

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, APRIL 21, 2008 - 6:30 P.M.
A G E N D A**

- I. Roll Call
 - II. Consent Agenda
 - A. Minutes of the April 7, 2008, Regular Meeting (#1-21)
 - B. Minutes of the April 8, 2008, Board of Review (#22-24)
 - C. Receipts
 - D. Bills and Payroll
 - III. Public Forum
 - IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. IRR Letter (#25-26)
 - B. City Administrator's Report
 - C. Director of Public Works Report
 - 1. Recreation Department Lawn Mower (#27-28)
 - D. Sheriff's Department Report (#29)
 - E. City Attorney's Report
 - F. City Engineer's Report
 - 1. Change Order (#30-32)
 - G. Cable Commission
 - 1. Franchise Agreement (#33-46)
 - H. Liaison Reports
 - V. Unfinished Business
 - A. IRR Grant Request(#47-48)
 - VI. New Business
 - A. Resolution 18-08 Accepting Report (#49-58)
 - B. Resolution 19-08 Accepting Bids (#59-62)
 - C. Comprehensive Plan (#63-65)
 - D. Iron Range Youth in Action Request (#66-69)
 - E. MIB Archery Request (#70)
 - VII. Open Discussion on City Business
 - VIII. Announcements
 - IX. Closed Meeting
 - X. Adjourn
- # Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
APRIL 7, 2008

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Alan Stanaway. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Rod Flannigan, City Engineer; and John Backman, Sergeant (entering the meeting at 7:02 p.m.).

The Mayor thanked the City Crew for the excellent job with all of the snow removal completed with the recent snow storm.

It was moved by Skalko and seconded by Prebeg that the following items be removed from the agenda and forwarded to the appropriate board or commission as follows:

Spruce and Aspen Intersection be forwarded to the Street and Alley Committee
Sump Pump Non-Compliance be forwarded to the Utility Advisory Board
Wind Turbine Farm be forwarded to the Utility Advisory Board

The motion carried with Councilor Stanaway absent.

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

1. Add the following items to the agenda:
 - IV. A. 1. Cable Commission Appointment
 2. Labor Management Meeting
 - VI. I. Resolution Number 17-08, Ordering Bids
 - VI. E. Donation to the Mesabi Family YMCA
 - VI. J. Planning and Zoning Building Permit Letter
2. Approve the minutes of the March 17, 2008, City Council meeting as submitted.
3. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period March 16-31, 2008, totaling \$186,773.49, (a list is attached and made a part of these minutes).

The motion carried with Stanaway absent.

It was moved by Zupancich and seconded by Prebeg to authorize the payments of the bills and payroll for the period March 16-31, 2008, totaling \$269,824.44, (a list is attached and made a part of these minutes). The motion carried with Roskoski voting no and Stanaway absent.

The Mayor updated the Council on the following items:

- City Advertising. He said that the letter writing campaign to the Mountain Iron businesses using Mountain Iron in their advertising has been very well received and effective.
- Quad Cities Entrance Sign. The vandalism done to the sign was cleaned up and he thanked City Staff for completing the cleanup.
- Range Recreation Civic Center. He updated the Council on the current status of the building. He said the loan had been paid off on the building and currently the City is contributing \$7,560 per year to run the facility. He pointed out that because of the Mighty Ducks Amendment that the building must be open and running until 2017. He said that the Mesaba Curling Organization has been taking care of the operation of the building. He said that the Curling Club would be requesting additional funding in the 2009 budget because of increased energy costs.
- Newspaper Articles. He said that Mountain Iron has gotten some nice publicity with Mountain Timber and the Wind Energy Projects recently.
- Fairview Clinic. He said that the Clinic had approached the Economic Development Authority Board regarding an extension in the development agreement for the proposed expansion of the Clinic. They were supposed to be starting in May of 2008 and were requesting a two year extension.
- Board of Review. He reminded the Council of the meeting set for Tuesday, April 8, 2008 from 6:30-7:30 p.m.
- Planning and Zoning Building Permit Letter. He said that this letter was not any ruling from the City, but rather a letter advising the residents of the State regulations.
- Briarwood Estates. He said that he spoke with a official from the City of Virginia and they advised him that the developer of Briarwood Estates had removed some of the trees to put the property up for sale. The trees would have to be removed from the area to be disposed of and not burnt.
- Congratulations. He offered congratulations to the Mountain Iron-Buhl Boys Basketball Team and the Girls Basketball Team for having such a good Season.
- 6th Annual Bush Snowmobile Ride. The Mayor asked Councilor Prebeg to update the Council. Councilor Prebeg said that they had a successful fund raiser on February 16, 2008, with \$42,000 contributed to the Virginia Regional Medical Center to the Diabetes Center.

It was moved by Skalko and seconded by Zupancich to appoint Allen Nelson to the Mountain Iron Cable Commission with the term expiring on December 31, 2008. The motion carried with Stanaway absent.

It was moved by Skalko and seconded by Roskoski to set a Labor/Management Meeting for Thursday, April 17, 2008 at 2:00 p.m. with Councilor Zupancich and Mayor Skalko from the Council attending the meeting. The motion carried with Stanaway absent.

The Council discussed the request regarding the Conference attendance for the Municipal Services Secretary. The item was referred to the Personnel Committee for a recommendation.

It was moved by Roskoski and seconded by Skalko to authorize the request of the Mountain

Iron-Buhl School for the April 19, 2008, Prom Event at the Senior Center to authorize a Saint Louis County Sheriff to attend the event at City expense with approval from the Saint Louis County Sergeant. The motion carried with Stanaway absent.

The City Administrator updated the Council on the following:

- Library Pictures. He said that the City is having difficulty retaining a certified appraiser to appraise the pictures at the Mountain Iron Library.
- Library Roof. He said that the City Attorney is contacting the Bonding Company of the business, which went out of business, to get the work completed.
- Personal Request. He said that his son Bryce wanted him to mention his Wii on television.

It was moved by Zupancich and seconded by Prebeg to accept the City of Mountain Iron Safety Incentive Program Policy, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to accept the recommendation of the Utility Advisory Board and authorize the large trash pickup during June of 2008. The motion carried with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to accept the recommendation of the Utility Advisory Board and approve the electrical rate increase as presented, (a copy is attached and made a part of these minutes). The motion carried with Roskoski voting no and Stanaway absent.

The Sergeant reported that at 3:00 p.m. today they took an individual into custody for the robbery that was committed at the Mountain Iron Short Stop on April 5, 2008.

The Sergeant advised the Council that he would have some information available for the next regular meeting regarding the vehicle forfeitures.

Councilor Roskoski questioned why the City Council received the Proposed Comprehensive Plan for the City. The Administrator said that this would be discussed at the next regular City Council meeting. He requested that the Council members bring the plan with them to the next meeting.

The Council had several questions for the City Engineer as follows:

- Road Construction Projects. They would begin once the road restrictions were removed.
- Crack Sealing Program. The program could only be completed with warm weather.
- Sump Pump Ordinance. Valvoline elected to be fined in the winter months rather than connecting to the City's storm sewer.
- Football Practice Field by Merritt. The grass could be ready for the Fall practice time, but it is not guaranteed. The Director of Public Works said that he had contacted the school regarding the issue.

- Tennis Courts. The scope of the project is to reconstruct, initially looked at the project as a rehab project, but when soil borings were completed it has now been confirmed that it would need to be reconstructed. The fencing must come down for the project and the fencing would be salvaged.
- Unity Drive. He would review the large parallel crack in the road by Mud Lake Road. This would be covered under the one year warranty on workmanship.

It was moved by Zupancich and seconded by Prebeg to accept the recommendation of the Personnel Committee and the Public Health and Safety Board and approve the First Responders Selection Policy, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Zupancich and seconded by Skalko to accept the recommendation of the Personnel Committee and the Public Health and Safety Board and approve the Policy for Appointment of First Responders Officers, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to accept the recommendation of the Personnel Committee and the Public Health and Safety Board and approve position analysis for the following positions: First Responders Director, First Responder Assistance Director, and the First Responder, (copies are attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Roskoski and seconded by Prebeg to direct City Staff, who are responsible for Board and Commission meeting schedules, do the best they can to stagger meetings so they do not overlap. **The motion failed** with Prebeg, Zupancich, and Skalko voting no and Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to adopt Resolution Number 15-08, Declaring Adequacy of Petition and Ordering Preparation of Report to improve a portion of Unity Drive, (a copy is attached and made a part of these minutes). The motion carried with Roskoski abstaining and Stanaway absent.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 16-08, Charitable Gambling, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Roskoski and seconded by Zupancich to authorize B.G.'s to set up a bar at the Community Center on April 26, 2008 for the Larry Wiitala Benefit. The motion carried with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to authorize a contribution \$2,500 to the Calvary Cemetery Association. The motion carried on a roll call vote with Stanaway absent.

It was moved by Prebeg and seconded by Zupancich to waive the building rental fee for the Mesabi Family YMCA Annual Strong Kids' Auction to be held in April of 2008. The motion carried with Stanaway absent.

It was moved by Skalko and seconded by Prebeg to authorize City Staff to donate a two (2) night campground stay at the West II Rivers Campground for the Mesabi Family YMCA Annual Strong Kids' Auction. The motion carried with Stanaway absent.

The Council reviewed the communication from IRRR for the Infrastructure Grant Program. This would be on the April 21, 2008, City Council agenda. Councilor Roskoski said that the following should be on the list for a grant applications: 1) Spring Park Road; 2) Browns Road; 3) Streetcar Road; and 4) Giorgi's Road to have them upgraded from gravel roads to paved roads.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 17-08, approving plans and specifications and ordering advertisement for bids for the Old Highway 169 Project, (a copy is attached and made a part of these minutes). The motion carried with Stanaway absent.

It was moved by Roskoski and seconded by Zupancich that a revised building permit letter be drafted by City Staff, with more complete information, for review by the City Council at a future meeting, for a possible second mailing. The **motion failed** with Prebeg, Zupancich, and Skalko voting no and Stanaway absent.

During the open discussion the following items were discussed:

- Foreman Position. Councilor Prebeg advised the Council that a closed meeting would be scheduled for April 21, 2008, to discuss contract negotiations.
- Wind Turbine Farm. The Fire Chief reported that the Wind Turbine Farm are located in the Mountain Iron fire call area. He said that he spoke with the Minntac Fire Officials and they said they would not respond to a fire at the Wind Turbine Farm. The Mayor said that this should go back to the Public Safety and Health Board to discuss further.
- Sump Pump Compliance. Councilor Roskoski stated that there are 56 residents on the list that should be contacted. The Mayor said that the issue was referred to the Utility Advisory Board.

At 8:14 p.m., it was moved by Prebeg and seconded by Zupancich that the meeting be adjourned. The motion carried with Stanaway absent.

