

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JUNE 18, 2012 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the June 4, 2012, Regular Meeting (#1-19)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communication (#38)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. Liability Coverage Waiver (#20-21)
 - C. Interim Public Works Director's Report
 - 1. Hire Summer Employees (#22)
 - 2. Transformer Quotes (#23)
 - D. City Attorney's Report
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - 1. Pay Request #1 – Sidewalk Replacement (#24-26)
 - G. Planning and Zoning Commission (#29)
 - 1. Conditional Use Permit - Johnston (#27-29)
 - H. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 15-12 Grant Application (#30-31)
 - B. Waste Water Treatment Plant Roof Bid Award (#32-33)
 - C. Sound System Donation (#34-36)
- VII. Communications (#37)
- VIII. Announcements
- IX. Adjourn

MINUTES
MOUNTAIN IRON CITY COUNCIL
JUNE 4, 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, Tony Zupancich, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Rod Flannigan, City Engineer; Michael Downs, Interim Public Works Director; and Sally Peterangelo, Librarian.

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

1. Approve the minutes of the May 21, 2012, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period May 16-31, 2012, totaling \$389,961.35, (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period May 16-31, 2012, totaling \$214,149.01, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Elizabeth Wefel, Attorney/Lobbyist from Flaherty and Hood representing the Coalition of Greater Minnesota Cities, gave a presentation regarding the legislative updates with the Council.

The Mayor reported on the following:

- Condolences. The Mayor expressed condolences to Sally Peterangelo, Library Director, for the recent loss of her mother.
- Mountain Iron-Buhl Graduates. He said that when he mentioned the Honor Graduates at the last City Council meeting, but he missed announcing Tyler Goodrie as an Honor Graduate.
- Birthdays. Councilor Tuomela extended birthday wishes to Paul Yelenich, Parkville, who celebrated his 92nd birthday and his wife, Phyllis Yelenich, who celebrated her 88th birthday.
- County Road 7. Councilor Roskoski announced to the public that Saint Louis County would be improving County Road 7 beginning August 6, 2012.

The City Administrator reported on the following:

- Thank you. He thanked the Junior Sentence to Serve program for cleaning up the Mott Pit area.

- Library Yard. There would be some cement work completed there for the bicycle stand and the bench installation. This would be an add-on, of approximately \$1,200, with the contractor completing the cement work at the Senior Center and the Community Center.

It was moved by Roskoski and seconded by Zupancich to hire the following temporary summer employees:

PUBLIC WORKS DEPARTMENT

Dan Chesser

UMPIRES

Jordan Bissonette

Dan Niska

The motion carried.

It was moved by Zupancich and seconded by Prebeg to authorize City Staff to award the 2012 crack sealing project to Northwest Asphalt Maintenance for an amount not to exceed \$20,000. The motion carried unanimously on a roll call vote.

The Council reviewed the March 2012 and April 2012 Statistics report from the Sheriff's Department.

It was moved by Prebeg and seconded by Tuomela to authorize payment request number one for the Bluebell and Daffodil Avenues Overlay Project in the amount of \$13,756.95. The motion carried on a roll call vote.

Councilor Roskoski said that the City Engineer or the City Administrator should contact Saint Louis County regarding several issues to take care of prior to the County Road 7 overlay. He said that there is a culvert that goes under County Road 7 north of the intersection of Stony Brook Drive to review; and put in a request to add right turn lanes on County Road 7 for cars turning on Unity Drive.

It was moved by Tuomela and seconded by Zupancich to authorize the purchase of an aerial work platform for use throughout the City from Herc-U-Lift for a Genie AWP20S Aerial Work Platform for \$6,837 with the purchase being expended from Building Department, Library Department, Streets Department, Electric Fund and Refuse and Recycling Fund. The motion carried on a roll call vote.

It was moved by Zupancich and seconded by Tuomela to authorize the purchase of benches for the Library at a cost not to exceed \$5,461.31, with the expense coming from the Capital Improvement Budget. The motion carried unanimously on a roll call vote.

The Library Director reported on the following:

- May Report. Presented the monthly report to the City Council. She said it was another record month.
- Donation. She said that the Library had received a number of hand carved planes made by Paul Fischer. She said there would be a special event in the Fall with Paul Fischer present to talk about his planes.

- Summer Reading Program. The program started on June 4, 2012.
- Thank you. She wanted to thank all the people that volunteered to help at the recent fundraiser held by the Merritt Day Committee. She also gave a special thank you to Cathy Witzman and Corrine Jordan for coordinating the event.
- 4th of July Celebration. The events would be held on Wednesday, July 4, 2012.
- Thank you. She also expressed gratitude to her co-worker, Rhonda McConnell for taking care of the Library during her absence following the loss of her mother.
- Legacy Grant. She said that there would be a special event held at the Library on Thursday, June 7, 2012, at 6:00 p.m. called “Raven and Grandmother Mouse”.
- Mural. She said that two parts of the mural should be ready for viewing at the August Merritt Days Celebration.

It was moved by Zupancich and seconded by Prebeg to adopt Resolution Number 13-12, (a copy is attached and made a part of these minutes), awarding the bid for the County Road 7 waterline improvements using Alternate A and D in the amount of \$326, 165.25. The motion carried.

It was moved by Zupancich and seconded by Tuomela to adopt the updated Credit Card Policy, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Roskoski 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. The motion carried.

It was moved by Prebeg and seconded by Tuomela to authorize the Minnesota Department of Natural Resources Lease number 144-012-0771, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

At 7:27 p.m., it was moved by Zupancich and seconded by Skalko to recess the regular meeting and 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, following a brief recess. The motion carried.

At 7:35 p.m., the closed session was called to order with the following members present: Joe Prebeg, Jr., Susan Tuomela, Ed Roskoski, Tony Zupancich, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; and Scott Neff, City Attorney.

Minutes – City Council

June 4, 2012

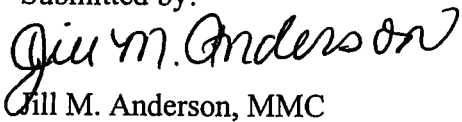
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At 8:16 p.m., it was moved by Zupancich and seconded by Tuomela to adjourn the closed portion of the meeting and reconvene the regular meeting. The motion carried.

It was moved by Zupancich and seconded by Tuomela to adopt Resolution Number 14-12, dismissing employee, (a copy is attached and made a part of these minutes). The motion carried.

At 8:17 p.m., it was moved by Skalko and seconded by Tuomela that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Anderson, MMC
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. MediaCom, a letter of changes being made on cable television effective June 18, 2012.

