

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
WEDNESDAY, JULY 7, 2004 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the June 21, 2004 Regular Meeting (#1-19)
 - B. Bills and Payroll
 - C. Receipts
 - D. Communications (#61-71)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Animal Control Ordinance (#20-24)
 - B. City Administrator's Report
 - 1. Authorization to seek Election Judges (#25)
 - 2. Special Events Permit (#26-27)
 - C. Director of Parks and Recreation's Report
 - 1. Grass Cutting (#28)
 - D. Auditor
 - 1. 2003 Audit Report (#29-30)
 - E. City Engineer's Report
 - 1. Overlay Pay Request Number 1 (#31-32)
- V. Unfinished Business
 - A. Library Tuck Pointing (#33-36))
 - B. School District Land Swap (#37-42)
 - C. Old City Dump Stockpiles (#43)
- VI. New Business
 - A. USX Property Acceptance/Cleanup Grant Contract (#44-55)
 - B. Library Pay Request Number 4 (#56-58)
 - C. Ball Field Behaviors (#59)
 - D. Business Development (#60)
 - E. Communications (#61-71)
- VII. Open Discussion
- VIII. Announcements
 - A. Filings for the Office of Mayor and Council – July 6-20, 2004
- IX. Adjourn # Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
JUNE 21, 2004

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Allen Nelson, Dale Irish, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Larry Nanti, Director of Parks and Recreation; Joe Stewart, Sheriffs Sergeant, Tom Cvar, Fire Chief; and Rod Flannigan, City Engineer (entering at 6:32 p.m.).

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

1. Add the following items to the agenda:
 - IV. A. 1. Canopy for the Downtown Playground
 2. Pavilion Improvement at the Downtown Park
 - V. E. Excess materials at Wastewater Treatment Plant site.
 - VI. F. Possible Paving Change Order
2. Approve the minutes of the May 19, 2004, special City Council meeting as submitted.
3. Approve the minutes of the June 7, 2004, City Council meeting as submitted.
4. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
5. To acknowledge the receipts for the period June 1-15, 2004, totaling \$150,670.06, (a list is attached and made a part of these minutes).
6. To authorize the payment of the bills and payroll for the period June 1-15, 2004, totaling \$190,101.77, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Wilbert Johnson, 5621 Nichols Avenue, Mountain Iron, expressed concerns regarding his neighbor, Mr. Nordlund, parking vehicles on his property. The Sergeant explained to Mr. Johnson that he spoke with Mr. Nordlund and he stated that he would move the vehicles. The Sergeant also stated that if Mr. Nordlund does not move the vehicles there is nothing else that the City could do to make him comply. The City Council suggested Mr. Johnson have a survey completed on his property to verify the property lines. The City Engineer said that he would give him a cost estimate to have a survey completed.

Also during the public forum, Tom Cvar requested the Council to reconsider vacating the street adjacent to his property and selling him the City lot on the other side of the street. The Mayor advised Mr. Cvar to bring the issue before the Planning and Zoning Commission for a recommendation. The Director of Public Works stated that there are easements through the land that the City would need to retain.

Also during the public forum, Tom Cvar requested the Council to authorize him to attend the 2004 Fire Chief's Association Annual Conference. The Council requested that he itemize the estimated expenses for the conference and resubmit the information for Council consideration.

During the Mayor's report, the Mayor thanked the City Staff, the Council members, and the group of Volunteers that assisted in the installation of the new park equipment in Downtown Mountain Iron.

It was moved by Skalko and supported by Roskoski to authorize the purchase of a canopy for the Downtown Park playground equipment using the funds that have been donated by area businesses and residents. The motion carried on the following roll call vote: Nelson, no; Irish, yes; Roskoski, yes; Prebeg, yes; and Skalko, yes.

It was moved by Skalko and supported by Irish to direct City Staff to cut and shorten the eaves on the pavilion roof, stain the pavilion and the two picnic tables inside the pavilion, with the project completed by September 1, 2004. The motion carried.

The Mayor distributed an article that appeared in the Duluth Tribune regarding advertising for the JOBZ program and briefly spoke about the tax free zones. He requested that the City Administrator and the new Economic Development Authority be aggressive in advertising the City of Mountain Iron's JOBZ program.

It was moved by Roskoski and supported by Skalko to direct the City Administrator to train or arrange training on basic aspects of City computer usage for normal or emergency start up for the three City Office Staff Employees with this training being completed by December 31, 2004. The motion carried.

During the City Administrator's report, Councilor Irish said that he contacted Laura Kushner, Human Resources Director from the League of Minnesota Cities, regarding workers compensation insurance coverage for anyone under the age of 18 driving City vehicles.

The Director of Public Works reported that he had contacted Canadian National regarding painting the bridge in the Downtown Mountain Iron area and they responded saying they currently have no funds in their budget to complete the work, but they would consider it in their next budget.

It was moved by Prebeg and supported by Nelson motion to authorize City Staff to purchase a pickup truck mounted broom from United Truck Body at their low quoted price of \$4,550.22. The motion carried on the following roll call vote: Irish, yes; Roskoski, no; Prebeg, yes; Nelson, yes; and Skalko, yes.

The Director of Public Work stated that City Staff went to Minntac and picked up the bits and dipper teeth and Staff is now looking for direction on what to do with them.

It was moved by Roskoski and supported by Irish to designate Ed Roskoski as the volunteer to go between the City Council and City Staff for the construction of appropriate stands and placement of the two donated shovel bucket dipper teeth and the rotary bits from Minntac. The motion carried.

The Director of Public Works advised the Council that the aerial photo of the City is currently being framed and will be displayed at the Community Center shortly.

Councilor Roskoski also reminded City Staff members to get the Locomotive Plaque up in the Community Center.

The Director of Public Works said that he had contacted Saint Louis County regarding the upgrade on County Road 761. He said that the project is in the preliminary design stage and no time frame was available as to when the road construction would begin.

The Director of Parks and Recreation informed the Council that the Merritt Days Celebration and the 4th of July Celebration were set. He further stated that the grant funds have been expended for the Wacootah Overlook project. He also stated that the Park and Recreation Board is still looking into the “Movies in the Park” to possibly start on July 15th.

Councilor Roskoski said that the fence at the Wacootah Overlook looked good, but the painting on the view stand had some discrepancies on the southeast corner of the stand with the paint running together. Councilor Roskoski inquired about the sea level sign. The Recreation Director said that the sign had been ordered. Councilor Roskoski also requested that the Recreation Director order four red spacers for the Downtown Playground equipment.

It was moved by Roskoski and supported by Skalko to direct the City Administrator or the Recreation Director to contact Minntac regarding repainting the reference sign white on the north edge of the Mountain Iron mine. The motion carried.

Councilor Irish advised the Recreation Director that the basketball nets in the Mountain Iron, Parkville, and South Grove parks are in bad shape and need replacing.

The City Engineer reported that the street paving projects are about half way completed. Councilor Roskoski questioned if there is till some gravel shoulders brought up to match road surface. The City Engineer said that the shouldering work would be completed on the newly overlaid roads. Councilor Roskoski wanted to thank the Crew that completed the overlay work, saying that he was pleased with how the bituminous comes up to the curb gutter.

It was moved by Roskoski and supported by Irish to direct the City Engineer to prepare a cost estimate to have Mountain Avenue, north of Locomotive Street, paved with 1 to 1 ½ inches of bituminous, and the costs associated with moving the shovel bucket and the view stand out of the way and putting them back, with the information provided by the first meeting in July. The motion carried.

The City Attorney updated the Council on the Bon Air. He said that the deed was prepared and forwarded to the Bon Air Owner's Attorney, but had not received it back yet.

Councilor Roskoski questioned the hauling being done by P & H MinePro on Jasmine Street. The Director of Public Works stated that he had spoke with representatives at P & H MinePro regarding hauling down Southern Drive and coming in the back.

At 7:53 p.m., Councilor Prebeg left the meeting.

The Council reviewed the Sheriff's Department Activity Report for the month of May. The Sergeant advised the Council that the Annual Bike Rodeo was a success.

At 7:56 p.m., Councilor Prebeg returned to the meeting.

It was moved by Nelson and supported by Prebeg to adopt the Refuse Canister Policy, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski voting no.

It was moved by Prebeg and supported by Nelson to authorize City Staff to move the recycling roll-off containers to the new yard site with placement prior to the access gate. The motion carried with Councilor Roskoski voting no.

It was moved by Prebeg and supported by Nelson to authorize the City Engineer to prepare plans and quotes for the waterline extension from Unity Drive South along Mountain Iron Drive. The motion carried.

It was moved by Prebeg and supported by Nelson to authorize City Staff to obtain quotes for the installation of an upgrade to the electrical substation. The motion carried.

It was moved by Irish and supported by Prebeg to adopt Resolution Number 24-04, authorizing the sale of certain property, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Nelson to adopt Resolution Number 25-04, approving the JOBZ Business Subsidy Policy and Criteria, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Roskoski and supported by Irish to adopt Resolution Number 27-04, authorizing the library grant application, (a copy is attached and made a part of these minutes). The motion carried with Councilor Nelson voting no.

It was moved by Prebeg and supported by Irish that all previous bids on the fire trucks be rejected and authorize City Staff to re-advertise for bids for the two fire trucks. The motion carried.

It was moved by Irish to direct City Staff to seek another alternative for storing demolition material and that there be no more loaders or dump trucks going on Grant Drive. After further discussion, Councilor Irish withdrew his motion.

It was moved by Irish and supported by Roskoski to direct City Staff to research the ownership of the land by the Wastewater Treatment Plant where the City is storing demolition materials. The motion carried with Prebeg voting no.

The City Administrator reviewed the emergency call out procedure.

It was moved by Skalko and supported by Roskoski to direct City Staff to obtain the text of an advertisement for Sears that has been announced on KQDS using the City's name and forward it to the City Attorney for review and recommendation. The motion carried.

It was moved by Roskoski and supported by Irish to direct the City Attorney to research the procedure to implement a Mountain Iron Foundation/City Endowment Fund with the fund being administered by the Mountain Iron Civic Association with the City of Mountain Iron being the assigned fiscal agent. The motion carried.

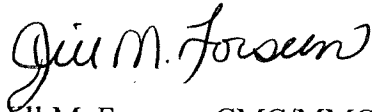
It was moved by Skalko and supported by Prebeg to reschedule the July 5, 2004 regular meeting to Wednesday, July 7, 2004 at 6:30 p.m. The motion carried.

During the open discussion, Councilor Prebeg questioned the letter received from Positively Minnesota regarding the approval for grant funding for a Contamination Cleanup Grant for the USX site. The Council discussed whether the Council wanted to proceed with the grant or not. The Administrator said that he would have additional information for the next regular meeting.

During the open discussion, Councilor Irish commented on the allegations made by Councilor Prebeg regarding his miss use of powers.

At 9:29 p.m., it was moved by Roskoski and supported by Irish that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Marilyn Skaudis, Secretary for the Mountain Iron Senior Citizens Club, a thank you for planting the plants by the Seniors Building.
2. League of Minnesota cities, forwarding the June 10, 2004 Friday Fax.
3. Federal Railroad Administration, notification of a public informational meeting on June 23, 2004, regarding the Interim Train Horn Rule.
4. Positively Minnesota, Department of Employment and Economic Development, advising the City that the grant application for a contamination cleanup grant for the USX Site has been approved for funding in the amount of \$239,100.
5. Erik Wedge, DSGW, forwarding information regarding the library renovation.
6. Erik Wedge, DSGW, advising the City that they can not provide a recommendation on the library tuckpointing project because they did not prepare the specifications on the project.
7. Rodney Flannigan, Benchmark Engineering, forwarding information and a meeting notice on the creation of a quiet railroad-crossing zone in Mountain Iron.
8. RAMS, forwarding the legislative update.

