

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
TUESDAY, SEPTEMBER 5, 2006 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
  - II. Consent Agenda
    - A. Minutes of the August 7, 2006 Regular Meeting (#1-9)
    - B. Minutes of the August 21, 2006 Regular Meeting (#10-19)
    - C. Communications (#67-74)
    - D. Receipts
    - E. Bills and Payroll
  - III. Public Forum
  - IV. Committee and Staff Reports
    - A. Mayor's Report
    - B. City Administrator's Report
    - C. Director of Public Works Report
    - D. Director of Parks and Recreations Report
      - 1. Iron Trail Visitors Guide (#20-22)
    - E. Sheriff's Department Report
    - F. City Engineer's Report
      - 1. Walgreen's Project (#23)
    - G. Fire Department
      - 1. Donation of Equipment (#24-25)
    - H. Liaison Reports
  - V. Unfinished Business
    - A. Resolution 22-06 MVST Amendment (#26-27)
    - B. Accepting Property (#28-55)
  - VI. New Business
    - A. Resolution 25-06 Requesting ROW Reversion (#56-57)
    - B. Resolution 26-06 Requesting MNDOT Access (#58-59)
    - C. Resolution 27-06 Mineland Reclamation Grant (#60-61)
    - D. Resolution 28-06 Mineland Reclamation Grant (#62-63)
    - E. Assistant Librarian Position (#64)
    - F. Request to Waive Fees (#65)
    - G. Communications (#67-74)
  - VII. Open Discussion
  - VIII. Announcements
  - IX. Closed Meeting (#60)
  - X. Adjourn
- # Denotes page number in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
AUGUST 7, 2006

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

The Mayor welcomed the audience and the television viewing audience to the meeting.

It was moved by Skalko and supported by Nelson that the consent agenda be approved as follows:

1. Approve the minutes of the July 17, 2006, City Council meeting with the following correction:  
  
Page 2, paragraph 9, "The Mayor said that on July 12, 2006, ~~Councilor Prebeg,~~ Council Roskoski....."
2. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period July 16-31, 2006, totaling \$413,987.17, (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 16-31, 2006, totaling \$385,545.46, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Jerry Postudensek asked the City Council if the City would be willing to extend the sewer lines to his property on Lots 25, 26, & 27, Block 3, Ann's Acres Addition (8387 Tamarack Drive). He said that he is planning on constructing a home on the property. The Director of Public Works stated that the City policy is that the property owner is responsible to connect from the sewer main line to the property. Mr. Postudensek asked that he be notified if the City had plans to upgrade Tamarack Drive, so he would not have to repair the street if he had the sewer line extended at the same time.

During the Mayor's report, the Mayor advised the Council that he had received a letter from Commissioner Nelson regarding Saint Louis County bringing the History Train into Mountain Iron for the Merritt Days Celebration. The Mayor thanked the Recreation Director for all of his work on the Celebration.

The Mayor said that had been contacted regarding concerns with the red iron ore on Mineral Avenue by the wood yard and biomass projects. He said that he met with Terry Leoni

regarding the ore on Mineral Avenue. Mr. Leoni advised him that the orange iron ore would be covered with a fiber lining and a minimum of eight inches of Class 5 gravel. The Mayor also updated the Council regarding the Renewable Energy Grant.

The Mayor also said that the City Council should discuss the street assessment classifications. He said that he would like to propose that the Special Assessment Policy be reviewed in January of 2007 with the newly elected Council members through a Committee-of-the-Whole meeting.

The Mayor said that the house located next to Wayne Motors on Main Street needs to be reviewed for safety and health hazards. He said that this would be on the next City Council meeting agenda.

The Mayor stated the Council had received letters from the City Administrator and the Director of Public Works to open their employment contract to negotiate with the City Council. Councilor Roskoski questioned why the Director of Parks and Recreation and the Librarian did not submit letters to open their contracts. The Mayor stated that the Personnel Committee should contact the Librarian regarding her contract.

Councilor Roskoski questioned the Administrator regarding Minntac hauling on Mineral Avenue regarding a rumor that they would be hauling through the end of the year. The City Administrator said that was just a rumor.

Councilor Roskoski questioned the Director of Public Works regarding sewer and water tap-ins completed in the City with regard to who pays for what. The Director of Public Works said that the tap-in fees covers the inspection and supplies used.

Councilor Roskoski questioned whether the sidewalk by Benchmark Engineering was completed. The Director of Public Works said that the project was not completed because some emergencies occurred and the City Crew had to work on them first.

The Mayor asked the Director of Public Works when the Library elevator was going to be inspected. The Director of Public Works said that the elevator was set to be inspected on August 11, 2006.

Councilor Roskoski questioned the Sergeant regarding the 9-1-1 Emergency in the Stoney Brook and Lambert Addition. The Sergeant stated that the problem was due to human error and there was no problem with the addressing or signs.

It was moved by Skalko and supported by Irish to hire Dave Taus as the Head Girls Softball Coach at a salary of \$1,000 for the season and to hire Chelsea Taus as the Assistant Girls Softball Coach for \$6.15 per hour. The motion carried on the following roll call vote: Nelson, yes; Irish, yes; Roskoski, did not vote; Prebeg, yes; and Skalko, yes.

It was moved by Skalko and supported by Roskoski to accept the recommendation of the Park and Recreation Board and install a light to be located in the Downtown Park pending approval of the Mountain Iron-Buhl School Board. The motion carried unanimously.

It was moved by Prebeg and supported by Skalko to approve the barricading of the streets for the Merritt Days Celebration and also approve the list of events for August 11<sup>th</sup> and 12<sup>th</sup>, 2006. The motion carried.

Sergeant Rasch advised the Council that he coordinates the “Safe and Sober Program” for Northern Saint Louis County and he informed the Council and Residents that now through the Labor Day holiday there would be increased enforcement and emphasis on DUI’s to keep drunk drivers off the road.

Councilor Roskoski said that residents that live on Mineral Avenue have said that the truck drivers hauling to Minntac are driving too fast through the Downtown area. The Sergeant stated that the contractors that work with Ulland Brothers have been advised of the safety issues, particularly on Mineral Avenue. He said that the Sheriff’s Department have been monitoring the speed issues on Mineral Avenue.

It was moved by Roskoski and supported by Skalko to direct the City Engineer to call for bids on Alternate A, add sidewalk on the south side of Unity Drive to Cameo Lane, at a cost of \$61,554.93 and Alternate B, to add curb and gutter, at a cost of \$18,000.00. The **motion failed** on the following roll call vote: Irish, yes; Roskoski, yes; Prebeg, no; Nelson, yes; and Skalko, no.

It was moved by Prebeg and supported by Skalko to add a sidewalk on the south side of Unity Drive to Mud Lake Road at a cost of \$117,989.21 and add curb and gutter at a cost of \$40,875.00. The motion carried on the following roll call vote: Roskoski, yes; Prebeg, yes; Nelson, yes; Irish, no; and Skalko, yes.

It was moved by Skalko and supported by Prebeg to direct the City Engineer to complete the plans and specifications on the south end of Unity Drive, including the sidewalk, and the parking lot paving at the City Garage. The motion carried unanimously.

It was moved by Roskoski and supported by Skalko to direct the City Administrator to forward the conceptional plan of Unity Second Addition to the Planning and Zoning Commission for their ideas and suggestions. The motion carried.

It was moved by Nelson and supported by Skalko to accept the recommendation of the Planning and Zoning Commission and approve the Conditional Use Permit for Perry Fiorini, 5386 South Court, Mountain Iron, Parcel Code 175-0012-00690, to construct a 32 foot by 36 foot accessory building. The motion carried.

At 7:47 p.m., Councilor Prebeg left the meeting.

At 7:50 p.m., Councilor Prebeg returned to the meeting.

It was moved by Skalko and supported by Irish to adopt Resolution #20-06 grant application, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Irish to appoint the following to serve as Election Judges for the September 12, 2006, Primary Election and the November 7, 2006, General Election and complete the necessary training to serve as an election judge:

**Precinct #1-City Hall, Wacootah Room**

Caroline Kujala, Head Judge  
Gertrude Buria  
Sheri Johnson  
June Ross

**Precinct #2-City Hall, Iroquois Room**

Marilyn Perpich, Head Judge  
Margaret Florip  
Linda Strukel  
Barb Fivecoate

And further, authorize them to be paid \$8.00 per hour for training and election hours and provide a hot meal to the election judges on the election days. The motion carried.

The following quotes were received on Friday, August 4, 2006 for the installation of air conditioning at the Library:

- Heisel Brothers \$18,723.00
- A & A Plumbing \$17,752.00
- North Country Heating \$18,500.00
- A-1 Refrigeration \$13,342.34
- Climate Makers \$38,500.00
- Shannons \$18,745.00
- Duffney & Sons (2 quotes) \$13,920.00 & \$13,755.00

It was moved by Skalko and supported by Irish to accept the low quote of A-1 in the amount of \$13,342.34 for the air conditioning project for the library upstairs area. The motion carried unanimously on a roll call vote.

The Mayor thanked the Director of Public Works for all of his work on the Library Project.

It was moved by Prebeg and supported by Skalko to approve of the temporary on-sale liquor license for the American Legion Post 220 for August 11<sup>th</sup> and 12<sup>th</sup>, 2006 pending approval from the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division. The motion carried unanimously.

It was moved by Skalko and supported by Irish to approve the following signs for the Mesabi Trail as follows:

Mountain Iron's Granite Quarry

In 1934, the Mesaba Granite Company opened a quarry 2 ¼ miles north of Mountain Iron in T59 R8 Sec 28 and is the site of Minntac today. The Quarry was located near

the west end of the Taconite Concentrator. By 1941, it had produced more than 50,000 linear feet of pink monument stone, much of it sent to St. Cloud. It became inactive in the 1950s.

#### Otto Johnson Property

Trolley passengers enjoyed traveling through Parkville and viewing Otto Johnson's "Hansel & Gretel" house with its heavily molded roof, statuary, landscaped lawns and stone walls. It earned a spot on the National Register of Historic places, but lost its designation when the home was demolished in the 1990s and replaced with a new structure. The stone fence still remains.

The motion carried with Councilor Prebeg voting no.

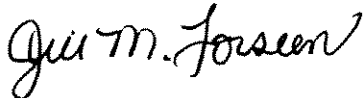
It was moved by Roskoski and supported by Irish to direct City Staff and any Council member that wishes to help, draft a policy/procedure so that Mountain Iron citizens can procure useable firewood from the brush pile site at the City recycling area and have said policy/procedure placed on the August 21st City Council agenda for review and possible implementation. The **motion failed** with Prebeg, Nelson, Irish, and Skalko voting no.

It was moved by Skalko and supported by Nelson to authorize a donation to the Mountain Iron/Buhl Quarterback Club in the amount of \$100 from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

During the open discussion, Councilor Irish requested that City Staff forward a copy of the policy for the charges for water and sewer connections. Councilor Roskoski also requested a copy.

At 8:15 p.m., it was moved by Roskoski and supported by Skalko that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA  
Municipal Services Secretary

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

#### COMMUNICATIONS

1. Mountain Iron/Buhl Quarterback Club, a request for a donation.
2. Arrowhead Regional Development Commission, forwarding the 2007 proposed budget, tax levy, and notice for a public hearing on August 21, 2006 in Duluth.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	78,712.44
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
BUILDING RENTALS	COMMUNITY CENTER	675.00
PERMITS	VENDOR	250.00
METER DEPOSITS	ELECTRIC	3,900.00
PERMITS	BUILDING	3,912.13
CAMPGROUND RECEIPTS	FEES	3,305.00
MISCELLANEOUS	FILING FEES	2.00
MISCELLANEOUS	ASSESSMENT SEARCHES	60.00
TAXES	MISCELLANEOUS TAXES	314,205.50
LEASES	LEASES	20.00
MISCELLANEOUS	REIMBURSEMENTS	309.00
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	130.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	115.00
FINES	CRIMINAL	928.37
PERMITS	SPECIAL EVENTS	50.00
MISCELLANEOUS	CABLE TV FRANCHISE FEE	5,505.93
CD INTEREST	CD INTEREST 101	928.72
CD INTEREST	CD INTEREST 301	87.92
CD INTEREST	CD INTEREST 376	6.90
CD INTEREST	CD INTEREST 378	67.24
CD INTEREST	CD INTEREST 602	8.62
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	77.40
BUILDING RENTALS	NICHOLS HALL	10.00
MISCELLANEOUS	CHECK RETURN FEE	20.00
Summary Totals:		<u>413,987.17</u>

