

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JUNE 4, 2012 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the May 21, 2012, Regular Meeting (#1-8)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communication (#37)
- III. Public Forum
 - A. Coalition of Greater Minnesota Cities
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Interim Public Works Director's Report
 - 1. Hire Summer Employees (#9)
 - 2. Crack Sealing Quotes (#10-11)
 - D. City Attorney's Report
 - E. Sheriff's Department Report
 - 1. Monthly Statistics (#12-13)
 - F. City Engineer's Report
 - 1. Pay Request #1 – 2012 Street Improvements (#14-16)
 - G. Buildings and Grounds Committee
 - 1. Aerial Work Platform (#17-18)
 - 2. Purchase of Benches (#19-20)
 - H. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 13-12 Awarding Bid (#21-22)
 - B. Credit Card Policy Update (#23-26)
 - C. Election Judges (#27)
 - D. Lease Renewal (#28-34)
- VII. Communications (#37)
- VIII. Announcements
 - A. Notice of Filing for Election – May 22, 2012 through June 5, 2012
- IX. Enter Closed Meeting (#35)
- X. Exit Closed Meeting
- XI. Action on Items Presented During Closed Meeting (#36)
- XII. Adjourn

MINUTES
MOUNTAIN IRON CITY COUNCIL
MAY 21, 2012

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Tony Zupancich. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Rod Flannigan, City Engineer; Michael Downs, Interim Public Works Director; John Backman, Sergeant; and Brian Lindsay, City Attorney.

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

1. Approve the minutes of the May 7, 2012, regular meeting as submitted.
2. Approve the minutes of the May 7, 2012, Committee-of-the-Whole Meeting with the following addition:

Page 1, Paragraph 6. There were some discussions regarding possible ATV *and snowmobile* trails in the area.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period May 1-15, 2012, totaling \$164,894.78, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period May 1-15, 2012, totaling \$259,125.25, (a list is attached and made a part of these minutes).

The motion carried on a roll call vote with Zupancich absent.

The following spoke during the public forum:

- Ed Roskoski stated that at the April 24, 2012, Utility Advisory Board meeting there was a discussion concerning seasonal residents being charged for the full year of solid waste fees assessed through Saint Louis County. He said that 19 Mountain Iron property owners could possibly qualify for this program. He requested that the Council consider adopting the Saint Louis County seasonal program. The Mayor recommended that he bring the information to the Utility Advisory Board for consideration.
- Ed Roskoski stated that at the next Park and Recreation Board meeting on May 23, 2012, they would be discussing the Phase II Improvements for Locomotive Park. The Mayor recommended that he attend the Park and Recreation Board meeting to present his information.

- Steve Hunter, Jr. said that he felt that he was speaking on behalf of the taxpayers of the City and felt that the City needs to end the embarrassing behavior of a Council member. He asked what could be done to have this Council member removed from the Council. The City Attorney said that the taxpayers would have control during the election process or he would have to complete some research for other procedures that may be available. The Sergeant added that with regard to comments made about the City paying for prosecution costs, the City is obligated to pay for prosecution costs for misdemeanors and gross misdemeanor cases for all individuals charged in the City of Mountain Iron.

The Mayor reported on the following:

- Grants. He provided a list of grants that the City had received since 2003; there were 21 grants for a total of \$5,088,500 in grant funding awarded to the City. He thanked the City Administrator for writing all of the grants to obtain the funds. It was noted, later in the meeting, that this amount did not include any grant funds awarded to the Fire Department and Sheriff's Department.
- Mountain Iron-Buhl Graduates. He congratulated the 45 graduates. He listed the 13 honor graduates as follows: Peter Anderson, Allan Bekkala, Megan Christenson, Dylan Frederick, Tyler Goodrie, Chanelle Holmes, Gavin Johnson, Nelson Isaacson, Harley Orcott, Carah Pearson, Ariana Rinell, Dakotah Winans, and Jessica Yernatich.
- Mountain Iron-Buhl Archery Team. He said that the team qualified to attend the National Competition in Louisville, Kentucky on May 11, 2012. He congratulated the team members and the coaches for their accomplishments.
- Street Improvement Projects. He updated the residents living on Bluebell and Daffodil Avenues, that the project that had started a few weeks ago with the replacement of the culverts and water valves, was now on hold waiting for the subcontractor to obtain a milling machine so the street could be overlaid. The project should be completed the week of June 4th.
- Condolences. He offered condolences to the family of Terry Martinson, who was a current school board member who recently passed away.
- Clean-up. He reminded residents to take pride in their community and pick up any garbage that they may find along the streets in Mountain Iron.
- Northland Honor Flight. Councilor Tuomela informed the Council about her Honor Flight experience on May 15, 2012, serving as a guardian. She also said that Marianne Nanti, from Mountain Iron, was also on the flight serving as a Guardian. She also thanked Mr. Buffetta's Class and Mr. Parenteau's Class for writing letters to the Veterans on the flight.

The City Administrator reported on the following:

- IRRRB Residential Redevelopment Programs. The City was currently taking applications for building demolitions in the City at the City Hall.

- Lots for Sale. The City still has lots available in Unity Second Addition and South Forest Grove Addition; please contact the City Hall for additional information.

