

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, OCTOBER 3, 2016 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
  - II. Consent Agenda
    - A. Minutes of the September 19, 2016, Regular Meeting (#1-5)
    - 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. Director of Public Works Report
    - D. Library Director/Special Events Coordinator's Report
    - E. Sheriff's Department Report
    - F. City Engineer's Report
      - 1. Pay Request Number 1 – Trail Project (#6-8)
      - 2. Pay Request Number 1 – Woodland Estates (#9-11)
      - 3. Pay Request Number 1 – Garden Drive (#12-14)
    - G. Personnel Committee
      - 1. Social Media Policy (#15-26)
      - 2. Fire/EMS Social Media Policy (#27-29)
      - 3. Computer Use Policy (#30-35)
      - 4. Accept Resignation (#36)
      - 5. Authorize Posting and Advertisement (#37)
    - H. Liaison Reports
  - V. Unfinished Business
  - VI. New Business
    - A. Resolution Number 41-16 Ordering a Hearing (#38-40)
    - B. Resolution Number 42-16 Land Sale (#41-46)
    - C. Resolution Number 43-16 Bond Sale (#47-71)
  - VII. Communications
  - VIII. Announcements
  - IX. Adjourn
- # Page Number in Packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
September 19, 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; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; City Attorney, Bryan Lindsay; John Backman Sheriff's Department and Rod Flannigan, City Engineer.

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

1. Add the following items to the agenda:
  - IV. B. 3. Resolution #40-16 BLANDIN Community Broadband
2. Approve the minutes of the September 7, 2016, regular meeting as submitted.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period September 1-15, 2016 totaling \$ 211,718.52(a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period September 1-15, 2016, totaling \$324,890.98 (a list is attached and made a part of these minutes).

The motion carried on a roll call vote.

Public Forum:

- No one spoke during the forum.

Mayor's Report:

- Condolences to Rod Flannigan and his family on the passing of his mother
- Best wishes and get well soon Steve Skogman, active board member on several City of Mountain Iron Boards
- Congratulations to employee Lisa Stevens and her husband Rick Stevens on their new baby girl, Paisley Rae
- West Two Rivers Campground closed September 18th, big thanks to Stacey Johnson and her family for doing such a wonderful job as caretaker of the campgrounds
- Saturday, September 10<sup>th</sup>, Congratulations to those individuals which were inducted into the Mountain Iron-Buhl Honorary Hall of Fame
- Thank you to the Councilors and City Administrator on maintaining a Zero Levy, Saint Louis County is proposed an 8.5% increase

City Administrator reported on following:

The City received a grant from the Department of Health, to receive a new Flow-monitors and Static level meters for the Water Department.

Received the property description for the land behind Garden Drive North, from Rod Flannigan at Benchmark Engineering, next meeting Resolution will be made calling for a hearing to vacate that part of the area, still in progress.

It was moved by Prebeg and seconded by Stanaway to authorize Lisa Steven's to remain on staff as a permanent full-time employee at the expiration of her probationary period. The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize maternity leave for Lisa Stevens under the Family Medical Leave Act (FMLA), for a period of up to 12 weeks. The motion carried.

It was moved by Zupancich and seconded by Tuomela to approve Resolution #40-16; authorizing the City of Mountain Iron to participate in the BLANDIN Community Broadband Program's (BCBP) cohort of Iron Range BLANDIN Broadband Communities Project, pending application is selected for funding by IRRRB and Blandin Foundation. The motion carried.

Sherriff's report:

- No formal or informal report

City Attorney's report:

- Nothing to report

City Engineer report:

- Nothing to report, unless there are questions

It was moved by Skalko and seconded by Prebeg to approve the Utility easement along the eastern boarder of South Grove with Mrs. Berglund, (The West 40.00 feet of the SE ¼ of NE ¼, Section 15, Township 58 North, Range 18 West), consisting of a drainage ditch and grass based-maintenance platform access, not to exceed the cost of \$14,160; for utility maintenance purposes. The motion carried.

It was moved by Zupancich and seconded by Prebeg for the City of Mountain Iron staff to get quotes for grass based-maintenance platform access. The motion carried.

It was moved by Stanaway and seconded by Prebeg to approve Resolution #38-16; approving the application from the YMCA for the Property Assessed Clean Energy (PACE) program. This authorizes the City of Mountain Iron to finance energy improvements using special assessments on residential, commercial and industrial properties, in conjunction with the Port Authority of the City of Saint Paul. The motion carried.

It was moved by Zupancich and seconded by Stanaway to approve Resolution #39-16; authorizing the submittal of a grant application to the IRRRB and accept funds, to assist with the Mountain Iron's portion of the 2017 Highway 169 reconstruction project. In 2017 MNDoT will be reconstructing Highway 169 from Hoover Road to County Road 109 and as part of the project the Highway 169/County Road 7/ Enterprise Drive North intersection will be redesigned. Mountain Iron is partnering with MNDoT and St.

Louis County on the intersection project and therefore will be responsible for the Enterprise Drive North portion of the intersection. The motion carried.

It was moved by Prebeg and seconded by Stanaway to authorize Sundberg Enterprises, LLC; dba The Sawmill Saloon and Restaurant to serve alcohol at an event on October 8<sup>th</sup> at the Mountain Iron Community Center. The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize the Soroptimist of Virginia's 1 to 4 Day Temporary On-sale Liquor License, for their "Chick Flick Movie Night," Fundraiser at the Cinema 6 Movie Theatre on October 19<sup>th</sup>. The motion carried.

It was moved by Prebeg and seconded by Stanaway to donate \$200 to the YMCA for their 2<sup>nd</sup> Annual "Mother-Son Dance," out of the Charitable Gambling Fund, to be held on Saturday, November 5<sup>th</sup> at the Mountain Iron Community Center. The motion carried on a roll call vote.

At 7:13 p.m., it was moved by Skalko and seconded by Zupancich that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon  
Municipal Services Secretary

[www.mtniron.com](http://www.mtniron.com)

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	156,493.35
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	84.51
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	39,591.62
PERMITS	SPECIAL EVENTS	25.00
BUILDING RENTALS	NICHOLS HALL	50.00
MISCELLANEOUS	REFUSE-SALE OF SCRAP METAL	28.60
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	16.75
MISCELLANEOUS	REIMBURSEMENTS	350.94
METER DEPOSITS	ELECTRIC	1,200.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	500.00
BUILDING RENTALS	SENIOR CENTER	100.00
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,577.25
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	367.28
SPECIAL ASSESSMENTS	SPECIAL ASSESS -BOND MONEY	6,650.09
CAMPGROUND RECEIPTS	FEES	3,860.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	285.68
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	115.80
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
MISCELLANEOUS	SPEC. EVENT-FUNDS NOT USED-CR	110.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	51.65
LICENSES	ANIMAL	20.00
BUILDING RENTALS	COMMUNITY CENTER	100.00
PERMITS	BUILDING	100.00
Summary Totals		<u>211,718.52</u>

Check Issue Date(s) 09/21/2016 - 09/21/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/16	09/21/2016	149105	10056	A T & T MOBILITY	101-20200	1,163.61
09/16	09/21/2016	149106	10030	AMERICAN PUBLIC POWER ASSN	604-20200	1,288.38
09/16	09/21/2016	149107	10006	ANDERSON AUTO CENTER (DBA)	101-20200	189.17
09/16	09/21/2016	149108	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	52.36
09/16	09/21/2016	149109	324	BAILEY KNUTI	601-20200	127.68
09/16	09/21/2016	149110	20055	BARNES & NOBLE BOOKSELLERS	101-20200	134.14
09/16	09/21/2016	149111	20022	BENCHMARK ENGINEERING INC	301-20200	26,723.51
09/16	09/21/2016	149112	30084	CARDMEMBER SERVICE	603-20200	6,679.20
09/16	09/21/2016	149113	336	CAROLYN BUCHANAN	604-20200	78.46
09/16	09/21/2016	149114	170001	CENTURY LINK	101-20200	393.59
09/16	09/21/2016	149115	30083	CITY OF VIRGINIA	101-20200	56.49
09/16	09/21/2016	149116	325	CLIFFORD OLSON	604-20200	307.39
09/16	09/21/2016	149117	40060	DELTA DENTAL OF MINNESOTA	101-20200	1,991.00
09/16	09/21/2016	149118	337	DOROTHY BRULE	604-20200	136.46
09/16	09/21/2016	149119	50037	EDWARDS OIL COMPANY	602-20200	440.77
09/16	09/21/2016	149120	329	ELAINE NYSTROM	604-20200	84.87
09/16	09/21/2016	149121	340	ERDINE WALLNER	604-20200	97.82
09/16	09/21/2016	149122	30023	J P COOKE COMPANY	101-20200	79.01
09/16	09/21/2016	149123	339	JENNIFER COLDAGELLI	604-20200	132.07
09/16	09/21/2016	149124	100027	JK MECHANICAL CONTRACTORS INC	602-20200	391.00
09/16	09/21/2016	149125	333	JOSEPH ADAMS	604-20200	89.17
09/16	09/21/2016	149126	332	KATHY SELLNER	604-20200	271.81
09/16	09/21/2016	149127	331	KELLY VOGEL	604-20200	290.36
09/16	09/21/2016	149128	1217	L & M SUPPLY	101-20200	5,000.00
09/16	09/21/2016	149129		Information Only Check	101-20200	00.00 V
09/16	09/21/2016	149130	120006	L & M SUPPLY	604-20200	1,881.98
09/16	09/21/2016	149131	120032	LAKE COUNTRY POWER	101-20200	429.00
09/16	09/21/2016	149132	338	LAUREN DESILVA	604-20200	133.49
09/16	09/21/2016	149133	120012	LIBRARY STORE	101-20200	20.81
09/16	09/21/2016	149134	130164	MARKS, JEFF	604-20200	112.72
09/16	09/21/2016	149135	326	MATTHEW ENTNER	604-20200	298.06
09/16	09/21/2016	149136	130004	MESABI DAILY NEWS	101-20200	484.25
09/16	09/21/2016	149137	335	MIKE GRANLEY	604-20200	108.28
09/16	09/21/2016	149138	140026	MINNESOTA ENERGY RESOURCES	602-20200	605.62
09/16	09/21/2016	149139	130009	MINNESOTA POWER (ALLETE INC)	604-20200	93,452.34
09/16	09/21/2016	149140	130015	MOUNTAIN IRON PUBLIC UTILITIES	604-20200	16,204.53
09/16	09/21/2016	149141	140055	NORTHERN VISUAL SERVICES LLP	601-20200	49.60
09/16	09/21/2016	149142	140070	NP SOLAR DEVELOPMENT LLC	101-20200	500.00
09/16	09/21/2016	149143	40032	OFFICE OF MN.IT SERVICES	101-20200	478.44
09/16	09/21/2016	149144	328	RICKY MULTON & KATIE GANSEL	604-20200	84.69
09/16	09/21/2016	149145	327	ROGER WESTBY	604-20200	139.27
09/16	09/21/2016	149146	330	SHIRLEY SKORSETH	604-20200	49.97
09/16	09/21/2016	149147	200020	THE TRENTI LAW FIRM	101-20200	4,436.43
09/16	09/21/2016	149148	200037	TODAYS CLASSROOM	101-20200	4,413.80
09/16	09/21/2016	149149	287	TONI SCHMIDT	101-20200	22.08
09/16	09/21/2016	149150	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	56,020.00
09/16	09/21/2016	149151	220020	VISA OR AMERICAN BANK CC PMT	101-20200	11,005.96
09/16	09/21/2016	149152	334	WALTER KRAUSE	604-20200	133.94
09/16	09/21/2016	149153	230028	WISCONSIN ENERGY CONSERVATION	604-20200	133.76
09/16	09/21/2016	149154	60038	WRIGHT EXPRESS FINAN SERV CORP	101-20200	4,473.32
09/16	09/21/2016	149155	240001	XEROX CORPORATION	101-20200	39.97
09/16	09/21/2016	149156	5061	MESABI FAMILY YMCA	230-20200	200.00

Totals:

242,110.63

PPE-ENDING 9/9/16

62,828.87

USPS-UTILITY BILLS

384.46

SALES & USE TAX AUGUST

19,567.02

TOTAL EXPENDITURE City Council

\$324,890.98



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

September 28<sup>th</sup>, 2016

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

Re: City of Mountain Iron, MN  
Bicycle and Pedestrian Recreational Trail  
Project No. MI14-10


Dear Mr. Wainio;

Enclosed please find Pay Request No. 1 for the Bicycle and Pedestrian Recreational Trail project in the amount of **\$87,295.49**, for approval at your next scheduled City Council meeting. This amount includes withholding 5% retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,  
Benchmark Engineering, Inc.

