



**MOUNTAIN IRON  
CITY COUNCIL  
MEETING**

**MONDAY, MARCH 20, 2016**

**6:30 P.M.**

**MOUNTAIN IRON COMMUNITY CENTER**

**MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, MARCH 20, 2017 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
  - II. Consent Agenda
    - A. Minutes of the March 6, 2017, Regular Meeting (#1-9)
    - B. Receipts
    - C. Bills and Payroll
    - D. Communications
  - III. Public Forum
  - IV. Committee and Staff Reports
    - A. Mayor's Report
      - 1. Public Health and Safety Board Appointment (#10)
    - B. City Administrator's
    - C. Director of Public Works Report
    - D. Library Director/Special Events Coordinator's Report
    - E. Sheriff's Department Report
    - F. City Engineer's Report
    - G. City Attorney's Report
    - H. Liaison Reports
  - V. Unfinished Business
  - VI. New Business
    - A. Ordinance Number 01-17 Gas Franchise (#11-16)
    - B. Ordinance Number 02-17 Amending Zoning Map (#17-20)
    - C. Temporary Liquor License (#21)
  - VII. Communications (#22-24)
  - VIII. Announcements
  - IX. Adjourn
- # Page Number in Packet

**MINUTES**  
**MOUNTAIN IRON CITY COUNCIL**  
**March 06, 2017**

Mayor Skalko called the City Council meeting to order at 6:32p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Susan Tuomela, Steve Skogman, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; Rod Flannigan, City Engineer and John Backman, Sergeant.

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

1. Approve the minutes of the February 21, 2017, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period February 16-28, 2017, totaling \$177,057.04 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period February 16-28, 2017, totaling \$233,927.56 (a list is attached and made a part of these minutes).

The motion carried on roll call vote.

**Public Forum:**

- The Iron Range Tourism Bureau (IRTB) Chairman, Tony Jeffers, spoke regarding their services, it is a Destination marketing organization (DMO), who's overall purpose is to promote and market the entire Iron Range on a local, statewide, national and international basis.
- Former Board Chair and current Chairman of the IRRRB "Recharge the Range," Tourism Committee, as well as General Manager of AmericInn Lodge and Suites in Mountain Iron and Super 8 Hotel in Eveleth, Jim Makowsky, spoke regarding best practices, budget and plan for marketing the Iron Range, with such advertisement as traditional billboards, printed visitor guides, fully responsive website and media/digital applications.
- The Iron Range Tourism Bureau (IRTB) Executive Director, Beth Pierce, spoke in regards to services, marketing, partnerships, sponsorship of "Housekeeping Olympics," "Iron Range Tourism Bureau Spirit of Hospitality Award."
- The discussion ensued in regards to trails, roads and connections regarding to All Terrain Vehicles (ATV) usage and trails, in addition to tourism.

The Mayor reported on the following:

- Good luck to both Girls and Boys basketball during Playoffs/tournament
- Sexual Assault Awareness month is intended to bring awareness to the fact that sexual violence is widespread and is a public health concern for individuals, families, community members and communities as a whole.
  - Child sexual abuse/exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet.
  - Within the past year, our local Sexual Assault Program has worked with 491 primary and secondary crime victims of sexual violence who reside in our communities. The Program

has provided more than 9,000 trauma and victim-focused advocacy services with these crime victims.

- The Sexual Assault Program of Northern St. Louis County encourages every person to speak out when witnessing acts of violence, however small; and to help survivors connect with community allies.

It was moved by Skalko and seconded by Prebeg to proclaim April 2017 Sexual Assault Awareness Month. The motion carried.

The City Administrator reported on the following:

- In order to integrate the Automated Meter Infrastructure (Advanced Meter Reader) directly into our billing software, we are required to update our financial software to the Clarity 4.x program. With the software upgrade, the meter reading information will directly load into the billing software eliminating the need to manually enter some information.
- Meter installation does not cost the resident anything as it comes from the City Budget
- Housing lots available in Unity II Addition, South Forest Grove and Woodland Estates
- Economic Development Authority & Woodland Estates planning an Open house in the beginning of April
- 4<sup>th</sup>-6<sup>th</sup> Grade Boys Basketball, Northeast Conference Championships and Tournament Conference Championships for last three years

It was moved by Skogman and seconded by Stanaway to accept the Civic Systems Proposal for software upgrade to Caselle Clarity 4.x, as to work with the Automated Meter Infrastructure billing system, in the amount of \$35,950. The motion carried on roll call vote.

