MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER

MOUNTAIN IRON ROOM

MONDAY, JANUARY 7, 2008 - 6:30 P.M. A G E N D A

I. Roll Call

- II. Consent Agenda
 - A. Minutes of the December 17, 2007, Regular Meeting (#1-17)
 - B. Communications
 - C. Receipts
 - D. Bills and Payroll
- III. Public Forum
 - A. Reorganization and Appointments
 - 1. Appoint Deputy Mayor (#18)
 - 2. Appoint City Attorney (#18)
 - 3. Appoint City Engineer (#18)
 - 4. Designate Official Newspaper (#18, #19)
 - 5. Set Days and Times for Regular City Council Meetings (#18)
 - 6. Designate Official Depositories (#18)
 - 7. Appointments to Boards and Commissions (#20, #21)
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. USS Lease (#22-35)
 - C. Director of Public Works Report
 - 1. Grader Tire Ouotes (#36-42)
 - 2. Tennis Courts (#43)
 - 3. Park Usage (#44)
 - D. Sheriff's Department Report (#45)
 - E. City Engineer's Report
 - 1. Payment Request No. 1-West Two Rivers Electrical Impr. (#46-56)
 - F. Public Safety and Health Board
 - 1. First Responders Paging/Radio (#57)
 - G. Personnel Committee
 - 1. Special Events Coordinator (#58)
 - H. Liaison Reports
- V. Unfinished Business
 - A. Tennis For All Scholarship Fund (#59-63)
- VI. New Business
 - A. Resolution 01-08 Amending QCJRA Board (#64-65)
 - B. Resolution 02-08 Calling a Public Hearing (#66-67)
 - C. Reschedule Next Regular Meeting (#68)
 - D. Communications
- VII. Open Discussion on City Business
- VIII. Announcements
- IX. Adjourn

MINUTES MOUNTAIN IRON CITY COUNCIL DECEMBER 17, 2007

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, 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;; Sam Aluni, City Attorney; and John Backman, Sergeant; Rod Flannigan, City Engineer.

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

- 1. Add the following items to the agenda:
 - II. D. Minutes of the November 27, 2007, Committee-of-the-Whole Meeting
 - IV. H. Planning and Zoning Commission
 - 1. Conditional Use Permit Michael Mitchell
 - VI. E. Payment Request Number 1, South Grove Warming House
 - F. Unoccupied Dwelling Solid Waste Fee
- 2. Approve the minutes of the December 3, 2007, City Council meeting as submitted.
- 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.
- 4. To acknowledge the receipts for the period December 1-15, 2007, totaling \$596,299.05, (a list is attached and made a part of these minutes).
- 5. To authorize the payments of the bills and payroll for the period December 1-15, 2007, totaling \$438,468.44, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Bob Prittinen, Virginia Tennis Coach, and Dave Gunderson, Tennis for All Facility, requested that the City Council contribute to a scholarship program for the Tennis for All Program. He advised the Council that the City of Virginia has a special fund set up with \$15,000 in it. They stated that the funds that the Mountain Iron City Council would contribute would go to students from the City of Mountain Iron.

The Mayor advised Mr. Prittinen and Mr. Gunderson that the City Council would consider a contribution to the Tennis for All Scholarship Program at their next regular meeting.

Also during the public forum, Allen Nelson was present and requested that the Council reconsider the increase in the building rental fees for the Northern Spur Dancers and the Country Western Stompers. He said that currently one group is using the Nichols Town Hall building with no rental fee and the Community Center building for \$25 per rental.

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It was moved by Skalko and seconded by Zupancich that the City grandfather in any group or organization that has used our facilities on a continual regular basis for no fee or reduced rate; and further, that they would be allowed to continue to use our facilities indefinitely at the no fee or the reduced rate. The new rates that were adopted on November 5, 2007, would be in effect for all new applications for use and if requesting the fee to be reduced or waived, the group or organization would have to submit a formal request to the City Council. The motion carried.

The Mayor updated the Council on the following:

- ➤ Iron Range Youth for Action Board. The Group is checking to see if there would be an interested Mountain Iron Student to serve on the City Council in an advisory position.
- > IRRRA Grants. He advised the Council that the City received the following two grants:
 - 1. \$300,000 for Enterprise Drive Northeast extension for water and sewer improvements.
 - 2. \$200,000 to assist with the infrastructure for a new housing development in the South Grove area.

The Council expressed gratitude to the City Administrator for writing the grants that were awarded to the City.

It was moved by Prebeg and seconded by Zupancich that the liquor and cigarette license applications for the period January 1, 2008 through December 31, 2008, be approved and issued to the following business establishment <u>pursuant to the approval</u>, where necessary, of the Liquor Control Commission and pursuant to the payment of all outstanding license fees and utility charges:

Sundberg Enterprises, LLC DBA: Sawmill Saloon & Restaurant 5478 Mountain Iron Drive Virginia (Mountain Iron), MN 55792

Off-Sale Intoxicating Liquor On-Sale Intoxicating Liquor Sunday On-Sale Intoxicating Liquor Cigarette

The motion carried.

It was moved by Zupancich and seconded by Stanaway to approve the amendment to Surface Lease 13304 for the northwest corner of Highway 53 and Old Highway 169, (a copy is attached and made a part of these minutes) and authorize payment of the lease amount of \$156.00. The motion carried unanimously on a roll call vote.

The City Administrator reported on the following:

➤ U. S. Steel. He advised the Council that USS was pumping at the West II Reservoir, it was a 30-day test pump to test their ground pipe and they are done pumping for now. He also said that they may be pumping again in the future depending upon the amount of moisture to replenish their stock.

➤ Chain of Command. The City Administrator reminded the Council to work through the Chain of Command so they could continue to be effective Managers of the City with the present reduction in management staff.

It was moved by Roskoski and seconded by Zupancich to direct City Staff to publish three more advertisements per week for the vacant Board and Commission positions, with the information for how people where to apply for applications with the deadline of December 28, 2007. After further discussion, Roskoski amended the motion to have two more advertisements published and Zupancich seconded the amendment. The motion carried.

It was moved by Prebeg and seconded by Zupancich to accept the recommendation of the Utility Advisory Board and adopt the 2008 Enterprise Fund budgets, (copies are attached and made a part of these minutes). The motion carried.

It was moved by Skalko and seconded by Stanaway to direct City Staff to publish a display advertisement, one time, in the Mesabi Daily News advising the Mountain Iron residents about Minnesota Statute 160.27 prohibiting plowing, blowing, shoveling or otherwise placing of snow from sidewalks, driveways and parking lots onto public roadways. The motion carried with Roskoski voting no.

The Council reviewed the Sheriff's Department report for November 2007.

It was moved by Roskoski and seconded by Skalko to direct the Sergeant to place appropriate advertisements in the Mesabi Daily News to remind the residents of Mountain Iron about Calendar Parking and how it works. The motion carried unanimously on a roll call vote.

Allen Nelson spoke to the Council and Sheriff Sergeant regarding the snowmobiles speeding down the roadways in the Parkville area. The Council requested the Sheriff's Department to review the situation. The Sergeant said that they would increase the patrol in the area and he would advise the Conservation Officers of the situation. He also said that they would be having a snowmobile patroling in town soon.

The following items were discussed during the Liaison Reports:

- ➤ Library. The City Attorney advised the Council that the "Friends of the Library" had been set up and was just waiting for signatures.
- Personnel Committee. Councilor Prebeg advised the Council that Foreman position would remain a salary position. He said that the Personnel Committee was presently reviewing the applications and revising the required training for the position and the compensation package. He said that the interview process would begin soon.
- Personnel Committee. Councilor Prebeg said that the Committee had discussed the salary increase for the Zoning Administrator and made a recommendation on that.
- Personnel Committee. Councilor Prebeg said that there was an inquiry by Councilor Roskoski as to whether management staff had been staffing the facility appropriately. Councilor Prebeg said that the Committee discussed the situation

and being that the management staff had gone from five to three employees, this has become increasingly difficult. He advised the Council that there really was no problem because all of the management personnel have City cellular phones and could be reached on the cellular phone if an emergency situation arises.

It was moved by Zupancich and seconded by Prebeg to accept the recommendation of the Planning and Zoning Commission and authorize the Conditional Use Permit for Michael Mitchell at 5712 Mineral Avenue, Mountain Iron, Parcel Code 175-0020-00410, to construct a landing and steps on a single family dwelling that would not meet the setback requirements of the Zoning Ordinance. The motion carried.

It was moved by Roskoski and seconded by Zupancich to adopt Resolution Number 55-07, guaranteeing the local share of construction costs and on going maintenance, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Stanaway to adopt Resolution Number 56-07, establishing a Mountain Iron Cable Commission, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Zupancich to accept the recommendation of the Personnel Committee and authorize a pay increase for the Zoning Administrator to \$400 per month contingent on the Zoning Administrator receiving his certification; and further, that the effective date of the increase would be the month following his certification. The motion carried on the following roll call vote: Roskoski, no; Prebeg, yes; Zupancich, yes; Stanaway, yes; and Skalko, yes.

It was moved by Skalko and seconded by Prebeg to direct City Staff to review and research to see if our current residential and commercial building permit fees are in line with other cities with the region and state and make a recommendation back to the City Council. The motion carried.

It was moved by Zupancich and Prebeg to authorize payment request number one to H. G. Harvey Constructors Incorporated for the South Grove Warming House project in the amount of \$23,513.00. The motion carried unanimously on a roll call vote.

It was moved by Roskoski to direct City Staff to prepare a necessary policy, if necessary, with the correct language to reflect that the Saint Louis County solid waste fee would not be collected from owners of unoccupied dwellings and this policy would be presented to the Council at the January 7, 2008, meeting. The **motion died** for lack of second.

The Mayor requested that the Council Member provide additional information on any agenda items then they are added to the agenda at beginning of the meeting.

During the open discussion, the following items were discussed:

£ 1 .

➤ City purchases. Councilor Roskoski questioned whether the City obtained quotes for the purchase of tires. The Director of Public Works advised

Councilor Roskoski that the City Mechanic did obtain quotes for the tires that were purchased.

➤ Sale of City Equipment. Councilor Roskoski said that he noticed an advertisement in the newspaper for the City of Babbitt regarding the sale of equipment with the mileage on it at 168,000. He said that our City disposes of equipment too soon, that there are many useful years remaining on some of the equipment that we have sold.

