

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
JULY 20, 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; Michael Downs, Director of Public Works; Rod Flannigan, City Engineer; Sally Yuccas, Librarian Director/Special Events Director; Greg Chad, Fire Chief; and John Backman, Sergeant.

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

1. Approve the minutes of the July 6, 2015, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period July 1-15, 2015 totaling \$1,003,648.53, (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period July 1-15, 2015, totaling \$494,552.80, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

No one wished to speak at the public forum.

The Mayor reported on the following:

- Condolences to the families of Leroy Strumbell, long-time barber and resident of Mountain Iron, John Takala, long-time resident of Mountain Iron, Dick Lundquist, former Mountain Iron teacher, Lillian Edstrom, former Mountain Iron elementary teacher and Mae Gunnerson, long-time resident.
- Congratulations to Darlene Anderson on her 80<sup>th</sup> birthday and to Bill Riccio on his 96<sup>th</sup> birthday.
- Recommendation to enjoy the West II Rivers Campground. This year's caretakers are doing a wonderful job. Reservations taken through the third week in September at 218-735-8831.

The City Administrator reported that construction season has started. Ulland Brothers has started construction on the Co. Rd. 102 project for the Minntac entrance gate and there will be lane closures. The Mountain Iron Drive project will begin soon and there will also be lane closures there, but there will always be access to the businesses along the street. The storm sewer project in the downtown area will also start soon.

Minutes – City Council

July 20, 2015

Page 2

The Director of Public Works reported that work has progressed on the street lights along Enterprise Drive North. The cable and bases are in and the lights will be next.

The Library Director/Special Events Coordinator reported that the summer reading program at the library is wrapping up, with an awards program scheduled. She also reported that plans for the 125<sup>th</sup> City Celebration/Merritt Days are progressing well. There will be extensive coverage of the events in the Hometown Focus. The Gin Blossoms are scheduled to be the headliners for the street dance on August 8<sup>th</sup>.

It was moved by Zupancich and seconded by Prebeg to grant the Merritt Day's Committee's request to block Main Street from Marble Avenue to Mesabi Avenue and extend the Mountain Avenue blocking north to Locomotive Street beginning at 7:00 a.m. on Friday, August 7, 2015 until Sunday, August 9, 2015. The motion carried.

Discussion took place concerning the fire department's request to purchase a pick-up truck. Chief Chad stated the new truck would replace the 1985 blue Chevrolet truck currently being used. Stanaway stated that there had been many discussions on this purchase and the fire department is recommending it.

It was moved by Stanaway and seconded by Prebeg to purchase a 2016 Ford F-350 Crew Cab pick-up truck from Lundgrens at the quoted price of \$29,050.24, with the Slide In unit from Heiman at a price of \$12,468.90, lighting package from Vehicle Systems, LLC at a price of \$5,930.00 and accessories package from Z-Tech at a price of \$902.00, total purchase price of \$48,351.14, for the fire department. The motion carried unanimously on a roll call vote.

Under Liaison Reports, Stanaway stated that a road closed sign was posted on County Road #102 near the Minntac entrance gate. Prebeg stated that the road will be closed from the entrance gate to the old downtown area of Mountain Iron.

Also as a liaison report, Stanaway stated that interviews were conducted for additional firefighters, but it was decided not to hire any until this fall.

Zupancich requested the Council's support in opposing the closure of the Duluth Mail Processing and Distribution Plant because of the delays in mail delivery. He stated that a resolution sent to Representative Nolan, Senator Klobuchar and Senator Franken may help in restoring the plant.

It was moved by Zupancich and seconded by Tuomela to adopt Resolution #15-15, Opposing the Closure of the Duluth Mail Processing and Distribution Plant, (a copy is attached and made a part of these minutes). The motion carried.

The City Administrator stated that the Parks and Recreation Board have recommended the purchase of a pavilion to be located at the South Grove Recreation Complex and that the item is in the budget for 2015.

It was moved by Prebeg and supported by Tuomela to purchase a 30' x 40' pavilion to be located at the South Grove Recreation Complex from Midwest Playscapes, Inc. for the quoted price of \$25,322.50. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and supported by Tuomela to purchase the automatic metering equipment needed to proceed with the next phase of the automatic metering infrastructure plan from HD Supply at the quoted price of \$100,000.00. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and supported by Zupancich to approve the Fireworks Permit from the State Fire Marshal, Application for Permit, Display of Outdoor Fireworks, for the fireworks display for the City's 125<sup>th</sup> Celebration/Merritt Days on August 8, 2015. The motion carried.

It was moved by Zupancich and supported by Stanaway to donate \$100 to the MIB Quarterback Club for the MIB football program, the funds to come from the charitable gambling fund. The motion carried unanimously on a roll call vote.

At 6:58 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:

Judy Seurer  
Accounting Technician

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

### COMMUNICATIONS

1. MIB Quarterback Club, a letter requesting a donation to the MIB Football Program.

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	171,444.01
PERMITS	BUILDING	4,839.88
PERMITS	VENDOR	100.00
CAMPGROUND RECEIPTS	FEES	4,356.24
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP	127.20
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR	317.35
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	418.45
BUILDING RENTALS	COMMUNITY CENTER	1,850.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	65.50
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	91.04
METER DEPOSITS	ELECTRIC	1,650.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	500.00
MISCELLANEOUS	REIMBURSEMENTS	600.00
MISCELLANEOUS	ASSESSMENT SEARCHES	50.00
MISCELLANEOUS	SPEC. EVENT-FUNDS NOT USED-CR	40.00
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	125.87
METER DEPOSITS	WATER	80.00
PERMITS	SPECIAL EVENTS	25.00
TAXES	TAX LEVY	525,159.26
TAXES	TAXES RECEIVABLE-DELINQUENT	3,927.74
TAXES	MISCELLANEOUS TAXES	3,528.06
TAXES	BOND LEVY	188,748.42
TAXES	PENALTIES & INTEREST	346.17
TAXES	PENALTIES & INTEREST-378 FUND	309.92
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	16,063.28
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	1,416.80
TAXES	TIF #14 INCREMENT COLLECTED	56,235.05
TAXES	DUE TO MOUNTAIN IRON EDA	17,243.15
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	75.92
CD INTEREST	CD INTEREST 101	592.20
CD INTEREST	CD INTEREST 378	674.45
CD INTEREST	CD INTEREST 602	246.75
CD INTEREST	CD INTEREST 603	82.25
CD INTEREST	CD INTEREST 604	49.35
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	1,194.22
BUILDING RENTALS	SENIOR CENTER	50.00
FINES	ADMINISTRATIVE OFFENSE	50.00
MISCELLANEOUS	REC DEPT-ARCHERY FEES	275.00
Summary Totals:		<u>1,003,648.53</u>