Submitted by:

Jill M. Anderson

Jill M. Anderson, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Iron Range Resources, a letter requesting pre-applications for the Public Works Infrastructure grants with a deadline of April 30, 2008.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	144,143.13
CAMPGROUND RECEIPTS	FEES	2,205.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
CD INTEREST	CD INTEREST 101	535.97
CD INTEREST	CD INTEREST 378	2,777.34
CD INTEREST	CD INTEREST 602	682.14
CD INTEREST	CD INTEREST 603	828.32
CD INTEREST	CD INTEREST 604	48.78
FINES	CRIMINAL	1,045.34
BUILDING RENTALS	COMMUNITY CENTER	650.00
LICENSES	ANIMAL	30.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	600.00
PERMITS	BUILDING	315.50
FINES	ADMINISTRATIVE OFFENSE	50.00
BUILDING RENTALS	NICHOLS HALL	260.00
MISCELLANEOUS	REIMBURSEMENTS	228.98
METER DEPOSITS	ELECTRIC	700.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	31,566.17
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	66.82
Summary Totals:		<u>186,773.49</u>

Check Issue Date(s): 03/24/2008 - 04/11/2008

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
04/08	04/08/2008	136205	220007	ACS GOVERNMENT SYSTEMS INC	101-20200	633.13
04/08	04/08/2008	136206	401	ALAN MATTILA	101-20200	60.00
04/08	04/08/2008	136207	10010	ARROW AUTO	101-20200	107.45
04/08	04/08/2008	136208	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	654.68
04/08	04/08/2008	136209	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	621.93
04/08	04/08/2008	136210	20022	BENCHMARK ENGINEERING INC	101-20200	5,812.50
04/08	04/08/2008	136211	20052	BERGSTROM MFG INC	604-20200	110.00
04/08	04/08/2008	136212	20051	BIGS EASY LIFT	602-20200	1,091.63
04/08	04/08/2008	136213	4008	BRAD HEJDA	101-20200	200.00
04/08	04/08/2008	136214	30014	CALVARY CEMETERY ASSOCIATION	101-20200	2,500.00
04/08	04/08/2008	136215	30017	CARQUEST (MOUNTAIN IRON)	101-20200	789.84
04/08	04/08/2008	136216	30061	CELLULARONE	101-20200	636.75
04/08	04/08/2008	136217	30088	CHAD, GREG	101-20200	20.00
04/08	04/08/2008	136218	220003	CITY OF VIRGINIA	101-20200	356.82
04/08	04/08/2008	136219	30053	CONSOLIDATED TRADING COMPANY	101-20200	1,436.46
04/08	04/08/2008	136220	30032	COURT ADMIN.-CONCILIATION	604-20200	195.00
04/08	04/08/2008	136221	40005	DM&IR - CN - ACCOUNTS PAYABLE	601-20200	270.92
04/08	04/08/2008	136222	110005	DON KLEINSCHMIDT	602-20200	338.96
04/08	04/08/2008	136223	50036	ELGIN SWEEPER COMPANY	301-20200	51,495.55
04/08	04/08/2008	136224	500012	ERA LABORATORIES INC	602-20200	551.40
04/08	04/08/2008	136225	60026	FASTENAL COMPANY	601-20200	25.00
04/08	04/08/2008	136226	60006	FISHER PRINTING	101-20200	210.87
04/08	04/08/2008	136227	60038	FLEET SERVICES	101-20200	4,252.00
04/08	04/08/2008	136228	70035	G & K SERVICES	101-20200	22.07
04/08	04/08/2008	136229	70028	GREATER MINNESOTA AGENCY INC	101-20200	192.00
04/08	04/08/2008	136230	70029	GUARDIAN PEST CONTROL INC	101-20200	65.76
04/08	04/08/2008	136231	140013	HD WATERWORKS SUPPLY	601-20200	394.84
04/08	04/08/2008	136232	80017	HENRY'S WATERWORKS INC	601-20200	291.57
04/08	04/08/2008	136233	80001	HILLYARD/HUTCHINSON	101-20200	73.29
04/08	04/08/2008	136234	80010	HOMETOWN ELECTRIC	602-20200	75.00
04/08	04/08/2008	136235	90007	INDUSTRIAL LUBRICANT COMPANY	101-20200	209.12
04/08	04/08/2008	136236	90006	IRON TRAIL MOTORS	101-20200	58.59
04/08	04/08/2008	136237	6023	JAN KNUTI	101-20200	200.00
04/08	04/08/2008	136238	100011	JANWAY COMPANY USA INC	101-20200	284.75
04/08	04/08/2008	136239	100019	JOLA & SOPP EXCAVATING INC	601-20200	572.50
04/08	04/08/2008	136240	120032	LAKE COUNTRY POWER	101-20200	182.00
04/08	04/08/2008	136241	120002	LAWSON PRODUCTS INC	101-20200	456.24
04/08	04/08/2008	136242	120003	LEAGUE OF MINNESOTA CITIES	604-20200	80.00
04/08	04/08/2008	136243	120001	LEFTY'S RENT-A-TENT	101-20200	254.50
04/08	04/08/2008	136244	120012	LIBRARY STORE	101-20200	57.41
04/08	04/08/2008	136245	120014	LUNDGREN MOTORS	101-20200	98.21
04/08	04/08/2008	136246	130140	MARIUCCI VIDEO PRODUCTIONS &	101-20200	3,600.00
04/08	04/08/2008	136247	130137	MATTSON, MATT	101-20200	230.00
04/08	04/08/2008	136248	130004	MESABI DAILY NEWS	101-20200	1,613.48
04/08	04/08/2008	136249	130006	MESABI HUMANE SOCIETY	101-20200	1,000.00
04/08	04/08/2008	136250	4011	MESABI RANGE YOUTH FOR CHRIST	101-20200	400.00
04/08	04/08/2008	136251	130028	MESABI SIGN COMPANY	101-20200	83.07
04/08	04/08/2008	136252	130096	MICROMARKETING ASSOCIATES	101-20200	86.72
04/08	04/08/2008	136253	4009	MILLIE WELLS	101-20200	200.00
04/08	04/08/2008	136254	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	400.00
04/08	04/08/2008	136255	130009	MINNESOTA POWER	101-20200	1,222.15
04/08	04/08/2008	136256	130024	MN POLLUTION CONTROL AGENCY	101-20200	600.00
04/08	04/08/2008	136257	130031	MOUNTAIN IRON ECONOMIC DEV	102-20200	5,000.00
04/08	04/08/2008	136258	130013	MOUNTAIN IRON FIREMEN'S RELIEF	101-20200	1,000.00
04/08	04/08/2008	136259	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	133.17
04/08	04/08/2008	136260	140052	NORTHEAST SERVICE COOPERATIVE	603-20200	257.66
04/08	04/08/2008	136261	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	239.89

Check Issue Date(s): 03/24/2008 - 04/11/2008

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
04/08	04/08/2008	136262	140055	NORTHERN VISUAL SERVICES	101-20200	120.00
04/08	04/08/2008	136263	140054	NORTHLAND CHEMICAL CORP	101-20200	208.98
04/08	04/08/2008	136264	40032	OFFICE OF ENTERPRISE TECHNOLOG	101-20200	412.85
04/08	04/08/2008	136265	150014	ONE CALL CONCEPTS INC	604-20200	13.05
04/08	04/08/2008	136266	160047	PONTINEN, RYAN	101-20200	60.00
04/08	04/08/2008	136267	160052	PONTINEN, STACEY	101-20200	130.00
04/08	04/08/2008	136268	160030	PRECISION MACHINE	602-20200	375.00
04/08	04/08/2008	136269	160056	PREMIER RINKS INC DBA ATHLETIC	101-20200	628.14
04/08	04/08/2008	136270	170005	QUALITY FLOW SYSTEMS INC	602-20200	372.02
04/08	04/08/2008	136271	170007	QUILL CORPORATION	604-20200	726.33
04/08	04/08/2008	136272	170001	QWEST	101-20200	109.09
04/08	04/08/2008	136273	160056	RANGE PAINT	101-20200	55.20
04/08	04/08/2008	136274	160052	REED BUSINESS INFORMATION	101-20200	327.60
04/08	04/08/2008	136275	160045	RESERVE ACCOUNT	101-20200	500.00
04/08	04/08/2008	136276	160045	SERVICE SOLUTIONS	101-20200	324.93
04/08	04/08/2008	136277	190081	SIGNS OF FIRE (THE FIRST)	101-20200	487.75
04/08	04/08/2008	136278	190012	SOCIETY OF EXPLOSIVE ENGINEERS	101-20200	20.00
04/08	04/08/2008	136279	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	15,382.21
04/08	04/08/2008	136280	190016	ST LOUIS COUNTY AUDITOR	101-20200	153.28
04/08	04/08/2008	136281	4010	STACY PONTINEN	101-20200	200.00
04/08	04/08/2008	136282	190061	SULLIVAN CANDY & SUPPLY	101-20200	113.09
04/08	04/08/2008	136283	200020	THE TRENTI LAW FIRM	101-20200	5,796.19
04/08	04/08/2008	136284	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	5,435.00
04/08	04/08/2008	136285	200008	TRIMARK INDUSTRIAL	101-20200	16.98
04/08	04/08/2008	136286	210001	UNITED ELECTRIC COMPANY	604-20200	672.25
04/08	04/08/2008	136287	210002	UNITED TRUCK BODY COMPANY INC	101-20200	100.98
04/08	04/08/2008	136288	220025	VERIZON WIRELESS	602-20200	29.04
04/08	04/08/2008	136289	220014	VIKING INDUSTRIAL NORTH	601-20200	81.13
04/08	04/08/2008	136290	220026	VIRGINIA HOME CENTER	101-20200	507.94
04/08	04/08/2008	136291	230034	WEST, DEVIN	101-20200	210.00
04/08	04/08/2008	136292	240001	XEROX CORPORATION	603-20200	592.98
04/08	04/08/2008	136293	260005	ZEP MANUFACTURING COMPANY	101-20200	158.40

Totals:

126,285.39

Payroll-PP Ending 3/21/08

86,560.63

Payroll-PP Ending 4/4/08

56,978.42

TOTAL EXPENDITURES

\$269,824.44

*CITY OF MOUNTAIN IRON
SAFETY INCENTIVE PROGRAM
POLICY*

In an effort to provide a safer and more productive working environment, the City of Mountain Iron hereby establishes the following Safety Incentive Program:

A monthly safety incentive raffle for all permanent City employees will be held during each month that no lost-time accidents occur. The raffle will be held in the City Administrator's office on the first day of each month for the previous month that qualifies. The prize will be a \$25.00 gift certificate from vendors to be established by the Committee.

After the completion of six months with no lost-time accidents on an individual basis, each permanent employee of the City will receive a safety prize to be determined by the Safety Committee and approved by the City Administrator.

After the completion of six months with no lost-time accidents on a group basis-city wide, each permanent employee of the City will receive a safety prize to be determined by the Safety Committee and approved by the City Administrator.

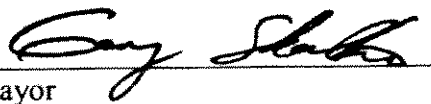
The time period to be completed accident-free is determined to be six month intervals, beginning on June 1, 2008. If a lost-time accident occurs during the six month period, the program will restart on the first full day the injured employee is back to work after the lost-time accident and continue for six months from that date.