Director of Public Works:

- No report

Library Director/Special Events Coordinator:

- Library Hours: Mon-Thurs 10am-5pm and Fri-Sat 10am-2pm
- Nice viewing/tv center at the Library to come watch Basketball

Sheriff's Department:

- No formal or informal report

City Engineer:

- No formal report

It was moved by Prebeg and seconded by Tuomela to accept the recommendation of the Personnel Committee and offer the position of Lead Water/Wastewater Operator to Mr. Tyrel Hebl. The motion carried.

It was moved by Prebeg and seconded by Stanaway to accept the recommendation of the Personnel Committee and authorize internal posting for the position of Water/Wastewater Operator, until Friday,

March 17<sup>th</sup> at 4pm. If no applicants apply, then to post externally, with applications accepted until Friday, March 31<sup>st</sup>, at 4pm. The motion carried.

It was moved by Prebeg and seconded by Stanaway accept the recommendation of the Personnel Committee to extend an offer of the position to Scott Novak for the Maintenance position pending a physical, drug testing and a background check. The motion carried.

It was moved by Skogman and seconded by Tuomela to approve Resolution #06-17; Bank Authorization, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Stanaway and seconded by Prebeg to approve Resolution #07-17; Support for State Funding for Voting Equipment replacement, to assist counties, communities and school districts with financial support for the systematic replacement of the aging election equipment (a copy is attached and made a part of these minutes). The motion carried.


It was moved by Skogman and seconded by Stanaway to approve Resolution #08-17; Authorizing new Regional Safety Group, authorizing the City of Mountain Iron to become a member of a Regional Safety Group (RSG), (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by to Tuomela authorize Valentini's Supper Club to serve alcohol and food at an event scheduled for March 18, 2017 at the Mountain Iron Community Center. The motion carried.

It was moved by Skogman and seconded by Prebeg to donate \$1,000 to the Summer Work Outreach Program (SWOP) to their Annual event, monies to come from Charitable Gambling Fund. The motion carried on roll call vote.

At 7:15p.m., it was moved by Skalko and seconded by Skogman that the meeting be adjourned. The motion carried.

Submitted by.



Amanda Inmon  
Municipal Services Secretary  
[www.mtniron.com](http://www.mtniron.com)

## COMMUNICATIONS

1. Organizational meeting for Historical Society, Wednesday, March 15<sup>th</sup> at 6:30pm, at the Mountain Iron Community Center in the Mountain Iron room (City Council Chambers).

