

MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, JANUARY 6, 2025
6:30 P.M.
MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM

MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER MOUNTAIN IRON ROOM MONDAY, JANUARY 6, 2025 - 6:30 P.M. A G E N D A

I.	Roll Call
II.	Pledge of Allegiance
III.	Oath of Office
IV.	Consent Agenda A. Minutes of the December 16, 2024, Regular Meeting (#1-8) B. Minutes of the December 23, 2024, Committee-of-the-Whole Meeting (#9) C. Receipts D. Bills and Payroll E. Communications
V.	Public Forum
VI.	Committee and Staff Reports A. Mayor's Report 1. Reorganization and Appointments (#10-11) B. City Administrator's Report C. Director of Public Work's Report D. Library Director/Special Events Coordinator's Report E. Sheriff's Department Report F. City Engineer's Report G. Fire Department's Report 1. Fire Truck Purchase (#12-27) H. Planning and Zoning commission 1. Conditional Use Permit – Franklin Advertising (#28-32) I. Personnel Committee 1. Management Agreements J. Liaison Reports
VII.	Unfinished Business
VIII.	New Business A. Reschedule January 20 th Meeting – Martin Luther King Day
IX.	Communications
X.	Announcements A. City Offices Closed All Day on Jan 20 th – Martin Luther King Day
XI.	Adjourn
	# Page Number in Packet

*Enclosed

MINUTES MOUNTAIN IRON CITY COUNCIL December 16, 2024

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., Julia 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; Sgt. Grant Toma, Sheriff's Dept.; Al Johnson, City Engineer; and Bryan Lindsay, City Attorney.

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

- 1. Approve the minutes of the December 2, 2024, 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 December 1-15, totaling \$997,032.12 (a list is attached and made a part of these minutes).
- 4. To authorize the payments of the bills and payroll for the period December 1-15, totaling \$588,403.94 (a list is attached and made a part of these minutes).

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

It was moved by Roskoski to amend the original motion to remove the Parts City bills in the amount of \$156.00, and the Napa Christenson bills in the amount of \$181.00 from the consent agenda for separate consideration. The motion failed due to lack of support.

Public Forum:

- > Justin Blazewicz, thanks the city for their information/documentation requested, however concerned that there was lack of discipline for those involved in his OSHA complaint
- > Gary Skalko, resident and former Mayor, acknowledged and thanked Joe Prebeg for his 24 years of service as a City Councilor member
- > Dan Gunderson, resident of South Forest Grove, requested information regarding plowing of community mailbox in their cul-de-sac

The Mayor reported on the following:

Requested COW meeting to discuss the January 3rd J-Turn

It was moved by Buria and seconded by Prebeg to hold a Committee of the Whole (COW) meeting on Monday, December 23rd at 5:00pm at the Community Center to discuss the J-Turn. The motion carried.

Minutes – City Council December 16, 2024 Page 2

City Administrator:

- Rink opening Wednesday, December 18th
- > City employees ringing the bell at L&M Wednesday, December 18th for the Salvation Army

It was moved by Prebeg and seconded by Roskoski to approve the recommendation of the Parks & Recreation board to hire the following individuals to work as winter seasonal workers/rink attendants for the 2024-2025 season:

Tyler Johnson Carter Sandnas Jordan Rautio

Todd Korpela Blayne Wainio

The motion carried.

It was moved by Buria and seconded by Prebeg to approve the 2024 Audit proposal from Walker, Giroux and Hahne, in the amount of \$29,675 for the Governmental Funds and \$12,775 for the Enterprise Funds. The motion carried on roll call vote.

Director of Public Works:

- > Water line break fixed recently and power outage in Downtown area
- > Power voltage upgrades being completed in sections of Mountain Iron

Library Director/Special Events Coordinator:

- ➤ MIB Speech & Drama hosting
 - "Candy Canes & Cocoa w/ the Grinch & helpers"
 - Thursday, December 19th @ 5:30pm at the Mountain Iron Public Library
- Winter reading program starts on January 6th
- > 5th Annual "Holiday Lighting Contest"
 - Big thank you to Park State Bank, B2Bank and North Star Credit Union, gift card sponsors
 - 2024 Grand Champion Holiday Lighting Contest 503 Spruce Ave., Kinney
 - Classic Christmas 8794 Forest Drive, Mtn Iron
 - o Community Spirit 601 Franz St., Buhl
 - WOW Factor 503 Spruce Avenue, Kinney
 - o Elegance of Design 419 Culver Ave., Buhl
 - Mountain Iron winners -
 - 8794 Forest Drive Category winner
 - 8765 Merrit Place runner up

Sheriff's Dept.

> No formal report

It was moved by Roskoski and seconded Prebeg that Law Enforcement contact MNDOT staff on Hoover Road about having necessary speed limit signs put up on Highway 169 from Hoover Road down to the intersection at County 7/169, as soon as possible. People are getting stopped for speeding and getting tickets, but there are no signs. The motion carried.

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City Engineering:

No formal report

It was moved by Prebeg and seconded by Buria to approve Pay Request No. 2 – for the Drainage Improvement project, with an increase of \$6,631.00 for 2 EZ, Inc., dba. Jola & Sopp Excavating, Eveleth, MN. The motion carried unanimously on roll call vote.