Summary By Category And Distribution

Category	Distribution	Amount
PERMITS	BUILDING	1,204.20
CAMPGROUND RECEIPTS	FEES	3,671.00
UTILITY	UTILITY	92,705.68
MISCELLANEOUS	REIMBURSEMENTS	21,214.67
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	425.00
MISCELLANEOUS	DONATIONS FOR DOWNTOWN PARK	50.00
FINES	CRIMINAL	1,290.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	950.00
METER DEPOSITS	ELECTRIC	425.00
BUILDING RENTALS	COMMUNITY CENTER	125.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	136.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	25,157.55
CD INTEREST	CD INTEREST 101	479.16
CD INTEREST	CD INTEREST 301	380.87
CD INTEREST	CD INTEREST 378	122.86
CD INTEREST	CD INTEREST 602	86.00
CD INTEREST	CD INTEREST 603	135.15
CD INTEREST	CD INTEREST 604	24.60
CD INTEREST	CD INTEREST 103	1,609.29
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
COPIES	COPIES	14.00
MISCELLANEOUS	CHECK RETURN FEE	20.00
LICENSES	ANIMAL	20.00
BUILDING RENTALS	SENIOR CENTER	25.00
BUILDING RENTALS	NICHOLS HALL	20.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	359.03
Summary Totals:		<u>150,670.06</u>

Check Issue Date(s): 06/12/2004 - 06/24/2004

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/04	06/16/2004	30069	130011	MOUNTAIN IRON POSTMASTER	002-20200	283.25
06/04	06/22/2004	30070	10013	A T & T INFORMATION SYSTEMS	002-20200	57.66
06/04	06/22/2004	30071	501	ACCESS COMPUTERS	002-20200	560.00
06/04	06/22/2004	30072	10008	AIRGAS NORTH CENTRAL	002-20200	578.58
06/04	06/22/2004	30073	130017	AMERICAN BANK	002-20200	247.85
06/04	06/22/2004	30074	10036	AMERICAN LIBRARY PREVIEW	002-20200	112.76
06/04	06/22/2004	30075	651	AMY TEDMAN CURFMAN	002-20200	69.14
06/04	06/22/2004	30076	659	ARDC	002-20200	100.00
06/04	06/22/2004	30077	10021	ARROWHEAD LIBRARY SYSTEM	002-20200	250.00
06/04	06/22/2004	30078	20022	BENCHMARK ENGINEERING INC	002-20200	5,572.55
06/04	06/22/2004	30079	661	BONNIE EBNET	002-20200	50.00
06/04	06/22/2004	30080	670	CAROL TECHAR	002-20200	100.00
06/04	06/22/2004	30081	647	CATHERINE ROSWOLD	002-20200	193.46
06/04	06/22/2004	30082	30061	CELLULARONE	002-20200	467.28
06/04	06/22/2004	30083	30021	CHILD'S PLAY	002-20200	100.69
06/04	06/22/2004	30084	30052	COLUMBIA HOUSE-CUSTOMER SERVC	002-20200	55.35
06/04	06/22/2004	30085	30053	CONSOLIDATED TRADING COMPANY	002-20200	807.55
06/04	06/22/2004	30086	658	CRAIG HULTGREN	002-20200	100.00
06/04	06/22/2004	30087	652	DAN TIMM	002-20200	82.19
06/04	06/22/2004	30088	643	DONALD MOGEN	002-20200	67.40
06/04	06/22/2004	30089	40030	DULUTH CLINIC	002-20200	40.00
06/04	06/22/2004	30090	500012	ERA LABORATORIES INC	002-20200	196.20
06/04	06/22/2004	30091	60026	FASTENAL COMPANY	002-20200	139.09
06/04	06/22/2004	30092	662	GIRL SCOUT TROOP 1229	002-20200	50.00
06/04	06/22/2004	30093	70025	GLOBAL DIRECTORIES	002-20200	287.00
06/04	06/22/2004	30094	70029	GUARDIAN PEST CONTROL INC	002-20200	56.82
06/04	06/22/2004	30095	80002	HILLYARD	002-20200	374.87
06/04	06/22/2004	30096	80010	HOMETOWN ELECTRIC	002-20200	394.23
06/04	06/22/2004	30097	90002	INGRAM BOOK COMPANY	002-20200	384.94
06/04	06/22/2004	30098	90003	INTERSTATE COMPANIES INC	002-20200	7,007.52
06/04	06/22/2004	30099	663	JACQUIE LAVATO	002-20200	100.00
06/04	06/22/2004	30100	653	JAMIE WHITING	002-20200	95.37
06/04	06/22/2004	30101	657	JEFFREY MCMILLEN	002-20200	25.00
06/04	06/22/2004	30102	668	JENNIFER OVERBYE	002-20200	50.00
06/04	06/22/2004	30103	60018	JILL M FORSEEN	002-20200	100.00
06/04	06/22/2004	30104	656	JOHN WHIPPS	002-20200	98.28
06/04	06/22/2004	30105	190025	JUDY SEURER	002-20200	49.50
06/04	06/22/2004	30106	664	KEITH MARSHALL	002-20200	100.00
06/04	06/22/2004	30107	650	KELLY CORRADI	002-20200	40.26
06/04	06/22/2004	30108	655	KOLLEEN SANDNAS	002-20200	92.80
06/04	06/22/2004	30109		Information Only Check	002-20200	.00 V
06/04	06/22/2004	30110	120006	L & M SUPPLY	002-20200	1,008.82
06/04	06/22/2004	30111	120040	LAURENTIAN YEARBOOK	002-20200	30.00
06/04	06/22/2004	30112	120005	LEAGUE OF MN CITIES INS TRUST	002-20200	499.00
06/04	06/22/2004	30113	665	LEE ANNE HERRMANN	002-20200	100.00
06/04	06/22/2004	30114	120004	LITERARY GUILD	002-20200	41.98
06/04	06/22/2004	30115	220015	LUCY VITALI	002-20200	65.00
06/04	06/22/2004	30116	669	LYNN LAPATKA	002-20200	100.00
06/04	06/22/2004	30117	654	MARLA K DAHLBERG	002-20200	98.44
06/04	06/22/2004	30118	645	MARY GAGNON	002-20200	108.13
06/04	06/22/2004	30119	666	MARY PELISKA	002-20200	50.00
06/04	06/22/2004	30120	648	MELVIN ISAACSON	002-20200	179.70
06/04	06/22/2004	30121	644	MERLIN PETERSON	002-20200	400.00
06/04	06/22/2004	30122	130118	MESABI ABSTRACT COMPANY	002-20200	970.00
06/04	06/22/2004	30123	130041	MESABI BITUMINOUS	002-20200	907.38
06/04	06/22/2004	30124	130004	MESABI DAILY NEWS	002-20200	295.12
06/04	06/22/2004	30125	9002	MICHAEL FREDERICK	002-20200	25.00

M = Manual Check, V = Void Check

Check Issue Date(s): 06/12/2004 - 06/24/2004

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/04	06/22/2004	30126	130096	MICROMARKETING ASSOCIATES	002-20200	90.60
06/04	06/22/2004	30127	130104	MIDAMERICA BOOKS	002-20200	34.85
06/04	06/22/2004	30128	130040	MIDWEST SPORTSWEAR	002-20200	4,760.95
06/04	06/22/2004	30129	646	MIKE & NICOLE ERICKSON	002-20200	30.00
06/04	06/22/2004	30130	130117	MINNESOTA TRUCKING ASSOCIATION	002-20200	16.77
06/04	06/22/2004	30131	130024	MN POLLUTION CONTROL AGENCY	002-20200	270.00
06/04	06/22/2004	30132	130031	MT IRON HOUSING & REDEVELOPMEN	002-20200	8,098.75
06/04	06/22/2004	30133		Information Only Check	002-20200	.00 V
06/04	06/22/2004	30134	130015	MT IRON WATER AND LIGHT DEPT	002-20200	12,399.18
06/04	06/22/2004	30135	140013	NATIONAL WATERWORKS	002-20200	920.25
06/04	06/22/2004	30136	140020	NEW LONDON WAREHOUSE	002-20200	40.42
06/04	06/22/2004	30137	140007	NICKLASSON ATHLETIC COMPANY	002-20200	553.75
06/04	06/22/2004	30138	140004	NORTHERN ENGINE & SUPPLY INC	002-20200	46.58
06/04	06/22/2004	30139	671	O.K. AUTO PARTS	002-20200	5.00
06/04	06/22/2004	30140	150014	ONE CALL CONCEPTS INC	002-20200	55.20
06/04	06/22/2004	30141	180006	P & H MINEPRO SERVICES	002-20200	581.36
06/04	06/22/2004	30142	160034	PARADE FLOAT	002-20200	50.00
06/04	06/22/2004	30143	160035	PARADE FLOAT	002-20200	25.00
06/04	06/22/2004	30144	160033	PARADE FLOATS	002-20200	75.00
06/04	06/22/2004	30145	160031	PEPSI COLA COMPANY	002-20200	34.93
06/04	06/22/2004	30146	160003	PERPICH TV & MUSIC INC	002-20200	124.45
06/04	06/22/2004	30147	160038	PITNEY BOWES	002-20200	291.47
06/04	06/22/2004	30148	160023	POHAKI LUMBER	002-20200	328.35
06/04	06/22/2004	30149	160042	POLK CITY DIRECTORIES	002-20200	292.82
06/04	06/22/2004	30150	170001	QWEST	002-20200	369.45
06/04	06/22/2004	30151	180001	RANGE PAPER	002-20200	391.42
06/04	06/22/2004	30152	180012	RESCO	002-20200	3,542.19
06/04	06/22/2004	30153	634	VOID - RICHARD MOORE	002-20200	.00 M
06/04	06/22/2004	30154	649	ROBERT PUGLEASA	002-20200	140.81
06/04	06/22/2004	30155	190014	SHERWIN WILLIAMS	002-20200	170.97
06/04	06/22/2004	30156	190018	SPRAY MART PRESSURE SUPPLY	002-20200	292.07
06/04	06/22/2004	30157	190024	ST LOUIS CO SHERIFF LITMAN	002-20200	33,334.00
06/04	06/22/2004	30158	190002	ST LOUIS COUNTY AUDITOR	002-20200	5,002.56
06/04	06/22/2004	30159	190039	ST LOUIS COUNTY RECORDERS OFFC	002-20200	70.00
06/04	06/22/2004	30160	190030	STRATEGIC INSIGHTS INC	002-20200	399.38
06/04	06/22/2004	30161	190061	SULLIVAN CANDY & SUPPLY	002-20200	672.87
06/04	06/22/2004	30162	667	SUSAN ANDERSON	002-20200	50.00
06/04	06/22/2004	30163	660	TARA MAKI	002-20200	50.00
06/04	06/22/2004	30164	210001	UNITED ELECTRIC COMPANY	002-20200	745.99
06/04	06/22/2004	30165	230010	WILBUR & VIOLET BALL	002-20200	1,000.00
06/04	06/22/2004	30166	230028	WISCONSIN ENERGY CONSERVATION	002-20200	213.84
06/04	06/22/2004	30167	250001	YOUNG ADULT RESOURCES	002-20200	87.31
06/04	06/22/2004	30168		Void Check	002-20200	.00 V
06/04	06/22/2004	30169	672	GRAND RAPIDS BASEBALL	002-20200	60.00

100,134.70

Totals:

Payroll-PP Ending 6/18/04	81,089.90
Electronic Transfer-Sales Tax 6/18	8,877.17
TOTAL EXPENDITURES	<u>\$190,101.77</u>

M = Manual Check, V = Void Check



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

REFUSE CANISTER POLICY

Policy Number 2004-

Adopted: 6/21/04

All refuse must be properly bagged and contained within a City supplied canister with the lid or cover closed. Refuse may not be piled on the top or around the canister.

Any residential or commercial customer that violates this policy will be cited and sent a written letter outlining the violation(s) and required corrective action. After two written notices in one calendar year, January 1 to December 31, the customer will be given the next largest canister available and will be billed at the scheduled amount for the larger canister. In addition the customer will be assessed a \$15.00 exchange fee.

Residents who wish to change the size of their refuse canister shall make this request to the City of Mountain Iron. Customers will be allowed one exchange without any additional charge. Customers requesting exchanges, in excess of one time, will be charge an exchange fee of \$15.00 per exchange.



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 24-04

AUTHORIZING THE SALE OF CERTAIN PROPERTY

WHEREAS, the City Council has heretofore determined that it is beneficial to the City of Mountain Iron to convey certain property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA that the Mayor and City Administrator, upon receipt of payment, execute the deed to convey real property in St. Louis County, Minnesota, described as follows:

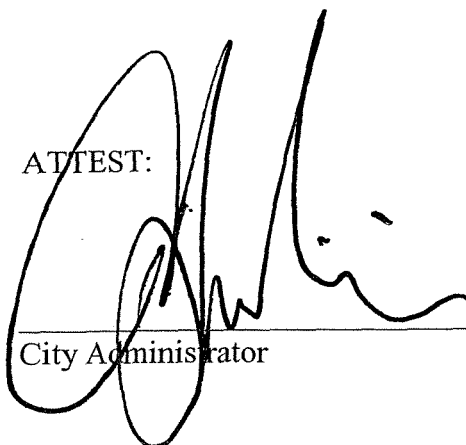
That portion of the former Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100 foot wide Virginia to Wacootah, Minnesota Branch Line right-of-way, now discontinued, being 50 feet wide on each side of said Railway Company's Main Track centerline as originally located and constructed upon, over and across the Northwest Quarter and the South Half of the Northeast Quarter of Section 12, all in Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota.

Subject to the City of Mountain Iron retaining ownership of 25 feet on each side of said Railway Company's Main Track centerline as originally located and constructed upon.

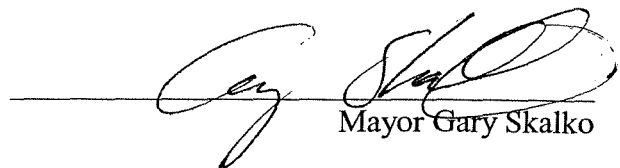
Subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF JUNE, 2004.

ATTEST:



City Administrator



Mayor Gary Skalko

RESOLUTION NUMBER 25-04

JOBZ BUSINESS SUBSIDY POLICY AND CRITERIA

Policy Number 2004-

Adopted:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that it shall adopt the following Business Subsidy Policy and Criteria:

Preamble. Whenever the City of Mountain Iron invests public funds or agrees to voluntarily forfeit tax or other revenue that benefit private development projects, those projects should create the greatest number of FTE jobs that pay a living wage possible for the residents of the City of Mountain Iron and the surrounding region. Mountain Iron policy makers and economic development agents must keep the critical need for living wage FTE jobs the priority whenever public dollars are invested in a private business or development project.

