



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, JUNE 6, 2016

6:30 P.M.

MOUNTAIN IRON COMMUNITY CENTER

MOUNTAIN IRON ROOM

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JUNE 6, 2016 - 6:30 P.M.
A G E N D A**

- I. Roll Call
 - II. Consent Agenda
 - A. Minutes of the May 16, 2016, Regular Meeting (#1-23)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
 - III. Public Forum
 - IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Public Works Director's Report
 - 1. County Road 7 Utility Easement (#24-36)
 - D. Library Director/Special Events Coordinator's Report
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. Planning and Zoning Commission
 - 1. Woodland Estates Plat(#37-38)
 - H. Liaison Reports
 - V. Unfinished Business
 - VI. New Business
 - A. Resolution 29-16 Approving the Issue of G.O. Refunding Bonds (#39-40)
 - B. Seasonal Employees (#41)
 - VII. Communications
 - VIII. Announcements
 - IX. Adjourn
- # Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
May 16, 2016

Mayor Skalko called the City Council meeting to order at 6:30p.m. with the following Council members present: Susan Tuomela, Alan Stanaway, Tony Zupancich, Joe Prebeg, Jr. and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator Michael Downs, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Bryan Lindsay, City Attorney; Sally Yuccas, Librarian Director/Special Events Director; John Backman Sheriff's Department and Rod Flannigan, City Engineer.
Absent:

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

1. Approve the minutes of the May 2, 2016, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period May 1-15, 2016 totaling \$226,476.59 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period May 1-15, 2016, totaling \$329,681.45 (a list is attached and made a part of these minutes).

The motion carried on a roll call vote.

Public Forum:

Mayor's Report:

- Congratulations to 27 graduating Seniors from the Mountain Iron-Buhl Class of 2016 and a "Special Congratulations," to the 15 Honor Students. Graduation will be at Merritt Auditorium, Friday, May 27th at 7pm.
- Congratulation to Matt Niskanen, Mountain Iron-Buhl graduate, and the Washington Capitals for having the best record in National Hockey Association, congratulations on a great year

City Administrator reported on following:

- May 24th, Mountain Iron Community Blood Drive in association with American Red Cross and Mountain Iron Public and Safety Board from 1-6pm, at the Mountain Iron Community Center
- Reminder, the West Two Rivers Campground is now open, complete with its new 18 hole Disc-Golf course. Reservations can be made by calling 735-8831.
- Still availabilities for Coaching positions

The Director of Public Works reported on the following:

- Received three quotes on cable, which is used for underground wire, majority of housing would be used for new housing, from West Virginia addition and Ann's Acres to Woodland Estates.

It was moved by Zupancich and seconded by Tuomela authorizing the City of Mountain Iron staff to order 25,000 feet of electrical wire from Border States for the quote of \$47,250.00, with the wire primarily being used to serve Woodland Estates. The motion carried on roll call vote.

It was moved by Zupancich and seconded by Prebeg authorizing the hiring of Gulbranson Excavating to install the electrical service for Woodland Estates for the quote of \$16,163.40. The motion carried on roll call vote.

Library Director/Special Events Coordinator report:

- Thursday, May 19th at 6pm Merritt Days meeting at Mountain Iron Library
- Tuesday, May 24th at 10:30am, “Anything you wanted to know about Indians, but were afraid to ask.”
- Monday, June 6th “Read to Win” registrations opens at Mountain Iron Library
- Thanks to Friends of the Library for their generous donations

Sheriff’s department:

- No formal or informal report

It was moved by Stanaway and seconded by Prebeg to approve the hiring of the following on call firefighters; Dave Surla, Jeff Cielocha and Brad Glatch pending a pending a physical, drug testing and a background check. The motion carried unanimously.

It was moved by Prebeg and seconded by Zupancich to approve and authorize the Mountain Iron Fire Department to advertise for more on-call firefighters. The motion carried unanimously.

It was moved by Prebeg and seconded by Tuomela to adopt Resolution Number 28-16; approving the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Prebeg and seconded by Stanaway to hire the following as summer temporary employees:

Public Works/Public Utilities:
Peter Anderson Archie Winans
Logan Hultgren Amber Topka
Tasha Mazzeo Nick Pecha
Kennedy Niska

Parks & Recreation:
Riley Wilson Bryce Negen

Library:
Anne Grierson

Coaches:
Laura Petersen Arin Marks Jesse White
Eric Drake Paul Peterson Casey Kintner

Lindsay Lampi
Chris Primeau
Colton Herring

Tatum Primeau
Andrew Dale

Austin Lovaas
Ethan Kangas

Tennis:

Raija Sarich

Angela Otava

The motion carried unanimously.

The Council reviewed the list of communications.

At 6:52p.m., it was moved by Skalko and seconded by Tuomela that the meeting be adjourned. Motion carried with all members present.