City Attorney:

Updated Council regarding cease and desist with Superior Fuel

It was moved by Roskoski, that the City Attorney work with Benchmark Engineering and any other necessary government agencies, to determine the present ownership of all six dirt road routes in the Kinross area; in the meantime, the City of Mountain Iron will still maintain all the six routes, gravel, snow plowing, ditch work, culverts, whatever, all year round until official ownership is determined and this big problem gets solved once and for all. The motion failed due to lack of support.

It was moved by Stanaway and seconded by Buria to table the enclosed management agreements for the City Administrator, Director of Public Works and the Library Director, and have a Committee of the Whole to discuss the agreements. Stanaway amended the motion and Buria seconded, to include that the Committee of the Whole meeting is scheduled for Monday, January 6th @ 5:30pm at the Community Center. The motion carried.

It was moved by Stanaway and seconded by Buria to approve Ordinance #02-24; Amending Section 154 of the Mountain Iron City Code (a copy is attached and made a part of these minutes). Stanaway amended the motion to include the condition that it is contingent on verification of existing regulations and requirements. The motion carried.

It was moved by Roskoski and seconded by Prebeg to approve the Temporary Access Easement Agreement, between the City of Mountain Iron and Northern Learning Center, ISD 6076 as presented. The motion carried.

It was moved by Prebeg and seconded by Buria to donate \$250 to the St. Louis County Agricultural Society/Fair Association for the 2025 St. Louis County Fair, monies to come out of the Charitable Gambling Fund. The motion carried unanimously.

The MIB Hoops Club requests contribution for their 2024-2025 MIB Basketball Team. It was moved by Prebeg and seconded by Buria to donate \$500 to the MIB K-12 Basketball program for their 2024-2025 Season, monies to come out of the Charitable Gambling Fund. The motion carried unanimously.

Announcement:

- City Offices closed December 31st @ 11:30am & all-day January 1st
- ➤ Wednesday, January 1st garbage will be collected on Thursday, January 2nd
- > Mountain Iron Merritt Days Planning Committee meeting
 - Thursday, January 9th at 5:30 pm
 - Mountain Iron-Buhl Highschool Commons area (use door #4)

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At 7:40p.m., it was moved by Buria and seconded by Prebeg the meeting be adjourned. The motion carried.

Submitted by:

Amarda Inmon

Municipal Services Secretary

www.mtniron.com

Communications:

1. Thank you from the Essentia Health Foundation, for the recent donation and support of the Festival of Trees event

Page: 20 Dec 16, 2024 6:22PM

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	100.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	50.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	603-34-4400-003	1,603.28
FINES	CRIMINAL	101-35-5100-000	479,89
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	301-11500	47,922,20
LICENSES	CIGARETTE	101-32-2100-000	100,00
METER DEPOSITS	ELECTRIC	604-22000	640,00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	20.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	3,000 00
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	345 00
MISCELLANEOUS	LIBRARY-MISC. INCOME	101-45-1501-217	1,705 30
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	8.19
PERMITS	BUILDING	101-32-2100-000	808.06
TAXES	BOND LEVY	101-31-1010-003	70.11
TAXES	DUE TO MOUNTAIN IRON EDA	101-20802	21,866.40
TAXES	MISCELLANEOUS TAXES	101-31-1010-007	2,433.58
TAXES	PENALTIES & INTEREST	101-37-7100-023	307.79
TAXES	PENALTIES & INTEREST-378 FUND	378-36-1020-000	214.66
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	378-36-1000-000	74.27
TAXES	SPEC, ASSMTS-378 FUND-CURRENT	378-12100	10,814.99
TAXES	TAX LEVY	101-31-1010-000	602,418.66
TAXES	TAXES RECEIVABLE-DELINQUENT	101-10700	2,682.51
TAXES	TIF #15 INCREMENT COLLECTED	102-31-1010-015	7,152.33
TAXES	TIF #16 INCREMENT COLLECTED	102-31-1010-016	5,082.14
UTILITY	UTILITY	001-11105	287,132.76
Grand Totals:			997,032.12

Check Register - Summary
Check Issue Dates; 12/16/2024 - 12/30/2024

Page: 1 Dec 30, 2024 08:58AM

Report Criteria;

Report type: Summary

Check.Type = {<>} "Adjustment"

L Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/16/2024	161148	180003	RANGE OFFICE SUPPLY	601-20200	121.73
12/24	12/18/2024	161449	100019	2 EZ, INC.	301-20200	6,631.00
12/24	12/18/2024	161450	10056	A T & T MOBILITY	101-20200	1,423.16
12/24	12/18/2024	161451	60023	ANNA AMUNDSON	101-20200	717.80
12/24	12/18/2024	161452	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	29.99
12/24	12/18/2024	161453	130194	ASCENDANCE TRUCKS CENTRAL, LLC	604-20200	168.87
12/24	12/18/2024	161454	10042	AUTO VALUE VIRGINIA	604-20200	287.46
12/24	12/18/2024	161455	20022	BENCHMARK ENGINEERING INC	301-20200	4,775.00
12/24	12/18/2024	161456	20043	BOBCAT OF DULUTH, INC.	602-20200	298.09
12/24	12/18/2024	161457	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	186.00
12/24	12/18/2024	161458	30055	BTAC ACQUISITION CORP.	101-20200	116.46
12/24	12/18/2024	161459	30084	CARDMEMBER SERVICE	603-20200	7,483.20
12/24	12/18/2024	161460	30016	CHAMPION AUTO	101-20200	156.94
12/24	12/18/2024	161461	220003	CITY OF VIRGINIA	101-20200	49.34
12/24	12/18/2024	161462	30026	COMO LUBE & SUPPLIES INC	101-20200	145.00
12/24	12/18/2024	161463	30021	COMPASS MINERALS AMERICA INC.	101-20200	5,051.89
12/24	12/18/2024	161464	1901024	CTC-446126	101-20200	538,95
12/24	12/18/2024	161465	50043	EJ EQUIPMENT, INC.	603-20200	577.10
12/24	12/18/2024	161466	6004	FRED FAUST	603-20200	1,120,21
12/24	12/18/2024	161467	50048	FRONTIER ENERGY	604-20200	884.75
12/24	12/18/2024	161468	100011	GENERAL PARTS LLC	101-20200	1,145.94
12/24	12/18/2024	161469	80023	H&L MESABI COMPANY	101-20200	2,450.00
12/24	12/18/2024	161470	210009	HD SUPPLY INC.	101-20200	63.79
12/24	12/18/2024	161471	80037	HOMETOWN MEDIA PARTNERS	101-20200	97.00
12/24	12/18/2024	161472	10043	IRON RANGE ENGINEERING & CONSULTING	604-20200	847.50
12/24	12/18/2024	161473	190102	IRON RANGE TOOLS LLC	604-20200	189.00
12/24	12/18/2024	161474	90015	IRON RANGE TOURISM BUREAU	101-20200	.00
12/24	12/18/2024	161475	120013	L & L RENTALS INC	101-20200	255.78
12/24	12/18/2024	161476	120006	L & M SUPPLY	101-20200	1,352.78
12/24	12/18/2024	161477	12001	LAMKE BROADCASTING	101-20200	132.00
12/24	12/18/2024	161478	120002	LAWSON PRODUCTS INC	603-20200	26.67
12/24	12/18/2024	161479	13001	MID-AMERICA BOOKS	101-20200	329.40
12/24	12/18/2024	161480	140026	MINNESOTA ENERGY RESOURCES	101-20200	1,695.61
12/24	12/18/2024	161481	130009	MINNESOTA POWER (ALLETE INC)	604-20200	180,214.02
12/24	12/18/2024	161482	130035	MN PUBLIC SAFETY GROUP, LLC.	101-20200	400.00
12/24	12/18/2024	161483	130031	MOUNTAIN IRON ECONOMIC DEV	102-20200	109,709.46
12/24	12/18/2024	161484	130019	MP SYSTEMS	604-20200	39,077,59
12/24	12/18/2024	161485	30001	NAPA AUTO PARTS	101-20200	34,18
12/24	12/18/2024	161486	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	116.17
12/24	12/18/2024	161487	160071	PURCHASE POWER	101-20200	1,500.00
12/24	12/18/2024	161488		QUILL CORPORATION	101-20200	417.15
12/24	12/18/2024	161489	180008	RADKO IRON & SUPPLY INC	101-20200	219.97
12/24	12/18/2024	161490		RANGE OFFICE SUPPLY	602-20200	121.73
12/24	12/18/2024	161491		RMB ENVIRONMENTAL LABORATORIES	601-20200	455.62
12/24	12/18/2024	161492		ST LOUIS COUNTY AGRICULTURAL	230-20200	250.00
12/24	12/18/2024	161493		ST LOUIS COUNTY AUDITOR	101-20200	233,49
12/24	12/18/2024	161494		ST LOUIS COUNTY AUDITOR	603-20200	35,395.00
12/24	12/18/2024	161495		THE TRENTI LAW FIRM	101-20200	2,587.43
12/24	12/18/2024	161496	= -	THERMOGRAPHY & ULTRASOUND DIAGNOSTICS	604-20200	9,250.00
12/24	12/18/2024	161497		UNITED ELECTRIC COMPANY	604-20200	227.28
12/24	12/18/2024	161498		UNITED STATES POSTAL SERVICE	604-20200	675.12
12/24	12/18/2024	161499		UNITED TRUCK BODY COMPANY INC	301-20200	8,020.00
12/24	12/18/2024	161500	30072	VC3	101-20200	3,813,68

CITY OF MOUNTAIN IRON		Ch	Check Register - Summary eck Issue Dates; 12/16/2024 - 12/30/2024	Page: 2 Dec 30, 2024 08;58AM		
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/18/2024	161501	10075	VESTIS	603-20200	179.78
12/24	12/18/2024	161502	220020	VISA OR PARK STATE BANK CC PMT	101-20200	3,004.45
12/24	12/18/2024	161503	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	4,490.61
12/24	12/19/2024	161504	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	14,562.46
12/24	12/19/2024	161505	90015	IRON RANGE TOURISM BUREAU	101-20200	200,00
12/24	12/30/2024	161506	190002	ST LOUIS COUNTY AUDITOR	603-20200	192.50
Gran	d Totals:				=	454,452.64
				PP-Ending 12/20		133,951.30
				TOTAL EXPENDITURES	\$:	588,403.94



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

ORDINANCE NUMBER 02-24

AMENDING SECTION 154 OF THE MOUNTAIN IRON CITY CODE

THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:

<u>Section 1.</u> <u>Amending Section 154.027.</u> Section 154.027 (B) (8) of the Mountain Iron City Code is hereby amended and is to read as follows:

(8) Auto service stations, major auto repair operations and exclusive tire repair or sales shops, excluding retread shops. Requires underground storage of bulk fuels and petroleum products.

