

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, FEBRUARY 6, 2012 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the January 17, 2012, Regular Meeting (#1-8)
  - B. Minutes of the January 17, 2012, Committee-of-the-Whole Meeting (#9)
  - C. Receipts
  - D. Bills and Payroll
  - E. Communication (#39-44)
- III. Public Forum
  - A. Tom Nikolanci Concerning Unity Drive (#10)
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Mark "Bush" Prebeg Proclamation (#11)
  - B. City Administrator's Report
    - 1. Appoint Hearing Officer (#12-15)
    - 2. MCFOA Annual Conference Attendance (#16-17)
  - C. Interim Public Works Director's Report
  - D. Library Director's Report
  - E. Sheriff's Department Report
  - F. City Engineer's Report
  - G. Utility Advisory Board
    - 1. Master Services Agreement (#18-30)
  - H. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Resolution Number 04-12 Ordering Feasibility Report (#31-32)
  - B. Authorizing Plans and Specifications for Utilities Along County 102 (#33)
  - C. Lead Water and Wastewater Operator Appointment (#34)
  - D. Valspar Grant (#35)
  - E. Reschedule Next Meeting (#36)
  - F. Alternate Care Site Facility (#37-38)
- VII. Communications (#39-44)
- VIII. Announcements
- IX. Adjourn

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
JANUARY 17, 2012

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Susan Tuomela, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Rod Flannigan, City Engineer; Michael Downs, Interim Public Works Director; Karl Sundquist, City Attorney; and John Backman, Sergeant.

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

1. Approve the minutes of the January 3, 2012, regular meeting as submitted.
2. Approve the minutes of the January 3, 2012, Committee-of-the-Whole meeting as submitted.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period January 1-15, 2012, totaling \$148,182.05, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period January 1-15, 2012, totaling \$375,501.87, (a list is attached and made a part of these minutes).

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

The Mayor gave his "State of the City" address. The following is a summary:

1. The City is in excellent financial condition.
  - a. Reserves are solid, despite losing \$1,200,000 in the past few years from State Aid and Taconite Aid.
  - b. The 2012 Budget is balanced and there was no levy increase.
2. New Home Construction for 2011.
  - a. Five building permits were applied for in Mountain Iron for the construction of homes.
3. New Housing Development.
  - a. Unity Second Addition. 11 homes have been constructed to date.
  - b. South Forest Grove. Five lots have sold, no homes have been constructed.
4. Economic Development in 2011. Silicon Energy recently opened in Mountain Iron's renewable energy park. This business employs 15 people and has increase the tax base for Mountain Iron.

5. Miscellaneous Information:
  - a. City Hall/Community Center Facility. The City was awarded a grant to install solar panels on the facility. The Project will be completed in 2012.
  - b. Economic Development Authority. They have been working hard to attract businesses to Mountain Iron.
  - c. New City Projects completed in 2011:
    1. West Virginia. Little League/T-Ball Field has been completed.
    2. Unity Drive. The City Council has budgeted funds to begin work on the extension of Unity Drive west to South Grove.
    3. Locomotive Park. This project should be completed in 2012. The City applied for grant funding, but it was not awarded. The City has budgeted \$50,000 in 2012 to complete the project. This project was started in 2009 and was partially funded by the Historical Society.
    4. Library Yard. He stressed that this is a yard and not a park. The City Council has been working closely with the Building and Grounds Committee on this project. This reconstruction project was started in 2006 and was also partially funded by the Historical Society. He said that the Legion sign was taken down due to the deteriorating condition and a new sign was being constructed by the Legion Members and would be put back into the Library yard when completed.
6. Conclusion: The Mayor said that Mountain Iron is doing really well and that he likes to think of Mountain Iron as a small city that likes to think big. He said that they are looking forward to preserving the City's history and to continue to make Mountain Iron a better place to live and work in 2012.

It was moved by Skalko and seconded by Tuomela to appoint Shirley Congdon to the Library Board fulfilling an unexpired term due to a resignation with an expiration date of December 31, 2012. The motion carried.

It was moved by Zupancich and seconded by Roskoski to designate the City Administrator to oversee the non-audit services of the City of Mountain Iron, as presented by Walker, Giroux, and Hahne, LTD. The motion carried.

The City Administrator said that the IRRRB was currently evaluating their demolition subsidy program, so if anyone knows of a need for the program to please contact them.

During the Sergeant's report, Councilor Roskoski requested that the Sergeant attend the closed meeting. The Council took no formal action on this request.

During the City Attorney's report, Councilor Roskoski requested that the City Attorney report to the Council on procedures for Council action following a closed meeting. The Council took no formal action on this request.

It was moved by Roskoski and seconded by Zupancich that because of an extensive study by Mountain Iron Law Enforcement and Benchmark Engineering that has shown that a four way stop sign configuration is no longer warranted at the intersection of Unity Drive and Carnation Avenue; that this intersection be converted to a two stop sign intersection with a sign on Carnation Avenue and a sign on the YMCA entrance; and, to install mid-intersection crosswalk signage on Unity Drive. The **motion failed** with all Councilors voting no.

It was moved by Roskoski and seconded by Prebeg to accept the recommendation of the Public Health and Safety Board and re-appoint Joe Buria as the Mountain Iron Fire Chief for a three year term with his term expiring on December 31, 2014. The motion carried.

It was moved by Zupancich and seconded by Tuomela to accept the recommendation of the Public Health and Safety Board and re-appoint Gerald Knapper as the Mountain Iron Fire Captain for a three year term with his term expiring on December 31, 2014. The motion carried.

During the liaison report, Councilor Roskoski asked the City Administrator how the \$15,000 Merritt Days appropriation would be transferred to the Committee. The City Administrator said that the funds would remain with the City and bills would be paid as authorized by the Special Events Coordinator.

It was moved by Zupancich and seconded by Tuomela to adopt Resolution Number 03-12, Charitable Gambling, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Zupancich to authorize a one and one-half percent pay increase for Michael Downs and a one percent pay increase for Sally Peterangelo effective immediately based on their evaluations and scoring process. The motion carried with Roskoski voting no.


At 7:13 p.m., it was moved by Zupancich and seconded by Tuomela to recess the regular meeting and go into a closed session under Minnesota Statute §§ 13D.05, subd. 2(b); 13.43, subd. 2(4) for preliminary consideration of allegations or charges against an individual subject to the public body's authority, following a 10 minutes recess. The motion carried.

At 7:25 p.m., the Mayor convened the closed meeting with the following members present: Joe Prebeg, Jr., Tony Zupancich, Susan Tuomela, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Karl Sundquist, City Attorney; and John Backman, Sergeant.

At 7:52 p.m., it was moved by Zupancich and seconded by Tuomela that the closed meeting be adjourned and the regular meeting be reconvened. The motion carried.