It was moved by Roskoski and seconded by Prebeg to hire the following temporary summer employees as follows:

PUBLIC WORKS DEPARTMENT:

Benjamin Curry	Guy Squillace	Cody Jones	Jessica Yernatich
Baily Knuti	Dustin Leff	Allan Bekkala	

PUBLIC LIBRARY:

Nancy Pickett	Ashley Christy
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PARKS & RECREATION:

Steven Niska	Daniel Miller
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ADULT COACHES:

Brian Wilson, Coordinator	Eric Drake	Russell Carlson	David Chesser
Clayton Gwash	Michael Erickson	Jason Gellerstedt	Jeffrey Tiedeman
Marcia Gellerstedt	Jeremy Shackman		

The motion carried with Zupancich absent.

The City Administrator said that the City was still looking for some applicants for coaching positions.

The Interim Public Works Director said that there was no action needed on the transformer quotes at this time.

It was moved by Prebeg and seconded by Tuomela to authorize a change order to add patching work on Rock Ridge Drive to the 2011 Street Improvement Project at an approximate cost of \$11,000. The motion carried with Zupancich absent.

It was moved by Prebeg and seconded by Tuomela to authorize City Staff to advertise for bids for the roof, window, and door replacement project at the Wastewater Treatment Plant. The motion carried with Roskoski voting no and Zupancich absent.

It was moved by Prebeg and seconded by Tuomela to authorize City Staff to purchase up to 25 stainless steel light standards from Millerbernd at a cost not to exceed \$30,000. The motion carried on the following roll call vote: Tuomela, yes; Roskoski, no; Prebeg, yes; Skalko, yes; and Zupancich, absent.

It was moved by Tuomela and seconded by Prebeg to approve the City of Mountain Iron Rules

and Regulations for use of the yard waste site as updated on April 25, 2012, (a copy is attached and made a part of these minutes). The motion carried with Zupancich absent.

It was moved by Roskoski and seconded by Prebeg to authorize City Staff to prepare a letter supporting the Capital Campaign fundraiser at the Mesabi Family YMCA. The motion carried with Zupancich absent.

The Council reviewed the list of communications.

The Mayor announced that filing for City offices opens May 22, 2012 and continues until June 5, 2012.

At 7:10 p.m., it was moved by Skalko and seconded by Tuomela that the meeting be adjourned. The motion carried with Zupancich absent.

Submitted by:



Jill M. Anderson, MMC
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Mesabi Family YMCA, forwarding a sample letter for the City to support the Capital Campaign at the Y.
2. Range Community Coalition, an invitation to attend a town hall meeting on Wednesday, May 23, 2012, at the Mountain Iron Community Center.
3. Earth Fest, a thank you to the City for their support of the 4th Annual Iron Range Earth Fest.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	112,486.88
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	33,713.23
METER DEPOSITS	ELECTRIC	1,450.00
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	1,110.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	500.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	917.51
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	70.39
PERMITS	BUILDING	142.00
LICENSES	ANIMAL	30.00
BUILDING RENTALS	NICHOLS HALL	100.00
CAMPGROUND RECEIPTS	FEES	2,905.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	800.00
BUILDING RENTALS	COMMUNITY CENTER	400.00
MISCELLANEOUS	ASSESSMENT SEARCHES	100.00
LEASES	LEASES	40.00
CD INTEREST	CD INTEREST 101	36.69
CD INTEREST	CD INTEREST 602	231.46
CD INTEREST	CD INTEREST 603	144.88
CD INTEREST	CD INTEREST 604	96.32
BUILDING RENTALS	SENIOR CENTER	125.00
MISCELLANEOUS	REIMBURSEMENTS	10.00
CD INTEREST	CD INTEREST 378	1,874.05
FINES	CRIMINAL	1,143.52
COPIES	COPIES	.50
METER DEPOSITS	WATER	40.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	5,672.21
SPECIAL ASSESSMENTS	INTEREST-SP.ASSESS.-BONDS ISSU	755.14
Summary Totals:		<u>164,894.78</u>

Check Issue Date(s): 05/10/2012 - 05/24/2012

Report Criteria:

