

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
WEDNESDAY, FEBRUARY 17, 2010 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the February 1, 2010, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#38-39)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Update Planning and Zoning Booklet (#7)
 - B. City Administrator's Report
 - 1. Non-Audit Services Letter (#8-9)
 - 2. Lease with MN DNR for Parkville Ball Field (#10-15)
 - C. Director of Public Works Report
 - 1. Wellhead Protection Plan Public Hearing (#16-17)
 - D. Sheriff's Department Report
 - E. City Engineer's Report
 - F. Parks and Recreation Board
 - 1. West Two Rivers Campground Caretakers Agreement (#18-20)
 - 2. Locomotive Park Improvements (#21-22)
 - 3. West Virginia Park and Wolf Park Improvements (#23)
 - G. Public Health and Safety Board
 - 1. IAAI Conference Attendance (#24-26)
 - H. Building and Grounds Committee
 - 1. City Garage Improvements (#27-31)
 - 2. Library Basement Improvements (#32)
 - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Requests to Service Liquor at Community Center (#33-34)
 - B. All Night Graduation Party Request (#35)
 - C. Marquette Catholic School Parents Association Request (#36)
 - D. Communications (#38-39)
- VII. Announcements
- VIII. Closed Meeting – Consider Strategies for Labor Negotiations (#37)
- IX. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
FEBRUARY 1, 2010

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

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

1. Approve the minutes of the January 20, 2010, regular meeting as submitted.
2. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period January 16-31, 2010, totaling \$202,442.11, (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period January 16-31, 2010, totaling \$254,612.35, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

The Mayor updated the Council on the following:

- Minnesota Historical Society. He advised the Council that the City was awarded a \$48,000 grant for the renovation and updating of Locomotive Park. He said that with the award from IRRR to the Civic Association regarding the \$9,500 grant for the construction of a canopy and the \$1,000 donation the Civic Association, this park will be nice. He also thanked the Director of Public Works for all his help in obtaining the Minnesota Historical Society grant.
- Wind Energy Project. He clarified some comments that were made in the Mesabi Daily News regarding the project in White Township. He said that all the funds that have been expended have been from grant funding and that no local funds have been spent on the project. He said that the project is to generate revenue for the Economic Development Authority in the future, not to create jobs. He also said that the 39 acre Renewable Energy Park being constructed in Mountain Iron would be a compliment to the Wind Energy Projects.

It was moved by Skalko and seconded by Zupancich to authorize a contribution of \$250 to the Virginia Regional Medical Center Diabetic Center for the Mark "Bush" Prebeg Memorial Snowmobile Ride with the funds being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Skalko to authorize the assistance of the Sheriff's Department for traffic control and the Public Works Department to assist with some snow removal along Highway 169 on February 20, 2010. The motion carried.

It was moved by Roskoski and seconded by Skalko to file the Arrowhead Amateur Sports Complex information for future use and reference. The motion carried.

It was moved by Stanaway and seconded by Skalko to authorize the Municipal Services Secretary to attend the Municipal Clerks and Finance Officers Association Annual Conference from March 16-19, 2010, at City expense. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Prebeg to direct City Staff to advertise for the Commercial Building Inspector position. The motion carried.

It was moved by Prebeg and seconded by Stanaway to award the quote for the hoist repair to Lenci Enterprises at their low quoted price of \$10,979.00. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Prebeg to accept the recommendation of the Utility Advisory Board and authorize the sewer rate increase, (a copy is attached and made a part of these minutes), with an effective date of January 1, 2010. The motion carried on the following roll call vote: Prebeg, yes; Zupancich, yes; Stanaway, yes; Roskoski, no; and Skalko, yes.

It was moved by Prebeg and seconded by Stanaway to accept the recommendation of the Utility Advisory Board and authorize the electric utility increase, (a copy is attached and made a part of these minutes), with an effective date of January 1, 2010. The motion carried unanimously on a roll call vote.

It was moved by Roskoski and seconded by Skalko to authorize Lease Number 144-012-0204, with the Minnesota Department of Natural Resources, for the Wacootah Overlook, at a total cost of \$1,450 for the ten year lease. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Skalko to reschedule the next regular meeting to Wednesday, February 17, 2010 at 6:30 p.m. because of the President's Day holiday. The motion carried.

It was moved by Prebeg and seconded by Skalko to waive the building rental fees for the boys and girls Mountain Iron-Buhl Hoop Club elementary basketball banquets. The motion carried.

It was moved by Zupancich and seconded by Skalko to authorize a contribution of \$200 to the Mountain Iron-Buhl High School Class of 2010, with the expense coming from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

It was moved by Roskoski that being Locomotive Park is a National Registered Historic Landmark of important significance:

- 1) That the Oliver Iron Mining company, the name that USS operated under for many years, corporate colors of yellow upper, blue lower, be looked at as possible colors for the locomotive canopy and overlook pavilion.
- 2) That local historian, Marvin Lamppa, Marvin Lamppa, and/or others be contacted to review any signage text for historic accuracy.
- 3) That Tom Nikolanci be contacted about Minnesota Department of Natural Resources for possible interpretation and educational exhibits.
- 4) That a sign be erected mentioning major contributors to the overlook project:
 - a. Minnesota Historical Society
 - b. IRR/IRRRB
 - c. United States Steel
 - d. City of Mountain Iron
 - e. Others

The **motion died** for lack of a second.

