MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER

MOUNTAIN IRON ROOM

TUESDAY, JANUARY 3, 2005 - 6:30 P.M.

AGENDA

I.	Roll Call
II.	Consent Agenda
	A. Minutes of the December 19, 2005 Regular Meeting (#1-18)

- C. Receipts
- D. Bills and Payroll

III. Public Forum

B.

- A. Reorganization and Appointments (#19-20)
 - 1. Appoint Deputy Mayor
 - 2. Appoint City Attorney

Communications (#44-48)

- 3. Appoint City Engineer
- 4. Designate Official Newspaper
- 5. Set Days and Times for Regular City Council Meetings
- 6. Designate Official Depositories
- 7. Appointments to Boards and Commissions
 - a) Planning and Zoning Commission
 - b) Utility Advisory Board
 - c) Parks and Recreation Board
 - d) EDA Board

IV. Committee and Staff Reports

- A. Mayor's Report
 - 1. Library Board Directive(#21)
- B. City Administrator's Report
 - 1. Lease Renewal (#22-23)
- C. Director of Public Works Report
- D. Director of Parks and Recreation Report
- E. Fire Department
 - 1. Officers Pay Adjustment(#24)
- F. Personnel Committee
 - 1. Memorandum of Understanding (#25-27)
 - 2. WWTP Operator Job Analysis (#28-29)
- G. City Engineer's Report
 - 1. WWTP Report (#30-38)
- H. Liaison Reports

V. Unfinished Business

- A. Johnson Area Blight Situation (#39)
- B. Reschedule January 18th City Council Meeting (#40)

VI. New Business

- A. Grad Party Request (#41)
- B. Taping of City Council Meetings(#42)
- C. Unity Sidewalk Crossing(#43)
- D. Communications (#44-48)

VII. Open Discussion

- VIII. Announcements
- IX. Adjourn

MINUTES MOUNTAIN IRON CITY COUNCIL DECEMBER 19, 2005

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Allen Nelson, Dale Irish, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Larry Nanti, Recreation Director; Joe Stewart, Sergeant; Sam Aluni, City Attorney; and Rod Flannigan (entering at 6:31 p.m.)

It was moved by Skalko and supported by Nelson that the consent agenda be approved as follows:

1. Add/move the following items on the agenda:

Add:

IV. A. 3. Retirement-Librarian

V. C. ATV Funding

Move:

V. B. Early Retirement Agreement to IV. A. 4.

- 2. Approve the minutes of the December 5, 2005, City Council meeting as submitted.
- 3. Approve the minutes of the November 28, 2005, Committee-of-the-Whole meeting with the following correction:
 - Page 4, paragraph 8, "......Councilor Prebeg felt that this may cost about \$60,000 plus including in-kind services..."
- 4. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
- 5. To acknowledge the receipts for the period December 1-15, 2005, totaling \$663,624.62, (a list is attached and made a part of these minutes).
- 6. To authorize the payments of the bills and payroll for the period December 1-15, 2005, totaling \$406,436.41, (a list is attached and made a part of these minutes).

The motion carried on the following roll call vote: Prebeg, yes; Nelson; yes; Irish, no; Roskoski, yes; and Skalko, yes.

Wilbert Johnson, 5521 Nichols Avenue, Mountain Iron, stated that Councilor Roskoski has bad mouthed the Council for not taking care of the blight matter at P & H MinePro. He said that he recalled that in May of 2005 it was on the agenda to pass a new blight ordinance for the City of Mountain Iron and Councilor Roskoski wanted to nit pick the ordinance and it still has not passed. Mr. Johnson said that Councilor Roskoski is only concerned with the blight issue in his area, not the blight issue by his property. Councilor Roskoski said that was not true. Councilor Roskoski said that the Blight Committee was working on the Ordinance and somehow it was found that the City Ordinance as stated was sufficient. Councilor Prebeg said

that the City has gone through all of the procedures complying with the law as it pertains to the City. Mr. Johnson stated that he still has a building four feet from his property line. The Mayor asked the Blight Officer to look into the matter. The Blight Officer stated that he would advise the Zoning Administrator.

The Mayor stated that he has been contacted regarding some concerns regarding the Christmas decorations in the Downtown Area and Parkville. The Mayor said that it is a two year program for 2005 and 2006 to have all areas of the City receive new Christmas decorations.

The Mayor also outlined a letter received from Nancy Larson regarding the CDBG Program. The Mayor stated that the City of Mountain Iron had received funding from CDBG for the Library. He stated that this is federal funding and is distributed through Saint Louis County. He said that the funding had been cut by ten percent for this year and they are also facing cuts for 2006. The Mayor said that Citizens and City Council members should be contacting the legislators requesting that no further cuts be made to the CDBG program.

It was moved by Skalko and supported by Prebeg to accept the resignation of Jennifer Overbye from the Parks and Recreation Board and Carol Kostich from the Library Board effective on December 31, 2005. The motion carried.

It was moved by Skalko and supported by Prebeg to direct City Staff to advertise for the open positions on the Utility Advisory Board, the Parks and Recreation Board, and the Library Board advertising in the Mesabi Daily News, two times, between December 26, 2005 through January 5, 2006, with the Council filling the positions at their second meeting in January. The motion carried.

It was moved by Skalko and supported by Prebeg to set the next Labor/Management meeting for Tuesday, January 10, 2006 at 2:00 p.m. The motion carried with Roskoski voting no.

It was moved by Skalko and supported by Nelson to accept the retirement of Karen Luoma as the City's Librarian effective March 31, 2006 forwarding her the usual thank you letter, plaque and retirement package. The motion carried.

It was moved by Skalko and supported by Prebeg to direct the Library Board to set up the criteria for the Library Director position and advertise for the position. After further discussion, Mayor Skalko amended his motion to refer the Library Board recommendation to the Personnel Committee and then have the Personnel Committee make a recommendation to the Council prior to the position being advertised. Councilor Prebeg supported the amendment. The motion carried.

It was moved by Skalko and supported by Nelson to refer the early retirement agreement back to the Personnel Committee and invite Attorney Aluni and Union Representative Giorgi to attend the Personnel Committee meeting and hold the meeting as soon as possible. The motion carried.

Councilor Irish questioned the Mayor regarding a meeting with Saint Louis County Commissioner Nelson regarding the Outdoor Recreation Grant whether the grant could be used

for non-motorized trails. Councilor Irish asked the Mayor what the purpose and outcome of that meeting was. The Mayor advised the Council that he wanted to know what the grant could be used for and the Mayor stated that, in his interpretation, the grant could be used for motorized and non-motorized trails. Councilor Irish asked the Mayor if he met with U. S. Steel Officials and what the purpose and outcome of the meeting was. The Mayor stated that he wished Councilor Irish had as much enthusiasm for economic development that he has for an ATV Trail. The Mayor stated that Councilor Irish is obsessed with the ATV Trail. The Mayor stated that he spoke with the DNR, RGGS, Minntac, and other officials regarding the ATV Project. The Mayor said that he has looked into the liability to the City with regard to the ATV Trails, he said that the trails are owned by the State due to the liability concerns. The Mayor stated that there has been \$40,000 allocated in the City's budget for Phase I of the ATV Trail and the Council does not even know what Phase I involves. Councilor Irish stated that he has been appointed by the City Council to work on the ATV Trails and the Mayor is going around having these private meetings with individuals about the trail. Mayor Skalko asked the City Attorney if he has the right to meet with individuals and discuss these things as they pertain to the City. The City Attorney stated that he could do this.

The Mayor asked if the City Administrator had set up a meeting with the City of Virginia with regard to 16th Avenue. The City Administrator said that he was not able to establish a date that worked with the City of Virginia. Councilor Irish requested that a meeting of the Mountain Iron Street and Alley Committee be set up prior to the meeting with the City of Virginia.

Councilor Irish requested that the City Administrator put together the information regarding the railroad right-of-way sale in Parkville Addition including the amount paid by each land owner.

Councilor Irish also questioned the City Administrator regarding the USDA Library check presentation. He said that the letter sent to the Council had the wrong date on it.

Councilor Roskoski asked the City Administrator if the letter was sent to the residents that are not in compliance with the sump pump ordinance. He requested that a copy of the letter be forwarded to the Council.

It was moved by Prebeg and supported by Nelson to approve the two year Minnesota Power training agreement in the amount of \$5,400, (a copy is attached and made a part of these minutes). The motion carried.

Councilor Irish questioned the Director of Public Works regarding the street lighting on Heron Street and Falcon Avenue in Parkville. The Director of Public Works said that this has not been brought to the Utility Advisory Board (UAB) yet. Councilor Irish asked if the UAB recommended disconnecting the lights. The Director of Public Works stated that the Utility Advisory Board did not make a recommendation to disconnect the lights; they were disconnected when the area was vacated. The Director of Public Works stated that the Council sent the request to reconnect the lights to the UAB for a recommendation.

Councilor Irish asked the Director of Public Works for a copy of the permit for the reducing station for the gas line on Grant Street.