Check Issue Date(s) 07/16/2015 - 07/28/2015

## Report Criteria:

Check Check No = 147165-147238

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
07/15	07/16/2015	147165	130011	UNITED STATES POSTAL SERVICE	602-20200	403.34
07/15	07/17/2015	147166	1135	A & L PROPERTY MANAGEMENT	604-20200	16.11
07/15	07/17/2015	147167	10056	A T & T MOBILITY	101-20200	1,266.92
07/15	07/17/2015	147168	724	ADAM ARCHIBALD	604-20200	187.02
07/15	07/17/2015	147169	728	ADAM OR ABIGAIL LUECKEN	601-20200	113.33
07/15	07/17/2015	147170	130017	AMERICAN BANK	101-20200	53.77
07/15	07/17/2015	147171	733	ANDREA JANEZICH	101-20200	100.00
07/15	07/17/2015	147172	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	93.91
07/15	07/17/2015	147173	10023	ARROWHEAD REGIONAL DEVELOPME	101-20200	10,000.00
07/15	07/17/2015	147174	735	AUTUMN MCGREGOR	101-20200	100.00
07/15	07/17/2015	147175	734	B.G.'S BAR AND GRILL	101-20200	200.00
07/15	07/17/2015	147176	20022	BENCHMARK ENGINEERING INC	301-20200	3,427.50
07/15	07/17/2015	147177	725	BRETT & CATHARINE KAROW	604-20200	84.85
07/15	07/17/2015	147178	30084	CARDMEMBER SERVICE	603-20200	7,855.68
07/15	07/17/2015	147179	8054	CASEY LEE ARO	101-20200	75.00
07/15	07/17/2015	147180	170001	CENTURY LINK	101-20200	500.23
07/15	07/17/2015	147181	30082	CITY OF EVELETH	101-20200	372.60
07/15	07/17/2015	147182	220003	CITY OF VIRGINIA	101-20200	60.58
07/15	07/17/2015	147183	40031	DAHL'S SUNRISE DAIRY	101-20200	105.55
07/15	07/17/2015	147184	730	DAVID TESKA	604-20200	148.27
07/15	07/17/2015	147185	40058	DISTINGUISHED TROPHY CO	101-20200	354.00
07/15	07/17/2015	147186	50052	EMERGENCY APPARATUS	101-20200	5,661.40
07/15	07/17/2015	147187	60006	FISHER PRINTING COMPANY	602-20200	610.00
07/15	07/17/2015	147188	60061	FLAGSHIP RECREATION LLC	101-20200	202.00
07/15	07/17/2015	147189	70004	GRANDE ACE HARDWARE	101-20200	11.98
07/15	07/17/2015	147190	80032	HARTIKKA, TERRY	101-20200	800.00
07/15	07/17/2015	147191	731	HARVEY G. JOHNSON, JR.	604-20200	131.71
07/15	07/17/2015	147192	80022	HAWKINS INC	602-20200	1,712.26
07/15	07/17/2015	147193	80010	HOMETOWN ELECTRIC	602-20200	562.71
07/15	07/17/2015	147194	80037	HOMETOWN MEDIA PARTNERS	101-20200	48.00
07/15	07/17/2015	147195	732	JESS & CARA NUNO	604-20200	129.39
07/15	07/17/2015	147196	100023	JIM'S CLEANING	101-20200	100.00
07/15	07/17/2015	147197	727	KAREN KNIEFEL	604-20200	330.26
07/15	07/17/2015	147198	110036	K-ENGRAVING & TROPHY SHOP	101-20200	288.00
07/15	07/17/2015	147199		Information Only Check	101-20200	.00 V
07/15	07/17/2015	147200	120006	L & M SUPPLY	101-20200	2,472.16
07/15	07/17/2015	147201	120005	LEAGUE OF MN CITIES INS TRUST	602-20200	2,500.00
07/15	07/17/2015	147202	726	LEAH LEHMAN	604-20200	72.18
07/15	07/17/2015	147203	130004	MESABI DAILY NEWS	101-20200	143.75
07/15	07/17/2015	147204	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
07/15	07/17/2015	147205	110035	MIDWEST COMMUNICATIONS	101-20200	343.75
07/15	07/17/2015	147206	130133	MIDWEST PLAYSCAPES INC	101-20200	3,003.97
07/15	07/17/2015	147207	140026	MINNESOTA ENERGY RESOURCES	101-20200	72.62
07/15	07/17/2015	147208	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	1,250.00
07/15	07/17/2015	147209	130009	MINNESOTA POWER (ALLETE INC)	301-20200	85,011.39
07/15	07/17/2015	147210	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	113.40
07/15	07/17/2015	147211	130010	MINNESOTA UC FUND	101-20200	2,907.80
07/15	07/17/2015	147212	130075	MN DEPT OF LABOR AND INDUSTRY	101-20200	100.00
07/15	07/17/2015	147213	130031	MOUNTAIN IRON ECONOMIC DEV	102-20200	73,478.20
07/15	07/17/2015	147214	130015	MOUNTAIN IRON PUBLIC UTILITIES	603-20200	15,960.82
07/15	07/17/2015	147215	140073	NATIONAL FIRE SAFETY COUNCIL	101-20200	150.00
07/15	07/17/2015	147216	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	245.51
07/15	07/17/2015	147217	140055	NORTHERN VISUAL SERVICES LLP	101-20200	80.00
07/15	07/17/2015	147218	40032	OFFICE OF MN.IT SERVICES	101-20200	537.51

M = Manual Check, V = Void Check

Check Issue Date(s): 07/16/2015 - 07/28/2015

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
07/15	07/17/2015	147219	160066	PACE ANALYTICAL SERVICES	602-20200	328.20
07/15	07/17/2015	147220	160003	PERPICH TV & MUSIC INC	101-20200	222.96
07/15	07/17/2015	147221	9022	RANGE MENTAL HEALTH CENTER	604-20200	142.54
07/15	07/17/2015	147222	20015	ROBERT BROWN	101-20200	300.00
07/15	07/17/2015	147223	729	SCOTT FREDRICKSON	604-20200	148.25
07/15	07/17/2015	147224	190045	SERVICE SOLUTIONS	101-20200	23.00
07/15	07/17/2015	147225	736	SHERRI & PAUL HOFER	101-20200	154.53
07/15	07/17/2015	147226	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
07/15	07/17/2015	147227	1152	ST LOUIS COUNTY PHHS	604-20200	130.06
07/15	07/17/2015	147228	723	STEVEN TEDMAN	101-20200	50.00
07/15	07/17/2015	147229	190061	SULLIVAN CANDY & SUPPLY	101-20200	155.36
07/15	07/17/2015	147230	200020	THE TRENTI LAW FIRM	301-20200	4,893.55
07/15	07/17/2015	147231	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	4,095.00
07/15	07/17/2015	147232	210040	UNITED STATES TREASURY	101-20200	172.64
07/15	07/17/2015	147233	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	70,605.38
07/15	07/17/2015	147234	220020	VISA OR AMERICAN BANK CC PMT	602-20200	1,712.52
07/15	07/17/2015	147235	60038	WRIGHT EXPRESS FINAN SERV CORP	604-20200	7,109.53
07/15	07/17/2015	147236	240001	XEROX CORPORATION	604-20200	623.60
07/15	07/21/2015	147237	30004	CITY OF MOUNTAIN IRON	101-20200	455.00
07/15	07/21/2015	147238	737	GRAND RAPIDS GIRLS FAST PITCH	101-20200	75.00

Totals:

359,946.55

Payroll - PP Ending 7/17/15

115,395.48

Elec. Transfer - Sales Tax

19,210.77

TOTAL EXPENDITURES

\$494,552.80

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Check.Check No = 147165-147238



# 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 20<sup>th</sup> DAY OF JULY, 2015.**

ATTEST:

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

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

**COUNCIL LETTER 080315-IVA1**

**ADMINISTRATION**

**TECHNOLOGY UPGRADES**

**DATE:** July 30, 2015  
**FROM:** Craig J. Wainio  
City Administrator

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Staff is requesting two technology upgrades to help the City run more efficiently and to ensure the security of our operations. The first is a fiber drop to the City Garage. This drop will allow us to replace the most important link in our network, the one between the City Hall and the City Garage. Currently the link is handled by a wireless system that was installed in the early 2000's and is hopelessly outdated and no longer supported. Staff is requesting authorization for NESC to install a fiber connection to the City Garage at the quoted price of \$12,346.60.