Business Subsidy Public Purpose. The public purposes of this policy shall be to accomplish the following on behalf of the City of Mountain Iron:

1. Enhance economic growth in this area
2. Create high quality job growth in this area
3. Retain high quality jobs in this area
4. Stabilize the community

This policy is adopted in compliance with M.S. § 116J.994 Subd. 2. A copy of the policy shall be submitted to the Department of Employment and Economic Development along with the first annual Business Subsidy report.

Principles of Business Subsidy Implementation. The City of Mountain Iron shall target its business subsidy assistance to businesses that demonstrate a clear and ongoing commitment to the community by providing living wage jobs to their employees and to Mountain Iron residents, where applicable, by giving priority to those businesses over businesses that have not traditionally paid living wages.

The City of Mountain Iron shall focus its business subsidy assistance only to businesses which agree to comply with annual business subsidy reporting requirements as required by Job Opportunity Building Zone (JOBZ) statute M.S. §§ 469.310 - 469.320; and/or as required by the Business Subsidy statute M.S. §§ 116J.993 - 116J.995.

All other things being equal and to the extent legally possible, the City of Mountain Iron shall give preferential treatment for business subsidies to business that engage in responsible labor relations defined as neutrality on union organizing.

Although the primary purpose of this policy is the creation of living wage jobs, we cannot achieve our economic development goals without a trained and ready workforce and adequate childcare. The city shall commit to assist businesses to obtain trained and work-ready employees through the DEED Workforce Development Centers; MNSCU and other services; and to facilitate access to childcare.

The City of Mountain Iron agrees to require that a qualified business shall not to compete with or displace local businesses currently operating within the subzone community.

I. DEFINITIONS

“Authorized Business Subsidy Signatory” means the City Council who is authorized by this Policy to execute business subsidy agreements on behalf of the City of Mountain Iron.

“JOBZ Business Subsidy” means tax exemptions or tax credits available to a qualified business located in a job zone under the Job Opportunity Building Zone (JOBZ) statute M.S. §§ 469.310 - 469.320. JOBZ Business Subsidies shall include:

1. Exemption from individual income taxes as provided under M.S. § 469.316; and
2. Exemption from corporate franchise taxes as provided under M.S. § 469.317; and
3. Exemption from the state sales and use tax and any local sales and use taxes on qualifying purchases as provided in M.S. § 297A.68, subdivision 37; and
4. Exemption from the state sales tax on motor vehicles and any local sales tax on motor vehicles as provided under M.S. § 297B.03; and
5. Exemption from the property tax as provided in M.S. § 272.02, subdivision 64; and
6. Exemption from the wind energy production tax under M.S. § 272.029, subdivision 7; and
7. The jobs credit allowed under M.S. § 469.318.

“Business Subsidy” means a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business, and as defined by the Business Subsidy statute M.S. §§ 116J.993 - 116J.995. Business subsidies shall include, but not be limited to:

1. Loan
2. Grant
3. Tax abatement
4. TIF or other tax reduction or deferral
5. Guarantee of payment

6. Contribution of property or infrastructure
7. Preferential use of governmental facilities
8. Land contribution
9. Other specified subsidy.

Business subsidies do not include the following:

1. Assistance of less than \$25,000.
2. assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of businesses, size, location or similar general criteria;
3. public improvements to buildings or lands owned by the City of Mountain Iron that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Property polluted by contaminants being redeveloped as defined in M.S. § 116J.552, subd. 3.
5. assistance provided for the sole purpose of renovating old or decaying building stock or brining it up to code and assistance to designated historic preservation sites or districts, provided that the assistance is equal to or less than 50% of the total cost of the development;
6. assistance to provide job readiness and training services;
7. assistance for housing;
8. assistance for pollution control or abatement, including assistance from a TIF hazardous substances subdistrict;
9. assistance for energy conservation;
10. tax reductions resulting from conformity with federal tax law;
11. workers compensation and unemployment compensation;
12. benefits derived from regulation;
13. indirect benefits derived from assistance to educational institutions;
14. funds from bonds allocated under M.S., Chapter 47A refunding bonds and 501(c)(3) bonds;
15. assistance for collaboration between a Minnesota higher education institution and a business;
16. assistance fro a tax increment financing soils condition district as defined under M.S.469.174, subd.19;
17. redevelopment when the Recipients or Qualified Business' investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current years estimated market value;
18. general changes in tax increment financing law and other general tax law changes of a principally technical nature;
19. federal assistance until the assistance has been repaid to and reinvested by the local governmental unit;
20. funds from dock or wharf bonds issued by a seaway port authority;
21. business loans or loan guarantees of \$75,000 or less; and
22. Federal loan funds provided through the U.S. Economic Development Administration.

“Business Subsidy Report” means the annual reports submitted each year for each business receiving a business subsidy in the community. The report is submitted by the LGU in order to comply with M.S. § 116J.994 Subd. 7. (b).

“Criteria” means the equitably applied, uniform standards by which the Economic Development Agency and /or the City bases its decision to award any business subsidy to a private business or development project establishing a business and creating jobs in the City of Mountain Iron.

“DEED” means Minnesota Department of Employment and Economic Development.

“Economic Development Agent” means the city department, local or regional economic development agency or other authorized entity that is empowered to solicit, negotiate and form business subsidy agreements on behalf of the City of Mountain Iron. The Economic Development Agent for the City of Mountain Iron shall be the City Council, hereinafter “Agent”.

“Health Insurance” means basic health insurance which shall include: employer 100% premium payment for individual coverage or 80% premium payment for family coverage; employer minimum payment for 80% of office visits, emergency care, surgery and prescriptions; a maximum yearly deduction of \$1,000, and maternity coverage.

“Living Wage Job” shall mean a job which pays wages and health benefits that total at least the rate of 110% of the current poverty level for a family of four.

“Local Governmental Unit” hereinafter LGU, means the statutory or home rule charter city, county, town, iron range resources and rehabilitation agency, regional development commission.

“Operation Start Date” shall mean the date by which the business begins its operations in the zone as evidenced by constructing a facility or relocating to an existing building in a facility and beginning revenue generating operations and/or hiring employees.

“Qualified Business” means a person that carries on a trade or business at a place of business located within a Job Opportunity Building Zone as referenced in M.S. § 469.310 Subd. 11; and complies with the reporting requirements specified by M.S. § 469.313 Subd. 2. (5); and shall comply with the criteria in Section II.C. of this agreement; and shall also mean “Recipient” as defined by Business Subsidy law. A qualified business shall not include a retail business, a low-wage service business, an agricultural production business, or a business that pays less than the living wage defined in this agreement.

“Recipient” means any business entity that receives a business subsidy as defined by M.S. § 116J.993 and that has signed a Business Subsidy Agreement with a city.

“Relocating Business” A business relocating from another Minnesota non-JOB Zone location.

“Relocation Agreement” means a binding written agreement between a relocating qualified business and the commissioner of DEED pledging that the qualified business shall either: (a)

increase full-time for full-time equivalent employment in the first full year of operation within the job opportunity building zone by at least 20 percent, or (b) make a capital investment on the property equivalent to 10% of the gross revenues of operation that was relocated in the immediately preceding taxable year; and provides for repayment of all tax benefits if the requirements of (a) or (b) are not met.

“Subzone” means the parcel or parcel of land designated by the Commissioner of Employment and Economic Development within a Job Opportunity Building Zone within the boundaries of Mountain Iron to receive certain tax credits and exemptions specified under M.S. § 469.310-469.320.

“Zone” means a Job Opportunity Building Zone or an Agricultural Processing Facility Zone designated by the commissioner of Employment and Economic Development under M.S. § 469.314.

II. BUSINESS SUBSIDY REQUIREMENTS

A. Business Subsidy Policies. The City of Mountain Iron adopts the following:

1. Any time the City of Mountain Iron provides a business subsidy to a Qualified Business or Recipient that business is subject to the wage levels, job creation and other criteria set forth in this policy and specified in the Business Subsidy Agreement made with the LGU. In the event of a conflict between the requirements of the Business Subsidy statute M.S. §§ 116J.993 - 116J.995 and the JOBZ statute M.S. §§ 469.310 - 469.320, the JOBZ statute shall supersede.
2. The City of Mountain Iron requires that all FTE within a JOBZ area shall be compensated at not less than 110% of the federal poverty rate for a family of four. Compensation shall include wages and benefits.
3. The City of Mountain Iron requires that businesses meeting and maintaining business subsidy agreement requirements shall do so through December 31, 2015.
4. The qualified business shall be identified in the Business Subsidy Agreement as a:
 - a. Trade or business located in and operating in a JOBZ or APF Zone at the time of Zone designation; OR
 - b. New trade or business start-up located within the subzone; OR
 - c. Business expanding in the subzone which is a business that maintains its current operations in its current location and is expanding its operations and its payroll within the City of Mountain Iron subzone; OR
 - d. A business relocating from another state; OR
 - e. A business relocating from another Minnesota non-Zone location specifying the City.
5. The City of Mountain Iron may deviate from wage and job criteria in Section II, by documenting the reason in writing for the deviation and attaching a copy of this reason to the next annual Business Subsidy Report submitted to DEED.


6. The City of Mountain Iron shall have an overall goal of creating jobs under this policy shall be held by Mountain Iron residents. It is expected that all qualified businesses or recipients shall have a quantified target for the number of residents to be hired.
7. The City of Mountain Iron authorizes the Mayor as representative of the city to act as its Authorized Business Subsidy Signatory to execute business subsidy agreements on behalf of the City of Mountain Iron.
8. The City of Mountain Iron authorizes the Mountain Iron EDA to act as its Economic Development Agent for purposes of marketing and initiating and negotiating Business Subsidy Agreements on its behalf.
9. Requirements of businesses. The City of Mountain Iron shall require all businesses receiving a business subsidy to comply with the following:
 - a. The business shall attend a properly noticed public hearing shall be held by the City of Mountain Iron as provided by M.S. § 116J.994, when the value of the subsidy does or is expected to exceed \$100,000 from local sources. The purpose of the hearing shall be held to identify define the criteria that the qualified business or recipient shall meet in order to be eligible to receive a business subsidy or become a qualified business for purposes of the JOBZ statute. The hearing shall specify the subsidy provided, public purpose(s) that shall be achieved by offering the subsidy, and shall specify the measurable, specific, and tangible goals committed to by the qualified business. As provided by M.S. 116J.994, Subd. 5., a public notice shall be published in print and if possible, on the internet, at least 10 days prior to the hearing, identifying the location, date time and place of the hearing; and providing information about the business subsidy proposed, including a summary of the terms of the subsidy.
 - b. If the business is qualified to receive JOBZ tax benefits, that business shall agree to continue to operations in the jurisdiction where the subsidy is used (the subzone) for the duration of the job zone term.
 - c. If the qualified business or recipient is a relocating business under the definition in this agreement, the business shall be required to enter into a binding written "Relocation Agreement between the qualified business and the commissioner of DEED pledging that the qualified relocating business shall:
 - (1) Commit to signing a Relocation Agreement with DEED; and CHOOSE ONE from 2 or 3:
 - (2) Cease one or more operations or functions at a non-Zone location and begin performing substantially the same functions inside the Mountain Iron Zone; or
 - (3) Reduce employment at the non-Zone location starting one year before and ending one year after beginning operations in the Zone where its employees in the Zone are engaged in the same line of business as the employees at the location where it reduced

employment; and CHOOSE ONE (or BOTH, if applicable) from 4 and 5:


- (4) Increase full time employment by 20% (measured relative to the operations that were relocated) within the first full taxable year of operation within the Zone and maintains the required level of employment during each year of zone designation; or
- (5) Make a capital investment in the Zone equivalent to at least 10% of gross revenues for the taxable year immediately preceding relocation to the Zone.

d. The business shall identify an operation start date when business operations for the proposed qualified business are planned to begin in the zone. The date when business operations begin is called the "operation start date".

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF JUNE, 2004.

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 27-04

AUTHORIZING GRANT APPLICATION

WHEREAS, the Mountain Iron Public Library building and public library services should be accessible to all residents; and,

WHEREAS, the City of Mountain Iron has title to the site and building where the Mountain Iron Public Library is located; and,

WHEREAS, the City of Mountain Iron has determined that various modifications are necessary within the Mountain Iron Public Library building to meet current Americans with Disabilities Act and Minnesota State Building Code Accessibility Standards; and,

WHEREAS, the City of Mountain Iron has determined that such modifications will cost approximately \$233,000; and,

WHEREAS, the City of Mountain Iron has determined that it will need a matching grant from the Department of Education to pay for such modifications; and,

WHEREAS, the City of Mountain Iron shall provide matching funds for expenditures relating to the public library accessibility project in an amount equal to the amount of the grant from non-state sources and that such match shall be dollar-for-dollar and not matched by in-kind contributions; and,

WHEREAS, the source of the matching funds will be Capital Improvement Funds; and,

WHEREAS, the City of Mountain Iron understands and agrees to adhere to the list of assurances as stated in the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it authorizes the Mayor and City Administrator to submit a grant application totaling \$113,500 to make accessibility related modifications at the Mountain Iron Public Library building.