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

Submitted by:

Gill M. Forseen, CMC/MMCA Municipal Services Secretary

Jiu M. Forsen

www.mtniron.com

Receipt Register By Date Receipt Date(s): 12/01/2007 - 12/15/2007

Page: 27 Dec 17, 2007 03:07pm

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	105,806.01
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	850.00
BUILDING RENTALS	COMMUNITY CENTER	650.00
FINES	CRIMINAL	1,308.94
LICENSES	LIQUOR	1,860.00
LICENSES	CIGARETTE	100.00
CD INTEREST	CD INTEREST 101	1,104.92
CD INTEREST	CD INTEREST 378	546.62
CD INTEREST	CD INTEREST 602	134.24
CD INTEREST	CD INTEREST 603	163.02
CD INTEREST	CD INTEREST 604	9.66
MISCELLANEOUS	REIMBURSEMENTS	1,539.54
CD INTEREST	CD INTEREST 301	562.21
METER DEPOSITS	ELECTRIC	950.00
TAXES	TAX LEVY	343,258.03
TAXES	TAXES RECEIVABLE-DELINQUENT	3,047.40
TAXES	MISCELLANEOUS TAXES	9,178.83
TAXES	PENALTIES & INTEREST	196.48
TAXES	PENALTIES & INTEREST-378 FUND	193.10
TAXES	SPEC. ASSESSPEN/INT-FUND 301	.13
TAXES	SPECIAL ASSESSMENTS-CURRENT	1,504.47
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	17,308.12
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	291.63
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	635,46
TAXES	TIF #1-INCREMENT COLLECTED	28,994.73
TAXES	TIF #2-INCREMENT COLLECTED	6,545.84
TAXES	TIF #3-INCREMENT COLLECTED	1,862.58
TAXES	TIF #7-INCREMENT COLLECTED	14,270.71
TAXES	TIF #9-INCREMENT COLLECTED	3,787.53
TAXES	TIF #10-INCREMENT COLLECTED	336.17
TAXES	TIF #11-INCREMENT COLLECTED	6,074.51
TAXES	TIF #13 INCREMENT COLLECTED	1,443.14
TAXES	BOND LEVY	32,210.94
TAXES	TIF #8-INCREMENT COLLECTED	8,050.39
BUILDING RENTALS	NICHOLS HALL	225.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	281.92
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	781.78
PERMITS	CONDITIONAL USE	150.00
LICENSES	ANIMAL	5.00
BUILDING RENTALS	SENIOR CENTER	40.00
METER DEPOSITS	WATER	40.00
Summary Totals:		596,299.05

Check Register - Summary Report GL Posting Period(s): 12/07 - 12/07 Check Issue Date(s): 12/08/2007 - 12/22/2007 Page: 1 Jan 02, 2008 12:40pm

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount	
12/07	12/13/2007	135820	130011	VOID - MOUNTAIN IRON POSTMASTER	602-20200	.00 M	
12/07	12/13/2007	135821	130011	MOUNTAIN IRON POSTMASTER	603-20200	331.56	
12/07	12/21/2007	135822	10008	AIRGAS NORTH CENTRAL	101-20200	170.15	
12/07	12/21/2007	135823	401	ALAN MATTILA	101-20200	30.00	
12/07	12/21/2007	135824	130017	AMERICAN BANK	101-20200	546.47	
12/07	12/21/2007	135825	10006	ANDERSON AUTO CENTER	101-20200	2,435.66	
12/07	12/21/2007	135826	10041	ARROWHEAD EMS ASSOCIATION	101-20200	75.00	
12/07	12/21/2007	135827	1235	BEAR COUNTRY REALTY	602-20200	194.78	
12/07	12/21/2007	135828	20022	BENCHMARK ENGINEERING INC	101-20200	17,676.10	
12/07	12/21/2007	135829	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	3,846.26	
12/07	12/21/2007	135830	20049	BOUND TREE MEDICAL	101-20200	5,061.25	
12/07	12/21/2007	135831	20008	BREHM GROUP INC	101-20200	395.25	
12/07	12/21/2007	135832	30061	CELLULARONE	101-20200	605.55	
12/07	12/21/2007	135833	30068	CHAD, GREG	101-20200	10.00	
12/07	12/21/2007	135834	1214		101-20200	100.00	
12/07	12/21/2007	135835	220003	CITY OF VIRGINIA	101-20200	300.00	
12/07	12/21/2007	135836	30071	COMMERCIAL MAINTENANCE	602-20200	119.16	
				COMO LUBE & SUPPLIES INC	101-20200	85.65	
12/07	12/21/2007	135837	30026		101-20200	85.65 1,718.99	
12/07	12/21/2007	135838	30053	CONSOLIDATED TRADING COMPANY COUNTRY STOMPERS DANCE CLUB			
12/07	12/21/2007	135839	1206		101-20200	100.00 90.00	
12/07	12/21/2007	135840	30059	CVAR, THOMAS	101-20200		
12/07	12/21/2007	135841	1208	DEBRA KAIVOLA	101-20200	50.00	
12/07	12/21/2007	135842	1232	DESIREE SARKELA	604-20200	284.49	
12/07	12/21/2007	135843	500012	ERA LABORATORIES INC	601-20200	491.05	
12/07	12/21/2007	135844	60026	FASTENAL COMPANY	602-20200	254.85	
12/07	12/21/2007	135845	60006	FISHER PRINTING	601-20200	1,001.10	
12/07	12/21/2007	135846	60038	FLEET SERVICES	101-20200	3,205,77	
12/07	12/21/2007	135847	1212	GAIL PETERSON	101-20200	100.00	
12/07	12/21/2007	135848	70029	GUARDIAN PEST CONTROL INC	101-20200	65.76	
12/07	12/21/2007	135849	70009	GULBRANSON EXCAVATING CO	604-20200	2,569.50	
12/07	12/21/2007	135850	140013	HD WATERWORKS SUPPLY	601-20200	392.01	
12/07	12/21/2007	135851	80004	HEISEL BROS PLUMBING	101-20200	166.03	
12/07	12/21/2007	135852	80005	HIGGINS INDUSTRIAL SUPPLY	101-20200	2,075.95	
12/07	12/21/2007	135853	80001	HILLYARD/HUTCHINSON	101-20200	368.98	
12/07	12/21/2007	135854	90007	INDUSTRIAL LUBRICANT COMPANY	101-20200	933.25	
12/07	12/21/2007	135855	1233	JASON OR AMANDA SLATTERY	604-20200	177.77	
12/07	12/21/2007	135856	190025	JUDY SEURER	101-20200	50.00	
12/07	12/21/2007	135857	120006	L & M SUPPLY	101-20200	1,549.05	
12/07	12/21/2007	135858	120016	LANYK ELECTRIC	301-20200	28,322.00	
12/07	12/21/2007	135859	120003	LEAGUE OF MINNESOTA CITIES	604-20200	85,056.00	
12/07	12/21/2007	135860	120005	LEAGUE OF MN CITIES INS TRUST	101-20200	3,079.00	
12/07	12/21/2007	135861	120039	LEEF SERVICES	101-20200	42.60	
12/07	12/21/2007	135862	130030	MACQUEEN EQUIPMENT	603-20200	2,568.71	
12/07	12/21/2007	135863	1230	MARIANNE NANTI	101-20200	100.00	
12/07	12/21/2007	135864	130137	MATTSON, MATT	101-20200	70.00	
12/07	12/21/2007	135865	130004	MESABI DAILY NEWS	101-20200	988.83	
12/07	12/21/2007	135866	130006	MESABI HUMANE SOCIETY	101-20200	1,000.00	
12/07	12/21/2007	135867	130093	MESABI RANGE COLLEGE	101-20200	645.00	
12/07	12/21/2007	135868		MINNESOTA ENERGY RESOURCES	601-20200	5,155.54	
12/07	12/21/2007	135869		MN STATE FIRE CHIEFS ASSOC	101-20200	200.00	
12/07	12/21/2007	135870		MOUNTAIN IRON ECONOMIC DEV		71,365.60	
12/07	12/21/2007	135871		MOUNTAIN IRON FIREMEN'S RELIEF	101-20200	14,881.00	
12/07	12/21/2007	135872		MOUNTAIN IRON PUBLIC UTILITIES		15,870.28	
1 <i>2/</i> 07	12/21/2007	135873		NICHOLS REED	604-20200	93.40	
		135874		NORTHERN ENGINE & SUPPLY INC	101-20200	290.62	
12/07	12/21/2007			ONE CALL CONCEPTS INC	604-20200	37.70	
12/07	12/21/2007	135875					
12/07	12/21/2007	135876	1211	OPERATING ENGINEERS LOCAL 49	101-20200	100.00	

CITY OF MOUNTAIN IRON

Check Register - Summary Report GL Posting Period(s): 12/07 - 12/07 Check Issue Date(s): 12/08/2007 - 12/22/2007 Page: 2 Jan 02, 2008 12:40pm

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/07	12/21/2007	135877	1210	PAT MEINZER/MAGIC BAR	101-20200	100.00
12/07	12/21/2007	135878	160049	PEARSON, CONNIE	101-20200	10.00
12/07	12/21/2007	135879	160002	PETTY CASH FUND	603-20200	120.60
12/07	12/21/2007	135880	160023	POHAKI LUMBER	101-20200	655.36
12/07	12/21/2007	135881	160052	PONTINEN, STACEY	101-20200	50.00
12/07	12/21/2007	135882	160041	PRO AIR CONVEYING	602-20200	3,452.73
12/07	12/21/2007	135883	170001	QWEST	602-20200	505.34
12/07	12/21/2007	135884	180060	RADOTICH INC	101-20200	160.00
12/07	12/21/2007	135885	180001	RANGE PAPER	602-20200	93.67
12/07	12/21/2007	135885	180012	RESCO	604-20200	11,527.56
12/07	12/21/2007	135887	180045	RESERVE ACCOUNT	101-20200	750.00
12/07	12/21/2007	135888	180029	RGGS LAND & MINERALS, LTD., LP	101-20200	156.00
12/07	12/21/2007	135889	1231	ROBERT SCHMIDT	604-20200	170.94
12/07	12/21/2007	135890	180053	RUSSO CONSULTING	101-20200	640.00
12/07	12/21/2007	135891	160051	RYAN PONTINEN	101-20200	20.00
12/07	12/21/2007	135892	190001	SEARS COMMERCIAL CREDIT	101-20200	840.17
12/07	12/21/2007	135893	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	35,000.00
12/07	12/21/2007	135894	190077	ST PAUL STAMP WORKS INC	101-20200	84.72
12/07	12/21/2007	135895	190078	STACK BROS.	101-20200	1,717.17
12/07	12/21/2007	135896	1209	SUE CERKVENIK	101-20200	50.00
12/07	12/21/2007	135897	200020	THE TRENTI LAW FIRM	101-20200	5,543.76
12/07	12/21/2007	135898	200036	TRITEC OF MINNESOTA INC	101-20200	29.82
12/07	12/21/2007	135899	210001	UNITED ELECTRIC COMPANY	604-20200	17,451.02
12/07	12/21/2007	135900	220014	VIKING INDUSTRIAL NORTH	101-20200	191.77
12/07	12/21/2007	135901	1207	VIRGINIA SWIM BOOSTERS	101-20200	100.00
12/07	12/21/2007	135902	220020	VISA OR AMERICAN BANK CC PMT	101-20200	6,810.18
12/07	12/21/2007	135903	230034	WEST, DEVIN	101-20200	210.00
12/07	12/21/2007	135904	230028	WISCONSIN ENERGY CONSERVATION	604-20200	385.25
12/07	12/21/2007	135905	260005	ZEP MANUFACTURING COMPANY	101-20200	143.82
T	otals:					364,463.55
				Payroll-PP Ending 12/14/07	63	,766.82
				Electronic TransSales Tax	10	,238.07
				TOTAL EXPENDITURES	\$438	,468.44

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,
 2008.
- 2. The annual rental fee for this extended time period shall be increased to \$156.00, 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, 2008.

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.