Submitted by:



Amanda Inmon
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Annual hearing on unmined iron ore assessments for the year 2016 will be at 10:00 am, Monday, May 23, 2016 in the U.S. Bank Building, 230 1st Street S, Suite 102, Virginia, MN.
2. Mountain Iron Community Blood Drive being held at the Mountain Iron Community Center, Tuesday, May 24th from 1:00-6:00pm

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	212,620.78
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	61.82
MISCELLANEOUS	REIMBURSEMENTS	6.67
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	460.00
LEASES	LEASES	40.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	470.00
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	480.00
BUILDING RENTALS	COMMUNITY CENTER	1,425.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,000.00
CAMPGROUND RECEIPTS	FEES	1,990.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	25.82
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	58.20
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR	147.15
LICENSES	ANIMAL	15.00
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	12.48
METER DEPOSITS	ELECTRIC	150.00
BUILDING RENTALS	SENIOR CENTER	25.00
PERMITS	BUILDING	333.75
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	1,323.00
CD INTEREST	CD INTEREST 101	1,689.35
CD INTEREST	CD INTEREST601	65.82
CD INTEREST	CD INTEREST 602	175.52
CD INTEREST	CD INTEREST 603	43.88
CD INTEREST	CD INTEREST 604	219.40
SPECIAL ASSESSMENTS	SPECIAL ASSESS -BOND MONEY	2,462.80
FINES	CRIMINAL	1,070.15
BUILDING RENTALS	NICHOLS HALL	75.00
Summary Totals:		226,476.59

Check Issue Date(s) 05/17/2016 - 05/17/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/16	05/17/2016	148490	10056	A T & T MOBILITY	604-20200	1,387.80
05/16	05/17/2016	148491	407	ALAN STANAWAY	101-20200	100.00
05/16	05/17/2016	148492	60019	AMANDA INMON	101-20200	864.92
05/16	05/17/2016	148493	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	24.45
05/16	05/17/2016	148494	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	528.10
05/16	05/17/2016	148495	20022	BENCHMARK ENGINEERING INC	602-20200	11,597.22
05/16	05/17/2016	148496	177	BLUHM, BRIAN	101-20200	200.00
05/16	05/17/2016	148497	181	BYCOFSKI, JULIA	101-20200	200.00
05/16	05/17/2016	148498	30084	CARDMEMBER SERVICE	603-20200	5,868.86
05/16	05/17/2016	148499	404	CARE PARTNERS	101-20200	200.00
05/16	05/17/2016	148500	170001	CENTURY LINK	603-20200	301.16
05/16	05/17/2016	148501	30082	CITY OF EVELETH	101-20200	384.60
05/16	05/17/2016	148502	220003	CITY OF VIRGINIA	101-20200	2,684.60
05/16	05/17/2016	148503	130068	CLUB MESABI INC	101-20200	100.00
05/16	05/17/2016	148504	30011	CONVEYOR BELT SERVICE INC	101-20200	25.20
05/16	05/17/2016	148505	50039	EMERGENCY MEDICAL PRODUCTS INC	101-20200	257.20
05/16	05/17/2016	148506	50048	ENERGY INSIGHT INC	604-20200	404.89
05/16	05/17/2016	148507	60026	FASTENAL COMPANY	101-20200	76.43
05/16	05/17/2016	148508	70016	GOPHER STATE ONE CALL INC	604-20200	37.70
05/16	05/17/2016	148509	80022	HAWKINS INC	601-20200	1,044.14
05/16	05/17/2016	148510	80037	HOMETOWN MEDIA PARTNERS	101-20200	1,900.76
05/16	05/17/2016	148511	90026	INDUSTRIAL LUBRICANT COMPANY	101-20200	157.30
05/16	05/17/2016	148512	130041	MESABI BITUMINOUS	101-20200	1,615.00
05/16	05/17/2016	148513	130004	MESABI DAILY NEWS	101-20200	982.75
05/16	05/17/2016	148514	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
05/16	05/17/2016	148515	130005	MESSIAH LUTHERAN CHURCH	101-20200	200.00
05/16	05/17/2016	148516	130002	MIDWAY FORD COMPANY	604-20200	25,777.70
05/16	05/17/2016	148517	179	MIHM, DAWNETTE	101-20200	200.00
05/16	05/17/2016	148518	130116	MINNESOTA CITY/CO MGMT ASSOC.	101-20200	111.60
05/16	05/17/2016	148519	140026	MINNESOTA ENERGY RESOURCES	101-20200	727.26
05/16	05/17/2016	148520	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	3,597.50
05/16	05/17/2016	148521	130009	MINNESOTA POWER (ALLETE INC)	604-20200	93,706.67
05/16	05/17/2016	148522	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	396.90
05/16	05/17/2016	148523	130079	MN ASSOCIATION OF SMALL CITIES	101-20200	1,491.05
05/16	05/17/2016	148524	180	MOUNTAIN IRON-BUHL SCHOOL	101-20200	200.00
05/16	05/17/2016	148525	178	NATURAL HARVEST FOOD COOP	101-20200	200.00
05/16	05/17/2016	148526	140058	NEWSTRIPE INC	101-20200	99.85
05/16	05/17/2016	148527	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	72,610.00
05/16	05/17/2016	148528	140016	NORTHLAND SECURITIES	102-20200	1,600.00
05/16	05/17/2016	148529	150022	OTIS-MAGIE INS, AGENCY INC	101-20200	204.00
05/16	05/17/2016	148530	182	PAULSEN, HEATHER	604-20200	347.81
05/16	05/17/2016	148531	176	PETERSON, RICK	101-20200	200.00
05/16	05/17/2016	148532	160002	PETTY CASH FUND	101-20200	130.87
05/16	05/17/2016	148533	170007	QUILL CORPORATION	101-20200	241.07
05/16	05/17/2016	148534	180022	RANGE CREDIT BUREAU INC	604-20200	24.51
05/16	05/17/2016	148535	180003	RANGE OFFICE SUPPLY	601-20200	86.07
05/16	05/17/2016	148536	180012	RESCO	604-20200	898.98
05/16	05/17/2016	148537	512	SALVATION ARMY	101-20200	200.00
05/16	05/17/2016	148538	190010	SEPPI BROTHERS	101-20200	498.26
05/16	05/17/2016	148539	190045	SERVICE SOLUTIONS	101-20200	23.00
05/16	05/17/2016	148540	190004	SKUBIC BROS INC	603-20200	219.93
05/16	05/17/2016	148541	190054	ST LUKES CLINICS	101-20200	183.10
05/16	05/17/2016	148542	200020	THE TRENTI LAW FIRM	101-20200	5,830.45
05/16	05/17/2016	148543	180027	TNT FIRE PROTECTION	101-20200	84.42
05/16	05/17/2016	148544	200006	TRIMARK INDUSTRIAL	101-20200	23.96
05/16	05/17/2016	148545	210001	UNITED ELECTRIC COMPANY	101-20200	89.36
05/16	05/17/2016	148546	220020	VISA OR AMERICAN BANK CC PMT	101-20200	6,129.92

