

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JULY 20, 2015 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the July 6, 2015, meeting (#1-7)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#31-32)
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Director of Public Works Report
 - D. Library Director/Special Events Coordinator's Report
 - 1. Request for Street Closure for Merritt Days (#8)
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. City Attorney's Report
 - H. Fire Department's Report
 - 1. Fire Department Pickup Quote (#9-15)
 - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 14-15 US Postal Service (#16-17)
 - B. South Grove Rec Area Pavilion Quotes (#18-22)
 - C. Phase II AMR Quote (#23-25)
 - D. Merritt Days Fireworks Permit (#26-30)
- VII. Communications (#31-32)
- VIII. Announcements
- IX. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
JULY 6, 2015

Mayor Skalko called the City Council meeting to order at 6:32 p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Tony Zupancich, Alan Stanaway, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Clark, Municipal Services Secretary; Michael Downs, Director of Public Works; Rod Flannigan, City Engineer; Sally Yuccas, Librarian Director/Special Events Director; Greg Chad, Fire Chief; William Paulson, City Auditor; and John Backman, Sergeant (entering at 6:44 p.m.).

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

1. Add the following item to the agenda:
 - VI. C. Request to Serve Alcohol at the Community Center
2. Approve the minutes of the June 15, 2015, regular meeting as submitted.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period June 16-30, 2015 totaling \$166,039.87, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period June 16-30, 2015, totaling \$247,728.80, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Ed Roskoski addressed the Council regarding the closing of the Wacootah Overlook. He proposed that the Council look into making a new overlook in the Costin area or on the Iroquois Mine Dump.

It was moved by Zupancich and seconded by Prebeg to refer the request for a new overlook to the Parks and Recreation Board for further consideration and a recommendation. The motion carried.

The Mayor reported on the following:

- Congratulations. To Mildred Babbini on her 90th birthday.
- Thank you. To William Buria and family members for cleaning up Old Highway 169 for the past 37 years.
- Thank you. To the City Staff that completed work on the beautification in the Downtown Mountain Iron area. Also, a thank you to Jerry Lanari from Vern's Greenhouse for his assistance.

It was moved by Skalko and seconded by Tuomela to direct the City Administrator to write a letter of appreciation to William Buria for cleaning up Old Highway 169 for 37 years. The motion carried.

It was Zupancich and seconded by Tuomela to not waive the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04. The motion carried.

The City Administrator reported on the following:

- Pre-Construction Meetings. Meetings were held to discuss the Mountain Iron Drive Project and the Mud Lake Lift Station Project. The Mountain Iron Drive Project would begin in July and the Mud Lake Lift Station Project began July 6, 2015.
- Minnesota Governor's Deer Hunting Opener. A meeting was held on July 6, 2015, to assist in planning the opener being held in Mountain Iron in November.

It was moved by Prebeg and seconded by Tuomela to approve change order number one to add steel casing pipe on the Mountain Iron Drive Project, increasing the contract by \$36,000, for a total contract of \$891,314.70. The motion carried unanimously on a roll call vote.

The City Auditor reviewed the 2014 audit for the City of Mountain Iron.

It was moved by Zupancich and seconded by Tuomela to accept the 2014 audit as presented. The motion carried.

The Library Director/Special Events Director reported on the following:

- July 4th Celebration. The celebration was a huge success with the parade lasting 31 minutes.
- Thank you. Special thanks to three volunteers: Kathy Witzman, Carole Kostich, and Betsy Olivanti. Also a thank you to the following City Staff: Len Albrecht, Bryce Negen, Jordan Bissonette, Marydith Poitra, Elyssa McCulloch, and Hailey Erchul.
- Library Report. Submitted the June report for the Council to review.
- Merritt Days Celebration. The celebration will be from August 1-8, 2015.

It was moved by Zupancich and seconded by Stanaway to adopt Resolution Number 14-15, calling a hearing on the proposed assessments for Unity Drive, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Tuomela to authorize the special events permit for the Mesabi Family YMCA for the 5K Fun Run/Walk to be held on July 18, 2015. The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize the following entities to serve alcohol in the city buildings:

Sundberg Enterprises, LLC
DBA: Sawmill Saloon & Restaurant

Wedding Reception on July 18, 2015
Mountain Iron Community Center

Mac's Bar, Inc.
DBA: Mac's Bar

YMCA Fundraiser on July 23, 2015
Mountain Iron Community Center

S & F Bar Inc.
DBA: Sports Page Bar

Wedding Reception on July 25, 2015
Mountain Iron Community Center

Sundberg Enterprises, LLC
DBA: Sawmill Saloon & Restaurant

Wedding Reception on December 19, 2015
Mountain Iron Community Center

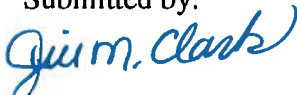
The motion carried.

The Council reviewed the list of communications.

The Sergeant announced that “Pick’in the Park” would be held on July 21st at 6:00-8:30 p.m. at Locomotive Park.

At 7:20 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Clark, MMC
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Minnesota Environmental Quality Board, forwarding the final environmental impact statement on the US Highway 53 Project.
2. William Buria, a letter advising the Council that he will no longer be cleaning up trash on Old Highway 169 in Kinross.

Summary By Category And Distribution

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	800.00
BUILDING RENTALS	COMMUNITY CENTER	400.00
UTILITY	UTILITY	120,360.25
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	181.29
LICENSES	ANIMAL	5.00
MISCELLANEOUS	REIMBURSEMENTS	18.07
CAMPGROUND RECEIPTS	FEES	7,250.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	76.96
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	207.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	532.38
PERMITS	BUILDING	1,109.47
BUILDING RENTALS	SENIOR CENTER	10.00
METER DEPOSITS	ELECTRIC	800.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	33,843.29
MISCELLANEOUS	ASSESSMENT SEARCHES	70.00
CD INTEREST	CD INTEREST 101	39.75
CD INTEREST	CD INTEREST 378	45.27
CD INTEREST	CD INTEREST 602	16.56
CD INTEREST	CD INTEREST 603	5.52
CD INTEREST	CD INTEREST 604	3.31
BUILDING RENTALS	NICHOLS HALL	140.00
PERMITS	VENDOR	100.00
MISCELLANEOUS	SALE-COPIES, MAPS, LABOR-ADMIN	25.75
Summary Totals:		<u>186,039.87</u>

Check Issue Date(s): 06/17/2015 - 07/16/2015

Report Criteria:

