

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, JANUARY 4, 2016 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the December 21, 2015, meeting (#1-11)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications (#31-40)
- III. Public Forum
  - A. Merritt Days Committee
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Reorganization and Appointments (#12-13)
  - B. City Administrator's Report
  - C. Public Works Director's Report
  - D. Library Director/Special Events Coordinator's Report
  - E. Sheriff's Department Report
  - F. City Attorney's Report
  - G. City Engineer's Report
  - H. Personnel Committee
    - 1. Position Appointment (#14)
  - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Resolution Number 01-16 Municipal Consent County Road 102 (#15)
  - B. Joint Powers Agreement (#16-30)
- VII. Communications (#31-40)
- VIII. Announcements
- IX. Adjourn

# Page Number in Packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
DECEMBER 21, 2015

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

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

1. Approve the minutes of the December 7, 2015, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period December 1-15, 2015, totaling \$844,389.94, (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period December 1-15, 2015, totaling \$414,265.28, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

No one spoke during the public forum.

The Mayor reported on the following:

- Condolences. To the families of Mary Gagnon, Pentti Mahonen, Agnes Bakke, and Shavondria Shavetta Owens.
- Skating Rinks. City Workers have been working on getting the rinks ready, but with the warm weather, they will tentatively be opening December 28<sup>th</sup>.

It was moved by Prebeg and seconded by Tuomela to authorize a contribution of \$100 for the Senior Citizens Christmas Party with the contribution being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Tuomela to nominate Alan Stanaway to serve on the Range Association of Municipalities and Schools Board. The motion carried with Stanaway abstaining.

It was moved by Prebeg and seconded by Zupancich to hire the following to work as winter seasonal workers and rink attendants for the 2015/2016 season:

Tyler Nelson  
Jordan Bissonette  
Connie Murphy

Timothy Francisco  
Arin Marks

Dylan Leff  
Casey Kintner

The motion carried.

The City Administrator reported on the following:

- Calendar Parking. He reminded the residents that calendar parking was in effect.
- Hydrants. He reminded the residents, living close to a hydrant, to remove snow from around the fire hydrants.

The Director of Public Works reported on the following:

- Meter Installation. The City Employees would be working in the West Virginia area completing the meter installations.

It was moved by Zupancich and seconded by Tuomela to approve the position analysis for the Accounting Technician and Secretary Positions, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Stanaway to post internally for all AFSCME Local 453 Members, the Accounting Technician and Secretary Positions. And further, it was moved by Prebeg and seconded by Stanaway to amend the motion, that if there are no applications received internally for the positions, that Staff be authorized to advertise externally. The amended motion carried.

It was moved by Stanaway and seconded by Prebeg to authorize the purchase of six sets of turnout gear at a cost of \$2,000 per set with the total not to exceed \$12,000. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Zupancich to adopt Resolution Number 33-15, ordering preparation of report on improvement, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Tuomela to adopt Resolution Number 34-15, ordering preparation of report on improvement, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Tuomela to adopt Resolution Number 35-15, calling a hearing on proposed assessments, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Tuomela to approve the amended three year contract with the Mesabi Humane Society for the period January 1, 2016 through December 31, 2018, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

The Council requested to receive monthly reports from the Mesabi Humane Society.

It was moved by Zupancich and seconded by Tuomela to reschedule the January 18, 2016, Council meeting to Wednesday, January 20, 2016, at 6:30 p.m., due to the Martin Luther King holiday. The motion carried.

It was moved by Prebeg and seconded by Stanaway to contribute \$500 for a corporate table sponsorship for the Mesabi Family YMCA for their annual fund raiser on March 17, 2016, with the funds being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

During the announcements, Councilor Stanaway informed the Council that the United States Steel Historic Resources was an excellent resource and was available at the Mountain Iron Library.

At 7:02 p.m., it was moved by Zupancich and seconded by Tuomela to recess the regular meeting and open the closed meeting after a brief recess. The motion carried.

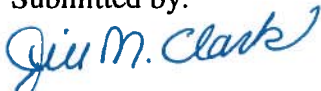
At 7:13, it was moved by Zupancich and seconded by Prebeg to convene the close meeting with the following members present: Joe Prebeg, Jr., Susan Tuomela, Tony Zupancich, Alan Stanaway, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Michael Downs, Director of Public Works; John Backman, Sergeant; Bryan Lindsay, City Attorney; Joe Pershern, AFSCME Representative; Amanda Metsa, AFSCME Representative; and Brent Henkel, City Employee. The motion carried.

At 7:53 p.m., it was moved by Zupancich and seconded by Tuomela to adjourn the closed session of the Council and reconvene the regular meeting. The motion carried.

At 7:54 p.m., the Council went into the regular meeting and no action was taken.

At 7:55 p.m., it moved by Stanaway and seconded by Tuomela that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Clark, MMC  
Municipal Services Secretary

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

## COMMUNICATIONS

1. Mesabi Family YMCA, a letter inviting the City to be a table sponsor for their Dinner and Auction Fundraiser on March 17, 2016.

## Summary By Category And Distribution

| Category            | Distribution                   | Amount            |
|---------------------|--------------------------------|-------------------|
| UTILITY             | UTILITY                        | 151,628.62        |
| CHARGE FOR SERVICES | ELECTRIC-CHG FOR SERVICES      | 66.97             |
| MISCELLANEOUS       | BLUE CROSS/BLUE SHIELD PAYABLE | 521.08            |
| BUILDING RENTALS    | BUILDING RENTAL DEPOSITS       | 800.00            |
| BUILDING RENTALS    | SENIOR CENTER                  | 75.00             |
| LICENSES            | LIQUOR                         | 1,925.00          |
| LICENSES            | CIGARETTE                      | 200.00            |
| TAXES               | TAX LEVY                       | 412,575.63        |
| TAXES               | TAXES RECEIVABLE-DELINQUENT    | 3,837.24          |
| TAXES               | MISCELLANEOUS TAXES            | 3,505.08          |
| TAXES               | BOND LEVY                      | 146,844.17        |
| TAXES               | DUE TO MOUNTAIN IRON EDA       | 13,599.00         |
| TAXES               | PENALTIES & INTEREST           | 964.62            |
| TAXES               | PENALTIES & INTEREST-378 FUND  | 91.73             |
| TAXES               | SPEC. ASSMTS-378 FUND-CURRENT  | 12,016.62         |
| TAXES               | SPEC ASSESS-FUND 378-DELINQUEN | 455.44            |
| TAXES               | TIF #14 INCREMENT COLLECTED    | 40,256.21         |
| CHARGE FOR SERVICES | REFUSE REMOVAL-CHG FOR SERVICE | 2,203.19          |
| BUILDING RENTALS    | COMMUNITY CENTER               | 225.00            |
| METER DEPOSITS      | ELECTRIC                       | 1,600.00          |
| LICENSES            | ANIMAL                         | 15.00             |
| CD INTEREST         | CD INTEREST 101                | 2,141.65          |
| CD INTEREST         | CD INTEREST601                 | 411.28            |
| CD INTEREST         | CD INTEREST 602                | 481.08            |
| CD INTEREST         | CD INTEREST 603                | 121.92            |
| CD INTEREST         | CD INTEREST 604                | 413.49            |
| CD INTEREST         | CD INTEREST 378                | 421.15            |
| METER DEPOSITS      | WATER                          | 80.00             |
| MISCELLANEOUS       | REIMBURSEMENTS                 | 46,057.60         |
| MISCELLANEOUS       | REIMB PHONE EXPENSE-ELEC       | 35.98             |
| FINES               | CRIMINAL                       | 820.19            |
| Summary Totals:     |                                | <u>844,389.94</u> |