At 7:54 p.m., it was moved by Skalko and seconded by Zupancich that the meeting be adjourned. The motion carried.

Submitted by:

  
Jill M. Anderson, CMC  
Municipal Services Secretary

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## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	141,385.65
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	222.04
METER DEPOSITS	ELECTRIC	2,600.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	84.43
LICENSES	ANIMAL	40.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	200.00
BUILDING RENTALS	COMMUNITY CENTER	375.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
CD INTEREST	CD INTEREST 101	35.51
CD INTEREST	CD INTEREST 602	15.53
CD INTEREST	CD INTEREST 603	77.67
CD INTEREST	CD INTEREST 604	93.21
PERMITS	BUILDING	1,093.86
SALE OF PROPERTY	SALE OF PROPERTY-GENERAL FUND	653.40
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	1,175.75
METER DEPOSITS	WATER	40.00
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	50.00
Summary Totals:		<u>148,182.05</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
01/12	01/13/2012	141913	130011	MOUNTAIN IRON POSTMASTER	603-20200	360.40
01/12	01/18/2012	141914	10056	A T & T MOBILITY	101-20200	1,304.05
01/12	01/18/2012	141915	10067	ARROWHEAD SUPPLY INC	101-20200	927.68
01/12	01/18/2012	141916	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	137.25
01/12	01/18/2012	141917	20055	BARNES & NOBLE BOOKSELLERS	101-20200	911.04
01/12	01/18/2012	141918	20022	BENCHMARK ENGINEERING INC	301-20200	2,805.00
01/12	01/18/2012	141919	20004	BURGHER OFFICE EQUIPMENT	101-20200	3,010.81
01/12	01/18/2012	141920	170001	CENTURY LINK	101-20200	466.11
01/12	01/18/2012	141921	30004	CITY OF MOUNTAIN IRON	604-20200	98.84
01/12	01/18/2012	141922	220003	CITY OF VIRGINIA	101-20200	259.79
01/12	01/18/2012	141923	30072	COMPUTER WORLD	101-20200	1,776.93
01/12	01/18/2012	141924	40048	DVS RENEWAL	101-20200	464.00
01/12	01/18/2012	141925	50040	ENERGY MANAGEMENT SOLUTIONS	604-20200	3,124.49
01/12	01/18/2012	141926	500012	ERA LABORATORIES INC	602-20200	498.50
01/12	01/18/2012	141927	60029	FERGUSON ENTERPRISES INC	101-20200	897.88
01/12	01/18/2012	141928	60038	FLEET SERVICES	101-20200	6,661.44
01/12	01/18/2012	141929	70040	G & S SUPPLY	101-20200	1,148.47
01/12	01/18/2012	141930	70016	GOPHER STATE ONE CALL INC	604-20200	154.25
01/12	01/18/2012	141931	70028	GREATER MINNESOTA AGENCY INC	101-20200	204.00
01/12	01/18/2012	141932	80022	HAWKINS INC	601-20200	546.51
01/12	01/18/2012	141933	80017	HENRY'S WATERWORKS INC	601-20200	1,189.61
01/12	01/18/2012	141934	80001	HILLYARD/HUTCHINSON	101-20200	534.27
01/12	01/18/2012	141935	110013	JERRY D KUJALA	101-20200	1,053.44
01/12	01/18/2012	141936	110022	KOHLER FUEL COMPANY	602-20200	620.40
01/12	01/18/2012	141937	120006	L & M SUPPLY	101-20200	880.71
01/12	01/18/2012	141938	120002	LAWSON PRODUCTS INC	101-20200	74.17
01/12	01/18/2012	141939	1017	LISA SNELL	604-20200	16.84
01/12	01/18/2012	141940	130004	MESABI DAILY NEWS	101-20200	182.00
01/12	01/18/2012	141941	140026	MINNESOTA ENERGY RESOURCES	101-20200	1,472.13
01/12	01/18/2012	141942	130024	MINNESOTA POLLUTION CONTROL AG	301-20200	250.00
01/12	01/18/2012	141943	130009	MINNESOTA POWER (ALLETE INC)	604-20200	93,581.22
01/12	01/18/2012	141944	130155	MN PUBLIC FACILITIES AUTHORITY	602-20200	6,182.00
01/12	01/18/2012	141945	130123	MORTON SALT	101-20200	2,056.99
01/12	01/18/2012	141946	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	15,704.74
01/12	01/18/2012	141947	140048	NORTH COUNTRY HEATING	601-20200	7,710.00
01/12	01/18/2012	141948	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	48,917.06
01/12	01/18/2012	141949	140016	NORTHLAND SECURITIES	101-20200	1,396.50
01/12	01/18/2012	141950	160066	PACE ANALYTICAL SERVICES	602-20200	92.40
01/12	01/18/2012	141951	160057	PHIL'S GARAGE DOOR SERVICE	101-20200	187.50
01/12	01/18/2012	141952	160038	PITNEY BOWES GLOBAL FINANCIAL	604-20200	261.59
01/12	01/18/2012	141953	160065	PLUMBING & HEATING DIRECT LLC	101-20200	8,966.00
01/12	01/18/2012	141954	170007	QUILL CORPORATION	101-20200	717.31
01/12	01/18/2012	141955	180009	RANGE RECREATION CIVIC CENTER	101-20200	6,577.20
01/12	01/18/2012	141956	180017	RELIABLE OFFICE SUPPLIES	604-20200	200.72
01/12	01/18/2012	141957	180012	RESCO	604-20200	5,394.96
01/12	01/18/2012	141958	190010	SEPPI BROTHERS	601-20200	256.50
01/12	01/18/2012	141959	1152	ST LOUIS COUNTY PHHS	604-20200	231.32
01/12	01/18/2012	141960	190054	ST LUKES CLINICS	101-20200	117.00
01/12	01/18/2012	141961	200020	THE TRENTI LAW FIRM	101-20200	2,171.01
01/12	01/18/2012	141962	1018	TIFFANY FOLSOM	604-20200	40.65
01/12	01/18/2012	141963	210001	UNITED ELECTRIC COMPANY	101-20200	105.66
01/12	01/18/2012	141964	220014	VIKING INDUSTRIAL NORTH	604-20200	200.33
01/12	01/18/2012	141965	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	50,293.82
01/12	01/18/2012	141966	220020	VISA OR AMERICAN BANK CC PMT	101-20200	9,225.60
01/12	01/18/2012	141967	230005	WESCO DISTRIBUTION INC	604-20200	2,074.93
01/12	01/18/2012	141968	240001	XEROX CORPORATION	602-20200	722.78
01/12	01/18/2012	141969	260005	ZEP MANUFACTURING COMPANY	101-20200	289.83

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
Totals:						<u>295,706.63</u>
Payroll-PP Ending 1/6/2012						56,410.77
Electronic Trans.-Sales Tax						<u>23,384.47</u>
TOTAL EXPENDITURES						<u>\$375,501.87</u>





# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 03-12

## CHARITABLE GAMBLING

**WHEREAS**, Chicagami, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at B.G.'s Bar & Grill located at 5494 Highway 7, Mountain Iron, MN 55792, and;

**WHEREAS**, Chicagami, is requesting that a Charitable Gambling Permit be issued.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL**, that the Mountain Iron City Council hereby approves said premise permit.