BE IT FURTHER RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL, that the Mayor and City Administrator are authorized independently to sign and submit all applicable contracts, documents and agreements associated with the application or grant agreement on behalf of the City of Mountain Iron.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF JUNE, 2004.

ATTEST:

City Administrator

Mayor Gary Skalko

COUNCIL LETTER 070704-IVA1
MAYOR SKALKO
ANIMAL CONTROL ORDINANCE

DATE: July 1, 2004
FROM: Larry Nanti
Director of Parks and Recreation

Craig J. Wainio
City Administrator

Attached is the Animal Control Ordinance in regards to the Leash Law.

No further background is available.



Mountain Iron, Minnesota

Taconite Capital of the World

Chapter Number 56

Animal Control

Section 56.01 Definitions. For the purpose of this Section:

Subd. 1 "Owner" means a person who owns an animal hereby regulated.

Subd. 2 "Own" means to have a property interest in, or to harbor, feed, board, keep, or possess.

Subd. 3 "Dangerous Animal" means an animal which has caused damage to property or injury to a person or other animals, or which animal, by its actions, exhibits a propensity for imminent danger to persons or other animals.

Subd. 4 "Dog" means both male and female and includes any animal of the dog kind.

Subd. 5 "Animal" means a domestic dog or cat or dog kind.

Subd. 6 "Cat" means both male and female and includes any animal of the domestic feline kind.

Subd. 7 "ACO" means Animal Control Officer.

Section 56.02 Running At Large. No dog or cat kept as a pet shall be permitted to run at large within the limits of said city. An animal shall be deemed to be running "at large" if the animal is off the premises of the person who owns, harbors, or keeps the animal and not under control of such person, or some other person designated by him, either by leash, cord, or chain.

Section 56.03 Leashes. The restriction imposed by Section 2, shall not prohibit the appearance of any dog or cat upon streets or public property when such dog or cat is on a leash which is not longer than 6 feet and is kept under control of the accompanying person nor shall it restrict any dog or cat to the premises of its owner, but no dog or cat shall be permitted to enter upon any public park, playground, or bathing beach area at anytime, or upon the school yard or premises of any public or private school during school days, even when on a leash.

Section 56.04 Clean Up. It is required that an owner who walks his animal within city limits, on property other than his own, will be responsible for all feces pick-up.

Section 56.05 Inoculations. No license or tag shall be issued by the City Clerk for a dog or cat which has reached the age of six months unless the applicant shall present a current certificate from a veterinarian certifying that the dog or cat to be licensed has been inoculated with a permanent type chick embryo rabies vaccine.

Section 56.06 Number of Animals. No person shall exceed the number of three (3) animals per dwelling unit. This Subdivision shall not apply to a licensed kennel.

Section 56.07 Barnyard Animals. It shall be unlawful for any person, persons, firm, or corporation to keep, maintain, stable, yard or fence any cow, bull, steer, calf, ox, goat, sheep, horse, stallion, mare, mule, swine, chicken or other non-domestic or barnyard animal within the platted area of the City of Mountain Iron.

Section 56.08 License Fee. The annual license fee shall be \$5.00 for each altered (spayed or neutered) animal and \$10.00 for each unaltered animal. All licenses shall expire on December 31st of each year.

Section 56.09 Unlicensed Animals. The ACO or his assistant shall impound any dog or cat found unlicensed, without a metal tag attached to his collar, or running at large, and they are empowered and instructed to enter upon any private premises where they have reasonable cause to believe there is an unlicensed or untagged dog or cat or while in pursuit

of a dog or cat running at large.

Section 56.10 Impounded Animals.

Subd 1. Any animal impounded by the ACO will be taken to the holding facility and shall be housed and fed in a humane manner and the holding facility shall be kept clean. Every animal placed in the holding facility shall be held for redemption by the owner for at least five (5) regular business days. A "regular business day" is one during which the holding facility is open for business to the public for at least eight (8) hours between 8:00 A.M. and 4:00 P.M. Monday through Friday. Impoundment records shall be preserved for at least six months and shall show:

- A. The description of the animal by specie, breed, sex, approximate age, and any other distinguishing detail.
- B. The location at which the animal was seized.
- C. The date of seizure.
- D. The name and address of the owner of said animal.
- E. The name and address of the person the animal is transferred to, if not the owner.

Subd. 2 The releasing fee for impounded animals is \$35.00. If animal is unclaimed, such animal shall be humanely destroyed and the carcass disposed of. After the five (5) day holding period the impounded animal may be released to the Mesabi Humane Society for adoption. Adopting individuals must apply for and obtain a City License.

Section 56.11 Notification. Upon impounding of any animal, the owner shall be notified by the most expedient means, or if the owner is unknown, written notice shall be posted for five days at the City Hall and at the pound describing the animal and the place and time of taking.

Section 56.12 Holding Facility. It shall be unlawful for any unauthorized person to break open the holding facility or attempt to do so, or to take or let out any dogs or cats there from, or to take or attempt to take from any officer any dog or cat taken up by him in compliance with this Section, or in any manner to interfere with or hinder such officer in the discharge of his duties under this Section.

Section 56.13 Intimidating an Animal. It shall be unlawful and a violation of this Section for any person to molest or intimidate a dog or cat.

Section 56.14 Counterfeit Tags. It shall be unlawful to counterfeit or attempt to counterfeit the tags provided for in this Section for licensing or take from any dog or cat a tag legally placed upon it with intent to place it upon another dog or cat. Tags shall not be transferable and no refunds shall be made for any reason.

Section 56.15 Annoying Animals. No person shall keep or harbor a dog which by loud, frequent or habitual barking, yelping or howling, shall cause serious and frequent annoyance to the neighboring residents; and further no owner shall permit his dog or cat to damage or destroy any lawn, garden, shrubbery, foliage, or any other property within the City. Any person found guilty of violating the terms and provisions of this section shall be guilty of a misdemeanor.

Section 56.16 Vicious Dogs. No person shall keep or suffer to be kept on his premises occupied by him within the City of Mountain Iron nor permit to run at large, any dog of a ferocious or vicious disposition or habit. Whenever it shall reasonably appear that any dog has bitten one or more persons or animals, such dog shall be deemed a vicious dog and it shall be lawful for any police officer or ACO to forthwith kill or destroy any such animal.

Section 56.17 Tranquilizer Guns. For the purpose of enforcement of this Section any peace officer, or animal control officer (ACO), may use a so-called tranquilizer gun or other instrument for the purpose of immobilizing and catching an animal. The tranquilizer gun will be used only in extreme circumstances.

Section 56.18 Liability for Damage. If a dog or cat without provocation, attacks or injures the person or property of any person who is peaceably conducting himself in any place where he may lawfully be in any part of the City, the owner of the animal shall be liable for damages to the person so attacked or injured to the full amount of the injury or damage sustained to his person or property.

Section 56.19 Animal Impoundment. Any animal impounded for biting persons shall be impounded for observation for a minimum of ten (10) days. Animals impounded for biting may be quarantined on the premises of the owner for the ten (10) day observation period upon certification by a licensed veterinarian that the dog has been inoculated against rabies

within the past three (3) years and is otherwise healthy. In instances of home quarantine, the owner shall be responsible for keeping the dog contained within the house or, if outside, on a chain at all times. The City and/or the ACO shall have access to the animal at any reasonable time for study and observation of rabies symptoms. In the event that the animal is a stray or when the owner of the animal is not known, such quarantine shall be at the holding facility or a veterinary hospital.

Section 56.20 Quarantine Expenses. All expenses of the quarantine period shall be the responsibility of the animal's owner. The animal may be reclaimed by the owner if free of rabies and upon payment of fees as set forth in this Section and upon compliance with all applicable provisions.

Section 56.21 Pathological Examination. When an animal under quarantine and diagnosed as being rabid or suspected by a licensed veterinarian as being rabid dies or is killed, the ACO shall immediately send the head of such animal and rabies data to the State Health Department for pathological examination and shall notify all persons concerned of the results of such an examination.

Section 56.22 Report of Bites. It is the duty of every physician and medical practitioner to report to the Chief Law Enforcement Official the names and addresses of persons treated for bites inflicted by animals, together with such other information as will be helpful in rabies control.

Section 56.23 Report of Veterinarian. It is the duty of every licensed veterinarian to report to the Chief Law Enforcement Official his diagnosis of an animal observed by him as a rabies suspect.

Section 56.24 Female Animals. Except for controlled breeding purposes, every female animal in heat shall be kept confined in a house or secure enclosure, provided by owner, or in a veterinary hospital or boarding kennel, in such manner that such female animal cannot come in contact with other animals.

Section 56.25 Penalties. Any person, firm or corporation violating any provision of this Section shall be guilty of a misdemeanor and shall be punished by a fine of not less than \$35.00 or more than \$100.00 or imprisonment for not more than 90 days.

Section 56.26 Animal Units. The City determines impact by using Animal Units and the following table shows the animal unit for each species.

Animal Unit
One dairy cow 1.4 animal unit
One slaughter steer or heifer 1.0 animal unit
One horse 1.0 animal unit
One swine .4 animal unit
One sheep, goat, dog .2 animal unit
One duck, turkey, cat .02 animal unit
One chicken .01 animal unit

Section 56.27 Maximum Animal Units Allowed.

Subd. 1 Dogs and cats may be kept as pets as long as they do not equal or exceed the threshold of one animal unit on parcels of under two acres.

Subd. 2 On parcels of 2 to 4.5 acres one animal unit is allowed.

Subd. 3 On parcels of 4.51 to 9 acres five animal units are allowed.

Subd. 4 For parcels larger than 9 acres, 9 animal units plus one unit per acre beyond 9 acres, to a maximum of 30 per quarter/quarter section or government lot. If an individual owns more than one quarter/quarter or government lot that may be considered in the general area, that property may be used in calculating the total animal units allowed at the rate of 20 animal units per quarter/quarter section or government lot, even if all the animals are kept on a single parcel.

Section 56.28 Restrictions.

Subd. 1 If the landowner is operating any type of business involving animals, a conditional use permit is required.

Subd. 2 No animals may be penned within 200 feet of a neighboring dwelling unit or 150 feet from any well, except up to five domesticated dogs or cats shall be permitted. Penned is defined as the confined feeding, breeding, raising or holding of animals. This provision does not apply if the animals are pastured in an area of ten acres or more.

Subd. 3 The keeping of amounts greater than 1,000 poultry or small animals or more than 250 swine shall require a conditional use permit.

Subd. 4 Where any parcel contains five or more units of swine or poultry, enclosed quarters or fencing shall be provided at no less than twice the required setback for the zone district unless the provision in 2 above results in a greater setback.

Subd. 5 All required state and federal permits shall be obtained for the keeping of animals.

Subd. 6 Animal waste must be disposed of in an environmentally sound manner, and in no case shall runoff from waste discharge directly into a lake, river, unsealed well, or wetland. The construction of animal waste system is encouraged and may be required by the Planning Commission or the Planning Director.

[Local Courses](#)
[Golfing Maps](#)
[Sporting Events](#)

Mountain Iron, MN
[Get the 10 day forecast](#)

 **81°F**
Partly Cloudy

Feels Like: 80°F
Humidity: 37%
Wind: W at 14 mph

Enter city/zip



[Download Desktop Weather](#)

The City of Mountain Iron has made every effort to ensure the accuracy of the information provided on this web site. However, due to the possibility of inadvertent errors that may have occurred when inputting information, unauthorized modification of information, and transmission errors the City does not guarantee the accuracy of the information provided on this web site. Changes may have been made to information since the last modification of this web site. Please contact the [City of Mountain Iron](#) to verify the accuracy of the information on this web site

The City of Mountain Iron does not endorse or have a relationship with the organizations that are linked to this Web site unless specifically stated otherwise.

20,912 Visitors

Since April 10, 2001

COUNCIL LETTER 070704-IVB1

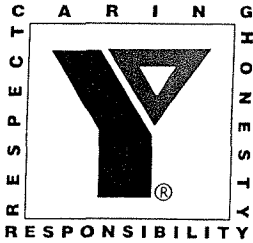
ELECTIONS

ELECTIONS JUDGES

DATE: July 1, 2004

FROM: Craig J. Wainio
City Administrator

Staff is seeking authorization to begin the search for election judges for the upcoming election. Once a list of potential judges has been developed, they list will be brought back to the City Council for final approval.



Mesabi Family YMCA

"We build strong kids, strong families, strong communities"

June 15, 2004

Craig Wainio, City Administrator
City of Mt. Iron
8586 Enterprise Dr.
Mt. Iron, MN 55768

Dear Craig,

The YMCA is planning to hold its 6th annual Black Cat Run on Sat., Oct. 9, 2004. Attached is the permit and fee application for your city's approval. Proof of our insurance will be sent you from the office of our carrier, Wells Fargo.

The course will start and finish at the YMCA. The event will cross Hwy 7/Unity Drive out and back. The 10K run will go past Mud Lake to Southern Drive and return while the 5K run and a 2-mile walk will follow the same route with a turn-around at the designated halfway spots. The kids' biathlon will utilize Carnation Ave.

We will have volunteers race marshals along the course to ensure safety for the participants and traffic. I am sending a letter to Joe Stewart of the Sheriff's Department. It is my hope he can provide a squad car and officer(s) to patrol the Hwy 7 and Unity Drive intersection during the event.

