

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, FEBRUARY 7, 2005 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the January 18, 2005 Regular Meeting (#1-11)
 - B. Bills and Payroll
 - C. Receipts
 - D. Communications (#114-120)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. Proposed Land Sale (#12-13)
 - C. Director of Public Work's Report (#14-16)
 - D. Director of Parks and Recreation's Report
 - 1. Broadcast of City Council Meetings (#17)
 - 2. Advertisement (#18-20)
 - E. City Engineers Report
 - 1. Pay Request Number 4 (#21-23)
 - F. Economic Development Authority
 - 1. JOB Zone Recommendation (#24)
 - G. Planning and Zoning Commission
 - 1. Ordinance Number 02-05 (#25-27)
- V. Unfinished Business
 - A. After Hours Call-out (#28-29)
 - B. Locomotive Park View Stand Area Upgrades (#30-34)
 - C. Street Light Policy (#35-39)
 - D. Mining Reclamation Request (#40-41)
- VI. New Business
 - A. Development Agreement
 - B. Resolution Number 04-05 Landscape Partnership Agreement (#42-60)
 - C. Resolution Number 05-05 Issuing Refunding Bonds (#61-88)
 - D. Mesabi Humane Society Contract (#89-94)
 - E. 2005 Site Agreement (#95-99)
 - F. Approval of Scope of Work (#100-105)
 - G. Greenwood Cemetery Request (#106)
 - H. City of Virginia Request (#107-108)
 - I. Snowplowing/Removal Issues (#109-112)
 - J. Reschedule Next Meeting (#113)
 - K. Communications (#114-120)
- VII. Open Discussion
- VIII. Announcements
- IX. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
JANUARY 18, 2005

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

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

1. Add the following items to the agenda:
V. C. Four Mile Lake-Streets on the West Side
2. Approve the minutes of the January 3, 2005, City Council meeting as submitted.
3. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period January 1-15, 2005, totaling \$203,762.19, (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, 2005, totaling \$247,008.75, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

No one spoke during the public forum.

During the Mayor's report, the Mayor requested that the Council consider projects for the Annual Mineland Reclamation Grant Applications that is due by February 25, 2005. The Mayor requested that this item be placed on the next regular meeting agenda.

The Mayor extended an invitation from the Laurentian Chamber of Commerce to attend the Annual Banquet and Awards Presentation on January 21, 2005, at the Mountain Iron Community Center.

During the Administrator's report, Councilor Roskoski questioned the Administrator regarding a list of employees listing Tim at Benchmark Engineering regarding sewer system inspections. The City Administrator said that he is listed because he completes the sewer system inspections within the City of Mountain Iron.

Councilor Roskoski brought some information forward regarding the Virginia Fire Department being short staffed and having the City of Mountain Iron being put on standby. He questioned how much this is costing the City. The City Administrator said that he found out about the situation a week or two ago and hasn't had time to speak with the Fire Chief regarding the matter. The City Administrator said that he would be

developing a response from the City Council to be reviewed at a future meeting. The Fire Chief said that he is aware of ten times that Mountain Iron has been put on standby, but have not been paged out. He said that he had been assured that if there was a fire in Virginia, the Virginia Fire Department would respond. The Fire Chief said that he was setting up a meeting with the Virginia Public Safety Director to discuss the matter further.

Councilor Roskoski questioned who would act in the Director of Public Works absence. The Director of Public Works said that the City Administrator would advise the Council in his absence and if the City Administrator was not present, the Recreation Director would advise the Council.

Councilor Irish forwarded some correspondence to the City Administrator for the next meeting agenda.

The City Engineer announced that Nick Stewart had successfully completed his Registered Land Survey exam and is now a Professional Land Surveyor.

During the City Attorney's report, the City Attorney updated the Council regarding the charitable foundation, he said that before the next regular meeting they would submit an outline to the Council and then Paul Cerkenik would be at the second meeting in February to answer any questions.

The Council reviewed the Sheriff's Department activity report for the month of December, 2004.

At 6:51 p.m., Larry Nanti, Recreation Director, entered the meeting.

It was moved by Nelson and supported by Skalko to accept the recommendation of the Parks and Recreation Board and adopt the Mountain Iron Parks and Recreation Policies, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Nelson and supported by Irish to accept the recommendation of the Parks and Recreation Board and approve the following list of West II Rivers Campground Improvements to be funded through a grant from Mineland Reclamation in the amount of \$30,000:

- | | |
|-------------------------------|--------------------|
| 1. Air handlers for bathrooms | \$ 2,000 - \$5,000 |
| 2. Half court basketball | \$ 5,000 - \$7,000 |
| 3. Dock | \$ 4,000 |
| 4. Bathroom Stalls | \$ 5,000 |
| 5. Water to remotes | \$ 3,000 |
| 6. Shower Controls | \$ 1,500 |

The motion carried.

It was moved by Nelson and supported by Irish to seek quotes for the cost of labor to erect the new pavilion at the West Two Rivers Campground. The motion carried with Councilor Roskoski voting no.

The Blight Officers stated that he had sent a letter to the LaPatka's regarding their blight issues and he advised the City Council that they have not responded to the letter. The City Attorney stated that he would contact them and ask them to return the letter to the City or the City would have to proceed with the agreement.

It was moved by Roskoski and supported by Irish to approve of the following slate of officers for the Mountain Iron Volunteer Fire Department:

Fire Chief	Tom Cvar
Assistant Fire Chief	Steve Norvitch
Training Officer/Captain	Justin Kochar
Captain	Joe Buria
Captain	Rory King
Secretary	Joe Buria

The motion carried.

Councilor Roskoski questioned the Fire Chief regarding the advertisements placed in the newspaper requesting applications for volunteer firefighters. The Fire Chief said that one of the applicants that were previously authorized to be hired did not pass his physical and there are a number of vacancies being created with retirements.

It was moved by Roskoski and supported by Irish to direct the City Engineer, where necessary, the City Administrator, where necessary, and the Director of Public Works, where necessary, to prepare a packet of improvement information, with special assessment amounts, to be submitted to the Spring Park Road property owners, with the information first being presented to the City Council for review and corrections, and schedule a public meeting with the property owners. The motion carried with Councilor Nelson voting no.

The Council discussed the 16th Avenue Street Improvement Project. Mr. Pettinelli and Mr. Klabunde, property owners on 16th Avenue, were present to discuss the street improvement project. The Council discussed the possibility of having only a portion of 16th Avenue upgraded to a nine ton street. It was the consensus of the Council to have the City Administrator request another meeting with the City of Virginia Street Committee to discuss the 16th Avenue street improvements further.

It was moved by Roskoski and supported by Skalko to have the City Administrator, the Director of Public Works, the City Attorney and the City Engineer to request Taylor Investments to have three additional cul de sacs built on Mashkenode Lake at the end of Shorthair Lane, Springer Drive, and Retriever Drive. The motion carried.

It was moved by Nelson and supported by Skalko to adopt Ordinance Number 01-05, providing for the salaries of the Mayor and Councilmembers of the City of Mountain Iron, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski voting no.

It was moved by Nelson and supported by Irish to adopt Resolution Number 03-05, approving the refinancing of certain city bonds, (a copy is attached and made a part of these minutes). The motion carried.

The Council reviewed the new Board of Review requirements. Councilor Irish volunteered to attend the required training session, for the Local Board of Review meetings requirements, scheduled for February 24, 2005, in Virginia.

It was moved by Roskoski and supported by Irish to authorize the Municipal Services Secretary to attend the Minnesota Clerks and Finance Officers Annual Conference in St. Cloud from March 16-18, 2005, with the City paying for expenses not to exceed \$301.00. The motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Roskoski to direct Benchmark Engineering to prepare a conceptual plan for the South Grove Park, located in the center of South Grove, to layout the area for residential building lots. The motion carried.

The Council discussed the Call-out Policy and Procedure. Councilor Irish questioned the form referred to in the Union Contract regarding tasks completed by the person that is called out. It was the consensus of the Council to have this item on the next meeting agenda along with the form that is used.

It was moved by Nelson and supported by Skalko to schedule a Housing and Redevelopment Authority meeting at 6:00 p.m. prior to the City Council meeting scheduled for the second meeting in February, 2005. The motion carried.

It was moved by Roskoski and supported by Skalko to have the Recreation Director obtain quotes from people that do video recording of City Council meetings, for playback at a later date, and have these quotes obtained by mid March. The motion carried.

At 8:02 p.m., it was moved by Nelson and supported by Irish that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

COMMUNICATIONS

1. Range Association of Municipalities and Schools, forwarding information regarding the 2005 Legislative Session.
2. Coalition of Greater Minnesota Cities, forwarding an update on activities.
3. League of Minnesota Cities, forwarding the January 7, 2005, Friday Fax.
4. League of Minnesota Cities, forwarding the 2005 City Policies.
5. Minnesota Association of Small Cities, advising the City that there is a vacancy on their Board of Directors for Region #4 and looking for applications.
6. An Uninformed Senior, a letter questioning why Mountain Iron's City Council meetings are not televised.
7. Laurentian Chamber of Commerce, an invitation to the Annual Banquet and Awards Presentation on January 21, 2005, at the Mountain Iron Community Center.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	103,315.65
CAMPGROUND RECEIPTS	FEES	112.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
BUILDING RENTALS	SENIOR CENTER	125.00
METER DEPOSITS	ELECTRIC	1,350.00
LICENSES	ANIMAL	60.00
METER DEPOSITS	WATER	15.00
CD INTEREST	CD INTEREST 101	1,985.42
CD INTEREST	CD INTEREST 301	1,446.29
CD INTEREST	CD INTEREST 378	661.15
CD INTEREST	CD INTEREST 602	289.25
CD INTEREST	CD INTEREST 603	2,535.19
CD INTEREST	CD INTEREST 102	25.52
CD INTEREST	CD INTEREST601	684.79
CD INTEREST	CD INTEREST 102	7.08
PERMITS	BUILDING	10.00
CD INTEREST	CD INTEREST 103	1,368.14
MISCELLANEOUS	REIMBURSEMENTS	4,075.51
MISCELLANEOUS	REFUNDS/ REIMBURSEMENTS	12.00
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	22.20
TAXES	TRANSFERS FROM MI HRA	84,437.50
BUILDING RENTALS	COMMUNITY CENTER	400.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	25.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	59.50
Summary Totals:		<u>203,762.19</u>

Check Issue Date(s): 01/08/2005 - 01/21/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
01/05	01/13/2005	31134	130011	MOUNTAIN IRON POSTMASTER	002-20200	286.76
01/05	01/19/2005	31135	10008	AIRGAS NORTH CENTRAL	002-20200	112.30
01/05	01/19/2005	31136	104	ALESHA ERICKSON	002-20200	98.09
01/05	01/19/2005	31137	10021	ARROWHEAD LIBRARY SYSTEM	002-20200	250.00
01/05	01/19/2005	31138	20007	BP	002-20200	3,529.57
01/05	01/19/2005	31139	30017	CARQUEST (MOUNTAIN IRON)	002-20200	355.07
01/05	01/19/2005	31140	30061	CELLULARONE	002-20200	494.24
01/05	01/19/2005	31141	220003	CITY OF VIRGINIA	002-20200	77.20
01/05	01/19/2005	31142	30053	CONSOLIDATED TRADING COMPANY	002-20200	1,056.96
01/05	01/19/2005	31143	30032	COURT ADMINISTRATOR	002-20200	200.00
01/05	01/19/2005	31144	40034	DAMBERG SCOTT GERZINA WAGNER	002-20200	3,529.99
01/05	01/19/2005	31145	40027	DULUTH/SUPERIOR COMMUNICATION	002-20200	107.95
01/05	01/19/2005	31146	500012	ERA LABORATORIES INC	002-20200	363.50
01/05	01/19/2005	31147	60026	FASTENAL COMPANY	002-20200	118.51
01/05	01/19/2005	31148	60005	FRYBERGER BUCHANAN SMITH &	002-20200	1,294.35
01/05	01/19/2005	31149	70028	GREATER MINNESOTA AGENCY INC	002-20200	186.00
01/05	01/19/2005	31150	80022	HAWKINS INC	002-20200	432.41
01/05	01/19/2005	31151	90002	INGRAM BOOK COMPANY	002-20200	141.86
01/05	01/19/2005	31152	103	JASON PATTERSON	002-20200	29.52
01/05	01/19/2005	31153	106	JILL YARICK	002-20200	96.87
01/05	01/19/2005	31154	105	JOSHUA JOHNSON	002-20200	217.66
01/05	01/19/2005	31155	120006	L & M SUPPLY	002-20200	1,774.31
01/05	01/19/2005	31156	120012	LIBRARY STORE	002-20200	63.49
01/05	01/19/2005	31157	120004	LITERARY GUILD	002-20200	62.47
01/05	01/19/2005	31158	130004	MESABI DAILY NEWS	002-20200	1,492.74
01/05	01/19/2005	31159	130006	MESABI HUMANE SOCIETY	002-20200	854.87
01/05	01/19/2005	31160	130096	MICROMARKETING ASSOCIATES	002-20200	41.75
01/05	01/19/2005	31161	130008	MINNESOTA MUNICIPAL UTILITIES	002-20200	5,681.87
01/05	01/19/2005	31162	130009	MINNESOTA POWER	002-20200	565.50
01/05	01/19/2005	31163	130010	MINNESOTA UC FUND	002-20200	1,639.39
01/05	01/19/2005	31164	130011	MOUNTAIN IRON POSTMASTER	002-20200	150.00
01/05	01/19/2005	31165	130037	M-R SIGN	002-20200	127.10
01/05	01/19/2005	31166		Information Only Check	002-20200	.00 V
01/05	01/19/2005	31167	130015	MT IRON WATER AND LIGHT DEPT	002-20200	13,279.30
01/05	01/19/2005	31168	140052	NORTHEAST SERVICE COOPERATIVE	002-20200	36,727.71
01/05	01/19/2005	31169	101	PAULETTE LALONDE	002-20200	50.00
01/05	01/19/2005	31170	160030	PRECISION MACHINE	002-20200	620.00
01/05	01/19/2005	31171	170001	QWEST	002-20200	467.90
01/05	01/19/2005	31172	180003	RANGE OFFICE SUPPLY	002-20200	79.76
01/05	01/19/2005	31173	180001	RANGE PAPER	002-20200	89.91
01/05	01/19/2005	31174	190003	SARANEN AUTO	002-20200	67.61
01/05	01/19/2005	31175	190010	SEPPI BROTHERS	002-20200	18.89
01/05	01/19/2005	31176	190024	ST LOUIS CO SHERIFF LITMAN	002-20200	34,166.74
01/05	01/19/2005	31177	190016	ST LOUIS COUNTY AUDITOR	002-20200	426.60
01/05	01/19/2005	31178	200020	THE TRENTI LAW FIRM	002-20200	4,496.28
01/05	01/19/2005	31179	200027	TRUE VALUE HOME CENTER	002-20200	1,143.45
01/05	01/19/2005	31180	210001	UNITED ELECTRIC COMPANY	002-20200	1,749.50
01/05	01/19/2005	31181	220014	VIKING INDUSTRIAL NORTH	002-20200	1,214.56
01/05	01/19/2005	31182	220020	VISA	002-20200	6,086.61
01/05	01/19/2005	31183	230025	WELLS FARGO BANK MN, N.A.	002-20200	57,498.75
01/05	01/19/2005	31184	230004	WENCK ASSOCIATES INC	002-20200	620.00
01/05	01/19/2005	31185	240001	XEROX CORPORATION	002-20200	557.63
01/05	01/19/2005	31186	260003	ZEE SERVICE COMPANY	002-20200	79.00
01/05	01/19/2005	31187	70007	GOVERNMENT TRAINING SERVICE	002-20200	150.00

Check Issue Date(s): 01/08/2005 - 01/21/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
Totals:						185,022.30
Payroll-PP Ending 1/14/05						52,750.21
Electronic Trans.-Sales Tax 1/20/05						9,236.24
TOTAL EXPENDITURES						<u>\$247,008.75</u>

MOUNTAIN IRON PARKS & RECREATION POLICIES

FUND RAISING

Fund raising by any team, organization or individual sponsored by the Parks and Recreation Department must be approved by the Park and Recreation Board. Such requests must include type of fundraiser to be held and the use of the funds raised.

UNIFORMS AND EQUIPMENT

All teams that are sponsored by the Parks and Recreation Department must wear only uniforms purchased, supplied and/or approved by the Department for use during games. At no time will uniforms be personalized with names or commercial logos.

Donations of uniforms or equipment must be approved by the Board. All trips and/or parties must be approved by the Recreation Director or Board.

All game equipment must comply with Standard Rules set forth by the league or governing body.

SALES OF CONCESSIONS

Only groups approved by the Mountain Iron Parks and Recreation Board will be allowed to vend or operate concession areas at any event that is sponsored by the Mountain Iron Parks and Recreation Board. Request for approval must be in writing to the Parks & Recreation Board and state what is to be sold. Vendor permits will be issued by the City of Mountain Iron per City policy.

EXPENDITURES OF FUNDS

All monies raised through funding drives or concession sales will become part of the Parks & Recreation Department. The Board will recommend expenditures from this fund.

Priority will be given to required equipment and safety issues for the entire program.

At no time will individuals act as the Park and Recreation Board or employees of the City of Mountain Iron or represent themselves as such.

ADOPTED BY THE MOUNTAIN IRON
PARKS AND RECREATION BOARD ON
APRIL 28, 2004



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 01-05

PROVIDING FOR THE SALARIES OF THE MAYOR AND COUNCILMEMBERS OF THE CITY OF MOUNTAIN IRON

THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:

SECTION 1. MAYOR. The salary of the Mayor of the City of Mountain Iron shall be the sum of \$3,600.00 per year.