Check.Check No = 142357-142408

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/12	05/14/2012	142357	130011	UNITED STATES POSTAL SERVICE	602-20200	382.20
05/12	05/22/2012	142358	10056	A T & T MOBILITY	604-20200	965.41
05/12	05/22/2012	142359	5029	AMBER BIALCZAK	101-20200	20.00
05/12	05/22/2012	142360	20022	BENCHMARK ENGINEERING INC	601-20200	51,840.35
05/12	05/22/2012	142361	30084	CARDMEMBER SERVICE	603-20200	4,916.73
05/12	05/22/2012	142362	170001	CENTURY LINK	604-20200	466.99
05/12	05/22/2012	142363	220003	CITY OF VIRGINIA	101-20200	200.00
05/12	05/22/2012	142364	130068	CLUB MESABI INC	101-20200	100.00
05/12	05/22/2012	142365	30032	COURT ADMIN.-CONCILIATION	604-20200	80.00
05/12	05/22/2012	142366	5043	COURTNEY UNTIEDT	604-20200	132.56
05/12	05/22/2012	142367	230021	CRAIG J WAINIO	101-20200	35.52
05/12	05/22/2012	142368	5039	DOREEN KEZAR-POSENER	604-20200	275.44
05/12	05/22/2012	142369	5035	DOUGLAS VOSS	604-20200	87.00
05/12	05/22/2012	142370	50028	ELECTION SYSTEMS & SOFTWARE	101-20200	488.42
05/12	05/22/2012	142371	50033	EXTREME SIGNS	101-20200	525.35
05/12	05/22/2012	142372	70028	GREATER MINNESOTA AGENCY INC	101-20200	204.00
05/12	05/22/2012	142373	80037	HOMETOWN FOCUS	101-20200	57.00
05/12	05/22/2012	142374	5044	JANICE KNU TI	101-20200	500.00
05/12	05/22/2012	142375	5036	JOANNA SANCHEZ-MORALES	604-20200	84.40
05/12	05/22/2012	142376	5028	KAREN KNIEFEL	101-20200	25.00
05/12	05/22/2012	142377	5049	KARIN KRUEGER	101-20200	300.00
05/12	05/22/2012	142378	5047	KATHY WITZMAN	101-20200	200.00
05/12	05/22/2012	142379	110002	KRBT-AM	101-20200	100.00
05/12	05/22/2012	142380	120006	L & M SUPPLY	101-20200	1,436.74
05/12	05/22/2012	142381	5030	LISA MAKI	101-20200	20.00
05/12	05/22/2012	142382	5042	MARGIE RANTALA	604-20200	116.14
05/12	05/22/2012	142383	5032	MARIE PAULISICH	101-20200	60.00
05/12	05/22/2012	142384	5040	MARLYS ULVEN	604-20200	243.11
05/12	05/22/2012	142385	5038	MARY LEAS	604-20200	111.17
05/12	05/22/2012	142386	130004	MESABI DAILY NEWS	101-20200	116.84
05/12	05/22/2012	142387	130167	MIB JOURNALISM CLASS	101-20200	100.00
05/12	05/22/2012	142388	5033	MICHAEL & LISA SCHMID	101-20200	800.00
05/12	05/22/2012	142389	140026	MINNESOTA ENERGY RESOURCES	101-20200	2,017.40
05/12	05/22/2012	142390	130009	MINNESOTA POWER (ALLETE INC)	604-20200	66,937.70
05/12	05/22/2012	142391	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	119.33
05/12	05/22/2012	142392	140042	NORTHERN DOOR & HARDWARE INC	101-20200	861.73
05/12	05/22/2012	142393	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	19.53
05/12	05/22/2012	142394	5034	PAMELA BERENS	604-20200	90.01
05/12	05/22/2012	142395	5037	PAVIELLE PETERSON	604-20200	299.91
05/12	05/22/2012	142396	160037	PRAXAIR	602-20200	425.24
05/12	05/22/2012	142397	180017	RELIABLE OFFICE SUPPLIES	101-20200	25.83
05/12	05/22/2012	142398	180045	RESERVE ACCOUNT	602-20200	1,500.00
05/12	05/22/2012	142399	190045	SERVICE SOLUTIONS	101-20200	49.16
05/12	05/22/2012	142400	5048	SONS OF NORWAY	101-20200	200.00
05/12	05/22/2012	142401	190033	STAR TRIBUNE	101-20200	105.30
05/12	05/22/2012	142402	190030	STRATEGIC INSIGHTS INC	301-20200	533.84
05/12	05/22/2012	142403	5045	TRAVIS LONG	101-20200	100.00
05/12	05/22/2012	142404	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	39,970.39
05/12	05/22/2012	142405	220020	VISA OR AMERICAN BANK CC PMT	301-20200	3,254.70
05/12	05/22/2012	142406	5041	WILLIAM MACCANI	601-20200	47.53
05/12	05/22/2012	142407	60038	WRIGHT EXPRESS FINAN SERV CORP	101-20200	6,309.48
05/12	05/22/2012	142408	240001	XEROX CORPORATION	601-20200	627.68

Check Issue Date(s): 05/10/2012 - 05/24/2012

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
Totals:						<u>188,485.13</u>
Payroll-PP Ending 5/11/12						58,094.42
Electronic Trans.-Sales Tax						<u>12,545.70</u>
TOTAL EXPENDITURES						<u>\$259,125.25</u>

**CITY OF MOUNTAIN IRON RULES AND REGULATIONS
FOR USE OF THE YARD WASTE SITE**

1. Only City of Mountain Iron residents are allowed to use the yard waste site.
2. Residents must obtain a gate remote at the City Hall.
3. Residents must sign an acknowledgement on the list of rules and regulations to receive a gate remote.
4. **The gate remote must be returned within 24 hours from the time it is signed out. Friday sign-out must be in the box at the yard waste site by 7:00 a.m. on the following Monday. If the gate remote is not returned on time, a \$25.00 fee will be charged to the resident.**
5. The gate will open once the remote is activated, proceed to drive through. The gate will close. You need to activate the remote to open the gate from inside. There is a two minute delay from open to close.
6. The gate remote may be deposited in the box by the yard waste site or returned to the city hall within the allotted time limit. Office hours are 7:30 to 4:00 on week days.
7. Residents must be current on their utility bill in order to use this service.
8. Brush/tree limbs must be six (6) feet or less in size and put in the designated area.
9. **Leaves and grass clipping ONLY must be removed from bags and dumped in the designated area.** Bags must be deposited in the appropriate containers provided at the site. **Feces from animals, garbage or other materials are not allowed in this area.**
10. Only yard waste such as grass clipping, branches, brush and small tree limbs may be dropped off at this site. **NO** large pieces of wood, lumber, logs, stumps, tree forts, playhouses or wood siding are allowed at this site.
11. This area is monitored and violators will be prosecuted according to the City Ordinance.

I have read and understand the conditions required to use this gate remote.

