

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, JUNE 1, 2009 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the May 18, 2009, Regular Meeting (#1-8)
  - B. Communications (#44-48)
  - C. Receipts
  - D. Bills and Payroll
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
  - B. City Administrator's Report
    - 1. Gary Cerkvenik – Arrowhead Amateur Sports Complex
    - 2. Holiday Inn Express 3.2 Beer License and Wine License (#9)
  - C. Director of Public Works Report
  - D. Sheriff's Department Report
  - E. City Engineer's Report
    - 1. Joe Palo – Report on East Range Waste Water Meeting
    - 2. Pay Request Number 1 – Agate Street Storm Sewer (#10-12)
  - F. Planning and Zoning Commission
    - 1. Conditional Use Permit – Summit Signs (#13-16)
  - G. Public Health and Safety Board
    - 1. Sheriff's Department Vehicle
    - 2. Wildland Fire Apparatus (#17-35)
  - H. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Resolution Number 22-09 Authorizing Grant Application (#36-37)
  - B. Resolution Number 23-09 Authorizing Application (#38-39)
  - C. Resolution Number 24-09 Authorizing Bids (#40-42)
  - D. Communications (#44-48)
  - E. Closed Meeting – Consider Strategies for Labor Negotiations (#43)
- VII. Announcements
- VIII. Adjourn

# Denotes page number in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
MAY 18, 2009

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Rod Flannigan, City Engineer; Sam Aluni, City Attorney; John Backman, Sergeant; and Tom Cvar, Fire Chief.

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

- B. Approve the minutes of the May 4, 2009, Board of Review meeting as submitted.
- C. Approve the minutes of the May 4, 2009, Regular meeting as submitted.
- D. 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.
- E. To acknowledge the receipts for the period May 1-15, 2009, totaling \$133,500.89, (a list is attached and made a part of these minutes).
- F. To authorize the payments of the bills and payroll for the period May 1-15, 2009, totaling \$247,810.97, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Prebeg to approve the following:

- A. Approve the minutes of the April 28, 2009, Committee-of-the-Whole meeting as submitted.

The motion carried with Councilor Roskoski voting no.

No one spoke during the public forum.

The Mayor updated the Council on the following:

- Iron Range Original Music Association (IROMA). He announced that they are a non-profit group and they are conducting a fundraiser, May 29<sup>th</sup> and 30<sup>th</sup>, at Mac's Bar.
- Meeting with Virginia. He advised the Council Members that there is a meeting on Tuesday, May 19<sup>th</sup>, to discuss the Ambulance Service and he urged Council Members to attend.
- Building Permits. He said that he was advised by the Zoning Administrator that there were four building permits issued for single family homes in Mountain Iron.
- Unity Second Addition. He said that one more lot had sold.
- Tour of Holiday Inn Express. The Council requested to have a tour of the facility set up for the Council Members and Economic Development Authority Members.

The City Administrator updated the Council on the following:

- Unity Drive Railroad Crossing Upgrade. He advised the Council that there would be intermittent closings from May 22<sup>nd</sup> through May 30<sup>th</sup>, to upgrade the railroad crossing.
- Economic Development Bill. He informed the Council that the City would be receiving approximately \$300,000 to put towards the Water and Wastewater Treatment Facility.
- IRRR Programs. Looking for general public works projects to apply for grant funding.

The Council reviewed the April 2009 monthly statistics report from Sergeant Backman.

The City Attorney had nothing to report.

The City Engineer had nothing to report.

It was moved by Prebeg and seconded by Stanaway to accept the recommendation of the Personnel Committee and re-hire Thomas Cvar as Fire Chief and direct him to work on a list of suggestions as prepared by the Personnel Committee. The motion carried.

It was moved by Zupancich and seconded by Prebeg to accept the recommendation of the Personnel Committee and offer the position of journeyman lineman to Greg Javela with the condition that he passes a physical, background check and a drug and alcohol test. The motion carried with Roskoski voting no.

It was moved by Zupancich and seconded by Roskoski to adopt Resolution 20-09, approving plans and specifications and ordering advertisement for bids for the Old Highway 169 and Mill Avenue Projects, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Stanaway to adopt Resolution 21-09, approving plans and specifications and ordering advertisement for bids for the improvements of Forest Drive, (a copy is attached and made a part of these minutes). The motion carried with Roskoski voting no.

It was moved by Stanaway and seconded by Zupancich to authorize payment request number four to H. G. Harvey Constructors Incorporated in the amount of \$26,125.00 for work completed on the Mountain Manor Apartment Remodel Project. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Zupancich to award the bid for the Wastewater Treatment Facility Improvement to the low bidder, Magney Construction, with the base bid for the project of \$424,600.00, along with add alternative one in the amount of \$154,000.00 making the total bid \$578,600.00. The motion carried with Roskoski voting no.

It was moved by Prebeg and seconded by Stanaway to authorize the Sportspage Bar, 429 Chestnut Street, Virginia, Minnesota, to utilize their on-sale intoxicating liquor license in the Mountain Iron Community Center for events on June 6, 2009, and July 11, 2009. The motion carried.

The Council reviewed the communications.

The Council did not go into a closed session to discuss labor negotiations.

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

Submitted by:



Jill M. Anderson, CMC/MMCA  
Municipal Services Secretary

[www.mtniron.com](http://www.mtniron.com)

#### COMMUNICATIONS

1. Mesabi Family YMCA, a thank you for the use of the Community Center for their Annual YMCA auction.

## Summary By Category And Distribution

Category	Distribution	Amount
PERMITS	BUILDING	767.82
UTILITY	UTILITY	100,112.51
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	1,830.00
CAMPGROUND RECEIPTS	FEES	1,850.00
METER DEPOSITS	ELECTRIC	650.00
METER DEPOSITS	WATER	80.00
BUILDING RENTALS	COMMUNITY CENTER	725.00
CD INTEREST	CD INTEREST 301	1,185.62
MISCELLANEOUS	REIMBURSEMENTS	3,035.91
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	235.52
MISCELLANEOUS	SALE OF P & Z BOOKS	-
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	182.62
LICENSES	ANIMAL	10.00
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,100.00
BUILDING RENTALS	SENIOR CENTER	50.00
MISCELLANEOUS	DUE FROM EDA	250.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	430.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	351.51
CD INTEREST	CD INTEREST 101	192.80
CD INTEREST	CD INTEREST 378	1,199.66
CD INTEREST	CD INTEREST 602	364.18
CD INTEREST	CD INTEREST 603	385.61
BUILDING RENTALS	NICHOLS HALL	25.00
SALE OF PROPERTY	SALE OF PROPERTY	18,457.13
Summary Totals:		<u>133,500.89</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/09	05/14/2009	137936	130011	MOUNTAIN IRON POSTMASTER	603-20200	330.28
05/09	05/18/2009	137937	10056	A T & T MOBILITY	601-20200	1,150.38
05/09	05/18/2009	137938	10008	AIRGAS NORTH CENTRAL	101-20200	147.13
05/09	05/18/2009	137939	5066	ARMI ANITA DEER	604-20200	72.86
05/09	05/18/2009	137940	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	200.00
05/09	05/18/2009	137941	5075	BILL JO LARSON	101-20200	25.00
05/09	05/18/2009	137942	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	699.51
05/09	05/18/2009	137943	5071	CHICAGAMI	101-20200	200.00
05/09	05/18/2009	137944	30004	CITY OF MOUNTAIN IRON	101-20200	33.00
05/09	05/18/2009	137945	220003	CITY OF VIRGINIA	101-20200	263.49
05/09	05/18/2009	137946	130068	CLUB MESABI INC	101-20200	100.00
05/09	05/18/2009	137947	30028	CUSTOM FIRE APPARATUS INC	101-20200	360.78
05/09	05/18/2009	137948	40030	DULUTH CLINIC	101-20200	50.00
05/09	05/18/2009	137949	5073	ELDER SERVICES NETWORK	101-20200	180.00
05/09	05/18/2009	137950	500012	ERA LABORATORIES INC	601-20200	603.50
05/09	05/18/2009	137951	60002	FENA ADVERTISING	604-20200	1,163.56
05/09	05/18/2009	137952	70035	G & K SERVICES	101-20200	43.54
05/09	05/18/2009	137953	70016	GOPHER STATE ONE CALL INC	604-20200	20.30
05/09	05/18/2009	137954	70004	GRANDE ACE HARDWARE	101-20200	63.84
05/09	05/18/2009	137955	70028	GREATER MINNESOTA AGENCY INC	101-20200	192.00
05/09	05/18/2009	137956	80029	H G HARVEY CONSTRUCTORS INC	301-20200	26,125.00
05/09	05/18/2009	137957	80032	HARTIKKA, TERRY	101-20200	700.00
05/09	05/18/2009	137958	80022	HAWKINS INC	601-20200	584.56
05/09	05/18/2009	137959	80001	HILLYARD/HUTCHINSON	101-20200	2,505.09
05/09	05/18/2009	137960	5070	JACQUELINE ANDERSON	101-20200	200.00
05/09	05/18/2009	137961	5065	JAYCIE LEE	601-20200	9.24
05/09	05/18/2009	137962	60018	JILL M ANDERSON	101-20200	287.95
05/09	05/18/2009	137963	5076	JOSEPH BISSONETTE	101-20200	25.00
05/09	05/18/2009	137964	120006	L & M SUPPLY	101-20200	385.09
05/09	05/18/2009	137965	120035	LENCI ENTERPRISES INC	101-20200	659.00
05/09	05/18/2009	137966	120012	LIBRARY STORE	101-20200	66.70
05/09	05/18/2009	137967	130004	MESABI DAILY NEWS	101-20200	182.00
05/09	05/18/2009	137968	140026	MINNESOTA ENERGY RESOURCES	602-20200	2,173.74
05/09	05/18/2009	137969	130066	MINNESOTA POLLUTION CONTROL AG	101-20200	75.00
05/09	05/18/2009	137970	130009	MINNESOTA POWER	604-20200	46,007.56
05/09	05/18/2009	137971	130067	MINNESOTA REVENUE	603-20200	453.00
05/09	05/18/2009	137972	130079	MN ASSOCIATION OF SMALL CITIES	101-20200	1,479.35
05/09	05/18/2009	137973	130084	MN DEPARTMENT OF HEALTH	601-20200	23.00
05/09	05/18/2009	137974	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	12,909.59
05/09	05/18/2009	137975	140003	NORTH COUNTRY FURNACE REPAIR	601-20200	115.00
05/09	05/18/2009	137976	150006	OFFICE DEPOT	101-20200	367.70
05/09	05/18/2009	137977	160019	POPULAR SUBSCRIPTION SERVICE	101-20200	1,204.51
05/09	05/18/2009	137978	170001	QWEST	101-20200	573.89
05/09	05/18/2009	137979	5067	RANDY CROSSMAN	604-20200	167.99
05/09	05/18/2009	137980	180045	RESERVE ACCOUNT	604-20200	1,000.00
05/09	05/18/2009	137981	5072	RICHARD SODERBERG	101-20200	200.00
05/09	05/18/2009	137982	5074	RICK & LISA JOHNSON	101-20200	25.00
05/09	05/18/2009	137983	180053	RUSSO CONSULTING	101-20200	240.00
05/09	05/18/2009	137984	5068	SALLY ARNOLD	604-20200	233.96
05/09	05/18/2009	137985	190043	SPIRIT LAKE 4-H CLUB	101-20200	29.00
05/09	05/18/2009	137986	190006	SPRING CREEK OUTFITTERS INC	101-20200	574.00
05/09	05/18/2009	137987	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	35,833.00
05/09	05/18/2009	137988	190002	ST LOUIS COUNTY AUDITOR	603-20200	25.00
05/09	05/18/2009	137989	200003	TACONITE TIRE SERVICE	101-20200	12.95
05/09	05/18/2009	137990	5069	TRACY MUCK	101-20200	200.00
05/09	05/18/2009	137991	220014	VIKING INDUSTRIAL NORTH	601-20200	539.17
05/09	05/18/2009	137992	220020	VISA OR AMERICAN BANK CC PMT	604-20200	7,501.05