Check Check No = 147080-147164

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
07/15	07/07/2015	147080	10075	AMERIPRIDE SERVICES	101-20200	79.76
07/15	07/07/2015	147081	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	99.18
07/15	07/07/2015	147082	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	952.24
07/15	07/07/2015	147083	20009	BARBER GRAPHICS	101-20200	2,550.20
07/15	07/07/2015	147084	20022	BENCHMARK ENGINEERING INC	301-20200	4,142.88
07/15	07/07/2015	147085	20010	BISS LOCK INC	101-20200	8.00
07/15	07/07/2015	147086	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	5,265.41
07/15	07/07/2015	147087	713	BRENDA BURLE	101-20200	132.46
07/15	07/07/2015	147088	20047	BROCKWHITE CONSTRUCTION MAT.	602-20200	1,496.40
07/15	07/07/2015	147089	720	BROOKE DONNELLY	101-20200	200.00
07/15	07/07/2015	147090	30017	CARQUEST (MOUNTAIN IRON)	101-20200	356.00
07/15	07/07/2015	147091	170001	CENTURY LINK	602-20200	223.15
07/15	07/07/2015	147092	30068	CHAD, GREG	101-20200	14.93
07/15	07/07/2015	147093	30072	COMPUTER WORLD	101-20200	1,832.97
07/15	07/07/2015	147094	400012	DIAMOND MOWERS INC	101-20200	40.31
07/15	07/07/2015	147095	40015	DULUTH NEWS TRIBUNE	101-20200	298.48
07/15	07/07/2015	147096	40027	DULUTH/SUPERIOR COMMUNICATION:	101-20200	129.00
07/15	07/07/2015	147097	60050	EARL F ANDERSEN	101-20200	104.51
07/15	07/07/2015	147098	50039	EMERGENCY MEDICAL PRODUCTS INC	101-20200	679.39
07/15	07/07/2015	147099	50044	ENVIROTECH SERVICES INC	101-20200	4,626.25
07/15	07/07/2015	147100	500012	ERA LABORATORIES INC	601-20200	422.80
07/15	07/07/2015	147101	50042	ESC SYSTEMS	101-20200	294.00
07/15	07/07/2015	147102	60060	ESCH CONSTRUCTION SUPPLY INC	101-20200	195.00
07/15	07/07/2015	147103	60026	FASTENAL COMPANY	101-20200	178.56
07/15	07/07/2015	147104	60029	FERGUSON ENTERPRISES INC	601-20200	10.96
07/15	07/07/2015	147105	70016	GOPHER STATE ONE CALL INC	604-20200	63.80
07/15	07/07/2015	147106	70028	GREATER MINNESOTA AGENCY INC	101-20200	204.00
07/15	07/07/2015	147107	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
07/15	07/07/2015	147108	140013	HD SUPPLY WATERWORKS, LTD.	601-20200	231.02
07/15	07/07/2015	147109	80017	HENRY'S WATERWORKS INC	601-20200	3,957.08
07/15	07/07/2015	147110	80001	HILLYARD/HUTCHINSON	101-20200	997.84
07/15	07/07/2015	147111	80037	HOMETOWN MEDIA PARTNERS	101-20200	789.75
07/15	07/07/2015	147112	90026	INDUSTRIAL LUBRICANT COMPANY	602-20200	1,677.30
07/15	07/07/2015	147113	90005	ITALIAN BAKERY INC	101-20200	63.00
07/15	07/07/2015	147114	714	JON NORDLINDER	101-20200	200.00
07/15	07/07/2015	147115	110029	KOKAL, GLEN	101-20200	560.00
07/15	07/07/2015	147116	120032	LAKE COUNTRY POWER	101-20200	202.00
07/15	07/07/2015	147117	717	LEROY MCKIBBON	101-20200	100.00
07/15	07/07/2015	147118	130041	MESABI BITUMINOUS	101-20200	1,625.40
07/15	07/07/2015	147119	130026	MESABI SIGN COMPANY	101-20200	105.00
07/15	07/07/2015	147120	130183	MESABI WILLOW SHARPENING	101-20200	28.10
07/15	07/07/2015	147121	130039	MINNESOTA DEPT OF COMMERCE	604-20200	452.78
07/15	07/07/2015	147122	130044	MINNESOTA DEPT OF HEALTH	601-20200	200.00
07/15	07/07/2015	147123	140026	MINNESOTA ENERGY RESOURCES	602-20200	253.74
07/15	07/07/2015	147124	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	3,137.50
07/15	07/07/2015	147125	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,659.73
07/15	07/07/2015	147126	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	15,341.40
07/15	07/07/2015	147127	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	52,690.03
07/15	07/07/2015	147128	140042	NORTHERN DOOR & HARDWARE INC	101-20200	388.00
07/15	07/07/2015	147129	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	72.57
07/15	07/07/2015	147130	140056	NORTHLAND TRUST SERVICES INC	601-20200	20,598.75
07/15	07/07/2015	147131	140008	NORTRAX EQUIPMENT/POWERPLAN	101-20200	43.99
07/15	07/07/2015	147132	40032	OFFICE OF MN.IT SERVICES	101-20200	432.30
07/15	07/07/2015	147133	160066	PACE ANALYTICAL SERVICES	601-20200	46.20