At 7:16 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Anderson, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Mountain Iron Senior Citizens, a thank you for the contribution to their Christmas party.
2. Mountain Iron-Buhl Hoop Club, a request to waive the building rental fees for the building.
3. Mountain Iron-Buhl High School, Class of 2010, a request for a donation for the All Night Chemical Free Graduation Party.
4. Minnesota Historical and Cultural Grants, a notice of award of a \$48,000 grant for Mountain Iron National Landmark Site Project.
5. Arrowhead Economic Opportunity Agency, an invitation to an Art Exhibit in honor of Veterans on February 11th at the Mesabi Range College in Virginia.

Summary By Category And Distribution

Category	Distribution	Amount
MISCELLANEOUS	CHECK RETURN FEE	20.00
UTILITY	UTILITY	110,482.03
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	600.00
BUILDING RENTALS	COMMUNITY CENTER	725.00
LICENSES	ANIMAL	30.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	30.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	101.69
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
CD INTEREST	CD INTEREST 101	475.17
CD INTEREST	CD INTEREST 378	1,702.90
CD INTEREST	CD INTEREST 602	92.45
CD INTEREST	CD INTEREST 603	567.65
FINES	PARKING VIOLATIONS	75.00
METER DEPOSITS	ELECTRIC	350.00
MISCELLANEOUS	FAX CHARGES	1.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	34,249.46
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	147.84
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	203.15
TAXES	TAXES RECEIVABLE-DELINQUENT	6,224.25
TAXES	PENALTIES & INTEREST	128.21
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	1,023.77
TAXES	PENALTIES & INTEREST-378 FUND	306.66
TAXES	MISCELLANEOUS TAXES	24,606.21
TAXES	BOND LEVY	12,711.91
MISCELLANEOUS	REIMBURSEMENTS	7,567.76
Summary Totals:		<u>202,442.11</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
02/10	02/03/2010	139051	10019	ARMORY SHELL	101-20200	309.78
02/10	02/03/2010	139052	10010	ARROWAUTO	101-20200	3.38
02/10	02/03/2010	139053	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	800.74
02/10	02/03/2010	139054	1163	BEBE SUOMI	101-20200	100.00
02/10	02/03/2010	139055	20022	BENCHMARK ENGINEERING INC	301-20200	36,561.85
02/10	02/03/2010	139056	30017	CARQUEST (MOUNTAIN IRON)	604-20200	441.38
02/10	02/03/2010	139057	230021	CRAIG J WAINIO	101-20200	84.50
02/10	02/03/2010	139058	30059	CVAR, THOMAS	101-20200	200.00
02/10	02/03/2010	139059	60026	FASTENAL COMPANY	601-20200	59.71
02/10	02/03/2010	139060	60043	FRIZZELL, ERICA	101-20200	2,400.00
02/10	02/03/2010	139061	70035	G & K SERVICES	101-20200	89.52
02/10	02/03/2010	139062	70007	GOVERNMENT TRAINING SERVICE	101-20200	200.00
02/10	02/03/2010	139063	140013	HD WATERWORKS SUPPLY	601-20200	1,293.02
02/10	02/03/2010	139064	80004	HEISEL BROS PLUMBING	101-20200	41.08
02/10	02/03/2010	139065	80017	HENRY'S WATERWORKS INC	601-20200	989.33
02/10	02/03/2010	139066	90003	INTERSTATE POWER SYSTEMS	603-20200	1,838.41
02/10	02/03/2010	139067	100020	JOHN WINTER	101-20200	2,400.00
02/10	02/03/2010	139068	1164	JOY PONTINEN	101-20200	500.00
02/10	02/03/2010	139069	110006	KEN WASCHKE AUTO PLAZA	101-20200	205.37
02/10	02/03/2010	139070	120032	LAKE COUNTRY POWER	101-20200	197.72
02/10	02/03/2010	139071	120002	LAWSON PRODUCTS INC	604-20200	510.78
02/10	02/03/2010	139072	120003	LEAGUE OF MINNESOTA CITIES	101-20200	50.00
02/10	02/03/2010	139073	130030	MACQUEEN EQUIPMENT	603-20200	1,938.29
02/10	02/03/2010	139074	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
02/10	02/03/2010	139075	130026	MESABI SIGN COMPANY	101-20200	176.35
02/10	02/03/2010	139076	130038	MIB HIGH SCHOOL GRAD PARTY	230-20200	200.00
02/10	02/03/2010	139077	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	35.50
02/10	02/03/2010	139078	130009	MINNESOTA POWER	101-20200	1,381.53
02/10	02/03/2010	139079	130123	MORTON SALT	101-20200	1,920.05
02/10	02/03/2010	139080	140042	NORTHERN DOOR & HARDWARE INC	101-20200	576.72
02/10	02/03/2010	139081	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	114.41
02/10	02/03/2010	139082	40032	OFFICE OF ENTERPRISE TECHNOLOG	101-20200	463.70
02/10	02/03/2010	139083	160002	PETTY CASH FUND	603-20200	38.85
02/10	02/03/2010	139084	170001	QWEST	101-20200	106.30
02/10	02/03/2010	139085	180004	RANGE COOPERATIVES	101-20200	20.31
02/10	02/03/2010	139086	180012	RESCO	604-20200	9,853.87
02/10	02/03/2010	139087	190059	SAINT LOUIS COUNTY AUDITOR	603-20200	17,929.25
02/10	02/03/2010	139088	190004	SKUBIC BROS INC	101-20200	199.47
02/10	02/03/2010	139089	190006	SPRING CREEK OUTFITTERS INC	101-20200	4.25
02/10	02/03/2010	139090	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	75,000.00
02/10	02/03/2010	139091	200003	TACONITE TIRE SERVICE	101-20200	11.95
02/10	02/03/2010	139092	1165	TOM SCHUR	101-20200	150.00
02/10	02/03/2010	139093	200006	TRIMARK INDUSTRIAL	602-20200	88.60
02/10	02/03/2010	139094	220025	VERIZON WIRELESS	101-20200	17.29
02/10	02/03/2010	139095	20026	VIRGINIA REG MEDICAL CENTER	230-20200	250.00
02/10	02/03/2010	139096	230005	WESCO DISTRIBUTION INC	604-20200	497.93
02/10	02/03/2010	139097	260003	ZEE SERVICE COMPANY	101-20200	89.65