Check Issue Date(s): 07/20/2006 - 08/11/2006

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
08/06	08/08/2006	33620	10008	AIRGAS NORTH CENTRAL	002-20200	128.36
08/06	08/08/2006	33621	8023	AMY RAYMOND & BETH ANDERSON	002-20200	100.00
08/06	08/08/2006	33622	10010	ARROW AUTO	002-20200	49.98
08/06	08/08/2006	33623	10001	ARROWHEAD ECONOMIC OPPORTUNI	002-20200	201.99
08/06	08/08/2006	33624	5007	ASSURANT EMPLOYEE BENEFITS	002-20200	563.51
08/06	08/08/2006	33625	20001	BAKER FIRE EQUIPMENT	002-20200	750.00
08/06	08/08/2006	33626	8027	BECKY WRIGHT	002-20200	166.74
08/06	08/08/2006	33627	20022	BENCHMARK ENGINEERING INC	002-20200	2,701.85
08/06	08/08/2006	33628	8029	BILLI JO SHALEEN	002-20200	275.65
08/06	08/08/2006	33629	8036	BIWABIK BASEBALL	002-20200	80.00
08/06	08/08/2006	33630	20014	BORDER STATES ELECTRIC SUPPLY	002-20200	28.12
08/06	08/08/2006	33631	30017	CARQUEST (MOUNTAIN IRON)	002-20200	314.70
08/06	08/08/2006	33632	220003	CITY OF VIRGINIA	002-20200	412.58
08/06	08/08/2006	33633	30026	COMO LUBE & SUPPLIES INC	002-20200	96.40
08/06	08/08/2006	33634	8020	DAN CARLE	002-20200	100.00
08/06	08/08/2006	33635	8039	DAVID TAUS	002-20200	302.60
08/06	08/08/2006	33636	8025	DAWN CRANDALL	002-20200	100.00
08/06	08/08/2006	33637	40027	DULUTH/SUPERIOR COMMUNICATION:	002-20200	5,826.67
08/06	08/08/2006	33638	50009	EARL F ANDERSEN INC	002-20200	7,226.90
08/06	08/08/2006	33639	8028	ELISA GABRIEL	002-20200	211.75
08/06	08/08/2006	33640	50032	EVERYDAY WITH RACHAEL RAY	002-20200	18.00
08/06	08/08/2006	33641	60026	FASTENAL COMPANY	002-20200	274.22
08/06	08/08/2006	33642	60029	FERGUSON ENTERPRISES INC	002-20200	27.14
08/06	08/08/2006	33643	60006	FISHER PRINTING	002-20200	1,043.70
08/06	08/08/2006	33644	8019	GARY SKALKO	002-20200	100.00
08/06	08/08/2006	33645	70030	GCS SERVICE INC	002-20200	285.25
08/06	08/08/2006	33646	70004	GRANDE ACE HARDWARE	002-20200	4.22
08/06	08/08/2006	33647	70028	GREATER MINNESOTA AGENCY INC	002-20200	186.00
08/06	08/08/2006	33648	70029	GUARDIAN PEST CONTROL INC	002-20200	65.60
08/06	08/08/2006	33649	80022	HAWKINS INC	002-20200	1,069.25
08/06	08/08/2006	33650	80004	HEISEL BROS PLUMBING	002-20200	100.11
08/06	08/08/2006	33651	80002	HILLYARD	002-20200	183.53
08/06	08/08/2006	33652	80010	HOMETOWN ELECTRIC	002-20200	315.00
08/06	08/08/2006	33653	8037	HOYT LAKES SOFTBALL	002-20200	65.00
08/06	08/08/2006	33654	90007	INDUSTRIAL LUBRICANT COMPANY	002-20200	435.88
08/06	08/08/2006	33655	90006	IRON TRAIL MOTORS	002-20200	103.99
08/06	08/08/2006	33656	90005	ITALIAN BAKERY INC	002-20200	42.00
08/06	08/08/2006	33657	1240	JOE BURIA	002-20200	127.07
08/06	08/08/2006	33658	8026	JOHN LUCAS	002-20200	50.00
08/06	08/08/2006	33659	8030	KIRSTY PACHEK	002-20200	97.13
08/06	08/08/2006	33660	8031	KRISANA PENDER	002-20200	38.66
08/06	08/08/2006	33661	120032	LAKE COUNTRY POWER	002-20200	130.00
08/06	08/08/2006	33662	8024	LAURENTIAN ARTS & CULTURE	002-20200	100.00
08/06	08/08/2006	33663	120002	LAWSON PRODUCTS INC	002-20200	15.98
08/06	08/08/2006	33664	120005	LEAGUE OF MN CITIES INS TRUST	002-20200	70,641.00
08/06	08/08/2006	33665	8038	LEE AULTMAN	002-20200	800.00
08/06	08/08/2006	33666	120039	LEEF SERVICES	002-20200	21.30
08/06	08/08/2006	33667	8021	LORI TRENHOLM	002-20200	100.00
08/06	08/08/2006	33668	130030	MACQUEEN EQUIPMENT	002-20200	158.67
08/06	08/08/2006	33669	130004	MESABI DAILY NEWS	002-20200	427.38
08/06	08/08/2006	33670	130006	MESABI HUMANE SOCIETY	002-20200	1,000.00
08/06	08/08/2006	33671	130026	MESABI SIGN COMPANY	002-20200	830.70
08/06	08/08/2006	33672	130077	MIB QUARTERBACK CLUB	002-20200	100.00
08/06	08/08/2006	33673	8032	MICHELLE BRANDENBURGER	002-20200	223.68
08/06	08/08/2006	33674	130040	MIDWEST SPORTSWEAR	002-20200	170.54
08/06	08/08/2006	33675	140026	MINNESOTA ENERGY RESOURCES	002-20200	100.72
08/06	08/08/2006	33676	130009	MINNESOTA POWER	002-20200	41,467.87



Check Issue Date(s): 07/20/2006 - 08/11/2006

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
08/06	08/08/2006	33677	130010	MINNESOTA UC FUND	002-20200	15.54
08/06	08/08/2006	33678	130086	MN RURAL WATER ASSOCIATION	002-20200	205.00
08/06	08/08/2006	33679	130022	MN STATE FIRE DEPT ASSOCIATION	002-20200	120.00
08/06	08/08/2006	33680	120007	MOTION INDUSTRIES INC	002-20200	19.60
08/06	08/08/2006	33681	130015	MOUNTAIN IRON PUBLIC UTILITIES	002-20200	13,964.37
08/06	08/08/2006	33682	140013	NATIONAL WATERWORKS/HUGHES	002-20200	553.44
08/06	08/08/2006	33683	140020	NEW LONDON WAREHOUSE	002-20200	259.22
08/06	08/08/2006	33684	140052	NORTHEAST SERVICE COOPERATIVE	002-20200	36,345.32
08/06	08/08/2006	33685	40032	OFFICE OF ENTERPRISE TECHNOLOG	002-20200	388.17
08/06	08/08/2006	33686	150014	ONE CALL CONCEPTS INC	002-20200	44.95
08/06	08/08/2006	33687	8035	PAULA NELSON	002-20200	100.00
08/06	08/08/2006	33688	160045	PHILLIPS 66-CONOCO-76	002-20200	3,223.94
08/06	08/08/2006	33689	160005	PLAZA HARDWARE	002-20200	64.51
08/06	08/08/2006	33690	160019	POPULAR SUBSCRIPTION SERVICE	002-20200	812.09
08/06	08/08/2006	33691	160032	PORTABLE JOHN	002-20200	1,411.28
08/06	08/08/2006	33692	170005	QUALITY FLOW SYSTEMS INC	002-20200	319.50
08/06	08/08/2006	33693	170007	QUILL CORPORATION	002-20200	232.34
08/06	08/08/2006	33694	180040	VOID - RADIOLOGISTS ASSOC IN DULL	002-20200	49.00
08/06	08/08/2006	33695	180008	RADKO IRON & SUPPLY INC	002-20200	57.46
08/06	08/08/2006	33696	8034	REBECCA RAAD	002-20200	100.00
08/06	08/08/2006	33697	180045	RESERVE ACCOUNT	002-20200	500.00
08/06	08/08/2006	33698	180053	RUSSO CONSULTING	002-20200	506.25
08/06	08/08/2006	33699	190070	SELF	002-20200	20.00
08/06	08/08/2006	33700	190010	SEPPI BROTHERS	002-20200	158.15
08/06	08/08/2006	33701	190045	SERVICE SOLUTIONS	002-20200	336.59
08/06	08/08/2006	33702	190014	SHERWIN WILLIAMS	002-20200	46.18
08/06	08/08/2006	33703	1037	SHIRLEY SAVELA	002-20200	50.00
08/06	08/08/2006	33704	8022	SHIRLEY TALEVSON	002-20200	100.00
08/06	08/08/2006	33705	190004	SKUBIC BROS INC	002-20200	56,068.40
08/06	08/08/2006	33706	2029	ST LOUIS COUNTY	002-20200	391.09
08/06	08/08/2006	33707	190061	SULLIVAN CANDY & SUPPLY	002-20200	74.45
08/06	08/08/2006	33708	200003	TACONITE TIRE SERVICE	002-20200	350.00
08/06	08/08/2006	33709	160046	TEEN PEOPLE	002-20200	15.00
08/06	08/08/2006	33710	200026	TERRA FERMA DEVELOPMENT	002-20200	213.00
08/06	08/08/2006	33711	40038	THE DESIGN GROUP INC	002-20200	1,300.00
08/06	08/08/2006	33712	200020	THE TRENTI LAW FIRM	002-20200	4,956.77
08/06	08/08/2006	33713	200006	TRIMARK INDUSTRIAL	002-20200	172.81
08/06	08/08/2006	33714	210017	ULTIMATE BODY AND FRAME	002-20200	17,004.50
08/06	08/08/2006	33715	210002	UNITED TRUCK BODY COMPANY INC	002-20200	494.01
08/06	08/08/2006	33716	210032	US WEEKLY	002-20200	98.80
08/06	08/08/2006	33717	220025	VERIZON WIRELESS, BELLEVUE	002-20200	15.14
08/06	08/08/2006	33718	220014	VIKING INDUSTRIAL NORTH	002-20200	163.61
08/06	08/08/2006	33719	8033	VIRGINIA GERZETICH	002-20200	71.13
08/06	08/08/2006	33720	220026	VIRGINIA HOME CENTER	002-20200	260.03
08/06	08/08/2006	33721	230004	WENCK ASSOCIATES INC	002-20200	5,782.15
08/06	08/08/2006	33722	230010	WILBUR & VIOLET BALL	002-20200	1,650.00
08/06	08/08/2006	33723	230028	WISCONSIN ENERGY CONSERVATION	002-20200	402.30
08/06	08/08/2006	33724	240001	XEROX CORPORATION	002-20200	386.80
08/06	08/08/2006	33725	260005	ZEP MANUFACTURING COMPANY	002-20200	619.45
08/06	08/08/2006	33726	260001	ZIEGLER INC	002-20200	1,309.95

Totals:

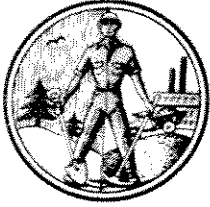
292,359.68

Payroll-PP Ending 7/28/06

93,185.78

TOTAL EXPENDITURES

\$385,545.46



# 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 20-06

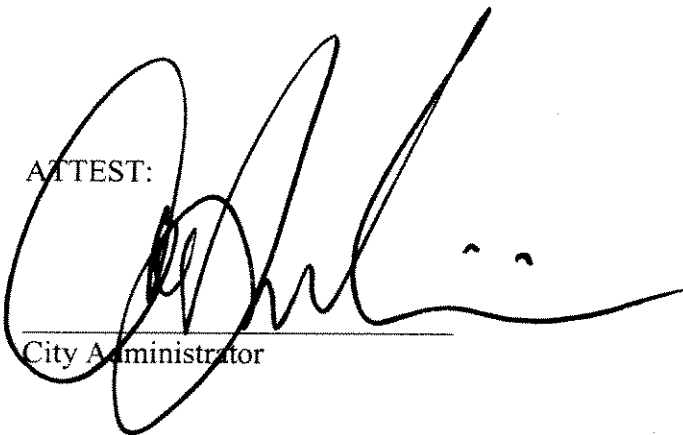
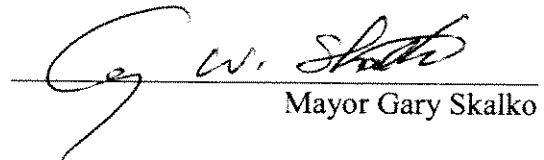
### AUTHORIZING SUBMISSION OF GRANT APPLICATION

**BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL**, that the City of Mountain Iron hereby supports the submission of grant application to the Minnesota Department of Transportation for the Local Road Improvement Program.

**BE IT FURTHER RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL**, that the Mayor and City Administrator are authorized to execute and sign any agreements and any amendments hereto as are necessary to implement the project on behalf of the City of Mountain Iron

**DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF AUGUST, 2006.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
AUGUST 21, 2006

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Allen Nelson, Dale Irish, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Don Kleinschmidt, Director of Public Works; Rod Flannigan, City Engineer; Paul Cerkvenik, City Attorney; and Wade Rasch, Sergeant.

The Mayor welcomed the audience and the television viewing audience to the meeting.

It was moved by Skalko and supported by Nelson that the consent agenda be approved as follows:

1. Add the following item to the agenda:  
IV. A. 3. Labor/Management Meeting
2. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period August 1-15, 2006, totaling \$161,534.17, (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 16-31, 2006, totaling \$172,719.48, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

The Mayor thanked the Park and Recreation Director and City Staff that worked during the Merritt Days Celebration.

The Mayor advised the Council that he was scheduled to meet with the Mountain Iron Fire Department on August 28, 2006 at 6:30 p.m.

The Mayor updated the Council on the Walgreen Project. He said that the bank has now been moved out of the area and the Voyageur North Motel was set to be demolished on September 28, 2006. He said that the Walgreen store should be opening in late Spring.

The Mayor advised the Council that the Fire Department was awarded a \$36,000 grant through the Federal Emergency Management Agency. The Mayor thanked Joe Buria for working on the grants. He said that the City would have to contribute 5% matching funds towards the grant.

The Mayor advised the Council that the Librarian was interested in working with the Council regarding her employment contract.

It was moved by Skalko and supported by Irish to appoint Jill Kinney to complete the unexpired term of Debbie Lewis on the Library Board with the term expiring on December 31, 2007. The motion carried.

It was moved by Skalko and supported by Prebeg to direct the Zoning Administrator and the Fire Chief to investigate the property located at 5741 Mesabi Avenue and make a recommendation to the City Council with regard to safety hazards. After further discussion, Skalko amended the motion to seek legal advise from the City Attorney, the Sheriffs Department, and the Blight Officer. Prebeg supported the amendments. The amended motion carried.

It was moved by Skalko and supported by Nelson to schedule a Labor/Management Meeting for Tuesday, September 12, 2006 at 2:00 p.m. at the City Hall. The motion carried.

The City Administrator advised the Council that a Representative from the Coalition of Greater Minnesota Cities would be at the City Hall on Wednesday, August 23, 2006, at 3:00 p.m.

The Mayor asked the Administrator if he had contacted Qwest regarding the DSL service in the City of Mountain Iron. He said that he had spoke with the Government Representative at Qwest and she was inquiring within the organization to see if anything could be done. The Mayor requested that he contact them again to follow up on the request.

Councilor Roskoski inquired about the truck hauling for the Biomass Project. He requested that the Administrator contact the Representatives with the Laurentian Biomass Project and remind them of the verbal agreement regarding hauling on the City roads, restricting to south on County Road 102 and then onto Highway 169, avoiding the residential areas. The Mayor said that he would contact Terry Leoni regarding the truck hauling for the project.

It was moved by Roskoski and supported by Irish that concerns about all utility connections, disconnects, inspections, backfilling, street patching, sidewalk and culvert repairs, be forwarded to the Utility Advisory Board for review, policy clarification, and any additional cleanup of necessary policy language. And further, to have this information forwarded to the City Council for review and possible implementation. The motion carried.

It was moved by Roskoski and supported by Irish to direct the Utility Advisory Board to draft a policy regarding the short term use of the 300 gallon garbage containers for possible implementation. After further discussion, Roskoski withdrew his motion and Irish withdrew his support.

It was moved by Nelson and supported by Skalko to call for bids on an aerial bucket truck for use in the Electric Department. The motion carried with Councilor Roskoski voting no and Councilor Irish not voting.