## Summary By Category And Distribution

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	2,000.00
BUILDING RENTALS	COMMUNITY CENTER	850.00
UTILITY	UTILITY	152,341.59
MISCELLANEOUS	REIMBURSEMENTS	5,991.82
METER DEPOSITS	ELECTRIC	650.00
METER DEPOSITS	WATER	40.00
BUILDING RENTALS	SENIOR CENTER	25.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	1,287.00
SPECIAL ASSESSMENTS	INTEREST-SP.ASSESS.-BONDS ISSU	492.28
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	-
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
CD INTEREST	CD INTEREST 101	70.58
CD INTEREST	CD INTEREST 378	715.84
CD INTEREST	CD INTEREST 602	90.74
CD INTEREST	CD INTEREST 603	90.74
CD INTEREST	CD INTEREST 604	40.32
FINES	PARKING VIOLATIONS	30.00
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	10,000.00
COPIES	COPIES	45.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	933.75
MISCELLANEOUS	DELTA DENTAL PAYABLE	106.85
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	16.48
MISCELLANEOUS	REFUSE-SALE OF SCRAP METAL	1,194.05
BUILDING RENTALS	NICHOLS HALL	25.00
Summary Totals:		<u>177,057.04</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/17	03/07/2017	149740	10012	ABE ENVIRONMENTAL SYSTEMS, INC	301-20200	764.50
03/17	03/07/2017	149741	10075	AMERIPRIDE SERVICES	101-20200	51.27
03/17	03/07/2017	149742	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	10.06
03/17	03/07/2017	149743	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	895.85
03/17	03/07/2017	149744	20022	BENCHMARK ENGINEERING INC	101-20200	5,307.50
03/17	03/07/2017	149745	20010	BISS LOCK INC	101-20200	9.00
03/17	03/07/2017	149746	30055	BTAC ACQUISITION CORP.	101-20200	47.55
03/17	03/07/2017	149747	30017	CARQUEST (MOUNTAIN IRON)	101-20200	523.30
03/17	03/07/2017	149748	170001	CENTURY LINK	101-20200	119.46
03/17	03/07/2017	149749	30072	COMPUTER WORLD	101-20200	3,908.70
03/17	03/07/2017	149750	60026	FASTENAL COMPANY	101-20200	225.36
03/17	03/07/2017	149751	60002	FENA ADVERTISING INC	604-20200	125.00
03/17	03/07/2017	149752	60029	FERGUSON ENTERPRISES INC	101-20200	207.20
03/17	03/07/2017	149753	370	GAIL JOHNSTON	101-20200	200.00
03/17	03/07/2017	149754	70016	GOPHER STATE ONE CALL INC	604-20200	8.10
03/17	03/07/2017	149755	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
03/17	03/07/2017	149756	80021	H R DIRECT/G.NEIL	101-20200	79.50
03/17	03/07/2017	149757	80022	HAWKINS INC	601-20200	323.56
03/17	03/07/2017	149758	140013	HD SUPPLY WATERWORKS, LTD.	604-20200	2,243.76
03/17	03/07/2017	149759	80001	HILLYARD/HUTCHINSON	101-20200	183.83
03/17	03/07/2017	149760	80037	HOMETOWN MEDIA PARTNERS	603-20200	21.00
03/17	03/07/2017	149761	90026	INDUSTRIAL LUBRICANT COMPANY	101-20200	100.00
03/17	03/07/2017	149762	110006	KEN WASCHKE AUTO PLAZA	101-20200	51.07
03/17	03/07/2017	149763	120014	LUNDGREN MOTORS	101-20200	88.38
03/17	03/07/2017	149764	130030	MACQUEEN EQUIPMENT	603-20200	458.08
03/17	03/07/2017	149765	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
03/17	03/07/2017	149766	140026	MINNESOTA ENERGY RESOURCES	601-20200	14.53
03/17	03/07/2017	149767	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,591.31
03/17	03/07/2017	149768	140048	NORTH COUNTRY HEATING	101-20200	400.00
03/17	03/07/2017	149769	140042	NORTHERN DOOR & HARDWARE INC	101-20200	1,743.30
03/17	03/07/2017	149770	140055	NORTHERN VISUAL SERVICES LLP	603-20200	40.00
03/17	03/07/2017	149771		Information Only Check	101-20200	.00 V
03/17	03/07/2017	149772	40032	OFFICE OF MN.IT SERVICES	101-20200	1,187.18
03/17	03/07/2017	149773	150022	OTIS-MAGIE INS. AGENCY INC	101-20200	816.00
03/17	03/07/2017	149774	180066	PACE ANALYTICAL SERVICES	602-20200	393.00
03/17	03/07/2017	149775	170007	QUILL CORPORATION	101-20200	114.94
03/17	03/07/2017	149776	180005	ROAD MACHINERY AND SUPPLY	101-20200	220.26
03/17	03/07/2017	149777	190079	SCHINDLER ELEVATOR CORPORATIOI	101-20200	829.45
03/17	03/07/2017	149778	190004	SKUBIC BROS INC	603-20200	43.80
03/17	03/07/2017	149779	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
03/17	03/07/2017	149780	190013	ST LOUIS COUNTY	604-20200	700.78
03/17	03/07/2017	149781	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	46.00
03/17	03/07/2017	149782	4044	SUMMER WORK OUTREACH PROGRAI	230-20200	1,000.00
03/17	03/07/2017	149783	200056	TRENCHERS PLUS	101-20200	402.80
03/17	03/07/2017	149784	210001	UNITED ELECTRIC COMPANY	604-20200	85.80
03/17	03/07/2017	149785	220025	VERIZON WIRELESS	101-20200	17.64
03/17	03/07/2017	149786	349	WILLIAM MOURIN	604-20200	92.14
03/17	03/07/2017	149787	230043	WISCONSIN CENTRAL	602-20200	250.00
03/17	03/07/2017	149788	240001	XEROX CORPORATION	601-20200	652.26
03/17	03/07/2017	149789	260002	Z/TECH	101-20200	4,900.00
03/17	03/07/2017	149790	260005	ZEP MANUFACTURING COMPANY	101-20200	519.08