Check Issue Date(s): 06/17/2015 - 07/16/2015

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
07/15	07/07/2015	147134	716	PATTI PAPIN	101-20200	200.00
07/15	07/07/2015	147135	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	268.68
07/15	07/07/2015	147136	160030	PRECISION MACHINE	101-20200	25.00
07/15	07/07/2015	147137	674	PRO-TAINER INC	603-20200	1,000.00
07/15	07/07/2015	147138	170007	QUILL CORPORATION	101-20200	129.11
07/15	07/07/2015	147139	715	RACHAEL MEYER	101-20200	100.00
07/15	07/07/2015	147140	180008	RADKO IRON & SUPPLY INC	101-20200	40.72
07/15	07/07/2015	147141	180004	RANGE COOPERATIVES	101-20200	12.50
07/15	07/07/2015	147142	180082	RANGE LANDSCAPE AND GARDEN	101-20200	287.75
07/15	07/07/2015	147143	180081	RAPIDS PROCESS EQUIPMENT	602-20200	2,200.29
07/15	07/07/2015	147144	180017	RELIABLE OFFICE SUPPLIES	604-20200	365.30
07/15	07/07/2015	147145	721	ROB TOMASSONI	101-20200	18.27
07/15	07/07/2015	147146	190014	SHERWIN WILLIAMS	101-20200	29.28
07/15	07/07/2015	147147	190004	SKUBIC BROS INC	101-20200	41.90
07/15	07/07/2015	147148	719	STACEY WINGER	101-20200	200.00
07/15	07/07/2015	147149	718	TASHA PELISKA	101-20200	200.00
07/15	07/07/2015	147150	180027	TNT FIRE PROTECTION	101-20200	983.43
07/15	07/07/2015	147151	653	TONY NIGRO	101-20200	20.03
07/15	07/07/2015	147152	200006	TRIMARK INDUSTRIAL	602-20200	106.79
07/15	07/07/2015	147153	210010	ULLAND BROTHERS INC	101-20200	1,129.50
07/15	07/07/2015	147154	210001	UNITED ELECTRIC COMPANY	604-20200	2,554.16
07/15	07/07/2015	147155	220025	VERIZON WIRELESS	601-20200	33.64
07/15	07/07/2015	147156	220009	VERNS GREENHOUSE	101-20200	822.83
07/15	07/07/2015	147157	220014	VIKING INDUSTRIAL NORTH	101-20200	398.56
07/15	07/07/2015	147158	230001	WALKER GIROUX AND HAHNE LTD	603-20200	33,500.00
07/15	07/07/2015	147159	230028	WISCONSIN ENERGY CONSERVATION	604-20200	107.50
07/15	07/07/2015	147160	240001	XEROX CORPORATION	101-20200	104.97
07/15	07/07/2015	147161	260005	ZEP MANUFACTURING COMPANY	603-20200	158.97
07/15	07/10/2015	147162	120060	LME INC.	101-20200	125.00
07/15	07/16/2015	147163	20058	CITY OF BIWABIK	101-20200	85.00
07/15	07/16/2015	147164	722	KEITH BERDICE	101-20200	125.00

Totals

175,916.90

Payroll-PP Ending 7/3/15

71,811.90

TOTAL EXPENDITURES

\$247,728.80



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 14-15

CALLING A HEARING ON PROPOSED ASSESSMENT

WHEREAS, by Resolution Number 12-15 passed by the City Council on June 15, 2015, the City Administrator was directed to prepare a proposed assessment of the cost of Improvement Number MI13-07 the improvement of Unity Drive between the centerline of Diamond Lane and the centerline of Park Drive by construction, and

WHEREAS, the City Administrator has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection,

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

1. A hearing shall be held at 5:30 p.m. on August 3, 2015 in the Community Center located at 8586 Enterprise Drive South to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he/she shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

DULY ADOPTED BY THE CITY COUNCIL THIS 6th DAY OF JULY, 2015.

ATTEST:

City Administrator

Mayor Gary Skalko

COUNCIL LETTER 072015-IVD1

MERRITT DAY'S COMMITTEE

BLOCK STREETS REQUEST

DATE: July 16, 2015

FROM: Sally Peterangelo
Special Events Coordinator

Craig J. Wainio
City Administrator

The Merritt Day's Committee is requesting the following:

On Friday, August 7th, Request to block Main Street from Marble Avenue to Mesabi Avenue. Extend the Mountain Avenue blocking north to Locomotive Street. Beginning at 7:00 a. on Friday until Sunday, August 9th in the morning.

FIRE DEPARTMENT PICK-UP REQUEST FOR PURCHASE

2016 F-350 SUPER DUTY CREW CAB #29,050.24
4X4 PICK-UP LUNDGREN'S
\$269.54 OVER STATE BID

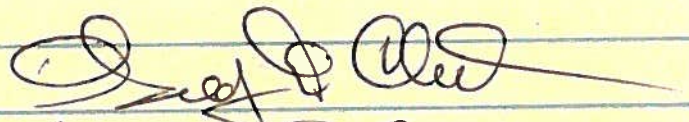
SLIDIN UNIT FROM HEIMAN 11,768.90
FIRE TRUCKS SHIPPING 700.00

LIGHTING PACKAGE 2016 FORD 5,930.00
F350 MID STATE EMERGENCY
VEHICLE SYSTEMS, LLC.

ACCESSORIES PACKAGE Z-TECH 902.00

TOTAL
\$ 48,351.14

SEE SUPPLEMENTAL MATERIAL FOR
SPECIFICS RESPECTFULLY SUBMITTED


GREG S CHAD
FIRE CHIEF

Lundgren's



Evleth/Virginia - 1(800)662-5745 - 218-744-4821

May 15, 2015

Mr. Greg Chad, Fire Chief
City of Mt. Iron
8586 Enterprise Drive South
Mt. Iron, Minnesota 55768

Greg:

Lundgrens is pleased to submit the following quote on a 2016 Ford F-350 Crew Cab pick-up truck for your review:

2016 Ford F-350 Super Duty Crew Cab 4 X 4 pick-up truck

11200# GVWR, 172" wheelbase (8' box length)
6.2L V8 gas engine with 6 speed automatic transmission
XL Trim level (vinyl floor, vinyl 40/20/40 bench seat)
Manual hubs, skid plates, camper package, engine block heater
Manual windows, locks, and mirrors
LT275/70R X 18E BSW A/T tires (5)
3.73 regular rear axle, AM/FM/Clock
Race Red exterior with steel gray interior

Your price for this vehicle would be \$29,050.24. This price does include any applicable taxes, license, or fees. This vehicle would need to be ordered with an approximate delivery time of 10-12 weeks.

Thank you for this business opportunity. Please contact me with any questions that you may have.