Councilor Roskoski asked the Director of Public Works if the Contractors completing the crack filling project this year would be coming into town to complete the job. The Director of Public Works said that the Contractor had originally scheduled the project for the first week in August

and they were unable to make the original appointment and the project had not been rescheduled yet.

The Council reviewed the Sheriff's Department monthly activity report for July.

Councilor Roskoski stated that his questions regarding the Administrator Hearing for P & H MinePro were answered by City Staff in the agenda packet.

The Council discussed the Truck Hauling Policy. No further action was taken.

It was moved by Roskoski to have the City Attorney, the City Engineer, the Director of Public Works and the City Administrator meet and draft a Truck Hauling Policy that is simple to understand, but in enforceable language for the City Council to review for possible implementation. The **motion failed** for lack of support.

Councilor Roskoski asked the City Attorney what the status of the blight property in the Kinross area at 9356 Old Highway 169 was. The City Attorney would check on the matter and report back to the Council.

Councilor Prebeg asked the City Attorney whether a mobile home that is placed on top of a basement could be replaced on the property in Downtown Mountain Iron, using a grandfather clause in the ordinance. The City Attorney would check further into the matter and report back to the Council.

Councilor Roskoski questioned the Council regarding authorizing calling for bids for more projects than the City has funds for. The Mayor advised Councilor Roskoski that the City was awarded a \$150,000 IRRRA Grant and there is a chance to get an additional \$100,000 for the Unity Drive Improvement Project.

It was moved by Prebeg and supported by Nelson to adopt Resolution Number 21-06, adopting an all hazard mitigation plan, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 22-06, opposing the motor vehicle sales tax constitutional amendment, (a copy is attached and made a part of these minutes). After further discussion, Skalko withdrew his motion and Prebeg withdrew his support.

It was moved by Skalko and supported by Nelson to adopt Resolution Number 23-06, approving the proposed 2007 market rate based referendum levy for the general obligation community center bonds and interest, (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 24-06, approving the proposed 2006 tax levy, collectable 2007, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski and Irish voting no.

It was moved by Nelson and supported by Skalko to authorize City Staff to post the part time Assistant Librarian position internally for ten days as required. After further discussion, Nelson amended his motion to allow the Assistant Librarian the seniority as long as it does not allow her or make her part of the old contract. Skalko supported the amendment. After further discussion, Nelson rescinded the amendment and Skalko supported rescinding the amendment. The motion carried.

It was moved by Skalko and supported by Nelson to authorize the purchase of part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 58, Range 18 West, from U. S. S. Real Estate for a purchase price of \$18,000.00. It was moved by Irish and supported by Roskoski to table the U. S. S. land purchase until the City Attorney can clarify the language in the Development Agreement, specify if it is beyond our control, maybe the City does not have to be under the guarantee that there would be a road easement. The motion carried to table the matter. It was the consensus of the Council to have this item on next meeting agenda.

It was moved by Roskoski that regarding the original garbage dump site that is buried under the tailing pond, that the City Administrator resubmit the grant application with new facts and statistics to see if they would increase the amount of the grant. After further discussion, Roskoski withdrew his motion.

It was moved by Skalko and supported by Prebeg to accept the bid from KGM for the clean-up of the former dump located on the property at a price not to exceed \$506,172 using the \$239,100 grant funds from the Department of Employment and Economic Development. Also, instruct the City Administrator to apply for additional grant funds explaining that in the three year period since the original grant was approved, the costs have increased. The motion carried with Roskoski voting no and Irish not voting.

It was moved by Roskoski and supported by Skalko to reschedule the next regular City Council meeting to Tuesday, September 5, 2006, at 6:30 p.m. at the Mountain Iron Community Center due to the Labor Day Holiday. The motion carried.

During the open discussion, Councilor Prebeg questioned if the Street and Alley Committee had met and discussed the “Reduced Speed” or “Children at Play” sign request made approximately two years ago for Ostman Road in Kinross. Councilor Roskoski said that the Committee had acted on this request and he thought the discussion was that there was not enough traffic on the road to authorize the additional signage. Councilor Prebeg requested that this item be followed up on.

Also during the open discussion, Councilor Prebeg said that at the Mud Lake Road/Unity Drive corner there is a three way stop and the north traffic does not have to stop and he felt that this should be a four-way stop. Sergeant Rasch said that he felt that a four-way stop at this intersection would be a good idea.

Councilor Roskoski made a statement regarding economic development and the dump site cleanup. He said that the only things that are going to be put on the dump site would be trees

from the logging firm and he wondered why the site would need to be cleaned up in the first place.

Councilor Nelson said that it kind of bothers him that some of the Council members are not voting on all issues. He said that the Council Members are elected to make decisions and vote on issues and not sit at the meeting and not vote on all issues.

Councilor Irish stated the City needs to look at what the economic development is actually doing for Mountain Iron with regard to paying taxes and employing people. He said that he is not against economic development, but he wants to look at the benefits for the City.

Councilor Roskoski commented on his not voting on some of the issues. He said that he is not voting on issues that should not even be brought to the Council for a vote.

At 8:38 p.m., it was moved by Nelson and supported by Prebeg that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA  
Municipal Services Secretary

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

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	120,656.24
CAMPGROUND RECEIPTS	FEES	5,510.00
MISCELLANEOUS	REIMBURSEMENTS	263.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	450.00
METER DEPOSITS	ELECTRIC	700.00
MISCELLANEOUS	BASEBALL/SOFTBALL FEES	130.00
BUILDING RENTALS	COMMUNITY CENTER	100.00
PERMITS	BUILDING	4,019.23
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
MISCELLANEOUS	CHECK RETURN FEE	20.00
CD INTEREST	CD INTEREST 101	265.59
CD INTEREST	CD INTEREST 103	1,355.52
CD INTEREST	CD INTEREST 301	377.54
CD INTEREST	CD INTEREST 376	29.61
CD INTEREST	CD INTEREST 378	288.70
CD INTEREST	CD INTEREST 602	37.03
MISCELLANEOUS	ELECTRICAL INSPEC FORMS	2.00
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	263.95
MISCELLANEOUS	FAX CHARGES	1.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	56.91
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	100.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	26,525.25
PERMITS	SPECIAL EVENTS	25.00
METER DEPOSITS	WATER	15.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	297.10
COPIES	COPIES	.50
MISCELLANEOUS	ELECTRIC RECONNECT FEE	25.00
Summary Totals:		<u>161,534.17</u>



Check Issue Date(s): 08/12/2006 - 08/28/2006

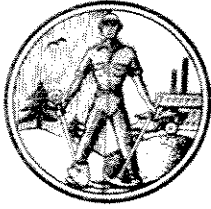
Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
08/06	08/24/2006	33694	180040	VOID - RADIOLOGISTS ASSOC IN DULL	002-20200	49.00 -M
08/06	08/16/2006	33727	130011	MOUNTAIN IRON POSTMASTER	002-20200	299.11
08/06	08/28/2006	33728	10013	A T & T INFORMATION SYSTEMS	002-20200	100.50
08/06	08/28/2006	33729	130017	AMERICAN BANK	002-20200	64.80
08/06	08/28/2006	33730	10001	ARROWHEAD ECONOMIC OPPORTUNI	002-20200	261.65
08/06	08/28/2006	33731	10021	ARROWHEAD LIBRARY SYSTEM	002-20200	250.00
08/06	08/28/2006	33732	30061	CELLULARONE	002-20200	585.54
08/06	08/28/2006	33733	220003	CITY OF VIRGINIA	002-20200	300.00
08/06	08/28/2006	33734	30053	CONSOLIDATED TRADING COMPANY	002-20200	1,413.67
08/06	08/28/2006	33735	30059	CVAR, THOMAS	002-20200	24.95
08/06	08/28/2006	33736	8065	DANNELLE THOMAS & STEVE BRANT	002-20200	53.04
08/06	08/28/2006	33737	8040	DERRICK KINNEY	002-20200	500.00
08/06	08/28/2006	33738	40030	DULUTH CLINIC	002-20200	367.50
08/06	08/28/2006	33739	500012	ERA LABORATORIES INC	002-20200	724.30
08/06	08/28/2006	33740	8067	JOAQUINA GOMES	002-20200	231.22
08/06	08/28/2006	33741	8062	JOE JOHNSON	002-20200	100.00
08/06	08/28/2006	33742		Information Only Check	002-20200	00 V
08/06	08/28/2006	33743	120006	L & M SUPPLY	002-20200	1,344.26
08/06	08/28/2006	33744	120005	LEAGUE OF MN CITIES INS TRUST	002-20200	500.00
08/06	08/28/2006	33745	8069	LORNA ANTILA	002-20200	72.43
08/06	08/28/2006	33746	130032	MANNEYS SHOPPER INC	002-20200	220.00
08/06	08/28/2006	33747	130004	MESABI DAILY NEWS	002-20200	230.06
08/06	08/28/2006	33748	130015	MOUNTAIN IRON PUBLIC UTILITIES	002-20200	13,770.51
08/06	08/28/2006	33749	8061	MURREL STANAWAY	002-20200	125.00
08/06	08/28/2006	33750	140052	NORTHEAST SERVICE COOPERATIVE	002-20200	150.00
08/06	08/28/2006	33751	170001	QWEST	002-20200	535.47
08/06	08/28/2006	33752	180051	RANGE CORNICE & ROOFING CO	002-20200	3,619.76
08/06	08/28/2006	33753	8068	RONALD & CAROLYN JOKI	002-20200	102.60
08/06	08/28/2006	33754	8066	SAM SUHONEN	002-20200	90.66
08/06	08/28/2006	33755	190024	ST LOUIS CO SHERIFF LITMAN	002-20200	35,000.00
08/06	08/28/2006	33756	6044	ST LOUIS COUNTY	002-20200	713.18
08/06	08/28/2006	33757	190032	STATE OF MINNESOTA	002-20200	50.00
08/06	08/28/2006	33758	8063	STEVEN JONES	002-20200	90.55
08/06	08/28/2006	33759	210007	U S BANK TRUST NATIONAL ASS'N	002-20200	940.00
08/06	08/28/2006	33760	210001	UNITED ELECTRIC COMPANY	002-20200	3,238.13
08/06	08/28/2006	33761	220014	VIKING INDUSTRIAL NORTH	002-20200	2,319.94
08/06	08/28/2006	33762	220004	VIRGINIA DEPARTMENT OF PUBLIC	002-20200	30,409.99
08/06	08/28/2006	33763	220020	VISA OR AMERICAN BANK CC PMT	002-20200	5,621.34
08/06	08/28/2006	33764	8064	WAYNE MOHAGEN	002-20200	110.21
08/06	08/28/2006	33765	230010	WILBUR & VIOLET BALL	002-20200	1,100.00
08/06	08/28/2006	33766	260004	ZIM SOD	002-20200	79.88

Totals:

105,661.25

Payroll-PP Ending 8/11/06  
Electronic Trans.-Sales Tax  
TOTAL EXPENDITURES

56,585.72  
10,472.51  
\$172,719.48



# 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 21-06

### RESOLUTION ADOPTING AN ALL HAZARD MITIGATION PLAN

**WHEREAS**, the County of St. Louis (the County) participated in a hazard mitigation planning process as established under the Hazard Mitigation Act of 2000; and

**WHEREAS**, the Act establishes a framework for the development of a county hazard mitigation plan; and

**WHEREAS**, the county as part of the planning process established an extensive public participation process and local coordination among county and neighboring local units of government, businesses and other organizations; and

**WHEREAS**, the plan includes a risk assessment including past hazards, hazards that threaten the county, maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and development trends; and

**WHEREAS**, the plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the plan includes a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

**WHEREAS**, the draft plan was shared with state and federal agencies for review and comment; and

**WHEREAS**, the county has Officially adopted by ordinance the county all hazard mitigation plan in accordance with Minnesota Statutes 375.51 and 394.26 on April 26, 2005; and

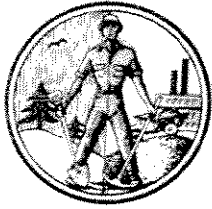
**BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL**, that the City of Mountain Iron formally adopts the St. Louis County All Hazard Mitigation plan as the plan for the city.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF AUGUST, 2006.**

ATTEST:

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

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



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 23-06

### APPROVING PROPOSED 2007 MARKET RATE BASED REFERENDUM LEVY FOR THE GENERAL OBLIGATION COMMUNITY CENTER BONDS AND INTEREST

**WHEREAS**, in February 1998 the voters in the City of Mountain Iron approved a market rate based referendum levy for bonds and interest to construct the Mountain Iron Community Center.

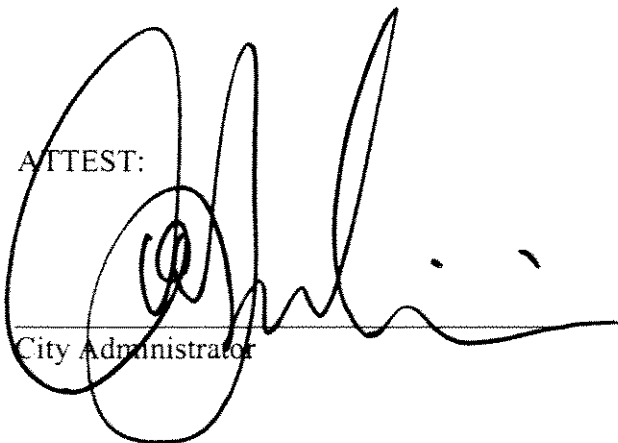
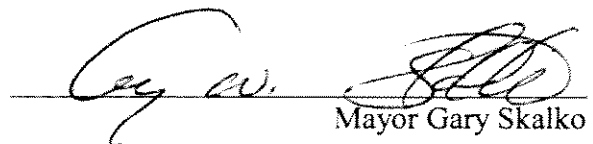
**NOW, THEREFOR BE IT RESOLVED**, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following market rate based levy shall be made in 2006 payable in 2007 for all property in the City of Mountain Iron:

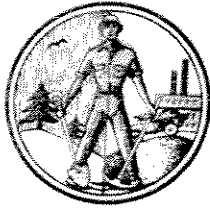
General Obligation Community Center Bond levy shall be \$85,507.00

The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Saint Louis County, Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>ST</sup> DAY OF AUGUST 2006.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko



# CITY OF MOUNTAIN IRON

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

## RESOLUTION NUMBER 24-06

### APPROVING PROPOSED 2006 TAX LEVY, COLLECTABLE 2007

**BE IT RESOLVED**, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following sums of money be levied for the current year, collectable in 2006, upon the taxable property in the City of Mountain Iron for the following purposes:

TOTAL LEVY	\$ 1,009,933.00
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The City Administrator is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Saint Louis County, Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF AUGUST, 2006.**

ATTEST:

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

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

**COUNCIL LETTER 090506-IVD1**

**PARKS & RECREATION**

**ADVERTISING**

**DATE:** August 30, 2006

**FROM:** Larry Nanti  
Director of Parks & Recreation

Craig J. Wainio  
City Administrator

---

Attached is a request to advertise in the 2007 Iron Trail Getaway Guide.