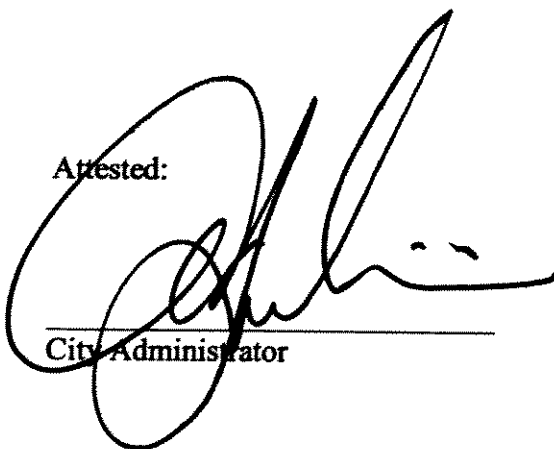
SECTION 2. COUNCILMEMBERS. The salary of each Councilmember of the City of Mountain Iron shall be the sum of \$2,700.00 per year.

SECTION 3. REPEAL OF INCONSISTENT ORDINANCE. All Ordinances inconsistent herewith are hereby repealed and replaced with the provisions of this Ordinance.

SECTION 4. EFFECTIVE DATE. The salaries established hereby are to be effective on January 2, 2007.

DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF JANUARY, 2005.

Attested:



City Administrator

Mayor Gary Skalko



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 03-05

APPROVING THE REFINANCING OF CERTAIN CITY BONDS

WHEREAS, the City issued its \$1,015,000 General Obligation Community Center Bonds, Series 1998 AND its \$1,280,000 General Obligation Improvement Bonds, Series 2000, and

WHEREAS, the Series 1998 Bonds are callable on February 1, 2007 and any date thereafter at 100 (par) and the Series 2000 Bonds are callable on February 1, 2008 and any date thereafter at 100 (par), and

WHEREAS, the City has been advised by Northland Securities, Incorporated (Northland Securities) that an advance refunding (refinancing) of said bond issue is possible based on interest rates presently available for the issuance of new bonds (the Refunding Bonds), and

WHEREAS, the City is authorized to negotiate the sale of refunding bonds pursuant to Minnesota Statutes, Section 475.60, Subd. 2, clause (5); and

WHEREAS, Northland Securities, has indicated a willingness to purchase the Refunding Bonds upon receipt from the City, County, and School District of various required information, and

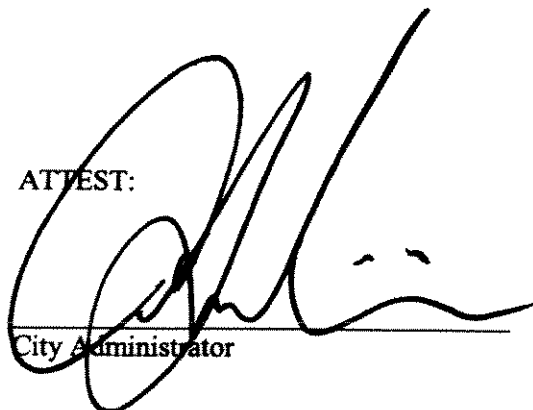
WHEREAS, the City desires to effectuate the transaction with Northland Securities whenever market conditions are appropriate and Northland Securities has received the required information.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Iron, Minnesota as follows:

1. That the Mayor and City Administrator are hereby authorized to approve the sale of the Refunding Bonds to Northland Securities provided that the net debt service reduction to be achieved by the City is at least \$60,000 and Northland Securities advises that it has received the required information.
2. That within 14 days of the foregoing approval, this City Council will meet to adopt the necessary approval resolution drafted by bond counsel.

DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF JANUARY, 2005.

ATTEST:


City Administrator
Mayor Gary Skalko



Saint Louis County

Land Department • 320 West 2nd Street, Room 607, Gov't. Serv. Cntr. • Duluth, MN 55802
Phone: (218) 726-2606 • Fax: (218) 726-2600

David J. Epperly
Land Commissioner

Mark E. Reed
Deputy Land Commissioner

January 20, 2005

Craig Wainio, Clerk
City of Mt Iron
8586 Enterprise Dr S
Mt Iron, Mn 55746

Re: Proposed Sale of State Tax Forfeited Lands

Dear City or Township Clerk:

The St. Louis County Land Department is proposing the sale of State Tax Forfeited land located within your City or Township. The land is legally described as follows:

SW1/4 of SW1/4, Sec 32, Twp 58, Rg 18, parcel 175-71-4780

This letter is being sent to you as a courtesy. If your municipality wishes to acquire this land, please complete the enclosed form (LD.withhold.9/02) to withhold the property from sale while your municipality pursues the acquisition of the property. This application must be received within 30 days of the date of this letter.

St. Louis County is under no obligation to convey this property to your municipality; however, the Land Department *may* seek County Board approval to temporarily withhold the parcel from sale.

Please respond with a certified copy of a City Council/Town Board Resolution specifying the type of acquisition, a description of the proposed public *purpose* (for purchase) or proposed public *use* (for free conveyance), and a copy of the statute, law, or local charter which authorizes the acquisition of land for the proposed public purpose. If a response is not received within this time period, the proposed land sale will be deemed approved.

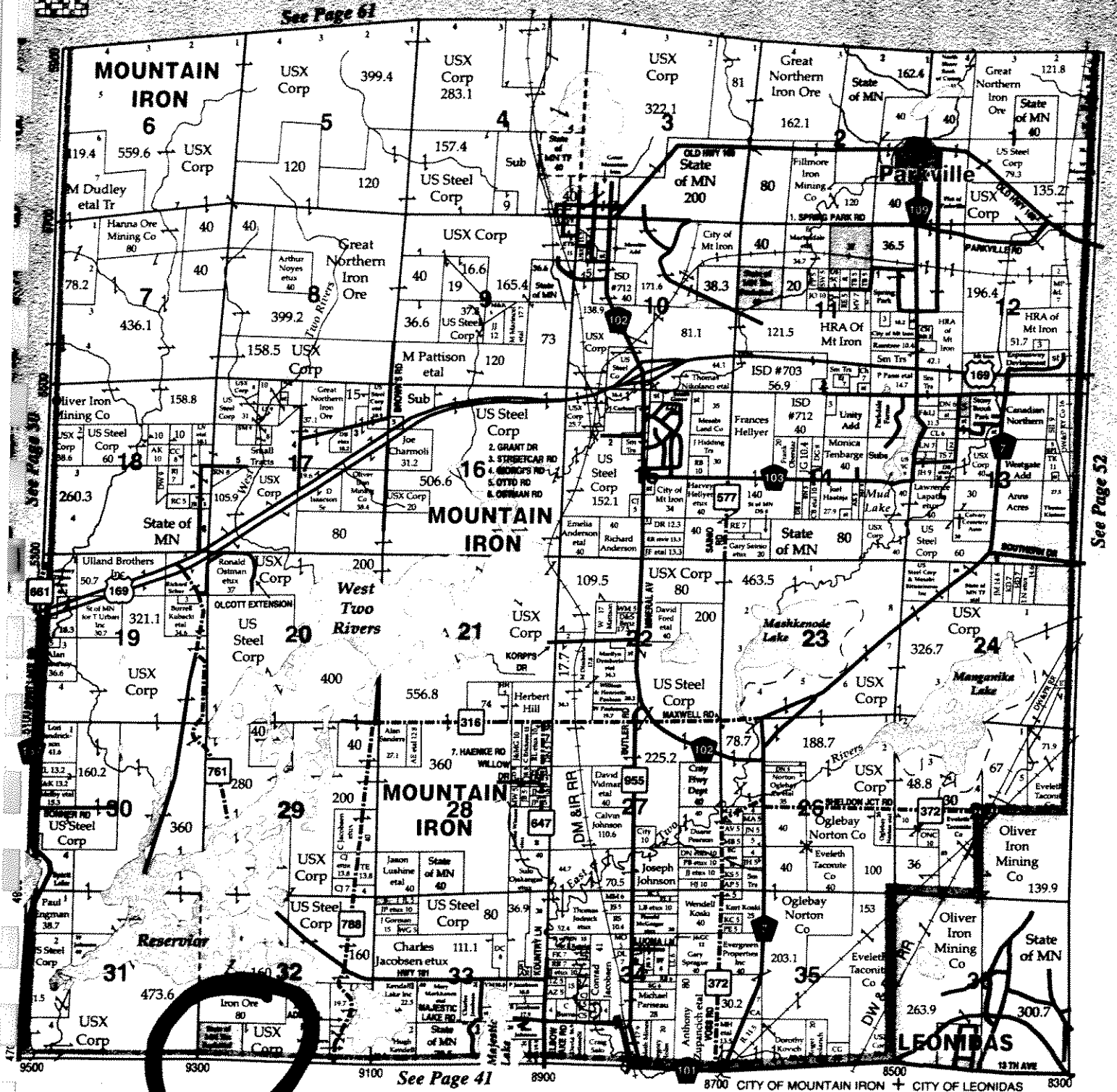
Sincerely,

BY: 

David Epperly
Land Commissioner

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See Page 61



See Page 41

See Page 52

13
Minnesota
We're into
BUSINESS

st. louis, mn

COUNCIL LETTER 020705-IVC1

PUBLIC WORKS

ON-SITE SEPTIC SYSTEM CONFERENCE

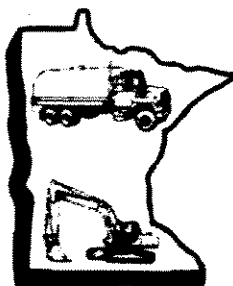
DATE: February 3, 2005

FROM: Don Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Enclosed is a conference in Duluth for on site septic systems. The City of Mountain Iron deals with the on-site systems in the City. If the City Council would like me to attend, the cost of this conference is \$195.00.

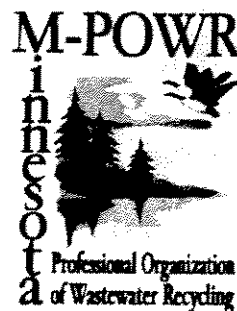
MOSTCA



**MN Onsite
Sewage
Treatment
Contractors
Association**

&

**MN
Professional
Organization
of Wastewater
Recycling**



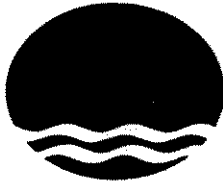
**jointly present the
Minnesota Onsite Wastewater Conference**

challenges **AND Successes**

in a 

**March 21-22, 2005
The DECC
Duluth, MN**

Be sure to stay for the Redoximorphic Features Conference on March 23, 2005



Minnesota Pollution Control Agency

January 20, 2005

CERTIFIED MAIL 7003 1010 0004 1789 2984
RETURN RECEIPT REQUESTED

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

RE: NPDES/SDS PERMIT MN0062260
Mountain Iron Water Treatment Plant
Mountain Iron, Minnesota

Dear Mayor Skalko:

This letter is in response to the September 2004 action of re-routing the discharge from the water treatment plant to the wastewater treatment plant and the termination of coverage under National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) permit MN 0062260 referenced above.

Upon evaluation of the justification provided, the Minnesota Pollution Control Agency (MPCA) has determined that coverage under the above-referenced permit will no longer be required for this facility. With the discharge is now terminated, effective immediately, the MPCA hereby terminates this permit.

Although a permit is not required at the present time, this is not necessarily a permanent situation. Future changes in the operation of your facility which result in a discharge to surface waters of the state may require a NPDES/SDS or SDS permit. In the event that such changes are anticipated, we remind you that a permit application must be submitted at least 180 days before any changes are made.

If you have any questions, please contact Jaramie Logelin at (218) 529-6257 or by email at jaramie.logelin@pca.state.mn.us.

Sincerely,

Paul C. Scheirer, Supervisor
NE Regional Unit
Municipal Division

PS/JL:pp

cc: Don Kleinschmidt, Public Works Director, City of Mountain Iron (w/letter)
Ben Wiener, Duluth MPCA Regional Office, (w/letter)

COUNCIL LETTER 020705-IVD1

COUNCIL REQUEST

VIDEO TAPING & PLAYBACK OF COUNCIL MEETINGS

DATE: February 3, 2005

FROM: Larry D. Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The Public Access Channel 5 will provide an operator and two cameras per meeting at a cost of \$100.00.

The meeting will then be played on Channel 5 approximately three (3) times per week.

COUNCIL LETTER 020705-IVD2

COUNCIL APPROVAL

ADVERTISING

DATE: February 3, 2005
FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The Mesabi Daily New is soliciting for ads in the Special Edition Communities 2005. Attached is the information.

In 2004, the City sponsored an advertisement at a cost of \$576.00.

Staff would like to know if the city is interested in the 2005 edition and if so, what size of the ad and its' content would you like to advertise.

I will have a copy of the 2004 advertisement at the meeting for review.

Special Edition 2005



Appearing Fridays, February 18 & 25 and March 4 & 11

"Our Communities" will focus on all the cities, town and small hamlets in our regional coverage area - their history and stories of the people who helped develop and continue to nurture them.

Special Edition Communities 2005

Appearing Fridays, February 18 and 25 and March 4 and 11

Advertising Deadlines

Deadline Section A.....February 4
Deadline Section B.....February 11
Deadline Section C.....February 18
Deadline Section D.....February 25

BE PART OF THE EDITION!

Readers can bring items and photos that tell either their personal story or the story of their communities. You can bring in the stories and photos to the Mesabi Daily News office, mail them to us or e-mail them to mdnedit@mx3.com.

**Deadline for stories and photos from
our readers is Feb. 11, 2005**

e-mail ads to mdnprod@mx3.com

19

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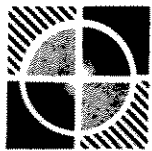


www.virginiamn.com

MESABI DAILY NEWS

Special Edition Rate/Discount Card 2005 at Promotional Rate of \$10.61 pci

<u>Size</u>	<u>Full Price</u>	<u>25% off</u>	<u>30% off</u>	<u>40% off</u>	<u>Total Price</u>	<u>Savings</u>
2"	\$21.22	\$15.92	14.85	12.73	64.72	20.16
4"	42.44	31.83	29.71	25.46	129.44	40.32
6"	63.66	47.75	44.56	38.20	194.17	60.47
8"	84.88	63.66	59.42	50.93	258.89	80.63
10"	106.10	79.58	74.27	63.66	323.61	100.79
12"	127.32	95.49	89.12	76.39	388.32	120.96
14"	148.54	111.41	103.98	89.12	453.05	141.11
15"	159.15	119.36	111.41	95.49	485.41	151.20
18"	190.98	143.24	133.69	114.59	582.50	181.42
20"	212.20	159.15	148.54	127.32	647.21	201.59
22"	233.42	175.07	163.39	140.05	711.93	221.75
24"	254.64	190.98	178.25	152.78	776.65	241.91
26"	275.86	206.90	193.10	165.52	841.38	1103.44
28"	297.08	222.81	207.96	178.25	906.10	282.22
30"	318.30	238.73	222.81	190.98	970.82	302.38
31.5"	334.22	250.67	233.95	200.53	1019.37	317.51



BENCHMARK ENGINEERING, INC.

CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING
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tel: 218-735-8914 • fax: 218-735-8923
email: info@bm-eng.com

January 14, 2005

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

Re: 2004 City Street Overlay Project
Pay Request No. 4
Project No. MI03-25

Dear Mr. Wainio:

Enclosed please find Pay Request No. 4 for the 2004 City Street Overlay project in the amount of **\$978.55**. Please note that the retainage will not be released until a final punchlist is prepared and completed in the Summer 2005.

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

Sincerely,
Benchmark Engineering, Inc.

Eric E. Fallstrom, P.E.

EEF: js

Enclosures

cc: Hardrives, Inc.


RECOMMENDATION OF PAYMENT

No. 4Engineer's Project No. MI03-25Project: 2004 Street Overlay ProjectCONTRACTOR: Hardrives Inc., 14475 Quiram Drive, Rogers, MN 55374For Period Ending November 2, 2004

To City of Mountain Iron
Owner

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

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

BENCHMARK ENGINEERING, INC.Dated December 3, 2004By 

STATEMENT OF WORK

Original Contract Price	\$ <u>192,556.72</u>	Work & Materials to Date	\$ <u>193,445.73</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (5%)	\$ <u>9,672.29</u>
Current Contract Price	\$ <u>192,556.72</u>	Subtotal	\$ <u>183,774.44</u>
		Previous Payments	\$ <u>182,795.89</u>
		Amount Due this Payment	\$ <u>978.55</u>



PAY REQUEST NO. 4

2004 STREET OVERLAY PROJECT

CITY OF MOUNTAIN IRON, MINNESOTA

PROJECT NO: MI03-25

SPEC. NO.	ITEM	UNITS	PROJECT QUANTITY	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2104.501	REMOVE PIPE CULVERT	LIN. FT.	27.0	\$20.00	60.0	\$1,200.00
2104.501	REMOVE CURB & GUTTER	LIN. FT.	154.0	\$4.00	163.0	\$652.00
2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	105.0	\$10.00	82.1	\$821.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	33.0	\$4.00	45.3	\$181.20
2104.513	SAWING BITUMINOUS PAVEMENT	LIN. FT.	148.0	\$3.50	187.0	\$654.50
2105.501	COMMON EXCAVATION	CU. YD.	25.0	\$10.00	29.7	\$297.00
2105.525	TOPSOIL BORROW (CV)	CU. YD.	31.0	\$27.00	37.0	\$999.00
2105.604	GEOTEXTILE FABRIC SPECIAL (PAVING)	SQ. YD.	10677.0	\$1.44	10,677.0	\$15,374.88
2211.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	93.0	\$15.40	35.0	\$539.00
2221.503	AGGREGATE SHOULDERING (CV), CLASS 1	CU. YD.	253.0	\$15.40	306.0	\$4,712.40
2331.604	BITUMINOUS PAVEMENT RECLAMATION (6")	SQ. YD.	2150.0	\$1.65	2,545.6	\$4,200.24
2350.501	TYPE LV 4 WEARING COURSE MIXTURE (B)	TON	4183.0	\$30.00	4,300.4	\$129,012.00
2350.502	TYPE LV 3 NON WEAR COURSE MIXTURE (B)	TON	364.0	\$32.00	259.0	\$8,288.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	2002.0	\$1.17	2,333.0	\$2,729.61
2501.511	8" CMP PIPE CULVERT	LIN. FT.	55.0	\$55.00	60.0	\$3,300.00
2503.541	8" CMP PIPE APRON	EACH	2.0	\$190.00	2.0	\$380.00
2504.602	ADJUST VALVE BOX - WATER	EACH	1.0	\$125.00	0.0	\$0.00
2506.522	ADJUST FRAME AND RING CASTING	EACH	25.0	\$190.00	25.0	\$4,750.00
2531.501	CONCRETE CURB & GUTTER - DES. B618	LIN. FT.	154.0	\$20.00	163.0	\$3,260.00
2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	112.0	\$43.00	82.1	\$3,530.30
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$1,500.00	1.0	\$1,500.00
2564.603	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN. FT.	4268.0	\$0.95	4,268.0	\$4,054.60
2564.603	4" SOLID LINE WHITE - EPOXY	LIN. FT.	3184.0	\$0.50	3,136.0	\$1,568.00
2575.505	SODDING TYPE LAWN	SQ. YD.	390.0	\$4.00	360.5	\$1,442.00

COMPLETED TO DATE: **\$193,445.73**

BENCHMARK ENGINEERING, INC.

