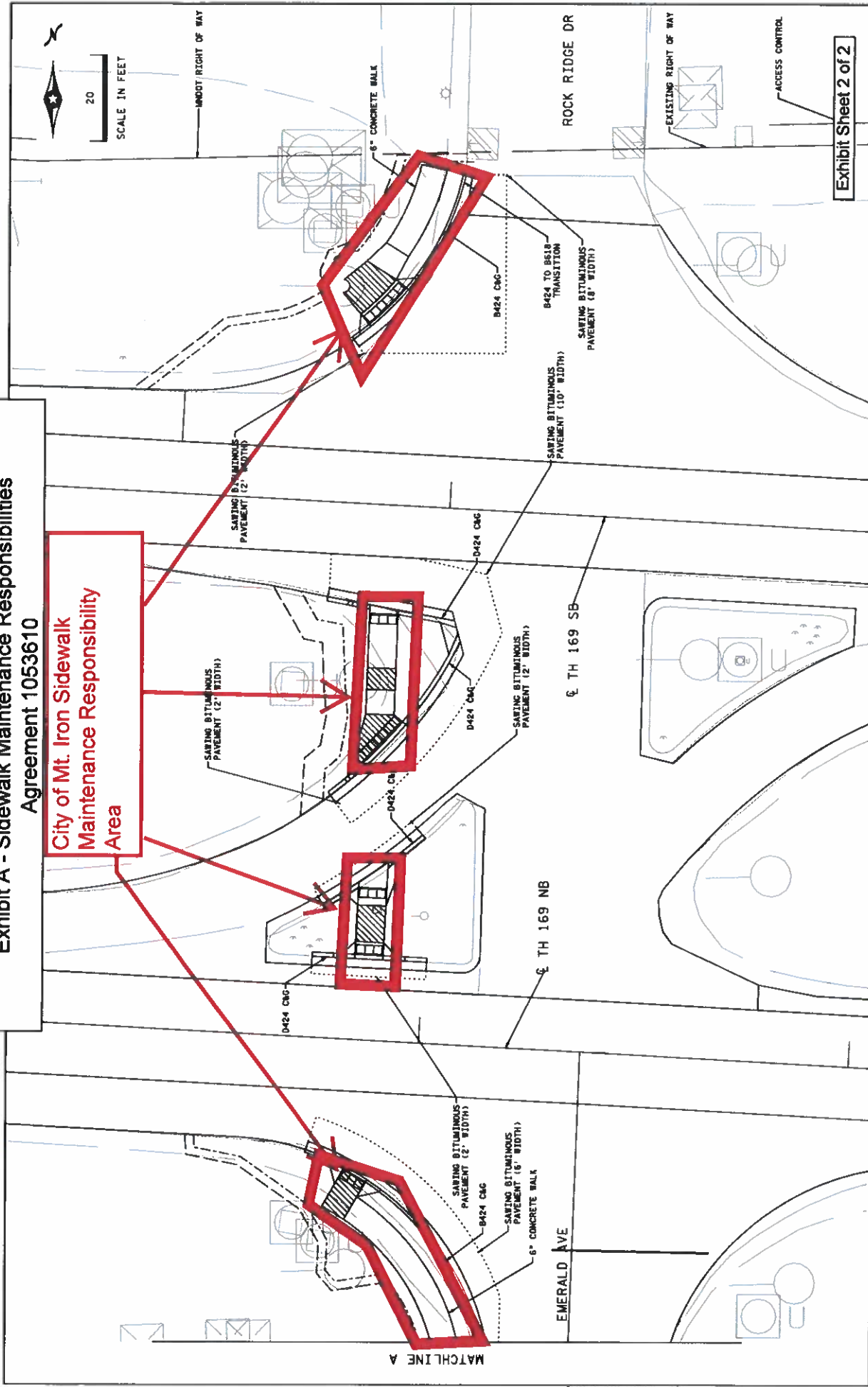
TH 169 (SP 6935-94) (SP 069-596-017)
SHEET NO. 2 OF 11 SHEETS



NO	DATE	BY	CD	REVISIONS

Exhibit A - Sidewalk Maintenance Responsibilities Agreement 1053610

City of Mt. Iron Sidewalk
Maintenance Responsibility
Area



<p>TH 169 (SP 6935-94) (SP 069-596-017)</p>		<p>SHEET NO. 3 OF 11 SHEETS</p>	
<p>COST PARTICIPATION LAYOUT</p>		<p>SHEET VIEW EMERALD AVE/ROCK RIDGE DR & 169</p>	
<p>ALLIANT</p>		<p>REVISIONS</p>	
NO	DATE	OWN	REVISED
<p>I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly licensed professional engineer under the laws of the state of Minnesota.</p>			
<p>PREPARED BY: _____</p>		<p>SIGNATURE: _____</p>	
<p>DATE: _____</p>		<p>DATE: _____</p>	

Exhibit Sheet 2 of 2

CITY OF MOUNTAIN IRON

RESOLUTION

IT IS RESOLVED that the City of Mountain Iron enter into MnDOT Agreement No. 1053610 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the sidewalk and sign construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 from 2,025 feet west of County State Aid Highway No. 67 to 450 feet west of County State Aid Highway No. 103 under State Project No. 6935-94.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mountain Iron at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