  
Jeremy Schwarze  
Engineer in Training

Enclosure  
CC: Matt Jamnick, Mesabi Bituminous

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: \_\_\_\_\_

Engineer's Project No.: MI14-10

Project: Mountain Iron Bicycle and Pedestrian Recreational Trail

CONTRACTOR: Mesabi Bituminous, Inc, PO Box 728, Gilbert, MN 55741

For Period Ending: September 28<sup>th</sup>, 2016

To: City of Mountain Iron  
Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated September 28<sup>th</sup>, 2016  
March 30, 2016

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>310,241.30</u>	Work & Materials to Date	\$ <u>91,890.00</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (5%)	\$ <u>4,594.50</u>
Current Contract Price	\$ <u>310,241.30</u>	Subtotal	\$ <u>87,295.49</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>87,295.49</u>





PAY REQUEST #1  
 BICYCLE AND PEDESTRIAN RECREATIONAL TRAIL  
 CITY OF MOUNTAIN IRON, MINNESOTA  
 PROJECT NO: MI14-10

CONTRACTOR: MESABI BITUMINOUS, INC.

SPEC. NO.	ITEM	UNITS	EST. QUANTITIES	UNIT COST	TOTAL AMOUNT	QUANTITY TO DATE	TOTAL AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1.0	\$ 9,500.00	\$ 9,500.00	0.50	\$ 4,750.00
2101.511	CLEARING AND GRUBBING	LUMP SUM	1.0	\$ 3,500.00	\$ 3,500.00	1.0	\$ 3,500.00
2104.501	REMOVE CURB AND GUTTER	LIN. FT.	20.0	\$ 10.00	\$ 200.00		
2104.503	REMOVE BITUMINOUS PAVEMENT	SQ. FT.	126.0	\$ 4.00	\$ 504.00		
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN. FT.	35.0	\$ 5.00	\$ 175.00		
2104.521	SALVAGE CHAIN LINK FENCE	LIN. FT.	180.0	\$ 5.00	\$ 900.00		
2104.523	SALVAGE SIGN	EACH	4.0	\$ 25.00	\$ 100.00	4.0	\$ 100.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	14,353.0	\$ 9.00	\$ 129,177.00	6500.0	\$ 58,500.00
2105.503	ROCK EXCAVATION (PV)	CU. YD.	150.0	\$ 10.00	\$ 1,500.00		
2105.505	MUCK EXCAVATION (PV)	CU. YD.	415.0	\$ 15.00	\$ 6,225.00	375.0	\$ 5,625.00
2105.522	SELECT GRANULAR BORROW (CV) MOD. 10%	CU. YD.	829.0	\$ 18.00	\$ 14,922.00	200.0	\$ 3,600.00
2105.604	SOIL STERILIZATION	SQ. YD.	7,386.0	\$ 0.30	\$ 2,215.80		
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	622.0	\$ 2.00	\$ 1,244.00		
2118.502	AGGREGATE SURFACING (CV) CLASS 5	CU. YD.	162.0	\$ 31.00	\$ 5,022.00		
2211.503	AGGREGATE BASE (CV) CLASS 5	CU. YD.	903.0	\$ 24.00	\$ 21,672.00	200.0	\$ 4,800.00
2360.501	SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	834.0	\$ 59.50	\$ 49,623.00		
2501.511	18" CS PIPE CULVERT	LIN. FT.	120.0	\$ 33.00	\$ 3,960.00	90.0	\$ 2,970.00
2501.511	24" CS PIPE CULVERT	LIN. FT.	270.0	\$ 36.00	\$ 9,720.00		
2501.515	18" GS PIPE APRON	EACH	8.0	\$ 150.00	\$ 1,200.00	6.0	\$ 900.00
2501.515	24" GS PIPE APRON	EACH	2.0	\$ 200.00	\$ 400.00		
2511.501	RANDOM RIPRAP CLASS III	CU. YD.	76.0	\$ 30.00	\$ 2,280.00		
2521.501	4" CONCRETE WALK	SQ. FT.	280.0	\$ 12.50	\$ 3,500.00		
2531.604	6" CONCRETE VALLEY GUTTER	SQ. YD.	4.0	\$ 95.00	\$ 380.00		
2531.618	TRUNCATED DOMES	SQ. FT.	140.0	\$ 55.00	\$ 7,700.00		
2551.509	GUIDE POST TYPE B	EACH	10.0	\$ 60.00	\$ 600.00		
2557.501	WIRE FENCE DESIGN 60V-9322	LIN. FT.	250.0	\$ 33.50	\$ 8,375.00		
2557.603	INSTALL CHAIN LINK FENCE	LIN. FT.	180.0	\$ 18.50	\$ 3,330.00		
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$ 1,600.00	\$ 1,600.00	0.5	\$ 800.00
2564.531	SIGN PANELS TYPE C	SQ. FT.	61.0	\$ 38.00	\$ 2,318.00		
2564.602	INSTALL SIGN	EACH	4.0	\$ 110.00	\$ 440.00		
2564.901	TRAFFIC SIGNS AND DEVICES	LUMP SUM	1.0	\$ 350.00	\$ 350.00		
2573.502	SILT FENCE TYPE PA	LIN. FT.	2,180.0	\$ 2.10	\$ 4,578.00	1800.0	\$ 3,780.00
2573.602	ROCK DITCH CHECK	EACH	2.0	\$ 125.00	\$ 250.00		
2573.602	SEDIMENT CONTROL STRUCTURE	EACH	3.0	\$ 1,200.00	\$ 3,600.00		
2575.511	MULCH MATERIAL TYPE I	TON	5.0	\$ 315.00	\$ 1,575.00	1.0	\$ 315.00
2575.523	EROSION CONTROL BLANKET CAT. 4P	SQ. YD.	3,669.0	\$ 1.50	\$ 5,503.50	1500.0	\$ 2,250.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$ 1,700.00	\$ 1,700.00		
2582.502	4" SOLID LINE EPOXY	LIN. FT.	134.0	\$ 3.00	\$ 402.00		

BASE BID \$ 310,241.30

COMPLETED TO DATE: \$ 91,890.00  
 LESS RETAINAGE (5%): (\$4,594.50)

BENCHMARK ENGINEERING, INC.

SUBTOTAL PAY REQUEST #1: \$ 87,295.49  
 LESS PREVIOUS PAYMENTS: \$ 0.00

TOTAL PAY REQUEST #1: \$ 87,295.49



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email: info@bm-eng.com

September 28, 2016

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

Re: Woodland Estates Residential Development Phase 1  
City of Mountain Iron  
Project No.: MEDA15-02

Dear Mr. Wainio;

Enclosed please find Pay Request No. 1 for Woodland Estates Residential Development Phase 1 project in the amount of **\$216,171.05**, for approval at your next scheduled City Council meeting. This amount includes withholding 5% retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,  
**Benchmark Engineering, Inc.**

Alan J. Johnson, P.E.  
Project Engineer

Enclosure

Pc: Mr. Matt Jamnick, Mesabi Bituminous, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: \_\_\_\_\_

Engineer's Project No.: MEDA15-02

Project: Woodland Estates Residential Development Phase 1

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

For Period Ending: September 28, 2016

To: City of Mountain Iron  
Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated September 28, 2016

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>723,876.75</u>	Work & Materials to Date	\$ <u>227,548.47</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>11,377.42</u>
Current Contract Price	\$ <u>723,876.75</u>	Subtotal	\$ <u>216,171.05</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>216,171.05</u>



Pay Request No. 1  
 WOODLAND ESTATES RESIDENTIAL DEVELOPMENT PHASE 1  
 CITY OF MOUNTAIN IRON, MINNESOTA  
 PROJECT NO: MEDALS-02