<u>Section 2.</u> <u>Amending Section 154.027.</u> Section 154.027 (C) of the Mountain Iron City Code is hereby amended and is to read as follows:

(C) Conditional uses. The following may be permitted conditional uses in this District. A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.

<u>Section 3.</u> <u>Amending Section 154.028.</u> Section 154.028 (C) of the Mountain Iron City Code is hereby amended and is to read as follows:

(C) Conditional uses. The following may be permitted conditional uses in this District. A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.

<u>Section 4.</u> <u>Inconsistent Ordinances.</u> All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

Section 5. Effective Date. This Ordinance shall be effective in accordance with State Statute.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF DECEMBER, 2024.

Administrato

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MINUTES MOUNTAIN IRON CITY COUNCIL COMMITTEE OF THE WHOLE MEETING December 23, 2024

Mayor Anderson called the City Council Committee of the Whole meeting to order at 5:01p.m. with the following members present: Councilors Joe Prebeg Jr., Ed Roskoski, Julie Buria, Alan Stanaway and Mayor Anderson. Also present were: Craig Wainio, City Administrator; Public Works Director, Tim Satrang; and City Engineer Alan Johnson.

The City Council discussed the upcoming Dispute Resolution Board for the Saint Louis County's CSAH 130/109 J-Turn Project (SP 069-070-073 and SP 6935-100) that intersects with US 169 in the City of Mountain Iron

At 5:59pm, Mayor Anderson adjourned the meeting.

Submitted by:

Craig J. Wainio City Administrator

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COUNCIL LETTER 010625-VIA1

MAYOR ANDERSON

REORGANIZATION

DATE:

January 2, 2025

FROM:

Mayor Anderson

Craig J. Wainio City Administrator

As part of the reorganization of the City, the Mayor is recommended that the City Council adopt the following:

- 1. Deputy Mayor –
- 2. Trenti Law Firm is designated as the City Attorney.
- 3. Benchmark Engineering is designated as the City Engineer.
- 4. Official newspaper for the City Hometown Focus.
- 5. 1st and 3rd Monday's of the month at 6:30 p.m. are the official meeting times.
- 6. The following are the official depositories of the City:
 - a. Park State Bank
 - b. Frandsen Bank
 - c. Wells Fargo Bank
 - d. US Bank
 - e. Twin City Federal
 - f. League of Minnesota Cities 4M Fund
 - g. Miller Johnson Steichen Kinnard, Inc.
 - h. Morgan Stanley
 - i. Northland Securities
 - j. First National Bank of Buhl
 - k. Federal Home Loan Bank

COUNCIL LETTER 010625-VIA1

MAYOR ANDERSON

COMMISSION APPOINTMENTS

DATE:

January 1, 2025

FROM:

Mayor Anderson

Craig J. Wainio City Administrator

The Mayor Anderson requested this item be placed on the Agenda with the following background information:

B. <u>City Advisory Board/Commission Appointments:</u>

- 1) Utility Advisory Board (3-year term)
 - a.
 - b.
- 2) Parks & Recreation Board (3-year term)
 - a
 - b.
 - C.
- 3) Economic Development Authority (5-year term)
 - a.
- 4) Public Safety and Health Board (3-year term)
 - a.
 - h
- 5) Planning and Zoning (3-year term)
 - a.
 - b.







EM-102-Skeeter

December 11, 2024

Fire Chief Mark Madden City of Mountain Iron 8866 Slate Street Mountain Iron, MN 55768

Subject: Proposal for one (1) Skeeter Ford F550 Rescue Brush Truck

Specification 2199

Dear Fire Chief Madden,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price - \$410,986.00

Due to the volatility within the commercial chassis supply chain, commercial chassis suppliers are not able to meet their commitments for shipping chassis to our factories, nor are they honoring their quoted prices. Please be aware that the commercial chassis quoted price is subject to change by the commercial chassis supplier at any time, without notice. Any increases in price will be passed directly to the end customer.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Hillsboro, TX / Shipping to Mountain Iron, MN

Terms – Net due prior to vehicle(s) release at the Skeeter Manufacturing Plant

(Hillsboro, TX).

Delivery* – 20 - 22 months from receipt and acceptance of contract.

*Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.







Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 952-239-6454 or Patrick.sandon@macqueengroup.com.

We wish to thank the City of Mountain Iron for the opportunity to submit our proposal.

Respectfully,

Patrick Sandon

Patrick Sandon
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and <u>City of Mountain Iron</u>, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. "Product" means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- **b.** "Specifications" means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "MacQueen Proposal" means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 20 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$410,986.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

- a) Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.
- b) Due to the volatility within the commercial chassis supply chain, commercial chassis suppliers are not able to meet their commitments for shipping chassis to our factories, nor are they honoring their quoted prices. Please be aware the commercial chassis quoted price is subject to change by the commercial chassis supplier at any time, without notice. Any increases in price will be passed directly to the end customer.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect



on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately <u>20-22 months</u> of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC 1125 7th Street East St. Paul, MN 55106 City of Mountain Iron Fire Chief Mark Madden 8866 Slate Street Mountain Iron, MN 55768

10. Standard Warranty

The equipment sold herein will be manufactured by Skeeter Brush Trucks. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Skeeter's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Skeeter Brush Truck, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether



oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000 Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000 Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Skeeter.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; € the \ Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.