Summary By Category And Distribution

| Category | Distribution | Amount |
|---------------------|--------------------------------|-------------------|
| UTILITY | UTILITY | 140,945.60 |
| CHARGE FOR SERVICES | REFUSE REMOVAL-CHG FOR SERVICE | 860.00 |
| BUILDING RENTALS | COMMUNITY CENTER | 900.00 |
| CAMPGROUND RECEIPTS | FEES | 5,431.80 |
| SPECIAL ASSESSMENTS | SPECIAL ASSESS.-BOND MONEY | 336.98 |
| SPECIAL ASSESSMENTS | INTEREST-SP.ASSESS.-BONDS ISSU | 212.16 |
| MISCELLANEOUS | BASEBALL/SOFTBALL FEES | 930.00 |
| CHARGE FOR SERVICES | WATER-CHARGE FOR SERVICES | 72.47 |
| MISCELLANEOUS | EDA REIMBURSEMENT | 200,000.00 |
| CD INTEREST | CD INTEREST 378 | 1,077.43 |
| CD INTEREST | CD INTEREST 602 | 142.54 |
| CD INTEREST | CD INTEREST 603 | 130.65 |
| PERMITS | BUILDING | 103.89 |
| LICENSES | ANIMAL | 5.00 |
| MISCELLANEOUS | REIMBURSEMENTS | 965.09 |
| MISCELLANEOUS | ASSESSMENT SEARCHES | 30.00 |
| CD INTEREST | CD INTEREST 101 | 42.74 |
| CD INTEREST | CD INTEREST 604 | 112.19 |
| BUILDING RENTALS | BUILDING RENTAL DEPOSITS | 500.00 |
| METER DEPOSITS | ELECTRIC | 1,300.00 |
| MISCELLANEOUS | FILING FEES | 6.00 |
| CHARGE FOR SERVICES | ELECTRIC-CHG FOR SERVICES | 35.00 |
| MISCELLANEOUS | BLUE CROSS/BLUE SHIELD PAYABLE | 35,551.81 |
| BUILDING RENTALS | NICHOLS HALL | 80.00 |
| PERMITS | CONDITIONAL USE | 150.00 |
| METER DEPOSITS | WATER | 40.00 |
| Summary Totals: | | <u>389,961.35</u> |

Check Issue Date(s): 06/01/2012 - 06/05/2012

| Per | Date | Check No | Vendor No | Payee | Check GL Acct | Amount |
|-------|------------|----------|-----------|--------------------------------|---------------|-----------|
| 06/12 | 06/05/2012 | 142409 | 10064 | A B E ENVIRONMENTAL SYSTEMS | 101-20200 | 828.81 |
| 06/12 | 06/05/2012 | 142410 | 10008 | AIRGAS USA LLC | 101-20200 | 80.43 |
| 06/12 | 06/05/2012 | 142411 | 10047 | AMERICAN TEST CENTER | 604-20200 | 1,365.00 |
| 06/12 | 06/05/2012 | 142412 | 10010 | ARROW AUTO | 101-20200 | 72.61 |
| 08/12 | 06/05/2012 | 142413 | 5007 | ASSURANT EMPLOYEE BENEFITS | 101-20200 | 686.51 |
| 06/12 | 06/05/2012 | 142414 | 20009 | BARBER GRAPHICS | 101-20200 | 1,713.00 |
| 06/12 | 06/05/2012 | 142415 | 20055 | BARNES & NOBLE BOOKSELLERS | 101-20200 | 116.12 |
| 06/12 | 06/05/2012 | 142416 | 20022 | BENCHMARK ENGINEERING INC | 301-20200 | 4,311.04 |
| 06/12 | 06/05/2012 | 142417 | 20014 | BORDER STATES ELECTRIC SUPPLY | 604-20200 | 322.46 |
| 06/12 | 06/05/2012 | 142418 | 30017 | CARQUEST (MOUNTAIN IRON) | 101-20200 | 475.41 |
| 06/12 | 08/05/2012 | 142419 | 30072 | COMPUTER WORLD | 101-20200 | 1,043.70 |
| 06/12 | 06/05/2012 | 142420 | 30045 | CONSTRUCTION BULLETIN MAGAZINE | 301-20200 | 150.50 |
| 06/12 | 06/05/2012 | 142421 | 6026 | CRAIG RACE | 101-20200 | 100.00 |
| 06/12 | 06/05/2012 | 142422 | 50039 | EMERGENCY MEDICAL PRODUCTS INC | 101-20200 | 3,137.90 |
| 06/12 | 06/05/2012 | 142423 | 500012 | ERA LABORATORIES INC | 601-20200 | 497.80 |
| 06/12 | 06/05/2012 | 142424 | 60026 | FASTENAL COMPANY | 101-20200 | 20.23 |
| 08/12 | 06/05/2012 | 142425 | 70035 | G & K SERVICES | 101-20200 | 56.94 |
| 06/12 | 06/05/2012 | 142426 | 70029 | GUARDIAN PEST CONTROL INC | 101-20200 | 81.81 |
| 08/12 | 06/05/2012 | 142427 | 80022 | HAWKINS INC | 601-20200 | 850.93 |
| 06/12 | 06/05/2012 | 142428 | 80042 | HERMANTOWN HYDRAULICS LLC | 101-20200 | 676.15 |
| 06/12 | 06/05/2012 | 142429 | 80001 | HILLYARD/HUTCHINSON | 101-20200 | 304.75 |
| 06/12 | 06/05/2012 | 142430 | 80037 | HOMETOWN FOCUS | 101-20200 | 1,239.00 |
| 06/12 | 06/05/2012 | 142431 | 80026 | HUSKY SPRING | 603-20200 | 87.42 |
| 06/12 | 06/05/2012 | 142432 | 100021 | KNAPPER, JERRY | 101-20200 | 100.70 |
| 06/12 | 06/05/2012 | 142433 | 120032 | LAKE COUNTRY POWER | 101-20200 | 211.34 |
| 06/12 | 06/05/2012 | 142434 | 120002 | LAWSON PRODUCTS INC | 604-20200 | 568.72 |
| 06/12 | 06/05/2012 | 142435 | 120005 | LEAGUE OF MN CITIES INS TRUST | 101-20200 | 1,550.00 |
| 06/12 | 06/05/2012 | 142436 | 120014 | LUNDGREN MOTORS | 604-20200 | 444.01 |
| 06/12 | 06/05/2012 | 142437 | 130030 | MACQUEEN EQUIPMENT | 603-20200 | 2,571.14 |
| 06/12 | 06/05/2012 | 142438 | 130045 | MCFOA TREASURER | 101-20200 | 35.00 |
| 08/12 | 06/05/2012 | 142439 | 130062 | MERRITT ELEMENTARY PTA | 101-20200 | 35.30 |
| 06/12 | 08/05/2012 | 142440 | 130041 | MESABI BITUMINOUS | 301-20200 | 13,756.95 |
| 06/12 | 06/05/2012 | 142441 | 130006 | MESABI HUMANE SOCIETY | 101-20200 | 1,580.00 |
| 06/12 | 06/05/2012 | 142442 | 6036 | MIB ALL NIGHT GRAD PARTY | 101-20200 | 200.00 |
| 06/12 | 06/05/2012 | 142443 | 130044 | MINNESOTA DEPT OF HEALTH | 601-20200 | 1,497.00 |
| 06/12 | 08/05/2012 | 142444 | 130009 | MINNESOTA POWER (ALLETE INC) | 101-20200 | 1,146.48 |
| 06/12 | 06/05/2012 | 142445 | 140052 | NORTHEAST SERVICE COOPERATIVE | 101-20200 | 48,898.60 |
| 06/12 | 06/05/2012 | 142446 | 140069 | NORTHERN HEALTH & FITNESS PLUS | 101-20200 | 792.00 |
| 06/12 | 06/05/2012 | 142447 | 160002 | PETTY CASH FUND | 604-20200 | 158.71 |
| 06/12 | 06/05/2012 | 142448 | 160023 | POHAKI LUMBER | 101-20200 | 72.48 |
| 06/12 | 06/05/2012 | 142449 | 6024 | RANGE COALITION FOR UNDERAGE | 101-20200 | 200.00 |
| 06/12 | 06/05/2012 | 142450 | 180017 | RELIABLE OFFICE SUPPLIES | 101-20200 | 150.15 |
| 06/12 | 06/05/2012 | 142451 | 190010 | SEPPI BROTHERS | 101-20200 | 789.55 |
| 06/12 | 06/05/2012 | 142452 | 6025 | SHANNON SLATEN | 101-20200 | 200.00 |
| 06/12 | 06/05/2012 | 142453 | 6027 | SHIRLEY SAVELA | 101-20200 | 100.00 |
| 06/12 | 06/05/2012 | 142454 | 190004 | SKUBIC BROS INC | 101-20200 | 467.71 |
| 08/12 | 06/05/2012 | 142455 | 190002 | ST LOUIS COUNTY AUDITOR | 603-20200 | 18,407.25 |
| 06/12 | 06/05/2012 | 142456 | 200003 | TACONITE TIRE SERVICE | 101-20200 | 2,325.04 |
| 06/12 | 06/05/2012 | 142457 | 6023 | TERRY CHRISTENSEN | 101-20200 | 800.00 |
| 06/12 | 06/05/2012 | 142458 | 210001 | UNITED ELECTRIC COMPANY | 604-20200 | 416.22 |
| 08/12 | 06/05/2012 | 142459 | 210002 | UNITED TRUCK BODY COMPANY INC | 101-20200 | 162.50 |
| 06/12 | 06/05/2012 | 142460 | 5083 | UNITED WAY OF NE MN | 101-20200 | 130.00 |
| 06/12 | 06/05/2012 | 142461 | 220025 | VERIZON WIRELESS | 101-20200 | 206.79 |
| 06/12 | 06/05/2012 | 142462 | 220014 | VIKING INDUSTRIAL NORTH | 101-20200 | 2,007.27 |
| 06/12 | 06/05/2012 | 142463 | 230028 | WISCONSIN ENERGY CONSERVATION | 604-20200 | 333.75 |
| 06/12 | 06/05/2012 | 142464 | 240001 | XEROX CORPORATION | 101-20200 | 605.07 |