Signature of resident	Date of issuance	Time of issuance
Address of resident	Phone #	Gate Remote #

Date and Time Remote is to be Returned**

**** Note: If the office is closed, you must put the gate remote in the box at the yard waste site, which will be picked up at 7:00 a.m. the following day and will not be considered late.**

Office Use:

Utility Account Number	Date/Time Returned	Late Penalty Assessed
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Updated 04/25/2012

COUNCIL LETTER 060412-IVC1

PUBLIC UTILITIES

SUMMER EMPLOYMENT

DATE: May 31, 2012

FROM: Mike Downs
Acting Public Works Director

Craig J. Wainio
City Administrator

Staff is seeking City Council approval to hire these additional individuals for the summer of 2012.

Public Works: Dan Chesser (this name was omitted on original list)

Umpires: Jordan Bissonette
Dan Niska

COUNCIL LETTER 060412-IVC2

PUBLIC WORKS

CRACK SEALING

DATE: May 31, 2012

FROM: Mike Downs
Interim Public Works Director

Craig J. Wainio
City Administrator

Staff recommends awarding the 2012 crack sealing project to Northwest Asphalt Maintenance for an amount not to exceed \$20,000. Only one quote was received for the project.

QUOTE OPENING
WEDNESDAY, MAY 30, 2012
AT 10:00 A.M.
MOUNTAIN IRON CITY HALL

2012 PROPOSALS FOR
FURNISHING AND DELIVERING
ASPHALTIC/CONCRETE SURFACE MAINTENANCE SERVICES
TO THE CITY OF MOUNTAIN IRON

Honorable Mayor and City Council

The undersigned, being familiar with your local conditions, and being familiar with all other factors affecting the conditions and cost as per the Specifications herewith, hereby propose to furnish and deliver Asphaltic/Concrete Surface Maintenance Services to the City of Mountain Iron, Minnesota, according to the unit costs and schedule hereafter set forth:

LOCATION: Various City Streets

QUANTITY: Furnished and Delivery by Vendor; Quote both or individually.
Approximate Total: Up to \$20,000.00 more or less

65 ft /unit price per foot, installed.

\$ 1.09 /unit price per pound installed.

It is understood that the Vendor shall not tie his Quote from one item to another and that the City may select items of any Quote as it deems to be in the best interest of the City.

The final amount of the Contract shall be determined by multiplying the final furnished and delivered quantities by the Unit Prices stated therefore.

It is understood that the quotes may not be withdrawn for a period of thirty (30) days after the date and time set for the opening of quotes.

In submitting this quote, it is understood that the City Council reserves the right to reject any and all quotes, to waive irregularities therein, and to award the Contract based on the best interests of the City.

Respectfully submitted,

(A Corporation)

(An Individual)

(A Partnership)

Northwest Asphalt Maintenance
(Name of Vendor)

26045 290th Ave NE
Goodridge MN 56725
(Address)

By: Jason Kangas

Title: President



Saint Louis County

8586 Enterprise Dr. S., Mountain Iron, MN 55768
(218) 748-7574

Sheriff Ross Litman

To: Mountain Iron Mayor and City Council
From: Sgt. John Backman *JB*
Re: March 2012 Statistics
Date: May 21, 2012

The Mountain Iron Office of the St. Louis County Sheriff reports the below activity for the month of March 2012:

- 11 Disturbances (arguments, threats, unwanted persons, 911 hangup)
- 5 Public assists (roadside assistance/checks, patrol requests, vehicle unlocks)
- 11 Suspicious persons/vehicles/circumstances
- 1 Motor vehicle crashes
- 4 Welfare checks, suicide threats, neglect/abandoned persons, runaway/lost/missing
- 9 Fire & medical
- 1 Drug related calls
- 2 Alarms
- 13 Assaults
- 3 Damage to Property
- 8 Thefts
- 3 Burglary (or attempted)
- 13 Miscellaneous calls (civil/custody/property disputes, animal & traffic complaints, warrant/paper service)
- 44 Traffic Stops
- 7 Traffic Citations
- 2 DUI
- 8 Parking Citations
- 11 Assists: 7 Sheriffs, 1 Virginia PD, 2 MSP, 1 DNR; 4 which were inside Mt. Iron

This activity resulted in 2 custodial arrests.



Saint Louis County

8586 Enterprise Dr. S., Mountain Iron, MN 55768
(218) 748-7574

Sheriff Ross Litman

To: Mountain Iron Mayor and City Council
From: Sgt. John Backman *JMB*
Re: April 2012 Statistics
Date: May 21, 2012

The Mountain Iron Office of the St. Louis County Sheriff reports the below activity for the month of April 2012:

19 Disturbances (arguments, threats, unwanted persons, 911 hangup)
8 Public assists (roadside assistance/checks, patrol requests, vehicle unlocks)
5 Suspicious persons/vehicles/circumstances
4 Motor vehicle crashes
6 Welfare checks, suicide threats, neglect/abandoned persons, runaway/lost/missing
9 Fire & medical
0 Drug related calls
2 Alarms
3 Assaults
1 Damage to Property
8 Thefts
0 Burglary (or attempted)
12 Miscellaneous calls (civil/custody/property disputes, animal & traffic complaints, warrant/paper service)
54 Traffic Stops
7 Traffic Citations
3 DUI
Assists: 5 Sheriffs, 4 Virginia PD, 4 Eveleth PD, 1 MSP; 3 of these inside Mt. Iron

This activity resulted in 3 custodial arrests.