**DULY ADOPTED BY THE CITY COUNCIL THIS 17<sup>th</sup> DAY OF JANUARY, 2012.**

ATTEST:

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

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

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
COMMITTEE OF THE WHOLE MEETING  
JANUARY 17, 2012

Mayor Skalko called the City Council meeting to order at 5:35 p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Tony Zupancich. Also present was: Craig J. Wainio, City Administrator.

At 5:36 p.m., it was moved by Roskoski and seconded by Prebeg to recess the meeting enter into a closed meeting under Minnesota Statutes Minn. Stat. §§ 13D.05, Subd. 3(a), 13D.01, Subd. 3. to evaluate the performance of individuals subject to the public body's authority, specifically Mike Downs and Sally Peterangelo. The motion carried with Zupancich absent.

At 6:00 p.m., it was moved by Prebeg and seconded by Tuomela to adjourn the closed meeting and reconvene the committee-of-the-whole meeting. The motion carried with Zupancich absent.

At 6:01 p.m., it was moved by Roskoski and seconded by Skalko that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Anderson, CMC  
Municipal Services Secretary

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**COUNCIL LETTER 020612-III**

**PUBLIC FORUM**

**UNITY DRIVE**

**DATE:** February 2, 2012  
**FROM:** Craig J. Wainio  
City Administrator

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Mr. Tom Nikolanci requested to be on the Agenda to discuss Unity Drive concerns.

**COUNCIL LETTER 020612-IVA1**

**MAYOR GARY SKALKO**

**MARK "BUSH" PREBEG  
SNOWMOBILE DONATION/PROCLAMATION**

**DATE:** February 2, 2012  
**FROM:** Mayor Gary Skalko  
Craig J. Wainio  
City Administrator

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

Donate to annual Mark "Bush" Prebeg snowmobile run. All proceeds go to the Diabetes Center at the VRMC. Also, proclaim Saturday, February 18<sup>th</sup>, 2012 as Mark "Bush" Prebeg Day. Run this proclamation in the Friday, February 17<sup>th</sup> edition of our city's official newspaper, The Hometown Focus.

**COUNCIL LETTER 020612-IVB2**

**ADMINISTRATION**

**HEARING OFFICER**

**DATE:** February 2, 2012  
**FROM:** Craig J. Wainio  
City Administrator

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Chapter 35 of the Mountain Iron City Code requires the Mayor to appoint and the City Council to approve the appointment of a hearing officer for administrative penalties. Enclosed, please find a copy of Chapter 35 of the Mountain Iron City Code. It is hereby recommended that the City Administrator be appointed as the hearing officer for the City of Mountain Iron.

## CHAPTER 35: PROCEDURE FOR ENFORCING ADMINISTRATIVE OFFENSES

### 35.01 PROCEDURES FOR ENFORCING ADMINISTRATIVE OFFENSES.

- Subd. 1. Purpose. Administrative offense procedures established pursuant to this Section are intended to provide the public and the City of Mountain Iron with an informal, cost effective, and expeditious alternative to traditional criminal charges for violations of certain City Code provisions. The procedures are intended to be voluntary on the part of those who have been charged with administrative offenses. At any time prior to the payment of the administrative penalty as is provided for hereafter, the individual may withdraw from participation in the procedures, in which event the City may bring criminal charges in accordance with law. Likewise, the City of Mountain Iron at its discretion may choose not to initiate an administrative offense and may bring criminal charges in the first instance. In the event a party participates in the administrative offense procedures but does not pay the monetary penalty, which may be imposed, the City of Mountain Iron will seek to collect the costs of the administrative offense procedure as part of a subsequent criminal sentence in the event the party is charged and is adjudicated guilty of the criminal violation.
- Subd. 2. Administrative Offense Defined. An administrative offense is a violation of a provision of the portions of the City Code presented in Exhibit "A" and is subject to the administrative penalties set forth in the schedule of offenses and penalties as set forth in Subdivision 9 of this Section.
- Subd. 3. Any officer of the Mountain Iron Sheriff's Department or authorized City employee shall, upon determining that there has been a violation, notify the violator. Said notice shall set forth the nature, date and time of the violation, the name of the official issuing the notice, and the amount of the scheduled penalty.
- Subd. 4. Payment. Once such notice is given, the alleged violator may, within seven (7) days of the time of issuance of the notice, pay the amount set forth on the schedule of penalties for the violation, or may request a hearing in writing, as is provided for hereafter. The payment shall be deemed to be an admission of the violation.
- Subd. 5. Hearing. Any person contesting an administrative offense pursuant to this Section may, within seven (7) days of the time of issuance of the notice, request a hearing by a hearing officer who shall forthwith conduct an informal hearing to determine if a violation has occurred. The hearing officer shall have authority to dismiss the violation or reduce or waive the penalty. If the violation is sustained by the hearing officer, the violator shall pay the penalty within seven (7) days.
- Subd. 6. Hearing Officer. A City of Mountain Iron employee or employees designated in writing by the Mayor and approved by the Mountain Iron City Council shall be designated individually or collectively as hearing officer. The hearing officer shall serve until such point the Mayor and City Council appoint a new hearing officer. The hearing officer is authorized to hear and determine any controversy relating to administrative offenses provided for in this Section.
- Subd. 7. Failure to Pay. In the event a party charged with an administrative offense fails to pay the

penalty, a misdemeanor or petty misdemeanor charge may be brought against the alleged violator in accordance with applicable statutes. If a penalty is paid and an individual is found not to have committed the administrative offense by the hearing officer, no such charge may be brought by the City of Mountain Iron for the same violation.

Subd. 8. Disposition of Penalties. All penalties collected pursuant to this section shall be paid to the City of Mountain Iron and deposited in the City's General Fund.

Subd. 9. Offenses and Penalties. Offenses which may be charged as administrative offenses and penalties for such offenses may be established by Resolution of the City Council from time to time. Copies of such Resolution shall be maintained in the office of the City Administrator.

Subd. 10. Subsequent Offenses. In the event a party is charged with a subsequent administrative offense within a twelve (12) month period of paying an administrative penalty for the same or substantially similar offense, the subsequent administrative penalty shall be increased by twenty-five percent (25%) above the initial administrative penalty, except as otherwise provided by Resolution.