Check Issue Date(s): 06/01/2012 - 06/05/2012

| Per | Date | Check No | Vendor No | Payee | Check GL Acct | Amount |
|---------|------|----------|-----------|---------------------------|---------------|---------------------|
| Totals: | | | | | | <u>119,136.25</u> |
| | | | | Payroll-PP Ending 5/25/12 | | <u>95,012.76</u> |
| | | | | TOTAL EXPENDITURES | | <u>\$214,149.01</u> |

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

| |
|---|
| 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

EXHIBIT A

Lease #144-012-0771

City of Mountain Iron – Storage Area for Snow

S9-T58N-R18W

Saint Louis County, Minnesota

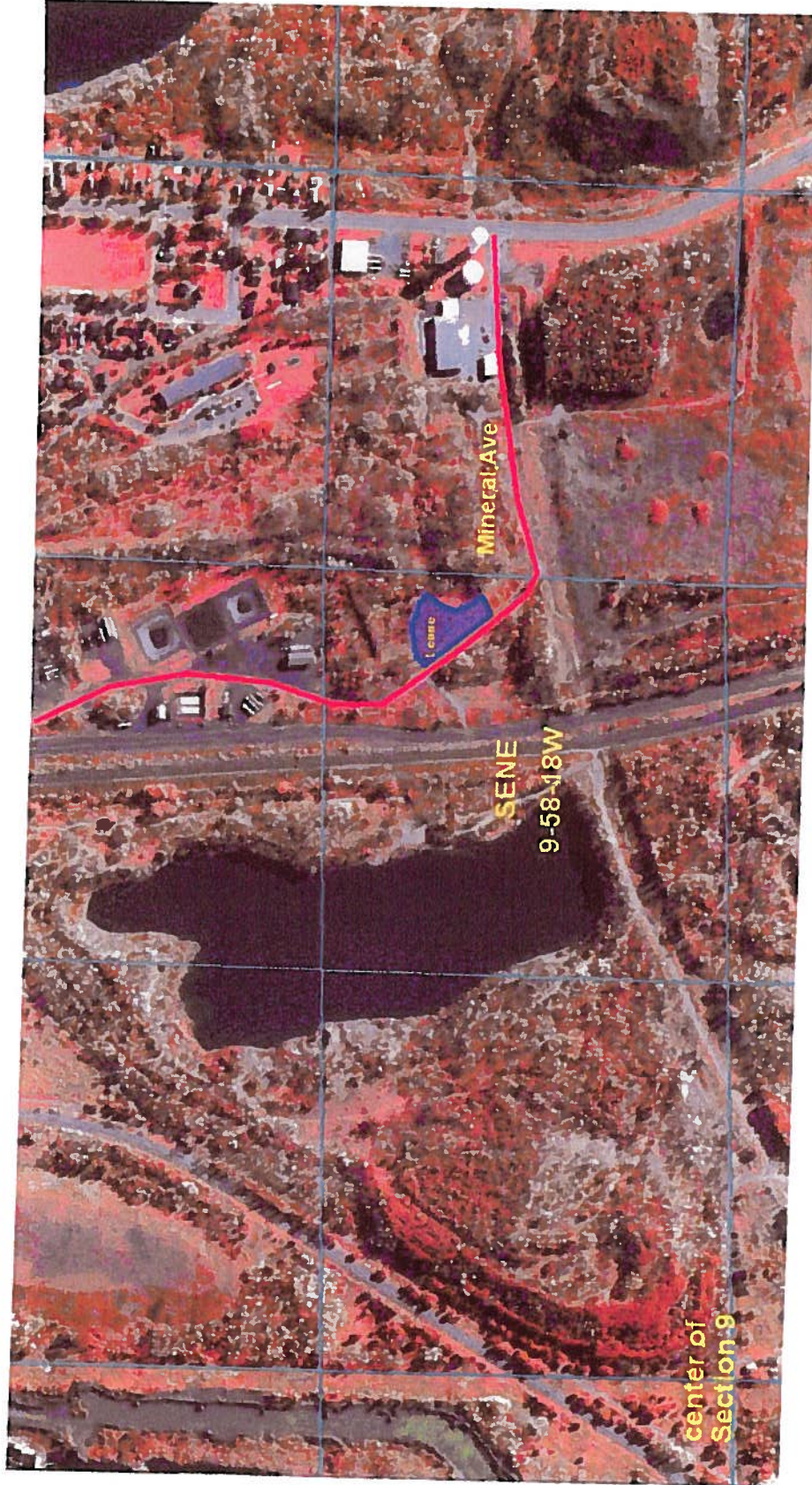


EXHIBIT B

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. |

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 |
|  Mayor | 6/5/12 |
| Authorized Signatures & Title (If an Entity) | Date |
|  Administrator | 6/5/12 |