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/09	05/18/2009	137993	230028	WISCONSIN ENERGY CONSERVATION	604-20200	238.00
05/09	05/18/2009	137994	240001	XEROX CORPORATION	101-20200	671.55
05/09	05/18/2009	137995	260001	ZIEGLER INC	101-20200	34.08
Totals:						<u>150,535.87</u>
Payroll-PP Ending 5/15/09						87,556.14
Sales Tax-Electronic Transfer						<u>9,718.96</u>
TOTAL EXPENDITURES						<u><u>\$247,810.97</u></u>



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

## RESOLUTION NUMBER 20-09

### APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a Resolution Number 13-03 passed by the City Council April 6, 2009, the city engineer has prepared plans and specifications for Improvement Number MI09-07, the proposed improvement of Old Highway 169 approximately from one mile west of the Costin Plat to the western city limits by overlayment and the improvement of Mill Avenue between the centerline of Agate Street and the centerline of Mountain Avenue by overlayment and has presented such plans and specifications to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for two days, shall specify the work to be done, shall state that bids will be received by the City Administrator until 10:00 a.m. on June 10, 2009, at which time they will be publicly opened in the City Council chambers of the City Hall by the City Administrator and engineer, will then be tabulated, and will be considered by the City Council at 6:30 p.m. on June 15, 2009, in the City Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Mountain Iron for ten (10%) percent of the amount of such bid.

**DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF MAY, 2009.**

ATTEST:

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

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





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## RESOLUTION NUMBER 21-09

### APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

**WHEREAS**, pursuant to a Resolution Number 10-08 passed by the City Council February 20, 2008, the city engineer has prepared plans and specifications the improvement of Forest Drive between east line of Mineral Avenue and the end of Forest Drive by tarvia surfacing, installation of curbs and gutters, the construction of storm water systems and the construction of water and waste water mains and has presented such plans and specifications to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for two days, shall specify the work to be done, shall state that bids will be received by the City Administrator until 10:30 a.m. on June 10, 2009, at which time they will be publicly opened in the City Council chambers of the City Hall by the City Administrator and engineer, will then be tabulated, and will be considered by the City Council at 6:30 p.m. on June 15, 2009, in the City Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Mountain Iron for ten (10%) percent of the amount of such bid.

**DULY ADOPTED BY THE CITY COUNCIL THIS 14th DAY OF MAY, 2009.**

ATTEST:

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

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

Excerpt of the minutes from the June 1, 2009, City Council meeting:

It was moved by            and seconded by            that the liquor license applications for the period June 1, 2009 through December 31, 2009, be approved and issued to the following individual and business establishment pursuant to the approval, where necessary, of the Liquor Control Commission and pursuant to the payment of all outstanding license fees and utility charges:

Home on the Range LLC  
DBA: Holiday Inn Express & Suites  
8570 Rock Ridge Drive  
Mountain Iron, MN 55768

3.2 Beer License  
Wine License



**BENCHMARK  
ENGINEERING, INC.**

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

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

May 27, 2009

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

Re: City of Mountain Iron, MN  
Agate Street Storm Sewer Improvements  
Project No. MI09-05

Dear Mr. Wainio;

Enclosed please find Pay Request No. 1 for the Agate Street Storm Sewer Improvements project in the amount of **\$50,825.00**, for approval at your next scheduled City Council meeting. This amount includes withholding retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,  
**Benchmark Engineering, Inc.**

Eric E. Fallstrom, P.E.

Enclosure

Pc: Mr. Jerry Nemanich, Mesabi Bituminous

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: \_\_\_\_\_

Engineer's Project No.: MI09-05

Project: Agate Street Storm Sewer Improvements

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

For Period Ending: May 27, 2009


To: City of Mountain Iron  
Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated May 27, 2009

By  \_\_\_\_\_

STATEMENT OF WORK

Original Contract Price	\$ <u>54,937.00</u>	Work & Materials to Date	\$ <u>53,500.00</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained	\$ <u>2,675.00</u>
Current Contract Price	\$ <u>54,937.00</u>	Subtotal	\$ <u>50,825.00</u>
		Previous Payments	\$ <u>0.00</u>
		<b>Amount Due this Payment</b>	<b>\$ <u>50,825.00</u></b>



PAY REQUEST NO. 1  
 AGATE STREET STORM SEWER IMPROVEMENTS  
 PROJECT NO.: M109-05  
 CITY OF MOUNTAIN IRON, MINNESOTA

CONTRACTOR: MESABI BITUMINOUS, INC.

SPEC NO.	ITEM DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	QUANTITY TO DATE	TOTAL AMOUNT
2101.511	CLEARING & GRUBBING	LUMP SUM	1.0	\$1,700.00	1.0	\$1,700.00
2104.501	REMOVE PIPE SEWER	LIN. FT.	868.0	\$3.00	768.0	\$2,304.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ. FT.	50.0	\$1.00	61.0	\$61.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	85.0	\$6.00	92.0	\$552.00
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	3.0	\$125.00	4.0	\$500.00
2104.513	SAWING CONCRETE - FULL DEPTH	LIN. FT.	25.0	\$5.00	25.0	\$125.00
2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	1.0	\$100.00	1.0	\$100.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	3,100.0	\$3.50	3,100.0	\$10,850.00
2105.525	TOPSOIL BORROW (CV)	CU. YD.	60.0	\$12.00	0.0	\$0.00
2211.501	AGGREGATE BASE - CLASS V (CV)	CU. YD.	20.0	\$20.00	12.0	\$240.00
2501.515	36" CS PIPE APRON	EACH	1.0	\$1,050.00	1.0	\$1,050.00
2503.511	12" CP PIPE SEWER	LIN. FT.	16.0	\$25.00	8.0	\$200.00
2503.511	36" CP PIPE SEWER	LIN. FT.	384.0	\$49.00	384.0	\$18,816.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3.0	\$250.00	3.0	\$750.00
2503.602	CONNECT TO EXISTING MANHOLE	EACH	1.0	\$400.00	1.0	\$400.00
2503.602	36"X36"X12" CP TEE	EACH	1.0	\$600.00	1.0	\$600.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DES. 60-4020	LIN. FT.	9.2	\$390.00	4.5	\$1,755.00
2506.516	CASTING ASSEMBLY	EACH	2.0	\$400.00	2.0	\$800.00
2511.501	RIPRAP CLASS III	CU. YD.	15.0	\$35.00	15.0	\$525.00
2521.501	4" CONCRETE WALK	SQ. FT.	50.0	\$10.00	61.0	\$610.00
2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	85.0	\$54.00	95.0	\$5,130.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$500.00	0.8	\$400.00
2573.603	INLET PROTECTION	EACH	1.0	\$110.00	0.0	\$0.00
2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ. YD.	1,050.0	\$1.38	900.0	\$1,242.00
2575.505	SODDING, LAWN TYPE	SQ. YD.	750.0	\$3.50	0.0	\$0.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$800.00	0.0	\$0.00
	CONSTRUCT DRAINAGE STRUCTURE DES. 72-4020	LIN. FT.	5.0	\$550.00	5.0	\$2,750.00
	CONCRETE REMOVAL, DISPOSAL, AND ROCK PLACEMENT	LUMP SUM	1.0	\$2,040.00	1.0	\$2,040.00

\$54,937.00

COMPLETED TO DATE: \$53,500.00  
 LESS RETAINAGE: (\$2,675.00)  
 SUBTOTAL PAY REQUEST #1: \$50,825.00  
 LESS PREVIOUS PAYMENTS: \$0.00

TOTAL PAY REQUEST #1: **\$50,825.00**

  
 BENCHMARK ENGINEERING, INC.



# CITY OF MOUNTAIN IRON

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

## **NOTICE OF PUBLIC HEARING (RESCHEDULED DUE TO ERROR)**

The Planning and Zoning Commission of the City of Mountain Iron will hold a public hearing on Tuesday, May 26, 2009 at 6:05 p.m. in the Mountain Iron Room of the Mountain Iron Community Center.

The purpose of the public hearing is to consider a request made by Summit Signs and Home on the Range LLC, 16<sup>th</sup> Avenue West, Mountain Iron for a Conditional Use Permit to place an off-site sign on property legally described as follows:

Lots 13 & 14, Block 8  
West Virginia Addition to Mountain Iron

Parcel Code: 175-0065-01590 and 175-0065-01600

The public can present its opinions at the public hearing or by letter addressed to the Zoning Administrator, City of Mountain Iron, City Hall, 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768-8260.