EXHIBIT "A"

City of Mountain Iron Administrative Offenses

Tobacco Violations	City Code, Chapter 12
Nuisance Violations	City Code, Chapter 28
Nuisance Violations	City Code, Chapter 52
Land Use Violations	City Code, Chapter 22
Garbage Violations	City Code, Chapter 57





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## MEMO

TO: Craig J. Wainio, City Administrator

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

DATE: January 26, 2012

RE: Request for Attendance at the MCFOA Annual Conference

I would like to submit a request to the City Council for authorization to attend the 2012 MCFOA Conference from March 20-23, 2012, in St. Cloud, Minnesota. I have attended this conference for the past 24 years and found it to be an asset to my position. Along with the excellent classes offered, there is an opportunity to network with Clerks and Finance Officers from around the State. I also serve the Association in various capacities during the conference.

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

Pre-Conference-Election	\$ 45.00
Registration	\$210.00 (if submitted by 2/10/12)
Hotel (3 nights)	\$300.00
Mileage 400 @ \$0.55	\$220.00
Meals	<u>\$ 30.00</u>
TOTAL	\$805.00

Your consideration concerning this matter is greatly appreciated.

# Agenda

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## TUESDAY, MARCH 20, 2012

- 12:30-1:00 PM On-Site Check-in for Half-Day Seminar
- 1:00-4:30 **Half-day Seminar: Redistricting & Beyond — Getting Ready to Elect A President**
- 5:00-8:00 On-Site Conference Check-In
- 7:00-9:00 Conference Gathering — Activities in Hospitality Suite

## WEDNESDAY, MARCH 21, 2012

- 8:00 AM On-Site Conference Check-In and Continental Breakfast
- 9:00 Welcome and Presentation of Colors
- 9:15 **KEYNOTE ADDRESS:**  
**Laugh for the Health of It!**
- 10:15 Break
- 10:45 **CONCURRENT SESSIONS I (CHOOSE ONE)**
1. Understanding & Calculating Net Tax Capacity Rates
  2. New Updates on Variance Law
  3. Facilitating Council/Staff Relations
  4. Leading From Your Soul
  5. Small Cities (under 5,000) Roundtables
- 12:00 NOON Luncheon  
MCMC & CMC Recognition Awards
- 1:15 PM **GENERAL SESSION:**  
**Ethical Leadership in the Public Sector**
- 2:30 Break
- 2:45 **CONCURRENT SESSIONS II (CHOOSE ONE)**
6. Conquering the Budget Development Process
  7. Urban Agriculture
  8. Coaching for Improved Performance
  9. Future Technologies You Need to Know Now!
  10. From the Tower to the Faucet
- 4:00-6:30 Free Time to visit the City of St. Cloud  
*(Note: Dinner is NOT included in registration fee)*
- 6:30-8:00 **The Spirit of MCFOA** (snacks, beverages, etc.)
- 7:00 Formal greetings, introductions & "getting to know you" activities
- 8:00-12:00 Dance with DJ

## THURSDAY, MARCH 22, 2012

- 8:00 AM Sit Down Breakfast  
MCFOA Business Meeting and Oath of Office
- 9:05 **GENERAL SESSION:**  
**Election Training & Recent Changes**
- 10:30 Refreshment Break in Exhibit Area  
Silent Auction Opens  
*(Exhibits Open until 4:00 PM)*
- 11:15 **CONCURRENT SESSIONS III (CHOOSE ONE)**
11. Preparing for Your Retirement (90 minutes)
  12. Franchise Fees: Are They for You?
  13. Keys to Effective Performance Management
  14. Collaboration: A Toolkit for Getting More Results From a Partnership
  15. Liquor Licensing
  16. Data Practices
- 12:30 NOON Lunch in the Exhibit Area
- 1:45 PM **CONCURRENT SESSIONS IV (CHOOSE ONE)**
17. Retiree and Post Age-65 Health Care Strategies
  18. Rewriting Your Zoning Ordinance
  19. Leading Change From the Middle
  20. Take the Shock Out of Your Electronic Files
  21. Lawful Gambling & City Responsibilities
  22. Mystery of the Open Meeting Law
- 3:00 Refreshment Break in Exhibit Area
- 4:00 Exhibits Close  
Silent Auction Closes/Winners Claim Merchandise
- 4:00 Free Time
- 6:00 Reception
- 7:00 Banquet & Entertainment
- 9:00 Dance with DJ

## FRIDAY, MARCH 23, 2012

- 8:00 AM Light Refreshments
- 8:30 **FINALE GENERAL SESSION:**  
**Celebrating the Past, Embracing the Future**
- 10:30-11:30 Brunch, and CEU Certificate pick-up

**COUNCIL LETTER 020612-IVG1**  
**UTILITY ADVISORY BOARD**  
**MASTER SERVICES AGREEMENT**

**DATE:** February 2, 2012  
**FROM:** Utility Advisory Board  
Craig J. Wainio  
City Administrator

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At their January 24<sup>th</sup> meeting the utility Advisory Board recommended that the City Council adopt the Master Services Agreement between the City of Mountain Iron and Minnesota Power. A copy of the agreement is enclosed for your consideration.

## MASTER SERVICES AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2011 between the City of Mountain Iron, Minnesota, a (“Customer”), and Minnesota Power, an operating division of ALLETE, Inc., a Minnesota corporation, hereinafter called “Company”, such parties being hereinafter referred to individually as “Party” and collectively as “Parties”:

WITNESSETH:

WHEREAS, Customer and Company desire to enter into a Master Services Agreement to set forth the terms and conditions that shall apply to Company’s provision of service as described in greater detail below.

NOW THEREFORE, in consideration of these promises and of the mutual agreements hereinafter contained, the Parties hereto agree as follows:

### **1. Scope of Work.**

(a) From time to time, Customer may request that Company perform repair, service, testing, engineering, safety training, maintenance, emergency services or other Work for Customer. This Agreement does not obligate Customer to request services from Company, nor does it obligate Company to accept orders for work. In the event Customer requests and Company agrees to perform Work, the Parties shall agree upon a Scope of Work that shall govern all Work performed by Company on behalf of Customer during the term of this Agreement. “Work” shall include all equipment, training and information, supplies, materials, labor and any other services furnished by Company, whether supplied directly by Company or through its subcontractors or agents. Company shall advise Customer of such Work it agrees to provide (hereinafter the “Scope of Work”) in the form of an exhibit to schedule. Each Scope of Work Exhibit shall be made part hereof and incorporated herein by this reference. In the case of a conflict between the terms and conditions of this Agreement and the terms and conditions in any purchase order, and in the case in which a fully-executed Purchase Order does not exist, the terms and conditions of this Agreement shall govern.

(b) Access. Customer acknowledges that inspection, preventive maintenance and any non-scheduled or emergency work is dependent upon Customer providing Company access as scheduled.