# FAX



**To:** Larry Nanti – City of Mountain Iron

**From:** Jaimie Niska

**Fax:** 218-748-7573

**Date:** August 28, 2006

**Subject:** 2007 Getaway Guide Contract

**IRTB Fax#:** 218-749-8055

---

Hi there, Larry!

Per our phone conversation this morning, I'm faxing over the completed contract for the 2007 Iron Range Getaway Guide. As you will see, prices for 2007 did not change.

At your earliest convenience, please fax the contract back to me at the # listed above. I'm hoping to have it all wrapped-up by mid-September.

It was a pleasure to speak to the City Council back in July! I hope that you each have a better understanding of how our organization operates. Once again, we appreciate your continued support of travel and tourism in our region!

Have a terrific day!

Sincerely,

  
Jaimie Niska

# PAID ADVERTISING CONTRACT - 2007 IRON RANGE GETAWAY GUIDE

Iron Range Tourism Bureau • 403 First Street North • Virginia, Minnesota 55792

Phone: 218-749-8161 or Toll Free: 1-800-777-8497 • Fax: 218-749-8055 • E-Mail: jaimie@ironrange.org • Website: www.ironrange.org

PLEASE PRINT CLEARLY

ADVERTISER: CITY OF MT. IRON  
CONTACT: LARRY NANTI  
TELEPHONE: 218-748-7577 (DIRECT)

ADDRESS: 8586 ENTERPRISE DRIVE S.  
EMAIL: LNANTI@CI.MOUNTAIN-IRON.MN.US  
CITY: MT. IRON STATE: MIN ZIP: 55714  
FAX: 218-748-7573

### DISPLAY AD SPACE RATES (NET)

<input type="checkbox"/> 1/18 Single	\$ 295	
<input checked="" type="checkbox"/> 1/9 Double	590	
<input checked="" type="checkbox"/> 1/4 Quad <input type="checkbox"/> Hor / <input checked="" type="checkbox"/> Vert	1,095	
<input type="checkbox"/> 1/3 <input type="checkbox"/> Hor / <input type="checkbox"/> Vert	1,680	
<input type="checkbox"/> 1/2 Page vert	2,325	
<input type="checkbox"/> 2/3 Junior Square	3,315	
<input type="checkbox"/> Full Page	4,320	
<input type="checkbox"/> Back Cover	5,500	
<input type="checkbox"/> Golf Course Ad	590	

WEST TWO RIVERS \$ 500  
CITY AD \$ 1005

### ENHANCED LISTING & SPONSORSHIPS (NET)

<input type="checkbox"/> Enhanced Listing	\$ 195	
<input type="checkbox"/> Page Sponsorship	525	
<input type="checkbox"/> Map Sponsorship	1,250	

SUBTOTAL: \$ 1085

### AD PRODUCTION CHARGES (NET)

<input type="checkbox"/> Ad Supplied on Macintosh disk	\$ -0-
<input type="checkbox"/> Repeat Ad with No Changes	\$ -0-
<input type="checkbox"/> Revise Ad <input type="checkbox"/> Alterations to color, text or graphic	\$ 40
<input type="checkbox"/> Resizing Ad (within digital limits +20% max)	\$ 40
<input type="checkbox"/> Scanning: photo, graphic or logo (ea.)	\$ 30
<input type="checkbox"/> All other alterations	request quotation

SUBTOTAL: \$ 1085

### CREATE NEW AD

Prices include placement of one photo, one logo, one color laser proof for approval and one revision. Additional alterations are subject to additional charges to the advertiser (as listed under "Revise ad" above).

<input type="checkbox"/> 1/18 Single	\$ 90	
<input type="checkbox"/> 1/9 Double	100	
<input type="checkbox"/> 1/4 Quad <input type="checkbox"/> Horizontal / <input type="checkbox"/> Vertical	125	
<input type="checkbox"/> 1/3 <input type="checkbox"/> Horizontal / <input type="checkbox"/> Vertical	140	
<input type="checkbox"/> 1/2 Page	175	
<input type="checkbox"/> 2/3 Junior	280	
<input type="checkbox"/> Full Page	350	

SUBTOTAL: \$ 1085

TOTAL COST: AD SPACE + PRODUCTION \$ 1085

50% PAYMENT (due within 30 day of signing of contract) Date \_\_\_\_\_ \$ \_\_\_\_\_

BALANCE DUE OCTOBER 6, 2006 \$ 1085

Balance due by October 6, 2006. Monthly finance charge of 1.5% will apply to all balances after October 6, 2006 in accordance with approved IRTB Board Policies. Payable to the Iron Range Tourism Bureau.

### AD CONTENT INSTRUCTIONS

SAME AS 2006 GUIDE  
(SAME PRICING)

### ENHANCED LISTING INFORMATION

Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: MN Zip: \_\_\_\_\_  
Local Phone: 218- \_\_\_\_\_  
Toll Free: \_\_\_\_\_  
Copy/text: Each space is one character or blank space:

I have read, understand and agree to the terms of this advertising contract and rate schedule for this publication. (Refer to Agreement, Terms, Cancellations, etc. on back of this contract.)

ADVERTISER'S AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVAL BY IRTB MANAGER \_\_\_\_\_

JAMMIE NISKI

DATE 8/28/06

OFFICE USE	First Payment Received On: _____	Amount: _____	Check No. _____
	Balance of Payment Received On: _____	Amount: _____	Check No. _____

**COUNCIL LETTER 090506-IVF1**

**COUNCILOR ROSKOSKI**

**WALGREEN PROJECT**

**DATE:** August 30, 2006

**FROM:** Councilor Roskoski

Craig J. Wainio  
City Administrator

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Councilor Roskoski requested this item be placed on the Agenda with the following background information:

The Engineer will bring and review what work they have done with the Walgreen project in regard to required street work, sidewalks and any necessary utility upgrades.



# City of St. Augusta

1914 250<sup>th</sup> St.

St. Augusta, MN 56301-7706

Phone: (320) 654-0387

Fax: (320) 654-1686

E-mail: [staugusta@mywdo.com](mailto:staugusta@mywdo.com)

[www.staugusta.govoffice2.com](http://www.staugusta.govoffice2.com)

Steve Norvitch  
Asst. Fire Chief  
Mountain Iron Fire Department

Steve,

The St. Augusta Fire Department is in need of used equipment, we have had many generous donations so far but we are still in need of several things. The most needed being radios (both portable and mobile) and turnout gear. We are also in need of miscellaneous tools and fittings. We are requesting donations due to limited funding and the need to hire and train 27 fire fighters for our paid on call department. We have been contracting for fire protection from three neighboring departments and due to their own community growth and our own growth it is time to start our own fire department. We are in the process of building our fire station and finding equipment. Metro Fire has donated 12 MSA SCBA, and Excel Energy in Monticello has donated 20 MSA SCBA. Lake Johanna Fire Department has donated a set of Hurst extrication tools with an electric pump. St. Anthony Village Fire Department has donated a compressor for filling SCBA bottles and three TFT nozzles. The DNR had some turnout gear that they donated along with two grass rigs and other small items. Gold Cross Ambulance donated a rescue rig and the St. Cloud Fire Department gave us a good price on a pumper and a tanker. I am also in the process of talking with Medicine Lake Fire Department about the possible donation of another older pumper and tanker. We greatly appreciate the donations so far and would greatly appreciate any help you could offer.

Sincerely,  
Art Voelker  
Fire Chief  
St. Augusta Fire Department  
320-224-2131

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MAYOR  
Bob Kroll

CITY COUNCIL MEMBER  
John Kaiser - Robert Laudenbach  
Mike Zenzen - Jim Diehl

CLERK/ADMINISTRATOR  
William R. McCabe

**Craig J. Wainio**

---

**From:** Steve @ Sherry [ssn@virginiamn.com]  
**Sent:** Wednesday, August 30, 2006 9:26 AM  
**To:** Craig J. Wainio  
**Subject:** Donation Request

Craig

Tom told me to send you information regarding donation request.

7 HT 1000 Motorola portable radios. 16 channel  
1 Motorola Maxtrac mobile radio. 16 channel

The above mentioned are the items that department could make use of. We have not used these, in my guess about 4 years. They are approximately 8 to 10 years old.

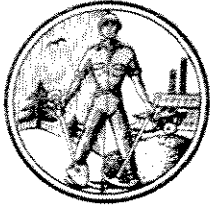
The items listed below are all the items I found in un-used inventory. The pagers are probably 18 to 19 years old. We got those just after I joined the department in 1987. The HT1000 portables along with the Mostar mobile were in service long before I joined.

22 MinitorII Motorola Pagers. Some are dual tone others are single  
> tone. Not sure of how many of each kind.  
> 7 HT 1000 Motorola portable radios. 16 channel  
> 4 MT 1000 Motorola portable radios. I believe 16 channel  
> 1 GE 16 channel mobile radio  
> 2 Motorola Mostar mobile radios. 16 channel I believe  
> 1 Motorola Maxtrac mobile radio. Also I think 16 channel

I am guessing one of us will need to be at the Council meeting for any questions? Tom says he will be out of town. I will be able to make it if you feel it is necessary. I won't be able to be there until around 7:15pm

Thanks

Steve



# 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 22-06

### OPPOSING THE MOTOR VEHICLE SALES TAX CONSTITUTIONAL AMENDMENT

**WHEREAS**, a well planned and well funded Minnesota transportation system is essential to the flow of goods and people throughout the state; and

**WHEREAS**, the state of Minnesota's highway and transit needs continue to be under funded each year while construction costs continue to increase; and

**WHEREAS**, the Minnesota transportation system should be funded by a comprehensive plan that benefits the entire State-not a piecemeal approach; and

**WHEREAS**, the Motor Vehicle Sales Tax (MVST) constitutional amendment is not a solution to Minnesota's transportation funding problems and will generate less than 18% of the state's \$1.7 billion in estimated yearly transportation needs; and

**WHEREAS**, the proposed constitutional amendment does not guarantee any funding for highways-only transit funding is guaranteed; and

**WHEREAS**, legislators already have the authority to use the sales tax on cars for transit or highways without a constitutional amendment and are more likely to pass a first-rate, comprehensive transportation funding plan if the MVST amendment is not adopted-legislators and the Governor should do their job; and

**WHEREAS**, the MVST constitutional amendment will leave a \$300 million hole in the general fund which could result in a cutback in spending on education, health care and property tax relief and/or an increase in taxes; and

**WHEREAS**, state government has not proposed any revenue sources to fill the \$300 million hole MVST would leave in the general fund; and

**WHEREAS**, the proposed constitutional amendment will mislead the voters into thinking 60% of the revenues are constitutionally guaranteed for highways-the voters should not be misled by the ballot language or the constitutional amendment;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA**, that the City of Mountain Iron Opposes the Motor Vehicle Sales Tax constitutional amendment and urges the next legislature and Governor to do its job and pass a comprehensive transportation funding package.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2006.**

ATTEST:

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

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



## CGMC Position on Proposed Motor Vehicle Sales Tax (MVST) Constitutional Amendment

The Constitutional Amendment proposed in the 2005 session, to be voted on in the 2006 general election, provides:

“Sec. 13. The revenue apportioned in section 12 must be allocated for the following transportation purposes: **not more than** 60 percent must be deposited in the highway user tax distribution fund, and **not less than** 40 percent must be deposited in a fund dedicated solely to public transit assistance as defined by law.”

**The CGMC believes the MVST Amendment should be rejected by the voters:**

- 1. The state needs a comprehensive plan to fund transportation—much like the plan vetoed by the Governor in 2005—not just this piece-meal approach.** The amendment generates less than 18 percent of the state's \$1.7 billion in estimated yearly transportation needs. Minnesota should make a full commitment to transportation.
- 2. Legislators and the Governor should do their job.** Legislators already have the authority to use the sales tax on cars for transit or highways without a constitutional amendment. The Legislature and Governor are more likely to pass a first-rate, comprehensive transportation funding plan to address this critical need if the MVST amendment is NOT adopted.
- 3. The proposed constitutional amendment does not guarantee any funding for highways—only transit funding is guaranteed.**
- 4. Transportation improvements funded by MVST are NOT FREE. Over \$300 million per year will be taken from the state's general fund.** Past attempts to dedicate the MVST revenue to transportation have failed because of other pressing needs that MVST revenue helps fund. A reduction in general fund revenue could result in a cutback in spending on education, health care, and property tax relief. It also could lead to possible tax increases.
- 5. The proposed constitutional amendment will mislead the voters into thinking 60% of the revenues are constitutionally guaranteed for highways.** Voters should not be tricked or misled.
- 6. If the proposed constitutional amendment passes, the Legislature should limit transit funding to 40% of MVST revenue and its current level of state general fund dollars.** By law, the state MVST revenues should be allocated 60% for the Highway User Tax Distribution Fund, 35% for metro transit, and 5% for greater Minnesota transit. Any additional increases in transit funding should come from local sales taxes. A half-cent metro sales tax would provide a significant increase and stable source of funding for the metro transit system.

**COUNCIL LETTER 090506-VB**

**ADMINISTRATION**

**ACCEPTING PROPERTY**

**DATE:** August 30, 2006  
**FROM:** Craig J. Wainio  
City Administrator

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As part of the development agreement with Mount Timber, the City must supply Mount Timber access to the acreage located in SW of the NE of section 10. In conversations with US Steel concerning an easement through their property to gain access to the Mount Timber acreage they indicated that they would be unwilling to grant an easement however they would sell the parcel to the City. As part of those discussions, the enclosed purchase agreement has been forwarded to the City from US Steel. In order to comply with the requirements of the development agreement, it is recommended that the City purchase to the property as outlined in the purchase agreement for \$18,000 from US Steel.