Secondly to increase efficiency and security, staff is requesting authorization to replace our existing 2003 business and exchange server with a new updated HP server. The current server is no longer supported by Microsoft and thus is susceptible to security breaches. Staff is requesting the server be replaced at a quoted price of \$15,131.

The 2015 Capital Improvement Budget has a balance of \$44,000 for technology improvements.



### BUDGETARY ESTIMATE FORM

ESTIMATE PREPARED BY: Melissa Cox      DATE PREPARED: 5/5/2015      EXPIRATION DATE: 7/1/2015

NAME: Melissa Cox

CONTACT INFORMATION:  
 TELEPHONE NUMBER: 218-748-7609  
 EMAIL: mcox@mgsc.k12.mn.us      CELL: \_\_\_\_\_

ENTITY NAME: City of Mountain Iron

ENTITY ACNA CODE: \_\_\_\_\_

ENTITY CONTACTS:  
 PRIMARY CONTACT: Craig Welinlo  
 TELEPHONE NUMBER: 218-748-7570  
 EMAIL: CWelinlo@ci.mountainiron.mn.us      CELL: \_\_\_\_\_

SECONDARY CONTACT: \_\_\_\_\_  
 SECONDARY TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

ESTIMATED PRICING INFORMATION	A Location	TERM	Speed	MRC	MRC/ATC	COMMENTS
<b>SITE REQUESTED:</b> Mountain Iron City Garage  Broadband Internet Service provides direct Internet Access from central local office  8866 State Street, Mountain Iron, MN		60 month	50Mbps	\$557.94	\$ 12,346.60	

**NOTE:** The pricing provided is an initial budgetary estimate. At the entity's request a Field Engineering Survey (FES) could be performed, the cost would be \$500 per site/connection. The FES would produce a final quoted cost. During the FES, it would also determine on a first site basis any additional inside wiring or customized installation requirements. If any additional work is required, then that would get added onto the NRC/Aid to-Construct.

# QUOTATION



QUOTE #	AAAQ6549
DATE	12/22/2014

Thank you for your business!  
cwtechnology.com

**Prepared For:** Craig Wainio  
City of Mountain Iron  
8586 Enterprise Drive S  
Mountain Iron, MN 55768  
Phone: (218) 748-7575  
Email: cwainio@ci.mountain-iron.mn.us

**Sales Rep:** McKenzie Kapsner  
Phone: 218-728-7123  
Email: mckenzie@cwtechnology.com

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Server: DC/File/Print Plus Hosted Exchange			
1	HP ProLiant ML350p G8 5U Tower Server - Intel Xeon E5-2620 v2 2.10 GHz - 2 Processor Support - 8 GB Standard - Smart Array P420i/512MB FBWC Serial Attached SCSI (SAS) RAID Supported Controller - Gigabit Ethernet - RAID Level: 0, 1, 1+0, 5, 5+0, 6, 6+0 - 460 W	\$1,900.00	\$1,900.00
1	HP Care Pack - 5 Year - 9 x 5 - On-site - Maintenance - Parts & Labor - Physical Service	\$1,116.00	\$1,116.00
2	HP 8GB 1RX4 PC3L-12800R-11 KIT - 8 GB - DDR3 SDRAM - 1600 MHz DDR3-1600/PC3-12800	\$145.00	\$290.00
4	HP 300 GB 2.5" Internal Hard Drive - SAS - 10000 rpm	\$299.00	\$1,196.00
1	HP Hot Plug Redundant Fan Kit	\$135.00	\$135.00
1	HP Redundant Power supply	\$240.00	\$240.00
DC/File Server:			
1	Microsoft Windows Server 2012 Standard - License - 2 Processor - Local Government - Microsoft Open License for Government - English	\$704.00	\$704.00
15	Microsoft Windows Server 2012 - License - 1 User CAL - Volume, Local Government - MOLP: Open License for Government - PC - English	\$27.00	\$405.00
Hosted Exchange			
33	Annual subscription for Hosted Exchange: \$48/year/email account - Maximum email size - 25MB - Maximum mailbox size - 50GB (Email archival can be purchased if needed.)	\$48.00	\$1,584.00
33	Migration Tool *Migration Exchange 2003 email to Hosted 365 Exchange email	\$17.00	\$561.00
1	Estimated Installation Network Upgrade/Configuration 45-48hrs **Any labor done after hours is time and half, work done on Sundays is double time.	\$7,000.00	\$7,000.00

\*Returns of in-stock items will be accepted within 10 days of purchase, if merchandise is unopened.  
 \*Special order items must be paid for when ordered and cannot be returned.  
 \*Defective merchandise must be returned within 14 days of receipt.  
 \*Finance charges of 1.5% per month will be levied on the unpaid balance of all accounts past due.  
 \*Travel time billed half rate plus mileage.  
 \*CW Technology makes NO WARRANTY either expressed or implied, regarding the performance or suitability for any purpose of the above products. The customer assumes the responsibility for understanding the warranty, if any, of the manufacturer.  
 \*Freight/Shipping costs not included in pricing.

# QUOTATION



QUOTE #	AAAQ6549
DATE	12/22/2014

Thank you for your business!  
cwtechnology.com

SUBTOTAL	\$15,131.00
SALES TAX	\$0.00
TOTAL	\$15,131.00

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

All information contained within this quote is valid for 30 days. Thereafter, all prices and applicable charges are subject to change. **MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.**

**COUNCIL LETTER 080315-IVF1**  
**UTILITY ADVISORY BOARD**  
**MP CONTRACT EXTENSION**

**DATE:** July 30, 2015  
**FROM:** Utility Advisory Board  
Mike Downs  
Director of Public Works  
Craig J. Wainio  
City Administrator

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Enclosed, please find a letter for the extension of the power purchase agreement we have with Minnesota Power. The UAB is recommending that the City Council approve the agreement as presented.

## Craig J. Wainio

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**From:** Dan Travica (MP) <dtravica@mnpower.com>  
**Sent:** Monday, July 27, 2015 3:07 PM  
**To:** Craig J. Wainio  
**Subject:** Contract  
**Attachments:** Mountain Iron - letter agreement July 2015.pdf

Hi Craig,

As you know, Minnesota Power has been meeting with the municipal negotiating team to develop new electric service agreements that will supersede the existing agreements currently in effect. The existing contracts include a formula based capacity charge which changes each July 1 based on Minnesota Power's estimated capacity costs for the current year. The new capacity charge under the existing contract would change from \$19.18 per kW to \$22.81 per kW on July 1, 2015st without an amendment to the contract. The negotiating team has requested, and Minnesota Power has agreed to extend the current capacity charge of \$19.18 per kW for the month of July 2015. This change will require an amendment to the existing contract and the attached letter agreement will serve as the contract amendment and will be filed with Federal Energy Regulatory Commission.

