

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, MAY 7, 2007 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the April 10, 2007 Board of Review Meeting (#1-3)
 - B. Minutes of the April 16, 2007 Regular Meeting (#4-25)
 - C. Minutes of the April 18, 2007 Board of Review Meeting (#26-27)
 - D. Communications (#85-90)
 - E. Receipts
 - F. Bills and Payroll
- III. Public Forum
 - A. Public Hearing – 16th Avenue Improvements (#28-32)
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Labor Management Meeting (#33)
 - B. City Administrator's Report (#34)
 - C. Director of Public Works Report
 - 1. Parkville Lift Station (#35)
 - 2. Large Trash Pickup (#36-37)
 - D. Director of Parks and Recreations Report
 - 1. Caretakers Agreement (#38-40)
 - 2. Office of Job Training Request (#41-42)
 - 3. South Grove Restroom Remodeling (#43-45)
 - E. Library Director
 - 1. Furniture Quotes (#46-56)
 - F. Sheriff's Department Report
 - G. City Engineer's Report
 - H. Personnel Committee
 - 1. Temporary Summer Workers (#57)
 - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution 22-07 Ordering Improvement (#58-59)
 - B. Resolution 23-07 Charitable Gambling (#60-64)
 - C. Resolution 24-07 Bank Authorization (#65-67)
 - D. Resolution 25-07 Authorizing Mutual Aid Agreement (#68-78)
 - E. Temporary Liquor License (#79-83)
 - F. Street Car Grade Road Improvements (#84)
 - G. Communications (#85-90)
- VII. Open Discussion
- VIII. Announcements
- IX. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
BOARD OF REVIEW
APRIL 10, 2007

Mayor Skalko called the meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Also present were: Jill M. Forseen, Municipal Services Secretary; and John Jokinen, Residential Appraiser for Saint Louis County.

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 11 percent.

The Residential Appraiser also advised the Council that the Mayor had been the only one trained by the County regarding the Board of Review meetings and he suggested that other Council members consider attending the training to maintain local control of the Board of Review meetings.

Glen Avikainen, 8750 Fairview Lane, Mountain Iron, Parcel Code 175-0055-00300, the valuation went from \$69,600 in 2006 to \$77,200 in 2007.

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

Stephen Skogman, 8867 Quartz Street, Mountain Iron, Parcel Code 175-0020-00820, the valuation went from \$88,200 in 2006 to \$97,900 in 2007.

It was moved by Roskoski and supported by Skalko to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0020-00820. The motion carried.

Sarah Skogman, represented by Stephen Skogman, 5724 Mountain Avenue, Mountain Iron, Parcel Code 175-0020-00170, the valuation went from \$51,900 in 2006 to \$57,600 in 2006.

It was moved by Prebeg and supported by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0020-00170. The motion carried.

John Majetich, 8609 Mud Lake Road, Mountain Iron, Parcel Code 175-0071-01616, the valuation went from \$86,600 in 2006 to \$96,100 in 2007.

It was moved by Zupancich and supported by Stanaway to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0071-01616. The motion carried.

Steve Christofferson, 5747 Marble Avenue, Parcel Code 175-0010-01130, the valuation went from \$86,700 in 2006 to \$96,300 in 2007. He said that he paid \$79,000 in October of 2006 when he purchased the property and it was appraised at \$85,900 by Culbert Realty.

It was moved by Roskoski and supported by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0010-01130. The motion carried.

Harold McGregor, 4860 Butler Road, Mountain Iron, Parcel Code 175-0071-05023, the valuation went from \$166,500 in 2006 to \$184,800 in 2007. He said that the house was built in 1976.

It was moved by Prebeg and supported by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0071-05023. The motion carried.

Joseph Scinto, 8781 Fairview Lane, Mountain Iron, Parcel Code 175-0055-01210, valuation went from \$126,500 in 2006 to \$140,500 in 2007. After further discussion, Mr. Scinto withdrew his appeal.

David Bratulich, 8765 Fairview Lane, Mountain Iron, Parcel Code 175-0055-01530, valuation went from \$85,700 in 2006 to \$95,100 in 2007.

It was moved by Stanaway and supported by Zupancich to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0055-01530. The motion carried.

Gloria Nankervis, 8388 Spruce Drive, Mountain Iron, Parcel Code 175-0012-00340, valuation went from \$102,100 in 2006 to \$113,300 in 2007. She requested that their valuation be reduced by at least \$10,000 due to the condition of the adjoining property behind them.

It was moved by Prebeg and supported by Stanaway to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0012-00340 with regard to the neighboring property having excessive junk on their property. The motion carried.

William Luzovich, 5456 Heather Avenue, Mountain Iron, Parcel Code 175-0071-01245, valuation went from \$120,600 in 2006 to \$133,900 in 2007. Mr. Luzovich said that he has a portion of his property that is unusable due to a power line easement through it.

It was moved by Skalko and supported by Roskoski to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0071-01245. The motion carried.

Larry Tviet, 5494 Carnation Avenue, Mountain Iron, Parcel Code 175-0013-00020, valuation went from \$93,600 in 2006 to \$103,800 in 2007. He said that he had an appraisal completed on his property for a home improvement loan in 2005 and it was appraised at \$90,000.

It was moved by Roskoski and supported Skalko to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0013-00020. The motion carried.

Matthew Kishel, 5483 Bluebell Avenue, Mountain Iron, Parcel Code 175-0013-00170, valuation went from \$68,000 in 2006 to \$75,500 in 2007. After further discussion, Mr. Kishel withdrew his appeal.

Rainer Makirinne, 4917 Spirit Lake Road, Mountain Iron, Parcel Code 175-0058-00100, valuation went from \$186,900 in 2006 to \$207,500 in 2007.

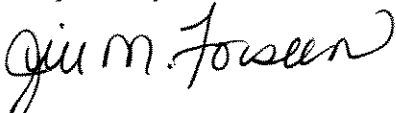
It was moved by Skalko and supported by Roskoski to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0058-00100. The motion carried.

Paul Jarvi, 4913 Spirit Lake Road, Mountain Iron, Parcel Code 175-0058-00110, valuation went from \$140,400 in 2006 to \$155,800 in 2007 and **Parcel Code 175-0058-00210**, valuation went from \$14,300 in 2006 to \$15,900 in 2007.

It was moved by Skalko and supported by Stanaway to direct the Saint Louis County Residential Appraiser to re-evaluate parcel 175-0058-00110 and 00210. The motion carried.

At 7:38 p.m., it was moved by Prebeg and supported by Stanaway to recess the Board of Review Meeting until Wednesday, April 18, 2007 at 6:30 p.m. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

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MINUTES
MOUNTAIN IRON CITY COUNCIL
APRIL 16, 2007

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works;; Sam Aluni, City Attorney; Rick Feiro, Sergeant; and Tom Cvar, Fire Chief; and Rod Flannigan, City Engineer (entering at 6:38 p.m.)

The Mayor welcomed the audience and the television viewing audience to the meeting.

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

1. Add the following items to the agenda:
IV. A. 2. Mineland Reclamation Grant
VI. H. Iron Range Youth for Action
2. Approve the minutes of the April 2, 2007, 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 April 1-15, 2007, totaling \$129,492.88, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period April 1-15, 2007, totaling \$185,040.35, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

At 6:36 p.m., it was moved by Zupancich and supported by Stanaway to recess the regular meeting and open the public hearing regarding the Lake Country Power service territory acquisition. The motion carried.

Ernie Gust, 4946 Voss Road, Mountain Iron, said that he picked up the Mountain Iron Public Utility electrical rate list and he questioned why the power cost adjustment was not listed on the rate sheet. The Director of Public Works stated that the power cost adjustment is calculated monthly and sometimes there is no adjustment. Mr. Gust said that he has invested approximately \$2,000 to add the duel fuel heating system to his home. The Director of Public Works requested Mr. Gust to bring in his bills for the past year and City Staff would calculate the comparison for him. Mr. Gust said that he is against the acquisition.

Dennis Benz, 5207 Mineral Avenue, Mountain Iron, said that he also did a cost comparison between Lake Country Power and the Mountain Iron Public Utilities and he found that in the four months that he compared the Mountain Iron Public Utility rates were \$240 higher than Lake Country Power rates. Mr. Benz said that he spent approximately \$4,000 to have dual fuel installed at his home. Mr. Benz asked why the Council is pursuing the utility acquisition. He felt that the current Lake Country Power customers would not gain anything in the proposed acquisition. Mr. Benz said that he was against the acquisition.

Reynold Renzaglia, Chairman of the Utility Advisory Board, explained to the audience that with the off peak energy each customer will still use the same amount of energy. He said that where the customers receive their energy from has a limited supply capability. He said that electricity is 100% efficient where other sources of energy are not as efficient.

At 7:09 p.m., Councilor Roskoski left the meeting.

At 7:10 p.m., Councilor Roskoski returned to the meeting.

Chris Butorac, 4950 Voss Road, Mountain Iron, said that they built their home five years ago and they installed dual fuel at that time. She said that she was angry that they were not notified sooner regarding this proposed acquisition. She also said that she is against the utility acquisition.

The Director of Public Works clarified that only off peak hot water heating was offered to the Mountain Iron utility customers, not dual fuel. He also advised the residents present that the City does offer green energy should anyone desire to purchase it and the cost is approximately \$0.02 cents higher per kwh.

Melvin Anderson, 4971 Highway 7, Mountain Iron, said that he currently has off peak hot water and dual fuel and requested that these items be grandfathered in if the Mountain Iron Public Utilities proceeds with the acquisition. Mr. Anderson said that he was against the utility acquisition.

At 7:20 p.m., it was moved by Prebeg and supported by Zupancich to close the public hearing on the Lake Country Power acquisition and reconvene the regular meeting. The motion carried.

It was moved by Prebeg and supported by Skalko to table the Council vote on the Lake Country Utility acquisition, send it back to the Utility Advisory Board, and seek answers to the questions raised during the public hearing. The motion carried.

During the Mayor's report, he informed the Council that the new Walgreen store had opened to the public on Wednesday, April 11th. He also advised the Council that the expansion for the L & M Supply store had begun and will double the size of their store.

The Mayor explained the April 10th Board of Review meeting to the public. He said that approximately 15 property owners spoke during the meeting and some requested that their

property be re-evaluated. He said that 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 with the State, the County Assessor had to increase both the land and building valuations by 11 percent. The Mayor said that only McKinley and Leonidas had a levy lower than the 2% increase by the City of Mountain Iron.

The Mayor advised the Council that the Downtown Renovation Committee met and reviewed the TEA21 Grant in the amount of \$143,280 with \$35,280 contribution from the City of Mountain Iron to renovate the Downtown area.

The Mayor said that the lots in Unity Second Addition are not yet for sale and the lot prices have not yet been determined, but if there is anyone interested in the parcels to contact the City Administrator.

It was moved by Skalko and supported by Prebeg to donate \$500 to the Summer Work Outreach Program (SWOP) with the contribution being expended from Charitable Gambling Funds. The motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Roskoski to direct City Staff to apply for a Mineland Reclamation Grant to seek funding for a canopy to be constructed over the Locomotive and the Leonidas Merritt Statue. After further discussion, Skalko amended his motion to include additional funds to make upgrades near the intersection of Locomotive Street and Marble Avenue according to the City Engineer and Councilor Roskoski supported his amendment. The amended motion carried.

Councilor Roskoski questioned the City Administrator regarding a Mineland Reclamation Grant through the Economic Development Authority (EDA) for the tailing pond area by Mountain Timber. The City Administrator said that this area would qualify for a Mineland Reclamation Grant and the EDA would be applying for a grant.

Councilor Roskoski asked the City Administrator if there were anymore Emergency Medical Technician applications. The City Administrator said that he has received a total of three applications.

It was moved by Zupancich and supported by Stanaway to authorize the Director of Public Works to donate the sewer rodding machine to the City of Eveleth to be used for parts to repair their machine. The motion carried.

It was moved by Prebeg and supported by Zupancich to direct Staff to call for quotes for asphalt crack sealing for 2007 in the amount of \$15,000 for the City streets and Mesabi Trail in Mountain Iron. After further discussion, Councilor Prebeg amended his motion to include \$15,000, more or less, and Councilor Zupancich supported the amendment. The amended motion carried.

Councilor Roskoski asked when the light, approved on June 19, 2006, for the Downtown basketball court was going to be installed. The Mayor said that the school had authorized the installation of the light and the Director of Public Works would have it installed, weather permitting.

The Council reviewed the Sheriffs Department report for the month of March 2007.

Mayor Skalko asked the Sergeant about a used car dealer that recently located at the corner of Unity Drive and Highway 7 regarding the cars being parked off of the right-of-way.

Councilor Roskoski asked the City Attorney about special assessments with regard to alternate cost appropriation procedures. Councilor Roskoski asked the City Attorney is the City is required to prove that the property value would go up by the amount assessed. The City Attorney said that the law does not require that the City complete evaluations of each property that are subject to an assessment, but the assessment must be proportionately benefit to the property owner versus the general public. The City Attorney said that if there was a contest to a special assessment, then the City Council would have to show that the policy was reasonable. Councilor Roskoski questioned the City Attorney regarding the definition of a cul-de-sac. Mayor Skalko said the current assessment policy is too subjective.

Councilor Roskoski questioned the City Engineer regarding where the property lines were located at Locomotive Park with regard to the installation of the new fence. Councilor Prebeg suggested that City Staff contact U. S. Steel to work jointly on the fencing project because U. S. Steel is required to maintain a fence around their property.

It was moved by Prebeg and supported by Stanaway to accept the recommendation of the Utility Advisory Board and adopted the proposed fees for miscellaneous utility services as presented; (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski voting no.

At 8:01 p.m., Councilor Prebeg left the meeting.

During the Liaison Reports, Councilor Stanaway reported that the Library was currently being painted and they are attempting to stay open during the painting project. He informed the Council that the Library would remain open an extra two hours per day during the Summer with the operating hours being Monday through Thursday from noon to 7 p.m. He said that there would not be any additional costs for staffing for the Library to be open because Staff is scheduling to avoid additional expenses.

The Mayor announced that the summer employment applications are due by April 27, 2007.

Also during the Liaison Reports, Councilor Zupancich reported that the Planning and Zoning Commission is still reviewing the LED signs issue by reviewing policies from other cities. He said that two businesses (Walgreens and Adventures) are currently ignoring the moratorium. He said that the two businesses have been asked to shut off their signs until the issue is resolved.

At 8:04 p.m., Councilor Prebeg returned to the meeting.

Councilor Roskoski asked Councilor Zupancich, Planning and Zoning Commission Liaison, about the Zoning Administrator's request to have a wig wag on southbound Highway 53 and County Road 102.

Councilor Roskoski asked Councilor Stanaway, Library Liaison, about the four lights in the back of the Library that are not currently working and the down spouts coming down from the roof and dumping water directly into the flower pots, when it should go out into the library yard. The Director of Public Works said that these items were addressed and they were not included in the original project.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 17-07, ordering improvement and preparation of plans, (a copy is attached and made a part of these minutes). The motion carried on the following roll call vote: Stanaway, yes; Roskoski, no; Prebeg, yes; Zupancich, yes; and Skalko, yes.

At 8:45 p.m., Councilor Roskoski left the meeting.

It was moved by Prebeg and supported by Skalko to adopt the Mountain Iron First Responders Articles of Organization, (a copy is attached and made a part of these minutes).

At 8:47 p.m., Councilor Roskoski returned to the meeting.

After further discussion, Councilor Prebeg amended the motion to include the Mountain Iron First Responders in the Public Safety and Health Board with Mayor Skalko supported the amendment. The amended motion carried unanimously.