Check Issue Date(s): 12/17/2015 - 12/25/2015

| Per   | Date       | Check No | Vendor No | Payee                          | Check GL Acct | Amount    |
|-------|------------|----------|-----------|--------------------------------|---------------|-----------|
| 12/15 | 12/22/2015 | 147884   | 10064     | A B E ENVIRONMENTAL SYSTEMS    | 101-20200     | 600.00    |
| 12/15 | 12/22/2015 | 147885   | 10056     | A T & T MOBILITY               | 101-20200     | 1,268.62  |
| 12/15 | 12/22/2015 | 147886   | 10076     | AIRBORN DISC GOLF EMPORIUM LLC | 301-20200     | 4,999.00  |
| 12/15 | 12/22/2015 | 147887   | 10078     | ALLIED GENERATORS (DBA)        | 602-20200     | 1,670.00  |
| 12/15 | 12/22/2015 | 147888   | 1232      | ANDREW & HOLLY WHITE           | 604-20200     | 128.14    |
| 12/15 | 12/22/2015 | 147889   | 20022     | BENCHMARK ENGINEERING INC      | 301-20200     | 5,630.00  |
| 12/15 | 12/22/2015 | 147890   | 1240      | BONNIE THAYER                  | 604-20200     | 135.62    |
| 12/15 | 12/22/2015 | 147891   | 30084     | CARDMEMBER SERVICE             | 603-20200     | 6,728.64  |
| 12/15 | 12/22/2015 | 147892   | 30017     | CARQUEST (MOUNTAIN IRON)       | 101-20200     | 50.96     |
| 12/15 | 12/22/2015 | 147893   | 170001    | CENTURY LINK                   | 101-20200     | 303.55    |
| 12/15 | 12/22/2015 | 147894   | 220003    | CITY OF VIRGINIA               | 101-20200     | 71.02     |
| 12/15 | 12/22/2015 | 147895   | 1230      | DAINA KUECHLE                  | 604-20200     | 263.25    |
| 12/15 | 12/22/2015 | 147896   | 1234      | DORIS BABIRACKI                | 604-20200     | 100.73    |
| 12/15 | 12/22/2015 | 147897   | 50048     | ENERGY INSIGHT INC             | 604-20200     | 1,669.75  |
| 12/15 | 12/22/2015 | 147898   | 1238      | FAITH ROARK                    | 604-20200     | 249.60    |
| 12/15 | 12/22/2015 | 147899   | 60029     | FERGUSON ENTERPRISES INC       | 101-20200     | 95.99     |
| 12/15 | 12/22/2015 | 147900   | 70016     | GOPHER STATE ONE CALL INC      | 604-20200     | 58.40     |
| 12/15 | 12/22/2015 | 147901   | 70028     | GREATER MINNESOTA AGENCY INC   | 101-20200     | 102.00    |
| 12/15 | 12/22/2015 | 147902   | 80022     | HAWKINS INC                    | 601-20200     | 259.10    |
| 12/15 | 12/22/2015 | 147903   | 1241      | HOME ON THE RANGE/HOLIDAY INN  | 101-20200     | 50.00     |
| 12/15 | 12/22/2015 | 147904   | 80037     | HOMETOWN MEDIA PARTNERS        | 101-20200     | 84.00     |
| 12/15 | 12/22/2015 | 147905   | 90002     | INK'D GRAPHIX PLUS (DBA)       | 101-20200     | 647.00    |
| 12/15 | 12/22/2015 | 147906   | 1236      | JENNIFER JUNTUNEN              | 604-20200     | 144.82    |
| 12/15 | 12/22/2015 | 147907   | 1231      | JENNIFER MIHM                  | 604-20200     | 114.92    |
| 12/15 | 12/22/2015 | 147908   | 100027    | JK MECHANICAL CONTRACTORS INC  | 602-20200     | 94.00     |
| 12/15 | 12/22/2015 | 147909   | 1226      | JOAN LEWANDOWSKI               | 101-20200     | 100.00    |
| 12/15 | 12/22/2015 | 147910   | 1235      | JORDAN TAWYEA                  | 604-20200     | 228.19    |
| 12/15 | 12/22/2015 | 147911   | 1225      | KAYLA GARDINIER                | 101-20200     | 200.00    |
| 12/15 | 12/22/2015 | 147912   | 120006    | L & M SUPPLY                   | 602-20200     | 1,365.11  |
| 12/15 | 12/22/2015 | 147913   | 120032    | LAKE COUNTRY POWER             | 101-20200     | 118.00    |
| 12/15 | 12/22/2015 | 147914   | 120003    | LEAGUE OF MINNESOTA CITIES     | 101-20200     | 255.00    |
| 12/15 | 12/22/2015 | 147915   | 1229      | LUKE MCGREGOR & AUTUMN         | 101-20200     | 200.00    |
| 12/15 | 12/22/2015 | 147916   | 130030    | MACQUEEN EQUIPMENT             | 603-20200     | 175.63    |
| 12/15 | 12/22/2015 | 147917   | 130190    | MAINSTREET DESIGNS INC         | 101-20200     | 5,785.00  |
| 12/15 | 12/22/2015 | 147918   | 1239      | MATTHEW RAINEY                 | 604-20200     | 126.67    |
| 12/15 | 12/22/2015 | 147919   | 130004    | MESABI DAILY NEWS              | 101-20200     | 18.75     |
| 12/15 | 12/22/2015 | 147920   | 5061      | MESABI FAMILY YMCA             | 230-20200     | 500.00    |
| 12/15 | 12/22/2015 | 147921   | 1228      | MICHELLE BABICH                | 101-20200     | 200.00    |
| 12/15 | 12/22/2015 | 147922   | 1227      | MICHELLE HARRIS                | 101-20200     | 100.00    |
| 12/15 | 12/22/2015 | 147923   | 130039    | MINNESOTA DEPT OF COMMERCE     | 604-20200     | 368.27    |
| 12/15 | 12/22/2015 | 147924   | 140026    | MINNESOTA ENERGY RESOURCES     | 603-20200     | 2,818.36  |
| 12/15 | 12/22/2015 | 147925   | 130009    | MINNESOTA POWER (ALLETE INC)   | 604-20200     | 98,381.37 |
| 12/15 | 12/22/2015 | 147926   | 130180    | MINNESOTA TELECOMMUNICATIONS   | 101-20200     | 113.40    |
| 12/15 | 12/22/2015 | 147927   | 130031    | MOUNTAIN IRON ECONOMIC DEV     | 101-20200     | 51,875.21 |
| 12/15 | 12/22/2015 | 147928   | 130015    | MOUNTAIN IRON PUBLIC UTILITIES | 602-20200     | 14,696.89 |
| 12/15 | 12/22/2015 | 147929   | 13110     | MOUNTAIN IRON SENIOR CITIZENS  | 230-20200     | 100.00    |
| 12/15 | 12/22/2015 | 147930   | 40032     | OFFICE OF MN.IT SERVICES       | 101-20200     | 463.96    |
| 12/15 | 12/22/2015 | 147931   | 160060    | PIT & QUARRY SUPPLIES INC      | 101-20200     | 320.00    |
| 12/15 | 12/22/2015 | 147932   | 160038    | PITNEY BOWES GLOBAL FINANCIAL  | 101-20200     | 268.68    |
| 12/15 | 12/22/2015 | 147933   | 170007    | QUILL CORPORATION              | 602-20200     | 300.24    |
| 12/15 | 12/22/2015 | 147934   | 180029    | RGGS LAND & MINERALS, LTD., LP | 101-20200     | 190.00    |
| 12/15 | 12/22/2015 | 147935   | 20015     | ROBERT BROWN                   | 101-20200     | 100.00    |
| 12/15 | 12/22/2015 | 147936   | 190079    | SCHINDLER ELEVATOR CORPORATIOI | 101-20200     | 2,559.40  |
| 12/15 | 12/22/2015 | 147937   | 190045    | SERVICE SOLUTIONS              | 101-20200     | 23.00     |
| 12/15 | 12/22/2015 | 147938   | 6027      | SHIRLEY SAVELA                 | 101-20200     | 100.00    |
| 12/15 | 12/22/2015 | 147939   | 190016    | ST LOUIS COUNTY AUDITOR        | 101-20200     | 430.82    |
| 12/15 | 12/22/2015 | 147940   | 1152      | ST LOUIS COUNTY PHHS           | 604-20200     | 384.11    |