Councilor Roskoski asked the Director of Public Works about who owns the barricades on the abandoned streets in Parkville. The Director of Public Works stated some of the barricades are the City's and some are U. S. Steel's. He further stated that U.S. Steel would have to place signage on the abandoned streets because it is there property.

It was moved by Roskoski and supported by Skalko to accept the recommendation of the Recreation Director and authorize the purchase of the equipment for the South Grove Playground equipment in 2005 from Earl F. Anderson through the Northeast Service Cooperative for \$36,378.15 as approved by the South Grove Group. The motion carried unanimously on a roll call vote.

Councilor Roskoski questioned the Recreation Director regarding the Parks and Recreation Board meeting with the Merritt Days Committee on January 18, 2006. The Recreation Director said that the Downtown Group would also be meeting with the Parks and Recreation Board on January 18th. Councilor Prebeg questioned if the amount that was appropriated to the Merritt Days Committee needed to be clarified. It was the consensus of the Council that the total allocation for the Merritt Days Celebration was \$8,000 total.

The Council reviewed the November 2005 Sheriff's Department Activity.

It was moved by Prebeg and supported by Skalko to refer the request for signage on Ostman Road and Otto Road to the Street and Alley Committee and the Sheriff's Department. The motion carried.

Councilor Roskoski said that they met with Canadian National Officials a few weeks ago regarding the proposed "Quiet Zone" and he asked the City Engineer how much it would cost in engineering fees to develop a scope of the project and seeking grant funds. The City Engineer stated that there was not any grant funding available for the project. The Mayor felt that Mountain Iron should not proceed to work on the project unless Virginia and Saint Louis County agree to work jointly on the project. The Mayor requested residents that are concerned with the railroad horn blowing to contact him and express their concerns.

The City Attorney updated the City Council regarding the P & H MinePro blight issue.

It was moved Skalko and supported by Irish to direct the City Engineer to complete a noise analysis on the property of the residents that had signed the blight complaint against P & H MinePro. The motion carried.

The Mayor said that he was approached by an individual from the Cemetery Association regarding purchasing the city's truck that would be for sale. The City Attorney stated that the truck should go out on bids. The City Attorney advised the Council that he spoke with the Virginia City Attorney, Tom Butorac, regarding the City funding cemetery operations. The City Attorney said that there is a State Statute regarding the City spending money to operate, maintain, and fund cemetery operations.

Councilor Roskoski stated that P & H MinePro is still doing the same things on their property. He said that they were sand blasting outside and there was a cloud of dust, paint, and grease

going into the air. He also said that P & H MinePro was dumping things on their property that should not be dumped there.

Councilor Roskoski updated the Council regarding the progress on the Library renovation. He said that he spoke with a representative from Lenci Enterprises and he advised him that the Library building is a very solid structure considering how old the building is.

It was moved by Prebeg and supported by Skalko to have the City of Mountain Iron work with the Mountain Iron-Buhl School District to purchase required acreage to obtain the land west of Unity Addition for the purchase price of \$60,000 and that the City can work with the School to buy down the purchase price by providing in-kind services and authorize the City Staff to prepare the purchase agreement. The motion carried unanimously on a roll call vote.

It was moved by Irish and Roskoski to have the trail system, including the grant, be a carryover from 2005 in the amount of \$25,497 and the grant of \$47,353 for the 2006 budget. The **motion failed** with Councilor Prebeg, Councilor Nelson and Mayor Skalko voting no.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 43-05, approving amendment to development agreement, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski voting no.

It was moved by Prebeg and supported by Skalko to adopt Resolution Number 44-05, approving sub-zone modifications and authorizing tax exemptions, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Irish and supported by Roskoski to adopt Resolution Number 45-05 amending the construction amount to \$163,580. After further discussion, the motion was amended to table the resolution until the next regular meeting. The motion carried.

It was moved by Nelson and supported by Prebeg to take Resolution Number 45-05, guaranteeing local share of construction costs and ongoing maintenance, off the table and reintroduce it and adopt it as written, (a copy is attached and made a part of these minutes). The motion carried with Councilor Irish voting no.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 46-05, guaranteeing local share of construction costs and ongoing maintenance, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Nelson to have the Personnel Committee develop the hiring criteria, advertise externally for the water/wastewater treatment plant operator position and make a hiring recommendation back to the City Council. After further discussion, Councilor Prebeg amended his motion to update the job description and come back to the City Council for review. Councilor Nelson supported the amendment. The motion carried with Councilors Roskoski and Irish voting no.

It was moved by Irish and supported by Roskoski that the City Council remains neutral regarding the slow down ruling issue in Orr. The motion carried with Councilor Nelson voting no.

It was moved by Roskoski and supported by Skalko to reschedule the next regular Council meeting to January 3, 2006 at 6:30 p.m. and reschedule the January 16th meeting to January 18, 2006 at 6:30 p.m. due to the holidays. The motion carried.

The Council reviewed the list of communications. It was the consensus of the Council to have the request for a donation for the Annual All-Night Chemical Free Graduation Party for the Mountain Iron-Buhl Class of 2006 on the next agenda.

During the open discussion, Councilor Irish asked the City Attorney as to the limitation to public relations, use of their title, attending meetings, and discussing issues. The City Attorney said that the Council should use common sense and each issue would be on a case by case basis. The City Attorney suggested the Council reading the League of Minnesota Cities Handbook for additional information. The Mayor asked, as an individual, if he can endorse an individual for political office. The City Attorney stated that he could. The Mayor asked, as the Mayor, if it was appropriate to meet with other City Mayors and Officials regarding City business. The City Attorney stated that the Mayor could meet with these officials.

Also during the open discussion, Council Irish felt that whoever allowed or requested the identity of two private family parties, along with profanity, should be made public and caught up in a personal conflict is being disrespectful to all community members. Councilor Irish said that those identities and the language should have been omitted from the list of communications. The Mayor said that he received a letter address to the Mayor from John Roskoski and he included in the Council packet because it was signed communications. The Mayor also stated that he took the letter as a threat. The Mayor stated that this is public information and the City Attorney agreed.

At 8:39 p.m., it was moved by Nelson and supported by Prebeg that the meeting be adjourned. The motion carried.

Respectfully submitted:

Jun. Forseen

Jill M. Forseen, CMC/MMCA Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

- 1. Mountain Iron-Buhl High School, requesting a donation to the 19th Annual All-Night Chemical Free Graduation Party for the Class of 2006.
- 2. Kathleen Murray, Foundation Director, a thank you on behalf of the VRMC Foundation and the Festival of Trees Committee, for reducing the room rental fee for the use of the Community Center.
- 3. John Roskoski, a copy of a letter dated December 4, 2005 written to Mayor Skalko.
- 4. John Roskoski, a copy of a letter dated December 8, 2005 written to Mayor Skalko.
- 5. Coalition of Greater Minnesota Cities, forwarding the December 8, 2005 Brief.
- 6. Minnesota Association of Small Cities, forwarding the December 12, 2005 update.
- 7. Range Association of Municipalities and Schools, looking for interested elected officials to be considered for a board position.
- 8. Range Association of Municipalities and Schools, notice of the annual meeting scheduled for February 3, 2006 in Hibbing.

Receipt Register By Date Receipt Date(s): 12/01/2005 - 12/15/2005

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Summary By Category And Distribution

Category	Distribution	Amount
umuty	UTILITY	101,609.68
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	250.00
BUILDING RENTALS	COMMUNITY CENTER	275.00
MISCELLANEOUS	REMBURSEMENTS	5,885.36
METER DEPOSITS	ELECTRIC	700.00
TAXES	TAX LEVY	245,384.38
TAXES	TAXES RECEIVABLE-DELINQUENT	3,675.84
TAXES	MISCELLANEOUS TAXES	122,732.19
TAXES	PENALTIES & INTEREST	622.03
TAXES	PENALTIES & INTEREST-378 FUND	2,836.90
TAXES	SPECIAL ASSESSMENTS-CURRENT	1,895.41
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	15,351.03
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	13,259.00
TAXES	TIF #1-INCREMENT COLLECTED	31,938.44
TAXES	TIF #2-INCREMENT COLLECTED	4,985.50
TAXES	TIF #3-INCREMENT COLLECTED	1,929.04
TAXES	TIF #7-INCREMENT COLLECTED	20,646.14
TAXES	TIF #8-INCREMENT COLLECTED	9,088.61
TAXES	TIF #9-INCREMENT COLLECTED	4,261.50
TAXES	TIF #11-INCREMENT COLLECTED	6,367.07
TAXES	TIF #13 INCREMENT COLLECTED	1,240.23
MISCELLANEOUS	REFUNDS/ REIMBURSEMENTS	488.59
SPECIAL ASSESSMENTS		•
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	774.60
TAXES	BOND LEVY	32,812.71
PERMITS	BUILDING	89.30
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	2,935.78
CD INTEREST	CD INTEREST 101	477.60
CD INTEREST	CD INTEREST 301	801.26
CD INTEREST	CD INTEREST 378	271.99
CD INTEREST	CD INTEREST 602	71.61
CD INTEREST	CD INTEREST 603	243.40
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
LICENSES	CIGARETTE	100.00
LICENSES	LIQUOR	805.00
CD INTEREST	CD INTEREST 103	1,327.41
BUILDING RENTALS	SENIOR CENTER	20.00
MISCELLANEOUS	ELECTRICAL INSPEC FORMS	1.00
SALE OF PROPERTY	SALE OF PROPERTY	25,700.00
BUILDING RENTALS	NICHOLS HALL	60.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS. BOND MONEY	1,211.95
CAMPGROUND RECEIPTS	FEE\$	28.25
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	640.72
Summary Totals:	222	663,624.62