17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission & electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	CITY OF MOUNTAIN IRON
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC 1125 7th Street East St. Paul, MN 55106

Customer Name City of Mountain Iron Date December 11, 2024

	Chassis Type	Body Type	Contract Price per Unit
1	Ford F550	Skeeter Rescue Brush Truck	\$410,986.00

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title
	
	"

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

<u>"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Skeeter Brush Truck Manufacturing Plant (Hillsboro, TX).</u>

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

(NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party u

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF <u>December 11, 2024</u> BETWEEN MACQUEEN AND <u>City of Mountain Iron</u> (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

	ss listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes	□ No
If not, please provide correct i	name and address to be listed on CO.	
Is there a lienholder? Yes	□ No	
If yes, please provide lienhold	er Name & Address.	



EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

	SEE ATTACHED PROPOSAL OPTION LIST Bid Number 2199 Dated 10/23/2024 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.
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Spec # 2199 Print List

Spec #: 2199 Dealership: MacQueen Chassis: C-4433 (Ford F550 - 4x4 - Diesel - 4 Door 84"

Body:

Job #: Sales Pat

Rep: Sandon
Creation 10/23/2024 Account: Mountain Truck F-550 Rescue-Side

Date: Iron Desc.:

NWCG Type 5 Typing:

CA)

Notes:

Components

#	Component Description	Category	Quantity
C-4433	Ford F550 - 4x4 - Diesel - 4 Door 84" CA	Chassis	1
C-5288	Ford XLT Upgrade	Chassis	1
C-4137	84" Cab to Axle	Chassis	1
C-3478	Cab Paint - Solid - Stock Color	Chassis	1
C-5590	Skeeter Cab Steps - Frame Mounted - Crew Cab	Chassis	1
C-3480	6in Lift Kit - Ford 4x4	Chassis	1
C-3482	Tires/Wheels - Super Single - Continental MPT81 335/80R20	Chassis	1
C-3486	None - No Spare Tire	Chassis	1
C-4171	Tire Pressure Indicator	Chassis	1
C-3496	Front Bumper - Skeeter Aluminum	Chassis	1
C-4087	Front Bumper - Bed Lined Finish	Chassis	1
C-4056	Fog Lights - FRC - SoBrite 6in LED	Chassis	1
C-3497	Skid Plate - Front Bumper - 1/4in Aluminum	Chassis	1
C-4341	Transfer Case Skid Panels- LRG.	Chassis	1
C-3513	Front Winch - 10000lbs - WARN - Portable	Chassis	1
C-4181	Synthetic Winch Rope	Chassis	1
C-3511	Winch Power Plugs, 12V, Quick Disconnect	Chassis	1
C-4148	Winch Recovery Kit	Chassis	1
C-3520	Console - Poly Custom Enclosure	Chassis	1
C-4551	Power Outlets, 12V, Dual 4.8A USB, Cab	Chassis	1
C-3806	None - No Cab Poly	Chassis	1
C-4049	Two (2) Rear SCBA Seats	Chassis	1
C-3533	Radio Install - 1 Radio (Customer Provided)	Chassis	1
C-4003	Install Radio Antennas (Antennas Only)	Chassis	1
C-3535	None - No Intercom System	Chassis	1
C-5180	Camera System - OEM - Rear Camera	Chassis	1
C-3538	None - No GPS Unit	Chassis	1
C-3612	Rear Receiver - Standard - Winch/Rope/Trailer	Chassis	1



5keeter Spec # 2199 Print List

# C-3530	Component Description Trailer Plug - 12V - 7 Pin	Category	Quantity
	_	Chassis	1
C-3900	Bed Liner	Wildland Body	1
C-3551	R100 - Rescue Side, Alum, 138" x 96", 84" CA	Wildland Body	1
C-4276	PAINTED FINISH BODY AND COMPARTMENTS/TRAYS, HOUSINGS	Wildland Body	1
C-3575	Transverse Compartment (Rescue) 18"W	Wildland Body	1
C-4300	Compartment, D/S, Lift-Up Dual Door 72"	Wildland Body	1
C-4301	Compartment, P/S, Lift-Up Dual Door 72"	Wildland Body	1
C-4555	Rear Center Under Body Compt 120"	Wildland Body	1
C-4690	Dividers For Hard Suction - With Slide out Tray	Wildland Body	1
C-3615	Rear Fold Down Step	Wildland Body	4
C-3614	Rear Step, Pull out	Wildland Body	1
C-4432	Recessed/Pocket Step Front and Rear Body	Wildland Body	1
C-4677	Fuel Fill Door	Wildland Body	1
C-4350	SCBA Bottle Storage	Wildland Body	1
C-3837	SCBA Brackets	Wildland Body	4
C-4146	Slide Out Tray, 500lbs max, 16" x 89" Transverse	Wildland Body	1
C-4145	Compartment Slide Out Tray, 250lbs	Wildland Body	2
C-4209	Adjustable Shelf	Wildland Body	5
C-4179	Long Tool Storage	Wildland Body	1
C-4152	Tank Access Ladder	Wildland Body	1
C-3797	NFPA Compliance	Wildland Body	1
C-5477	Discharges, 1.5", Rear, Pre-connect	QRV Plumbing	2
C-3634	400 Gallons, Poly	Wildland Plumbing	1
C-3645	NOWater Tank Sump	Wildland Plumbing	1
C-3659	Water Tank Gauge - Rear	Wildland Plumbing	1
C-4071	Pump Darley, HGE 37V	Wildland Plumbing	1
C-3890	Aux Fire Pump Mtng, Rear Center, Bolted	Wildland Plumbing	1
C-3703	Pump Fuel from Fuel Can (Stainless) Gas Only	Wildland Plumbing	1
C-4163	Pump Panel - Pump Enclosure Mounted	Wildland Plumbing	1
C-3933	Low Water Pressure Cut-Off	Wildland Plumbing	1
C-3686	Pump Cooler, Bypass-To-Tank, 3/8"	Wildland Plumbing	1
C-3839	Thermal Relief Valve	Wildland Plumbing	1
C-4376	Air Blow Out for Winterization	Wildland Plumbing	1
C-4256	Flush Plumbing	Wildland Plumbing	1
C-3706	Manifold, SS (Standard)	Wildland Plumbing	1
C-4733	Valves, S/S, Quarter Turn	Wildland Plumbing	1
C-3897	NH Hose Threads	Wildland Plumbing	1
C-3704	2.5" Pump Intake Plumbing	Wildland Plumbing	1
C-3715	Tank Fill and Cooling Line 1" Water Tank	Wildland Plumbing	1