Check Issue Date(s) 05/17/2016 - 05/17/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/16	05/17/2016	148547	60038	WRIGHT EXPRESS FINAN SERV CORP	603-20200	3,386.63
05/16	05/17/2016	148548	240001	XEROX CORPORATION	101-20200	320.56
05/16	05/17/2016	148549	260002	Z/TECH	101-20200	757.98
05/16	05/17/2016	148550	260005	ZEP MANUFACTURING COMPANY	603-20200	166.96
Totals:						<u>253,407.45</u>
Payroll-PP Ending 5/6/16						<u>61,223.23</u>
Sales & Use Tax-April 2016						<u>15,050.77</u>
TOTAL EXPENDITURES						<u>\$329,681.45</u>



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 28-16

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the St. Louis County Sheriff's Department. Sgt. John Backman, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Jeremy Belleville is appointed as the Authorized Representative's designee.
3. That the City Attorney, Bryan M. Lindsay, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Sharon K. Fredrickson is appointed as the Authorized Representative's designee.
4. That Gary Skalko, the Mayor for the City of Mountain Iron, and Craig Wainio, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF MAY, 2016.

ATTEST:

City Administrator



Mayor Gary Skalko

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mountain Iron on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bryan Lindsay, City Attorney, 225 N 1st Street, 1000 Lincoln Building, PO Box 958, Virginia, MN 55792, (218) 749-1962, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

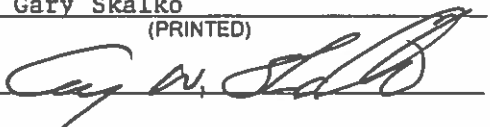
12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

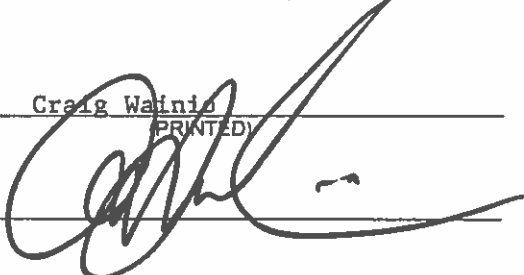
Name: Gary Skalko
(PRINTED)

Signed: 

Title: Mayor
(with delegated authority)

Date: 5-18-16

Name: Craig Wainio
(PRINTED)

Signed: 

Title: City Administrator
(with delegated authority)

Date: May 16, 2016

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

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

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. **“Subscriber”** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: Gary Skalko
(PRINTED)

Signed: 

Title: Mayor
(with delegated authority)

Date: 5-18-16

Name: Craig Vainio
(PRINTED)

Signed: 

Title: City Administrator
(with delegated authority)

Date: May 19, 2016

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COUNCIL LETTER 0606316-C1

PUBLIC UTILITIES

EASEMENT

DATE: June 2, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff has been working with Minnesota Power and RGGGS to secure an easement along the west side of County Road 7 to provide primary power to the Woodland Estates development. Enclosed is the final piece of that process, the easement with RGGGS. The cost of the easement is \$8500. It is recommended that the City Council approve the between the City of Mountain Iron and RGGGS land & Minerals.

EASEMENT

THIS EASEMENT is made effective as of this, the _____ day of _____, 2016, by
and between:

RGGS Land & Minerals, LTD., L.P., a Delaware limited partnership, with
an address of PO Box 1266, Virginia, Minnesota 55792
(hereinafter "Grantor"),

and

City of Mt. Iron, with an address of 8586 Enterprise Drive South, Mt. Iron,
Minnesota 55768 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantee has requested an Easement as identified hereinbelow from Grantor, which
Easement shall run within Grantor's property for the specific purpose(s) identified and discussed herein;

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein
contained, and intending to be legally bound hereby, the parties hereto do agree as follows:

Section 1 -- Granting Clause / Purpose.

- (A) Grantor does hereby grant and convey unto Grantee, its successors, and assigns, to the
extent of ownership of Grantor a non-exclusive Easement Fifty (50) feet in width upon,
over, under and across the following described parcels (hereinafter "Premises") situated
in St. Louis County, Minnesota, with the specific easement area depicted on the attached
Exhibit A:

Across that part of the following descriptions:

The Southeast Quarter of the Northwest Quarter (SE ¼-NW ¼) and the Northeast Quarter of the Southwest Quarter except the South Half of the South Half (NE ¼-SW ¼ exc. S ½-S ½) of Section Thirteen (13), Township Fifty-eight (58) North, Range Eighteen (18) West of the Fourth Principal Meridian according to the United States Government Survey thereof as shown on Exhibit A attached hereto and made a part hereof:

TOGETHER with the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the Grantee, its successors and assigns, forever, subject to and together with all the terms and conditions as hereinafter set forth.