USS Real Estate  
PO Box 417  
Mt. Iron, MN 55768  
218 749 7527  
218 749 7572  
Fax: 218 749 7536

August 11, 2006

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

RE: Agreement for the Sale and Purchase of Real Estate  
Part of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 10, Township 58, Range 18 West  
St. Louis County, Minnesota

Dear Mr. Wainio:

Enclosed please find an AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE for the purchase of United States Steel Corporation lands located within the City of Mountain Iron.

Please have the document signed by the City and return it to me along with the down payment of \$1,800.00.

This purchase will be binding only upon approval and execution of the AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE by United States Steel executive management. After approval and execution, a copy of the signed AGREEMENT will be returned to you.

If you have any questions please contact me at (218) 749-7572.

Sincerely:

A handwritten signature in black ink, appearing to read 'Dennis F. Orehek'.

Dennis F. Orehek  
Land Manager

Enc:

**AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

***THIS AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE*** (hereinafter "Agreement") is made and effective on this, the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between:

**United States Steel Corporation**, a Delaware corporation, with an office and place of business located at 600 Grant Street, Pittsburgh, Pennsylvania 15219-2800 (hereinafter "USS or Seller"),

And

**City of Mountain Iron**, a municipal corporation, with an office and place of business located at 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768 (hereinafter "Buyer").

***WITNESS E T H:*** In consideration of the covenants, terms, and conditions herein contained and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **Premises.** Seller agrees to sell and Buyer agrees to buy all of Seller's right, title and interest in that certain surface and mineral land described as:

Part of the NE¼ of SW¼, lying easterly of County Road No. 102 right of way as presently located, EXCEPT the southerly 380 feet, in Section 10, Township 58, Range 18 West, St. Louis County, Minnesota. (hereinafter "Premises");

***TOGETHER*** with all the appurtenances, easements, hereditaments, and access rights pertaining to the Premises and all other rights of Grantor in and to the Premises.

Seller reserves for itself, its successors and assigns, for the benefit of and appurtenant to the W½ of NE¼, NE¼ of NW¼, and NW¼ of SE¼, Section 10, the W½ of SE¼ and E½ of SW¼ of Section 3, all in Township 58 North, Range 18 West, a 100 foot perpetual and non-exclusive permanent easement over and across that portion of the NE¼ of SW¼, Section 10, Township 58 North, Range 18 West that lies 100 feet southeast of the northwest right of way line of the former D.M. & I. R. Ry. Company right of way.

Seller reserves for itself, its successors and assigns, the right to use or assign to others similar easement rights. Said permanent easement shall be used for ingress and egress, for the construction, grading, maintenance and repair of roads, and for the installation, operation, use, repair, replacement and removal of utility pipes, conduits, sewer lines and electric and telephone lines and any other means of communication. Seller will not be obligated to contribute to the construction, maintenance or repair of the roadway, which is the subject of these easements; nor to any other improvements located therein or thereon.

**SUBJECT** to all easements and rights of ways whether of record or not, covenants, conditions, restrictions and limitations affecting the Premises.

Any excess or deficiency in the stated acreage shall not affect the remaining terms and conditions of this Agreement.

Declaration of Restriction to be recorded at the time of closing limiting land use to purposes other than residential, school or playground and preventing structures above or below ground from being constructed or placed upon Premises.

2. **Purchase Price.** Buyer agrees to pay for the Premises the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00) (hereinafter "Purchase Price"), payable as follows: the amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) as a down payment (hereinafter "Deposit") at the execution of this Agreement, and the balance amount of Sixteen Thousand Two Hundred and No/100 Dollars (\$16,200.00) due at Closing, plus all Closing Costs outlined in Section 6 (hereinafter "Balance Due").

3. **Method of Payment.**

(A) All payments shall be paid either by certified or cashier's check made payable to "United States Steel Corporation,"

4. **Real Estate Taxes; Transfer Taxes; Recording Costs.** All real estate taxes, including any special assessments, paid or payable in the year of Closing will be prorated by Seller and Buyer according to the number of days each party owns the Premises during the property tax year, fiscal or calendar, as the case may be, of the levying jurisdictions. Buyer shall pay all real estate deed or transfer taxes, all title insurance premiums (if any), all recording charges, and all other costs incurred by Buyer at Closing. Seller, however,



shall record the deed for Buyer (as hereinafter defined) promptly following the Closing (hereinafter "Closing Costs").

**5. Title Clearance.**

(A) Buyer shall have thirty (30) days after the execution of this Agreement to obtain, at its own cost and expense, any survey, title commitments, title search, title opinion or title insurance policy which it deems necessary or which may be required, and Buyer shall notify Seller within twenty (20) days from receipt of the title commitment or the survey of any defect or condition (hereinafter "Objection") affecting marketability and insurability of the Premises by Buyer. Seller shall have thirty (30) days from the notice of such Objection to cure the same at its own cost and expense, and the above Closing date shall be adjusted accordingly. Mortgages, judgments, taxes, mechanic's liens, and similar monetary liens shall not be deemed to be Objections hereunder. However, Seller shall, at its expense, remove, or cause their removal prior to the Closing. Buyer's failure to so notify Seller of any Objection shall constitute an acceptance of Seller's title. Buyer shall have fifteen (15) days from receipt of a title endorsement or revised survey to notify Seller of Objections as provided above or its rights hereunder are waived.

(B) If Seller is unwilling or if, after reasonable effort, Seller is unable to cure any Objection as above provided, Seller shall so notify Buyer, and Buyer at its election may terminate this Agreement or take title subject to any Objection without any abatement in the purchase price. In the event of Buyer's termination, Seller shall return to the Buyer the above Deposit (without interest, cost, set-off or compensation), which return of said Deposit by Seller to Buyer will be accepted by Buyer and acknowledged as full satisfaction of any and all claims under or related to this Agreement.

**6. Investigation/Due Diligence.**

(A) Buyer shall have the right, starting from the execution date, to access the Premises for a period of thirty (30) days to inspect, investigate and conduct due diligence as to matters relating to the Premises, including but not limited to the environmental conditions, physical conditions, zoning, governmental approvals, road access, property taxes, and any other conditions that Buyer deems necessary. Buyer shall have the right, at its own risk, cost and expense, to enter, or cause its agents and representatives to enter upon the Premises, upon advance notice to Seller, for the purpose of making surveys, tests, borings, inspections, investigations, or conducting any architectural, engineering, structural, economic, environmental and any other study of the Premises as Buyer deems necessary. If the results of Buyer's investigation, study, test or report are not satisfactory to Buyer, Buyer in its sole and absolute discretion and/or judgment may terminate this Agreement within the thirty (30) day period upon written notice to Seller, and Buyer's Deposit will be returned to Buyer (without interest, cost, set-off or compensation). Buyer shall then deliver to Seller

(at no expense to Seller) all due diligence materials that were made available by Seller to Buyer or generated in the course of the due diligence activities.

(B) At any time prior to Closing, Buyer shall have the right, at its cost and expense, to conduct an environmental site assessment of the Premises. The Buyer's selection of an environmental consultant to perform an environmental assessment shall be subject to advance written approval of Seller. Buyer shall provide Seller with a copy of such draft investigation, study, test or report at no cost to Seller and grant Seller the opportunity to discuss the draft investigation, study, test, or report with Buyer's consultant prior to the report being finalized. Upon finalization, a copy of the report shall be provided to Seller. If the results of the Buyer's environmental investigation, study, test or report are not satisfactory to Buyer or Seller, either Buyer or Seller in their sole and absolute discretion and/or judgment may terminate this Agreement, and Buyer's Deposit will be returned (without interest, cost, set-off or compensation) whereupon Buyer shall deliver to Seller (at no expense to Seller) all due diligence materials which were made available by Seller to Buyer or generated in the course of the due diligence activities. Both Buyer and Seller shall be relieved of any further obligations under this Agreement, except for Buyer's confidentiality obligations and the indemnification set forth in subsections 6(E), 6(F) and 6(G); provided, however, each party shall pay their respective costs and expenses as provided in this Agreement.

(C) At the time of Closing Buyer shall execute an Indemnity And Hold Harmless Agreement in the form of Attachment "2", which Indemnity And Hold Harmless Agreement is supplemental to and not in lieu of, provisions found in this Agreement For the Sale and Purchase of Real Estate.

(D) In the event Buyer elects to proceed with the purchase of the Premises with such environmental concern "AS IS, WHERE IS, WITH ALL FAULTS", Buyer shall not be entitled to any environmental indemnification regardless of whether the investigation, study, test or report identified or failed to identify any pre-existing environmental concern or condition on the Premises and/or adjustment to the purchase price as a result thereof. If for any reason the purchase is not subsequently closed, then Buyer shall grant Seller ownership of the final report by Buyer's consultant, with Seller having the right to utilize the report as if Seller had commissioned the site assessment.

(E) Buyer agrees that it will keep confidential and not disclose to any third party except its attorneys, lenders, and consultants, any of the due diligence materials which are made available by Seller to Buyer or generated by Buyer in the course of its due diligence activities, if any.

(F) The confidentiality obligation herein does not apply to any information that (i) is public knowledge on the date hereof; (ii) is in Buyer's possession on the date hereof; (iii) becomes public after the date hereof other than due to disclosure by Buyer or its attorneys, lenders, or consultants; (iv) is obtained by Buyer from an independent third party who Buyer reasonably believes after due inquiry is free to deliver such material free of any confidentiality obligation; or (v) is the subject of any court order or other legally-mandated disclosure.

(G) Buyer and its agents, employees, contractors, engineers, consultants and other representatives shall indemnify, defend, and hold harmless Seller from and against any and all property damage, personal injury, and/or death claims, suits, demands, liabilities, damages, expenses and costs, (including attorney fees, consultant fees and other legal costs), of whatever kind or nature whatsoever that may arise out of or result from any claim, suit, act, judgment, demand or which may be brought against Seller relating to, resulting from, or in any way associated with the conducting of any such environmental, geologic, economic or other activity upon the Premises in connection with Buyer's due diligence investigation of the Premises pursuant to this Agreement. Buyer further agrees that before it or any of its consultants visit the Premises, it will obtain and maintain in full force and effect, or will cause its consultants to do so, Commercial General Liability insurance under an occurrence policy form in an insurance company or companies satisfactory to Seller, and possessing an A.M. Best Company rating of A-, Class VII or better, for bodily injury, including death, and property damage in a minimum amount of Two Million per occurrence and Four Million in the aggregate Buyer further agrees that before it or any of its consultants/contractors visit the Premises, Buyer shall procure and maintain, and shall require any of its consultants/contractors to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein, including without limitation, adding United States Steel Corporation and its affiliates, including all units, divisions and subsidiaries as Additional Insureds; obtaining waiver of subrogation; agreeing to give USS sixty (60) days' prior written notice upon policy cancellation or change; and providing subcontractor coverage (if applicable). Buyer further agrees to immediately provide a copy of Attachment "I" to its insurance company and/or insurance agent.

(H) The provisions of this Section, its subparts, and Attachment "I" shall survive delivery of the deed and termination of this Agreement.

7. Acceptance of Deed.

(A) Seller shall convey a Special Warranty deed (hereinafter the "Deed"), in substantially the same form and substance as Exhibit "A" attached hereto, to Buyer; and by acceptance thereof, Buyer acknowledges that the Premises has been inspected by Buyer or its duly-authorized agent, and that the same is being purchased by Buyer in "AS IS" and "WHERE IS, WITH ALL FAULTS" including environmental conditions. Seller shall not be responsible for any condition relating to or affecting the physical condition of the Premises, except as may specifically be set forth herein.

(B) Upon Closing of this transaction between Seller and Buyer, *Buyer shall be responsible for all environmental conditions affecting the Premises and hereby agrees to release and indemnify, defend, and hold harmless Seller for any such conditions.* The Deed shall contain the following language:

By its acceptance of this Deed, Grantee on behalf of itself, its successors, and assigns, acknowledges that the physical and environmental condition of said property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said property is accepted by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantee accepts the physical and environmental condition of sold Premises "AS IS, WHERE IS, WITH ALL FAULTS" and hereby releases Grantor, its successors and assigns, from and against any and all liabilities of any nature known or unknown under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances, and to indemnify, defend, and hold harmless Grantor from and against any cost, fine, penalty or other liability of any nature, known or unknown, arising from or in connection with the physical or environmental condition of the Premises. It is the express intention of the parties that this assumption, release, and indemnity run with the Premises and shall be binding upon all of Grantee successors and assigns. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

(C) The provisions of this Section and its subparts shall survive the delivery of the Deed to the Buyer and termination of this Agreement, if any.

8. **Closing.** The sale of the Premises shall close within ninety days of the execution of this Agreement by Seller (hereinafter the "Closing"). At the Closing and upon payment in full of the balance of the Purchase Price as stated above, Seller shall deliver the Deed to Buyer, which Deed shall convey title to the Premises, free and clear of all liens and encumbrances, but subject to the following:

- (A) any exceptions prevailing in title companies' policies;
- (B) any condition, which a survey might show;
- (C) any condition, which a physical inspection of the Premises would disclose;
- (D) all existing restrictions, easements, encroachments, rights-of-way, ordinances, laws, regulations, assessments, charges and taxes;
- (E) all utility easements whether recorded or not; and
- (F) any reservations or conditions as contained in the Deed.

Possession shall be given to Buyer at Closing.

9. **Default.**

(A) **Buyer's Default.** If Buyer fails to close the sale of the Premises as provided in this Agreement, the above Deposit shall be retained by Seller as liquidated damages, and Seller shall terminate this Agreement.

(B) **Seller's Default.** If Seller fails to close this sale, Buyer's sole remedies shall be specific performance or have Seller return the Deposit to Buyer (without interest, cost, set-off or compensation) and terminate this Agreement.

(C) Upon termination by either Seller or Buyer, this Agreement shall be null and void.

(D) Each party shall be responsible for its own attorneys' fees and costs of litigation under this Section.

10. **Condemnation.**

(A) Seller represents and warrants that it has no knowledge of any existing or threatened proceeding of any entity to condemn the Premises or to take any part thereof under the right of eminent domain, and if Seller acquires such knowledge, Seller shall promptly notify Buyer.

(B) In the event that an eminent domain proceeding against the Premises has been commenced before the Closing, Seller or Buyer shall have the right to terminate this Agreement, whereupon Seller shall return Buyer's Deposit (without interest, cost, set-off or compensation) and this Agreement shall be null and void. If either party does not exercise this right, and the Premises are conveyed pursuant to this Agreement, Seller at Closing shall assign to Buyer all of its rights in the condemnation proceeding including all rights to compensation and awards.