By: Gordy Oil Company, a Texas corporation

Its: General Partner

By: Russell D. Gordy, President

Dated: 1/26/57

Dated: 12/17/67

CITY OF MOUNTAIN IRON 2007 BUDGET WATER DEPARTMENT

	2005	2006	2007	2007	2008	
	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET	%
Interest Earnings §	3,365.00	\$ 7,726.00	\$ 3,090.00	\$ 3,487.00	\$ 6,000.00	94%
Other §	\$ 46,381.00	\$ 67,328.00	\$ 66,233.00	\$ 33,118.00	\$ 87,379.00	32%
Charges for Services §	\$ 244,059.00	\$ 228,882.00	\$ 249,260.00	\$ 173,187.00	\$ 250,000.00	%0
	\$ 293,805.00	\$ 303,936.00	\$ 318,583.00	\$ 209,792.00	\$ 209,792.00 \$ 343,379.00	%8
EXPENDITURES						
Salaries	\$ 61,670.00	\$ 75,499.00	\$ 66,950.00	\$ 57,367.00	\$ 72,000.00	8%
Employee Benefits §	\$ 22,172.00	\$ 28,696.00	\$ 22,660.00	\$ 20,564.00	\$ 28,000.00	24%
Insurance	\$ 5,933.00	\$ 3,615.00	\$ 5,150.00	\$ 6,872.00	\$ 8,000.00	25%
Miscellaneous	\$ 22,492.00	\$ 8,740.00	\$ 20,000.00	\$ 7,784.00	\$ 10,000.00	-50%
Repairs and Maintenance	\$ 17,661.00	\$ 45,633.00	\$ 25,000.00	\$ 13,965.00	\$ 25,000.00	%0
Supplies §	\$ 7,275.00	\$ 9,076.00	\$ 6,180.00	\$ 5,284.00	\$ 6,200.00	%0
Telephone	\$ 346.00	\$ 236.00	\$ 361.00	\$ 235.00	\$ 350.00	-3%
Utilities	\$ 27,530.00	\$ 28,328.00	\$ 25,750.00	\$ 19,963.00	\$ 28,000.00	%6
Depreciation	\$ 79,046.00	\$ 73,000.00	\$ 75,190.00	\$ 56,392.00	\$ 77,000.00	2%
Debt Service	\$ 18,379.00	\$ 85,908.00	\$ 85,742.00	\$ 27,871.00	\$ 101,559.00	18%
Capital Outlay	\$ 19,019.00	\$ 1,856.00	∽	·	· ·	%0
TOTAL EXPENDITURES	\$ 281,523.00	\$ 360,587.00	\$ 360,587.00 \$ 332,983.00 \$ 216,297.00 \$ 356,109.00	\$ 216,297.00	\$ 356,109.00	70%

CITY OF MOUNTAIN IRON 2007 BUDGET WASTE WATER DEPARTMENT

		2005		2006		2007		2007		2008	
REVENUES	7	ACTUAL		ACTUAL		BUDGET		YTD		BUDGET	%
Interest Earnings	643	1,572.00	69	3,886.00	₩	2,000.00	S	4,683.00	↔	5,000.00	150%
Other	€4	86,602.00	6∕?	ŧ	€	1	6/9	1	60	ŧ	%0
Charges for Services \$	↔	267,620.00	↔	284,469.00	6∕9	325,000.00	∽	228,680.00	69	\$ 305,000.00	%9-
TOTAL REVENUES	€9	\$ 355,794.00	€>	288,355.00	60	327,000.00	∞	233,363.00	€>	310,000.00	-5%
EXPENDITURES											
Salaries	60	70,285.00	69	61,854.00	6/9	69,010.00	€9	45,034.00	6∕)	70,000.00	1%
Employee Benefits	∽	25,941.00	↔	19,678.00	∽	25,750.00	↔	16,654.00	69	24,000.00	-7%
Contract Services	∽	25,844.00	€	24,338.00	€	26,780.00	6/3	27,053.00	€9	27,405.00	2%
Insurance	€⁄-)	4,145.00	€	5,909.00	6	3,090.00	649	4,315.00	6	6,500.00	110%
Miscellaneous	↔	34,226.00	↔	14,240.00	€	15,450.00	6∕9	11,389.00	5/ 3	16,000.00	4%
Maintenance and Repairs	↔	7,511.00	€9	42,425.00	↔	7,725.00	↔	7,699.00	€	10,000.00	29%
Supplies	છ	15,090.00	€∕Э	14,804.00	↔	15,450.00	€	8,350.00	64)	15,000.00	-3%
Telephone	⊘	2,365.00	↔	2,654.00	69	2,575.00	6∕3	1,919.00	69	2,600.00	%
Utilities	↔	72,058.00	↔	66,286.00	6/ 3	53,560.00	↔	47,721.00	€⁄>	65,000.00	21%
Depreciation	↔	103,293.00	6/3	113,000.00	S	116,390.00	∽	87,292.00	₩	118,000.00	1%
Capital Outlay	€	29,892.00	₩	ı	↔	1	€4)	26,156.00			#####
TOTAL EXPENDITURES	€9	\$ 390,650.00	6∕9	365,188.00	6∕)	335,780.00	69	283,582.00	643	\$ 354,505.00	%9

REFUSE AND RECYCYLING DEPARTMENT CITY OF MOUNTAIN IRON 2007 BUDGET

	2005	2006	2007	2007	2008	
REVENUES	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET	%
Interest Earnings	\$ 11,282.00	\$ 10,399.00	\$ 10,300.00	\$ 9,260.00	\$ 11,000.00	7%
Transfers In	ı		÷	i 60	€⁄9	%0
Charges for Services	\$ 360,592.00	\$ 340,833.00	\$ 345,050.00	\$ 256,620.00	\$ 350,000.00	1%
TOTAL REVENUES	\$ 371,874.00	\$ 351,232.00	\$ 355,350.00	\$ 265,880.00	\$ 361,000.00	2%
EXPENDITURES						
Salaries	\$ 101,137.00	\$ 90,755.00	\$ 108,150.00	\$ 67,765.00	\$ 92,000.00	-15%
Employee Benefits	\$ 54,842.00	\$ 45,398.00	\$ 53,560.00	\$ 31,823.00	\$ 55,000.00	3%
Insurance	\$ 7,885.00	\$ 1,629.00	\$ 8,240.00	\$ 8,156.00	\$ 10,000.00	21%
Miscellaneaous	\$ 17,040.00	\$ 13,278.00	\$ 13,300.00	\$ 10,128.00	\$ 13,000.00	-2%
Repairs and Maintenance	\$ 21,067.00	\$ 6,158.00	\$ 12,450.00	\$ 4,992.00	\$ 10,000.00	-20%
County Fees	\$ 133,396.00	\$ 129,665.00	\$ 139,050.00	\$ 92,595.00	\$ 135,000.00	-3%
Supplies	\$ 24,563.00	\$ 22,690.00	\$ 19,570.00	\$ 14,346.00	\$ 20,000.00	2%
Depreciation	\$ 19,757.00	\$ 20,500.00	\$ 21,115.00	\$ 15,836.00	\$ 23,000.00	%6
Telephone	\$ 680.00	\$ 977.00	\$ 618.00	\$ 793.00	\$ 1,000.00	62%
Capital Outlay	٠	\$ 81,665.00	•^	\$ 15,267.00	•	%0
TOTAL EVDENINITHIDES	00 270 00 a	0.0 212 715 00	00 030 700 6			165

5%

\$ 380,367.00 \$ 412,715.00 \$ 376,053.00 \$ 261,701.00 \$ 359,000.00

Capital Outlay
TOTAL EXPENDITURES

CITY OF MOUNTAIN IRON 2007 BUDGET ELECTRIC DEPARTMENT

; ;		2005		2006		2007		2007		2008	,
REVENUES		ACTUAL		ACTUAL		BUDGET		YTD	M	3UDGET	0%
Interest Earnings	જ	5,740.00	60	12,421.00	S	8,000.00	S	8,735.00	S	11,000.00	38%
Other	ۥ>	79,500.00	↔	ı	64	1	6 ∕3	ŧ	6/3	1	%0
Charges for Services	€	1,483,895.00	60	1,352,205.00	↔	1,352,205.00 \$ 1,486,000.00	60	\$ 1,181,750.00	\$ 1,5	\$ 1,525,000.00	3%
TOTAL REVENUES	∽	1,569,135.00	69	\$ 1,364,626.00 \$ 1,494,000.00	∽	1,494,000.00	, we ,	1,190,485.00	\$ 1,5	\$ 1,536,000.00	3%

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Cost of Sales	↔	891,831.00	S	915,715.00	6/ 3	901,250.00	6 5	748,369.00	6 43	00.000,066	10%
Salaries	€	189,385.00	€	219,006.00	€	206,000.00	↔	170,033.00	⊘	226,000.00	10%
Employee Benefits	↔	89,254.00	69	87,508.00	€4	92,700.00	S	71,608.00	69	95,000.00	2%
Insurance	€	16,260.00	69	7,260.00	↔	15,450.00	S	14,728.00	6∕9	20,000.00	29%
Miscellaneous	€9	23,419.00	↔	39,601.00	↔	40,000.00	69	17,107.00	⊘	30,000.00	-25%
Repairs and Maintenance	64	58,059.00	6/)	75,881.00	↔	41,200.00	6	47,282.00	6/3	60,000.00	46%
Supplies	↔	33,699.00	↔	46,955.00	∽	30,000.00	69	15,989.00	€	35,000.00	17%
Telephone	₩	3,917.00	69	2,998.00	⊕	4,635.00	↔	2,202.00	ۥ>	3,000.00	-35%
Depreciation Expense	↔	32,375.00	€	40,000.00	ۥ	41,200.00	6 €	30,900.00	6/ 3	43,000.00	4%
Interest Expense	6∕ 3	395.00	↔	983.00	€	515.00	€	1,014.00	ℹ	1,200.00	133%
Debt Service	€?	8,334.00	↔	8,450.00	6∕?	8,850.00	69	4,425.00	69	9,827.00	11%
Capital Outlay	60	86,090.00	6∕3	4,384.00	↔	100,000.00	S	37,484.00	6	•	-100%
TOTAL EXPENDITURES \$ 1,433,018.00	€43	1,433,018.00	€^>	1,448,741.00	69	\$ 1,481,800.00	€0	1,161,141.00	€9	\$ 1,513,027.00	2%



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 * FAX: 218-748-7573 * www.mtniron.com 8586 ENTERPRISE DRIVE SOUTH * MOUNTAIN IRON, MN * 55768-8260

RESOLUTION NUMBER 55-07

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 3rd DAY OF DECEMBER, 2007.

TEST:

City Administra or

14



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 56-07

ESTABLISHING A MOUNTAIN IRON CABLE COMMISSION

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

- 1. The Mountain Iron Cable Commission is hereby established to be advisory to the City Council and which Cable Commission shall have the powers and duties hereinafter set forth. The purpose of the Commission is to propose to the Council such rules and regulations for the cable communication system as may be required to secure adequate and proper cable service and to provide sufficient accommodations for the public.
- 2. The Mountain Iron Cable Commission shall consist of five (5) members.
- 3. Membership and Qualifications. One (1) member of the Commission shall be a City Council member and the remaining four (4) members of the Commission shall be residents of the City while serving on the Commission and shall service for a term of three (3) years. The one (1) city councilor shall serve during their terms of office. The initial appointment of the four (4) resident citizen members shall be as follows:
 - A. One (1) to a term to expire December 31, 2008;
 - B. Two (2) to a term to expire December 31, 2009; and
 - C. One (1) to a term to expire December 31, 2010.