Totals:

	76,100.90
PPE-ENDING 2/24	<u>157,826.66</u>
TOTAL EXPENDITURES	<u>\$233,927.56</u>



# CITY OF MOUNTAIN IRON

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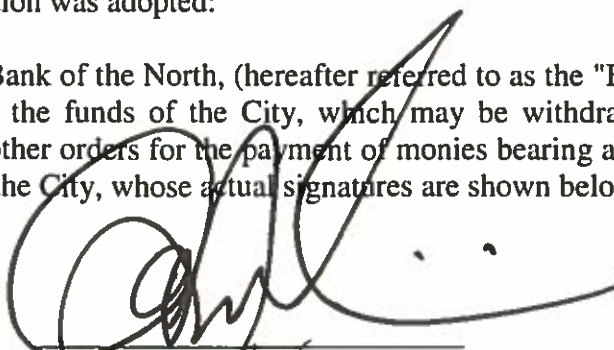
## RESOLUTION NUMBER 06-17

### BANK AUTHORIZATION


**THIS IS TO CERTIFY:** That at a meeting of the City Council of the City of Mountain Iron, (hereafter referred to as the "City"), operating under the laws of the State of Minnesota, duly held on January 20, 2015, the following resolution was adopted:

**BE IT RESOLVED,** that the American Bank of the North, (hereafter referred to as the "Bank"), is hereby designated as a depository for the funds of the City, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing any two of the following officers or employees of the City, whose actual signatures are shown below:

  
\_\_\_\_\_  
Gary Skalko – Mayor

  
\_\_\_\_\_  
Craig J. Wainio – City Administrator

\_\_\_\_\_  
Susan Tuomela – Deputy Mayor

  
\_\_\_\_\_  
Tim Satrang – Dir. of Public Works

and said Bank shall be and authorized to honor and pay whether or not payable to bearer or to the individual order of any agent or agents signing the same.

**BE IT FURTHER RESOLVED,** that the Bank is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Bank bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Bank shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item,

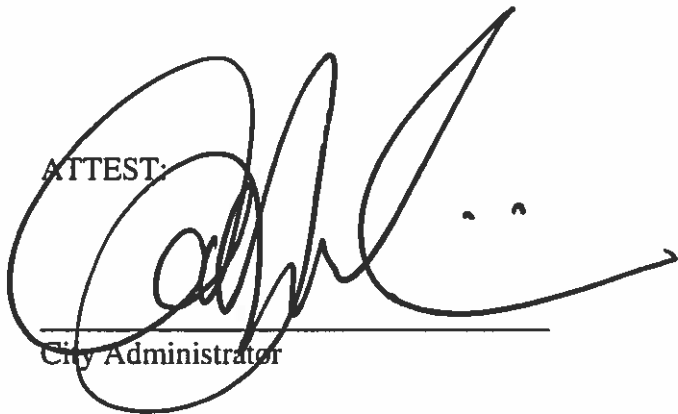
**BE IT FURTHER RESOLVED,** that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this City for deposit with the Bank, or for collection or discount by the Bank; and to accept drafts and other items payable at the Bank.