Totals:

161,840.84

Payroll-PP Ending 1/22/2010

92,771.51

TOTAL EXPENDITURES

\$254,612.35

SEWER RATE INCREASE APPROVED 2/1/2010 with an effective date of 1/1/2010:

Residential: \$15.00 per month service charge.

Commercial: \$25.00 per month service charge.

Commercial and Residential usage charge: \$3.50 per 1,000 gallons water used.

ELECTRIC RATE INCREASE APPROVED 2/1/2010 with an effective date of 1/1/2010:

Generation Capacity Charges will increase to \$18.49/kw from \$12.87/KW. Energy charge will increase to 2.184/kwh.

Residential Service Rate: \$10.00/month service charge
\$.078 per kwh

General Service Rate: \$20.00/month service charge
\$.078 per kwh

Power Service Rate: \$20.00/month service charge
Energy Charge: \$.060/kwh
Demand Charge: \$18.50 per KW

Municipal Service Rate: No Demand meter
Energy Charge: \$.078 per kwh

With Demand Meter
Energy Charge: \$.060 per kwh
Demand Charge: \$15.00 per KW

Off-Peak Water Heating: Energy charge \$.078 per kwh (No longer available)

Energy Adjustment: An energy adjustment shall be applied and adjusted on all rates monthly when a positive charge is applied by Minnesota Power.

COUNCIL LETTER 021710-IVA

MAYOR SKALKO

UPDATE P&Z BOOKLET

DATE: February 10, 2010

FROM: Mayor Gary Skalko

Background information provided by Mayor Skalko:

Request from Mr. Jerry Kujala, P & Z Administrator, to add ordinance changes to the P & Z booklet. This will also include these ordinance changes for our on-line users.

WALKER, GIROUX & HAHNE, LTD
225 1ST STREET N SUITE 2400
P.O. BOX 960
VIRGINIA, MN 55792
218-749-4880 FAX 218-749-8528

TO: CRAIG WAINIO
FROM: PATTY SABIE
DATE: December 16, 2009

CITY OF MOUNTAIN IRON "NONAUDIT SERVICES" LETTER

Craig,

Enclosed please find a copy of the letter that we are required to have on file to document that you have been designated by the City Council to oversee, monitor, accept responsibility and evaluate the "nonaudit services", which include preparation of the financial statements and notes to the financial statements to be included in the audit.

Please have a council member sign the letter also, and return to our office.

Please call if you have questions.

Thank you,



NONAUDIT SERVICES

Nonaudit services performed by Walker, Giroux & Hahne, Ltd. (check applicable items):

1. Preparing a trial balance based on entity management's chart of accounts.
2. Maintaining depreciation schedules for which entity management has determined the method and rate of depreciation and salvage value of the assets.
3. Preparing draft financial statements based on entity management's chart of accounts and trial balance and any adjusting, correcting, and closing entries that have been approved by entity management.
4. Preparing draft notes to the financial statements based on information determined and approved by entity management.

With regard to the above nonaudit services performed by Walker, Giroux & Hahne, Ltd. during the audit of City of Mountain Iron, Minnesota for the year ended December 31, 2009, I confirm the following:

1. I have been designated by the City of Mountain Iron, Minnesota to be responsible and accountable for overseeing the nonaudit services.
2. I have monitored the performance of the nonaudit services.
3. I have made all decisions that involved entity management functions related to the nonaudit services and accepted full responsibility for those decisions.
4. I have evaluated the adequacy of the services performed.