# C-3708	Component Description Discharge, 2.5", Rear, 2.5"FM x 1.5"M, 1	Category Wildland Plumbing	Quantity
		•	1
C-3712	Discharge, 3/4"GH, Rear, Garden Hose Out	Wildland Plumbing	1
C-3711	Discharges, 1.5" & 2.5, Rear, Pre-connects	Wildland Plumbing	2
C-4016	Hose Reel, Hannay, Cntr Mount Over Transverse	Wildland Plumbing	1
C-3737	Rollers, Hose Reel, Top	Wildland Plumbing	2
C-3726	150 Foot Reel Capacity	Wildland Plumbing	1
C-3925	Hose, Water, 300#, 1" x 150', Kocheck	Wildland Plumbing	1
C-4212	No Sweep Nozzles	Wildland Plumbing	1
C-4211	NO Front Monitor	Wildland Plumbing	1
C-3692	No Foam System	Wildland Plumbing	1
C-3664	NO Foam Tank	Wildland Plumbing	1
C-4079	Pump Test, NFPA Compliant	Wildland Plumbing	1
C-3764	Stop/Tail/Turn Lights, Whelen M6BTT/M6FC	Electrical	1
C-3765	Back up Lights, Whelen M6 Series, LED,	Electrical	1
C-3876	Siren, Electronic, Whelen, 295SLSA6	Electrical	1
C-3747	Siren Speaker (1)	Electrical	1
C-3743	Lightbar, Whelen, Legacy	Electrical	1
C-4563	Lightbar Mount Cab Roof, No Guard	Electrical	1
C-3750	Warning Lights, Whelen, M-6 Series (12)	Electrical	1
C-4927	Headlight Flasher	Electrical	1
C-3751	NO Front Scene Lights	Electrical	1
C-3895	Light Poles, Telescoping, PFH2P Lights	Electrical	1
C-3850	Scene Light, Whelen M6ZC	Electrical	1
C-4363	Body Work Lights, (2)	Electrical	1
C-3504	None - No Bumper Ground Lights	Electrical	1
C-4070	Ground Lights - Chassis - LED Strips - 4Door	Electrical	1
C-3617	Ground Lights, Under Rear Step	Electrical	1
C-3528	Kussmaul 1000 - With Auto-Eject	Electrical	1
C-4192	120v Power Provisions	Electrical	1
C-3598	Door Ajar Light, LED	Electrical	1
C-3912	Tilt Meter	Electrical	1
C-3777	Stripe, Reflective, 3M Diamond Grade, Front Chevron,	Graphics	1
C-3779	Stripe, Reflective, 3M Diamond Grade, Rear Chevron,	Graphics	1
C-3769	Custom Door Graphics	Graphics	1
C-3766	Lettering, Cab, 3" Reflective	Graphics	1
C-3771	Stripe, Cab/Body, Single Reflective, 4"	Graphics	1
C-4196	No Cab Roof Lettering	Graphics	1
C-3774	NO Keep Back Lettering	Graphics	1