Respectfully,

Bruce Lundgren

HIGH PRESSURE/MEDIUM VOLUME PUMP

4087-100032 HONDA HIGH PRESSURE 4 stage..... [STANDARD] \$ no charge
 3266-HIP24-H..... HONDA HIGH PRESSURE 2 stage..... [ADD \$370] \$

HIGH VOLUME/MEDIUM PRESSURE PUMP

4087-100067 HONDA MID-RANGE..... [NO CHANGE] \$
 3266-HAI 30024H..... HONDA HIGH VOLUME (HAILEY)..... [ADD \$160] \$
 3266-DAR24H..... HONDA HIGH VOLUME (DARLEY)..... [ADD \$270] \$
 OTHER: PLEASE SPECIFY..... [ADD] \$

Kawasaki, Briggs & Stratton, Vanguard available with longer delivery time

VALVE OPTIONS AND UPGRADES:

1025- Upgrade to all... AKRON SWING-OUT BRASS BALL VALVES..... [ADD \$455] \$
 1430- Upgrade to all... ELKHART BRASS BALL VALVE..... [ADD \$375] \$
 1430- GATED INLET, ELKHART..... [ADD \$405] \$
 1025- GATED INLET, AKRON..... [ADD \$455] \$
 3420-826V6B3P21..... GATED INLET, 2.5" -3 PICE STAINLESS VALVE..... [ADD \$370] \$

OPTIONAL ACCESSORIES:

3266-200CPP..... 200 GALLON COPOLY TANK..... [DEDUCT \$100] \$
 3266-300CPP..... 300 GALLON COPOLY TANK UPGRADE..... [ADD \$250] \$ 250.00
 3266-400CPP..... 400 GALLON COPOLY TANK UPGRADE..... [ADD \$1000] \$
 3266-500CPP..... 500 GALLON COPOLY TANK UPGRADE..... [ADD \$1900] \$
 2904-EF32-23-24..... ELECTRIC REWIND ON REEL..... [ADD \$450] \$ 450.00
 2904-FH3..... ROLLER & SPOOL ASSEMBLY ON REEL..... (2) [ADD \$200 each] \$ 400.00
 1111-32..... NO HOSE REEL..... [DEDUCT \$390] \$
 2930-575..... ADDITIONAL 50' OF 1" BOOSTER HOSE..... [ADD \$215] \$
 2118-BLCHY..... Lightweight, easy handling lead-in booster hose, 12.5'..... [ADD \$83] \$
 2118-BLCHY..... Lightweight, easy handling lead-in booster hose 25'..... [ADD \$145] \$
 1111-33..... NO STANDARD 100' BOOSTER HOSE..... [DEDUCT \$225] \$
 4000-CPPHT..... COPOLY HOSE TROUGH..... [ADD \$150] \$
 2045-EM-4547250..... MC 4 LIGHT GAUGE..... [ADD \$275] \$
 2910-KIT-1..... BLIZZARD WIZARD FOAM SYSTEM INSTALLED..... [ADD \$600] \$
 1242-S106-1600..... FOAM PRO 1600 SYSTEM INSTALLED..... [ADD \$5,500] \$
 3306-4072-H..... SCOTTY FOAM SYSTEM INSTALLED..... [ADD \$500] \$ 500.00
 2803-FLX2112110..... HALE FOAM LOGIX 2.1A FOAM SYSTEM 12- DIGITAL DISPLAY... [ADD \$5500] \$
 1111-25..... DIAMOND PLATE HOLDER FOR (2) 5 GAL FOAM PAILS..... [ADD \$225] \$
 1111-32..... STORAGE COMPARTMENT WITH LATCH COVER..... [ADD \$275] \$
 1111-INSTALL..... INSTALL MASTER SWITCH, UNIT, AND WIRE..... [ADD \$275] \$
 3270-16300..... 12-VOLT WORK LIGHT..... [ADD \$85] \$
 4053-1492110..... LED WORK LIGHT..... [ADD \$145] \$
 4087-250238..... 12 VOLT ELECTRIC PISTON PRIMER INSTALLED..... [ADD \$795] \$
 1950-NZ025 Nozzle tip, 1" 10-24 gpm \$ 76.95
 2790-SBV1055 Shut-off, 1" \$ 126.95

* MANY OTHER OPTIONS AVAILABLE UPON REQUEST

SLIDE IN UNIT TOTAL: \$ 11,768.90

Remarks:

Freight to zipcode 55768 would be \$700.00. Forklift required for unloading.

Shipping Address:

Date: 5-28-15 Salesman: Mary Johnson

Fire Dept: Mountain Iron MN 55768

Contact: Gary

Phone #: 218-780-9738

Fax #: _____

Call your salesman for more options & pricing

Email: gknapper@nardinfire.com

CUSTOMER WILL HAVE FORKLIFT AVAILABLE FOR UNLOADING

Mid State Emergency Vehicle Systems, LLC.

218-966-2466

3826 4th Avenue E Hibbing, MN. 55746-2927

**Mt. Iron Fire Department
ST. LOUIS COUNTY, MINNESOTA**

	Items	Amount
	48" Whelen Legacy Duo Full Light Bar	2,275.00
	Whelen Cen Com Sapphire Siren/Controller	780.00
	Whelen 100 Watt Speaker w/ Bracket	225.00
	Whelen LINZ 6 Lightheads 1 Red and 1 Blue	210.00
	Whelen V-23 Lightheads 2 Red and 2 Blue	493.60
	Stryker Golight Spotlight Permanent Mount Wireless Control-Black	305.40
	Havis Charge Guard	106.63
	Continuous Duty Solenoid	75.37
	20' Cable for Slide Unit	26.00
	Main Power Cable	22.50
	VHF and 800 mHz Antennas	78.00
	Plug for Slide In Unit	12.50
	Miscellaneous Supplies	35.00
	Shipping and Handling	<u>135.00</u>
	Sub Total	4,780.00
	Installation Labor	1,150.00
	Total	5,930.00

Authorizing Signature

Mt. Iron Fire Department

03 July, 2014

Re: 2016 Ford F-350 Lighting Package

Thank you for inviting me to provide you with an estimate for the lighting and accessory package for your 2016 Ford F-350.

Please be advised that this should be considered a quote/estimate. The reason for the caveat of the estimate is that some of the prices may depend on when the orders are actually placed. The prices on this quote/estimate are valid for 30 days. While the prices may increase if there is a significant time lapse between now and when the orders are placed, I would expect them to be significant. The items can be ordered as soon as you give approval for it, and kept until the truck arrives. I have done this with other clients. Please be advised that the City will be billed for items upon their arrival, regardless of when the installation will actually take place.

Another issue regarding this quote/estimate concerns the issue with the vehicle specifically. The problem is that the vehicle model has not been rolled out yet. What this means is that some components aren't even available yet from vendors/suppliers. As an example, I am currently unable to provide you with quote/estimate for the center console, as no manufacturer has even designed one. With that being said, a console for this squad will probably run somewhere in the neighborhood of \$400.00 +/-.