Please see the attached letter agreement for additional details. Please give me a call if you have any questions. We believe that we are very close to an agreement with the negotiating team that will provide significant savings for the remaining term of the current contract as well as elimination of the capacity charge rate volatility and exposure to taconite industry downturns. Thank you for all the years of partnership to serve your community with reliable, competitive electric service. Our partnerships have made the regional economy stronger and we are committed to the growth and success of your community and our region for the long term.

Best regards,

***Dan J Travica***

***MN Power***

***Key Account Manager***

***Office Phone: 218 355 7060***

***Cell Phone: 218 839 8429***

***Fax Number: 218 355 7076***

***Email: [dtravica@mnpower.com](mailto:dtravica@mnpower.com)***



July 27, 2015

City of Mountain Iron  
Public Utilities  
Attn: Craig Wainio, City Administrator  
8586 Enterprise Drive South  
Mountain Iron, MN 55768

Re: Extension of Current Capacity Charge for July 2015

Dear Craig:

As you are aware, Minnesota Power and its municipal wholesale customers are in the process of negotiating new wholesale electric service agreements that will supersede the existing agreements that otherwise expire in 2019.

In connection with those negotiations, and in the spirit of good faith that we will reach an agreement in principal in the near term, Minnesota Power hereby agrees to extend the current capacity charge of \$19.18 for an additional month (retroactive to July 1, 2015 and extending through July 31, 2015), subject to the following provision: in the event that negotiations do not result in a new wholesale electric service agreement, the current formula rate contract will remain in place, the capacity charge will revert to \$22.81 per kW month effective August 1, 2015, and the annual true-up mechanism in the formula rate will continue to apply. For purposes of this paragraph, an agreement in principle of a term sheet outlining the provisions of the new agreement, signed by each municipal wholesale customer by August 31, 2015, shall satisfy the requirement of the reduced rate in July 2015. It is anticipated that a new wholesale electric service agreement will become effective retroactive to August 1, 2015, and that the \$19.18 per kW rate billed in July 2015 shall not be subject to the annual capacity true-up under the current contract.

Please indicate your acceptance of this proposed amendment to the current contract and the rate reduction for the month of July 2015 by executing below and returning a copy to me.

Sincerely,

Patrick K. Mullen  
Vice President - Marketing  
Minnesota Power

City of Mountain Iron - Public Utilities

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# 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 16-15

### ADOPTING ASSESSMENT

**WHEREAS**, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for Improvement Number MII3-07 the improvement of Unity Drive between the centerline of Diamond Lane and the centerline of Park Drive by construction.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2016, and shall bear interest at the rate of 4.25 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
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 treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer 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 next succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**DULY ADOPTED BY THE CITY COUNCIL THIS 3<sup>rd</sup> DAY OF AUGUST, 2015.**

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Mayor Gary Skalko

ATTEST:

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City Administrator

## **Notice of Hearing on Proposed Assessment**

Mountain Iron, Minnesota July 21, 2015

### **TO WHOM IT MAY CONCERN:**

Notice is hereby given that the council will meet at 5:30 p.m. on August 6, 2015 at 8586 Enterprise Drive South to consider, and possibly adopt, the proposed assessment for Improvement Number 13-07, the improvement of Unity Drive between the centerline of Diamond Lane and the centerline of Park Drive by construction. Adoption by the council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed is abutting property owners.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Mountain Iron 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. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.25 percent per year.

The proposed assessment roll is on file for public inspection at the city administrator's office. The total amount of the proposed assessment is \$39,702.23. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or administrator.

Craig J. Wainio  
City Administrator



## Unity Drive Extension Assessment Estimates

Name	Address	City	Parcel Code	Feet	Assessment	Final Assessment
Vernon Paschke	5471 Garden Drive	Mountain Iron MN 55768	175-0055-2520	52.5	\$439.32	\$439.32
City of Mountain Iron	8586 Enterprise Drive South	Mountain Iron MN 55768		204	\$1,707.06	\$1,707.06
Thomas R & Stefanie Nicolanci	8821 Unity Drive	Mountain Iron MN 55768	175-0070-01315	214.5	\$1,794.93	\$1,794.93
Thomas R & Stefanie Nicolanci	8821 Unity Drive	Mountain Iron MN 55768	175-0070-01325	861	\$7,204.82	\$5,000.00
Gerald E & Patricia A Claesson	5416 Garden Drive	Mountain Iron MN 55768	175-0070-01327	230	\$1,924.63	\$1,924.63
Amanda L Claesson	5416 Garden Drive	Mountain Iron MN 55768	175-0070-01326	230	\$1,924.63	\$1,924.63
ISD 712	5720 Marble Avenue	Mountain Iron MN 55768	175-0070-01430	1306	\$10,928.56	\$5,000.00
ISD 712	5720 Marble Avenue	Mountain Iron MN 55768	175-0071-00870	232	\$1,941.37	\$1,941.37
City of Mountain Iron	8586 Enterprise Drive South	Mountain Iron MN 55768	175-0055-02680	85	\$711.28	\$711.28
Brian K Burress	5472 Park Drive	Mountain Iron MN 55768	175-0055-02682	115	\$962.32	\$962.32
Brian Buffetta	8384 Balsam Drive	Mountain Iron MN 55768	175-0055-02705	149	\$1,246.83	\$1,246.83
Rita L Brabec	5481 Garden Drive	Mountain Iron MN 55768	175-0070-01495	137	\$1,146.41	\$1,146.41
Thomas R & Stefanie Nicolanci	8821 Unity Drive	Mountain Iron MN 55768	175-0070-01494	193	\$1,615.02	\$1,615.02
Theadore J & Julie A Erchul	8762 Unity Drive	Mountain Iron MN 55768	175-0070-01488	232	\$1,941.37	\$1,941.37
Corey & Alicia Atkins	8368 Spruce Drive	Mountain Iron MN 55768	175-0070-01481	232	\$1,941.37	\$1,941.37
Byron T Negen	5490 Davis Avenue	Mountain Iron MN 55768	175-0070-01491	66	\$552.29	\$552.29
Wayne W & Lynn M Pohia	8754 Unity Drive	Mountain Iron MN 55768	175-0070-01487	232	\$1,941.37	\$1,941.37
Daniel A Yernatich	8750 Unity Drive	Mountain Iron MN 55768	175-0070-01484	232	\$1,941.37	\$1,941.37
Leonard J Roskoski	8680 Unity Drive	Mountain Iron MN 55768	175-0070-01441	1303	\$10,903.46	\$5,000.00
Lyle Johnston & Sally L Aspin	5442 Diamond Lane	Mountain Iron MN 55768	175-0130-00350	116	\$970.68	\$970.68
Totals				6422	\$53,739.07	\$39,702.23

**COUNCIL LETTER 080315-VIB**

**ADMINISTRATION**

**MOU**

**DATE:** July 30, 2015  
**FROM:** Craig J. Wainio  
City Administrator

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Enclosed, please find a memorandum of understanding between the City of Mountain Iron and the AFCME Local 453. This memorandum clarifies some language in the contract in order to comply with the State of Minnesota's Health Care Savings Plan. This change in language is required to allow those newly hired employees to remain in the savings plan. These changes are of no cost to the City. It is recommended that the MOU be adopted as presented.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL #453, COUNCIL 65  
AND  
CITY OF MOUNTAIN IRON

Whereas the parties are subject to a Collective Bargaining Agreement and whereas Appendix D provides for a severance contribution based on the value of unused sick leave, to the MSRS Post Retirement Health Care Savings Plan, in order to be in compliance with the rules of the MSRS PRHCSP, the parties agree to amend Appendix D, Section C, as follows:

Section C.