DATE: 09-28-2016

SPEC. NO.	ITEM	UNITS	EST. QUANTS	CONTRACTOR: MESABI BITUMINOUS, INC.			
				UNIT COST	QUANTITY THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT
2021.5	MOBILIZATION	LUMP SUM	1.0	\$57,500.00	0.25	0.3	\$14,375.00
2101.513	CRUSHING	LUMP SUM	1.0	\$8,400.00	1.0	1.0	\$8,400.00
2104.5	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	215.0	\$3.00	33.3	33.3	\$99.99
2104.5	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LN. FT.	300.0	\$2.50	60.0	60.0	\$150.00
2105.5	COMMON EXCAVATION	CU. YD.	6408.0	\$7.90		0.0	\$0.00
2105.5	ROCK EXCAVATION	CU. YD.	158.0	\$30.00		0.0	\$0.00
2105.5	GRANULAR BORROW (CY)	CU. YD.	1256.0	\$10.75		0.0	\$0.00
2105.5	SELECT GRANULAR BORROW (CY)	CU. YD.	1029.0	\$10.75		0.0	\$0.00
2105.5	TOPSOIL BORROW (CY)	CU. YD.	1635.0	\$9.00		0.0	\$0.00
2105.6	GEOTEXTILE FABRIC TYPE V	SQ. YD.	5488.0	\$1.25		0.0	\$0.00
2211.5	AS4. BASE CL. 5 (CY)	CU. YD.	3861.0	\$18.00		0.0	\$0.00
2346.5	TYPE 9.5 WEARING COURSE MIXTURE (2.0)	TON	780.0	\$55.00		0.0	\$0.00
2346.5	TYPE 12.5 NON WEARING COURSE MIXTURE (2.0)	TON	403.0	\$52.00		0.0	\$0.00
2346.5	TYPE 12.5 NON WEARING COURSE MIXTURE (2.0) TR&B	TON	101.0	\$40.00		0.0	\$0.00
2451.5	COURSE AGG. FILTER ROLL (CY)	CU. YD.	100.0	\$25.00		0.0	\$0.00
2501.3	12" RC PIPE APRON	EACH	1.0	\$500.00		0.0	\$0.00
2501.3	15" RC PIPE APRON	EACH	2.0	\$525.00		0.0	\$0.00
2501.3	18" RC PIPE APRON	EACH	1.0	\$700.00		0.0	\$0.00
2502.3	4" PRECAST CONC RITE HEADWALL	EACH	2.0	\$200.00		0.0	\$0.00
2502.3	4" PERFORATED P.L. PIPE DRAIN	LN. FT.	271.70	\$5.50		0.0	\$0.00
2503.5	6" PVC PIPE SEWER (LOT SERVICE) SDR 35	LN. FT.	442.0	\$30.00	457.0	457.0	\$13,710.00
2503.5	6" PVC PIPE SEWER SDR 35	LN. FT.	1490.0	\$19.00	1,299.7	1,299.7	\$50,887.91
2503.5	12" RC PIPE SEWER DES. 3006	LN. FT.	287.0	\$40.00		0.0	\$0.00
2503.5	15" RC PIPE SEWER DES. 3006	LN. FT.	271.0	\$43.00		0.0	\$0.00
2503.5	18" RC PIPE SEWER DES. 3006	LN. FT.	19.0	\$60.00		0.0	\$0.00
2503.6	8" x 4" PVC WYE	EACH	15.0	\$100.00	16.0	16.0	\$1,600.00
2503.6	CONNECT TO EXISTING MANHOLES (MAN)	EACH	1.0	\$500.00	1.0	1.0	\$500.00
2503.6	4" HDPE FORCE MAIN SDR 17	LN. FT.	595.0	\$25.00	595.0	595.0	\$14,875.00
2503.6	FRACTURE WIRE ACCESS BOX	EACH	15.0	\$50.00	17.0	17.0	\$850.00
2503.6	DIRECTIONALLY DRILL 8" HDPE SEWER SDR 17	LN. FT.	70.0	\$172.00	90.0	90.0	\$15,480.00
2504.6	HYDRANT	EACH	2.0	\$4,000.00	1.0	1.0	\$4,000.00
2504.6	6" GATE VALVE & BOX	EACH	2.0	\$1,700.00	1.0	1.0	\$1,700.00
2504.6	8" GATE VALVE & BOX	EACH	4.0	\$2,000.00	1.0	1.0	\$2,000.00
2504.6	75" CORPORATION STOP	EACH	15.0	\$200.00	8.0	8.0	\$1,600.00
2504.6	75" CURB STOP & BOX	EACH	15.0	\$250.00	8.0	8.0	\$2,000.00
2504.6	75" TYPE 3 COPPER PIPE	LN. FT.	462.0	\$25.00	163.0	163.0	\$4,075.00
2504.6	CONNECT TO EXISTING WATERMAIN	EACH	1.0	\$1,000.00	1.0	1.0	\$1,000.00
2504.6	6" WATER MAIN DI. CL. 52	LN. FT.	26.0	\$50.00	5.0	5.0	\$250.00
2504.6	4" HDPE WATERMAIN	LN. FT.	1327.0	\$29.00	801.8	801.8	\$23,253.07
2504.6	8" HDPE MECHANICAL JOINT ADAPTER	EACH	16.0	\$180.00	5.0	5.0	\$900.00
2504.6	DUCTILE IRON FITTINGS	POUND	3842.0	\$4.00	118.0	118.0	\$472.00
2504.6	4" POLYETHYLENE INSULATION	SQ. YD.	180.0	\$30.00	3.6	3.6	\$108.00
2506.5	CONST. DRAINAGE STRUCTURE DES. G (R400)	LN. FT.	19.0	\$200.00		0.0	\$0.00
2506.5	CONST. DRAINAGE STRUCTURE DES. 48 4020	LN. FT.	15.1	\$250.00		0.0	\$0.00
2506.5	CONST. DRAINAGE STRUCTURE DES. 89 4020	LN. FT.	4.8	\$550.00		0.0	\$0.00
2506.5	CONST. DRAINAGE STRUCTURE DES. 84D7	LN. FT.	108.0	\$250.00	106.00	106.0	\$26,500.00
2506.5	CASTING ASSEMBLY	EACH	17.0	\$650.00		0.0	\$0.00
2506.6	AIR RELEASE MANHOLE	EACH	1.0	\$15,000.00	0.5	0.5	\$7,500.00
2506.6	CONSTRUCT LIFT STATION	EACH	1.0	\$70,000.00	0.3	0.3	\$21,000.00
2506.6	CONSTRUCT POND OUTLET STRUCTURE	EACH	1.0	\$4,000.00		0.0	\$0.00
2506.6	CONSTRUCT STORM WATER POND	LUMP SUM	1.0	\$4,000.00		0.0	\$0.00
2511.5	RANDOM RPPAP CLASS 3	CU. YD.	26.4	\$30.00		0.0	\$0.00
2512.5	CONCRETE CURB & GUTTER, 0418 (PH09)	LN. FT.	2524.0	\$13.85		0.0	\$0.00
2512.5	CONCRETE CURB & GUTTER, 0418 (PH08)	LN. FT.	70.0	\$19.00		0.0	\$0.00
2512.6	1" CONCRETE FILLING	LN. FT.	13.0	\$63.00		0.0	\$0.00
2512.6	1" x 6" STEEL GRATE	EACH	1.0	\$850.00		0.0	\$0.00
2513.6	TRUNCATED DUMPS	SQ. FT.	72.0	\$40.00		0.0	\$0.00
2563.6	TRAFFIC CONTROL	LUMP SUM	1.0	\$4,000.00	0.5	0.5	\$2,000.00
2573.5	NET FENCE, PREASSEMBLED, INCLUDING MAINTENANCE	LN. FT.	2394.0	\$2.75	2,350.0	2,350.0	\$6,462.50
2573.5	STORM DRAIN INLET/OUTLET PROTECTION	EACH	9.0	\$2.60		0.0	\$0.00
2573.5	SODDING TYPE LAWN	SQ. YD.	1300.0	\$6.50		0.0	\$0.00
2575.0	PUMP ESTABLISHMENT	LUMP SUM	1.0	\$1,300.00		0.0	\$0.00
2575.0	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	3.0	\$750.00		0.0	\$0.00
2575.0	CONSTRUCT SEDIMENT BASIN	EACH	2.0	\$1,500.00		0.0	\$0.00
2575.5	EROSION CONTROL BLANKET, TYPE 2	SQ. YD.	2100.0	\$1.20		0.0	\$0.00

BASE BID: \$723,876.73

COMPLETED TO DATE: \$227,548.67

LESS RETAINAGE: (\$11,377.42)

SUBTOTAL PAY REQUEST #1: \$216,171.05

LESS PREVIOUS PAYMENTS: \$0.00

TOTAL PAY REQUEST #1: \$216,171.05

BENCHMARK ENGINEERING, INC.



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

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

September 28, 2016

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

Re: Garden Drive South Improvements  
City of Mountain Iron  
Project No.: MI16-02

Dear Mr. Wainio;

Enclosed please find Pay Request No. 1 for the Garden Drive South project in the amount of **\$42,970.42**, for approval at your next scheduled City Council meeting. This amount includes withholding 5% retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,  
Benchmark Engineering, Inc.

  
Alan J. Johnson, P.E.  
Project Engineer

Enclosure

Pc: Mr. Matt Jamnick, Mesabi Bituminous, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: \_\_\_\_\_

Engineer's Project No.: MI16-02

Project: Garden Drive South Improvements

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

For Period Ending: September 28, 2016

To: City of Mountain Iron  
Owner

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

According to the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

BENCHMARK ENGINEERING, INC.

Dated September 28, 2016

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>53,632.10</u>	Work & Materials to Date	\$ <u>45,232.02</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>2,261.60</u>
Current Contract Price	\$ <u>53,632.10</u>	Subtotal	\$ <u>42,970.42</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>42,970.42</u>



September 28, 2016

PAY REQUEST 1  
 GARDEN DRIVE SOUTH FROM FAIRVIEW TO ARBOR LANE STREET IMPROVEMENTS  
 MOUNTAIN IRON, MINNESOTA  
 PROJECT NO: M16-02

MESABI BITUMINOUS, INC

SPEC. NO.	ITEM	UNITS	PROJECT QUANTITIES	UNIT COST	COMPLETED TO DATE	TOTAL AMOUNT
2021.601	MOBILIZATION	LUMP SUM	1	\$ 3,200.00	\$ 1.00	\$ 3,200.00
2104.501	REMOVE CURB & GUTTER	LIN. FT.	50	\$ 10.00	\$ 69.00	\$ 690.00
2232.501	MILL BITUMINOUS SURFACE	SQ. YD.	3,106	\$ 2.85	\$ 3,106.00	\$ 8,852.10
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (B)	TON	430	\$ 58.00	\$ 474.74	\$ 27,534.92
2360.503	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (B)TON	TON	215	\$ 56.00		\$ -
2504.602	ADJUST VALVE - WATER	EACH	2	\$ 50.00	\$ 2.00	\$ 100.00
2506.522	ADJUST FRAME AND RING CASTING	EACH	5	\$ 200.00	\$ 5.00	\$ 1,000.00
2351.501	CONCRETE CURB & GUTTER DES. 8618	LIN. FT.	50	\$ 45.00	\$ 69.00	\$ 3,105.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 750.00	\$ 1.00	\$ 750.00

COMPLETED TO DATE: \$45,232.02  
 RETAINAGE (5%): \$ (2,261.60)  
 SUBTOTAL: \$42,970.42  
 PREVIOUS PAYMENTS: \$ -  
 TOTAL DUE: \$42,970.42

BENCHMARK ENGINEERING, INC.



CONNECTING & INNOVATING  
SINCE 1913

August 30, 2016

Craig Wainio – [cwainio@ci.mountain-iron.mn.us](mailto:cwainio@ci.mountain-iron.mn.us)  
City Administrator  
**City of Mountain Iron**  
8586 Enterprise Dr.  
Mountain Iron, MN 55768

**Re: Loss Control Meeting and Data Security Survey  
Conducted on August 16, 2016**

Dear Mr. Wainio:

On the above date, I met with you to discuss various areas of safety and loss control and completed a data security survey. This meeting and survey were in conjunction with the City of Mountain Iron's participation in the **League of Minnesota Cities Insurance Trust workers compensation and property casualty insurance program**. As a result of this meeting and survey, I have reached some general conclusions. Those conclusions and my discussions with both of you are below.

#### **Purpose of Visit**

The purpose of my visit was to review your recent loss analysis reports, inform you of the most recent initiatives at the League of MN Cities Insurance Trust and to conduct a data security survey due to the many evolving risks associated with storing and sharing data on computers and mobile devices. These risks included things such as:

- Data breaches
- Virus contamination
- Hacker attacks
- Employee misuse

There are also a number of issues presented by different forms of social media. As technology continues to develop, cities will be faced with growing technological risks. Having policies and procedures in place can help manage and mitigate these risks.

#### **Conclusions**

- The City of Mountain Iron has many safeguards and best practices in place relating to data security and the prevention of liability claims.
- The City of Mountain Iron currently uses CW Technology for its IT management services and computer network maintenance/support and Cold Snap Technology for the web-site services.



- The City of Mountain Iron' workers' compensation claim history over the last five years was reviewed. There were 19 claims filed from 2011-2016 with total incurred costs of \$30,237. Public works employees amounted to 47.3% of all the claims whereas clerical employees amounted to 56.7% of all claim costs followed by utilities with 32.2% of all claim costs. Hand injuries resulted in 85.5% of all claim costs (see the provided worker's compensation claims data analysis report for the City of Mountain Iron for additional details as to the types and causes of workplace injuries).
- The Workers' Compensation Insurance Experience Modification Factor for the City of Mountain Iron is .96 which translates (approximately) to a decreased premium of 4% *below* average.
- I have attached a PowerPoint presentation on a new LMCIT exercise program for your office, public works and fire department personnel to consider. With a goal to reduce, if not eliminate, worker injuries, the program has been put in place by many cities. This program typically takes about 10 minutes to complete at the beginning of their assigned shifts or training sessions.
- The City of Mountain Iron's property-casualty insurance claims history over the last ten years was reviewed. There were 57 claims filed from 2006-2016 with total incurred costs of \$203,657 (see the provided property casualty claims data analysis report for the City of Mountain Iron for additional details as to the types of claims that include general liability, property claims, auto liability, and auto physical damage claims).
- The Property Casualty Insurance Experience Modification Factor for the City of Mountain Iron is 1.11 which translates (approximately) to an increased premium of 11% *above* average.
- The city employees have been receiving their annual required safety training thru Minnesota Municipal Utilities Association (MMUA). I have attached a LMCIT training matrix outlining the required and occupationally exposed required training for city employees along with some additional training resources. I also provided to you a brochure outlining additional training opportunities available through FirstNet Safety Training.
- In an effort to help reduce liability exposures and strengthen the city's data security program, the city may wish to and consider implementing additional safeguards and these *new* recommendations that are listed in Appendix.