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

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

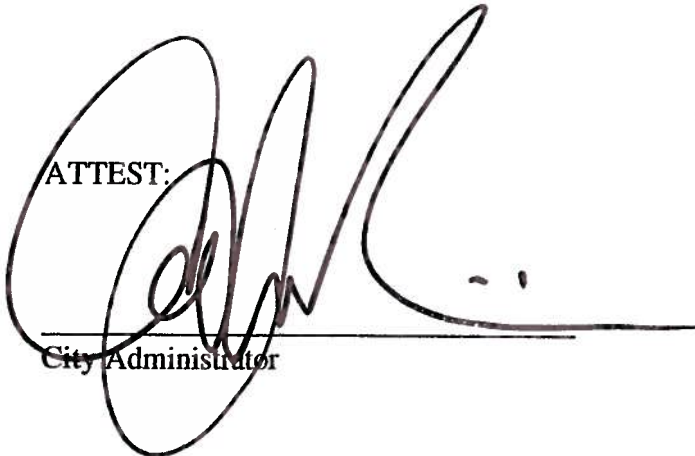
AND WHEREAS, it appears that Ulland Brothers of Cloquet, Minnesota is the lowest responsible bidder,

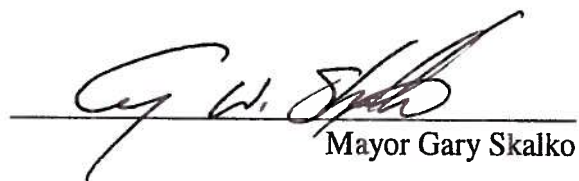
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA:

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.

ATTEST:



City Administrator

Mayor Gary Skalko



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 14-12

DISMISSING EMPLOYEE

WHEREAS, Donald V. Kleinschmidt has been an employee of the City of Mountain Iron since 1981 and most recently was employed as the Director of Public Works and the Park and Recreation Director, and

WHEREAS, commencing in July of 2011, an investigation by the Saint Louis County Sheriff's Department commenced concerning allegations of employee theft by Donald V. Kleinschmidt. Mr. Kleinschmidt was charged with felony theft and felony embezzlement for, among other things, the alleged purchases by Mr. Kleinschmidt with City credit of items used for his personal purposes, and

WHEREAS, Mr. Kleinschmidt was placed on unpaid leave of absence effective July 20, 2011, and

WHEREAS, Mr. Kleinschmidt considered himself terminated under Section 3B of his employment agreement dated October 12, 2011 and applied for PERA retirement income. At that time the City reserved its right to dismiss Kleinschmidt for just cause under Section 30 of the Personnel Policy 1998-00, and

WHEREAS, Mr. Kleinschmidt has, through legal counsel, contended entitlement to retirement-related benefits and the City has declined to decide the issue pending completion of the criminal matter. Mr. Kleinschmidt, through legal counsel, has submitted a grievance in this matter, and

WHEREAS, on March 19, 2012, Mr. Kleinschmidt pled guilty, pursuant to a plea agreement, to the charge of felony theft and has been sentenced, and

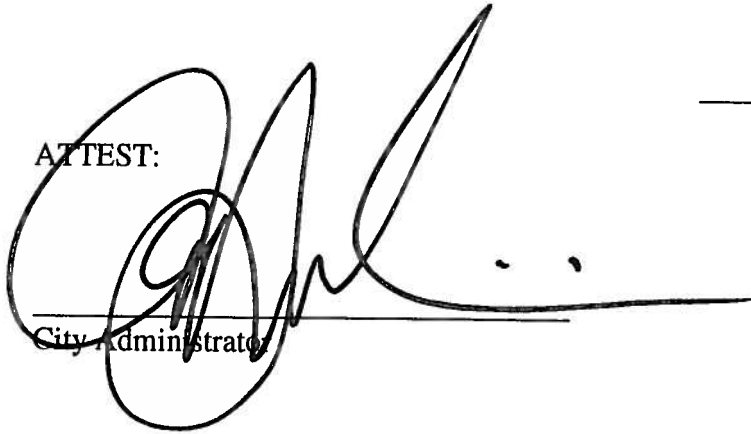
WHEREAS, under the employee contract, the personnel policy, and Constitutional Law, Mr. Kleinschmidt is entitled to challenge his termination of employment and benefits. Mr. Kleinschmidt's attorney has suggested the appropriate forum for same is through mediation or arbitration under the Minnesota Bureau of Mediation Services (BMS).

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

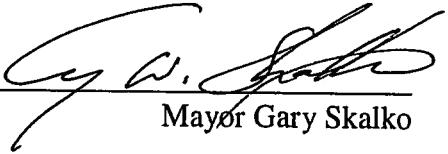
- A. Based on Mr. Kleinschmidt's guilty plea to felony theft and the facts surrounding said charge, the City of Mountain Iron hereby terminates for just cause Mr. Kleinschmidt employment with the City of Mountain Iron effective July 20, 2011.

B. The City of Mountain Iron agrees that this matter should be resolved by mediation or arbitration through BMS and directs legal counsel to accommodate the request of Mr. Kleinschmidt to conduct due process proceedings dealing with Mr. Kleinschmidt's termination and termination of benefits through such forum.

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

ATTEST: 

City Administrator



Mayor Gary Skalko

**WELLS
FARGO**

Wells Fargo Insurance Services
PO Box 1108
401 Chestnut Street
Virginia, MN 55792

Tel: 218 741 5529
Fax: 218 741 5574

June 7, 2012

Craig J. Wainio
8586 Enterprise Drive South
Mt. Iron, MN 55768

Dear Craig,

The City of Mt Iron package policy through the League of MN Cities is renewing 07/17/12. Please send us your Budget and Expenditure Figures for 2012.

I have enclosed a Liability Waiver form that will need your signature, and the form returned to us.

A stamped, return envelope is enclosed for your convenience. Thank you for your continued fine business.

Sincerely,


Sue Today

Together we'll go far



SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

City of Mt. Iron accepts liability coverage limits of \$1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044

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.

Umpires: Jayce Primeau
Zachary Kalish

COUNCIL LETTER 061812-IVC2

PUBLIC WORKS

TRANSFORMER QUOTES

DATE: June 14, 2012

FROM: Mike Downs
Acting Public Works Director

Craig J. Wainio
City Administrator

The following are quote tabulations for the transformers:

| | <u>VENDOR</u> | <u>TRANSFORMERS</u> | <u>PRICE</u> |
|----|---------------|---------------------|--------------------|
| 1) | RESCO #1 | 4 New 300 KVA | \$46,056.00 |
| | | 1 New 500 KVA | <u>\$12,989.00</u> |
| | | TOTAL | \$59,045.00 |

No Bids received for One 75 KVA or Twelve 25 KVA transformers with this bid.

| | | | |
|----|---|---------------|--------------------|
| 2) | BORDER STATES (Cooper's) (LATE BID) | 4 New 300 KVA | \$42,400.00 |
| | | 1 New 500 KVA | \$12,100.00 |
| | | 1 New 75 KVA | \$ 2,590.00 |
| | | 12 New 25 KVA | <u>\$19,080.00</u> |
| | | TOTAL | \$76,692.00 |

| | | | |
|----|---------------------|---------------|--------------------|
| 3) | RESCO #2 (ERMCO) | 4 New 300 KVA | \$43,568.00 |
| | | 1 New 500 KVA | \$10,938.00 |
| | | 1 New 75 KVA | \$ 2,486.00 |
| | | 12 New 25 KVA | <u>\$17,700.00</u> |
| | | TOTAL | \$74,692.00 |

| | | | |
|----|----------------|---------------|--------------------|
| 4) | WESCO (ABB) | 4 New 300 KVA | \$53,812.00 |
| | | 1 New 500 KVA | \$13,800.00 |
| | | 1 New 75 KVA | \$ 3,080.00 |
| | | 12 New 25 KVA | <u>\$25,680.00</u> |
| | | TOTAL | \$96,372.00 |

Staff recommends purchasing all the transformers from Resco Bid #2 at their low quote total price of \$74,692.00.