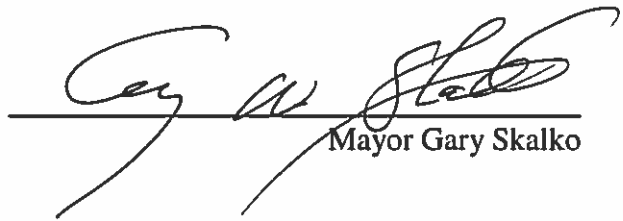


**BE IT FURTHER RESOLVED**, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution,

**BE IT FURTHER RESOLVED**, that the City hereby conferred upon the above named agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Bank at each location where an account is maintained. Bank shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

**DULY ADOPTED BY THE CITY COUNCIL THIS 6<sup>th</sup> DAY OF FEBRUARY, 2017.**

ATTEST:   
\_\_\_\_\_  
City Administrator

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



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 07-17

### SUPPORT FOR STATE FUNDING FOR VOTING EQUIPMENT REPLACEMENT

**WHEREAS**, Congress passed the Help America Vote Act (HAVA) in 2002 and provided one-time federal funds to purchase election equipment to all 50 states, and;

**WHEREAS**, That election equipment, which has a lifespan of 10 to 15 years, is aging and needs to be replaced and the federal government has indicated that it does not intend to provide any additional funds, and;

**WHEREAS**, a study in Minnesota has determined that it will cost \$28 million to replace the election equipment counties originally purchased with HAVA funds and the equipment is at or exceeding its' expected useable age, and;

**WHEREAS**, unlike some responsibilities undertaken by counties and municipalities, administering a statewide election in over 4,000 precincts is not option, it is a statutory requirement and an important part of our democracy, and;

**WHEREAS**, given that local governments were caught off guard when the federal funding was not renewed, they need assistance from the state to ensure that voting equipment works properly and consistently in precincts all around the state, and is up to the standards Minnesotans expect, and

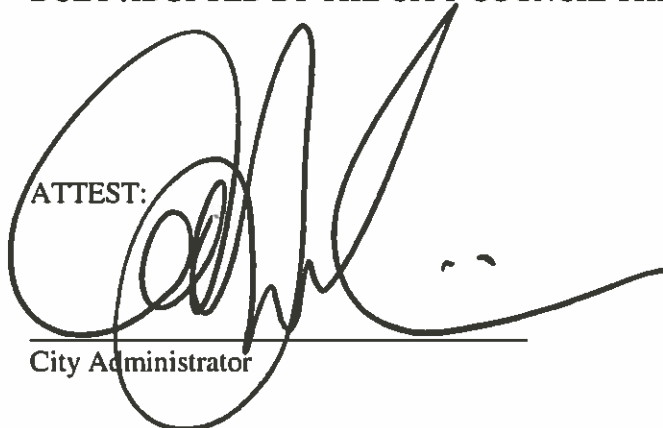
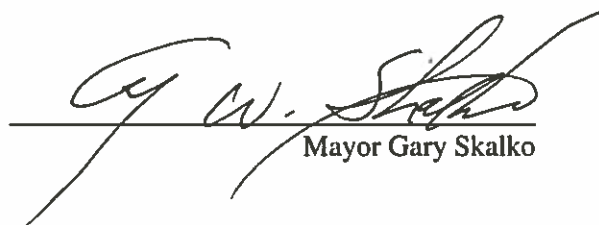
**WHEREAS**, projected cost for replacement equipment is estimated at \$10,000.00 per precinct.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that the City supports Governor Dayton's proposal for \$14 million dollars of state funding to assist counties, communities and school districts with financial support for the systematic replacement of the aging election equipment.

**BE IT FURTHER RESOLVED**, that the City supports the efforts of Secretary of State, Steve Simon in his pursuit of funding via legislative action during the 2017 legislative session in recognition of the hardship the purchase of replacement voting equipment will place on many rural communities across the State of Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 6<sup>th</sup> DAY OF MARCH, 2017.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko



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## RESOLUTION NUMBER 08-17

### AUTHORIZING NEW REGIONAL SAFETY GROUP

**WHEREAS**, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them; and

**WHEREAS**, the League of Minnesota Cities Insurance Trust has created the Regional Safety Group Initiative to offer training to cities who form regional safety groups; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to create a Regional Safety Group ("RSG") formed by agreements of other cities (the "Establishing Agreement"); and