Check Issue Date(s): 12/17/2015 - 12/25/2015

| Per   | Date       | Check No | Vendor No | Payee                          | Check GL Acct | Amount    |
|-------|------------|----------|-----------|--------------------------------|---------------|-----------|
| 12/15 | 12/22/2015 | 147941   | 1237      | STACY LABARGE                  | 604-20200     | 285.50    |
| 12/15 | 12/22/2015 | 147942   | 200020    | THE TRENTI LAW FIRM            | 101-20200     | 2,126.15  |
| 12/15 | 12/22/2015 | 147943   | 180027    | TNT FIRE PROTECTION            | 101-20200     | 1,190.57  |
| 12/15 | 12/22/2015 | 147944   | 200057    | TOTAL ENERGY SYSTEMS LLC (DBA) | 602-20200     | 28,019.00 |
| 12/15 | 12/22/2015 | 147945   | 1224      | UNITED STEELWORKERS LOC #6115  | 101-20200     | 200.00    |
| 12/15 | 12/22/2015 | 147946   | 220025    | VERIZON WIRELESS               | 101-20200     | 16.78     |
| 12/15 | 12/22/2015 | 147947   | 220004    | VIRGINIA DEPARTMENT OF PUBLIC  | 604-20200     | 48,008.77 |
| 12/15 | 12/22/2015 | 147948   | 220020    | VISA OR AMERICAN BANK CC PMT   | 603-20200     | 3,431.63  |
| 12/15 | 12/22/2015 | 147949   | 230028    | WISCONSIN ENERGY CONSERVATION  | 604-20200     | 32.50     |
| 12/15 | 12/22/2015 | 147950   | 60038     | WRIGHT EXPRESS FINAN SERV CORP | 101-20200     | 3,323.57  |
| 12/15 | 12/22/2015 | 147951   | 240001    | XEROX CORPORATION              | 602-20200     | 602.96    |
| 12/15 | 12/22/2015 | 147952   | 260002    | Z/TECH                         | 101-20200     | 826.00    |

Totals:

296,448.60

Payroll-PP Ending 12/18/15 101,109.01

Electronic Trans.-Sales Tax 12/18/15 16,707.67TOTAL EXPENDITURES \$414,265.28



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## CITY OF MOUNTAIN IRON POSITION ANALYSIS

**POSITION TITLE:** Accounting Technician

**SUPERVISOR:** City Administrator

### **PRIMARY OBJECTIVE OF POSITION:**

The primary objective of this position is for the preparation of all payroll and related records, bills, utility bills, accounts receivable and other financial records.

### **RESPONSIBILITIES:**

- ◆ Prepares all accounts receivable, payroll and related records.
- ◆ Enters payroll records, bills, accounts receivable and other financial information into required ledgers and computers.
- ◆ Balances bank statements, cash receipts and accounts receivable monthly.
- ◆ Provide outstanding customer service.
- ◆ Compiles financial information required for audits of workmen's compensation, PERA, and other accounts and assists the auditor in annual City audit.
- ◆ Makes out and prepares for signature, various permits, licenses, collects money and prepares receipts for licenses, permits and utility bills.
- ◆ Keeps reservations book for City buildings works with the Utility Advisory Board.
- ◆ Performs collection duties on delinquent accounts.
- ◆ Answers phones, receives and transmits messages and gives general information to public.
- ◆ Performs related clerical duties as assigned by supervisor.
- ◆ Assists with the updating of the City web site and the use of social media.
- ◆ Performs other duties as apparent or as delegated by supervisor.

### **KNOWLEDGE, SKILLS, ABILITIES:**

- ◆ Knowledgeable in the use of office machines and equipment, including computers.
- ◆ Ability to deal effectively with the general public.
- ◆ Knowledge of billing and financial software.
- ◆ Ability to perform responsibilities under general direction.
- ◆ Ability to perform light physical activity.

### **TRAINING AND EXPERIENCE:**

- ◆ Associate Arts Degree or Technical College Degree, with emphasis on accounting, bookkeeping and related subjects.
- ◆ Three years experience in accounting, bookkeeping or related work.





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## CITY OF MOUNTAIN IRON POSITION ANALYSIS

**POSITION TITLE:** Secretary

**SUPERVISOR:** City Administrator

**PRIMARY OBJECTIVE OF POSITION:**

The primary objective of this position is to provide clerical and general assistance, including preparation of utility bills, and general correspondence.

**RESPONSIBILITIES:**

- ◆ Assists the Administrative staff with billings, reports, general correspondence, etc.
- ◆ Makes out and prepares for signatures various permits, licenses, collects money and prepares receipts.
- ◆ Provide outstanding customer service.
- ◆ Acts as receptionist, answers phones, receives and transmits messages and gives general information.
- ◆ Performs related clerical duties as assigned by supervisor.
- ◆ Assist other positions with data entry and financial software.
- ◆ Prepares meeting packets for various boards and commissions.
- ◆ Assists with the updating of the City web site and the use of social media.
- ◆ Performs other duties as apparent or as delegated by supervisor.

**KNOWLEDGE, SKILLS, ABILITIES:**

- ◆ Knowledgeable in the use of office machines and equipment, including computers.
- ◆ Ability to deal effectively with the general public.
- ◆ Ability to perform light physical activity.

**TRAINING AND EXPERIENCE:**

- ◆ High school graduate or equivalent, advanced education preferred, with emphasis on office related subjects.



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## RESOLUTION NUMBER 35-15

### HEARING ON PROPOSED ASSESSMENT

**WHEREAS**, by a Resolution passed by the City Council on October 5, 2015, the City Administrator was directed to prepare a proposed assessment of the cost of Improvement Number 14-02, the proposed improvement of Silicon Drive between the centerline of the proposed County Road 102 to the end of Silicon Drive by paving, the improvement of Rock Ridge Drive between Park Ridge Drive and Highway 169 by reconstruction and the improvement of Fairview Lane between Mineral Avenue and Greenwood Lane by overlay, and

**WHEREAS**, the City Administrator has notified the City Council that such proposed assessment has been completed and filed in his/her office for public inspection,

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

1. A hearing shall be held at 5:30 p.m. on January 20, 2016 in the Community Center located at 8586 Enterprise Drive South, Mountain Iron to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF DECEMBER, 2015.**

ATTEST:

City Administrator

Mayor Gary Skalko



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## RESOLUTION NUMBER 33-15

### ORDERING PREPARATION OF REPORT ON IMPROVEMENT

**WHEREAS**, it is proposed to improve Garden Drive between Arbor Lane and Fairview Lane by overlay and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the City Engineer for study and that that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF DECEMBER, 2015.**

ATTEST:

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

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



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## RESOLUTION NUMBER 34-15

### ORDERING PREPARATION OF REPORT ON IMPROVEMENT

**WHEREAS**, it is proposed to make improvements to the Mountain Iron Water System by installing a municipal water well.

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

That the proposed improvement be referred to Benchmark Engineering for study and that that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; and the estimated cost of the improvement as recommended.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF DECEMBER, 2015.**

ATTEST:

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

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

**COUNCIL LETTER 010416-0000**

**MAYOR GARY SKALKO**

**REORGANIZATION**

**DATE:** December 31, 2015

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

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

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

**COUNCIL LETTER 010416-0000**

**GARY SKALKO**

**COMMISSION APPOINTMENTS**

**DATE:** December 31, 2015

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

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

- B. City Advisory Board/Commission Appointments:
- 1) Planning & Zoning (3 year term)
    - a. Steve Skogman (reappointed)
    - b. Barbara Fivecoate (reappointed)
  - 2) Utility Advisory Board (3 year term)
    - a. Bruce Peterson (reappointed)
    - b. Harvey Hellyer (reappointed)
  - 3) Parks & Recreation Board (3 year term)
    - a. Steve Hunter Jr. (reappointed)
    - b. Natalie Pankratz-Leff (reappointed)
  - 4) Economic Development Authority (5 year term)
    - a. Mary Jacobsen (reappointed)
  - 5) Library Board (3 year term)
    - a. Kathy Witzman (reappointed)
    - b. Shirley Congdon (reappointed)
  - 6) Public Safety and Health Board (3 year term)
    - a. Steve Skogman (reappointed)
  - 7) Cable Commission (3 year term)
    - a. Steve Skogman (reappointed)
    - b. Peter Skogman (reappointed)

**COUNCIL LETTER 010416-IVH1**

**PERSONNEL COMMITTEE**

**POSITION APPOINTMENT**

**DATE:** December 31, 2015

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

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On Tuesday, December 29<sup>th</sup> the Personnel Committee held interview for the position of Municipal Services Secretary. The Committee interviewed six well qualified candidates and is recommending Ms. Amanda Inmon for the position of Municipal Services Secretary pending physical, drug testing and background check.

## Craig Wainio

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**From:** Brian Boder <BoderB@StLouisCountyMN.gov>  
**Sent:** Wednesday, December 30, 2015 11:09 AM  
**To:** Craig Wainio  
**Subject:** CSAH 102 Municipal Consent

Craig,

Please add St. Louis County Public Works to the City Council agenda for January 4<sup>th</sup>.  
We will be presenting a Municipal Consent Resolution for the revocation of CSAH 102 miles.  
It should be completed this afternoon.