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

June 13, 2012

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

Re: City of Mountain Iron, MN
Step and Sidewalk Replacement Project
Project No. MI12-07

Dear Mr. Wainio:

Enclosed please find Pay Request No. 1 for the Step and Sidewalk Replacement project in the amount of **\$14,763.64** 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. Cory Winger, C&C Winger, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: _____

Engineer's Project No.: MI12-07

Project: Step and Sidewalk Replacement Project

CONTRACTOR: C & C Winger, Inc., 6872 Highway 135 South, Embarrass, MN 55732

For Period Ending: June 12, 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: June 13, 2012

By 

STATEMENT OF WORK

| | | | |
|-------------------------|---------------------|--------------------------------|----------------------------|
| Original Contract Price | \$ <u>16,662.50</u> | Work & Materials to Date | \$ <u>15,512.25</u> |
| Net Change Orders | \$ <u>0.00</u> | Amount Retained | \$ <u>775.61</u> |
| Current Contract Price | \$ <u>16,662.50</u> | Subtotal | \$ <u>14,763.64</u> |
| | | Previous Payments | \$ <u>0.00</u> |
| | | Amount Due this Payment | \$ <u>14,763.64</u> |



City Hall and Senior Center Sidewalk and Step Replacement
 CITY OF MOUNTAIN IRON, MINNESOTA
 PROJECT NO: MI12-07
 PAY REQUEST NO. 1

C & C WINGER

| SPEC. NO. | ITEM | UNITS | PROJECT QUANTITIES | UNIT PRICE | AMOUNT COMPLETED | TOTAL |
|-----------|--|----------|--------------------|------------|------------------|------------|
| | | | | | | |
| 2104.501 | REMOVE CURB AND GUTTER | LIN. FT. | 80.0 | \$5.00 | 84.0 | \$420.00 |
| 2104.503 | REMOVE CONCRETE SIDEWALK | SQ. FT. | 726.0 | \$2.50 | 777.0 | \$1,942.50 |
| 2104.509 | REMOVE CONCRETE STEPS | EACH | 2.0 | \$350.00 | 2.0 | \$700.00 |
| 2104.511 | SAWING PAVEMENT (FULL DEPTH) | LIN. FT. | 65.0 | \$3.00 | 98.0 | \$294.00 |
| 2104.604 | REMOVE AND REPLACE BITUMINOUS PAVEMENT | SQ. YD. | 24.0 | \$37.50 | 8.0 | \$300.00 |
| 2105.501 | COMMON EXCAVATION (PV) | CU. YD. | 18.0 | \$24.00 | 18.0 | \$432.00 |
| 2105.525 | TOPSOIL BORROW | CU. YD. | 8.0 | \$22.00 | 8.0 | \$176.00 |
| 2211.503 | AGGREGATE BASE (CV) CLASS V | CU. YD. | 10.0 | \$18.00 | 10.0 | \$180.00 |
| 2411.603 | CONCRETE STEPS - DESIGN SPECIAL | LUMP SUM | 1.0 | \$3,000.00 | 1.0 | \$3,000.00 |
| 2411.603 | CONCRETE RETAINING WALL | LIN. FT. | 5.0 | \$150.00 | 5.0 | \$750.00 |
| 2503.511 | 6" PIPE SEWER - SDR 35 | LIN. FT. | 16.0 | \$50.00 | 16.0 | \$800.00 |
| 2503.602 | CONNECT TO STORM SEWER | EACH | 1.0 | \$250.00 | 1.0 | \$250.00 |
| 2506.502 | CONSTRUCT DRAINAGE INLET BASIN | EACH | 1.0 | \$500.00 | | \$0.00 |
| 2506.522 | ADJUST FRAME AND RING CASTING | EACH | 2.0 | \$250.00 | 2.0 | \$500.00 |
| 2521.501 | 4" CONCRETE WALK | SQ. FT. | 690.0 | \$4.25 | 855.0 | \$3,633.75 |
| 2531.501 | CONCRETE CURB & GUTTER | LIN. FT. | 80.0 | \$22.00 | 88.0 | \$1,936.00 |
| 2540.601 | INSTALL RAILING - FURNISHED BY OTHERS | LUMP SUM | 1.0 | \$850.00 | | \$0.00 |
| 2575.505 | SODDING TYPE LAWN | SQ. YD. | 87.0 | \$6.00 | 33.0 | \$198.00 |

CONTRACT AMOUNT: \$16,662.50

TOTAL WORK COMPLETED \$15,512.25
 RETAINAGE (5%) -\$775.61
 PREVIOUS PAYMENTS: \$0.00
 AMOUNT DUE: \$14,736.64

BENCHMARK ENGINEERING, INC.

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

Name of Applicant Roger Johnston Signature of Applicant Roger Johnston Date of Applications 5/31/2012
8350 Jasmine Street

Legal Description:
 (Sec) Lot 13 (Twp) Block T80N Block 1 (Rge) Subd R18W Sub 1 Parcel Code # 175-0069-00010
Westgate 1st Addition

Description of Proposed Use 3 stall garage

Statement as to why proposed use will not cause injury to value of adjoining property. The garage will be 30' x 30' and not more than 15' tall. It will be setback from the property lines by 5'.

Statement as to how proposed use is to be designed, arranged and operated in order to permit development and use of neighboring property. It will be located as such: the back of the garage will be to the South East corner of the lot. The front of the garage will be pointing to the North / North West so it will be a slight angle.

* 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.