COUNCIL LETTER 020705-IVF1

EDA

JOBZ AWARD

DATE: February 3, 2005
FROM: Economic Development Authority
Craig J. Wainio
City Administrator

As requested by the City Council, the Mountain Iron EDA has reviewed and evaluated the potential JOBZ designation for Precision Testing Inc. The Board of the EDA voted to recommend to the City Council that Precision Testing Inc. be awarded all JOBZ benefits that they may be eligible for with the exception of the property tax exemption.

Staff Note: If the City Council desires to move ahead with granting the JOBZ designation as recommended, a public hearing on the matter should be scheduled for the second meeting in March. The public hearing would be on the proposed business subsidy agreement.

COUNCIL LETTER 020705-IVG1

PLANNING AND ZONING

ORDINANCE 02-05

DATE: February 3, 2005

FROM: Planning and Zoning Commission

Craig J. Wainio
City Administrator

At their meeting on January 24th, the Planning and Zoning Commission, after completion of a Public Hearing, recommended modifying the shoreland setback requirements for Mashkenode Lake. Ordinance Number 02-05 presents these amendments which basically shrinks the lake setback requirements from 150 feet to 100 feet. The amendment brings the City code into compliance with the agreement previously worked out between the City and the DNR when Mashkenode Lake was being developed.

It is recommended that the City Council adopt Ordinance Number 02-05 as presented.



CITY OF MOUNTAIN IRON

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ORDINANCE NUMBER 02-05

AMENDING CHAPTER 22 OF THE MOUNTAIN IRON CITY CODE

THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:

SECTION 1 AMENDING SECTION 22.14 SUBSECTION 5.21.A. Section 22.14 Subdivision 5.21.A. of the Mountain Iron City Code is hereby amended to read as follows:

- A. Structures and On-site Sewage System Setbacks (in feet) from Ordinary High Water Level*.
Setbacks*

CLASSES OF PUBLIC WATERS	STRUCTURES		SEWAGE TREATMENT SYSTEM
	UNSEWERED	SEWERED	
Lakes			
Natural Environment	150	150	150
<i>Except Mashkenode Lake</i>	100	n/a	100
Recreational Development	100	75	75
General Development	75	50	50
Rivers			
Remote	200	200	150
Forested and Transition	150	150	100
Agriculture, Urban, and Tributary	100	50	75

*One (1) water-oriented accessory structure designed in accordance with Section 5.22 of this ordinance may be set back a minimum distance of ten (10) feet from the ordinary high water level.

SECTION 2 INCONSISTENT ORDINANCES. All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

SECTION 3 EFFECTIVE DATE. This Ordinance shall be effective according to State Statute.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF FEBRUARY, 2005.

ATTEST:

Mayor Gary Skalko

City Administrator

PLANNING AND ZONING COMMISSION MINUTES
MOUNTAIN IRON, MINNESOTA
JANUARY 24, 2005

The regular meeting of the Planning and Zoning Commission was called to order at 7:00 p.m. by Chairman Steve Giorgi. Members present were Ray Saari, Steve Skogman, Jim Giorgi, Steve Giorgi, Vicky Juntunen, and Barb Fivecoate. Absent member included: Margaret Soyering. Also present were Zoning Administrator Jerry Kujala and Council Liaison Allen Nelson.

APPROVAL OF MINUTES

A motion was made by J.Giorgi with support from Skogman to accept the minutes of the January 10, 2005 meeting, as written and passed unanimously.

OLD BUSINESS

Zoning Administrator Kujala gave a report on the Glen & Connie Pearson request for a Variance to move a garage onto their property and it met code. The request for a Conditional Use Permit to have horses on their property was not satisfied as the horse are to close to the well, but the Pearsons have agreeded to move them the proper distance of 150 feet in Spring 2005 when the weather is better and the ground is thawed.

PUBLIC HEARING

At 7:05 p.m. Skogman made a motion with support from Saari to close the regular meeting & open the Public Hearing for the revision of the Zoning Ordinance for the setbacks at Mashkenode Lake and it passed unanimously. Discussion was held on the setbacks and no one was there to speak and no written correspondence was received for or against it. At 7:09 p.m. a motion was made by S. Giorgi with support from Skogman to close the Public hearing and open the regular meeting and passed unanimously.

NEW BUSINESS

A motion was made by J.Giorgi with support from Fivecoate to accept the setbacks for Mashkenode Lake of 100 feet. It passed unanimously.

ZONING ADMINISTRATOR REPORT

The Zoning Administrator had nothing additional to report.

ANNOUNCEMENTS

Fivecoate informed the Commission that she will be unavailable until March 23rd so they can arrange for a Secretary in her absence.

ADJOURN

At 7:18 p.m. a motion was made by J.Giorgi with support S.Giorgi to adjourn the meeting & passed unanimously.

Respectfully submitted:

Barb Fivecoate
Secretary

COUNCIL LETTER 020705-VA

CITY COUNCIL

AFTER HOURS CALLOUT

DATE: February 3, 2005
FROM: City Council
Craig J. Wainio
City Administrator

As per the direction at the last City Council meeting, this item is being placed on the Agenda. Enclosed is a form that was in the process of being developed.

Municipal Electric Department On Call - Outage Report

Time Called: _____

Outage Date: _____

Location: _____

Outage Information

Type of Outage:

Non scheduled: ☐

Scheduled: ☐

Reported By:

Office/Dispatch: ☐

Customer: ☐

All Other: ☐

Outage Voltage:

More than 600 Volts: ☐

Less than 600 Volts: ☐

Cause:

Power Supplier: ☐

Weather: ☐

Trees: ☐

Unknown: ☐

Overhead Equip Fail: ☐

Birds, Animals, Snakes: ☐

Human: ☐

Underground Equip Fail: ☐

Foreign Interference: ☐

All Other: ☐

Outage Duration:

Number of Customers: _____ Date: _____ Time Off: _____ Date: _____ Time On: _____

Affected Customers: _____ Date: _____ Time Off: _____ Date: _____ Time On: _____

Affected Customers: _____ Date: _____ Time Off: _____ Date: _____ Time On: _____

Affected Customers: _____ Date: _____ Time Off: _____ Date: _____ Time On: _____

Explanation of Outage:

REPORTED BY: _____

DATE: _____

COUNCIL LETTER 020705-VB

COUNCILOR ROSKOSKI

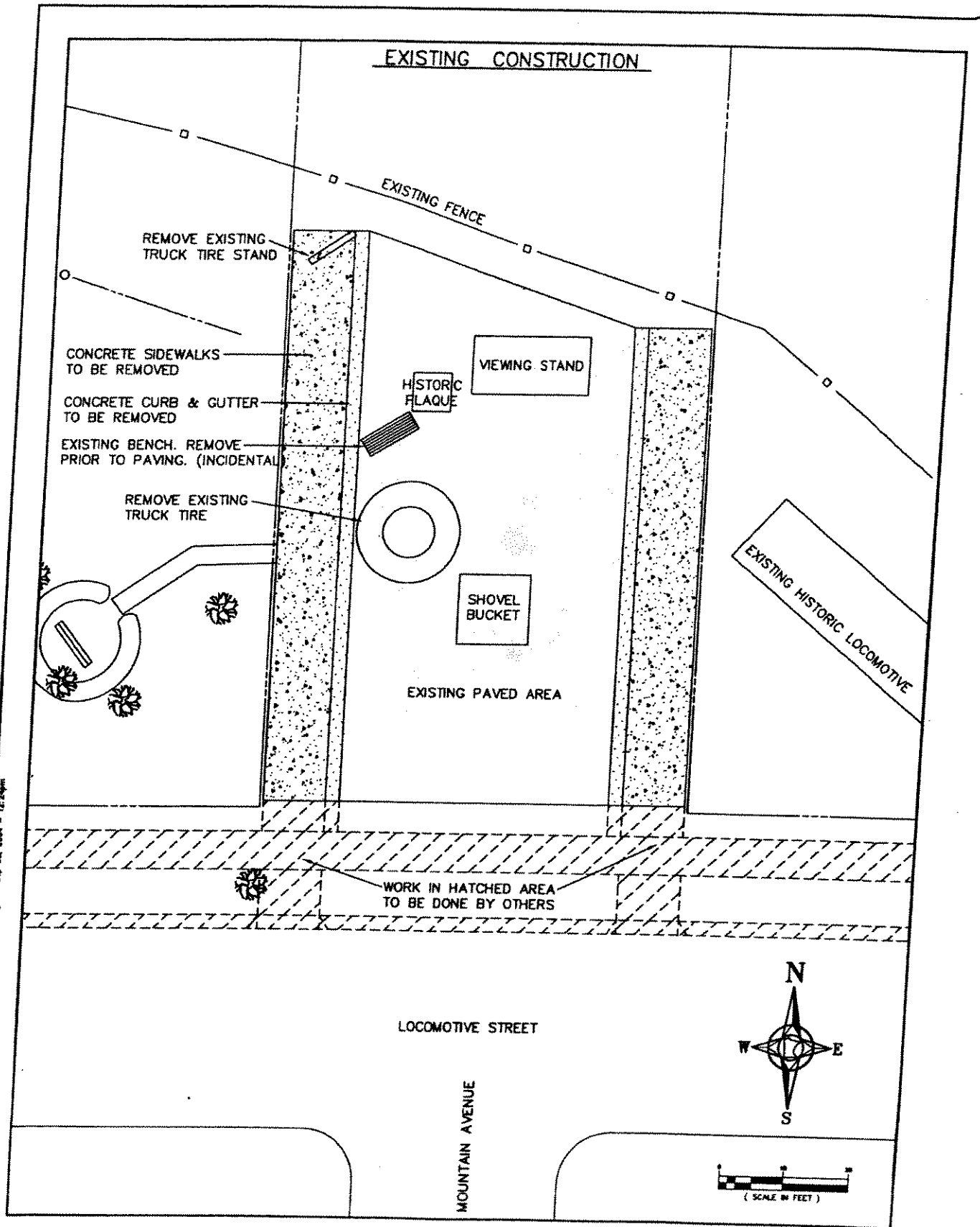
**LOCOMOTIVE PARK VIEW
STAND AREA UPGRADES**

DATE: February 3, 2005
FROM: Councilor Roskoski
Craig J. Wainio
City Administrator

Backup information: City crew members are capable of doing much of the required work in that area. The project could be started after the spring thaw.

Mr. Wainio: Include the latest plan and engineering work that was done in that area (what the City seeked quote with last fall) in all councilor's meeting packets.

Plotted by: jhm
\\winners\land\projects\1001-27\log\1001-27.plt Aug 03, 2004 - 12:24pm



PROPOSED CONSTRUCTION

PLACE NEW TRUCK TIRE STAND AND HANG TIRE.
(STAND PROVIDED BY CITY)

EXISTING FENCE

RELOCATE EXISTING VIEWING STAND TO NEW LOCATION (4' EAST).
RAISE APPROXIMATELY 3".
(UTILIZE EXISTING AND NEW TREATED TIMBERS).

REPLACE BENCH AFTER PAVING. (INCIDENTAL)

INSTALL 2 NEW CONCRETE LIGHT BASES. ANTIQUE STREET LIGHTS AND WIRING TO BE PROVIDED BY OTHERS.

NEW CONCRETE CURB AND GUTTER TO CONSTRUCT

NEW 1 1/2" BITUMINOUS OVERLAY TO CONSTRUCT

EXISTING HISTORIC LOCOMOTIVE

NEW 12'x 12'x 6" THICK CONCRETE BASE FOR EXIST. SHOVEL BUCKET (CENTER PAD BETWEEN CURB LINES)

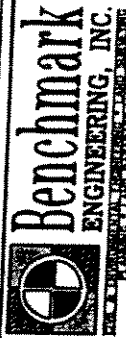
NEW CONCRETE SIDEWALKS TO CONSTRUCT. TYPICAL BOTH SIDES. (JOINT PATTERN APPROX. 5'x 5')

WORK IN HATCHED AREA TO BE DONE BY OTHERS

LOCOMOTIVE STREET

MOUNTAIN AVENUE

DRAFT



I hereby certify that this plan, specification or report was prepared by me or under my supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

Printed name: ERIC E. FALLSTROM

Date: _____ Lic. No. 40351

DATE REVISIONS DESCRIPTION

LOCOMOTIVE PARK IMPROVEMENT PLAN
MOUNTAIN IRON, MINNESOTA

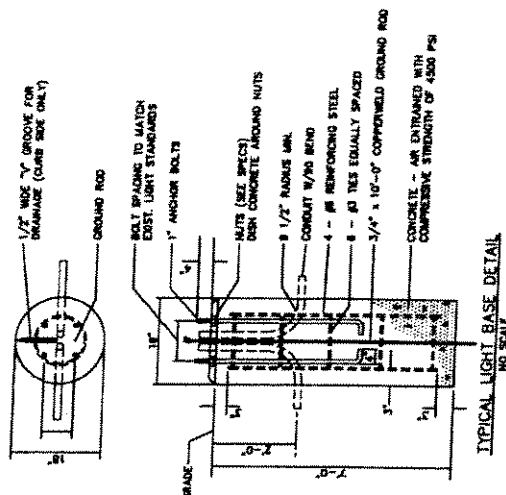
PLAN

SHEET NO.
1 of 2

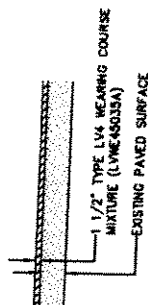
LOCOMOTIVE PARK IMPROVEMENT PLAN
MOUNTAIN IRON, MINNESOTA

MOUNTAIN IRON, MINNESOTA

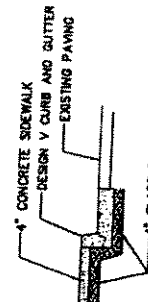
ESTIMATED QUANTITIES AND DETAILS



TYPICAL LIGHT BASE DETAIL



TYPICAL BITUMINOUS OVERLAY
NO SCALE



TYPICAL CURB SECTION
NO SCALE

DRAFT

NOTE	SPEC. NO.	ITEM	UNIT	TOTAL QUANTITY
1	2104.501	REMOVE CURB AND GUTTER	LN. FT.	185.0
	2104.503	REMOVE CONCRETE SIDEWALK	SQ. YD.	1851.0
	2104.504	1" CONC. FILLING	CY. YD.	6.0
	2111.501	APPROPRIATE BASE CL. 3	CY. YD.	23.0
	2150.500	TYPE IVB WEARING COURSE	TON	35.0
	2150.501	1" PLANK BASE FOR TACK COAT	CAL.	20.0
	2151.500	1" CONC. WALK	LN. FT.	16.0
	2151.501	CONC. CURB AND GUTTER, DESIGN WITH	SQ. FT.	12611.0
	2151.504	1" CONC. FILLING	SQ. YD.	1851.0
	2151.513	CONCRETE CURB BASE	EACH	14.0
	2151.502	CONCRETE LAWN TYPE	SQ. YD.	80.0
1		REMOVE AND REPLACE TREE PLANT	LUMP SUM	1.0
		RELOCATE EXISTING PLANT	LUMP SUM	1.0

BASIS FOR ESTIMATED QUANTITIES

AGGREGATE BASE CLASS 5 - 2211.603
4" THICK UNDER SIDEWALK
4" THICK UNDER CURB AND GUTTER
TYPE 1.5A WEARING COURSE MIXTURE
115 LBS. PER SQ. YD. PER IN. OF DEP.
PERCENTAGE OF BIT. MATERIAL DETERM.
BY MATERIAL FOR TACK COAT - 0.65 G

• SCOPE

1. THESE ITEMS SHALL BECOME PROPERTY OF THE CONTRACTOR FOR LAWFUL DISPOSAL OUTSIDE OF THE PROJECT LIMITS.
2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF MT. IRON UTILITIES PRIOR TO POURING BASE TO DETERMINE BOLT PATTERN.
3. TO BE UTILIZED AT THE BACK OF SIDEWALK AS REQUIRED.