Alan Mattila, Mountain Iron First Responder, informed the Council that they have received four applications for Emergency Medical Technicians (EMT) and two people have already started taking the EMT classes. Mr. Mattila advised the Council that the EMT's need space to store their equipment and a place to hold meetings. Mayor Skalko mentioned that if the Downtown Skating Rink building is no longer used for Recreation purposes, that the building could be considered for the EMT's.

It was moved by Skalko and supported by Stanaway to adopt Resolution Number 19-07, Establishing a Mountain Iron Public Safety and Health Board, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Roskoski and supported by Stanaway to direct the City Administrator to advertise for the resident citizen positions on the Mountain Iron Public Safety and Health Board in the Mesabi Daily News for two to three weeks. The motion carried.

It was moved by Zupancich and supported by Skalko to adopt Resolution Number 20-07, Approving Plans and Specifications and Ordering Advertisements for Bids for the improvement of Park Ridge Drive from Nichols Avenue to the east edge of the Park Ridge Plat, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Skalko and supported by Stanaway to adopt Resolution Number 21-07, Receiving Report and Calling for a Hearing on the Improvement of all of 16th Avenue, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski voting no.

It was moved by Prebeg and supported by Skalko to approve the Ballfield Lease between the City of Mountain Iron and Independent School District #712 for a period of five years beginning on January 1, 2007 and ending December 31, 2011, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Zupancich to approve the Temporary On-Sale Liquor License for the Virginia Regional Medical Center for their event on June 7, 2007, at the Mountain Iron Community Center. The motion carried.

It was moved by Roskoski and supported by Skalko to have the City Administrator and/or the Recreation Director contact Commissioner Keith Nelson and Chris Ismil, with the Iron Range Youth for Action, to request help for the projects for the South Grove Central Park. The motion carried.

During open discussion, Councilor Roskoski informed the Council that Ellen Mattson recently passed away at age 98; Councilor Roskoski thought she was the oldest resident of Mountain Iron. The Mayor thought that Ann Cerkvenik or Hugo Johnson were now the oldest residents of Mountain Iron.

Also during the open discussion, Councilor Roskoski made a comment regarding the Aspen Lane and the Spruce Drive intersection upgrade with regard to drainage; he said that the Ann's Acres residents pay approximately \$400,000 to \$500,000 in taxes every year and should be given consideration to repairing this drainage problem. The Mayor reminded Councilor Roskoski that the City purchased the Ann's Acres Water Company for \$100,000 and there was no special assessment to the residents. The Mayor requested the residents that contact Councilor Roskoski to contact him or any other Council Member personally to voice their request because he has never received any complaints from residents in Ann's Acres.

Also during the open discussion, Councilor Roskoski said that he received an "Onion" in the April 14th Mesabi Daily News. He said that he has not done any research personally with regard to tax charges, but was told by residents of Mountain Iron that if their property was located in Virginia; their taxes would be less than Mountain Iron's taxes. He said that the information regarding the school age children in Unity Addition that the information he received was from a previous City Council Member, Joe Matanich, stating that of the 16 school age children in Unity Addition only two were in the Mountain Iron-Buhl School District. Councilor Roskoski address the comment made in the "Onion" regarding him

monopolizing the City Council meetings; he said that he viewed the last meeting and he timed how much each Council member spoke and he said that Mayor Skalko, being the Chair of the meeting, came in first, followed by Prebeg being second, Roskoski being third, Zupancich being forth, and Stanaway being fifth.

Mayor Skalko said that he had submitted actual tax calculations comparing several different valued properties and the taxes in Mountain Iron were less expensive than in the City of Virginia.

Councilor Prebeg informed the Council that there would be no closed session tonight because there was nothing new to report to the Council.

At 9:24 p.m., it was moved by Skalko and supported by Prebeg that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

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Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	119,177.99
LICENSES	ANIMAL	25.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	550.00
MISCELLANEOUS	ASSESSMENT SEARCHES	50.00
CD INTEREST	CD INTEREST 101	952.55
CD INTEREST	CD INTEREST 378	335.68
CD INTEREST	CD INTEREST 602	51.07
CD INTEREST	CD INTEREST 603	522.39
CD INTEREST	CD INTEREST601	1,273.25
CD INTEREST	CD INTEREST 604	773.95
CD INTEREST	CD INTEREST 103	1,324.99
PERMITS	BUILDING	122.35
COPIES	COPIES	37.00
CAMPGROUND RECEIPTS	FEEES	120.00
METER DEPOSITS	ELECTRIC	700.00
BUILDING RENTALS	SENIOR CENTER	40.00
MISCELLANEOUS	REIMBURSEMENTS	337.25
TAXES	TRANSFERS FROM MI HRA	646.88
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	1,096.51
MISCELLANEOUS	REFUNDS/ REIMBURSEMENTS	25.00
SALE OF PROPERTY	FIRE DEPT-SALE OF SURPLUS EQUI	1,156.02
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	100.00
BUILDING RENTALS	NICHOLS HALL	10.00
BUILDING RENTALS	COMMUNITY CENTER	50.00
METER DEPOSITS	WATER	15.00
Summary Totals:		<u>129,492.88</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
04/07	04/13/2007	34748	130011	MOUNTAIN IRON POSTMASTER	602-20200	302.68
04/07	04/18/2007	34749	10013	A T & T INFORMATION SYSTEMS	101-20200	101.29
04/07	04/18/2007	34750	10008	AIRGAS NORTH CENTRAL	101-20200	136.29
04/07	04/18/2007	34751	130017	AMERICAN BANK	101-20200	166.40
04/07	04/18/2007	34752	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	1,985.12
04/07	04/18/2007	34753	30061	CELLULARONE	604-20200	603.53
04/07	04/18/2007	34754	220003	CITY OF VIRGINIA	101-20200	349.40
04/07	04/18/2007	34755	30026	COMO LUBE & SUPPLIES INC	604-20200	83.00
04/07	04/18/2007	34756	30053	CONSOLIDATED TRADING COMPANY	101-20200	1,405.10
04/07	04/18/2007	34757	50030	EHLERS & ASSOCIATES INC	102-20200	270.00
04/07	04/18/2007	34758	500012	ERA LABORATORIES INC	602-20200	533.15
04/07	04/18/2007	34759	4022	FRANCIS KIVI	101-20200	50.00
04/07	04/18/2007	34760	60009	FRED FAUST	101-20200	75.15
04/07	04/18/2007	34761	70028	GREATER MINNESOTA AGENCY INC	101-20200	192.00
04/07	04/18/2007	34762	140013	HD WATERWORKS SUPPLY	601-20200	439.34
04/07	04/18/2007	34763	60017	HENRY'S WATERWORKS INC	601-20200	540.05
04/07	04/18/2007	34764	80002	HILLYARD	101-20200	409.16
04/07	04/18/2007	34765	4021	JENNIFER SEMO	101-20200	50.00
04/07	04/18/2007	34766	4020	KEVIN CHRISTOFFERSON	101-20200	100.00
04/07	04/18/2007	34767	110002	KRBT-AM	101-20200	275.00
04/07	04/18/2007	34768	4025	KYLE ANDERSON	604-20200	91.74
04/07	04/18/2007	34769	120006	L & M SUPPLY	602-20200	1,195.45
04/07	04/18/2007	34770	130004	MESABI DAILY NEWS	101-20200	1,135.25
04/07	04/18/2007	34771	140026	MINNESOTA ENERGY RESOURCES	101-20200	5,306.42
04/07	04/18/2007	34772	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	2,125.00
04/07	04/18/2007	34773	130024	MN POLLUTION CONTROL AGENCY	101-20200	787.50
04/07	04/18/2007	34774	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	35,536.98
04/07	04/18/2007	34775	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	174.02
04/07	04/18/2007	34776	150014	ONE CALL CONCEPTS INC	604-20200	13.05
04/07	04/18/2007	34777	4023	PEGGY MCFARLANE	604-20200	67.53
04/07	04/18/2007	34778	160045	PHILLIPS 66-CONOCO-76	604-20200	4,994.99
04/07	04/18/2007	34779	170001	QWEST	101-20200	574.39
04/07	04/18/2007	34780	180008	RADKO IRON & SUPPLY INC	101-20200	75.04
04/07	04/18/2007	34781	180004	RANGE COOPERATIVES	101-20200	100.66
04/07	04/18/2007	34782	180057	ROTO INDUSTRIES INC	603-20200	2,123.55
04/07	04/18/2007	34783	180053	RUSSO CONSULTING	101-20200	500.00
04/07	04/18/2007	34784	190045	SERVICE SOLUTIONS	101-20200	347.24
04/07	04/18/2007	34785	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	35,000.00
04/07	04/18/2007	34786	6095	SUMMER WORK OUTREACH PROJECT	230-20200	500.00
04/07	04/18/2007	34787	4024	TERRY BERG	604-20200	535.59
04/07	04/18/2007	34788	200020	THE TRENTI LAW FIRM	101-20200	3,403.73
04/07	04/18/2007	34789	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	7,135.00
04/07	04/18/2007	34790	210001	UNITED ELECTRIC COMPANY	101-20200	941.29
04/07	04/18/2007	34791	210002	UNITED TRUCK BODY COMPANY INC	101-20200	104.20
04/07	04/18/2007	34792	220020	VISA OR AMERICAN BANK CC PMT	101-20200	7,923.91
04/07	04/18/2007	34793	230005	WESCO DISTRIBUTION INC	604-20200	554.26
04/07	04/18/2007	34794	230028	WISCONSIN ENERGY CONSERVATION	604-20200	190.00
04/07	04/18/2007	34795	240001	XEROX CORPORATION	101-20200	609.18

Totals:

120,112.63

Payroll-PP Ending 4/6/07
Electronic Trans.-Sales Tax53,939.79
10,987.93

TOTAL EXPENDITURES

\$185,040.35

CITY OF MOUNTAIN IRON
PUBLIC UTILITIES

PROPOSED FEES FOR MISCELLANEOUS
UTILITY SERVICES

3/27/07

Street Cut or Curb Cut Permit \$25.00
(If City makes street or curb cut it will be charged at actual cost of labor & materials)

ISTS Permit (Septic Tank) \$300.00

Privy Permit \$ 50.00

Water Tap-In Fee Actual cost of materials and labor
or \$125.00, whichever is greater

(The City provides a water meter and meter horn for residential service. The property owner is responsible for the line from the property side of the curb stop to the structure.)

Water Meter Test \$ 50.00
(If homeowner requests test, no charge if the meter tested high. Charge if the meter is found to be correct or registering slow.)

Water Turn On \$ 35.00 during normal hours
\$140.00 after normal hours

(Property owner must be present when done.)

Water Turn Off \$ 35.00 during normal hours
\$140.00 after normal hours

(Property owner must be present when done.)

Sewer Tap Inspection Fee \$50

(All sewer taps have to be approved by utility personnel before they are buried or covered. The property owner is responsible for the installation and maintenance of the sewer service line from the main, including the tap to the house.)

The City does not install any sewer service lines.

Eliminate temporary stoppage of refuse pickup and sewer monthly charges for residents leaving for more than one month.

Sewer Disconnect Inspection \$35.00

MT. IRON FIRST RESPONDERS ARTICLES OF ORGANIZATION

PREAMBLE: This organization was originally founded by Roger Scott and Rory King, members of the Mt. Iron Fire Department, to assist and fire department member or any citizen of our city who may have need of medical attention during a fire or fire-related situation. June Ross, a non-fire department person took the same classes as Roger and Rory and has been trained to the same level, EMT-A

During their training they were informed by Bruce Sherman, Director of EMS Services, Hibbing Vocational College, that in order for us to maintain licensure as EMT-A's, we had to be affiliated with an ambulance service. Roger, Rory and June asked the Virginia Ambulance Service (who serves Mt. Iron), if they would like First Responders in Mt. Iron and if they would affiliate with us. They were happy to do so. Roger, Rory and June asked the city of Mt. Iron if they would like us to be First Responders within the city limits of Mt. Iron and to be paged out by the Sheriff's emergency paging system for medical/traumatic emergencies. The city council unanimously agreed. Some medical equipment totaling \$400 per EMT was purchased by the city council at that time. They also agreed to cover the Mt. Iron First Responders under the same liability insurance policy as the Mt. Iron Fire Department. When we are paged to a medical/traumatic emergency we would then be covered by the city insurance for accident or health related injuries from the time of page to the end of the call.

Since this service (Mt. Iron First Responders) has operated for one (1) calendar year (1-1-89 through 12-31-89) Roger, Rory and June, with the cooperation of the city of Mt. Iron, would like to form a legal organization. Listed below are the considerations of that organization:

1. This organization will be called the Mt. Iron First Responders
2. This organization was formed for emergency response for medical/traumatic emergencies within the city limits of Mt. Iron.
3. Any other use of this organization will have to be discussed with the members of the First Responders and the Mt. Iron city council. This section is to make certain that the members of the First Responders are compensated fairly and are covered by liability insurance for these other uses.
4. This organization has no written or implied affiliation with the Mt. Iron Fire Department.
5. The Mt. Iron First Responders will be compensated as deemed by the city council on a per call basis.
6. Roger Scott, Rory King and June Ross are to be considered charter members of this organization.

7. Any First Responder while on a call, will conduct themselves in a professional manner and shall carry out their duties as a professional. He or she shall treat his or her patient according to our local protocols and guidelines.

8. All members of the organization must be trained to First Responder level or above. If the training is provided by the city of Mt. Iron, the member must be a viable and active emergency responder for a period of two (2) years or they will reimburse the city for the costs of the training.

9. All members must have a current card of certification indicating their level of training.

10. All members must have a current Health Care Provider CPR Card.

11. This organization shall be limited to ten (10) members, with the members' residences preferably being strategically located around the city of Mt. Iron. All memberships shall be subject to prior approval by the city of Mt. Iron.

12. This organization shall have a Director, Assistant Director and a Secretary/Treasurer, elected every two years.

13. This organization does expect the city of Mt. Iron to cover these members under their liability insurance from the time a medical emergency presents itself to the time the emergency ends.

14. This organization shall expect financial assistance from the city of Mt. Iron for medical supplies used on medical/traumatic emergency calls.

15. Upon the vote of two-thirds of the organization a member may be expelled from the organization. If a member is to be expelled, he or she must attend a meeting of at least two-thirds of the membership. Charges must be discussed and voted on at that meeting. Voting will be done by secret ballot. The member shall not have the right to vote.

16. Business meetings will be held at least quarterly with monthly training meetings.

17. At least annually, the organization shall provide a status report and financial account to the city of Mt. Iron and shall provide such additional information as shall be requested by the city of Mt. Iron from time to time.

18. Provide input to the Mountain Iron Public Safety and Health Board.

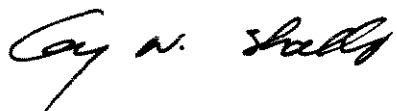
Mt. Iron First Responders Articles of Organization
Page 3

Dated this 4th day of April, 2007

City of Mt. Iron

Mt. Iron First Responders

By:



Gary Skalko, Mayor

By:

Alan Mattila, Director

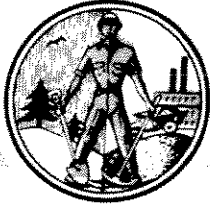
By:



Craig Wainio
City Administrator

By:

Greg Chad
Assistant Director



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 17-07

ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, a Resolution of the City Council adopted on the 5th day of March, 2007, fixed a date for a Council Hearing on the proposed improvement of those Street identified in Exhibit A by construction, reconstruction and/or overlay, and;

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 2nd day of April, 2007, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted the 5th day of February, 2007.
3. Benchmark Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF APRIL, 2007.