### Discussion

I provided a copy of the new information memo, "Computer and Network Loss Control". This memorandum includes information on some of the risks of storing and sharing city data on computers, including portable devices. Additionally, the memo covers how to protect the city from common risks such as data breaches, virus contamination, hacker attacks, and computer misuse by employees. It also covers the issues presented by social media and includes a relevant link to a model employee computer use policy. During our visit we also discussed the importance of passwords, training, data storage, social media and other concerns.

As you were aware, cities are required to establish security measures to help ensure that private data are only accessible by authorized persons and cities must follow data breach laws, and they must perform an annual security assessment of "personal information" the city maintains. Minnesota Statutes, section 13.05, subdivision 5 requires Minnesota cities *to establish appropriate security safeguards for all records containing data on individuals, including procedures for ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access*

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to the data, and is only being accessed by those persons for purposes described in the procedure.” A sample model policy for ensuring the security of not public data is available from the State of MN, Information Policy Analysis Division [at this link](#).

With an increased number of data breaches being reported, it is more important than ever to secure data and ensure there are policies in place to protect the data as well. Examples of claims seen by LMCIT include:

- Contractor’s tax ID# accidentally displayed on city website
- Confidential employee data was accidentally on city website
- Vendor displayed confidential information in a presentation
- Vendor lost a backup of hard drive with city’s confidential data
- Point of sale malware on liquor store registers
- Cryptolocker/ransomware

The education of employees and elected officials is a key first line of defense to security threats. There is also a LMCIT listserv for City IT professionals to keep current on computer issues. You can sign up for this listserv and related listservs in our member center at [this link](#). Some additional information and education tools follow in this letter.

Elected officials should be mindful of the risks of electronic communication in relation to the MN Government Data Practices Act and the Open Meeting Law. They should consider adopting a policy on electronic communications between councilmembers, and a policy on computer use for elected officials. See the LMC information memo, [Meetings of City Councils](#) (Section II-G-8, Telephone, email and social media). Additionally, see [IPAD decision 09-020](#).

Members of LMCIT have access to the [eRisk Hub by NetDiligence](#). This is a private, web-based portal containing information and technical resources that can assist members in the prevention of network, cyber, and privacy losses and provide support in the timely reporting and recovery of losses if an incident occurs. You should register at [this link](#) so you can access the hub immediately and should you experience a data breach or other privacy/cyber liability, contact the LMCIT claims staff immediately.

#### Resources

- Webinar: [Data Privacy – Legal Risks, Mitigation, and Response for Municipalities](#)
- Memo and Sample Policy: [Computer and Network Loss Control](#)
- Information Website: [Focus on New Laws: Data Practices Act](#)
- Guide (also attached): [Guide to Preventing Social Engineering Fraud](#)

#### Status of Past Recommendations:

See Appendix 2 for the status of past loss control recommendations.

#### 60 Day Response:

I have submitted *new* recommendations for your consideration in the Appendix aimed at strengthening the city’s data security and as a tool to help guide your risk management efforts. The decision to complete the recommendations, either in part or in full or the decision not to complete

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recommendations, lies entirely with the insured. The League of Minnesota Cities Insurance Trust believes completion of recommendations can ultimately reduce property, liability or workers' compensation losses as the case may be.

I am available to offer additional assistance if needed. Please contact me by mail, telephone or e-mail within the next 60 days to let me know what, if any progress you are making on each recommendation. I look forward to hearing from you.


**Service Plan:**

I will plan to contact the city in approximately one year to schedule the next loss control meeting. We can decide closer to the time what area of safety and loss control to focus on at the next visit. Survey areas that could be considered include a fire department liability and safety survey or a general liability survey.

In the meantime, if you need assistance prior to our next meeting, please don't hesitate to contact me. I can also address any other safety or loss control topics the city might have and provide resources at our next meeting. Of course, if there is something more important to address during the next meeting, I can certainly change the agenda.

Thank you again for your time and courtesy extended to me during my visit. As always, if you have any safety or loss control related questions, please do not hesitate to contact me.

Sincerely,



Tracy L. Stille

Loss Control Consultant – Public Safety Specialist

Office: (651) 215-4051; Cell: (651) 341-5366; Email: [tstille@lmc.org](mailto:tstille@lmc.org)

Copy: Todd McGillivray, Agent, Otis Magie Insurance Agency – [tmcgillivray@otismagie.com](mailto:tmcgillivray@otismagie.com)

**Attachments and Relevant Links:**

- LMCIT Stretch 'N Bend Program for Police and Fire Departments - PowerPoint Presentation
- LMCIT Matrix – Minimum Safety Training Requirements
- [LMCIT Model Social Media Policy](#) – sample policy
- [LMCIT Fire and EMS Social Media Policy](#) – sample policy
- [LMCIT Model Computer Use Policy](#) – sample policy
- State of MN, Information Policy Analysis Division (IPAD), sample policy for [“Ensuring the Security of Not Public Data”](#)

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**Resources provided the day of my visit or via email:**

- League of MN Cities – Benefits of Membership & LMCIT Loss Control Resources
- LMCIT Contract Review Service
- LMCIT Land Use Inquiry & Assistance Services, “Land use decisions can be challenging”
- Workers’ Compensation and Property Casualty Insurance Claims Data, City of Mountain Iron
- LMCIT Net Diligence eRisk Hub Program
- LMCIT FirstNet Online Safety Training
- LMC Memos – “Use these features to get the most out of LMC memos”
- LMCIT brochure – Stretch ‘N Bend Program
- LMC handout, “How to recognize phishing email messages, or links”.
- LMC handout, “Running your city is complicated”, LMC Research & Information Service
- LMC Blogs, Information and Resources – access the League’s blogs to get news for city staff and elected officials

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## Recommendation Appendix

The referenced products and/or services are provided solely as a source of general assistance and should not be taken as the League's endorsement of the particular product or service or a recommendation that it will meet your unique needs.

### Current Recommendations:

**City of Mountain Iron** – 8586 Enterprise Dr., Mountain Iron, MN 55768



**1-8/16: Recommend changing system or network passwords annually.** Passwords are currently being changed every 90 days which is fine (recommended 30-60 days). It is being recommended that network system or administrative passwords be changed annually. Changing system passwords annually creates a more secure network by ensuring that any breaches to password security are limited in duration and scope, which means there is limited information gleaned from the attack. If system passwords are not changed at least annually, there is a much greater chance of data breach.

**2-8/16: Recommend that the City implement a formal policy for the website outlining the type of information posted and who has the authority to edit and determine content.** The policy should also include a retention schedule and could be incorporated into the below recommended social media policy.

**3-8/16: Recommend that the City implement a Social Media and Computer Use Policy.** Having formal policies in place will be beneficial in setting clear expectations of what is an acceptable use of city owned computers. The social media policy should address the records retention of information posted on social media. Once implemented, due to the ever changing technology, these policies need to be updated annually to reflect these changes.

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**4-8/16: Recommend Social Media Policy address the posting of City business/information on personal social media accounts.** Employees need to be wary that any posts they make concerning city business or work related information may be misinterpreted as speaking for the city and subject to the records retention law. The information shared on social media needs to be included in the city's records retention schedule. The city should also warn firefighter personnel not to post pictures from fire and accident scenes on their personal accounts as this may be considered sharing of private information and open up the city to liability. A social media site (such as for the Fire Department) managed by the city should replace any personal social media sites being used for this purpose. I have attached a model computer use policy as well as two model social media policies to assist you in incorporating this into your current policy.

**5-8/16: Recommend that all city employees and councilmembers use City provided email addresses/inboxes.** If the city employees and councilmembers are using personal email boxes, the City has no control over the records retention, which could be a liability issue if this is counter to the City's Records Retention policy. Employees and councilmembers should also be aware that by using their personal email addresses, they could potentially be opened up and examined in conjunction with the MN Government Data Practices Act.

**6-08/16: Recommend annual training on computer use and social media policies.** This should include employees, elected officials, volunteers (typically could be fire, perhaps law enforcement or park and recreation programs), and any others that have access to city data/social media. I provided a copy of a LMC handout that can be used for this training. This handout included information on how to recognize phishing email messages or links, what your employees need to know concerning data security, and what data must be protected. Training on your current computer use and social media policies should also be included in this training.

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## APPENDIX 2

### Status of Past Recommendations:

The referenced products and/or services are provided solely as a source of general assistance and should not be taken as the League's endorsement of the particular product or service or a recommendation that it will meet your unique needs.

**1-12/13: Consider adding ladder inspections to your list of items that get inspected (complete)**

The frequency of ladder inspections is dependent upon the type of ladder and the usage. Generally speaking, a competent person must inspect ladders for visible defects periodically and after any incident that could affect their safe use. Since the OSHA regulations are not that specific in stating a set interval or frequency, some entities choose to do them annually. As with any inspection, they should be documented.

**5-10/12 Consider a tailgate lift on future service trucks (complete)**

**5-04/08 Develop a Fleet Safety Program (complete)**

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# SOCIAL MEDIA POLICY

Policy Number 2016-01

Adopted: October 3, 2016

## I. PURPOSE

Social networking in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction, and feedback. Information which is distributed via social networking must be accurate, consistent, and timely and meet the information needs of the City's customers. Since social media is used for social networking, this policy seeks to ensure proper use of the City of Mountain Iron's social media sites by its representatives.

The City of Mountain Iron wishes to establish a positive and informative social media presence. City representatives have the responsibility to use the City's social media resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies. This policy also provides guidelines and standards for city representatives regarding the use of social media for communication with residents, colleagues and all other followers.

## II. POLICY

The City of Mountain Iron will determine, at its discretion, how its web-based social media resources will be designed, implemented and managed as part of its overall communication and information sharing strategy. City social media sites may be modified or removed by the City at any time and without notice, as described in this document.

City of Mountain Iron social media accounts are considered a City asset and administrator access to these accounts must be securely administered in accordance with the City's Computer Use policy. The City reserves the right to shut down any of its social media sites or accounts for any reason without notice.

All social media web sites created and utilized during the course and scope of an employee's performance of his/her job duties will be identified as belonging to the City of Mountain Iron, including a link to the City's official web site.

## III. SCOPE

This policy applies to any existing or proposed social media web sites sponsored, established, registered or authorized by the City of Mountain Iron. This policy also covers the private use of the City's social media accounts by all City representatives, including its employees and agents, Council members, appointed board or commission members and all public safety volunteers to the extent it affects the City. Questions regarding the scope of this policy should be directed to the City Administrator.



#### **IV. DEFINITION**

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as “user-generated content” or “consumer-generated media.”

Social media includes, but is not limited to:

- A. Social networking sites such as Facebook, LinkedIn, Twitter, and online dating services/mobile apps
- B. Blogs
- C. Social news sites such as Reddit and BuzzFeed
- D. Video and photo sharing sites such as YouTube, Instagram, SnapChat, and Flickr
- E. Wikis, or shared encyclopedias such as Wikipedia
- F. An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, “employees and agents” means all City representatives, including its employees and other agents of the city, such as independent contractors or Council members.

