

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, SEPTEMBER 18, 2006 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the September 5, 2006 Regular Meeting (#1-12)
 - B. Communications (#62-63)
 - C. Receipts
 - D. Bills and Payroll
- III. Public Forum
 - A. Iron Range Network Presentation(#13)
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Hire Russo Consulting (#14)
 - 2. Legality of Letter(#15-16)
 - B. City Administrator's Report
 - 1. Dial-A-Ride (#17)
 - C. Director of Public Works Report
 - 1. Trailer Quotes (#21)
 - 2. Surplus Property Sale (#22)
 - 3. Walgreen Project (#23)
 - D. Director of Parks and Recreations Report
 - 1. MMUA Safety Contract(#24-28)
 - 2. South Grove Land Sale (#29)
 - 3. Blight Issues
 - E. Sheriff's Department Report(#30)
 - F. City Attorney's Report
 - G. City Engineer's Report
 - 1. Unity 2nd Addition Plat #31-32)
 - 2. Walgreen Project(#33)
 - H. Personnel Committee
 - 1. Lineman's Position (#34-35)
 - 2. Time Sheets (#36-39)
 - I. Liaison Reports
- V. Unfinished Business
 - A. Downtown Group (#40)
- VI. New Business
 - A. Resolution Approving Joint Powers Agreement (#41-52)
 - B. Pay Request Number 10(#53-55)
 - C. Mesabi Humane Society Contract(#56-60)
 - D. Communications (#62-63)
- VII. Open Discussion
- VIII. Announcements
- IX. Closed Meeting (#61)
- X. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
SEPTEMBER 5, 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; Wade Rasch, Sergeant; Sally Peterangelo, Librarian, (entered at 7:06 p.m.); and Steve Norvitch, Assistant Fire Chief (entered at 7:08 p.m.).

The Mayor welcomed the audience and the television viewing audience to the meeting. The Mayor also requested that all votes be roll call votes beginning with this meeting.

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

1. Add the following to the agenda:
IV. A. 1. Review ordinance banning fabric structures
2. Approve the minutes of the August 7, 2006, City Council meeting as submitted.
3. Approve the minutes of the August 21, 2006, City Council meeting with the following correction:
Page 1, paragraph 9, "The Mayor thanked the Recreation Director, and City Staff, and Volunteers that worked during the Merritt Days Celebration".
4. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
5. To acknowledge the receipts for the period August 16-31, 2006, totaling \$529,216.51, (a list is attached and made a part of these minutes).
6. To authorize the payments of the bills and payroll for the period August 16-31, 2006, totaling \$260,716.77, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the Mayor's report, the Mayor stated that he had contacted Terry Leoni regarding the truck transportation route for the Biomass Project. Mr. Leoni said that he would talk to Mesabi Bituminous and request that they change their route. The Mayor stated that the City can request to have them go on different road, but can not order them to do so.

The Mayor said that he met with several people regarding the motor vehicle sales tax amendment. He said that it does not guarantee any funds for roads and the bill is worded very tricky. The Mayor said that the money could actually just go to transit in the metro area. The Mayor said that on Monday, August 28th, he met with the City Attorney regarding the cleanup of the City Dump Site. The City Attorney advised the Mayor that whoever created the dump site is responsible for cleaning the area. The Attorney said that it is better for the City to own it because the City would qualify for grants for the cleanup of the property.

The Mayor also advised the Council that he met with the Fire Department regarding the Mountain Iron First Responders. He said that the Mountain Iron First Responders are looking for interest for people to serve as first responders, which is a much needed service to the residents of Mountain Iron.

The Mayor advised the Council and the Public that through the Economic Development Authority (EDA) the Fairview Clinic has signed a development agreement for an expansion that would be approximately a \$3 million dollar expansion with construction scheduled to begin in the Spring of 2008.

The Mayor said that at the last meeting there was some misinformation given regarding the Park Ridge Development and he wanted to correct that information. He said that Park Ridge Development Project is a 40 acres site developed in 2003 on the north side of Highway 169 across from the City hall. He said that the City Council voted on the project in May of 2003. The Mayor said that in March of 2006 the Park Ridge Development area was sold to a Development Firm from Eau Claire for \$412,000. The Mayor said that there was \$300,000 of City bonded funds and a \$300,000 IRRRA grant for the project. The Development Firm has committed to developing a motel, a restaurant, and a big box. The Mayor said that the key to the agreement is that if the Development Firm does not have \$7.5 million of property tax value, according to the Saint Louis County Assessor, by March of 2008, the EDA will receive another \$412,000. If they don't reach that same goal by March of 2010 they will have to pay an additional \$412,000 to the EDA. The Mayor stated that he checked the official minutes of the May 5, 2003 to clarify that Councilor Irish and Roskoski voted no on the project.

The Mayor announced that the next Labor/Management meeting was set for Tuesday, September 12th, at 2:00 p.m. The Mayor said that it is Councilor Roskoski's turn to represent the Council on the rotation basis.

Councilor Irish said that he would be addressing the Park Ridge Development Project regarding the Mayor grandstanding about the project. The Mayor stated that he researched and presented factual information to the Council. Councilor Irish stated that he supported the sale of the Park Ridge Development area to the Development Firm through the EDA recently. Councilor Irish stated that he was looking for a way of saving the City money in the first place if the City did not initially upgrade that property because the Development Firm that just bought the property would be redoing the area for their construction needs.

It was moved by Skalko and supported by Prebeg to direct the Planning and Zoning to review our City's 1998 Ordinance that bans fabric structures in certain areas of our City. Items to be reviewed and a recommendation made to the Council would include: 1) Acreage of the owner's property (one acre minimum suggested); 2) fabric structure's size (width and height) and location of the structure on the property; and 3) other areas the Planning and Zoning Commission deems necessary. The motion carried unanimously on a roll call vote.

The Director of Public Works advised the Council that the City Engineer was working on the plans and specification on the Unity Drive area and it should be on the next City Council agenda to call for bids on the project and the project should begin in the Spring of 2007.

It was moved by Irish and supported by Roskoski to have the Director of Public Works contact the Contractor who completed the 2006 cracking sealing project and seek quotes to have him complete the crack sealing for the remaining roads. The motion carried on the following roll call vote: Irish, yes; Roskoski, yes; Prebeg, no; Nelson, no; and Skalko, yes.

It was moved by Skalko and supported by Irish to authorize the Director of Parks and Recreation to purchase the 2007 advertisement for the Iron Trail Getaway Guide at a cost of \$1,685.00. The motion carried unanimously on a roll call vote.

The City Engineer updated the Council on the Walgreen project. He stated that Benchmark Engineering completed the preliminary layout for Walgreen, but they were not completing the final site plan.

Councilor Roskoski questioned the City Engineer regarding the sidewalks and lighting in the Walgreen area. The City Engineer stated that he had not heard of any city participation/costs to the City. The Mayor said that the Walgreen Developers have not asked the City for any TIF designation, tax abatements, or any other contributions. The Director of Public Works said that the City would be looping a water line by the curbed area to make a connection between the Ann's Acres water system and the City water system.

It was moved by Nelson and supported by Roskoski to authorize the Fire Department to donate the following equipment to the City of St. Augusta Fire Department:

- 22 Minitor II Motorola Pages
- 7 HT 1000 Motorola portable radios, 16 channel
- 4 MT 1000 Motorola portable radions, 16 channel
- 1 GE 16 channel mobile radio
- 2 Motorola Mostar mobile radios, 16 channel
- 1 Motorola Matrac mobile radio, 16 channel

The motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Irish 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). The motion carried unanimously on a roll call vote.

It was move by Skalko and supported by Nelson to authorize the agreement for the sale and purchase of real estate from United States Steel Real Estate, Section 10, Township 58, Range 18 West, part of the Northeast Quarter of the Southwest Quarter, City of Mountain Iron, Saint Louis County, for the purchase price of \$18,000. The motion carried on the following roll call vote: Irish, no; Roskoski, no; Prebeg, yes; Nelson, yes; and Skalko, yes.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 26-06, requesting access, (a copy is attached and made a part of these minutes). The motion carried on the following roll call vote: Roskoski, no; Prebeg, yes; Nelson, yes; Irish, yes; and Skalko, yes.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 25-06, acceptance of right-of-way revision, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

It was moved by Roskoski and supported by Skalko to adopt Resolution Number 27-06, authorizing receipt of funds and authorizing signatures, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Prebeg to adopt Resolution Number 28-06, authorizing receipt of funds and authorizing signatures, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

It was moved by Skalko and supported by Nelson to place Laura Neiters on permanent status and her hire date for seniority purposes would be July 20, 2006. The motion carried on the following roll call vote: Roskoski, no; Prebeg, yes; Nelson, yes; Irish, yes; and Skalko, yes.

It was moved by Prebeg and supported by Skalko to waive the rental fee for the Senior Citizens' Center for September 10, 2006 for the Ace Club Fundraiser. The motion carried unanimously on a roll call vote.