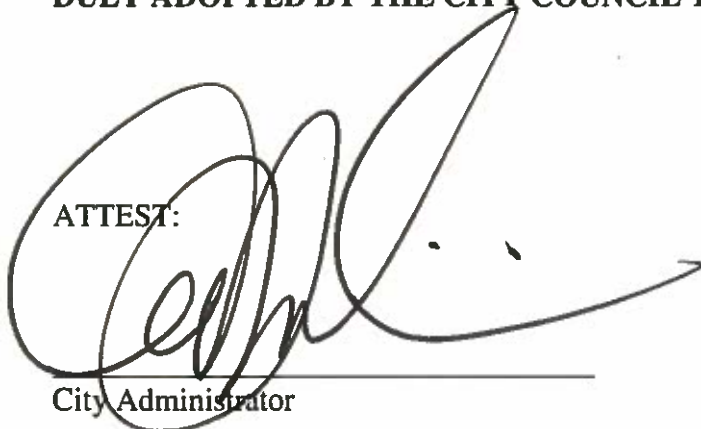
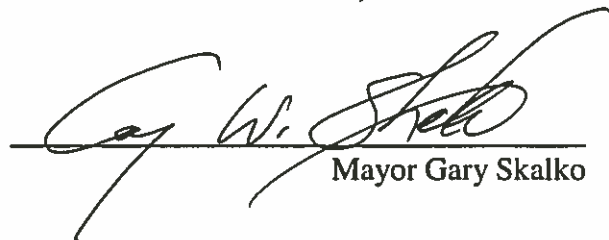
**WHEREAS**, the Establishing Agreement allows the City to begin a new RSG upon adoption of a resolution agreeing to all terms of the Establishing Agreement,

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

1. Authorizes the Mayor and City Administrator to sign this resolution evidencing the city/entity's intent to become a member of the RSG; and
2. The City agrees to be bound by all the terms of the Establishing Agreement.

**DULY ADOPTED BY THE CITY COUNCIL THIS 6<sup>th</sup> DAY OF MARCH, 2017.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko

**COUNCIL LETTER 020617-IVA1**

**MAYOR SKALKO**

**APPOINTMENT**

**DATE:** March 15, 2017

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

---

I recommend the appointment of Margaret Soyring to the Public Health and Safety Board.

**COUNCIL LETTER 030617-VIA**

**UAB**

**ORDINANCE 01-17**

**DATE:** March 15, 2017

**FROM:** Utility Advisory Board

Craig J. Wainio  
City Administrator

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Mountain Iron's gas franchise with Minnesota Energy Resources is set to expire on April 12, 2017. Minnesota Energy Resources is proposing a new franchise agreement with the City to cover the next 25 years. The Utility Advisory Board has reviewed the proposed franchise agreement and recommends that the City grant the franchise. Therefore it is recommended that the City Council approve Ordinance Number 01-17 granting a franchise to Minnesota Energy Resources.



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## ORDINANCE NUMBER 01-17

### **GRANTING MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF MOUNTAIN IRON, MINNESOTA**

**THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:**

#### **SECTION 1. FRANCHISE GRANTED**

The City of Mountain Iron, Minnesota, (hereinafter referred to as "Grantor") hereby grants a nonexclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

#### **SECTION 2. TERM**

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

### **SECTION 3. GOVERNING RULES AND REGULATIONS**

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Granter.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

### **SECTION 4. CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Granter as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work

is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

#### **SECTION 5. EXTENSION OF COMPANY FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

#### **SECTION 6. RELOCATION OF COMPANY FACILITIES**

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

#### **SECTION 9. CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.



**SECTION 10. FORCE MAJEURE**

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

**SECTION 11. HOLD HARMLESS**

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

**SECTION 12. SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**SECTION 13. NON WAIVER**

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

**SECTION 14. REPEAL CONFLICTING ORDINANCES**

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance Number 34A of the City of Mountain Iron Minnesota, is hereby repealed as of the effective date hereof.

