

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, FEBRUARY 1, 2010 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the January 20, 2010, Regular Meeting (#1-18)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications (#41-46)
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Donation to Mark "Bush" Prebeg Snowmobile run (#19-21)
  - B. City Administrator's Report
    - 1. Arrowhead Amateur Sports Complex Report (#22-27)
    - 2. Conference Attendance (#28-29)
  - C. Director of Public Works Report
    - 1. Hoist Repair Quotes (#30)
    - 2. Waste Water and Electrical Rates (#31)
  - D. Sheriff's Department Report
  - E. City Engineer's Report
  - F. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Lease with DNR for Scenic Overlook (#32-38)
  - B. Reschedule Next Meeting(#39)
  - C. Communications (#41-46)
- VII. Announcements
- VIII. Closed Meeting – Consider Strategies for Labor Negotiations (#40)
- IX. Adjourn

# Denotes page number in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
JANUARY 20, 2010

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Alan Stanaway. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Rod Flannigan, City Engineer; and John Backman, Sergeant.

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

1. Approve the minutes of the January 4, 2010, regular meeting as submitted.
2. 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.
3. To acknowledge the receipts for the period January 1-15, 2010, totaling \$261,430.07, (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period January 1-15, 2010, totaling \$407,710.93, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote with Councilor Stanaway absent.

No one spoke during the public forum.

At 6:34 p.m., it was moved by Zupancich and seconded by Prebeg to open the public hearing on the Old Highway 169 Overlay Project and recess the regular meeting. The motion carried with Roskoski voting no and Stanaway absent.

Councilor Roskoski commented that the council and audience did not have any information on the project. The City Administrator said that the only property owner adjacent to the project was the State of Minnesota.

At 6:36 p.m., it was moved by Prebeg and seconded by Zupancich to close the public hearing on the Old Highway 169 Overlay Project and reconvene the regular meeting. The motion carried with Roskoski voting no and Stanaway absent.

The Mayor updated the Council on the following:

- “State of the City” address summary:
  1. The City is in excellent financial condition.
    - a. Reserves are solid with approximately \$1.2 million.
    - b. The 2010 Budget is balanced.
    - c. Dealing appropriately, since 2008, with local government aid and state aid reductions.

2. Capital Improvements for 2010.
  - a. Overlay of Old Highway 169. This was set up originally as a three year project. Approximately two and one-half miles have been completed and the remaining portion, about seven tenths of a mile, will be completed this year.
  - b. Downtown Vintage Streetscape Project. The work should be completed this year. A majority of the funding for this project came from a federal grant.
  - c. South Forest Grove. A housing project completed by the Economic Development Authority. The 20 lots are for sale, with prices ranging from \$10,000 to \$16,000.
  - d. Renewable Energy Park. The 39 acres park was finance 100% by State and IRRR grants.
  - e. Wind Energy Project in White Township. The EDA is continuing work on this project.
3. 200 9-2010 Private Development Projects that have been completed:
  - a. Northern Community Credit Union. Opened in January, 2009.
  - b. Holiday Inn Express. Opened in June of 2009.
  - c. Laurentian Clinic. Opened in August of 2009.
4. Miscellaneous Information:
  - a. Mountain Iron Public Library. Work is going to be completed in 2010 in the basement area.
  - b. Parks and Recreation.
    1. West Virginia. Adding a ballfield by the playground area.
    2. Wolf. Renovation of existing ballfield with a \$100,000 grant from IRRR.
    3. Ann's Acres. Adding playground equipment.
    4. Locomotive Park. Various improvements.
  - c. Renewable Energy Park. The City will be completing water and sewer work along with site grading.
5. Economic Development Improvements in 2010.
  - a. Perkins Restaurant. Under construction, scheduled to open in May 2010.
  - b. Convention Center located adjacent to the Holiday Inn Express. Construction may begin in 2010.
  - c. Mountain Timbers. The wood pellet plant is still scheduled and the owners are seeking financing.
  - d. Tentative Retail Development on the east side of Highway 53.

The Mayor concluded by saying that there is a global recession and the City of Mountain Iron is adding to their tax base. He said that the Council is moving forward with making Mountain Iron a better place to live and work.

It was moved by Skalko and seconded by Prebeg to authorize the partnership agreement with the Summer Work Outreach Project (SWOP) for 2010 in the amount of \$500 with the funds being expended from the Charitable Gambling Account. The motion carried unanimously on a roll call vote with Stanaway absent.

It was moved by Zupancich and seconded by Prebeg to adopt the memo of understanding between the City of Mountain Iron and AFSCME Local #453 with regard to a provision regarding Long Term Disability Insurance, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

The City Administrator updated the Council on the following:

- IRRR demolition program. Advising the public about the program for residential and commercial demolitions.
- Range Association of Municipalities and Schools. Announced a membership meeting on Friday, Feb. 19<sup>th</sup> in Hibbing.

The Council reviewed the December 2009 Statistic report from the Sheriff Department.

It was moved by Roskoski and seconded by Zupancich to direct Staff to publish two display advertisements, measuring two inch by two inch, in the January 24<sup>th</sup> and 31<sup>st</sup> editions of the Mesabi Daily News explaining Mountain Iron's basic calendar parking regulations. And further, to also place the same calendar parking regulations on the Public Television, Channel 7. After further discussion, Councilor Roskoski amended the motion to have staff decide on the advertisement size. The amended motion carried unanimously on a roll call vote with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to authorize payment request number four to Magney Construction Incorporated in the amount of \$51,784.50 for the Wastewater Treatment Facility Improvements. The motion carried on the following roll call vote: Prebeg, yes; Zupancich, yes; Roskoski, no; Skalko, yes; and Stanaway, absent.

It was moved by Zupancich and seconded by Prebeg to refer the Verizon Wireless unpaid ticket for erecting a sign without an off-site sign permit, in an area that is not permitted. The motion carried with Roskoski voting no and Stanaway absent.

No liaison reports were given.

It was moved by Roskoski and seconded by Skalko to adopt Ordinance Number 01-10, regulating the conduct of peddlers, solicitors, and transient merchants within the City of Mountain Iron, Minnesota, (a copy is attached and made a part of these minutes). After further discussion, Roskoski amended the motion to correct the reference numbers. Skalko supported the amendment. The amended motion carried with Stanaway absent.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 01-10, ordering improvement and preparation of plans for the Old Highway 169 improvements, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Zupancich and seconded by Skalko to set a Committee-of-the-Whole meeting with the City Council, the Public Safety and Health Board, and the Planning and Zoning Commission to discuss regulating rental properties for Monday, February 22, 2010,

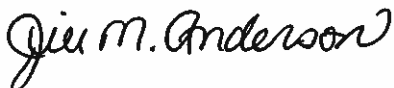
at 6:00 p.m. with Staff providing the current information and sample policies. The motion carried with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to authorize Sleeve's Bar to provide the on-sale liquor at the benefit for the Penny Syversrud at the Mountain Iron Community Center on Saturday, January 30, 2010. The motion carried with Stanaway absent.

It was moved by Roskoski and seconded by Skalko to authorize the Temporary On-sale Liquor License for the Virginia Regional Medical Center, for the Festival of Trees fundraiser, at the Mountain Iron Community Center on November 17, 18, and 19, 2010. The motion carried with Stanaway absent.

At 7:11 p.m., it was moved by Skalko and seconded by Zupancich that the meeting be adjourned. The motion carried with Stanaway absent.

Submitted by:



Jill M. Anderson, CMC/MMCA  
Municipal Services Secretary

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

## COMMUNICATIONS

1. Boundary Waters Drug Task Force, an invitation to an informational presentation on January 25<sup>th</sup> in Gilbert.