Terms shall expire on December 31st of the appropriate year, provided, however, those members shall continue their terms until new appointments or re-appointments are made by the City Council. The City Council shall make appointments to the Commission at its first official meeting in January of each year or as soon thereafter as it desires. Vacancies during the term shall be filled by the City Council for the unexpired portion of the term.

- 4. Removal of Members. The Council by a four-fifths (4/5) vote of its members shall have the authority to remove any member of the Commission from office whenever, in its discretion, the best interests of the City shall be served thereby.
- 5. Meetings and Officers. The members shall elect a chairperson, vice chairperson and a secretary annually at the first meeting after new members are seated.
 - A. Regular Meetings. The Commission shall meet publicly in regular session at least once each year at a time and place selected by a majority of its members.

- B. Special Meetings. The Chairperson or any two (2) members of the Commission shall have the authority to call a special meeting of the Commission. Written notice of special meetings shall be given to all members at least 24 hours prior to the time of the meeting unless the time and place for the special meeting is set at a regular meeting.
- 7. Rules and Procedures. The Commission shall adopt a set of rules to govern its own meetings and procedures. The rules may be amended from time to time but only upon notice to all members that the said proposed amendment shall be acted upon at a specified meeting. A majority vote of the Commission shall be required for the approval of the proposed amendment.
- 8. Absence of Members. Absence from three (3) consecutive regular meetings without the formal consent of the Commission shall be deemed to constitute a resignation of a member, and a vacancy thus created shall be tilled thereafter by appointment of the City Council for the remainder of the term of the member so deemed to have resigned.
- 9. Powers and Duties. The Commission shall have the following powers and duties:
 - A. To recommend to the Council:
 - 1. Matters pertaining to local access programming procedures, i.e. noncommercial public access, educational use, government use and for lease.
 - 2. Equipment needed for both portable and studio production.
 - 3. A program scheduling system.
 - 4. Policies to implement public access.
 - 5. The programming services to be offered on the System. This information shall be obtained in part by periodically seeking information from City residents and subscribers regarding their programming interests and preferences.
 - 6. The regulation of rates in accordance with local, State and Federal law.
 - B. To provide to the public according to policies established by the Council.
 - 1. Technical assistance in program production and editing.
 - 2. Instruction in use of equipment.
 - 3. Instruction in video production.
 - 4. A public relations campaign for the local access channel.
 - 5. A volunteer squad for taping and channeling operation.
 - C. To do the following and to advise the Council with regard to Commission actions:
 - 1. Oversee compliance, by the Franchisee with the provisions of the Franchise and advise the Council on matters which might constitute grounds for a forfeiture or revocation of the Franchise.

- 2. Hear all complaints of Subscribers which have not been satisfied by appeal to the Franchisee, and record all such complaints, along with actions and results.
- 3. Review any proposed change in Franchise ownership and determine whether same shall be approved subject to confirmation by the Council.
- 4. Audit all of Franchisee's records as may be required by the Franchise.
- 5. Advise and coordinate with the Franchisee the promotion, development, and utilization of access and local origination channels and programming.
- 6. Keep current and abreast of all changes in the law, technology and service which may impact the enforcement of the Franchise and report such developments to the Council.
- 7. Participate in all periodic reviews and evaluations as prescribed in the Franchise.
- 10. Nothing in this Section is intended to conflict with the provisions of Mountain Iron City Code Chapter 116.

DULY ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF DECEMBER, 2007.

ATTES

City Administ

COUNCIL LETTER 010708-III

ADMINISTRATION

REORGANIZATION

DATE: January 2, 2008

FROM: Craig J. Wainio

City Administrator

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

A. Alan Stanaway is appointed as Deputy Mayor.

- B. Sam A. Aluni, Trenti Law Firm is designated as the City Attorney.
- C. Rod Flannigan, Benchmark Engineering is designated as the City Engineer.
- D. Mesabi Daily News is designated as the official newspaper for the City.
- E. 1st and 3rd Mondays of the Month at 6:30pm 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
 - d. US Bank
 - e. Twin City Federal
 - f. League of Minnesota Cities 4M Fund
 - g. Miller Johnson Steichen Kinnard, Inc.
 - h. Smith Barney, Inc
 - i. Northland Securities
 - j. First National Bank of Buhl
 - k. Federal Home Loan Bank

NEWSPAPER OF THE IRON HANGE

www.virginiamn.con

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

DATE: December 27, 2007

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 \$9.67 per inch on nine column. All subsequent insertions of the same material will be at a 25% discount. Sunday legals will be run at \$11.38 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.

We appreciate the business you have given us.

Elizabeth Tomatz

Sincerely

Legal Advertising Director

COUNCIL LETTER 010708-III

Raija Sarich

ADMINISTRATION

REORGANIZATION

DATE: January 2, 2008

FROM: Craig J. Wainio

City Administrator

G. Commission, Board and Committee Appointments: Planning and Zoning Commission: Jim Giorgi a. Victoria Juntunen (3-year terms) Reynold Renzaglia b. Utility Advisory Board: (3-year terms) Parks & Recreation Board: Joe Prebeg C. Gerry Golobich (3-year terms) Brain Wilson Economic Development Authority: Allen Nelson d. (5-year term) Library Board: Jill Kinney e. (3-year terms) Mildred Babbini f. Public Safety and Health Board Allen Nelson (3-year terms) Cable Commission Steve Skogman g. Tom Cvar ? ?

Tennis For All Board

h.

December 26, 2007

Mr. Gary Skalko Mayor 8586 Enterprise Drive South Mt. Iron, MN 55768

Re: PLANNING AND ZONING COMMISSION

Dear Mayor Skalko:

After multiple terms on the Mt. Iron City Planning & Zoning Commission, it is with reluctance that I submit my notice of resignation from the commission. With my election to the Mt Iron — Buhl School Board last January, I tried to balance my time so that I could continue to serve both entities with the passion that I engage for all of my endeavors, but there have been too many occasions where the P & Z meetings were scheduled on the same evenings as the school board meetings, and I was unable to attend. I believe that is not fair to my fellow commission members, nor to you, the Mayor who made my reappointment to the commission. If you can't do the job the right way, then get out of the way, is my motto, and it is time for me to get out of the way.

I believe the P & Z commission accomplished some very good changes during my tenure and I was fortunate to serve with some great community servants that allowed us to achieve those successes. Jerry Kujula is a very valuable commodity for our community, and I wish the committee and the city continued success with our housing developments and commercial expansions. Mt. Iron is certainly a community poised to see some real growth in the near future and in some capacity, I will see that I stay involved in that effort.

I thank you for the support you have shown the commission, as Mayor, and if necessary, I would serve until a replacement is found for my spot on the commission. Let me know if that is how you would like to proceed. I can be reached at 218-780-8877.

Steve Giorgi

8386 Gardenia Street

Virginia, MN 55792



USS Real Estate PO Box 417 Mt. Iron, MN 55768 218 749 7527 218 749 7572 Fax: 218 749 7536

December 14, 2007

Craig Wainio
City Administrator
City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, MN 55768-8260

Dear Mr. Wainio:

The City of Mountain Iron has two Surface Leases from United States Steel Corporation that will be expiring on December 31, 2007. Leased Premises in each of the Surface Leases has been sold to the City of Mountain Iron within the term. USS has now combined the remaining two Leases into one and has extended them from January 1, 2008 through December 31, 2012. The rent has been combined to a one-time payment of \$310.00.

Please have the Surface Lease executed and return it to me along with the rental payment of \$310.00.

Thanks for your cooperation.

Sincerely,

Dennis F. Orehek Land Manager

SURFACE LEASE

THIS LEASE AGREEMENT (hereinafter "Lease" or "Lease Agreement") is made effective as of the 1st day of January, 2008, by and between:

United States Steel Corporation, a Delaware corporation, with an office and place of business located at USS Real Estate, Co. Hwy 102, Box 417, Mt. Iron, Minnesota 55768 (hereinafter "Lessor"),

and

City of Mountain Iron, a municipal corporation, with an office and place of business located at 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768 (hereinafter "Lessee").

WITNESSETH:

In consideration of the terms, conditions and obligations herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1 - Leased Premises.

(A) Lessor hereby demises and leases to Lessee and Lessee hereby leases from Lessor the surface only of the property located in St. Louis County, Minnesota and more specifically described as follows:

Part of the NE¼ of SW¼; Part of the SW¼ of NW¼, Section 10; Part of the NE¼ of NE¼, Section 9; Part of the NE¼ of SW¼, Section 3, All in Township 58 North, Range 18 West

As shown in red Exhibit "A" and Exhibit "B" attached hereto and incorporated herein (hereinafter "Leased Premises" or "Premises").

(B) This Lease is subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the Leased Premises or any part thereof, and to the rights of any person or other party who may have an interest in the Leased Premises, including any minerals therein.

Section 2 - Term.

This Lease Agreement shall begin at 12:01 a.m. on January 1, 2008, and shall terminate at 11:59 p.m. on December 31, 2012, subject to earlier termination as hereinafter provided.

Section 3 - Purpose.

Lessee shall use the Leased Premises only:

- (a) To construct, use and maintain electrical transmission lines together with the necessary auxiliary equipment.
- (b) To construct, use and maintain a water pumping and supply station. Lessee shall have the right to erect a fence around the water pumping and supply station at Lessee's sole expense. Lessee shall not utilize the Leased Premises for any other reason whatsoever.

Section 4 - Compliance with Laws.

- (A) Lessee shall maintain the Leased Premises in accordance with good land management practice and comply with all past, present, and future statutes, laws and regulations, including but not limited to zoning laws, environmental laws, permits, ordinances, rules, regulations and orders of all governmental, judicial, administrative or political persons or entities having jurisdiction thereof.
- (B) Lessee shall obtain any permits as required, and shall promptly provide copies thereof to Lessor.
- (C) Lessor does not warrant or represent that the Premises are suitable or safe for the purposes intended.
- (D) Lessee shall pay any and all fines or penalties imposed or allegedly imposed for failure to comply therewith and indemnify Lessor from any claims, demand, or actions by governments, their agencies, boards or commissions and private parties, arising as a result of Lessee's actions or inactions where there was a duty to act. The term "Lessor" shall include all subsidiaries, divisions, and affiliates of Lessor and their officers, directors, and employees.

Section 5 -- Rental Payments.

- (A) Lessee shall pay to the Lessor a one-time fee of Three Hundred Ten and No/100 Dollars (\$ 310.00) upon execution of this Lease Agreement, without set-off, recoupment, or counterclaim.
- (B) In addition to any monies and/or tax payments discussed herein, Lessee agrees to pay Lessor for all damages to the Premises or surrounding area or any facility located thereon including, but not limited to, the value of any timber and shrubbery destroyed, the cost of repairing roads, railroads, culvert, or any other facilities damaged or relocated due to the Lessee's use of the Premises. Additionally, Lessee shall keep the Premises neat and free from refuse at all times during the life of this Lease Agreement. Upon expiration or termination of this Lease Agreement, all personal property, of whatever nature, shall be removed from the Premises within ten (10) days.