(c) Change Orders. Customer may, by written change order accepted by Company, make changes to the Work to be performed pursuant to a specific Scope of Work. If any such change results in an increase or decrease in the cost or time required for performance of the Work, there shall be an equitable adjustment to the Scope of Work. Company shall not be obligated to proceed with the changed or extra Work until the price and time of performance of the same has been agreed upon in writing.

**2. Scheduling Work.**

(a) Company will schedule Work and will attempt to notify Customer of such schedule in advance. Work requiring service interruption will be scheduled in advance, if possible, with Customer's office listed at Schedule 25 or other designated location. Company and Customer shall make a good faith effort to minimize the amount and duration of any required service interruptions.

(b) Unplanned work, generally relating to an electrical outage, will normally be prioritized and addressed with the objective of getting the largest number of customers back in service first for Minnesota Power's system as a whole. Customer acknowledges and understands that Minnesota Power's ability to handle any specific Customer outage may be compromised by the proximity of craft works to the location of electrical switches, line materials, coincidental electrical faults as well as the finding of the fault on the circuit serving the Customer and other factors outside the control of Minnesota Power.

(c) To the extent reasonably possible, the performance of Work which affects the operation of the Customer's facilities shall be scheduled to be performed only at times acceptable to the Customer. Except for emergency or unplanned Work, in the event it is necessary to either interrupt the power supply or to impose abnormal operating conditions on the Customer's facilities, Customer shall be notified in advance and an agreement must be reached as to the time scheduled for such operation.

(d) If any part of Company's Work is dependent upon the quality and completeness of work performed under another contract, Company shall not be responsible if the work performed under the other contract is defective or unsuitable and such condition affects the timing, scheduling or quality of the Work performed by Company hereunder.

**3. Independent Contractor.** Customer agrees that Company is performing this Agreement as an independent contractor. Customer agrees that Company is solely responsible for supervision and direction of the Work performed under this Agreement by Company's employees, but that it is not responsible for work performed by the Customer or any employee, agent, or subcontractor of the Customer. Company acknowledges that it serves as sole employer with respect to any of the employees employed by it for performance of such work, and is responsible for the methods and manner of such work performed under this Agreement. Under no circumstances does work performed under this Agreement create any partnership, joint venture or agency relationship between the Customer and Company. By entering into this Agreement there shall be no merger of the parties' systems or facilities.

**4. Inspection and Acceptance of Work.** The Customer may, in a timely fashion, cause portions of the Work to be inspected. Company shall furnish all reasonable assistance required for the proper inspection of the Work. Work which has been inspected and approved by Customer's inspectors shall thereafter be considered accepted by the

Customer. When finished Work is dismantled for the purpose of inspection, Customer shall pay the cost incident thereto.

5. **Suspension of Work.** The Customer reserves the right to suspend and reinstate execution of the whole or any part of the Work without invalidating the provisions of the Agreement. The Customer will issue orders for suspension or reinstatement of Work in writing to Company. Any costs and expenses which are caused by Work suspensions ordered by the Customer will be paid by the Customer to Company.
6. **Labor Relations Information.** Both Parties shall give each other prompt written notice of any labor dispute which may reasonably be expected to affect performance of the work under this Agreement by Company or the final cost of such work. In the event of a labor dispute which threatens to adversely affect the progress or cost of the work hereunder, Company reserves the right not to begin, to suspend or to discontinue the work.
7. **Review of Proposed Work.** Company may inform the Customer in advance as to Company's plans for carrying out any part of the Work. If such a plan is presented, Customer shall, within ten (10) days of receipt thereof, either approve or reject the plan. Approval by the Customer of any plan or method of Work proposed by Company shall relieve Company of any responsibility therefore, and such review shall be considered an assumption of any risk or liability by the Customer. Any method of Work suggested by the Customer shall be used at the risk and responsibility of the Customer and Company shall have no responsibility therefore. In the event that Customer rejects a plan presented hereunder, Company may, in its sole discretion, terminate the Scope of Work to which such plan relates and Company shall have no further obligation under such Scope of Work.
8. **Compensation.**
  - (a) Customer shall compensate Company for the Work as provided herein. Unless otherwise provided in a Scope of Work and/or Schedule 8, Company's actual costs for labor, services, and equipment time plus 10% will be the rate charged the Customer. Customer shall make payment within thirty (30) days after receipt of an invoice for any Work performed hereunder. Customer shall have no rights of setoff whatsoever (including, without limitation, setoff under other contract with Company or its affiliates, including but not limited to any electric service agreement in effect at the time.)

If Customer fails to fulfill any of the payment conditions of this Agreement, Company may suspend performance of the Work. Any costs incurred by Company in connection with such suspension shall be payable by Customer in accordance herewith.
9. **Billing and Payment.** Company will bill Customer for the work described in the associated Scope of Work. Customer will pay Company within 30 days after a bill is received by Customer.

10. **Term.** Unless earlier terminated by either Party upon 30 (thirty) days written notice, the term of this Agreement shall be 1 (one) year from the date hereof and shall be automatically renewed on each anniversary date hereof for a 1 (one) year period. Termination shall not relieve Customer from its obligation to compensate Company for work performed and materials supplied prior to such termination date and for all material ordered but not yet delivered by the termination date.
11. **Administrative Approval.** This Agreement is subject to the approval or acceptance of any regulatory body having jurisdiction thereof.
12. **Assignment and Subcontracting.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. However, neither Party may assign or transfer its interest or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Provided, however, that the preceding shall not restrict Company's power to delegate all or part of the work to subcontractors.
13. **Indemnity Release and Hold Harmless.** Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damage or expense of whatsoever kind, including attorney's fees and costs, caused by or resulting from the negligent acts or omissions of the indemnifying Party or its employees, officers, directors, or agents in the performance of this Agreement.

In addition to the foregoing, if utility equipment inspection and maintenance is provided: Customer acknowledges that utility equipment malfunction or failure may occur notwithstanding the inspection, maintenance and repair work performed hereunder, and hereby indemnifies, releases and holds Company harmless from any claim or liability, and any direct or indirect damages claimed or actually suffered (including, without limitation, consequential damages and loss of profits), resulting from any utility equipment malfunction or failure occurring during the term of this Agreement.

The provisions of this Paragraph 13 shall survive termination, cancellation or expiration of this Agreement and shall apply, notwithstanding any other provisions of this Agreement to the fullest extent permitted by law.

14. **Company Warranties.** Company shall perform its work hereunder according to standard and prudent utility industry practices and procedures. THIS WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE).