11. **Representations and Warranties of Seller.**

(A) Seller is a corporation duly organized and validly existing, and in good standing under the laws of the State of Delaware and has full corporate power, authority and capacity to own and operate its properties and assets and to carry on its business as heretofore conducted. Seller possesses full corporate power and authority to enter into and perform under this Agreement and has been duly authorized to execute this Agreement and complete the transaction described herein.

(B) Seller represents and warrants that there is no pending or, to Seller's knowledge, any threatened litigation, proceeding or investigation relating to the Premises, or Seller's title thereto, or Seller's right to sell the Premises, nor does Seller have reasonable grounds to know of any basis for such litigation, proceedings or investigations.

(C) Seller represents and warrants that the Premises are not in violation of any applicable federal, state or local statute, law or regulation, and Seller has received no notice from any governmental body claiming any violation of any law, ordinance, code or regulation, with which Seller has not complied. If there are any such notices, Seller shall promptly notify Buyer and provide Buyer with such copies.

The provisions of this Section and the subparts shall survive the delivery of the Deed to Buyer and termination of this Agreement, if any.

12. **Zoning.** Any change in zoning desired by the Buyer shall be accomplished by Buyer at its own cost and expense, except that Seller shall execute any applications, requests or petitions which Buyer may request prior to Closing, provided that such applications, requests or petitions in Seller's opinion do not adversely affect the value of the Premises.

13. **Real Estate Commissions.** There has been no real estate broker involved in this transaction and, therefore, there is no real estate commission or fee due and payable to any real estate agent, broker, or salesperson as a result of this transaction.

(A) ***Buyer shall indemnify, defend, and hold harmless Seller from and against*** any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, expenses or costs arising from any claim against Seller by any broker, agent salesperson or representative for any fees or commissions arising from the acts of Buyer related to this Agreement.

(B) ***Seller shall indemnify Buyer against and hold harmless from*** any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, expenses or costs arising from any claim against Buyer by any broker, agent salesperson or representative for any fees or commissions arising from the acts of Seller related to this Agreement.

The provisions of this Section and the subparts shall survive the delivery of the Deed to Buyer and termination of this Agreement, if any.

14. **Assignment.** This Agreement shall not be assigned or transferred in any way by the Buyer unless Seller expressly consents to such assignment or transfer in writing.

15. **Merger and Survival.** The acceptance of the Deed provided herein by the Buyer shall be deemed to be a full performance and discharge of every term, covenant, or obligation on Seller's part to be performed pursuant to this Agreement, and no representation, term, covenant, warranty, or agreement of the Seller shall survive the delivery of the Deed unless they are specifically stated herein to survive.

16. **Amendments.** This Agreement may be amended, renewed, extended or canceled only by 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 in any way assert or contend that any amendment, extension or cancellation of this Agreement (or of any part or parts, including this paragraph, hereof) has been made other than by a written instrument so executed.

17. **Time of the Essence.** Time is of the essence with respect to the performance of all the terms, conditions, and covenants of this Agreement.

18. **Entire Agreement.** This Agreement constitutes and contains the entire and only Agreement between the parties, and supersedes and cancels any and all pre-existing agreements and understandings between the parties or any of them relating to the subject matter hereof. Any and all prior and contemporaneous negotiations and preliminary drafts and prior versions of this Agreement, whether signed or unsigned, between the parties or any of them leading up to its execution shall not be used by either party to construe the terms or affect the validity of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied on by either party.

19. **Third Parties.** Seller and Buyer do not intend to nor do they create any rights in any third party or person not a signatory to this Agreement.

20. **Compliance.** Buyer shall at all times with respect to performance of this Agreement comply with all statutes, laws, ordinances, rules, regulations and orders of all governmental, judicial, administrative, or political persons or entities, and Buyer shall, at its own cost, obtain all permits, approvals, or variances required by its use of the Premises.

21. **Construction.** This Agreement shall be governed by and performed in accordance with the laws of the State of Minnesota.

22. **Notices.** All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, or if sent by United States first class registered or certified mail, postage paid, or by facsimile transmission addressed, if sent to Seller as follows:

If to Seller:  
Regional Manager North  
USS Real Estate  
Co. Highway 102, P.O. Box 417  
Mt. Iron, Minnesota, 55768  
Facsimile: (218) 749-7536

With a copy to:  
United States Steel Corporation  
600 Grant Street, Room 1500  
Pittsburgh, Pennsylvania 15219-2800  
Attention: General Attorney, Real Estate & Energy  
Facsimile: (412) 433-2811

If to Buyer:  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron, Minnesota 55768-8260  
Facsimile: (218) 748-7573

or to such other name and address as shall be furnished in writing by either party to the other. All notices shall be effective when received by the party to whom addressed.

23. **Captions.** The captions of paragraphs in this Agreement are used for convenience only and they in no way define, limit, or prescribe the scope or intent of this Agreement or any provisions hereof.

24. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Buyer.

25. **Publicity.** This Agreement and all its contents are agreed to be confidential, and neither Seller nor Buyer shall release or disclose any material prior to the Closing. No press release nor other public disclosure shall be made by either party without submitting a copy to the other party for review and comment.

26. **Counterparts.** This Agreement 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. Each party shall provide an executed copy to the other.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed as of the date(s) indicated herein.

**United States Steel Corporation**

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

By: \_\_\_\_\_  
Dennis G. Quirk  
Title: General Manager-Minnesota  
Ore Operations





**City of Mountain Iron**

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

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

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

\*\*\*\*\*

**RECEIPT OF DOWN PAYMENT ACKNOWLEDGED:**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

**Complete for Deed Preparation:**

Exact Legal Name(s): \_\_\_\_\_  
\_\_\_\_\_

Soc. Security No(s) or Federal ID.: \_\_\_\_\_  
\_\_\_\_\_

(circle)      As Joint Tenants      As Tenants in Common      As Tenants by the Entirety

Corporation - State incorporated? \_\_\_\_\_

Partnership - Organized under what laws? \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ATTACHMENT "I"**  
**INSURANCE**

Buyer agrees that before it or any of its consultants/contractors visit the Premises, Buyer shall procure and maintain, and shall require any of its consultants/contractors to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (severability of interest);
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "USS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.

- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Buyer's and/or it's Contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Buyer's and/or Contractor's insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement, which would serve to eliminate third-party action over claims.
- (xiii) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS. If the Buyer has such a program, full disclosure must be made to USS prior to any consideration being given.

**B. Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS, its subsidiaries and/or affiliates as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS, its subsidiaries, and/or affiliates.

**D. Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

Check if applicable

**E. Errors and Omissions Professional Liability Insurance (If made applicable by USS):** Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS, its subsidiaries, and/or affiliates. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

Check if applicable

**F. Environmental Impairment Insurance (If made applicable by USS):**  
 Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs, which shall include operations designed to **analyze**, **monitor**, remove, remedy, neutralize, or clean up any released or escaped substance, which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS, its subsidiaries and/or affiliates as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS, its subsidiaries and/or affiliates.

If the Environmental Impairment Insurance is on a claims-made form, Buyer and its Contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. **Minimum Limits of Insurance** -- Buyer and its Contractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for bodily injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS, except if parties agree otherwise.

B. **Automobile Liability Insurance**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation**: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage**: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance: (If applicable)** \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance: (If applicable)** \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of USS, except if parties agree otherwise.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Buyer and its Contractor(s) shall extend to and protect USS, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Buyer and its Contractor(s).

4. **Rating of Insurer** -- The Buyer and its Contractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of a A-, Class VII as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by United States first class certified mail, return receipt requested, has been given to USS.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Buyer. Therefore, these provisions shall be enforceable and Buyer and/or Contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Buyer and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Buyer and its Contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Buyer and its Contractor(s) hereunder.

E. In the event Buyer and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Buyer and its Contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

6. **Evidence of Coverage**

A. Buyer and its Contractor(s) shall furnish USS with copies of the endorsements affecting the coverage required by this specification. Additionally, ***prior to the commencement of any work or services on USS's Premises***, Buyer and its Contractor(s) and all subcontractors, if any, shall furnish to USS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given sixty (60) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Buyer and its Contractor(s) full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Buyer and its Contractor(s) and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Buyer or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Buyer and its Contractors does not relieve or decrease in any manner the liability of the Buyer and its Contractor(s) for performance hereunder. The Buyer and its Contractor(s) are responsible for any losses, claims, and/or costs of any kind, which their insurance does not cover.

7. Subcontractors -- Contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## ATTACHMENT "II"

### INDEMNITY AND HOLD HARMLESS AGREEMENT

Agreement made this \_\_\_\_\_, 2006, between United States Steel Corporation, a Delaware Corporation with an office and place of business located at USS Real Estate, County Highway 102, P.O. Box 417, Mountain Iron, Minnesota, here referred to as USS, and the City of Mountain Iron, a municipal corporation, with an office and place of business located at 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768, here referred to as City.

1. Whereas, USS owns: that part of the Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4), Section Ten (10), Township Fifty Eight (58) North of Range Eighteen (18), West of the Fourth Principal Meridian, lying and being East of the Easterly right of way of County Road 102, except the Southerly 380 feet thereof, the "Property", which is located in the City of Mountain Iron, and

2. Whereas, the City desires to purchase the Property for use as a storage and parking area, for City vehicles and equipment, and

3. Whereas, the Property, some time in its past has been operated by the City as a solid waste disposal site (city dump) available to the public for disposal of waste materials, and

4. Whereas, USS desires to be indemnified and held harmless from use of the Property in the event the Property is sold to the City, and

5. Whereas, USS desires that the use of the Property be restricted to eliminate certain activities in the future on the Property.

NOW THEREFORE, in consideration of the sale of the Property by USS to City, the parties agree as follows:

1. USS agrees to sell to City, and the City agrees to purchase from USS, the Property pursuant to the terms and conditions of an Agreement For The Sale And Purchase Of Real Estate, a copy of which is attached hereto and forms a part hereof marked as Exhibit "A", and subject to the terms and conditions of a Declaration of Restrictions which will be recorded in the office of the St. Louis County Recorder, St. Louis County, Minnesota, a copy of which is attached hereto and forms a part hereof marked as Exhibit "B".

2. That the City agrees to accept the Property "AS IS", "WHERE IS".

3. The City acknowledges that the price it is paying for the Property takes into consideration the obligations of the City pursuant to this Agreement.

4. USS shall have no liability to the City resulting from this sale. With the intention of binding itself and all others who may act on its behalf, the City expressly releases and discharges USS, its officers, employees, attorneys, agents, its successors and assigns from any and all claims, demands, actions, judgments or execution which City ever had, now has, or may have, resulting, known now, or subsequently known, or that any party claiming through or under the City may have or claim to have, for injury, damage, environmental claims or loss of opportunity claims and further agrees to indemnify, defend and hold USS, its officers, employees, attorneys, agents, its successors and assigns harmless from and indemnify against all claims, including those described herein, arising from this sale and subsequent ownership by the City, its successors and assigns of the Property. The City specifically agrees that it is accepting all liability for the abandoned solid waste disposal site located on the Property and will hold harmless and indemnify USS, its officers, employees, attorneys, agents, its successors and assigns from all claims made by any party resulting from waste material deposited on the Property. USS may select its own attorney for the defense of any claim, which is brought, and the cost of that defense shall be borne by the City.

5. If City does not defend against a claim which USS reasonably believes requires a



defense, USS may defend such claim and City shall reimburse USS for all costs related to the defense of such claim, all judgments or orders.

6. The benefits and the burdens of this Agreement shall accrue to successors and assigns of the parties hereto.

7. This Agreement is a supplement to and not a replacement of obligations of City arising from the Agreement For the Sale and Purchase, attached as Exhibit "A".

United States Steel Corporation, A Delaware Corporation

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

Garrett F. Hurley

It's: President, USS Real Estate, a division of  
United States Steel Corporation



ATTEST:

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

It's: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 )SS.  
COUNTY OF ALLEGHENY \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by  
Garrett F. Hurley, President USS Real Estate a division of United States Steel Corporation and  
\_\_\_\_\_ the \_\_\_\_\_ of United States Steel Corporation, a  
Delaware Corporation .

Notary Public

\_\_\_\_\_

City of Mountain Iron

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

It's

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

It's

STATE OF MINNESOTA)

) SS

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_ of The City of Mountain Iron, a Municipal Corporation under the laws of the State of Minnesota, on behalf of the City.

Notary Public

\_\_\_\_\_

**Exhibit "A"**

**SPECIAL WARRANTY DEED**

STATE DEED TAX DUE HEREON \$ \_\_\_\_\_

Dated: \_\_\_\_\_, 2006 \_\_\_\_\_:

**FOR VALUABLE CONSIDERATION**, United States Steel Corporation, a Delaware corporation, of 600 Grant Street, County of Allegheny, City of Pittsburgh, Commonwealth of Pennsylvania 15219-2800 (hereinafter "Grantor" or "Seller"), hereby conveys with **special warranty** to \_\_\_\_\_ [husband and wife as Joint Tenants / Tenants in Common / Tenants by the Entirety], of \_\_\_\_\_, County of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter "Grantee"), **ONLY** that certain real property comprising approximately \_\_\_\_\_ (\_\_\_\_) acres, more or less, situate, lying, and being in the County of \_\_\_\_\_, City of \_\_\_\_\_, and State of \_\_\_\_\_, as more particularly described as:

[insert legal property description]

(hereinafter "Property").

**SUBJECT** to any easements, rights of way Seller reserves for itself, its successors and assigns, for the benefit of and appurtenant to the E½ of Section 10, the W½ of SE¼ and E½ of SW¼ of Section 3, all in Township 58 North, Range 18 West, a 100 foot perpetual and non-exclusive permanent easement over and across that portion of the NE¼ of SW¼, Section 10, Township 58 North, Range 18 West that lies 100 feet southeast of the northwest right of way line of the former D.M. & I. R. Ry. Company right of way.

Seller reserves for itself, its successors and assigns, the right to use or assign to others similar easement rights. Said permanent easement shall be used for ingress and egress, for the construction, grading, maintenance and repair of roads, and for the installation, operation, use, repair, replacement and removal of utility pipes, conduits, sewer lines and electric and telephone lines and any other means of communication.

Seller will not be obligated to contribute to the construction, maintenance or repair of the roadway, which is the subject of these easements; nor to any other improvements located therein or thereon.