By Order of the Planning and Zoning Commission  
Jerry D. Kujala  
Zoning Administrator

[www.mtniron.com](http://www.mtniron.com)

**CITY OF MOUNTAIN IRON  
CONDITIONAL USE PERMIT APPLICATION \***

Name of Applicant Summit Signs - 345 Canal Park Dr, Suite 300, Duluth 55802  
 Signature of Applicant [Signature] Date of Applications 4/22/09  
2619 Tower Avenue, Suite C, Superior WI 54880

Legal Description:  
 Sec/Lot 13 Twp/Block 58 Rge/Subd 18 Parcel Code # TBD

See attached Survey

Description of Proposed Use  
Monument sign used to direct customers to Hotel AND OTHER BUSINESSES

Statement as to why proposed use will not cause injury to value of adjoining property.  
THE MONUMENT SIGN IS IN A REMOTE AREA AWAY FROM ANYTHING ENTERING

Statement as to how proposed use is to be designed, arranged and operated in order to permit development and use of neighboring property.  
TO INSTALL MONUMENT SIGN BEING USED TO DIRECT CUSTOMERS, WILL NOT BE TRAFFICED EXCEPT FOR GRASS CUTTING AROUND SIGN & SERVICING OF SIGN WHEN NECESSARY

SEE ATTACHED

\* Applicant is required to submit documentation required in Section 22.24, Subd 4 of the Zoning Ordinance along with this application for a Conditional Use Permit. Applicant is also required to submit a Vicinity Map, drawn to scale, showing applicant's and adjoining property including existing and proposed buildings or uses. Use reverse side of this form.

Pd \$150.00 Rec. S.003379  
4/22/09

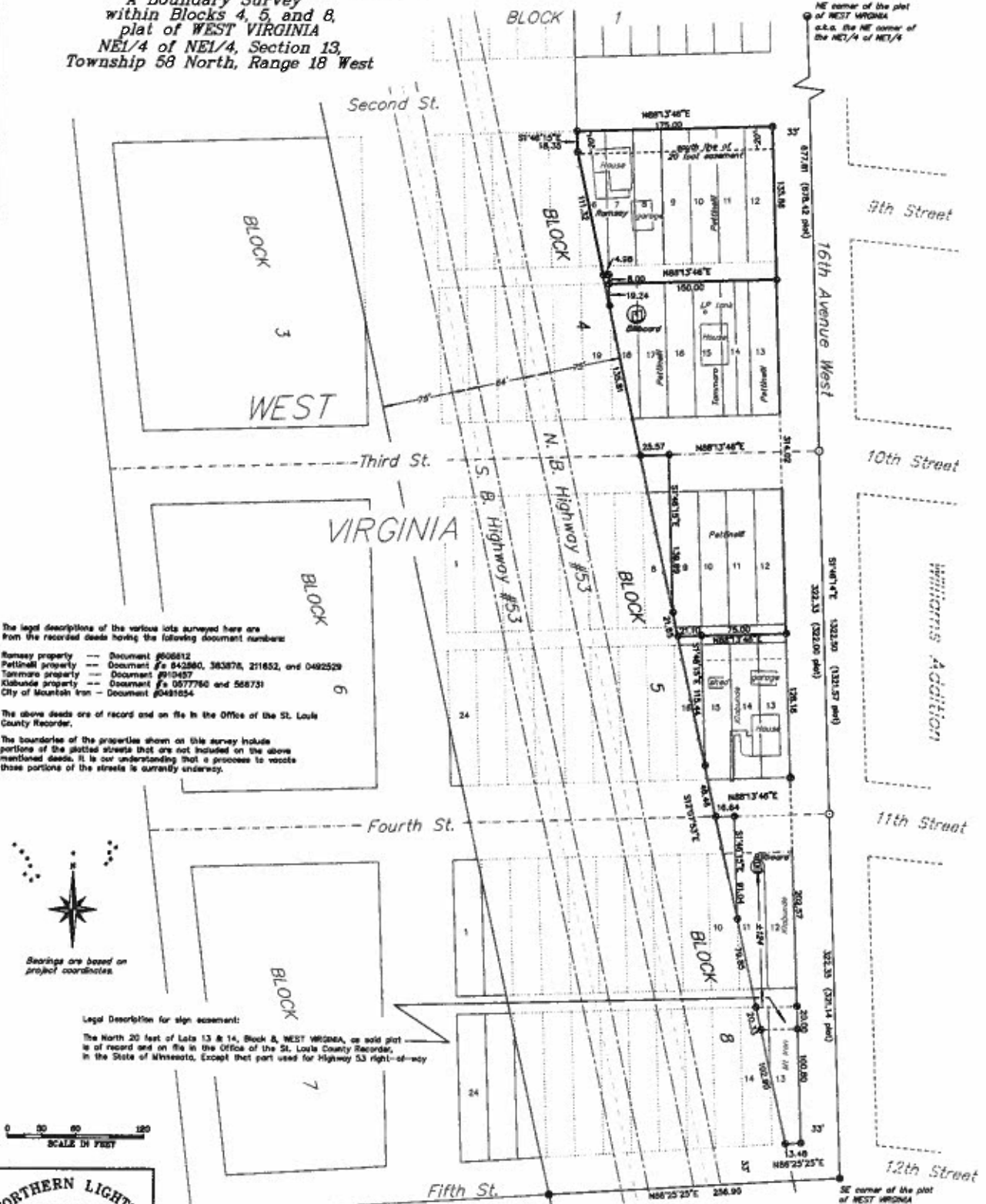
OFFICE USE ONLY

ITEM	ACTION	DATE	INITIAL
Zoning Administrator Review	<u>Sent to JDK</u>	<u>4-28-09</u>	<u>Jma</u> <u>Sma</u>
Public Hearing Set	<u>Set for 5/14/09 6:05pm</u>	<u>4-28-09</u>	
Hearing Notice Published			
Planning & Zoning Recommendation			
Council Action			
Filed with County Recorder			

Conditions Attached \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# CERTIFICATE OF SURVEY

A Boundary Survey  
within Blocks 4, 5, and 8,  
plat of WEST VIRGINIA,  
NE1/4 of NE1/4, Section 13,  
Township 58 North, Range 18 West



The legal descriptions of the various lots surveyed here are from the recorded deeds having the following document numbers:  
 Ramsey property --- Document #006812  
 Pettinelli property --- Document #s 842980, 383876, 211852, and 0492529  
 Tommare property --- Document #010487  
 Kubuski property --- Document #s 0577760 and 568731  
 City of Mountain View --- Document #0481054

The above deeds are of record and on file in the Office of the St. Louis County Recorder.

The boundaries of the properties shown on this survey include portions of the platted streets that are not included on the above mentioned deeds. It is our understanding that a process to vacate those portions of the streets is currently underway.



Legal Description for sign easement:  
 The North 20 feet of Lots 13 & 14, Block 8, WEST VIRGINIA, as sold plot is of record and on file in the Office of the St. Louis County Recorder, in the State of Minnesota, except that part used for Highway 53 right-of-way



**NORTHERN LIGHTS**  
**SURVEYING & MAPPING, INC.**  
 1818 8th St. So.  
 Virginia, MN 55792  
 Phone: (218) 741-2575  
 Fax: (218) 741-9094  
 nlsurveying@questtel.com

PREPARED FOR  
**Jerry & Tammy Pietrini**

SECTION: 13  
 TOWNSHIP: 58 NORTH  
 RANGE: 18 WEST  
 COUNTY: St. Louis

DATE: 1/20/09  
 DRAWN BY: MFS  
 JOB NO.: VS002-130  
 CAD FILE: VS002-130

- LEGEND**
- 5/8" Rebar set marked NLS #1806
  - Block Corner Pickets (provided by Benchmark Engineering)
  - Previously Found Rebar (not used)
  - Calculated Pickets
  - Found Cast Iron Measurement
  - Found Iron Pipe
  - Right-of-Way Line

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael Smith  
 Date: \_\_\_\_\_ License No. 40507

**Easement for Billboard**  
 All that part of Lot 16, Block 4, WEST VIRGINIA, as sold plot is of record and on file in the Office of the St. Louis County Recorder, in the State of Minnesota, that lies within a circle having a radius of 5 feet; the center of which circle lies 1 foot west of the east line of said Lot 16 and 27 feet south of the north line of said Lot 16 as measured perpendicular to said lot lines.

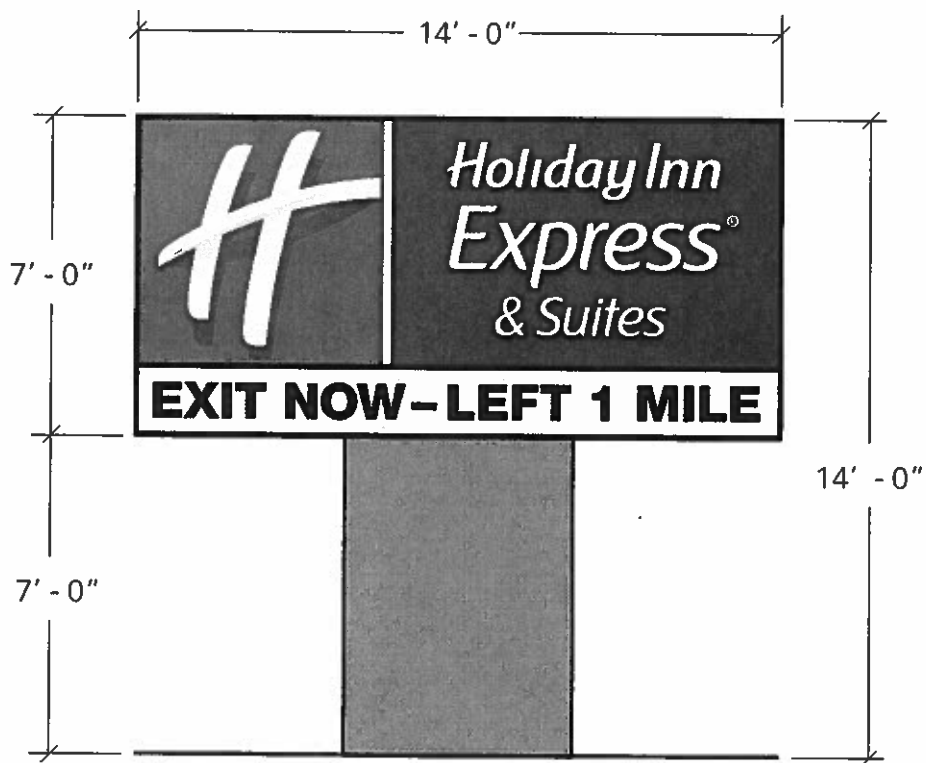
**Easement for Billboard**  
 All that part of Lot 11, Block 8, WEST VIRGINIA, as sold plot is of record and on file in the Office of the St. Louis County Recorder, in the State of Minnesota, that lies within a circle having a radius of 5 feet; the center of which circle lies 6 feet west of the east line of said Lot 11 and 12 feet south of the north line of said Lot 11 as measured perpendicular to said lot lines.