Another thing that needs to be taken care of/decided on concerns the 800 MHz. radio. As you may know, Motorola no longer manufactures the XTL series radio, which was the model that originally came from the County. The new radios are the APEX series. I believe the Government price for the APEX radios will be around \$2500.00 +/- . I would highly recommend that you go with Motorola. This would ensure that your service is utilizing the same manufacturer that nearly every emergency services provider in the County, as well as the State, uses. The other option that is available is for me to try and locate a refurbished radio via the internet. This is a very viable option, and could cost several hundred dollars less than a new APEX. One of the things that needs to be taken into consideration however concerns warranty. Most refurbished radios carry very limited warranties, with some only guaranteeing that they won't arrive "dead".

The only other issue may encompass final design options, specifically with regard to rear lighting. Depending on the final layout of the vehicle, and how the truck is designed, you may wish to add or change lighting. We can figure that out after you have the vehicle in your possession.

I believe that you will be quite pleased with the final lighting package design. The light bar is state of the art, and offers many capabilities. The additional components are also quite beneficial. In order for you to get a better idea as to what your truck will look like, I would encourage you to stop by at Hibbing Fire and EMS and take a look at their BC-1 Squad. Your truck will look quite similar to theirs. In fact, if you would like, I would be happy to coordinate a time when I can meet some representatives from your department at Hibbing Fire and show you the squad, and you can talk with the guys about it. Let me know if you would like me to do that.

After you take possession of your truck, and do anything that you wish to it (decals, etc.), I will pick the truck up and bring it to where I will be doing the installation (as I have with other clients).

If you do decide to hire me to do this package, please sign the estimate/quote, indicate when you would like me to order the components, and return the quote/estimate to me via email.

Thank you again for allowing me to provide you with this quote/estimate. If you have any questions, please feel free to contact me at 218-966-2246.

Sincerely yours,

Phil Olsen
Mid State Emergency Vehicle Systems, LLC.
3826 4th Avenue East
Hibbing, MN. 55746-2927
Cell- 218-966-2246
Fax- 218-263-8385

Z/TECH

8425 Enterprise Dr. N.
Virginia, MN 55792
(218) 741-7438

Customer's Order No. <i>Fire Dept Bid</i>		Date <i>5/27/15</i>				
Name <i>City of Mt. Iron</i>						
Address						
Phone:						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
<i>1-</i>	<i>Access Lorado Tonneau Cover Installed</i>			<i>\$519.-</i>	<i>\$479.-</i>	
<i>1-</i>	<i>Back Rack Cab Protector</i>			<i>\$349.-</i>	<i>\$309.-</i>	
<i>1-</i>	<i>Back Rack Tonneau Adapter Brackets</i>			<i>\$89.-</i>	<i>\$69.-</i>	
<i>1-</i>	<i>Install Back Rack & Tonneau Adapters</i>			<i>\$60.00</i>	<i>\$45.-</i>	
					<i>\$902.00</i>	
All claims and returned goods MUST be accompanied by this bill.				TAX		
005333 Received By				TOTAL	<i>\$902.00</i>	

Thank You

**COUNCIL LETTER 072015-VIA
COUNCILOR ZUPANCICH
RESOLUTION NUMBER 15-15**

DATE: July 16, 2015
FROM: Councilor Zupancich
Craig J. Wainio
City Administrator

Councilor Zupancich requested this item be placed on the Agenda. Background information enclosed.



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 15-15

OPPOSING THE CLOSURE OF THE DULUTH MAIL PROCESSING AND DISTRIBUTION PLANT

WHEREAS, the United States Postmaster General has closed the Duluth mail processing and distribution plant on January 1, 2015, as part of the United States postal service plan to close four regional processing plants; and

WHEREAS, mail delivery times for the City of Mountain Iron have dramatically deteriorated from two to three day delivery to five to seven day delivery; and

WHEREAS, this closure has significantly impacted the City operations due to late legal notices and meeting agendas; and

WHEREAS, the United States Postal Service is required to consider any and all harmful consequences a closure would have on rural communities and this would adversely affect many small rural post offices in Northern Wisconsin and Northern Minnesota that currently receive their mail from the Duluth facility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron hereby urges the Honorable Senators Klobuchar and Franken, the Honorable Representative Nolan, the postmaster general and the United States postal service to reconsider and re-evaluate the closure of the Duluth, MN mail processing and distribution plant.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF JULY, 2015.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 072015-VIB

PARKS AND RECREATION

PAVILION QUOTES

DATE: July 16, 2015

FROM: Park and Recreation

Craig J. Wainio
City Administrator

Enclosed, please find two quotes for a 30 by 40 pavilion to be locate at the South Grove Recreation Complex. The Pavilion is budgeted for in the 2015 Capital Improvement Budget. It is recommended that the pavilion quote be awarded to Midwest Playscapes at the quoted price of \$25,322.50.



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

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

E-mail: playscapes@earthlink.net

Quotation



Project: City of Mt. Iron

Contact: Mike Downs

Ship To: 8586 Enterprise Dr S
 Mt. Iron, MN 55768

Email: mdowns@ci.mountain.iron.mn.us

Phone: 218-748-7570

Fax:

Bill To: 8586 Enterprise Dr S
 Mt. Iron, MN 55768

Shipping Contact Name:

Date: 7/9/2015

Qty	Design/Item #	Description	Price each	Total
1	30' X 40' Orlando	HR 36 Roof. 4:12 Roof Pitch. 7'6" Eave Helght. 24 Ga. Trim Facia. 6 Columns. Surface Mount. TGIC Poly Powder Coat with zinc rich primer		\$ 22,050.00
1		Structural Calculations		\$ 750.00
		Northeast Service Coop Discount		\$ (1,102.50)

Subtotal \$ 21,697.50

Freight \$ 3,625.00

Sales Tax

Local Sales Tax

Total \$ 25,322.50

Tax Exempt # _____

* Please provide certificate

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

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced seperately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3to4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. If we can be of Other Assistance, please feel free to contact us.