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	104,017.26
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	24.94
LICENSES	ANIMAL	50.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,200.00
BUILDING RENTALS	COMMUNITY CENTER	2,000.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	4,551.99
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	110.08
SALE OF PROPERTY	SALE OF PROPERTY	-
METER DEPOSITS	ELECTRIC	850.00
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
MISCELLANEOUS	REIMBURSEMENTS	500.00
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	3,937.42
CD INTEREST	CD INTEREST 301	424.66
BUILDING RENTALS	NICHOLS HALL	25.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	3,653.97
CD INTEREST	CD INTEREST 101	25.47
CD INTEREST	CD INTEREST 378	254.79
CD INTEREST	CD INTEREST 602	59.45
CD INTEREST	CD INTEREST 603	84.95
COPIES	COPIES	2.25
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	137,729.81
SPECIAL ASSESSMENTS	INTEREST-SP.ASSESS.-BONDS ISSU	589.89
FINES	CRIMINAL	1,181.72
BUILDING RENTALS	SENIOR CENTER	90.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	21.42
FINES	PARKING VIOLATIONS	15.00
Summary Totals:		<u>261,430.07</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
01/10	01/15/2010	138988	130011	MOUNTAIN IRON POSTMASTER	603-20200	335.40
01/10	01/21/2010	138989	10056	A T & T MOBILITY	101-20200	1,126.22
01/10	01/21/2010	138990	10008	AIRGAS NORTH CENTRAL	101-20200	125.24
01/10	01/21/2010	138991	105	ALEISHA KOICHEVAR	604-20200	317.88
01/10	01/21/2010	138992	130017	AMERICAN BANK	101-20200	78.57
01/10	01/21/2010	138993	10006	ANDERSON AUTO CENTER	101-20200	65.93
01/10	01/21/2010	138994	10019	ARMORY SHELL	301-20200	1,236.12
01/10	01/21/2010	138995	10001	ARROWHEAD ECONOMIC OPPORTUNI	101-20200	200.00
01/10	01/21/2010	138996	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	73.75
01/10	01/21/2010	138997	108	AUDREY SPICER	604-20200	147.79
01/10	01/21/2010	138998	20039	BIOSOLIDS DISPOSAL SITE	602-20200	5,941.62
01/10	01/21/2010	138999	20010	BISS LOCK INC	101-20200	150.00
01/10	01/21/2010	139000	20049	BOUND TREE MEDICAL	101-20200	1,664.08
01/10	01/21/2010	139001	107	CAROL GRUDEN	604-20200	106.95
01/10	01/21/2010	139002	30009	CITY OF GILBERT	101-20200	991.35
01/10	01/21/2010	139003	220003	CITY OF VIRGINIA	101-20200	755.98
01/10	01/21/2010	139004	30026	COMO LUBE & SUPPLIES INC	101-20200	102.60
01/10	01/21/2010	139005	30072	CW TECHNOLOGY	101-20200	324.87
01/10	01/21/2010	139006	101	DENISE MORGAN	101-20200	200.00
01/10	01/21/2010	139007	110005	DON KLEINSCHMIDT	101-20200	261.00
01/10	01/21/2010	139008	40006	DRIVER & VEHICLE SERVICE DIV	602-20200	464.00
01/10	01/21/2010	139009	40030	DULUTH CLINIC	101-20200	50.00
01/10	01/21/2010	139010	40027	DULUTH/SUPERIOR COMMUNICATION	101-20200	2,399.95
01/10	01/21/2010	139011	500012	ERA LABORATORIES INC	602-20200	413.80
01/10	01/21/2010	139012	50035	EVELETH SCENE	101-20200	35.00
01/10	01/21/2010	139013	50005	EXACT EYE CARE	101-20200	556.30
01/10	01/21/2010	139014	60038	FLEET SERVICES	101-20200	5,710.38
01/10	01/21/2010	139015	70016	GOPHER STATE ONE CALL INC	604-20200	21.90
01/10	01/21/2010	139016	70038	GREAT NORTHERN EQUIPMENT INC	101-20200	523.29
01/10	01/21/2010	139017	80022	HAWKINS INC	601-20200	926.83
01/10	01/21/2010	139018	90009	IRON OAKES FENCING	101-20200	1,560.00
01/10	01/21/2010	139019	104	JUNELLE JANKE OR RICHARD	604-20200	79.21
01/10	01/21/2010	139020	120006	L & M SUPPLY	101-20200	569.32
01/10	01/21/2010	139021	8037	LORI BJERKLIE	101-20200	200.00
01/10	01/21/2010	139022	130144	MAGNEY CONSTRUCTION INC	602-20200	51,784.50
01/10	01/21/2010	139023	130004	MESABI DAILY NEWS	603-20200	746.08
01/10	01/21/2010	139024	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
01/10	01/21/2010	139025	130063	MIB HOOP CLUB	101-20200	95.00
01/10	01/21/2010	139026	140026	MINNESOTA ENERGY RESOURCES	602-20200	7,714.69
01/10	01/21/2010	139027	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	5,325.50
01/10	01/21/2010	139028	130009	MINNESOTA POWER	604-20200	149,286.29
01/10	01/21/2010	139029	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	12,989.81
01/10	01/21/2010	139030	140048	NORTH COUNTRY HEATING	101-20200	803.16
01/10	01/21/2010	139031	140016	NORTHLAND SECURITIES	101-20200	771.50
01/10	01/21/2010	139032	150017	OFFICEMAX INCORPORATED	101-20200	899.73
01/10	01/21/2010	139033	160057	PHIL'S GARAGE DOOR SERVICE	101-20200	102.15
01/10	01/21/2010	139034	170001	QWEST	603-20200	512.43
01/10	01/21/2010	139035	180009	RANGE RECREATION CIVIC CENTER	101-20200	8,148.00
01/10	01/21/2010	139036	103	RANGE TREATMENT CENTER	101-20200	200.00
01/10	01/21/2010	139037	106	SAMANTHA LITTLER	604-20200	325.91
01/10	01/21/2010	139038	190085	ST CROIX RECREATION CO INC	101-20200	4,973.59
01/10	01/21/2010	139039	190016	ST LOUIS COUNTY AUDITOR	101-20200	442.93
01/10	01/21/2010	139040	1152	ST LOUIS COUNTY PHHS	604-20200	882.99
01/10	01/21/2010	139041	190061	SULLIVAN CANDY & SUPPLY	101-20200	191.32
01/10	01/21/2010	139042	4044	SUMMER WORK OUTREACH PROGRAI	230-20200	500.00
01/10	01/21/2010	139043	200020	THE TRENTI LAW FIRM	101-20200	406.43
01/10	01/21/2010	139044	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	6,206.40

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
01/10	01/21/2010	139045	210001	UNITED ELECTRIC COMPANY	604-20200	862.82
01/10	01/21/2010	139046	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	47,115.87
01/10	01/21/2010	139047	220020	VISA OR AMERICAN BANK CC PMT	101-20200	6,953.23
01/10	01/21/2010	139048	230005	WESCO DISTRIBUTION INC	604-20200	883.69
01/10	01/21/2010	139049	230028	WISCONSIN ENERGY CONSERVATION	604-20200	613.65
01/10	01/21/2010	139050	240001	XEROX CORPORATION	603-20200	596.88

Totals:

	<u>339,549.88</u>
Payroll-PP Ending 01/08/2010	56,445.85
Electronic Trans.-Sales Tax	<u>11,715.20</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$407,710.93</u></b>



**LETTER OF UNDERSTANDING**  
**Between**  
**THE CITY OF MOUNTAIN IRON**  
**And**  
**AFSCME LOCAL #453**

Whereas the parties are subject to a Collective Bargaining Agreement which includes a provision for Long Term Disability Insurance under Appendix E, the parties agree to amend the language in line one for clarification purposes as follows:

The City agrees to provide a long term disability policy for those employees who meet the average of 20 hours or more per week requirement, which shall commence coverage after 90 days of any illness or injury. The policy shall pay 66-2/3% of the employee's monthly gross earnings, based on an average of the previous 12 month period. The benefit will continue until age 65, and it shall be the responsibility of the employee to apply for PERA disability benefits and Social Security disability benefits as soon as eligible, no later than 24 months after the date of injury or illness. During the period of the employee's disability, the City shall continue to provide hospital/medical insurance, dental insurance, and life insurance benefits, at the same level as the employee received while an active employee for the first 24 months of the disability. After 24 months, the City may reduce the benefit to a single paid policy for an additional 12 months. In any event, the City provided benefits shall cease once Medicare benefits are secured or 36 months from the date of the disability, whichever occurs first. The employee can continue to purchase insurance benefits by paying the premiums if necessary.