It was moved by Roskoski and supported by Skalko to approve of the 2007 budget for the Biosolids Disposal Site Authority and the Tri-Cities Biosolids Disposal Authority. The motion carried unanimously on a roll call vote.

At 8:00 p.m., it was moved by Skalko and supported by Prebeg to recess the regular meeting and open the closed meeting to discuss contract negotiations strategies concerning the contracts with certain management personnel. The motion carried unanimously.

The Council recessed until 8:16 p.m.

At 8:46 p.m., it was moved by Skalko and supported by Prebeg to adjourn the closed meeting and reopen the regular meeting. The motion carried.

At 8:47 p.m., it was moved by Roskoski and supported by Irish that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

COMMUNICATIONS

1. Sally Peterangelo, Librarian, forwarding the new Fall schedule for operating hours for the Library beginning September 5th.
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.

Summary By Category And Distribution

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
BUILDING RENTALS	COMMUNITY CENTER	325.00
MISCELLANEOUS	REIMBURSEMENTS	35,304.96
PERMITS	BUILDING	53.04
UTILITY	UTILITY	100,086.26
MISCELLANEOUS	ASSESSMENT SEARCHES	50.00
METER DEPOSITS	ELECTRIC	2,900.00
CAMPGROUND RECEIPTS	FEES	3,776.00
CD INTEREST	CD INTEREST 101	2.30
CD INTEREST	CD INTEREST 301	116.95
CD INTEREST	CD INTEREST 376	9.18
CD INTEREST	CD INTEREST 378	89.43
CD INTEREST	CD INTEREST 602	11.46
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	1,339.08
MISCELLANEOUS	ELECTRICAL INSPEC FORMS	1.00
CAMPGROUND RECEIPTS	PEPSI COLA	105.55
COPIES	COPIES	.25
INTERGOVERNMENTAL REVENUE	TACONITE PRODUCTION TAX	356,281.00
PERMITS	VARIANCE	150.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	26,367.05
MISCELLANEOUS	SPEC. EVENT-FUNDS NOT USED-CR	1,548.00
Summary Totals:		<u>529,216.51</u>

Check Issue Date(s): 08/29/2006 - 09/08/2006

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/06	09/08/2006	33767	130017	AMERICAN BANK	002-20200	94.13
09/06	09/08/2006	33768	10001	ARROWHEAD ECONOMIC OPPORTUNI	002-20200	3,188.20
09/06	09/08/2006	33769	5007	ASSURANT EMPLOYEE BENEFITS	002-20200	588.69
09/06	09/08/2006	33770	20022	BENCHMARK ENGINEERING INC	002-20200	6,018.60
09/06	09/08/2006	33771	220003	CITY OF VIRGINIA	002-20200	100.00
09/06	09/08/2006	33772	30005	CLERK OF CONCILIATION COURT	002-20200	75.00
09/06	09/08/2006	33773	30024	COALITION OF GREATER MN CITIES	002-20200	4,247.00
09/06	09/08/2006	33774	9016	DAN BOYER	002-20200	100.00
09/06	09/08/2006	33775	40009	DEPARTMENT OF COMMERCE	002-20200	10.93
09/06	09/08/2006	33776	9017	DRCC	002-20200	100.00
09/06	09/08/2006	33777	70029	GUARDIAN PEST CONTROL INC	002-20200	62.62
09/06	09/08/2006	33778	90015	IRON RANGE TOURISM BUREAU	002-20200	1,685.00
09/06	09/08/2006	33779	9018	KATHLEEN SANDE	002-20200	100.00
09/06	09/08/2006	33780	120032	LAKE COUNTRY POWER	002-20200	130.00
09/06	09/08/2006	33781	120003	LEAGUE OF MINNESOTA CITIES	002-20200	2,407.00
09/06	09/08/2006	33782	120005	LEAGUE OF MN CITIES INS TRUST	002-20200	525.00
09/06	09/08/2006	33783	120001	LEFTY'S RENT-A-TENT	002-20200	350.16
09/06	09/08/2006	33784	9019	LISA HULTGREN	002-20200	40.00
09/06	09/08/2006	33785	130006	MESABI HUMANE SOCIETY	002-20200	1,000.00
09/06	09/08/2006	33786	130044	MINNESOTA DEPT OF HEALTH	002-20200	1,494.60
09/06	09/08/2006	33787	140026	MINNESOTA ENERGY RESOURCES	002-20200	899.38
09/06	09/08/2006	33788	130009	MINNESOTA POWER	002-20200	48,829.91
09/06	09/08/2006	33789	130024	MN POLLUTION CONTROL AGENCY	002-20200	350.00
09/06	09/08/2006	33790	140052	NORTHEAST SERVICE COOPERATIVE	002-20200	36,512.60
09/06	09/08/2006	33791	140011	NORTHEAST TECHNICAL SERVICE	002-20200	24.75
09/06	09/08/2006	33792	40032	OFFICE OF ENTERPRISE TECHNOLOG	002-20200	424.87
09/06	09/08/2006	33793	160045	PHILLIPS 66-CONOCO-76	002-20200	4,783.78
09/06	09/08/2006	33794	160032	PORTABLE JOHN	002-20200	1,495.41
09/06	09/08/2006	33795	170001	QWEST	002-20200	61.40
09/06	09/08/2006	33796	170002	QWEST/POLE RENTAL	002-20200	22.00
09/06	09/08/2006	33797	190045	SERVICE SOLUTIONS	002-20200	336.59
09/06	09/08/2006	33798	190024	ST LOUIS CO SHERIFF LITMAN	002-20200	35,000.00
09/06	09/08/2006	33799	190013	ST LOUIS COUNTY	002-20200	17,122.47
09/06	09/08/2006	33800	200020	THE TRENTI LAW FIRM	002-20200	5,291.17
09/06	09/08/2006	33801	210023	U S STEEL GROUP	002-20200	1,800.00
09/06	09/08/2006	33802	210017	ULTIMATE BODY AND FRAME	002-20200	1,383.76
09/06	09/08/2006	33803	220025	VERIZON WIRELESS, BELLEVUE	002-20200	18.41
09/06	09/08/2006	33804	220020	VISA OR AMERICAN BANK CC PMT	002-20200	359.77
09/06	09/08/2006	33805	230010	WILBUR & VIOLET BALL	002-20200	1,492.86
09/06	09/08/2006	33806	230031	WUSZ-FM	002-20200	210.00
09/06	09/08/2006	33807	240001	XEROX CORPORATION	002-20200	386.80

Totals:

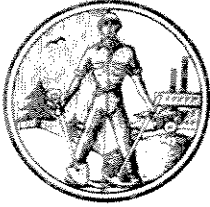
179,122.86

Payroll-PP Ending 8/25/06

81,593.91

TOTAL EXPENDITURES

\$260,716.77



CITY OF MOUNTAIN IRON

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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;

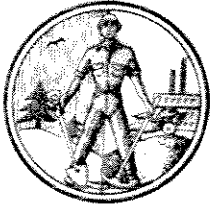
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron Opposes the Motor Vehicle Sales Tax constitutional amendment and urges the next legislature and Governor to do its job and pass a comprehensive transportation funding package.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2006.

ATTEST:

City Administrator

Mayor Gary Skaiko



CITY OF MOUNTAIN IRON

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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:

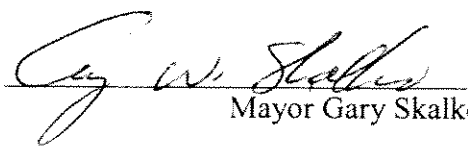
That portion of the Right-of-Way on the North side of Highway 169 located in the Southwest Quarter of the Southeast Quarter and the South Half of the Southwest Quarter all located in Section 11, Township 58 North, Range 18 West in the City of Mountain Iron, Saint Louis County, State of Minnesota.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2006.

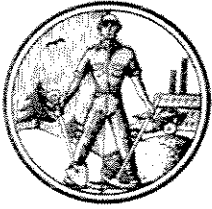
ATTEST:



City Administrator



Mayor Gary Skalko



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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.

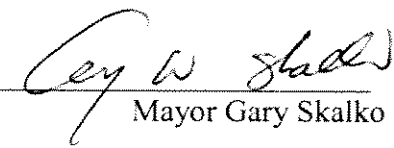
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON,
MINNESOTA, that the City of Mountain Iron is requesting that an access on located on
the north side of Highway 169 at the intersection with Emerald Avenue in the City of
Mountain Iron be opened for use as a City street.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2006.

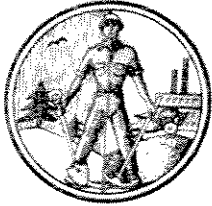
ATTEST:



City Administrator



Mayor Gary Skalko



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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.