(B) The purpose of this easement is to provide a right of way to survey, construct, establish, operate, maintain, use, or remove underground electrical lines consisting of three single underground electrical 7970/13800 volt distribution circuits and appurtenances on Grantor's property as described.

(C) Grantee shall also have the right to trim and/or cut such trees and brush located on the premises as may interfere with the construction or endanger the safety or property maintenance and operation of said electrical lines. However, Grantee shall promptly pay Grantor, its successors and assigns, for the appraised value of all pre-merchantable and/or merchantable timber cut, trimmed, or damaged by Grantee in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase cutting agreements entered into by Grantor and a third party. No trees, limbs, or timber lying outside said easement may be cut or trimmed without Grantor's consent, unless such tree, limb, or timber poses a material risk to persons or property.

(D) Grantee shall have the right of ingress and egress over other adjacent land of Grantor as may be reasonably necessary for the exercise by Grantee of its rights granted hereunder, but Grantor reserves the right, if it so desires, to designate from time to time the route or routes of such ingress and egress.

(E) Grantee shall promptly pay Grantor for all damages to the surface and appurtenances of the Premises and to any other lands and appurtenances of the Grantor's including but not limited to damages to: wetlands, trees (merchantable and pre-merchantable), crops, fences, livestock, roads, fields or other properties of any kind caused by or arising out of the construction, maintenance or operation of said electrical lines on the Premises or on any adjacent or contiguous lands under the control of, or being operated by, the Grantee and owned by the Grantor.

(F) Grantee, in the exercise of the rights herein granted, shall cause no interference with operations of Grantor; and Grantor, for itself, its successors and assigns, reserves the right to cross at grade and/or above or below the surface of the Easement for the installation, operation, use, repair, replacement and removal of roads and railroads, of water, sewer, gas, steam and other utility pipes, conduits and lines and other means for the transmission of electricity, telephone messages and other means of communications upon condition, however, (1) that the exercise of any of said rights by Grantor shall cause no unreasonable interference with said electrical lines and any rights granted to others shall not be superior to the rights granted hereunder, and (2) that the character or installation of such electrical lines, wires or cables shall be in accordance with the reasonable requirements of Grantee.

(G) This Easement shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and Grantor as used herein, shall apply to and include its subsidiary and associate companies so far as the reservation of future rights to it hereunder is concerned.

(H) Grantor shall pay ad valorem taxes on said land and its interest therein. Grantee shall pay taxes, if any, on all structures, improvements and equipment of every kind which it installs or places on said land. Grantor, its successors and assigns, shall not be assessed for any construction or improvement assessments or any assessment charges of any kind related to the improvements or activities related to the granting of this Easement. Should Grantor be required by taxing authorities to pay any taxes which Grantee is obligated to pay, Grantee shall promptly upon demand reimburse Grantor for such taxes, together with any interest and penalties thereon paid by Grantor, provided that Grantor provides Grantee reasonable notice and opportunity to pay or contest the payment of said taxes.

Section 2 -- Payments by Grantee.

(A) By delivery of this executed Agreement to Grantee, Grantor acknowledges receipt and sufficiency of Eight thousand five hundred dollars (\$8,500.00) and other good and valuable consideration.

(B) Grantee is solely responsible for the cost of recording this instrument, which cost shall include, but not be limited to, recording fees, transfer tax(es), or any other cost associated with the recording of this instrument, if any.

Section 3 -- Indemnification.

(A) Except to the extent caused by Grantor's gross negligence or willful misconduct, Grantor shall not be liable to Grantee for any claims for personal injuries, deaths, or property damages which may accrue on account of the construction, operations or maintenance of said electrical lines on said premises. In the exercise of its rights hereunder, *Grantee agrees to indemnify, defend and hold harmless Grantor, including its subsidiaries, facilities, employees, successors and assigns, directors, partners, officers and agents* from and against any and all liabilities, including but not limited to any and all environmental liabilities, reclamation liabilities, losses, claims, costs, demands, damages, suits, actions, judgments, or expenses, including but not limited to attorney fees, court costs, consultant fees and other legal costs arising out of or occasioned by public charges, penalties, or any personal injury, death, or property damage or any other damages of whatever kind or nature whatsoever arising out of or resulting from, or in any way associated with the activities described herein of Grantee, its employees, agents, invitees, successors, and assigns or the activities of any other party or entity whatsoever, directly or indirectly, against Grantor.

(B) *Grantee further agrees to indemnify, defend and hold harmless Grantor, including its subsidiaries, facilities, employees, successors, assigns, directors, partners, officers and agents* from and against any and all claims, suits, expenses and costs, including court costs, attorneys' fees and other legal costs, from any environmental liability or damages arising or resulting from or caused by the activities herein described.

(C) If Grantee bears witness to or receives information from any third party of personal injury, property damage, or environmental release occurring at or adjoining the Premises, Grantee shall provide Grantor with immediate notice of any such event.

(D) The obligations set forth in this Section shall continue after the termination of this Easement as to any matters that occurred during or resulted from the term of this Easement.

Section 4 -- Title.

(A) The granting of this Easement is made subject to mining, oil and gas rights heretofore conveyed or excepted and reserved in instruments of record; or apparent upon inspection.