For the City of Mt. Iron:

\_\_\_\_\_  
Mayor

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

For AFSCME Local Union #453:

\_\_\_\_\_  
President

\_\_\_\_\_  
Staff Representative



# 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

## ORDINANCE NUMBER 01-10

### AN ORDINANCE REGULATING THE CONDUCT OF PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS WITHIN THE CITY OF MOUNTAIN IRON, MINNESOTA

THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA DOES  
ORDAIN:

**SECTION 1. AMENDMENTS.** The text of Chapter 113 of the City Code is hereby repealed in its entirety and replaced with the following:

**SECTION 113.01 DEFINITIONS.** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**NON-COMMERCIAL DOOR-TO-DOOR ADVOCATE.** A person who goes door-to-door for the primary purpose of disseminating religious, political, social, or other ideological beliefs. For purpose of this Chapter, the term door-to-door advocate shall fall under the term solicitor and include door-to-door canvassing and pamphleteering intended for non-commercial purposes.

**PEDDLER.** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of offering for sale, displaying for exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, other personnel property, or services that the person is carrying or otherwise transporting. For purpose of this Chapter, the term peddler shall have the same common meaning as the term hawker.

**PERSON.** Any natural individual, group, organization, corporation, partnership, or similar association.

**PROFESSIONAL FUNDRAISER.** Any person, including a corporation or other entity, who, for compensation, performs any solicitations or other services for a religious, political, social, or other charitable organization.

**REGULAR BUSINESS DAY.** Any day during which the City hall is normally open for the purpose of conducting public business. Holidays defined by state law shall not be considered regular business days.

**SOLICITOR.** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. For purposes of this Chapter, the term solicitor shall have the same meaning as the term canvasser.

**TRANSIENT MERCHANT.** A person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering goods, wares, products, merchandise, or other personal property and who does not remain in any one location for more than fourteen (14) consecutive days.

**SECTION 113.03 EXCEPTIONS TO DEFINITIONS.** For the purpose of this chapter, the terms PEDDLER, SOLICITOR, and TRANSIENT MERCHANT shall not apply to:

- (A) Non-commercial door-to-door advocates. Nothing within this Chapter shall be interpreted to prohibit or restrict non-commercial door-to-door advocates. Person engaging in non-commercial door-to-door advocacy shall not be required to register as a solicitor under Section 113.13.
- (B) Any person selling or attempting to sell at wholesale any goods, wares, products, merchandise, or other personal property to a retail seller of the items being sold by the wholesaler.
- (C) Any person who makes initial contacts with other people for the purpose of establishing or trying to establish a regular customer delivery route for the delivery of perishable food and dairy products, such as baked goods or milk.
- (D) Any person making deliveries of perishable food and dairy products to the customers on his or her established delivery route.
- (E) Any person making deliveries of newspapers, newsletters, or other similar publications on an established customer delivery route, when attempting to establish a regular delivery route, or when publications are delivered to the community at large.

- (F) Any person conducting the type of sale commonly known as garage sales, rummage sales, or estate sales.
- (G) Any person participating in an organized multi-person bazaar or flea market.
- (H) Any person conducting an auction as a properly licensed auctioneer.
- (I) Any officer of the court conducting a court-ordered sale.

Exemption from these definitions shall not, for the scope of this chapter, excuse any person from complying with any other applicable statutory provision or requirement provided by this or any other City Chapter.

**SECTION 113.05 LICENSING; EXEMPTIONS.**

- (A) County license required. No person shall conduct business as a peddler, solicitor, or transient merchant within the City limits without first having obtained the appropriate license from the county as may be required by Minn. Stat. ch. 329, as it may be amended from time to time, if the county issues a license for the activity.
- (B) City license required. Except as otherwise provided for by this Chapter, no person shall conduct business within this jurisdiction as a peddler or a transient merchant without first obtaining a City license. Solicitors need not be licensed, but are required to register with the City pursuant to Section 113.13.
- (C) Application. An application for a City license to conduct business as a peddler or transient merchant shall be made at least fourteen (14) regular business days before the applicant desires to begin conducting a business operation within the City. Application for a license shall be made on a form approved by the City Council and available from the office of the City Administrator. All applications shall be signed by the applicant. All applications shall include the following information:
  - (1) The applicant's full legal name.
  - (2) Any and all other names under which the applicant has or does conduct business, or to which the applicant will officially answer to.
  - (3) A physical description of the applicant (hair color, eye color, height, weight, any distinguishing marks or features, and the like).
  - (4) Full address of applicant's permanent residence.
  - (5) Telephone number of applicant's permanent residence.

- (6) Full legal name of any and all business operations owned, managed, or operated by applicant, or for which the applicant is an employee or an agent.
- (7) Full address of applicant's regular place of business, if any exists.
- (8) Any and all business-related telephone numbers of the applicant, including cellular phones and facsimile (fax) machines.
- (9) The type of business for which the applicant is applying for a license.
- (10) Whether the applicant is applying for an annual or daily license.
- (11) The dates during which the applicant intends to conduct business. If the applicant is applying for a daily license, the number of days he or she will be conducting business within the City, with a maximum of fourteen (14) consecutive days.
- (12) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up his or her business.
- (13) A statement as to whether or not the applicant has been convicted with the last five (5) years of any felony, gross misdemeanor or misdemeanor for violating any state or federal statute or any local Chapter, other than minor traffic offenses.
- (14) A list of the three (3) most recent locations where the applicant has conducted business as a peddler or transient merchant.
- (15) Proof of any required county license.
- (16) Written permission of the property owner or the property owner's agent for any location to be used by a transient merchant.
- (17) A general description of the items to be sold or services to be provided.
- (18) Any and all additional information as may be deemed necessary by the City Council.
- (19) The applicant's driver's license number or other acceptable form of identification.
- (20) The license plate number, registration information, vehicle identification number (VIN) and physical description for any vehicle to be used in conjunction with the licensed business operation.

- (D) Fee. All applications for a license under this chapter shall be accompanied by the fee established by City Resolution as it may be amended from time to time.
- (E) Procedure. Upon receipt of the application and payment of the license fee, the City Administrator will, within two (2) regular business days, determine if the application is complete. An application will be considered complete if all required information is provided. If the City Administrator determines that the application is incomplete, the City Administrator must inform the applicant of the required, necessary information that is missing. If the application is complete, the City Administrator must order any investigation, including background checks, necessary to verify the information provided with the application. Within ten (10) regular business days of receiving a complete application the City Administrator must issue the license unless grounds exist for denying the license application under Section 113.07, in which case the clerk must deny the request for a City peddler or transient merchant license. If the City Administrator denies the license application, the applicant must be notified in writing of the decision, the reason for denial and the applicant's right to appeal the denial by requesting, within twenty (20) days of receiving notice of rejection, a public hearing before the City Council. The City Council shall hear the appeal with twenty (20) days of the date of the request for a hearing. The decision of the City Council following the public hearing can be appealed by petitioning the Minnesota Court of Appeals for a writ of certiorari.
- (F) Duration. An annual license granted under this Chapter shall be valid for one calendar year from the date of issuance. All other licenses granted to peddlers and transient merchants under this Chapter shall be valid only during the time period indicated on the license.
- (G) Professional fundraisers not exempt. A professional fundraiser working on behalf of an otherwise exempt group or person shall not be exempt from the licensing requirements of this Chapter.
- (H) License exemptions.
  - (1) No license shall be required for any person to sell or attempt to sell, or to take or attempt to take orders for, any product grown, produced, cultivated, or raised on any farm.
  - (2) No license shall be required for any person going from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement for the primary purpose of exercising that person's state or federal constitutional rights such as the freedom of speech, freedom of the press, freedom of religion, and the like. This exemption will not apply if the person's exercise of constitutional rights is merely incidental to what would properly be considered a commercial activity.