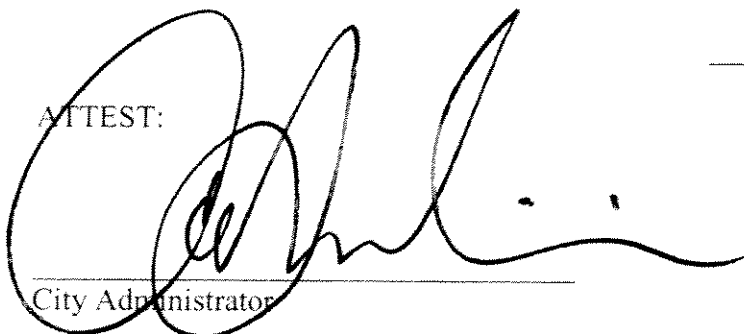
BE IT FURTHER RESOLVED that City of Mountain Iron has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

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 5th DAY OF SEPTEMBER, 2006.

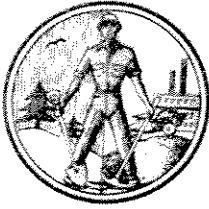
ATTEST:



City Administrator



Mayor Gary Skalko



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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.

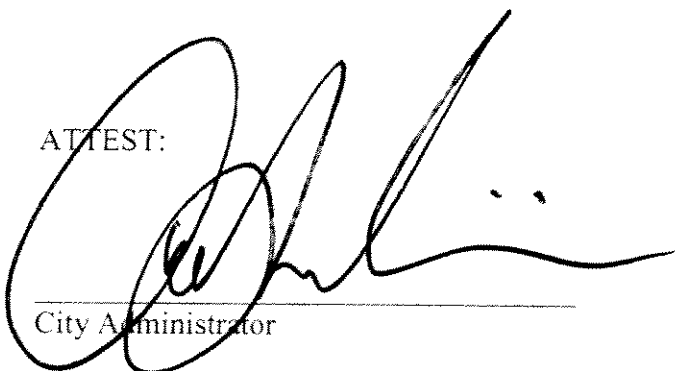
BE IT FURTHER RESOLVED that City of Mountain Iron has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

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.

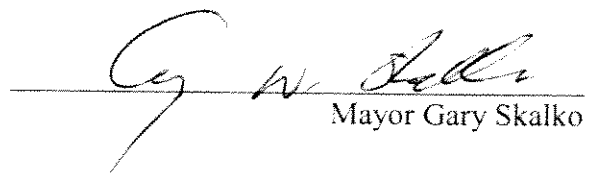
BE IT FURTHER RESOLVED that Mayor and City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Mountain Iron.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2006.

ATTEST:



City Administrator



Mayor Gary Skalko

COUNCIL LETTER 091806-III A

PUBLIC FORUM

IRON RANGE NETWORK

DATE: September 13, 2006

FROM: Craig J. Wainio
City Administrator

A presentation will be made regarding a project titled Iron Range Network. Iron Range Network is a venture to bring fiber optic connectivity to households in the communities on the iron range. Agenda item VIA on the Agenda related tot his topic and provides a copy of the proposed joint powers agreement for the project.

COUNCIL LETTER 091806-IVA1

MAYOR SKALKO

HIRE THE RUSSO CONSULTING FIRM

DATE: September 13, 2006

FROM: Mayor Gary Skalko

Craig J. Wainio
City Administrator

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

As agreed upon at our last closed meeting, hire Louis Russo to work with the Personnel Committee/Council in negotiating contracts with our salary employees.

COUNCIL LETTER 091806-IVA2

MAYOR SKALKO

**REVIEW LEGALITY/APPROPRIATENESS
OF SUCH MEMO'S AS EXHIBIT A**

DATE: September 13, 2006

FROM: Mayor Gary Skalko

Craig J. Wainio
City Administrator

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

Exhibit A – have our City Attorney review and come up with his findings of such memo's.



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

Exhibit: A

TO: Administrative Hearing Board
Sam Aluni, City Attorney
Jerry Kujala, Zoning Administrator

FROM: Larry Nanti, Blight Officer

DATE: August 30, 2006

SUBJECT: Blight Offense Hearing

The Administrative Hearing to determine if P&H Minepro's operations at 8317 Jasmine Street require a Conditional Use Permit for the alleged operation of a salvage yard has been scheduled for September 11, 2006, at 4:00 p.m. in the Mountain Iron City Hall

If you have any questions or comments regarding this matter, please do not hesitate to contact me at 218-748-7570 or email cwainio@ci.mountain-iron.mn.us.

This is an opportunity for you to voice your concern to your City Council if you have been or are being bothered by noise, dust or fumes from P&H Minepro's operation in Merritt Industrial Park.

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Thank you —
Ed Roskoski
City Councilor

see over the word around —

COUNCIL LETTER 091806-IVB1

COUNCILOR ROSKOSKI

DIAL A RIDE

DATE: September 13, 2006

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

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

The City Administrator will provide an update on costs to provide the service to parts or all of Mountain Iron.

No cost estimates have been received from the City of Virginia at this time.
(CJW)



Minnesota Department of Transportation

1123 Mesaba Avenue
Duluth, MN 55811-2798
Office Tel: 218/ 723-4870
Fax: 218/ 723-4774

101 N. Hoover Road
Virginia, MN 55792-3412
Office Tel: 218/ 749-7793
Fax: 218/ 749-7799

August 24, 2006

Re: Solicitation for Enhancement Projects

Dear Public Official:

The purpose of this letter is to request the submittal of projects to be funded up to 80% by federal Enhancement funds. You should forward this solicitation to individuals in your organization responsible for proposing and developing projects which are historic, scenic, or environmental in nature and/or focus on facilities for bicycles and pedestrians.

Enhancement funds are to be expended exclusively on twelve activities which have been grouped into three categories: 1) Pedestrian and Bicycle, 2) Historic, 3) Scenic and Environmental. Enhancement funds are a ten percent portion of the Surface Transportation Program established in the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and continued in the Transportation Equity Act for the Twenty-first Century (TEA-21) in 1998 and in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in 2005.

Minnesota receives Enhancement Funds in the amount of ten million dollars per year. The Northeast Minnesota Area Transportation Partnership (NE MN ATP) typically prioritizes enhancement projects totaling \$1.5 million per year.

The attached materials include Enhancements process guidelines, deadlines and workshop information.

This solicitation is for State Fiscal Year 2011. However, if projects can be made ready for bids in an earlier year, please indicate this on your project application. I would like to emphasize the importance of project schedules that are realistic and achievable along with accurate cost estimates.

Applicants are encouraged to attend an Enhancement workshop on September 20th at 1:00 PM at the Mn/DOT office in Virginia. Pre-Applications can be requested by contacting Bryan Anderson at 1-800-232-0707 or banderson@ardc.org. Applications will be sent to applicants once their pre-application has been reviewed by ARDC and Mn/DOT staff to ensure project qualification.

The attached information should be fairly self explanatory. Should you have questions please do not hesitate to call Bryan Anderson 1-800-232-0707 or visit the Northeast Minnesota Area Transportation Partnership web page for more information www.nermatp.org.

Sincerely,

Michael L. Robinson, P.E.
District Engineer

Transportation Enhancements Program 2011

Transportation Enhancements (TE) are transportation-related activities that are designed to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. The Transportation Enhancements program provides for the implementation of a variety of non-traditional projects, with examples ranging from the restoration of historic transportation facilities, to bike and pedestrian facilities, to landscaping and scenic beautification, and to the mitigation of water pollution from highway runoff.

FY 2011 Application Process

This year's process will begin September 20, 2006 with an Enhancements workshop at the Mn/DOT office in Virginia. Pre-applications are due on November 3, 2006. ARDC and Mn/DOT will review pre-applications to determine eligibility and final applications will be mailed to qualifying applicants. Final applications are due on December 15, 2006. The Enhancement Task Force will review and rank the applications in February 2007. The ATP Steering Committee will review the Task Force recommendations in March 2007. The ATP will review the recommendations in April 2007 and official funding notification will be sent to applicants at the end of April.

Timeline:

August 2006	Enhancements mailing sent out to State and local agencies
September 20th	Enhancements workshop
November 3rd	Enhancement Pre-application due date
December 15th	Enhancement final application due date
February	Enhancements Task Force ranks Enhancement projects
March	ATP Steering Committee reviews the Task Force recommendations
April	ATP reviews and recommends projects/ applicants are notified if their project was funded
May	ATP recommendations are sent to the State for final review

The Arrowhead Regional Development Commission provides facilitation and staff services for the ATP Enhancement Task Force, which determines projects for funding under the Enhancements program. ARDC also communicates to local officials about ATP priorities, and provides general staff support through the ATP Work Group. If you have any questions regarding Enhancements or the Enhancement process please contact:

Bryan Anderson, ARDC Senior Planner
Phone: (218) 529-7529 or 1-800-232-0707
E-mail: banderson@ardc.org
www.nemnntp.org



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Transportation Enhancements- 2011

What are Transportation Enhancements?

Transportation Enhancements (referred to as simply "Enhancements") are a category of transportation projects that are eligible for federal funding under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Enhancements' projects are defined as transportation-related activities that are designed to strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. The program provides funding for the implementation of a variety of projects ranging from bike and pedestrian facilities, to restoration of historic transportation facilities, to landscaping and scenic beautification.