The Safety Committee will review each lost time accident to determine if it was preventable or unpreventable. Unpreventable accidents will not count toward the incentive program.

The Safety Committee will update and make necessary changes to the incentive policy periodically.

Approved at the April 7, 2008, City Council meeting.

Voting Aye: Skalko, Prebeg, Zupancich, and Roskoski
Voting Nay: None
Absent: Stanaway
Abstaining: None



Mayor



City Administrator

PROPOSED ELECTRIC RATE 4/1/08

Residential Service Rate

First 1000 kwh	\$.074 per kwh	Minimum: \$10.00/month
Over 1000 kwh	\$.058 per kwh	

General Service Rate

First 1000 kwh	\$.090 per kwh	Minimum: \$10.00/month
Over 1000 kwh	\$.060 per kwh	

Power Service Rate

Energy Charge	\$.041 per kwh
Demand Charge	\$12.87 per KW

Municipal Service Rate

No Demand Meter:	
Energy Charge	\$.075 per kwh

With Demand Meter:	
Energy Charge	\$.042 per kwh
Demand Charge	\$5.00 per KW

Off-Peak Water Heating

Energy Charge (no longer available)	\$.04 per kwh
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FIRST RESPONDER SELECTION POLICY

Policy Number 2008-03

Adopted April 7, 2008

PURPOSE

The purpose of these policies is to establish a uniform and equitable system for the selection of First Responders for the City of Mountain Iron. First Responders are held to a high standard by society and the City desires that its residents and visitors have the utmost confidence in the integrity competence and reliability of its First Responders. These policies are designed to ensure that a fair and effective process is followed in the selection of First Responders.

NON-DISCRIMINATION

It is the policy of the City of Mountain Iron to provide equal opportunity to all persons without regard to race, color, creed, national origin, religion, gender, sexual orientation, marital status, status with regard to public assistance, age or disability. No person shall be discriminated against with regard to the selection of First Responders. It is the responsibility of all City officials and First Responder supervisors/officers to insure the implementation of this policy.

SELECTION/APPOINTMENT RESPONSIBILITIES

Subject to the discretion of the City Council or its Designee, the First Responders have primary responsibility for performing such selection components as application review, reference/background checks, oral interviews and physical agility testing. The First Responders are also responsible for recommending candidates for final selection by the City Council or City Council Designee. The City Council or the City Council's Designee is considered the final appointing authority.

APPLICATION SUBMISSION

All individuals interested in being considered for a First Responder position must complete an application form provided by the City. Applicants must submit a complete application form by the application deadline in order to be considered for the position.

APPLICATION REVIEW

1) Preliminary Screening

The Director of the First Responders or his/her Designee(s) will review the initial applications for completeness and compliance with minimum requirements established for the First Responder position. If the application is incomplete on its face or discloses that the applicant does not meet the minimum requirements, the application shall be rejected.

2) **Application Evaluation and Veterans Preference**

In accordance with Minnesota Statutes 43A.11 (Minnesota Veterans Preference Act) the training and education of each applicant will be rated based upon the application materials submitted. The training and education rating will be done on a 100-point scale with 5 points out of the 100 given to qualified veterans and 10 points out of the 100 given to qualified disabled veterans (only a qualified disabled veteran would be eligible to achieve all 100 points).

ORAL INTERVIEW

An oral interview committee created by the First Responders will interview all applicants who meet the minimum application point totals as determined by the Director or his/her Designee(s). The interview committee may consist of the Director, First Responder Officers and Supervisors, the City Administrator, City Council Members, and/or Directors and Officers from other Departments. The interview committee will be provided with a list of predetermined interview questions to be asked of all applicants. Following completion of all interviews, the interview committee will meet and by consensus agree on the successful applicants based on an evaluation of the applicants' responses to the interview questions and overall qualifications. The names of the successful candidates will be forwarded to the Director who will present the names to the City Council or the City Council designee for approval.

CONDITIONAL OFFERS

Approved candidates will be made conditional offers that are contingent on a candidate's successful completion of a background/reference check and medical examination.

BACKGROUND/REFERENCE CHECK

The Director or his/her Designee will advise the approved candidates that the First Responders will conduct a background/reference check pursuant to Minn. Stat. Section 299F.036. The candidate will provide appropriate releases to the First Responders. The Director or his/her Designee(s) will request information subject to the releases of all employers of the candidate for whom the candidate worked during the preceding ten years.

MEDICAL EXAMINATION

Candidates approved by the City Council will be notified of the requirement to pass a medical examination of the First Responders selected physician. The medical examination will be position related and consistent with business necessity. The First Responders will provide the physician with a copy of the position description for First Responder and the standard medical examination criteria. The physician may request copies of the candidate's medical records, if the physician determines that additional tests maybe necessary, the physician may conduct such further tests, provided that the First Responders first authorizes any additional expense.

RESCINDING A CONDITIONAL OFFER OF EMPLOYMENT

If the results of the background/reference check or the medical examination indicate that the candidate should not be hired for the position the Director is to notify the City Council or the City Council Designee. The City Council or the City Council Designee will be responsible for making the decision to rescind the conditional offer of employment. In the case of rescission based on results of a medical examination, the City must notify the affected candidate within 10 days of its final decision to rescind the job offer.

ORIENTATION MEETING

Candidates who have successfully completed the background/reference check and medical examination will meet with the Director or his/her Designee for a First Responder orientation meeting to further describe position duties, performance expectations, training requirements and the First Responders policies and standard operating procedures.

POLICY FOR APPOINTMENT OF FIRST RESPONDER OFFICERS

Policy Number 2008-04

Adopted April 7, 2008

PURPOSE

The purpose of these policies is to establish a uniform and equitable system for the appointment to officer positions in the City of Mountain Iron First Responders. The Officers shall be comprised of the following positions: Director and Assistant Director.

NON-DISCRIMINATION

It is the policy of the City of Mountain Iron to provide equal opportunity to all persons without regard to race, color, creed, national origin, religion, gender, sexual orientation, marital status, status with regard to public assistance, age or disability. No person shall be discriminated against with regard to the appointment of officer positions. It is the responsibility of all City officials, and First Responder supervisors/officers to insure the implementation of this policy.

APPOINTMENT RESPONSIBILITIES

Subject to the discretion of the City Council or its Designee, all appointments to officer positions are to be approved by the Director. In the case of the Director position, the appointment is to be made by the City Council or its Designee.

APPOINTMENT TERMS

All officer position terms will expire on the date indicated below, and thereafter even' three years.

Director	February 28, 2009
Assistant Director	February 28, 2010

FILING FOR POSITION

Filing for officer positions shall take place January 1st to January 15th prior to the end of each term. A position posting labeled "Internal Posting" shall be placed in the fire station listing the most current requirements of the open officer position. To file for any officer position, an applicant must meet the minimum requirements for years of service and education/experience as outlined in the First Responders position analysis. The Director or his/her Designee will verify each applicant's qualifications. In the case of the Director position, the City Council or its Designee will verify each applicant's qualifications. Each filing member for office shall submit an application and/or resume outlining activities or functions the applicant has or is participating in including: education, call response, meeting attendance, etc.

ORAL INTERVIEW

A panel of no less than three individuals shall conduct oral interviews for the selection of officers. The interview panel may consist of the Director, First Responder officers/supervisors, First Responders selected by the Director or his/her designee, the City Administrator or his/her designee, City Council Members, Directors and officers from other First Responders and/or qualified staff from other cities. In the case of the Director position, the interview will be conducted by the City Council or its Designee(s). Interviews will be offered to all applicants meeting the minimum requirements for the position. The interview panel will be provided with a list of pre-determined interview questions to be asked of all applicants. The questions will include questions and/or situations that pertain to leadership, teamwork, communications and management-style qualities desired for the level of management required for the position. The interview panel will make their selection from the top candidates and forward their selections to the Director for approval. In the case of the Director position, the interview panel will forward their top candidate to the City Council or its Designee for approval.

OFFICER POSITIONS VACATED DUE TO RESIGNATION, DEMOTION, PROMOTION OR DISCHARGE

A vacated position shall be posted and a 30-day period shall be established for filing, using the same application, interview and selection process outlined in the above procedures. If several positions are open, the higher ranking positions will be filled first. The positions shall be filled as soon as practical.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: First Responder Director

SUPERVISOR: City Administrator

PRIMARY OBJECTIVE OF POSITION:

Administration and coordination of all First Responder activities including directing the operation and coordination of all First Responder activities.

RESPONSIBILITIES:

- ◆ Supervises all the First Responders including maintenance and repair of equipment.
- ◆ Assists in the development and implementation of policies and procedures for the First Responders and advises the members of these policies and procedures.
- ◆ Plans, organizes, assigns, and directs First Responder operations with respect to equipment, apparatus, and personnel; provides for the training of personnel.
- ◆ Maintains records and reports for efficient operations.
- ◆ Maintains a supply inventory and informs the City Administrator of needed supplies and equipment.
- ◆ Performs the duties of a First Responder member.
- ◆ Other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Knowledge of the principles, practices and techniques of First Responder administration.
- ◆ Knowledge of the uses and limitations of the various types of apparatus and equipment used by the First Responders and of their operational and maintenance requirements.
- ◆ Ability to plan, install, and implement programs for operations and activities, personnel training and rescue operations.
- ◆ Ability to react quickly and calmly in emergencies and to direct the work of first responder members in emergency situations.
- ◆ Ability to prepare accurate and thorough reports.
- ◆ Ability to communicate effectively both orally and in writing.

TRAINING AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Must possess a valid Minnesota Drivers License.
- ◆ Must have completed EMT Certification
- ◆ Must have a current CPR Certification
- ◆ Basic computer skills and software knowledge.
- ◆ Two (2) years prior work experience as a First Responder



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CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: First Responder Assistant Director

SUPERVISOR: First Responder Director

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to protect life and property by performing emergency aid.

RESPONSIBILITIES:

- ◆ Responds to emergency calls.
- ◆ Communicates with the dispatcher providing information to assist in medical response.
- ◆ Performs duties at emergency scene wearing personal protective equipment as directed by First Responder Chief.
- ◆ Participates in continuing education and training programs.
- ◆ Ensures after each call that all supplies and equipment are clean and ready for use.
- ◆ Properly collects and disposes of infectious waste generated at emergency scenes.
- ◆ Assists in procuring and maintaining emergency medical supplies and equipment.
- ◆ Performs the duties of the Director when the Director is not present.
- ◆ Other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Ability to give and receive verbal and written directions and instruction.
- ◆ Ability to analyze situations and determine appropriate action.
- ◆ Ability to respond quickly and appropriately to crisis and emergency situations.
- ◆ Extensive knowledge of first aid.
- ◆ Knowledge of basic life support in emergency operations.
- ◆ Ability to operate emergency medical equipment.
- ◆ Ability to apply standard emergency aid, basic and advanced life support procedures

TRAINING AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Must have completed EMT Certification
- ◆ Current CPR Certification
- ◆ A valid Minnesota drivers license
- ◆ One (1) year prior work experience as a First Responder



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CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: First Responder

SUPERVISOR: First Responder Director

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to protect life and property by performing emergency aid.