All employees who have accumulated sick leave days to their credit at the time of retirement or at such time that they become permanently disabled, shall be credited with an amount of sick leave equivalent to the current value of their unused sick leave accumulation less the amount paid provided for in Article VI, Sick Leave, Section K.

In addition, the parties agree to amend Article VI, Section K, as follows:

Section K.

In the event of the death of active employee, the value of accumulated sick leave shall be paid to the employee's estate.

FOR THE CITY:

\_\_\_\_\_  
Mayor Date

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

FOR THE UNION:

Judy Seiner 7-31-15  
Union President Date

Joseph Perhe 7/31/15  
AFSCME Council 65 Staff Rep Date

## Judy Seurer

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**From:** Joy Sperger <Joy.Sperger@mrs.us>  
**Sent:** Monday, July 20, 2015 3:51 PM  
**To:** Judy Seurer; Craig J. Wainio  
**Cc:** Lisa M. Holte  
**Subject:** HCSP Contract - City of Mountain Iron

I am emailing regarding the HCSP contract language that was submitted on behalf of city of Mountain Iron AFSCME employees.

In Appendix D, Section C, the language indicates that accumulated sick leave will be paid "at the time of retirement or death . . ." In Section D, it mentions that the money will be paid to the HCSP. The HCSP *does not allow* contributions to the plan after an employee's death.

In 2014, I reviewed HCSP contract language for this group and it had the same criteria. I emailed the city on 5/13/2014 indicating that I would accept but the language had to be changed during future negotiations in order to comply with the plan rules. Before I can approve this language, please amend appendix D to indicate what happens to accumulated sick leave upon an employee's death. For our purposes, it can be as simple as updated Section D to say something like "Upon retirement or disability, the monetary amount shall be place in the MSRS HCSP . . ."

See this section of our website for more detail: <https://www.msrs.state.mn.us/web/employers/death-of-employee>

Thank you.

Joy Sperger  
Retirement Counselor  
Minnesota State Retirement System  
Phone: (800) 657-5757, Ext. 5840

*Core securities, when offered, are offered through GWFS Equities, Inc. (GWFS), wholly owned subsidiary of Great-West Life & Annuity Insurance Company (GWL&A).*

*Investment products may be principally underwritten by GWFS. Collective investment funds, trustee and custodial services may be offered through Great-West Trust Company, LLC. Advisory services are offered by Advised Assets Group, LLC, a federally registered investment adviser and subsidiary of GWL&A.*

*Representatives of GWFS are not registered investment advisors and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax advisor as needed.*

**Disclaimer:** *This email may contain benefit information for plans administered by the Minnesota State Retirement System. MSRS makes every effort to provide the most accurate and up-to-date information, but reserves the right to correct errors and recalculate benefit information.*

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**Minnesota State Retirement System**

Section C.

All employees who have accumulated sick leave days to their credit at the time of retirement or death, or at such time that they become totally permanently disabled, shall be credited with an amount of sick leave equivalent to the current value of their unused sick leave accumulation less the amount paid as provided for in Article VI, Sick Leave, Section K.

Section D.

The monetary amount shall be placed in the Minnesota State Retirement System Health Care Savings Plan for each such affected employee for the reimbursement of costs related to medical expenses until each such employee's separate fund is exhausted.

Section E.

The monetary value of such accumulated sick leave days shall be determined by multiplying the number of days of unused sick leave by the wage or salary rate per day being paid the employee at the time of his retirement or at the time of total permanent disability.

Section F.

The records of the City Administrator shall make such determination for employees as to the number of accumulated sick leave days an employee has at the time of retirement or total permanent disability. In all cases, the records of the City Administrator shall be final in such determination.

APPENDIX E  
LONG TERM DISABILITY INSURANCE

The City agrees to provide a long term disability policy for those employees who meet the average of 20 hours or more per week requirement, which shall commence coverage after 90 days of any illness or injury. The policy shall pay 66-2/3% of the employee's monthly gross earnings, based on an average of the previous 12 month period. The benefit will continue until age 65, and it shall be the responsibility of the employee to apply for PERA disability benefits and Social Security disability benefits as soon as eligible, no later than 24 months after the date of injury or illness. During the period of the employee's disability, the City shall continue to provide hospital/medical insurance, dental insurance and life insurance benefits, at the same level as the employee received while an active employee for the first 24 months of the disability. After 24 months, the City may reduce the benefit to a single paid policy for an additional 12 months. In any event, the City provided benefits shall cease once Medicare benefits are secured or 36 months from the date of the disability, whichever occurs first. The employee can continue to purchase insurance benefits by paying the premiums if necessary.

EMPLOYER CONTRIBUTION - 457 PLAN

The City agrees to contribute a maximum of \$50.00 per employee per month, based on a two-for-one match (employee contributes \$100.00 for \$50.00 from City) into the employee's 457 deferred compensation plan.

**COUNCIL LETTER 080315-VIC**

**MERRITT DAYS**

**REAL ESTATE LICENSE AGREEMENT**

**DATE:** July 30, 2015

**FROM:** Merritt Days

Craig J. Wainio  
City Administrator

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In order to host the fireworks display for Merritt Days on US Steel property, US Steel is requiring a Real Estate License Agreement which is included for your review.

## REAL ESTATE LICENSE AGREEMENT

This REAL ESTATE LICENSE AGREEMENT (this “**License**”) is made as of this \_\_\_\_ day \_\_\_\_\_, 2015, by and among UNITED STATES STEEL CORPORATION, a Delaware corporation headquartered at 600 Grant Street, Pittsburgh PA 15219 (“**Licensor**”), Hollywood Pyrotechnics, Inc., a Minnesota corporation with a business address at 1567 Antler Point, Eagan, MN 55122 (“**Licensee**”) and the City of Mount Iron, with an address of 8586 Enterprise Drive South, Mount Iron, MN 55768 (“**Licensee**”) together **Licensees**.

### WITNESSETH:

**WHEREAS**, Licensees desires to obtain from Licensor, and upon and subject to the terms hereof Licensor has agreed to grant to Licensees, a license to real property owned by Licensor in Mount Iron Minnesota as depicted in the map attached as “**Exhibit A**” (the “**Premises**”).