Who can apply for Enhancements Funding?

Only eligible applicants can apply for funding. Eligible applicants include counties, cities over 5,000 people, state agencies, Native American Tribes, and Regional Development Commissions. If an entity such as a township or non-profit organization would like to submit a proposal, then the entity must have an eligible applicant sponsor the proposal.

How much money is available?

The maximum amount that each project can request in a given grant cycle is \$400,000. There is also a minimum amount of \$50,000.

Is there a local match that is required?

Yes. A 20% match of the requested funds is required. The local matching funds must be non-federal funds.

When is the next grant cycle?

The next grant cycle will begin in August 2006 and applicants will be notified if their project was funded in April 2007. Funds for the next grant cycle are technically available on October 1, 2010; however, funding can be advanced if the project is ready and the required paperwork has been submitted to Mn/DOT.

Who reviews and evaluates the applications?

The Northeast Minnesota Area Transportation Partnership (ATP), a board of elected officials, state agency representatives, and transportation experts, is responsible for identifying projects to receive federal funds. The ATP has appointed an Enhancements Task Force that reviews the Enhancements applications. This committee makes recommendations to the ATP.

Is the review process competitive?

Yes. Approximately \$1,500,000 is available for Enhancements in Northeast Minnesota (this includes the counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, Pine, and St. Louis) per year. Over the past years, the ATP has been able to fund about one-third of the proposals.

If you have any questions regarding the Enhancements Program, please feel free to contact:

Bryan Anderson, ARDC Senior Planner
Phone: (218) 529-7529 or 1-800-232-0707

E-mail: banderson@ardc.org
www.nemnatp.org

COUNCIL LETTER 091806-IVC1

PUBLIC WORKS

TANDEM AXLE TRAILER

DATE: September 13, 2006

FROM: Don Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Quotes tabulation:

Scharber Equipment (State Bid)	\$4,984.59
RDO Equipment	\$5,013.53
Road Machinery RMS	\$5,335.00

Staff is requesting City Council authorization to purchase one (1) new tandem axle trailer, 14 foot type, 12,000 GVW, tension axle from Scharber Equipment at their low quote of \$4,984.59.

This purchase will be expensed out of the 2006 Street Department Budget.

This purchase has to be approved by the purchasing policy for non-emergency purchases over \$2,500.00.

COUNCIL LETTER 091806-IVC2

PUBLIC WORKS

SURPLUS EQUIPMENT

DATE: September 13, 2006

FROM: Don Kleinschmidt
Director of Public Works

Craig J. Wainio
City Administrator

Staff is requesting City Council authorization to dispose of the following list of equipment at the St. Louis County Auction. The auction is scheduled tentatively for October 7, 2006.

The list is as follows:

1994 Redi Haul Trailer – VIN # 47SS142T3R1009001

1984 Chevy Dump Truck with plow and sander – VIN #1GBM7D1F8EVB1750

1996 Ford Crown Victoria – VIN # 1FALP71W9TX145988

1999 Ford Crown Victoria – VIN # 2FAFP71WOXX197402

Graco Greaser

Homelite Cut Off Saw

Homelite Generator – 5500 watts

Hydro Quick Pressure Washer

1985 Bolens Lawn Tractor

Bench Grinder

COUNCIL LETTER 091806-IVC3

COUNCILOR ROSKOSKI

WALGREEN PROJECT

DATE: September 13, 2006

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

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

The Director of Public Works will provide a list of public owned infrastructure that will have to be updated or relocated because of this project. Costs involved and who will pay also will be provided.

COUNCIL LETTER 091806-IVD1

PARKS & RECREATION

MMUA SAFETY TRAINING CONTRACT

DATE: September 13, 2006

FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The City of Mountain Iron's Safety Committee recommends that the contract for training be approved for the year 2006-2007 in the amount of \$7,000.00. The fee for the previous year (2005-2006) was \$12,910.57.

Attached please find the contract and committee minutes.

Please refer to the Safety Committee minutes for information on the reduction in fee.



Minnesota Municipal Utilities Association

August 21, 2006

MEMORANDUM

To: Safety Compliance Participants
From: Mike Willetts, Director of Job Training and Safety
Subject: 2006-07 Safety Compliance Group Contracts

It is time to renew your safety compliance group contract. Since our safety compliance group meeting, all requested changes have been made. There has been very little change from the budgets delivered at the earlier meeting. The contract amendments will cover October 1, 2006 through September 30, 2007, to coincide with MMUA's fiscal year.

A copy of your group's budget and two copies of your contract amendment are enclosed. Please sign both contracts keeping one for your records and mailing the other to the address shown below. **Please do not send payment at this time.** You will be billed shortly after October 1. Mail your signed contract to:

Rita Kelly, Finance Manager
Minnesota Municipal Utilities Association
3025 Harbor Lane North, Suite 400
Plymouth, MN 55447-5142

If you have any concerns with the new contract, please contact me or Rita as follows:

Mike Willetts: phone 763-746-0705 or e-mail willetts@mmua.org
Rita Kelly: phone 763-746-0704 or e-mail rkelly@mmua.org

Thank you for being part of the MMUA safety compliance groups. With this program and your support we have proven that working together as a group we can develop a safety program that is affordable and at the same time works.

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT
Safety Compliance Program

Contract Date: August 21, 2006

Contract Number: 20-2007

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and Mountain Iron Public Utilities (Mountain Iron), dated August 31, 2005, contract number 20-2006, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2006 until September 30, 2007 (the "expiration date").

PART III, Section 1.

1. COMPENSATION: For the services covered by this Agreement, Mountain Iron shall pay MMUA an annual fee of seven thousand dollars and 00 cents (\$ 7,000.00) for the 2006-07 annual period. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Annual Payment (\$ 7,000.00)
- Quarterly Payments (\$ 1,750.00 each)

For any term of less than twelve full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the services were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

Mountain Iron Public Utilities

Minnesota Municipal Utilities Association

By _____

By *Jack Hegel*

Title _____

Title Executive Director

Date _____

Date August 21, 2006

Purchase Order # _____

Minnesota Municipal Utilities Association
Northeast Safety Compliance Group Fee Calculation
October 1, 2006 - September 30, 2007

City	Total Employees	2006-07 Annual Charge	2006-07 Quarterly Charge	2005-06 Annual Charge	Difference	Total 2006-07 with JTS
Aitkin	14	\$11,000.00	\$2,750.00	\$11,829.05	(\$829.05)	\$11,000.00
Alexandria (city)		\$20,000.00	\$5,000.00	\$20,000.00	\$0.00	\$20,000.00
Buffalo		\$12,000.00	\$3,000.00	\$12,000.00	\$0.00	\$15,500.00
Buhl		\$5,500.00	\$1,375.00	\$5,500.00	\$0.00	\$5,500.00
Melrose	23	\$12,000.00	\$3,000.00	\$9,601.83	\$2,398.17	\$14,000.00
Moose Lake	11	\$11,000.00	\$2,750.00	\$11,423.48	(\$423.48)	\$13,000.00
Mora	17	\$12,500.00	\$3,125.00	\$12,234.62	\$265.38	\$14,500.00
Mountain Iron	22	\$7,000.00	\$1,750.00	\$12,910.57	(\$5,910.57)	\$8,500.00
Nashauk	6	\$5,500.00	\$1,375.00	\$5,779.34	(\$279.34)	\$7,000.00
Sauk Centre	22	\$12,000.00	\$3,000.00	\$9,601.83	\$2,398.17	\$14,000.00
Willmar	57	\$18,000.00	\$4,500.00	\$17,642.19	\$357.81	\$22,500.00
Totals:	172	\$126,500.00	\$31,625.00	\$128,522.90	(\$2,022.90)	\$145,500.00

Annual JTS (Electric)	\$500.00 per lineman	2006-07	2005-06
Aitkin	0	\$0.00	\$0.00
Buffalo	7	\$3,500.00	\$2,800.00
Melrose	4	\$2,000.00	\$1,600.00
Moose Lake	4	\$2,000.00	\$1,600.00
Mora	4	\$2,000.00	\$1,600.00
Mountain Iron	3	\$1,500.00	\$1,200.00
Nashauk	3	\$1,500.00	\$1,200.00
Sauk Centre	4	\$2,000.00	\$1,600.00
Willmar	9	\$4,500.00	\$3,600.00
Totals:	38	\$19,000.00	\$15,200.00

Please notify Rita Kelly of changes to your city.
Call 763-746-0704, fax 763-551-0489 or e-mail to rkelly@mmua.org.

MINUTES
SAFETY COMMITTEE MEETING
SEPTEMBER 6, 2006

The meeting was called to order at 10:06 a.m. with the following members present: Michael Downs, Maintenance, Lenny Albrecht, Laborer, Judy Seurer, Accounting Technician, Larry Nanti, Director of Parks and Recreation, Sally Peterangelo, Librarian, and Don Grant, MMUA Safety Coordinator.