Brian Boder  
Assistant County Highway Engineer  
[boderb@stlouiscountymn.gov](mailto:boderb@stlouiscountymn.gov)

Phone 218-625-3836  
Fax 218-625-3888





# Northeast Service Cooperative

*Collaborating to meet your changing needs*

December 22, 2015

City of Mt Iron  
Craig Wainio  
8586 Enterprise Dr S  
Mt Iron MN 55768

RE: UPDATED JOINT POWERS AGREEMENT

As a member of the Northeast Service Cooperative (NESC) Insurance program, we have had a Joint Powers Agreement (JPA) in place for you to participate in the Insurance Program offering. We have “updated” the JPA and we are sending this out to all members so that we (and you) all have the most current agreement in place. As stated in the JPA, the Purpose is:

*1.1 Purpose. Under the provisions of Minnesota law, governmental units may enter into contracts to provide Group Employee Benefits for their employees and to obtain Other Financial and Risk Management Services deemed necessary or beneficial for their operation. Under the provisions of Minn. Stat. 471.59, two or more governmental units (including, but not limited to, school districts, counties, towns, other governmental agencies and service cooperatives) may agree to exercise jointly or cooperatively powers which they possess in common. The purpose of this Agreement is to authorize the Board to exercise the common powers of the participating governmental units in connection with certain matters pertaining to the administration and funding of Group Employee Benefits and the provisions of Other Financial and Risk Management Services, all as described herein. It is not the purpose of this Agreement to transfer to the Board the authority to execute contracts on behalf of Participants, or to in any manner become involved in any collective bargaining process.*

Some of you have been members for 20+ years and others more recent. Over time, there has been revisions to the JPA’s resulting in at least a couple different JPA’s on file. When comparing the JPA 2000 version to the new version enclosed, these revisions have primarily been due to legislation and the changing marketplace after the Affordable Care Act such as:

- Section 2.5 Carrier Contracts
- Section 4.5 SC Service Fees
- Section 4.6 Use of SC Service Fees
- Section 5.6.4 Future Participation Limited
- Section 10 Solicitation of Bids
- **Older versions that we have for some members vary much greater in content and format**

Updated Joint Powers Agreement  
Page Two

Understandably, we need to standardize the JPA for all members. We have included the new agreement for your review, approval and signature. **We ask that you sign the agreement and return it to the attention of Steve Roskoski at NESC by January 31, 2016.**

We have copies of a JPA on file for many members, however for some members we were unable to locate a signed JPA. Part of this endeavor is to have a JPA, on file, for every member.

We were able to retrieve the JPA that we had on record for your organization and we have included a copy of that document for your review along with the new JPA.

If you have questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Brinkman", with a long horizontal flourish extending to the right.

Paul Brinkman  
Executive Director

Encl.

**JOINT POWERS AGREEMENT  
FOR GROUP EMPLOYEE BENEFITS AND OTHER FINANCIAL AND RISK  
MANAGEMENT SERVICES**

This Joint Powers Agreement, hereinafter referred to as "Agreement," is made between Participant Member City of Mountain Iron and other Participant Members as are now or may hereafter become parties to this Agreement, and the Northeast Service Cooperative hereinafter called the "SC."

**RECITALS**

**Whereas**, Minn. Stat. 471.59, Subds. 1 and 10, authorizes two or more governmental units to exercise jointly or cooperatively powers which they possess in common, and

**Whereas**, Minn. Stat. 123A.21, establishes service cooperatives, the purpose of which, among other things, is to assist participating governmental units in meeting certain specific needs which can most advantageously be met on a regional basis, and

**Whereas**, the Participant Members wish to authorize the SC Board of Directors to act as a joint board for the purpose of exercising certain powers as set forth in this Agreement, and

**Whereas**, the Participant Members acknowledge that the Board of Directors of the SC is representative of the parties to this Agreement;

**NOW THEREFORE**, the parties hereto agree as follows:

**SECTION 1**

**PURPOSE, INTENT AND OBJECTIVE**

1.1 **Purpose.** Under the provisions of Minnesota law, governmental units may enter into contracts to provide Group Employee Benefits for their employees and to obtain Other Financial and Risk Management Services deemed necessary or beneficial for their operation. Under the provisions of Minn. Stat. 471.59, two or more governmental units (including, but not limited to, school districts, counties, towns, other governmental agencies and service cooperatives) may agree to exercise jointly or cooperatively powers which they possess in common. The purpose of this Agreement is to authorize the Board to exercise the common powers of the participating governmental units in connection with certain matters pertaining to the administration and funding of Group Employee Benefits and the provisions of Other Financial and Risk Management Services, all as described herein. It is not the purpose of this Agreement to transfer to the Board the authority to execute contracts on behalf of Participants, or to in any manner become involved in any collective bargaining process.

1.2 **Compliance with Applicable Laws.** It is the parties' intent to comply with the applicable statutory requirements pertaining to requests for proposals for group insurance, self-insurance, COBRA and its Minnesota extensions, service cooperatives, and all other applicable federal and state statutes. Pursuant to the laws governing service cooperatives, it is also intended that nonprofit, non-governmental units be allowed to participate as Associate Members in the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to this Agreement, although it is not intended that such nonprofit, non-governmental units exercise any of the powers or

authorities exclusively delegated to governmental units described in Minn. Stat. 471.59 Subd. 1.

## SECTION 2

### DEFINITIONS

2.1 **Advisory Committee(s)** means committees appointed by the Board in accordance with Section 4.8 of this Agreement which are representative of the Participants as deemed appropriate by the Board for the purpose of recommending policies, procedures and actions to the Board.

2.2 **Agreement** means this Joint Powers Agreement as the same may be amended from time to time. This document, and all other documents in the same form executed (or deemed executed as provided in Section 9 of this Agreement) by SC and other Participant Members, all as amended from time to time, shall together constitute a single Agreement.

2.3 **Associate Member** means any nonprofit or non-governmental entity which participates in any of the Group Employee Benefits or Other Financial and Risk Management Services made available to Associate Members by the Board, and agrees in writing to be bound by the terms of this Agreement other than those terms explicitly applicable only to Participant Members (or is deemed to have so agreed as provided in Section 9 of this Agreement).

2.4 **Board or Joint Powers Governing Board** means the SC Board of Directors acting as the joint board authorized to exercise certain powers of the Participant Members, as permitted by Minn. Stat. 471.59, Subd. 2, and as set forth in this Agreement.

2.5 **Carrier Contract** means an agreement by and between the Board and a Provider which establishes terms for the benefits, administration or funding of Group Employee Benefits or Other Financial and Risk Management Services.

2.6 **CBA** means collective bargaining agreement.

2.7 **CBA Employee Benefits** means employee welfare and retirement benefits made available by the Board from time to time for adoption by a Participant pursuant to the terms of a CBA, and may include, but shall not be limited to health benefits coverage, wellness and employee assistance programs, life insurance, disability income protection, dental insurance, flexible spending programs, retirement programs and long term care insurance. In no event shall any Discretionary Employee Benefits be considered CBA Employee Benefits unless and until they become part of a collective bargaining agreement between a union and a Participant.

2.8 **Discretionary Employee Benefits** means employee welfare and retirement benefits made available by the Board from time to time for adoption by a Participant, exclusive of any CBA Employee Benefits, and may include, but shall not be limited to health benefits coverage, wellness and employee assistance programs, life insurance, disability income protection, dental insurance, flexible spending programs, retirement programs and long term care insurance. Discretionary Employee Benefits may be terminated or reduced by the Board at any time. In the event any Discretionary Employee Benefit is terminated by the Board but continued by one or more Participants, the provision of such Discretionary Employee Benefit shall become the sole responsibility of such Participants.

2.9 **Group Contract** shall mean an agreement for the rendering of services by and between a Participant and a Provider of such services. In connection with the self-insurance of employee health benefits, such an agreement may also mean a Participant's agreement to participate in a program of self-insurance.

2.10 **Group Employee Benefits** shall mean CBA Employee Benefits and Discretionary Employee Benefits.

2.11 **Other Financial and Risk Management Services** may include, but shall not be limited to, technical advice regarding borrowing programs, contracted legal services, property/casualty safety group protection, personal property and casualty protection, student accident, coverage, and other services as made available by Group Contract for Participants from time to time by the Board.

2.12 **Participant** means both Participant Members and Associate Members. It does not refer to individual employees obtaining insurance or other benefit coverage pursuant to a plan offered by a Participant which is funded or administered in whole or in part pursuant to this Agreement.

2.13 **Participant Member** means any governmental unit as defined in Minn. Stat. 471.59 which is accepted for participation in this Agreement by the Board, certifies that its employee benefit plans qualify as "governmental plans" that are exempt from application of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and agrees in writing to be bound by the terms of this Agreement (or is deemed to have so agreed as provided in Section 9 of this Agreement).