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Check Issue Date(s): 12/10/2005 - 12/23/2005

Pe	r Deta	Check No	Vendor No	Payee	Check GL Acct	Amount
12/0	12/15/2005	32519	130011	MOUNTAIN IRON POSTMASTER	002-20200	283.39
12/0		32620		A T & T INFORMATION SYSTEMS	002-20200	111.36
12/0		32621	130017	AMERICAN BANK	002-20200	153.85
12/0		32622	10016	ARROWHEAD BATTERY CO INC	002-20200	181.05
12/0	5 12/22/2005	32623	1250	ARROWHEAD REGIONAL	002-20200	100.00
12/0		32624	1242	BARB NELSON	002-20200	48.69
12/0		32625	20010	BISS LOCK INC	002-20200	76.68
12/0		32626	20014	BORDER STATES ELECTRIC SUPPLY	002-20200	207.40
12/0		32627	20007	BP	002-20200	4,470.11
12/0		32628	20008	BREHM GROUP INC	002-20200	408.00
12/0		32529	30017	CARQUEST (MOUNTAIN IRON)	002-20200	611.68
12/0		32630	30061	CELLULARONE	002-20200	414.33
12/0		32631	30020	CLAREY'S SAFETY EQUIPMENT INC	002-20200	720.56
12/0		32632	30053	CONSOLIDATED TRADING COMPANY	002-20200	1,024.91
12/0	5 12/22/2005	32533	30026	CUSTOM FIRE APPARATUS INC	002-20200	33,698.00
12/0	12/22/2005	32634	1247	ELIZABETH WHEELER NEFF	002-20200	227.89
12/08	12/22/2006	32635	500012	ERA LABORATORIES INC	002-20200	363.50
12/05	12/22/2006	32636	60026	FASTENAL COMPANY	002-20200	82.81
12/05	12/22/2005	32637	60029	FERGUSON ENTERPRISES INC	002-20200	523.50
12/05	12/22/2005	32638		FISHER PRINTING	002-20200	1,279.07
12/05	12/22/2005	32639	,	GRANDE ACE HARDWARE	002-20200	29.75
12/05	12/22/2005	32640	70029	GUARDIAN PEST CONTROL INC	002-20200	62.46
12/05	12/22/2005	32641		HAWKINS INC	002-20200	2,590.77
12/05		32842		HEISEL BROS PLUMBING	002-20200	232.50
12/05		32843		HENRY'S WATERWORKS INC	002-20200	146.75
12/05		32844		HIGGINS INDUSTRIAL SUPPLY	002-20200	44.73
12/05		32545		HILLYARD	002-20200	997.84
12/05		32646		HOMETOWN ELECTRIC	002-20200	5,260.93
12/05	12/22/2005	32647		RON TRAIL MOTORS	002-20200	305.21
12/05	12/22/2005	32646		IOE BURIA	002-20200	184.78
12/05	12/22/2005	32649		KATHLEEN GARRISON	002-20200 002-20200	103.60 .00 V
12/05	12/22/2005	32650		Information Only Check	002-20200	1,496.86
12/05	12/22/2005	32651		. & M SUPPLY ARRY LINDHOLM	002-20200	1,490.00
2/05	12/22/2005	32652		ARRY LINDHOLM AW OFFICES OF LARRY C MINTON	002-20200	120.00
2/05	12/22/2006	32653 32654		EAGUE OF MINNESOTA CITIES		58,403.00
2/05	12/22/2005 12/22/2005	32655		EE CARL GAMS	002-20200	238.62
2/05	12/22/2006	32656		EEF SERVICES	002-20200	25.35
2/05	12/22/2005	32657		ICCARTHY WELL COMPANY	002-20200	210.00
2/05 2/05	12/22/2005	32658		ESABI DAILY NEWS	002-20200	778.68
2/05	12/22/2005	32650		IOTOROLA INC	002-20200	862.65
2/05 2/05	12/22/2006	32000		OUNTAIN IRON ECONOMIC DEV		0,456.63
2/05 2/05	12/22/2005	32661		OUNTAIN IRON PUBLIC UTILITIES		7,496.02
2/05	12/22/2005	32662		ICKLASSON ATHLETIC COMPANY	002-20200	621.80
2/05 2/05	12/22/2005	32 663		ORTHEAST SERVICE COOPERATIVE		6,121.34
2/05	12/22/2005	32664		NE CALL CONCEPTS INC	002-20200	27.00
2/05	12/22/2005	32865		VERHEAD DOOR	002-20200	187.06
205	12/22/2006	32666		M POPPENHAGEN	002-20200	50.00
205	12/22/2006	32 667		ETTY CASH FUND	002-20200	64.95
705 205	12/22/2006	32 058		TNEY BOWES	002-20200	281.97
705 705	12/22/2005	32000		MP'S TIRE SERVICE INC	002-20200	211.17
	12/22/2006	32670		ALITY FLOW SYSTEMS INC	002-20200	391.95
		32671		ILL CORPORATION	002-20200	204.29
	12/22/2005	32672	170007 QU			374.65
	12/22/2005	32673		NGE REPAIR	002-20200	11.72
	12/22/2006	32674		SERVE ACCOUNT		500.00
	12/22/2005	TERM 4	CONTRACTOR PARTY	SERVE MOCOON!		

Check Register - Summery Report

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Check leave Date(s): 12/10/2006 - 12/23/2008

*** -	Dets	Check No	Vendor No	Payee		
					002-20200	141.05
		32876	190001		002-20200	368.44
2/05	12/22/2006	32577	190045	SERVICE SOLUTIONS	002-20200	409.38
2/05	12/22/2006	32678	190004	SKUBIC BROS INC	002-20200	50.00
2/05	12/22/2005	32679	190002	ST LOUIS COUNTY AUDITOR	002-20200	579.15
2/05	12/22/2005	32680	190016	ST LOUIS COUNTY AUDITOR	002-20200	306.00
2/06	12/22/2006	32661	190030	ST LOUIS COUNTY RECORDERS OFFC	002-20200	379.00
2/06	12/22/2006	32642	1244	ST LOUIS COUNTY SOCIAL SRV	002-20200	120.32
2/05	12/22/2006	32683	1246	TAMIKA SPICER	002-20200	4,970.26
2/05	12/22/2006	32684	200020	THE TRENTI LAW FIRM	002-20200	281.21
2/05	12/22/2005	32686	200006	TRIMARK INDUSTRIAL	002-20200	42.60
2/05 2/05	12/22/2005	32686	200036	TRITEC OF MINNESOTA INC	002-20200	245.60
2/05	12/22/2005	32687	1245	TYSHEMA MONK	002-20200	2,612.72
2/06	12/22/2006	32686	210001	UNITED ELECTRIC COMPANY	002-20200	92.83
2/05	12/22/2006	32689	220014	VICING INDUSTRIAL NORTH	002-20200	46.83
2/05	12/22/2005	32600	220018	The second section of the second seco	002-20200	30,545.91
2/05	12/22/2006	32691	220004	The second part of the second pa	002-20200	5,215.21
2/05	12/22/2005	32692	220020		002-20200	488.84
2/05	12/22/2005	32693	230005		002-20200	313.81
2/05	12/22/2006	32694	230028	A SECULIAR OF THE CO	002-20200	21.74
2/05	12/22/2006	32 69 5	250002	TOTAL CONTRACTOR OF THE PARTY	002-20200	375.17
12/05	12/22/2005	32596	260005		002-20200	21.30
12/05	12/22/2005	32697	260002		002-20200	345.19
12/05	12/22/2005	32698	280001	ZIEGLER INC		302,313.15
T	otals:					94.751
•	-			Payroll-PP Ending 12/16/05	_	9,371
				Electronic Trans Sales Tax		
				TOTAL EXPENDITURES	<u>\$4</u>	06,436

AGREEMENT FOR EDUCATIONAL SERVICES

This Agreement is made this <u>9th</u> day of <u>December, 2005</u>, by and between Minnesota Power & Light Company, a Minnesota corporation (hereinafter called the "Provider"), and <u>Mountain Iron Public Works</u>, (hereinafter called the "Customer"), such parties hereinafter referred to individually as "Party" or collectively as "Parties."