**SECTION 15. EFFECT AND INTERPRETATION OF ORDINANCE**

The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

**SECTION 16. EFFECTIVE DATE AND ACCEPTANCE**

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Mountain Iron, Minnesota. The City Administrator shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

**DULY ADOPTED BY THE CITY COUNCIL THIS 20<sup>th</sup> DAY OF MARCH, 2017.**

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

ATTEST:

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

**COUNCIL LETTER 030617-VIB**

**PLANNING AND ZONING**

**ORDINANCE 02-17**

**DATE:** March 15, 2017

**FROM:** Planning and Zoning Commission

Craig J. Wainio  
City Administrator

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The Planning and Zoning Commission has reviewed several areas of the Official Zoning Map and determined three areas are in need of revisions. The Planning and Zoning Commission held a public hearing on the proposed amendments on Monday, March 13<sup>th</sup>. Upon completion of the hearing, the commission voted to forward the proposed amendments to the City Council for adoption. Therefore, it is recommended that the City Council adopt Ordinance 02-17 amending the official zoning map of the City.



# 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 02-17

### AMENDING THE OFFICIAL ZONING MAP IN AND FOR THE CITY OF MOUNTAIN IRON

#### THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:

**Section 1. Amending the Official Zoning Map.** The Official Zoning Map for City of Mountain Iron is hereby amended as follows:

1. The Zoning District of the following parcel is hereby changed from Commercial (C) to Mineral Mining (MM):

That part of the North ½ of the Southeast ¼ of Section 11, Township 58 North, Range 18 West, and lying North of the County Road 102 Right-of-way.

2. The Zoning District of the following parcel is hereby changed from Mineral Mining (MM) to Industrial (I):

That part of the Northeast ¼ of the Northeast ¼ of Section 9, Township 58 North, Range 18 West lying East of the Railroad Right-of-way.

3. The Zoning District of the following parcel is hereby changed from Urban Residential - Sewered (UR-S) to Commercial (C):

That part of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ & part of Northeast ¼ of Southeast ¼ of Southeast ¼ of Section 11, Township 58 North, Range 18 West lying South of the Southerly Right-of-way of Highway 169 Commencing at a Point on the West line 773.29 Feet North of the Southwest Corner of the Southwest ¼ of the Southeast ¼ and assigning a bearing of N01deg02'53"W to said West line thence S89deg05'17"E 459.48 Feet thence continuing S89deg05'17"E 564.28 Feet to the Point of beginning thence S00deg54'43"W 231.09 feet thence S53deg27'08"E 222.39 Feet to a Point that is 350 Feet North of the South line of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ thence N87deg03'25"E parallel with an 350 Feet North of South Line 320 feet to East Line of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ thence N02deg49'47"W along East Line 321.68 feet to the Southerly Right-of-way of Highway 169 thence N89deg05'17"W along said Right-of-way 479.03 Feet to the Point of Beginning.

**Section 2. Repeal of Inconsistent Ordinance.** All Ordinances inconsistent herewith are hereby 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 20<sup>th</sup> DAY OF MARCH, 2016.**

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Mayor Gary Skalko

Attested:

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City Administrator





TALING BASIN

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MAXWELL ROAD (COUNTY RD 240)

PARKVILLE STREET

SPRINGFIELD AVE

OLD HWY 240 (COUNTY RD 200)

MAXWELL AVENUE (COUNTY RD 240)

OLD HWY 240 (COUNTY RD 200)

SPRINGFIELD AVE

24



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 222, St. Paul MN 55101  
 (651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT  
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