ST. LOUIS COUNTY

RESOLUTION

IT IS RESOLVED that St. Louis County enter into MnDOT Agreement No. 1053610 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the sidewalk construction and to provide maintenance and ownership of the lighting systems construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 from 2,025 feet west of County State Aid Highway No. 67 to 450 feet west of County State Aid Highway No. 103 under State Project No. 6935-94.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of St. Louis County at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Peggy Anderson
City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, MN 55768

Dear, Mayor Anderson and Council Members

As the 2023 co-hosts of the ATV Minnesota Annual State Convention Ride & Rally Event being held September 22-24, 2023 at Giants Ridge in Biwabik, MN. The Rangers Snowmobile/ATV Club along with the Quad Cities ATV Club would like to cordially invite you to the VIP President's Ride event which will celebrate ATV MN's 40th Anniversary as a statewide organization as well as acknowledge all of our state and local partnerships and supporters.

The weekend will begin with registration for the President's ride on Friday, Sept. 22nd (\$20 fee) from 8-10 am at the Giants Ridge Lodge. The President's Ride will then begin at 10:00 am with a guided ATV tour from the Giants Ridge Recreation Area to the Iron Trail Convention Center in Virginia. The Ride takes us on the newly constructed 3/4-mile boardwalk, between Biwabik and Gilbert then across the Thomas Rukavina Memorial Bridge (the tallest in Minnesota). After lunch at the convention center, (provided with registration) we will travel back to Giants Ridge.

We need to know if you will require an ATV (straddle or side-by-side) for the ride. As alternatives you can also request to ride with one of our members on a side-by-side ATV, or meet us at the trail ride luncheon at the Iron Trail Convention Center in Virginia. Lunch is being served beginning at 12:30 pm.

In addition to the President's Ride, we would welcome you to join us in any other scheduled events throughout the weekend including Saturday's riding activities and the banquet. The registration fee is \$40 per person. You may pre-register on-line for either or both events at <https://membership.atvmn.org/riderally/>.

Please RSVP to Rangers ATV Club at rangersnowatv@gmail.com by Friday, September 15, 2023.

Sincerely,

Dave Dincau President Quad Cities ATV Club
Roy Beauregard President Rangers Snowmobile/ATV Club



*To unify, support, and serve
as a common voice for municipal utilities*

mmua.org

September 7, 2023

Dear Valued Member,

Thank you for your support and participation in MMUA's Safety Management Program over the years. We highly value the partnership we share, and we hope to serve you for many years to come.

You may already know the Board of Directors has voted to change MMUA's fiscal year. Because of this, we will soon be transitioning from our current October 1–September 30 cycle to the calendar year rotation most commonly used by MMUA member communities. This will allow you to better budget for your safety costs because the rates we charge will be in place for your entire fiscal year.

To achieve this shift, the coming period for safety contracts will cover 15 months. All agreements will be dated and in force from October 1, 2023, through December 31, 2024. The same fee rate will be in place for the entire period, and fees will increase 5% over the rate you are currently paying. This is commensurate with our actual costs to deliver these services to you.

Here are some other things of note related to the Safety Management Program:

1. Each year MMUA will forecast a range for the expected annual rate increase during May and June, and we will communicate that range during our safety review meetings. The increases will generally be based on the inflation we have experienced—and expect to experience—in the actual cost of delivering services to you. Your community can then plan your budget using this placeholder data. MMUA's formal rate announcement will generally occur in early September each year, in a letter like this one, after approval of MMUA's budget at the Summer Conference.
2. Your Safety Management Program contract will need to be re-signed this year. This is both because of the unusual 15-month period and because the basic text in our standard agreement needed to be updated. For example, the League of Minnesota Cities Insurance Trust has recommended that we include language regarding insurance coverage, and we are editing the agreements to reflect changes in the program since Safety 2.0 was introduced last year. Once these new contracts are signed and insurance requirements have been met, they will renew automatically for your convenience. Changes, if needed, will be made by amendment on an ongoing basis.
3. MMUA is continuing to improve its Safety Management Program. This year we are introducing an initiative we call "Zero Blackouts." It is our commitment to ensuring that your community does not miss its safety services because of personnel changes or challenges at MMUA. We will do our best to avoid rescheduling your days, using other qualified personnel when possible if your safety coordinator is ill or otherwise unavailable. If sending another coordinator isn't feasible, or if the problem is due to weather or other unforeseen

circumstances, we will work with you to complete the service as quickly as possible within the month.

We are now in our second year of Safety 2.0. This year we will continue to introduce new on-demand courses and other options that can help your team stay safe and learn new skills. Be sure to ask your safety coordinator about options that might be beneficial for your staff, and we will make suggestions from time to time as well. If you are already in Tier 2 or Tier 3 there is a great deal of flexibility. You can select from a variety of programming to best meet your needs, and all Safety Management Program participants can purchase additional days of service if desired. If you are interested in adding days of service to your contract, please let us know at your earliest convenience.

We will be sending out contracts beginning September 18. Contracts for 2023-24 take effect on October 1, 2023.

As always, we appreciate your prompt response. If you have questions, please contact me at 612-802-8474 or Karleen Kos at 763-746-0701.

Sincerely,



Mike Willetts
Director of Training & Safety
Cell: 612-802-8474
mwilletts@mmua.org



Karleen Kos
Chief Executive Officer
Direct: 763-746-0701 / Cell: 813-675-7589
kkos@mmua.org