**NOW, THEREFORE**, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. Grant of License.** Upon and subject to the terms of this License, including the “Rules and Regulations” on “**Exhibit B**” attached hereto and made a part hereof (which Licensor reserves the right to change from time to time in its sole discretion), Licensor hereby grants to Licensees the right to use the surface of the Premises during the term hereof for the limited purpose of **the transport, set up and use of fireworks/pyrotechnics and the necessary equipment for the use of fireworks/pyrotechnics**. This License is (a) revocable, (b) non-exclusive, (c) for the benefit of Licensees only and no other party, and (d) is subject to all existing or future rights of third parties in and to the Premises. Licensor hereby reserves any and all right, title, and interest in and to the Premises and all appurtenances thereto not specifically granted herein. Licensor may relocate the location of the Premises to other of Licensor’s property.
- 2. Term and Termination.** Licensees’ right to use the Premises shall begin at 12:01 AM on August 8, 2015, and shall terminate at 11:59 PM on August 9, 2015, unless specifically extended in writing by Licensor. Notwithstanding the foregoing, Licensor reserves the right to immediately terminate this License and Licensees’ right to access and use the Premises at any time and for any reason.
- 3. Payments.** Licensee shall pay Licensor a fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) due and payable on the commencement date hereof. Licensee shall directly pay or reimburse Licensor for any utility or similar charges and any ad valorem or other taxes levied against Licensor resulting from Licensee’s use of the Premises.
- 4. Representations, Warranties, and Covenants.** Each Licensee represents, warrants, and covenants to Licensor as follows: (a) Licensee’s use of and activities on the Premises shall comply with all applicable federal, state, or local laws, rules, and regulations; (b) Licensee shall obtain, at its sole expense and provide Licensor with copies of, all required permits for its

activities on the Premises; (c) Licensee shall not grant, create, or suffer any lien, claim, encumbrance, restriction, or other charge to be placed on the Premises or any other property Licensor; (d) any equipment Licensee may place on the Premises and any portion of the Premises altered by Licensee shall be maintained in a safe, neat, and orderly condition so as to protect life and property and so as not to create any public or private nuisance or damage or injury to any persons or property; and (e) upon the expiration hereof, Licensee shall (i) remove any improvements Licensee placed on the Premises during the term hereof, if any; and (ii) restore the Premises to substantially the same condition as they existed prior to the date hereof. Licensor retains the right to make periodic inspections of the Premises to ensure Licensees' compliance with its covenants hereunder.

**5. Disclaimers of Warranties; Limitations of Liability.**

(A) **Disclaimers of Warranties.** Each Licensee represents, warrants, acknowledges, and agrees that (i) Licensor has not undertaken and will not be obligated to deliver or maintain the Premises in any particular condition whatsoever, including, without limitation, maintaining the Premises in a safe and habitable condition, (ii) LICENSOR'S EXPRESS WARRANTIES HEREIN ARE ITS EXCLUSIVE WARRANTIES AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, OR ANY OTHER MATTER WHATSOEVER, AND (iii) EXCEPT FOR LICENSOR'S EXPRESS WARRANTIES HEREIN: (a) THE PREMISES ARE PROVIDED "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS"; (b) TO THE FULLEST EXTENT PERMITTED BY LAW LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, COURSE OF DEALING OR PERFORMANCE, TRADE USAGE, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(B) **Limitation of Liabilities.** (i) Notwithstanding any term herein to the contrary, each Licensee acknowledges and agrees that Licensor's liability hereunder is strictly limited to the amount paid by Licensee hereunder, if any, and that neither Licensor nor any party acting by, through, or for Licensor or on Licensor's behalf shall have any personal liability whatsoever. (ii) IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, INCLUDING BUSINESS INTERRUPTION OR LOST PROFITS.

**6. Insurance.** Each Licensee agrees that before it visits or occupies the Premises, it will obtain and maintain in full force and effect throughout the term hereof insurance coverage as outlined in "**Attachment I**" attached hereto and incorporated herein and provide Licensor with proof of the aforementioned insurance coverage in a form suitable to Licensor. The obligations set forth in this Section and in "**Attachment I**" shall survive the expiration or termination of this License as to any matters that occurred during or resulted from the term of this License.

**7. Indemnification; Defense.**

(A) Each Licensee, for itself and its successors and assigns, agrees to and hereby does indemnify and hold harmless Licensor, its parents, subsidiaries, affiliates, and divisions, and each of their shareholders, members, and partners, and each of their officers, directors,



employees, agents, representatives, and contractors, and each of their heirs, personal representatives, successors, and assigns (the “**Indemnified Parties**”) from and against any and all claims, actions, losses, liabilities, obligations, costs, expenses, fines, fees, verdicts, judgments, or any other damages, of any nature whatsoever, whether arising from contract, tort, or otherwise, including, without limitation, reasonable attorney’s fees, defense costs, investigation expenses, discovery costs, court costs, and all other expenses, arising from or relating to: (i) Licensee’s performance or nonperformance of any term or condition of this License; (ii) bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages occurring on or caused by occurrences on the Premises; (iii) Licensee’s violation of any ordinance, permit, order, law, regulation, statute, legislation, judgment, or decree; and/or (iv) any use by Licensee of the Premises or any common area or any other property of Licensor, including Licensee’s presence, occupancy or use of the Premises prior to the Commencement Date and after the termination of this License, and in any and all events, including, without limitation, (a) any acts or omissions of Licensee’s agents, employees, managers, visitors, contractors, subcontractors, lessees, sublessees, invitees, licensees, customers, concessionaires or assignees and (b) any and all acts or omissions, including, without limitation, the actual or alleged sole negligence of one or more of the Indemnified Parties, whether or not occurring on the Premises and whether or not such acts or omissions cause or result in bodily injury, illness, disease, death, property damage, or loss of use, maintenance, cure, profit, or wages of employee(s) of Licensor or Licensee (all of the foregoing, the “**Indemnified Matters**”).

(B) Each Licensee agrees to defend each of the Indemnified Parties, at Licensee’s sole cost and expense, in any litigation, action, arbitration, mediation, or other legal or administrative proceeding against one or more of the Indemnified Parties arising from or relating to any of the Indemnified Matters; provided that the Indemnified Party shall have the right to approve or disapprove of (i) counsel chosen by Licensee to represent the Indemnified Party in any such matter, and in the event counsel chosen by Licensee is unacceptable to the Indemnified Party, the Indemnified Party may engage its own counsel, at Licensee’s sole cost and expense, to represent the Indemnified Party in such matter, (ii) defenses, counterclaims, or cross claims to be raised or made by or on behalf of the Indemnified Party, and (iii) whether or not to settle any such matter.

(C) The terms of this Section shall survive the expiration or termination hereof.

## 8. **Environmental Laws; Hazardous Substances.**

(A) **Definitions.** For the purposes of this Section, (i) “**Environmental Laws**” means all federal, state, and local environmental health or safety laws, rules, regulations, codes, ordinances, orders, and rules of common law now or any time hereafter in effect, including, without limitation, requirements of governmental authorities regulating, relating to, or imposing liability for, or standards of conduct for, any Hazardous Material, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act and any so-called “Superfund” or “Superlien” law; and (ii) “**Hazardous Material**” means any hazardous, toxic, or dangerous substance, waste, or material, whether in solid, liquid, or gaseous form, including, without limitation, asbestos, petroleum products, and any and all substances and materials defined as hazardous, toxic, or dangerous in (or for purposes of) any Environmental Law.