GRANTOR RGGS LAND & MINERALS, LTD, L.P., FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS, HEREBY RESERVES ALL MINERALS, INCLUDING SAND, GRAVEL, AND ANY OTHER NATURAL SUBSTANCE HAVING SUFFICIENT VALUE TO BE MINED, QUARRIED, OR EXTRACTED FOR ITS OWN SAKE OR FOR ITS OWN SPECIFIC USE, TOGETHER WITH RIGHT TO ENTER ON, EXPLORE FOR, DIG, MINE, AND RECOVER THE SAME.

(B) Grantor makes no warranty of title to the Premises as described herein, and Grantee hereby accepts this Easement subject to any adverse interest of third parties therein, whether known or unknown, recorded or unrecorded. Further, it is understood and agreed that this Agreement is subject to any and all highway, railroad, and other public or private rights or Easements, existing in or across the Premises or any part thereof, and to the rights of any person or other party who may have any interest in the Premises, including any minerals therein. Specifically, Grantee acknowledges that said Easement is within an Easement granted to Minnesota Power & Light Company by Easement document dated January 1, 1984 and recorded as Document 461312 in St. Louis County Register of Titles and as document 381667 in St. Louis County Office of Recorder. As required by said Document, Grantee has provided written approval for said Easement by LICENSE AGREEMENT FOR UNDERGROUND CROSSING AND PARALLELING OF 115KV NUMBER 58 LINE signed by Minnesota Power (May 12, 2016) and City of Mt. Iron (May 3, 2016).

Section 5 -- Termination (Release / Relinquishment).

(A) In the event Grantee, its successors or assigns cease to use the Easement granted herein, or any part(s) thereof, for the purposes identified and discussed herein for a period of one year, all rights, title, and interest of Grantee therein will *pro tanto* cease and terminate, and Grantee will, at the request of Grantor, its successors, and assigns, execute a release running to Grantor, its successors and assigns, evidencing the Grantee's relinquishment of its interest in said Easement.

(B) Other provisions of this Easement notwithstanding, should Grantee violate any covenants of this Easement and fail for thirty (30) days after receipt from Grantor of written notice thereof to remedy such violation, Grantor may thereafter terminate this Easement on written notice delivered to Grantee not less than thirty (30) days prior to the effective day of termination.

(C) The surface of said land shall be maintained at all times by Grantee in a condition reasonably satisfactory to Grantor. Upon termination of this Easement from any cause whatsoever,

Grantee shall remove said electrical lines and shall restore the surface of said land to a condition reasonably satisfactory to Grantor, in default of which, Grantor may itself remove said electrical lines and restore the surface of said land, but at the expense of Grantee.

(D) Grantor, its successors and/or assigns, specifically reserves the right to terminate this Easement and Grantee, its successors and assigns, hereby agree to immediately cease its use of the Easement granted herein, or any part(s) thereof, and relinquish same to Grantor, in order to allow Grantor, its successors and/or assigns, to mine for and recover any mineral and/or any other natural substance (excluding sand and gravel), including without limitation to iron ore, having sufficient value to be mined, quarried, or extracted for its own sake or for its own specific use. Termination pursuant to the provisions of this Section or pursuant to any Section hereunder shall be effected upon written notice from Grantor to grantee via United States first class certified mail, postage prepaid, email, or via facsimile transmission as follows:

If to Grantor:

RGGS Land & Minerals, LTD., L.P.
PO Box 1266
Virginia, Minnesota 55792
Facsimile: (218) 749-1294
Email: llindholm@sginterests.com

If to Grantee:

City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, Minnesota 55768
Facsimile: (218) 748-7573
Email: cwainio@ci.mountain-iron.mn.us

With a copy to:

RGGS Land & Minerals, LTD., L.P.
100 Waugh Drive, Suite 400
Houston, Texas 77007
Facsimile: (713) 951-0191
Email: dclark@sginterests.com

Section 6 -- Liens.

(A) Grantee agrees to protect Grantor and the lands of Grantor from and against all liens in any way arising out of any act or default upon Grantee's part.

(B) Grantee shall not suffer or permit any mechanics' or materials men's liens to be filed against said land by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Grantee or any contractor or subcontractor of Grantee. If

any mechanics' or materials men's lien is filed against said land, then Grantee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish Grantor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to Grantor. If Grantee learns of any claim or action pertaining to mechanics' or materials men's liens with respect to said land. Grantee shall give prompt notice of the same to Grantor at the address identified herein.

Section 7 -- Compliance with Laws.

(A) In conducting its activities hereunder, Grantee will, at its sole expense and effort, comply with all past, present, and future laws, ordinances, permits, rules and regulations, enacted by any federal, state, county, or municipal governmental agency having jurisdiction or control over any activity, including reclamation and/or pollution, environmental or otherwise, occurring upon the Premises. Grantee further agrees, if necessary, to obtain all permits for its activities hereunder at its sole expense and to comply with all such permits. Grantee shall provide Grantor with copies of said permit(s) and any and all associated documents, maps, and plans.

(B) Grantee will immediately notify Grantor of any violation, notice, warning, and/or visit received from any environmental governmental agency which may be received for any reason whatsoever.

(C) Grantor retains the right to make periodic inspections of the Premises to ensure Grantee's compliance with the terms and conditions of this Agreement

Section 8 -- Amendment.

This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this Agreement (or any part or parts, including this paragraph) has been made other than by a written instrument so executed.

Section 9 -- Assignment.

Grantee may not transfer or assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of Grantor. Additionally, Grantor and

Grantee do not intend to, nor do they, create any rights in any third party or person not a signatory to this Agreement.

Section 10 -- Construction.

This Agreement shall be governed by and performed in accordance with the laws of the State of Minnesota.

Section 11 -- Counterpart.