OFFICE USE ONLY

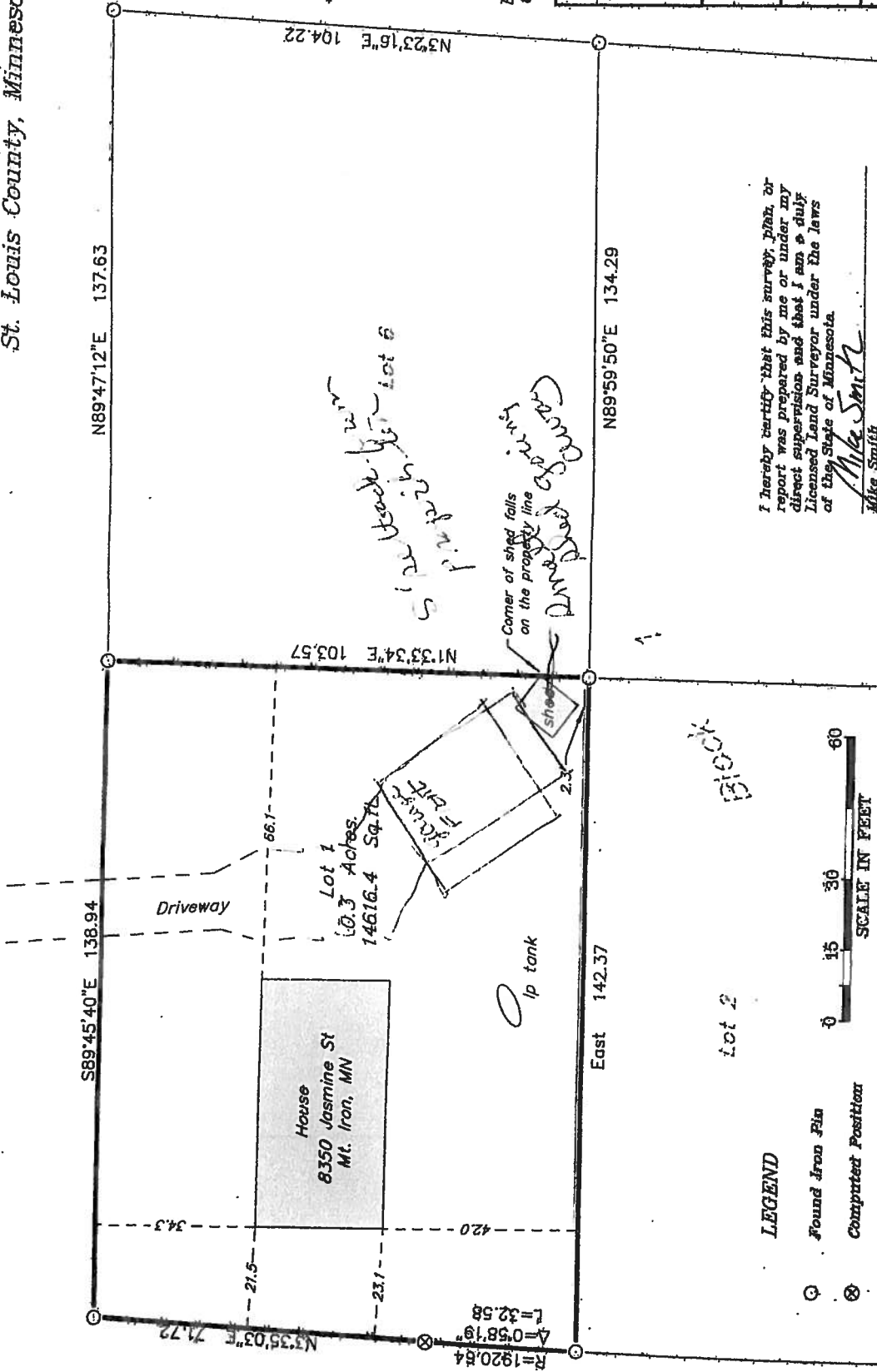
| ITEM | ACTION | DATE | INITIAL |
|----------------------------------|--------------------------------------|----------------|------------|
| Zoning Administrator Review | <u>Pd # 150 5/31/12 Rec. 1.04524</u> | | |
| Public Hearing Set | <u>emailed to JOLC</u> | <u>5/30/12</u> | <u>Gma</u> |
| Hearing Notice Published | <u>Set for 6/11/12 @ 6:05am</u> | <u>5/30/12</u> | <u>Gma</u> |
| Planning & Zoning Recommendation | <u>Hometown Focus</u> | <u>6/11/12</u> | <u>Gma</u> |
| Council Action | <u>P+Z rec. approval</u> | <u>6/11/12</u> | <u>Gma</u> |
| Filed with County Recorder | | | |

Conditions Attached _____

CERTIFICATE OF SURVEY

A Boundary Survey of Lot 1, Block 1,
in the plat of WESTGATE
in Section 13, T58N, R18W
St. Louis County, Minnesota

East Jasmine St



Bearings are based on
the Plat of WESTGATE.

**NORTHERN LIGHTS
SURVEYING CO.**
1518 8th St. So.
Virginia, MN. 55792
Phone: (218) 741-3573
nlsurveying@questoffice.net

| | |
|--------------|----------------|
| PREPARED FOR | Roger Johnston |
| SECTION | 13 |
| TOWNSHIP | 58 NORTH |
| RANGE | 18 WEST |
| COUNTY | St. Louis |
| DRAWN BY | MTS |
| JOB NO. | 7802-049 |
| DRAWING NO. | 7202049 |

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.

Mike Smith
Mike Smith

Date: 5/10/12 License No. 46567

LEGEND

- Found Iron Pin
 - ⊗ Computed Position
- 0 15 30 60
SCALE IN FEET

Block

lot 2

R=1920.64
A=0°58'16"
L=32.58

**MINUTES
PLANNING AND ZONING COMMISSION
MOUNTAIN IRON, MINNESOTA
JUNE 11, 2012**

ROLL CALL:

Chairman Steve Skogman called the meeting to order at 6:03 p.m. Members present were: Vicky Juntunen, Margaret Soyring , Ray Saari, Tim Johnston, and Jim Techar. Absent member included: Barb Fivecoate and Jerry D. Kujala, Zoning Administrator. Also present was: Tony Zupancich, Council Liaison.

CONSENT AGENDA:

A motion was made by Skogman with support from Techar to accept the minutes of the May 14, 2012, meeting and passed unanimously.

PUBLIC FORUM:

A motion was made by Skogman with support from Juntunen to recess the regular meeting and open the public hearing on the Conditional Use Permit for Roger Johnston. No correspondence was received or public comments made regarding this issue. A motion was made by Skogman with support from Soyring to adjourn the public hearing and resume the regular meeting.

REPORTS:

The Zoning Administrator was not present.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- A. Conditional Use Permit – Roger Johnston: A motion was made by Soyring with support from Juntunen to recommend approval by the City Council of the Conditional Use Permit for Roger Johnston to construct an accessory building that is 1,024 square feet on parcel 175-0069-00010. The motion carried on the following vote: Juntunen, yes; Soyring, yes; Techar, yes; Saari, yes; Skogman, abstain; Johnston, abstain; and Fivecoate, absent.
- B. Fink Building Permit: Mr. Ed Roskoski asked for clarification on the permit. Mr. Fink was in audience and agreed to change roof design and re-submit the application to Zoning Administrator Kujala for approval.

ANNOUNCEMENTS:

None

OPEN DISCUSSION:

None

ADJOURN:

At 6:20 p.m., a motion was made by Saari with support from Techar to adjourn the meeting and it passed unanimously.

Submitted by:

Vicky Juntunen
Secretary

COUNCIL LETTER 061812-VIA

ADMINISTRATOR

RESOLUTION NUMBER 15-12

DATE: June 14, 2012
FROM: Craig J. Wainio
City Administrator

Resolution Number authorizes City staff to submit a grant application to the Minnesota Department of Employment and Economic Development Capital Grants Program. Staff intends to apply for \$300,000 under this program to use for infrastructure along the new route of County Road 102. This program requires a match of at least 50% and staff intends to use the IRRRB grant for this project as the match.