(B) Covenant. Each Licensee covenants that, except in compliance with Environmental Laws, (i) no flammable, explosive, dangerous fluids or substances, or petroleum products shall be used or kept on or about the Premises or any other property of Licensor, (ii) Licensee shall not, without Licensor's prior written consent, bring, introduce, install, store, maintain, use, spill, remove, release, or dispose of any Hazardous Material on or about the Premises or any other property of Licensor, (iii) Licensee shall, and its use of the Premises shall, comply with all Environmental Laws, and (iv) Licensee will immediately notify Licensor of (a) any violation of any Environmental Law, (b) receipt of any notice or warning from, and/or any visit by, any environmental governmental agency for any reason whatsoever.

(C) Survival. This Section shall survive the expiration or earlier termination hereof.

9. Miscellaneous.

(A) **Entire Agreement; Binding Effect**. This License, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This License shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) **Amendment**. This License may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation of this License (or any part or parts, including this paragraph) has been made other than by a written instrument so executed.

(C) **Assignment**. Licensees may not transfer or assign any of their rights and obligations hereunder, in whole or in part, without the prior written consent of Licensor.

(D) **Notice**. Notices hereunder shall be given by hand delivery or by overnight, registered, or certified mail, postage prepaid, as addressed below. All notices shall be effective when received by the party to whom addressed. Either party may change its notice address by written notice to the other party of such change.

**If to Licensor:**

USS Real Estate  
600 Grant Street  
Pittsburgh, PA 15219-2800  
Attn: \_\_\_\_\_

**With a copy to:**

United States Steel Corporation  
600 Grant Street  
Pittsburgh, PA 15219-2800  
Attn: Attorney – Real Estate

**If to Licensees:**

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

Mira LaCous  
Hollywood Pyrotechnics  
1567 Antler Point  
Eagan, MN 55122

**Construction; Venue.** This License shall be governed by and performed in accordance with the laws of the state in which the Premises are located, without giving effect to its conflicts of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for the county in which the Premises are located for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

**(E) Counterpart.** This License may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original agreement.

**(F) Severability.** If any provision of this License is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

**(G) Survival.** The following provisions hereof shall survive the expiration or earlier termination hereof: **(i)** all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and **(ii)** all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

**(H) Recordation.** No party shall be permitted to record this License in the official records of any jurisdiction, including the jurisdiction in which the Premises are located.

Remainder of Page Intentionally Blank

**Signature Page and Conflicts of Interest Affidavit:**

As used herein, the terms: (i) “family member” means a parent, sibling, or child (in each case, either natural, adopted, or by law); and (ii) “U. S. Steel” means U. S. Steel or any of its affiliates.

All Licensees must complete Part A and either Part B(1) or Part B(2) below.

<p><b>PART A:</b>    <u>To be completed by all Licensees:</u></p> <p><b><u>To Licensee’s knowledge</u></b>, is any U. S. Steel employee or any family member of any U. S. Steel employee receiving any material amount of money, property, or other thing of value in exchange for U. S. Steel entering into this License (example: is such person receiving payment either directly or as a broker, salesperson, or in a similar capacity)?</p>	Yes / No
--	----------

**AND**

<p><b>PART B:</b></p> <p><b>(1):</b>    <u>To be completed if Licensee is an individual (or two or more individuals):</u> <i>[If Licensee is a corporation, LLC, partnership, etc., skip to PART C]</i></p> <p>Is Licensee employed by U. S. Steel?</p> <p><b><u>To Licensee’s knowledge</u></b>, is any family member of Licensee employed by U. S. Steel?</p>	N/A / Yes / No N/A / Yes / No	
<p><b>OR</b></p> <p><b>(2):</b>    <u>To be completed if Licensee is a corporation, LLC, partnership, etc.:</u></p> <p><b><u>To Licensee’s knowledge</u></b>, does any U. S. Steel employee own a material interest in the Licensee entity?</p> <p><b><u>To Licensee’s knowledge</u></b>, does any family member of a U. S. Steel employee own a material interest in the Licensee entity?</p>		N/A / Yes / No N/A / Yes / No

If the answer to any of the foregoing questions is “Yes,” this License must be accompanied by a written waiver of the conflict of interest from U. S. Steel’s conflicts of interest committee.

[The remainder of this page is intentionally left blank]

[Signature Page follows]

**IN WITNESS WHEREOF**, the parties have executed this License as of the date above.

The undersigned USS representative certifies that s/he is not aware of any facts inconsistent with Licensee's statements above.

**LICENSEE:**

Hollywood Pyrotechnics, Inc.,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSEE:**

City of Mount Iron

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSOR:**

United States Steel Corporation,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Depiction of the Premises**  
(attached)

**Exhibit B**  
**Rules and Regulations**

Licensee shall not, and shall not permit any party acting by, through, or for Licensee to, take any of the following actions on the Premises without Licensor's prior written consent:

conduct or engage in any activity that could be alleged to constitute a trespass, nuisance, or other tort, or any violation of federal, state, county, or municipal law, rule, or regulation;

interfere with Licensor's or any other licensee's, tenant's, or other occupant's use of the Premises or any other lands owned by Licensor;

sell or distribute alcoholic beverages or other intoxicating substances on or from the Premises;

disturb the peace in any manner;

except in the normal course of Licensee's operations authorized hereunder, invite or allow the general public to enter upon or use the Premises;

discharge any firearms or explosives;

store any inoperable machinery of any nature, including, without limitation vehicles, appliances, or equipment;

store construction materials of any nature, unless said construction materials are to be used by Licensee within thirty (30) days after Licensor has approved such construction activity as provided herein;

burn any trash, garbage, brush, trees, or other debris; provided, however, that the use of a fireplace with a proper chimney or screen is permitted for recreational use only, but not for the disposal of trash, garbage, brush, trees, or other debris. Licensee shall immediately report any open fires to the appropriate fire department and to Licensor;

keep any livestock without Licensor's prior written consent. In the event such consent is granted, livestock shall be contained within the boundaries of the Premises by appropriate fencing; and

cut or otherwise cause any damage to any timber or any improvements on the Premises without Licensor's prior written consent. Any such consent shall not release Licensee from its obligations to repair or compensate Licensor for such damages. Upon demand, Licensee shall promptly pay Licensor, its successors and assigns, for the appraised value of all pre-merchantable and/or merchantable timber cut, trimmed, or damaged by Licensee in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting Licenses entered into by Licensor and a third party.

# *IronRange.org*

July 29, 2015

Hon. Mayor Gary Skalko  
8586 South Enterprise Drive  
Mountain Iron, MN 55768

Dear Mayor Skalko and City Council Members:

As many of you know, Mountain Iron was selected as the site for the 2015 Minnesota Governor's Deer Opener. This competitive bid process was completed in cooperation with the City of Mountain Iron and the Iron Range Tourism Bureau (IRTB). The IRTB has committed \$2,500 to sponsor the event, which is hosted by the Minnesota Deer Hunters Association with support from Explore Minnesota Tourism and the Department of Natural Resources.