September 15, 2004

ENGINEER'S ESTIMATE OF QUANTITIES AND OPINION OF COST
 LOCOMOTIVE PARK IMPROVEMENT PLAN
 MOUNTAIN IRON, MINNESOTA
 PROJECT NO: MI04-27

SPEC. NO.	ITEM	UNITS	ITEM COST	PROJECT QUANTITIES	TOTAL AMOUNT
2104.501	REMOVE CONC. CURB & GUTTER	LIN. FT.	\$2.00	165.0	\$330.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ. FT.	\$1.00	1,561.0	\$1,561.00
2105.525	TOPSOIL BORROW	CU. YD.	\$20.00	6.0	\$120.00
2211.503	AGG. BASE CL. 5 (CV)	CU. YD.	\$20.00	20.0	\$400.00
2350.501	TYPE LV 4 WEARING COURSE MIXTURE(A)	TON	\$45.00	35.0	\$1,575.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	\$1.50	20.0	\$30.00
2503.511	3" PVC PIPE	LIN. FT.	\$35.00	16.0	\$560.00
2521.501	4" CONCRETE WALK	SQ. FT.	\$3.00	1,561.0	\$4,683.00
2531.604	6" CONCRETE PAD	SQ. FT.	\$3.50	144.0	\$504.00
2545.515	CONCRETE LIGHT BASE	EACH	\$750.00	2.0	\$1,500.00
2575.505	CONCRETE CURB & GUTTER-DES. V618	LIN. FT.	\$15.00	165.0	\$2,475.00
2575.505	SODDING LAWN TYPE	SQ. YD.	\$4.00	60.0	\$240.00
	RELOCATE VIEWING STAND	LUMP SUM	\$500.00	1.0	\$500.00
	REMOVE AND REPLACE TIRE RACK	LUMP SUM	\$400.00	1.0	\$400.00

SUBTOTAL: \$14,878.00
 CONTINGENCIES: \$1,487.80
 ENGINEERING: \$1,500.00
 ESTIMATED CONSTRUCTION COST: \$17,865.80

BENCHMARK ENGINEERING, INC.

COUNCIL LETTER 020705-VC

COUNCILOR ROSKOSKI

STREET LIGHTING POLICY

DATE: February 3, 2005

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

Backup information: The text reflecting assessments for street/alley area lighting should be deleted/changed as the City has never assessed for any street/alley area lighting.

Mr. Wainio: Include the street lighting policy in all councilor's meeting packets.

STREET LIGHTING POLICY

Policy Number 2002-04

Adopted October 7, 2002

A. GENERAL

This policy applies to street lighting erected within the public right-of-way for the purpose of lighting public streets.

Traffic Safety shall mean both vehicles and pedestrian safety.

Requested and/or proposed light locations shall be physically inspected by the Public Works Director to determine the feasibility of placement and the need.

Streetlights are provided primarily for street traffic safety. Streetlights do provide an indirect benefit to security, however, should not be installed solely for security purposes unless a traffic safety benefit can be justified.

The lighting system should conscientiously respond to the energy issues of the times - both in terms of the amount of energy to be consumed and the potential cost of the energy. The Public Works Director shall periodically recommend to the Council the relocation or removal of existing lights in the event they are too close per City standards or are deemed hazardous or unnecessary for traffic safety purposes.

The Public Works Director shall be responsible for maintaining a map of the City showing existing street light locations for all platted streets within the City. The map shall indicate whether each fixture and pole is City owned, Minnesota Power (MP) owned, Lake County Power owned (LCP) or Virginia Public Utilities owned.

B. STREET LIGHT REQUESTS

Streetlights will be considered upon receipt of a petition from property owners on the affected street or by recommendation of the Public Works Director. Consideration will be given only when such petition, and thereafter reviewed by the City, demonstrates a specific need warranted, due to traffic safety.

A petition requesting a light shall be by 60% of the abutting property owners in frontage within 150 feet in any street direction of the proposed location, on either side of the street. The petition shall be processed under State Statutes, Section 429 for special assessment projects.

Street light petitions shall be received by August 1 of every year in order for the streetlight to be installed during the following year. The Public Works Director shall prepare an annual lighting project that shall include City owned and/or utility owned streetlights requested and/or recommended during the proceeding year.

C. COST

The City shall pay the operating, maintenance and replacement cost of all street lighting located within the, right-of-way.

All costs associated with installing streetlights shall be financed 100% through special assessments to the benefiting properties in the vicinity of the streetlight. Benefiting properties are hereby defined as properties within 150 feet in any street direction from the proposed location, on either side of the street. Assessments will be spread on a unit cost per parcel basis.

Streetlights shall be included as part of reconstruction and overlay projects unless 90% of the property owners sign a petition opposing the installation. Existing streetlights that do not meet the design criteria shall be removed and replaced.

D. LOCATIONS CONSIDERED

Street lights may be installed at every street intersection open for traffic in the City, except in cases where the Director of Public Works determines adjacent street lighting is adequate to cover an intersection of the low volumes of traffic and pedestrians does not warrant the installation.

Mid-block streetlights may be installed where the distance between intersection streetlights greater than 400 feet. Mid-block lights shall be placed between lots on the property lines.

Other streetlights may be considered if a specific safety hazard exists, such as a curve or hill that would limit the effectiveness of vehicular headlights.

Streetlights shall not be placed within ten (10) feet of fire hydrants or five (5) feet of driveways.

E. TYPES OF LIGHTING INSTALLED

The basic design criteria for the various development intensities and roadway classifications shall be as follows:

RESIDENTIAL AREAS Development which includes areas with single-family homes, townhouses and apartments with densities equal to or less than four (4) units per acre. May include other types of

developments characterized by few pedestrians and low parking demand or turnover at night.

INTERMEDIATE AREAS Development generally within the zone of influence of a business or industrial development, characterized by moderately heavy nighttime pedestrian traffic and a lower parking turnover rate than found in commercial areas. This area includes densely developed apartment areas.

COMMERCIAL AREAS Developments that include commercial and business areas where ordinarily there are large numbers of pedestrians and a heavy demand for parking space.

MINOR ARTERIAL Thoroughfare streets giving continual access through the City and connecting to thoroughfare systems of neighboring communities. These roadways should be uniformly lighted to identify them as through routes and to facilitate safe and efficient movement through Mountain Iron.

COLLECTOR Street primarily serving the residential areas, facilitate and consolidation of neighborhood traffic before distribution onto the Minor Arterial routes. These streets should be selectively illuminated in order to call attention to intersections and other hazardous areas.

LOCAL Streets that serve relatively small amounts of traffic with local origins and destinations should be lighted selectively at intersections and hazardous areas.

The technical specifications shall serve as the standard by which the streetlights shall comply.

STREET CLASSIFICATION	LAMP INTENSITY	MOUNTING HEIGHT
RESIDENTIAL AREAS		
Minor Arterial	*1.0 IES	40 Feet
Collector	250 Watt	30 Feet
Local	100 Watt	13 Feet
Cul-de-sac	100 Watt	13 Feet
INTERMEDIATE AREAS		
Minor Arterial	*1.4 IES	40 Feet
Collector	*0.9 IES	30 Feet
Local	*0.6 IES	30 Feet
COMMERCIAL AREAS		
Minor Arterial	*2.0 IES	40 Feet
Collector	*1.2 IES	30 Feet
Local	*0.9 IES	30 Feet

*Design for specific location based on required EIS (Illuminating Engineering Society) level and uniformity.

F. STREET LIGHT OWNERSHIP

The City of Mountain Iron shall require the installation of streetlights consistent with the City's design and technical standards in all new developments. The poles and fixtures installed shall be City owned and conform to MP's "Equipment Standards for Customer Owned Street Lighting".

For all existing neighborhoods in which installation of a streetlight is desirous, consideration shall be given to utilizing existing utility poles. In the event MP, LCP or Virginia Public Utilities have utility poles existing within the boulevard and the appropriate electrical services exists on the utility poles. MP, LCP or Virginia Public Utility owned lights may be installed on the existing poles. In the event an existing power pole cannot be overhead, overhead electrical distribution cables should be replaced with an underground system, the utility pole mounted lights will be replaced by the City owned poles and luminaries.

COUNCIL LETTER 020705-VD

CITY COUNCIL

MINELAND RECLAMATION

DATE: February 3, 2005

FROM: City Council

Craig J. Wainio
City Administrator

As per the direction at the last City Council meeting, this item is being placed on the Agenda.

Monday, January 10, 2005



Dear Mayor/Chairman:

Iron Range Resources Mineland Reclamation Program staff are currently working on budgets for the next fiscal year, which begins July 1, 2005. We are soliciting project suggestions from cities and townships within the Taconite Assistance Area (TAA), where mining activity has taken place.

To qualify for Mineland Reclamation funding, your project must meet the following basic criteria. Projects must be located on lands that were disturbed or impacted by mining activities. The land must be publicly owned or leased by a unit of government. The local unit of government must agree to maintain the project upon completion.

Projects addressing safety issues will continue to remain our number one priority. This year a second priority will be on regional projects that are consistent with the Laurentian Vision long range planning process. Projects that have direct economic impact, leverage substantial dollars from other funding sources and have community support and involvement will also be considered.

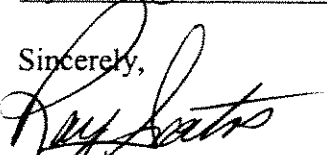
There is no formal application form to apply for Mineland Reclamation funding. Include as much information as possible when submitting ideas. If your community is submitting more than one project, please prioritize the projects in order of importance. Projects should be submitted by your city or township and not individual citizens. All projects submitted will be reviewed and a Mineland Reclamation staff person will contact you.

Your request needs to be submitted to the Mineland Reclamation office by Friday, February 25, 2005. Please send your requests for Mineland Reclamation project proposals to:

Ray Svatos
Iron Range Resources – Mineland Reclamation
801 SW Highway 169, Suite 2
Chisholm, Minnesota 55719

If you have any questions regarding your project or the Mineland Reclamation program, please contact the Mineland Reclamation office at (218) 254-7967 or email to ray.svatos@ironworld.com.

Sincerely,


RAY SVATOS
Director

RS:s

41



Iron Range Resources
Mineland Reclamation
801 SW HWY 169
Suite 2
Chisholm, MN 55719
(218) 254-7967
fax (218) 254-7973

www.IronRangeResources.org

An Equal Opportunity Employer

COUNCIL LETTER 020705-VIB

ADMINISTRATION

RESOLUTION 04-05

DATE: February 3, 2005
FROM: Craig J. Wainio
City Administrator

Resolution Number 04-05 authorizes the execution of a grant agreement with the Minnesota Department of Transportation for landscaping materials to be placed at the Quad Cities sign located on Highway 169. Through this grant, the State will fund up to \$3,000 worth for landscape materials. The City will be responsible for installation through current City Staff and/or Summer Youth employees.

It is recommended that the City Council approve Resolution Number 04-05 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 04-05

AUTHORIZING AGREEMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA that the City of Mountain Iron enters into MN/DOT Agreement No. 87601 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 169, 0.5 miles west of St. Louis County Road No. 137 under State Project No. 6935-969 (T.H. 169=035).

BE IT FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF FEBRUARY, 2005.

ATTEST:

Mayor Gary Skalko

City Administrator



CITY OF MOUNTAIN IRON

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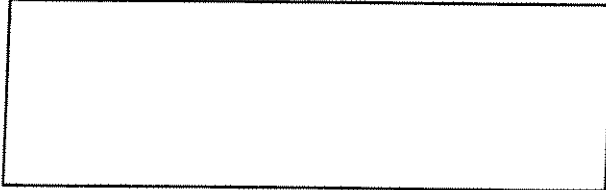
CERTIFICATION

State of Minnesota)
County of Saint Louis) ss
City of Mountain Iron)

I hereby certify that Resolution Number 04-05 is an accurate copy of the Resolution presented to and adopted by the City Council of the City of Mountain Iron at a duly authorized meeting thereof held on the 7th day of February, 2005, as shown by the minutes of said meeting in my possession.

Craig J. Wainio
City Administrator

The foregoing instrument was acknowledged before me this 7th day of February, 2005 by Craig J. Wainio, the City Administrator, of the City of Mountain Iron, a public body, corporate and politic, and a political subdivision of the State of Minnesota.



SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT



Minnesota Department of Transportation

Transportation District One

1123 Mesaba Avenue
Duluth, MN 55811-2798

Office Tel: 218/ 723-4870
Fax: 218/ 723-4774

January 14, 2005

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

Subject: Landscape Partnership Agreement 87601
City of Mountain Iron
S.P. 6935-969 (T.H. 169=035)
State Funds
State cost for landscape materials acquisition by the
City for use along T.H.169

Dear Mr. Wainio:

Transmitted herewith in duplicate is a proposed agreement with the City of Mountain Iron. This agreement provides for payment to the City of the State's share of the costs of landscape materials acquisition by the City for use adjacent to T.H. 169 within the corporate City limits, in accordance with the State's "Community Roadside Landscaping Partnership Program."

Present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City officers on both copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

When both the original copies of the agreement and resolution have been signed, please return them to this office so that they may be returned to St. Paul for final execution. A copy of the agreement is enclosed for your use until a fully executed copy is returned to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter Leu', written over a horizontal line.

Walter Leu, P.E.
District State Aid Engineer

OFFICE OF
ENVIRONMENTAL
SERVICES

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
LANDSCAPE PARTNERSHIP PROJECT

Mn/DOT
AGREEMENT NO.

87601

S.P. 6935-969 (T.H. 169=035)
State Funds

The State of Minnesota
Department of Transportation, and
The City of Mountain Iron

Re: State cost landscape materials
acquisition by the City for use
along T.H. 169

ORIGINAL
AMOUNT ENCUMBERED

\$3,000.00

AMOUNT RECEIVABLE

(None)

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State", and the City of Mountain Iron, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the City is about to perform landscaping along Trunk Highway No. 169, 0.5 miles west of St. Louis County Road No. 137 in accordance with City-prepared plans, specifications and special provisions designated as the "Mountain Iron Landscaping Plan", which project has been designated by the State as State Project No. 6935-969 (T.H. 169=035); and

WHEREAS, the City has requested participation by the State in the costs of landscape materials acquisition in accordance with the terms of the State's "Community Roadside Landscaping Partnership Program"; and

WHEREAS, the State is willing to participate in the costs of the landscape materials acquisition as hereinafter set forth; and

WHEREAS, Minnesota Statute Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - PROJECT ADMINISTRATION BY THE CITY

Section A. Landscape Materials Acquisition

The City shall acquire landscape materials in accordance with State-approved City plans, specifications and special provisions designated as the "Mountain Iron Landscaping Plan". Landscaping shall be performed by City forces in accordance with State-approved City plans, specifications and special provisions which are on file in the City's office and in the State's Office of Environmental Services in St. Paul, and are incorporated into this Agreement by reference.

Section B. Purchase Order to be Furnished to the State

The City shall, within 7 days after ordering the landscape materials, submit to the State's Landscape Partnership Program Coordinator in St. Paul a copy of the purchase order for the landscape materials.

Section C. Direction, Supervision and Inspection

Landscape materials acquisition performed in accordance with this Agreement shall be under the direction of the City; however, the State cost participation landscape materials to be acquired under this Agreement shall be open to inspection by the State's authorized representatives. The City shall give the State's Landscape Partnership Program Coordinator five days notice of its intention to receive delivery of the landscape materials.

Responsibility for the control of the State cost participation landscape materials acquisition covered under this Agreement shall be on the City and shall be carried out in accordance with State-approved City plans, specifications and special provisions designated as the "Mountain Iron Landscaping Plan".

The City must verify whether or not nursery vendors are under a Gypsy Moth Compliance Agreement between the Minnesota Department of Agriculture, hereinafter referred to as the "MDA", and the United States Department of Agriculture or under an MDA Japanese Beetle Quarantine. A current Certificate of Compliance must accompany all plant material shipped from nursery vendors subject to quarantines for Gypsy Moth and Japanese Beetle. To determine if vendors are subject to quarantines, call the MDA Supervisor of Plant Regulatory Services at (651) 296-8388.

Section D. Completion of Materials Acquisition and Installation

The City shall cause the acquisition and installation of landscape materials to be started and completed in accordance with the time schedule in the Community Roadside Landscaping Partnership Program Project Application, which is on file in the State's Office of Environmental Services and is incorporated into this Agreement by reference. An exchange of letters between the appropriate City official and the State's Landscape Partnership Program Coordinator, for unavoidable delays encountered in the performance thereof, may extend the completion date for the landscape materials acquisition and installation.

Section E. Compliance with Laws, Ordinances and Regulations

The City shall, in connection with the acquisition of the landscape materials, comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

Section F. Right-of-Way, Easements and Permits

The City is hereby authorized to work on State right-of-way for the purposes of installing and maintaining the landscape materials, including any necessary replacement of landscape materials that fail to survive.

The City shall, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the installation of landscape materials. Prior to advance payment by the State, the City shall furnish the State with certified copies of the documents for those rights-of-way and easements, and certified copies of those construction permits and other permits and sanctions required for State landscaping.

ARTICLE II - STATE COST**Section A. Basis**

The State's full and complete share of the costs of the landscaping to be performed along Trunk Highway No. 169, 0.5 miles west of St. Louis County Road No. 137 under State Project No. 6935-969 (T.H. 169=035) shall be equal to the delivered cost of the landscaping materials acquired in accordance with the "Mountain Landscaping Plan."

Section B. Payment

It is estimated that the cost of the landscape materials acquisition is \$3,000.00. The maximum obligation of the State under this Agreement shall not exceed \$9,000.00, unless the maximum obligation is increased by execution of an amendment to this Agreement.