Printed Name and Title

Signature

_____ has been designated by the City of Mountain Iron, Minnesota to be responsible and accountable for overseeing the above nonaudit services.

Printed Name and Title

Signature

Minnesota Department of Natural Resources

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



January 28, 2010

City of MT. Iron
Box 505
Mt. Iron, MN 55768

Re: Lease #144-012-0594
Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Section 2, Township 58 North, Range 18 West
St. Louis County

A new lease number has been assigned to the above lease. Lease number 144-012-0594 is replacing the old lease number 144-015-0475. Please refer to this new lease number 144-012-0594 in regards to your lease.

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

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

Please remit \$300.00, made payable to the Minnesota Department of Natural Resources. This payment will cover the lease through June 30, 2013.

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

Sincerely

A handwritten signature in black ink, appearing to read "Mark Westin".

Mark Westin
Realty Specialist
Division of Lands and Minerals

Enclosure



Lease Number 144-012-0594
Field Unit Region 1 234

MISCELLANEOUS LEASE

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S., sec. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee City of MT Iron		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) Box 505 MT. Iron, MN 55768		
Lease Fee \$ 600.00	Fee Payment Schedule \$300.00 due upon execution and \$300.00 on or before July 1, 2013	
Term Ten (10) Years	Effective Date July 1, 2008	Termination Date June 30, 2018
Purpose of Lease Recreation Use-Ballfield		County St. Louis County

IT IS AGREED AS FOLLOWS:

- PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

That part of an area 220 feet in width and 300 feet in length within the Northeast corner of the Southeast ¼ of the Southeast ¼; Section 2, Township 58 North, Range 18 West; St Louis , containing 1.67 acres more or less and as approximately shown on the attached map which is made part of this lease.

and herein referred to as the "Premises".
- TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.
- LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
- USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
- LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
- ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
- MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.
- TERMINATION:** This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

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

20. ADDITIONAL TERMS:
See attached Exhibit A

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

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By	Date
----	------

KATHY A. LEWIS
ASSISTANT DIRECTOR
DIVISION OF LANDS AND MINERALS

Lessee (Individual's Name or Name of Entity) City of MT. Iron	
Authorized Signatures & Title (If an Entity)	Date
Authorized Signatures & Title (If an Entity)	Date

EXHIBIT A
Additional Terms & Conditions
City of Mt. Iron – Baseball Field
Lease #144-012-0594

1. LESSEE shall agree that any improvements made to the site such as buildings or other structures must be approved by the LESSOR.
2. LESSEE shall agree that at termination of the lease, all exposed mineral soil will be seeded to grass or legumes.
3. LESSEE shall agree that the site area, must be maintained and kept clean in order to present an orderly and complimentary appearance to the surrounding area.
4. LESSEE shall agree that any use of the site other than as a ball field must be approved by the LESSOR.
5. LESSEE shall procure liability insurance, naming the State as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the LESSEE shall provide the LESSOR with a certificate of insurance indicating the required coverage and the LESSEE shall periodically provide the LESSOR with evidence of insurance as the LESSOR may request. The policy shall provide that the LESSOR be notified ten days prior to the cancellation or termination of the policy. The LESSEE shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the LESSEE shall provide whatever amount of insurance is required by that change within 30 days after the LESSOR notifies the LESSEE of the change.



COUNCIL LETTER 021710-IVC1

PUBLIC WORKS

WELLHEAD PROTECTION PLAN

DATE: February 10, 2010
FROM: Don Kleinschmidt
Director of Public Works

The Minnesota Department of Health requires the City of Mountain Iron to hold a public information meeting regarding the delineations and vulnerability assessments of the Wellhead Protection Plan.

This meeting can be incorporated into the City Council or another Public meeting. The meeting has to take place by March 21st, 2010.



Protecting, maintaining and improving the health of all Minnesotans

January 21, 2010

Mr. Don Kleinschmidt
Director of Public Works
City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, Minnesota 55768

Dear Mr. Kleinschmidt:

We are writing to notify you that the Minnesota Department of Health has approved the 1) delineation of the wellhead protection area, 2) delineation of the drinking water supply management area, and 3) assessments of well and aquifer vulnerability for your public wells, as submitted. The approval pertains to the following public wells:

Well No. 1	Unique Well No. 150524
Well No. 2	Unique Well No. 150526

Procedurally, you must submit a copy of the delineated wellhead protection area, drinking water supply management area, and assessments of well and aquifer vulnerability to local units of government that are wholly or partially within these areas. Notification must occur within 30 days after receiving this letter. If you need assistance getting this information out, please contact Ms. Beth Kluthe of the Minnesota Department of Health at (218) 308-2115.

The wellhead protection rule also requires the city of Mountain Iron to hold a public information meeting regarding the delineations and vulnerability assessments within 60 days of receiving approval by the health department. This meeting can be held solely for this purpose or it can be incorporated into another public meeting, such as a meeting of the city council. If you would like a representative of the state's wellhead protection program to be present at the public information meeting, please contact Ms. Kluthe.