Witnesseth:

WHEREAS, Provider, through its designated employees, have agreed to provide assistance to its customers in various areas in which Provider is familiar, and

WHEREAS, Customer desires to partake of Provider's assistance in those areas,

NOW, THEREFORE, for and in consideration of the promises and convenants contained herein, the Parties agree as follows:

- 1. Provider will provide assistance to Customer relating to those areas and limited to those services more particularly described in Exhibit A attached hereto.
- Services will be rendered for a period of <u>twelve months</u> commencing as of <u>January 19, 2006</u>, and continuing until the service has been fully delivered to Customer.
- Customer shall be responsible for supplying the location as well as any necessary tools or equipment requested by Provider for the purpose of delivering these services.
- 4. Provider shall be paid pursuant to the payment schedule attached hereto as Exhibit B. Payment shall be due upon commencement of the services, with any adjustment, in the event services are more expensive or of longer duration than first anticipated, due within 10 days of the completion of the services.
- 5. It is acknowledged and agreed by Customer that Provider and its employees are only providing a service to Customer and that Provider accepts no responsibility for a Customer's compliance or non-compliance to any law or regulation.
- 6. It is acknowledged by Customer that laws change periodically and can be interpreted differently by various law enforcement agencies. The information presented to the Customer by Provider will be as accurate and timely as possible; however, it is expressly agreed that Provider makes no affirmative representation as to the applicability of any information to any particular situation nor is Provider to be seen as rendering legal advice.

- 7. The Customer shall defend, indemnify and hold Provider harmless from any and all claims due to the provision of these services. Further, Customer shall hold Provider and its employees harmless for any omissions and errors committed in the representation of the law or in the representation of any other items or information provided pursuant to this Agreement.
- 8. Customer recognizes and agrees that participants in the services provided under this Agreement shall be employees of the Customer or other related entities, and that Customer will not engage in any commercial activity in relation to the provision of these services.

In witness thereof, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the day and year first written above.

MIN	NESOTA POWER & LIGHT COMPANY
Ву:	The Rindal
Its:	Manager, Safety and Industrial Hygiene
CUS	TOMER
By:	any W. States
Its:	Mayor

Exhibit B

Annual Cost of Services

One Safety Specialist

60 hours @ \$90.00 / hour

Safety Services and Training Total (24 months)

\$5,400.00

(Total includes: personal expenses, vehicle mileage, training materials, employee safety training documentation, and Bucket Truck Boom Voltage Testing)

CITY OF MOUNTAIN IRON



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HENE 218746-7578 & BAR 218-748-7573 * WWW.INERBOLCOME
BAR BUTENPESS DAVE SOUTHE MOUNTAIN ROLE ME : 55768-8268

RESOLUTION NUMBER 43-05

APPROVING AMENDMENT TO DEVELOPMENT AGREEMENT

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

- 1. That the Amendment to Development Agreement, the form of which is attached hereto as Exhibit "A" is hereby approved and shall be executed by the Mayor and City Administrator of the City in substantially the form attached but with all such changes therein as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof.
- The City Administrator may take such other action as may be necessary or expedient to facilitate the execution and effectuation of the Amendment to Development Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF DECEMBER, 2005.

L. ... V. ... VE





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CONTROL THE TALTER & ENF JIE-744-7573 & WARMUTENERS CORP.

SHE EN ER THE CONTROL THE NICENTANIAN ROSE, MAY & 55768-8268

RESOLUTION NUMBER 44-05

APPROVING SUB-ZONE MODIFICATIONS AND AUTHORIZING TAX EXEMPTIONS

WHEREAS, job creation, business development, and individual wealth growth in Mountain Iron, Minnesota have been less than the national and state averages; and,

WHEREAS, the resulting affects of such lagging job creation, business development, and individual wealth growth have harmed and are forecasted to continue to harm the economy of Mountain Iron; and,

WHEREAS, the Job Opportunity Building Zone (JOBZ) Program created in Minnesota Session Laws 2003, 1st Special Session, Chapter 21, Article 1 allows for the formation of tax free zones; and,

WHEREAS, an application for tax free zone designation in Mountain Iron was approved by the Minnesota Department of Employment and Economic Development via the Arrowhead Regional Development Commission; therefore,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the Mountain Iron City Council, at its meeting held on 19th day of December, 2005, upon careful consideration and review, the modification of the Enterprise NE Subzone (DEED Number 76) and the creation of a new Subzone as outlined in exhibit in Exhibit A, approves of the use of tax exemptions and tax credits within the designated zones (subject to proper review and approval by the other appropriate taxing authorities within the zones), and encourages the Minnesota Department of Employment and Economic Development to approve the modifications to the Tax Free Sub-zone.

BE IT FURTHER RESOLVED, that the City of Mountain Iron agrees to provide all of the local tax exemptions and credits required and provided for under the Job Opportunity Building Zones (JOBZ) Legislation and agrees to forego the tax benefits resulting from the local and state tax exemptions and credits provided under the Job Opportunity Building Zones (JOBZ) Legislation.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF DECEMBER, 2005.

ATTEST:

t Administrator

Mayor Gary Skalke

EXHIBIT A

SUB-ZONE ENTERPRISE NE:

DEED Subzone Number:

76

Number of Acres to be Removed:

.84

PIN of the acres to be removed:

175-0071-01120

Map Enclosed

Parcel where the acreage is to be added:

Number of acres of the new Subzone:

84

PIN of he acres to be added:

175-0071-01156

Legal Description of Acres to be added:

All that part of Government Lot 4 in Section 7 in Township 58 North, Range 17 West, according to the original United States Government Survey thereof made by Frank D. Howe in 1878, described as follows:

Assuming the South boundary line of that part of said Government Lot 4, which lies Westerly of 16th Avenue West (Hoover Road) to have a bearing of South 89° 17' 06" West and starting at the intersection of said South boundary and the centerline of said 16th Avenue West; thence South 89° 17' 06" West along said South boundary for a distance of 33.00 feet to a point; thence North for a distance of 23.00 feet to the point of beginning; said point of beginning being on the Westerly right-of-way line of 16th Avenue West; thence North along said Westerly right—of—way for a distance of 103.22 feet to a point on the right of-way of State Highway 169; thence West along said State Highway right-ofway for a distance of 37.00 feet to a point; thence North along said State Highway right—of—way for a distance of 160.00 feet to a point; thence West along said State Highway right—of—way for a distance of 108.06 feet to a point; thence South 6° 18' 50" West along said State Highway right—of—way for a distance of 267.01 feet to a point; thence North 89° 17' 06" East for a distance of 174.44 feet to the point of beginning and containing 0.84 acres, more or less, and subject to all existing rights of way and easements.

Map Enclosed





TACONTE CAPITAL OF THE WORLDS

COLUMN DINESCO PER LACONTANT REAL LACON SERVICES

RESOLUTION NUMBER 45-05

GUARANTEEING LOCAL SHARE OF CONSTRUCTION COSTS AND ONGOING MAINTENANCE

WHEREAS, the City of Mountain Iron recognizes the Mountain Iron – Buhl High School to Merritt Elementary School Trail project as an important transportation facility; and,

WHEREAS, the City of Mountain Iron desires to undertake the Mountain Iron – Buhl High School to Merritt Elementary School Trail; and,

WHEREAS, 80 percent development grants are available for eligible projects; and,

WHEREAS, the applicant must guarantee the 20 percent local match to the enhancement grant; and,

WHEREAS, the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation enhancement funds for the useful life of the improvement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron acknowledges full well that such an application for enhancement funds for the City of Mountain Iron's Mountain Iron — Buhl High School to Merritt Elementary School Trail project includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City Administrator is hereby authorized to act as agent on behalf of this applicant.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation enhancement project.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron, through city and private contributions, guarantees the local match for the Mountain Iron – Buhl High School to Merritt Elementary School Trail project.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF DECEMBER, 2005.

ATTEST:

Mayor Gary Skalko

CITY OF MOUNTAIN IRON



CONTE CAPITAL OF THE WORLD"

Z (1974) Z (1974) 7570 © FAN Z 19749 7573 * WAALING WAS COME BOLLD HERMING CINA SOLDING MOLINIAN RON, NAM © 55766-8260:

RESOLUTION NUMBER 46-05

GUARANTEEING LOCAL SHARE OF CONSTRUCTION COSTS AND ONGOING MAINTENANCE

WHEREAS, the City of Mountain Iron recognizes the Merritt Elementary School to Mesabi Family YMCA Trail project as an important transportation facility; and,

WHEREAS, the City of Mountain Iron desires to undertake the Merritt Elementary School to Mesabi Family YMCA Trail; and,

WHEREAS, 80 percent development grants are available for eligible projects; and,

WHEREAS, the applicant must guarantee the 20 percent local match to the enhancement grant; and,

WHEREAS, the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation enhancement funds for the useful life of the improvement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron acknowledges full well that such an application for enhancement funds for the City of Mountain Iron's Merritt Elementary School to Mesabi Family YMCA Trail project includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City Administrator is hereby authorized to act as agent on behalf of this applicant.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation enhancement project.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron, through city and private contributions, guarantees the local match for the Merritt Elementary School to Mesabi Family YMCA Trail project.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF DECEMBER, 2005.