The State shall pay to the City an amount equal to the delivered cost of the landscape materials, not to exceed the maximum obligation, after the following conditions have been met:

1. Encumbrance by the State of the State's total cost share.
2. Execution and approval of this Agreement and the State's transmittal of it to the City.
3. Receipt by the State's Landscape Partnership Program Coordinator, from the City, of the following:
 - a. Copies of the purchase orders for the landscape materials, as provided for in Article I, Section B. of this Agreement.
 - b. Certified copies of the documents, as provided for in the second paragraph of Article I, Section F. of this Agreement.

- c. Written request for payment, accompanied by copies of supplier invoices for the landscape materials acquisition and delivery.

ARTICLE III - GENERAL PROVISIONS

Section A. Installation and Maintenance by the City

After acquisition of the landscape materials, the City shall install the landscape materials along Trunk Highway No. 169 and provide for the proper maintenance thereof, without cost or expense to the State. Maintenance shall include, but not be limited to, removal and replacement of all materials that fail to survive. Criteria for maintenance and replacement are shown and described in EXHIBIT "A", Maintenance Responsibilities Plan and Schedule, which is attached and incorporated into this Agreement.

Section B. Responsibilities of the City

The City shall, in connection with the landscape materials acquisition, installation and maintenance, comply with the following conditions:

1. Use of State right-of-way shall in no way impair or interfere with the safety or convenience of the traveling public in its use of the highway.
2. Preserve and protect all utilities located on lands covered by this Agreement, without cost or expense to the State.
3. As required by Minnesota Statute 216D, notify Gopher State One Call System (1-800-252-1166) at least 48 hours before any excavation is done on this project.

4. No advertising signs or devices of any form or size shall be constructed or shall be permitted to be constructed or placed upon State right-of-way.
5. Upon completion of the installation of landscape materials and during performance of maintenance operations, restore all disturbed areas of State right-of-way so as to perpetuate satisfactory drainage, erosion control and aesthetics.

Any use of State right-of-way permitted by this Agreement shall remain subordinate to the right of the State to use the property for highway and transportation purposes. This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal-Aid Highway Act of 1968.

Section C. Examination of Books, Records, Etc.

As provided by Minnesota Statute Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

Section D. Termination of Agreement

The State may terminate this Agreement if it's the State's desire to use any portion of State right-of-way subject to this Agreement for transportation purposes, by giving the City written notice at least 90 days prior to the date that such termination shall become effective. Upon termination of this Agreement, the City will be required to restore and return the area to a condition satisfactory to the State's District Engineer at Duluth.

Each party may terminate this Agreement, with or without cause, by providing the other party with written or fax notice of effective date of termination. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the City is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered under this Agreement. Termination must be by written or fax notice to the City. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the City is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination, to the extent the funds are available.

Section E. Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

Section F. Nondiscrimination

The provisions of Minnesota Statute Section 181.59 and of any applicable law relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

Section G. Agreement Approval

Before this Agreement shall become binding and effective, it shall be approved by a City Council resolution and receive approval of State and City officers as the law may provide in addition to the Commissioner of Transportation or his authorized representative.

ARTICLE IV - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is Todd Carroll, Landscape Partnership Program Coordinator, or his successor. His current address and telephone number are 395 John Ireland Boulevard, Mailstop 686, St. Paul, MN 55155, (651) 284-3760.

The City's Authorized Agent for the purpose of the administration of this Agreement is Craig J. Wainio, City Administrator, or his successor. His current address and telephone number are 8586 Enterprise Drive South, Mountain Iron, MN 55768, (218) 748-7570.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By _____

Date _____

MAPS Encumbrance No. _____

CITY OF MOUNTAIN IRON

By _____
Mayor

Date _____

By _____

Title _____

Date _____

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By _____
Landscape Partnership Program Coordinator

By _____
District Engineer

Approved:

By _____
State Design Engineer

Date _____

Approved as to form and execution:

By _____
Contract Management

Date _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By _____

Date _____

CITY OF MOUNTAIN IRON

RESOLUTION

IT IS RESOLVED that the City of Mountain Iron enter into Mn/DOT Agreement No. 87601 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 169, 0.5 miles west of St. Louis County Road No. 137 under State Project No. 6935-969 (T.H. 169=035).

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mountain Iron at an authorized meeting held on the _____ day of _____, 2005, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2005

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

EXHIBIT "A" - Agreement No. 87601

Maintenance Responsibilities Plan and Schedule

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

** Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed. Remove diseased plants that pose threats to adjacent plantings.	Yes - Pine Only	Remove all dead plants.
Shade Trees			Yes	Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Ornamental Trees	Yes			
Evergreen Shrubs	No*			
Deciduous Shrubs	No*			
Vines	No*			
Groundcovers	No*			
	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.			

* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				OXX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscauld Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	OOOO	OOOO	OOOO	OOOO	OOOO	OOOO
Turf Maintenance Mowing					OOX	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf		OX	XXXO			
	OOOO	OOOX	XXXO	OXXX	XO	
	OOOO	OOXX	XXXX	OO		

X - Optimum Time O - Less than Optimum Time

* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

- * Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

- * Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions.
Tall shrubs do not need to be fertilized if leaf color remains normal.

** Analysis will be allowed within the following ranges: N (16-24) - P (0) - K (20-30).

COUNCIL LETTER 011805-VIC

ADMINISTRATION

RESOLUTION NUMBER 05-05

DATE: February 2, 2005
FROM: Craig J. Wainio
City Administrator

Resolution Number 05-05 allows for the issuance of advanced refunding bonds as first proposed at the December 20, 2004 City Council meeting. This advanced refunding covers the 1998 Community Center bonds and the 2000 Street Improvement bonds. The estimated savings through this advanced refunding is approximately \$75,000.

A draft resolution is presented for your consideration. A final resolution with the appropriate sales numbers will be available at the meeting.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$1,670,000 GENERAL OBLIGATION CROSSOVER REFUNDING BONDS, SERIES 2005A, OF THE CITY OF MOUNTAIN IRON, MINNESOTA; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING AN ESCROW ACCOUNT AND A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

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

Section 1. Bond Purpose, Authorization and Award.

1.01 Prior Bonds.

A. Pursuant to authority contained in Minnesota Statutes, Section 475 (the "Act"), the Issuer previously issued its \$1,015,000 General Obligation Community Center Bonds of 1998, dated April 1, 1998 (the "1998 Bonds"), of which \$765,000 (the "1998 Refunded Bonds") is subject to payment or redemption and prepayment on February 1, 2007 (the "1998 Bonds Redemption Date"). (As required by the Act, the voters of the Issuer, at a special election held on February 10, 1998, approved the issuance of the 1998 Bonds in the maximum amount of \$1,000,000 for the purpose of paying costs of the acquisition and betterment of a community center building (the "Project"). The 1998 Bonds were comprised of \$1,000,000 for purposes of paying costs of the Project and an additional \$15,000 representing part of the interest costs of the issue, as authorized by Section 475.56 of the Act.) Principal and interest on the 1998 Bonds are payable primarily from ad valorem taxes.

B. Pursuant to authority contained in the Act and Minnesota Statutes, Chapter 429, the Issuer previously issued its \$1,280,000 General Obligation Improvement Bonds of 2000, dated September 1, 2000 (the "2000 Bonds"), of which \$820,000 (the "2000 Refunded Bonds") is subject to payment or redemption and prepayment on February 1, 2008 (the "2000 Bonds Redemption Date"). The 2000 Bonds were issued for purposes of paying costs of local public improvements. Principal and interest on the 2000 Bonds are payable primarily from special assessments levied upon benefitted property and ad valorem taxes. (The 1998 Bonds and the 2000 Bonds are collectively referred to herein as the "Prior Bonds." The 1998 Refunded Bonds and the 2000 Refunded Bonds are collectively referred to herein as the "Refunded Bonds." The 1998 Bonds Redemption Date and the 2000 Bonds Redemption Date are collectively referred to herein as the "Redemption Dates.")

1.02 Authority.

A. Under and pursuant to the provisions of the Act and, specifically, Section 475.67, Subdivisions 1 through 3 and 13 of the Act, the Issuer is authorized to issue and sell its general obligation bonds to refund the Refunded Bonds in advance of their scheduled maturities, if consistent with covenants made with the holders thereof, when determined by the Issuer to be necessary or desirable for the reduction of debt service cost to the Issuer or for the extension or adjustment of maturities in relation to the resources available for their payment.

B. Pursuant to authority contained in the Act, the Council does hereby direct the issuance and sale of \$1,670,000 General Obligation Crossover Refunding Bonds, Series 2005A of the Issuer dated February 1, 2005 (the "Bonds"), for the purpose of providing funds to (i) pay the outstanding principal amount of the 1998 Refunded Bonds on February 1, 2007; (ii) pay the outstanding principal amount of the 2000 Refunded Bonds on February 1, 2008; (iii) finance interest payable on the Bonds through and including the Redemption Dates; (iv) pay expenses incurred by the Issuer related to the issuance of the Bonds; and (v) pay a portion of the interest cost of the Bonds. (The portion of the Bonds attributable to refunding the 1998 Refunded Bonds is herein referred to as the "1998 Portion of the Bonds." The portion of the Bonds attributable to refunding the 2000 Refunded Bonds is herein referred to as the "2000 Portion of the Bonds.") The principal amount of the Bonds shall be allocated as follows:

	Amount	Amount as Percentage
1998 Portion of the Bonds	\$810,000	48.50%
2000 Portion of the Bonds	860,000	51.50%
TOTAL	\$1,670,000	100.00%

C. The Council hereby determines that it is necessary, expedient and in the best interest of the Issuer's residents in order to reduce debt services costs of the Issuer, that the Issuer issue, sell and deliver the Bonds.

1.03 Award of Sale. Pursuant to Section 475.60, Subdivision 2(5) of the Act, which waives the requirement for a public sale of crossover refunding obligations referred to in Section 475.67, Subdivision 13, the Issuer has received an offer from Northland Securities, Inc., of Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds at a cash price of \$_____ plus accrued interest on the total principal amount from February 1, 2005, to the date of delivery of the Bonds and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The actions of the Mayor and the Administrator taken with respect to execution on the part of the Issuer of a contract for the sale of the Bonds in accordance with the Purchaser's proposal are hereby ratified and approved.

Section 2. Terms of the Bonds.

2.01 Date, Maturities and Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated \$1,670,000 General Obligation Crossover Refunding Bonds, Series 2005A, dated February 1, 2005, as of the date of original issue, issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Amount	Interest Rate
2008	\$55,000	
2009	145,000	
2020	150,000	
2011	160,000	
2012	160,000	
2013	170,000	
2014	175,000	
2015	180,000	
2016	185,000	
2017	65,000	
2018	70,000	
2019	75,000	
2020	80,000	

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Section 475.54 of the Act.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2005. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the "Holder") and in each case at the address shown on the bond registration records

maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption. A. The Bonds maturing in the years 2008 through 2012 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2013 and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on February 1, 2012, and on any date thereafter, in whole or in part, at the option of the Issuer and in such manner as the Issuer shall determine, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar; provided however, that so long as the Bonds are registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Representation Letter hereinafter described. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant

will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the years ____ and ____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.03D at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 20__:

Year	Amount

Section 3. Registration; Global Book Entry System

3.01 Designation of Bond Registrar. The City Council hereby appoints Northland Trust Services, Inc., as registrar, authenticating agent and transfer agent for the Bonds (such entity or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and Administrator are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator are, hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the

requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer

able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

3.05 Persons Deemed Owners: Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are hereby ratified.

B. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Letter of Representations.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

E. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

R-__

\$_____

CITY OF MOUNTAIN IRON
GENERAL OBLIGATION CROSSOVER
REFUNDING BOND, SERIES 2005A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	February 1, ____	February 1, 2005	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Mountain Iron, St. Louis County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from February 1, 2005, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2005, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Northland Trust Services, Inc., in Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by

the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than (10) ten days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds maturing in the years 2008 through 2012 are not subject to redemption before maturity, but those maturing in 2013 and thereafter are subject to redemption and prepayment before maturity, at the option of the Issuer on February 1, 2012, and on any business day thereafter, in whole or in part, and if in part at the option of the Issuer and in such manner as the Issuer shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest to the date of redemption.

Mandatory Redemption. The Bonds maturing in the years _____ and _____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

Notice of and Selection of Bonds for Redemption. Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the

name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the "Representation Letter").

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the aggregate amount of \$1,670,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapters 429 and 475 and all other laws thereunto enabling; and (ii) an authorizing resolution adopted by the governing body of the Issuer on January 18, 2005 (the "Resolution"), for the purpose of providing money to refund in advance of maturity the outstanding principal amount of certain general obligations of the Issuer. That portion of the Bonds issued to refund the outstanding principal portion of the Issuer's \$1,015,000 General Obligation Community Center Bonds of 1998, dated April 1, 1998, maturing on and after February 1, 2008, are payable through February 1, 2007 solely out of the Escrow Account (the "Escrow Account") in the Issuer's 2005 General Obligation Crossover Refunding Bonds Debt Service Fund, and after February 1, 2007 from ad valorem taxes levied upon all of the taxable property within the territory of the Issuer. That portion of the Bonds issued to refund the outstanding principal portion of the Issuer's \$1,280,000 General Obligation Improvement Bonds of 2000, dated September 1, 2000, maturing on and after February 1, 2009, are payable through February 1, 2008 solely out of the Escrow Account, and after February 1, 2008 from special assessments levied against property specially benefitted by local improvements and ad valorem taxes levied upon all of the taxable property within the territory of the Issuer, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mountain Iron, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(Signature)
Administrator

(Signature)
Mayor

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

NORTHLAND TRUST SERVICES, INC.
Bond Registrar

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Northland Trust Services, Inc. of Minneapolis, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Bond Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
02/___/05	Cede & Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No.: 13- 2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR

OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Escrow Agreement; Escrow Agent.

5.01 Designation of Escrow Agent. Northland Trust Services, Inc. of Minneapolis, Minnesota, which is a suitable financial institution within the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000, is hereby designated escrow agent (the "Escrow Agent") with respect to the Refunded Bonds.

5.02 Escrow Agreement. On or prior to the delivery of the Bonds, the Mayor and the Administrator are hereby authorized and directed to execute on behalf of the Issuer an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the Administrator. The execution and delivery of the Escrow Agreement by the Mayor and the Administrator, in the form presented to the Council with such changes, omissions, insertions and revisions as the Mayor and the Administrator deem advisable is hereby approved, and the execution by such officers shall be conclusive evidence of such approval. All essential terms and conditions of the Escrow Agreement, including payment by the Issuer of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this Resolution, and the Issuer covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Covenants, Accounts; Tax Levies and Special Assessments.

6.01 Debt Service Fund. For the convenience and proper administration of the monies to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be

designated the 2005 General Obligation Crossover Refunding Bonds Debt Service Fund ("Debt Service Fund") to be administered and maintained by the Issuer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Debt Service Fund shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid. There shall be maintained in the Debt Service Fund two separate accounts, to be designated the Escrow Account and the Debt Service Account.

6.02. Debt Service Account.

A. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (i) any balance remitted to the Issuer upon termination of the Escrow Agreement; (ii) any balance remaining on the respective Redemption Dates in the Debt Service Funds created in the Issuer's resolutions authorizing the issuance and sale of the 1998 Bonds (the "1998 Bonds Resolution") and the 2000 Bonds (the "2000 Bonds Resolution") after payment of principal and interest on the Refunded Bonds on the respective Redemption Dates and interest coming due on the Refunded Bonds through and including the respective Redemption Dates; (iii) accrued interest, if any, received from the Purchaser upon delivery of the Bonds to the extent not required to fund the Escrow Account (the "Accrued Interest"); (iv) any amount of additional interest permitted by Section 475.56 of the Act paid by the Purchaser (the "Additional Interest"), to the extent not required to fund the Escrow Account; (v) all taxes pledged to repayment of the 1998 Bonds in the 1998 Bonds Resolution collected after the 1998 Bonds Redemption Date pursuant to levies made in the 1998 Bonds Resolution, which levies shall not be cancelled except as permitted by Section 475.61, Subdivision 3 of the Act; (vi) all taxes pledged to repayment of the 2000 Bonds in the 2000 Bonds Resolution collected after the 2000 Bonds Redemption Date pursuant to levies made in the 2000 Bonds Resolution, which levies shall not be cancelled except as permitted by Section 475.61, Subdivision 3 of the Act; (vii) all special assessments levied against property specially benefitted by the projects financed from the proceeds of the 2000 Bonds (the "Special Assessments") pledged to repayment of the 2000 Bonds in the 2000 Bonds Resolution collected after the 2000 Bonds Redemption Date; (viii) any collections of ad valorem taxes hereafter levied for payment of the Bonds and interest thereon; (ix) any and all other monies which are properly available and are appropriated by the Issuer to the Debt Service Account; and (x) all investment earnings on funds in the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used as provided in Section 475.61, Subdivision 4 of the Act.

B. The money in the Debt Service Account shall be used for no purpose other than the payment of principal of and interest on the Bonds. If the balances in the Debt Service Account are ever insufficient to pay all principal and interest then due on the Bonds, the Administrator shall nevertheless provide sufficient money from any other funds of the Issuer which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Account when the balance therein is sufficient. The allocations of the Bonds, and debt service therefor, for the 1998 Portion of the Bonds and the 2000 Portion of the Bonds are set forth on ATTACHMENT A.

C. The Construction Funds created by the 1998 Bonds Resolution and the 2000 Bonds Resolution are hereby terminated and any monies remaining therein shall be transferred to the respective Debt Service Fund established therein.