ATTEST:



City Administrator



Mayor Gary Skalko

EXHIBIT A

Heather Avenue from Centennial Drive to South End of Road
Heather Avenue from Centennial Drive to Unity Drive
Coral Street from Marble Avenue to Mountain Avenue
Enterprise Drive North from Nichols Avenue to County Highway 7
Granite Street from Mineral Avenue to Marble Avenue
West End Centennial Street to approximately 400 feet east of Heather Avenue
Tamarack Street from County Road 7 to approximately 600 feet east of County Road 7
Locomotive Street from Mountain Avenue to west edge of Town of Grant plat
Unity Drive from County Road 7 to Mountain Iron Drive



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RESOLUTION NUMBER 19-07

ESTABLISHING A MOUNTAIN IRON PUBLIC SAFETY AND HEALTH BOARD

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

1. The Mountain Iron Public Safety and Health Board is hereby established to be advisory to the City Council and which Public Safety and Health Board shall have the powers and duties hereinafter set forth.
2. The Mountain Iron Public Safety and Health Board shall consist of five (5) members.
3. Membership and Qualifications. Two (2) members of the Board shall be City Council members and the remaining three (3) members of the Board shall be residents of the City while serving on the Board and shall service for a term of three (3) years. The two (2) city councilors shall serve during their terms of office. The initial appointment of the three (3) resident citizen members shall be as follows:
 - A. One (1) to a term to expire December 31, 2007;
 - B. One (1) to a term to expire December 31, 2008; and
 - C. One (1) to a term to expire December 31, 2009.

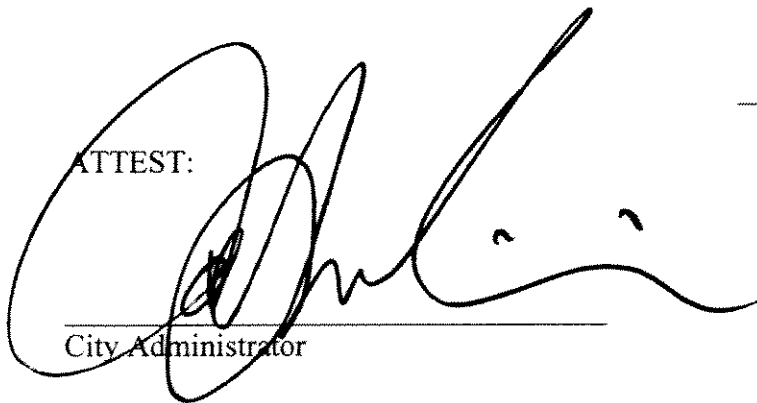
Terms shall expire on December 31st of the appropriate year, provided, however, those members shall continue their terms until new appointments or re-appointments are made by the City Council. The City Council shall make appointments to the Board at its first official meeting in January of each year or as soon thereafter as it desires. Vacancies during the term shall be filled by the City Council for the unexpired portion of the term.

4. Removal of Members. The Council by a four-fifths (4/5) vote of its members shall have the authority to remove any member of the Board from office whenever, in its discretion, the best interests of the City shall be served thereby.
5. Meetings and Officers. The Board will name its own officers to serve at its pleasure from the membership of the Board.
 - A. Regular Meetings. The Board shall meet publicly in regular session at least once each quarter at a time and place selected by a majority of its members.

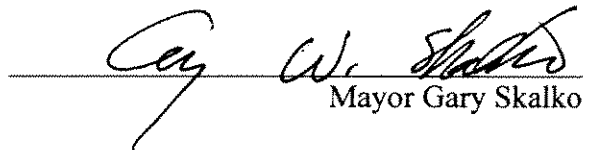
- B. Special Meetings. The Chairperson or any two (2) members of the Board shall have the authority to call a special meeting of the Board. Written notice of special meetings shall be given to all members at least 24 hours prior to the time of the meeting unless the time and place for the special meeting is set at a regular meeting.
6. Board Staff Services. The Board shall receive input and staff services from law enforcement staff, fire department officials, emergency management staff, the first responders group and designated blight officials within the City of Mountain Iron.
7. Rules and Procedures. The Board shall adopt a set of rules to govern its own meetings and procedures. The rules may be amended from time to time but only upon notice to all members that the said proposed amendment shall be acted upon at a specified meeting. A majority vote of the Board shall be required for the approval of the proposed amendment.
8. Absence of Members. Absence from three (3) consecutive regular meetings without the formal consent of the Board shall be deemed to constitute a resignation of a member, and a vacancy thus created shall be filled thereafter by appointment of the City Council for the remainder of the term of the member so deemed to have resigned.
9. Powers and Duties. The Board shall have the following powers and duties:
- A. To confer with and advise the City Council on all matters concerning the management and operation of the law enforcement unit, the fire department, the emergency management system, first responders, and enforcement of blight ordinances within the City of Mountain Iron.
10. Annual Report. The Mountain Iron Public Safety and Health Board shall make a report to the City Council of its activities in December of each year.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF APRIL, 2007.

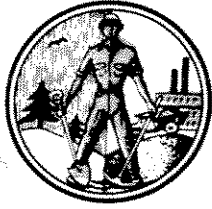
ATTEST:



City Administrator



Mayor Gary Skalko



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RESOLUTION NUMBER 20-07

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

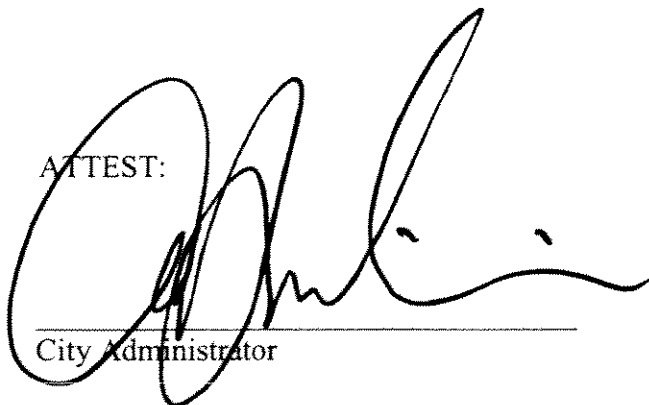
WHEREAS, pursuant to a Resolution Number 05-07 passed by the City Council on January 17, 2007, for the improvement of Park Ridge Drive from Nichols Avenue to the east edge of Park Ridge Plat by reconstruction and has presented such plans and specifications to the City Council for approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 15, 2007, at which time they will be publicly opened in the Mountain Iron Room of the Community Center 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 21, 2007, in the Mountain Iron Room. 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 16th DAY OF APRIL, 2007.

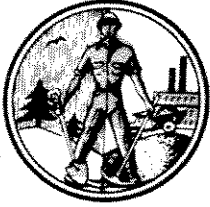
ATTEST:



City Administrator



Mayor Gary Skalko



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RESOLUTION NUMBER 21-07

RECEIVING REPORT AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to Resolution Number 12-05 of the City Council adopted June 6, 2005, a report has been prepared by Benchmark Engineering with reference to the improvement of all of 16th Avenue by reconstruction, and this report was received by the City Council on June 20, 2005, and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible,

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 \$450,000.
2. A public hearing shall be held on such proposed improvement on the 7th day of May, 2007, 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 16TH DAY OF APRIL, 2007.

ATTEST:

City Administrator

Mayor Gary Skalko

BALLFIELD LEASE

This Lease is dated April 16, 2007. It is a legal agreement between the Lessee and the Lessor to rent the property described below. The word LESSOR as used in this Lease means **City of Mountain Iron**. The word LESSEE as used in this Lease means **Independent School District #712**.

1. **Description of Property.** The Leased Property is the two (2) softball fields and the building located in South Grove, Mountain Iron, Minnesota.

2. **Term of Lease.** This Lease is for a term of five (5) years beginning on January 1, 2007, and ending December 31, 2011.

3. **Rent.**

a. **Amount.** The rent for the property is as follows: 1) 2007 – One Thousand Five Hundred and 00/100ths Dollars (\$1,500.00) per year; 2) 2008-2011 – Two Thousand and 00/100ths Dollars (\$2,000.00) per year.

b. **Payment.** The rent payment for each year must be paid before January 1 of each year except 2007 in which the rent shall be due upon execution of this Lease.

4. **Quiet Enjoyment.** If Lessee pays the rent and complies with all other terms of this Lease, Lessee shall have nonexclusive use of the property for the term of this Lease. Lessee shall have priority with regard to the use of the Property.

5. **Assignment and Subletting.** Lessee may not assign this Lease, lease the property to anyone else (sublet), sell this Lease or permit any other person to use the Property without the prior written consent of the Lessor. Lessee does hereby agree to hold Lessor harmless and to indemnify Lessor from any loss, claim or liability arising from Lessee's activities on the Property and Lessee shall carry insurance therefore satisfactory to Lessor.

6. **Surrender of Premises.** Lessee shall give Lessor possession of the Property when this Lease ends. When this Lease ends, Lessee shall leave the Property in as good a condition as it was when the Lease started, with the exception of reasonable wear and tear.


7. **Modification.** This Lease may be modified only by a written agreement executed by

the parties hereto.

8. Either party may terminate this Lease by providing a thirty (30) day written notice of termination to the other. In the event of termination of the Lease, the rent payable shall be prorated accordingly.

LESSOR:
City of Mountain Iron

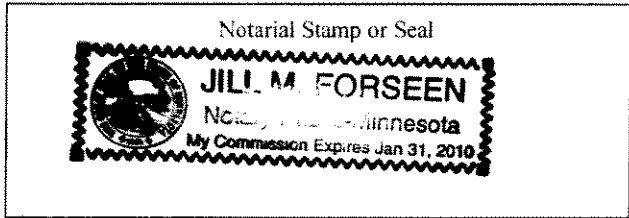
LESSEE:
Independent School District #712

By: 
Gary Skalko, Mayor

By: 
Loren Sauter, Superintendent

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

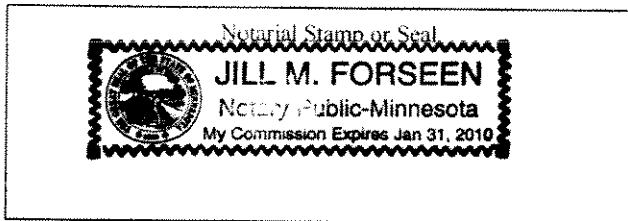
The foregoing instrument was acknowledged before me this 17th day of April, 2007, by Gary Skalko, Mayor of the City of Mountain Iron, Lessor.




Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by **Loren Sauter, Superintendent of Independent School District #712, Lessee.**



Jill M. Forseen
Notary Public

THIS INSTRUMENT DRAFTED BY:
Sam A. Aluni
City Attorney, City of Mountain Iron
TRENTI LAW FIRM
225 First Street North, Suite 1000
P.O. Box 958
Virginia, MN 55792
(218) 749-1962

MINUTES
MOUNTAIN IRON CITY COUNCIL
BOARD OF REVIEW
APRIL 18, 2007

Mayor Skalko reconvened the Board of Review meeting at 6:34 p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Tony Zupancich. Also present were: Jill M. Forseen, Municipal Services Secretary; and John Jokinen, Residential Appraiser for Saint Louis County.

It was moved by Prebeg and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Glen Avikianen's property on Parcel 175-0055-00300 to \$54,900 for a total property valuation of \$71,200. The motion carried.

It was moved by Prebeg and supported by Skalko to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Stephen Skogman's property on Parcel 175-0020-00820 to \$71,600 for a total property valuation of \$84,800. The motion carried.

It was moved by Skalko and supported by Roskoski to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Sarah Skogman's property on Parcel 175-0020-00170 to \$39,400 for a total property valuation of \$52,200. The motion carried.

It was moved by Skalko and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of John Majetch's property on Parcel 175-0071-01616. The motion carried.

It was moved by Roskoski and supported by Skalko to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Harold McGregor's property on Parcel 175-0071-05023 to \$121,700 for a total property valuation of \$148,800. The motion carried.

It was moved by Skalko and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Steve Christofferson's property on Parcel 175-0010-01130 to \$73,300 for a total property valuation of \$90,000. The motion carried.

It was moved by Stanaway and supported by Prebeg to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of David Bratulich's property on Parcel 175-0055-01530. The motion carried.

It was moved by Skalko and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and lower the building valuation on Gloria Nankervis's property on Parcel 175-0012-00340 to \$93,900 for a total property valuation of \$110,300. The motion carried.

It was moved by Prebeg and supported by Skalko to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of William Luzovich's property on Parcel 175-0071-01245. The motion carried.

It was moved by Skalko and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of Larry Tviet's property on Parcel 175-0013-00020. The motion carried.

It was moved by Skalko and supported by Prebeg to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of Paul Jarvi's property on Parcels 175-0058-00110 and 00210. The motion carried.

It was moved by Prebeg and supported by Skalko to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of Rainer Makirinne's property on Parcel 175-0058-00100. The motion carried.

It was moved by Skalko and supported by Stanaway to accept the recommendation of the Residential Appraiser for Saint Louis County and make no change to the valuation of David Buria's property on Parcel 175-0070-01932. The motion carried with Councilor Roskoski voting no.

At 6:59 p.m., it was moved by Roskoski and supported by Skalko that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

Notice is hereby given that the City Council of Mountain Iron will meet in the Mountain Iron Room of the Community Center at 6:30 p.m. on May 7, 2007, to consider the making of an improvement of all of 16th Avenue by reconstruction, pursuant to Minn. Stat. §§ 429.011 to 429.111. The area proposed to be assessed for such improvement is abutting property. The estimated cost of the improvement is \$450,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

/s/ Craig J. Wainio
City Administrator

Published in the Mesabi Daily News on April 25 and May 3, 2007.

Based upon Front Footage

NAME	BLOCK	LOT	FOOTAGE	CODE	\$200,000.00	RATE	AMOUNT	FOOT
Altman, Benedict	1	12	149.79		\$29,442.75	10.00%	\$2,944.28	\$19.66
Roskoski, Edmund	1	13	139.44		\$27,408.35	10.00%	\$2,740.84	\$19.66
Pettinelli, Renold	4	12	120		\$23,587.22	10.00%	\$2,358.72	\$19.66
Pettinelli, Renold	4	13	120		\$23,587.22	10.00%	\$2,358.72	\$19.66
Pettinelli, Renold	5	12	120		\$23,587.22	10.00%	\$2,358.72	\$19.66
Klabunde, Ronald	5	13	120		\$23,587.22	10.00%	\$2,358.72	\$19.66
Klabunde, Ronald	8	12	120		\$23,587.22	10.00%	\$2,358.72	\$19.66
City of Mountain Iron	8	13	128.27		\$25,212.78	10.00%	\$2,521.28	\$19.66
			1017.5		\$200,000.00		\$ 20,000.00	

Based Upon Square Footage

NAME	CODE	LOT	BLOCK	FOOTAGE	\$200,000.00	RATE	AMOUNT	FOOT
Altman, Benedict	175-0065-00080	6	1	4437.66	\$7,243.23	10.00%	\$724.32	\$0.16
Altman, Benedict	175-0065-00080	7	1	4459.58	\$7,279.01	10.00%	\$727.90	\$0.16
Altman, Benedict	175-0065-00080	8	1	4481.91	\$7,315.45	10.00%	\$731.55	\$0.16
Altman, Benedict	175-0065-00080	9	1	4503.83	\$7,351.23	10.00%	\$735.12	\$0.16
Altman, Benedict	175-0065-00080	10	1	4526.16	\$7,387.68	10.00%	\$738.77	\$0.16
Altman, Benedict	175-0065-00080	11	1	4547.83	\$7,423.05	10.00%	\$742.30	\$0.16
Altman, Benedict	175-0065-00080	12	1	4570.41	\$7,459.90	10.00%	\$745.99	\$0.16
Roskoski, Edmund	175-0065-00150	13	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Roskoski, Edmund	175-0065-00150	14	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Altman, Benedict	175-0065-00170	15	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Altman, Benedict	175-0065-00170	16	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Altman, Benedict	175-0065-00170	17	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Altman, Benedict	175-0065-00170	18	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Altman, Benedict	175-0065-00170	19	1	3486	\$5,689.91	10.00%	\$568.99	\$0.16
Ramsay, Charles	175-0065-00730	6	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Ramsay, Charles	175-0065-00730	7	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Ramsay, Charles	175-0065-00730	8	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00760	9	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00760	10	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00760	11	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00760	12	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00800	13	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00800	14	4	1500	\$2,448.33	10.00%	\$244.83	\$0.16
Tammamo, Thomas	175-0065-00820	14	4	1500	\$2,448.33	10.00%	\$244.83	\$0.16