RESPONSIBILITIES:

- ◆ Responds to emergency calls.
- ◆ Communicates with the dispatcher providing information to assist in medical response.
- ◆ Performs duties at emergency scene wearing personal protective equipment as directed by First Responder Chief.
- ◆ Participates in continuing education and training programs.
- ◆ Ensures after each call that all supplies and equipment are clean and ready for use.
- ◆ Properly collects and disposes of infectious waste generated at emergency scenes.
- ◆ Assists in procuring and maintaining emergency medical supplies and equipment.
- ◆ Other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Ability to give and receive verbal and written directions and instruction.
- ◆ Ability to analyze situations and determine appropriate action.
- ◆ Ability to respond quickly and appropriately to crisis and emergency situations.
- ◆ Extensive knowledge of first aid.
- ◆ Knowledge of basic life support in emergency operations.
- ◆ Ability to operate emergency medical equipment.
- ◆ Ability to apply standard emergency aid, basic and advanced life support procedures

TRAINING AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Certification as a First Responder or EMT.
- ◆ Current CPR Certification
- ◆ A valid Minnesota drivers license.



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RESOLUTION NUMBER 15-08

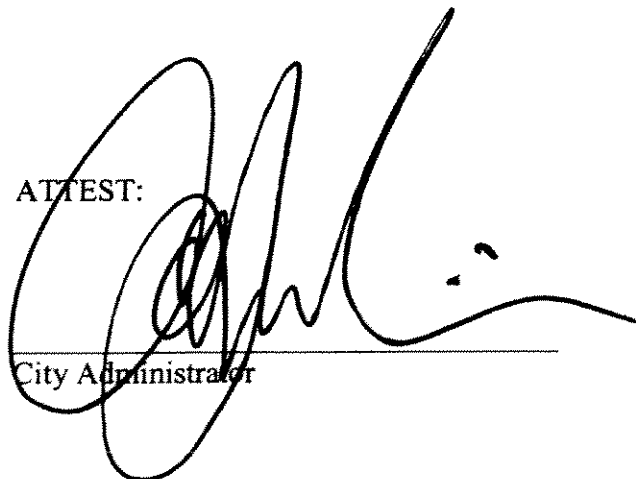
DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF REPORT

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

1. A certain petition requesting the improvement of Unity Drive between the Northwest corner of Section 14 to approximately 250 feet east of the Northwest corner of Section 14, T58M, R18W by construction, filed with the City Council March 27, 2008, is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minn. Stat. § 429.035.
2. The petition for the proposed improvement is hereby referred to Benchmark Engineering and they are instructed to report to the City Council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF APRIL, 2008.

ATTEST:



City Administrator

Mayor Gary Skalko



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 16-08

CHARITABLE GAMBLING

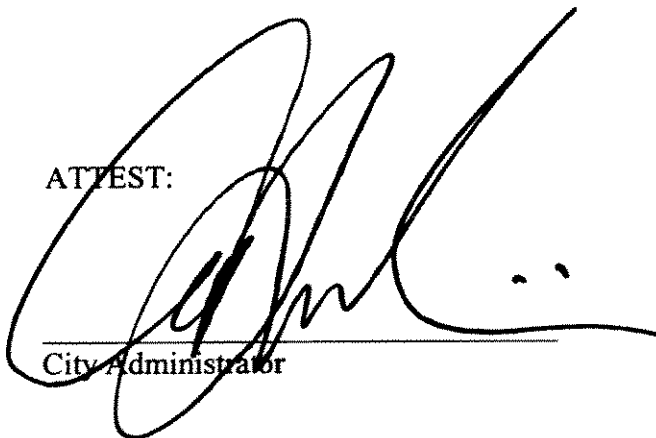
WHEREAS, C.C. Riders Snowmobile Club, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at B.G.'s Bar & Grill located at 5494 Highway 7, Mountain Iron, MN 55792, and;

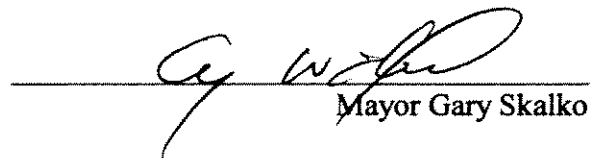
WHEREAS, C.C. Riders Snowmobile Club, is requesting that a Charitable Gambling Permit be issued.

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

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF APRIL, 2008.

ATTEST:



City Administrator

Mayor Gary Skalko



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RESOLUTION NUMBER 17-08

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

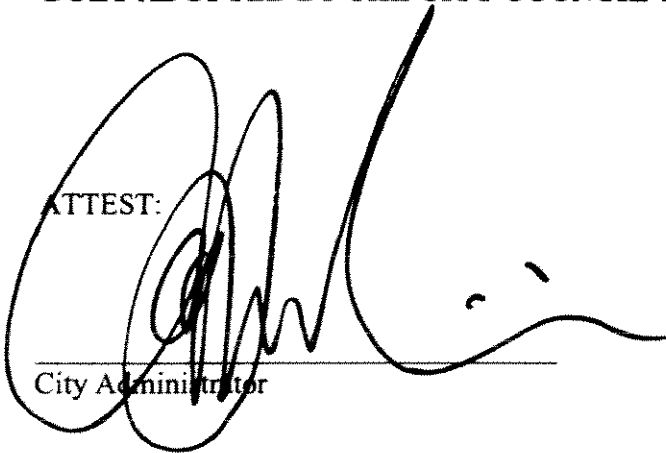
WHEREAS, pursuant to a Resolution Number 13-08 passed by the City Council March 17, 2008, the city engineer has prepared plans and specifications for Improvement Number MI08-06, the improvement of Old Highway 169 from the Costin Plat to approximately one mile west of the Costin Plat by overlayment and has presented such plans and specifications to the City Council for approval;

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

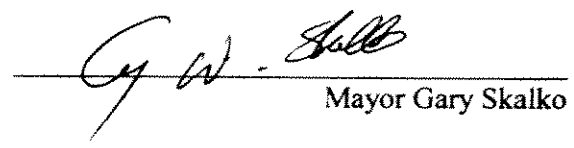
1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for two days, shall specify the work to be done, shall state that bids will be received by the City Administrator until 10:00 a.m. on May 7, 2008, at which time they will be publicly opened in the City Council chambers of the City Hall by the City Administrator and engineer, will then be tabulated, and will be considered by the City Council at 6:30 p.m. on May 19, 2008, in the City Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Mountain Iron for ten (10%) percent of the amount of such bid.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF APRIL, 2008.

ATTEST:



City Administrator



Mayor Gary Skalko

MINUTES
MOUNTAIN IRON CITY COUNCIL
BOARD OF REVIEW
APRIL 8, 2008

Mayor Skalko called the meeting to order at 6:31 p.m. with the following members present: Joe Prebeg, Jr., Ed Roskoski, and Mayor Gary Skalko. Absent member included: Tony Zupancich and Alan Stanaway. Also present were: Jill M. Anderson, Municipal Services Secretary; and John Jokinen, Residential Appraiser for Saint Louis County.

The Mayor explained that the purpose of the meeting was to discuss the property valuations, not the taxes. The Mayor said that the City Council only had a 2% increase each year in the City's budget over the past two years.

At 6:35 p.m., Councilor Tony Zupancich entered the meeting.

The Residential Appraiser spoke and advised the Council and the audience that the State requires that the valuation amounts be between 90 to 105 percent of the sale price. In order for the City of Mountain Iron to get in to compliance, the County Assessor had to increase both the land and building valuations by six percent. He also said that a full appraisal is completed every five years.

Ed Roskoski, 5409 North Court, Mountain Iron, Parcel Code 175-0012-00150, the valuation went from \$108,100 in 2007 to \$114,500 in 2008. He said that there is a salvage yard in the Industrial Park that is located behind his property which should lower his valuation. The Saint Louis County Residential Appraiser recommended that the Board not change the valuation of Councilor Roskoski's property because he is a voting member of the Board of Review. The Residential Appraiser advised Councilor Roskoski to appeal to the Saint Louis County Board for an adjustment in his valuation.

Wayne Pohia, 8754 Unity Drive, Mountain Iron, Parcel Code 175-0070-01487, the valuation went from \$266,900 in 2007 to \$285,500 in 2008. He felt that his property was being compared to properties in Unity Addition and they have paved streets and his street is dirt and they have no ditches.

It was moved by Skalko and seconded by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0070-01487. The motion carried with Stanaway absent.

It was moved by Zupancich and seconded by Skalko to make no changes to the valuation of Ed Roskoski's property at 5409 North Court, Parcel Code 175-0012-00150. The motion carried with Stanaway absent.

Mel Anderson, 4971 Highway 7, Mountain Iron, Parcel Code 175-0071-03798, the valuation went from \$189,500 in 2007 to \$200,900 in 2008. He said that they are living out in the country and have no city services available to them, such as city sewer, city water, snowplowing services, and street lights.

It was moved by Skalko and seconded by Roskoski to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0071-03798. The motion carried with Stanaway absent.

Mary Jo Miettunen, 8739 Fairview Lane, Mountain Iron, Parcel Code 175-0055-01450, the valuation went from \$71,600 in 2007 to \$75,900 in 2008. She questioned how the new assessed valuations were calculated.

It was moved by Skalko and seconded by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0055-01450. The motion carried with Stanaway absent.

Ted Erchul, 8762 Unity Drive, Mountain Iron, Parcel Code 175-0070-01488, valuation went from \$215,700 in 2007 to \$228,600 in 2008. He left the meeting before presenting his appeal to the Board of Review.

Glen Avikainen, 8750 Fairview Lane, Mountain Iron, Parcel Code 175-0055-00300, the valuation went from \$71,200 in 2007 (lowered by the Board in 2007 from \$77,200 to \$71,200) to \$75,500 in 2008. He felt that the valuation was too high because the home was in need of a new roof, windows, and there is a problem with the basement floor.

It was moved by Prebeg and supported by Skalko to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0055-00300. The motion carried with Stanaway absent.

Matthew Kishel, 5483 Bluebell Avenue, Mountain Iron, Parcel Code 175-0013-00170, the valuation went from \$75,700 in 2007 to \$80,000 in 2008. He requested that the Appraiser come and re-evaluate the property.

It was moved by Prebeg and seconded by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0013-00170. The motion carried with Stanaway absent.

Crystal Yernatich, 8750 Unity Drive, Mountain Iron, Parcel Code 175-0070-01484, the valuation went from \$39,600 in 2007 to \$208,700 in 2008. She said that the house is all new construction, but there was nothing completed outside of the house. There is no sidewalk, front steps are temporary, and there is no landscaping completed.

It was moved by Skalko and seconded by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0070-01484. The motion carried with Stanaway absent.

Ryan Perpich, 8367 Spruce Drive, Mountain Iron, Parcel Code 175-0012-00210, the valuation went from \$160,900 in 2007 to \$170,600 in 2008. He felt that there was a disparity in value with the neighboring properties.