2.14 **Pool** means the collective group of Participants in a given program of Group Employee Benefits or Other Financial and Risk Management Services, as the context shall require. Absent an agreement expressly to the contrary, a separate Pool shall exist for each such program and a separate Group Contract shall exist between the Provider and each Participant for the rendering of services or benefits for which such Pool is formed.

2.15 **Program Funds** means any monies, reserves, excesses or other amounts, whether acquired through contributions, payments, discounts, dividends, refunds, credits, reserves, savings, interest or otherwise, that are held and administered in accordance with Section 6 of this Agreement.

2.16 **Provider** means the person, insurance carrier, third party administrator, or other entity which is selected by the Board, in its discretion, to provide Participants with Group Employee Benefits or Other Financial and Risk Management Services or, as in the case of self-insured health benefits, to provide administrative or other services in connection with such Benefits or Services.

2.17 **SC** means the Northeast Service Cooperative, a governmental agency and public corporation, whose existence is authorized by Minn. Stat. 123A.21.

## SECTION 3

### JOINT POWERS GOVERNING BOARD

3.1 **Board Membership.** The SC Board of Directors, when exercising the joint powers authorized by this Agreement, will also serve as the Board referred to in this Agreement. The Board will be elected pursuant to the Bylaws of the SC. As appropriate, the Board may designate one or more representatives to act on its behalf.

3.2 **Upon Dissolution of SC.** In the event that the SC is dissolved, the Board shall continue to exist and its members shall be elected solely from the governing bodies of the Participant Members to this Agreement in a manner consistent with the provisions of the Joint Powers Act, Minn. Stat. 471.59, Subd.2. Any administrative services provided by the SC prior to its dissolution shall be provided thereafter as determined by the Board in its discretion.

3.3 **Acknowledgment by Associate Members.** Associate Members acknowledge that Minn. Stat. 471.59 does not authorize their participation in a Joint Powers Agreement, even though Minn. Stat. 123A.21, Subd.3, authorizes nonprofit, non-governmental organizations to participate in Group Employee Benefits, Other Financial and Risk Management Services, and other programs made available from time to time by service cooperatives. By participating in any such program made available by the SC, such non-governmental Associate Members agree to be bound by the terms of this Agreement (other than those terms explicitly applicable only to Participant Members) and that the Board is representative of their interests.

## SECTION 4

### RIGHTS AND RESPONSIBILITIES OF THE BOARD

4.1 **Authorized Powers.** Pursuant to Minn. Stat. 471.59, Subd. 2, in addition to any other powers specifically delegated to the Board by this Agreement, the Board is hereby authorized to:

- (a) establish, procure and administer Group Employee Benefits and Other Financial and Risk Management Services;
- (b) define and clarify requests for proposals, rights and responsibilities, length of contract, premium or contribution rates and other costs, termination guidelines, the relative liability of the parties, and the method(s) by which parties to this Agreement shall exercise their common powers; and
- (c) receive, collect, hold, invest, expend and disburse Program Funds in connection with the exercise of its powers under this Agreement.

#### 4.2 **Group Employee Benefits.**

4.2.1 **CBA Employee Benefits.** The Board may from time to time make employee welfare and retirement benefits available for adoption by Participants pursuant to a CBA. The Board may arrange alternative financing arrangements respecting such benefits, and may administer or arrange for the administration of such benefits. Any employee or collective bargaining

representative notification of alternative financing arrangements shall be the responsibility of the Participant. The Group Contract for the provision of such benefits shall be between the Participant and the Provider. Pursuant to Minn. Stat. 471.6161, Subd.5, the Board has no authority nor authorization to change a policy or benefit respecting a Participant's CBA Employee Benefits in a manner that would reduce the aggregate value of such benefits.

**4.2.2 Discretionary Employee Benefits.** The Board may from time to time make available for adoption by Participants Discretionary Employee Benefits. The Board may arrange alternative financing arrangements respecting such benefits, and may administer or arrange for the administration of such benefits. The Group Contract for the provision of such benefits shall be between the Participant and the Provider. Notwithstanding that a Group Contract for Discretionary Employee Benefits be between a Participant and a Provider, the Board, upon reasonable notice to Participants, may prospectively amend, reduce or terminate any such Discretionary Employee Benefits in its sole and absolute discretion.

**4.2.3 Reserves.** The Board shall from time to time determine the minimum amount of funds needed for purposes of risk management and rate stabilization. Any such funds shall be held and used in accordance with, and subject to the limitations set forth in, Section 6.

**4.2.4 Self-Insurance of Health Benefits.** In accordance with Minn. Stat. 471.617, Group Employee Benefits that are employee health benefits may be self-insured. A self-insurance Pool made available by the Board shall be a pool established and operated by the Board, or by the Board and one or more other joint powers governing boards governed by Minn. Stat. 471.59 or service cooperatives governed by Minn. Stat. 123A.21.

**4.3 Other Financial and Risk Management Services.** The Board may make available Other Financial and Risk Management Services for electing Participants and may administer, or arrange for the administration of such services. The Board will determine the most cost-effective and appropriate manner in which to deliver Other Financial and Risk Management Services and the service fees and other costs pertaining to the same.

**4.4 Carrier Contracts.** The Board, alone or in collaboration with other governmental units, whether acting alone or jointly, including other service cooperatives, may negotiate Carrier Contracts for the benefit of the SC and each of the Participants with respect to any Group Employee Benefit or Other Financial and Risk Management Service. Such Carrier Contracts may establish, among other things:

- (a) the terms and conditions for any program,
- (b) premium or contribution rates and other costs,
- (c) funding arrangements,
- (d) administrative arrangements, including the extent to which the SC shall provide administrative services,
- (e) the applicable responsibilities of the Board, and

- (f) the amount of service fees payable to the SC.

The Carrier Contract is a proprietary document between the Service Cooperative and the provider. However, at the request of any Participant, the Board may provide that Participant with any information regarding the applicable Carrier Contract that is reasonably necessary for the Participant to understand its rights and obligations thereunder.

**4.5 SC Service Fees.** The SC shall be paid a service fee in consideration for services rendered pursuant to this Agreement and any Carrier Contracts. The amount and source of such service fee shall be established from time to time by the Provider and the SC and shall be approved by the Board. Such service fee may include, but shall not be limited to, a percentage of premiums collected from Participants for the payment of Group Employee Benefits, a fixed fee per contract per month paid by each Participant, or such other arrangements approved from time to time by the Board. At the time a Participant elects to participate in any of the Group Employee Benefits made available by the Board, the Participant shall, by execution of this Agreement (or by the deemed execution of this Agreement as provided in Section 9), be deemed to have acknowledged and agreed to the amount of such service fee and the source of its payment, including any part thereof derived from discounts, refunds, dividends, and similar revenues. Services fees payable with respect to Other Financial and Risk Management Services shall be established and disclosed from time to time as determined by the Board. Participants shall be given advance notice of any change in service fees.

**4.6 Use of SC Service Fees.** The SC may use service fees to provide programs and services which are determined pursuant to Minn. Stat. Sec. 123A.21, Subd. 7 to be priority needs of the particular region and to assist in meeting special needs which arise from fundamental constraints upon individual members.

**4.7 Service Providers.**

**4.7.1 Selection.** The Participants hereby delegate to the Board the right to select the Providers for Group Employee Benefits and Other Financial and Risk Management Services.

**4.7.2 Governmental Unit Bidding and Contracting Laws.** As applicable, the Board shall comply with all state and federal laws relating to requests for proposals, review of proposals, length of Group Contract rules, and other laws and regulations relating to contracting for Group Employee Benefits and Other Financial and Risk Management Services.

**4.7.3 Service Provider Rate Increases.** The Board will annually review renewal information as presented by Providers, make recommendations and determine if requests for proposals are necessary. Rate renewals for group insurance will be determined on the basis of the aggregate change of premiums.

**4.8 Premiums and/or Contract Charges.** To the extent not established by the applicable Carrier Contract or in any other manner prescribed by this Agreement, premiums and/or contract charges shall be determined by the Board in its discretion; provided, however, that in accordance with Section 6.5, no retroactive assessment may be made without the consent of the affected Participants.