Based Upon Square Footage

Tammaro, Thomas	175-0065-00820	15	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00840	16	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00850	17	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-00860	18	4	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-01010	9	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-01010	10	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-01030	11	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Pettinelli, Renold	175-0065-01030	12	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Klabunde, Ronald	175-0065-01050	13	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Klabunde, Ronald	175-0065-01050	14	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Klabunde, Ronald	175-0065-01070	15	5	3000	\$4,896.65	10.00%	\$489.67	\$0.16
Klabunde, Ronald	175-0065-01570	11	8	1800	\$2,937.99	10.00%	\$293.80	\$0.16
Klabunde, Ronald	175-0065-01580	12	8	3000	\$4,896.65	10.00%	\$489.67	\$0.16
City of Mountain Iro	175-0065-01590	13	8	1803.3	\$2,943.38	10.00%	\$294.34	\$0.16

122532.68 200000 20000

To whom it may concern,

Please accept my written response rather than a personal appearance concerning the assessment of the sixteenth avenue project. I feel your decision is extremely unfair because of the limited property your able to assess. I will try to be as brief and to the point as possible. The twelve lots we own in this area consist of less than one acre, as a matter of fact the total area is 35890 sq ft. The setbacks required restricts this property from most development due to it limited depth. Adding to the problem is the lack of sewer and water that Mt Iron can't supply and Virginia refuses. I have always paid my taxes without complaint even though your city has ignored the basic needs of this area. The above facts are a huge minus to the value of the property and your unreasonable assessment only adds to the problem. I have some interesting facts and comparisons. The assessors market value of our property is \$16900.00. With your abutting formula the \$7076.16 would take 41.9% of market value, the other formula at \$6120.81 would be 36.2%. Quite a hefty charge for a property that hardly uses the avenue and receives little or no services We reserched two properties on Hoover Road scheduled to be assessed by the City of Virginia. One on the south east side, the other half way north and on the west. The first parcel being 237 front ft by 445 ft deep. total acreage of 2.42 acres or 105415 sq ft. The assessed amount being \$4493.28 represents a charge of 0.0426 cents per sq ft \$18.96 per front ft. The second parcel is 302.30 front ft by 723 ft deep. The lot consists of 5.01 acre or 218235 sq ft. With the assessed amount of \$6218.55 the charge would be 0.0285 cents per sq ft or \$20.57 front ft. The two properties illustrated should convince you of the severe discrepancy. I would like to bring to you the sq ft charge of all three properties. The abutting formula applied to my property is 0.197 per sq ft, the affected formula is 0.171. The 105415 sq ft parcel is 0.0426 cents per sq ft. The 218234 sq ft parcel is 0.0285 cents per sq ft. Consider all factors in this matter and try to come up with something affordable for all.

Sincerely



Renold Pettinelli

COUNCIL LETTER 050707-IVA1

MAYOR SKALKO

LABOR MANAGEMENT MEETING

DATE: May 2, 2007

FROM: Mayor Skalko

Craig J. Wainio
City Administrator

Mayor Skalko requested this item be placed on the agenda with this background information:

Set tentatively for Monday, May 14th, 2007 at 2:00 p.m.

ST. LOUIS COUNTY

● 2008 Community Development Block Grant ●

FUNDING TIME LINE

Jan 1 to July 30	Communities to hold public hearings on community needs and priorities
April 10 & 11	CDBG FY 2008 Kick-Off and public hearing on program accomplishments Tuesday, April 10 - Proctor City Hall - 1:00 PM - 3:00 PM Wednesday, April 11 - Mt. Iron Community Center - 1:00 PM - 3:00 PM
May 15	FY 2008 CDBG Pre-Application due in Virginia office by 4:30 PM
August 1	FY 2008 CDBG Final Application due in Virginia office by 4:30 PM
August 23	CDBG Advisory Committee meeting. Distribute application manuals. Virginia City Hall Club Room - Lower Level at 10:00 AM
August 30	CDBG Advisory Committee meeting Applicant presentations at the Mt. Iron Community Center - 9:00 AM to Noon
Sept 12 & 13	CDBG Advisory Committee subcommittee interviews at the Mt. Iron Community Center. Applicant interviews to be individually scheduled. <ul style="list-style-type: none"> ❖ September 12 - Public Service Subcommittee - starting at 9:00 AM ❖ September 12 - Economic Development Subcommittee - starting at 1:30 PM ❖ September 12 - Housing Subcommittee - starting at 2:00 PM ❖ September 13 - Physical Improvement Subcommittee - starting at 9:00 AM
September 14	Advisory Committee receives subcommittees' reports and develops its <i>Initial FY 2008 Funding Recommendations</i> . Virginia City Hall Club Room - Lower Level 9:00 AM
September 20	CDBG Advisory Committee public hearing on <i>Initial Recommendation</i> and setting of <i>Final FY 2008 Funding Recommendation</i> to be sent to the County Board of Commissioners. Mt. Iron Community Center - 11:00 AM. CDBG Advisory Committee Recognition Lunch to follow
Oct 1 - Nov 1	Public comment on 2008 Action Plan
November 6	St. Louis County Board public hearing on FY 2008 Action Plan funding. County Board will set final funding levels for FY 2008 funds. Duluth Courthouse - 9:35 AM
November 15	Submit FY 2008 Action Plan covering use of CDBG, HOME, and ESG funds to the US Dept. of Housing and Urban Development (HUD)



COUNCIL LETTER 050707-IVC1

WWTP

LIFT STATION REBUILD

DATE: May 2, 2007

FROM: Donald V. Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting City Council authorization to prepare specs and quotes for the replacement of pumps and controls at the Parkville Lift Station.

The Parkville Lift Station is in need of an upgrade. The ages of the pumps are over 30 years old. This is the last of nine lift stations that will need renovations.

COUNCIL LETTER 050707-IVC2

UTILITY ADVISORY BOARD

LARGE TRASH PICKUP

DATE: May 2, 2007

FROM: Utility Advisory Board

Donald V. Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

The Utility Advisory Board is recommending approval of a large trash pickup in June of 2007. An attached sheet outlines the date, times and requirements.

CITY OF MOUNTAIN IRON

8586 ENTERPRISE DRIVE SOUTH
MOUNTAIN IRON MN 55768

www.mtniron.com

CITY HALL 748-7570 PUBLIC UTILITIES EMERGENCY NUMBER 1-888-223-9883

OFFICE HOURS: 7:30 A.M. - 4:00 P.M. MONDAY - FRIDAY

MOUNTAIN IRON RESIDENTIAL GARBAGE CUSTOMERS

The City of Mountain Iron will be offering a large trash pickup starting Tuesday, June 5th, 2007 through Friday, June 15th, 2007. **DUE TO AN INCREASE IN LANDFILL FEES, THE CITY WILL CHARGE A \$10.00 FEE PER CUSTOMER. THIS FEE IS TO BE PAID WHEN RETURNING THE ENCLOSED COMPLETED FORM. THERE WILL BE NO PICKUP OF ITEMS UNLESS THE FEE IS PAID PRIOR TO JUNE 1ST, 2007.** This service is intended for Mountain Iron residents only. **DO NOT ALLOW LARGE TRASH FROM OUTSIDE THE MOUNTAIN IRON AREA ONTO YOUR PROPERTY.** NO domestic garbage is allowed.

To receive the large trash pickup, the form below **must be signed and returned along with the fee** to the City Hall or placed in a drop box located at Corner Spur, Short Stop, Senior Center or in front of the City Hall by **Friday, June 1ST, 2007.** Customers **must** be current on their **entire** utility bill **as of JUNE 5th, 2007,** to be eligible for the large trash pickup. **ONE FORM PER CUSTOMER, EACH CUSTOMER WILL BE PICKED UP ONE TIME ONLY.**

The following is the schedule, which will be used for each area:

TUESDAY, JUNE 5th, THROUGH FRIDAY, JUNE 8th
DOWN TOWN AREA/SOUTH GROVE/MUD LAKE ROAD
UNITY DRIVE/WOLF AREA/COUNTY ROAD 7
HIGHWAY 101/RURAL AREAS/KINROSS/SPIRIT LAKE AREA

TUESDAY, JUNE 12th, THROUGH FRIDAY, JUNE 15th
PARKVILLE AREA /STONEY BROOK/LAMBERT ADDITION
WEST VIRGINIA/WESTGATE/ANN'S ACRES/SOUTHERN DRIVE AREA

The large trash pickup will be limited to the following items:

Auto/truck highway tires up to 24.5"(no tractor tires, limited to 4/household), clothing, appliances, (refrigerators/freezers must have doors removed), scrap metals, household goods, furniture, old bikes, etc.
Any motors such as lawn mowers, weed eaters, etc. must be drained of oil and gas.

These items **must** be curbside and separated into individual **neat** piles and ready for pickup by **7:00 a.m.** on the **first day** listed for each area.

The following materials **will not** be picked up: **No Flammable containers including Propane Tanks. No Box Springs or Mattresses. No TV sets or Computers or Computer parts. No Demolition Material (old buildings, boards, cement blocks, etc.)**

Yard Waste - must be brought to the site on Mineral Avenue between the City Garage and South Grove. You must use the Access Key Card.
Hazardous Waste Material (filled paint cans, etc.) - Call the St. Louis County Solid Waste Dept. 749-9703

Name & Address (if different than label on reverse side): _____

I understand that any remaining trash is the homeowner's responsibility to promptly remove and dispose of properly.
I understand that **NO** flammable containers, household garbage or recyclable materials will be accepted in this trash pickup.
I HAVE NOT ALLOWED large trash from outside the Mountain Iron garbage service area to be deposited on my property for pickup.

SIGNATURE _____

BRIEF DESCRIPTION OF ITEMS TO BE PICKED UP:

37

CITY USE ONLY : DRIVER'S INITIALS

DATE PICKUP COMPLETE _____

REASON TRASH WAS LEFT _____

\$10.00 FEE PAID _____

COUNCIL LETTER 050707-IVD1

PARKS & RECREATION

CARETAKERS AGREEMENT

DATE: May 2, 2007

FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The Parks & Recreation Board is recommending that the contract be extended through 2007 for Wilbur and Violet Ball. This will be their 9th year at the campground.

They are requesting a \$25.00 per week increase in the wage. The contract runs for 17 weeks. The present rate of pay is \$550.00 per week.

AGREEMENT

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

WHEREAS, Wilbur & Violet Ball are independent contractors who wishes to contract with the City of Mountain Iron to operate the said campground;

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

1. Wilbur & Violet Ball represents himself/herself to be an independent contractor and he/she agrees to carry such Workmen's Compensation Insurance and Unemployment Compensation Insurance of his/her employees as is required by applicable Minnesota law and to furnish appropriate evidence, i.e., a certificate of insurance thereof. The independent contractor agrees that his/her failure to provide worker's compensation insurance for himself/herself, spouse, parents or children constitutes a rejection of worker's compensation benefits for those individuals.
2. Wilbur & Violet Ball agrees to manage said West Two Rivers Campground for the period of May 9th, 2007 to September 4th, 2007.
3. The City of Mountain Iron agrees to pay Wilbur & Violet Ball the sum of \$000.00 per week for operation of said facility for said 17-week period. Said compensation shall be paid bi-monthly on the first and third Monday of each month thereafter. The manager(s) is recommended to be on-site and available from 6:00 a.m. to 10:00 a.m. and 3:00 p.m. to 7:00 p.m., seven days per week.
4. Wilbur & Violet Ball agrees to act as manager(s) of the park facility and to collect the fees for the campground and to transmit the same to the City of Mountain Iron on a daily basis, Monday through Friday. The manager(s) is to reside at the campground and must provide his/her own furnishings for the provided manager's quarters. The City of Mountain Iron will provide electrical service to this site.
5. Wilbur & Violet Ball consents and agrees that the contractual duties of supervising the West Two Rivers Campground facility include, but are not limited to, those indicated on Exhibit "A" attached hereto and made a part of hereof.
6. Wilbur & Violet Ball consents and agrees that services and duties of supervising the West Two Rivers Campground facility indicated on Exhibit "A" and other duties are required to be performed by him/her individually. Independent contractor is prohibited from subcontracting and/or hiring out any of the responsibilities of independent contractor to any other individual or organization, without the express written consent of the City of Mountain Iron.
7. The City of Mountain Iron can terminate this contract at any time.

Dated this _____ day of _____, 2007

City Administrator

Wilbur Ball - Signature & Date

Violet Ball - Signature & Date

EXHIBIT "A"
WEST TWO RIVERS CAMPGROUD RECOMMEND MAINTENANCE

DAILY:

1. Clean bathrooms and fixtures, sweep and mop the control building.
2. Clean up camping areas and all other grounds.
3. Wipe off picnic tabletops at campsites and pavilions.
4. Pick-up litter on bench area, boat landings and fishing dock.
5. Collect fees daily at 6 a.m. and 7 p.m. and turn in fees and receipts daily at the Mountain Iron City Hall.
6. Managers' residence and grounds must be kept clean and in order at all times.
7. Check bathrooms and shower stalls.

WEEKLY:

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

AS NEEDED:

1. Clear dead trees and branches from campground area.
2. Clean and inventory storage area in control building.
3. Clean and wash garbage cans.
4. Clean cabin after being used.
5. Perform duties as assigned by the Public Works or Parks and Recreation Director as to the operation of the campground.
6. Attend all Mountain Iron Parks & Recreation meetings as directed by the Board.



Northeast Minnesota
Office of Job Training

Minnesota WorkForce Center - 820 N. 9th St. - Box 1028 - Virginia, MN 55792
218-748-2200 - 1-800-325-5332 - Fax: 218-748-2240 - 218-748-2222 TTY
www.jobtrainingmn.org

We are an equal opportunity employer.

Mountain Iron City Clerk
City of Mountain Iron
8586 Entreprise Drive S.
Mountain Iron, MN 55768

April 27, 2007

Dear City Clerk:

My name is Deb Bartoletti, I coordinate a year round work experience program in Northern St. Louis County for the NE MN Office of Job Training. I am based out of the Virginia Workforce Center. I have a Mountain Iron student enrolled in my program, who would like the opportunity to work for the City of Mt. Iron. The student is hired by our agency, his wages would be paid by our agency and he would be covered under our Worker's Compensation plan while on the job. The program will run for approximately 8 weeks or 256 hours. We hope to have all the students start work by June 11, 2007. Funding is very tight this year and I would anticipate that all our funding will be obligated by the end of May. Therefore if the city is willing to allow placement of this student I would recommend acting quickly.

I am looking for the Mountain Iron City Councils approval to consider placement of this student. I have contacted Mr. Larry Nanti in regards to this matter and he would consider placement with the councils approval. If there is a union in place, I do need their consent, as we are in no way intending to displace existing workers. I have enclosed a union concurrence request.

If you have any questions, please feel free to contact me at 748-2200 or 1-800-325-5332.