Section 6 - Protection of Title.

Lessee shall protect the Leased Premises and keep the title thereto free and clear from all mechanics', laborers', or other liens, clouds or encumbrances in any way arising from the use or occupancy of the Leased Premises as hereby leased, or from anything done or omitted to be done thereon by Lessee's officers, agents, servants, contractors, sublessees or Lessees.

Section 7 - Maintenance and Nuisance.

Lessee shall at all times keep the Leased Premises and all improvements thereon or appurtenant thereto in good repair and in a safe, neat, and orderly condition and so maintain, use, and occupy the same as to protect life and property and so as not to create any public or private nuisance or damage or injury to any adjacent premises or to any persons or property thereon.

Section 8 - Indemnification.

- (A) In the exercise of its rights hereunder, Lessee agrees to indemnify, defend and hold harmless Lessor, and their officers, directors, employees, agents, successors and assigns from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses, including attorney fees, court costs, consultant fees and other legal costs, for any personal injury, death, or property damage or any other damages of whatever kind or nature whatsoever arising out of or resulting from, or in any way associated with the activities described herein of Licensee, its employees, agents, invitees, successors, and assigns or the activities of any other party or entity whatsoever, directly or indirectly, against Licensor.
- (B) Lessee further agrees to indemnify, defend and hold harmless Lessor, including its subsidiaries, facilities, employees, successors, and assigns from and against any and all claims, suits, expenses and costs, including court costs, attorneys' fees and other legal costs, from any environmental liability or damages arising or resulting from or caused by the activities herein described.
- (C) If Lessee bears witness to or receives information from any third party of personal injury, property damage, or environmental release occurring at or adjoining the Premises, Licensee shall provide Lessor with immediate notice of any such event.
- (D) The obligations set forth in this Section shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

Section 9 - Insurance.

(A) Lessee further agrees to carry the statutory insurance coverage and cause any and all of its consultants and contractors to obtain and maintain in full force and effect, insurance

coverage in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

(B) The obligations set forth in this Section and in Attachment "I" shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

Section 10 - Termination.

Lessor may terminate this Lease at any time by giving Lessee prior written notice of at least thirty (30) days. Lessee may terminate this Lease at any time by giving prior written notice to Lessor of at least thirty (30) days, and by executing and delivering to Lessor an instrument of surrender thereof and complying with all the requirements of this Lease to the time of such termination.

Section 11 - Default.

If either party (hereinafter in this section referred to as "First Party"), fails to perform its obligations under this Lease, the other party shall notify the First Party in writing of the respect in which First Party has failed to perform its obligations. First Party shall thereupon have thirty (30) days within which to cure the default; if the default may not be remedied within such 30-day period, the First Party shall have an additional period of time, not to exceed sixty (60) days to cure the default. In an emergency, First Party shall remedy the default as promptly as circumstance require. If the non-defaulting party discovers an emergency which requires action before the First Party could reasonably have been expected to act, the non-defaulting party may take remedial action, whose reasonable costs shall be borne by First Party. If either party, having given notice, fails to perform its obligations pursuant to the foregoing, the other party may perform said obligations at the expense of the First Party and may, upon written notice to the defaulting party, terminate this Lease Agreement.

Section 12 - Notices.

All notice that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, or if sent by United States first class registered or certified mail, postage paid, or by facsimile transmission addressed, Lessor as follows:

If to Lessor: Regional Manager North Facsimile: (218) 749-7536

USS Real Estate Co. Hwy 102 P.O. Box 417

Mt. Iron, Minnesota 55768

With a copy to: United States Steel Corporation Facsimile: (412) 433-2811

600 Grant Street, Room 1500

Pittsburgh, Pennsylvania 15219-2800

If to Lessee:

Attention: General Attorney, Real Estate

City of Mountain Iron

Facsimile: (218) 735-8268

8586 Enterprise Drive South

Mountain Iron, Minnesota 55768

or to such other name and address as furnished in writing by either party to the other. All notices shall be effective when received by the party to whom addressed.

Section 13 - Removal of Lessee's Structures and Equipment.

On or before the termination of this Lease in any manner, Lessee shall, at its own cost and expense, remove from the Leased Premises all buildings and other structures and improvements and any and all other property belonging to Lessee, or its sublessess or licenses and quietly and peaceably surrender possession of the Leased Premises to Lessor in the same condition it was in at the commencement of the Lease, subject to reasonable wear and tear. If Lessee is in default hereunder, Lessor may remove any and all such property remaining thereon and dispose of such property as it may desire, without liability to Lessee, and restore the Leased Premises to the same condition it was in at the commencement of the Lease. Lessee shall promptly pay all cost and expense of any such removal and restoration.

Section 14 -- Binding.

This Lease and all the terms, conditions, and obligations hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 15 - Assignment and Amendments.

- (A) Lessee shall not assign this Lease or sublease the Premises, or any part thereof, without the written consent of Lessor, which may be granted or denied in Lessor's sole discretion.
- (B) This Lease may be amended, renewed, extended or canceled only by written instrument executed on behalf of each of the parties hereto, which may be granted or denied at Lessor's sole discretion.

Section 16 - Entire Agreement.

This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

Section 17 - Construction.

This Lease shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith.

Section 18 - Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date(s) indicated herein.

Lessor:	United States Steel Corporation	
Ву:	Scott H. Colomos	
Title: G	eneral Manager Minnesota Ore Operations	
Dated:	AST	ROVED: O FORM
Lessee:	City of Mountain Iron[Insert Name]	
Ву:		
Title:		
Dated:		

ATTACHMENT "I" INSURANCE

Lessee agrees that before it or any of its consultants/contractors visit the Premises, Lessee shall procure and maintain, and shall require any of its consultants/contractors to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

- 1. Minimum Scope of Insurance Coverage shall be at least as broad as the following:
- A. <u>Commercial General Liability Insurance</u>: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:
 - (i) Premises/Operations;
 - (ii) Products/Completed Operations;
 - (iii) Contractual;
 - (iv) Independent Contractors;
 - (v) Broad form property damage;
 - (vi) Personal Injury;
 - (vii) Cross liability/severability of interest;
 - (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "USS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Noncontributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
 - (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
 - (x) No XCU (explosion, collapse, underground) exclusion.
 - (xi) For any claims related herein, the Lessee's and/or its Contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional

Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Lessee's and/or Contractor's insurance and shall not contribute with it.

- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS. If the Lessee has such a program, full disclosuremust be made to USS prior to any consideration being given.
- B. <u>Automobile Liability Insurance</u>: As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.
- C. <u>Workers' Compensation Insurance</u>: As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS its affiliates, including all units, divisions and subsidiaries.
- D. Employer's Liability and/or Stop Gap Liability Coverage: Coverages per accident, disease-policy limit, and disease each employee.

 Check if applicable

 E. Errors and Omissions Professional Liability Insurance (If made applicable by Description of the Contractor's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.
- damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:
 - (i) Property damage, including loss of use, injury to or destruction of property;
 - (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.

- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS its affiliates, including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Lessee and its Contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

- 2. <u>Minimum Limits of Insurance</u> -- Lessee and its Contractor(s) shall maintain limits no less than:
- A. <u>Commercial General Liability</u>: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for bodily injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS, except as the Parties agree otherwise.
- B. <u>Automobile Liability Insurance</u>: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.
- C. Workers' Compensation: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.
- D. <u>Employer's Liability and/or Stop Gap Liability Coverage</u>: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)
- E. <u>Errors and Omissions Professional Liability Insurance</u>: (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.
- F. <u>Environmental Impairment Insurance</u>: (If applicable) \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of USS, except as the Parties agree otherwise.
- 3. <u>Deductibles and Self-Insured Retentions</u> All insurance coverage carried by Lessee and its Contractor(s) shall extend to and protect USS its affiliates, including all units, divisions and subsidiaries to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Lessee and its Contractor(s).
- 4. Rating of Insurer The Lessee and its Contractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be

performed. Insurers must have a minimum rating of a A-, Class VII as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

5. Other Insurance Provisions

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to USS.
- **B.** These insurance provisions are intended to be a separate and distinct obligation on the part of the Lessee. Therefore, these provisions shall be enforceable and Lessee and/or Contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- C. The above-described insurance coverage to be provided by Lessee and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.
- **D.** The obligation of the Lessee and its Contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Lessee and its Contractor(s) hereunder.
- E. In the event Lessee and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Lessee and its Contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

6. Evidence of Coverage

- A. Lessee and its Contractor(s) shall furnish USS with copies of the endorsements effecting the coverage required by this specification. Additionally, prior to the commencement of any work or services on USS' Premises, Lessee and its Contractor(s) and all subcontractors, if any, shall furnish to USS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given sixty (60) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.
- **B.** All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Lessee and its Contractor(s) full compliance with the stated insurance requirements hereunder.
- C. Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Lessee and its Contractor(s) and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Lessee or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Lessee and its Contractors does not relieve or decrease in any manner the liability of the Lessee and its Contractor(s) for performance hereunder. The Lessee and its Contractor(s) are responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

7. <u>Subcontractors</u> - Contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