NE corner of the plot of WEST VIRGINIA, a.k.a. the NE corner of the NE1/4 of NE1/4

SE corner of the plot of WEST VIRGINIA



From: Jeff Spry <jeff@jggonline.com>  
Subject: Holiday Inn Express Sign  
Date: April 14, 2009 8:52:46 AM CDT  
To: rusty@summit-signs.com  
1 Attachment, 171 KB [Save](#)



**SPECIFICATIONS FOR  
THE PURCHASE OF Quick  
Attack Wildland Fire  
Apparatus**

**FOR THE CITY OF  
MOUNTAIN IRON ST.  
LOUIS COUNTY,  
MINNESOTA**

**PREPARED BY:  
MOUNTAIN IRON FIRE  
DEPARTMENT**

## City of Mountain Iron

### Information for Contractors

Sealed proposals are desired from reputable manufacturers of automotive fire apparatus in accordance with these specifications and with the advertisement, a copy of which is attached, for the piece of apparatus as follows:

Quick Attack Wildland Fire Apparatus, 300 gallon minimum capacity booster tank, Flat bed with cabinets, non-rated pump system, and all other appurtenances in accordance with the following:

**GENERAL REQUIREMENTS:** Each bid must be accompanied by bidders accurate written and detailed specifications covering the apparatus and equipment which it is proposing to furnish and to which the apparatus furnished under the Contract must conform. It is the intent of these specifications to cover the furnishing and delivering to the purchaser, complete apparatus equipped as specified. Minor details of construction and materials where not otherwise specified are left to the discretion of the Contractor who shall be solely responsible for the design and construction of all features. Such details and other construction not specifically covered herein or not at variance with these specifications should conform with the intent of the specifications as outlined in Booklet No. 1901 dated 2003.

The apparatus being furnished under these specifications shall conform to the requirements specific to Initial Attack fire apparatus NFPA Booklet 1901 version 2003. Any test equipment required or expense incurred for the Certification Tests shall be borne by the Contractor supplying this equipment.

**RELIABILITY OF CONTRACTOR:** Contractor shall furnish satisfactory evidence that he has the ability to design, engineer, and construct the apparatus specified and shall state the location of the factory where the apparatus is to be manufactured and tested. The apparatus design shall be an "original" generated by the Contractor/Bidder and not reproductions of fire apparatus designs previously engineered by other Contractors/Manufacturers.

**DESIGN:** The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance, and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements which might cause injury to personnel or equipment. NOTE: Where "nibbled" or non-continuous cutting methods are used to machine the body material, all edges shall be reworked/machine smoothed for injury prevention and appearance reasons.

All tubing lines and electrical wiring shall be located in protective positions, properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members.

Parts and components shall be located or positioned for rapid and simple inspection and

recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for the best accessibility.

Cover plates which must be removed for component adjustment or part removal will be equipped with disconnect fastenings or hinged panels.

Drains, filler plugs, grease fittings, bleeders and check points for all components will be located so that they are readily accessible and do not require special tools for proper servicing. Design practices shall minimize the number of tools required for maintenance.

All components shall be designed and protected so that heavy rain or other adverse weather conditions will not interfere with normal servicing or operation.

All specified stainless steel shall be type 304, 2-B on exterior painted panels and #4-brushed where specified for pump panel overlays and unpainted compartment panels. All specified painted or swirl finish sheet aluminum to be 5052-H32. All specified 4-way aluminum treadplate shall be "polished" treadbrite or equal type 3003 of specified thickness. All specified bolted fasteners shall be coated stainless steel "low profile" button socket head cap screws. All nut fasteners to be Ny-Lok or approved equal, designed to prevent loosening. Substitution of lighter gauge stainless steel, galvanized, or aluminum materials will not be acceptable. No substitute will be acceptable to stainless steel where specified.

NOTE: Lighter gauges of specified materials will not be acceptable.

The materials specified are considered absolute minimum. Exceptions to these material requirements will not be permitted since all raw materials of the specified type are available to all manufacturers. Since all custom manufacturers have the ability to shear, brake, and weld as these specifications require - all basic requirements must be complied with.

Each Bidder shall be prepared, if so requested by the Purchaser, to present evidence of his design experience/capabilities and manufacturing ability to carry out the terms of the contract. The Purchaser does not, in any way, obligate itself to accept the lowest or any Bid.

**CONSTRUCTION METHODS AND DISASSEMBLY CRITERION - NO EXCEPTIONS:** Since all reputable manufacturers of Fire Fighting Apparatus have the means and ability to design and provide an apparatus body construction (assembly) method, which allows for the convenient "disassembly" of the apparatus body fabrications, it is the Fire Department's desire to ONLY receive proposals incorporating such construction methods.

Apparatus body components that are highly susceptible to operational damage, and must be easily removable, include, but shall not be limited to: Front Body Corners, Outboard Wheel Well Panels, Rear Body Corners, Compartment Floors, Body Rub Rails, and Compartment Door Jambs. Disassembly of previous stated components shall be accomplished with simple hand tools not requiring the use of heat (torches and heat guns), reciprocating saw blades (cutting

tools), or material removal tools (drills). Welded or bonded body proposals must demonstrate disassembly procedures that do not require the above equipment and techniques.

Due to the requirement for an apparatus body that can be easily disassembled, for repairs and/or modifications, apparatus body designs and construction methods that employ permanently assembled modules, will not be considered.

**GENERAL WARRANTY:** The new fire Initial Attack apparatus manufactured per these specifications shall be warranted for a period of ONE (1) year from the date of delivery, except for chassis and other components noted herein.

Under this warranty, Bidder agrees to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of the Bidder, made available for inspection upon request, returned to Bidder's factory or other location designated by Bidder with transportation prepaid within 30 days after the date of failure or within ONE (1) year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship. Accessories/components warranted by their original manufacturer may be subject to reinstallation charges under the terms of their respective warranties, especially if such warranties exceed the above 1-year warranty terms.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the chassis manufacturer by the Purchaser.

This warranty will not apply to any fire apparatus which has been repaired or altered outside the Manufacturer factory or designated facility in any way, which, in the manufacturer's opinion might affect its stability or reliability. Each warranty claim needing repair or service at the designated facility must receive preauthorization by Manufacturer prior to performance of any work.

This warranty will not apply to those items which are usually considered to be normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment or minor auxiliary pumps or reels.

Refer to the "FIRE PUMP" section and "BOOSTER TANK" section for specific extended Manufacturer's warranties on the provided Fire Pump and Water (Foam) Tank(s).

This warranty is in lieu of all other warranties, expressed or implied, all other representations to the original purchaser, and all other obligations or liabilities, including liabilities for incidental or consequential damage on Bidder's part. Without limiting the foregoing, any express or implied warranties of mechanical ability or fitness for a particular purpose or warranties arising by Customer usage or by operation of law with regard to any products delivered pursuant hereto are expressly disclaimed. Bidder neither assumes nor authorizes any person to assume for Bidder,

any liability in connection with the sales of Bidder's apparatus unless made in writing by the Bidder.

**APPARATUS SIZE - CAPACITY - SEATING:** Total overall length of apparatus shall not exceed 23 ft. 10 in., highest point of apparatus shall not exceed 94 inches, total overall width of apparatus shall not exceed 96 inches, chassis wheelbase shall not exceed 176 inches, and GVWR shall be at least 19,500 lbs.

**RESPONSIBILITY OF PURCHASER:** It shall be the responsibility of the purchaser to specify the details of the apparatus, its required performance, the maximum number of fire fighters to ride on the apparatus, and any hose ground ladders, or equipment it will be required to carry which exceed the minimum requirements of this standard.

A total of five (NONE with SCBA's) seating positions to be provided, "Fully Enclosed", with approved seat belts. Two seating positions to be located inside forward chassis cab and three inside rear crew area.

The GAWR, and GCWR or GVWR of the chassis shall be adequate to carry the fully equipped apparatus including full water and other tanks, the specified hose load, unequipped personnel weight (The unequipped personnel weight shall be calculated at 200 lb. per person times the maximum number of persons to ride the apparatus as specified.), ground ladders, and a miscellaneous equipment allowance of 1500 lbs.

**INSURANCE REQUIREMENTS:** Each Bidder must submit with their bid proposal a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of five million dollars with coverage attained with a minimum of \$1,000,000.00 underlying insurance and \$4,000,000.00 umbrella coverage. Submitted Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy. Bids submitted without the required Certificate, or for Certificates listing less than one (1) million dollars of underlying coverage, plus the four (4) million dollar umbrella coverage, will be considered non responsive and automatically rejected. No exceptions are allowed to the minimum insurance coverage requirement.

The manufacturer shall maintain full coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser. No exceptions. Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

**PROPOSAL PRINT/DRAWING:** Each Bid shall be submitted with a complete detailed print of the apparatus as is specified. The print shall be to scale, minimum of 1 inch = 20 inches, of the exact apparatus being proposed, and not a stock print of a similar unit. All dimensions are subject to a +/- 1/4 inch tolerance. The print shall have complete views of the driver side with chassis cab, passenger side with chassis cab, and the rear of body. The print shall include all of the following depicted items:

**CHASSIS:** exact replication of model of furnished chassis cab and steps, with vendor furnished: grille guard and winch, 120-volt shore power receptacle, emergency lighting fixtures, and horizontal exhaust system outlet.

**APPARATUS BODY:** the apparatus body subframe, tow eyes, water tank profile with baffles and suction sump, all exterior 4-way treadplate pattern areas, body access steps, hand rails, interior compartment shelving, emergency and non-emergency lighting fixtures, and cargo area arrangement, and hose reel installation.