TEST:

Mayor Gary Skalko

ity Administrato

COUNCIL LETTER 010306-IIIA

ADMINISTRATION

REORGANIZATION

DATE:

December 28, 20055

FROM:

I: Craig J. Wainio City Administrator

(5-year term)

		rganization of the City, the Mayor and	City Council must select the following			
A.		is appointed as Deputy Mayor.				
B.	Sar	n A. Aluni, Trenti Law Firm is designa	ated as the City Attorney.			
C.	Ro	d Flannigan, Benchmark Engineering i	s designated as the City Engineer.			
D.	Me	sabi Daily News is designated as the o	fficial newspaper for the City.			
E.	1 st	and 3 rd Mondays of the Month at 6:30p	om are the official meeting times.			
F. The following are the official depositories of the City:						
	a.	American Bank				
	b.	Queen City Federal				
	c.	Wells Fargo Bank				
	đ.	US Bank				
	e.	Twin City Federal				
	f.	League of Minnesota Cities 4M Fu	nd			
	g.	Miller Johnson Steichen Kinnard, I	nc.			
	h.	Smith Barney, Inc				
	i.	Northland Securities				
	j.	First National Bank of Buhl				
G.	Com	nmission, Board and Committee Appoi	ntments:			
	a.	Planning and Zoning Commission:	Ray Saari			
		(3-year terms)	Steve Giorgi			
			Margaret Soyring			
	b.	Utility Advisory Board:	Joe Matanich			
		(3-year terms)	Sue Tuomela			
	c.	Parks & Recreation Board:	Jerry Kujala			
		(3-year terms)	Dennis Benz			
	d.	Economic Development Authority:	Bob Voss			

NEWSPAPER OF THE IRON HANGE

www.virginiamn.com

704 7th AVENUE SOUTH • P. O. BOX 956 • VIRGINIA, MINNESOTA 55792 • 218-741-5544 • FAX 218-741-1005

DATE: December 14, 2005

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

RE: Publication of Board Minutes and Legal Advertising

Dear Mr. Wainio:

We ask to be named the official newspaper of the City of Mountain Iron and offer the following publication proposal:

Minutes of the Board Meetings, Calls for Bids, Ordinances, Resolutions and other legal publications at \$9.39 per inch on nine column. All subsequent insertions of the same material will be at a 25% discount. Sunday legals, with a total circulation of 18,094, will be run at \$11.05 per inch on nine column. There will be no extra charge for extra composition. Also as added value at no charge we will post your legal ad to our website at www.virginiamn.com and also run the tag line in the newspaper where to view the legals.

Let the Mesabi Daily News qualified staff be of service to you in all your Marketing and Printing needs; including: distribution of inserts, creating posters, tickets, invitations, newsletters, etc.

We appreciate the business you have given us.

Sincerely,

Jeff Asbach

Gederal Manager

COUNCIL LETTER 010306-IVA1

MAYOR SKALKO

LIBRARY BOARD DIRECTIVE

DATE:

December 28, 2005

FROM:

Mayor Gary Skalko

Craig J. Wainio
City Administrator

Mayor Skalko requested this item be placed on the agenda with the following background information:

Request the Library Board to begin prioritizing their wants (carpeting, air conditioner, etc.) to complete the library renovation project.

COUNCIL LETTER 010306-IVB1

ADMINISTRATION

LEASE RENEWAL

DATE:

December 28, 2005

FROM:

Craig J. Wainio City Administrator

Amendment Surface Lease 13304 is for the 1 year the extension of the lease for the rock sign located on the northeast corner of Highway 53 and Old Highway 169. The lease amount has increased from \$78.00 in 2005 to \$150.00 for 2006.

AMENDMENT

Surface Lease 13304 (hereinafter the "Agreement")

IT IS HEREBY AGREED, by and between the undersigned parties, that the referenced Agreement by and between RGGS Land & Minerals, LTD., L.P., a Delaware limited partnership, and the City of Mt. Iron, 8586 Enterprise Drive South, Mt. Iron, Minnesota 55768 be and hereby is amended as follows:

- The original term of the referenced Agreement is January 1, 2005, through
 December 31, 2005. The Agreement is hereby amended and extended until December 31, 2006.
- 2. The annual rental fee for this extended time period shall remain the same at \$150.00, which sum shall be payable to RGGS Land & Minerals LTD., L.P. Sign both copies of this Amendment and return one copy along with your rental payment to RGGS Land & Minerals LTD., L.P. at 202 South 2nd. Avenue, Virginia, Minnesota 55792.
- 3. This Amendment shall be effective as of January 1, 2006.

IT IS FURTHER AGREED that except as hereinabove amended, the terms, conditions, and obligations of the referenced Agreement are incorporated herein as if fully set forth at length, and shall remain in full force and effect until termination or until otherwise further amended by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date(s) set forth below.

Lessor:	RGGS LAND & MINERALS, LTD., L.P.	Lessee: City of Mt. Iron
Ву:	Gordy Oil Company, a Texas corporation	Ву:
Its: By:	General Bartner	Title:
•	Russell D. Gordy, President	
Dated:	Merember 20, 2005	Dated:

AREA VOLUNTEERS FIRE DEPARTMENT WAGES

Eveleth Fire Department:

Fire Chief
Other Officers

\$75.00 per month*
\$50.00 per month

• Currently looking at \$200 per month for the Chief

Chisholm Fire Department:

Fire Chief
Assistant Chief

\$250.00 per month* \$125.00 per month

Assistant Chief T. O

Hourly rate per month

Captain

\$60.00 per month

Grand Rapids Fire Department:

Fire Chief	\$650.00 per month
Assistant Chief	\$389.00 per month
T. O.	\$250.00 per month
Sec./Treasure	\$300.00 per month
Fire Marshal	\$250.00 per month

Mountain Iron Fire Department:

Fire Chief	\$150.00 per month		
Assistant Chief	\$75.00 per month		
T. O.	\$50.00 per month		
Secretary	\$50.00 per month		
Treasurer	\$50.00 per month		

Requesting the following raises:

Fire Chief	\$400.00 per month
Assistant Chief	\$200.00 per month
T.O./Captain	\$100.00 per month
Captain 1	\$75.00 per month
Captain 2	\$75.00 per month
Secretary	\$75.00 per month
Treasurer	\$75.00 per month

^{*} Currently looking at \$1,000 per month for Chief

COUNCIL LETTER 010306-IVF1

PERSONNEL COMMITTEE

MEMORANDUM OF UNDERSTANDING

DATE:

December 28, 2005

FROM:

Personnel Committee

Craig J. Wainio City Administrator

The Personnel Committee met on December 20th to discuss the early retirement issue as requested by the City Council. All members of the Personnel Committee were present along with Mr. Sam Aluni, Mr. Steve Giorgi, Mr. Tom Schur and Mr. Dale Irish. After reviewing the situation Mr. Nelson moved and Mr. Prebeg seconded that the City should honor the previous agreement with Mr. Schur and that the City Council should approve the Memorandum of Understanding contingent on the approval of Mr. Aluni. The motion carried unanimously.

Based upon this recommendation, no further action is required by the City Council on the Mr. Schur retirement issue. Secondly, the Committee recommends the City Council approve the Memorandum of Understanding in order to clarify the language in the collective bargaining agreement.

Councilor Irish also requested this item be placed on the agenda with the following background information:

Due to conflicting interest, I believe the Minton Law Firm should handle this personnel issue.

December 20, 2005

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

Re: MEMORANDUM OF UNDERSTANDING - AFSCME LOCAL 453

Dear Mr. Wainio:

This document shall serve as an addendum to the current AFSCME Local 453 labor agreement and shall be enforceable and have full effect as any other term and condition of the Agreement, upon approval and signature by the parties to the Agreement.

MEMORANDUM OF UNDERSTANDING between AFSCME LOCAL 453 and CITY OF MOUNTAIN IRON, MN.

WHEREAS, the parties to the Agreement, i.e. City of Mt. Iron, hereinafter referred to as the "Employer", and AFSCME Local 453, MN. Council 65, hereinafter referred to as the, "Union", have determined that a clarification of existing contract language is both necessary and required as a result of recent legal interpretations,

WHEREAS, the Employer and the Union have agreed that the parties negotiated the language found in Appendix D, Section A. in good faith, with the same intent, but with ambiguous language,

THEREFORE, the parties to the Agreement, heretofore will consider this Memorandum of Understanding as being an amendment to the contract specifically Appendix D, Section A, and it shall be enforceable as any other Article of the Agreement, by both parties. The current language reads as follows:

Effective May 1, 2000, all employees who have twenty (20) years of continuous employment with the City of Mt. Iron and who have reached a retirement age acceptable to the MN. Public Employees Retirement Association, Federal Social Security, and/or a retirement age limit set up by the City of Mt. Iron shall, upon retirement from active duty with the City, continue to be insured under the then existing hospitalization and medical program covering

active employees of the City and their dependents.