4.9 **Advisory Committee(s).** The Board may, but is not required to, appoint one or more advisory committees. The purpose of any such committee may include, without limitation, the receipt and processing of information relating to group employee benefits, and the future direction of such benefits as well as other programs and services. The Board shall consider, but is not required to adopt, advisory committee recommendations and proposals. Labor representation, when appropriate, on any advisory committee formed by the Board shall be, insofar as is reasonably possible, representative of the bargaining representatives of individuals covered in the relevant Pool. Notwithstanding anything to the contrary in this Section 4.8, the SC shall create a labor-management committee to advise it on certain matters as required by Minn. Stat. 123A.25.

4.10 **Authority of Board.** The Board, with due consideration given to recommendations submitted by any advisory committee which may be established, shall, unless otherwise expressly agreed, retain final authority in all matters relative to this Agreement and to the Group Employee Benefits and Other Financial and Risk Management Services subject to this Agreement; provided, however, that nothing in this Agreement shall permit the Board to enter into a Group Contract on behalf of a Participant, and that, subject to any applicable notice rules, nothing in this Agreement shall prevent a Participant from withdrawing from this Agreement, any Group Employee Benefit, or any Other Financial and Risk Management Service.

4.11 **Liability Limited.** The Board, its authorized representatives, employees and designees shall have no duty or liability to any of the Participants or Providers with respect to the fees, premium and/or contract charges, offers, acceptances or binders of coverage, cancellation notices, or other matters relating to a Participant's subscribers, all of which shall be the responsibility of the Participant. The Board, its authorized representatives, employees and designees, and each Participant shall have no duty or liability due to negligence of other Participants and Providers. When it is not exercising the joint powers authorized by this Agreement (and, therefore, not acting as the Board), the SC Board of Directors shall have no duty or obligation whatsoever to act for the benefit of Participants (as Participants).

4.12 **Withdrawal by Board.** The undertakings for the provision of Group Employee Benefits in this Agreement may be terminated by the Board or the SC (as applicable) at any time.

## SECTION 5

### RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

5.1 **Enrollment and Renewal.** Participants may elect whether to participate in any Group Employee Benefit and any Other Financial and Risk Management Service made available by the Board. If a Participant elects to participate in a Group Employee Benefit or Other Financial or Risk Management Service, the Participant must execute any applicable Group Contract, Group Contract amendment, enrollment and renewal documents directly with the Provider.

5.2 **Participants to Furnish Data.** Each Participant agrees to furnish all reasonably necessary employee data directly to the SC or its designee.

5.3 **Remittance of Premiums and Contract Charges.** The Participant shall remit premiums and/or contract charges in the time and manner as from time to time determined by the Board.

5.4 **CBA Employee Benefits.** Each Participant that participates in CBA Employee Benefits shall

be solely responsible for the collective bargaining of such benefits, and for providing any notices regarding CBA Employee Benefits, including, without limitation, the obligation to notify certain representatives regarding the adoption of a self-insured health benefit plan set forth in Minn. Stat. 471.617, Subd.4.

## **5.5 Participant Withdrawal.**

**5.5.1 Voluntary Withdrawal.** At any time during a year, (but at least three (3) months prior to renewal), a Participant may terminate its participation in this Agreement or in a Pool upon ninety (90) days written notice to the Board and to all Providers of programs in which it participates.

**5.5.2 Withdrawal Relating to Participant Rate Solicitation.** If a Participant solicits proposals independently of this agreement within five months prior to the end of the master agreement, the Board retains the right to deem that the Participant has withdrawn from the appropriate pool. "Soliciting proposals" shall be defined as requesting and/or accepting written or verbal proposals of any kind, regardless of how formal or informal.

**5.5.3 Withdrawal Relating to Dual Offering.** If a Participant offers Group Employee Benefits through an additional or different plan which, in the discretion of the Board, are considered to be substantially similar to those provided by a Pool in which the Participant participates, then the Board retains the right to deem that such Participant has withdrawn from the Pool.

**5.5.4 Withdrawal at Annual Renewal.** If a material change in any term or condition of a Group Employee Benefit or Other Financial or Risk Management Service in which a Participant participates is proposed to commence as of the Participant's annual renewal date, the Participant may withdraw from the applicable Pool as of the renewal date, provided the Participant gives advance written notice of its intent to withdraw promptly (within 30 days) after receiving notice of the material change, even if such notice is given less than five (5) months in advance of the renewal date.

**5.6 Effect of Participant Withdrawal.** Upon a Participant's withdrawal or deemed withdrawal from this Agreement or from a Pool, the following rules shall apply:

**5.6.1 Withdrawal from this Agreement.** Upon its withdrawal from this Agreement, a Participant shall be deemed to have withdrawn from all Pools maintained under this Agreement in which the Participant is participating at the time of such withdrawal. If a Participant no longer participates in any Pool, the Participant shall be deemed to have withdrawn from this Agreement, as well as from the applicable Pool(s).

**5.6.2 Withdrawal from a Pool.** Withdrawal by a Participant from any Pool shall not affect the Participant's participation in any other Pool.

**5.6.3 Program Funds.** No Program Funds or any other amounts that may, in any way, be attributable to a Participant's participation in a Pool shall be returned to the Participant in the event such Participant's participation in a Pool ends prior to the Pool's termination.

**5.6.4 Future Participation Limited.** If a Participant withdraws or is deemed by the Board to have withdrawn from a Pool, such Participant's participation in such Pool shall be prohibited for a

period of twelve (12) months from the date of such withdrawal or deemed withdrawal. If a Participant withdraws or is deemed by the Board to have withdrawn from this Agreement, such Participant's participation in this Agreement (and any Pool offered hereunder) shall be prohibited for a period of twelve (12) months from the date of such withdrawal or deemed withdrawal.

## SECTION 6

### PROGRAM FUNDS ADMINISTRATION

6.1 **Program Funds.** It is understood and agreed that, in connection with the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to this Agreement, the Board may acquire Program Funds. The Board may, in its discretion, establish and maintain separate accounts for specified portions of the Program Funds, and may designate specific purposes, such as the payment and financing of Group Employee Benefits or the stabilization of the cost of such benefits, for which the amounts credited to such account shall be used, but it shall not be required to do so.

6.2 **General Rules Regarding Management and Disposition of Program Funds.** Program Funds shall be used solely for the purposes of providing Group Employee Benefits and Other Financial and Risk Management Services, providing related services, defraying the reasonable expenses of administering such benefits and services, and, if the Board determines that such use would either directly or indirectly benefit Participants (e.g., by spreading risk, achieving economies of scale, generating revenues or enhancing the Board's ability to negotiate with Providers as a result of the Board's visibility, presence in the marketplace or enhanced expertise), establishing, providing and administering similar benefits and services offered by the joint action of other governmental units. Program Funds shall not inure to the benefit of the Board; this prohibition shall not, however, prohibit the payment of service fees to an SC as provided below. Subject to the foregoing, the Board, in its sole discretion, shall determine the management and disposition of the Program Funds. The Board may consider Advisory Committee recommendations regarding the use of Program Funds before any determinations are made. The following are examples of purposes for which the Board may use and apply Program Funds.

(a) to negotiate the purchase of, administer, provide and maintain (either directly or through the purchase of insurance, or both) Group Employee Benefits (including, but not limited to programs related to the purpose for which the Fund was created, such as, for example, in the case of a Health Pool, an Employee Assistance Program (EAP) and Wellness Program) and Other Financial and Risk Management Services;

(b) to pay or provide for the payment of reasonable and necessary expenses of administering Group Employee Benefits and Other Financial and Risk Management Services including, without limitation, all expenses which may be incurred in connection with the establishment and administration of Pools, the employment of administrative, legal, accounting, other expert and clerical assistance, the leasing of such premises and the purchase of lease materials, supplies, equipment, and liability and property insurance;

(c) to establish and accumulate funds deemed adequate by the Board to carry out the purposes of the Pools, for example, for purposes of rate stability and risk reserve;

(d) to pay any federal, state or local income, employment, death or other tax which may

be properly imposed on or levied against Group Employee Benefit, Other Financial and Risk Management Service, a Pool, or on benefits paid therefrom;

(c) to pay for any bond and to pay the premiums on any insurance purchased by a Pool, including, but not limited to liability insurance, "stop loss" insurance and other insurance intended to pay directly or indirectly the benefits established with respect to a Pool; and

(f) to pay the SC any service fee payable to it pursuant to, or authorized pursuant to, this Agreement.

**6.3 Investment of Program Funds.** Program Funds shall be held and invested in a manner that is consistent with any applicable legal requirements regarding the holding and investment of funds by the Participant Members who are governmental units within the meaning of Minn. Stat. 471.59.