**TOGETHER** with all the improvements and appurtenances located therein.

By its acceptance of this Deed, Grantee on behalf of itself, its successors, and assigns, acknowledges that the physical and environmental condition of said property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said property is accepted by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantee accepts the physical and environmental condition of sold Premises "AS IS, WHERE IS, WITH ALL FAULTS" and hereby releases Grantor, its successors and assigns, from and against any and all liabilities of any nature known or unknown under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances, and to indemnify, defend, and hold harmless Grantor from and against any cost, fine, penalty or other liability of any nature, known or unknown, arising from or in connection with the physical or environmental condition of the Premises. It is the express intention of the parties that this assumption, release, and indemnity run with the Premises and shall be binding upon all of Grantee successors and assigns. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

[Grantor hereby certifies that it does not know of any wells on the Property]

**IT WITNESS WHEREOF**, Grantor, United States Steel Corporation, has caused this Special Warranty Deed to be executed in its corporate name by Garrett F. Hurley, President of USS Real Estate, a division of United States Steel Corporation, who is duly authorized to execute this instrument on behalf of said corporation as of the day, month and year first herein above written.

ATTEST:

UNITED STATES STEEL CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_  
Title: President, USS Real Estate, a division of  
United States Steel Corporation

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA :  
 : ss:  
COUNTY OF ALLEGHENY :

**ON THIS**, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a notary public for said County and Commonwealth, personally appeared Garrett F. Hurley, who acknowledged himself to be President of USS Real Estate, a division of United States Steel Corporation, and, as such, he is authorized to execute the foregoing Special Warranty Deed for the purposes therein contained by signing the name of the corporation by himself as such officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

My Commission Expires:

\*\*\*\*\*

**This instrument was prepared by:** United States Steel Corporation, Law Department; Room 1500, 600 Grant Street, Pittsburgh, Pennsylvania 15219-2800

**SEND TAX STATEMENTS TO:** \_\_\_\_\_  
\_\_\_\_\_

**Exhibit "B"**

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

**DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS**, that United States Steel Corporation, a Delaware Corporation with an office and place of business located at USS Real Estate, County Highway 102, P.O. Box 417, Mountain Iron, Minnesota 55768 ("Declarant"), being the owner of real property located in St. Louis County, Minnesota described as that part of the Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4) Section Ten (10), Township Fifty Eight (58) North of Range Eighteen (18), West of the Fourth Principal Meridian, lying and being East of the Easterly right of way of County Road 102, except the Southerly 380 feet thereof, the "Land" , does hereby declare and provide as follows:

The Land shall not be used for residential, school or playground purposes. No structures either above or below ground shall be constructed or placed upon the Land, unless the solid waste disposal site (city dump) is removed and/or remediated according to MPCA requirements and any other Federal, State and Local environmental laws or regulations.

This covenant is to run with the Land and shall be binding on the Declarant and all persons claiming under the Declarant. All subsequent conveyances of the Land shall refer to this Declaration of Restrictions ("this Declaration") and shall include the foregoing restriction; provided, however, this Declaration shall be binding on all subsequent persons having an interest in the Land, whether or not the conveyance, if any, by which they claim an interest in the Land, refers to this Declaration.

Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any part of the Land to the general public or for any public purpose other than as specifically provided herein. This Declaration shall inure to the benefit of, and shall be specifically enforceable by United States Steel Corporation ("USS") its successors and assigns.

This Declaration shall be governed by and construed in accordance with Minnesota law. Breach of the covenant contained in this Declaration shall not defeat or render invalid the

lien of any mortgage or deed of trust made in good faith and for value as to any portion of the Land, but the foregoing covenant shall be binding and effective against any owner of the Land, or any portion thereof, including any owner whose title is acquired by foreclosure, deed in lieu of foreclosure or otherwise.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of \_\_\_\_\_, 2006.

United States Steel Corporation, A Delaware Corporation

By: \_\_\_\_\_  
Garrett F. Hurley  
It's: President, USS Real Estate, a division of  
United States Steel Corporation

ATTEST:

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

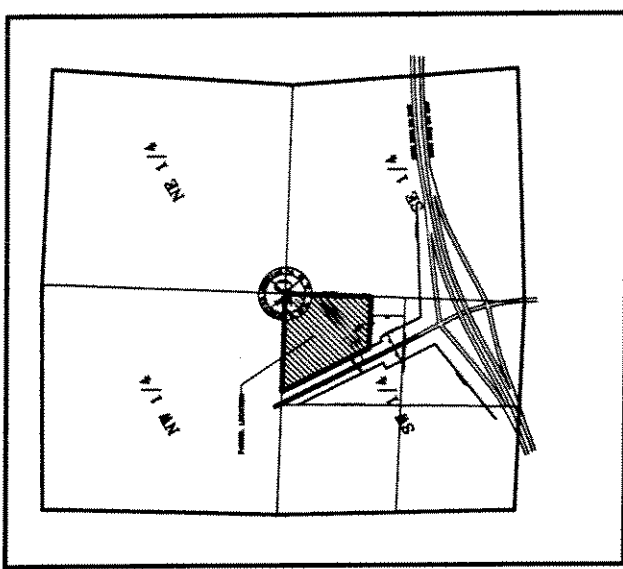
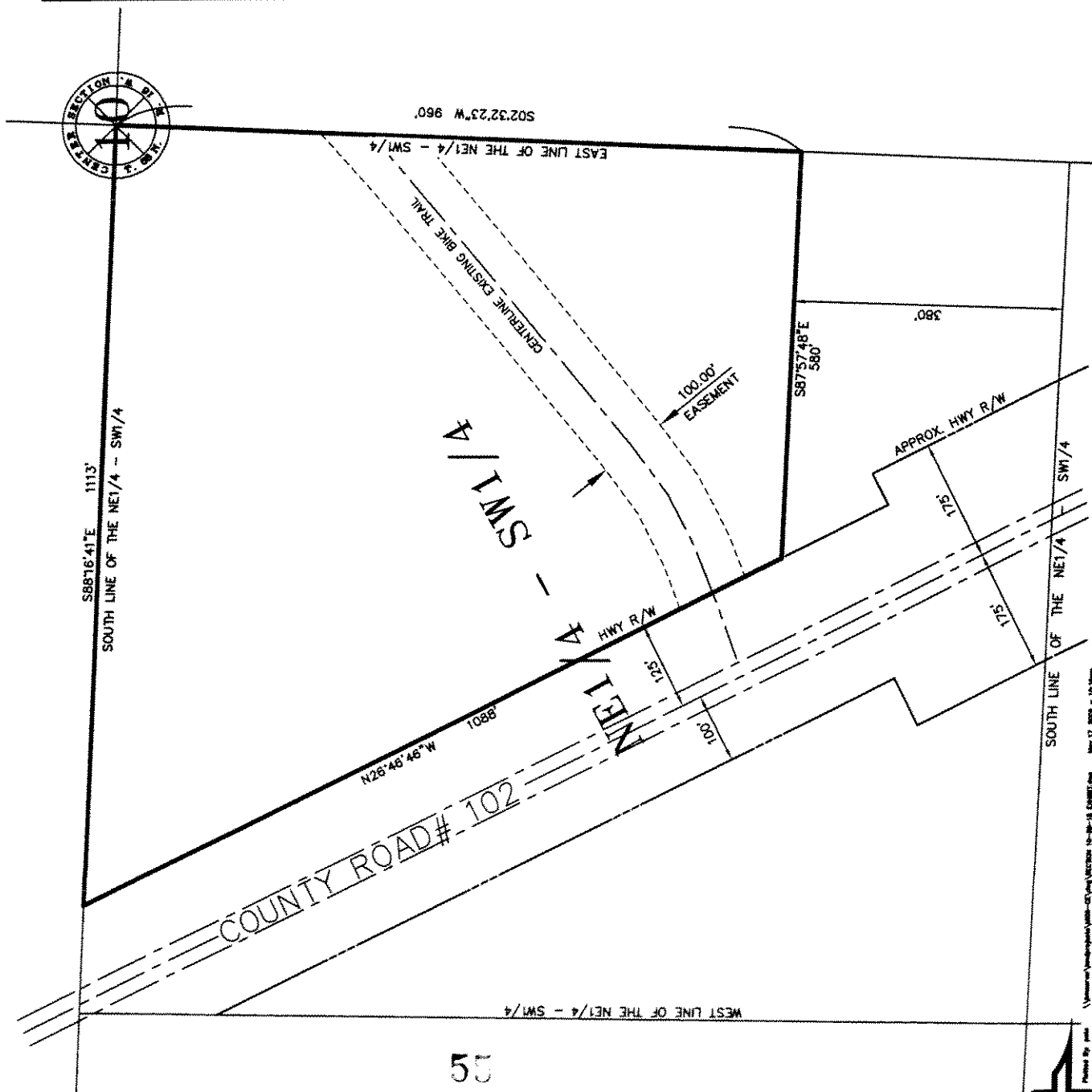
It's: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 )SS.  
COUNTY OF ALLEGHENY \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Garrett F. Hurley, President USS Real Estate a division of United States Steel Corporation and \_\_\_\_\_ the \_\_\_\_\_ of United States Steel Corporation, a Delaware Corporation .

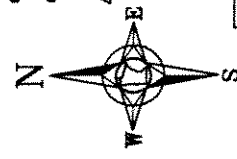
Notary Public  
\_\_\_\_\_

**PARCEL EXHIBIT**  
 A PART OF THE NE 1/4 OF THE SW 1/4  
 OF SECTION 10, T.58N., R.18W.



**INDEX MAP**  
 SCALE - NET TO SCALE

- DENOTES FOUND MONUMENT
- DENOTES MONUMENT SET CAPPED RLS#19792
- △ DENOTES CALCULATED POSITION



**Benchmark ENGINEERING, INC.**  
 2500 N. 10th Street, Suite 100  
 Fargo, ND 58103  
 Phone: 701.775.1001  
 Fax: 701.775.1002  
 www.benchmark-inc.com

I hereby certify that this document was prepared by me or under my supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

*Robyn J. Langley*  
 Printed name: **ROBYN J. LANGLEY**

Date: **5-17-06** L.S. No. **18702**



**COUNCIL LETTER 090506-VIA**

**ADMINISTRATION**

**RESOLUTION 25-06**

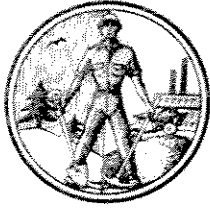
**DATE:** August 30, 2006

**FROM:** Craig J. Wainio  
City Administrator

---

During the title work for the Park Ridge Development, it came to staffs attention that the access to Park Ridge from Highway 169 was never officially opened according to MNDoT. Resolution Number 25-06 requests that MNDoT formally open the access to the Park Ridge Development.

It is recommended that the City Council adopt Resolution Number 25-06 Requesting MNDoT Access.



# 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 25-06

### ACCEPTANCE OF RIGHT-OF-WAY REVISION

WHEREAS, the City has requested that certain Highway 169 right-of-way be transferred to the City; and,

WHEREAS, the Minnesota Department of Transportation controls said highway right-of-way.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it will accept Highway 169 right-of-way revisions described as follows:

That portion of the Right-of-Way on the North side of Highway 169 located in the Southwest Quarter of the Southeast Quarter and the South Half of the Southwest Quarter all located in Section 11, Township 58 North, Range 18 West in the City of Mountain Iron, Saint Louis County, State of Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2006.**

ATTEST:

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

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

**COUNCIL LETTER 090506-VIA**

**ADMINISTRATION**

**RESOLUTION 25-06**

**DATE:** August 30, 2006

**FROM:** Craig J. Wainio  
City Administrator

---

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# CITY OF MOUNTAIN IRON

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

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ATTEST:

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Mayor Gary Skalko

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

**COUNCIL LETTER 090506-VIB**

**ADMINISTRATION**

**RESOLUTION 26-06**

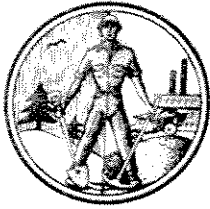
**DATE:** August 30, 2006

**FROM:** Craig J. Wainio  
City Administrator

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The developer of the Park Ridge Development would like to perform additional grading along the front of Park Ridge adjacent to Highway 169. MNDoT indicated that the best way to allow the developer to grade within the right-of-way was to have a portion of the right-of-way reverted to the City and then in turn the City would deed the property to the developer. Resolution Number 26-06 makes the formal request that MNDoT revert the Right-of-Way along the north side of Highway 169.

It is recommended that the City Council adopt Resolution Number 26-06 requesting and Accepting a Right-of-Way Reversion.



# 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 26-06

### REQUESTING ACCESS

WHEREAS, the City has developed the Park Ridge Development located along Highway 169;  
and,

WHEREAS, the Minnesota Department of Transportation controls access along said highway;  
and;

WHEREAS, the City of Mountain Iron desires to have access to the Park Ridge Development  
from Highway 169.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON,  
MINNESOTA, that the City of Mountain Iron is requesting that an access on located on  
the north side of Highway 169 at the intersection with Emerald Avenue in the City of  
Mountain Iron be opened for use as a City street.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2006.**

ATTEST:

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

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



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 27-06

### AUTHORIZING RECEIPT OF FUNDS AND AUTHORIZED SIGNATURES

**BE IT RESOLVED** that City of Mountain Iron act as the legal sponsor for project contained in the Mineland Reclamation program entitled Mountain Iron Safety Fencing.

**BE IT FURTHER RESOLVED** that City of Mountain Iron has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

**BE IT FURTHER RESOLVED** that the sources and amounts of the local match identified in the application are committed to the project identified.

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

**BE IT FURTHER RESOLVED** that the City of Mountain Iron may enter into an agreement with Iron Range Resources for the above-referenced project, and that City of Mountain Iron certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

**BE IT FURTHER RESOLVED** that Mayor and City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Mountain Iron.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2006.**

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

ATTEST:

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

August 23, 2006



Mr. Larry Nanti  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron, Minnesota 55768

Dear Mr. Nanti:

I am pleased to report that Iron Range Resources has received the Governor's signature on our 2007 fiscal year budget; the final step in the approval process. You submitted a request for a Mineland Reclamation Program funded project. You will be pleased to know that your project, **Mountain Iron Safety Fencing**, received approval for **\$15,000.00**. The Mesabi Bike Trail passes through the Old Town Historic Park Area and part of this trail is on the city street. By relocating and replacing the old fence in this area with new safety fencing, the bike trail can be moved off the street and improve safety for the trail.