#### **V. RULES OF USE**

City employees and agents with administrator access are responsible for managing social media websites. Facilities or departments wishing to have a new social media presence must initially submit a request to the City Administrator in order to ensure social media accounts are kept to a sustainable number and policies are followed. All approved sites will be clearly marked as the City of Mountain Iron site and will be linked with the official City website ([www.mtniron.com](http://www.mtniron.com)). No one may establish social media accounts or websites on behalf of the City unless authorized in accordance with this policy

Administration of all social media web sites must comply with applicable laws, regulations, and policies as well as proper business etiquette.

City social media accounts accessed and utilized during the course and scope of an employee’s performance of his/her job duties may not be used for private or personal purposes or for the purpose of expressing private or personal views on personal, political or policy issues or to express personal views or concerns pertaining to City employment relations matters.

No social media website may be used by the City or any City employee or agent to disclose private or confidential information. No social media web site should be used to disclose sensitive information; if there is any question as to whether information is private, confidential or sensitive, contact the City Administrator.

When using social media sites as a representative of the City, employees and agents will act in a professional manner. Examples include but are not limited to:

- A. Adhere to all City personnel and Computer Use policies
- B. Use only appropriate language

Be aware that content will not only reflect on the writer but also on the City of Mountain Iron as a whole, including elected officials and other city employees and agents. Make sure information is accurate and free of grammatical errors.

- A. Not providing private or confidential information, including names, or using such material as part of any content added to a site.
- B. Not negatively commenting on community partners or their services, or using such material as part of any content added to a site.
- C. Not providing information related to pending decisions that would compromise negotiations.
- D. Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases.
- E. Always keep in mind the appropriateness of content.
- F. Comply with any existing code of ethical behavior established by the City.

Where moderation of comments is an available option, comments from the public will be moderated by City staff, with administrative rights, before posting. Where moderation prior to posting is not an option, sites will be regularly monitored by City staff.

City of Mountain Iron's staff with administrative rights will not edit any posted comments. However, comments posted by members of the public will be removed if they are abusive, obscene, defamatory, in violation of the copyright, trademark right or other intellectual property right of any third party, or otherwise inappropriate or incorrect. The following are examples of content that may be removed by City staff before or shortly after being published:

- A. Potentially libelous comments
- B. Obscene or racist comments
- C. Personal attacks, insults, or threatening language
- D. Plagiarized material
- E. Private, personal information published without consent
- F. Comments totally unrelated to the topic of the forum
- G. Commercial promotions or spam
- H. Hyperlinks to material that is not directly related to the discussion

## **VI. PERSONAL SOCIAL MEDIA USE**

The City of Mountain Iron respects employees and agents' rights to post and maintain personal websites, blogs and social media pages and to use and enjoy social media on their own personal devices during non-work hours. The City requires employees and agents to act in a prudent manner with regard to website and internet postings that reference the City of Mountain Iron, its personnel, its operation or its property. Employees and agents and others affiliated with the City may not use a city brand, logo or other city identifiers on their personal sites, nor post information that purports to be the position of the City without prior authorization.

City employees and agents are discouraged from identifying themselves as city employees when responding to or commenting on blogs with personal opinions or views. If an employee chooses to identify him or herself as a City of Mountain Iron employee, and posts a statement on a matter related to City business, a disclaimer similar to the following must be used:

“These are my own opinions and do not represent those of the City.”

Occasional access to personal social media websites during work hours is permitted, but employees and agents must adhere to the guidelines outlined in the City’s Computer Use policy and the City’s Respectful Workplace policy. Employees and agents should also review the Ownership section of this policy (below).

There may be times when personal use of social media (even if it is off-duty or using the employee’s own equipment) may spill over into the workplace and become the basis for employee coaching or discipline. Examples of situations where this might occur include:

- A. Friendships, dating or romance between co-workers
- B. Cyber-bullying, stalking or harassment
- C. Release of confidential or private data; if there are questions about what constitute confidential or private data, contact the City Administrator.
- D. Unlawful activities
- E. Misuse of city-owned social media
- F. Inappropriate use of the city’s name, logo or the employee’s position or title
- G. Using city-owned equipment or city-time for extensive personal social media use

Each situation will be evaluated on a case-by-case basis because the laws in this area are complex. If you have any questions about what types of activities might result in discipline, please discuss the type of usage with City Administrator.

## **VII. DATA OWNERSHIP**

All social media communications or messages composed, sent, or received on city equipment in an official capacity are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request. The City of Mountain Iron also maintains the sole property rights to any image, video or audio captured while a City employee is representing the City in any capacity.

The City retains the right to monitor employee’s social media use on city equipment and will exercise its right as necessary. Users should have no expectation of privacy. Social media is not a secure means of communication.

## **VIII. POLICY VIOLATIONS**

Violations of the Policy will subject the employee to disciplinary action up to and including discharge from employment.

# Fire Department and EMS Social Media and Digital Images Policy

Policy Number 2016-02

Adopted: October 3, 2016

## I. PURPOSE

The purpose of this policy is to protect nonpublic employee data, medical patients, the public, the operations of the Fire Department, and public confidence in the Fire Department and its employees. This policy is not intended to limit the right to freedom of speech or expression, but is intended to protect the rights of this organization, its members, and the public they are sworn to protect. Employees and volunteers are advised that their speech, directly or by means of instant technology either on or off duty and in the course of their official duties that has a connection to their professional duties and responsibilities, may not be protected speech under the First Amendment. Speech that impairs or impedes the performance of the Fire Department, undermines discipline and harmony among co-workers, or negatively affects the public perception of the Fire Department may be sanctioned.

This policy supplements the City's general social media policy in order to provide more specific guidance on unique Fire Department and EMS issues. To the extent that the policies contradict one another, the more specific guidance of the Fire and EMS policy should apply, unless otherwise specified.

## II. OWNERSHIP OF WORK-RELATED IMAGES

All photos, videos, digital images, or recordings taken by any employee or agent of the City of Mountain Iron while responding to any fire or other emergency or while engaged in any training are "work-related images" and are the property of the City of Mountain Iron. Work-related images include, but are not limited to, any written, auditory, and/or visual messages communicated via or on Fire Department resources or via or on personal devices and/or social media, videos, or pictures gathered while on Fire Department/City business.

## III. PERMISSION TO TAKE WORK-RELATED IMAGES

Work-related images shall not be taken of any emergency response, training exercise, or fire except as permitted by policy or as directed by the Fire Chief. All work-related images shall be taken using Fire Department-issued equipment, unless otherwise directed by the officer in charge of the scene. Work-related images taken by Fire Department employees using privately owned equipment are also governed by this policy.

#### **IV. REASONS FOR TAKING WORK-RELATED IMAGES**

Photos or other recordings may be taken to assist in the diagnosis or treatment of accident/fire victims. Such images should be forwarded to the appropriate medical care provider and then be deleted from Fire Department/City files. Work-related images, including recordings showing possible evidence of a crime, must be forwarded to law enforcement. Other work-related images used for internal, departmental purposes such as training or publicity shall be taken in a manner that minimizes the possibility of identifying accident victims.

#### **V. CONTROL AND DISSEMINATION OF WORK-RELATED IMAGES**

All work-related images shall be stored in the Fire Department's computer system and be governed by the City's records management policies and procedures. Work-related images shall not be stored, retained, or disseminated in any manner by anyone other than the officer(s) appointed to review all images and approve retention, release, or dissemination and cannot be used for personal profit or business interests or to participate in personal political activity.

#### **VI. PROFESSIONALISM AND PUBLIC CONFIDENCE**

The appearance of professionalism is important to public safety and the public's confidence and trust. Accordingly, an employee's personal use of social media shall not use any work-related images, department logos, or any images which depict an employee in any uniform or in which the employee uses their job title or is otherwise identified as an employee of the department, without prior approval from an officer appointed to review all images and approve release and dissemination of such images. Similarly, in order to maintain the appearance of professionalism and public confidence, no employee shall post any material on any social media that is detrimental to the Fire Department/City's effective operation. Employees shall not disseminate protected, private, nonpublic, or confidential information including, but not limited to, the following:

- A. Matters that are under investigation.
- B. Patient and employee information protected by HIPAA/medical confidentiality laws.
- C. Personnel matters/data that are protected from disclosure by law.

#### **VII. DEFINITION**

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- A. Social networking sites such as Facebook, LinkedIn, Twitter, and online dating services/mobile apps.
- B. Blogs.
- C. Social news sites such as Reddit and BuzzFeed.
- D. Video and photo sharing sites such as YouTube, Instagram, SnapChat, and Flickr.
- E. Wikis, or shared encyclopedias such as Wikipedia.
- F. An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above.

## **VII. REPORTING VIOLATIONS**

Any employee becoming aware of or having knowledge of a posting or of any website or webpage in violation of this policy may anonymously report possible violations to any department officer or supervisor.

## **VII. POLICY VIOLATIONS**

Violation of this policy may be considered an extraordinary breach of the public's expectation of privacy and of Fire Department rules and regulations regarding the use of social media and may subject the offender to discipline and possible termination of employment.

# Computer Use Policy

Policy Number 2016-03

Adopted: October 3, 2016

## I. GENERAL INFORMATION

This policy serves to protect the security and integrity of the City's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources.

Computers and related equipment used by City employees are property of the City. The City reserves the right to inspect, without notice, all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City may conduct inspections on an as-needed basis as determined by the City Administrator

Beyond this policy, the City Administrator may distribute information regarding precautions and actions needed to protect City systems; all employees are responsible for reading and following the guidance and directives in these communications.

## II. PERSONAL USE

The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege.

Reasonable, incidental personal use of City computers and software (e.g., word processing, spreadsheets, email, Internet, etc.) is allowed but should never preempt or interfere with work. All use of City computers and software, including personal use, must adhere to provisions in this policy, including the following:

- A. Employees shall not connect personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) to City-owned systems, without prior approval from the City Administrator. If permission to connect these tools/peripherals is granted, the employee must follow provided directions for protecting the City's computer network.
- B. Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to mp3 files, wav files, movie files, iTunes files, or any other file created by copying a music CD, DVD, or files from the Internet. Staff will delete these types of files if found on the network, computers, or other City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- C. City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the City

Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to the City Administrator for a determination.

### III. HARDWARE

In general, the City will provide the hardware required for an employee to perform his or her job duties. Requests for new or different equipment should be made to your supervisor, who will forward the request to the City Administrator

The City will not supply laptop computers based solely on the desire of employees to work offsite. A laptop request form will be required for each laptop deployment, and must be signed off by the employee's supervisor and department head. Laptops will only be issued to employees who: travel frequently and require the use of a full computer while traveling; regularly use their laptop offsite; require a laptop for access to special software or systems; and/or have a documented business need for a laptop.

Only City staff may use City computer equipment. Use of City equipment by family members, friends, or others is prohibited.

Employees are responsible for the proper use and care of City-owned computer equipment. City computer equipment must be secured while off City premises; do not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment should not be exposed to extreme temperature or humidity. If a computer is exposed to extreme heat, cold, or humidity, it should be allowed to achieve normal room temperature and humidity before being turned on.

### IV. SOFTWARE

In general, the City will provide the software required for an employee to perform his or her job duties. Requests for new or different software should be made to your supervisor, who will forward the request to City Administrator.

Employees shall not download or install any software on their computer without the prior approval of the City Administrator. Exceptions to this include updates to software approved by Information Technology such as Microsoft updates, Adobe Reader, and Adobe Flash. Staff may, without notice, remove any unauthorized programs or software, equipment, downloads, or other resources.