It was moved by Zupancich and seconded by Roskoski to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0012-00210. The motion carried with Stanaway absent.

Harold McGregor, 4860 Butler Road, Mountain Iron, Parcel Code 175-0071-05023, the valuation went from \$148,800 in 2007 (lowered by the Board in 2007 from \$184,800 to \$148,800) to \$157,700 in 2008.

It was moved by Skalko and seconded by Roskoski to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0071-05023. The motion carried with Stanaway absent.

It was moved by Roskoski and seconded by Skalko to accept the recommendation of the Saint Louis County Principal Appraiser, Cindy Okstad, and change the valuation of Parcel 175-0065-00080, Benedict Aultman, 816 16th Avenue South, Virginia from \$397,700 to \$314,000, and Parcel 175-0065-00170, Benedict Aultman, 816 16th Avenue South, Virginia from \$170,300 to \$203,000. The motion carried

At 7:54 p.m., it was moved by Zupancich and seconded by Skalko to recess the Board of Review meeting until Monday, April 21, 2008 at 6:30 p.m. The motion carried with Stanaway absent.

Submitted by:



Jill M. Anderson, CMC/MMCA
Municipal Services Secretary

www.mtniron.com



April 9, 2008

Mr. Gary Skalko
Mayor
8586 Enterprise Drive South
Mountain Iron, Minnesota 55768

Dear Mr. Skalko:

It is my pleasure to invite you to Iron Range Resources **Community Finance & Technical Resource Workshop**. The theme of this year's workshop is *Growing Communities* – developing collaborative efforts around community and economic development. The workshop brings potential funding partners and communities together to plan and prepare for the future.

Spend the day visiting with federal, state and local program representatives from organizations such as the Economic Development Administration, US Department of Agriculture, Army Corps of Engineers, AgStar, Department of Employment and Economic Development, Iron Range Resources, Minnesota Housing Finance Agency and many others. Meet contact people, obtain program materials and network with colleagues. The workshop will provide leaders with access to funders, grantors, and other programs and resources that can be tapped to support community and economic development needs.

Enclosed is the agenda and schedule of presenters. The workshop runs from 8:30 a.m. – 3:30 p.m., on Wednesday, May 21, 2008, at the Mountain Iron Community Center, 8586 Enterprise Drive South, Mountain Iron, MN.

I hope you will be able to attend this important workshop and informational session. Please RSVP to Elsie Forbes by Friday, May 9, 2008. She can be reached at Ext 308, phone 218-744-7400, 800-765-5043 Ext 308, or e-mail at elsie.forbes@state.mn.us.

Sincerely,

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

Sandy Layman
Commissioner

Enclosure



An Equal Opportunity Employer

Iron Range Resources
4261 Highway 53 South
P.O. Box 441
Eveleth, MN 55734-0441
(218) 744-7400

www.IronRangeResources.org

Community Financial & Technical Resource Workshop

Tentative Agenda

Wednesday, May 21, 2008 – 8:30 a.m. - 3:30 p.m.

Mountain Iron Community Center

- 8:30 Registration
9:00 Opening Remarks
Sandy Layman, Commissioner, Iron Range Resources
9:15 *Iron Range Resources, Matt Sjoberg, Director of Development Strategies*
*Public Works *Community Business Infrastructure *Commercial Redevelopment *Application Fund – Grant Programs
9:30 *Iron Range Resources, Marianne Bouska, Strategic Results Management*
*Culture & Tourism *Residential Redevelopment *Mineland Reclamation – Grant Programs
9:45 *St. Louis County CDBG, Connie Christenson, Director*
*Small Cities Block Grant * Housing - Grant & Loan Programs
10:00 *United States Department of Agriculture (USDA), Mike Monson, Area Director*
*Water & Wastewater Grants & Loans *Rural Strategic Investment *Facility Loans
*Housing - Grant & Loan Programs
10:30 Break
10:45 *Economic Development Administration (EDA), John O'Leary, EDA Regional Representative*
*Public Works & Economic Adjustment Grant Programs *Planning Grants
11:00 *Department of Employment & Economic Development, Heather Rand, NE MN Economic Development Representative*
*Small Cities Block Grants *Business Infrastructure *Minnesota Investment Fund
*Small Business Innovation Research Program (SBIR) *Job Skills Partnership – Grant Programs
11:30 *Minnesota Public Facilities Authority, Jeff Freeman, Deputy Director*
*WIF Program *Water Pollution & Drinking Water - Grant & Loan Programs
12:00 Lunch – Provided by Iron Range Resources
12:45 *Northspan Group, Randy Lasky, Director*
*Range Readiness
1:00 *Army Corp of Engineers, Rolland Hamborg, Project Manager*
*569 Grant Program
1:15 *AgStar, John Monson, Vice President*
*Business Community Investment Bonds *New Construction Housing Programs
1:30 *Minnesota Department of Employment & Economic Development, Kristen Lukes, Director*
*Contamination Clean-up *Redevelopment – Grant Programs
1:45 *Minnesota Department of Natural Resources, Scott Kelling, Area Director*
*Recreational Grant Programs
2:00 Break
2:15 *Minnesota Department of Commerce, Brian J. Schnese, State Program Administrator*
*PetroFund - Grant Program
2:30 *Minnesota Housing Partnership, Chip Halbach, Director*
*New Construction Housing Programs – Grant & Loan Programs
2:45 *Greater Minnesota Housing Fund, Steven Griesert, Consultant Community Research Partners*
*New Construction Housing Programs – Grant and Loan Programs
3:00 *Minnesota Housing Financial Agency, Kim Stuart, Single Family Program, Director*
*New Construction Housing Programs – Grant and Loan Programs
3:30 Adjourn



QUOTATION

HONDA
YAMAHA
HARLEY DAVIDSON

FIVE SEASONS SPORTS

Box 360 Hwy. 53
EVELETH, MN 55734
(218) 744-5871

JOHN DEERE
POLARIS
ARGO

DATE 4.14.08

NAME <u>City of Mt. Iron</u>	
ADDRESS _____	
PHONE NO. <u>742-9932</u>	SALESMAN _____
NEW OR USED VEHICLE _____	
<u>John Deere 1435 Front Mount Mower</u>	
<u>2-WHL Drive Diesel</u>	
<u>w/ Deluxe Suspension Seat</u>	
<u>3 ARMRESTS</u>	
<u>62" Rear Discharge Deck</u>	
	<u>13,212.00</u>
ACCESSORIES _____	
FREIGHT _____	
RIGGING OR SETUPS _____	
NOTICE: USED VEHICLE ALLOWANCE SUBJECT TO REAPPRAISAL AT TIME OF SALE. THIS QUOTE GOOD TILL _____ IF NO DATE APPEARS THEN 30 DAYS FROM DATE OF QUOTATION	SUBTOTAL \$ _____
	TAX _____
	LICENSE FEES _____
	TOTAL DELIVERED PRICE \$ _____
	LESS: USED VEHICLE ALLOW. _____
	BALANCE DUE ON DELIVERY \$ _____
ADDITIONAL COMMENTS _____	

To: Mountain Iron Mayor and City Council
From: Sgt. John Backman
Re: March 2008 Statistics
Date:

The Mountain Iron Office of the St. Louis County Sheriff reports the below listed activity for the month of March 2008:

15 Disturbances (arguments, threats, unwanted persons, trespass, 911 hangup)
13 Public assists (car unlocks, roadside assistance, vehicle checks, patrol requests)
3 Suspicious persons/vehicles/circumstance
4 Motor vehicle crashes
5 Welfare checks, suicide threats, neglect/abandon children, runaway/lost/missing
4 Fire & medical
Drug related calls
10 Alarms
3 Assaults
Damage to property
7 Thefts
Burglary/attempted burglary
1 Parking Citations
56 Other calls (civil disputes, child custody, animal complaints, traffic complaints, warrant service, miscellaneous)
77 Traffic stops
21 Traffic related citations
1 DUI
21 Assists: 14 Sheriff's 3 Virginia PD 3 Other PDs 2 MSP
5 inside Mountain Iron

This activity resulted in 10 custodial arrests.



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street • P.O. Box 261
Mt. Iron, MN 55768-0261
tel: 218-735-8914 • fax: 218-735-8923
email: info@bm-eng.com

April 15, 2008

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

Re: City of Mountain Iron
Unity Addition Phase II Residential Development
MI07-1

Dear Mr. Wainio

Enclosed please find Change Order #1 for the above referenced project in the amount of **\$14,870.00**. Please refer to the enclosed change order summary for a complete breakdown of approximate additional quantities and associated costs.

This change order is required in order to correct the existing drainage problems located within the Diamond Lane cul-de-sac. This area was evaluated for correction several years ago and at that time it was not cost effective to complete the corrective work. However, it now would make sense to complete the work for a couple of reasons. First, the new roadway for Unity Addition Phase II will connect to this cul-de-sac and contribute additional storm water flow to this area. Secondly, now is the most cost effective time to complete the work since the City has a Contractor (USA) currently on the Unity Phase II project and will have personnel in the vicinity.

Should the change order be approved at the April 21st council meeting, please sign and date three (3) copies of Change Order #1 and return all copies to our office. We will forward the change order to the Contractor for signatures, and return a fully executed copy to your office.

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

Sincerely,
Benchmark Engineering, Inc.



Eric E. Fallstrom, P.E.

Enclosures

CHANGE ORDER

Order No. 1

Date: 4/15/08

NAME OF PROJECT/PROJECT NO: Unity Addition Phase II Residential Development / MI07-1
OWNER: City of Mountain Iron
CONTRACTOR: Utility Systems of America, Inc.
P.O. Box 706, 1280 Industrial Park Drive, Eveleth, MN 55734
ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

This change order is required for the corrective measures necessary in the Diamond Lane cul-de-sac directly adjacent to the project. The curb within the cul-de-sac will need removal and replacement in order to ensure adequate drainage. In addition, an overlay of the cul-de-sac will be required to match to the new curb.


The following changes are hereby made to the CONTRACT DOCUMENTS:

A total of **\$14,870.00** is added to the final contract amount. Please refer to the attached summary for a detailed breakdown of approximate additional quantities.