Sincerely,

Deb Bartoletti

Deb Bartoletti
Career Counselor

Enclosure

Minnesota WorkForce Center
321 Minnesota Ave. N.
Aitkin, MN 56431
218-927-5623

Minnesota WorkForce Center
3920 13th Ave. E
Hibbing, MN 55746
218-262-6777

41

Minnesota WorkForce Center
1215 SE 2nd Ave.
Grand Rapids, MN 55744
218-327-4480

Minnesota WorkForce Center
1501 Hwy 71 RMSC 128
Int'l Falls, MN 56649
218-283-9427

Minnesota WorkForce Center
715 Cloquet Ave.
Cloquet, MN 55720
218-878-4414

Minnesota WorkForce Center
320 West 2nd St.
Duluth, MN 55802
218-726-2724

Career Center
4927 Matherhorn Dr.
Duluth, MN 55811
218-733-0401

**NORTHEAST MINNESOTA OFFICE OF JOB TRAINING
820 NORTH 9TH STREET ROOM 240
VIRGINIA, MN 55792**

Union Concurrence Request

The Northeast Minnesota Office of Job Training is requesting union concurrence for the temporary placement of a youth worker with your agency.

This position _____ is() is not() covered under a collective bargaining agreement. The collective bargaining agent concurs() does not concur() with the job duties as outlined in the worksite agreement.

Name of Union Organization

Date

Signature (Collective Bargaining Agent)

Title

Student David Winfield

Worksite City of Mt. Iron

Career Counselor Deb Bartoletti

COUNCIL LETTER 050707- IVD2

PARKS & RECREATION

SOUTH GROVE BATHROOM REMODELING

DATE: May 2, 2007

FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The Parks & Recreation Board recommends that Architectural Resources design and prepare spec and seek quotes for the bathrooms at South Grove Recreation Complex.



ARCHITECTURAL
RESOURCES • INC.

ARCHITECTURE • ENGINEERING • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN

• MEMO •

DATE: February 6, 2007

TO: Larry Nanti (lnanti@ci.mountain-iron.mn.us)
Len Albrecht (labrecht@ci.mountain-iron.mn.us)

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

SUBJECT: SOUTHGROVE WARMING HOUSE
MT. IRON, MINNESOTA
ARI Project # 07-025

A meeting was held on site to review the existing building and its toilet facilities. Existing building is approximately 24' x 36'.

An accessible toilet room is being requested.

ARI was asked to develop options and budgets that will meet the State Building Code and remain within a budget maximum of \$50,000.

ARI telephoned Curt Wiehle at the State Codes Division to discuss options. The following was noted:

Option 1 - Construct a new unisex accessible toilet room and leave the existing separate men's and women's facilities intact.

Option 2 - Remodel one existing toilet room to accommodate accessibility, designated Women/HC or Men/HC, and the other designated non-accessible

ARI believes that Option 2 is the preferred option as it will occupy a minimum of additional space and provide new serviceable finishes in both toilet facilities.

ARI also believes this can be accommodated within your budget.

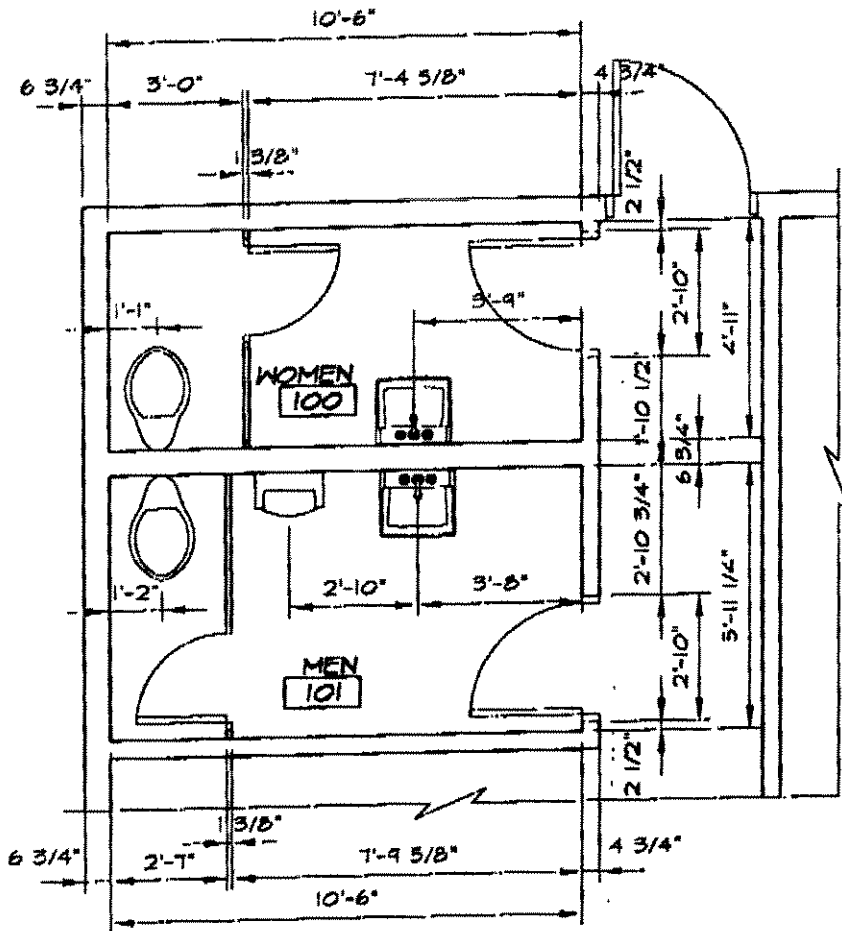
ARI can move forward with preparation of plans and specifications for bidding this project on an hourly fee with an estimated maximum of \$4,400.00 (four thousand four hundred dollars).

If you have any questions, please do not hesitate to contact our office. ARI is available to begin this work in March...please advise.

44



ARCHITECTURAL RESOURCES • INC.



Mt. Iron/ South Grove Warming House



01-025
02/13/01
DRAWN BY: SRM

COUNCIL LETTER 050707-IVE1

LIBRARY

FURNITURE QUOTES

DATE: May 2, 2007

FROM: Sally Peterangelo
Library Director

Craig J. Wainio
City Administrator

We received one quote for the library furniture from Burgher Office Supply.

Staff is requesting City Council authorization to purchase various pieces of furniture from Burgher Office Supply at their quoted price of \$20,406.00.

This purchase will be funded from the Library USDA Loan and the State of Minnesota Grant.

March 29, 2007

City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, MN 55768
Ref: Mountain Iron Public Library
Attn: Craig Wainio

Dear Craig,

Attached is our quote for furnishings of the Mt. Iron public library.

Quotation is as specified per your request. Furniture is delivered and installed, cleaned, adjusted, and all debris remove. Prices are base on all or none. MN sales tax to be added if applicable.

Circulation desk

End panels shall consist of a 1-1/8" thick wood composite core externally banded on all four edges with 3/8" thick solid stock. The external face of the panel shall be laminated with plain sliced select red oak veneer. The other face shall be laminated with red oak veneer. The end panel shall be bored to receive two 1" diameter adjustable steel glides.

Joiner panels shall consist of a 1-1/8" thick wood composite core externally banded on all four edges with 3/8" thick solid stock. Both faces shall be laminated with red oak veneer, Each joiner panel shall receive 2-1/2" wide 6" long oval opening to permit easy passage for cord and data lines. The joiner panels shall be bored to receive two 1" diameter, adjustable steel glides.

End panels and joiner panels shall be bored to receive most unit attachments such as tracking, doors, etc. Holes not utilized will not be plugged. This permits unit rearrangement at the job site.

Individual front panels shall consist of a 3/4" thick wood composite core internally banded along each side with 3/4" thick x 1 1/2" wide hard maple or

yellow birch. The patron's side shall be laminated with select plain sliced red oak veneer. The other side of the panel shall be laminated with red oak veneer. The veneer grain direction shall be vertical. Each side shall be machined to receive three non-locking clips which shall accept three 1" #12 shoulder screws which are embedded in the end and / or joiner panels. The front panel shall attach to the work surface by two cam-lock fasteners. The bottom of the front panel shall be approximately 4-1/4" above the finished floor. Furnished with woodford style decorative panel molding.

The individual work surfaces shall be 1-1/4" thick with a wood composite core with a .048" thick plastic laminate face and a .040" thick phenolic backer. Each side of the work surface shall be internally banded with 1-1/8" thick 1-1/4" wide solid stock. The sides shall receive a 15/16" radius.

Each end panel or joiner panel shall be secured to the work surface with special threaded fasteners. This shall be accomplished by routing the underside of the work surface with four "T" shaped routs, two on each end. A 1/4" - 20 x 3" hex head cap screws threaded into internally and externally threaded heli-coil inserts positioned in the end panel or joiner panel.

Left hand end panel 39" high 9500-100. The end panel shall be constructed as previously specified. The veneer grain direction shall be vertical. This panel can be easily removed for furniture expansion. End panels shall be approximately 1/4" above any adjacent work surface or patron ledge. Overall dimensions are 39-1/4"h x 32"w x 1-3/16"d. Unit furnished with woodford style decorative panel molding.

Right hand end panel 39" high, 9500-200. The end panel shall be constructed as previously specified. The veneer grain direction shall be vertical. This panel can be easily removed for future expansion. End panels shall be approximately 1/4" above any adjacent work surface or patron ledge. Overall dimension are 39-1/4"h x 32"w x 1 3/16"d. Unit furnished with woodford style decorate panel molding.

Joiner panel 39" high 9500-300. The joiner panel shall be constructed as specified. The veneer grain direction shall be vertical. Joiner panels shall be approximately 1/4" above any adjacent work surface or parton ledge. Overall dimensions are 39-1/4"h x 32"w x 1-3/16"d.

Qty 2

69-3/16" wide desk unit 39" high, 9512-318. This unit is shipped unassembled. The desk unit consists of an individual front panel, patron ledge and a bolt adjustable work surface. The individual front panel

shall be as previously described except that it is 69-3/16" wide. The patron ledge shall be 1-1/4" thick x 10" wide with a wood composite core with a .048" thick plastic laminate face and a .040" thick phenolic backer. Each side of the patron ledge shall be internally banded with 1-1/8" thick 1-1/4" wide solid stock. The sides shall receive a 15/16" radius. Front panel with 2 decorative style woodford panel molding.

Each end panel or joiner panel shall be secured to the patron ledge with special threaded fasteners. This shall be accomplished by routing the underside of the patron ledge with two "T" shaped routs, one on each end. A 1/4" - 20 x 3" hex head cap screw through a bar washer 1/4" thick x 1/2" wide 1-1/2" long shall be inserted in each rout and the hex head cap screws threaded into internally and externally threaded heli-coil inserts positioned in the end panel or joiner panel. The front panel shall attach to the patron ledge by three cam-lock fasteners.

The bolt adjustable work surface shall be 1-1/4" thick 5-ply lumber core construction with a .048" thick plastic laminate face and a .040" thick phenolic backer. The exposed edge shall be internally banded with 1-1/8" thick x 1-1/4" wide solid stock. This edge shall receive a 15/16" radius. This work surface can be positioned at heights of 36", 32", 29" and 27" above the finished floor. A 3" nominal (2-3/8" inside diameter) grommet hole with cover shall be centered and 2" from the back edge of the work surface.

Each end panel or joiner panel shall be secured to the work surface with special threaded fasteners. This shall be accomplished by routing the underside of the work surface with eight "T" shaped routs, two on each and four on the back edge. A 1/4" - 20 x 3" hex head cap screw through a bar washer 1/4" thick 1/2" wide x 1-1/2" long shall be inserted in each rout and the hex head cap screws threaded into internally and externally threaded heli-coil inserts positioned in the end panel or joiner panel.

There is approximately 21 -1/2" of space available from the edge of the bolt adjustable work surface to the edge of the patron ledge.

Overall dimensions for 69 -3/16" wide desk unit are 39"h 69-3/16"w x 31-1/2"d. Both units furnished with pencil drawer, one unit to have desk pedestal consisting of 2 box and 1 file drawer.

Qty 1

Multi task ADA 32" high 9513-315 this unit is shipped unassembled. This unit is designed to provide work space. The multi-task ADA unit shall consist of an individual front panel recessed 15", with woodford decorative panel molding and end panel with molding and an individual work surface.

The individual front panel and individual work surface shall be constructed as previously described. Overall dimensions 32"h x 34"w x 31 1/2"d.

2 desk units and multi-task ADA unit.

\$9,475.00

Double faced starter unit with decorative style woodford panel molding.

Double faced add-on unit with decorative style woodford panel molding.

Computer carrels

All exposed wood parts used in the manufacture of this furniture shall be of oak and any other ring porous (open pore) hardwood species grown in the northern forests of the North American Continent, which has an average specified gravity ranging from .60 to .65 when rated on the oven dry basis, air dried for a period of not less than six months and subsequently kiln dried to a moisture content of not less than 6% nor more than 8%. The kiln drying process shall employ forced circulation dry kilns to assure maximum control of the drying schedule. The drying schedule shall be as recommended by the Forest Products Laboratory at Madison, Wisconsin.

All work shall be performed with the most modern machinery, materials, and methods as generally accepted by the industry. "Short cut" cost-saving methods, which may lower the quality of the product, will not be accepted.

- A) Computer tables shall be designed to be assembled at the job site. Double faced units shall be 61-3/16" deep x 48"h end panels. Units shall consist of individual back panel, and end panels or joiner panels (used between work surfaces)
- B) End panels shall consist of a 1-1/8" thick wood composite core externally banded on all four edges with 3/8" thick solid stock. The external face of the Panel shall be laminated with plain sliced select red oak veneer. The other face shall be laminated with red oak veneer. The end panel shall be bored to receive to 1" diameter adjustable steel glides. End panel to have decorative style woodford panel molding.
- C) Joiner panels shall consist of a 1-1/8" thick wood composite core externally banded on all four edges with 3/8" thick solid stock. Both faces shall be laminated with red oak veneer. Each joiner panel shall receive a 2-1/2" wide 6" long oval opening to permit easy passage for cord and data lines. The joiner panels shall be bored to receive two 1" diameter, adjustable steel glides.

- D) Back panels shall consist of a 3/4" thick wood composite core internally banded along each side with 3/4" thick x 1-1/2" wide hard maple or yellow Birch. Faces shall be laminated with red oak veneer. The veneer grain direction shall be vertical. The top edge shall be externally banded with 3/8" thick solid stock. Each side shall be machined to receive three non locking clips which shall accept three 1" #12 shoulder screws which are embedded in the end and/ or joiner panels. The bottom of the back panel Shall be approximately 4-1/4" above the finished floor.
- E) The bolt adjustable work surface shall be 1-1/4" thick x 27 15/16" deep with a wood composite core with a .048" thick plastic laminate face and a .040" Thick phenolic backer. The exposed edges shall be internally banded with 1-1/8" thick x 1-1/4" wide solid stock. These edges shall receive 15/16 radius. Nominal 39" high work surfaces can be positioned at heights of 32", 29" 27" above the finished floor. There shall be a 2" opening between the work surface and the back panel.
- F) Each end panel or joiner panel shall be secured to the work surface with special threaded fasteners. This shall be accomplished by routing the underside of the work surface with four "T" shaped routs, two on each end. A 1/4" - 20 x 3" hex head cap screw through a bar washer 1/4" thick x 1/2" wide 1-1/2" long shall be inserted in each rout and the hex cap screws threaded into internally and externally threaded heli-coil inserts positioned in the end panel or joiner panel.

Qty 1	Double face initial computer tables.					
	9556-339	(28" x 34"ws)	48"h	36 3/8"w	61-3/16"d	
						\$3,140.00
Qty 1	Double face additional computer tables.					
	9556-439	(28" x 34"ws)	48"h	35 3/16"w	61-3/16"d.	
						\$1,909.00
Qty 4	Flexsteel #C126-10 high back wing back chair, 31"w x 32"d 42"h, crypton commercial fabric grade 16.					
						\$727.00ea
						\$2,908.00
Qty 1	Flexsteel #6569034, 40"d x 20"h table.					
						\$624.00

Qty 1 Corner storage unit. To consist of 2 = 72"wide hinged door storage cabinets cabinet depth 18" x overall height of 39", unit to have recessed toe space, and 1 adjustable interior shelf. Top to be plastic laminate shelf edge with back splash.