**SECTION 113.07 LICENSE INELIGIBILITY.** The following shall be grounds for denying a peddler or transient merchant license:

- (A) The failure of an applicant to obtain and demonstrate proof of having obtained any required county license.
- (B) The failure of an applicant to truthfully provide any information requested by the City as part of the application process.
- (C) The failure of an applicant to sign the license application.
- (D) The failure of an applicant to pay the required fee at the time of application.
- (E) A conviction with the past five (5) years of the date of application for any violation of any federal or state statute or regulation, or of any local Chapter, which adversely reflects upon the person's ability to conduct the business for which the license is being sought in a professional, honest and legal manner. Such violations shall include, but are not limited to, burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person.
- (F) The revocation with the past five (5) years of any license issued to an applicant for the purpose of conducting business as a peddler, solicitor, or transient merchant.
- (G) When an applicant has a bad business reputation. Evidence of a bad business reputation shall include, but is not limited to, the existence of more than three (3) complaints against an applicant with the Better Business Bureau, the Office of the Minnesota Attorney General or other state attorney general's office, or other similar business or consumer rights office or agency, with the preceding twelve (12) months, or three (3) complaints filed with the City against an applicant within the preceding five (5) years.

**SECTION 113.09 LICENSE SUSPENSION AND REVOCATION**

- (A) Generally. Any license issued under this section may be suspended or revoked at the discretion of the City Council for violation of any of the following:
  - (1) Subsequent knowledge by the City of fraud, misrepresentation or incorrect statements provided by an applicant on the application form.
  - (2) Fraud, misrepresentation or false statements made during the course of the licensed activity.
  - (3) Subsequent conviction of any offense to which the granting of the license could have been denied under Section 113.07.

- (4) Engaging in any prohibited activity as provided under Section 113.15 of this Chapter.
- (5) Violation of any other provision of this Chapter.
- (B) Multiple persons under one license. The suspension or revocation of any license issued for the purpose of authorizing multiple persons to conduct business as peddlers or transient merchants on behalf of the licensee shall serve as a suspension or revocation of each authorized person's authority to conduct business as a peddler or transient merchant on behalf of the licensee whose license is suspended or revoked.
- (C) Notice. Prior to revoking or suspending any license issued under this chapter, the City shall provide a license holder with written notice of the alleged violations and inform the licensee of his or her right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, of if no residential address is listed, to the business address provided on the license application.
- (D) Public Hearing. Upon receiving the notice provided in part (C) of this section, the licensee shall have the right to request a public hearing. If no request for a hearing is received by the City Administrator within ten (10) days following the service of the notice, the City may proceed with the suspension or revocation. For the purpose of a mailed notice, service shall be considered complete as of the date the notice is placed in the mail. If a public hearing is requested within the stated time frame, a hearing shall be scheduled within twenty (20) days from the date of the request for the public hearing. Within three (3) regular business days of the hearing, the City Council shall notify the licensee of its decision.
- (E) Emergency. If, in the discretion of the City Council, imminent harm to the health or safety of the public may occur because of the actions of a peddler or transient merchant licensed under this Chapter, the City Council may immediately suspend the person's license and provide notice of the right to hold a subsequent public hearing as prescribed in part (C) of this section.
- (F) Appeal. Any person whose license is suspended or revoked under this section shall have the right to appeal that decision in court.

**SECTION 113.11 LICENSE TRANSFERABILITY.** No license issued under this chapter shall be transferred to any person other than the person to whom the license was issued.

**SECTION 113.13 REGISTRATION.**

- (A) All solicitors and any person exempt from the licensing requirements of this Chapter under Section 113.05 shall be required to register with the City prior to



engaging in those activities. Registration shall be made on the same form required for a license application, but no fee shall be required. Immediately upon completion of the registration form, the City Administrator shall issue to the registrant a certificate of registration as proof of the registration. Certificates of registration shall be non-transferrable.

- (B) Individuals that will be engaging in non-commercial door-to-door advocacy shall not be required to register.

**SECTION 113.15 PROHIBITED ACTIVITIES.** No peddler, solicitor, transient merchant, non-commercial door-to-door advocate, or other person engaged in other similar activities shall conduct business in any of the following manner:

- (A) Calling attention to his or her business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.
- (B) Obstructing the free flow of traffic, either vehicular or pedestrian, on any street, sidewalk, alleyway, or other public right-of-way.
- (C) Conducting business in a way as to create a threat to the health, safety, and welfare of any specific individual or the general public.
- (D) Conducting business before 8 a.m. or after 8 p.m.
- (E) Failing to provide proof of license, or registration, and identification when requested.
- (F) Using the license or registration of another person.
- (G) Alleging false or misleading statements about the products or services being sold, including untrue statements of endorsement. No peddler, solicitor, or transient merchant shall claim to have the endorsement of the City solely based on the City having issued a license or certificate of registration to that person.
- (H) Remaining on the property of another when requested to leave.
- (I) Otherwise operating their business in any manner that a reasonable person would find obscene, threatening, intimidating or abusive.

**SECTION 113.17 EXCLUSION BY PLACARD.** Unless specifically invited by the property owner or tenant, no peddler, solicitor, transient merchant, non-commercial door-to-door advocate, or other person engaged in other similar activities shall enter onto the property of another for the purpose of conducting business as a peddler, solicitor, transient merchant, non-commercial door-to-door advocate, or similar activity when the property is marked with a sign or placard:

- (A) At least four inches long.
- (B) At least four inches wide.
- (C) With print of at least 48 point in size.
- (D) Stating “No Peddlers, Solicitors or Transient Merchants,” “Peddlers, Solicitors, and Transient Merchants Prohibited,” or other comparable statement.

No person other than the property owner or tenant shall remove, deface, or otherwise tamper with any sign or placard under this section.

**SECTION 113.19 PENALTY.** Any individual found in violation of any provision of this Chapter shall be a guilty of a misdemeanor.

**SECTION 113.21 SEVERABILITY.** If any provision of this Chapter is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

**SECTION 2. INCONSISTENT ORDINANCES.** Any inconsistent Ordinances or parts thereof are hereby repealed and replaced with the provision of this Ordinance.

**SECTION 3. EFFECTIVE DATE.** This Ordinance becomes effective on the date of its publication, or upon the publication of a summary of the Ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

**DULY ADOPTED BY THE CITY COUNCIL THIS 20<sup>th</sup> DAY OF JANUARY, 2010.**

Attested:

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

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



# 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 01-10

### ORDERING IMPROVEMENT AND PREPARATION OF PLANS

**WHEREAS**, a Resolution of the City Council adopted the 2<sup>nd</sup> day of November, 2009, fixed a date for a City Council hearing on Improvement No. MI09-28, the proposed improvement of Old Highway 169 from approximately 0.7 miles east of the western City Limits to the western city limits by overlayment, and

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 20<sup>th</sup> day of January, 2010, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the City Council Resolution adopted 2<sup>nd</sup> day of November, 2009.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Benchmark Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

**DULY ADOPTED BY THE CITY COUNCIL THIS 20<sup>th</sup> DAY OF JANUARY, 2010.**

ATTEST:

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

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

**COUNCIL LETTER 020110-IVA1**

**MAYOR SKALKO**

**DONATION TO THE ANNUAL  
MARK "BUSH" PREBEG  
SNOWMOBILE RUN**

**DATE:** January 27, 2010

**FROM:** Mayor Gary Skalko

---

Background information provided by Mayor Skalko:

Donate to the annual run. All proceeds from the fund raiser go to the VRMC Diabetes Center.