It is recommended that the City Council adopt Resolution Number 15-12 Business Development Capital Projects Grant Program.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 15-12

BUSINESS DEVELOPMENT CAPITAL PROJECTS GRANT PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA that the City of Mountain Iron acts as the legal sponsor for the project contained in the Business Development Capital Projects Grant Program Application to be submitted on June 22, 2012 and that the Mayor and the City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Mountain Iron.

BE IT FURTHER RESOLVED that the City of Mountain Iron has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its useful life.

BE IT FURTHER RESOLVED that the City of Mountain Iron has not violated any federal, state, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, City of Mountain Iron, may enter into an agreement with the State of Minnesota for the above-referenced project, and the City of Mountain Iron certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that all non-state funding is committed and available and meets or exceeds the requirement that the non-state match equal or exceed the state funding.

BE IT FURTHER RESOLVED that the City of Mountain Iron certifies that it will comply with all applicable laws, regulations, and rules of General Obligation bond funds.

BE IT FURTHER RESOLVED that the Mayor and the City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the applicant.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JUNE, 2012.

Mayor Gary Skalko

ATTEST:

City Administrator



**A R C H I T E C T U R A L
R E S O U R C E S • I N C.**

June 13, 2012

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

**RECOMMENDATION OF AWARD
CONSTRUCTION BIDS FOR
WASTE WATER TREATMENT PLANT REROOF & DOOR/WINDOW REPLACEMENT
ARI Project # 12-072**

Craig:

Bids for the construction of WWTP Reroof and Door and Window Replacement were received at 10:00 a.m., June 12, 2012. The low bidder was Lenci Enterprises, Inc., with an amount of \$57,000.00.

ARI has contacted Lenci and has confirmed they are comfortable with their bid.

ARI, therefore, recommends award of the construction contract to MGC on the basis of low bid.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



Mark Wirtanen, AIA
Vice President

MW/pw

enc

ARCHITECTURE ■ ENGINEERING ■ LANDSCAPE ARCHITECTURE ■ INTERIOR DESIGN

704 East Howard Street • Hibbing, MN 55746
tel: 218.263.6868 • fax: 218.722.6803
mark.wirtanen@arimn.com • www.arimn.com



**A R C H I T E C T U R A L
R E S O U R C E S • I N C.**

• BID TABULATION •
MOUNTAIN IRON WASTE WATER TREATMENT PLANT
ARI Project # 12-072

Bid Date & Time: Tuesday, June 12, 2012, @ 10:00 AM local time

| Contractor | Base Bid | Completion Time | Addenda Acknowledged | Bid Security |
|---|-----------------|------------------------|-----------------------------|---------------------|
| Lenci Enterprises, Inc. 1021 South 2 nd Avenue, P.O. Box 6 Virginia, MN 55792 218/741-3482 (218/741-3483 fax) | \$57,000.00 | 75 days | 1 | 5% |
| AM Construction of Hibbing 1529 East 40 th Street Hibbing, MN 55746 218/262-1817 (218/262-4116 fax) | \$57,353.00 | 120 days | 0 | 5% |
| Max Gray Construction, Inc. 2501 West 5 th Avenue, P.O. Box 689 Hibbing, MN 55746 218/262-6622 (218/262-2109 fax) | \$58,690.00 | 60 days | 1 | 5% |

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COUNCIL LETTER 061812-VI

MAYOR GARY SKALKO

**SOUND SYSTEM DONATION
TO THE MTN. IRON LEGION**

DATE: June 14, 2012
FROM: Mayor Gary Skalko
Craig J. Wainio
City Administrator

The Mayor Skalko requested this item be placed on the Agenda with the following background information:

The Mountain Iron Legion is in dire need of a new public sound system. As you probably are aware, their funds are “very limited”.

Working with Dom Elioff, Commander of the Mountain Iron Legion, we came up with the following system (receiver, portable PA, and wireless microphone).

Perpich TV, here in Mountain Iron, gave a tremendous deal, a discount of \$227.

My request (motion) will be that will make a donation of \$770.00 to the Legion for the purchase of this sound system. The money will come from our charitable gambling fund.

The information from Perpich TV is enclosed.



Perpich TV

Search

English



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PROFILE

PRODUCTS

SALES

NEWS

KNOWLEDGE

SUPPORT

USERS

PRODUCTS

- New Products
- Wireless Mic Systems
- Portable PA Systems
- Tour Guide / Interpretation Systems
- Wireless In-ear Monitors
- Portable Receivers
- Antenna Systems
- Wired Microphones
- Accessories
 - Gooseneck Mics
 - Lavalier Mics
 - Headworn Mics
 - Receiver Modules
 - MRM-70
 - MRM-72
 - MA-707VM/UM
 - Overview
 - Mic Capsule Modules
 - Other Accessories
- Discontinued Models

PRODUCTS

MRM-70 Single-Channel Diversity Receiver Module

*\$149.99
our price*



Introduction

i@

Plug & play diversity receiver module fits MIPRO MA-705, MA-707, MA-708 and MA-08 portable wireless public address systems and MA-909 wireless mixer.

Key Features

- Diversity technology for optimum reception quality.
- One-touch Scan for one of the 16 clear, interference-free frequencies.
- One-touch ACT™ syncs the transmitter and receiver frequency automatically.
- Dual "PilotTone & NoiseLock" circuits minimize interference.
- Warning indicator detects potential interference.
- "Sensitivity" adjuster can be adjusted to minimize interference.
- Modular design allows easy installation and replacement.
- Bright and easy-to-read channel display.
- Accurate RF and audio meters.

Specifications

| | |
|--------------------|--|
| Frequency Range | UHF 620~934MHz |
| Oscillation Mode | PLL synthesized |
| Bandwidth | 24MHz |
| Preset Channels | 16 Non-interference channels |
| Receiving Mode | CPU-controlled Diversity Receiving |
| Squelch Control | Innovative "PilotTone & NoiseLock" dual-squelch circuit |
| Display Status | Dedicated LED display panel is clearer and more definite in displaying channel, RF and AF signal strength. Noise indicator clearly display if a receiver is under the state of interference. |
| Sensitivity | 6dB μ V, at S/N>80dB |
| Spurious Emissions | < -87dB |
| | ±15KHz (Overall system) |
| | 40dB |
| | 5% @ 1KHz (Dev.=40KHz) |
| | 1mV rms |
| | 12~15V |
| | 90 mA |
| | 1~60 μ s |
| | (W)1135(H)1141(D)mm / 3.0(W)x1.4(H)x5.6(D)" |
| | 6g / 4.4oz |

*Receiver -
PORTABLE P/A
(100 WATT)
WIRELESS MIC*

| | | |
|-----|----|------------------|
| 149 | 99 | 149.99 |
| 449 | 99 | (List) 649.99 |
| 169 | 99 | (List) 199.99 |
| 769 | 99 | 996.97 |