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ <u>924,077.60</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ <u>924,077.60</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>increased</u> by:	\$ <u>14,870.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>938,947.60</u>

Final Contract Completion Date: July 30, 2008

Recommended by:	<u></u>	<u>4-15-08</u>
	Engineer (Authorized Signature)	Date:
Approved by:	_____	_____
	Owner (Authorized Signature)	Date:
Accepted by:	_____	_____
	Contractor (Authorized Signature)	Date:



CITY OF MOUNTAIN IRON

Change Order #1 - Summary

UNITY ADDITION PHASE II ADDITIONAL WORK (DIAMOND LANE CUL-DE-SAC)

Mountain Iron, MN

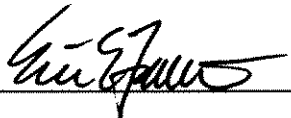
Project No. : MI07-1

APPROXIMATE

SPEC. NO	ITEM	UNITS	ADDTL PROJECT QUANTITIES	UNIT COST	ADDTL TOTAL AMOUNT
2104.501	REMOVE CURB & GUTTER	LIN.FT.	160.0	\$5.00	\$800.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD	35.0	\$10.00	\$350.00
2211.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	30.0	\$20.00	\$600.00
2350.501	TYPE LV4 WEARING COURSE MIXTURE (B)	TON	125.0	\$70.00	\$8,750.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	64.0	\$2.50	\$160.00
2531.501	CONCRETE CURB & GUTTER DES. D418	LIN. FT.	160.0	\$12.00	\$1,920.00
2531.618	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	35.0	\$50.00	\$1,750.00
2575.505	SODDING LAWN TYPE	SQ. YD.	90.0	\$6.00	\$540.00

ESTIMATED CHANGE ORDER #1 TOTAL: \$14,870.00

BENCHMARK ENGINEERING, INC.



COUNCIL LETTER 042108-IVG1
CABLE COMMISSION
FRANCHISE AGREEMENT

DATE: April 16, 2008
FROM: Cable Commission
Craig J. Wainio
City Administrator

The Cable Commission has reviewed the enclosed franchise agreement with Mediacom and recommends that the City Council approves and execute the franchise agreement.

DRAFT FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Mountain Iron, Minnesota, hereinafter referred to as “the Franchising Authority” and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1984, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- F. “Franchising Authority” means the City of Mountain Iron, Minnesota.

- G. "Grantee" means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.
- H. "Gross Revenues" means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Basic Cable Services, optional video programming service tiers, pay per channel and pay per view services, install and reconnect fees, equipment rental fees, advertising revenue in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, late fees, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- I. "PEG" means public, educational, and government access video programming.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- M. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair,

replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

2.3 Other Authorizations. The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations. In addition to the foregoing, the Franchising Authority in consideration of the benefits conferred upon it by the Grantee's investment in the cable related needs and interests of the Franchising Authority, the Franchising Authority agrees that neither it nor any utility under its control and/or ownership commences provision of Cable Service in any part of Grantee's Service Area.

SECTION 3 **Standards of Service**

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.

3.7 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

3.9 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are within One Hundred Fifty (150) feet its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

SECTION 4 **Regulation by the Franchising Authority**

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within 60 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the

then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

4.6 PEG Access. Grantee will continue to provide to the Franchising Authority throughout the term of this franchise the current Access channel currently in use by the Franchising Authority. In accordance with federal law, Grantee will be entitled to use any PEG access channel capacity for the provision of other services at any time such channel capacity is not being used for the designated PEG access purposes.

SECTION 5
Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6
Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

SECTION 7
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public

hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8
Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

If at any time during the term of this franchise, federal, state or local law permits any provider of video programming to provide services such as those provided pursuant to this franchise either without obtaining a franchise from the Franchising Authority or on terms or conditions more favorable than those applicable to the Grantee, then this franchise shall at the sole discretion of the Grantee: (1) cease to be in effect; or (2) be deemed to expire at a date prior to the original expiration date selected by the Grantee; or (3) will be automatically reformed to grant to the Grantee the more favorable terms, benefits and conditions available to the other provider.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Of Mountain Iron
Attn: City Administrator
8586 Enterprise Drive South
Mountain Iron, MN 55768

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC
Vice President, Regulatory
& Legal Affairs
100 Crystal Run Road
Middletown, New York 10941

With a copy to:

Mediacom Minnesota LLC
Regional Vice President
1504 Second Street Southeast
Waseca, MN 56093

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.5 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.7 Term and Effective Date. The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This Franchise shall be for a term of fifteen (15) years from the date of Grantee's acceptance.

Considered and approved this _____ day of _____, 20_____.

City of Mountain Iron: _____

Signature: _____

Printed Name: _____

Title: _____

Mediacom Minnesota LLC: _____

Signature: _____

Printed Name: _____

Title: _____

COUNCIL LETTER 042108-VA

CITY COUNCIL

IRR PROJECTS

DATE: April 16, 2008
FROM: Craig J. Wainio
City Administrator

As request by the City Council, this item is being placed on the agenda. Staff has enclosed a copy of the purpose and qualifications for the IRR program for your review and consideration in determining what projects to submit.

Staff is recommending that the City Council submit an application for the proposed renewable and sustainable energy park.

Councilor Roskoski is requesting the following:

Buy down the cost of upgrading Giorgi Road, Streetcar Grade and Browns Road as was planned in the past but only if the property owners along the route want it done.

Buy down the cost of upgrading Spring Park Road area in regard to sewer – water- road paving but only if the property owners along the route want it done.

A cooperative grant application with Virginia (\$150,000 each) for upgrading the Southern Drive and Unity Drive crossings on the CN Rail line to quite zone standards.

PURPOSE

Public Works Infrastructure grants provide funds for cities and townships that can be used specifically for infrastructure needs that support community and economic development.

I. APPLICANT ELIGIBILITY

Eligible applicants include cities and townships in the region statutorily defined as the Taconite Assistance Area (TAA) M.S. §273.1341. A non-profit organization, utility, department, board or other public entity may apply through the city or township in which it is located.

II. PROJECT ELIGIBILITY

Eligible projects are publicly owned infrastructure, including wastewater collection and treatment, drinking water, storm sewers, utility extensions, site improvements and streets that support community business development.

III. FUNDING

It is the intent of Iron Range Resources to limit grant awards to a maximum of \$350,000; however, the agency reserves the right to grant awards higher than this amount should circumstances warrant.

IV. EVALUATION AND CRITERIA

(A) ECONOMIC IMPACT – *Priority #1*

The proposed project should demonstrate its economic impact in the following areas:

- Adding new development
- Attracting essential services
- Attracting future development
- Attracting new investment to the area
- Broadening the local tax base
- Correcting a water or sewer violation that is a health/safety issue or an issue that prevents capacity building
- Creating new jobs or construction jobs
- Financial sustainability of the project
- Removing barriers to economic growth

(B) LEVERAGE – *Priority #2*

Loans, grants, equity or other financial incentives, from sources other than Iron Range Resources, must be leveraged at a minimum of 1:1.

**COUNCIL LETTER 042108-VIA
ADMINISTRATION
RESOLUTION NUMBER 18-08**

DATE: April 16, 2008
FROM: Craig J. Wainio
City Administrator

Resolution Number 18-07 accepts the report and orders a hearing for the proposed improvement of Unity Drive based upon a petition filed and received from Mr. Len Roskoski. The road would be further extended to the west from South Grove approximately 250 feet to service a proposed single family dwelling.

It is recommended that the City Council adopt Resolution Number 18-08 Accepting Petition.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 18-08

RECEIVING REPORT AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to Resolution Number 15-08 of the City Council adopted April 7, 2008, a report has been prepared by Benchmark Engineering with reference to the improvement of Unity Drive between the Northwest corner of Section 14 to approximately 250 feet east of the Northwest corner of Section 14, T58M, R18W by construction and this report was received by the City Council on April 21, 2008, and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; and the estimated cost of the improvement as recommended.

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

1. The City Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$15,000.
2. A public hearing shall be held on such proposed improvement on the 5th day of May, 2008, in the Mountain Iron Room of the Community Center at 6:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF APRIL, 2008.

Mayor Gary Skalko

ATTEST:

City Administrator



**FEASIBILITY REPORT
FOR
UNITY DRIVE – GRAVEL ROADWAY EXTENSION
(SOUTH GROVE)**

CITY OF MOUNTAIN IRON, MINNESOTA

**BENCHMARK ENGINEERING INC.
PROJECT NO. MI08-18**

PREPARED BY:

**BENCHMARK ENGINEERING, INC.
8878 Main Street • P.O. Box 261 • Mt. Iron, MN 55768-0261
(218) 735-8914 Telephone • (218) 735-8923 Fax**

I hereby certify that this specification or report was prepared by me, or under my supervision, and that I am a duly licensed Professional Engineer, under the laws of the State of Minnesota.

Signature 

Printed Name Eric E. Fallstrom, P.E.

Date 4-16-08

License No. 40351

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- APPENDIX B: DETAILED COST ESTIMATE

BACKGROUND

The purpose of this feasibility report is to consider the gravel surface improvements of Unity Drive, easterly from the current terminus of the gravel roadway within South Grove, to provide access to proposed residential housing lots.

The improvement project was initiated by a petition to the City of Mountain Iron on March 27, 2008.

LOCATION

The gravel surface improvement area of Unity Drive is within the existing City of Mountain Iron road right-of-way from the end of the existing gravel roadway located at the northwest corner of Section 14, T58N, R18W, and continuing approximately 250 feet east of the northwest corner of Section 14, T58N, R18W located within the City of Mountain Iron, Minnesota.

EXISTING CONDITIONS

Unity Drive, from the northwest corner of Section 14, T58N, R18W to a point approximately 250 feet east, is currently an all terrain vehicle type trail which varies in width and meanders along the centerline of the City of Mountain Iron's road right-of-way.

PROPOSED IMPROVEMENTS

The proposed gravel surface improvements to Unity Drive will include clearing and grubbing, grading, and placement of class 5 gravel material to provide access to the proposed residential housing lots located adjacent to Unity Drive. The right of way shall be cleared and grubbed, topsoil shall be salvaged, and geotextile fabric and class 5 gravel material will be placed and compacted in order to provide a adequate gravel access roadway.

The drainage adjacent to the proposed gravel roadway shall also be examined in order to determine if any roadway culverts and/or ditching adjacent to the roadway extension will be required.

PERMITS

No permits are required for the gravel surfacing of this portion of Unity Drive.

OPINION OF COST SUMMARY

The estimated cost for the proposed improvements including a construction contingency is as follows:

Estimated Construction Cost: \$13,432

Please refer to the enclosed preliminary estimate of cost enclosed in Appendix B.

Financing methods are to be determined by the Mountain Iron City Council.

FEASIBILITY

The proposed improvements are deemed feasible from an engineering standpoint. The improvement and extension of Unity Drive for this short segment will provide an adequate access for residential lot owners adjacent to Unity Drive.

Should this segment of Unity Drive between Diamond Lane and Park Drive ever be connected, a complete evaluation of the subgrade materials, soil borings and a 9-ton roadway design will be necessary.

The economic feasibility will need to be determined by the City of Mountain Iron.