**6.4 Withdrawal of Participant.** In the event of the withdrawal of a Participant prior to the termination of this Agreement or of a Pool, Program Funds attributable to contributions of such Participant shall not be returned to such Participant.

**6.5 Termination of Pool.** In the event of termination of a Pool, any portion of the Program Funds that has been designated for use solely in connection with the terminating Pool, and any other portion allocated to the terminating Pool by the Board in its sole discretion, shall be distributed to the Pool Participants in a manner to be determined by the Board, which may include the following:

- (a) payment of benefits to or on behalf of enrolled employees with respect to claims arising prior to such termination;
- (b) provision of similar benefits for such employees;
- (c) payment of reasonable and necessary expenses incurred in such termination;
- (d) payment of taxes; and
- (e) cash payments to Participant Members according to a formula established by the Board.

Upon such termination, the Board shall continue to serve for such period of time and to the extent necessary to carry out the directions of the preceding sentence. The Participants who receive such distributions shall be solely responsible for determining whether, and to what extent, any amounts they receive will be distributed to individuals who were covered by benefit programs provided by the terminating Pool.

**6.6 Funding of Risk.** Premiums may be adjusted, but no retroactive assessment shall be made without consent and agreement by the affected Participants. Subject to their obligation to provide accurate information regarding the individuals who will receive benefits from a Pool, no Participant or its employees shall bear any financial risk other than the agreed upon premium.

## SECTION 7

## **LENGTH OF AGREEMENT AND TERMINATION**

Pursuant to Minn. Stat. 471.59, Subd. 4, but subject to the provisions herein relating to Participant withdrawal, this Agreement shall be ongoing.

### **SECTION 8**

#### **LIABILITY OF PARTIES**

Any Participant to this Agreement holds the Board and its employees and its designees, and the SC and its board, employees and designees, harmless from any and all causes of action arising at law or in equity unless such action shall arise from its or their gross negligence and is permitted, after application of all doctrines and statutes respecting immunity, by applicable law. The parties agree to waive any rights to litigation from any dispute arising out of this Agreement unless such action is the result of intentional wrongdoing. All benefits hereunder are the sole responsibility of the Provider(s) and the Participants, and shall not be the responsibility of the Board or the SC.

### **SECTION 9**

#### **AGREEMENT BY PARTICIPATION**

Any governmental unit, and any nonprofit or non-governmental entity, which participates in any of the Group Employee Benefits or Other Financial and Risk Management Services and remits premium and/or contract charges in accordance with this Agreement, shall be deemed to have approved this Agreement and, in the case of an eligible governmental unit, to have executed this Agreement by its duly authorized officers, and shall be bound by the terms and conditions of this Agreement to the same extent as if such formal approval had been obtained and such execution had occurred.

### **SECTION 10**

#### **SOLICITATION OF BIDS**

Notwithstanding anything in the Joint Powers Agreement to the contrary, the following amendments and additions, consistent with changes made by the Minnesota State Legislature in 2006, shall become part of the Joint Powers Agreement.

1. All members of Service Cooperative Health Insurance Pools may solicit bids and other information from competing sources of health coverage at any time other than within the five months prior to the end of the Carrier Contract.
2. Should a member of the Health Insurance Pool solicit bids pursuant to #1 above, the Service Cooperative will not impose a fine or other penalty against the member for soliciting a bid or other information during the allowed period. Should a member leave the Service Cooperative Health Insurance Pool and obtain health insurance coverage elsewhere, the Service Cooperative may prohibit member from participating in Service Cooperative coverage for a period of up to one year.

3. The Service Cooperative shall provide each member with that entity's monthly claims data notwithstanding the provisions of Minn. Stat. 13.203.

Pursuant to all applicable state and federal laws, this Agreement has been approved by the governing boards of the parties and is signed by the duly authorized officers of the parties.

PARTICIPANT MEMBER

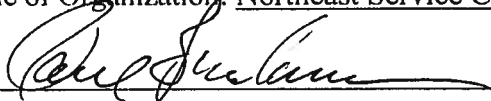
Name of Organization: City of Mountain Iron

Title \_\_\_\_\_

Date \_\_\_\_\_

SERVICE COOPERATIVE

Name of Organization: Northeast Service Cooperative

By  \_\_\_\_\_

Title Executive Director

Date 12/22/2015

COMMUNICATIONS  
JANUARY 4, 2016

1. Northeast Service Cooperative, a notice accepting nominations to fill one vacant position representing City, County and Other Government Agency membership.
2. Mountain Iron-Buhl High School Class of 2016, a request for the contribution to their All Night Grad Party.
3. Mediacom, forwarding a notice of rate adjustments.
4. Tri-Cities Biosolids Disposal Authority, requesting payment of the first quarter 2016 appropriation in the amount of \$6,132.00.
5. Biosolids Disposal Site Authority, requesting the annual appropriation in the amount of \$5,940.02.



**Northeast Service Cooperative  
2015 Appointment Calendar CCOGA**

2015: One (1) Positions for Fall Election

**For Appointment:**

One (1) 3-year-term to run February 25, 2016 through December 31, 2018 – (3 years)

To fill the positions of City, County and Other Government Agency Representatives  
currently held by:

Arlene Tucker, City of Hermantown, retired

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Wednesday, December 16, 2015 – REGULAR BOARD MEETING – 5 p.m.  
Approve the CCOGA appointment timeline

Friday, December 18, 2015 – Call for Nominations for Appointment

Friday, January 22, 2016 – Nominations Close, Due: 1 p.m.

January 27, 2016 – REORGANIZATION MEETING – 5 p.m.  
4 p.m. Evaluation Committee  
5 p.m. Board Appoints

Wednesday, February 24, 2016 – REGULAR BOARD MEETING – 5 p.m.  
New Representative Seated

**Application for  
City/County/Other Government Agency (CCOGA)  
Northeast Service Cooperative Board of Directors  
Page 1 of 3**

From: Paul Brinkman  
Executive Director  
Northeast Service Cooperative

The Northeast Service Cooperative Board of Directors is accepting nominations to fill one vacant position representing City, County and Other Government Agency membership. The appointment will be for a 3-year-term which will run from February 25, 2016 through December 31, 2018. This position will be filled by appointment, selected from the nominations submitted by the City, County, and Other Government Agency membership at the Board meeting scheduled for January 27, 2016.

The NESC Board consists of six school board members; two school district Superintendents who serve as ex-officio members; and one appointed representative from non-school district membership. There is one regular board meeting per month and other meetings as needed to conduct the business of the Northeast Service Cooperative. Board members are reimbursed for mileage and receive a stipend for attendance at meetings. Most board meetings are held at the Northeast Service Cooperative offices in Mt. Iron.

A Nomination Application, current listing of the Northeast Service Cooperative Board of Directors and CCOGA Appointment Calendar is enclosed.

Nominations may be returned to Melissa Cox:

**Email:** [mcox@nesc.k12.mn.us](mailto:mcox@nesc.k12.mn.us)

**Mail:**

5525 Emerald Avenue

Mountain Iron, MN 55768

**Faxed:** 218-741-1719 to the Northeast Service Cooperative office.

Please note that your agency may have received more than one solicitation for this nomination. However, only one nomination per agency will be accepted.

**Deadline for Nominations:** 1 p.m. Friday, January 22, 2016.

For questions, please contact Melissa Cox at 218-748-7609 or [mcox@nesc.k12.mn.us](mailto:mcox@nesc.k12.mn.us) or Paul Brinkman at [paulbr@nesc.k12.mn.us](mailto:paulbr@nesc.k12.mn.us) at 218-749-9259. *(Please note: Melissa will be out of the office from Dec. 21 to Jan. 4. Paul will be available during that time).*

**Application for  
City/County/Other Government Agency (CCOGA)  
Northeast Service Cooperative Board of Directors  
Page 2 of 3**

**About the Member:**

Nominating Member (the governing entity): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Member is a (please check appropriate response):

- City
- Community Action Program
- County
- Health Care Provider
- Housing & Redevelopment Authority
- Public Utility or Sanitation District
- Township
- Other, please describe: \_\_\_\_\_

**About the Nominee:**

Nominee (the candidate for appointment): \_\_\_\_\_

Address of Nominee: \_\_\_\_\_

\_\_\_\_\_

Nominee serves as a(n) (please check appropriate response):

- Elected Official
- Community appointee/commissioner (not county)/liaison/member
- Retiree
- Staff
- Other, please describe: \_\_\_\_\_