5keeter Spec # 2199 Print List

#	Component Description	Category	Quantity
C-3781	NO Nozzles	Wildland Equipment	1
C-3525	Battery Switch, Master Disconnect, CH, R	Required Components	1
C-3759	Fuse Box	Required Components	1
C-3758	Back Up Alarm	Required Components	1
C-3763	License Plate, Mounting	Required Components	1
C-3762	Clearance Lights, LED, DOT	Required Components	1
C-4429	Mud Flaps, Rear Wheels, SEV Logo	Required Components	1
C-3570	Emblems, Skeeter	Required Components	1
C-4022	Drawings	Required Components	1
C-3760	Electrical Harness & Wiring	Required Components	1
C-3780	Capacities Placard, Reflective	Required Components	1
C-3474	Chassis Prep	Required Components	1
C-3630	Final Assembly	Required Components	1
C-3795	Operational Pump Test	Required Components	1
C-3796	12V Electrical Load	Required Components	1
C-3799	Road Test, 10 miles	Required Components	1
C-3800	5-Year Parts & Labor/10-Year Body Integr	Required Components	1
C-4523	Basic Apparatus Labeling	Other	1
C-4335	NFPA 1906 Speed Restriction 68MPH	Other	1
C-3785	Pre-Construction Conference, At Factory	Other	1
C-4269	Final Inspection at Skeeter	Other	1
C-3790	Training, Factory Supplied, Factory loca	Other	1
C-4340	Delivery, Dealer Provided	Other	1
C-3787	Payment Terms, 100% on Delivery and Acce	Other	1
SP-1809	SCBA packs as far back as possible between rear seats. Forward of the rear seats a surface for 2 EMS bags to be strapped down.	Chassis	1
SP-1812	There shall be a hose tray on the front bumper it will hold as much 1 3/4" hose as possible but not exceed 100'.	Chassis	1
SP-1849	The lower 6" of the cab shall be bed lined. The lower part of the body will match the chassis line.	Chassis	1
SP-1810	There shall be a hose bed across the top rear of the body. As deep as practical with 3 dividers.	MP Body	1
SP-1811	One (1) 2" discharge shall be piped to the front bumper area, located on the driver's side area. The discharge shall be piped with flexible 2" hose. The outlet shall terminate with stainless steel or chrome plated brass chicksan swivel outlet with 2" NH male threads.	Wildland Plumbing	1
	A 2" manually operated Akron T handle ball valve shall be installed at the bumper area.		



Component Description Category Quantity
SP-1813 An enclosure around the pump (winterized). Wildland Plumbing 1

There shall be NO diesel motor heater, just the insulation package.



EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 2199 Dated December 11, 2024.						





EM-102-Skeeter

December 11, 2024

Fire Chief Mark Madden City of Mountain Iron 8866 Slate Street Mountain Iron, MN 55768

Subject:

Proposal for one (1) Skeeter Ford F550 Rescue Brush Truck

Specification 2199

Dear Fire Chief Madden,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price - \$410,986.00

Terms and Conditions:

Taxes – Not Applicable

Freight - F.O.B. - Hillsboro, TX / Shipping to Mountain Iron, MN

Terms – Net due prior to vehicle(s) release at the Skeeter Manufacturing Plant

(Hillsboro, TX).

Delivery* - 20 - 22 months from receipt and acceptance of contract.

^{**}Due to the volatility within the commercial chassis supply chain, commercial chassis suppliers are not able to meet their commitments for shipping chassis to our factories, nor are they honoring their quoted prices. Please be aware that the commercial chassis quoted price is subject to change by the commercial chassis supplier at any time, without notice. Any increases in price will be passed directly to the end customer.**

^{*}Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.







Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 952-239-6454 or Patrick.sandon@macqueengroup.com.

We wish to thank the City of Mountain Iron for the opportunity to submit our proposal.

Respectfully,

Patrick Sandon

Patrick Sandon
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

CITY OF MOUNTAIN IRON

CONDITIONAL USE PERMIT []VARIANCE APPLICATION

175-0071-01224

	<u> </u>
Addre	of Owner: Patricia Thornton Signature of Owner: ss: 4634 E. Raymond Rd. Gilbert MN 55741 Date: 11/26/24
577.89 FTTHEN EASEMENT THE THENCE N 89 D THE W R.O.W. W CURVE CONCA	Plat Name: MOUNTAIN IRON LANDS IN THE CITY Section: 13; Township: 58; Range: 18; Lot: -; Block: -; RT OF SE1/4 OF NE1/4 COMM ON SLINE 458.31 FT W OF SE COR THENCE N 12 DEG 37'09" W ALONG E R.O.W. OF DWP RR CEN 75 DEG 55'05" E 365.21 FT TO THE PT OF BEG THENCE N 25 DEG 44'16" W 321.76 FT TO THE SR.O.W. OF 13TH ST SICE E 43.20 FT ALONG A TANGENTIAL CURVE CONCAVE TO THE SRADIUS 921.93 FT & A CENTRAL ANGLE OF 2 DEG 41'05" G 04'26" E ALONG R.O.W OF 13TH ST S21.04 FT TO THE W R.O.W. OF USHWY #53 THENCE S 190.57 FT MORE OR LESS ALONG TH R.O.W. LINE BEING A SPIRAL CURVE CONCAVE TO THE E TO THE PT OF CURVE THENCE S 112.83 FT ALONG A TANGENTIAL E TO THE E RADIUS 1412.31 FT & A CENTRAL ANGLE OF 4 DEG 34'38" THENCE S 75 DEG 55'05" W 48.31 FT TO THE PT OF BEG STONG OF Proposed Use for CONDITIONAL USE PERMIT:
we wa	nt to install a billboard on this property 10 x 25 stacked V Monopole total 500 Sq Ft
this s	ent as to why proposed use will not cause injury to value of adjoining property. rip of land is Zoned commercial and is in a commercial district ent as to how proposed use is to be designed, arranged, and operated in order to permit
	ment and use of neighboring property.
the ar	rea is a Commercialized zoned perfect for a billboard advertising the businesses in
Area fo	which VARIANCE requested: (i.e. setbacks, height, etc)
We ne	ed a variance of 60 feet to install the sign for a total between signs 240 Ft. instead of 300Ft
The pied distant current DOT re	nt addressing the condition of "undue hardship" for which VARJANCE Is requested. ce of land can't be used for anything else on the property, it's too small. So, allowing the from the Adventures Restaurant off premise sign we need a 60 Ft variance to build the sign your ordinance says 300 ft that lot is only 300 ft long so with the setbacks it wouldn't work. The quires only 100ft between signs. We are hoping the board would except a 60 ft variance for this ich blends in with the other see pic.