Please contact me at the YMCA if you have any questions, concerns, or would like to meet on the matter, 749-8020.

Thank you,

Nancy H-Korpi
Program Director



\$25



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

SPECIAL EVENTS PERMIT REQUIREMENTS

TYPE OF EVENT: Road Race (YMCA Black Cat Run)

NAME OF PERSON/BUSINESS: Mesabi Family YMCA

NAME OF PERSON RESPONSIBLE FOR EVENT: Nancy Korpi

PHONE NUMBER: 218-749-8020

LOCATION OF EVENT: YMCA, 8367 Unity Drive & surrounding area.

DATE & TIME OF EVENT: Sat., Oct. 9, 2004 9:00am-noon

IS SANITATION FACILITIES AND POTABLE WATER AVAILABLE?: Yes

IS SECURITY/CROWD MANAGEMENT PROVIDED FOR?: Yes

WHAT TYPE OF PARKING AND/OR TRAFFIC ISSUES ARE PRESENT?: Signage & volunteer course marshalls on course, sag vehicles, parking at YMCA lot.

WILL EMERGENCY & MEDICAL SERVICES BE NEEDED?: No

WILL FIRE/SAFETY SERVICES BE NEEDED?: No

INSURANCE AFFIDAVIT: Proof of insurance being sent by our carrier - Wells Fargo

PROVISIONS FOR CLEAN-UP OF PREMISES & SURROUNDING AREA/TRASH DISPOSAL: YMCA will take care of.

ARE TEMPORARY CONSTRUCTION BARRICADES/FENCING NEEDED?: No

PROVISIONS FOR REMOVAL OF ADVERTISING/PROMOTIONAL MATERIALS: Yes

WILL THERE BE ALCOHOL CONSUMPTION?: No

IF SO, INSURANCE AFFIDAVIT: _____

FEE: \$15⁰⁰ entry fee goes toward event expenses

APPROVED BY: _____

City Administrator

DATE APPROVED: _____

COUNCIL LETTER 070704-IVC1

BLIGHT OFFENSE

GRASS CUTTING

DATE: July 1, 2004

FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

Staff is seeking permission to cut grass at two locations: the old Parkville School and at 8863 Quartz Street.

Administrative tickets have been issued but the Parkville School owner (Mr. James Daniels Jr.) does not have a current address. Owner of the property at 8863 is Darrel Turner and he states that he does not own the property; it was foreclosed so the bank owns it and he is not responsible for it. St. Louis County records show that this property is still in Turner's name.



To the City Council
City of Mountain Iron, Minnesota

In planning and performing our audit of the financial statements of the City of Mountain Iron, Minnesota, for the year ended December 31, 2003, we considered the City's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control.

However, during our audit we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. A separate report dated May 5, 2004, contains our report on reportable conditions in the City's internal control. This letter does not affect our report dated May 5, 2004, on the financial statements of the City of Mountain Iron, Minnesota.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various City personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments and suggestions are summarized as follows:

Internal Control and Operating Efficiency

1. We recommend that the Mountain Iron Housing and Redevelopment Authority (Economic Development Authority) and the Mountain Iron Housing for the Elderly develop a plan for implementing GASB 34. The GASB 34 indicates that all component units should implement the statement at the same time as their primary government, regardless of their total revenues.
2. The Water Treatment, Wastewater Treatment and Refuse Removal and Recycling Enterprise Funds reported a net operating loss for the year ended December 31, 2003. The City should review these funds and implement a plan to make them profitable and self-sufficient.
3. While testing the disbursement sample, it was noted that several times during the year the check numbers on the check register did not agree with the check numbers printed on the checks. City personnel have contacted software support and were told that there is a "glitch" in the system. We recommend that check batches be reviewed throughout the year to ensure that the check numbers printed on the checks agree to the check register.

4. We recommend that the capital projects fund 301 be used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds). The Governmental Accounting Standards Board does not recommend that routine purchases of equipment be accounted for in a capital projects fund unless the government is legally required to do so.
5. Currently the general fund expenditures include a department/program entitled "Other – unallocated". The City should allocate these expenditures to the various departments/programs to provide more accurate costs.

This report is intended solely for the information and use of management and the City Council and is not intended to be and should not be used by anyone other than these specified parties.

Walker, Strong & Helms, P.C.

May 5, 2004

RECOMMENDATION OF PAYMENT

No. 1

Engineer's Project No. MI03-25

Project: 2004 Street Overlay Project

CONTRACTOR: Hardrives Inc., 2372 N. Yoki Road, Zim, MN 55738

For Period Ending June 29, 2004

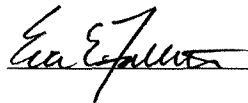
To City of Mountain Iron
Owner

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 30, 2004

By 

STATEMENT OF WORK

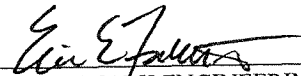
Original Contract Price	\$ <u>192,556.72</u>	Work & Materials to Date	\$ <u>156,842.69</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (5%)	\$ <u>7,842.13</u>
Current Contract Price	\$ <u>192,556.72</u>	Subtotal	\$ <u>149,000.56</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>149,000.56</u>



PAY REQUEST NO. 1
2004 STREET OVERLAY PROJECT
CITY OF MOUNTAIN IRON, MINNESOTA
PROJECT NO: MI03-25

SPEC. NO.	ITEM	UNITS	PROJECT QUANTITY	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2104.501	REMOVE PIPE CULVERT	LIN. FT.	27.0	\$20.00	60.0	\$1,200.00
2104.501	REMOVE CURB & GUTTER	LIN. FT.	154.0	\$4.00	163.0	\$652.00
2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	105.0	\$10.00	82.1	\$821.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	33.0	\$4.00	45.3	\$181.20
2104.513	SAWING BITUMINOUS PAVEMENT	LIN. FT.	148.0	\$3.50	187.0	\$654.50
2105.501	COMMON EXCAVATION	CU. YD.	25.0	\$10.00	29.7	\$297.00
2105.525	TOPSOIL BORROW (CV)	CU. YD.	31.0	\$27.00		\$0.00
2105.604	GEOTEXTILE FABRIC SPECIAL (PAVING)	SQ. YD.	10677.0	\$1.44	10,677.0	\$15,374.88
2211.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	93.0	\$15.40	35.0	\$539.00
2221.503	AGGREGATE SHOULDERING (CV), CLASS 1	CU. YD.	253.0	\$15.40		\$0.00
2331.604	BITUMINOUS PAVEMENT RECLAMATION (6")	SQ. YD.	2150.0	\$1.65	2,150.0	\$3,547.50
2350.501	TYPE LV 4 WEARING COURSE MIXTURE (B)	TON	4183.0	\$30.00	3,948.2	\$118,446.00
2350.502	TYPE LV 3 NON WEAR COURSE MIXTURE (B)	TON	364.0	\$32.00		\$0.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	2002.0	\$1.17	2,333.0	\$2,729.61
2501.511	8" CMP PIPE CULVERT	LIN. FT.	55.0	\$55.00	60.0	\$3,300.00
2503.541	8" CMP PIPE APRON	EACH	2.0	\$190.00	2.0	\$380.00
2504.602	ADJUST VALVE BOX - WATER	EACH	1.0	\$125.00		\$0.00
2506.522	ADJUST FRAME AND RING CASTING	EACH	25.0	\$190.00	24.0	\$4,560.00
2531.501	CONCRETE CURB & GUTTER - DES. B618	LIN. FT.	154.0	\$20.00	163.0	\$3,260.00
2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	112.0	\$43.00		\$0.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$1,500.00	0.60	\$900.00
2564.603	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN. FT.	4268.0	\$0.95		\$0.00
2564.603	4" SOLID LINE WHITE - EPOXY	LIN. FT.	3184.0	\$0.50		\$0.00
2575.505	SODDING TYPE LAWN	SQ. YD.	390.0	\$4.00		\$0.00

COMPLETED TO DATE: \$156,842.69


 BENCHMARK ENGINEERING, INC.

COUNCIL LETTER 070704-VA

LIBRARY

TUCK POINTING QUOTES

DATE: July 1, 2004
FROM: Craig J. Wainio
City Administrator

Request for quotes was advertised and no further quotes were received regarding the tuck pointing work at the Library. Staff was contacted by and had discussions with a local building trades union representative who reminded staff that the City requires a Project Labor Agreement for all City projects that are conducted by non-union personnel. A copy of the minutes where this was adopted is provided.

Staff is unaware if the proposed contractor is union or non-union or if they would enter into a Project Labor Agreement. Staff would be remiss if they did not inform the Council of this stipulation and there were future labor problems.

CARNAGIE LIBRARY

PROPOSAL SUMMARY

Maintenance and repair projects, while necessary to protect the city's investment in its buildings, does not directly improve the city's services to its community. Consequently, our shared goal should be to maximize benefits while reducing costs.

The section of our proposal entitled *Inspection Report* provides:

- ✓an overview of your building's current condition
- ✓a list of repairs which should be made

The *Technical Specifications* provides detailed instructions our technicians use to complete repairs. These work methods will:

- ✓reduce future maintenance
- ✓complete the most durable repairs possible
- ✓protect or improve the building
- ✓require the least input of financial resources

Job Site Management gives specific details of our site management processes. These procedures assure:

- ✓the safety and comfort of persons entering or using the building
- ✓honesty and integrity in all communications
- ✓operational reliability
- ✓professional evaluations and recommendations
- ✓competently trained workers who understand the needs of and demonstrate respect for the entire community

Karr Tuckpointing has experience delivering the following advantages.

- ✓build relationships built on performance and mutual benefit
- ✓successfully adapt to the most demanding environments

The testimonials and contacts listed in *Past Projects* will show our experience fulfilling commitments to several thousand clients over the past 37 years.

Our project pricing required to meet these objectives for your building(s) is:

BUILDING	COST AS PROPOSED
1950 – Carnegie Library	\$36,835.00

Payment

No down payment or payments during the course of the project are required. After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date unless other arrangements have been made.

Guarantee

Upon substantial completion of the work, the Contractor's project supervisor will conduct a thorough inspection with the Owner's representative for acceptance of the work. Karr Tuckpointing Co., Inc., guarantees all materials and workmanship for a period of two years from date of final acceptance.

MINUTES
MOUNTAIN IRON CITY COUNCIL
MARCH 18, 2002

Mayor Brunfelt called the meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Stephen Skogman, Joe Matanich, Ed Roskoski, and Mayor Mitchell Brunfelt. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Larry Nanti, Recreation Director; Sam Aluni, City Attorney; Joe Stewart, Sergeant; Greg French, City Engineer; Karen Luoma, Librarian; and Steve Giorgi, Planning and Zoning Chairman.

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

1. Approve the minutes of the March 4, 2002, regular meeting as submitted.
2. That the communications be accepted, placed on file, and those requiring further action by the Council be acted upon during their proper sequence on the agenda.
3. Authorize the payment of the bills and payroll for the period March 1-15, 2002, totaling \$188,907.72, (a list is attached and made a part of these minutes).
4. Acknowledge the receipts for the period March 1-15, 2002, totaling \$734,051.89, (a list is attached and made a part of these minutes).

The motion to adopt the consent agenda carried unanimously on a roll call vote.

During the public forum, Dennis Setter, International Union of Painters and Allied Trades, and Butch Pariseau, Representing the International Union of Operating Engineers, but was here on behalf of the Iron Range Building Trades. Mr. Pariseau said that he was going throughout the area promoting the union labor project agreements. Mr. Pariseau said that he is looking for support of the agreement from the City Council to use for major construction projects.

It was moved by Matanich and supported by Skogman to direct that all future bids, quotes, or agreements that require the use of a contractor include a Project Labor Agreement. The motion carried.

The Council discussed the status of John Rioux on the Planning and Zoning Commission. Mr Rioux had advised City Staff that he would like to remain on the Planning and Zoning Commission.

Mayor advised the Council that he has not had a chance to meet with Ms. Ozzie Rudlong regarding her status on the Planning and Zoning Commission. Steve Giorgi, Chairman of the Planning and Zoning Commission, said that he would like to get the issue resolved because they are having trouble getting a quorum.

COUNCIL LETTER 070704-VB
COUNCILOR ROSKOSKI
SCHOOL DISTRICT LAND SWAP

DATE: July 1, 2004

FROM: Ed Roskoski
City Councilor

Craig J. Wainio
City Administrator

Background: Where are we with the school district requests and potential associated costs?

AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2004, by and between the CITY OF MOUNTAIN IRON, a municipal corporation and political subdivision of the state of Minnesota (“the City”), and INDEPENDENT SCHOOL DISTRICT 712 (“the School”).

RECITALS

- A. The City has determined that the best and most cost effective site to extend Unity Addition, a residential housing development, is on land now owned by the School.
- B. The City intends to agree to make certain improvements for the School in exchange for land on which the City will extend unity Addition.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the truth of which is hereby acknowledged by the parties, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Actions by School.