Signed: _____
 Scott Winter

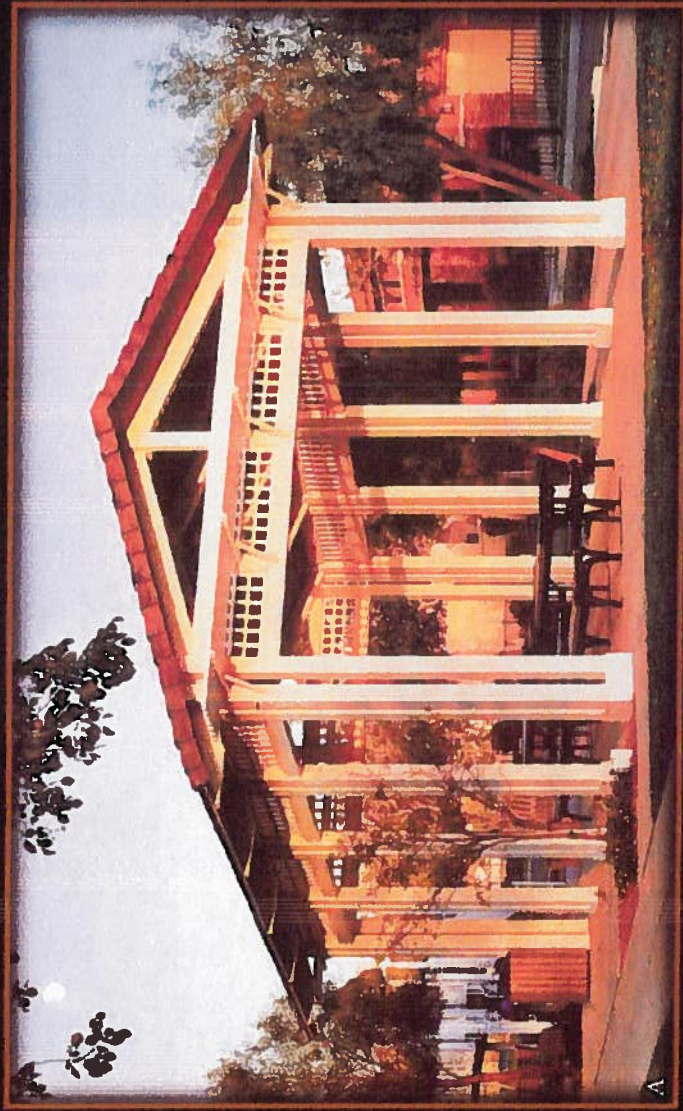
Accepted _____
 Date: _____
 Printed Name: _____

ORLANDO

The simplified design of the Orlando results in a clean, economical model, using the same exceptional craftsmanship and high quality materials that are standard on all of our designs.

- Cost-effective design
- Small and large sizes available
- Cable end may be enclosed
- Easily customized
- Measured eave to eave

▼ Athens, Aspen, Bloomfield, CO: Custom 20' x 20' Orlando model with chord beam and kingpost. HR-36 roof in Cool Dark Bronze color w/ 4:12 pitch. Stone surrounds by others.



Prospector Park at Vernalis, Goodyear, AZ: This extensively customized 22' x 26' 10" model features trellis and vinyl lattice ornamentation, along w/ 2" & 3" post construction. Site-painted white frame & Cedarlike shake roof (by others) on T & G subroof

STANDARD MODELS



B

Adams, GA: This 20' x 30' six-post model shelters large gatherings at this community park. Regal Blue HR-36 roof.



C

Community Park, Moulton, AL: This 24' x 50' six-post model features a Terra Cotta HR-36 steel roof.



D

Castle Rock, CO: This standard 12' x 20' is ideal for budget-minded clients who value low maintenance and vandal resistance. Dark Bronze HR-36 roof.

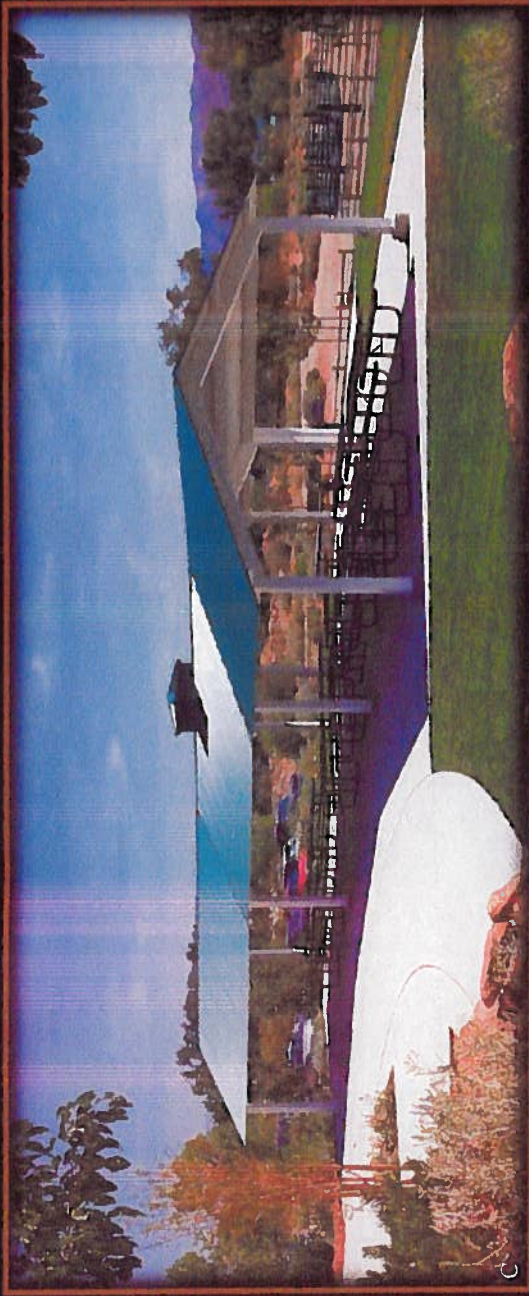
ORLANDO MODELS, CONTINUED



A Tennis Center, Chandler, AZ: 6' x 8' models shown with optional standing seam roof and Colonial Red roof color.



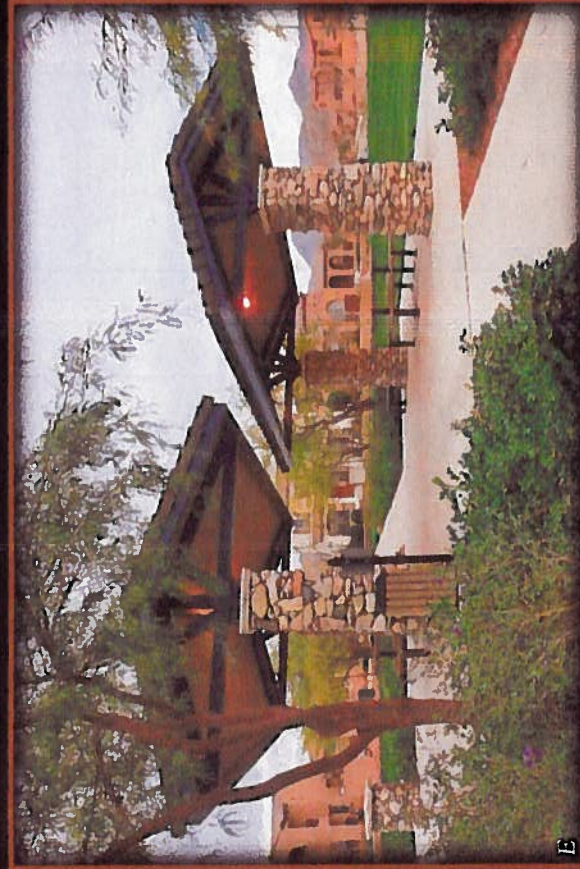
B Harris Branch Park, Austin, TX: This 24' x 45' model easily accommodates large groups.