APPENDIX A: AREA LOCATION MAP

APPENDIX B: DETAILED COST ESTIMATE




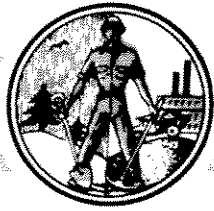
ENGINEER'S PRELIMINARY ESTIMATE OF COST
UNITY DRIVE GRAVEL SURFACE IMPROVEMENTS - FEASIBILITY STUDY
MOUNTAIN IRON, MINNESOTA
PROJECT NO.: MI08-18

ITEM NO.	ITEM	UNITS	ITEM COST	PROJECT QUANTITIES	TOTAL AMOUNT
2101.502	CLEARING & GRUBBING	LUMP SUM	\$1,000.00	1.0	\$1,000.00
2105.501	COMMON EXCAVATION	CU. YD.	\$8.00	160.0	\$1,280.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	\$2.50	680.0	\$1,700.00
2211.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	\$25.00	160.0	\$4,000.00
2503.511	24" CP PIPE SEWER	LIN. FT.	\$40.00	40.0	\$1,600.00
2503.515	24" CP APRON	EACH	\$450.00	2.0	\$900.00
2511.501	RANDOM RIPRAP CLASS III	CU. YD.	\$50.00	14.0	\$700.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	\$500.00	1.0	\$500.00

SUBTOTAL: \$11,680.00
CONTINGENCY (15%): \$1,752.00

ESTIMATED CONSTRUCTION COST: \$13,432.00


 BENCHMARK ENGINEERING, INC.



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 19-08

ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvement of the South Grove Tennis by reconstruction, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Mesabi Bituminous	\$98,717.50
C & C Winger	\$112,608.25
SK Excavating	\$114,028.40
Bougalis Construction	\$119,607.38
Louis Luestek	\$123,923.75
Nels Nelson & Sons	\$128,947.55
Veit & Company	\$131,856.00
Ulland Brothers	\$141,262.75

AND WHEREAS, it appears that Mesabi Bituminous of Gilbert, Minnesota is the lowest responsible bidder,

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Mesabi Bituminous of Gilbert, Minnesota in the name of the City of Mountain Iron for the South Grove Tennis by reconstruction according to the plans and specifications therefore approved by the City Council and on file in the Office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF APRIL, 2008.

Mayor Gary Skalko

ATTEST:

City Administrator



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street • P.O. Box 261
Mt. Iron, MN 55768-0261
tel: 218-735-8914 • fax: 218-735-8923
email: info@bm-eng.com

April 15th, 2008

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

Re: South Grove Tennis Court Reconstruction
City of Mountain Iron
Project No. MI08-1

Dear Mr. Wainio

Bids were received on April 15, 2008 for the above referenced project. A total of eight (8) bids were received and upon tabulation the low bidder for the project is Mesabi Bituminous, Inc. A copy of the bid tabulation is enclosed.

If the City of Mountain Iron intends to award at its April 21st, 2008 City Council Meeting, it is recommended that you award the bid to Mesabi Bituminous, Inc. in the amount of **\$98,717.50**.

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

Sincerely,
Benchmark Engineering, Inc.

Eric E. Fallstrom, P.E.



BENCHMARK
ENGINEERING, INC.

April 15th, 2008

BID TABULATION
South Grove Tennis Court Reconstruction
PROJECT NO.: M108-1
CITY OF MOUNTAIN IRON, MINNESOTA

SPEC. NO	ITEM	UNITS	PROJECT QUANTITIES	ITEM COST	TOTAL AMOUNT	Mesabi Bituminous		C & C Winger		SK Excavating	
						UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT
2104 505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	1,630.0	\$3.00	\$4,890.00	\$2.00	\$3,260.00	\$4.00	\$6,520.00	\$1.00	\$1,630.00
2104 509	REMOVE POST (TENNIS POSTS)	SET	2.0	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
2104 513	SAWING PAVEMENT - FULL DEPTH	LIN. FT.	15.0	\$8.00	\$120.00	\$6.00	\$90.00	\$5.00	\$75.00	\$10.00	\$150.00
2104 513	SAWING PAVEMENT - 2" DEPTH	LIN. FT.	236.0	\$5.00	\$1,180.00	\$2.00	\$472.00	\$2.00	\$472.00	\$2.50	\$590.00
2105 501	COMMON EXCAVATION	CU. YD.	1,930.0	\$10.00	\$19,300.00	\$7.00	\$13,510.00	\$6.00	\$11,580.00	\$9.50	\$18,335.00
2105 535	SELECT GRANULAR BORROW (CV)	CU. YD.	1,650.0	\$10.00	\$16,500.00	\$8.00	\$13,200.00	\$8.00	\$13,200.00	\$11.50	\$18,975.00
2105 604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	1,650.0	\$2.00	\$3,300.00	\$1.25	\$2,062.50	\$1.50	\$2,475.00	\$2.50	\$4,125.00
2211 503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	285.0	\$20.00	\$5,700.00	\$16.00	\$4,560.00	\$18.00	\$5,130.00	\$18.00	\$5,130.00
2350 501	TYPE LV5 WEARING COURSE MIXTURE (B)	TON	145.0	\$70.00	\$10,150.00	\$85.00	\$12,325.00	\$88.00	\$12,760.00	\$84.00	\$12,180.00
2350 501	TYPE LV4 WEARING COURSE MIXTURE (B)	TON	140.0	\$70.00	\$9,800.00	\$85.00	\$11,900.00	\$77.50	\$10,850.00	\$74.00	\$10,360.00
2357 502	BIT. MATERIAL FOR TACK COAT	GAL.	85.0	\$2.00	\$170.00	\$3.00	\$255.00	\$3.25	\$276.25	\$3.00	\$255.00
2502 501	4" PRECAST CONCRETE HEADWALL	EACH	1.0	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00
2502 541	4" PERFORATED TP PIPE DRAIN W/ SOCK	LIN. FT.	620.0	\$10.00	\$6,200.00	\$6.25	\$3,875.00	\$5.00	\$3,100.00	\$7.00	\$4,340.00
2502 602	4" TP FLUSHING & OBSERVATION RISER	EACH	5.0	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$450.00	\$2,250.00	\$300.00	\$1,500.00
2540 601	TENNIS COURT SURFACING & STRIPING	LUMP SUM	1.0	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,666.00	\$6,666.00
2540 601	TENNIS NET SUPPORT POSTS	SET	2.0	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
2557 602	F & I FENCING (10' CHAIN LINK & POSTS)	LIN. FT.	456.0	\$32.00	\$14,592.00	\$43.00	\$19,608.00	\$57.50	\$26,220.00	\$41.65	\$18,992.40
2557 603	SITE SECURITY / SECURITY FENCE	LUMP SUM	1.0	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$100.00	\$100.00
2575 555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
					\$118,102.00	\$98,717.50	\$112,608.25	\$114,028.40			

Sue Spauls
BENCHMARK ENGINEERING, INC.

Bougalis Construction		Louis Leustek & Sons, Inc.		Nels Nelson & Sons, Inc.		Veit & Company, Inc.		Ulland Brothers, Inc.	
UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT	UNIT AMOUNT	TOTAL AMOUNT
\$3.00	\$4,890.00	\$3.00	\$4,890.00	\$1.34	\$2,184.20	\$2.00	\$3,260.00	\$1.75	\$2,852.50
\$500.00	\$1,000.00	\$150.00	\$300.00	\$342.67	\$685.34	\$150.00	\$300.00	\$145.00	\$290.00
\$6.50	\$97.50	\$2.50	\$37.50	\$9.45	\$141.75	\$4.00	\$60.00	\$6.25	\$93.75
\$25.00	\$5,900.00	\$1.50	\$354.00	\$1.73	\$408.28	\$1.50	\$354.00	\$3.60	\$849.60
\$7.50	\$14,475.00	\$9.45	\$18,238.50	\$11.60	\$22,388.00	\$11.00	\$21,230.00	\$14.80	\$28,564.00
\$12.50	\$20,625.00	\$11.50	\$18,975.00	\$13.63	\$22,489.50	\$13.90	\$22,935.00	\$17.50	\$28,875.00
\$1.10	\$1,815.00	\$1.75	\$2,887.50	\$1.42	\$2,343.00	\$1.20	\$1,980.00	\$2.29	\$3,778.50
\$20.00	\$5,700.00	\$28.25	\$8,051.25	\$26.92	\$7,672.20	\$21.00	\$5,985.00	\$21.00	\$5,985.00
\$89.25	\$12,941.25	\$85.00	\$12,325.00	\$106.40	\$15,428.00	\$89.00	\$12,905.00	\$87.55	\$12,694.75
\$89.25	\$12,495.00	\$85.00	\$11,900.00	\$102.44	\$14,341.60	\$89.00	\$12,460.00	\$87.55	\$12,257.00
\$3.15	\$267.75	\$3.00	\$255.00	\$2.86	\$243.10	\$3.00	\$255.00	\$3.09	\$262.65
\$300.00	\$300.00	\$500.00	\$500.00	\$196.40	\$196.40	\$380.00	\$380.00	\$275.00	\$275.00
\$9.00	\$5,580.00	\$7.50	\$4,650.00	\$7.14	\$4,426.80	\$10.50	\$6,510.00	\$9.15	\$5,673.00
\$500.00	\$2,500.00	\$410.00	\$2,050.00	\$428.55	\$2,142.75	\$475.00	\$2,375.00	\$800.00	\$4,000.00
\$6,500.00	\$6,500.00	\$13,140.00	\$13,140.00	\$6,498.74	\$6,498.74	\$6,220.00	\$6,220.00	\$5,800.00	\$5,800.00
\$1,200.00	\$2,400.00	\$1,120.00	\$2,240.00	\$1,230.43	\$2,460.86	\$1,178.00	\$2,356.00	\$1,460.00	\$2,920.00
\$43.73	\$19,940.88	\$43.75	\$19,950.00	\$48.13	\$21,947.28	\$46.00	\$20,976.00	\$43.00	\$19,608.00
\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,101.22	\$1,101.22	\$2,315.00	\$2,315.00	\$1,900.00	\$1,900.00
\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	\$1,848.53	\$1,848.53	\$9,000.00	\$9,000.00	\$4,584.00	\$4,584.00
	\$119,607.38		\$123,923.75		\$128,947.55		\$131,856.00		\$141,262.75

COUNCIL LETTER 042108-VIC
PLANNING AND ZONING
COMPREHENSIVE PLAN

DATE: April 16, 2008
FROM: Planning and Zoning Commission
Craig J. Wainio
City Administrator

Previously a copy of the new comprehensive plan was mailed to you for your review and consideration. The Planning and Zoning Commission has held a public hearing on the proposed plan and is recommending City Council approval of the new Mountain Iron Comprehensive Plan.

**PLANNING & ZONING COMMISSION MEETING
MOUNTAIN IRON, MINNESOTA
MARCH 24, 2008**

CALL TO ORDER:

The regular meeting of the Mountain Iron Planning and Zoning Commission was called to order by Chairman Steve Skogman at 7:00 p.m. Present were: Ray Saari, Joe Piersig, Vicky Juntunen and Chairman Steve Skogman. Also present were: Zoning Administrator Jerry D. Kujala and Council Representative Tony Zupancich. Absent members included: Barb Fivecoate, Margaret Soyring, and Jim Giorgi.

APPROVAL OF MINUTES:

A motion was made by Saari with support from Piersig to accept the minutes of the February 25, 2008, meeting, as written. The motion carried.

PUBLIC FORUM:

A motion was made by Skogman with support from Saari to adjourn the regular meeting at 7:18 p.m. for a public hearing to receive comments on the proposed Mountain Iron Comprehensive Plan. The motion carried.