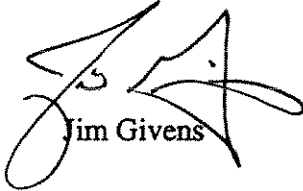
\$2,350.00

Note: All finishes to be chosen from manufactures standard offering.

Grand total **\$20,406.00**

Respectfully submitted,

BURGHER OFFICE EQUIPMENT, INC.

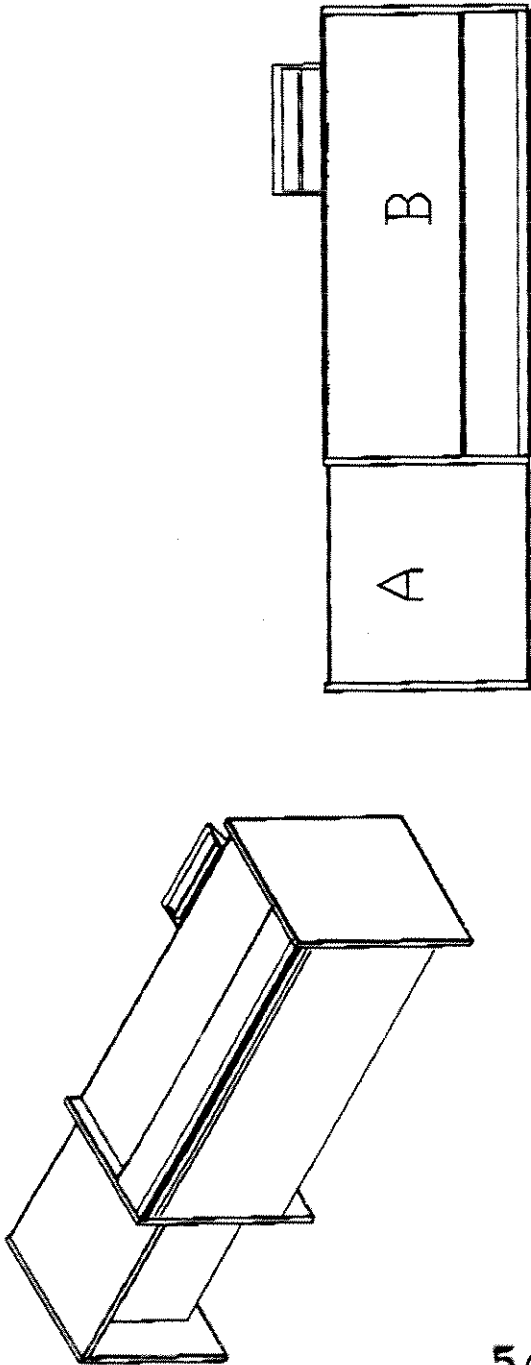

Jim Givens

COLOR KEY

- BUCKSTAFF SEATING
- BUCKSTAFF FIXTURES
- G.C. / EXISTING PRODUCT
- SPACE DIMENSIONS

CIRCULATION DESK KEY

	921E-311
	921E-318
A	Universal Access Unit
B	69"V Desk



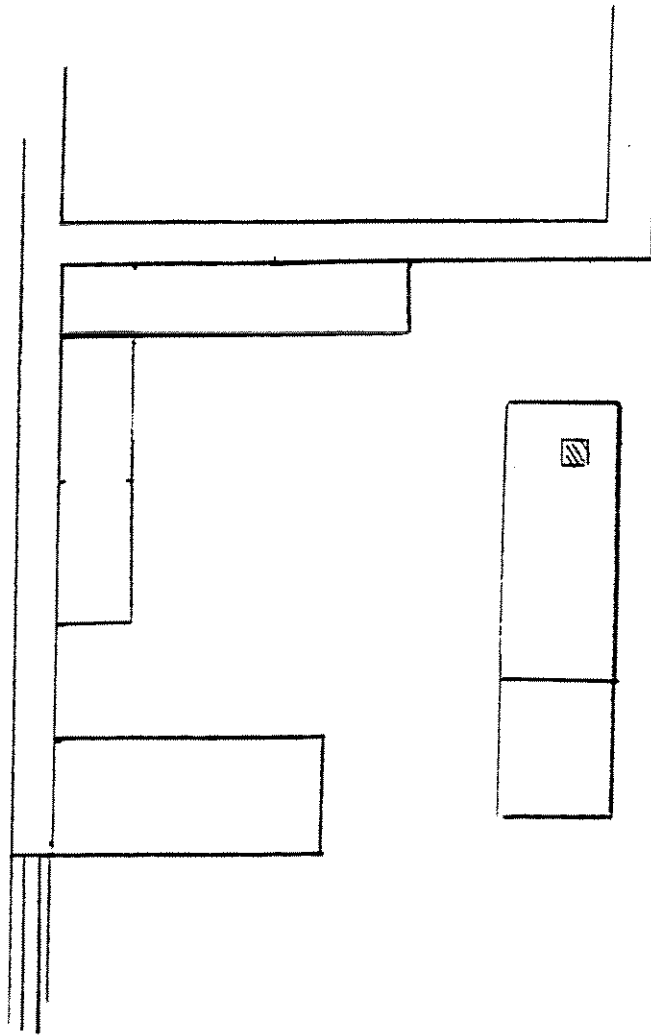
Project Name and Location
Mountain Iron Public Library
 Desk #2
 Mountain Iron, MN

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Author	John M. Brevard
Date	8/27/78
Project Name	Mountain Iron Public Library
Sheet No.	54

Author	John M. Brevard
Date	8/27/78
Project Name	Mountain Iron Public Library
Sheet No.	54

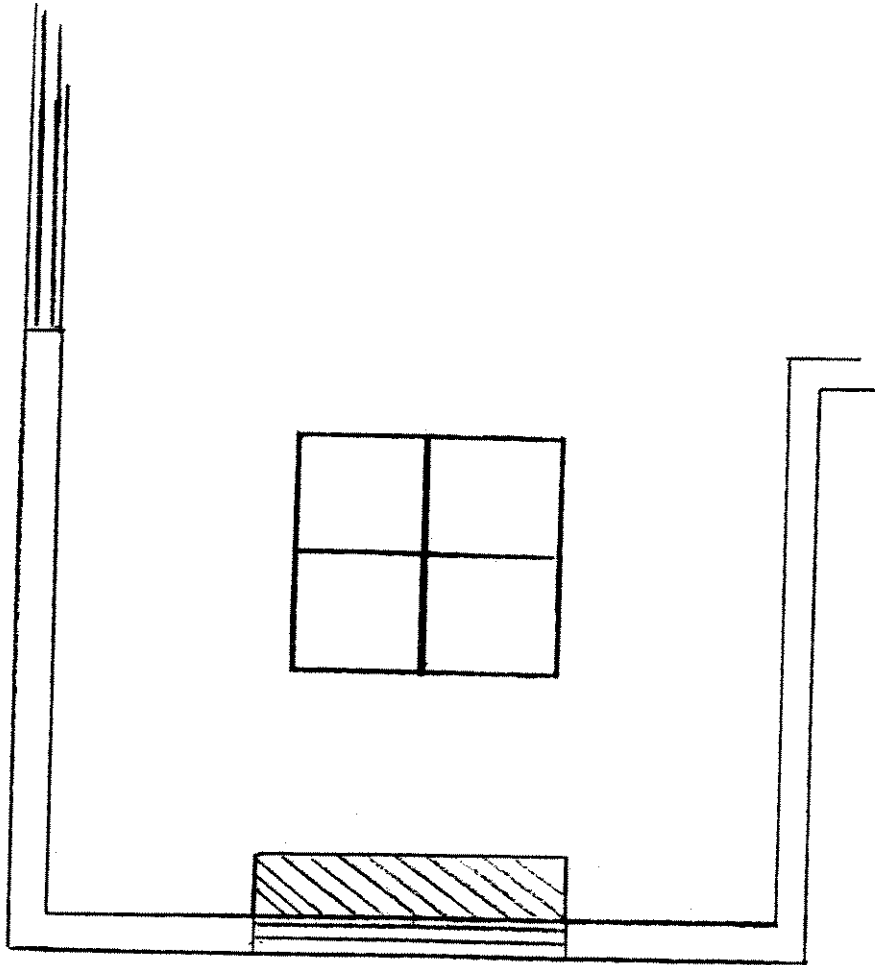
BUCKSTAFF
 creating lasting impressions



MOUNTION IRON PUBLIC LIBRARY
CIRCULATION DESK

1/4"=1'-0"

1/28/07



MOUNTAIN IRON PUBLIC LIBRARY
COMPUTER CARRELS

1/4" = 1' = 0"

1/28/07

COUNCIL LETTER 050707-IVH1
PERSONNEL COMMITTEE
TEMPORARY SUMMER WORKERS

DATE: May 2, 2007

FROM: Personnel Committee

Larry Nanti
Director of Parks & Recreation

Don Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Applications will be reviewed and all those hired will be chosen by the appropriate Department Head.

The Parks & Recreation Board will interview and approve hiring as needed. A list will be forwarded to the City Council.

The hourly rate of pay for hired employees will be \$8.00 per hour in 2007 with a 25 cent per hour increase for returning summer worker each year thereafter.

COUNCIL LETTER 050707-VIA

ADMINISTRATION

RESOLUTION NUMBER 22-07

DATE: May 2, 2007
FROM: Craig J. Wainio
City Administrator

Resolution Number 22-07, Ordering Improvement and Preparation of Plans relates to the improvement of 16th Avenue. Once the Public Hearing is completed, the City Council needs to authorize the development of plans and specifications for the improvement of 16th Avenue. This project is a joint effort between the City of Mountain Iron and the City of Virginia with Mountain Iron paying 45% and Virginia paying 55%.

It is recommended that the City Council adopt Resolution Number 22-07 Ordering Improvement and Preparation of Plans.



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RESOLUTION NUMBER 22-07

ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, a Resolution of the City Council adopted the 16th day of April, 2007, fixed a date for a Council Hearing on the proposed improvement of all of 16th Avenue by reconstruction, and;

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 7th day of May, 2007, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted the 16th day of April, 2007.
3. Benchmark Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

DULY ADOPTED BY THE CITY COUNCIL THIS 7TH DAY OF MAY, 2007.

ATTEST:

Mayor Gary Skalko

City Administrator

COUNCIL LETTER 050707-VIB

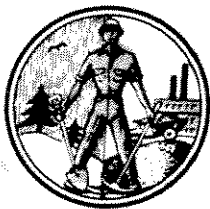
ADMINISTRATION

RESOLUTION NUMBER 23-07

DATE: May 2, 2007
FROM: Craig J. Wainio
City Administrator

Resolution Number 23-07 is approving a Premise Permit for Chicagami at BG's Bar and Grill. The City Council is required to approve all permits which are then sent to the State of Minnesota for final approval.

It is recommended that the City Council approve Resolution Number 23-07 Charitable Gambling.



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RESOLUTION NUMBER 23-07

CHARITABLE GAMBLING

WHEREAS, the Chicagami, has applied to renew a Class B Charitable Gambling Operation Permit consisting of raffles, paddlewheels, tipboards, and pull-tabs at BGs Saloon, and;

WHEREAS, the Chicagami, is requesting that their Class B Charitable Gambling Permit be renewed.

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

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF MAY, 2007.

ATTEST:

Mayor Gary Skalko

City Administrator

**Chicagami
401 Roosevelt Avenue
Eveleth, MN 55734
218-744-1163**

April 26, 2007

**Craig Wainio
City Clerk
8586 Enterprise Drive S.
Mt. Iron, MN 55768**

Re: Request for Resolution

Dear Craig,

Please accept this Lease and Premise Application on behalf of Chicagami to sell pull tabs at BG's Bar & Grill beginning June 1st, 2007.

I understand your next City Council meeting is set for May 7th, 2007. If you could please see that this matter get on the agenda for that meeting it would be greatly appreciated.

Thank you very much for your attention in this matter. If there are any questions you have regarding this matter, please feel free to call me at the above listed number or on my cell phone @ 780-8590.

Thank you again.

Respectfully,



**Susan Foucault
Gambling Manager**

**Minnesota Lawful Gambling
LG215 Lease for Lawful Gambling Activity**

Check applicable item:

- 1. **Lease for new application.** Submit with new premises permit application.
- 2. **Renewed lease.** Submit with premises permit renewal.
- 3. **New owner.** Submit new or amended lease **within 10 days** after new lessor assumes ownership. Date effective ___/___/___
- 4. **Amended lease**
 - Check the change(s) in the lease: ___ Rent ___ Premises name ___ Booth/bar ___ Activity change ___ Other
 - Date that changes will be effective ___/___/___
 - Both parties must initial and date all changes.
 - Submit changes at least 10 days prior to the change.

Organization name	License number	Daytime phone
-------------------	----------------	---------------

Name of leased premises 36's BAR & GRILL	Street address 5494 HWY 7	City VIRGINIA	State MN	Zip 55792	Daytime phone (218) 747-0512
--	-------------------------------------	-------------------------	--------------------	---------------------	--

Name of legal owner of premises Greg & Jeff Peterson	Business/street address SAME	City "	State "	Zip "	Daytime phone SAME
--	--	------------------	-------------------	-----------------	------------------------------

Name of lessor (if same as legal owner, write in "SAME")	Business/street address	City	State	Zip	Daytime phone SAME
--	-------------------------	------	-------	-----	------------------------------

Check all activities that will be conducted:

- Pull-tabs Pull-tabs with dispensing device Tipboards Paddlewheel Paddlewheel with table Bingo Bar bingo

Pull-tab, Tipboard, and Paddlewheel Rent (No lease required for raffles.)

Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold.

Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.

Does your organization OR any other organization conduct gambling from a booth operation at this location? Yes No

If you answered **yes** to the question above, rent limits are based on the following combinations of operation:

- Booth operation
- Booth operation and pull-tab dispensing device
- Booth operation and bar operation
- Booth operation, bar operation, and pull-tab dispensing device

The maximum rent allowed may not exceed \$1,750 in total per month for all organizations at this premises.

Complete one option:

Option A: 0 to 10% of the gross profits per month. Percentage to be paid _____%

Option B: When gross profits are \$4,000 or less per month, \$0 to \$400 per month may be paid. Amount to be paid \$_____.

Option C: \$0 to \$400 per month may be paid on the first \$4,000 of gross profit. Amount to be paid \$ 400.00 . Plus 0% to 10% of the gross profits may be paid per month on gross profits over \$4,000. Percentage to be paid 10 %

If you answered **no** to the question above, rent limits are based on the following combinations of operation:

- Bar operation
- Bar operation with pull-tab dispensing device
- Pull-tab dispensing device only

The maximum rent allowed may not exceed \$2,500 in total per month for all organizations at this premises.

Complete one option:

Option A: 0 to 20% of the gross profits per month. Percentage to be paid _____%

Option B: When gross profits are \$1,000 or less per month, \$0 to \$200 per month may be paid. Amount to be paid \$_____.

Option C: \$0 to \$200 per month may be paid on the first \$1,000 of gross profits. Amount to be paid \$_____ . Plus 0% to 20% of the gross profits may be paid per month on gross profits over \$1,000. Percentage to be paid _____%

Bingo Rent

Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo. Percentage to be paid _____%

Option E: A rate based on a cost per square foot not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid \$_____ per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

Bar Bingo Rent

Option F: No rent may be paid for bingo conducted in a bar.

New Bingo Activity

For any new bingo activity not previously included in a Premises Permit Application, attach a separate sheet of paper listing the days and hours that bingo will be conducted.

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited - The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited - The lessor, the lessor's immediate family, and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises.