*Owner is required to submit a vicinity map, drawn to scale, showing owners and adjoining property including all existing or proposed buildings or uses. Use reverse side of this form.

-	OFFICE USE ONLY		
ITEM	ACTION	DATE	INMAL (U
Application Submitted/Paid	sibruted paid	11/26	()
Zoning Administrator R8\liew	reviewed	12/02	(M)
Public Hearing Set	hearing date set 12/23	12/02	70
Hearing Notice Published	published in HTF	12/06	(0)
Planning & Zoning Recommendation (Board of Adiustment and Anneals Rec. I	approved	12/23	0
City Council Action		<u> </u>	
Filed withCounty Recolder			

Conditions Attached		

PERMISSION FOR LAND USE

I, Patricia Thornton

hereby grant permission to Franklin Outdoor Advertising to apply for and obtain necessary permits to place a billboard structure on

my property. On Hwy 53 in Mountain Iron MN PID # 175-0071-01224

Patricia Thornton

Signature MUNICIAN Signature Date 11-26-24



Mountain Iron Planning and Zoning Commission

December 23, 2024

Chairperson Jim Techar called the meeting to order at 6:30 p.m. with the following members present: Margaret Soyring, Barb Fivecoate, Lauren Buffetta, Mayor Peggy Anderson, Jerry Kujala, Zoning Administrator. Absent members: Al Stanaway

It was moved by Fivecoate and seconded by Buffetta to accept the Consent Agenda and minutes of the November 25, 2024, meeting. The motion carried with Stanaway absent.

It was moved by Fivecoate and seconded by Buffetta to close the regular meeting and open the public hearing. The motion carried with Stanaway absent.

The purpose of the Public Hearing is to consider a request by Franklin Outdoor Advertising for a Conditional Use (CUP) and Variance permit. The Variance permit is for installing a sign less than 300 ft. from another sign. The CUP permit is for an off-site sign. The property is legally described as follows:

Parcel Code: 175-0071-01224

PLAT NAME: MOUNTAIN IRON LANDS IN THE CITY

SECTION: -;TOWNSHIP: 58; RANGE:18; LOT:-; BLOCK 13; DESCRIPTION: PART OF SE1/4 OF NE1/4 COMM ON S LINE 458.31 FT W OF SE COR THENCE N 12 DEG 37' 09" W ALONG E R.O.W. OF DWP RR 577.89 FT THENCE N 75 DEG 55' 05" E 365.21 FT TO THE PT OF BEG THENCE N 25 DEG 44' 16" W 321.76 FT TO THE S R.O.W. OF 13TH ST S EASEMENT THENCE E 43.20 FT ALONG A TANGENTIAL CURVE CONCAVE TO THE S RADIUS 921.93 FT & A CENTRAL ANGLE OF 2 DEG 41' 05" THENCE N 89 DEG 04' 26" E ALONG R.O.W OF 13TH ST S 21.04 FT TO THE W R.O.W. OF U S HWY #53 THENCE S 190.57 FT MORE OR LESS ALONG THE W R.O.W. WITH R.O.W. LINE BEING A SPIRAL CURVE CONCAVE TO THE E TO THE PT OF CURVE THENCE S 112.83 FT ALONG A TANGENTIAL CURVE CONCAVE TO THE E RADIUS 1412.31 FT & A CENTRAL ANGLE OF 4 DEG 34' 38" THENCE S 75 DEG 55' 05" W 48.31 FT TO THE PT OF BEG

Address: Mountain Iron, MN 55768

- ➤ Variance: A letter was received from Borealis Brewhouse, 5470 Mountain Iron Drive, Mountain Iron, MN. Those in attendance representing Borealis Brewhouse were Ben Garcia, Matt Norri, Gregory Martinetti and Keny J. Adams. Brad Hagfors was in attendance representing Outdoors Advertising, Clearwater, MN
- > Conditional Use Permit: The same above information pertains.

After a lengthy discussion between all parties involved a conclusion was reached that there were no objections.

It was moved by Fivecoate and seconded by Soyring to adjourn the Public Hearing and return to regular meeting. The motion carried with Stanaway absent.

It was moved by Fivecoate and seconded by Buffetta to recommend the City Council approve the Variance for Franklin Outdoor Advertising to erect an off-site sign 240 ft from an existing sign. The motion carried with Stanaway absent.

It was moved by Fivecoate and seconded by Soyring to recommend the City Council approve a Conditional Use Permit for a 10 x 25 non-digital off-site sign. The motion carried with Stanaway absent.

It was moved by Soyring and seconded by Fivecoate to request the City Council approve the change to Chapter 154 of the City Code:

At 7:25p.m., it was moved by Fivecoate and seconded by Buffetta that the meeting be adjourned. The motion carried with Stanaway absent.

Respectfully submitted by:

Margaret Soyring, Secretary