It was moved by Peterangelo and supported by Downs to approve the minutes of the August 8, 2006 meeting. The motion carried.

The Committee reviewed the First Report of Injuries filed for 2006 and discussed ways that some of the accidents could have been prevented. The MMUA Safety Coordinator recommended having the employees fill out an accident report prior to filling out a First Report of Injury and presented three different forms that could be used.

It was moved by Downs and supported by Nanti to use an accident report (a copy of which is attached and made a part of these minutes) and have City employees fill them out when an accident occurs, prior to filling out a First Report of Injury report. The motion carried with Nanti, Downs, Albrecht and Peterangelo voting aye and Seurer voting nay.



The MMUA Safety Contract for 2006-2007 was discussed. It was noted that the contract will now provide us with a safety coordinator for one day per month instead of two and the fee for services will be reduced from \$12,910.57 for 2005-2006 to \$7,000.00 for 2006-2007. This change is due to the City of Buhl joining the safety compliance group and MMUA needing to make changes in their scheduling to accommodate them. Also, Mountain Iron's safety program is now developed and one day per month will now maintain our needs. It was moved by Peterangelo and supported by Seurer to recommend to the City Council that the MMUA Safety Compliance Group Contract be approved. The motion carried.

It was moved by Downs and supported by Albrecht to have monthly meetings of the Safety Committee starting in October. The motion carried.

At 11:00 a.m., it was moved by Downs and supported by Peterangelo to adjourn the meeting. The motion carried and the meeting was adjourned.

COUNCIL LETTER 091806-IVD2
PARKS & RECREATION BOARD
REQUEST TO PURCHASE PROPERTY

DATE: September 13, 2006

FROM: Larry Nanti
Director of Parks & Recreation

Craig J. Wainio
City Administrator

The Mountain Iron Parks & Recreation Board recommends that the City of Mountain Iron not sell any of the land to Mr. Ed Klemek on Mineral Avenue.

This is informational and requires no action.



Saint Louis County

Office of the Sheriff - 100 North 5th Avenue West, Room 103 • Duluth, Minnesota 55802
Phone: (218) 726-2337 - Fax: (218) 726-2171

Ross Litman
Sheriff

TO: Mt. Iron Mayor and City Council
FROM: Sgt. Wade Rasch
RE: Monthly Activity for August 2006
DATE: September 12, 2006

The St. Louis County Sheriff's Office in Mt. Iron responded to the following calls for service during the month of August.

Deputies also performed 81 traffic stops while issuing 23 citations for traffic or criminal offenses and 53 traffic warnings.

Calls For Service:

- 25- Public Assists (Hotrodders, Loud Music, Animal Complaints, etc.)
 - 21- On views- Officer initiated contacts checking on persons, vehicles, properties
 - 19- Custodial Arrests
 - 10- Suspicious Person/Vehicles or Unwanted Person(s)
 - 7- Motor Vehicle Crashes (No injury)
 - 6- Disturbances (Verbal arguments/Domestic/Threats)
 - 6- Assists to Virginia Police Department
 - 6- Welfare Checks Upon Persons or Suicide Threats
 - 6- Alarm Calls
 - 5-Theft/Dishonored Checks
 - 5- Damage to Property
 - 5- Assists to Virginia Sheriff's
 - 3- Medical Assists
 - 2- Assault
 - 1- Burglary
- 15- Other Miscellaneous Calls (Ex. Detox, Civil Disputes, ATLS, Assist State Patrol)

Reply to:

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Administrative Offices

100 N 5th Ave. W, Rm 103
P.O. Box 16187 Duluth, MN 55816
Phone: (218) 726-2341
Fax: (218) 726-2171

County Jail

4334 Haines Road
Duluth, MN 55811
Phone: (218) 726-2345
Fax: (218) 725-6134

Emergency Management

5735 Old Miller Trunk Hwy
Duluth, MN 55811
Phone: (218)
Fax: (218)

Sheriff's Office

300 South 5th Avenue
Virginia, MN 55792
Phone: (218) 749-7134
Fax: (218) 749-7192

Sheriff's Office

1810 12th Ave. E
Hibbing, MN 55746
Phone: (218) 262-0132
Fax: (218) 262-6334

COUNCIL LETTER 091806-IVG1

CITY ENGINEER

UNITY 2nd ADDITION

DATE: September 13, 2006

FROM: Rod Flannigan

Craig J. Wainio
City Administrator

It is requested that the City Council approve the preliminary concept for Unity Second Addition and authorized the engineer to begin on the formal plat for Unity Second Addition. The Planning and Zoning Commission approved the proposed layout at their August 28th meeting.

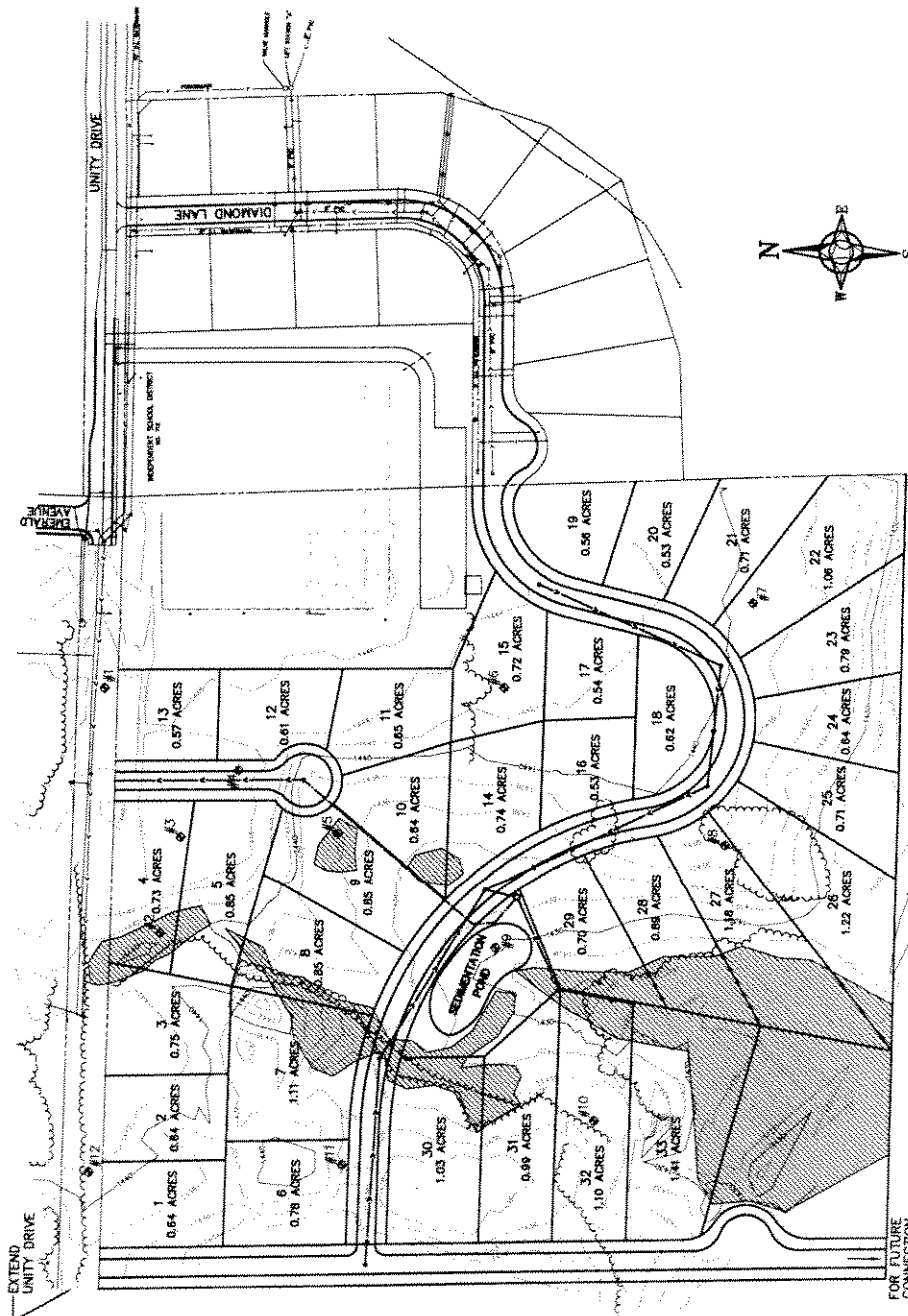
CONCEPTUAL LAYOUT UNITY SECOND ADDITION MOUNTAIN IRON, MN.



DATE	REVISIONS DESCRIPTION

UNITY SECOND ADDITION
 MOUNTAIN IRON, MN.
 CONCEPTUAL LAYOUT

SHEET NO.
 1 OF 1



COUNCIL LETTER 091806-IVG2

COUNCILOR ROSKOSKI

WALGREEN PROJECT

DATE: September 13, 2006

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

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

The City Engineer will provide necessary information along with the Director of Public Works.