In closing, we commend the city of Mountain Iron for moving ahead to develop its wellhead protection plan. Ms. Kluthe will be contacting you shortly to go over procedural issues in preparing the remainder of your wellhead protection plan.

Sincerely,

James F. Walsh, Hydrogeologist
Source Water Protection Unit
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

JFW:TVW

cc: Ms. Beth Kluthe, Planner, Source Water Protection Unit, Bemidji District Office

COUNCIL LETTER 021710-IVF1
PARKS & RECREATION BOARD
WEST TWO RIVERS
CARETAKERS AGREEMENT

DATE: February 10, 2010
FROM: Parks & Recreation Board
Don Kleinschmidt
Director of Public Works

The Parks and Recreation Board recommends that the City Council approve the Agreement with William Haapala as caretaker for the West Two Rivers Campground for the 2010 season.

CITY OF MOUNTAIN IRON
WEST TWO RIVERS CARETAKER AGREEMENT

WHEREAS, the City of Mountain Iron, St. Louis County, Minnesota, is the owner of the West Two Rivers Campground facility; and

WHEREAS, William P. Haapala wishes to contract with the City of Mountain Iron to operate the said campground;

NOW, THEREFORE, be it agreed, by and between the parties hereto as follows:

1. William P. Haapala agrees to manage said West Two Rivers Campground for the period of Wednesday, May 12th, 2010 to Tuesday, September 7th, 2010.
2. The City of Mountain Iron agrees to pay William P. Haapala the sum of \$600.00 per week for operation of said facility for said 18-week period. Said compensation shall be paid bi-weekly. The manager agrees to staff the campground and/or office daily between the hours of 11:00 a.m. to 7:00 p.m., seven days per week and respond to requests for information or service from campground users at other times of the day. If necessary, the manager must inform the Director of Public Works or designee of any changes. If the manager is to be absent at any time, he must post this information on the Caretaker's Board outside of the building stating his departure and arrival.
3. William P. Haapala agrees to act as manager of the campground facility and to collect the fees for the campground and to transmit the same to the City of Mountain Iron on a as-needed basis, during office hours. The manager is to reside at the campground and must provide his own furnishings for the provided manager's quarters. The City of Mountain Iron will provide electrical service to this site.
4. William P. Haapala consents and agrees that the contractual duties of supervising the West Two Rivers Campground facility include, but are not limited to, those indicated on Exhibit "A" attached hereto and made a part of hereof.
5. William P. Haapala consents and agrees that services and duties of supervising the West Two Rivers Campground facility indicated on Exhibit "A" attached and other duties are required to be performed by him individually. William P. Haapala is prohibited from subcontracting and/or hiring out any of his responsibilities to any other individual or organization, without the express written consent of the City of Mountain Iron.
6. The City of Mountain Iron can terminate this contract at any time.

DATED this _____ day of _____, 2010

William P. Haapala - Signature & Date

Don Kleinschmidt, Director of Public Works

2010
EXHIBIT "A"
WEST TWO RIVERS CAMPGROUD MAINTENANCE GUIDE

DAILY:

1. Clean bathrooms and fixtures, sweep and mop the control building.
2. Clean up camping areas and all other grounds.
3. Wipe off picnic tabletops at campsites and pavilions.
4. Pick-up litter on bench area, boat landings and fishing dock.
5. Collect fees as needed and turn in fees and receipts daily at the Mountain Iron City Hall.
6. Managers' residence and grounds must be kept clean and in order at all times.
7. Check bathrooms and shower stalls.
8. Perform daily inspections of all campsites each evening to ensure that payments have been made on all occupied sites and make appropriate arrangements for collection of unpaid fees.
9. Take reservations for campsites, and maintain camping and building rental records as required by the Owner.
10. Enforce campground rules and regulations, contact law enforcement when necessary.
11. Provide all campers with a copy of the campground rules and explain rules as necessary.
12. Maintain public information material as provided by the City at the campground office, answer questions and inquiries concerning the information and available services in and around Mountain Iron.
13. Inspect campground for safety-maintenance conditions and necessary repairs, and inform City personnel promptly if any repairs or other corrections are needed.
14. Clean, sweep and mop office, kitchen, dining room, pavilion, water fountain and concession buildings as needed, cleaning supplies to be furnished by Owner.

WEEKLY:

1. Cut the grass and do trimming of the campground.
2. Clean area around woodshed – rake all sticks, etc.
3. Wash windows and screens on all buildings as needed.
4. Pick up litter along County Road 761 (Campground Road) twice a week.
5. Clean/wash shower curtains.
6. Scrub out shower stalls. This includes walls and floors of shower stalls and bathrooms.

AS NEEDED:

1. Clear branches from campground area.
2. Clean and inventory storage area in control building.
3. Empty garbage cans.
4. Clean cabin after being used.
5. Perform duties as assigned by the Public Works Director as to the operation of the campground.
6. Notify portable toilet contractor of problems or additional servicing when required.