- Local Government Aid. Advised the Council that the proposed reductions for the City of Mountain Iron are proposed at approximately \$173,000 in 2009 and \$188,000 for 2010, for a total loss of approximately \$361,000 over two years.
- Mesaba Nugget. He informed the Council that he met with an official of the Mesaba Nugget project in Hoyt Lakes and they are scheduled to be open this Fall.

It was moved by Skalko and seconded by Zupancich to authorize a contribution of \$250 to the Virginia Regional Medical Center Diabetes Center for the Mark “Bush” Prebeg Memorial Snowmobile Ride with the funds being expended from the Charitable Gambling Fund. Skalko amended his motion to proclaim that “Mark “Bush” Prebeg Diabetes Awareness Day” for the day of the snowmobile ride, as long as the fundraiser is conducted, (a copy is attached and made a part of these minutes). Zupancich supported the amendment. The amended motion carried unanimously.

It was moved by Roskoski and seconded by Skalko to authorize the assistance of the Sheriffs Department for traffic control and the Public Works Department to assist with some snow removal along Highway 169 for the February 21, 2009, Snowmobile Ride. The motion carried.

It was moved by Stanaway and seconded by Prebeg to authorize the Municipal Services Secretary to attend the 2009 Minnesota Clerks and Finance Officers Association Conference at City expense. The motion carried unanimously on a roll call vote.

The City Administrator updated the Council on the following:

- Range Association of Municipalities and Schools (RAMS). He received a message from Mr. Dicklich from RAMS requesting information from the Iron Range Communities for the proposed projects for the economic stimulus package. The Mountain Iron projects include: Wastewater Treatment Plant, Unity Drive extension from Emerald Avenue to South Grove, and the Energy Park.
- Economic Development Authority (EDA). He advised the Council that the EDA did authorize to apply to the loan program through Iron Range Resources for commercial rehabilitation. He said that he had received three loan requests from businesses.

During the Liaison Reports the following was discussed:

- Public Safety and Health Board. Councilor Stanaway said that the Board discussed the following: 1) handicapped parking area, lack of available parking, by the Mountain Iron-Buhl School to be sent to the Street and Alley Committee; 2) to consider designating a day for a City wide street and alley cleanup day; and 3) classes that are available for the fire department members if they were interested in attending.

It was moved by Roskoski and seconded by Stanaway to have the Director of Public Works review the handicapped parking places available by the Mountain Iron-Buhl High School



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## **PROCLAMATION**

*WHEREAS, Mark "Bush" Prebeg, was a resident of the City of Mountain Iron; and*

*WHEREAS, Mark "Bush" Prebeg was a graduate from Mountain Iron High School; and*

*WHEREAS, Mark "Bush" Prebeg passed away on June 4, 2002 from complications related to diabetes.*

*WHEREAS, Mark "Bush" Prebeg's family has conducted a fundraiser/memorial snowmobile ride annually following his death with the funds being dedicated to the Diabetes Center at the Virginia Regional Medical Center.*

*NOW, THEREFORE in recognition of the 8<sup>th</sup> Annual Mark "Bush" Prebeg Memorial Snowmobile Ride, I, Gary Skalko, Mayor of the City of Mountain Iron, on behalf of the City Council, do hereby proclaim February 20, 2010 as:*

***"MARK "BUSH" PREBEG DIABETES AWARENESS DAY".***

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Mountain Iron this 20<sup>th</sup> day of January, 2010.*

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

(Seal)

# COUNCIL LETTER 020110-IVB1

## ADMINISTRATION

### ARROWHEAD AMATEUR SPORTS COMPLEX

**DATE:** January 27, 2010  
**FROM:** Craig J. Wainio  
City Administrator

---

As requested by the City Council, staff has researched other similar facilities to the proposed Arrowhead Amateur Sports Complex. There are two of these types of facilities within the State, one is the National Volleyball Center in Rochester and the other is the Minneapolis Sports Center.

The Minneapolis Sports Center is a 50,000 square foot facility located in downtown Minneapolis, please see attached description. This facility is a joint effort between the Minneapolis School District and the Midtown YWCA. The construction and ownership were provided by the School District and the YWCA leases the building at an amount to cover the debt service for the construction of the facility. Under this arrangement, the YWCA runs and maintains the entire facility with no other involvement of the School District. Due to the non-profit nature of the YWCA they were reluctant to provide any concrete operations and maintenance costs for the facility, as well as how those costs were paid. From what staff ascertained from the discussions is that the facility has a full time staff of 2 to 4 people, including a manager and the costs were in the \$1.25 to \$1.75 range per square foot annually.

Eleven years ago the National Volleyball Center was constructed adjacent to Central High School in Rochester, please see attached description. This project was a joint project between the City and the Amateur Sports Commission, with the school providing the land, the City providing \$1,000,000 and the Commission providing \$2,500,000 for the construction of the 75,000 square foot facility. The City owns the building and leases the land from the School District for \$1 a year. The facility is shared between the City and the School District, with the district having use during the school days and the City having use during any other days and times when school is not in session. Rochester School District provides the maintenance and engineering for the facility while the City provides the management; all costs from the district and the City are billed to the National Volleyball Center. The City provided a full-time manager for the facility and also bills the facility for a portion of the manager's supervisor's time. Revenue is solely generated through rental rates for the use of the facility, which in 2008 was

\$301,000, for the same period, the total management, operations and maintenance of the facility was \$304,000. In discussions with the facilities manager, he indicated that if the facility were to make money, then the City would be required to pay the School 1/3, the State 1/3 and the City would keep 1/3, therefore, it Staffs belief that the management, operations and maintenance costs will always be above the revenue number which would skew the actual operational costs.

As for the Arrowhead Amateur Sports Complex operating costs, it is estimated that they will range from \$1 to \$1.25/square foot. The building is 50,000 square feet. Therefore, operating and maintenance costs will range from \$50,000 to \$62,500 annually. With the following revenue streams: \$25,000 annual capital lease from MIB schools, \$25,000 annual city contribution, \$10,000 annual capital lease from area schools, \$10,000 annual ticket surcharge, \$5,000 annual sports camp fees, \$5,000 annual tournament fees for at total of \$80,000 annually available. Based upon Staff's discussion with the other facilities presented here, it is entirely possible that the operations and maintenance costs presented by the architect are achievable and the revenue projections from the use of the facility may be at bit conservative. The main issue in hitting the proposed operations and maintenance numbers is how the management of the facility is going to differ from the management of the Minneapolis Sports Center and the National Volleyball Center.



health & fitness

child care

community programs

jobs

volunteer

[Children's Center at Abbott Northwestern Hospital](#)

[Cityview School](#)

[Downtown](#)

[Midtown](#)

[Minneapolis Sports Center](#)

[North Commons](#)

[Uptown](#)

[Home](#) > [Locations](#) > Minneapolis Sports Center

## Minneapolis Sports Center

### Location & Hours

**Address / Phone**  
At the Midtown YWCA  
2121 East Lake Street  
Minneapolis, MN 55407  
612-215-4321

#### Hours

**Fall/Winter/Spring**  
Mon - Fri: 6:00 pm - 11:00 pm  
Sat & Sun: 8:00 am - 9:00 pm

**Summer**  
Mon - Fri: 6:00 am - 11:00 pm  
Sat & Sun: 7:30 am - 9:00 pm

With space for multiple events, practices and games every evening and weekend, we encourage you to reserve time now for your team, group or league to play. A central location, free parking, and support from local neighborhood groups makes the Minneapolis Sports Center a vibrant and truly community-based sports center. We have the largest indoor Sports Center in the Twin Cities.