501 (c) 3

**TYPE OR PRINT INFORMATION**

NAME OF ORGANIZATION <i>Saraptimist of Virginia</i>		DATE ORGANIZED <i>1-26-1956</i>	TAX EXEMPT NUMBER <i>41-6040928</i>	
STREET ADDRESS <i>P.O. Box 389</i>		CITY STATE <i>Virginia MN</i>	ZIP <i>55792</i>	CODE
NAME OF PERSON MAKING APPLICATION <i>Shirley Lenzi - Committee chair</i>		BUSINESS PHONE <i>( )</i>		HOME PHONE <i>(218) 741-2409</i>
DATES LIQUOR WILL BE SOLD <i>April 19, 2017</i>		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input checked="" type="checkbox"/> <u>OTHER NONPROFIT</u>		
ORGANIZATION OFFICER'S NAME <i>Shirley Koski - President</i>		ADDRESS <i>7137 Wildwood Dr. Britt, MN 55710</i>		
ORGANIZATION OFFICER'S NAME <i>Mary Samuelson - President elect</i>		ADDRESS <i>5097 Long Lake Rd Ezeleth MN 55734</i>		
ORGANIZATION OFFICER'S NAME <i>Sue Beck - Secretary</i>		ADDRESS <i>1009 2nd St. S. Virginia MN 55792</i>		

Location license will be used. If an outdoor area, describe

*Chick Flick Movie Night - Fundraiser at Cinema 6  
 8426 Enterprise Dr. S. Mt. Iron, MN 55765*

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

*No*

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

*yes - Great American Ins. of NY - coverage \$1,000,000<sup>00</sup>*

**APPROVAL**

**APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT**

CITY/COUNTY \_\_\_\_\_ DATE APPROVED \_\_\_\_\_

CITY FEE AMOUNT \_\_\_\_\_ LICENSE DATES \_\_\_\_\_

DATE FEE PAID \_\_\_\_\_

SIGNATURE CITY CLERK OR COUNTY OFFICIAL

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event





March 15, 2017

Craig Wainio, City Administrator  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron, Minnesota, 55768

[via Email](#)

Re: Request for Reconsideration of Pay Equity Exceptional Service Pay Test

Dear Craig Wainio:

I am writing in response to the City's request for reconsideration of the non-compliance ruling from Minnesota Management & Budget (MMB) regarding your 2017 Pay Equity Implementation Report. Specifically, the City is seeking an exception to the required minimum score of 80% on the exceptional service pay test. The score on the test is 27.50%. MMB has reviewed the documentation from the jurisdiction and based on the following considerations, MMB is granting an exception to the exceptional service pay test for the reporting year 2017.

MMB found that Section 3920.0900 Subparts A and E of the pay equity rule could be applied to the City of Mountain Iron enabling MMB to grant an exception to the 80% passing score required for the ESP test.

*Subp. A. Nongender based inequities. A jurisdiction may demonstrate that the compensation inequities between male-dominated and female-dominated classes are not gender based. The jurisdiction may submit any relevant information.*

*Subp E. Good Faith. A jurisdiction may demonstrate that it has made a good faith effort to achieve compliance.*

Specific consideration in this case included:

1. The city has the same longevity requirement for all employees; at increments of 10 years of service, 15 years of service and 20 years of service.
2. The city's longevity plan is gender-neutral in application
3. The jurisdiction passed other required tests including the statistical analysis test that compares salaries.





March 15, 2017

Local Government Official  
Mountain Iron  
8586 Enterprise Drive South

Mountain Iron MN 55768

Dear Local Government Official:

Congratulations! I am very pleased to send you the enclosed notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

As you know, Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are enclosed. You may find a copy of our "Guide to Understanding Pay Equity Compliance and Computer Reports" and other resources on our Local Government Pay Equity webpage at:

<https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/index.jsp>

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have any questions about the materials or about pay equity in general, please contact me at (651) 259-3623.

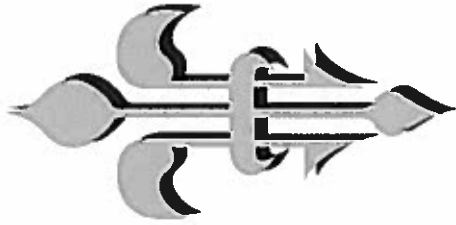
Again, congratulations on your achievement!

Sincerely,

A handwritten signature in black ink that reads "Cyndee Gmach". The signature is written in a cursive style with a large, looping initial "C".

Cyndee Gmach  
Pay Equity Coordinator  
[pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)

Enclosures



# Notice of Pay Equity Compliance

*Presented to*

## *Mountain Iron*

for successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review by Minnesota Management & Budget and your 2017 pay equity report.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

March 15, 2017

Date

Myron Frans, Commissioner