6.03 Escrow Account.

A. To the Escrow Account there is hereby pledged and irrevocably appropriated and there shall be credited: (a) the proceeds of the Bonds received from the Purchaser which are not appropriated to the Debt Service Account or are not to be used for payment of costs of issuance of the Bonds; (b) if necessary, the Accrued Interest; (c) if necessary, the Additional Interest [amounts referenced in clauses (a), (b) and (c) are herein referred to as the "Proceeds"]; (d) if necessary, funds of the Issuer in an amount sufficient to meet the requirements of the Escrow Account (the "Funds"); and (e) investment earnings on such monies referenced in clauses (a), (b), (c) and (d), for (i) the payment of interest coming due on the 1998 Portion of the Bonds through and including the 1998 Bonds Redemption Date and for payment in full of the outstanding principal amount of the 1998 Refunded Bonds on the 1998 Bonds Redemption Date, and (ii) the payment of interest coming due on the 2000 Portion of the Bonds through and including the 2000 Bonds Redemption Date and for payment in full of the outstanding principal amount of the 2000 Refunded Bonds on the 2000 Bonds Redemption Date.

B. The Escrow Account shall be maintained with the Escrow Agent pursuant to the Escrow Agreement and this Resolution. The Escrow Account shall be invested in accordance with the Act, the Escrow Agreement and this Section, in securities specified in Section 475.67, Subdivision 8 of the Act or in an investment contract or similar agreement with a bank or insurance company meeting the requirements of Minnesota Statutes, Section 118A.05, Subdivision 5, which investments will provide sufficient funds together with any cash or other funds retained in the Escrow Account for (i) the payment of interest coming due on the 1998 Portion of the Bonds through and including the 1998 Bonds Redemption Date and for payment in full of the outstanding principal amount of the 1998 Refunded Bonds on the 1998 Bonds Redemption Date, and (ii) the payment of interest coming due on the 2000 Portion of the Bonds through and including the 2000 Bonds Redemption Date and for payment in full of the outstanding principal amount of the 2000 Refunded Bonds on the 2000 Bonds Redemption Date.

C. From the Escrow Account there shall be paid: (a) all interest to be paid on the 1998 Portion of the Bonds through and including the 1998 Bonds Redemption Date; (b) the outstanding principal of the 1998 Refunded Bonds on the 1998 Bonds Redemption Date; (c) all interest to be paid on the 2000 Portion of the Bonds through and including the 2000 Bonds Redemption Date; and (d) the outstanding principal of the 2000 Refunded Bonds on the 2000 Bonds Redemption Date.

D. The Escrow Account is irrevocably appropriated to principal and interest payments described in subparagraph C. above. The monies in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the Issuer all in accordance with the Escrow Agreement.

Any monies remitted to the Issuer upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

E. Securities purchased for the Escrow Account shall be purchased simultaneously with the delivery of and payment for the Bonds. The Mayor and Administrator or their designee are authorized and directed to purchase or to authorize the purchase of such securities.

6.04 Tax Levy. A. For the prompt and full payment of (i) the principal and interest on the 1998 Portion of the Bonds coming due after the 1998 Bonds Redemption Date; and (ii) the principal and interest on the 2000 Portion of the Bonds coming due after the 2000 Bonds Redemption Date, the full faith and credit and taxing power of the Issuer are hereby irrevocably pledged. There is hereby levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT B hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full, they, together with (i) estimated earnings on the Escrow Account, (ii) other investment earnings; and (iii) the Special Assessments herein pledged for payment of the 2000 Portion of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

6.05 General Obligations. It is recognized that the Issuer's liability on the Bonds is not limited to the Special Assessments and ad valorem taxes herein levied and interest earnings so pledged, and the Council covenants and agrees that in the event of any current or anticipated deficiency in Special Assessments, ad valorem taxes and interest thereon, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

6.06 Investments. Monies on deposit in the Debt Service Fund may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit payment of the principal and interest on the Bonds when due.

Section 7. Refunding; Findings; Redemption of Refunded Bonds.

7.01 Findings. It is hereby found and determined that:

A. based upon information presently available from the Issuer's financial advisers that, as of the respective Redemption Dates, the issuance of the Bonds will result in a reduction of debt service cost to the Issuer on the Refunded Bonds;

B. in accordance with Section 475.67 of the Act, as of the respective Redemption Dates, the present value of the dollar amount of the debt service on the 1998 Portion of the Bonds and the 2000 Portion of the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least three percent than the present value of the dollar amount of debt service on the 1998 Refunded Bonds and the 2000 Refunded Bonds, respectively, exclusive of any premium, computed to their stated maturity dates (present value of the dollar amount of debt service means the dollar amount of debt service to be paid, discounted to the nominal date of the Bonds at a rate equal to the yield on the Bonds.);

C. the Proceeds and Funds available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to pay (i) all interest paid or to be paid on the 1998 Portion of the Bonds to and including the 1998 Bonds Redemption Date; (ii) the principal of the 1998 Refunded Bonds on the 1998 Bonds Redemption Date; (iii) all interest paid or to be paid on the 2000 Portion of the Bonds to and including the 2000 Bonds Redemption Date; and (iv) the principal of the 2000 Refunded Bonds on the 2000 Bonds Redemption Date.; and

D. the proceeds of the 1998 Bonds and the 2000 Bonds have been fully expended for the governmental purposes for which such bonds were issued.

7.02 Redemption. The Refunded Bonds shall be redeemed and prepaid in accordance with: (i) their terms; (ii) with the terms and conditions set forth in the forms of Notices of Call for Redemption attached to the Escrow Agreement; and (iii) with the terms and conditions of the Representation Letter, all of which terms and conditions are hereby approved and incorporated herein by reference.

Section 8. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the Issuer for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The Issuer may discharge all Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar designated in Section 3.01 hereof a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also at any time discharge and cause defeasance of the Bonds in their entirety by complying with the provisions of Section 475.67 of the Act, except that the funds deposited in escrow in accordance with said provisions may (to the extent permitted by law) but need not be, in whole or in part, proceeds of bonds as therein provided, without the consent of any bondholders.

Section 9. Certificate of Proceedings.

9.01 Filing with County Auditor. The Administrator is directed to file with the St. Louis County Auditor, or such other person as may be performing such function, a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds have been duly entered on his or her register.

9.02 Proceedings. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

9.03 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Certificates, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

9.04 Offering Materials. The Mayor and the Administrator are authorized and directed to certify that they have examined the offering materials prepared and circulated in connection with the reoffering of the Bonds by the Purchaser and that to the best of their knowledge and belief the offering materials are a complete and accurate representation of the facts and representations made therein as of the date of the offering materials.

Section 10. Tax Covenants.

10.01 General. A. The Issuer covenants and agrees with the holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to

acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

10.02 Rebate Exception. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Issuer hereby finds, determines and declares as follows:

- A. the aggregate face amount of the Bonds does not exceed \$5,000,000;
- B. the 1998 Bonds and the 2000 Bonds were treated as meeting the requirements of the small-issuer exception to the federal arbitrage rebate requirements within the meaning of Section 148(f)(4)(C) of the Code;
- C. the average maturity date of the Bonds is not later than the average maturity date of the Refunded Bonds; and
- D. no Bond has a maturity date which is later than the date which is 30 years after the date the 1998 Bonds or the 2000 Bonds were issued.

10.03 Bank Qualification. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer hereby makes the following factual statements and representations:

- A. the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- B. the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be

aggregated with those of the Issuer) during the calendar year in which the Bonds are being issued will not exceed \$10,000,000; and

D. not more than \$10,000,000 of obligations issued by the Issuer during the calendar year in which the Bonds are being issued have been designated for purposes of Section 265(b)(3) of the Code.

Section 11. Continuing Disclosure.

11.01 The Bonds. The Issuer acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the Administrator are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

11.02 1998 Refunded Bonds. The Issuer has previously executed its Limited Continuing Disclosure Certificate dated April 1, 1998 with respect to the 1998 Bonds (the "1998 Disclosure Certificate"). The refunding of the 1998 Refunded Bonds authorized in this Resolution constitutes a "material event" under the Rule. The Issuer hereby authorizes the Dissemination Agent (as defined in the 1998 Disclosure Certificate) to provide the notice required with respect to Section 5(a)(9) of the 1998 Disclosure Certificate. Such notice must be given no later than the notice given in accordance with Section 6.02 of this Resolution. The Mayor and the Administrator are hereby authorized and directed to provide appropriate information regarding the issuance of the Bonds and defeasance of the 1998 Refunded Bonds to the Dissemination Agent.

11.03 2000 Refunded Bonds. The Issuer has previously executed its Continuing Disclosure Certificate dated September 1, 2000 with respect to the 2000 Bonds (the "2000 Disclosure Certificate"). The refunding of the 2000 Refunded Bonds authorized in this Resolution constitutes a "material event" under the Rule. The Issuer hereby authorizes the Dissemination Agent (as defined in the 2000 Disclosure Certificate) to provide the notice required with respect to Section 5(a)(9) of the 2000 Disclosure Certificate. Such notice must be given no later than the notice given in accordance with Section 6.02 of this Resolution. The Mayor and the Administrator are hereby authorized and directed to provide appropriate information regarding the issuance of the Bonds and defeasance of the 2000 Refunded Bonds to the Dissemination Agent.

Adopted: January 18, 2005.

Mayor

Attest:

Administrator

A motion for the adoption of the foregoing Resolution was duly seconded by Member _____ and, upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, said Resolution was declared passed and adopted.

**ATTACHMENT A
Debt Service Schedule**

Payment Date	Interest Rate	1998 Portion of the Bonds		2000 Portion of the Bonds		Total Principal and Interest	Fiscal Totals
		Principal	Interest	Principal	Interest		
02/01/05						\$0.00	
08/01/05						\$0.00	\$0.00
02/01/06						\$0.00	
08/01/06						\$0.00	\$0.00
02/01/07						\$0.00	
08/01/07						\$0.00	\$0.00
02/01/08		\$55,000.00				\$55,000.00	
08/01/08						\$0.00	\$55,000.00
02/01/09		\$50,000.00		\$95,000.00		\$145,000.00	
08/01/09						\$0.00	\$145,000.00
02/01/10		\$50,000.00		\$100,000.00		\$150,000.00	
08/01/10						\$0.00	\$150,000.00
02/01/11		\$55,000.00		\$105,000.00		\$160,000.00	
08/01/11						\$0.00	\$160,000.00
02/01/12		\$55,000.00		\$105,000.00		\$160,000.00	
08/01/12						\$0.00	\$160,000.00
02/01/13		\$60,000.00		\$110,000.00		\$170,000.00	

Payment Date	Interest Rate	1998 Portion of the Bonds		2000 Portion of the Bonds		Total Principal and Interest	Fiscal Totals
		Principal	Interest	Principal	Interest		
08/01/13						\$0.00	\$170,000.00
02/01/14		\$65,000.00		\$110,000.00		\$175,000.00	
08/01/14						\$0.00	\$175,000.00
02/01/15		\$65,000.00		\$115,000.00		\$180,000.00	
08/01/15						\$0.00	\$180,000.00
02/01/16		\$65,000.00		\$120,000.00		\$185,000.00	
08/01/16						\$0.00	\$185,000.00
02/01/17		\$65,000.00				\$65,000.00	
08/01/17						\$0.00	\$65,000.00
02/01/18		\$70,000.00				\$70,000.00	
08/01/18						\$0.00	\$70,000.00
02/01/19		\$75,000.00				\$75,000.00	
08/01/19						\$0.00	\$75,000.00
02/01/20		\$80,000.00				\$80,000.00	
08/01/20						\$0.00	\$80,000.00
Totals		\$810,000.00		\$860,000.00		\$1,670,000.00	

ATTACHMENT B

**\$1,670,000 General Obligation Crossover Refunding Bonds, Series 2005A
City of Mountain Iron, Minnesota**

Levy Year	Collection Year	Tax Levy
2006	2007	
2007	2008	
2008	2009	
2009	2010	
2010	2011	
2011	2012	
2012	2013	
2013	2014	
2014	2015	
2015	2016	
2016	2017	
2017	2018	
2018	2019	

COUNCIL LETTER 020705-VID

ADMINISTRATION

MESABI HUMANE SOCIETY

DATE: February 3, 2005
FROM: Craig J. Wainio
City Administrator

Enclosed, please find a proposed contract with the Mesabi Humane Society for animal control services for 2005. The contract amount is the same as in 2004. It is recommended that the City Council authorize the execution of the Mesabi Humane Society contract for 2005.



Mesabi Humane Society

2805 Southern Drive • Virginia, MN 55792 • 218-741-7425

January 13, 2005

City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, MN 55768

Dear Mayor and City Council,

Enclosed is the animal control contract for the year 2005/2006. This contract runs from February 1, 2005 until January 31, 2006. Please note that with this contract your city receives a full 100% service. Calls are generally responded to within ten minutes or less. It is not stated in the Animal Control contract but we do help to enforce all of the cities ordinances pertaining to animals. We respond to barking dog complaints, animals that have bitten or attacked another animal or person. We issue city pet licenses and make sure animals are current on their rabies vaccination, which is a state law. We work closely with local police/sheriff officers in these matters.

We will continue to provide twenty-four hour on call emergency service to your city for no additional charge. We believe strongly in this program and will promise to continue providing the residents of your city with the best possible humane service.

Enclosed is an animal control year-end summary of your city.

If you have any questions please feel free to contact me at 218-741-7425

Thank you,

Sincerely,

A handwritten signature in cursive script that reads "Mary Peliska".

Mary Peliska, Executive Director
Mesabi Humane Society/Range Animal Center

Mesabi Humane Society
2305 Southern Drive
Virginia, MN 55792
218-741-7425

Animal Control Year End Report

Date: 1-13-05

City/Township: Mt. Iron

Period of Contract: Feb. 1, 2004 — JAN. 31, 2005

Animals taken in during this time period:

Dogs: 30 Cat: 37 Other:

Total: 67

Animal Complaints: 66

Animals running at large, barking dogs, cruelty to animals, cats in gardens, animal bites, etc.

Patrolling Hours: 512

Responded to emergency (after hour) calls: 18

Notes:

This Report does not include the month of January 2005

ANIMAL CONTROL SUMMARY

IN ADDITION TO REGULAR PATROLLING HOURS, TIME IS SPENT EACH WEEK ON:

1. RESPONDS TO ANIMAL COMPLAINTS
2. PICKS UP ANIMALS THAT PEOPLE CALLED AND SAID THAT THEY FOUND OR THAT THEY SEE RUNNING AT LARGE
3. RESPONDS TO CALLS FROM THE CITIES POLICE DEPARTMENT, REGARDING DOG BITES, ETC.
4. PUTS UP ANIMAL POSTINGS FOR IMPOUNDED ANIMALS
5. DOES FOLLOW-UP ON ANIMAL COMPLAINTS
6. RUNS TO VETERINARIANS OFFICE WHEN NEED BE
7. RESPONDS IF NECESSARY TO AFTER HOUR EMERGENCY CALLS

THE ANIMAL CONTROL OFFICERS DUTIES ALSO INCLUDE EACH DAY:

1. CLEANING OF ANIMAL KENNELS
2. GIVING MEDICATIONS IF NEEDED
3. PAPERWORK-ANIMAL POSTING, COMPLAINT FORMS AND ANIMAL RELEASE FORMS

***WITH THREE ANIMAL CONTROL OFFICERS ON STAFF. HENRY MOBERG AND DAVID PAPIN AND ONE APPOINTED ASSISTANT ANIMAL CONTROL OFFICER. HENRY IS A CERTIFIED ST. LOUIS COUNTY ANIMAL CRUELTY INVESTIGATOR. WHICH MEANS HE RESPONDS TO REPORTS OF ANIMAL NEGLECT AND ABUSE IN THE CITIES WHICH WE CONTRACT FOR ANIMAL CONTROL**

Contract for Service

This contract, made and entered into this _____ day of _____, 2004, by and between the Mesabi Humane Society, owner of the Range Animal Center, 2305 Southern Drive, Virginia, Minnesota 55792, hereinafter referred to as the Mesabi Humane Society and the City of Mt. Iron, Minnesota. Hereinafter referred to as the Municipality.

WHEREAS, the Municipality is in need of shelter and care of animals found within the city limits and in need of an animal control program and service; and
WHEREAS, The Humane Society has a facility and is qualified and licensed to provide such care and shelter and animal control services; and
WHEREAS, the Municipality wishes to purchase these services from the Mesabi Humane Society in accordance with this contract;
THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. Term

The term of this contract shall be from: February 1, 2005 through January 31, 2006.
to be reviewed for revisions by both parties at three month intervals in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

II. Basic Services

The Mesabi Humane Society agrees to provide the following services:

1. Shelter and care for animals that are picked up in the limits of the Municipality by the Humane Society Animal Control Officer.
2. Shelter and care for stray/free-roaming animals that are brought to the shelter by residents of the Municipality on a volunteer basis.
3. Pick up and transport animals from the Municipality to the shelter during normal business hours, being 8:00 a.m. to 4:30 p.m. upon request of the appropriate Municipality officials.
4. The Animal Control Officer will patrol the Municipality in the Animal Control Officer's identified vehicle at random times during the week to check for and pick up any free-roaming animals within the limits of the Municipality.
5. Animal examinations and veterinary care as required whenever necessary and staff is available.
6. Boarding up to five working days in a holding facility.
7. Euthanasia and disposal if required.
8. Issue license and collect license fees from owners who retrieve animals not previously licensed.
9. Issue license to any animal being adopted by a person living in the Municipality.
10. Keep accurate records of any and all transactions concerning animals from the Municipality.

III. Responsibilities of the Municipality

1. The Municipality shall call the Mesabi Humane Society for pick-up of animal(s) during normal business hours: 8:00 a.m. to 4:30 p.m. Monday through Friday.
- ** If agreed upon, Municipality appointed personnel may bring animal(s) to the shelter after calling to verify that attendants are at the shelter, or after regular business hours if room is available.