COUNCIL LETTER 021710-IVF2

PARKS & RECREATION BOARD

**LOCOMOTIVE PARK
IMPROVEMENTS**

DATE: February 10, 2010

FROM: Parks and Recreation Board

Don Kleinschmidt
Director of Public Works

The Parks and Recreation Board is recommending the City Council approval to accept the conceptual plan and authorization to proceed with the preparation of plans and specifications for the Locomotive Park Improvements on the East half, including a canopy over the locomotive by the Frizzell Winter Associates.

COUNCIL LETTER 021710-IVF3
PARKS & RECREATION BOARD
WEST VIRGINIA PARK
& WOLF BALL FIELD

DATE: February 10, 2010
FROM: Parks and Recreation Board
Don Kleinschmidt
Director of Public Works

The Parks and Recreation Board is recommending the City Council approval of the plans and specifications for the West Virginia Park Improvements and the Wolf ball field upgrades.

2010 Conference and Room Online Registr



MNAAI Conference Registration Section

Name

Title

Agency

Address

City

State

Zip Code

Phone

Fax

E-mail

Early Registration:

- Member \$225.00
- Non-member \$250.00
- One Day \$150.00

After March 1, 2010:

- Member \$235.00
- Non-member \$260.00
- One Day \$150.00

Additional Banquet Guest @ \$25.00 each

I plan to attend the banquet

Conference 225.00
Room 255.00
Mileage 236.50
Meals 78.00
Training 200.00

Total 994.50
Per Person

2010 MNIAAI CONFERENCE REGISTRATION FORM

(PLEASE PRINT OR TYPE)

NAME _____

TITLE _____

AGENCY _____

MAILING ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

FAX _____

EMAIL _____

SOCIAL SECURITY NUMBER _____

DATE OF BIRTH _____

Early Registration:

Members \$225.00 _____

Non-members \$250.00 _____

After March 1, 2010:

Members \$235.00 _____

Non-members \$260.00 _____

One Day Fee \$150.00 _____

Additional Banquet guest \$25 _____

Total: _____

- I plan to attend banquet
- I will need child care during banquet (free)

CHECKS PAYABLE TO: MN CHAPTER IAAI

Mail registration form to:

MN Chapter IAAI
Jeffrey G. Schadegg, Secretary
8375 Cooper Way
Inver Grove Heights, MN 55076-3346

I will need child care for the banquet (free)

Holiday Inn Room Reservation Section

I do not need a room

I need a room. Type of room requested:

Single Bedded Room \$71.95 + Tax

Double Bedded Room \$71.95 + Tax

Poolside Double Bedded Room \$76.95 + Tax

Poolview Double Bedded Room \$76.95 + Tax

Smoking Nonsmoking

Arriving on (date) staying (number of night) nights

Credit Card Information Section

Name on Card :

Credit Card Type:

Credit Card number:

Expiration date:

I authorize the Holiday Inn to charge costs to my credit card.

[[Home](#)] [[Up](#)] [[2010 Conference and Room Online Registration](#)]
[[2010 Conference Program](#)]

Send mail to our [Webmaster](#) with questions or comments about this web site.
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Last modified: December 01, 2009



COUNCIL LETTER 021710-IVH1

BUILDINGS & GROUNDS COMMITTEE

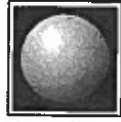
**CAPITAL IMPROVEMENT PROJECT
CITY GARAGE IMPROVEMENTS**

DATE: February 10, 2010

FROM: Buildings & Grounds Committee

Don Kleinschmidt
Director of Public Works

The Buildings and Grounds Committee is recommending that the City Council approval of hiring ARI to prepare plans and specifications as outlined in the attached memo for the City garage improvements and authorize Staff to finalize the financing for the project.



**A R C H I T E C T U R A L
R E S O U R C E S • I N C .**

ARCHITECTURE • ENGINEERING • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN

• M E M O •

DATE: February 10, 2010

TO: Don Kleinschmidt (dkleinschmidt@ci.mountain-iron.mn.us)

FROM: Mark Wirtanen (mark.wirtanen@arimn.com)

SUBJECT: **CITY OF MOUNTAIN IRON
CAPITAL IMPROVEMENT PROJECTS - ADJUSTED SCOPE**
●CITY GARAGE REROOF
●CITY GARAGE ADDITION
●PUBLIC LIBRARY INTERIOR UPGRADE
ARI Project # 08-094

The following is an outline of adjusted project budgets for the three proposed projects:

MEMO

City of Mountain Iron Capital Improvement Projects - Adjusted Scope

ARI Project # 08-094

February 10, 2010

Page 2 of 4

CITY GARAGE REROOF:

Scope of Work -

1. Remove unit heater stacks as roof penetrations. Replace unit heaters with sidewall venting units (4 of 7 locations at west Garage Bays).
2. Repair/patch existing metal roofing at (4) removed unit heater stack locations.
3. Remove interior liner panel, replace wet insulation and add additional structural supports for unit heaters from the inside of the building.
4. Inspect existing roof, replace/tighten loose fasteners and apply new coating to rusted/bare metal
5. Extend eaves on the north side of the building where the proposed addition does not occur (55 lf).
Replace fascia.