15. **Customer's Warranties.** Customer warrants and represents to Company that the information it supplies to Company upon which Work may be based is true and correct to the best of Customer's knowledge. Customer agrees that in the event that any Work requires Company to make a new design to meet Customer's specifications, any ideas or inventions relating to the subject matter of such Work, or as a direct or indirect result of such Work, shall be the property of Company and Customer agrees without compensation, to cooperate in taking all reasonable steps necessary to vest title in such inventions in Company.
16. **Insurance.** Both Parties agree and are required to purchase and maintain insurance in the form of Workers Compensation and Employers Liability, Commercial General Liability and Automobile Liability covering each Party's operations associated with the Work, and Property insurance covering their respective real and personal property interests at or near locations where Work will be performed. Types and amounts of required coverages are specified in Schedule 16 of this Agreement. In the event a particular Scope of Work may require specialized or higher coverage limits, upon agreement of the Parties one or both Parties shall also purchase and maintain additional insurance in the form of Excess or Umbrella Liability, Environmental Liability and/or Professional Liability of the types and amounts indicated in Schedule 16. If requested, each Party will provide to the other certificates of insurance evidencing the insurance required by this Agreement before any Work commences. If policies for which certificates have previously been provided expire during the course of this Agreement or any renewals hereof, certificates evidencing renewal of such policies shall immediately be provided upon renewal. Each Party shall instruct its insurance representative to notify the other Party should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Company shall be permitted to self-insure its insurance obligations herein. Notwithstanding Customer's indemnification obligations under this Agreement, Company acknowledges that Customer's tort liability exposure is subject to the limitations established in Minn. Stat. Sections 466.01 - 466.15.
17. **Waiver of Subrogation.** The Parties hereby release each other and their respective employees, officers, directors, and agents from any claims for injury to any person or damage to property that are caused by or result from risks insured against by the insurance required to be carried by this Agreement. Each Party to the extent possible shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party to the extent permitted, for itself and its insurer, waives all such insured claims against the other Party.



18. **Limitation on Liability.** Company will not be liable to Customer, whether in contract, in tort (including negligence and strict liability) under any warranty, or otherwise for loss of or damage to Customer's equipment or facilities, loss of use of equipment or power system, interruption or disturbance of service, for any cause other than gross negligence or willful misconduct. Company will not be liable for Customer's cost of capital, loss of profits or revenues or the loss of use thereof, claims of customers of Customer, or for any special, indirect, incidental or consequential loss or damage whatsoever. The total cumulative liability of Company under each Scope of Work and of this Agreement (except for third party claims for personal injury) shall not exceed the greater of amount paid by Customer for the Work performed under such Scope of Work or the insurance limits set forth in Schedule 16.
19. **Taxes, Permits and Licenses.** Unless otherwise specified in this Agreement, Customer shall pay all sales, use and other taxes that are lawfully assessed against Customer or Company in connection with the Work and shall obtain and pay for all licenses, permits and inspections required for the Work.
20. **Unanticipated Hazardous Substances.** It is possible that Customer's equipment may contain hazardous substances including, but not limited to, asbestos, lead and PCBs. If such hazardous substances are encountered during performance of any work, Company will make all required state or federal notifications and shall notify Customer immediately and may suspend the work until the situation has been remedied to Company's sole satisfaction. Unless otherwise agreed, Company shall have no further responsibility as to such hazardous substances.
21. **Events Outside Company's Control.** Company shall not be responsible for delays or failures in the performance of any Work resulting from: (i) any act or neglect of the Customer or any employee, agent or subcontractor of Customer, (ii) any act or neglect of any other contractor employed by the Customer, (iii) a labor dispute, (iv) fires, severe weather conditions, floods, war (declared or undeclared), or epidemics or (v) any other cause outside the control of Company.
22. **Surviving Obligations.** Termination, cancellation or expiration of this Agreement (i) shall not relieve Customer of its obligations with respect to its payment obligations under Article 8, (ii) shall not relieve either Party of any indemnity obligations under Article 13, (iii) shall not relieve Customer of its obligations under Articles 16 and 17, and (iv) shall not be deemed to terminate the limitation on liability under Article 18.
23. **Severability.** In the event that any provision of this Agreement is determined to be unlawful or unenforceable, this Agreement shall continue in full force and effect between the Parties, except for the provision determined to be unlawful or unenforceable.

- 24. **Waiver.** No provision of this Agreement can be waived except by a written instrument signed by the Party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.
- 25. **Notices.** Any notices, demands or requests, required or authorized by this Agreement, will be deemed properly given if personal delivery, Registered or Certified Mail or nationally recognized overnight courier as set forth in Schedule 25.  
The designation of the persons to be notified or the address of such persons may be changed at any time by similar notice.
- 26. **Captions.** The captions contained in this agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent in this Agreement or the intent of any provision herein.
- 27. **Governing Laws.** This Agreement shall be governed by the laws of the State of Minnesota, exclusive of its choice of laws provisions. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts of competent jurisdiction in the State of Minnesota, and waive any objections to such courts based on jurisdiction, venue or inconvenient forum.
- 28. **Previous Agreements.** This Agreement and the exhibits hereto, supersede and replace all previous agreements addressing services at the Customer's facilities and no modification, amendment, rescission, waiver of other change shall be binding on either Party unless assented to in writing. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party.

PRINTED TERMS AND CONDITIONS IN PURCHASE ORDERS ISSUED BY CUSTOMER TO COMPANY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE SUPERSEDED BY THE TERMS AND CONDITIONS WHICH ARE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

MINNESOTA POWER

CITY OF MOUNTAIN IRON, MINNESOTA

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Schedule 1  
Scope of Work

## Emergency Response Service

In consideration of the mutual commitments given herein, each of the Signatories to this Emergency Response Agreement agrees to render aid to each other as follows:

1. Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after the need for aid is determined and with reasonable specificity as to the scope of aid requested and starting/ending dates/times. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories. The aid period shall terminate when such employees and/or equipment have returned to the Aiding Signatory, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
2. Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by any government action or upon receiving federal funds. The Aiding Signatory may terminate its aid at any time and for any or no reason.
3. No Agency Relationship. Employees of Aiding Signatory shall at all times during the emergency assistance period continue to be employees of Aiding Signatory and shall not be deemed employees of Requesting Signatory for any purpose. Aiding Signatory shall be an independent Contractor of Requesting Signatory and wages, hours and other terms and conditions of employment of Aiding Signatory shall remain applicable to its employees during the emergency assistance period.
4. Safety Rules. Aiding Signatory safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Signatory switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Signatories.
5. Invoices to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to the written request for aid.
6. Charges to the Requesting Signatory. Labor, Equipment, Transportation and Expense reimbursement Charges to the Requesting Signatory will follow the Master Services Agreement's compensation methodology of cost plus 10% .
7. Payment Due. Requesting Signatory shall pay all costs and expenses of Aiding Signatory within sixty 60 days after receiving an invoice therefor.