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 30, 2012

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

Re: City of Mountain Iron, MN
2011 Street Improvements Project
Project No. MI11-06

Dear Mr. Wainio:

Enclosed please find Pay Request No. 1 for the 2011 Street Improvements project in the amount of **\$13,756.95** for approval at your next scheduled City Council meeting. This payment is for the 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.


Alan J. Johnson, P.E.

Enclosures

pc: Mr. Matt Jamnick, Mesabi Bituminous, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: _____

Engineer's Project No.: MI11-06

Project: 2011 STREET IMPROVEMENTS PROJECT

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

For Period Ending: MAY 30, 2012

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 30, 2012

By  _____

STATEMENT OF WORK

Original Contract Price	\$ <u>123,968.00</u>	Work & Materials to Date	\$ <u>14,481.00</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained	\$ <u>724.05</u>
Current Contract Price	\$ <u>123,968.00</u>	Subtotal	\$ <u>13,756.95</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>13,756.95</u>



PAY REQUEST NO. 1
2011 STREET IMPROVEMENTS PROJECT
MOUNTAIN IRON, MINNESOTA
PROJECT NO.: M111-06

ITEM NO.	ITEM	UNITS	PROJECT ESTIMATED QUANTITIES			TOTAL TO DATE QUANTITY	TOTAL AMOUNT	
			DAFFODIL AVENUE	BLUEBELL AVENUE	PROJECT QUANTITIES			
2104.501	REMOVE PIPE CULVERTS	LIN. FT.	29.0	137.0	166.0	166.0	\$8.00	\$1,328.00
2104.505	REMOVE PAVEMENT	SQ. YD.	152.0	191.0	343.0	343.0	\$2.00	\$686.00
2104.509	REMOVE VALVE BOX	EACH	4.0	1.0	5.0	5.0	\$150.00	\$500.00
2104.511	SAWING PAVEMENT (FULL DEPTH)	LIN. FT.	288.0	246.0	514.0	500.0	\$4.00	\$2,000.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	22.0	82.0	104.0	104.0	\$8.00	\$832.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	13.0	51.0	64.0	51.0	\$11.00	\$561.00
2105.525	TOPSOIL BORROW (CV)	CU. YD.	4.0	8.0	12.0		\$25.00	\$0.00
2211.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	34.0	43.0	77.0	77.0	\$18.00	\$1,386.00
2232.501	MILL BITUMINOUS PAVEMENT (2")	SQ. YD.	3083.0	2825.0	5908.0		\$2.25	\$0.00
2301.501	CONCRETE PAVEMENT	SQ. YD.	44.0	98.0	142.0		\$33.50	\$0.00
2301.511	STRUCTURAL CONCRETE	CU. YD.	8.0	17.0	25.0		\$130.00	\$0.00
2301.529	REINFORCEMENT BARS (EPOXY COATED)	POUND	317.0	683.0	1000.0		\$1.65	\$0.00
2350.501	TYPE LV5 WEARING COURSE MIXTURE (B)	TON	306.0	287.0	593.0		\$71.00	\$0.00
2350.502	TYPE LV4 NON-WEARING COURSE MIXTURE (B)	TON	320.0	299.0	619.0		\$65.00	\$0.00
2501.511	12" CP PIPE CULVERT	LIN. FT.	29.0	65.0	94.0	94.0	\$27.00	\$2,538.00
2501.515	12" GS PIPE APRON	EACH	2.0	4.0	6.0	6.0	\$175.00	\$1,050.00
2501.602	GS TRASH GUARD FOR 12" PIPE APRON	EACH	2.0	4.0	6.0	6.0	\$125.00	\$750.00
2504.602	VALVE BOX	EACH	4.0	1.0	5.0	5.0	\$400.00	\$2,000.00
2506.522	ADJUST FRAME AND RING CASTING	EACH	3.0	4.0	7.0	7.0	\$200.00	\$0.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.5	0.5	1.0	0.5	\$1,500.00	\$750.00
2575.505	SODDING TYPE LAWN	SQ. YD.	50.0	100.0	150.0	150.0	\$8.00	\$0.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	0.5	0.5	1.0	1.0	\$200.00	\$0.00

BID TOTAL \$123,968.00

COMPLETED TO DATE: \$14,481.00
 LESS RETAINAGE: (\$724.05)
 SUBTOTAL PAY REQUEST #1: \$13,756.95
 LESS PREVIOUS PAYMENTS: \$0.00

Olga J. Johnson
 BENCHMARK ENGINEERING, INC.

TOTAL PAY REQUEST #1: \$13,756.95

COUNCIL LETTER 060412-IVG1

BUILDING AND GROUNDS

AERIAL WORK PLATFORM

DATE: May 31, 2012

FROM: Buildings and Grounds Committee

Craig J. Wainio
City Administrator

The Buildings and Grounds Committee recommends the purchase of an aerial work platform for use throughout the City. Enclosed, please find a quote from Herc-U-Lift for a Genie AWP20S Aerial Work Platform for \$6,837. The purchase will be funded through Buildings, Library, Streets, Electric and Refuse and Recycling.