**FIRE PUMP & PUMP SYSTEM:** fire pump controls and instrument panel layout, discharge outlets with closures, suction inlets with closures, and other specified accessories and features.

**ADDITIONAL OPTIONAL FEATURES:** other optional features, if specified, shall also be included on the proposal drawing, this includes; front bumper extension with attached accessories, interior compartment shelves and roll-out trays, rewind reels, permanent mounted quartz lighting, 120-volt exterior body receptacles, and other detailed accessories and features so as to provide a "picture" of the proposed apparatus.

**COMPLIANCE:** this required drawing shall become a part of the Proposal. As with the specified Bidder's Bond, failure to submit the above required drawing, with the sealed bid proposal, will cause immediate rejection of the bidder's proposal.

**Quality and accuracy of Bidder's Proposal Drawing will be a major consideration, for determining of most acceptable proposal.**

**PHOTO DOCUMENTATION:** Bidder shall refer to the following specifications and include any asked for photos, or drawings of required feature enhancements, documenting they have provided these features in the past and are prepared to provide them as required for this Bid Proposal.

**ACCEPTANCE TESTS AND REQUIREMENTS:** Acceptance tests on behalf of the purchaser shall be prescribed and conducted prior to delivery or within 10 days after delivery, by the manufacturer's representative in the presence of such person or persons as the purchaser may designate in the requirements for delivery.

**ALTITUDE REQUIREMENTS:** The apparatus shall be designed to meet the specified rating at 2000 feet altitude above sea level.

**ROADABILITY:** The apparatus, when fully equipped and loaded per "Carrying Capacity", shall be capable of the following performance on dry/level/paved roads in good condition: From a standing start the vehicle shall attain a true speed of 35 MPH within 25 seconds. The vehicle shall attain a minimum top speed of 50 MPH. The apparatus shall be able to maintain a speed of at least 20 MPH on any grade up to and including 6%.

**ROAD TESTS:** Specified acceleration tests shall consist of two runs in opposite directions over

the same route. From a standing start, through the gears, the vehicle shall attain a true speed of 35 mph within 25 seconds in the case of pumpers, and a true speed of 55 mph within 60 seconds.

The service brakes shall bring the fully laden apparatus to a complete stop from an initial speed of 20 MPH in a distance not exceeding 35 ft., on a substantially hard level surface road free from loose material, oil, or grease.

A pump test shall be conducted by the apparatus manufacturer. A Certificate of Testing shall be furnished to the Purchaser.

Responsibility for the apparatus and equipment shall remain with the contractor until acceptance by the purchaser.

The Manufacturer must supply at the time of delivery, at least two copies of:

1. Pump Manufacturer's Certification of Pump Test Results.
2. Weight documents from four (4) individual certified scales showing actual loading on the sides of front axle, sides of rear axle(s), and overall (four total) vehicle (with the water tank full but without personnel, equipment, and hose) shall be supplied with the completed vehicle to determine compliance with NFPA section 10-1. Weights shall be for each tire or dual set of tires, so as to verify side-to-side loading, to be in compliance with NFPA section 4.12.2.3.3
3. At least two copies of the complete operation and maintenance manual covering the completed apparatus as delivered including the pump, emergency lighting and siren, generator, or other furnished accessories.
4. Wiring diagrams of 12-volt electrical systems, installed by apparatus body manufacturer (prime contractor). Diagrams must be "vehicle specific", describing all 12-volt electrical functions as furnished on this **and only this** apparatus.
5. A finalized drawing of apparatus as completed.
6. A "Delivery Manual", consisting of a 3-ring notebook type binder with reference tabs for each section, shall be furnished to include the following items: invoice copy(ies), Manufacturer's Statement of Origin, acceptance forms, certifications, specifications, individual component manufacturer instructions and parts manuals, warranty forms for body, warranty forms for all major components, warranty instructions and format to be used for compliance with warranty obligations, routine service forms/publications, technical publications or training guide for major components, and apparatus body print "as built".
7. Paint numbers of all color coatings.
8. Certifications of water tank capacity.



NOTE: Exceptions to the above requirements will not be acceptable.

The contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of fluids used in the vehicle:

All nameplates and instruction plates shall be metal or plastic with the information permanently engraved, stamped, or etched thereon. Metal nameplates to be installed with plated screws. All nameplates to be mounted in a conspicuous place.

**FACTORY DELIVERY:** The maximum period for construction of the vehicle shall not exceed 150 working days and shall include the time required for delivery of the chassis to the apparatus manufacturer. The contractor will not be held liable for delay of delivery caused by accidents, strikes, floods, or other events not subject to their control. Bidder shall specify on the required Bid Proposal Form the number of working days for completed delivery of the apparatus, from date of bid acceptance.

The completed unit shall be delivered to the purchaser at the Factory of the Manufacturer with full instructions provided to Fire Department personnel present on operation, care, and maintenance of apparatus.

**DELIVERY ENGINEER:** Delivery training shall be performed by a factory Delivery Engineer only employed by the Bidder. Delivery Engineer shall remain with the acceptance committee for a reasonable time for training and making normal adjustments.

Delivery shall be considered to include, but not be limited to: conducting day or evening classes for instruction of Fire Department personnel and Drivers for operation.

The Delivery Engineer shall be factory trained, fully capable of conducting informative classes on the complete operation of the vehicle. This means familiarity with engine, running gear, transmission, driving skill, as well as handling of pump equipment and all controls.

The Delivery Engineer shall set delivery and instruction schedule with the person appointed by Purchaser, recognizing the need for either daytime or evening classes. Advance notice of at least one (1) week will be given, advising the specific day on which the new apparatus will be ready.

**COMMERCIAL STYLE CHASSIS:** The following specified commercial chassis shall be furnished, by the apparatus body builder, and included in the total Bid Proposal Package.

**2009 CAB AND CHASSIS TO BE FURNISHED:**

**NOTE: City reserves the right to purchase chassis through a solicitation offered through the State of Minnesota Materials Management Division.**

**TYPE/MODEL:**

Chassis shall be new, unused with warranty start on completed delivery.

Model to be a 4x4, 4-Door Crew Cab & Chassis

### **CAB & CHASSIS**

FORD F550 4X4 Crew Cab 4 door 60" Cab to Axle

V-10 Gasoline Engine

Cab Exterior and Interior where exposed metal shall be Red in color

44T - Electronic 5-Speed Automatic Transmission

X5L - Axle Limited Slip 5.38 Ratio

TGB LT225/70Rx19.5G BSW Max Traction Tires

J - Vinyl High Back Bucket Seats

200 amp Alternator or Dual Alternators

Two (2) 12 volt 750 cca Minimum Batteries

Tachometer

Trip Odometer

Hour Meter

41P – Skid Plate Package

67X – Suspension Package, Extra Heavy Service

Trailer Towing Package

### **FLATBED, PUMP, TANK, & EQUIPMENT**

Flatbed shall be constructed of Aluminum, with proper thickness to handle the rigors of equipment and personnel.

All tail light, brake light, signal lights and clearance lights shall be LED.

Two (2) compartments located below bed in front of rear wheels mounted one (1) on each side. These compartments shall be constructed of Aluminum with a Treadbrite or smooth painted finish to match Cab.

Doors on these compartments shall be hinged at the bottom or the sides. Compartments will have LED lighting turning on when door is opened. Compartments should be of the largest possible size yet keeping ground clearance as a consideration.

Two (2) Compartments of adequate size shall be mounted on the top side of flatbed one(1) per side. These compartments shall be of the same construction material and same finish as lower compartments. These compartments will also have LED lights turning on when doors are opened.

A flashing light on Cab interior console indicating open door.

Compartments shall run full length of bed if room permits.

The size shall be largest allowable by remainder of equipment on bed.

Storage racks for two (2) lengths of 2 ½” hard suction shall be mounted to one of the top sides of the upper compartments.

One (1) set of hydrant & spanner wrenches shall be mounted on the compartment on the rear of truck.

Chrome or Stainless Steel Full Width Brush Guard

#### OCCUPANCY LABEL

A permanent plate or label, stating the maximum number of personnel allowed to ride on the apparatus, shall be provided and installed in clear view of the driver.

### **ENGINE DRIVEN PUMP: GASOLINE POWERED**

#### **Pump Performance**

The pump/engine shall perform to the standards of ISO 9 and NFPA 1906 low-pressure pump rating. Typical pump performance from 4 foot (draft at sea level using a 2.5in Suction line and a 2.5in discharge shall be: 60 GPM @ 150 PSI, 150GPM @ 100 PSI, and 245 @ 25 PSI.

#### **Pump**

The pump body shall be made of alloy aluminum castings coupled together with a stainless steel band clamp with an O-ring seal, which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 250 PSI for 10 minutes. The impeller shall be bronze. The renewable clearance rings shall be made of anodic plated bronze to inhibit galvanic

corrosion. The impeller shall be 8.75 inches (22.23 cm) in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

### **Priming**

The pump shall be equipped with an exhaust venture primer of brass and stainless steel construction. The primer shall be capable of 20 inches of mercury vacuum. The primer shall be actuated with a spring return, single control lever located at the operator's panel.

### **\*\*Discharge**

The discharge ports shall be female NST thread, designed and located to accept applicable hose thread adapters.

### **Mounting Platform**

The pump/engine shall be isolation mounted onto a steel base plate.

### **Ball Valves**

The valves shall be cast of 316 stainless steel including the ball with full flow capability. The valve shall be warranted for a period of 10 years on all stainless steel components against defects in design and manufacturing processes. The wear items such as the seats, seals, and "O" rings shall have a warranty of two years on replacement parts only.

### **Instrumentation**

The pump shall be supplied with a control panel set up for easy viewing. This includes a throttle lever, primer control cable, master switch, starter button, choke control, a 2.5 inch liquid filled discharge gauge, light switch, hose reel button, and an oil pressure warning light.

### **Piping and Manifolds**

All the piping and pump body attached manifold shall be stainless steel. The complete piping system shall be designed to direct mount all 1" (2.54 cm) or larger ball valves onto the pump body or stainless steel manifolds attached directly to the pump body.

### **Tank Fill**

There shall be a 1" (2.54 cm) pump to tank fill stainless steel valve.