### Facilities

The Minneapolis Sports Center has 50,000 square feet of space available. The space is completely air conditioned and heated. Space can be configured to include:

- 4 basketball courts
- 2 tennis courts
- 1 indoor soccer field
- 1 team handball courts
- 4 volleyball courts

The space also includes a 200-meter track, long jump and pole vault pit.

Consider using the Minneapolis Sports Center for the following sports:

- |              |  |
|--------------|--|
| • Basketball | • Cricket                                    |
| • Soccer     | • Lacrosse                                   |
| • Volleyball | • Baseball/Softball practice (batting cages) |
| • Handball   | • Golf                                       |
| • Tennis     | • Track and Field                            |
| • Rugby      | • Floor Hockey                               |

Consider using the Minneapolis Sports Center for the following activities:

- |                     |                    |
|---------------------|--------------------|
| • Tournaments       | • Referee training |
| • Large meetings    | • Birthday parties |
| • Family Gatherings | • Camps            |
| • Practice space    | • Graduations      |
| • Leagues           | • Conventions      |
| • Clinics           |                    |

### Programs & Services

Largest indoor track in the Twin Cities  
Adjacent to the Midtown YWCA  
Facility Rentals

---

**YWCA of Minneapolis** - 1130 Nicollet Mall, Minneapolis, MN 55403  
Phone: 612-332-0501 • Fax: 612-332-0500 • Email: [ywca@ywcampis.org](mailto:ywca@ywcampis.org)

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# CITY OF ROCHESTER, MINNESOTA

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## National Volleyball Center

The National Volleyball Center is a multi-use building, which is highly tuned for the sport of volleyball. Located adjacent to Century High School, it gives southern Minnesota a sporting complex surpassed by none. The building and equipment are of world class standards, from the Bio-Cushion II floor to the Olympic quality lighting. There are eight courts within the Center with three additional courts in Century High School.

There is on-court seating at each court for 60 people. Additional spectator areas are available in the upstairs mezzanine. Center court in the High School Gym has seating for 2,000.

### Rental Rates

Volleyball - \$27 +tax /hour per court

Basketball - \$54 +tax /hour per court

### Programs

- [Open Volleyball](#)
- [Adult Leagues](#)
- [Adult Tournaments](#)
- Adult Skills Clinic
- [USAV Juniors Events](#)
- [Youth Volleyball](#)
- [Summer H.S. League](#)
- [Summer Camps & Clinics](#)
- Private Lessons

### Directions

**From the Twin Cities:** Exit off Hwy 52 at the 37th/41st street NW exit. Go straight through the 41st street light. Take a left at the 37th street light. Continue on 37th street for approximately 4.8 miles. You will go straight through 6 sets of stop lights and turn left at the 7th set of stop lights (Viola Road) turn left. You should see the Volleyball center off to your left it is connected to Century High School.

**From the South:** Take Hwy 63 into town until you come to the Hwy 14 East intersection. Take the right hand exit as you approach this light, as if you were going to Winona. Go straight through 4 sets of lights and turn left at

the 5th light (County Road 22). Follow this road just over 3 miles. Turn right on Viola Road. You will see the National Volleyball Center to your left once you turned at the light, we are attached to Century High School.

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# CITY OF MOUNTAIN IRON

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## MEMO

TO: Craig J. Wainio, City Administrator

FROM: Jill M. Anderson, Municipal Services Secretary *jma*

DATE: January 25, 2010

RE: Request for Attendance at MCFOA Annual Conference

I would like to submit a request to the City Council for authorization to attend the 2010 MCFOA Conference from March 16-19, 2010, in St. Cloud, Minnesota. I have attended this conference for the past 22 years and found it to be an asset to my position. There is a portion of this training that would be mandatory for Election training. Along with the excellent classes offered, there is an opportunity to network with Clerks and Finance Officers from around the State. I am also currently serving as Director at Large on the MCFOA Board.

The following is an estimate of the costs for the training:

Registration	\$200 (if submitted by February 12 <sup>th</sup> )
Hotel (3 nights)	\$315
Mileage 400 @ .55/mile	\$200
Meals	<u>\$ 60</u>
TOTAL	\$775

Your consideration concerning this matter is greatly appreciated.

# Agenda



## TUESDAY, MARCH 16, 2010

- 12:30-1:00 PM On-Site Check-in for Half-Day Workshops (CHOOSE ONE)  
1:00-4:30 **2010 Elections: Process in the Spotlight**  
1:00-4:30 **Leaving No Rock Unturned**  
Identifying the options and understanding the trade-offs to help your city remain on solid financial ground.  
5:00-8:00 On-Site Conference Check-In  
7:00-9:00 Informal Conference Gathering — Storytelling and networking

## WEDNESDAY, MARCH 17, 2010

- 8:00 AM On-Site Conference Check-In  
9:00 Welcome and Presentation of Colors  
9:15 **OPENING KEYNOTE ADDRESS: The Power of Positive Choice**  
10:15 Break  
10:45 **CONCURRENT SESSIONS I (CHOOSE ONE)**  
1. Creating a More Respectful Workplace by Appreciating Generational Differences  
2. Home Occupations: A Growing Concern  
3. A First Aid Kit of Essential Information (Part 1)  
4. Teamwork Makes the Dream Work  
12:00 NOON Luncheon and MCMC & CMC Recognition Awards  
1:15 PM **CONCURRENT SESSIONS II (CHOOSE ONE)**  
5. Fund Accounting — Where Do I Code This?  
6. Committees that Work: Common Traps & Creative Solutions  
7. A First Aid Kit of Essential Information (Part 2)  
8. How Do We Prepare our Next Generation of Talent to "Move Up?"  
9. Coaching to Improve Performance: Be Good or Be Gone (Part 1)  
2:30 Break  
2:45 **CONCURRENT SESSIONS III (CHOOSE ONE)**  
10. Various Benefit Plans: What Qualifies & How to Administer  
11. HR and Technology: For Better or For Worse?  
12. Surviving an OSHA Inspection  
13. Rebuilding Morale in Tough Times  
14. Coaching To Improve Performance: Be Good or Be Gone (Part 2)  
4:15-5:15 15. Roundtables for Small Cities (pop. under 5,000)  
5:15-6:30 The Spirit of MCFOA (snacks, beverages, etc.)  
Formal greetings, introductions & "getting to know you" activities  
4:00 Free Time to visit the City of St. Cloud  
(note: Dinner is NOT included in registration fee)  
8:00-12:00 Dance with DJ

## THURSDAY, MARCH 18, 2010

- 8:00 AM Sit Down Breakfast  
MCFOA Business Meeting, Oath of Office and Awards  
9:20 **GENERAL SESSION: Election Training**  
10:30 Refreshment Break  
10:30 Exhibits Open until 4:00 PM  
Silent Auction Opens  
11:00 **CONCURRENT SESSIONS IV (CHOOSE ONE)**  
16. Preparing for Your Retirement  
17. Managing a Budget in Tough Economic Times (update to 2009)  
18. Gambling Licensing #101  
19. Trick or Tweet: Benefits & Bogeymen of Social Media  
20. Orienting New Council, Board & Commission Members  
12:15 NOON Lunch in the Exhibit Area  
1:45 PM **CONCURRENT SESSIONS V (CHOOSE ONE)**  
21. The Consequences of Unmanaged Stress and How to Build Resistance  
22. PERA and Financial Planning for New and Mid-Career Employees  
23. Liquor Licensing  
24. Data Practices, Record Retention and Social Media: Which of These Is Not Like the Others?  
3:00 Refreshment Break in Exhibit Area  
4:00 Exhibits Close  
Silent Auction Closes/Winners Pay and Pick Up Merchandise  
4:00 Free Time  
6:00 Reception  
7:00 Banquet  
8:30-12:00 Dance

## FRIDAY, MARCH 19, 2010

- 8:00 AM Light Refreshments  
8:30 **FINALE GENERAL SESSION:**  
**Overcoming Obstacles to Achieve Success**  
10:30-11:30 Brunch, and CEU Certificate pick-up

### *Pay It Forward Example*

City of Plymouth sponsors Habitat for Humanity building team each year.