**Electronic Mail:** The City provides employees with an email address for work-related use. Some personal use of the City email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies.

Employee emails (including those that are personal in nature) may be considered public data for both e-discovery and information requests and may not be protected by privacy



laws. Email may also be monitored as directed by the City authorized staff and without notice to the employee.

Employees must adhere to these email guidelines:

- A. Never transmit an email that you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, swearing, etc.).
- B. Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- C. Do not open email attachments or links from an unknown sender. Delete junk or “spam” email without opening it if possible. Do not respond to unknown senders.
- D. Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.

***Electronic Calendars:*** A shared calendar environment is provided as part of the City’s email software program. All employees are required to keep their electronic calendar up to date and, at a minimum, must grant all staff the ability to view their calendar.

***Instant Messaging:*** Due to data retention concerns, the City does not provide employees with resources or tools to communicate by instant messaging (IM) when conducting City business. Employees are not allowed to use IM as a mechanism for personal communication through the City’s computer network or when using City equipment, and are not allowed to download or install any IM software on their City computer.

***Personal Devices:*** Employees may choose to use their own equipment to read or compose email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City’s email server, their personal devices could be searched during an e-discovery or other court-ordered scenarios, and agree to grant access to their personal devices should such a situation arise.

## V. SECURITY

***Passwords:*** Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- A. Passwords must be at least eight characters long and include at least three of the following: lowercase character; uppercase character; and a number or non-alphanumeric character (e.g., \*, &, %, etc.). (Example: JOyfully!) Password requirements may be changed as necessary, as determined by the City’s information technology consultant.

- B. Passwords should not be shared or told to other staff. If it is necessary to access an employee's computer when he or she is absent, contact your supervisor or the City Administrator; the City's information technology consultant will not provide access to staff accounts without approval of the City Administrator.
- C. Passwords should not be stored in any location on or near the computer, or stored electronically such as in a cell phone or other mobile device.
- D. Employees must change passwords every 60 days when prompted, or on another schedule as determined by the City's information technology consultant.

**Network access:** Non-City-owned computer equipment used in the City's building should only use the wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City's computer network via a network cable. Exceptions may be granted by the City Administrator.

Personal computer equipment may not be connected to the City's network without prior approval of the City Administrator. Personal equipment may be subject to password requirements or other electronic security measures as determined by the City Administrator.

**Remote Access to the Network:** Examples of remote access include, but are not limited to: Outlook Web Access (web mail), virtual private network (VPN), Windows Remote Desktop, and Windows Terminal Server connections. While connected to City computer resources remotely, all aspects of the City's Computer Use Policy will apply, including the following:

- A. With the exception of Outlook Web Access, remote access to the City's network requires a request from a supervisor and approval from the City Administrator. Remote access privileges may be revoked at any time by an employee's City Administrator.
- B. If remote access is from a non-City-owned computer, updated anti-virus software must be installed and operational on the computer equipment, and all critical operating system updates must be installed prior to connecting to the City network remotely. Failure to comply could result in the termination of remote access privileges.
- C. Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing the City's cellular connection to visit websites.
- D. Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections are not secure and could pose a security risk if used to transmit City passwords or private data while connecting to City

resources. Wireless connections include those over cellular networks and wireless access points, regardless of the technology used to connect.

## **VI. INTERNET**

The following considerations apply to all uses of the Internet:

- A. Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- B. Reasonable personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- C. If an employee's use of the Internet is compromising the integrity of the City's network, staff may temporarily restrict that employee's access to the Internet. If staff does restrict access, they will notify the employee, HR, and the employee's manager as soon as possible, and work with the employee and manager to rectify the situation.
- D. The City may monitor or restrict any employee's use of the Internet without prior notice, as deemed appropriate by the employee's supervisor.

## **VII. DATA RETENTION**

Electronic data should be stored and retained in accordance with the City's records retention schedule.

***Storing and Transferring Files:*** If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private, check with your supervisor. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the City Administrator.

Employees must adhere to these guidelines when transferring and storing electronic files:

- A. All electronic files must be stored on network drives. The City will not back up documents stored on local computer hard drives, and holds no responsibility for recovery of documents on local computer hard drives should they fail. Files may be temporarily stored on a laptop hard drive when an employee is traveling/offsite; however, the files should be copied to network as soon as possible.
- B. Electronic files, including emails and business-related materials created on an employee's home or personal computer for City business, must be transferred to

and stored on the City's network. City-related files should not be stored on an employee's personal computer, unless otherwise defined in this policy.

- C. All removable storage media (e.g., CD-ROM, flash or USB drive, or other storage media) must be verified to be virus-free before being connected to City equipment.
- D. Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage.
- E. Email that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City will not retain emails longer than one year on the network or in network back-ups.
- F. Electronic files or emails that may be classified as protected or private information should be stored in a location on the City's network that is properly secured.
- G. Any files considered private or confidential should not be stored anywhere other than the City's network. If there is a need to take confidential information offsite, it must be stored on encrypted media; the City's information technology consultant can assist in the encryption of media.

**Employee signature**

I have received and read the above policy and have had an opportunity to ask any questions. I understand that my failure to follow this policy may result in disciplinary action, including revocation of system privileges or termination.

\_\_\_\_\_ (Print Employee Name)

\_\_\_\_\_ (Employee Signature)

\_\_\_\_\_ (Print Department Name)

\_\_\_\_\_ (Date)

Jesse Linder  
109 E New York Ave.  
Gilbert, MN 55741  
218-391-9047

27 September 2016

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

Dear Mr. Craig Wainio:

I would like to inform you that I am resigning from my position as Maintenance for the City of Mountain Iron, effective 11 October 2016. I have been offered another position I could not turn down.

Sincerely,



Jesse Linder

**COUNCIL LETTER 100316-IVG5**  
**PERSONNEL COMMITTEE**  
**POSTING AND ADVERTISE**

**DATE:** September 28, 2016

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

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Staff is requesting authorization to post and advertise for the Maintenance position which is being vacated by Mr. Linder.

**COUNCIL LETTER 100316-VIA  
ADMINISTRATION  
RESOLUTION NUMBER 41-16**

**DATE:** September 28, 2016

**FROM:** Craig J. Wainio  
City Administrator

---

Resolution Number 41-16 sets a public hearing for the proposed vacation of the park designation for the parcel of property north of the lots on Garden Drive North. A hearing is being set for the first meeting in November. After the hearing the City Council will then determine whether or not to vacate the park designation. If the Council votes to remove the designation then we will file the request with district court to have the designation removed. Once removed, the City Council will have the authority to do what it wants with the property.



# 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 41-16

### SETTING A PUBLIC HEARING ON A VACATION

**WHEREAS**, the City Council pursuant to Minnesota Statute §412.851 desires to consider the vacation of the park designation for the following:

That part of the PARK in SOUTH GROVE ADDITION to the City of Mountain Iron according to the recorded plot thereof described as follows.

Beginning at the northeast corner of Lot 1 Block 12 of said SOUTH GROVE ADDITION; thence North 04 degrees 25 minutes 32 seconds West along the northerly extension of the east line of said Lot 1 for a distance of 203.29 feet to the north line of said PARK; thence South 85 degrees 57 minutes 38 seconds West along said north line for a distance of 765.52 feet to the northwest corner of said PARK; thence South 04 degrees 25 minutes 32 seconds East along the west line 208.45 feet to the southwest corner of said PARK; thence North 85 degrees 34 minutes 28 seconds East along the south line of said PARK 756.50 feet to the point of beginning.

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

1. The Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 7<sup>th</sup> day of November, 2016, before the City Council in the Community Center located at 8586 Enterprise Drive South at 6:30 pm.
2. The City Administrator is hereby directed to give published, posted and mailed notice of such hearing as required by law.

**DULY ADOPTED BY THE CITY COUNCIL THIS 3<sup>rd</sup> DAY OF OCTOBER, 2016.**

\_\_\_\_\_  
Mayor Gary Skalko

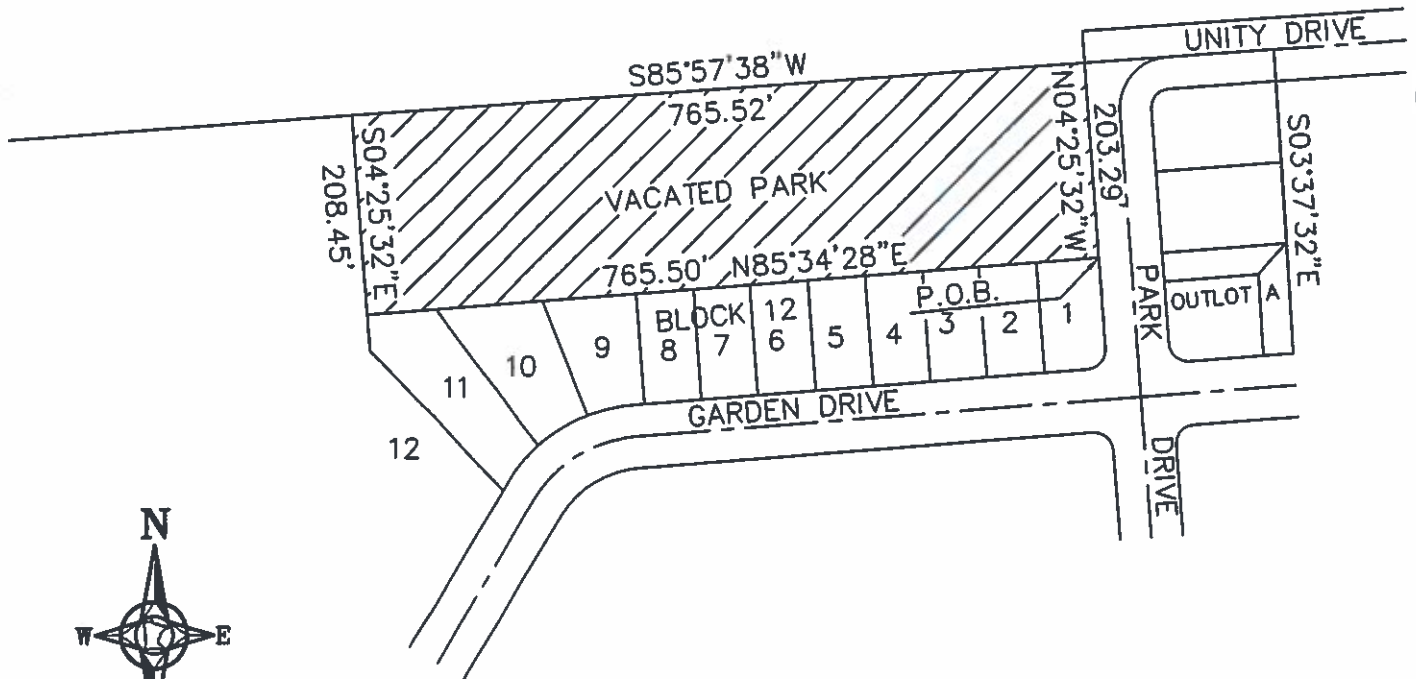
ATTEST:

\_\_\_\_\_  
City Administrator



# DESCRIPTION EXHIBIT

That part of the PARK in SOUTH GROVE ADDITION to the City of Mountain Iron according to the recorded plat thereof described as follows.  
 Beginning at the northeast corner of Lot 1 Block 12 of said SOUTH GROVE ADDITION; thence North 04 degrees 25 minutes 32 seconds West along the northerly extension of the east line of said Lot 1 for a distance of 203.29 feet to the north line of said PARK; thence South 85 degrees 57 minutes 38 seconds West along said north line for a distance of 765.52 feet to the northwest corner of said PARK; thence South 04 degrees 25 minutes 32 seconds East along the west line 208.45 feet to the southwest corner of said PARK; thence North 85 degrees 34 minutes 28 seconds East along the south line of said PARK 756.50 feet to the point of beginning.