THE ADDED LANGUAGE SHALL BE:

For purposes of clarity and legal interpretation, the phrase, "reached a retirement age acceptable to the MN. Public Employees Retirement Association", shall be defined as any single one of the following minimum requirements as found in PERA regulations:

- A.) You are at least age 55
- B.) You have thirty (30) or more years of service, regardless of age (if hired prior to July1, 1989
- C.) Your age plus years of public service total at least 90 (Rule of 90), if you were hired prior to July 1, 1989.

The parties to the Agreement heretofore agree by signatures below to the terms and conditions as stated herein.

On Behalf of the City of Mt. Iron,	On Behalf of the Union,
Gary Skalko/ Mayor	Steve Giorgi/AFSCME Business Agent
Craig Wainio/City Administrator	Mike Downs/President Local 453
Dated	

COUNCIL LETTER 010306-IVF2

PUBLIC UTILITIES

WASTEWATER TREATMENT OPERATOR POSITION ANALYSIS

DATE:

December 28, 2005

FROM:

Don Kleinschmidt

Director of Public Works

Craig J. Wainio
City Administrator

As per Council directive, please find attached the updated WWTP operator position analysis. This analysis has been revised by the Personnel Committee and City Attorney.

Staff is recommending approval of the position analysis and to allow the Personnel Committee to begin the hiring process. A candidate recommendation will be returned to the City Council for hiring consideration.

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: WWTP Operator

SUPERVISOR:

Director of Public Works

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to operate and maintain the water and wastewater treatment plants including related facilities.

RESPONSIBILITIES:

- Performs routine facility checks required for continued operations.
- Checks each lift station daily to ensure proper operation.
- Performs preventive maintenance and repairs on equipment as required.
- Performs all lab tests as required, calibrates and ensures proper operation of lab instruments.
- Maintains facility appearance and continuity of operations.
- Performs operational and/or chemical changes.
- Other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ♦ Ability to deal with details and equipment requiring patience, good judgement.
- Ability to work a varied schedule.
- ♦ Knowledge of water and wastewater treatment rules, codes, ordinances and safety requirements.
- Knowledge of the operation and maintenance of water and wastewater plants.
- Knowledge of the basic operation and maintenance of the various City equipment.

TRAINING AND EXPERIENCE:

- ♦ High School Education, with advanced education preferred, with emphasis in water and wastewater technology and related issues.
- Class C water and Class C wastewater treatment licenses.
- Valid Drivers License with the ability to obtain a Class B Commercial Drivers License prior to the expiration of the probationary period.
- Minimum of three years experience in water and/or wastewater treatment field.

WORKING ENVIRONMENT:

- ♦ Ability to lift 50 pounds.
- Ability to enter confined spaces according to confined space protocols, climb a ladder and work in close quarters.
- ♦ Ability to face fit a SCBA unit.
- Ability to withstand exposure to chemicals, solvents and noisy environment.
- Physically capable of performing functions necessary for successful performance of duties under varied inside and outside weather conditions.





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

December 27, 2005

Mr. Don Kleinschmidt City of Mountain Iron 8586 Enterprise Drive South Mountain Iron, MN 55768-8260

Re:

Deteriorated Concrete - Wastewater Treatment Plant

Project No. MI05-26

Dear Mr. Kleinschmidt:

As requested by the City of Mountain Iron, Benchmark Engineering Inc has investigated the deteriorated concrete floor slab at the Mountain Iron wastewater treatment plant. The deteriorated concrete slab is located in the influent building. We have also briefly reviewed deteriorated concrete on the south exterior columns of the digester building. A brief diagnosis is provided below, and preliminary cost estimates for repairing the concrete are attached.

1. Concrete Floor Slab – Influent Building: The bottom of the concrete floor slab in the garage area, which is also the basement ceiling, has experienced spalling and deterioration. The majority of the spalling appears to be limited to a north-south line in the basement ceiling, approximately 28 feet west of the east building wall, which is immediately above the inflow flumes located in the basement of the building. Attached are photos of the deteriorated basement ceiling taken on August 26, 2005, showing the spalling and exposed rebar. The treatment plant operators reported that the larger pieces of concrete fell from the ceiling during the summer of 2005 in the spalled area. A second line of minor spalling was observed about 14 feet west of the east building wall. The second spall area is less severe, and the rebar is not exposed. A photo of this area is also attached. We recommend that both areas be repaired.

On October 3, 2005, testing of the concrete floor slab was performed by Twin Ports Testing Inc. The testing consisted of using a Rebound Hammer (a.k.a. "Schmidt Hammer"), which provides a non-destructive method of evaluating the approximate in-situ compressive strength of the concrete. The Rebound Hammer testing was performed on the basement ceiling at the location of the worst deterioration, and immediately adjacent to the deteriorated area. Rebound Hammer testing was also performed on the top of the subject floor slab at 2' intervals along an east-west line inside the garage. Results of the Rebound Hammer testing are attached and indicate that

strength loss of the concrete floor slab has occurred in the limited area of the worst deterioration. The un-spalled portions of the floor slab had Rebound Hammer test results that indicate adequate concrete strength. Observation of the spalling indicates that the cracks have fractured the aggregate as well as the cementitious portion of the floor slab. It appears that the areas of observed spalling may have occurred as a result of "cold joints" that developed while the slab was being poured during original construction. If the ready-mix is not properly vibrated during construction, a "cold joint" can form at the interface between adjacent loads of ready-mix; i.e. the concrete can become non-homogeneous at the interface between loads. If a crack subsequently develops at a cold joint, accelerated spalling can occur due to water (and possibly saline materials) entering the crack. The humid and gassy conditions in the basement of the building could be a contributing factor as well.

To repair the spalling in the worst area (located about 28' west of the east wall), the deteriorated concrete should be removed, re-formed, and re-poured with new reinforced concrete. This will involve temporarily removing and/or re-locating lights, conduits, and possibly the grinder pumps that are located in the influent flumes. In the area with lesser spalling (located about 14' west of the east wall), we anticipate that repairs would consist of sand-blasting and removing the spalled concrete, and placing new grout to repair and seal the spalling. A preliminary cost estimate for the concrete floor slab repairs is attached.

2. Concrete Columns - Digester Building:

The exterior of the concrete columns, mostly on the south side of the digester building, have also experienced deterioration and spalling. Observations on October 3, 2005, indicate that the aggregate has generally not fractured, and that the spalling/fracturing appears to be in the cementitious portion of the concrete, possibly indicative of lack of entrained air in the mix during original construction and subsequent freeze/thaw action. We anticipate that repairing the columns would consist of preparing the concrete and rebar via sand-blasting, and pouring repair grout or possibly placing shotcrete. A preliminary cost estimate for the repairs is attached.

Both repair projects should be evaluated by a licensed structural engineer; and the structural engineer should also prepare the plans and specifications for the repairs. If the City of Mountain Iron directs us to proceed with plan preparation for the structural repairs of the concrete slab and the concrete columns, we propose to utilize Noramco Engineering Company of Hibbing, MN for the structural engineering.

Please feel free to contact us at (218) 735-8914 with any questions or comments regarding this report.

Sincerely,

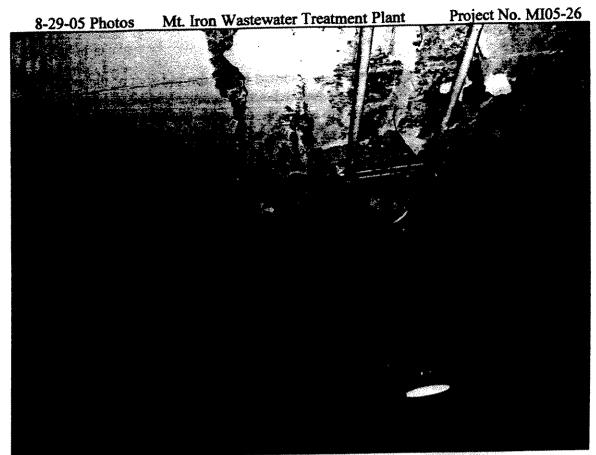
BENCHMARK ENGINEERING, INC.

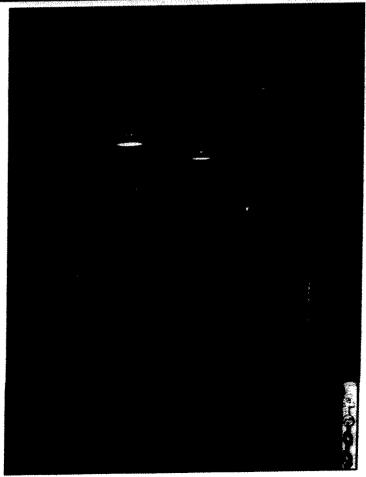
Martin J. Halverson, P.E.