- a. *Unity Addition Extension.* For consideration in the amount of \$75,000 the School agrees to convey to the City a parcel of land legally described in attached Exhibit A, for the extension of Unity Addition, which is incorporated herein and made a part hereof by reference.
- b. *Baseball Field.* The School agrees to convey to the City a parcel of land legally described in attached Exhibit B, for the reconstruction of the ball field, which is incorporated herein and made a part hereof by reference.
- c. *Lease.* The school agrees to lease the field described in Exhibit B from the City of Mountain Iron for \$7,000 per year for as long as School District 712 exists.

2. Actions by City.

- a. *Fencing Removal.* The City agrees to remove all fencing surrounding the old Merritt Ball, move the existing school owned garage to the new practice football field and provide a concrete slab for the relocated garage. All costs associated with this section are to be deducted from the \$75,000 provided as consideration in section 1a.
- b. *Football Practice Field.* The City agrees to construct a football practice field directly west of Merritt Elementary School on school district 712 owned lands all costs associate with the construction of a practice football field will be deducted from the \$75,000 provided as consideration in section 1a.

- c. *Reconstruction of a Baseball Field.* A joint City/School committee shall be established to set priorities for the upgrade of the baseball field on land described in Exhibit B. The City agrees to only upgrade the field up to the funding balance available after the items identified in Sections 2a and 2b are deducted from the \$75,000 as identified in section 1a.
 - d. *Maintenance.* The City agrees to maintain the baseball field year round with the school performing needed maintenance, such as lining and dragging the infield, on school game days.
3. Breach. The parties agree that in the event that either party breaches this Agreement, legal damages would not be adequate to remedy such breach or that the remedy specific to the performance of the Agreement would be necessary and appropriate.
 4. Term. This Agreement is effective as of the date first written above and will terminate upon the occurrence of the events described in Sections 1 and 2 of this Agreement.
 5. Amendments. This Agreement may be amended only by written modification executed by both of the parties hereto.
 6. Assignment. This Agreement cannot be assignable by either party. Upon the dissolution of either party this agreement becomes null and void.
 7. Notices. All notices to be given by either party to the other hereunder must be in writing addressed as follows:
 - To the School: ISD 712
 P.O. Box
 Mountain Iron, Minnesota 55768
 Attention: Superintendent
 - To the City: City of Mountain Iron
 8586 Enterprise Drive South
 Mountain Iron, Minnesota 55768
 Attention: City Administrator
 8. Exhibits. The exhibits to this Agreement are the following:
 - a. Exhibit A – Legal Description, Unity Addition Extension
 - b. Exhibit B – Legal Description, Baseball Field Property

CITY OF MOUNTAIN IRON

By: _____
Its Mayor

By: _____
Its Administrator

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Gary Skalko and Craig J. Wainio, the Mayor and City Administrator, respectively, of the City of Mountain Iron, Minnesota, on behalf of said City.

Notary Public

INDEPENDENT SCHOOL DISTRICT 712

By: _____
Its Board Chairperson

By: _____
Its Superintendent

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____ and James Techar, the Board Chairperson and the Superintendent, respectively, of Independent School District 712, on behalf of said School.

Notary Public

EXHIBIT A

(Unity Addition Extension)

Part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 14, Township 58 North, Range 18 West of the Fourth Principal Meridian, in the City of Mountain Iron, St. Louis County, Minnesota, described as follows:

All of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) except the easterly 300 feet of the northerly 600 feet all in Section 14, Township 58 North, Range 18 West of the Fourth Principal Meridian, in the City of Mountain Iron, St. Louis County, Minnesota

EXHIBIT B

(Baseball Field)

Part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) and part of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) of Section 14, Township 58 North, Range 18 West of the Fourth Principal Meridian, in the City of Mountain Iron, St. Louis County, Minnesota, described as follows:

The easterly 300 feet of the northerly 600 feet of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) and the westerly 270 feet of the northerly 600 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) all in Section 14, Township 58 North, Range 18 West of the Fourth Principal Meridian, in the City of Mountain Iron, St. Louis County, Minnesota.

COUNCIL LETTER 070704-VC

COUNCILOR ROSKOSKI

OLD CITY DUMP STOCKPILE

DATE: July 1, 2004

FROM: Ed Roskoski
Councilor

Craig J. Wainio
City Administrator

Background: Councilor Irish requested information about the MPCA forcing the City to close the old dump for stockpile usage. Where is the information stating the City cannot store various types of soil at the site?

Background: If it turns out to be true that the City needs a new stockpile location, and then various options should be explored before closing the old dump site and starting a new one on USX land by the Wastewater Treatment Plant.

Staff Note: The use of either the stockpile or the waste water treatment plat site has been exactly the same for the last 10 years. There is no record of the MPCA forcing the City to stop stockpiling clean materials at the current location; there is no plan or intention to stop stockpiling clean material at the current "dump" location. For the last ten years the treatment plant site has been used as a location for material removed from water line breaks where the material may contain asphalt and concrete.

**COUNCIL LETTER 070704-VIA
ADMINISTRATION
CLEANUP GRANT/USX LAND**

DATE: July 1, 2004
FROM: Craig J. Wainio
City Administrator

The City has been awarded a grant to conduct a clean-up of the dumpsite located between General Electric and the City Garage. As part of the clean-up procedure, the City needs to accept the property from USX. In response to Council Letter 070704-VID staff has prepared a list of possible businesses that have an interest in this location.

Councilors previously received a copy of the application for the clean-up grant.

RESOLUTION NUMBER _____-04

AUTHORIZING THE ACCEPTANCE OF CERTAIN PROPERTY

WHEREAS, the City Council has heretofore determined that it is beneficial to the City of Mountain Iron to accept certain property from the USX Corporation.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the Mayor and City Administrator execute the acceptance of the deed to the City of Mountain Iron from the USX Corporation for the following described real estate:

Parcel 1- Part of NE ¼-SE ¼, Sec. 9 lying easterly of DM & IR RR ROW; NW ¼-SW ¼, Sec. 10 lying easterly of DM & IR RR ROW; part of NE ¼-SW ¼, Sec. 10 lying westerly of County Road 102 ROW and north of north line of existing RR (Wacootah Spur) ROW; part of SW ¼-SW ¼, Sec. 10 lying easterly of DM & IR RR ROW and northerly of north line of existing RR (Wacootah Spur) ROW. 58.74 acres, EXCEPTING and RESERVING therefrom all of the minerals within and under the SW¼ of SW¼, Sec. 10, Twp. 58N, R18W;

Parcel 2- Part of SW ¼-SW ¼, Sec. 10 lying easterly of DM & IR RR ROW, northerly of Highway 169 ROW and southerly of north line of existing RR (Wacootah Spur) ROW. 13.48 acres, EXCEPTING and RESERVING therefrom all of the minerals within and under the SW¼ of SW¼, Sec. 10, Twp. 58N, R18W;

Parcel 3-All of Seller's undivided ownership in part of SW ¼-NW ¼, Sec. 10. 33.57 acres, EXCEPTING and RESERVING therefrom part of the minerals within and under the SW¼ of NW¼, Sec. 10, Twp. 58N, R18W;

Parcel 5- Part of NW ¼-NW ¼, Sec. 10 except part platted as Merritts First Addition to Mt. Iron and Blocks 21 and 24 Merritts Addition to Grant. 16.85 acres, EXCEPTING and RESERVING therefrom part of the minerals within and under the NW¼ of NW¼, Sec. 10, Twp. 58N, R18W;

All in T. 58N- R. 18W, St. Louis County, Minnesota.(hereinafter "Premises");

TOGETHER with all the appurtenances, easements, hereditaments, and access rights pertaining to the property, and all other rights of Seller in and to the property. The transaction contemplated herein between Seller and Buyer is subject to:

1. License to the City of Mountain Iron, Minnesota dated September 29, 1981 for a well and water line on part of the Premises.

2. Lease to the City of Mountain Iron, Minnesota dated January 1, 1998 for a gravel stockpile site, electrical substation and water pumping and supply station on part of the Premises.
3. Lease to the City of Mountain Iron, Minnesota dated January 1, 1998 for a water line and electric transmission line on part of the Premises.
4. Easement to the City of Mountain Iron, Minnesota dated September 21, 1998 for a water pipe line on part of the Premises.
5. License to the City of Mountain Iron, Minnesota dated August 21, 1964 for an underground sewer line on part of the Premises.
6. Easement to Minnesota Power & Light Company dated November 30, 1983 for an electric transmission line across part of the Premises.
7. Easement to St. Louis County dated April 6, 1987 for a public highway right-of-way for CSAH 102
8. License to Northern Natural Gas Company dated October 6, 1965 for a gas pipeline across part of the Premises.
9. License to St. Louis & Lake County Counties Regional Rail Authority for a multi-purpose recreational trail across part of the Premises.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF JULY, 2004.

Mayor Gary Skalko

ATTEST:

City Administrator



U. S. Steel Corporation
Minnesota Ore Operations
P.O. Box 417
Mt. Iron, MN 55768

James D. McConnell
General Manager

February 18, 2004

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

Dear Mr. Wainio:

United States Steel Corporation (USS) is in receipt of your letter of January 22, 2004, that requested our monetary participation in a Remedial Action Plan (RAP) to be conducted on property owned by USS (located in Section 10, Township 58 North, Range 18 West, between the City's water tower and General Electric) and used by the City of Mountain Iron (City) for an open dump site.

We would be willing to make a contribution of \$6500.00 to the City to conduct the RAP provided the City would first accept conveyance of the property from USS and provide USS with a release and indemnification with regard to the environmental conditions located on the property. The specific release and indemnification language is contained in the attached Deed and it would be executed at the same time as we make the \$6500.00 contribution.

Please consider our proposal and contact me at 749-7592 to discuss further.

Sincerely,

A handwritten signature in cursive script that reads 'James D. McConnell'.

James D. McConnell
General Manager

JDM/jcs

Attachment

cc: Dennis Hendricks
Chrissy Bartovich

June 22, 2004

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

Grant Number: CCGP-04-0013-Z-FY04
Grant Title: City of Mountain Iron

Dear Mr. Wainio:

Enclosed are four copies of the contract between the State of Minnesota Department of Employment and Economic Development (DEED) and the City of Mountain Iron. Please review, have the authorized individual designated in the local government resolution sign, date and return all four copies to me in the enclosed envelope along with the local government resolution if it has not already been sent. Please note, the Department of Employment and Economic Development will not sign off on a contract that is not signed *and* dated. Upon completion of the state signature process, I will return a fully executed copy to you for your files. Our address is:

Minnesota Department of Employment and Economic Development
Business and Community Development Division
Attention Contract Coordinator
500 Metro Square - 121 7th Place East
St. Paul, MN 55101-2146

If you have any questions please feel free to contact Lynn Heglund, your program representative at 651/ 282-6589.

Sincerely,



Tammi Wilhelmy
Contract Coordinator

cc: Lynn Heglund
Enclosures

STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION

Contamination Cleanup Program Grant Agreement
CCGP-04-0013-Z-FY04

This Agreement is made on June 18, 2004 between the State of Minnesota, acting through the Department of Employment and Economic Development (hereinafter the Grantor) and the **City of Mountain Iron** (hereinafter the Grantee).

The Grantor has been allocated funds by the Minnesota Legislature to the contaminated site cleanup and development account in the general fund (M.S. 116J.551) and from the Petrofund account to make grants pursuant to M.S. 116J.554.

The Grantee has made application to the Grantor for a Contamination Cleanup Grant described in Grantee's "APPLICATION" for the USX Site, which is incorporated into this agreement by reference.

In consideration of mutual promises set forth below, the parties agree as follows:

The Grantor shall grant to the Grantee the total sum of **Two hundred thirty-nine thousand and one hundred DOLLARS (\$239,100)**, which are state funds appropriated by the Legislature of the State of Minnesota. The breakdown of the total grant amount is as follows: Amount: **\$239,100**; Funding Source: **Petrofund Fund 150, Org 1404, App 101**

Funds made available pursuant to the Agreement shall be used as "PROJECT COSTS" defined in M.S. 116J.552, subd. 7, for purposes specified therein and incorporated into the Agreement as "PROJECT" and specified under "SPECIAL CONDITIONS".

Grantee agrees to complete the Project in accordance with the approved budget and within the time frames specified in the Application and Agreement. Any material change in the scope of the Project, the Budget or the Completion Date must be approved in writing by the Grantor.

Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this agreement, it is understood that any reduction or termination of state funds provided to the Grantor may result in a like reduction to the Grantee.

Where provisions of the Grantee's application are inconsistent with other provisions of this Agreement, the other provisions of this Agreement shall take precedence over the provisions of the Application.

GENERAL CONDITIONS

Accounting

For all expenditures of funds made pursuant to this Agreement, the Grantee shall keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods shall be in accordance with generally accepted accounting principals.

Payment/Disbursement Schedule

Grantor shall disburse funds to the Grantee pursuant to this Agreement, based upon a payment request provided by the Grantor, submitted by the Grantee and reviewed and approved by the Grantor. Payment requests must be accompanied by supporting invoices that relate to activities in the approved Cleanup Budget. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved cleanup costs incurred by the Grantee as supported by invoices. Payment requests shall be reviewed and processed on a weekly basis.

Term

The Grantee shall perform and accomplish such purposes and activities specified herein during the period of **June 18, 2004 to June 30, 2005**. The Grantor will consider a request for extension of this term if the Project is not complete as of June 30, 2005.