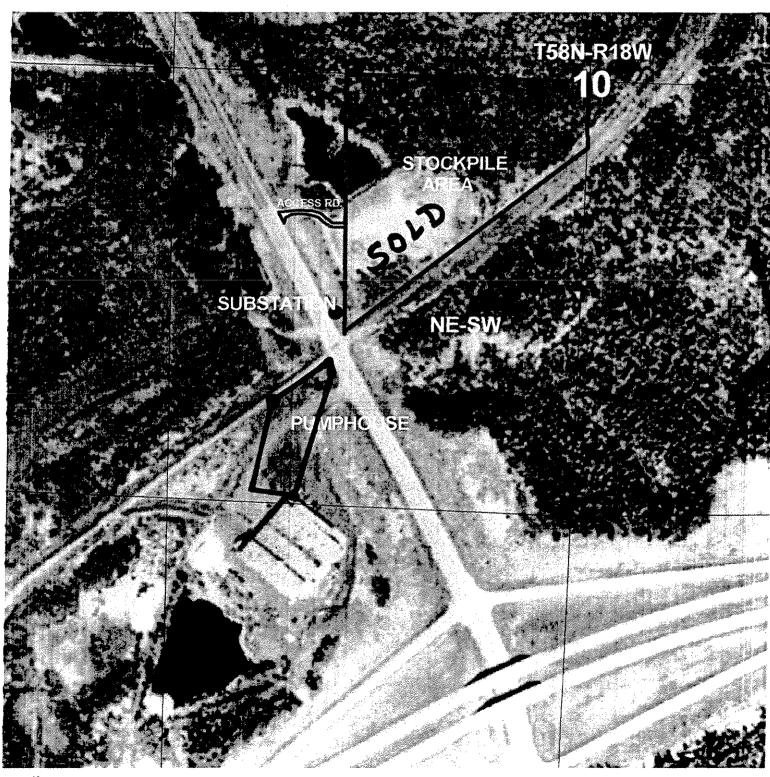
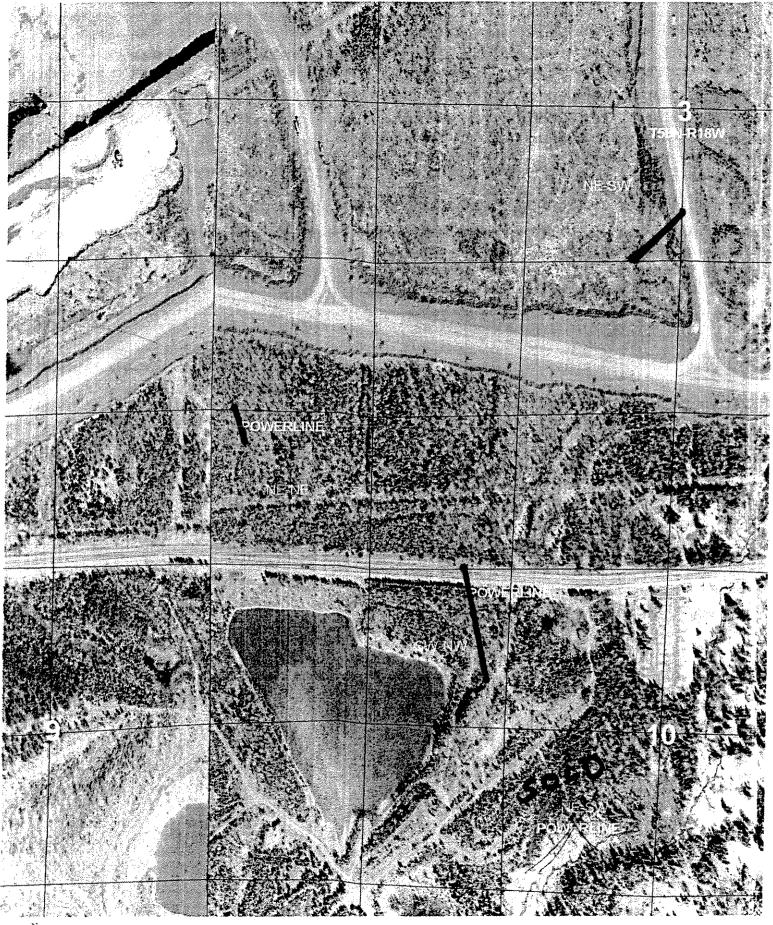




EXHIBIT A





35

EXHIBIT B

COUNCIL LETTER 010708-VC1

PUBLIC WORKS

GRADER TIRE QUOTES

DATE:

January 2, 2008

FROM:

Don Kleinschmidt

Director of Public Works

Craig J. Wainio City Administrator

Please find attached the original quotes received for the purchase of four (4) grader tires.

October 25, 2007 from Pomps Tire for \$3,580.16 October 24, 2007 from Taconite Tire for \$3,839.62

The tires were purchased and installed on November 7, 2007 for a total price of \$3,554.15.



The Tire Professionals

201 N. Hoover Rd. Virginia, Mn 55792 Phone (218) 741-5562 Fax (218) 741-5907



Facsimile Cover Sheet

From: Chad Green Date: 10-25-0	27
To: Rick	
company: City of Mt. Iron	;
Number of Pages: (including this cover sheet)	O
Message: Quote for Goodyear grad	er tires

0 60 36 Ca, 0 Q 263 36 50.00 12,00 8/.00 7.00 37, \$ 3580,14 Signed (11 ht-00/1 14.00R 24 TG Goodyear □ No Reply Necessary 349.44 + 230. O-Fing Ster apor | Please Reply

GOOD YEAR

TACONITE TIRE SERVICE, INC.

Independent Dealer

305 S. Hoover Rd.

Phone (218) 741-5262 FAX (218) 741-8638

VIRGINIA, MN 55792

	DATE: 10-24-7
	TO: Rick
	FROM: JUC
	Pages sent (including cover):
735	THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the resider of this message is not the intended recipient, or the employee or agent responsible for delivaring the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the US Postal Service. Thank you.
R.L,	
If City of	this works for you let me know. Uirsima, and St. Lovis County both run these.
Thank	•
Joe	- C

Quote# 1-QT2171 Dealer ID# 007739

Page 1 of 1

£ >

Dated: 10/24/2007

Emp: 1-2 / 1-2

* * * Q U O T E * * *

Sold To

CITY OF MT IRON

MT IRON, MN 55768

8586 ENTERPRISE DRIVE S

Ship To

Other Information

Veh:

Lic:

Mil: 0/0 Vin:

Ref:

Slam Mech Part # QTY Description Parts Labor FET Total 2 152445052 4.00 1400R24 TG 1X AS- 3A GOODYEA 863.36 0.00 0.00 3.453.44 4.00 MT MOUNT AND/OR DISMOUNT 0.00 89.95 0.00 359.80 2 MT 2 MISC -4.00 MISC USED 140024 60.00 0.00 0.00 -240.00 2 OR 4.00 OR G-RINGS 13.50 0.00 0.00 54.00

Parts: 3,267.44 Quote good for 45 days. Labor: 359.80 Subtotal: 3,627.24 Sales Tax: 212.38 Signature: Total: 3,839.62

Fellow Councilors:

Attached please find the invoice for 4 grader tires recently purchased from Pomps Tire. These are the tires I asked about at our 12-3-07 council meeting, regarding if the City sought quotes from other vendors and the price was the lowest quoted. The Director of Public Works stated "the City sought quotes and Pomps Tire was the lowest."

I checked at Taconite Tire and Anderson Auto Service to see if anyone called or stopped in for quotes from the City of Mountain Iron for this type of tire. I was told by the people in charge that no one ever did. The hand written prices on the invoice are the prices I was quoted from these other vendors without showing them the Pomps invoice.

At Taconite Tire, the City could have saved \$40.00 total, and the price at Anderson Auto Service for Goodyear tires was the same. Any other brand may have been cheaper by \$10.00 to \$25.00 per tire.

See what happens when the City does not follow standard purchasing procedures? The result is higher prices plus the items are not being purchased here in town.



POMP'S TIRE SERVICE, INC.

[1] إسو 0 -

POMP'S TIRE SERVICE, INC. GREEN BAY, WI 54305-1630 REMITTANCE ADDRESS: INVOICE NO. P.O. BOX 1630

SOLD TO

IX OF MT. IRON
TY GARAGE
STREET
IRON HIWE HIWE

55769

SAME AS SOLD TO ADDRESS

SHIPPED TO

507002 7407597

DATE

11/07/07 507582

"Motor vehicle repair practices are requisted by chapter ATCP 132, Wis. Adm. Code, administered the Bluese of Coneyamer Practicular Visconation Dept. of Apriculture. Trade and Consumer Presidor C.P. Deo Bell V. Maddison, Wisconatio A37/06-0811." VIRGINIA PHONE 218-741-5562 201 N HOOVER RD VIRGINIA NN 55792 FAX NO 218-741-5907 400,00-EXTENDED PRICE 3, 453, 44 48.00 4B. 00 200.002 3, 349, 44 BILLING STORE LOCATION য় 8 00.00 12.00 863,36 12.00 100.001 863% 85336 TOTAL UNIT PRICE 50.00 00 863. 3**6** 12.00 A FINANCE CHARGE OF 11%, PER MONTH (18% A.P.R.) WILL BE ADDED TO THE UNPAID BALANCE AFTER 30 DAYS. Anderson Auto 2 Tacoute tree PRICE ESTIMATED COMPLETION DATE NEW EST COMPLETION DATE F.E.T. CUSTOMER ESTIMATE SELECTION (T) ហ SLS TYPE COMM -<u>___</u> Ę---TRN TYPE; CHARGE U L 1400R-24 GOODYEAR 1X AS-3A TAG#8 650943-46 OR-224TG 24 INCH O RING TEM DESCRIPTION SALESMAN NO.S GOODYEAR DR# 742727 OTR VALVE STEMS E G reby authorize the below repair work to be done along with necessary materials. You and your employees a operate whiche for purposes of testing, inspection of delivery at pay fift. An express mechanic's fien is inswedged on vertice to secure the amount of repairs thereto. You will not be held responsible for loss on rage to vehicle or articles but in whithe in case of the part. Exchinent, damage from freezing due, by and there to can other cause beyond your control. LABOR CHARGE CUST. PURCHASE ORDER | COUNTY 1400R24 GCV 715943 PRODUCT CODE OR2X24TG DAYS 1336897 330EE 16001 TERMS 1401 **383**L 9 ERED SHIPPED C.Ş. 42 T. ACCT. NO. 748759 QUANTITY q. je ÷. 4

13 . AUG . LU

TOTAL

ESTIMATED PRICE

200

SALES TAX

SUB TOTAL

ÅOJ ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

69

2. Please proceed with repairs but call me

I request an estimate in writing

before you begin repairs.

before continuing, if price will exceed

REPRESENTATIVE

TING LA REPRE

TOWER

TOMER'S SIGNATURE

3. I do not want an estimate.

Do you want the replaced parts you are entitled to? [] YES [] NO

COUNCIL LETTER 010708-VC2

TENNIS COURTS

PLANS & SPECIFICATIONS

DATE: January 2, 2008

FROM: Don Kleinschmidt

Director of Public Works

Craig J. Wainio City Administrator

The Recreation Department is recommending that Benchmark Engineering prepare plans and specifications for the replacement of the South Grove Tennis Courts.

GREAT RIVER ENERGY- MESABI TRAIL"



Great River Energy
Mesabi Trail Tour '08
PO Box 139
Virginia, MN 55792
218-749-4331
www.mesabitrail.com

December 12, 2007

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

Dear Mayor Skalko,

On Saturday, August 9, 2008 Club Mesabi will be once again hosting the Great River Energy Mesabi Trail Bicycle Tour with riders traveling on the Mesabi Trail between Marble and Virginia. The 2007 tour was a huge success with 700 riders participating, and we anticipate similar numbers in 2008. As in past years we would like to request the use of the Locomotive Park as one of our rest stops.

There will be five different locations where bikers can join the tour or stop and take a break — Marble, O'Brien Reservoir, Hibbing, Buhl, and Mountain Iron. We would like to use the Locomotive Park as a rest stop from approximately 9:00 a.m. to 2:00 p.m. with volunteers staffing that location at all times. As in the past, we would like to put up a tent and will bring in portable toilets. Volunteers will hand out refreshments to riders and we will have entertainment that may require electricity. All riders on the tour will be passing through Mountain Iron on their way to the big finish at Virginia's Olcott Park.

I will be in contact with Don Kleinschmidt a month or so before the tour to work out the logistical details, please feel free to call me with any questions or concerns.

Yours truly.