TO:

City of Mountain Iron
 8586 Enterprise Drive South
 Mountain Iron, MN. 55768

EMAIL: cityadm@mtniron.com


PHONE: 218-748-7570

FAX: 218-748-7573

ATTENTION: Craig Wainio

WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL
 FOR YOUR CONSIDERATION

DATE	PROPOSAL NUMBER	YOUR REFERENCE
5/10/2012	JU-120510	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<p>New Genie AWP 20S Aerial Work Platform - Super Series 20' 1" Platform Height; 26' 1" Working Height 350 lbs. Platform Cap. Standard Aluminum Platform: 26" x 27" Stowed Dimensions: 78" H x 49" L x 29" W Outrigger Footprint: 61" L x 53" W Gross Weight: 766 lbs. 110 Volt Double Receptacle on Platform Non-Marking Tires 12 Volt Battery Built-in Automatic Battery Charger, 110 Volt Fork Pockets</p>  <p>Purchase Price: FOB Grand Rapids, MN</p> <p>Herc-U-Lift has a full service facility in Grand Rapids for any future maintenance and annual inspection needs.</p>		\$6,837.00
SUBJECT TO LOCAL AND STATE TAXES WHERE APPLICABLE			

PAYMENT TERMS	F. O. B.	DELIVERY
	Grand Rapids, MN	8 week ship time

This quotation is subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms stated.
 Buyer grants to seller a security interest in equipment described herein until payment has been made in full.

RESPECTFULLY
 SUBMITTED BY John Uhan

ACCEPTED BY _____
 SELLER _____
 TITLE _____

ACCEPTED
 BY BUYER X _____
 TITLE _____
 COMPANY _____
 DATE _____

(This Quotation shall become a Contract only upon signature of Officer or other Authorized Representative of Seller at Seller's Business Offices.)

COUNCIL LETTER 060412-IVG2

BUILDING AND GROUNDS

LIBRARY YARD BENCHES

DATE: May 31, 2012

FROM: Buildings and Grounds Committee

Craig J. Wainio
City Administrator

The Buildings and Grounds Committee recommends the purchase of four benches to be used in the Library Yard as identified in the adopted plan. Enclosed, please find a quote for 4 Westport Benches for \$5,461.31 and will be funded through the Capital Improvement Budget. These benches are identical to the benched installed on the lookout at Locomotive Park.



MIDWEST PLAYSCAPES, INC.

500 Pine Street, Suite 104, Chaska, MN 55318
www.midwestplayscapes.com

Telephone: 952-361-3504
Fax: 952-361-3549
Toll Free: 800-747-1452

E-mail: playscapes@earthlink.net

Quotation



BETTER BUSINESS BUREAU.

Project: City of Mountain Iron

Phone: 218-748-7570

Contact: Craig

Fax:

Ship To:

Bill To:

Mountain Iron, MN 55768

Mountain Iron, MN 55768

Email: cwainio@ci.mountain-iron.mn.us

Shipping Contact Name:

Date: 5/24/2012

Qty	Design/Item #	Description	Price each	Total
4	WP1-1010-DF	6' Westport Bench from SITESCAPES DuraCoat Finish - Black Onyx	\$ 1,200.00	\$ 4,800.00
		5% MSC Cooperative Discount		\$ (240.00)
			Subtotal \$	4,560.00
			Freight \$	550.00
Tax Exempt # _____ * Please provide certificate			Sales Tax \$	351.31
			Total \$	5,461.31

NOTE: Customer is responsible for unloading and installation.

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. If we can be of Other Assistance, please feel free to contact us.

Signed: _____

Scott Winter

Accepted _____

Date: _____

Printed Name: _____

COUNCIL LETTER 060412-VIA

ADMINISTRATION

RESOLUTION NUMBER 13-12

DATE: May 31, 2012

FROM: Craig J. Wainio
City Administrator

Resolution Number 13-12 is awarding the bid for the County Road 7 waterline improvements. Bids were opened on Thursday, May 31 at 10:00. Staff is recommending awarding the Alternative A to Ulland Brothers for the amount indicated on the attached. Alternative A is the boring of the water line along County Road 7 and one crossing of County Road 7 located in Westgate. The difference between the Base Bid and Alternative A is the Base Bid was open cutting and Alternative A was for boring the same. This portion of the project will be funded buy an \$250,000 IRRRB grant.

Alternative B is a second crossing of County Road 7 in Westgate. Staff is recommending that Alternative B not be performed at this time.

It is further recommended that Alternative D be awarded to Ulland Brothers for the price indicated in the attached bid tabulation. Alternative C and D are the same project with Alternative C being open cut and Alternative D being boring. This portion of the project consists of the looping of the eater main along Jasmine into the Merritt Industrial Park. This portion of the project will be funded through the City's Capital Improvement Fund.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 13-12

ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements to the Mountain Iron Water System along County Road 7 between Spruce Drive and Southern Drive by installing a water main, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

SEE ATTACHED BID TABULATION

AND WHEREAS, it appears that Ulland Brothers of Cloquet, Minnesota is the lowest responsible bidder,

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Ulland Brothers of Cloquet, Minnesota in the name of the City of Mountain Iron for the improvements to the Mountain Iron Water System along County Road 7 between Spruce Drive and Southern Drive by installing a water main, identified by Alternate A along with Alternate D, according to the plans and specifications therefore approved by the City Council and on file in the Office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF JUNE, 2012.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 060412-VIB

ADMINISTRATION

CREDIT CARD POLICY

DATE: May 31, 2012

FROM: Craig J. Wainio
City Administrator

Staff has updated the City's Credit Card policy to more accurately reflect the current operations of the City. It is recommended that the City Council adopt the updated Credit Card Policy as presented.