Illegal Gambling

- The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7861.0050, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises and that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without the payment of rent during the time period determined by the Board for violations of this provision.
- To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7861.0050, Subpart 3.
- Notwithstanding Minnesota Rules 7861.0050, Subpart 3, an organization must continue making rent payments, pursuant to the terms of the lease, if the organization or its agents are found to be solely responsible for any illegal gambling conducted at that site that is prohibited by Minnesota Rules 7861.0050, Subpart 1, or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.
- The lessor shall not modify or terminate the lease in whole or in part because the organization reported to a state or local law enforcement authority or the Board the occurrence at the site of illegal gambling activity in which the organization did not participate.

Other Prohibitions

- The lessor will not impose restrictions on the organization with respect to providers (distributors) of gambling-related equipment and services or in the use of net profits for lawful purposes.
- The lessor, person residing in the same household as the lessor, the lessor's immediate family, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. If there is a dispute as to whether a violation of this provision occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.
- The lessor shall not modify or terminate this lease in whole or in part due to the lessor's violation of the provisions listed in this lease.

Access to permitted premises - The Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel have access to the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records - The lessor shall maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record shall be maintained for a period of 3-1/2 years.

Rent all-inclusive - Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to trash removal, janitorial and cleaning services, snow removal, lawn services, electricity, heat, security, security monitoring, storage, other utilities or services, and in the case of bar operations, cash shortages. Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Acknowledgment of Lease Terms All obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board. I affirm that the lease information is the total and only agreement between the lessor and the organization. There is no other agreement and no other consideration required between the parties as to the lawful gambling and other matters related to the lease. Any changes in this lease will be submitted to the Gambling Control Board at least 10 days prior to the effective date of the change. If a renegotiated lease is made due to a change in ownership, the new lease will be submitted within 10 days after the new lessor has assumed ownership.

List or attach other terms or conditions (must be approved by director of Gambling Control Board)

either party may cancel this contract w/ 60 days written notice.

Signature of lessor 	Date 4/24/07	Signature of organization official (lessee) <i>Susan Foucault</i>	Date 4/24/07
Print name and title of lessor GREG PETERSON		Print name and title of lessee SUSAN FOUCAULT GAMBLING MGR.	

Questions on this form should be directed to the Licensing Section of the Gambling Control Board (Board) at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. If you use a TTY, you can call the Board by using the Minnesota Relay Service and ask to place a call to 651-639-4000. The information requested on this form will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

COUNCIL LETTER 050707-VIC
ADMINISTRATION
RESOLUTION NUMBER 24-07

DATE: May 2, 2007
FROM: Craig J. Wainio
City Administrator

Resolution Number 24-07 Bank Authorization is a standard Resolution passed annually to designate the City Officials who may sign financial instruments on behalf of the City.

It is recommended that the City Council adopt Resolution Number 24-07 Bank Authorization.



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 24-07

BANK AUTHORIZATION

THIS IS TO CERTIFY: That at a meeting of the City Council of the City of Mountain Iron, (hereafter referred to as the "City"), operating under the laws of the State of Minnesota, duly held on May 7, 2007, the following resolution was adopted:

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

Gary Skalko – Mayor

Craig J. Wainio – City Administrator

Joe Prebeg Jr. – Deputy Mayor

Donald V. Kleinschmidt – Dir. of Public Works

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

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

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

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

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

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF MAY, 2007.

ATTEST:

Mayor Gary Skalko

City Administrator

COUNCIL LETTER 050707-VID

ADMINISTRATION

RESOLUTION NUMBER 25-07

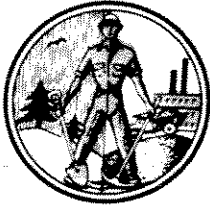
DATE: May 2, 2007

FROM: Don Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Resolution Number 25-07 Authorizing Mutual Aid Agreement is a program being established by the Minnesota Municipal Utilities Association to ensure that all municipal utilities are eligible for FEMA reimbursement in times of disaster when we may be assisting other communities.

It is recommended that the City Council adopt Resolution Number 25-07 Authorizing Mutual Aid Agreement.



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RESOLUTION NUMBER 25-07

AUTHORIZING MUTUAL AID AGREEMENT

WHEREAS, the City of Mountain Iron, Minnesota ("City"), operates and maintains a municipal electric, water, wastewater and refuse and recycling utility; and,

WHEREAS, City wishes to cooperate with other cities which own and operate utility systems and other publicly-owned utility organizations ("Utilities"); and,

WHEREAS, City is a member of the Minnesota Municipal Utilities Association ("MMUA") and MMUA has developed a program to encourage and foster mutual aid between and among Utilities in the event of disasters and emergencies; and,

WHEREAS, the Federal Emergency Management Agency ("FEMA") has established a rule which provides that FEMA will reimburse mutual aid costs for a particular disaster or emergency only if mutual aid participants have signed a written agreement prior to that disaster or emergency; and,

WHEREAS, prudent and appropriate charges should be established from time to time which may be paid to City for its provision of mutual aid services and which may be paid to other Utilities which may provide mutual aid assistance to City.

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

1. The Mayor and City Administrator are hereby authorized and directed to execute and deliver the MMUA Mutual Aid Agreement and such other documents and agreements as may be necessary to implement City's participation in the MMUA Mutual Aid Program and to qualify for FEMA reimbursement of mutual aid costs.
2. The managing staff of the City's utility systems shall establish reasonable rates for reimbursement of its labor and equipment costs as contemplated in FEMA rules, and periodically revise such rates as necessary.
3. City will provide mutual aid assistance to other Utilities if management determines (a) that the reliability and performance of City's utility systems and the public health and safety of City residents and customers will not be materially and adversely affected, (b) the other Utilities has executed the MMUA Mutual Aid Agreement (or an agreement substantially similar in form and content) and (c) the other Utilities has established rates for reimbursement of City's labor and equipment costs which are reasonably comparable to those established by City.

DULY ADOPTED BY THE CITY COUNCIL THIS 7TH DAY OF MAY, 2007.

ATTEST:

Mayor Gary Skalko

City Administrator

THE TRENTI LAW FIRM
225 FIRST STREET NORTH
SUITE 1000
P.O. BOX 958
VIRGINIA, MN 55792
(218) 749-1962
FAX: (218) 749-4308

FACSIMILE TRANSMITTAL SHEET

TO:	Craig Wainio City Administrator	FROM:	Sam A. Aluni City Attorney
COMPANY:	City of Mountain Iron	DATE:	5/2/2007
FAX NUMBER:	748-7573	TOTAL NO. OF PAGES INCLUDING COVER:	ONE (1)
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	55,337-7
RE:	City of Mountain Iron Mutual Aid Agreement	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Craig:

I have reviewed the mutual aid materials provided by MMUA and find them to be in order for execution and forwarding to MMUA. Also, the City should formally adopt the Model Resolution for Mutual Aid Assistance. If you have any questions, please contact me.

Very truly yours,

SAM A. ALUNI

SAA:skf



Minnesota Municipal Utilities Association

July 12, 2000

Dear MMUA Member:

The Federal Emergency Management Agency (FEMA) will no longer reimburse costs arising from a city or municipal utility assisting another city/utility unless there is a prior, written agreement between the damaged party and the assisting party.

This stipulation is contained in policy update 9523.6 Mutual Aid Agreements for Public Assistance, issued on August 17, 1999. The policy publication says it "is applicable to all major disasters and emergencies declared on or after the publication date of this policy". The policy was published in the Federal Register, but not well publicized until this time; a copy of the policy is enclosed. There is no provision for reimbursement for mutual aid when there is no formal written agreement.

The second enclosure is a Mutual Aid Agreement that was drafted following discussion between the American Public Power Association, the National Rural Electric Cooperative Association and FEMA. This agreement is reportedly being used around the country.

FEMA officials have led us to believe that if a city signatory to this agreement receives mutual aid from another city which is signatory to the agreement, the city receiving mutual aid will be eligible for reimbursement by FEMA for the costs of labor and equipment received from the providing city. This, we are told, applies equally to other publicly-owned entities, such as co-ops, county government, etc.

We have tried to confirm that this Mutual Aid Agreement will satisfy FEMA rule requirements, but we urge you to satisfy yourself on this issue by discussing it with your city attorney, as this is primarily a legal issue. Further, you should consider that as a city receiving or providing mutual aid, there may well be important considerations beyond FEMA reimbursement. For example, when mutual aid is actually requested of your city pursuant to the agreement, you may wish to confirm at that time if the requesting city will reimburse your costs whether or not FEMA aid is provided to the receiving city. That and other legal issues under Minnesota law are not addressed in the agreement. We suggest that you talk to your city attorney on those points as well.

Previously, most municipal utilities believed the traditional practice of help-your-neighbor made widespread implementation of a mutual aid agreement unnecessary. That has changed. A joint meeting of the MMUA Communications/Member Services Committee and the Mutual Aid Task Force was held June 22, 2000. The group endorsed said Mutual Aid Agreement, and the MMUA Board of Directors June 25, 2000 approved the association's involvement with mutual aid activities, including the promotion of this agreement.

MMUA has contacted a variety of municipal organizations in Minnesota, as well as FEMA offices in Minnesota and the regional office in Chicago. We are also coordinating our efforts with APPA and other municipal associations in Minnesota. MMUA envisions a more comprehensive mutual aid package to be developed, including help with radio communications in a disaster situation.

It is important to note that the enclosed Mutual Aid Agreement does not obligate you or your city/utility to provide mutual aid, it merely clears the deck for receipt of FEMA reimbursement should you assist another city/utility, etc., and federal disaster assistance funds become available.

The final enclosure is a model resolution for use by your governing body. It authorizes participation in the MMUA Mutual Aid Program, directs execution of the Mutual Aid Agreement and establishes authority for setting rates for reimbursement. We urge you to consider adoption of the resolution by your utility's governing body. If your city is a statutory city and has a utility commission, the governing body would be the commission. If it is a statutory city without a commission, it is the city council. If your city is a charter city, you will have to review your charter to determine if the city council or a commission is the governing body; you may consider seeking approval of both.

When the resolution is approved, please sign two copies of the Mutual Aid Agreement, date them and return one signed copy to me and keep one for your files. Also, please send a copy of the resolution as adopted.

Sincerely,



Michael D. Willetts
Director of Job Training & Safety

Enclosures: Public Assistance Policy
(2) Mutual Aid Agreements
Model Resolution

Mutual Aid Agreement

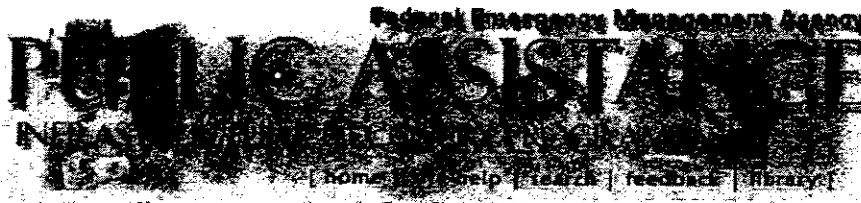
A Mutual Aid Agreement is an agreement between jurisdictions or agencies to provide services across boundaries in the event of an emergency. The conditions of the agreement can be to provide reciprocal services or direct payment for services. FEMA will reimburse mutual aid costs provided that:

- The agreement is written and was in effect prior to the disaster
- The assistance is requested by the Applicant
- The work performed is directly related to the disaster and is otherwise eligible for FEMA assistance
- The entity that received the aid was charged for that aid. For example, Green County removes debris in Blue County. As part of their mutual aid agreement, Green County charges Blue County for the work. FEMA may provide funding to Blue County
- The agreement is not contingent upon declaration of a major disaster or emergency
- The entity can provide documentation of rates and payment for services, if requested



The employees of the entity providing supplemental assistance are considered as extra hires or contract labor; therefore, both regular and overtime labor are eligible.

*References: Mutual Aid Agreements for Public Assistance,
FEMA Policy 9523.6, dated August 17, 1999
Public Assistance Guide, FEMA 322, page 25*



9523.6 Mutual Aid Agreements for Public Assistance

1. **Date Signed:** August 17, 1999
2. **Response and Recovery Policy Number:** 9523.6
3. **Title:** Mutual Aid Agreements for Public Assistance
4. **Purpose:** This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program incurred through mutual aid agreements between applicants and other entities.
5. **Scope and Audience:** This policy is applicable to all major disasters and emergencies declared on or after the publication date of this policy. This policy is intended for personnel involved in the administration of the Public Assistance Program. This policy applies to emergency work authorized under Sections 403, 407, and 502 of the Stafford Act.
6. **Background:** Many State and local governments and Private Nonprofit organizations formulate mutual aid agreements to provide emergency assistance to each other in the event of disasters or other crises. The conditions of the agreements may be to provide reciprocal services or to receive direct payment through specific labor and equipment rates outlined in the agreements. These agreements usually are written but, occasionally, are by understanding or are arranged after a disaster occurs. This policy addresses both written and unwritten mutual aid agreements.
7. **Policy:**
 - A. Written Mutual Aid Agreements. FEMA will reimburse mutual aid agreement costs associated with emergency assistance provided all of the following conditions are met:
 1. The assistance requested by the applicant is directly related to the disaster and is eligible for FEMA assistance.
 2. The mutual aid agreement is in written form and signed by authorized officials of the agreeing parties prior to the disaster.
 3. The mutual aid agreement applies uniformly in emergency

situations. The agreement must not be contingent upon a declaration of a major disaster or emergency by the Federal government or on receiving Federal funds.

4. The providing entity may not request or receive grant funds directly. Only the eligible applicant receiving the aid may request grant assistance.
5. Upon request, the applicant must be able to provide FEMA with documentation that the services were requested.
6. Upon request, the applicant must be able to provide FEMA with documentation of services received and costs incurred.

B. Reimbursement Under Provisions of Written Mutual Aid Agreements.

1. The agreement is treated as a contract, therefore, the labor and equipment rates outlined in the agreement are acceptable provided they are reasonable in terms and costs.
2. The labor force of the providing entity is considered contract labor. Therefore, straight time for the force account labor of the providing entity is an eligible expense. Straight time for the force account labor of the receiving entity is not an eligible expense and remains limited by 44 CFR 206.228(a)(4).
3. If the providing entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share in accordance with the provisions of the Donated Resources policy (#9525.2).
4. If the agreement provides for an initial period of unpaid assistance before the receiving entity reimburses the providing entity, assistance during that period may be credited to the non-Federal cost share under the provisions of the Donated Resources policy (#9525.2).
5. If the agreement states that there is no cost to the applicant receiving the emergency assistance, assistance may be credited to the non-Federal cost share under the provisions of the Donated Resources policy (#9525.2).

C. Reimbursement Without an Existing Written Mutual Aid Agreement. There are no provisions for reimbursement for mutual aid when there is no formal written agreement.

D. Permanent Work. Long term use of these agreements is not expected. Temporary modification of the terms in the agreement to increase rate costs for work beyond emergency assistance, such as permanent repairs, will not be recognized by FEMA. Applicants must advertise and award competitive bid contracts for permanent repairs.

E. Additional Requirements and Exceptions

1. FEMA recognizes only mutual aid agreements that are between governments or PNPs in separate areas. FEMA does not recognize "mutual aid agreements" between agencies, departments or entities of the same town, county or State government. For example: A Public Works Department cannot arrange to be reimbursed for force account regular time in an emergency by developing a "mutual aid agreement" with the Water Department.
 2. When there is a jurisdictional overlap, such as a county and city, with a long standing practice that each entity helps the other without reimbursement, limitations on eligibility of force account labor under 44 CFR 206.228(a)(4) applies to both entities. Normal procedures prevail.
 3. There may be times when a providing entity is also an eligible applicant in its own right. When this occurs, there may be differences in eligible costs in the two capacities. For example, provisions governing mutual aid agreements are different from the Public Assistance Program reimbursement provisions for eligible applicants using their own resources to meet emergencies in their own jurisdictions. Appropriate records would be needed to support any claims made.
 4. Participants in mutual aid agreements may not mutually redirect their forces to assist other political entities in such a way as to circumvent the limitations of 44 CFR 206.228 (a)(4).
8. **Supersession:** This policy updates and replaces previous public assistance policy documents on this subject.
9. **Authorities:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288 as amended and the implementing regulations of 44 CFR 206.
10. **Originating Office:** Infrastructure Division, Response and Recovery Directorate

11. Review Date: Two years from date of publication

12. Signature:

 signed
Lacy E. Suiter
Executive Associate Director
Response and Recovery Directorate

13. Distribution: Regional Directors, Regional and Headquarters R & R
Division Directors

Updated: August 20, 1999

_____ Federal Emergency Management Agency _____

MUTUAL AID AGREEMENT

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

1. Request for Aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
2. Discretionary Rendering of Aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
3. Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
4. Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
5. Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
6. Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____ Entity _____

By _____

Print _____

Title _____

Mail to: Minnesota Municipal Utilities Association, 3025 Harbor Lane North, #400, Plymouth, MN 55447
Keep one copy for your files.