Enclosures

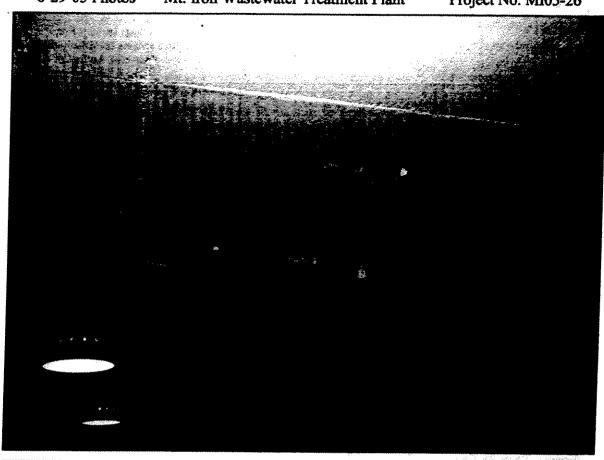
- 1. 4 photographs from August 29, 2005.
- 2. October 7, 2005 report from Twin Ports Testing Inc.
- 3. 2 Cost Estimates, dated 12/27/05

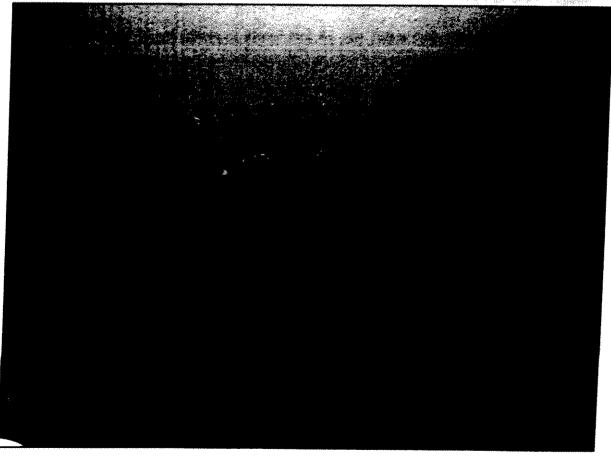
Mt. Iron WWTP Concrete





3 .





Twin Ports Testing, Inc.



1301 N. 3rd St. • Superior, WI 54880 • 715-392-7114 • 800-373-2562 • FAX 715-392-7163 P.O. Box 16246 • Duluth, MN 55816-0246 • 218-722-1911

P.O. Box 2 • Virginia, MN 55792 • 218-741-5785 www.twinportstesting.com

October 7, 2005 TPT 05M4267

Benchmark Engineering 8878 Main Street Mt. Iron, Minnesota 55768

Attn: Mr. Martin J. Halverson, P.E.

Re: In-Situ Concrete Testing

Elevated Concrete Slab

Mt. Iron Waste Water Treatment Plant

Mt. Iron, Minnesota

Dear Mr. Halverson:

Twin Ports Testing, Inc. (TPT) was at the above-referenced site on October 3, 2005, to perform rebound testing on an elevated concrete slab. The rebound hammer used was a Forney Type N Proceq N-34 Serial Number 112199.

The elevated concrete slab tested was 18 feet (north to south) by 36 feet (east to west) and ten inches thick. The upper side of the slab appears to have been painted at one time, however the majority of the paint has been warn off. The bottom side of the slab was also painted and the entire surface remains covered, except for the areas of concrete deterioration. Two large cracks were noticeable on the upper side of the concrete slab. These cracks were 14 and 28 feet west of the east wall, and ran the entire width (north to south) of the slab. At the same locations of the cracks on the upper side of the slab, major cracks and spalling has occurred on the bottom side of the slab thus the cracks transfer through the ten-inch section. Several small to large pieces of concrete have spalled off the slab on the bottom side along the crack located 28 feet west of the east wall. Spalling can be attributed to several scenarios, a couple of common causes are pressure or expansion within the concrete, corroded reinforcing steel, and elongated cavities along joints (spall joints) caused by impact loads against improperly constructed joints. It should be noted that the reinforcement steel was exposed at the spall areas and appears to be in a deteriorating condition. A possible attributing factor could be saline solutions such as road salt from vehicles permeating through the slab from the upper surface cracks.

Several locations were selected for rebound hammer testing by yourself and TPT personnel. The general locations of the rebound hammer tests were on the bottom side of the slab, along the major cracks and spall areas, and in between the major cracks on the

bottom side. Rebound testing was also performed on the upper side of the slab from the east wall to 36 feet west of the east wall.

In the following table are the results from the testing program. The column labeled "Estimated Compressive Strength (psi)" is interpolated from a graph established as a comparison in compressive strength vs. rebound number.

Lower Side of Elevated Slab Location	Offset	Average Rebound Number	Estimated Compressive Strength (psi)
Crack 28' west of east wall	Centerline	17	Less then 1500
Crack 28' west of east wall	Centerline	26	Less then 1500
Crack 28' west of east wall	3' west	44	5000
Crack 28' west of east wall	1' east	32	2500
Crack 28' west of east wall	2' east	46	5500
Crack 28' west of east wall	6' east	46	5500
Crack 28' west of east wall	10' east	40	4100
Crack 28' west of east wall	15' east	41	4800

Upper Side of	Offset	Average	Estimated Compressive
Elevated Slab		Rebound	Strength (psi)
Location		Number	
East wall	Centerline	45	6700
East wall	2' west	47	7200
East wall	4' west	43	6200
East wall	6' west	45	6700
East wall	8' west	47	7200
East wall	10' west	41	5800
East wall	12' west	41	5800
East wall	14' west	40	5600
	(crack)		
East wall	15' west	46	7000
East wall	16' west	45	6700
East wall	18' west	44	6500
East wall	20' west	45	6700
East wall	22' west	45	6700
East wall	24' west	45	6700

Concrete Testing/Mt. Iron, MN 05M4267

Upper Side of Elevated Slab Location	Offset	Average Rebound Number	Estimated Compressive Strength (psi)
East wall	26' west	48	7300
East wall	28' west (crack)	39	5300
East wall	30' west	42	6100
East wall	32' west	42	6100
East wall	34' west	40	5600
East wall	36' west	50	7800

In conclusion it appears that the concrete compressive strength appears for the most part to be adequate on the upper portion of the slab, there are repair issues that should be addressed at this structure. Therefore, TPT recommends that a professional structural engineer evaluate this structure. If destructive testing such as coring would be needed to aid in the evaluation of the concrete or reinforcement steel, TPT could perform those services.

We would like to thank you for allowing TPT to be of assistance to you on this project. If you have any questions concerning this report, project or your future testing/inspection needs, please call. We look forward to hearing from and working with you again in the future.

Sincerely,

Twin Ports Testing, Inc.

Gregg A. Patterson

Senior Civil Engineering Technician NICET

Reviewed by:

Ron E. Eastling, N.I.C.E.T.

Manager: Geotechnical/Construction Materials

Attachment: Field Notes



December 27, 2005

MI05-26

Preliminary Cost Estimate Concrete Slab Repair Wastewater Treatment Plant City of Mountain Iron, MN

1. COST ESTIMATE FOR REPAIRING DETERIORATED CONCRETE SLAB IN THE INFLUENT/GARAGE BUILDING.

1	MOBILIZATION	LUMP SUM	1.0	\$4,000.00	\$4,000.00
2	ELECTRICAL/MECHANICAL REMOVALS	LUMP SUM	1.0	\$4,000.00	\$4,000.00
3	TEMPORARY SHORING	LUMP SUM	1.0	\$5,000.00	\$5,000.00
4	CONCRETE REMOVAL	LUMP SUM	1.0	\$7,000.00	\$7,000.00
5	REINFORCED CONCRETE	LUMP SUM	1.0	\$9,000.00	\$9,000.00
6	ELECTRICAL/MECHANICAL RE-INSTALL	LUMP SUM	1.0	\$4,000.00	\$4,000.00

Estimated Construction Sub-Total

\$33,000.00

Design Engineering
Construction Engineering

\$4,000.00 \$3,000.00

Estimated Project Total For Repair of Concrete Floor Slab

Benchmark Engineering, Inc.

\$40,000.00

37



December 27, 2005

MI05-26

Preliminary Cost Estimate Concrete Column Repair Wastewater Treatment Plant City of Mountain Iron, MN

2. COST ESTIMATE FOR REPAIRING DETERIORATED CONCRETE COLUMNS ON THE DIGESTER BUILDING.

					*
					:
1.7	MOBILIZATION	LUMP SUM	1.0	\$4,000.00	\$4,000.00
		LUMP SUM	1.0	\$6,000.00	\$6,000.00
22	CONCRETE REMOVAL			\$15,000.00	\$15,000.00
3	REINFORCED CONCRETE	LUMP SUM	1.0	313,000.00	

Estimated Construction Sub-Total

\$25,000.00

Design Engineering Construction Engineering \$3,000.00

\$2,000.00

Estimated Project Total For Repair of Concrete Columns

Benchmark Engineering, Inc

\$30,000.00

COUNCIL LETTER 010306-VA

COUNCILOR ROSKOSKI

JOHNSON AREA BLIGHT SITUATION

DATE:

December 28, 2005

FROM:

Councilor Roskoski

Craig J. Wainio
City Administrator

Councilor Roskoski requested this item be placed on the agenda with the following background information:

The Council Blight Sub-committee found that the City apparently has enough in its Blight Ordinance to take care of the situation next to William Johnson. The City Council along with staff, should decide what next to do.