This Easement may be signed in one or more counterparts, and by facsimile or email transmission, all of which shall be treated as one and the same original Easement. Each party shall provide an executed copy to the other.

Section 12 -- Miscellaneous

(A) Notices required hereunder shall be effected upon written notice via United States first class certified mail, postage prepaid, email, or facsimile transmission as follows:

If to Grantor:

RGGS Land & Minerals, LTD., L.P.
PO Box 1266
Virginia, Minnesota 55792
Facsimile: (218) 749-1294
Email: llindholm@sginterests.com

If to Grantee:

City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, Minnesota 55768
Facsimile: (218) 748-7573
Email: cwainio@ci.mountain-iron.mn.us

With a copy to:

RGGS Land & Minerals, LTD., L.P.
100 Waugh Drive, Suite 400
Houston, Texas 77007
Facsimile: (713) 951-0191
Email: dclark@sginterests.com

All notices shall be effective when received by the party to whom addressed. Either party may by such a notice to the other party designate a different addressee to whom or address to which any such notice shall be sent.

(B) This Easement covers all of the agreements and stipulations between the parties with respect to the subject matter hereof, and no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, Grantor, RGGGS Land & Minerals, LTD., L.P., has caused this instrument to be executed in its limited partnership name by Russell D. Gordy, President of RGGGS Land & Minerals, LTD., L.P., who is duly-authorized to execute this instrument on behalf of said corporation as of the date identified herein.

GRANTOR: RGGGS Land & Minerals, LTD., L.P.

By: Gordy Oil Company, a Texas Corporation

Its: General Partner

Dated: _____

By: _____
Russell D. Gordy, President

GRANTEE, City of Mt. Iron hereby accepts this instrument in accordance with the terms and conditions contained herein.

GRANTEE: City of Mt. Iron

By: _____

Dated: _____

Title: _____

STATE OF TEXAS :
 : SS:
COUNTY OF HARRIS :

ON THIS, the ____ day of _____, _____, before me, a notary public for said County and State, personally appeared Russell D. Gordy, who acknowledged himself to be President of Gordy Oil Company, a Texas corporation, general partner of RGGGS Land & Minerals, LTD., L.P., a Delaware Limited Partnership and, as such, he is duly-authorized to execute the foregoing Easement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(SEAL)
Notary Public

My Commission Expires:

STATE OF MINNESOTA :
 : SS:
COUNTY OF _____ :

ON THIS, the ____ day of _____, _____, before me, a notary public for said County and State, personally appeared _____, who acknowledged that he executed the foregoing Easement for the purposes therein contained.

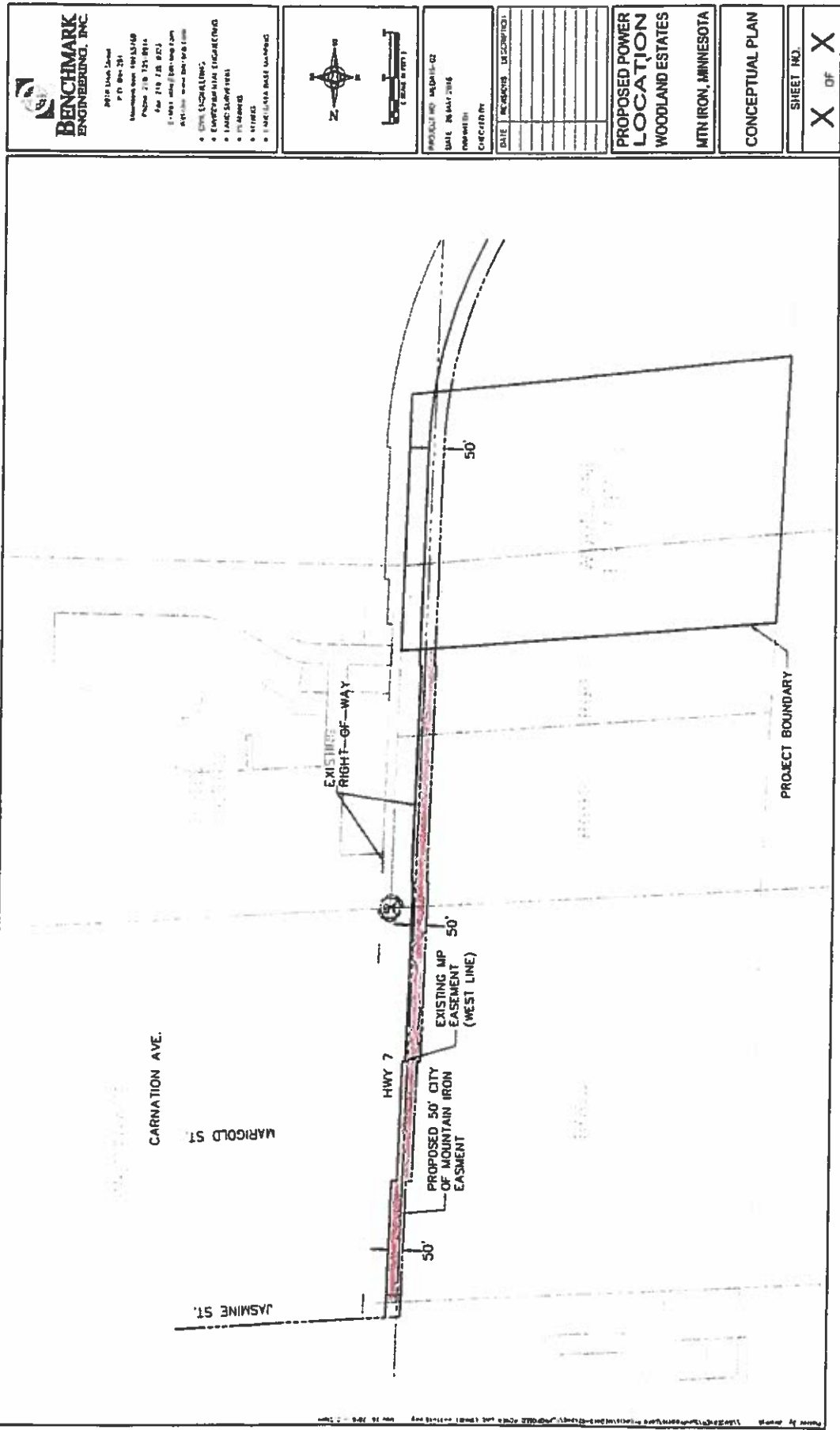
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(SEAL)
Notary Public