Proposed Budget -

1. Roof Patching at Repairs.....	\$ 4,000.00
2. Structural Additions and Insulation Replacement at Unit Heaters (4 locations).....	24,000.00
3. Extend Eaves/Re-work Fascia.....	<u>5,000.00</u>
4. Subtotal - Items 1 thru 3.....	\$33,000.00
5. Replace unit heaters	
•4 locations at west Garage Bays.....	\$16,500.00
•1 location at Wash Bay.....	4,750.00
•Co-Ray Vac HE \$9,400.00)	
•1 location at Repair Bay.....	<u>4,750.00</u>
•Co-Ray Vac Vantage II \$9,400.00)	
6. Subtotal - Item 5.....	\$26,000.00
7. Contractor General Conditions.....	<u>9,000.00</u>
8. Subtotal - Items 4, 6 and 7.....	\$68,000.00
9. Architectural/Engineering Fees.....	<u>6,000.00</u>
10. Subtotal - Items 8 and 9.....	\$74,000.00
11. Project Contingency.....	<u>4,000.00</u>
12. Proposed Budget - City Garage Reroof.....	\$78,000.00

MEMO

City of Mountain Iron Capital Improvement Projects - Adjusted Scope

ARI Project # 08-094

February 10, 2010

Page 3 of 4

CITY GARAGE ADDITION:

Scope of Work -

1. 40' x 115' (4,600 sf) addition to the north side of the existing building [includes standard lighting and heating and two (2) 16' x 14' OH doors].
2. Repair steel jambs and sill at existing overhead doors.
3. Consider alternate for mezzanine level to the north of the existing fire hall for additional space for first responders.

Proposed Budget -

1.	4,600 sf Addition @ \$95.00/sf.....	\$437,000.00
	●Concrete Foundations and Slab-On-Grade	
	●Metal Building Structure	
	●Metal Wall Enclosures	
	●EPDM Membrane Roof	
	●Mechanical Construction	
	•Unit Heaters	
	•No Floor Drains	
	●Electrical Construction	
	•Lighting	
	•Minimal Receptacles	
	●Contractor's General Conditions	
2.	Subtotal.....	\$437,000.00
3.	Project Contingency.....	0.00
4.	Architectural/Engineering Fees.....	<u>52,000.00</u>
5.	Proposed Budget - City Garage Addition.....	\$489,000.00

MEMO

City of Mountain Iron Capital Improvement Projects - Adjusted Scope

ARI Project # 08-094

February 10, 2010

Page 4 of 4

SITWORK:

Scope of Work -

1. Provide minimum work at existing north embankment.
2. Maintain drainage ditch between embankment and new building addition.
3. Construct new drive at east end of Fire Hall to access rear exterior storage lot.

Proposed Budget -

1. Sitework to be accomplished by the City of Mountain Iron crews.

RECAP:

1. Reroof/Unit Heaters.....	\$ 78,000.00
2. Garage Addition.....	<u>489,000.00</u>
3. Proposed Total Budget.	\$567,000.00

COUNCIL LETTER 021710-IVH1
BUILDINGS & GROUNDS COMMITTEE
LIBRARY BASEMENT

DATE: February 10, 2010
FROM: Buildings & Grounds Committee
Library Board
Don Kleinschmidt
Director of Public Works

The Buildings and Grounds Committee and the Library Board are recommending that the City Council authorize the seeking of quotes for the patching and painting of the Library basement. Once received the quotes will be forwarded to the City Council for final approval.

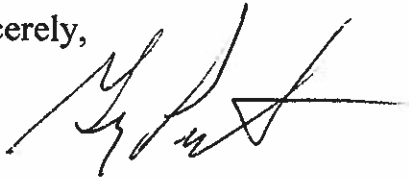
BG'S Bar & Grill
P.O. Box 74
Virginia, MN 55792

Mayor and City Council Members,

On behalf of the Leah Prout wedding, BG'S Bar & Grill respectfully request your permission to set up a bar at the Mt. Iron community center for the purpose of serving refreshments. Saturday Feb. 20th.

Any alcoholic beverages served will require identification of legal age.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Peterson', with a long horizontal stroke extending to the right.

Greg Peterson

BG'S Bar & Grill
P.O. Box 74
Virginia, MN 55792

Mayor and City Council Members,

On behalf of the YMCA, BG'S Bar & Grill respectfully request your permission to set up a bar at the Mt. Iron community center for the purpose of serving refreshments. Friday April 23rd.

Any alcoholic beverages served will require identification of legal age.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Peterson", with a stylized flourish at the end.

Greg Peterson

February 6, 2010

Dear City of Mt. Iron Council Members;

This letter is to request a waiver of the \$100.00 fee to rent the Community Center on May 28, 2010.

We the parents of the MIB graduating class of 2010 will be hosting the 23rd annual All Night Chemical Free Graduation Party. It is therefore asked of you to please consider waiving the rental fee of \$100.00. By waiving this fee, you will be a participant in a rewarding project for our youth.

Thank you for helping us make this a safe and memorable night for our graduates, your generosity is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Jenny Blake". The signature is written in black ink and is positioned above the printed name.