YES _____ NO _____

Signature Mary Peliss
(Mesabi Humane Society Representative)

Signature _____
(Municipality Representative)

(1)

2. After normal business hours, the Municipality shall obtain treatment for injured animals that are in life-threatening condition. The Mesabi Humane Society will pick up the animal as soon as possible after being notified.
3. The Municipality shall provide license tags from the city for the shelter to issue. License fees will be the property of the city from which it is issued.

IV. Compensation

The Municipality shall pay the Mesabi Humane Society the follow fee: \$854.87 monthly.

V. Compliance with Laws

In providing all services pursuant to this contract, the Mesabi Humane Society shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted.

VI. Insurance

The Mesabi Humane Society shall purchase, maintain in full force and effect during the term of this contract and provide proof of the following insurance coverage:

- A. WORKERS COMPENSATION: Coverage at statutory limits as provided by the State of Minnesota.
- B. COMPREHENSIVE GENERAL LIABILITY: Coverage shall have minimum limits to \$600,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

VII. Early Termination of Contract

Either party upon thirty (30) days written notice, delivered by mail or in person, to the other party may terminate this contract. For purposes of such notice and the addresses of the Mesabi Humane Society and the Municipality are as follows:

Mesabi Humane Society/Range Animal Center
2305 Southern Drive
Virginia, Minnesota 55792

City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, MN 55768

VIII. Modifications

Any material alterations, modifications, or variations of the terms of this contract shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by both or all parties involved.

IX. Entire Agreement

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that the contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Mesabi Humane Society and the Municipality. The parties hereto revoke any prior oral or written agreements between themselves and agree that this contract is the only and complete agreement regarding the subject thereof.

MESABI HUMANE SOCIETY

By: Mary Pelanda
(signature)

Title: Executive Director

MUNICIPALITY OF:

By: _____
(signature)

Title: _____

By: _____
(signature)

Title: _____

COUNCIL LETTER 020705-VIE

ADMINISTRATION

SITE AGREEMENT

DATE: February 3, 2005

FROM: Craig J. Wainio
City Administrator

Enclosed, please find a site agreement between AEOA and the City of Mountain Iron for use of the Senior Center for meal services. It is recommended that the City Council approve the site agreement as presented.

For City Council consideration, Staff is providing the following average monthly utility costs, these average costs are based upon data dating to December of 2000.

City of Mountain Iron:	\$607.75
Aquila (Natural Gas):	\$329.36
Qwest (Telephone):	\$53.40
Monthly Average:	\$990.51



SENIOR NUTRITION PROGRAM

January 19, 2005

Craig J. Wainio
City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, Minnesota 55768

Dear Craig:

Enclosed are three (3) copies of Mt. Iron's 2005 Site Agreement. Please sign all three copies of the enclosed contract, keep one set for your records and return the other two signed copies in the envelope provided.

If you have any questions or concerns, please call me at 1-800-662-5711, extension 227.

Sincerely,

Kathie Irish, Assistant Director
AEOA Senior Dining Programs

Enclosure: 2005 Site Agreement



Mt. Iron Site Agreement

This agreement begins on January 1, 2005 and ends December 31, 2005 by and between the Arrowhead Economic Opportunity Agency (AEOA), 702 3rd Ave. S., Virginia, MN 55792 and the City of Mt. Iron, 8586 Enterprise Drive South, Mt. Iron, MN 55768.

The above stated parties agree to the following terms of the Mt. Iron Senior Nutrition Services located at the Mt. Iron Senior Citizens Center.

City of Mt. Iron:

1. Offers a place where program guests feel welcome, promotes fellowship, and accommodates supportive service activities (i.e. nutrition education, socialization, health screening clinics, etc.)
2. Provides access to the kitchen from 7:00 a.m. to 2:00 p.m., and the dining room from 8:00 a.m. to 1:00 p.m., Monday through Friday, unless prior arrangements have been communicated by either party with as much advance notice as possible. Notifies the main office of AEOA in the event another function has been scheduled during these periods.
3. Provides a secured area for dry and disposable product, small kitchen supplies, transport carriers, as well as keys to the commercial refrigeration and freezer unit(s).
4. Supplies an exterior refuse and recyclable containers.
5. Prohibits smoking on the premises and/or loitering near building entrances or on the premises.
6. Authorizes their maintenance staff to close the site for repair work and notifies the main office of AEOA.
7. Designates Don Kleinschmidt, Director of Public Works (748-7570/publicworks@mtniron.com), as their contact person.

AEOA:


1. Provides meals and support services to eligible Mt. Iron and area seniors. Nutrition services include congregate (Senior Dining) and home delivered meals (Meals on Wheels). Support services may include outreach, recreation, nutrition education, health screening clinics, etc.
2. Reimburses the City of Mt. Iron \$185.00 per month toward utility costs.
3. Assures that effective and efficient operations and meal service integrity are maintained; purchases the necessary products to provide the services; and maintains telephone service for the day-to-day operational activities.
4. Provides the food service, either as a direct responsibility through actual meal preparation or as an indirect responsibility through a contractual agreement.
5. Provides an opportunity for meal service guests and community members to participate in volunteer activities and promotes the philosophy of helping others and themselves.


6. Complies with state, county and municipal requirements and promotes compliance by providing on-going training to personnel in the understanding and prevention of food borne illnesses (i.e., safe handling of food, hygiene practices or personnel, project facility sanitation and equipment sanitation).
7. Completes routine cleaning tasks as prescribed by management i.e. floors, equipment, refrigeration units, and storage areas) and schedules semi-annual clean-ups (i.e. washing walls, kitchen hoods, etc.) Instructs the site personnel to notify the main office and the City of Mt. Iron in the event the kitchen and/or dining area are left unsatisfactory following a previously scheduled activity.
8. Ensures the welfare of the Senior Nutrition employees, volunteers and guests during the meal service; keeps in force a liability insurance policy in the amount of \$300,000 for bodily or property damage to any one person and \$1,000,000 for total injuries or damage arising from any one incident.
9. Instructs the site personnel to contact the main office to report any equipment problems. The main office contacts the City of Mt. Iron to report the incident. The City of Mt. Iron maintains a listing of contractors authorized to conduct work on city owned property (attachment - independent contractor insurance requirements). AEOA will comply with the City of Mt. Iron's contractor requirements as well as authorization for any electrical, plumbing, or structural work.
10. Designates Marilyn Ocepek, Senior Services Director (748-7325/mocepek@aeor.org) and Kathie Irish, Assistant Senior Services Director (748-7327/kirish@aeoa.org) as the AEOA contacts.

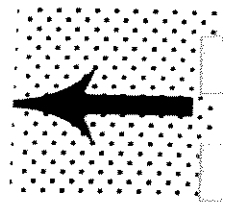
This agreement may be terminated by either party with a 90 day written notice or immediately if AEOA does not obtain funding from the Arrowhead Area Agency on Aging or if funding cannot be continued at a level sufficient to allow for the payment of services.

The term of the site agreement is one year, beginning January 1, 2005 and automatically renews the first of each calendar year. Any alterations or modifications of this agreement will be valid only upon prior approval and in writing, duly signed by both parties and noted as an addendum to the agreement.

This agreement is accepted by the duly authorized representatives.


Harlan Tardy
Executive Director
Arrowhead Economic Opportunity Agency
702 3rd Ave. S.
Virginia, MN 55792
(218) 748-7327


Craig J. Wainio
City of Mt. Iron
8586 Enterprise Dr. S.
Mt. Iron, MN 55768
(218) 748-7570





CITY OF MOUNTAIN IRON

"TAGONITE CAPITAL OF THE WORLD"

PHONE: 218-735-8267 • FAX: 218-735-8268 • P.O. BOX 505 • MOUNTAIN IRON, MN • 55768-0505

INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS CITY OF MOUNTAIN IRON

The City of Mountain Iron, from time to time hires private independent contractors to provide various services. The City of Mountain Iron requires that independent contractors hired must provide the City with a certificate of insurance for the following minimum coverages:

Commercial and General Liability

- *\$1,000,000 each occurrence
- *\$2,000,000 general aggregate
- *\$2,000,000 products & completed operations
- *\$1,000,000 personal & advertising injury
- *\$ 50,000 fire damage
- *\$ 5,000 medical payments

Comprehensive Automobile Liability

- *\$1,000,000 owned, hired, non-owned & borrowed autos
(no aggregate limit shall apply to automobile)

Worker's Compensation

- Statutory limits (part A)
- \$500,000/500,000/500,000 Employers Liability (part B)

The subcontractor shall provide the certificate of insurance to the City Administrator of the City of Mountain Iron prior to any work being done.

The City Administrator will review the prior year's list of subcontractors and request certificate of insurance for the current year.

The City of Mountain Iron shall be named as an additional insured on the contractor policy and specified on the certificate of insurance.

*Limit of liability may be a single underlying limit or a combination of underlying and excess liability (umbrella).

COUNCIL LETTER 020705-VIF

ADMINISTRATION

SCOPE OF WORK

DATE: February 3, 2005

FROM: DSGW Architects

Craig J. Wainio
City Administrator

Enclosed, please find a proposed scope of work for the 2005 library renovations from DSGW. It is recommended that the City Council approve the scope of work and authorize the execution of the contract with DSGW to perform those duties.



January 24, 2005

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

RE: Mtn. Iron Public Library
2005 Renovations

Dear Craig:

Thank you for considering DSGW Architects, Inc. for the above subject project. The following cost estimate & architectural fee proposal is based upon previous discussions about this project.

Understanding Construction Scope of Work

The project includes:

- Complete power washing of all masonry, terra cotta and stone of all elevations
- Tuckpoint all mortar joints.
- Replace all missing and defective bricks.
- Cut New Control Joints into existing façade to prevent future movement cracks.
- Remove and reinstall Caulk at all exterior façade penetrations. (Windows, Doors, etc.)
- Replace exterior lower level egress stairway doors.
- Caulk all Terra cotta joints.
- Repair or replace missing and defective terra cotta trim.
- Remove and replace defective lintels with weep holes
- Repaint remaining steel lintels.
- Remove and install new metal chimney cap.
- Add ADA parking stall to the west of the Library with access from Mountain Avenue.
- Provide ADA Ramp/Sidewalk from parking stall to elevator lobby entrance.
- Provide new site lighting of parking stall & sidewalk.
- Provide new ADA building signage.
- Provide new three stop hydraulic elevator.
- Provide Mechanical & Electrical Systems required for elevator installation only.
- Provide new handrails at west stairway.
- Provide relocation of circulation desk to allow ADA access to east portion of library.
- Provide foundation waterproofing and drain tile at perimeter of all exterior walls.
- Provide new ADA door operators existing front doors & new elevator lobby vestibule door.

- Replace South windows at elevator shaft with spandrel glass.
- Removal of existing dumbwaiter.
- Removal of back stairway.

Understanding Architect's Scope of Work

Architect's fee includes:

- Meet with Owner representatives as required to establish design & approve design.
- Provide full drawings & specifications.
- Administer competitive bidding or competitive quotes.
- Administer construction.
- Bid set printing is not included. It shall be billed directly to the City of Mountain Iron.

Construction Estimate and Architect's Fee Proposal

- See attached Estimate of Probable Construction Cost.

FEE: Fixed: \$32,000.00

We can begin work immediately. If this proposal is acceptable, please contact our office and DSGW will issue the city an AIA contract.

If you have any questions, please do not hesitate to contact our office.

Thank you.

Sincerely,

DSGW Architects, Inc



Erik C. Wedge, AIA

ECW:jp

cc: Councilor Dale Irish – City of Mtn. Iron
Mayor Gary Skalko – City of Mtn. Iron
Karen Louma – City of Mtn. Iron Library

Mountain Iron Library ADA Renovations 2005

Mountain Iron, MN
January 21, 2005



A. CONSTRUCTION BUDGET					
1	Elevator				
	Demolition				
	Elevator Equipment				
	Elevator Shaft				
	General Construction				
	ADA Hand rail upgrades				
	ADA Building Signage				
	Power Assist Doors				
	Carpet				
	Total Construction Cost				
2	Tuck Pointing				
	Masonry Tuck Pointing				
	Install new Steel Lintels				
	Painting				
	Total Construction Cost				
3	ADA Parking Pad				
	Parking Stall				
	Sidewalk				
	Lighting				
	Total Construction Cost				
4	Foundation Water Proofing & Drain Tile				
	Excavation, Backfill, Water Proofing, & Drain Tile				
	Total Construction Cost				
TOTAL CONSTRUCTION BUDGET					

B. CONTINGENCY			
1	5% of Construction Costs	Percentage	
	Total Contingency Cost	5%	\$15,236.50
			\$15,236.50
C. ADMINISTRATIVE COSTS			
1	Plan Review & Permits		\$3,000
2	Document Reproduction		\$5,000
3	Legal & Administrative		\$0
	Total Administrative Costs		\$8,000.00
D. PROFESSIONAL FEES			
1	Architecture & Engineering	Fixed Fee	\$32,000
	Total Professional Fees		\$32,000
E. TOTAL PROJECT COST			
A 1	Elevator		\$177,950
A 2	Tuck Pointing		\$68,460
A 3	ADA Parking		\$20,520
A 4	Foundation Water Proofing & Drain Tile		\$37,800
B 1	Contingency Cost		\$15,237
C 1	Administrative Costs		\$8,000
D 1	Professional Fees		\$32,000
	TOTAL PROJECT COST		\$359,967



enriching
communities
through
architecture

January 31, 2005

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

RE: Contract Documents
Mtn. Iron Public Library
2005 Renovations
Mtn. Iron, Minnesota

Dear Mr. Wainio:

Enclosed please find two (2) bound originals of AIA Document B151, Abbreviated Standard Form of Agreement Between Owner and Architect, 1997 Electronic Format Edition, on the above subject project.

Please review and arrange for authorized signature and return one contract to our office at your earliest convenience.

If you have any questions, please do not hesitate to contact our office.

Thank you.

Sincerely

Damberg Scott Gerzina Wagner Architects, Inc.

A handwritten signature in black ink, reading "Erik C. Wedge/p", where the "p" likely stands for "Project Manager".

Erik C. Wedge, AIA
Project Manager

ECW:jp

enc.

Greenwood Cemetery Association

Post Office Box 105

Virginia, Minnesota 55792-0105

November 5, 2004

The Honorable Mayor Gary Skalko
City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, Minnesota 55768

Dear Honorable Mayor Gary Skalko,
We are making our appeal for payment of your annual appropriation to the Greenwood Cemetery Association. We respectfully request your annual appropriation for the year 2005.

We also want to thank you for the snow plowing in the cemetery the past several years. We appreciate the service.

Thank you for your very kind consideration.

Sincerely yours,

Donald F. Visovatti

Donald F. Visovatti

Secretary-Treasurer

Greenwood Cemetery Association

CITY OF VIRGINIA

327 FIRST STREET SOUTH • VIRGINIA, MINNESOTA 55792-2623

City Operations Director's Office

(218) 748-7500

January 24, 2005

Mr. Craig J. Wainio
City Administrator
8586 Enterprise Drive S.
Mt. Iron, Mn 55768

Re: Calvary Cemetery Office Building Project

Dear Mr. Wainio:

The Virginia City Council directed me to inform you that they are willing to commit \$12,500.00 from their 2005 Mining Effects Tax for the Calvary Cemetery office building addition. The total cost for the addition is approximately \$35,000.00 and the Cemetery Committee is prepared to spend \$10,000.00 on the project.

The Virginia City Council would like you to request the Mt. Iron City Council dedicate \$12,500.00 of their Mining Effects Tax to complete funding for this project and begin construction at the Calvary Cemetery this spring.

Thank you in advance for your consideration to this multi-jurisdictional project.

Sincerely,



John W. Tourville
City Operations Director

JWT:sg

CALVARY CEMETERY ASSOCIATION

William J. Buria, Secretary
P. O. Box 188
Virginia, Minnesota 55792

November 15, 2004

Ms. Sandy Layman
Iron Range Resources Commissioner
4621 Highway 53 South
P. O. Box 441
Eveleth, MN. 55734-0441

Dear Commissioner Layman:

The Calvary Cemetery in Virginia, Minnesota, is a public (non-profit) cemetery in which people of all denominations are buried. The operation of the cemetery is funded through fees charged to decedents and their relatives for plots and burials as well as funding from the Cities of Virginia and Mountain Iron.

The existing building on the premises is an old clay block vault that has been converted to a maintenance and storage building for cemetery equipment. The facility lacks an office area to support the staff and recordkeeping required by law.

The Calvary Cemetery Board is proposing to construct a sixteen by sixteen foot addition to provide the necessary reception room and office area. Our proposal retains the present stucco architectural scheme on the exterior. We have obtained a preliminary cost estimate with the stucco feature and it is approximately \$35,000. It is our intent to use local union labor.

The Cemetery Board has available funding of \$10,000 to contribute to this expansion. We are asking the I.R.R. Board to provide a \$25,000 grant to fund the balance of this project. The City of Virginia has agreed to act as our fiscal agent on this project.

Thank you for your consideration.

Respectfully,



William J. Buria, Secretary
Calvary Cemetery Association

Calvary Cemetery Board
President Robert Curtiss
Secretary William Buria
Member Frank Barboni
Vice Chair Renny Renzaglia
Member Frank Galaski
Member Barbara Politano

cc: City of Virginia
Representative Tom Rukavina

COUNCIL LETTER 020705-VIH

COUNCILOR ROSKOSKI

SNOW PLOWING/REMOVAL ISSUES

DATE: February 3, 2005

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

Backup information: There has to be more consistencies/fairness/efficiencies in how and why the City does its work.

Mr. Wainio: Include all written policies relating to snow plowing and removal in all councilor's meeting packets.

It was moved by Roskoski and supported by Skalko to have the Personnel Committee review the position description for the Foreman and the Director of Public Works with regard to attending City Council meetings and have a recommendation back to the City Council within two months. The motion carried.