My Commission Expires:

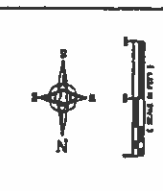
EXHIBIT A

Exhibit A



BENCHMARK ENGINEERING, INC.
 2018 Lincoln Center
 P.O. Box 251
 Mountain Iron, MN 55121
 Phone: 719.725.8114
 Fax: 719.725.8223
 E-mail: info@benchmarkeng.com
 Website: www.benchmarkeng.com

• CIVIL ENGINEERING
 • ENVIRONMENTAL ENGINEERING
 • LAND SURVEYING
 • PLANNING
 • UTILITY
 • LAND USE BASE PLANNING



PROJECT NO.	18-001-02
DATE	DECEMBER 2018
PROJECT	MTN IRON
CHECKED BY	
DATE	
REVISIONS	
DESCRIPTION	

PROPOSED POWER LOCATION
WOODLAND ESTATES
MTN IRON, MINNESOTA

CONCEPTUAL PLAN
 SHEET NO. **X** OF **X**

COUNCIL LETTER 060616-G1

PLANNING AND ZONING COMMISSION

PLAT

DATE: June 2, 2016

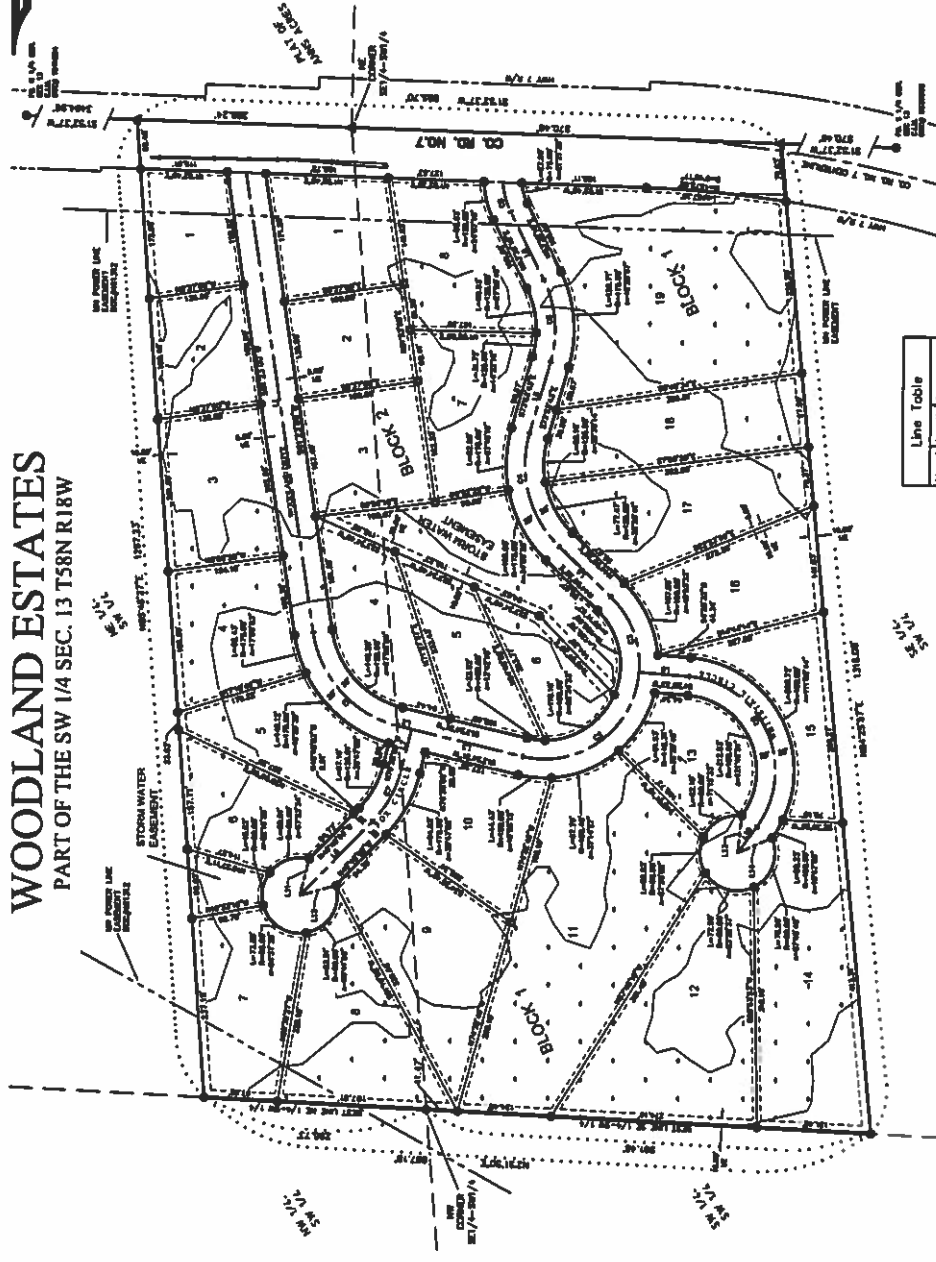
FROM: Planning and Zoning Commission

Craig J. Wainio
City Administrator

The Planning and Zoning Commission has reviewed the plat for the proposed Woodland Estates development and recommends to the City Council that the plat be approved.