COUNCIL LETTER 091806-IVH1

PERSONNEL COMMITTEE

LINEMAN POSITION

DATE: September 13, 2006
FROM: Personnel Committee
Craig J. Wainio
City Administrator

The Personnel Committee met and determined a need for a lineman's position. This position is needed in order to cover the additional electrical service territory the City acquired. It is recommended by the Personnel Committee that the City Council approve the enclosed position analysis and authorize the Personnel Committee to undertake the hiring process for a lineman's position. As provided in the contract, the position would be Job Class 22.

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: Lineman

SUPERVISOR: Director of Public Works

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to perform skilled work in connection with the operation, maintenance and construction of the electric system.

RESPONSIBILITIES:

- ◆ Install, repair and maintain the electrical distribution system including building services, utility poles and related hardware.
- ◆ Adjusts, repairs, replaces electrical and related mechanical equipment and parts.
- ◆ Locates trouble sources in the electrical system or equipment and inspects installations for compliance with codes and ordinances.
- ◆ Installs, repairs and maintains sewer and water lines and system equipment.
- ◆ Operates loader, bucket truck, other City equipment and vehicles as required
- ◆ Must be available for on call and callout duty as outlined in City policy.
- ◆ Other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Ability to read and interpret electrical diagrams
- ◆ Ability to use and maintain required tools and equipment.
- ◆ Ability to climb poles, work at heights.
- ◆ Ability to perform strenuous physical activity.
- ◆ Knowledge of techniques, methods and practices of the electrical trade with an emphasis on line work.
- ◆ Knowledge of electrical codes, ordinances and safety requirements.
- ◆ Knowledge of the basic operation and maintenance of the various City equipment.

TRAINING AND EXPERIENCE:

- ◆ High School Education or equivalent, with advanced education/training in electrical distribution systems and related subjects preferred.
- ◆ Journeyman Lineman's license.
- ◆ Class B Commercial Drivers License with ability to attain a Class A Commercial Drivers License prior to the expiration of the probationary period.
- ◆ Minimum of five years experience in the installation, maintenance and repair of electrical transmission and/or distribution lines up to 23KV.

COUNCIL LETTER 091806-IVH2

PERSONNEL COMMITTEE

TIME SHEETS

DATE: September 13, 2006

FROM: Personnel Committee

Craig J. Wainio
City Administrator

The Personnel Committee met and reviewed the various timesheets currently being used by City employees. Based upon the review, the Personnel Committee recommends that the sheets titled Overtime Report and Call Out Form be eliminated. Also, the sheet titled Employee Time Sheet should be modified to include the employee's signature.



CITY OF MOUNTAIN IRON OVERTIME REPORT



EMPLOYEE NAME:

DATE OF OVERTIME:

START TIME OF OVERTIME:

TOTAL HOURS OF OVERTIME WORKED:

WORK COMPLETED:

NUMBER OF HOURS TO BE USED AS COMP TIME:

NUMBER OF HOURS TO BE PAID:

EMPLOYEE:

SIGNATURE

DATE

AUTHORIZED BY:

SIGNATURE

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DATE



CITY OF MOUNTAIN IRON CALL OUT FORM



DATE & TIME OF CALL FROM DISPATCH:

DESCRIPTION OF JOB SITE & AREA:

DESCRIPTION OF TROUBLE CALL:

TIME OF ARRIVAL ON JOB SITE/WORK AREA:

ADDITIONAL PERSONNEL CALLED OUT:

NAMES:

TIME OF ARRIVAL:

TIME OF COMPLETION OF JOB TASK:

TIME OF DEPARTURE FROM JOB SITE/WORK AREA:

CITY OF MOUNTAIN TOWN
EMPLOYEE TIME SHEET

PAY PERIOD ENDING DATE: / /

TIME SHEETS MUST BE FILLED OUT CORRECTLY

DAY	DATE	JOB CLASS	ADMIN. DEPT.		STREETS DEPT.		WATER DEPT.		WASTEWTR TREATMNT		REFUSE/ RECYCLE		ELECTRIC DEPT.		OTHER WORK ASSIGNED —OF WORK AREA		VAC	HOL	SICK	COMP TIME TAKEN	TOTAL HOURS PAID	TOTAL HOURS COMP	ADDITIONAL INFORMATION		
			REG	OT	REG	OT	REG	OT	REG	OT	REG	OT	REG	OT	REG	OT							TIME/PLACE & WHAT OT WORKED	LIST EQUIP. WORKED ON DAILY	SUPERVISOR APPROVAL
SAT																									
SUN																									
MON																									
TUE																									
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FRI																									
TOTAL HRS FOR PERIOD																									

FALSE INFORMATION ON TIME SHEETS WILL RESULT IN DISCIPLINARY MEASURES

OVERTIME HOURS THIS PAY PERIOD WILL BE TAKEN AS _____ PAY _____

COMP. TIME _____

NAME Employee Signature

JOB TITLE _____

COUNCIL LETTER 091806-VA

COUNCILOR ROSKOSKI

DOWNTOWN GROUP

DATE: September 13, 2006

FROM: Councilor Roskoski

Craig J. Wainio
City Administrator

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

This group should start work on planning for the T21 grant project rehabilitation of the downtown area.

RESOLUTION NUMBER ___-06

**APPROVING A JOINT POWERS AGREEMENT FOR THE
IRON RANGE NETWORK**

WHEREAS, the Joint Powers Act provides that two or more governmental units may jointly or cooperatively exercise any power common to them or any similar powers; and

WHEREAS, the City of Mountain Iron wants to enter into this Agreement for the purpose of (i) creating the "Iron Range Network JPA" as a separate legal entity; and (ii) studying the feasibility of constructing and operating a telecommunications system that would provide high-speed broadband voice, video and data access for internal use by the Members and on a wholesale basis, to residential, commercial and other entities within the boundaries of the Members; and

WHEREAS, this joint effort in creating a wholesale telecommunications utility is anticipated to make the most efficient use of the Members' powers in a mutually advantageous way, including the benefit of economy of scale, which will facilitate superior services to residences and businesses; enhance government administration; provide more functional buildings and grounds; support better educational opportunities, health care, and police and fire protection; and spur economic development.

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

1. The City of Mountain Iron hereby approves the Joint Powers Agreement for the Iron Range Network in substantially the form attached hereto.
2. The Mayor and Clerk-Treasurer are hereby designated and authorized to act on behalf of the City of Mountain Iron to sign the Joint Powers Agreement for the Iron Range Network referred to above.

3. The approval hereby given to the Joint Powers Agreement for the Iron Range Network referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City officials authorized herein to execute said document. Said City officials are hereby authorized to approve said changes on behalf of the City of Mountain Iron. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

DULY ADOPTED BY THE CITY COUNCIL THIS 5th DAY OF SEPTEMBER, 2006.

Mayor Gary Skalko

ATTEST:

City Administrator

**JOINT POWERS AGREEMENT OF
THE IRON RANGE NETWORK**

THIS JOINT POWERS AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2006, among the parties to this Agreement (the "Members") pursuant to the provisions of Minn. Stat. § 471.59 (the "Joint Powers Act").

RECITALS:

WHEREAS, the Joint Powers Act provides that two or more governmental units may jointly or cooperatively exercise any power common to them or any similar powers; and

WHEREAS, the Members want to enter into this Agreement for the purpose of (i) creating the "Iron Range Network JPA" as a separate legal entity; and (ii) studying the feasibility of constructing and operating a telecommunications system that would provide high-speed broadband voice, video and data access for internal use by the Members and on a wholesale basis, to residential, commercial and other entities within the boundaries of the Members; and

WHEREAS, this joint effort in creating a wholesale telecommunications utility is anticipated to make the most efficient use of the Members' powers in a mutually advantageous way, including the benefit of economy of scale, which will facilitate superior services to residences and businesses; enhance government administration; provide more functional buildings and grounds; support better educational opportunities, health care, and police and fire protection; and spur economic development; and

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, the Members mutually agree as follows:

AGREEMENT:

**ARTICLE I
DEFINITIONS**

Capitalized terms used herein shall have the meanings ascribed to them in the recitals and the meanings set forth below:

Section 1.1 "Agreement" means this Joint Powers Agreement, including, without limitation, all exhibits, appendixes and schedules hereto and incorporated herein. "Agreement" includes all amendments made hereto in accordance with the provisions hereunder.

Section 1.2 "Board" means the governing body of the Iron Range Network JPA established under this Agreement.

Section 1.3 "Director" or "Directors" means the representatives or alternate representatives of the Members to the Board.

Section 1.4 "Effective Date" means _____.

Section 1.5 "Member" means each of the governmental units listed in Appendix A to this Agreement.

Section 1.6 "Network" means and includes all telecommunication cable, line, fiber, wire, conduit, innerduct, access manhole, handhole, tower, hut, pedestal, pole, box, transmitting equipment, receiving equipment, power equipment, or other equipment, system, and device used to transmit, receive, produce, or distribute via wireless, wireline, electronic, or optical signal for communication purposes.