Justin L Terch
Amber L Venaas
39 England Ave
Duluth, MN 55808

City of Mt. Iron
Office of City Administrator

April 23, 2007

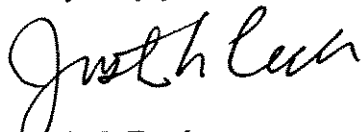
To Whom It May Concern:

This letter is to request a place on the agenda for the May 7, 2007 meeting of the Mt. Iron City Council.

We would like to request that the council authorize a one-day on sale liquor license for August 25, 2007 for a wedding reception that will be held at the Mt. Iron Community Center. BG's Bar and Grill, a licensed liquor establishment in Mt. Iron, will be providing bar services for our event, however they will not be providing food or catering services.

Please contact at (218) 213-7162 with any questions, concerns, and to confirm our place on the agenda.

Very truly yours,



Justin L Terch
Amber L Venaas

THE TRENTI LAW FIRM
PO BOX 958
225 FIRST STREET NORTH, SUITE 1000
VIRGINIA, MN 55792

Verification - 218-749-1962
FAX NO. - 218-749-4308
E-MAIL - saa@trentilaw.com

FAX TRANSMISSION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postage Service. Thank you.

Dated: November 15, 2008

Fax No.: 748-7573

DELIVER TO: Judy Seurer

Re: City of Mountain Iron: Community Center Liquor
Our File No.: 55,337-4

FROM: Sam A. Aluni, City Attorney, City of Mountain Iron 

No. of pages: 1 (including this page)

MESSAGE: Minn. Stat. §340A.404 Subd. 4 authorizes the holder of a retail on-sale intoxicating liquor license to dispense intoxicating liquor at a social affair owned by the municipality. This is an exception and supersedes the basic liquor license condition that the license is effective only in the space for which it was granted.

Minn. Stat. § 340A.404,
subd. 12

The permittee must notify one of the following individuals prior to any catered event:

- ◆ The police chief of the city in which the event will occur.
- ◆ The county sheriff if the event will take place outside the corporate limits of a city.

D. Special authorizations

Minn. Stat. § 340A.404,
subd. 4 (a)

A city may authorize a retail on-sale licensee (licensee within the city or an adjacent municipality) to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair. The event must be held on the premises of a sports, convention, or cultural facility owned by the city. However, the licensee is prohibited from dispensing intoxicating liquor to any person attending or participating in an amateur athletic event held on the premises.

Minn. Stat. § 340A.404,
subd. 4 (b)

See Minn. Stat. §
340A.409

See Part XI. *Liability*

A city may authorize an on-sale intoxicating liquor licensee (within the city) to dispense intoxicating liquor off the premises at a community festival held within the city. The authorization must specify the area in which the intoxicating liquor must be dispensed and consumed. The licensee must demonstrate he or she has the statutorily-required liability insurance to cover the event at the specified location before the city gives its authorization.

Cities may want to require insurance coverage in amounts higher than the statutes require for risk management purposes, regardless of whether the city is involved in the festival or event.

See Part XI. *Liability*

If a festival or event is being held on city property or if it is an event the city is sponsoring, cities should require that the insurance policy names the city as an additional insured. A contract that includes hold-harmless and indemnification language can also help to maximize a city's liability protection.

Part IX. Licensing

A.G. Ops. 218g-11, Oct. 6,
1944 and Mar. 1, 1963

Cities generally have broad discretion when it comes to making licensing decisions. The Attorney General has said that whether a liquor license should be renewed rests in sound discretion of the council. In another opinion, the Attorney General concluded a city is not required to issue the full number of licenses it has available.

Subd. 4. **Special provisions; sports, conventions, or cultural facilities; community festivals.** (a) The governing body of a municipality may authorize a holder of a retail on-sale intoxicating liquor license issued by the municipality or by an adjacent municipality to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the municipality or instrumentality thereof having independent policy making and appropriating authority and located within the municipality. The licensee must be engaged to dispense intoxicating liquor at an event held by a person or organization permitted to use the premises, and may dispense intoxicating liquor only to persons attending the event. The licensee may not dispense intoxicating liquor to any person attending or participating in an amateur athletic event held on the premises. (b) The governing body of a municipality may authorize a holder of a retail on-sale intoxicating liquor license issued by the municipality to dispense intoxicating liquor off premises at a community festival held within the municipality. The authorization shall specify the area in which the intoxicating liquor must be dispensed and consumed, and shall not be issued unless the licensee demonstrates that it has liability insurance as prescribed by section 340A.409 to cover the event.

340A.409 LIABILITY INSURANCE.

Subdivision 1. **Insurance required.** No retail license may be issued, maintained or renewed unless the applicant demonstrates proof of financial responsibility with regard to liability imposed by section 340A.801. The issuing authority must submit to the commissioner the applicant's proof of financial responsibility. This subdivision does not prohibit a local unit of government from requiring higher insurance or bond coverages, or a larger deposit of cash or securities. The minimum requirement for proof of financial responsibility may be given by filing:

(1) a certificate that there is in effect for the license period an insurance policy issued by an insurer required to be licensed under section 60A.07, subdivision 4, or by an insurer recognized as

an eligible surplus lines carrier pursuant to section 60A.206 or pool providing at least \$50,000 of coverage because of bodily injury to any one person in any one occurrence, \$100,000 because of bodily injury to two or more persons in any one occurrence, \$10,000 because of injury to or destruction of property of others in any one occurrence, \$50,000 for loss of means of support of any one person in any one occurrence, and \$100,000 for loss of means of support of two or more persons in any one occurrence;

(2) a bond of a surety company with minimum coverages as provided in clause (1); or

(3) a certificate of the commissioner of finance that the licensee has deposited with the commissioner of finance \$100,000 in cash or securities which may legally be purchased by savings banks or for trust funds having a market value of \$100,000.

This subdivision does not prohibit an insurer from providing the coverage required by this subdivision in combination with other insurance coverage.

An annual aggregate policy limit for dram shop insurance of not less than \$300,000 per policy year may be included in the policy provisions.

A liability insurance policy required by this section must provide that it may not be canceled for:

(1) any cause, except for nonpayment of premium, by either the insured or the insurer unless the canceling party has first given 30 days' notice in writing to the issuing authority of intent to cancel the policy; and

(2) nonpayment of premium unless the canceling party has first given ten days' notice in writing to the issuing authority of intent to cancel the policy.

Subd. 2. **Market assistance.** The market assistance plan of the Minnesota Joint Underwriting Association shall assist licensees in obtaining insurance coverage.

Subd. 3. **Minnesota Joint Underwriting Association.** (a) The Minnesota Joint Underwriting Association shall provide coverage required by subdivision 1 to persons rejected under this subdivision.

(b) A liquor vendor shall be denied or terminated from coverage through the Minnesota Joint Underwriting Association if the liquor vendor disregards safety standards, laws, rules, or ordinances pertaining to the offer, sale, or other distribution of liquor.

Subd. 3a. **Notification by insurer of status of claim.** Upon the request of the insured, an insurer who is providing coverage required by subdivision 1 shall inform the insured of the status of any claims made under the policy. The information must include:

(1) the employees of the insured that may be involved and the nature of their involvement;

(2) any amount the insurer is holding in reserve for payment of a claim or has paid in the disposition of the claim; and

(3) any amount paid in the defense of the claim.

This subdivision does not require disclosure of otherwise nondiscoverable information to an adverse party in litigation.

Subd. 4. **Insurance not required.** Subdivision 1 does not apply to licensees who by affidavit establish that:

(1) they are on-sale 3.2 percent malt liquor licensees with sales of less than \$25,000 of 3.2 percent malt liquor for the preceding year;

(2) they are off-sale 3.2 percent malt liquor licensees with sales of less than \$50,000 of 3.2 percent malt liquor for the preceding year;

(3) they are holders of on-sale wine licenses with sales of less than \$25,000 for wine for the preceding year; or

(4) they are holders of temporary wine licenses issued under law.

History: 1985 c 200 s 2; 1985 c 305 art 6 s 9; 1985 c 309 s 7-9; 1Sp1985 c 16 art 2 s 3 subd 1; 1Sp1986 c 3 art 1 s 38; 1987 c 107 s 1; 1987 c 152 art 1 s 1; 1988 c 534 s 1; 1991 c 249 s 31; 1994 c 485 s 61,62; 1997 c 129 art 1 s 5,6; 2003 c 112 art 2 s 50

COUNCIL LETTER 050707-0000

COUNCILOR ROSKOSKI

STREETCAR GRADE ROAD PAVING

DATE: May 2, 2007
FROM: Councilor Roskoski
Craig J. Wainio
City Administrator

Councilor Roskoski requested this item be placed on the agenda with this background information:

Dave and Bill Buria are requesting that all or part of Streetcar Grade Road be paved. The Council should schedule a Public Hearing to do so.

COMMUNICATIONS

MAY 7, 2007

1. Minnesota Department of Transportation, a letter advising the City that the grant application for the Mountain Iron-Buhl High School to Merritt Elementary School Trail was not recommended for funding.
2. Iron Range Veterans Memorial, a thank you for the contribution.
3. Sally Peterangelo, a thank you for the floral arrangement for Phil's funeral.
4. League of Minnesota Cities, forwarding information regarding Board of Directors Vacancies.



Minnesota Department of Transportation

1123 Mesaba Avenue
Duluth, MN 55811-2798
Office Tel: 218/ 725-2700
Fax: 218/ 725-2800

101 N. Hoover Road
Virginia, MN 55792-3412
Office Tel: 218/ 749-7793
Fax: 218/ 749-7799

April 26, 2007

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

Re: Mountain Iron-Buhl High School to Merritt Elementary School Trail

Dear Mr. Wainio:

Thank you for applying for Transportation Enhancement (TE) funding for fiscal year 2011. The Northeast Minnesota Area Transportation Partnership (ATP) Enhancements Task Force reviewed 11 project applications representing approximately \$4,214,022 of construction and improvements. The ATP Enhancements Task Force recommended that five projects be funded for fiscal year 2007 (totaling \$1,351,433 in federal funds). Unfortunately, the Mountain Iron-Buhl School to Merritt Elementary School Trail was not recommended for funding.

We encourage you to seek other funding sources to implement your project. Enclosed is a guide of other funding sources including local, private, state and federal sources. The Arrowhead Regional Development Commission facilitated the ATP Enhancement Task Force which reviewed and prioritized the projects for funding. If you have any questions regarding this process, please call Bryan Anderson, ARDC Planner, at 218-529-7529 or 800-232-0707.

Again, thank you for applying for Transportation Enhancement funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Robinson".

Michael L. Robinson, P.E.
District Engineer

Possible Alternative Funding Sources

Funding sources are continually changing and this list is not considered to be all inclusive.

Local Funding Sources

City, County, and Township Capital Improvement Programs
Trail/Park Dedication Ordinances
Mitigation Fees
Fundraising Organizations

Private Funding Sources

Utility fees from joint use
Adjacent property owner donations
Railroad donations if acquiring an abandoned railroad grade
Charitable foundations
Fund raising events
Volunteers
Snowmobile clubs
Chambers of Commerce
Sportsmen's groups
Small business contributions
Minnesota Park and Trails Council (612/631-2818)
The Nature Conservancy (612/331-0750)
The Trust for Public Land (612/338-8494)
Polaris Industries Grants-In-Aid Program (612/542-0500)

The Trail or Facility

Proceeds from the sale of ballast rails, plates, ties, etc. (if acquiring abandoned railroad grade)
Utility easements
Sale of excess property
Leases
User fees

State Funding Sources

Legislative Commission on Minnesota Resources (612/296-2406)
Direct Legislative Appropriation (call your local legislator)
Pull Tab/Gambling Control Board (612/639-4000)
IRRRB (218/865-4143)
Minnesota Historical Society (612/296-5434)

Mn/DOT

Federal Transit Administration (612/296-1615)
State Railbanking Program (612/296-1618)
Community Roadside Enhancement Partnership Program (612/296-5772)

Iron Range Veterans Memorial, Inc.
P O Box 35
Virginia, Mn 55792

Federal ID No. 41-1923951
501C3 tax-exempt corporation

Date: 4/14/07

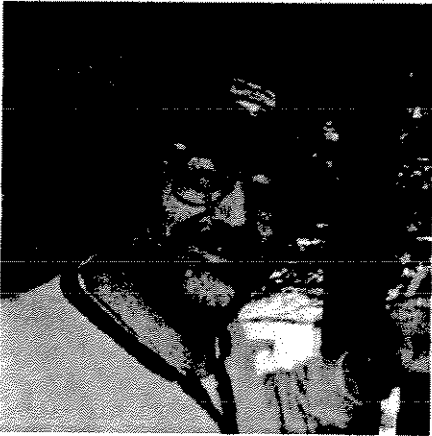
Contributor: CITY OF MT. IRON
8586 ENTERPRISE DR. So.
MT. IRON MN 55768

Amount of Contribution: \$ 1000⁰⁰

Thank you for your contribution. It will help
make our dream of an Iron Range Veterans
Memorial to honor our Veterans a reality.

Again, thank you for your contribution.
VERY MUCH!

Philip Peterangelo



June 27, 1953 - March 23, 2007

Mayor Skalko + City Council,
Thank you for sending such
a unique floral arrangement
to Phil's funeral. That
meant so much to me +
I appreciated your kindness.
Also, thanks for your concern
+ support during his illness.
You guys are the best.

Love + thanks, Sally Peterangelo



League of Minnesota Cities

145 University Avenue West, St. Paul, MN 55103-2044
(651) 281-1200 • (800) 925-1122
Fax: (651) 281-1299 • TDD: (651) 281-1290
www.lmnc.org

TO: City Clerks, Administrators and Managers
FROM: Jim Miller, Executive Director
DATE: April 16, 2007
SUBJECT: Board of Directors Vacancies

At the Annual Meeting in Duluth on June 28, 2007 the membership will elect a president, first vice president, second vice president and four new members to the Board of Directors, one of which will be recommended by the City of St. Paul. (The election of a current Board member to an officer position would result in an additional opening for a director position). Director terms are for three years and service involves attendance at monthly Board meetings and one or two, two-day retreats. The League pays for most expenses, including mileage.

The 4 board members elected on June 28th will fill the seats vacated by:

- St. Paul Council Member Dan Bostrom
- Silver Bay Council Member Jim Kelly
- Newport Police Chief Veid Muiznieks
- Cannon Falls Council Member Lisa Wilcox-Erhardt (*eligible for re-election*)

If you are aware of an elected or appointed individual from your city who is interested in serving on the League's Board of Directors, please have them complete an application and submit a brief resume no later than June 8, 2007. A roster of current Board members, the Governance Handbook, and the application form are enclosed. We strongly encourage interested individuals to read through the Governance Handbook before applying to ensure they are aware of the roles and responsibilities outlined.

I would be most happy to answer any questions and can be reached at 651-281-1205. Thank you for your help in this very important matter.