COUNCIL LETTER 010306-VB

COUNCILOR ROSKOSKI

RESCHEDULE MEETING

DATE:

December 28, 2005

FROM:

Councilor Roskoski

Craig J. Wainio City Administrator

Councilor Roskoski requested this item be placed on the agenda with the following background information:

Rescheduled 1/16/06 Council Meeting to 1/18/06

Because of a conflict - could the Council choose a different date or have the meeting at say 4:30 p.m. instead of 6:30 p.m.

MOUNTAIN IRON-BUHL HIGH SCHOOL



DECEMBER 11, 2005

Dear Businessperson/ Area Organization:

As parents of the Mountain Iron-Buhl Class of 2006, we will be honoring our graduating seniors with...

THE 19TH ANNUAL ALL-NIGHT CHEMICAL FREE GRADUATION PARTY

The great success which we have achieved in the past has been made possible by your contribution. We again extend this invitation for you to participate in a rewarding project. This provides our graduates with an alternative choice of celebration...

"A CHEMICAL FREE GRADUATION PARTY"

If you wish to make a tax deductible donation in the form of merchandise, gift certificate, or cash-please contact someone on our donation committee listed below. Cash donations are used to purchase decorations, games, entertainment, and prizes.

Through your donation, we all take part in the prevention of tragedies. It is truly an investment in the graduates' futures.

Thank you for helping us make this a safe and memorable night for our graduates, your generosity will be greatly appreciated!

THE MIB CLASS OF 2006 APPRECIATES YOUR SUPPORT!

Rochelle Engman 5445 Mineral Avenue Mountain Iron, MN 55768 218-735-8576 Joan Bond 5429 Daisy Avenue Virginia, MN 55792 218-741-4820

Please make checks payable to MIB High School Grad Party

COUNCIL LETTER 010306-VIB

COUNCILOR ROSKOSKI

TAPING OF CITY COUNCIL MEETINGS

DATE:

December 28, 2005

FROM:

Councilor Roskoski

Craig J. Wainio
City Administrator

Councilor Roskoski requested this item be placed on the agenda with the following background information:

The Council should authorize the taping for playback of all regular City Council meetings for 2006 at City expense.

COUNCIL LETTER 010306-VIC

COUNCILOR ROSKOSKI

UNITY SIDEWALK CROSSING

DATE:

December 28, 2005

FROM:

Councilor Roskoski

Craig J. Wainio
City Administrator

Councilor Roskoski requested this item be placed on the agenda with the following background information:

The Council lack of a crosswalk over the 2 CN tracks for the sidewalk along Unity Drive by Duane's Marine should be forwarded to the Street and Alley Committee for review and a recommendation on what to do.

, **A**

COMMUNICATIONS

- 1. Larry C. Minton, of the Law Offices of Larry C. Minton, Ltd., a letter to Mayor Skalko concerning the telephone conversation he had with Councilor Irish.
- 2. Kate Brady, Site Coordinator for TechNorth Prep Center Network, a letter to Mayor Skalko concerning the Get Broadband Community Grant program and requesting support from the City.
- 3. Coalition of Greater Minnesota Cities, December 22, 2005 memo.
- 4. Councilor Dale Irish, a letter to Mayor Skalko clarifying his actions at the last City Council meeting.

LAW OFFICES OF

Larry C. Minton, Ltd.

· EAST RANGE OFFICE

SUITE 200 321 NORTH MAIN STREET BIWABIK, MINNESOTA 55708 (218) 865-6557

REPLY TO HIBBING OFFICE

320 EAST HOWARD STREET HIBBING, MINNESOTA 55746 (218) 262-6644 FACSIMILE (218) 262-6643

December 19, 2005

Mr. Gary Skalko City of Mt. Iron 8586 Enterprise Drive South Mt. Iron, Minnesota 55768

In Re: City of Mountain Iron -- Employment Matter

Dear Mayor Skalko:

It is my understanding that you have contacted this office and wish to have a "narrative" regarding the statement that I sent to you by letter of December 7, 2005. I received a letter from Councilor Dale Irish on December 2, 2005, in which he stated that he had permission from you for the expense of a telephone conversation. Councilor Irish sent me information regarding a retirement request which I reviewed, as well as certain very limited portions of an appendix to a collective bargaining agreement. I then called Councilor Irish and discussed this matter with him, all in accordance with my understanding that he had permission to do so. I thereupon sent a bill to you covering this particular matter. Hopefully this narrative is sufficient for your purposes. I did not give any further written opinion regarding this matter, as it is my understanding that it was already being discussed with the City Attorney. I am not sure Councilor Irish had permission to request a formal opinion from this office, which would have been much more expensive than the telephone call. Should you have any further questions, please feel free to contact me.

Sincerely,

LARRY C. MINTON

of

LAW OFFICES OF LARRY C. MINTON, Ltd.

LCMcs



801 SW Hwy 169, Suite 3, Chisholm, MN 55719

21 December, 2005

Mayor Gary Skalko Mountain Iron City Hall 8586 South Enterprise Drive Mountain Iron, MN 55768

Dear Mayor and Council:

My name is Kate Brady and I am the coordinator of the TechNorth Prep Center of the Quad Cities. I am part of a committee of community members applying for a Get Broadband Community Grant through the Blandin Foundation.

The Blandin Foundation considers the availability and use of high speed internet crucial to the competitiveness of rural Minnesota towns. To that end, they have established the Get Broadband Community Grant program to fund outreach and educational events to show community members what broadband can mean to them. Blandin anticipates that enhanced use of and demand for broadband will result in better availability, more bandwidth, and/or more affordable prices for broadband in the area. Since Blandin will match up to \$15,000 raised in the community, this could represent up to a \$30,000 opportunity to help the Quad Cities.

We are currently gathering attention and funds for this initiative. The support of all four of the Quad Cities is crucial to the success of any Quad Cities activities. We would like to know if the City of Mountain Iron is supportive of our continued explorations into this opportunity.

Thank you for your time.

Sincerely.

Kate Brady Site Coordinator

TechNorth Prep Center Network

8355 Unity Drive

Virginia, MN 55792

City of Virginia, Mayor Carolyn Gentilini

City of Gilbert, Mayor Bob Garrity

City of Eveleth, Mayor Calvin Cossalter

TRUE NORTH

A Regional Alignment Strategy Sponsored By The Northeast Higher Education District

MEMBER OF MINNESOTA STATE COLLEGES AND UNIVERSITIES



Coalition of Greater Minnesota Cities

CGMC in Brief

December 22, 2005

Contact: Sarah Kleppe 651,225,8840



CGMC Transportation Proposals Red Wing Council Administrator Kay Kuhlmann, Council President Steve Castner, and Tim Flaherty met with Senate Transportation Budget Committee Chair Steve Murphy, DFL-Red Wing, to discuss the CGMC's transportation bill proposals (attached). After hearing about the bills, Senator Murphy agreed to author the proposals in the upcoming session.

CGMC Board of Directors to Meet in January

The CGMC Board of Directors will meet at the Flaherty & Hood, P.A. offices in St. Paul Thursday, January 5, 2006 from 11 a.m. to 3 p.m. While all CGMC members are invited to attend, CGMC Transportation Committee members are especially encouraged to come. The Board has invited transportation interest groups who are for the constitutional amendment to attend part of the meeting. Please email or phone Shelly Walsh if you will attend at slwalsh@flaherty-hood.com or 651.225.8840.

The Board will also discuss adjusting the budget. A survey was emailed to all CGMC mayors and city managers/administrators. If you have not yet responded, please fax your survey in today.

2007 Summer Conference Hosts – Deadline Approaching! Northern Minnesota cities interested in hosting the coalition for our 2007 summer conference should submit their proposals by January 1, 2006. A site selection committee will be appointed by the CGMC president and they will review each proposal and make a decision. Please be creative with your proposals—this is your opportunity to show off your city!

Waite Park
Councilmember
Passed Away

The CGMC was saddened by the loss of Waite Park Councilmember Dan Butkowski. He was killed in a two-vehicle collision Tuesday. There will be a funeral Mass at 10:30 a.m. Saturday at St. Joseph's Catholic Church in Waite Park and a wake will be from 4-9 p.m. Friday.





December 28, 2005

Dear Mayor Skalko:

I feel an explanation is warranted for my actions at our last Council meeting. I realize that you may have been offended by what was said, but it came in defense from the ongoing insults directed towards me with inappropriate comments and innuendoes from you and certain Council members.

I believe grudges are being held against my past views and endorsements which is causing these individuals to act in spite rather than remaining objective. Although our philosophy may differ, I feel that along with some compromise we can achieve a common goal and that is better for the community and serve the needs of the people now and in the future.

Let's all work together and leave the resentment and animosity behind.

Thank You.

Typed per request from:

Councilor Dale Irish

CC: Council Members