### *Pay It Forward Example*

At its annual Business Breakfast, City of Hanover collected toys and food items to donate to the local food shelf.

**COUNCIL LETTER 020110-IVC1**

**PUBLIC WORKS**

**HOIST REPAIR QUOTES**

**DATE:** January 27, 2010  
**FROM:** Don Kleinschmidt  
Director of Public Works

---

The following are quotes received for the repair of the lifting hoist channels at the City garage.

The current hoist channels have deteriorated to a point where the hoist is no longer adjustable.

- (1) Lenci Enterprises \$10,979.00
- (2) Magney Construction \$11,875.00

Staff is recommending award of the quote to Lenci Enterprises at their quote of \$10,979.00.

**COUNCIL LETTER 020110-IVC2**

**PUBLIC UTILITIES**

**WASTE WATER AND  
ELECTRICAL RATES**

**DATE:** January 27, 2010

**FROM:** Utility Advisory Board

Don Kleinschmidt  
Director of Public Works

---

The Utility Advisory Board will be meeting on Thursday to discuss and recommend changes to the Waste Water and Electrical Rates, these rates will then be forwarded to the City Council for consideration.



# Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40



January 20, 2010

City of MT Iron  
Craig Waino  
8586 Enterprise Drive  
Mountain iron, MN 55768

Re: Lease #144-012-0204  
Scenic Overlook and Road r-o-w; S3 T58N R18W  
St Louis County

Dear Lessee:

Enclosed are two copies of the above lease. Please sign on the third page of each lease along with the date. Return all copies to this office within 30 days. When the lease is completed by the State we will send you a copy for your records.

*\* If the person signing is not directly named as LESSEE on the lease, official documentation authorizing that person to sign on behalf of the LESSEE is required.*

Please remit \$280, made payable to the Minnesota Department of Natural Resources. This payment will cover the lease through September 30, 2010.

Also, please send to this office proof of insurance by providing the State with a certificate of insurance by an insurance carrier licensed to do business in Minnesota. The certificate must list the State as an additional insured; list the above lease number and the amounts of \$500,000 per individual and \$1,500,000 per occurrence. Please refer to Term A within EXHIBIT B of the lease.

Please do not make any changes to the lease. If you have changes, questions, or concerns regarding this lease, please call me at (651) 259-5954.

Sincerely,

  
Mark Westin  
Realty Specialist  
Division of Lands and Minerals

Enclosure



Lease Number 144-012-0204
Field Unit Region 2 234 Hibbing Forestry

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S., sec. 89.17, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee City of Mountain Iron		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) Attn: Craig Waino 8586 Enterprise Drive Mountain Iron, MN 55768		
Lease Fee \$ 1,450.00	Fee Payment Schedule: \$280 at execution of lease and \$130 due by October 1 each year of the term	
Term Ten (10 ) Year	Effective Date October 1, 2009	Termination Date September 30, 2019
Purpose of Lease Scenic Overlook and Road r-o-w		County St. Louis County

**IT IS AGREED AS FOLLOWS:**

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:  
  
Those parts of the NE/SE and NW/SE, Section 3, Township 58 North, Range 18 West, St Louis County, containing 2.9 acres more or less and as approximately shown on the attached map which is made part of this lease.  
  
and herein referred to as the "Premises".
2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.
3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **TERMINATION:** This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 89.17 may be canceled for just cause at any time by LESSOR.  
  
LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.
9. **HOLDOVER:** LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.
10. **LEASE PAYMENTS:** The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.
11. **UTILITIES:** LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
12. **ALTERATIONS:** The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.
13. **NO WAIVER:** No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.
14. **TAXES:** The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.
15. **LIABILITY:** This lease shall not be construed as imposing any liability on the LESSOR for injury or damage to the person or property of the LESSEE or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect. The LESSEE shall indemnify and hold harmless the LESSOR from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
16. **NOTICES:** Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.
17. **TRANSFERS:** This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.
18. **PUBLIC RECREATION USE:** The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

19. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.
20. ADDITIONAL TERMS:  
See EXHIBIT B

**TESTIMONY WHEREOF, the parties have set their hands in duplicate.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

<b>By</b>	<b>Date</b>
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**KATHY A. LEWIS  
ASSISTANT DIRECTOR  
DIVISION OF LANDS AND MINERALS**

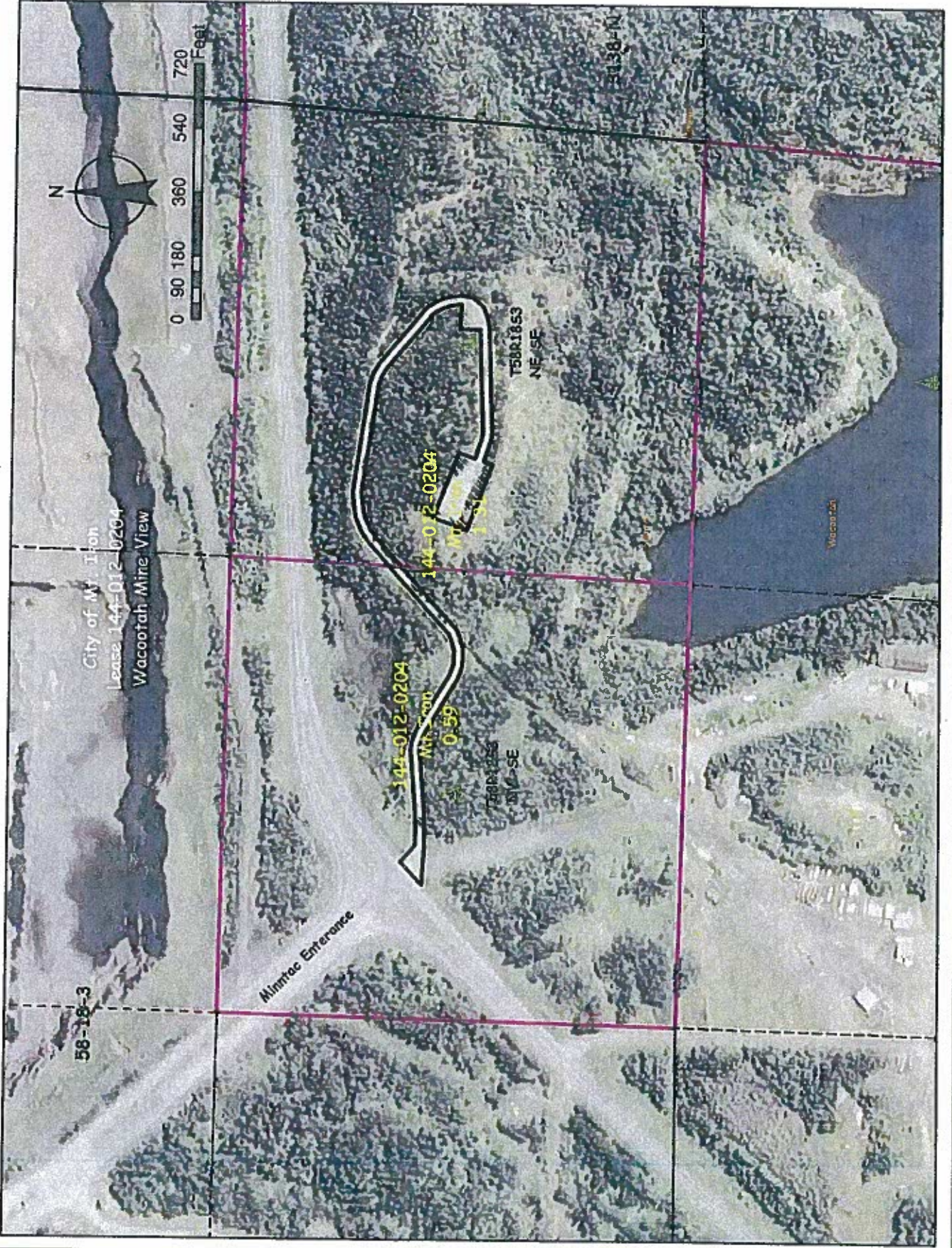
<b>Lessee (Individual's Name or Name of Entity)</b>	
<b>Authorized Signatures &amp; Title (If an Entity)</b>	<b>Date</b>
<b>Authorized Signatures &amp; Title (If an Entity)</b>	<b>Date</b>

**EXHIBIT A**  
**Legal Description**  
**LEASE #144-012-0204**  
**City of Mt Iron**  
**Scenic Overlook & Road R-O-W**

That part of the NE/SE and NW/SE, Section 3, Township 58 North, Range 18 West, St Louis County; containing 2.9 acres more or less and is as shown on the attached map which is made a part of this lease.