CREDIT CARD POLICY

Policy Number 2006-01

Adopted: July 5, 2006
Amended: June 4, 2012

As per MN Statute 471.382, the Mountain Iron City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City. All purchased by credit card must otherwise comply with all statutes, rules and policies applicable to City purchases. The City Council shall approve the establishment of all credit card accounts.

Bills from credit card companies do not contain the detail necessary to satisfy the requirement that claims presented to the City for payment must be in writing and itemized. Therefore, invoices and receipts for all items charged must be retained. A list of all credit card charges will be included with monthly expenditures for council review and approval.

Credit card use must also comply with laws concerning borrowing. Credit cards will not be used for carrying debt. The entire card balance shall be paid in full each month.

Employees authorized to use the City of Mountain Iron's credit card(s) include the following positions: City Administrator, Director of Public Works, Library Director and Fire Chief.

No employee will intentionally use a City credit card for personal purchases. Each cardholder will sign the sales slip and indicate the department that the purchase applies to.

Supporting documents and/or invoices will be submitted to the City Administrator's office to be reconciled with the credit card statement and attached to the claim for payment processing. Each department shall review all credit card purchases made on behalf of their department and recommend or deny approval for payment.

The City Administrator's Office shall keep a record of all people issued a credit card or having authorization to use a City credit card. Authorized persons will receive, sign and file an acknowledgement form regarding credit card use.

Allowable Expenses:

The credit card may not be used to purchase gasoline unless it is for a city owned vehicle (use of personal vehicles will be reimbursed per Request for Reimbursement form and will be paid per mile using the IRS standard mileage rate).

The credit card may be used to guarantee rooms for conference/meeting attendance, lodging and meal expenses while attending authorized meetings or training sessions when overnight stay is required. Alcoholic beverages are not an allowable expense. The card may be used to purchase

supplies and/or materials when purchase of the items by credit card is more time and cost efficient than conventional ordering practices.

Lost or Stolen Cards:

If a card is lost or stolen, it is the responsibility of the issued holder of the card to contact the credit card company immediately to report the card and stop all charging privileges. The employee shall also notify the City Administrator of the incident. The Administrator shall contact the credit card company to request a new card with a new account number.

Card Expiration:

Upon expiration of each credit card, the City Administrator will collect expired card and replace it with the new card issued by the credit card company. Each employee shall sign an acknowledgement statement indicating that the new card has been received, the old card will be destroyed and that the new card continues usage under the current Credit Card Policy. All new or replacement cards shall first be given to the City Administrator's office for processing that meets the guidelines of this agreement.

Termination of Employment:

Any employee who terminates employment with the City of Mountain Iron and has a City of Mountain Iron credit card issued to them must turn over the card to the City Administrator's office before the final day of employment.

Leave of Absence:

Any employee with cardholder privileges that requests and is granted by the City council a leave of absence or takes medical leave in excess of 30 days, must submit to the City Administrator the City credit card that has been issued to them to be filed until such time this employee returns to work.

CREDIT CARD HOLDERS AS OF 5/12

AMERICAN BANK

VISA Cards: City Administrator – Craig J. Wainio
Library Director – Sally Peterangelo
Interim Director Public Works – Michael Downs
Fire Chief – Joe Buria

FRANSEN BANK AND TRUST

VISA Card: City Administrator – Craig J. Wainio (Garbage Truck – Landfill Fees)

**CITY OF MOUNTAIN IRON
CREDIT CARD POLICY
ACKNOWLEDGMENT**

The City of Mountain Iron is authorizing you to use one of its credit cards on its behalf. It is important that you understand the rules regarding its use. If the rules are not followed the City may cancel the card and you may be personally liable for any misuse.

- Credit cards may only be used for appropriate City business. Personal use may be grounds for discipline.
- The credit card shall not be used to obtain a cash advance.
- The credit card must be protected from theft or unauthorized use.
- The City Administrator's Office must be notified immediately if the card is lost, stolen or if you suspect unauthorized use.
- The credit card must be returned to the City Administrator's Office immediately upon request or upon leaving employment with the City.
- Department Heads must be sure there are budgeted funds available to pay for credit card purchases.
- Receipts or invoices for each credit card use must be signed and submitted in a timely manner to the City Administrator's Office for processing.
- The City will not be responsible for interest charges accrued due to delayed submission of receipts and payment requests.
- I have read the above statements and the attached Credit Card Use Policy and agree to abide by same.

Date _____

Signature



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MEMO

TO: City Administrator
FROM: Municipal Services Secretary *Jma*
DATE: May 17, 2012
RE: Primary & General Elections

The following motion should be adopted at the June 4, 2012 City Council meeting.

It was moved by Councilor _____ and supported by Councilor _____ that the Council appoint the following to serve as election judges for the August 14, 2012, Primary Election and the November 6, 2012, General Election:

Precinct #1-City Hall, Wacootah Room

Caroline Kujala, Head Judge

Sheri Johnson

June Ross

Harriet Scinto

Precinct #2-City Hall, Iroquois Room

Marilyn Perpich, Head Judge

Linda Strukel

Delanie Giorgi

Barbara Fivecoate

And further, authorize them to be paid \$9.00 per hour for training and election hours and provide one hot meal to the election judges on election days.