Ardy Nurmi-Wilberg
Tour Coordinator

218-749-4331 (home office)

ArdyNW@msn.com



Saint Louis County

Office of the Sheriff - 100 North 5th Avenue West, Room 103 • Duluth, Minnesota 55802
Phone: (218) 726-2337 - Fax: (218) 726-2171

Ross Litman

To:

Mountain Iron Mayor and City Council

Sheriff

From:

Sgt. John Backman

Re:

December 2007 Statistics

Date:

January 2, 2008

The Mountain Iron Office of the St. Louis County Sheriff reports the below listed activity for the month of December 2008:

- Disturbances (arguments, threats, unwanted persons, trespass, 911 hangup)
- Public assists (car unlocks, roadside assistance,/vehicle checks, patrol requests)
- 23 Suspicious persons/vehicles/circumstance
- 14 Motor vehicle crashes
- Welfare checks, suicide threats, neglect/abandon children, runaway/lost/missing
- 4 Fire & medical
- 4 Drug related calls
- 6 Alarms
- 4 Assaults
- 0 Damage to property
- 5 Thefts
- 4 Burglary/attempted burglary
- 13 Parking Citations
- Other calls (civil disputes, child custody, animal complaints, traffic complaints, warrant service, miscellaneous)
- 75 Traffic stops
- 17 Traffic related citations
- 3 DUI

Assists:

7 Sheriff's

10 Virginia PD

1 Other PDs

6 MSP

This activity resulted in 8 custodial arrests.



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

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

December 19, 2007

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

Re:

City of Mountain Iron, MN

West Two Rivers Electrical Improvements

Project No. MI07-19

Dear Mr. Wainio

Enclosed please find Pay Request No. 1 for the City of Mountain Iron West Two Rivers Electrical Improvements project in the amount of \$28,322.00, for approval at your next scheduled City Council meeting. This pay request is for materials on hand to be stored until project can be started in the spring.

Please refer to the enclosed pay request to the attached invoice.

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

Sincerely,

Benchmark Engineering, Inc.

Rodney Flannigan, P.L.S.

Enclosure

Pc: Mr. Craig Lanyk, Lanyk Electric

RECOMMENDATION OF PAY	MENT	No.	_1
		in a recommendation	Money museur
	Engineer's Project No.: MI	PR06-	<u> </u>

Owner's Project No.:	Engineer's Project No.: MIPR06-1
Project: West Two River Electrical Improvements	
CONTRACTOR: Lanyk Elecric, 5555 Enterprise Drive NE, Virginia, MN	55792
For Period Ending: <u>December 19, 2007</u>	

RECOMMENDATION OF PAYMENT

To City of Mountain Iron

Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated December 19, 2007

Ву _____

STATEMENT OF WORK

		Amount Due this Payment	\$ 28,322.00
		Previous Payments	\$ 0.00
Current Contract Price	\$ 67,790.00	Subtotal	\$ 28,322.00
Net Change Orders	\$0.00	Amount Retained (5%)	\$0.00
Original Contract Price	\$ 67,790.00	Work & Materials to Date	\$ 28,322.00

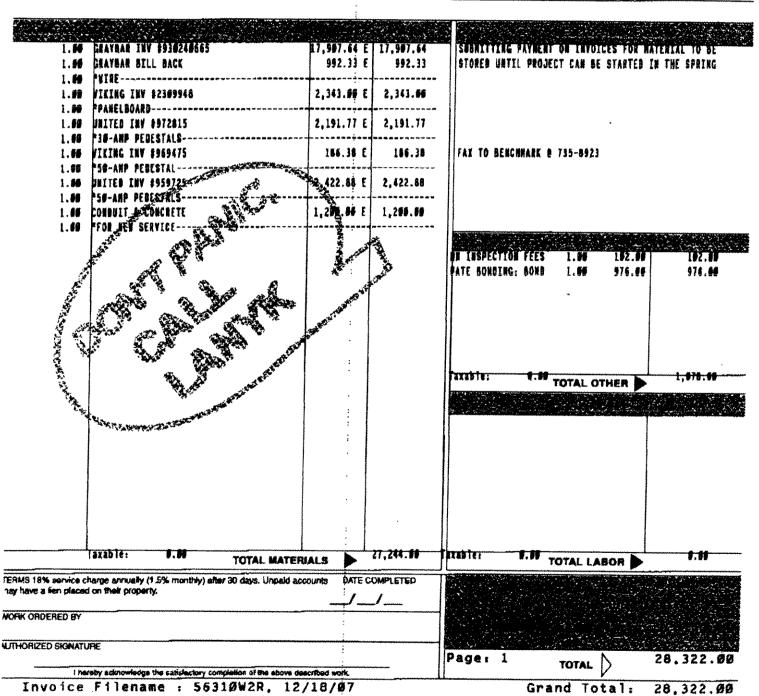
DON'T PANIC, CALL LANYK! 5555 Enterprise Drive NE VIRGINIA, MINNESOTA 55792

BUSINESS (218) 749-2222 FAX (218) 749-5490 BENCHMARK ENGINEERING, INC BILL TO:

8878 MAIN ST PO BOX 261

MT IRON. MN 55768

12/18/97				
CUSTOMER NUMBER 563				
CONTRACT EXTRA				
LØ				

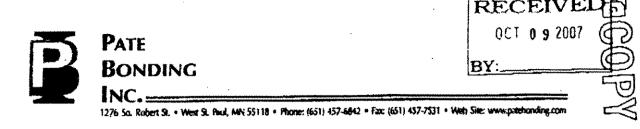


Faid 10/24/07

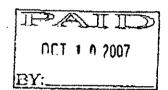
Minnesota Department of Labor and Industry 443 Lafayette Road North St. Paul, MN 55155-4342 Phone: (651) 284-5064

	51) 297-4198 ty.state.mn.us				Daimana dan S		luoneetian '			
N			terea Em	ployer Yes	Request for E	her Than Rough		Ready Now		
Date	Rough-In Inspe							Will Scheduk		
		loyer Must Sched	luie All Rough-in	inspections	S Contractor/Employer Must Sched		County	AAN DELMINE		
	spection - Street				MT IRON ST LOUIS					
	GROUND RE)			Project Description					
Owner Name										
CITY OF M					WEST TWO RIVERS CAMPGROUND					
	ione Number(s) -	- include Area (Code(s)		ELECTRICAL IN	IPKOVEME	N15	_		
(218) 735-8										
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	ployer Authorize	d Signature	Contractor Li	cense Nun	ber	Job/Project	Contact Person			
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Service/Power Supply 401 – 800 ampe			pere @ \$60	1 / // //	Separata Bonding Inspections for Swimming Pools and Equipotential Planes () @ \$35 Each					
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eeders/Circuit	ders/Circuits Above 200 A () @ \$151] [Concrete-Encased Electrode Inspection () ⊕ \$35 Each					
Reconnected F	eeders/Circuits	()	@ \$2 Each	1	nvestigative Fee \$70 Mhichever Is Greater	Up To \$1,000				
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ina Inspection	1		Oa	te l						

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DIJ) Voice or TDO (651) 297-4196.



Lanyk Electric, Inc. 5555 Enterprise Dr. N.E. Virginia, MN 55792



INVOICE

BOND#	INVOICE DATE:	DUE DATE:
GRMN27622A	10/08/2007	Upon Receipt
OBLIGEE:		
CITY OF MOUNTAIN IRON, M PO BOX 505 - 8586 S. ENTERPI MOUNTAIN IRON, MN 55768		·
PROJECT DESCRIPTION:		M2
PROJECT NO. MIPRO6-1 - WES MOUNTAIN IRON, MINNESOI	T TWO RIVERS CAMPGROUND ELEC A	CTRICAL IMPROVEMENTS,
BOND TYPE:		
EJCDC	•	
CONTRACT AMOUNT: \$ 67,790.00	DUE TO PATE BOND	ING: \$ 976.00
NOTES:		

FINAL PREMIUM WILL BE ADJUSTED BASED ON FINAL CONTRACT PRICE

Please Reference Bond Number on Check

Original

Fremit To:

GraybaR

12437 COLLECTIONS CENTER DRIVE CHICAGO IL 60693-2437

INVOICE

PAGE 04/09

218 722-6685

Invoice No:

930240665

Invoice Date:

11/15/2007

Account Number:

0004201279

Account Name: LANYK: WEST TWO

RIVERS CAMPGROUND 1777 771

MOV 2 0 2007

Ship to: LANYK ELECTRIC INC

WEST TWO RIVERS CAMPGROUND C/O WEST TWO RIVERS CAMPGROUND

call craig larryk @ 1-218-749-2222 b-4 delivering to have someone there

4988 CAMPGROUND ROAD

MOUNTAIN IRON MN 55768

Page 1 of 1

Del. Doc. #:	PRO#	Routing	Date Shinned	Shipped From		P		
0825235140	CORP COUR	LOCAL EXP SERVICE				F.O.B		Rt. To
Quantity	Catalog # / Desc	riction	11110/2007	DULUTH, MN		SP-		
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Terms of Payment

1% 10th Prox., net 15th Prox.

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total

Freight & Handling

Tax

Total Due

Cash Discount (if paid within terms

1103.33

Adjust: #992.33. Balance.on computer

18,899.97



CUSTOMER BILLBACK INVOICE

Remit to: GRAYBAR ELECTRIC CO. 12437 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693-2437 218-722-6685

Invoice No: 1600443783

Invoice Date: 12/07/2007

Account No: 4201279

Account Name: LANYK: WEST TWO RI

Bill to: LANYK: WEST TWO RIVERS CAMPGROUND 4988 CAMPGROUND ROAD MOUNTAIN IRON, MN 55768

Page: 1 of

Short Text: Bill back pricing deduct Inv #930240665 per Tony 1404580280 DUMN 992.33

We bill back deduction taken on your Check #21046 dtd 11/28/07 \$17,907.94 in payment of Invoice #930240665. The notes on your Purchase Order # 56309-07WI state "Tony said fix". Per Tony Tammaro on 12/7/07, bill back for pricing on wire. Please remit.

Terms of Payment: Pay Immediately

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by not due date. Visa, MasterCord, American Express, and Discover credit cards are accepted at point of purchase only.

Total Due:

\$992.33



ADDRESS SERVICE REQUESTED

4531 WEST 1ST ST DULUTH MN 55807 REMIT TO: VIKING ELECTRIC SUPPLY, INC. P.O. BOX 77102 MINNEAPOLIS, MN 55480-7102

> LANYK ELECTRIC 5555 ENTERPRISE DR NE VIRGINIA, MN 55792-3614

TEL (218)624-2200 WATS (800)255-9641
PAX (218)624-0209 11/09/07 06587 2309948

DULUTH 56309-07GQ ORIGINAL

| Color | C

SHIP TO: Campground

LANYK ELECTRIC 5555 ENTERPRISE DRIVE NE VIRGINIA MN 55792

DENNIÐ PELLETTER 10/24/07 DIRECT 11/03/07 09948 \$5506-07GQ

1 **SM3-W2RCG panelboard 2200.00

PROX 27TH: NET DUE BY 12/27/07.