**EXHIBIT B**  
**Additional Terms**  
**LEASE #144-012-0204**  
**Scenic Overlook and Road r-o-w**  
**City of Mt. Iron, MN**

- A. LESSEE shall procure liability insurance, naming the State as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the LESSEE shall provide the LESSOR with a certificate of insurance indicating the required coverage and the LESSEE shall periodically provide the LESSOR with evidence of insurance as the LESSOR may request. The policy shall provide that the LESSOR be notified ten days prior to the cancellation or termination of the policy. The LESSEE shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the LESSEE shall provide whatever amount of insurance is required by that change within 30 days after the LESSOR notifies the LESSEE of the change.
- B. During the term of this lease, the LESSEE agrees that it will erect and maintain fencing or other barriers along the outside perimeter of any inactive excavation, open pits or shaft located on the leased premises. The fencing or barriers shall meet the requirements of Minnesota Statutes, sec. 180.03.
- C. LESSEE shall implement erosion control practices as necessary and as directed by the Department of Natural Resources field manager to prevent deterioration of stock pile slopes.
- D. This lease is subject to lease #144-012-0056 to United States Steel Corporation.
- E. This site is infested with  buckthorn,  garlic mustard,  Yellow Tansy,  exotic earthworms. LESSEE shall avoid traveling through or parking in infested areas. LESSEE shall time operations to avoid spreading seed. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
- F. All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
- G. The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
- H. The LESSEE must follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.



City of Mt. Zion  
Lease 144-012-0204  
Wacoona Mine View



T580183  
NE/SE

T580183  
NW/SE

144-012-0204  
Mt. Zion  
0.59

Mimzac Entrance

58-18-3

Wacoona

**COUNCIL LETTER 020110-VIC**

**ADMINISTRATION**

**RESCHEDULE MEETING**

**DATE:** January 27, 2010  
**FROM:** Craig J. Wainio  
City Administrator

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The City Council will need to reschedule the City Council meeting set for February 15<sup>th</sup> due to the Presidents Day Holiday.



**COUNCIL LETTER 020110-VIII**  
**NEGOTIATIONS COMMITTEE**  
**CLOSED MEETING**

**DATE:** January 27, 2010

**FROM:** Negotiations Committee

Craig J. Wainio  
City Administrator

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The City Council may enter into a Closed Meeting to discuss contract negotiations strategies with AFSCME Local Union #453.

COMMUNICATIONS  
FEBRUARY 1, 2010

1. Mountain Iron Senior Citizens, a thank you for the contribution to their Christmas party.
2. Mountain Iron-Buhl Hoop Club, a request to waive the building rental fees for the building. (No reservation dates have been set.)
3. Mountain Iron-Buhl High School, Class of 2010, a request for a donation for the All Night Chemical Free Graduation Party. (Previous donation was \$200)
4. Minnesota Historical and Cultural Grants, a notice of award of a \$48,000 grant for Mountain Iron National Landmark Site Project.
5. Arrowhead Economic Opportunity Agency, an invitation to an Art Exhibit in honor of Veterans on February 11<sup>th</sup> at the Mesabi Range College in Virginia.

To: Mayor Skalko  
and City Council mem-  
bers.

Your monetary gift of  
\$100 we received for  
our Christmas party  
was greatly appreciated.  
It added much to our  
celebration during the  
holiday season.

The Mt. Lion Senior  
Citizens Club  
Elizabeth Sekus, Pres.

# MIB HOOP CLUB

January 18, 2010

Mountain Iron City Council  
Attn. Mr. Craig Wainio  
Mountain Iron City Hall  
Mountain Iron, MN 55768

Dear Council Members:

The MIB Hoop Club is requesting the use of the Community Center for both the boys and girls elementary basketball banquets. This would be for two separate dates, once for the boys and another date for the girls. It is our understanding there is a \$50 rental fee for the center. We are requesting the Council waive the rental fees for these events.

Sincerely yours,



Gary Utman  
President  
MIB Hoop Club

# **Mountain Iron-Buhl High School Class of 2010**

**January 10, 2010**

Dear Area Business or Organization:

As parents of the Mountain Iron-Buhl Class of 2010, we will be honoring our graduating seniors with...

## **THE 23<sup>RD</sup> ANNUAL ALL-NIGHT CHEMICAL FREE GRADUATION PARTY**

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

### **“A CHEMICAL FREE GRADUATION PARTY”**

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

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

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

### **THE CLASS OF 2010 APPRECIATES YOUR SUPPORT!**

**Janice Squillace  
PO Box 152  
Mt. Iron, MN 55768**

**Jenny Blake  
PO Box 77  
Mt. Iron, MN 55768**

**Please make checks payable to MIB High School Grad Party**



MINNESOTA HISTORICAL  
& CULTURAL GRANTS

Made possible by the Arts and Cultural Heritage Fund through the vote of Minnesotans  
on November 4, 2008. Administered by the Minnesota Historical Society

January 22, 2010

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

RE: Grant Number: 3214L-10-SL

Dear Mr. Wainio:

It is my pleasure to let you know that the Minnesota Historical Society has awarded a Minnesota Historical and Cultural Program grant in the amount of \$48,000 to the City of Mountain Iron for the Interpretive Project for Mt. Iron National Landmark Site project. The project was recommended for funding by Historic Resources Advisory Committee at their meeting on January 11-12 and their recommendation was approved by the Society's Executive Council on January 21.

You will receive information about the specific requirements associated with the grant in the coming weeks. One word of caution—work on the project must not commence until the grant agreements have been received and approved by the Grants Office.

The Society is honored to support your efforts to preserve our state's heritage. If you have questions about any aspect of your grant award, please feel free to call Melinda Hutchinson in the Grants Office at 651-259-3459.

Best wishes for your success with the project ahead.

Sincerely,

Michael J. Fox  
Deputy Director

MJF:mh

cc: Mr. Don Kleinschmidt, Project Director



January 22, 2010

**City of Mt. Iron**  
8586 Enterprise Dr S  
Mt.Iron MN 55768

Dear Honorable Mayor and City Council;

I am writing to invite you to an Art Exhibit in honor of Veterans on **February 11<sup>th</sup> at the Mesabi Range College Art Gallery in Virginia. The opening will be from 3pm-6pm with a short program scheduled for 4pm.** Appetizers and beverages will be served.

Veterans struggle everyday in communities across Greater Minnesota to maintain their stability, safety, and dignity under extraordinarily difficult living conditions. Greater Minnesota Housing Fund (GMHF) is making this compelling exhibit available to local communities in order to touch the hearts and minds of policy-makers, local leaders and residents; and to inform specific actions that can address the housing challenges faced by a growing number of Minnesota families.

AEOA is committed to building the awareness and fortitude necessary to see homelessness; to understand its consequences and to help bring it to an end in Minnesota. The time has come.

Please join with me in attending this opening!

Sincerely,

Harlan Tardy  
Executive Director

A handwritten signature in black ink that reads 'Harlan Tardy'.