There shall be a 2.5" Direct Tank Fill either in Tank or Through Piping Manifold

### **Booster Hose Discharge**

There shall be a 1" (2.54 cm) booster hose reel discharge provided with a stainless steel valve.

### **Rear 1 1/2" Discharge**

There shall be a 1 1/2" rear discharge provided with stainless steel valve along with cap and chain.

### **Tank to Pump**

The tank to pump valve shall be 3" inline, installed between the water tank and the pump. The valve shall be a quarter turn ball type, fixed pivot design and be constructed of stainless steel. The tank to pump 3" (7.62 cm) valve shall have a hose barb connection.

#### **Gated Suction Connection**

The Gated Suction valve shall be 2.5" inline, with a 2.5" NST female swivel coupling. The valve shall be a quarter turn ball type, fixed pivot design and be constructed of stainless steel. The tank to pump 2.5" (6.35 cm) valve shall be provided with plug and chain.

#### **Wiring Harness**

The Class 1 electrical wiring harness shall be constructed using GXL wire per SAE J1128. Terminals shall meet the minimum pull test as required by the manufacturers pull test and crimp measurement data. All splices shall be manufactured using the ultra sonic splice process. Harness shall be 100% connected to a Dynalab® circuit tester to insure continuity and correct assembly.

#### **FOAM PRO Class A Foam System**

The apparatus shall be equipped with an automatic electronically controlled, direct injection, discharge side foam proportioning system. Foam proportioning operation shall be based on direct measurement of water flow, and remain consistent within the specified flows and pressures.

A 12-volt DC powered variable-speed electronic direct-injection foam-concentrate proportioning system with a 2.1-gpm-foam concentrate pump shall be integrated into the apparatus to provide foam proportioning. The pump shall be capable of handling Class A foam concentrate only and be operated by a full-function panel mounted digital display.

The system shall operate via a paddlewheel flow sensor mounted in a 3" (7.62cm) stainless steel check-valve manifold that includes a chemical injection point.

The inlet of this stainless steel manifold/check-valve assembly will be connected to the fire pump, and the outlet connected to the foam capable discharge outlet(s) on the fire apparatus, as specified. The flow sensor/stainless-steel foam manifold combination shall be capable of water or foam solution flow rates of 30- to 750-gpm.

The foam proportioning system shall be equipped with a panel mounted digital display control unit with a microprocessor that monitors total water flow and foam concentrate pump output to provide the operator preset proportional amount of foam concentrate injected on the discharge side of the fire pump. Total foam concentrate pump concentrate output shall be 2.1 gallons per minute. Proportioning rate is push-button set by the pump operator on the digital display from 0.1% to 1%, in 0.1% increments.

The digital display panel mounted electronic operator control unit shall provide concentrate injection readout in tenths of a percent while also being able to read water flow, total water flowed and total amount of foam concentrate used. The control shall flash a warning indicating low concentrate in the reservoir to the operator, and shall be able to shut off the concentrate pump to prevent damage to the pump. A bar graph on the control unit shall provide visual

indication of system operating capacity and will indicate when capacity is exceeded.

The foam concentrate pump shall be fed concentrate by a non-metallic housing foam concentrate strainer that is equipped with a service shut-off valve.

The unit will be fed 12-volt DC power from the apparatus electrical system, and be equipped with a chassis frame ground strap, per the foam proportioned manufacturers installation and operating instruction manual.

**\*OPTIONAL COMPRESSED AIR FOAM SYSTEM     Add \$ \_\_\_\_\_**

**PNEUMAX MODEL 70-35-E MODULAR COMPRESSED AIR FOAM UNIT or EQUIVALENT**

A modular slide-in compressed air foam unit shall be provided as described herein. It shall be designed and constructed to discharge water, foam solution or compressed air foam from all discharge ports. In addition, the consistency of the compressed air foam (expansion ratio) from each discharge shall be individually adjustable.

**FRAME AND ENCLOSURE**

A steel frame shall be provided to support and enclose the entire CAFS module, constructed of steel square tubing. The sub-frame shall be made of 1" x 1" and 1 x 1.5 steel tubing, sufficient to support the weight of the module while in the apparatus and during loading and unloading.

All fastening hardware used in the construction of the unit shall be Grade 8, manufactured in the USA.

Smooth .090 aluminum plate panels shall enclose the unit on the front, rear and sides. The top of the enclosure shall have a full length and width hinged lid constructed of .090 smooth plate, with a full-length stainless steel piano hinge and two (2) chrome plated lift and turn latches.

All steel structural members and aluminum plate panels shall be powder coated for a durable and attractive finish.

**PERFORMANCE**

The compressed air foam system shall be capable of developing a minimum of 70 gallons per minute of water at 100 PSI and 35 cubic feet of air at 100 PSI simultaneously. The compressed air foam system shall also be capable of developing a minimum of 50 gallons per minute of water at 125 PSI and 25 cubic feet of air at 125 PSI simultaneously (NFPA rating). The unit shall also be capable of pumping water or air independently. With the air compressor in the "unload" mode, the unit shall be capable of pumping a minimum of 90 GPM of water or foam solution at 125 PSI. It shall also be capable of producing 35 CFM of air at 125 PSI independently.

**FRONT BUMPER MOUNTED REMOTE CONTROL NOZZLE.  
OPTIONAL ITEM    ADD \$ \_\_\_\_\_**

Remote controlled front bumper mounted discharge with nozzle. Nozzle shall be operated control remote control in Cab of Vehicle.

### **REMOVABLE 12-VOLT WINCH ASSEMBLY**

12,000 lb Minimum. 12-volt electric winch shall be provided.

The winch shall have one (1) forward speed and one (1) reverse speed and shall be operated by a push button controller, which includes a minimum twelve (12) feet of control cable and a weatherproof receptacle.

The winch shall be supplied with an installed hook and one hundred five (105) feet of galvanized aircraft cable of a minimum 5/16" diameter. The winch will also include one (1) hawse fairlead style cable guide.

The winch shall be provided with a remote mounting system with male hitch assembly and 12-volt connector that will allow the capability of moving the winch to multiple receiver sites on the apparatus. 25 ft. remote Control Cable included.

### **ELECTRIC WINCH RECEPTACLE FRONT AND REAR**

Front and Rear receiver areas shall be equipped with heavy duty 12-volt quick disconnect receptacle, wired to chassis batteries with loom encased insulated multi-stranded copper battery cables.

### **FUSE PROTECTED WINCH BATTERY CABLES**

The above specified winch 12-volt power receptacle(s) shall be high-amperage fuse protected.

### **ELECTRICAL CONSOLE , WITH BINDER POCKETS**

A custom-built, fabricated aluminum, electrical accessory console shall be furnished, installed inside the chassis cab, between front driver's and officer's seats. Console to be of "all-bolted-construction" (to allow for future modifications), maximum width, with horizontal back top surface same height as driver's and officer's seat bottom cushions, and forward "raised" sloping surface. Horizontal and sloping top surfaces of electrical console shall accommodate Customer's 2-way radio control head, the specified emergency lighting rocker switch panel, electronic siren control, and other specified accessory controls. Rear portion of console shall have at least three (3) individual pockets, sized to accommodate clip boards and 3-ring binders. Underside interior of console shall accommodate the wiring bundles, connectors, and circuit protection devices. Console to be unpainted, natural aluminum finish with machined "swirl" pattern.

### **MASTER BATTERY CUT-OFF SWITCH**

200-amp two-position battery "cut-off" switch shall be furnished, mounted on electrical console (or custom fabricated bracket) Minimum 1-0 multi-stranded copper battery cables shall run from specified battery system to battery post cut-off switch. A second heavy gauge battery cable shall

run from power terminal cut-off switch to a high-amperage terminal post and to the power distribution center. All cables shall be enclosed in heavy water-proof automotive loom.

A green "battery-on" pilot light shall be furnished, mounted adjacent to battery switch, or cab dashboard, visible to driver.

NOTE: The battery cutoff switch shall be wired so as to NOT remove power from the chassis electronic memory systems.

### **SWITCH PANEL, WITH MASTER ROCKER**

Specified emergency lighting fixtures, non-emergency lighting fixtures, and electrical components shall be individually activated by fully illuminated rocker style switches. Emergency lighting switches to be illuminated RED, non-emergency switches to be illuminated WHITE or BLUE. An illuminated red tip paddle switch shall be furnished to left of emergency lighting rocker switches, identified as "MASTER EMERGENCY SWITCH". Toggle switch to provide power to the other individual emergency lighting switches. Back-lit nametags, describing function of each individual switch, to be located above toggle and rocker switches. Switches to be mounted on an embossed aluminum electrical panel.

### **LIGHTBAR**

One (1ea) 55" long NFPA approved LED lightbar shall be furnished and installed, mounted to elevated rack on flatbed above roof line. An individual back-lit rocker style switch at 12V emergency light console. Lightbar to include four (4) front LED (two Red and two White) modules and clear lenses: Activation of Parking Brake shall disengage any Forward Facing clear lights.

### **ELECTRONIC SIREN**

One (1), Code 3 model 3692, or equivalent electronic siren amplifier to be furnished, surface mounted to the specified electrical console. A built-in microphone to be furnished with coil cord and mounting clip. Siren amplifier to be wired to the specified electronic siren speaker(s).

### **SPEAKER**

One (1), Code 3 PSE-Z100, or equivalent, 100-watt rectangular concealed speaker to be furnished, located recessed behind front bumper. Vertical surface of front bumper to be "cut-out", back side (between bumper and speaker) furnished with polished stainless steel speaker grille. Where appropriate, back side of speaker shall have boxed aluminum protective enclosure.

### **REAR / REAR SIDE FLASHERS - UPPER**

Eight (8), Whelen 500 series TIR6, or equivalent, 1-5/8" x 5" rectangular flush mounted emergency Super-LED lights complete with associated 5TSMAC flanges to be furnished, located two (2) driver's side upper and lower rear body corner sides, two (2) passenger's side upper and lower rear body corner sides, and four (4) on rear surface of body corners; two (2) driver's side and two (2) passenger's side, (as close to top and bottom as practical). Light lens to be all Red and activated by a single illuminated rocker switch, identified as "**UPPER LEVEL FLASHERS**".



## **EMERGENCY RADIO**

Customer provided mobile radio and antenna will be installed by manufacturer.