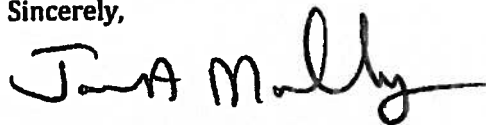
The event schedule includes family activities in an open-to-the-public event in the late afternoon and evening of Thursday, November 5, and a ticket-only banquet Thursday night. Both these activities will take place at the Mountain Iron Community Center, both indoors and on the grounds.

Outdoor writers from various magazines and newspapers, as well as media personalities representing radio and television productions, will be in Mountain Iron for the event, both as news reporters and hosts/producers of outdoor-themed productions. The event is meant to give communities an opportunity to shine on a statewide and Midwestern stage.

On behalf of the MDHA and all other sponsoring parties, the IRTB requests a sponsorship from the City of Mountain Iron of \$500, or an amount equal to the Mountain Iron Community Center venue rental fee.

Thank you for your consideration. We look forward to working with the City and other partners to make this a memorable event for all!

Sincerely,



James Makowsky, IRTB Board Chair  
Manager, AmericInn Lodge & Suites of Mountain Iron





## COMMUNICATIONS

1. Range Mental Health Center, a letter of thanks for the City's donations and a record of the contributions.
2. Mediacom, a letter on their transition to all-digital services.
3. Barbara & Arnie, a letter of thanks for the campground caretaker.

# RMHC

Range Mental Health Center, Inc.

*Celebrating Our 54th Year of People Helping People*

504 First Street North  
Virginia, MN 55792  
218-749-2881  
800-450-4714  
Fax 218-741-3080  
www.rangementalhealth.org

July 22, 2015

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

**2014/2015 Board of Directors  
Officers**

Mark Muhich, President

Tom Krause, Vice President

Angie Rogers, Treasurer

Gayle Dibley, Secretary

Pat Ives, Alt. Secretary

Dear City of Mountain Iron,

On behalf of the staff and board of directors of Range Mental Health Center, Inc. (RMHC), thank you for your continued, generous support of this organization. This support allows RMHC to continue to fulfill its mission by providing comprehensive integrated behavioral health care services to the citizens of northern Minnesota, thereby helping people reach and maintain productive and dignified lives.

**Directors**

Patricia Claesson

Larry Cuffe

Edmund Draper, M.D.

David Ekern

Keith Harvey

Shannon Plombon

Kathleen Sulentich, M.D.

Robert Tomassoni

The statement enclosed contains a record of contributions made by City of Mountain Iron during the 2015 year. If you have questions about this receipt, please contact Sherry Norvitch at 218-741-4714 or [donate@rangementalhealth.org](mailto:donate@rangementalhealth.org).

Thank you again for your generosity and support.

Sincerely,



Mary J. Carpenter  
Chief Executive Officer

**Associate Board Member**

Judge Donovan Frank

*Range Mental Health Center, Inc. is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code, federal tax ID number 41-0849301. No goods or services were received in consideration of this gift.*

**An equal  
opportunity  
employer**



United Way

**Range Mental Health Center, Inc.**  
**Donation Report**  
 June 2015

Date	Num	Name	Class	Memo	Item	Amount
City of Mountain Iron 06/01/2015	244	City of Mountain Iron	FUNDRASING EVENT: 151 Dustin Damm Memorial Fund	Dustin Damm Memorial Fund Team Supporter	Cash Donation	250.00
Total City of Mountain Iron						<u>250.00</u>

Theresa Sunde  
Government Relations Manager



July 14, 2015

Dear Community Official:

Mediacom is in the process of transforming its TV channel line-up to all-digital, which will bring faster Internet, more channels, more HD, better picture and sound quality for an all-around better viewing experience. This transition will move channels 23 through 73 to a permanent digital home.

A sample of the customer letter is enclosed. It gives direction on how to obtain the adapters. It also includes open house information. They include a website link, a toll free number or the option to pick up adapters at a local Mediacom office.

Mediacom is proud to serve your community and we look forward to bringing our customers the best services we can provide. Should you have any questions please feel free to contact me at [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com).

Sincerely,

Theresa Sunde

Hibbing Headend

Mediacom Communications Corporation  
1504 2<sup>nd</sup> Street SE, Waseca, Minnesota 56093



the future of TV is coming

# FINAL NOTICE: ACT NOW

**Mediacom**  
the power to simplify



<Customer Name>  
<Address 1>  
<Address 2>  
<City, State Zip>

<ACCOUNT #>

Dear <First Name> <Last Name>,

To upgrade Mediacom's boundary-free TV with additional channels, more HD choices and improved picture and sound quality, channels 23-73 are transitioning from analog to digital signals. The move to all digital has begun and will be completed in August.

TVs that are not connected to a Mediacom Digital Converter will need a Digital Adapter to receive the all digital lineup. Mediacom will provide up to three FREE Digital Adapters through July 31, 2016. Beginning August 1, 2016, a monthly fee of \$1.99 per HD adapter will be added to your bill. Adapters must be ordered by September 30, 2015, to qualify.

## GETTING YOUR DIGITAL ADAPTERS IS SIMPLE:

- Pick them up at the Mediacom office located nearest to you.
- Call 800-479-2095.
- Go to [mediacomcable.com/order](http://mediacomcable.com/order).

When you place an order through the phone or website, please have your account number available (shown above). Up to three adapters can be shipped to you at no charge.

**This is your final reminder that you will need digital adapters to continue receiving Family TV service on any TVs not currently connected to a Mediacom Digital Converter.** If you have not contacted us, please do so today. As a reminder, on or around August 11 our Family TV signal will be all digital.

Order your Digital Adapters today to avoid a service interruption.

Sincerely,

*Bill Jensen*

Bill Jensen  
Regional Vice President

**GRAND RAPIDS OFFICE**  
504 NW 1st Ave., Suite 205  
M-F 8 AM - 5 PM  
Closed daily 11 AM - 12 PM  
Closed Wednesdays  
9 AM - 10 AM

**HIBBING OFFICE**  
3923 1st Ave., Suite 3  
M-F 8 AM - 5 PM  
Closed daily 11 AM - 12 PM  
Closed Wednesday  
9 AM - 10 AM

**VIRGINIA OFFICE**  
106 Chestnut Street  
M-F 8 AM - 5 PM  
Closed Wednesdays  
9 AM - 10 AM

<BAR CODE>

Digital Adapters remain the property of Mediacom. A high-definition TV is required to view HD TV signals. Programming availability, channel lineup and service features may vary among areas. All rates and services are subject to change. Other charges, conditions, requirements and restrictions may apply. Call your local Mediacom office for complete details. Mediacom is a registered trademark of Mediacom Communications Corporation.

M741-27500 HIBBING RES 3

The area is cleaned and roomed. You have great ideas for the area like beach sand put at the beach area for the swimmers, and those old tilted Bar-B-Que grills removed from the sides. You do a great job of doing all the camp sites, and the entrance area to the campground. We could not have a better campground host. In our book you are "top notch." We can tell you love your job, your personality shows, and so does your work. Love, Barbara & Arnie

the birthday cake of the year and for the cheese cake you shared with us. Yummy! All the nice visit with us. 🍷

Dear Stacy,

Thank you

for showing,

for saying,

for being you!

We enjoyed getting to know you some and

having you as our campground host at West

Two Rivers for the month

of June. You are a great

host and go above and

beyond your duties. 😊