The staff person assigned to work with you to complete your project is Bruce Itkonen. It is always our goal to complete a project by June 30, the end of our fiscal year. We also want to provide enough time to complete your project. Therefore, due to our budget not receiving final approval until August and our desire to give you a full construction season to complete your project, **we are setting a December 31, 2007 completion date for all the FY 2007 Mineland Reclamation program funded projects.**

The next step is for you to confirm your intention to proceed with this project as approved and your commitment to complete it prior to December 31, 2007. This can be accomplished by passing a resolution or having the appropriate official write and sign a letter of commitment and then sending this documentation to the address listed below.

If you have any questions or need to discuss your project's details, you can contact Bruce Itkonen, or me at the phone number listed below.

Sincerely,

A handwritten signature in cursive script that reads 'Dan R. Jordan'.

DANIEL R. JORDAN  
Mining and Mineral Program Supervisor

DJ:s

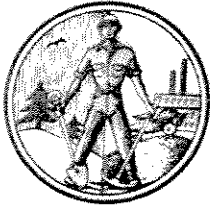


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Iron Range Resources  
Mineland Reclamation  
801 SW HWY 169  
Suite 2  
Chisholm, MN 55719  
(218) 254-7967  
fax (218) 254-7973  
[www.IronRangeResources.org](http://www.IronRangeResources.org)





# 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 28-06

### AUTHORIZING RECEIPT OF FUNDS AND AUTHORIZED SIGNATURES

**BE IT RESOLVED** that City of Mountain Iron act as the legal sponsor for project contained in the Mineland Reclamation program entitled Mountain Iron West-Two Rivers Campground Electrical Upgrade.

**BE IT FURTHER RESOLVED** that City of Mountain Iron has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

**BE IT FURTHER RESOLVED** that the sources and amounts of the local match identified in the application are committed to the project identified.

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

**BE IT FURTHER RESOLVED** that the City of Mountain Iron may enter into an agreement with Iron Range Resources for the above-referenced project, and that City of Mountain Iron certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

**BE IT FURTHER RESOLVED** that Mayor and City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Mountain Iron.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER, 2006.**

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

ATTEST:

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

August 23, 2006



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

Dear Mr. Nanti:

I am pleased to report that Iron Range Resources has received the Governor's signature on our 2007 fiscal year budget; the final step in the approval process. You submitted a request for a Mineland Reclamation Program funded project. You will be pleased to know that your project, **Mountain Iron West-Two Rivers Campground Electrical Upgrade**, received approval for **\$20,000.00**. When the campground was built, the campsite electrical service was installed with 15 and 20 amp breakers. Current recreational vehicles require 30 and 50 amp service. This electrical service upgrade will cost \$30,000 to \$40,000 and the city of Mountain Iron will fund the remaining balance.

The staff person assigned to work with you to complete your project is Gordy Dormanen. It is always our goal to complete a project by June 30, the end of our fiscal year. We also want to provide enough time to complete your project. Therefore, due to our budget not receiving final approval until August and our desire to give you a full construction season to complete your project, **we are setting a December 31, 2007 completion date for all the FY 2007 Mineland Reclamation program funded projects.**

The next step is for you to confirm your intention to proceed with this project as approved and your commitment to complete it prior to December 31, 2007. This can be accomplished by passing a resolution or having the appropriate official write and sign a letter of commitment and then sending this documentation to the address listed below.

If you have any questions or need to discuss your project's details, you can contact Gordy Dormanen, or me at the phone number listed below.

Sincerely,

A handwritten signature in black ink that reads 'Dan R. Jordan'.

DANIEL R. JORDAN  
Mining and Mineral Program Supervisor

DJ:s



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Iron Range Resources  
Mineland Reclamation  
801 SW HWY 169  
Suite 2  
Chisholm, MN 55719  
(218) 254-7967  
fax (218) 254-7973  
[www.IronRangeResources.org](http://www.IronRangeResources.org)

**COUNCIL LETTER 090506-VIE**

**LIBRARY**

**ASSISTANT LIBRARIAN POSITION**

**DATE:** August 30, 2006

**FROM:** Craig J. Wainio  
City Administrator

---

No applications were received through the internal posting for the Assistant Librarian position. Therefore it is recommended that the City Council place Mrs. Laura Neiters on permanent status and set her hire date for seniority purposes to July 20, 2006.

Ace Club, c/o Melissa Briski  
P.O. Box 537  
Mt. Iron, MN 55768

August 28, 2006

Dear Members of the Mt. Iron City Council:

The MIB Ace Club is an organization that supports the efforts of the MIB Volleyball Team. We are scheduled to use the Senior Citizens' Center on September 10, 2006 for a fundraising event. We are writing to ask the City of Mt. Iron to support the fundraiser by waiving the fees associated with using the facility. Your donation would be very much appreciated. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Melissa J. Briski".

Melissa Briski, Head Coach, Ace Club Chair

**COUNCIL LETTER 090506-IX**

**CITY COUNCIL**

**CLOSED MEETING**

**DATE:** August 30, 2006

**FROM:** City Council

Craig J. Wainio  
City Administrator

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The City Council may enter into a Closed Meeting to discuss contract negotiations strategies concerning the contract with certain management personnel.

COMMUNICATIONS  
SEPTEMBER 5, 2006

1. Sally Peterangelo, Librarian, forwarding the new Fall schedule for operating hours for the Library beginning September 5<sup>th</sup>.
2. League of Minnesota Cities, forwarding a DVD copy of "Great Waters Gone Bad", a 30-minute television documentary.
3. Daniel Jordan, Mining and Mineral Program Supervisor, Iron Range Resources, advising the City that there were no grant funds awarded for the Locomotive Park and the ATV Trail Improvements.
4. Biosolids Disposal Site Authority, forwarding the 2007 budget.
5. Tri-Cities Biosolids Disposal Authority, forwarding the 2007 budget.

**August 28, 2006**

**To: Mayor Skalko & City Council Members  
From: Sally Peterangelo/Library  
Re: Fall hours**

**The library board has made changes for our  
fall hours. The new hours will be:**

**Monday-Thursday: 12:00-7:30 p.m.  
Saturday: 10:00-2:00 p.m.  
Friday: Closed**

**These hours will begin Tuesday, September 5.**



## League of Minnesota Cities

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

(651) 281-1200 • (800) 925-1122

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

[www.lmnc.org](http://www.lmnc.org)

August 2006

Dear city official:

The impaired conditions of Minnesota waters and compliance with the Federal Clean Water Act are impacting business and residential development in our cities. To encourage greater understanding of these issues among city officials and the general public, we have enclosed a DVD-copy of "Great Waters Gone Bad," a 30-minute television documentary. We have also mailed a copy of the DVD directly to your city's mayor.

"Great Waters Gone Bad" is a co-production of the League of Minnesota Cities and Twin Cities Public Television (TPT). It first aired on July 16<sup>th</sup> as part of TPT's "Minnesota Channel" public affairs programming, and will air several more times over the next few weeks at dates and times to be announced.

The League funded production of the documentary, and logistical assistance was provided by a number of organizations involved either directly or indirectly in the broad-based Clean Water Legacy Coalition. Interview subjects included mayors from the cities of Annandale, Austin, and Maple Lake as well as representatives from the League, the Minnesota Chamber of Commerce, the Clean Water Action Alliance, and the Stearns County Soil and Water Conservation District.

The documentary does not promote a specific call-to-action, nor does it advocate for a specific funding solution. It is an educational and informational piece designed for viewers to gain a better understanding of the serious challenges faced by city and state officials in identifying affected bodies of water, and in bringing those waters into compliance with Federal standards. Effects on the agricultural, environmental, and business communities are also examined.

Please take time to view the documentary and share it with your city councilmembers, legislators, county commissioners, civic groups and/or neighborhood groups that may have an interest in this topic. We have enclosed an additional copy of the DVD that you may want to give to your city's television cable access station for local broadcast, or to a teacher in your community for classroom use. If you are interested in ordering more copies, complete and return the enclosed form or contact Melissa Doty at (651) 281-1214.

We hope that "Great Waters Gone Bad" inspires public discussion and does its part to bring attention to one of the most important issues confronting Minnesota communities.

Sincerely,

James F. Miller  
Executive Director



August 23, 2006

Mr. Larry Nanti  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron, MN 55768-8260

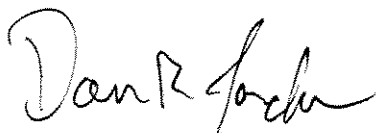
Dear Mr. Nanti:

Iron Range Resources has received the Governor's signature on our 2007 fiscal year budget; the final step in the budget approval process. You submitted a request for a Mineland Reclamation Program funded project and unfortunately, I must inform you that your projects: Improvements to the locomotive park and the ATV Trail Improvements were not selected for funding. Every year we receive more requests than we have funds available to disburse and this year was no exception. We received more than \$3 million in requests and could only fund \$1.1 million of them.

We appreciate the time and effort you spent responding to our solicitation for projects and would encourage you to do so in the future. We also have a new funding program initiated this year to promote and encourage implementation of Laurentian Vision Partnership concepts. If you have a project that can be developed and implemented with a mining company, I would encourage you to review the enclosed guidelines for more details. The stated deadline is September 8, but please contact me immediately if you have a possible project to submit and cannot make this deadline.

I anticipate that the Mining, Mineral Development, and Reclamation budget allocation for the next fiscal year will be similar to this year's. Therefore, you may wish to begin developing a project for submission next year. If you want to discuss it with a staff member to get some input or assistance, please feel free to contact me.

Sincerely,



DANIEL R. JORDAN  
Mining and Mineral Program Supervisor

DRJ:s



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801 SW HWY 169  
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[www.IronRangeResources.org](http://www.IronRangeResources.org)

# BIOSOLIDS DISPOSAL SITE AUTHORITY

327 First Street South  
Virginia, MN 55792

City of Eveleth  
City of Gilbert  
City of Mt. Iron  
City of Virginia

August 18, 2006

Honorable Mayor and City Council  
City of Mt. Iron  
City Hall  
Mt. Iron, MN 55768

Mayor and Councilors:

At a regular meeting of the Biosolids Disposal Site Authority (BDSA) held August 16, 2006, the 2007 BDSA budget was adopted with a total of \$33,650.00. Enclosed is a copy of the 2007 BDSA budget.

By Ordinance, the budget is financed by an annual per capita fee from each member City. At this same BDSA meeting, the annual per capita fee for financing the 2007 budget was set at \$1.8833.

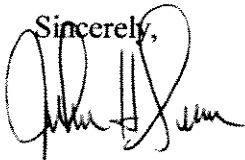
The 2000 Census for the City of Mt. Iron is 2,999 persons. Mt. Iron's share of the BDSA 2007 budget is \$5,647.88.

Mt. Iron's share of the 2007 budget will be billed in late December 2006.

It is hoped that this information is sufficient for determining your City's budget.

If you have any questions concerning this budget, please contact Don Kleinschmidt or myself.

Sincerely,



John H. Seurer  
Sec/Treas for the BDSA

Enclosure

Copy: Don Kleinschmidt

# BIOSOLIDS DISPOSAL SITE AUTHORITY

327 First Street South  
Virginia, MN 55792

City of Eveleth  
City of Gilbert  
City of Mt. Iron  
City of Virginia

## 2007 BSDA Budget

Site Superintendent	\$ 500
Sites and Road Maintenance	13,000
Snowplowing	4,000
Professional Services	2,250
Secretary/Treasurer	1,900
Insurance and Bond	3,000
Site Permanent Improvement	<u>9,000</u>
Total	\$33,650

The 2007 BSDA Budget will be funded by an annual \$1.8833 per capita charge, per the Ordinance that established the BSDA. Each City's Share is as follows.

<u>City</u>	<u>Population</u>	<u>Share of Budget</u>
Eveleth	3,865	\$7,278.78
Gilbert	1,847	3,478.37
Mt. Iron	2,999	5,647.88
Virginia	9,157	<u>17,244.97</u>
Totals	17,868	\$ 33,650.00

**TRI-CITIES  
BIOSOLIDS DISPOSAL AUTHORITY**

327 First Street South  
Virginia, MN 55792

City of Eveleth

City of Gilbert

City of Mt. Iron

August 16, 2006

Honorable Mayor and City Council  
City of Mt. Iron  
City Hall  
Mt. Iron, MN 55768

Mayor and Councilors:

At a regular meeting of the Tri-Cities Biosolids Disposal Authority (TCBDA) held August 16, 2006, the 2007 TCBDA budget was adopted with a total of \$78,300.00. Please find enclosed a copy of the TCBDA budget.

By Ordinance each City's share of the Budget is determined by comparing the number of loads of biosolids hauled by each City to the number of loads hauled from all three Cities during the period of July 1 through June 30 of the year just prior to the making of each annual budget. A breakdown of the cost to each City for the 2007 budget is outlined on the same sheet as the 2007 budget.

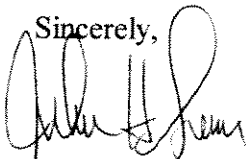
The City of Mt. Iron's share of the TCBDA 2007 budget is \$28,540.36.

It is hoped that this information is sufficient for purposes of determining your budget.

In late December 2006, the TCBDA will bill you by letter, one-fourth of your 2007 share of the TCBDA budget for the first quarter.

If you have any questions concerning this budget, please contact Don Kleinschmidt or myself.

Sincerely,



John H. Seurer  
TCBDA Sec. - Treas.

Enclosure

Copy: Don Kleinschmidt

# TRI-CITIES BIOSOLIDS DISPOSAL AUTHORITY

327 First Street South  
Virginia, MN 55792

City of Eveleth

City of Gilbert

City of Mt. Iron

## 2007 TCBDA Budget

* Employee's Wages and Benefits	\$49,000
Insurance & Bond	3,500
Office & Admin. Expense	2,200
Fuel	7,000
Repair & Maintenance	1,000
Garage Expense	2,500
Professional Services	2,400
Truck Replacement	12,000
Communication/Rental Fees	<u>1,000</u>
Subtotal	\$80,600
less BDSA reimbursements	<u>- 2,300</u>
<b>Total</b>	<b>\$78,300</b>

\* Employee's include AplTech/Site Mgr, Sec/Treas, Relief Driver, and City of Mt. Iron Bookkeeper reimbursement

The 2007 TCBDA Budget will be funded per the Ordinance that established the TCBDA. Each City pays according to the percentage of loads they hauled compared to the total loads from all three Cities during a period of July 1, 2005 - June 30, 2006.

<u>City</u>	<u>% of Loads</u>	<u>Share of Budget</u>
Eveleth	33.8	\$ 26,448.95
Gilbert	29.8	23,310.69
Mt. Iron	<u>36.4</u>	<u>28,540.36</u>
Totals	100.0	\$ 78,300.00