**Statement of Interest:**

*Please provide the board with a statement of your background and your interest in serving as an appointee to the NESC board of directors (Also, enclose a resume).*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For questions, please contact Melissa Cox at 218-748-7609 or [mcox@nesc.k12.mn.us](mailto:mcox@nesc.k12.mn.us) or Paul Brinkman at [paulb@nesc.k12.mn.us](mailto:paulb@nesc.k12.mn.us) at 218-749-9259. *(Please note: Melissa will be out of the office from Dec. 21 to Jan. 4. Paul will be available during that time).*

**Application for  
City/County/Other Government Agency (CCOGA)  
Northeast Service Cooperative Board of Directors  
Page 3 of 3**

Nominee Checklist (be sure to enclose the following):

- Application
- Minutes/resolution from member governing authority for this nomination
- Resume from Nominee

Term of Office:

Three years to fit the current board election cycle

Qualifications:

- Nomination must come from an Active Member
- Candidate must be formally nominated and approved by governing resolution/minutes
- Only one candidate can be nominated per active member
- Candidate must complete nomination form, include board resolution or minutes, and provide a professional resume

Criteria for Selection:

According to M.S. 123A.21, the “majority of the members of the SC board of directors shall be current members of school boards of participating public school districts.” However, the statute allows that the “remaining board members may be representatives at large appointed by the board members or elected as representatives by other participating agencies, such as cities, counties, or other governmental units.”

In order to help assure regional representation, the NESC board of directors will fill a 3-year term through an appointment. The term for the newly appointed director shall begin in February 2016. Nominees must be fit the *qualifications* outlined above. Although the board retains its authority to fill this appointment in accordance with state statute, NESC, among other things, is seeking to address regional balance in member location, size/census, and scope of services.

Nomination Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Agency: \_\_\_\_\_ Email: \_\_\_\_\_

Nominations must be returned to Melissa Cox: **Email:** [mcox@nesc.k12.mn.us](mailto:mcox@nesc.k12.mn.us); **Mail:** 5525 Emerald Avenue, Mountain Iron, MN 55768; **Faxed:** 218-741-1719 by 1 p.m. January 22, 2016 to be considered.

For questions, please contact Melissa Cox at 218-748-7609 or [mcox@nesc.k12.mn.us](mailto:mcox@nesc.k12.mn.us) or Paul Brinkman at [paulb@nesc.k12.mn.us](mailto:paulb@nesc.k12.mn.us) at 218-749-9259. (Please note: Melissa will be out of the office from Dec. 21 to Jan. 4. Paul will be available during that time).

# **Mountain Iron-Buhl High School Class of 2016**

Dear Area Business or Organization:

As parents of the Mountain Iron-Buhl Class of 2016, we will be honoring our graduating seniors with...

## **The 29<sup>th</sup> ANNUAL ALL-NIGHT CHEMICAL FREE GRADUATION PARTY**

This provides our graduates with an alternative choice of celebration...

### **"A Chemical-free Graduation Party"**

The great success which we have achieved in the past has been made possible by your contributions. We again extend this invitation for you to participate in the rewarding project.

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

If you wish to make a tax deductible donation in the form of merchandise, gift certificates or monetary, please contact the person listed below. Monetary donations are used to purchase decorations, games, entertainment and prizes.

Thank you for helping us in making this a safe and memorable night for our Graduates! Your generosity will be greatly appreciated!

**The MI-B Class of 2016 appreciates your support!**

Please make checks payable to: MI-B All Night Grad Party

Mail donations to: Chloette Eddy

PO Box 8

Buhl, MN 55713

(218)290-0724

email: [ceddy311@gmail.com](mailto:ceddy311@gmail.com)



Theresa Sunde  
Government Relations Manager

Sent via certified mail

December 16, 2015

Dear Government Official

The purpose of this letter is to inform you that effective on or about January 18, 2016, Mediacom will be implementing the following rate adjustments impacting our video customers:<sup>1</sup>

| Product:                                       | Old Rate:     | New Rate:     | Net Change:   |
|--|---------------|---------------|---------------|
| Local Broadcast Channel Surcharge <sup>2</sup> | <b>\$3.31</b> | <b>\$6.10</b> | <b>\$2.79</b> |
| Regional Sports Surcharge <sup>3</sup>         | <b>\$2.84</b> | <b>2.97</b>   | <b>0.13</b>   |

The decision to make price adjustments is always a difficult one. However, cable and satellite companies are constantly being pressured by the content companies we buy from to pay more for the channels that we carry.

Over the last decade, the most aggressive channel owners when it comes to price increases are the local broadcast stations like ABC, CBS, FOX and NBC. In fact, a recent industry analyst report indicates that broadcast station owners have increased the fees they charge to cable and satellite companies by an astounding 40% during each of the last 3 years.

Many of the channels that carry live sports have also been very aggressive in their pricing practices. In recent years, professional teams and college conferences are raking in huge amounts of money by selling off their TV rights to a growing number of national and regional sports networks. As the games spread out over more channels, the cost of delivering sports content continues to rise.

In order to bring more transparency to the massive fee increases being taken by local broadcast stations and sports networks, Mediacom instituted both a Local Broadcast

<sup>1</sup> Depending on the terms of their contract, certain customers on promotional rates may or may not receive this rate change at this time.

<sup>2</sup> In some customer communications the Local Broadcast Channel Surcharge is referred to as the Local Broadcast Station Surcharge.

<sup>3</sup> The Regional Sports Surcharge does not apply to customers that only subscribe to the Local Plus TV tier, as there are no regional sports networks carried in that level of service.

Channel Surcharge and a Regional Sports Surcharge over the last several years. The Local Broadcast Channel Surcharge was previously equal to the fee increases that the local broadcast stations in your market have demanded we pay to them since the start of 2012, but now represents the entire cost of all the local broadcast channels Mediacom carries in your market. The Regional Sports Surcharge is equal to the increases that regional and certain other sports networks in your market have demanded we pay to them since the start of 2011.

For over a decade, Mediacom has been aggressively pursuing legislative and regulatory reforms to rules governing our Nation's wholesale video marketplace. By providing specific information about the price increases being demanded by the local broadcast station owners and sports networks, we ultimately hope to draw the attention of consumers and their elected representatives to this rapidly escalating problem.

Despite the increasing wholesale cost pressures faced by our business, Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com).

Sincerely,

*Theresa Sunde*

Theresa Sunde  
Government Relations Manager

**Tri- Cities Biosolids Disposal Authority**  
**413 Pierce Street**  
**Eveleth, MN 55734**  
**218.742.4626**

**City of Eveleth**

**City of Gilbert**

**City of Mt. Iron**

December 29, 2015

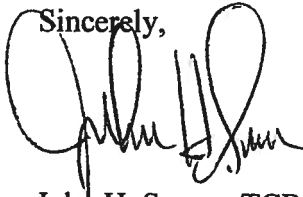
Honorable Mayor & City Council  
City of Mt. Iron  
City Hall  
Mt. Iron, MN 55768

Mayor and Councilors,

The City of Mt Iron's share of the 2016 Tri-Cities Biosolids Disposal Authority (TCBDA) budget is \$24,528.00.

The Tri-Cities Biosolids Disposal Authority requests payment for the First **Quarter 2016** appropriations in the amount of **\$6,132.00**

Thank You  
Sincerely,



John H. Seurer, TCBDA Sec/Treas

Copy: Tim Satrang



**Biosolids Disposal Site Authority**  
413 Pierce Street  
Eveleth, MN 55734  
218.742.4626

City of Eveleth

City of Gilbert

City of Virginia

City of Mt. Iron

December 28, 2015

Honorable Mayor and City Council  
City of Mt. Iron  
City Hall  
Mt. Iron, MN 55768

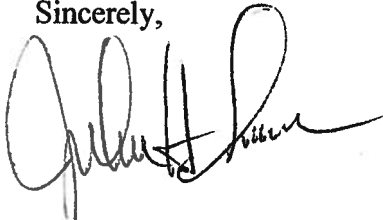
Mayor and Council,

The 2016 Biosolids Disposal Site Authority (BDSA) budget was set at \$35,400.00. By Ordinance, this budget is to be funded by an annual per capita fee from each member City. The annual per capita fee for financing the 2016 budget was set at \$ 2.07042.

The 2010 census for the City of Mt. Iron is 2,6869 persons. Mt. Iron's share of the BDSA 2016 budget is \$ 5,940.02.

The BDSA requests payment of the 2016 appropriation from the City of Mt. Iron in the amount of **\$5,940.02.**

Sincerely,



John H. Seurer, Sec/Tres for the BDSA

Copy: Tim Satrang