Reporting

Grantee shall submit to the Grantor a report on the distribution of funds and the progress of the Project covered from the date of the grant award through June 30 of each year. The reports must be received by DEED no later than July 25 of each year. The report shall identify specific project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. The report shall include data collected on the Project for use by the Department of Employment and Economic Development. Reporting forms will be provided by the Grantor.

Provisions for Contracts and Subgrants

The Grantee shall include in any contract and subgrant, in addition to provisions that define a sound and complete agreement, such provisions that require contractor and subgrantee compliance with applicable state and federal laws.

Along with such provisions, the Grantee shall require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29CFR 1910.120 and 29CFR 1926.65).

Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless a reuse of the income has been approved by the Grantor.

Termination and Cancellation

Termination by the State. The Grantor or commissioner of Administration may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

If the Grantor finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled, the Grantor may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

Termination for Insufficient Funding. The Grantor may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The Grantor is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Grantor will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Grantor must provide the Grantee notice of the lack of funding within a reasonable time of the Grantor receiving that notice.

Affirmative Action

A Public Entity that receives State money for any reason is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the disabled and submit the plan to the Commissioner of Human Rights.

Audit and Inspection

The Grantee shall furnish the Grantor with an acceptable independent audit covering each grant year in which grant disbursements were made; and prepared in compliance with generally recognized audit standards. The audit shall include a schedule of revenue and expenditures of these grant funds. The audit must be submitted within 30 days after the completion of the audit, but not later than one year after the end of the audit period.

Accounts and records related to the funds provided under this agreement shall be accessible to authorized representatives of the Grantor for purposes of examination and audit. In addition, the Grantee will give the State of Minnesota, Department of Employment and Economic Development, the Legislative Auditor, and State Auditor's Office, through any authorized representatives, access to and the right to examine all records, books, papers, and documents related to the grant, for a minimum of six years from the end of the term of this Grant Contract.

Liability

Grantee agrees to indemnify and save and hold Grantor, its agents and employees harmless from any and all claims or causes of action arising from the performance of the Grant by Grantee or Grantee's agents or employee. This clause shall not be construed to bar any legal remedies Grantee may have for the Grantor's failure to fulfill its obligations pursuant to this Agreement.

Amendments

Any amendments to this agreement shall be in writing, and shall be executed by either the same parties who executed the original agreement, their successors in office, or by those parties authorized by the Grantee through a formal resolution of its governing body.

Antitrust

The Grantee and Subgrantees hereby assign to the State of Minnesota any and all claims for overcharges for goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

Required Resolution and Certification

The Grantee shall attach hereto, prior to submission, a resolution by the appropriate governing body, which legally authorizes the execution of this agreement on behalf of the Grantee.

Successors and Assignees

This agreement shall be binding upon any successors or assignees of the parties.

Other Provisions

The Grantee shall comply with the Minnesota Government Data Practices Act, Chapter 13 and the Conflict of Interest provisions of Minnesota Statutes Sections 471.87-471.88.

The Grantee shall comply with the Minnesota Business Subsidy Law, Minnesota Statutes 116J.993 - 116J.995.

Local Match - TIF Decertification

If the Grantee establishes a tax increment financing district or hazardous substance subdistrict on the project site to pay for the local match requirement pursuant to M.S. 116J.556 (a), the district or subdistrict is not subject to the state aid reductions under M.S. 273.1399. In order to qualify for the exemption from state aid reductions, Grantee must comply with provision of M.S. 116J.556(b).

SPECIAL CONDITIONS

The following activities and costs are based on a budget submitted by the Grantee. Modifications must be approved in writing by the Grantor.

Eligible Activities	DEED	City of Mountain Iron	Total
RAP	6,375.00	2,125.00	\$ 8,500
Excavation	177,750.00	59,250.00	\$ 237,000
Controlled Fill	18,225.00	6,075.00	\$ 24,300
Well Abandonment	3,000.00	1,000.00	\$ 4,000
Engineering Fees & SSH	24,000.00	8,000.00	\$ 32,000
Corrective Action Report	3,750.00	1,250.00	\$ 5,000
MPCA VIC Staff Report	<u>6,000.00</u>	<u>2,000.00</u>	<u>\$ 8,000</u>
	\$ 239,100	\$ 79,700	\$ 318,800

Deed Share \$ 239,100
Local Match Share \$ 79,700

The Grantor and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

GRANTEE: I have read and I agree to all of the above provisions of this agreement.

By _____

Title Mayor

Date _____

STATE OF MINNESOTA by and through the Department of Employment and Economic Development

By _____

Title _____

Date _____

By _____

Title City Administrator

Date _____

ENCUMBERED:
Department of Employment and Economic Development

By _____

Date Encumbered

(Individual signing certified that funds have been encumbered as required by Minnesota Statutes 16A.)

Grantee: City of Mountain Iron
Grant Agreement #: CCGP-04-0013-Z-FY04
Minnesota Tax ID: 8024112
Federal Employer ID: 41-6005398



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 17-04

AUTHORIZING SUBMISSION OF APPLICATION TO THE DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT'S CONTAMINATION CLEAN-UP PROGRAM

WHEREAS, Old Town industrial Park development is located at the intersection of Highway 169 and County Road 102 in the City of Mountain Iron; and,

WHEREAS, the City the site is located within the one of the City of Mountain Iron's JOB sub-zones; and,

WHEREAS, this site is a large underutilized tract of land in the City that has remained vacant due to the conditions affecting the site; and,

WHEREAS, a Phase I Environmental Site Assessment, Phase II Environmental survey and RAP, have been completed on this property; and,

WHEREAS, the Mountain Iron Comprehensive Plan which was approved by the City Council indicates this site to be developed for industrial use due to its location major highways and direct access to rail road service; and,

WHEREAS, the City of Mountain Iron is eligible to make application for funds under the DEED Contamination Investigation and RAP Development Grant Program; and,

WHEREAS, the City has received various proposals for the development of the area as a manufacturing and industrial development; and,

WHEREAS, the City of Mountain Iron is in need of financial assistance from DEED to undertake the cleanup of this site in order to move the development forward; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that it hereby supports and approves the submission application for funding to cleanup the old town industrial park in accordance with the RAP and that the City Administrator of the City of Mountain Iron is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that City of Mountain Iron has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the sources and amounts of the local match identified in the application are committed to the project identified.

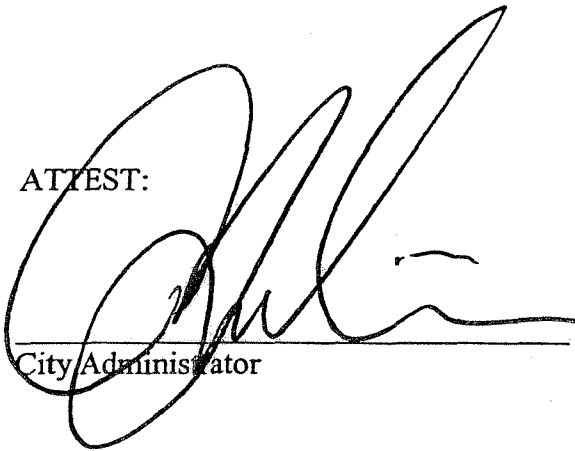
BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that City of Mountain Iron has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that upon approval of its application by the state, City Mountain Iron, Minnesota may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of Mountain Iron, Minnesota certified that it will comply with all applicable laws and regulation as stated in all contract agreements.

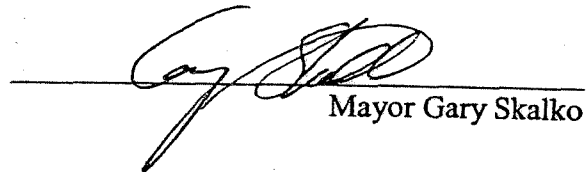
BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the Mayor and City Administrator of the City of Mountain Iron are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

DULY ADOPTED BY THE CITY COUNCIL THIS 19TH DAY OF APRIL, 2004.

ATTEST:



City Administrator



Mayor Gary Skalko



June 28, 2004

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

**RE: Application for Payment No. Four (4)
Phase II – Interior Renovations
Mtn. Iron Library
Mtn. Iron, Minnesota
DSGW Project # 03058**

Dear Craig:

Enclosed please find three (3) copies of the Application and Certificate for Payment No. Four (4), on the above subject project, from Lenci Enterprises, for \$16,448.00.

We have reviewed & approved this application for payment and trust that you will pay the contractor directly.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

DSGW Architects, Inc.

A handwritten signature in black ink that reads 'Erik C. Wedge' followed by a stylized flourish.

Erik C. Wedge
Project Manager

ECW:jp

enc.

cc: Lenci Enterprises

TO OWNER: City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, MN 55768

PROJECT: Phase II Interior Renovations
Mountain Iron Library ADA
Mountain Iron, MN 55768

APPLICATION NO.: FOUR
PERIOD TO: 6/25/04
PROJECT NOS:
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Lenci Enterprises, Inc.
P.O. Box 6
Virginia, MN 55792

VIA ARCHITECT: Damberg Scott Gerzina Wagnon
P.O. Box 1065
Virginia, MN 55792

CONTRACT FOR: Complete construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 64,500.00
- 2. Net change by Change Orders \$ 30,045.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 94,545.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 91,045.00
(Column G on G703)
- 5. RETAINAGE:
 - a. _____ % of Completed Work \$ 2,000.
(Columns D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 2,000.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 89,045.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 72,597.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 16,448.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 5,500.00
(Line 3 less Line 6)

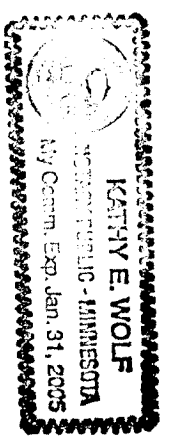
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	10,697.00	
Total approved this Month	19,348.00	
TOTALS	30,045.00	+ 30,045.00
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Lenci Enterprises, Inc.

By: [Signature] Date: 6/25/04

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____



Notary Public: [Signature]
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 16,448.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT: [Signature]
By: [Signature] Date: 6/28/04
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

MT. IRON LIBRARY ADA RENOVATIONS
 MT. IRON, MINNESOTA
 AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702. APPLICATION AND CERTIFICATE FOR PAYMENT.
 containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO.: FOUR
 APPLICATION DATE: 6/25/04
 PERIOD TO: 6/25/04
 ARCHITECT'S PROJECT NO.:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1.	General Conditions	\$ 6,000.	6,000.				6,000.	100		
2.	Concrete Work	10,100.	10,100.				10,100.	100		
3.	Demolition	3,700.	3,700.				3,700.	100		
4.	Metal Handrails	1,200.	1,200.				1,200.	100		
5.	Rough Carpentry	2,700.	2,700.				2,700.	100		
6.	Millwork	600.		600.			600.	100		
7.	Doors & Hardware	3,000.	3,000.				3,000.	100		
8.	Gypsum Board/Plaster	8,800.	8,800.				8,800.	100		
9.	Ceramic Tile	8,000.	8,000.				8,000.	100		
10.	Painting	1,300.	1,300.				1,300.	100		
11.	Toilet Accessories	1,200.	1,200.				1,200.	100		
12.	Mechanical	10,500.	10,500.				10,500.	100		
13.	Electrical	7,400.	7,400.				7,400.	100		
	CHANGE ORDER NO. 1	\$64,500.	5,959.				5,959.	100		
	NO. 2	4,738.	4,738.				4,738.	100		
	NO. 3	19,348.		15,848.			15,848.	82		3,500.
		94,545.	74,597.	16,448.			91,045.			3,500.



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

COUNCIL LETTER 070704-VIC

COUNCILOR ROSKOSKI

BALL FIELD BEHAVIORS

DATE: July 1, 2004

FROM: Ed Roskoski
Councilor

Craig J. Wainio
City Administrator

Background: Loud shouting of obscenities from the South Grove ball field is very bothersome to the residents in that area. Maybe some signage – written warnings?

Staff Note: Those offended individuals would be best served in contacting law enforcement in these situations.

COUNCIL LETTER 070704-VID

COUNCILOR ROSKOSKI

IRRRA BUSINESS REFERAL

DATE: July 1, 2004

FROM: Ed Roskoski
Councilor

Craig J. Wainio
City Administrator

Background: Staff should update all Council members on whom maybe wishing to locate in Mountain Iron JOBZ zone areas.

Also, on which firm wants to relocate where.

COMMUNICATIONS

1. Sam Aluni, City Attorney, a memorandum concerning the copy of an ad for Sears air conditioners.
2. Jim Miller, Executive Director, League of Minnesota Cities, a memorandum conveying a copy of the 2004 Law Summaries prepared by the League of Minnesota Cities.
3. Lolita M. Schnitzius, Northeastern MN LMC Ambassador, a letter announcing the LMC's Regional Meeting in Gilbert on July 27, 2004.
4. Mark Voxland, President, League of Minnesota Cities, memorandum concerning 2005 Dues Information.
5. Department of Health & Human Services, a letter concerning the National Alcohol and Drug Addiction Recovery Month scheduled for September.
6. Citizens from Westgate, a note concerning noise and dust coming from P & H in the Merritt Industrial Park.
7. Anonymous, a note concerning the grass and weeds on the Quad Cities Sign on Highway 169 West.
8. Anonymous, a note concerning a skatepark for skateboarders.