SUB TOTAL 2,200.00
STATE TAX 143.00
LOCAL TAX 0.00
SHIPPING 0.00
PAY THE AMOUNT \$2,345.00

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6554 N.E. ENTERPRISE OR VIRGINIA MN 55792

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REMIT TO:

UNITED ELECTRIC P O BOX 802578 CHICAGO IL 60680-2678

SHIP TO:

LANYKELECTRIC CO W TWO RIVERS CMPGRND 4888 CAMPGROUND ROAD MT.IRON MN 55768

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5554 N.E. ENTERPRISE DR VIRGINIA MN 55792

REMIT TO:

UNITED ELECTRIC P O BOX 802578 CHICAGO IL 60880-2578

NOV 3 3 2007 (

SOLD TO:

LANYK ELECTRIC 5555 ENTERPRISE DR N VIRGINIA, MN 55792

SHIP TO:

W TWO RIVERS CAPGRIND
4966 CAMPGROUND ROAD
MT.IRON MN 55768

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PAST DUE ACCOUNTS SUBJECT T	O CHARGE OF 1,8% OR MAXIMUM PERMITTED BY LAW	





ORIGINAL

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5554 N.E. ENTERPRISE DR VIRGINIA MN 55792

SOLD TO: LANYK ELECTRIC 5555 ENTERPRISE DR N VIRGINIA, MN 55792

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PAST DUE ACCOUNTS #UBJECT TO CHARGE OF 1.9% OR MODIMUM PERMITTED BY LAW

COUNCIL LETTER 010708-IVF1

PUBLIC SAFETY & HEALTH BOARD

RADIO/PAGERS

DATE: January 2, 2008

FROM: Public Health and Safety Board

Craig J. Wainio City Administrator

Have Staff work with the coordinator of the Mountain Iron First Responders in getting their own paging and/or radio channel.

Currently, they are using the Fire Department officer's channel.

This is recommendation from the Public Safety and Health Board.

COUNCIL LETTER 010708-IVF1

PERSONNEL COMMITTEE

SPECIAL EVENTS COORDINATOR

DATE: January 2, 2008

FROM: Personnel Committee

Craig J. Wainio City Administrator

The Personnel Committee recommends that due to increased duties that the City Council approve placing the Library Director on permanent full-time status.

COUNCIL LETTER 010708-VA

MAYOR SKALKO

TENNIS FOR ALL SCHOLARSHIP

DATE:

January 2, 2008

FROM:

Mayor Skalko

Craig J. Wainio City Administrator

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

I recommend we donate \$1,000 for 2008 to aide "needy" youths from Mountain Iron to participate in the Tennis Program offered through the Tennis for All Facility.

This money will be taken from our Charitable Gambling Fund.

December 11, 2007

Dear Mayor Skalko & the Mountain Iron City Council Members;

The Quad City Tennis For All indoor tennis facility has recently opened, providing area residents the opportunity to enjoy the game of tennis all year round. As our name suggests, we are striving to make this facility accessible to all, however we realize that some children may not be able to afford the membership fees.

We are currently in the process of establishing a scholarship fund so that those children who are prohibited by cost may still be able to use the facility. We realize that cities may not contribute to facilities in other cities, but they are able to contribute to the use of that facility. With that in mind, we are asking the City of Mountain Iron, along with the neighboring communities, to consider contributing to the QCTFA scholarship fund. This fund will allow children from our community, who may be unable to afford a membership, the opportunity to play. We also are planning several fundraising events to supplement this fund.

We would plan to attend your council meeting on December 17, 2007 to discuss this request with you.

We appreciate your consideration in this matter.

Sincerely yours,

Robert E. Prittinen

Chairmen OCTFA Board

OCTFA

1310 South 5th Avenue

Virginia, MN. 55792

Facility Phone: 218-742-3429

Dave Gunderson

QCTFA Board Member

Quad Cities Tennis for All Financial Assistance Guidelines

1. Financial assistance will be available to any child 17 and under living within the Quad Cities school districts who want to participate but cannot afford the following:

Tennis Lessons or Program Participation Facility membership Court Usage Equipment Usage

- 2. All applicants must complete a financial assistance application and submit proof of income for all adults age 18 and over living within the household.
- 3. Only dependents age 17 and under living within a household may apply for assistance under that household application. Dependents are defined as all persons claimed as dependents on income taxes.
- 4. Applications will be reviewed at each regular Commission meeting. Applicants will be informed of their eligibility within one week after the meeting.
- 5. Requests may be funded totally or partially. Eligibility will be determined utilizing Federal Health and Human Services Poverty Guidelines. Final assistance amounts awarded will be determined by Commission members on a case by case basis.
- 6. More than one child in a household may apply for assistance.
- 7. Availability of placement in lessons, court time, and equipment usage will be determined by the Commission and/or staff. Paying members and patrons will have priority.

Quad Cities Tennis for All Financial Assistance Application Process

Please complete a financial assistance application if your household income is less than or equal to the amount shown for your household size in this chart. Children applying must be ages 17 and under living with the Quad Cities school districts.

Household	\$	\$	\$ Twice	\$
Size	Per year	Per month	Per month	Per Week
1	10,210	850	425	212
2	13,690	1,140	570	285
3	17,710	1,475	737	368
4	20,650	1,720	860	430
5	24,130	2,010	1,005	502
6	27,610	2,300	1,150	575
7	31,090	2,590	1,295	647
8	34,570	2,880	1,440	720
For each additional nousehold member add:	3,480	290	145	73

To help us process your request for assistance please be sure to complete the entire application form and return with required copies of proof of income. All information provided will remain confidential.

All Adults in Household:

Please list names of all adults age 18 and older living in the household besides you, related or not such as grandparents, other relatives, or friends.

Children in Household:

Please list all children age 17 and under living in the household even if they are not all applying for assistance.

Total Monthly Income:

Gross monthly wages and salaries earned from work before taxes and other deductions, not take-home pay. Also including social service assistance, child support, food stamps, stipends, unemployment income, disability income, earnings from investments, wages, tips, social security income, cash and barter income. Please include the combined income of all adults age 18 and over contributing to the household income.

Proof of Income:

Please provide copies of last year's Federal Income Tax Form 1040 or 1040 EZ from all adults contributing to the household income as proof of income.

Type of assistance requested:

Thanks to the generosity of our donors, financial assistance is available in a variety of different areas. Let us know if you are interested in tennis lessons, court time, or equipment usage – you may check more than one option.

After Completion of Application:

Please send application to: (to be completed at a later date)

If you have any questions, please call: (to be completed at a later date)

Financial assistance applications are reviewed at each regular Quad Cities Tennis for All Commission meeting; you will be notified by mail within one week after the meeting if you have qualified.

Quad Cities Tennis for All

Confidential Application for Financial Assistance

All Adults in Household Age 18 and Older: (please list Head of Household				e(M) (F
Address					
CityState					
Spouse					
Other Adult / Relationship					
Other Adult / Relationship					
Are you currently employed? (Y) (N)					
All Children in Household Age 17 and Under: (please	e list any additio	onal on the ba	ck of this applic	ation)	
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Mr. Craig Wainio 8586 Enterprise Drive South Mt. Iron. MN 55768

Dear Craig;

The Quad Cities Joint Recreation Authority Board of directors unanimously passed a motion to recommend to the Quad Cities to allow the alternate Curl Mesabi member have voting privileges in the absence of the Curl Mesabi At-large member of our board.

The Range Recreation Civic Centers by laws state before any such changes can be made, a resolution must be passed with each of the Quad City Councils.

The Board is asking each City to add to your next City Council meeting agenda, a request to adopt a resolution giving voting privileges to an appointed alternate Curl Mesabi member in the absence of the Curl Mesabi At-large Board Member.

If you have any questions please feel free to call me at 742-9349.

Sincerely,
Peggy Giese
RRCC Executive Assistant



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com 8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN-IRON, MN • 55768-8260

RESOLUTION NUMBER 01-08

AMENDING THE JOINT POWERS AGREEMENT FOR CONSTRUCTING AND MAINTAINING A QUAD CITIES JOINT RECREATIONAL CENTER

- WHEREAS, the allowed by Minnesota Statutes, the Quad Cities of Virginia, Eveleth, Mountain Iron, and Gilbert have entered into a Joint Powers Agreement for Constructing and Maintaining a Quad Cities Recreational Center (hereinafter referred to as the "Joint Powers Agreement");
- WHEREAS, the Joint Powers Agreement establishes the governing body of the Quad Cites Joint Recreational Authority;
- WHEREAS, in order for the governance structure of the Quad Cities Joint Recreational Authority to be modified, the Joint Powers Agreement must be amended;
- WHEREAS, in order to amend the Joint Powers Agreement, the governing bodies of each of the parties to the Joint Powers Agreement, namely the City Councils of the Cities of Virginia, Eveleth, Mountain Iron, and Gilbert, must pass a resolution approving any amendments to or modifications of the Joint Powers Agreement.
- NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mountain Iron that Article IV Section 1 of the Joint Powers Agreement shall be amended as follows:

Each Member City must appoint one (1) commissioner to the board, and that commissioner must be either a mayor or city councilor from that city. These four commissioners shall collectively appoint one at-large commissioner and one alternate at-large commissioner. In the absence of the at-large commissioner, the alternate at-large commissioner shall have all the same powers and duties of the at-large commissioner. The at-large commissioner and alternate at-large commissioner shall be a member of the curling community.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF JANUARY, 2008.

	Mayor Gary Skalko
ATTEST:	
City Administrator	

COUNCIL LETTER 010708-VB

EDA

RESOLUTION NUMBER 02-08

DATE: January 2, 2008

FROM: EDA

Craig J. Wainio City Administrator

Resolution Number 02-08 sets a public hearing for a possible Tax Increment Financing District to be located in the Parkville Industrial Park. The proposed district would be used to assist with site preparation work that needs to be accomplished for a proposed development in that area. A public hearing date of February 19th is set up in the resolution, this resolution is required to keep the process moving and further details on the project will be forthcoming. The EDA will be meeting on January 2nd to review the project and a recommendation will be available at the January 7th City Council meeting. Bu passing this resolution, the City Council is not committing to anything, only setting a hearing for the consideration of a Tax Increment District.

Staff recommends adopting Resolution Number 02-08.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com 8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 02-08

CALLING FOR A PUBLIC HEARING BY THE CITY ON THE PROPOSED ADOPTION OF THE MODIFICATION OF THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT NO. 1, AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 14 THEREIN AND THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR.

BE IT RESOLVED by the City Council (the "Council") for the City of Mountain Iron, Minnesota (the "City"), as follows:

Section 1. Public Hearing. This Council shall meet on Tuesday, February 19, 2008, at approximately 6:30 p.m. to hold a public hearing on the proposed adoption of the Modification to the Redevelopment Plan for Redevelopment Project No. 1, the proposed establishment of Tax Increment Financing District No. 13, (an economic development district), and the proposed adoption of a Tax Increment Financing Plan therefor, and the approval of a business subsidy, all pursuant to and accordance with Minnesota Statues, Sections 469.001 through 469.047, inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.179, inclusive, as amended, and Minnesota Statutes, Sections 1161.993 through 1161.995 in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Program and Plan. City Staff is authorized and directed to work with Northland Securities, Inc., to prepare the Modification to the Redevelopment Plan and the Tax Increment Financing Plan (the "Program and Plan") and to forward documents to the appropriate taxing jurisdictions including St. Louis County and Independent School District No. 712. The City Administrator is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30 days prior to February 19, 2008, and to place a copy of the Program and Plan on file in the City Administrator's office at City Hall and to make such copy available for inspection by the public.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF JANUARY, 2008.

TTEST:	Mayor Gary Skalko
AIIESI.	

COUNCIL LETTER 010708-VIC

ADMINISTRATION

RESCHEDULE MEETING

DATE: January 2, 2008

FROM: Craig J. Wainio

City Administrator

The City Council will need to reschedule the City Council meeting set for January 21^{st} due to the Martin Luther King Day Holiday.