## **ON-BOARD BATTERY CHARGER - 15 AMP**

15-AMP output/120-volt input fully automatic single 12-volt battery system charger shall be furnished, installed inside the chassis cab, with remote charge indicator Bar Graph Display visible from ground level through open driver's door. Charger to be powered by the following specified 120-volt shore power receptacle.

**120 VOLT AUTO EJECT SHORE PLUG** - An autoeject recessed shore plug with gray weatherproof spring loaded cover shall be furnished and installed on cab side wall above driver's side exterior flat bed side assembly, conveniently accessible from ground level. Back side of shore plug shall be equipped with protective cover, wiring to be enclosed inside coated fabric loom extending into chassis cab interior to power the specified 110-volt powered accessories.

## **PLATFORM/SKID MOUNTED WATER TANK WITH FOAM CELL**

### **300 or more GALLON CAPACITY WATER & 10 or more GALLON CAPACITY FOAM**

The apparatus shall be equipped with a 300 gallon minimum capacity water 10-gallon minimum foam capacity polypropylene thermoplastic water tank. Foam tank capacity should be approximately 3% of the water capacity size.

The tank body and end bulkheads shall be constructed of minimum 1/2" thick, polypropylene, nitrogen-welded and tested inside and out. Tank construction shall conform to current Fire Apparatus Standards, fully baffled, and vented.

The transverse and longitudinal minimum 3/8" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

The minimum 1/2" thick top shall be recessed approximately 3/8" from the top of the side walls. Drilled and tapped holes for lifting eyes shall be provided in the top area of the booster tank.

The water fill tower shall be designed, sized and located as required by the needs of the tank. The polypropylene fill and overflow tower shall be equipped with a removable lid and polypropylene screen. The overflow tube shall be installed in fill tower.

The tank shall rest on, and be integral with, a flat platform/skid, complete with side gusset supports, rear portion of platform designed to accommodate mounting of the specified engine driven fire pump.

The water tank-to-pump "suction" line shall be of adequate size to allow for maximum GPM capacity of specified fire pump, rear exterior outlet located at least 6" above tank bottom.

### **FOAM RESERVOIR**

One (1), 10-gallon minimum foam reservoir shall be furnished "notched" into the top rear corner of the water tank. The foam reservoir shall include foam feed tap, low foam level sensor tap, and a foam fill stack with removable cover and vent. Foam tank should be approximately 3% gallon capacity of water tank capacity.

### **LIFETIME WARRANTY**

The water tank, and its installed accessories, shall be covered by a "Lifetime" Warranty, against cracks, corrosion, or other failures caused by the tanks design and normal use of the same.

### **HOSE REEL(S)**

#### **ELECTRIC REWIND BOOSTER REEL - 100 FT. 1" HOSE, PISTOL-GRIP NOZZLE**

One (1), Hannay or equivalent 1" electric/manual rewind booster hose reel to be furnished located in upper header area of the rear of body, equipped with: exterior push button rewind switch, interior compartment mounted 4-way polished stainless steel hose roller assembly, interior compartment nozzle holder, and hinged access door with D-ring latch assembly. Reel to be equipped with 100 ft. of 1" i.d. 600 psi Fire Department booster hose and Task Force Tips DQS40P QuadraFog series 1" booster hose nozzle with pistol grip.

#### **TUBULAR HOSE ROLLER AND SPOOL GUIDE ASSEMBLY**

One (1) booster hose roller assembly shall be furnished, positioned to allow booster hose to be deployed to the sides, and rear of vehicle. Hose roller assembly to be 3-way, consisting of: two (2) vertical chrome plated spools, and one (1) horizontal polished stainless steel tubular roller full width of cargo area.

#### **WATER TANK INDICATOR**

Tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on an easy to see super bright LEDs scale. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof and have a distinctive label visible from a distance.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

#### **CLASS A FOAM TANK INDICATOR**

Tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, a 10' sensor cable and a tank vent. The indicator shall show the volume of Class

A foam concentrate in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive green label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low foam warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the foam tank near the bottom. No probe shall place on the interior of the tank. The foam tank vent shall be installed on the foam fill tower. Wiring shall be weather resistant and have automotive type plug-in connectors.

### **ADDITIONAL ITEMS**

One (1) 2 ½" floating strainer.

Two (2) Ten (10) foot lengths of 2 ½" hard suction. (Lengths to be determined)

Two (2) Wheel Chocks of appropriate size and capacity mounted on under body holders.

### **REAR WHEEL MUD FLAPS, TWO (2) EACH**

Driver side and passenger's side rear under-body mud flaps shall be furnished, made of fabric reinforced neoprene rubber, bolted to the under-deck cross channels, using stainless steel strap brackets and bolts. Mud flaps shall extend to within 10" of ground level.

### **REAR TOW EYES, 2-EACH**

Two (2), 4" x 3/4" thick steel tow eye plates shall be furnished, bolted to rear chassis frame rail end extensions, protruding through rear body panel, above tailboard. Tow eye holes to be at least 3" diameter to pass through a chain hook.

### **TRAILER HITCH**

A Class IV receiver type trailer hitch shall be installed at rear of apparatus and fastened directly to the under-body subframe. Hitch shall be rated not less than 750 lb. tongue weight/7500 lbs. rolling-load pull capacity. A weatherproof 7-way round, pin style, trailer connector (brake/stop/tail connection with trailer brake control wires only), and tail light converter shall be installed beside hitch receiver. Trailer harness back up lights shall be connected to an emergency rocker switch in the cab console for emergency lighting on a current trailer.

### **BACK-UP ALARM**

One (1), 12-volt electronic back-up alarm to be furnished, mounted at rear below body, activated by reverse gear of truck transmission.

**FRC OPTIMUM 12-VOLT 150W BOTTOM RAISE LIGHTS**

Two (2), Fire Research model OPA530-H15, or equivalent, 12-volt, 150-watt HID lights with telescoping poles and side mount brackets shall be furnished. Lights shall be wired to 12-volt electrical system, and equipped with light head mounted (or remote illuminated, must specify) switches, one for each light head.

Lights shall be mounted on front of bed corners. If possible

Lettering and Striping will not be the responsibility of the manufacturer.

**FINAL DELIVERY**

Final delivery of the completed apparatus shall be made via drive-away F.O.B. Fire Department Headquarters, at which time Fire Department personnel shall be instructed as to the proper use of the fire pump systems, as well as component systems by a Factory Representative. Factory training shall include intensive fire pump training session by a delivery engineer with extensive experience giving such sessions.

The Purchaser shall make all housing arrangements for the Delivery Engineer and provide with transportation to and from lodging and nearest available airport or rental car agency (if it applies). The cost of all housing and other living expenses are to be paid for by the Delivery Engineer.

**COUNCIL LETTER 060109-VIA**

**ADMINISTRATION**

**RESOLUTION NUMBER 22-09**

**DATE:** May 27, 2009

**FROM:** Craig J. Wainio  
City Administrator

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Resolution Number 22-09 Authorizing Grant Application is a part of the grant application being made to Iron Range Resources for the upgrades to the Waste Water Treatment Facility. This application has already been funded through special legislation in the amount of approximately \$300,000.

It is recommended that the City Council approve Resolution Number 22-09 Authorizing Grant Application as presented.



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • [www.mtniron.com](http://www.mtniron.com)  
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

## RESOLUTION NUMBER 22-09

### **AUTHORIZING THE CITY ADMINISTRATOR TO MAKE APPLICATION TO THE IRON RANGE RESOURCES PUBLIC WORKS (FY10) GRANT PROGRAM FOR THE MOUNTAIN IRON WASTE WATER TREATMENT PLANT UPGRADE**

**WHEREAS**, the Mountain Iron City Council approves of the above application because it supports community and economic development.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that it does hereby adopt this Resolution.

**DULY ADOPTED BY THE CITY COUNCIL THIS 1<sup>st</sup> DAY OF JUNE, 2009.**

ATTEST:

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

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

**COUNCIL LETTER 060109-VIB**

**ADMINISTRATION**

**RESOLUTION NUMBER 23-09**

**DATE:** May 27, 2009

**FROM:** Craig J. Wainio  
City Administrator

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Resolution Number 23-09 Authorizing Application is a part of the application for the State of Minnesota's Public Facilities Authority Clean Water Revolving Fund for the upgrades to the Waste Water Treatment Facility. This application has application will potentially fund the remainder of the Waste Water Treatment Plant upgrades through a combination of grants and/or loans. The City needs to make application in order to determine funding levels and possible interest rates.

It is recommended that the City Council approve Resolution Number 23-09 Authorizing Application as presented.



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## RESOLUTION NUMBER 23-09

### APPLYING TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY CLEAN WATER REVOLVING FUND/DRINKING WATER REVOLVING FUND

**BE IT RESOLVED** that the City of Mountain Iron is hereby applying to the Minnesota Public Facilities Authority for a loan from the Clean Water Revolving Fund/ for improvements to its municipal wastewater treatment system as described in the loan application.

**BE IT FURTHER RESOLVED** that the City of Mountain Iron estimates the loan amount to be \$600,000 or the as-bid cost of the project.

**BE IT FURTHER RESOLVED** that the City of Mountain Iron has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

**BE IT FURTHER RESOLVED** that the City of Mountain Iron hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

**DULY ADOPTED BY THE CITY COUNCIL THIS 1<sup>st</sup> DAY OF JUNE, 2009.**

ATTEST:

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

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



**COUNCIL LETTER 060109-VIC**

**ADMINISTRATION**

**RESOLUTION NUMBER 24-09**

**DATE:** May 27, 2009

**FROM:** Craig J. Wainio  
City Administrator

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Resolution Number 24-09 Approving Plans and Authorizing Bids is for the initial portion of the proposed energy park. The energy park will be funded through a combination of Iron Range Resources and State of Minnesota grants.

It is recommended that the City Council approve Resolution Number 24-09 Authorizing Application as presented.