Jenny Blake



February 1, 2010

Mayor Gary Skalko
Members of the Mt. Iron City Council
8586 Enterprise Dr. South
Mt. Iron MN 55768

Dear Mayor and Council Members:

On behalf of the Marquette Catholic School parents association, we are writing to you regarding our upcoming fundraiser for Marquette School. On April 30, 2010, we will be hosting an annual dinner dance that serves as one of the major fundraisers for Marquette School. This event has traditionally been held at the Virginia Elks Club but the parent association was very interested in switching to Mt. Iron Community Center. The group can get catering at a much better price at the center and the parents like the look of the community center for the event.

We would like to ask if the council could waive or discount the cost of the community center for this event. We did not pay for use of the Elks Club since they make a profit from the alcohol sales. We are hoping that to make the switch to Mt. Iron that we could avoid an increase in our event costs.

The proceeds from this event help in covering cost for school programs not covered by tuition. Marquette has been an institution in this community for 91 years and many Mt. Iron residents are graduates of Marquette School. We hope that you will consider this request.

If you have any questions, feel free to contact me at 218-780-5800.

Sincerely,

A handwritten signature in black ink, appearing to read "K Murray".

Kathleen Murray
Dinner Dance Chair

COUNCIL LETTER 021710-VIII
NEGOTIATIONS COMMITTEE
CLOSED MEETING

DATE: February 10, 2010

FROM: Negotiations Committee

Craig J. Wainio
City Administrator

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

To: Breitung/Tower Police
Eveleth/Leonadis Police
Mt. Iron Police
Virginia Police

Buhl/Kinney Police Chief
Fayal Township
St. Louis County

Fr: Nancy Dimberio, Shelter Manager
Mesabi Humane Society

Da: 09 February 2010

Please note that Jesse Jensen has resigned his position as Animal Control Officer with the Mesabi Humane Society. The position has been re-assigned to two veteran employees of the Society.

Liz Ward and Julie Highum will job share the duties of Animal Control Officer. Both will work Monday through Friday from 8:30 a.m. – 5:00 p.m. They can be reached at the animal shelter at 741-7425 or by cell phone at 410-3899.

John Ellegard continues to serve as our emergency 'on call' officer. He will handle emergency calls from Police Departments after 5:00 p.m. and on weekends. John can be reached at 780-5382.

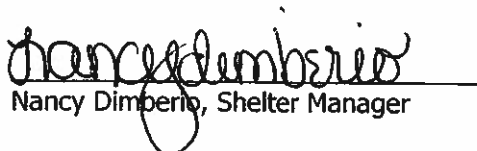
Please share this information with your respective officers.

Attached please find a copy of our newly designed Animal Control report. Information within the report is compiled on a monthly basis in order to track the number of animals being brought to the shelter from various sources within the contracted areas we serve. This report will be provided to you on a quarterly basis beginning in April, 2010.

Finally, please note that from time to time our shelter reaches full capacity. When this happens, we do everything possible to reduce numbers by conducting sales or placing animals in foster care homes. We also develop a waiting list and call citizens to bring in animals when space becomes available. Unfortunately, people sometimes become angry with us when we place a temporary halt to intakes and oftentimes resort to calling their local police department for further assistance.

The capacity issue is addressed in the Basic Services section of your city contract. Please review the language and, when necessary, let residents within your community know that their animal needs will be addressed when space becomes available at the MHS shelter. Your help would be greatly appreciated.

Please feel free to contact me at the shelter if you have further questions regarding the contents of this letter.


Nancy Dimberio, Shelter Manager

ANIMAL CONTROL OFFICER REPORT: _____

SHELTER ACTIVITY	CATEGORY		ANIMAL TYPE		NUMBER ADOPTED		MONTHLY TOTAL		YEAR TO DATE TOTAL					
	ADOPTIONS		DOGS	CATS										
ACO ACTIVITY			BREITUNG	BUHL	EVELETH	FAYAL	KINNEY	LEONIDAS	MT. IRON	SLC	VIRGINIA	OTHER AREAS	MONTHLY TOTAL	YTD
CONTACTS		CALL-INS												
		EMERGENCIES												
IN-TAKES		DOGS												
		CATS												
LIVE TRAPS		DOGS												
		CATS												
CASES RESOLVED		DOGS												
		CATS												
CASES UNRESOLVED		DOGS												
		CATS												
OWNER CLAIMS		DOGS												
		CATS												
OWNER RELINQUISH		DOGS												
		CATS												
QUARANTINE (NOT FOR ADOPTION)		DOGS												
		CATS												
FOSTER CARE		DOGS												
		CATS												
EUTHANIZED		DOGS												
		AGE												
		CATS												
BEHAVIOR		DOGS												
		CATS												
		DOGS												
		CATS												
DIED AT SHELTER		DOGS												
		CATS												
SPAY/NEUTER		DOGS												
		CATS												
TRIPS PER MONTH														
BEGINNING ODOMETER READING : END OF MONTH ODOMETER RDING : TOTAL MONTHLY TRUCK MILEAGE :														