I hereby certify that this plan, specification or report was prepared by me or under my supervision and that I am a duly registered LAND SURVEYOR under the laws of the State of MINNESOTA



**Benchmark**  
ENGINEERING, INC.

8878 Main Street Post Office Box 761  
 Mountain Iron, Minnesota 55761  
 Phone 218/735-8914

*Rodney Lanning*

Date: 9-16-16 Reg. No. 19797

**COUNCIL LETTER 100316-VIB**

**ADMINISTRATION**

**RESOLUTION NUMBER 42-16**

**DATE:** September 28, 2016

**FROM:** Craig J. Wainio  
City Administrator

---

Resolution Number 42-16 authorizes the sale of property to Habitat for Humanity. The property was tax forfeit and the City acquired it from the County. Also, with the assistance for the IRRRB, we previously demolished the house that was on the property. The property is located at 5700 Mineral Avenue and the proposed purchase price is \$1000 to cover our costs.



# CITY OF MOUNTAIN IRON

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

## RESOLUTION NUMBER 42-16

### AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES

**WHEREAS**, the City of Mountain Iron acquired certain property from the State of Minnesota as recorded in Document Number 01292419 recorded on September 1, 2016; and

**WHEREAS**, the parcel has a parcel identification number of 175-0020-00400; and,

**WHEREAS**, the City of Mountain Iron has heretofore determined that it is beneficial to the City to convey this property to North Saint Louis County Habitat for Humanity, a Minnesota Nonprofit Corporation.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that the Mayor and City Administrator execute the deeds to convey to North Saint Louis County Habitat for Humanity, a Minnesota Nonprofit Corporation, real properties in St. Louis County, Minnesota, described as follows:

Lot 13 of Block 3 in Merritts First Addition to Mountain Iron

**DULY ADOPTED BY THE CITY COUNCIL THIS 3<sup>rd</sup> DAY OF OCTOBER, 2016.**

\_\_\_\_\_  
Mayor Gary Skalko

ATTEST:

\_\_\_\_\_  
City Administrator



# Saint Louis County

Land and Minerals Dept. • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov) • [landdept@stlouiscountymn.gov](mailto:landdept@stlouiscountymn.gov)

**Mark Weber**  
Land Commissioner

September 19, 2016

City of Mt Iron  
8586 Enterprise Dr S  
Mt Iron, MN 55768

Dear Property Owner:

Your final payment has been processed and the recorded original State Deed for your property is enclosed.

Thank you for doing business with St. Louis County.

Sincerely,

Pam Brown  
Support Staff

pb

Enclosures

c: Area file

Land Commissioner's Office  
320 West 2<sup>nd</sup> Street, GSC 302  
Duluth, MN 55802  
(218) 726-2606  
Fax: (218) 726-2600

Pike Lake Area Office  
5713 Old Miller Trunk Hwy  
Duluth, MN 55811  
(218) 825-2700  
City Council 5-3733

Virginia Area Office  
7820 Highway 135  
Virginia, MN 55792  
(218) 742-9898  
Fax: (218) 742-9870

09/29/2016

43

Office of the Registrar of Titles  
St. Louis County, Minnesota  
Recorded on 08/31/2016  
At 12:09PM

Document No. 975426.0

Affecting Certificate(s) of Title

300425.0

Mark A. Monacelli  
Registrar of Titles

By R MacDonell Deputy  
TFR 10024287

Auditor

Deed Tax \$11.55

PIN(s) 175-0020-00400, 175-0010-01550, 175-0010-01560

Transfer Number(s) 100635

Deed Transfer  
No delinquent taxes and transfer entered  
This 31st day of August, 2016  
Donald Dicklich, County Auditor  
By Karen Glowacki Deputy

CERTIFICATE OF VALUE FILED

PAID BY  
SALE OF LAND  
DESCRIBED WITHIN

August 31st, 2016

Donald Dicklich, County Auditor  
By Karen Glowacki Deputy

This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

Notes:

Office of the County Recorder  
St. Louis County, Minnesota  
Recorded on 09/01/2016  
At 11:37AM

Document No. 01292419

Mark A. Monacelli  
County Recorder

By B Goodreau Deputy  
AFR 10024384

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Auditor

PIN(s) 175-0020-00400, 175-0010-01550, 175-0010-01560

Transfer Number(s) 100635

Deed Transfer  
No delinquent taxes and transfer entered  
This 1st day of September, 2016  
Donald Dicklich, County Auditor  
By Dora Salo Deputy

CERTIFICATE OF VALUE FILED

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This page has been added by the St. Louis County Recorder/Registrar of Titles to add the recording information to the attached document.

Notes:

### Conveyance of Forfeited Lands

Issued Pursuant to Minnesota Statute, Chapter 282

eCRV #545437

Deed Tax Due: \$11.55  
Date: 8/9/16

Commissioner's Deed No. **0212528**

WHEREAS, the real property described below has become duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes or otherwise, and,

WHEREAS, pursuant to Minnesota Statutes section 282.01, subdivision 1a, paragraph (b) or subdivision 3 or subdivision 7a and related provisions, the Grantee has purchased the real property described below, and

WHEREAS, the Commissioner of Revenue has determined that the Grantee has fully complied with the conditions for said conveyance and is entitled to an appropriate conveyance of the real property, and,

NOW, THEREFORE, for valuable consideration and pursuant to said laws, the Commissioner of Revenue, acting on behalf of the State of Minnesota, a sovereign body ("Grantor"), does hereby convey and quitclaim to City of Mountain Iron ("Grantee"), real property in St Louis County, State of Minnesota legally described as follows:

**LOT: 0013 BLOCK: 003, MERRITTS 1ST ADDITION TO MOUNTAIN IRON also N 1/2 OF LOT 1, BLOCK 15, TOWN OF GRANT also S 1/2 OF LOT 1, BLOCK 15, TOWN OF GRANT**

Subject to all easements of record and rights of way,

Check here if all or part of the described real property is Registered (Torrens) ( X )

together with all hereditaments and appurtenances belonging thereto, but excepting and reserving to the said state, in trust of the taxing districts concerned, all mineral rights, as provided by law.

Check applicable box:

- ( X ) The Seller certifies that the Seller does not know of any wells on the described real property.
- ( ) A well disclosure certificate accompanies this document.  
(If electronically filed, insert WDC number: )
- ( ) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

NOTE: The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating the above.

BY STATE OF MINNESOTA, CYNTHIA BAUERLY, Commissioner of Revenue

By Gary Martin  
GARY MARTIN, duly appointed representative of the Commissioner of Revenue.

State of Minnesota  
County of Ramsey

This instrument was acknowledged before me on 26th day of August, 2016, by GARY MARTIN, duly appointed representative of the Commissioner of Revenue, on behalf of the State.

Judith Arnette Rubelke

THIS INSTRUMENT WAS DRAFTED BY  
Minnesota Department of Revenue  
600 North Robert Street, 4<sup>th</sup> Floor  
St Paul, MN 55146

C2 160145



Tax statements for the real property described in this document should be sent to:  
Name: **City of Mt Iron**  
Address: **8586 Enterprise Dr S  
Mt Iron, MN 55768**

**COUNCIL LETTER 100316-VIC**

**ADMINISTRATION**

**RESOLUTION NUMBER 43-16**

**DATE:** September 28, 2016

**FROM:** Craig J. Wainio  
City Administrator

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Resolution Number 43-16 authorizes the sale of refunding bonds. Through the refunding of bonds the City anticipates to save \$50,000 due to lower interest rates. No additional debt is being taken on by the City this is a simple refunding of existing debt.





# 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 43-16

### AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$580,000 GENERAL OBLIGATION IMPROVEMENT REFUNDING BONDS, SERIES 2016A

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

#### Section 1. Purpose, Authorization, and Award.

##### 1.01 Authority.

A. Pursuant to authority contained in Minnesota Statutes, Chapters 429 and 475, the Council directs the issuance and sale of \$580,000 General Obligation Improvement Refunding Bonds, Series 2016A (the "Bonds"), for the purpose of refunding the outstanding principal of the Issuer's \$1,455,000 General Obligation Improvement Bonds, Series 2007A (the "Prior Bonds") in the amount of \$555,000 (the "Refunded Bonds") on February 1, 2017 (the "Redemption Date"); and

B. The Prior Bonds were issued pursuant to a resolution of the Council adopted August 20, 2007 (the "Prior Resolution"), for the purposes of financing a portion of the costs of local public improvements (the "Project") which are to be paid for in part by special assessments levied or to be levied upon benefitted property (the "Special Assessments") for payment of part of the interest cost of the Bonds herein and for payment of part of the issuance costs of the Prior Bonds.

C. The principal of and interest on the Bonds shall be paid from Special Assessments and ad valorem taxes (the "Taxes"). (The Special Assessments and Taxes are collectively referred to herein as the "Pledged Revenues.")

1.02 Bonds Previously Sold. The Issuer elects to apply the exception to the public sale requirement contained in Minnesota Statutes, Section 475.60, Subdivision 2(2) and will not sell obligations pursuant to this exception in an amount exceeding \$1,200,000 during the 12-month period ending November 30, 2017.

1.03 Award of Sale The Issuer has received an offer from Northland Securities, Inc. of Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds at a cash price of \$\_\_\_\_\_, plus accrued interest on the total principal amount from November 1, 2016, to the date of delivery upon the terms and conditions hereafter specified in this Resolution. The Council, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is accepted.

Section 2. Terms of the Bonds.

2.01 Date and Maturities. A. The Bonds shall be (i) issued as fully-registered bonds, (ii) designated "\$580,000 General Obligation Improvement Refunding Bonds, Series 2016A," (iii) dated November 1, 2016, as the date of original issue, (iv) issued in the denomination of \$5,000, or any integral multiple thereof, (v) issued in fully registered form, and (vi) lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Amount	Interest Rate

2.02 Redemption. A. The Bonds maturing on and prior to February 1, 2024 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the

name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the years \_\_\_, \_\_\_ and \_\_\_ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.02D at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 20\_\_:

Year	Amount

For Bonds maturing on February 1, 20\_\_:

Year	Amount

For Bonds maturing on February 1, 20\_\_:

Year	Amount

2.03 Interest Payment Dates. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an “Interest Payment Date”) commencing on August 1, 2017. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners’ addresses shown on such bond registration records.

Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Northland Trust Services, Inc. as registrar, authenticating agent and transfer agent for the Bonds (such bank or its successors is herein referred to as the “Bond Registrar”), and shall do so until a successor Bond

Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and the Administrator are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is designated as the depository (the "Depository") with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City Council. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City Council on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Bond may be made on

the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.02 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

### 3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

### 3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Representation Letter") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Representation Letter are ratified.

B. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Representation Letter, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Representation Letter.

E. The provisions in the Representation Letter are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Representation Letter shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen,

or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

R-\_\_\_\_\_ \$\_\_\_\_\_

CITY OF MOUNTAIN IRON  
GENERAL OBLIGATION IMPROVEMENT REFUNDING BOND,  
SERIES 2016A

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	November 1, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Mountain Iron, St. Louis County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2017, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.