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4045



May 22, 2012

City of Mountain Iron
Box 505
Mountain Iron, MN 55768

Re: Lease #144-012-0771
That part of the SE1/4 NE1/4 of Section 9, Township 58 North, Range 18 West
Saint Louis County

Dear Lessee:

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

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

Please remit \$500.00, made payable to the Minnesota Department of Natural Resources. This payment will cover the lease through December 31, 2021.

Also, please send to this office proof of insurance by providing the State with a certificate of insurance by an insurance carrier licensed to do business in Minnesota. The certificate must list the State as an additional insured; list the above lease number and the amounts of \$500,000 per individual and \$1,500,000 per occurrence. Please refer to Exhibit B, Term 7.

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

Sincerely,

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

Mark W. Westin, Realty Specialist
DNR - Division of Lands and Minerals

Enclosure



**MINNESOTA
DEPARTMENT OF
NATURAL RESOURCES**

Lease Number 144-012-0771
Field Unit Region 2 -234, Hibbing Area Forestry

MISCELLANEOUS LEASE

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

Lessee City of Mountain Iron		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) 8586 Enterprise Drive South, Mountain Iron, MN 55768 (physical address) Box 505, Mountain Iron, MN (mailing address)		
Lease Fee \$ 500.00	Fee Payment Schedule \$500.00 is due upon execution of the lease.	
Term Ten (10) Years	Effective Date January 1, 2012	Termination Date December 31, 2021
Purpose of Lease Storage Area for Snow		County St. Louis County

IT IS AGREED AS FOLLOWS:

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

That part of SE1/4 NE1/4 of Section 9, Township 58 North, range 18 west, Saint Louis County, Minnesota, containing 0.70 acres more or less and as approximately shown on the attached Exhibit A which is made part of this lease

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

(check if applicable) See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. **TERMINATION:** This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

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

authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. **CONSTRUCTION OF LEASE:** If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.
21. **ADDITIONAL TERMS:**
See the attached Exhibit B (Additional Terms and Conditions) which is made part of this lease.

TESTIMONY WHEREOF, the parties have set their hands.

**STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES**

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

**AARON M. VANDE LINDE
TRANSACTIONS MANAGER
DIVISION OF LANDS AND MINERALS**

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

EXHIBIT A

Lease #144-012-0771

City of Mountain Iron – Storage Area for Snow

S9-T58N-R18W

Saint Louis County, Minnesota



EXHIBIT B

Lease #144-012-0771

City of Mountain Iron - Storage Area for Snow

S9 T58N R18W

Saint Louis County, Minnesota

Additional Terms and Conditions

1. LESSEE, upon expiration, cancellation, or termination of the lease, shall seed all exposed mineral soil with grass or legumes.
2. Notwithstanding Term 7 of the lease, LESSEE shall conduct a site clean-up every April, or after the snow melts when a longer snow season has occurred. LESSEE shall remove all litter, garbage, and debris that remains on the Premises after the snow has melted.
3. LESSEE shall not store any materials on the Premises during the "non-snow" season and shall not store any type of contaminants on the Premises.
4. Any and all types of hazardous contaminants spilled on the Premises shall be cleaned up immediately by the LESSEE. No hazardous materials may be stored on the Premises.
5. The dumping of snow, by the LESSEE, on any State land other than the Premises is not permitted and will constitute a trespass and will cause this lease to automatically terminate.
6. LESSEE shall procure liability insurance, naming the State as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the LESSEE shall provide the LESSOR with a certificate of insurance indicating the required coverage and the LESSEE shall periodically provide the LESSOR with evidence of insurance as the LESSOR may request. The policy shall provide that the LESSOR be notified ten days prior to the cancellation or termination of the policy. The LESSEE shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the LESSEE shall provide whatever amount of insurance is required by that change within 30 days after the LESSOR notifies the LESSEE of the change.

EXHIBIT C

Lease #144-012-0771

City of Mountain Iron - Storage Area for Snow

S9 T58N R18W

Saint Louis County, Minnesota

Invasive Species Checklist

(Last Revised September 26, 2011)

Check all that apply	
<input checked="" type="checkbox"/>	Mandatory – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1 st and Nov 1 st . <input type="checkbox"/> Other _____.
<input checked="" type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input checked="" type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input checked="" type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

COUNCIL LETTER 060412-IX

ADMINISTRATION

CLOSED MEETING

DATE: May 31, 2012
FROM: Craig J. Wainio
City Administrator

The City Council may enter into a closed meeting under Minn. Stat. §§ 13D.05, subd. 2(b); 13.43, subd. 2(4) for preliminary consideration of allegations or charges against an individual subject to the public body's authority.

COUNCIL LETTER 060412-XI

ADMINISTRATION

ACTION ON CLOSED MEETING

DATE: May 31, 2012
FROM: Craig J. Wainio
City Administrator

The City Council may undertake actions following the Closed Meeting on matters that were discussed during the closed meeting. These actions are during the open meeting and are open to the public.



Theresa Sunde
Community Relations Coordinator

Via Email

May 18, 2012

Dear Community Officials:

Pursuant to FCC regulations governing cable television, we are informing you that effective on or around June 18th, Mediacom Communications will be making the following changes to our Family Cable Tier on our channel lineup.

SoapNet: No longer available on channel 50
Disney Junior: Available on Family Cable on channel 50

Questions regarding this letter can be directed to my email at tsunde@mediacomcc.com.

Cordially,
Theresa Sunde

Mediacom Communications Corporation
1504 2nd Street SE • Waseca, MN 56093 • 507-835-2356 • Fax 507-835-4567