THE TRENTI LAW FIRM

ATTORNEYS

Sam A. Aluni
Paul D. Cerkvenik
Joseph Lyons-Leoni*+
Scott C. Neff ++
J. Carver Richards
Patrick J. Roche*
Robert H. Stephenson

225 First Street North
Suite 1000
P.O. Box 958
Virginia, MN 55792
(218) 749-1962
FAX (218) 749-4308
E-mail trenti@trentilaw.com

RETIRED

Vernon D. Saxhaug
John A. Trenti

LEGAL ASSISTANTS

Helen Marsh
Barbara Shosten
Donna M. Leritz
Kristen M. Hennis
Sharon K. Fredrickson

MEMORANDUM

TO: Mountain Iron City Council

FROM: Sam A. Aluni, City Attorney

RE: Sears Air Conditioner Ad
Our File No. 55,337-2

DATE: June 24, 2004

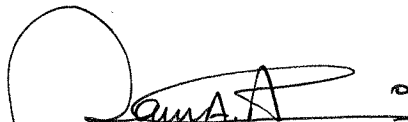
Dear Members of the Council:

Pursuant to your request we have reviewed the copy of the ad for Sears Air Conditioners. Based on our understanding that the City of Mountain Iron is participating with Minnesota Power in a program which provides rebates to customers who purchase Energy Star qualified appliances, whether purchased from Sears or otherwise, we don't believe the ad is misleading or contrary to the interests of the City of Mountain Iron. Other vendors of qualifying appliances may also wish to reference the program or its participants when advertising its products. However, if the city feels that it is still inappropriate to make reference to the Mountain Iron Public Utilities in connection with any specific product, you may certainly request the advertiser to delete reference to the Mountain Iron Public Utilities.

In looking at the issue in the broader context, it would appear to be in the best interests of all parties that the use of energy efficient appliances be promoted consistent with the intent of the program.

We trust this opinion will be of assistance.

Very truly yours,



SAM A. ALUNI

SAA:skf

+Civil Trial Specialist Certified by the National Board Trial Advocacy

++Real Property Law Specialist Certified by Minnesota State Bar Association

*Civil Trial Specialist Certified by the Minnesota State Bar Association

06/23/2004 09:57 2183267427

RED ROCK RADIO

PAGE 01

**SEARS
AIR CONDITIONERS/CO-OP
:30**

START THE SAVINGS CYCLE WITH SEARS, MINNESOTA POWER AND MOUNTAIN IRON PUBLIC UTILITIES. WHY BUY AN ENERGY STAR QUALIFIED AIR CONDITIONER OR DEHUMIDIFIER FROM SEARS? WELL, THEY OPERATE AT LEAST 10% MORE EFFICIENTLY, SAVE UP TO \$200 PER YEAR ON UTILITY BILLS, AND ARE OFTEN THE QUIETEST, MOST DEPENDABLE PRODUCTS AVAILABLE. CHECK OUT THEIR LARGE SELECTION OF ENERGY STAR QUALIFIED AIR CONDITIONERS, STARTING AT JUST 119.99. SEARS IN VIRGINIA OR GRAND RAPIDS. SEE STORES FOR DETAILS.



League of Minnesota Cities

145 University Avenue West, St. Paul, MN 55103-2044

(651) 281-1200 • (800) 925-1122

Fax: (651) 281-1299 • TDD: (651) 281-1290

www.lmnc.org

MEMORANDUM

June 24, 2004

TO: City Administrators and Managers

FROM: Jim Miller, Executive Director

SUBJECT: 2004 Law Summaries

Enclosed please find the *2004 Law Summaries* prepared by the League of Minnesota Cities. The document provides overviews of legislative outcomes that will impact cities.

Questions about the information contained in the *2004 Law Summaries* can be directed to the League's Intergovernmental Relations (IGR) Department. The initials of the appropriate IGR staff member to contact are printed following each summary. Individual contact information is provided on page 3.

Attachment



League of Minnesota Cities

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

Monday, June 21, 2004

Dear Mayor, Council and Administration:

Greetings on this first day of summer! And we hope that another important day on your City Calendar is **LMC's Regional Meeting** taking place in "our neighborhood", in **Gilbert, on Tues., July 27, 2004, 2:30-8:30 PM**. If you have not already done so, please consider participating; only \$35 for the session which includes dinner and materials.

This regional session will discuss timely, important issues affecting cities, including the city's role in coping with meth labs, managing public information in a digital age, and fire department management and liability. Also you'll hear about the 2004 legislative session results and what they mean for your city, and you'll be able to help shape 2005 League legislative policies.

You can register online anytime: www.lmnc.org or contact **Rebecca Erickson, LMC, 800-925-1122 or 651-281-1222**. For information regarding directions to the meeting at **Gilbert City Hall Council Chambers, 16 S. Broadway, Gilbert, MN 55741, call Rachel Roering, (218) 748-2232, or clerk@gilbertmn.org**.

Also coming up in August is a "must" if you have a new City Clerk. It's the **Clerks' Orientation Conference, Aug. 24, 25, 26 at the League of MN Cities, 145 University Avenue West, in St. Paul**. Once again, you can register online, or contact **Cathy Dovidio at (651) 281-1250, or cdovidio@lmc.org**.

If you have any questions regarding the Regional Meetings, or if I can help you in any way, or to arrange a personal visit from me or another League representative, please call me at **(218) 365-6571**.

Very sincerely,

**Lolita M. Schnitzius, Northeastern MN LMC Ambassador
105 S. 19th Avenue E., Ely, MN 55731**



League of Minnesota Cities

145 University Avenue West, St. Paul, MN 55103-2044

(651) 281-1200 • (800) 925-1122

Fax: (651) 281-1299 • TDD: (651) 281-1290

www.lmnc.org

To: Administrator, Manager or Clerk

From: Mark Voxland, President

Date: June 24, 2004

Re: 2005 Dues Information

At its June 17th meeting, the League Board of Directors voted to set a *maximum* dues increase of 4.5% for the 2005 fiscal year beginning September 1, 2004. The actual amount will be determined at the Board's August meeting when it will adopt the budget for the coming fiscal year. 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.

Over the past ten years, annual dues increases have averaged 2.4%. You may recall last year no dues increase was authorized in recognition of the severe financial strain caused by the Legislature's actions to balance the State's budget deficit. However, the League's preliminary budget forecast for next year indicates that about a 3% dues increase will be necessary to maintain the quality of existing services to our members. The Board is also considering allocating additional resources to strengthen the policy development process and our ability to mobilize city officials to quickly respond to legislative initiatives. Both would potentially also affect the amount of a dues increase.

The Board takes its responsibility to prudently manage the League's assets very seriously. It also recognizes that reliance on League services continues to grow even as city budgets remain tight and that it is important to ensure these services can be provided in a way that meets our members' high expectations and needs. The Board will do its best to balance these goals when it makes a decision on the exact dues increase in August.

On behalf of the entire Board of Directors, I want to thank you for your continued support of the League. As always, we would welcome any comments you have about how League services might be made even better or about the proposed dues increase.



Center for Mental Health Services
Center for Substance Abuse Prevention
Center for Substance Abuse Treatment
Rockville MD 20857

Dear Colleague:

Alcohol and drug addiction are a national health crisis affecting millions of individuals. An estimated 19.5 million Americans age 12 years and older were current drug users in 2002. Yet, in the same year, only 76 percent of people in need of treatment for a problem with illicit drugs did not seek or receive treatment.

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) is working to help achieve the President's priorities. Through SAMHSA's Center for Substance Abuse Treatment (CSAT), we are working to educate the public about the effectiveness of treatment, the nature of addiction, the positive outcome of treatment and recovery, and the importance of treatment programs and services across the country.

National Alcohol and Drug Addiction Recovery Month, now in its 15th year of observance, is celebrated each September. This year's *Recovery Month* theme, "**Join the Voices for Recovery...Now!**", will promote the benefits of treating alcohol and drug use disorders and will highlight the contributions of treatment providers. This vital observance lets people know that alcohol and drug use disorders are public health challenges that can be managed effectively when the entire community supports people who suffer from these treatable diseases.

To help those in need of treatment and to expand the treatment capacity in this country, we must seek to inspire all levels of government, business and society to work together toward creating a seamless healthcare system that embraces treatment and supports and understands those in need of treatment services.

As the lead coordinator for the *Recovery Month* observance, SAMHSA/CSAT partners each year with other public sector entities and national and local coalitions and organizations to develop a *Recovery Month* activities kit, as well as other special events. A copy of the kit has been enclosed for your review and use.

This year SAMHSA-sponsored Community Forums/Events will be held throughout the country during September. These forums/events will examine key treatment and recovery-related issues in local communities and define specific objectives and action steps to broaden support and access for individuals in recovery, their families, and friends. Each forum seeks to unite a range of stakeholders in taking action including individuals in the recovery community and their families and friends; policymakers and community leaders; judges; insurers; health professionals; treatment providers; educators/schools; community-based and faith-based organizations; the criminal justice system; diverse racial, ethnic and cultural groups; and members of the media.

The following locations have been identified as the 2004 SAMHSA-sponsored Community Forum/Events sites:

- | | | |
|-----------------------|----------------------------|---------------------------|
| Boise, Idaho | Jersey City, New Jersey | Rapid City, South Dakota |
| Boston, Massachusetts | Louisville, Kentucky | Riverside, California |
| Brooklyn, New York | Miami, Florida | Salt Lake City, Utah |
| Chicago, Illinois | Minneapolis/ St. Paul, | San Antonio, Texas |
| Columbus, Ohio | Minnesota | San Francisco, California |
| Cleveland, Ohio | New Orleans, Louisiana | San Juan, Puerto Rico |
| Dallas, Texas | Philadelphia, Pennsylvania | Seattle, Washington |
| Des Moines, Iowa | Phoenix, Arizona | Syracuse, New York |
| Detroit, Michigan | Pittsburgh, Pennsylvania | Tampa, Florida |
| Hartford, Connecticut | Pontotoc, Mississippi | Tulsa, Oklahoma |
| Honolulu, Hawaii | Raleigh/Durham, | Waukesha, Wisconsin |
| Houston, Texas | North Carolina | |

We hope that you and your organization will participate in the upcoming *Recovery Month* events as much as possible. This year's kits have also been sent to Federal, State and local officials. We encourage you to contact your local elected officials or your State Substance Abuse Director to offer your assistance in coordinating *Recovery Month* activities in your area, and in drafting a proclamation or organizing a media event. Please make an effort to participate in the Community Forum/Event in your area, or develop your own community event based on your local resources and interests.

Please make sure to fill out the Customer Satisfaction Survey located in the *Recovery Month* kit, and send information concerning your celebration, and any materials produced to the address listed on the form. Your input and comments will assist in the development of future materials and programs that can best meet your needs.

In addition, please post any planned activities within your State, district, city, town, or municipality on the *Recovery Month* Web site at www.recoverymonth.gov. Click on the 2004 *Recovery Month* icon and select events.

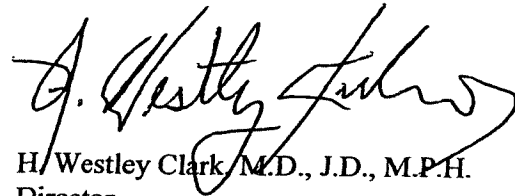
You may contact CSAT's Consumer Affairs for additional information about this observance at (301) 443-5052. You may also obtain information through the *Recovery Month* Web site accessed through www.recoverymonth.gov.

We look forward to your participation in this year's *Recovery Month* activities, and thank you for your support.

Sincerely,



Charles G. Curie, M.A., A.C.S.W.
Administrator
Substance Abuse and Mental Health
Services Administration



H. Westley Clark, M.D., J.D., M.P.H.
Director
Center for Substance Abuse Treatment

Enclosure

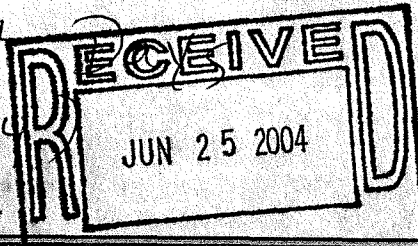
Mayor and City Council

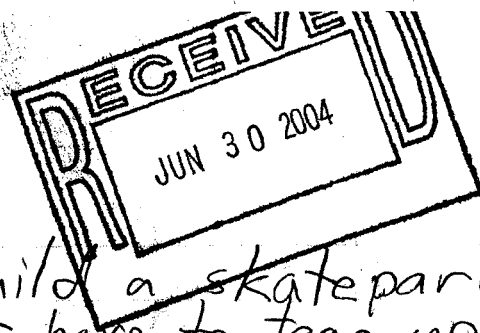
Some of us in lower West Gate have experienced much noise and sand blasting dust coming from P+H in Memitt Industrial Park. We believe it is illegal to sand blast outdoors. General Electric near South Grove has an enclosed facility. P+H should do likewise.

Thank You

6/24/04

The grass/weeds
Need to be cut
ON Quad Cities
Sign Highway 169 West
(between Buhl & M.I.)
(for Merritt
especially
Thanks.





I think you should build a skatepark for skateboarders. They won't have to tear up our town, ~~and~~ earn some money for the town, and open another job.