ARTICLE II CREATION AND PURPOSES OF the Iron Range Network

Section 2.1 Creation. Pursuant to the Joint Powers Act, the Members create a separate and independent governmental organization known as the Iron Range Network JPA ("Iron Range Network") as of the Effective Date to accomplish the purposes of the Members as set forth herein and to continue its operation and existence under this Agreement.

Section 2.2 Location of Headquarters. the Iron Range Network's headquarters shall be located in a Member's geographical boundaries as determined by the Board of Directors. The Board of Directors may change the location from time to time.

Section 2.3 Purposes. The purposes of the Iron Range Network are to:

- a. Refine the advanced communication Network business model for participating cities in the Iron Range region and the Taconite Assistance Area.
- b. Create, develop and present to the Members a financing proposal for the most efficient construction and operation of the Network within the Members' boundaries.

ARTICLE III TERM

This Agreement shall continue until terminated by the mutual agreement of the Members.

ARTICLE IV
LIABILITIES AND OBLIGATIONS OF MEMBERS

Section 4.1 Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity available to the Members or their officials, employees, or agents under provision of law.

Section 4.2 Obligation Imposed by Law. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Iron Range Network, such performance may be offered in satisfaction of such obligation or responsibility.

Section 4.3 Limited Obligation. The obligations entered into by each Member in accordance with this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

Section 4.4 Indemnification of Members. The Iron Range Network shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Iron Range Network, its officers, agents, or employees.

ARTICLE V
BOARD OF DIRECTORS AND OFFICERS

Section 5.1 Composition of Board. The Iron Range Network shall be governed by a Board of Directors, which is hereby established and which shall be composed of one Director from each Member. The Director from each Member shall be designated by the administrative or governing body of each Member.

Section 5.2 Voting. In all matters voted upon by the Board of Directors, each Member shall be entitled to one vote.

Section 5.3 Meetings. The Board shall hold at least one (1) regular meeting annually. Meetings may be conducted by telephonic or other technological means of communication.

Section 5.4 Minutes. The Board shall cause to be kept minutes of all meetings of the Board and shall, as soon as possible after each meeting, cause a draft copy of the minutes to be forwarded to each Director.

Section 5.5 Quorum. The presence of a majority of the Directors of the entire Board shall constitute a quorum for the

transaction of business. Unless otherwise requiring a two-thirds (2/3) vote, a majority vote of the entire Board, whether or not all Board members are present, shall constitute action by the Board.

Section 5.6 Notice. Notice to Directors shall be sufficient if delivered in writing, by fax, or by e-mail to the designated Director of the respective Member, at the address, fax number, or e-mail address provided and shall be given at least three (3) days before the date of the meeting.

Section 5.7 Exercise of Powers. Except as otherwise authorized or delegated pursuant to this Agreement or the Bylaws, the Board shall for and on behalf of the Iron Range Network, exercise the following powers:

- a. Appointments. The Board shall appoint and/or elect such officers as deemed necessary.
- b. Budget. The Board shall cause to be prepared the Iron Range Network's operating budget for each Fiscal Year.
- c. Committees. The Board shall have the authority to appoint committees.
- d. Reporting. The Board shall receive and act upon reports of officers and Project Committees.
- e. Hiring Employees. The Board of Directors shall have the power to authorize the hiring of such persons as the Board deems necessary to carry out the day to day operations of the Iron Range Network.
- f. Supervision. The Board shall have the general supervisory and policy control over the day to day decisions and administrative activities of the Iron Range Network.
- g. Funds. The Board shall provide for the investment and disbursement of funds and their periodic review.
- h. Audit. The Board shall provide for a certified annual audit of the Iron Range Network's accounts and records, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member at all reasonable times.
- i. Bylaws. The Board shall have the authority to adopt Bylaws and thereafter amend the Bylaws. The adoption and any amendments shall be by a two-thirds (2/3) vote

of the Board. Each Member shall receive a copy of the Bylaws.

- j. Rules of Board. The Board shall have the authority to establish rules governing its own conduct and procedure not inconsistent with the Bylaws.
- k. Added Members. The Board shall have the authority to admit Added Members on such terms and conditions as it deems appropriate provided such Members are governmental units.
- l. Other Powers. The Board shall have such other powers and duties as are necessary for the operation or dissolution and winding up of the Iron Range Network and for the implementation of the Bylaws, subject to the limits of this Agreement.

Section 5.8 Officers. The officers of the Iron Range Network shall be a Chair, a Vice-Chair, a Secretary/Treasurer, and such other officers as necessary or desirable and as provided for in the Bylaws. Each officer shall be elected annually pursuant to the Bylaws. In addition to such officers, the Board may appoint such assistant officers as the Board determines necessary or desirable.

ARTICLE VI POWERS

Section 6.1 Common Powers. The Iron Range Network shall have all powers granted by the Joint Powers Act and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

- a. to make and enter into contracts;
- b. to acquire, hold, or dispose of property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
- c. to sue and be sued in its own name;
- d. to exercise the power of eminent domain in its own name; provided, however, that such the power of eminent domain shall not be exercised within any Member's geographical boundaries without the applicable Member's prior written consent;

- e. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law;
- f. to borrow money or incur indebtedness, liabilities, or obligations; to issue Bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such Bonds the revenues and receipts from or for any Project, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Minnesota or its political subdivisions;
- g. to terminate or dissolve the Iron Range Network by two-thirds vote of the Board in accordance with ARTICLE VIII.

Section 6.2 Exercise of Powers. All powers of the Iron Range Network shall be exercised pursuant to the terms of this Agreement, its Bylaws, and any governing laws.

ARTICLE VII FINANCING AND BUDGET

Section 7.1 Annual Adoption of Budget. the Iron Range Network shall annually adopt a budget for the ensuing year which shall set forth in reasonable detail:

- a. estimates of revenues and operating and maintenance expenses with respect to the coming year and anticipated projects;
- b. dues allocated to each member to cover the Iron Range Network's operating and administrative expenses; and
- c. such other items and matters as shall be required pursuant to its agreements, service contracts and bond and note resolutions and indentures.

Such budget shall be adopted and may be amended from time to time through the budgetary process of each individual member.

Section 7.2 Submission of Budget to Members; Dues. the Iron Range Network shall submit its annual budget for Board approval no later than sixty (60) days before the beginning of its fiscal year. Each Member shall be assessed dues in an equal amount for the Iron Range Network's operating and administrative expenses. Dues shall be paid by the members no later than thirty (30) days after the beginning of the Iron Range Network's fiscal year. Any member who fails to pay

its dues in accordance with this Section shall automatically be terminated from membership in the Iron Range Network; provided, however, that any such member shall remain obligated to the Iron Range Network to the extent of its participation in specific project funding.

Section 7.3 Funds and Accounts. The Board, or its designee, shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. The Iron Range Network's financial records shall be open to inspection at all reasonable times by Directors, their financial officers and legal counsel and shall be open public records if so required by Minnesota State law.

ARTICLE VIII DISSOLUTION OF THE Iron Range NETWORK

Section 8.1 Outstanding Indebtedness. So long as there are any outstanding Bonds of the Iron Range Network, the Iron Range Network shall remain a separate legal entity with all of the power and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

Section 8.2 Dissolution of the Iron Range Network. If there are no outstanding Bonds, the Iron Range Network may be dissolved with two-thirds (2/3) vote of the Members.

Section 8.3 Power of Board. The Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Iron Range Network.

Section 8.4 Division of Assets. Upon dissolution and after payment in full of all outstanding Bonds and other obligations, the Board shall equitably disburse the assets of the Iron Range Network to the then-current Members. The disbursement shall be done according to the following principles:

- a. Any outstanding agreements shall be honored;
- b. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, *pro rata*, according to the respective contributions by each Member toward the acquisition or generation of such cash or other assets.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Relationship and Obligations. The Members shall not be deemed under this Agreement to be partners, joint ventures, or associated in any manner which obligates them for the debts, defaults

or mistakes of any other Member, or which renders them individually liable for any obligations of the Iron Range Network.

Section 9.2 Withdrawal of Member. A member may withdraw from the Joint Powers Agreement by giving at least ninety (90) days written Notice to the Board of its decision to withdraw.

Section 9.3 Amendments. This Agreement may be amended by a majority vote of the Board. Any amendments shall become effective when at least three-fourths (3/4) of the Members have executed and approved the amendment(s) agreed to by the Board.

Section 9.4 Counterparts. This Agreement shall be executed in as many counterparts as to provide one for each Member, each of which shall constitute an original.

Section 9.5 Governing Law. This Agreement shall be governed and construed under the laws of the State of Minnesota.

Section 9.6 Severability. Should any part, term, or provision of this Agreement be held by the courts as void, illegal, in conflict with any law of the State of Minnesota, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected.

(Signatory Page(s) to Follow)

IN WITNESS WHEREOF, this Member has caused this Agreement to be executed and attested by its proper officers, pursuant to a resolution of its governing body, and is bound hereby with all other parties executing a counterpart hereof.