**Payment.** The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Northland Trust Services, Inc., as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than 10 days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Bonds maturing on and prior to February 1, 2024 shall not be subject to redemption before maturity, but those maturing, or subject to mandatory redemption, after such date are each subject to redemption and prepayment at the option of the Issuer on such date, and on any day thereafter, in whole or in part, and if in part at the option of the Issuer and in such manner as the Issuer shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest to the date of redemption.

**Mandatory Redemption.** The Bonds maturing on February 1 in the years \_\_\_\_, \_\_\_\_ and \_\_\_\_ shall be subject to mandatory redemption prior to maturity

pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

**Notice of and Selection of Bonds for Redemption.** Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey (“DTC”), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the “Representation Letter”).

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

**Issuance; Purpose.** This Bond is one of a series issued by the Issuer in the aggregate amount of \$580,000, all of like date and tenor, except as to number, maturity date, denomination, redemption privilege and interest rate, pursuant to the authority contained in: (i) Minnesota Statutes, Chapters 429 and 475 and all other laws thereunto enabling and (ii) an authorizing resolution adopted by the governing body of the Issuer on October 3, 2016 (the “Resolution”), for the purpose of refunding on February 1, 2017, the outstanding principal amounts of the Issuer’s \$1,455,000 General Obligation Improvement Bonds, Series 2007A. The principal of and interest on the Bonds are payable primarily from special assessments levied or to be levied against benefitted property, ad valorem taxes and from a portion of the proceeds of the Bonds. Reference is made to the Resolution for a full statement of rights and powers thereby conferred.

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

**Denominations; Exchange.** The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Registration; Transfer.** This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar’s Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the Issuer is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Mountain Iron, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile or manual signature of the Mayor and attested by the facsimile or manual signature of the Administrator.

*(form-no signature required)*  
Administrator

*(form-no signature required)*  
Mayor

**BOND REGISTRAR’S AUTHENTICATION CERTIFICATE**

The Bond Registrar confirms that the books reflect the ownership of this Bond registered in the name of the owner named above in the principal amount and maturing on the date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

NORTHLAND TRUST SERVICES, INC.

By \_\_\_\_\_  
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Northland Trust Services, Inc., of Minneapolis, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of Northland Trust Services, Inc., as Bond Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
11/8/16	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

(Name and Address of Assignee)

\_\_\_\_\_ Social Security or Other

\_\_\_\_\_ Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Covenants, Funds and Accounts.

5.01 Covenants. It is hereby determined that the Project will directly and indirectly benefit abutting property, and the Issuer hereby covenants with the holders from time to time of the Bonds as follows:

A. The Issuer has caused the Special Assessments to be promptly levied and has taken and will take all steps necessary to assure prompt collection of the Special Assessments. Construction of the Project has been completed. Council will cause all further actions and proceedings to be taken with due diligence that are required for the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

B. The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the Project and Special Assessments and other funds appropriated for their payment, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

C. The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

D. The Council covenants and agrees with the holders of the Bonds and with its taxpayers that it has assessed against benefitted property not less than 20% of the cost of the Project.

5.02 Funds, Accounts, Appropriations and Revenues. There is created a special fund to be designated the "2016 Improvement Refunding Bonds Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund three separate accounts, to be designated the "Refunding Account," the "Cost of Issuance Account" and the "Debt Service Account," respectively:

A. *Refunding Account.*

(i) On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds, less amounts allocated as capitalized interest, if any (the "Capitalized Interest"), less amounts used to pay part of the interest cost of the Bonds as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest"), less the Accrued Interest and less any amounts allocated to payment of costs of issuance of the Bonds (the "Proceeds"), to the Refunding Account.

(ii) Moneys on deposit in the debt service account established in the Prior Resolution (the "Prior Debt Service Fund") are pledged and appropriated and shall be transferred to the Refunding Account for payment of the Refunded Bonds on the Redemption Date. Upon redemption of the Refunded Bonds on the Redemption Date, the Prior Debt Service Fund shall be terminated. Any Taxes levied under the Prior Resolution and collected after the Redemption Date shall be deposited in the Debt Service Account.

B. *Cost of Issuance Account.* On receipt of the purchase price of the Bonds, the Issuer shall credit the proceeds from the sale of the Bonds, less the Capitalized Interest, less the Additional Interest, less the Accrued Interest and less the amount required to meet the requirements of the Refunding Account to the Cost of Issuance Account. Proceeds from the Bonds on deposit in the Cost of Issuance Account shall be used from time to time to pay, or reimburse the Issuer for payment of costs of issuance of the Bonds, as such become due. Any funds remaining in the Cost of Issuance Account upon payment in full of the costs of issuance of the Bonds shall be transferred to the Debt Service Account.

C. *Debt Service Account.*

(i) There are hereby irrevocably appropriated and pledged to the Debt Service Account: (i) the Pledged Revenues; (ii) the Capitalized Interest; (iii) the Accrued Interest; (iv) the Additional Interest; (v) the Taxes hereinafter levied; (vi) any funds remaining in the Prior Debt Service Fund upon payment of the Refunded Bonds in full on the Redemption Date; (vii) any funds remaining on deposit in the Cost of Issuance Account upon payment in full of the cost of issuance of the Bonds; (viii) any Taxes levied for payment of the Refunded Bonds collected after the Redemption Date; and (ix) investment earnings, if any, on the moneys identified in preceding clauses (i) through (viii). The money in the Debt Service Account shall be used for no purpose other than the payment of principal of and interest on the Bonds.

(ii) If the balances in the Debt Service Account are ever insufficient to pay all principal and interest then due on the Bonds, the Administrator shall nevertheless provide sufficient money from any other funds of the Issuer which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

5.03 Tax Levy. A. For the purpose of paying part of the debt service on the Bonds, there is hereby levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto (the "Tax Levies"), which is incorporated by reference as though fully set forth herein. The Tax Levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

B. The Tax Levies are such that if collected in full, they together with estimated collections of investment earnings and Special Assessments herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

5.04 Investments. Monies on deposit in the Fund, Cost of Issuance Account and the Debt Service Account may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit payment of the principal and interest on the Bonds when due.

5.05 Additional Covenants. It is recognized, however, that the Issuer's liability on the Bonds is not limited to the Pledged Revenues, and the Council covenants and agrees that it will levy upon all taxable property within the Issuer, and cause to be extended, assessed, and collected, any taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.



Section 6. Tax Covenants.

6.01 General. The Issuer covenants and agrees with the holders of the Bonds that it will: (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

6.02 Arbitrage Rebate Exception. The Issuer expects all proceeds of the Bonds will be spent within six months of the date of closing and delivery of the Bonds and no rebate of arbitrage profits will be required. In the event proceeds of the Bonds are not so spent, the Issuer will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

6.03 Bank Qualification of Bonds. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Issuer hereby makes the following factual statements and representations:

A. the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

B. the Issuer hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code:

C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Bonds are issued will not exceed \$10,000,000; and

D. not more than \$10,000,000 of obligations issued by the Issuer during the calendar year in which the Bonds are issued have been designated for purposes of Section 265(b)(3) of the Code.

Section 7. Refunding; Findings; Redemption of Refunded Bonds.

7.01 Findings. It is hereby found and determined that:

A. based upon information presently available from the Issuer’s financial advisers, the issuance of the Bonds is consistent with covenants in the Prior Resolution and is necessary and desirable for the reduction of debt service cost to the Issuer and for the adjustment of the maturities in relation to the resources available for their payment;

B. the proceeds of the Bonds and other available funds of the Issuer in the Prior Debt Service Fund will be sufficient to prepay all of the principal of and interest on the Refunded Bonds on the Redemption Date; and

C. the proceeds of the Prior Bonds have been fully expended for the governmental purpose for which the Prior Bonds were issued.

7.02 Notice of Redemption. The Refunded Bonds shall be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as Attachment B, respectively, which terms and conditions are hereby approved and incorporated herein by reference. Any actions taken by the Administrator or his or her designee with respect to giving notice of redemption of the Refunded Bonds in substantially the form set forth in Attachment B are ratified and confirmed.

7.03 Discharge of Covenants. When the principal of the Refunded Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Refunded Bonds shall cease, except that the pledge of the full faith and credit of the Issuer for the prompt and full payment of the principal and interest on the Refunded Bonds shall remain in full force and effect. The Issuer may discharge all Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the redemption date.

## Section 8. Certificate of Proceedings.

8.01 Filing with County Auditor. The Administrator or the duly authorized designee thereof is directed to file with the County Auditor a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register.

8.02 Certified Proceedings. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser of the Bonds and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

8.03 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

8.04 Offering Materials. The Mayor and the Administrator are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

Section 9. Post-Issuance Tax Compliance. The City Council has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The City Council hereby approves the Policy and Procedures for the Bonds. The Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

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**DULY ADOPTED BY THE CITY COUNCIL THIS 3<sup>rd</sup> DAY OF OCTOBER, 2016.**

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Mayor Gary Skalko

ATTEST:

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City Administrator

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

I, the duly qualified and acting Administrator of the City of Mountain Iron, Minnesota, do hereby certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of the proceedings of the regular meeting of the Council, held at the City of Mountain Iron, Minnesota, on October 3, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand this 3<sup>rd</sup> day of October, 2016.

\_\_\_\_\_  
Administrator

ATTACHMENT A

\$580,000 General Obligation Improvement Refunding Bonds, Series 2016A  
City of Mountain Iron, Minnesota

Levy Year	Collection Year	Total Tax Levy

ATTACHMENT B

NOTICE OF CALL FOR REDEMPTION

City of Mountain Iron, Minnesota

\$1,455,000 General Obligation Improvement Bonds, Series 2007A  
dated September 1, 2007

NOTICE IS HEREBY GIVEN that, by order of the City of Mountain Iron, Minnesota (the "Issuer"), there have been called for redemption and prepayment on *February 1, 2017* (the "Redemption Date") all outstanding bonds of the Issuer designated above, having stated maturity dates of February 1 in the years 2018, 2021, 2024 and 2028 totaling \$555,000 in outstanding principal amount, and with the following CUSIP numbers:

<u>Certificate No.</u>	<u>Maturity (February 1)</u>	<u>Amount*</u>	<u>Rate</u>	<u>CUSIP No.**</u>
R-8	2018	\$120,000	4.15%	624131 HE 1
R-9	2021	\$110,000	4.30%	624131 HF 8
R-10	2024	\$125,000	4.50%	624131 HG 6
R-11	2028	\$200,000	4.65%	624131 HH 4

The principal of Bonds in the amount of \$555,000 is being called at a price of par plus accrued interest to the Redemption Date on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Northland Trust Services, Inc., 45 South 7th Street, Suite 2000, Minneapolis, MN 55402, on or before the Redemption Date.

Dated: \_\_\_\_\_, 2016

BY ORDER OF THE CITY COUNCIL OF THE CITY  
OF MOUNTAIN IRON, MINNESOTA

**Important Notice:** In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

\* Indicates full call of stated maturity.

\*\* Neither the Issuer nor the Fiscal Agent/Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE  
CITY COUNCIL OF  
THE CITY OF MOUNTAIN IRON, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Mountain Iron, St. Louis County, Minnesota, was duly called and held at the Mountain Iron Room of the Mountain Iron Community Center in the City of Mountain Iron, Minnesota on Monday, October 3, 2016, at 6:30 p.m.

The following members were present:

and the following members were absent:

MOTION: Member \_\_\_\_\_ moved to adopt a resolution entitled "Resolution Authorizing the Issuance, Sale and Delivery of \$580,000 General Obligation Improvement Refunding Bonds, Series 2016A"

SECOND:

RESULT: On a roll call vote the motion was carried.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Not Voting: \_\_\_\_\_  
Absent: \_\_\_\_\_