Mr. Josh Bergstad, Arrowhead Regional Development Commission, addressed the Commission and explained the changes that were made in the report to the Executive Summary and the demographic addendum. Mr. Roskoski addressed Mr. Bergstad and questioned the location of a couple of areas. Mr. Bergstad said he would be sending out final review drafts.

At 7:37 p.m., a motion was made by Saari with support from Piersig to close the public hearing and reconvene the meeting. The motion carried.

ZONING ADMINISTRATOR'S REPORT:

Mr. Klimek's dumpsters have been removed from the downtown area. Mr. Kujala received notice from Walgreen's that the contractor would be coming in to apply for a permit for the fence. In regards to the home in West Virginia that was supposed to have its final inspection, Jerry has not had a response to the letter he mailed out. He also has not had an answer from Mr. Schlotec from his correspondence with him.

UNFINISHED BUSINESS:

Mr. Larry Nelson, owner of Ztech, was present and explained to the commission that there had been a misunderstanding and he had thought he had applied for a permit but could find no back up. He said he would be applying for a permit and move the sign as soon as weather permits.

NEW BUSINESS:

A public notice to property owners and residents of Mountain Iron regarding changes in the permitting process will be mailed out to all residents by Mr. Kujala.

A complaint letter that was forwarded to the commission was discussed. Mr. Kujala is to get examples of Rental Property Ordinances and Standards from the League of Minnesota Cities.

ADJOURN:

At 8:23 p.m., a motion was made by Skogman with support from Saari to adjourn the meeting with unanimous support.

Submitted by:

Vicky Juntunen
Acting Secretary



Community Visions...Regional Success

221 West First Street
Duluth, MN 55801
1-800-232-0701

www.arrowheadplanning.org

April 2, 2008

Mountain Iron City Council
Mountain Iron City Hall
8586 South Enterprise Drive
Mountain Iron, MN 55768

Dear City Council Members,

On March 24, 2008, following a public hearing, the Mountain Iron Planning Commission unanimously voted to recommend adoption of the Mountain Iron Comprehensive Plan (2008). I have enclosed the recommended version of the Comprehensive Plan and an executive summary. Please contact me if you have any questions regarding the Comprehensive Plan or its implementation. It has been a pleasure working with the City of Mountain Iron during this planning process.

Sincerely,

A handwritten signature in black ink that reads 'Josh Bergstad'. The signature is written in a cursive style.

Josh Bergstad
Planner

encs.

Brianna Forseen
PO Box 514
Mountain Iron MN 55768

April 11, 2008

Mountain Iron Mayor and City Council Members
8586 Enterprise Drive South
Mountain Iron MN 55768

RE: Iron Range Youth in Action

Dear Mayor and Council Members:

Enclosed please find a letter from the Iron Range Youth in Action regarding a trip to New Orleans to assist residents in rebuilding their homes. I and 24 other Mountain Iron-Buhl students will be participating in the Project and are requesting that you partner with us in this Project. The cost, as listed, is \$700 per student. If you could sponsor one or two students to participate in this Project, it would be greatly appreciated. We are seeking all donations for the students to achieve a partnership with the Communities to complete the Project and trip. I understand that the City can participate in this Project with the use of Charitable Gambling Funds received by the City.

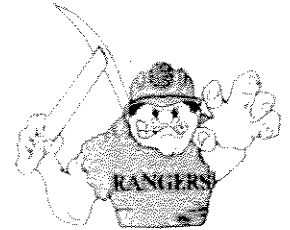
Thank you in advance for any contribution that you are willing to make.

Sincerely, _



Brianna Forseen
Iron Range Youth in Action Member

Enclosure



March 18, 2008

Good Morning,

The Mt. Iron/Buhl Iron Range Youth in Action kids are heading to New Orleans in July to help build homes for those who lost theirs in the wake of Hurricane Katrina. Our kids recognize that reaching out to those in need is a fundamental purpose in our lives. Being a humanitarian is a hands-on effort and our kids are up to the task. Students from the MI-B High School will depart for New Orleans in July. These students will be joined by students from four other high schools on the Iron Range. Together they will work to rebuild homes. We are asking for your help in making this experience possible for our area kids.

The cost to each student to participate is \$700.00 which includes transportation, lodging, and meals while in New Orleans. Any additional expenses will be covered by Iron Range Youth in Action. This project is a partnership between IRYA and Habitat for Humanity's, Operation Home Delivery program.

Please join us in becoming a partner as we send our kids south to help rebuild our fellow Americans lives.

PARTNERS and Iron Range Youth in Action organize this event. **PARTNERS** evolved from the St. Louis County Task Force on Children and Youth, and has been in existence since 1989. If you have any questions about our organization, our activities, or this project, please feel free to call us. We're always available to answer your questions and hear your suggestions. www.iryia.org

Thank you for making a commitment to the youth of the Iron Range and the MI-B Youth Rebuilding Lives Project.

Sincerely,

A handwritten signature in cursive script that reads "Christopher T. Ismil".

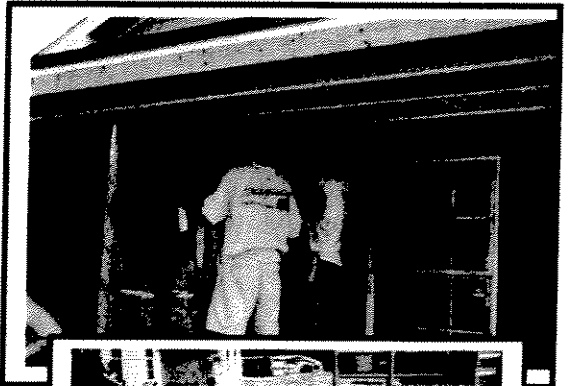
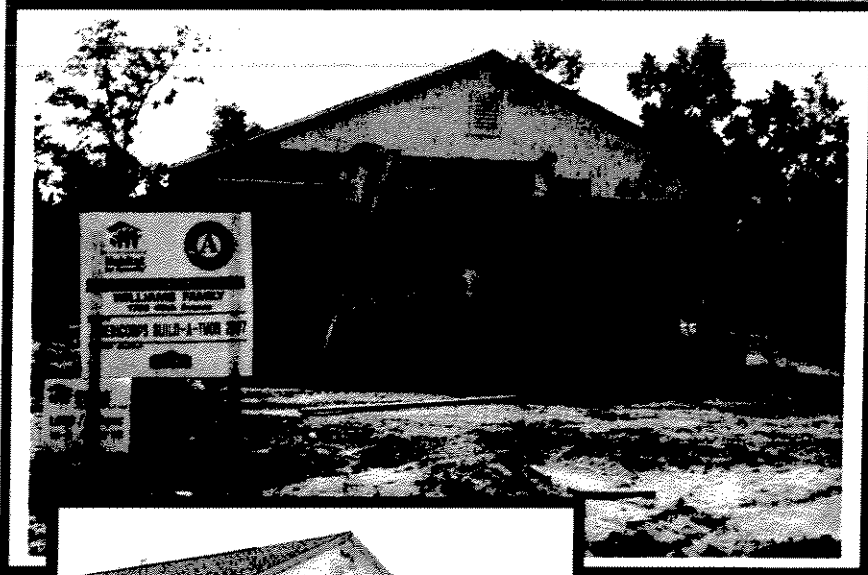
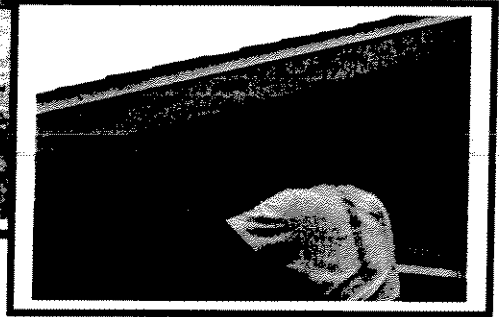
Christopher Ismil
Director - Iron Range Youth In Action
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Virginia, MN 55792
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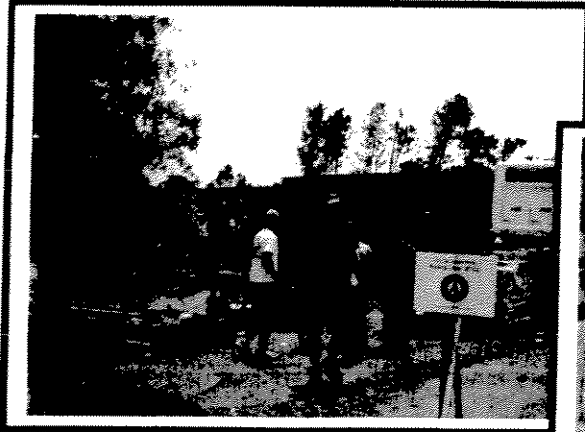
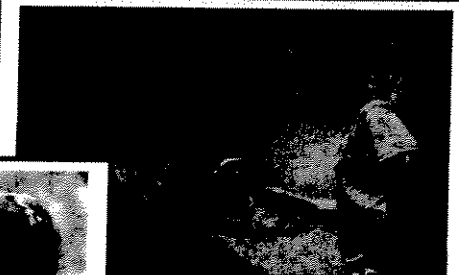
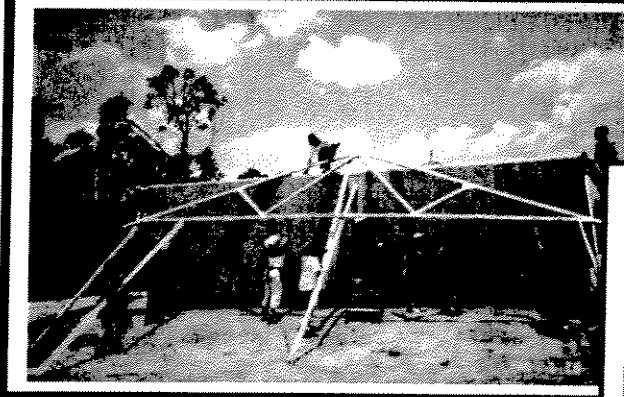


67 Woman sorts through the debris of her home, destroyed by Hurricane Katrina.



June 23-29
2007
Gulf Port
Mississippi





Dear Sirs,

On behalf of the Mt. Iron Buhl Archery team, I'm giving you this letter to ask for your help.

Our team recently competed in the Minnesota State Archery tournament in Becker, MN & placed 2nd in the state middle school division & 3rd in the state high school division. During this tournament kids are also scored individually. Jordan Tawyea finished 1st in the state middle school individuals division & Jared Schultz finished 3rd in the state elementary individuals division, this qualified both of them a chance to represent the state of Minnesota at the National Archery tournament in Louisville, Kentucky on May 10th 2008.

Please help Jordan & Jared's dreams come true by sending monetary donations to MIB Archery. If you have any questions you can contact Wendy Bartol @ 254-3458 or Coach Dan Violette @ 258-2260
Thank You!

C/O
Wendy Bartol (Kober)
430 2nd Street NW
Chisholm, MN 55719

C/O
Dan Violette
7225 N. Dark Lake Road
Britt, MN 55710