C Bartley Ranch, Reno, NV: Designed in a forward-swept wing configuration, this 24' x 76' model creates shade for a large group, then adds a wing that can be used by speakers or a cook, or simply more people. Shown with Jade Green corrugated steel roof and square New England-style cutpola.



D Pinon Rest Area, Pueblo, CO: Several inexpensive 12' x 12' Orlando 2-post models provide shade for small groups at a rest stop along I-25. Custom blue R-panel roofs match rest area buildings.



E Verrado, Goodyear, AZ: Custom 2-post 14' x 25' models are focal points for this community park space. Models feature custom stone column surrounds, roof tile (by others) and T & G subroof.

St. Croix Recreation Fun Playgrounds INC.
 225 N. Second Street
 Stillwater, MN 55082



Estimate

Date	Estimate #
7/13/2015	881

Bill To
CITY OF MOUNTAIN IRON ACCOUNTS PAYABLE 8586 ENTERPRISE DRIVE S. MOUNTAIN IRON, MN 55768

Ship To
CITY OF MOUNTAIN IRON ATTN: CRAIG WAINIO MOUNTAIN IRON, MN 55768

Terms	Rep	Project
Net 30		

Item	Description	Qty	Rate	Total
CW GA-3040-SW	STEELWORX GABLE SHELTER, 30' X 40', W/8'0" EAVE HEIGHT, 4:12 ROOF PITCH, W/POLYESTER POWDER COATED FRAME, W/24 GA MULTIRIB PRECUT METAL ROOFING, 6 POST DESIGN		28,521.74	28,521.74T
MN Drawings	MN Eng Seals Footings & Calcs (OPTIONAL)	0	1,250.00	0.00T
STATE CONTRACT	STATE CONTRACT #72713		-3,137.39	-3,137.39T
Freight			2,100.00	2,100.00T

QUOTES ARE EFFECTIVE FOR 30 DAYS!	
E-mail	Web Site
cj@stcroixrec.com	www.funplaygrounds.com
Phone #	Quotes valid for 30 days. Sales Tax subject to change. Add if not exempt or supply Exemption Certificate if not on file.
16514301247	

Subtotal	\$27,484.35
Sales Tax (0.0%)	\$0.00
Total	\$27,484.35

COUNCIL LETTER 072015-VIC

PUBLIC UTILITIES

AMI EQUIPMENT

DATE: July 16, 2015

FROM: Mike Downs
Director of Public Works

Craig J. Wainio
City Administrator

The Public Utilities Department would like to proceed to phase two of the Automatic Metering Infrastructure plan. Enclosed is a quote for the equipment needed to proceed with the next phase. It is recommended that the City Council awards the quote to HD Supply.



Bid Proposal for Iperl/Electric Meters

MOUNTAIN IRON CITY OF
Bid Date: 07/15/2015
HD Supply Bid #: 26078

HD Supply Waterworks
15800 W 79th St
Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Seq#	Qty	Description	Units	Price	Ext Price
10		WATER			
30	170	3/4 IPERL MTR 1000G TERM-SCREW 3-WIRE CONN,7-1/2"LL, LESS CBL I2S3GLXX	EA	110.00	18,700.00
50		ELECTRIC			
70	358	ICONA 12S 200 120V ELEC MTR W/ FLEXNET	EA	113.00	40,454.00
80	370	FORM 2S, ICON 200A METER	EA	83.00	30,710.00
				Sub Total	89,864.00
				Total	89,864.00

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



Minnesota Department of Public Safety



State Fire Marshal Division Application for Permit Display of Outdoor Fireworks

Instructions: Complete this application, attach the permit fee, proof of bond or insurance in the specified amount, a copy of the plan for the use of pyrotechnics, and submit to the address below at **least 16 days** prior to the date of the display. If approved, permits will be issued to the Sponsoring Organization named on the application.

Minnesota Department of Public Safety
State Fire Marshal Division
444 Cedar Street, Suite 145, St. Paul, MN 55101

Name of Sponsoring Organization: City of Mountain Iron
Address of Sponsoring Organization: 8586 Enterprise Dr S, Mountain Iron, MN 55768
Name of Authorized Agent – Sponsoring Organization: Mira LaCous, Hollywood Pyrotechnics, Inc.
Address of Agent: 1567 Antler Point, Eagan, MN 55122
Phone Number: 651-454-7976 Fax: 651-454-7975 e-mail: Mira@HollywoodPyrotechnics.com

Location of Display: Open land owned by US Steel west of Mountain Iron along main road.

Date and Time of Displays: August 8th, 2015 Approximately 9:00pm – or as requested by city Rain date of August 9th is planned.

Manner and Place of Storage of Fireworks / Pyrotechnic Special Effects Prior to Display:
Firework effects will be transported from off site storage (HPI BATF compliant Magazine) to the shoot site the morning of the display.

Type and Number of Fireworks / Pyrotechnic Special Effects to be Discharged:
All product is 1.3G, designed for outdoor aerial use. Sizes up to 6" will be used, requiring 420 feet safety distance per NFPA 1123 and MN Statues.

Minnesota Statute (MS 624.20) requires fireworks displays to be conducted under the direct supervision of a fireworks operator certified by the Minnesota State Fire Marshal.

Name of Supervising Operator: Robert Rowe MN Certificate Number: B 0599

Signature of Authorized Agent: _____ Date: 7-13-2015

Required Attachments:

1. Permit Fee: \$ _____
2. Proof of bond or insurance in the amount of \$1.5 million (minimum)
3. Plan for the location and safety distance of pyrotechnics. (Required by NFPA 1123).