*SAVINGS OF
227.00*

*996.97
769.97
Disc 227.00*

List Price: \$996.97

Our Price: \$769.97

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Discount of: \$227.00



Wireless Microphone Systems • Portable PA Systems

Search

English



PROFILE

PRODUCTS

SALES

NEWS

KNOWLEDGE

SUPPORT

USERS

PRODUCTS

- New Products
- Wireless Mic Systems
- Portable PA Systems
 - MA-100
 - MA-101
 - MA-101a
 - MA-101c
 - MA-101ACT
 - MA-202
 - MA-303
 - MA-705
 - MA-707
 - MA-708
 - MA-808
 - MA-909
- Overview
- Tour Guide / Interpretation Systems
- Wireless In-ear Monitors
- Portable Receivers
- Antenna Systems
- Wired Microphones
- Accessories
- Discontinued Models

PRODUCTS

Portable PA Systems

MA-707 Wireless Portable PA System

- ▶ View interactive functions
- ▶ 360° Visualizer

list 649⁹⁹
sell 449⁹⁹
OUR PRICE



i@

This powerful 100 watt system provides excellent full range music reproduction as well as quality, intelligible speech. The retractable handle and built-in wheels make transport of the MA707 easy and convenient.

i@

Ideal applications include:

- Schools
- Places of worships
- Meetings, seminars and presentations
- Fitness & aerobics centers
- Shopping center presentations and promotions
- Parades and fetes
- Sporting functions
- Hobby & leisure clubs
- Auctions

Key Features Specifications Transmitters Accessories Literature Print this Page

- 100-watt audio output.
- 3 power modes: AC, rechargeable battery & DC jack.
- Up to 8 hours of operating time per charge
- For crowds up to 700.
- Retractable handle and sturdy wheels for easy transport.
- Built-in storage compartment for 2 transmitters.
- Optional CD/USB player module (including remote control)
- Up to 2 optional high performance diversity receiver modules with 16 auto-scanable frequencies.
- One-touch Autoscan for a clear, interference-free frequency
- One-touch ACT™ syncs the transmitter and receiver frequency automatically.
- Interference warning indicator and control management
- 100m(300 ft) operating range.
- Line-output for external audio recordings.
- Two wired microphone inputs (XLR & jack)
- Rechargeable batteries included
- Low-battery warning indicator
- Extension speaker output
- Integrated speaker stand mount
- Suitable for tripod, floor or desk mount.

PRODUCTS

- New Products
- Wireless Mic Systems**
 - Digital
 - Analog
 - ACT-Series: LCD
 - ACT-707
 - ACT-707D
 - ACT-707DE
 - ACT-707S
 - ACT-707SE
 - ACT-707HM
 - ACT-707H
 - ACT-707HE
 - ACT-707TM
 - ACT-707T
 - ACT-707TE
 - Overview
 - ACT-Series: VFD
 - MR-Series
- Portable PA Systems**
- Tour Guide / Interpretation Systems**
- Wireless In-ear Monitors**
- Portable Receivers**
- Antenna Systems**
- Wired Microphones**
- Accessories**
- Discontinued Models**

PRODUCTS

Wireless Mic Systems

ACT-707HE Standard Handheld Transmitter

199
16999
our Price



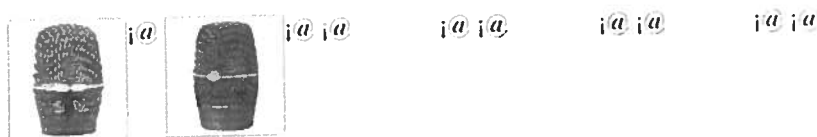
Key Features

- Plastic Housing
- Power switch is located on the housing for easy operation.
- LED panel displays power on/off and battery fuel gauge Exclusive color rear cap is available in 10 colors for channel identification.
- Fine-crafted and ergonomically designed housing presents MIPRO's unique style.
- The cardioid condenser microphone capsule is ideal for vocal, providing high fidelity, wide frequency response, high dynamic range, rapid transient response, low echo feedback, clarity and accuracy sound image contributes the best sound quality in the digital audio age.
- Patented modularized capsule design provides extremely low handling-noise feature that other brands cannot compete.
- Unique dual steel microphone head-grille design eliminates pop & wind noises and prevents worsening of high pitch loss and directionality.
- Interchangeable microphone capsules are available.
- A condenser or dynamic capsule to suit personal preference.
- World's first ACT (Automatic Channel Targeting) function provides rapid and automatic channel setting of the transmitter.
- High fidelity modulation circuitry is capable of accepting high input level and less distortion.
- Advanced efficient transmitting and low power consumption circuit design.
- 22 hour battery life per single 9V battery.
- Professional quality ensures no impact-damage.

Specifications

| | |
|-------------------------|---|
| Housing Material | Plastic |
| Oscillation Mode | PLL Synthesized |
| Carrier Frequency Range | UHF 620~950MHz |
| Bandwidth | 24MHz |
| RF Output Power | 10~30mW (or dependent on applicable country regulations) |
| Spurious Emissions | <-55dBc |
| Max. Deviation Range | ±0.68KHz, with compandor and level limiting. |
| Maximum Input Level | 148dB SPL |
| Microphone Capsules | MU-78, MU-39 |
| Battery | 9V x 1 (alkaline) |
| Display Status | LED power and low battery warning |
| Dimensions | 50(Ø)×123(L)mm / 2.0(Ø)×9.3(L)" |
| Weight | 240g / 8.5oz |
| Note | Varied specifications on carrier frequency range, maximum deviation, RF output power and spurious emission to comply regulation of different countries. |

Microphone Capsules





CONNECTING & INNOVATING
SINCE 1913

RE: 2013 Dues Information

June 7, 2012

Dear Mayors & Administrators,

At its May 17th meeting, the League Board of Directors voted to set a *maximum* dues schedule increase of 3.5 percent for the 2013 fiscal year beginning September 1, 2012. The actual amount will be determined at the Board's August 16 meeting when it will adopt the budget for the coming fiscal year.

Per the League constitution, dues are calculated based on the population as established by the latest Census, estimate by the Metropolitan Council, or estimate by the State Demographer, whichever has the latest stated date.

Examples of a 3.5 percent dues schedule increase for sample cities:

| Population | 2012 Dues | 2013 Dues | Increase |
|------------|-----------|-----------|----------|
| 1,000 | \$ 997 | \$1,031 | \$ 34 |
| 5,000 | \$4,518 | \$4,676 | \$158 |
| 10,000 | \$8,116 | \$8,400 | \$284 |

Over the past ten years, there have been three years with no dues increases and during that same period the annual dues schedule increases have averaged 2.43 percent. The Board takes its responsibility to prudently manage the League's assets very seriously. It also recognizes that reliance on League services increases as city budgets continue to get tighter. The League Board and staff are committed to ensuring these services can be provided in the most efficient way to meet member needs.

On behalf of the entire Board of Directors, thank you for your continued support of the work of the League. The League is *your* organization, and we sincerely welcome your feedback and your ideas for how we can better serve your needs. Feel free to contact Jim Miller, Executive Director, at (651) 281-1205 or jmiller@lmc.org with any questions or comments.

H. Dan Ness
LMC President,
Mayor, City of Alexandria

Jim Miller
Executive Director,
League of Minnesota Cities

This preliminary action was taken to comply with the League's Constitutional requirement that members receive at least 60 days notice of intended dues increases.