Schedule 8  
Compensation:  
Minnesota Power Schedule of Rates for Services

Schedule 16  
Insurance Requirements

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
Auto Liability (owned, hired and non-owned)	\$1,000,000
Commercial General Liability (including Contractual Liability)	
Each Occurrence	\$2,000,000
Aggregate	\$4,000,000
Property Insurance	To Replacement Value
Umbrella or Excess Liability (if applicable)	\$10,000,000
Professional Liability (if applicable)	\$ 1,000,000
Environmental Liability (if applicable)	\$ 1,000,000

Schedule 25  
Notices

On behalf of Customer:

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

On behalf of Company:

Minnesota Power  
Customer Service Department  
3215 Arrowhead Road  
Duluth, Minnesota 55811

With a copy to:

ALLETE, Inc.  
Attn: Legal Services Department  
30 West Superior Street  
Duluth, Minnesota 55802

**COUNCIL LETTER 020612-VIA**

**ADMINISTRATION**

**RESOLUTION NUMBER 04-12**

**DATE:** February 2, 2012

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

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Resolution Number 04-12 Ordering a Report authorized Benchmark Engineering to prepare a feasibility report for water system improvements along County Road 7 including an interconnect with the City of Virginia. This project is to be partially funded through a \$250,000 grant from the IRRRB. It is recommended that the City Council adopt Resolution Number 04-12 as presented.





# 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 04-12

### ORDERING PREPARATION OF REPORT ON IMPROVEMENT

**WHEREAS**, it is proposed to make improvements to the Mountain Iron Water System along County Road 7 between Spruce Drive and Southern Drive by installing a water main and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

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

**DULY ADOPTED BY THE CITY COUNCIL THIS 6<sup>th</sup> DAY OF FEBRUARY, 2012.**

ATTEST:

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

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

**COUNCIL LETTER 020612-VIB**

**ADMINISTRATION**

**PLANS AND SPECIFICATIONS**

**DATE:** February 2, 2012  
**FROM:** Craig J. Wainio  
City Administrator

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As work proceeds on the relocation of County Road 102 due to Minntac expansion, it is recommended that Benchmark Engineering be authorized to develop plans and specification for the installation of utilities and relocation of the retention pond. Benchmark is currently working with Minntac for the road relocation. Through this authorization, the City will be involved in the planning of this project and allow our utilities to be taken into consideration. The City received \$250,000 for utility installation and \$240,000 for the relocation of the retention pond for the IRRRB.

**COUNCIL LETTER 020612-VIC**

**PERSONNEL COMMITTEE**

**OPERATOR APPOINTMENT**

**DATE:** February 2, 2012  
**FROM:** Personnel Committee  
Craig J. Wainio  
City Administrator

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The Personnel Committee will be meeting on Monday for the consideration of appointing a lead water and waste water operator for the City. This item is being placed on the agenda in anticipation of the recommendation.

**COUNCIL LETTER 020612-VID**

**COUNCILOR ROSKOSKI**

**VALSPAR FOUNDATION  
PAINT GRANT**

**DATE:** February 2, 2012

**FROM:** Ed Roskoski

Craig J. Wainio  
City Administrator

See back-up information:

**Free paint products  
applications offered**

DULUTH — The Northland Foundation is partnering with the Minneapolis-based Valspar Foundation to provide free paint and coating products for community restoration and beautification projects. Approximately 8-10 projects located within the seven counties of Northeastern Minnesota are expected to receive grants this year. Since 1998, the Northland Foundation and Valspar Foundation together have awarded more than 6,300 gallons of paint to 182 projects throughout this region. Grants through the Valspar Foundation's "Minnesota Beautiful" program are available to communities and nonprofit organizations. Applications and more information are available on the Northland Foundation website at [www.northlandfdn.org](http://www.northlandfdn.org). Completed applications are due by March 5. Awardees will be notified at the end of March, paint orders will be ready for pickup in May; projects must be done by Nov. 1. Awards are decided based on visual impact, public benefit, volunteer participation and support, intended use, and benefit to the needy. Anyone with questions or needing an application copy can call the Northland Foundation at (218) 723-4040 or 1-800-433-4045 or email Jan Amys at <mailto:jan@northlandfdn.org>.

**COUNCIL LETTER 220612-VIE**

**ADMINISTRATION**

**RESCHEDULE MEETING**

**DATE:** February 2, 2012  
**FROM:** Craig J. Wainio  
City Administrator

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The regular meeting is scheduled for February 20<sup>th</sup> needs to be rescheduled due to the Presidents Day Holiday.

901 Ninth Street North  
Virginia, MN 55792  
218-741-3340

TDD: 218-749-9467



*Regional Hospital • Convalescent Center*

Administration FAX:  
218-749-9427

Medical Records FAX:  
218-749-9448

Web site: [vrmc.org](http://vrmc.org)  
E-mail: [marketing@vrmc.org](mailto:marketing@vrmc.org)

January 27, 2012

Gary Skalko, Mayor  
Mountain Iron City Hall  
8586 Enterprise Drive S.  
Mt. Iron, MN 55768

Dear Mr. Skalko:

Attached is an agreement to have your organization become an alternate care site for the Virginia Regional Medical Center in the event of an emergency evacuation. As per our requirements, please sign both agreements, return one copy, and retain the other for your file. Thank you.

Sincerely,

Rich Weiss  
Manager of Facility/Environmental Services

/tt

901 Ninth Street North  
Virginia, MN 55792  
218-741-3340

TDD: 218-749-9467



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E-mail: [marketing@vrmc.org](mailto:marketing@vrmc.org)

**AGREEMENT OF ASSISTANCE  
"OFF-SITE CARE FACILITY"**

If a situation arises where there is a need to evacuate Virginia Regional Medical Center (VRMC) for any purpose, or if it becomes necessary for VRMC to meet area public health related needs away from the VRMC campus, Mountain Iron City Hall agrees to make space available at the Mountain Iron Community Center for use by VRMC staff based upon the event and available space.

Rich Weiss  
Manager of Facility/Environmental Services  
Virginia Regional Medical Center  
901 Ninth Street North  
Virginia, MN 55792

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

1-30-2012  
Date

\_\_\_\_\_  
Date

*Note: This agreement will be effective for the calendar years of 2012, 2013 and 2014.*

COMMUNICATIONS  
FEBRUARY 6, 2012

1. Mountain Iron-Buhl High School Class of 2012, a request for a contribution to their All-Night Chemical Free Graduation Party. (In 2011, the City Council contributed \$200 from the Charitable Gambling Fund.)
2. Summer Work Outreach Project, a request for a contribution. (In 2011, the Council was a partner with a contribution of \$500 from the Charitable Gambling Fund.)
3. Range Mental Health Center, Inc., a thank you for the \$200 donation in 2011.



# Mountain Iron-Buhl High School Class of 2012

January 26, 2012

Dear Area Business or Organization:

As parents of the Mountain Iron-Buhl Class of 2012, we will be honoring our graduating seniors with...