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 24-09

### APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

**WHEREAS**, pursuant to a Resolution Number 10-09 passed by the City Council March 16, 2009, the city engineer has prepared plans and specifications the improvement of the area between Mineral Avenue and the DM&IR RR ROW along the general area of the RR Spur located in the Southwest Quarter of Section 10, Township 58 North, Range 18 West by the installation of water and wastewater mains and has presented such plans and specifications to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for two days, shall specify the work to be done, shall state that bids will be received by the City Administrator until 10:00 a.m. on June 30, 2009, at which time they will be publicly opened in the City Council chambers of the City Hall by the City Administrator and engineer, will then be tabulated, and will be considered by the City Council at 6:30 p.m. on July 6, 2009, in the City Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Mountain Iron for ten (10%) percent of the amount of such bid.

**DULY ADOPTED BY THE CITY COUNCIL THIS 1<sup>st</sup> DAY OF JUNE, 2009.**

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

ATTEST:

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



# BENCHMARK ENGINEERING, INC.

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

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

May 26, 2009

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

Re: Energy Park Utility Extensions  
Project No. MI09-08

Dear Mr. Wainio;

Benchmark Engineering, Inc. is nearing the completion of the construction plans and specifications for the Energy Park Utility Extension project.

At this time, Benchmark Engineering, Inc. is requesting City Council action to advertise for bids for the above-referenced project. The bid opening will be set for Tuesday, June 30, 2009 at 10:00 A.M. at the Mountain Iron City Hall. The award of bid could then be considered by the City Council at the first meeting in July.

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

Sincerely,  
**Benchmark Engineering, Inc.**

Eric E. Fallstrom, P.E.

**COUNCIL LETTER 060109-VIE**  
**NEGOTIATIONS COMMITTEE**  
**CLOSED MEETING**

**DATE:** May 27, 2009  
**FROM:** Negotiations Committee  
Craig J. Wainio  
City Administrator

---

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

COMMUNICATIONS  
JUNE 1, 2009

1. Mountain Iron-Buhl Archery Team, a thank you.
2. Tom Rukavina, State Representative, Minnesota House of Representatives, a letter advising the City of the funding from Taconite Area Environmental Protection Fund.



THANK YOU



Thank You for being the  
kind of friend the Archery  
Team can count on - We  
really appreciate it...

*MRS Archery*

**Tom Rukavina**  
State Representative

District 5A  
Minnesota's Iron Range



# Minnesota House of Representatives

## IRON RANGE RESOURCES AND REHABILITATION BOARD

**COMMITTEES:** CHAIR, HIGHER EDUCATION AND WORK FORCE DEVELOPMENT POLICY AND FINANCE DIVISION  
FINANCE; CAPITAL INVESTMENT FINANCE DIVISION;  
EDUCATION FINANCE AND ECONOMIC COMPETITIVENESS FINANCE DIVISION; TAXES

May 18, 2009

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

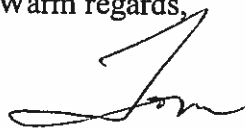
Dear Mayor Skalko:

Enclosed is a copy of Article 7, section 15 from the conference committee report on SF 2081, the omnibus economic development bill. Highlighted in yellow is information on funding you are receiving from the Taconite Area Environmental Protection Fund for your project(s).

I encourage you to contact Dick Walsh at the IRRRB, 218-744-7345, to discuss getting this funding.

As always, please feel free to write or call if I can provide you with information or assistance.

Warm regards,

  
Tom Rukavina  
State Representative

*How you doing my friend.  
Get you \$ right away.*



155.29 Sec. 15. Minnesota Statutes 2008, section 298.223, is amended to read:

155.30 **298.223 TACONITE AREA ENVIRONMENTAL PROTECTION FUND.**

155.31 Subdivision 1. **Creation; purposes.** A fund called the taconite environmental  
155.32 protection fund is created for the purpose of reclaiming, restoring and enhancing those  
156.1 areas of northeast Minnesota located within the taconite assistance area defined in section  
156.2 273.1341, that are adversely affected by the environmentally damaging operations  
156.3 involved in mining taconite and iron ore and producing iron ore concentrate and for the  
156.4 purpose of promoting the economic development of northeast Minnesota. The taconite  
156.5 environmental protection fund shall be used for the following purposes:

156.6 (a) (1) to initiate investigations into matters the Iron Range Resources and  
156.7 Rehabilitation Board determines are in need of study and which will determine the  
156.8 environmental problems requiring remedial action;

156.9 (b) (2) reclamation, restoration, or reforestation of mine lands not otherwise  
156.10 provided for by state law;

156.11 (c) (3) local economic development projects but only if those projects are approved  
156.12 by the board, at least seven Iron Range Resources and Rehabilitation Board members,  
156.13 and public works, including construction of sewer and water systems located within the  
156.14 taconite assistance area defined in section 273.1341;

156.15 (d) (4) monitoring of mineral industry related health problems among mining  
156.16 employees;

156.17 (5) local public works projects under section 298.227, paragraph (c); and

156.18 (6) local public works projects as provided under this clause. The following amounts  
156.19 shall be distributed in 2009 based upon the taxable tonnage of production in 2008:

156.20 (i) .4651 cents per ton to the city of Aurora for street repair and renovation;

156.21 (ii) .4264 cent per ton to the city of Biwabik for street and utility infrastructure  
156.22 improvements to the south side industrial site;

156.23 (iii) .6460 cent per ton to the city of Buhl for street repair;

156.24 (iv) 1.0336 cents per ton to the city of Hoyt Lakes for public utility improvements;

156.25 (v) 1.1628 cents per ton to the city of Eveleth for water and sewer infrastructure  
156.26 upgrades;

156.27 (vi) 1.0336 cents per ton to the city of Gilbert for water and sewer infrastructure

156.28 upgrades;

156.29 (vii) .7752 cent per ton to the city of Mountain Iron for water and sewer  
156.30 infrastructure;

156.31 (viii) 1.2920 cents per ton to the city of Virginia for utility upgrades and accessibility  
156.32 modifications for the miners' memorial;

156.33 (ix) .6460 cent per ton to the town of White for Highway 135 road upgrades;

156.34 (x) 1.9380 cents per ton to the city of Hibbing for public infrastructure projects;

156.35 (xi) 1.1628 cents per ton to the city of Chisholm for water and sewer repair;

156.36 (xii) .6460 cent per ton to the town of Balkan for community center repairs;

157.1 (xiii) .9044 cent per ton to the city of Babbitt for city garage construction;

157.2 (xiv) .5168 cent per ton to the city of Cook for replacement of a water tower;

157.3 (xv) .5168 cent per ton to the city of Ely for reconstruction of 2<sup>nd</sup> Avenue West;

157.4 (xvi) .6460 cent per ton to the city of Tower for water infrastructure upgrades;

157.5 (xvii) .1292 cent per ton to the city of Orr for water infrastructure upgrades;

157.6 (xviii) .1292 cent per ton to the city of Silver Bay for emergency cleanup;

157.7 (xvix) .3230 cent per ton to Lake County for trail construction;

157.8 (xx) .1292 cent per ton to Cook County for construction of tennis courts in Grand

157.9 Marais;

157.10 (xxi) .3101 cent per ton to the city of Two Harbors for water infrastructure

157.11 improvements;



157.12(xxii) .1938 cent per ton for land acquisition for phase one of Cook Airport project;  
157.13(xxiii) 1.0336 cents per ton to the city of Coleraine for water and sewer  
157.14improvements along Gayley Avenue;  
157.15(xxiv) .3876 cent per ton to the city of Marble for construction of a city  
157.16administration facility;  
157.17(xxv) .1292 cent per ton to the city of Calumet for repairs at city hall and the  
157.18community center;  
157.19(xxvi) .6460 cent per ton to the city of Nashwauk for electrical infrastructure  
157.20upgrades;  
157.21(xxvii) 1.0336 cents per ton to the city of Keewatin for water and sewer upgrades  
157.22along Depot Street;  
157.23(xxviii) .2584 cent per ton to the city of Aitkin for water, sewer, street, and gutter  
157.24improvements;  
157.25(xxix) 1.1628 cents per ton to the city of Grand Rapids for water and sewer  
157.26infrastructure upgrades at Pokegema Golf Course and Park Place;  
157.27(xxx) .1809 cent per ton to the city of Grand Rapids for water and sewer upgrades  
157.28for 1st Avenue from River Road to 3rd Street SE; and  
157.29(xxxi) .9044 cent per ton to the city of Cohasset for upgrades to the railroad crossing  
157.30at Highway 2 and County Road 62.  
157.31 Subd. 2. Administration. (a) The taconite area environmental protection fund shall  
157.32be administered by the commissioner of the Iron Range Resources and Rehabilitation  
157.33Board. The commissioner shall by September 1 of each year submit to the board a list  
157.34of projects to be funded from the taconite area environmental protection fund, with such  
157.35supporting information including description of the projects, plans, and cost estimates as  
157.36may be necessary.  
158.1 (b) Each year no less than one-half of the amounts deposited into the taconite  
158.2environmental protection fund must be used for public works projects, including  
158.3construction of sewer and water systems, as specified under subdivision 1, ~~paragraph (e)~~  
158.4~~clause (3).~~ The Iron Range Resources and Rehabilitation Board with a majority vote of  
158.5~~the members,~~ approval by at least seven Iron Range Resources and Rehabilitation Board  
158.6~~members,~~ may waive the requirements of this paragraph.  
158.7 (c) Upon approval by a majority of the members of the Iron Range Resources and  
158.8~~Rehabilitation Board,~~ at least seven Iron Range Resources and Rehabilitation Board  
158.9~~members,~~ the list of projects approved under this subdivision shall be submitted to the  
158.10governor by November 1 of each year. By December 1 of each year, the governor shall  
158.11approve or disapprove, or return for further consideration, each project. Funds for a project  
158.12may be expended only upon approval of the project by the board at least seven Iron Range  
158.13~~Resources and Rehabilitation Board members,~~ and the governor. The commissioner may  
158.14submit supplemental projects to the board and governor for approval at any time.  
158.15 Subd. 3. Appropriation. There is annually appropriated to the commissioner of Iron  
158.16Range resources and rehabilitation taconite area environmental protection funds necessary  
158.17to carry out approved projects and programs and the funds necessary for administration of  
158.18this section. Annual administrative costs, not including detailed engineering expenses for  
158.19the projects, shall not exceed five percent of the amount annually expended from the fund.  
158.20Funds for the purposes of this section are provided by section 298.28, subdivision  
158.211 , relating to the taconite area environmental protection fund.  
158.22EFFECTIVE DATE. This section is effective the day following final enactment.