If this application is approved and a permit issued, I understand and agree to ensure that the fireworks display for which this application has been filed will be conducted in full compliance with Minnesota Statute 624.20 - 25, the Minnesota State Fire Code, and National Fire Protection Association Standard 1123.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief: _____ Date: _____

Signature of issuing authority: _____ Date: _____



Mira LaCous
President / Display Operator

Hollywood Pyrotechnics, Inc.
1567 Antler Point
Eagan, MN 55122
mira@hollywoodpyrotechnics.com
651-454-7976 or 651-454-7975 fax
1-866-PYRO411 (797-6411) toll-free

Site Survey Mountain Iron – Fireworks August 8th, 2015



The display site is a cleared area of land to the West of the City of Mountain Iron. Two key areas are used. A forward position on the access road to the US Steel rail tracks are low level area multi-shot cakes and smaller firework effects, requiring 210 ft safety or less per NFPA 1123. A position on or near the old roadway to the West will contain the mortar positions up to 6" in diameter. The 6" mortars require 420 feet of safety distance per NFPA 1123. The Road around the display site will be closed before the show begins. A grass fire rig is requested to be on site for assistance with any brush fires. Grass / weeds in the immediate area of the display should be cut and cleared prior to setup. Display is fired electrically with all crew acting as spotters and fire watch. All mortars are 100% preloaded before the show begins. The display can be fired in rain, if required.

Certificate of Insurance

7740

Issue Date: 7/13/2015

PRODUCER
Professional Program Insurance Brokerage
371 Bel Marin Keys Blvd., Suite #220
Novato, California 94949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Hollywood Pyrotechnics, Inc.
1567 Antler Point
Eagan, MN 55122

INSURER A: Underwriter's at Lloyd's, London

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/15-0062	5/15/2015	5/15/2016	EACH ACCIDENT	\$2,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is additional insured as respects the following:

Date(s) of Display:	8/8/2015
Location:	Open land - west of Mountain Iron along Main Road. Property owned by US Steel.
Additional Insured:	City of Mountain Iron, 8586 Enterprise Dr. S., Mountain Iron MN 55768 ; United States Steel, 8819 Old Hwy 169, Mountain Iron MN 55768
Rain Date(s):	8/9/2015
Type of Display:	Aerial Fireworks Display

CERTIFICATE HOLDER
City of Mountain Iron, 8586 Enterprise Dr. S., Mountain Iron MN 55768

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


 AUTHORIZED REPRESENTATIVE

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

STATE FIRE MARSHAL

Fireworks Operator License
Search By Name Results

Your search for rowe resulted in 1 hits

Name	Certificate Type	Certificate #	Issue Date	Expiration Date	Certification Status
Rowe, Robert B	Both (Indoor & Outdoor)	0599	8/3/2012	8/2/2016	Valid

Records 1 to 1 of 1

[\[NEW SEARCH \]](#)

Last Modified: January 06, 2014 .

For additional information, contact **Robert Dahm**, Minnesota State Fire Marshal Division, at Robert.Dahm@state.mn.us or (651)201-7200.

Minnesota State Fire Marshal Division
444 Cedar St., Suite 145
St. Paul, MN 55101-5145

651-201-7200 - voice
651-215-0525 - fax
651-282-6555 - TDD

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF Form 5400.14 (Rev. 11-10-10)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: 3-MN-115-50-7F-00082

Chief, Federal Explosives Licensing Center (FELC)
Christopher R. Reers

Expiration Date: June 1, 2017

Name: HOLLYWOOD PYROTECHNICS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
17677 IRONWOOD DRIVE
PINE CITY, MN 55063-

Type of License or Permit: 50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes)

HOLLYWOOD PYROTECHNICS INC
17677 IRONWOOD DRIVE
PINE CITY, MN 55063-

Licensee/Permittee Responsible Person Signature: *Mira LaCous*
Printed Name: Mira LaCous
Position/Title: *President*
Date: *9/1/2014*

ATF Form 5400.14 (Rev. 11-10-10)

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF Form 5400.14 (Rev. 11-10-10)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: 3-MN-115-51-7C-00435

Chief, Federal Explosives Licensing Center (FELC)
Christopher R. Reers

Expiration Date: March 1, 2017

Name: HOLLYWOOD PYROTECHNICS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
17677 IRONWOOD DRIVE
PINE CITY, MN 55063-

Type of License or Permit: 51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes)

HOLLYWOOD PYROTECHNICS INC
17677 IRONWOOD DRIVE
PINE CITY, MN 55063-

Licensee/Permittee Responsible Person Signature: *Mira LaCous*
Printed Name: Mira LaCous
Position/Title: *President*
Date: *9/1/2014*

ATF Form 5400.14 (Rev. 11-10-10)

MIB Quarterback Club

5720 Marble Ave.

Mountain Iron, MN 55768

Fall temperatures are going to be upon us, and that means another year of exciting RANGER FOOTBALL. The team will take to the field for our first home game on Friday, September 4th, 2015 against Cherry, followed by our Hall of Fame Game on Saturday September 19th, 2015. Come watch the team take on a challenge of another season.

The MIB Quarterback Club would like to encourage you to become a 2015 Football Sponsor and help us support the football program that involves youth of all ages. Your contribution will assist us in purchasing safety equipment such as helmets, pads, and other football equipment, as well as defraying traveling expenses. The cost of the program is growing considerably each year and the team would like your help. Please be aware that this does not include only one group, we work to provide necessary items which are not covered under the school budget for all levels of the sport. Please consider a donation to the MIB Football Program.

\$25.00 Safety Zone Club

\$50.00 Field Goal Club

\$100.00 Touchdown Club

All of the businesses that donate will be recognized on our football program as well as on a banner that will be displayed at our football field. The MIB Quarterback Club greatly appreciates your consideration, and thanks you in advance for your contribution.

Sincerely,

MIB Quarterback Club Coaches and Members

NOTE: In 2014 the City gave them \$100.00. GMC

2015 Mt.Iron/Buhl Football Supporter

Name of Business/Organization_____

Address_____

Level of Contribution (Please Check One)

_____ Safety Zone Club (\$25.00)

_____ Field Goal Club (\$50.00)

_____ Touchdown Club (\$100.00)

Please Mail To:

Mt.Iron/Buhl Quarterback Club

c/o Mt. Iron-Buhl High School

5720 Marble Ave.

Mt.Iron, MN 55768