## **THE 25<sup>th</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 Crystal Yernatich at the address or phone number 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 2012 APPRECIATES YOUR SUPPORT!**

**Crystal Yernatich  
8750 Unity Drive  
Mountain Iron, MN 55768  
(218) 735-1105**

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

SWOP  
The Summer Work Outreach Project  
Serving Buhl-Kinney, Chisholm, Mt. Iron, and now Virginia  
P.O. Box 237  
Mt. Iron, MN 55768

January 12, 2012

Dear SWOP Investor

The Summer Work Outreach Project (SWOP) is continuing its work to connect youth with their community in Chisholm, Buhl-Kinney, and Mt. Iron. The mission of SWOP is to reach out to 11 to 14 year olds and help them to develop healthy connections with the community, respectful relationships with other youth and adults through community work experiences.

This year, with the enthusiastic support of the Virginia community, we are launching a program for youth there as well! With the support of our community, businesses, and individuals, this unique youth program can make a difference in the lives of our young people and their relationship to their communities.

Thank you for your past support of SWOP and our youth! We are asking that you become part of the 2012 community partnership by making an investment in our four SWOP teams. Everyone who invests in SWOP's community partnership is publicly thanked in the Chisholm Tribune, Hibbing Daily Tribune, Hometown Focus and the Mesabi Daily News at the end of the season.

Enclosed is a 2012 SWOP brochure, investment opportunities, and our 2012 fundraiser dinners. Please take a moment to read the enclosed information and thoughtfully consider your part in SWOP's community partnership.

If you have any questions, please feel free to call Barb Dobson, at 254-2039. She will be happy to answer any questions you may have either by phone or in person.

Please make checks payable to SWOP. Your contribution can be mailed to the address printed in the brochure. All contributions are tax deductible and a receipt will be mailed to you.

Again, thanks for your past support. With your help this year, we look forward to another year of empowering our youth for healthy relationships with work, community, and other people.

Respectfully, *Rev. Dr. David N. Stuenkel, Pres.* *Tracy Kenyon*

The SWOP Board

*Nick Tway*  
*Keith Kuse*  
Co-Chairs

*Jonathan Siegel - Earth rep.*  
*Boyle Stuenkel Sec.* *Barb Dobson*  
*Rev. Justin W. Fisher*  
*David P.*  
*Cheryl Smilanic Sec.*

# The SWOP Community Partnership

## Investment Opportunities

### Partners and Distinguished Partners

Partners of SWOP invest in SWOP at the level of \$500 or more for the year. They thereby demonstrate leadership as they join other businesses, organizations, and cities who believe in SWOP's mission of serving kids as they serve their communities. Partners are named in all publicity and reports as Partners. They are invited to attend the summer program awards banquet as honored guests of the SWOP youth. They may provide one or more representatives to serve as members of the Board, its committees, or one of the community councils. Partners who invest at the level of \$1,000 or more are recognized as Distinguished Partners invest \$1,000 or more.

### Members

MEMBERS of SWOP's Community Partnership make a membership investment of \$250 to \$499 a year. By doing so, they join other businesses, organizations, and cities who believe in SWOP's mission of serving kids as they serve their communities. They are named in all publicity and reports as Members, and invited to attend the summer program awards banquet as guests of the SWOP youth. Members may provide one or more representatives to serve as members of the Board, its committees, or one of the community councils.

### Sponsors

SPONSORS in SWOP's Community Partnership make a sponsoring contribution of \$100 to \$249 per year. By doing so, they join other businesses, organizations, and cities who believe in SWOP's mission of serving kids as they serve their communities. They are counted in all publicity and reports as Community Sponsors, and invited to attend the summer program awards banquet as guests of the SWOP youth. Sponsors may provide one or more representatives to serve as members of the Board, its committees, or one of the community councils.

### Host Organizations

Host Organizations demonstrate leadership by joining with other host organizations, businesses, organizations, and cities who believe in SWOP's mission of serving kids as they serve their communities. They maintain representation on the Board and make in-kind contributions of their facilities, office and staff support (and/or a specific budgeted contribution). They offer their facilities as needed as a meeting place for the program. As a Participating Churches, they provide a minimum of one and no more than five active representatives to attend all scheduled Board meetings. Host Organizations become participant members of SWOP by approval from their boards, and must have representation on the Board.

### Non-Profit Affiliates

NON-PROFIT AFFILIATE AGENCIES join with other churches, businesses, organizations, and cities who believe in SWOP's mission of serving kids as they serve their communities. As Affiliates, they are asked to commit financial support at a minimum of \$200, which also entitles them to have a voting representative at all board meetings. They are named as Affiliates in all SWOP publicity. They may provide one or more representatives to serve as members of the Board, its committees, or one of the community councils.

### Friends of SWOP

Friends of SWOP is the association of individuals, households, and businesses who contribute FIFTY or more dollars to ensuring that eleven to fourteen year olds have the opportunity to participate in a program of community service, job mentoring, and life skills. They are a welcome and vital part of the community support for SWOP.

### Supporters

Supporters are those who give contributions of up to \$49 in support of SWOP. They are thanked and named in our publicity as SWOP supporters.

# RMHC

*Range Mental Health Center, Inc.*

*Celebrating 50 Years of People Helping People*

501 First Street North  
Virginia, MN 55792  
218-741-4714  
800-450-4714  
Fax 218-741-3080

www.rangementalhealth.org

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Judge Donovan Frank

*An equal  
opportunity  
employer*



United Way

January 27, 2012

City of Mountain Iron  
8586 Enterprise Drive S.  
Mountain Iron, MN 55768

Dear City of Mountain Iron:

Thank you for your donation to the Range Mental Health Center. Your generous support enables RMHC to continue our mission of providing comprehensive services throughout the year to citizens of Northern Minnesota.

Please consider the enclosed a receipt for tax purposes. In compliance with Internal Revenue Service regulation, if any goods or services were provided in exchange for your gift, that benefit reduces your tax deductibility accordingly. Benefits that would have reduced your tax deductibility in 2011 are:

- Anniversary dinner tickets and sponsorships, \$25 per person was deducted for the meal
- Auction purchase, the value of the item was deducted from the purchase; please note that many items had a higher value than the purchase price

RMHC remains exempt under 501 (c)(3) of the IRS code. If you have questions about the information in the statement report receipt, contact Susan Garrett at 218-741-4714, extension 257.

Thank you again for helping us.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Wallin".

Sandy Wallin, RMHC  
Director of Development

# Annual Statement Report

<u>Constituent Name</u>	<u>Date</u>	<u>Fund Description</u>	<u>Gift Type</u>	<u>Amount</u>	<u>Receipt Amoun</u>
City of Mountain Iron	12/9/2011	U.S. Steel, Christmas Party/ADAPT	Cash	\$200.00	\$200.00
					<hr/>
					Total: \$200.00