It was moved by Roskoski and supported by Irish to contact Minnesota Power and Lake Country Power regarding the City's potential street lighting project in the Ann's Acres area. And further, have the Director of Public Works obtain prices for a standard design light pole (similar to the ones placed in Unity Addition) and have the City Engineer review where the wires should be pulled from and how deep the wire should be buried and have the Utility Advisory Board review this project and make a recommendation to the Council. The motion carried.

Councilor Roskoski advised the Council that the Recreation Building for the Downtown area is being worked on by the ERSTC Construction classes that he teaches in Virginia.

It was moved by Roskoski and supported by Skalko to direct City Staff to write a thank you letter from the City Council to Joe Buria and the Mountain Iron Fire Department for obtaining another FEMA Grant for over \$88,000. The motion carried.

It was moved by Roskoski and supported by Irish to have the Director of Public Works instruct all plow operators assigned to Ann's Acres that the following be adhered to with regard to the plowing on North Court:

1. plow as close as possible to the curbs in North Court,
2. pile any necessary snow that may accumulate in front of the vacant lot, but not on the lot, and
3. if the snow pile gets so big that it gets in the way of the mail boxes and driveways on North Court, that the snow be hauled away.

The motion carried with Councilor Prebeg and Nelson voting no.

It was moved by Prebeg and supported by Skalko to authorize a contribution to the Mountain Iron-Buhl Comprehensive Arts Planning Program in the amount of \$100. The motion carried on the following roll call vote: Irish, yes; Roskoski, yes; Prebeg, yes; Nelson, no; and Skalko, yes.

It was moved by Prebeg and supported by Skalko to authorize the City Crew to continue plowing the Calvary and Greenwood Cemeteries as they have in the past, until something is resolved with the City of Virginia. And further, direct City Staff to contact the City of Virginia to develop an agreement for plowing the cemeteries. The motion carried.

The Recreation Director advised the Council that U. S. Steel Corporation would be giving the City a tire stand for Locomotive Park. Councilor Prebeg said that it would be a good time to decide whether they wanted any other equipment moved around at Locomotive Park when the tire stand is being placed.

At 7:56 p.m., Councilor Prebeg left the meeting.

At 7:58 p.m., Councilor Prebeg returned to the meeting.

The City Attorney reported that he and Rod Flannigan met with Mr. & Mrs. Randy Cernohlavck, Plumbing and Heating Direct regarding the easement issues on his property and they have agreed to a compromise regarding the matter.

It was moved by Skalko and supported by Prebeg to ask the Mountain Iron-Buhl School District if the City could have approval to have the land adjacent to Unity Addition appraised by a neutral appraiser to see what the land value is. The motion carried unanimously on a roll call vote.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 25-03, Calling a Hearing, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Skalko and supported by Roskoski to **table** Resolution Number 35-03, Accepting Roads. The motion carried.

It was moved by Prebeg and supported by Nelson to approve the amendment to services agreement to the Minnesota Municipal Utilities Association, (a copy is attached and made a part of these minutes). It was moved by Prebeg and supported by Nelson to amend the motion to add to direct City Staff to check on the possibility of using mining effects taxes for this purpose. The amended motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Roskoski to have the Director of Public Works use a two inch minimum of snow fall before the city crew would be called out, after hours, for snowplowing and to have the Director of Public Works or the Foreman use their discretion for sending out the sanders when there is freezing rain. The motion carried on the following roll call vote: Prebeg, no; Nelson, no; Irish, yes; Roskoski, yes; and Skalko, yes.

The Council discussed the land sale with Tom Cvar. The Council requested that Mr. Cvar go to the Planning and Zoning Commission first.

It was moved by Roskoski and supported by Irish that because of constituency comments and liability concerns that the use of any City vehicles by any City Employees for personal use be prohibited during the time which is normally interpreted as lunch/dinner/noontime and this policy will go into effect on October 21, 2003, and will stay in force until rescinded by specific City Council action. The implementation of this policy will become the responsibility of the City Administrator. The motion carried.

It was moved by Skalko and supported by Irish to authorize the following change orders for the library renovations:

- 1) R.F.P. No. 1- in the amount of \$2,782.00;
- 2) R.F.P. No. 2 - in the amount of \$470.00;
- 3) R.F.P. No. 3 – in the amount of \$442.00;
- 4) R.F.P. No. 4 – in the amount of \$570.00;
- 5) R.F.P. No. 5 – in the amount of \$0.00; and
- 6) R.F.P. No. 6 – in the amount of \$1,695.00.

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

At 8:33 p.m., Councilor Prebeg returned to the meeting.

It was moved by Irish and supported by Skalko to authorize payment request number one to Lenci Enterprises, Inc. for the Library Renovation in the amount of \$20,330.00. The motion carried on the following roll call vote: Roskoski, yes; Prebeg, yes; Nelson, no; Irish, yes; and Skalko, yes.

It was moved by Roskoski and supported by Skalko that the original motion regarding the Mountain Avenue parking change project, that the completion date of the project be changed to read, the completion date of the project will be 30 working days after the City Architect authorizes the library project parking space sizes and location. The motion carried with Councilor Nelson voting no.

It was moved by Roskoski and supported by Irish that with regard to the suggestion box labels on the utility payment boxes, that the original motion be changed to read the completion date on this project would be December 31, 2003. The motion carried.

It was moved by Roskoski and supported by Irish that, with regard to the brush pile by the City Garage, the City Administrator and the Director of Public Works review a new sight/procedure/plan. And further, when a plan is completed, it will be presented to the City Council with a deadline for this project being April 1, 2004 or sooner. The motion carried.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 38-03, Charitable Gambling, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Roskoski and supported by Irish that no snow, from street snow removal activities, be deposited in the Locomotive Park area. But, if extreme weather conditions warrant such that the accumulated snow that may be dumped there, be removed before any Spring thaw, and this policy will remain in place until rescinded by specific Council action. The motion carried.

Councilor Roskoski passed out an article from the November 9, 2003, Mesabi Daily News with guest columnist, Patricia Awada, State Auditor regarding administrative penalties.

COUNCIL LETTER 010305-VII

ADMINISTRATION

RESCHEDULE NEXT MEETING

DATE: February 3, 2005

FROM: Craig J. Wainio
City Administrator

The next regular meeting of the City Council needs to be rescheduled due to the Presidents Day Holiday. Typically the meeting have been rescheduled to the following Tuesday, in this case it would be Tuesday, February 22nd.

COMMUNICATIONS
FEBRUARY 7, 2005

1. Mountain Iron-Buhl Class of 2005, requesting a donation for the Annual All-Night Chemical Free Graduation Party.
2. Mountain Iron-Buhl CLOSE UP Program, forwarding a thank you for the contribution.
3. League of Minnesota Cities, forwarding the January 28, 2005 Friday Fax.
4. Coalition of Greater Minnesota Cities, forwarding the January 28, 2005, Brief.
5. Small Cities Update, February 1, 2005.

Mountain Iron-Buhl High School



Class of 2005

January 26, 2005

Dear Businessperson/ Area Organization:

As parents of the Mountain Iron-Buhl Class of 2005, we will be honoring our graduating seniors with . . .

THE 18TH ANNUAL ALL-NIGHT CHEMICAL FREE GRADUATION PARTY

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

"A CHEMICAL FREE GRADUATION PARTY"

If you wish to make a tax deductible donation in the form of merchandise, gift certificate, or cash – please contact someone on our donation committee listed below. Cash donations are used to purchase decorations, games, 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 MIB CLASS OF 2005 APPRECIATES YOUR SUPPORT!

Carolyn Morrisette
8366 Gardenia St.
Virginia, MN 55792
218-749-5962

Debbie Avikainen
8750 Fairview Lane
Mt. Iron, MN 55768
218-735-8863

Linda Strukel
5490 Marion Lane
Virginia, MN 55792
218-749-4079

Thankyou City Council For helping our close-up group
make it to Washington D.C. We appreciate very much
everything you did for us.

Thank You

Richelle
Insh

Debra Lohm
Jessica
Auerkammer

Mary
Frankel

Cassie
Juntunen

Stephanie
Morrisette

Rose
Aleksh

Ruth
Heltunen

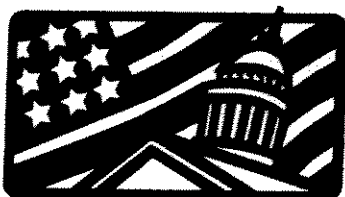
Jennifer Holobich

James
Cryman

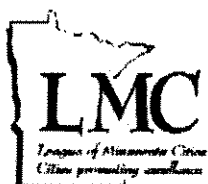
Trena
Hawkins

Amanda
Violette

Mary
Martin



**Mountain Iron - Buhl
CLOSE UP program**



-FridayFax-

A weekly legislative update from the League of Minnesota Cities

January 28, 2005

Page 2

recommendation. The bill was amended substantially, expanding the Clean Indoor Air Act to restaurants only. Under the amendment, bars where less than 50 percent of revenues are generated by food sales, and private clubs such as VFW halls would not be affected by the ban. Cities or counties could pass their own ordinances for enacting and enforcing stricter bans if they chose. Amendments to pre-empt local governments were circulated among those in the room, but were not offered. The bill's next stop is House Commerce & Financial Institutions, but won't likely appear on their agenda until the second week of February. The bill will have several other committee stops, in both the Senate and House, especially if amendments are added.

Several other bills have been introduced signaling that this is an issue the legislature expects to deal with in some manner. For more information, contact Jenn O'Rourke at jorourke@lmnc.org and watch for a story in next week's *Cities Bulletin*.

Committee Meetings

Monday, 1/31

Local Government Committee

Chair: Rep. Mark Olson

12:30 p.m. Room: 10 State Office Building

Agenda: Conclusion of Annexation Overviews:

Municipal Boundary Adjustments, Department of Administration; and MN Association of Townships.

Tuesday, 2/1

Senate Tax Committee

Chair: Sen. Lawrence Pogemiller

9 a.m. Room 15 Capitol

Agenda: SF318 (Pogemiller) Property tax freeze

Tuesday, 2/1

Senate Transportation Committee

Chair: Sen. Steve Murphy

3 p.m. Room 15 Capitol

Agenda: Presentation of the Association of Minnesota Counties 2005 transportation funding plan.

Presentation of the Minnesota Chamber of Commerce 2005 transportation funding plan.

Wednesday, 2/2

Senate State and Local Government Operations Committee

Chair: Senator Linda Higgins

12:00 p.m. Room 123

Agenda: Annexation Overview

Wednesday, 2/2

House Local Government

Chair: Rep. Mark Olson

12:30 PM, Room: 10 State Office Building

Agenda: Overview of Metropolitan Sports Facilities Commission;

HF0210 (Blaine) Fire departments reimbursed for expenses incurred in extinguishing motor vehicle fires, cities and towns authorized to collect unpaid bills for emergency services from nonresidents, and money appropriated

Thursday, 2/3

Senate Transportation Committee

Chair: Sen. Steve Murphy

3 p.m. Room 15 Capitol

Agenda: Presentation of the Minnesota Transportation Alliance's 2005 transportation funding plan.

Presentation of the Itasca Group's 2005 transportation funding plan.

Coalition of Greater Minnesota Cities

January 28, 2005

Contact: Sarah Kleppe
651.225.8840

CGMC in Brief

Rural Legislators Consider LGA Options

Rural House legislators – Republicans and Democrats, alike – met at the Flaherty and Hood offices Wednesday to discuss Local Government Aid. After Tim Flaherty briefly presented the coalition's LGA priorities, the 18 lawmaker seemed to agree that the aid distribution formula should be modified and that the Legislature should restore \$60 million of the \$150 million cut from the program in 2003. Among the legislators, there seemed to be a general consensus to not seek new money for LGA but to reallocate existing state spending to the property tax relief program. The issue was left open until a later meeting.

St. Cloud Mayor John Ellenbecker, president of the coalition, and Mankato President Mike Laven attended the meeting as observers. The group will meet again Wednesday to discuss education finance.

House Committee Hears City, Township Annexation Issues

The annexation debate resurfaced in the House Local Government Committee Monday, when Kari Thurlow, Flaherty and Hood; Craig Johnson, League of Minnesota Cities; and Nancy Larson, executive director of Minnesota Association of Small Cities, presented an overview of the findings and recommendations of a new annexation study. The study recommendations and proposals made later by Township officials proved to be highly controversial. Annexation will be featured in another round of hearings next week: Monday in the House Local Government Committee and Wednesday in the Senate State and Local Government Operations Committee.

The full annexation study will be available on the Internet next week at: www.greatermncities.org.

House, Senate Bonding Bills Put on Fast Track.

The Senate approved a \$976 million general obligation bonding bill last week that includes several CGMC priorities. The bill contains \$14 million for public infrastructure economic development grants, \$5 million for rural redevelopment grants and \$3 million for a grants program to help cities comply with new, clean-water mandates.

The House is working quickly to develop its own bonding bill. Last week the coalition sent out an Action Alert asking city officials to contact legislators and encourage them to support \$860 million in general obligation bonding for the House bill. The figure is a compromise between the \$976 million bill approved by the Senate and the \$774 million bill proposed by the governor. The coalition worries that its requests for money for public infrastructure grants, redevelopment grants, and clean water mandates will be jeopardized if the House bonding target is too low.

Prepared for the members of the Coalition of Greater Minnesota Cities by Flaherty & Hood, P.A.

SMALL CITIES UPDATE

February 1, 2005

Budget deficit breeds bad proposals

Last week it was Governor Pawlenty's "Turbocharged Truth in Taxation" idea that took honors for bad proposals, but next week Sen. Larry Pogemiller (DFL-Minneapolis) will unveil his "Truth and Fairness in Taxation Act (TAFTA)". This proposal would completely freeze the major source of tax revenue for cities, counties, school districts and other local units of government. The bill includes a levy limitation that would prevent any increase in a local unit of government's proposed levy. It would also prohibit the issuing of new debt or a new lease-purchase agreement.

According to Pogemiller, he is introducing SF 318 in order to bring attention to the fact that the state helped balance its budget by shifting the impact to local units of government, causing them to increase property taxes. We appreciate him raising the point, but hope that its main impact is to force House and Senate leaders develop a rational way of dealing with the budget deficit. It's time to remind legislative leaders and the administration to stop playing games and to find some realistic ways to resolve Minnesota's fiscal problems.

Bipartisan groups seeking legislative solutions

Instead of taking lessons from their leaders, many of the Legislature's Rank and File are working on solutions of their own. Prior to the session's opening, Sen. Geoff Michel (R-Edina) and Rep. Joe Atkins (DFL-Inver Grove Heights) submitted a joint editorial to the Minneapolis Star and Tribune asking for bipartisan cooperation in the Legislature.

Rep. Dan Dorman (R-Albert Lea) and Rep. Paul Marquart (DFL-Dillworth) have taken this a step farther. They have organized a bipartisan group of House members from Greater Minnesota that meets every week to discuss rural issues. So far, they have discussed the bonding bill and property taxes. Since many inner-ring suburbs have similar concerns on issues like LGA and education aids, there is talk of including some of their legislators in future discussions.

Kudos for executive director; intern on the job

Most of us know that MAOSC Executive Director Nancy Larson is a highly visible presence at the State Capitol, but now others have acknowledged that as well. Last month, Minnesota Business Journal named her one of the best-known lobbyists at the State Capitol. And now she'll be able to do even more, thanks to help from a skilled intern.

Sarah Erickson, a student at William Mitchell College of Law, will be assisting her throughout the session. Erickson, who last session interned with the Coalition of Greater Minnesota Cities, is in her final semester of law school. She understands the legislative process, is acquainted with many Senators and Representatives, and has a strong grasp of our issues. She and Nancy will make a great team.

New York Mills selected as Capital Community

Many small communities in rural America are using unique approaches and innovative ideas to remain competitive, so for the second year in a row, the Federal Home Loan Bank of Des Moines has recognized one of these communities from each of the five states in the bank's district. This year, the bank chose MAOSC member New York Mills as its Minnesota Capital Community. According to Curt Heidt, vice president Community Investment, Home Loan Bank, "New York Mills was selected as one of our Capital Communities based on leadership, economic development, youth involvement, industrial recruitment and much more."

In April, representatives of the city will attend a policy forum in Washington, DC, giving them the opportunity to network with other community leaders, meet their congressional delegates, exchange new ideas and share their community story. They will also be honored during an awards ceremony and receive a \$15,000 check from the bank. MAOSC is proud of New York Mills as well as Milan and Two Harbors, the other two member cities that were finalists for the award.

Street Utility legislation would help cities maintain roads

Cities having difficulty funding street reconstruction, maintenance and facility upgrades could benefit from LMC sponsored bills allowing them to impose street utility fees. The bills, HF 313 authored by Rep. Frank Hornstein (DFL-Minneapolis) and SF 366 authored by Sen. Sharon Marko (DFL-Cottage Grove), would give cities the authority to use trip generation rates to establish street utility fee programs. The street utility fee, like a sewer or water utility fee, would be calculated on use and would correspond with the cost of providing the service.

In the past, this concept has run into opposition at the legislature, so help is needed from city officials who support and would make use of the enabling legislation. Please contact your legislators now if you support HF 313 and SF 366. If you need information regarding your legislator, contact MAOSC Associate Director Kathy Fenrich at 320-693-1283 or maosc@mchsi.com.

MN Ass'n of Small Cities, Nancy Larson Exec Dir, 21950 CSAH 4, Dassel MN 55325 (C) 612-961-5408 nanlars@LL.net
Kathy Fenrich Assoc Dir, 25770 CSAH 1, Litchfield MN 55355 (O) 320-693-1283 (F) 320-693-1284 maosc@mchsi.com