WOODLAND ESTATES

PART OF THE SW 1/4 SEC. 13 T58N R18W



Curve #	Length	Radius	Delta
C1	177.84	150.00	87.98707°
C2	215.89	125.00	89.9914°
C3	182.75	150.00	87.9871°
C4	182.75	150.00	87.9871°
C5	111.18	150.00	87.9871°
C6	43.28	150.00	87.9871°
C7	86.56	150.00	87.9871°
C8	182.75	150.00	87.9871°

Line #	Length	Bearing
L1	814.79	S87°23'00"W
L2	17.28	S72°45'31"W
L3	132.29	S72°45'31"W
L4	88.87	N42°59'21"E
L5	86.57	S72°45'31"E
L6	100.89	N62°39'07"E
L7	54.88	N79°20'09"W
L8	137.85	N49°49'07"W
L9	87.34	S42°33'37"E
L10	43.28	N63°54'38"W
L11	80.00	S79°49'07"E
L12	80.00	S79°49'07"E
L13	80.00	S87°47'28"E
L14	80.00	S27°47'28"E

BENCHMARK ENGINEERING, INC.

PLAT DEDICATION

I, the undersigned, do hereby dedicate to the public use of the State of Missouri the following described land, to-wit:

Block 1, Block 2, Block 3, Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, and Block 18.

Witness my hand and seal this 15th day of May, 2010.

 Anthony [Name], President
 CITY OF [Name]

 [Name], Chairman of Board
 CITY OF [Name]

 [Name], Mayor
 CITY OF [Name]





**City of Mountain Iron, Minnesota
Refunding of the City's
\$1,455,000 General Obligation Improvement Bonds, Series 2007A**

Issuance of \$580,000 General Obligation Improvement Bonds, Series 2016A (based upon preliminary interest rates)

- The bonds will current refund the 2018-2028 maturities of the City's General Obligation Improvement Bonds, Series 2007A on February 1, 2017.
- The NEW bonds will mature annually on February 1.

Preliminary Refunding Analysis

<i>Bond Size</i>	\$ 580,000
<i>Final Maturity of 2007A Bonds</i>	2028
<i>Final Maturity NEW Bonds</i>	2028
<i>Average Coupon 2007A Bonds</i>	4.36%
<i>Average Coupon NEW Bonds</i>	1.87%
<i>Total Net Debt Service Reduction</i>	\$ 55,769
<i>Total Net Present Value Savings</i>	\$ 50,103
<i>Average Annual Debt Service Savings</i>	\$ 5,065
<i>Net Present Value Savings %</i>	7.95%

George Eilertson, Sr. Vice President
800-851-2920 612-851-5906
geilertson@northlandsecurities.com

Northland Securities, Inc. 45 South 7th Street, Suite 2000, Minneapolis, MN 55402 Toll Free 800-851-2920 Main 612-851-5900 Fax 612-851-5917
www.northlandsecurities.com

Member FINRA and SIPC



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 29-16

APPROVING THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT REFUNDING BONDS, SERIES 2016A

BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered general obligation improvement refunding bonds in the total aggregate principal amount not to exceed \$600,000 (herein, the "Bonds"). The proceeds of the Bonds will be used, together with any additional funds of the City which might be required for (i) a current refunding of all or a portion of the February 1, 2018 through 2028 maturities, aggregating up to \$555,000 in principal amount, of the City's General Obligation Improvement Bonds, Series 2007A, dated September 1, 2007 as date of original issue, and (ii) to pay the costs associated with issuing the Bonds.
2. The City Council desires to proceed with the sale of the Bonds by direct negotiation with Northland Securities, Inc. ("NSI"). NSI will purchase the Bonds in an arm's-length commercial transaction with the City.
3. The Mayor and the City Administrator are hereby authorized to approve the sale of the Bonds in an aggregate principal amount not to exceed \$600,000 and to execute a bond purchase agreement for the purchase of the Bonds with NSI, provided the total net savings is at least \$40,000.
4. Upon approval of the sale of the Bonds by the Mayor and the City Administrator, the City Council will take action at its next regularly scheduled or special meeting thereafter to adopt the necessary approving resolutions as prepared by the City's bond counsel.
5. NSI is authorized to prepare an Official Statement related to the sale of the Bonds.
6. If the Mayor and City Administrator have not approved the sale of the bonds to NSI and executed the related bond purchase agreement by December 31, 2016, this resolution shall expire.

DULY ADOPTED BY THE CITY COUNCIL THIS 6th DAY OF JUNE, 2016.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 060616-IVB

PARKS & RECREATION

SUMMER WORKERS

DATE: June 2, 2016

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

Staff is seeking City Council approval to hire the following as summer temporary employees:

Coaches:

Jill Glumac

Coty Ellis

Jen Tiedeman