[MEMBER]

By _____

Title _____

By _____

Title _____

ATTEST:

Title _____

Date of Authorization and Execution: _____.

This Joint Powers Agreement as executed is hereby approved as being in proper form and in compliance with the laws of the State of Minnesota.

Authorized Attorney

APPENDIX A

MEMBERS

Original

Form MN RD 1924-18
(Rev. 01/2002)

United States Department of Agriculture
Rural Development
Rural Utilities Services

Contract No.:
Partial Payment Estimate No.:
TEN
Page: 1

PARTIAL PAYMENT ESTIMATE

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

Contractor: Lenci Enterprises
P.O. Box 6
Virginia, MN 55792

Period of Estimate:
From: 4 / 27 / 06
To: 7 / 28 / 06

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
One		3,683.		1. Original Contract.....	312,800.00
Two		17,049.		2. Change Orders.....	26,561.00
Three		5,544.		3. Revised Contract (1 + 2).....	339,361.00
Four		0		4. Work Completed*.....	333,412.00
Five		285.		5. Stored Materials*.....	
TOTALS		26,561.		6. Subtotal (4 + 5).....	333,412.00
NET CHANGE		26,561.		7. Ineligible Work*.....	
				8. Adjusted Subtotal (6 - 7).....	333,412.00
				9. Retainage* (10% of 50% of Contract)	16,968.05
				10. Previous Payments.....	304,658.95
				11. Amount Due (8 - 9 - 10).....	11,785.00

* Detailed breakdown attached

Contract Time

Original Substantial Completion Date: ___/___/___	Percent Contract Time Expired: _____%	Contractor Is (Circle One): On Schedule Ahead of Schedule Behind Schedule
Revised: ___/___/___	Percent of Work Completed: _____%	
Original Final Completion Date: ___/___/___	Percent of Contract Paid: _____%	If behind schedule, has Contractor been advised of liquidated damages clauses as outlined in the Contract? _____ Amount: _____
Revised: ___/___/___		

If the project is behind schedule, has the Contractor been informed and are measures being taken to return to schedule (describe)?

CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous payment estimates were issued and payments received from the Owner, and that current payments shown herein are now due.

Contractor: Lenci Enterprises, Inc.
By: Dale J. Hansen Date: 7/26/06
Dale J. Hansen, Corporate Secretary

Approved By Owner:
Owner: _____
By: _____ Date: ___/___/___

ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents.

A/E: DSGW ARCHITECTS
By: [Signature] Date: 8/21/06

ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the Contract Documents.

By: _____
Title: _____ Date: ___/___/___

USDA Rural Development is an Equal Opportunity Lender. Send complaints of discrimination to:
Secretary of Agriculture, Washington D.C., 20250

MT. IRON Public Library 2005 Renovations
CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

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

APPLICATION NO.: TEN
 APPLICATION DATE: 4/27/06
 PERIOD TO: 4/28/06
 ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1.	General Conditions	\$ 22,000.	22,000.				22,000.	100		
2.	Demolition	18,200.	18,200.				18,200.	100		
3.	Earthwork	13,600.	13,600.				13,600.	100		
4.	Landscaping	4,400.	1,600.	2,800.			4,400.	100		
5.	Site Concrete	6,800.	6,800.				6,800.	100		
6.	Concrete Footings/ Underpinning	5,900.	5,900.				5,900.	100		
7.	Concrete Patching/ Grouting	4,000.	4,000.				4,000.	100		
8.	Concrete Slab on Deck	700.	700.				700.	100		
9.	Masonry Restoration	75,200.	63,200.	7,500.			70,700.	94	4,500.	
10.	Masonry	15,000.	15,000.				15,000.	100		
11.	Structural & Misc. Steel	4,600.	4,600.				4,600.	100		
12.	Rough Carpentry	4,200.	4,200.				4,200.	100		
13.	Millwork	4,400.	4,400.				4,400.	100		
14.	EPDM Roofing/Roof Tiles	5,000.	5,000.				5,000.	100		
15.	Dampproofing/Waterproofing	7,300.	7,300.				7,300.	100		



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G703-1992

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: TEN

APPLICATION DATE: 4/27/06

PERIOD TO: 4/28/06

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
16.	Metal Frames/Doors and Hardware	6,700.	6,400.	300.	300.		6,700.	100		
17.	Aluminum Entrances/Glass	5,300.	5,300.				5,300.	100		
18.	Gypsum Board/Plaster	17,300.	17,300.				17,300.	100		
19.	Porcelain Tile/Resilient Flooring	3,300.	3,000.	300.	300.		3,300.	100		
20.	Acoustic Tile	600.	600.				600.	100		
21.	Painting	1,900.	1,015.	885.	885.		1,900.	100		
22.	Elevator	52,000.	52,000.				52,000.	100		
23.	Mechanical	9,000.	9,000.				9,000.	100		
24.	Electrical	25,400.	25,400.				25,400.	100		
	Change Order No. 1	\$ 312,800.								
	No. 2	3,683.	3,683.				3,683.	100		
	No. 3	17,049.	15,600.				15,600.	91	1,449.	
	No. 4	5,544.	5,544.				5,544.	100		
	No. 5	0	285.				285.	100		
		339,361.	321,627.	11,785.	11,785.		333,412.		5,949.	

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COUNCIL LETTER 091806-VIC
ANIMAL CONTROL
ANIMAL CONTROL CONTRACT

DATE: September 13, 2006
FROM: Craig J. Wainio
City Administrator

Enclosed, please find the annual contract with the Mesabi Humane Society to perform Animal Control duties in Mountain Iron. The contract price is \$1,000 per month, which is the same as last year.

It is recommended that the City Council adopt the contract with the Mesabi Humane Society.

October 1, 2006

City of Mt. Iron
8586 Enterprise Drive
Mt. Iron, MN 55768

Dear Mayor,

The Mesabi Humane Society would like to thank you for your patronage. We appreciate the opportunity to partner with your local law enforcement as well as the citizens of your community by safely removing stray dogs and cats from your neighborhoods, reuniting lost pets with their owners, and assisting in the control of potentially dangerous animal related situations. Animal Control services are provided Monday through Saturday from 9:00 a.m. to 5:00 p.m.

Enclosed please find your 2007 Mesabi Humane Society contract agreement. Your contract rate will remain the same as fiscal year 2006. Payment for Animal Control services will again be \$1,000.00 per month.

We will be changing our billing process beginning January 1, 2007. At the present time you are being billed at the beginning of each month for the previous month of service. For example, you are being billed on February 1 for January service, March 1 for February service, and so on.

Beginning January 1, 2007 you will be billed on the first of each month for that month of service. In other words, you will be billed on January 1 for January services, February 1 for February services, and so on. This billing method better meets the budgetary needs of the humane society.

Due to this change, you will receive two bills on January 1, 2007. The first bill will be for services rendered in December, 2006 and the second bill will be for services being provided to your community in January. Payments to the MHS are due by the tenth of each month.

Please review the agreement and return it to us by December 1, 2006 if interested in continuing animal control services.

As always, please contact the Mesabi Humane Society Animal Shelter at 741-7425 with any questions regarding this contract.

Sincerely yours,


President/ Board of Directors


Executive Director

CONTRACT FOR SERVICE

This contract, made and entered into this first day of January, 2007 by and between the Mesabi Humane Society, owner of the Range Animal Center, 2305 Southern Drive, Virginia, Minnesota 55792, referred to as the Mesabi Humane Society and the City of Mt. Iron hereinafter referred to as the Municipality.

WHEREAS, This contract will use the term 'animals' from herein to mean domesticated dogs and cats only. All other animals are not considered within this document.

WHEREAS, The Municipality is in need of shelter and care of animals found within the city limits and in need of an animal control program and service; and

WHEREAS, The Humane Society has a facility and is qualified and licensed to provide such care and shelter and animal control services; and

WHEREAS, The Municipality wishes to purchase these services from the Mesabi Humane Society in accordance with this contract;

THEREFORE, In consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

The term of this contract shall be from January 1, 2007 through December 31, 2007 to be reviewed for revisions by both parties on yearly intervals in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

II. BASIC SERVICES

The Mesabi Humane Society agrees to provide the following services:

1. Shelter and care for animals that are picked up in the limits of the Municipality by the Humane Society Animal Control Officer.
2. Shelter and care for stray/free-roaming animals that are brought to the shelter by residents of the Municipality on a volunteer basis.
3. Pick up and transport animals from the Municipality to the shelter during business hours, upon request of the appropriate Municipality officials and citizens within the Municipality's City Limits.
4. The Animal Control Officer will patrol the Municipality in the Animal Control Officer's identified vehicle at random times during the week to check for and pick up free-roaming animals within the limits of the Municipality. The ACO will work with the Municipality's Police Department to help uphold all City ordinances governing animals within their limits.
5. Animal examinations and veterinary care at a licensed facility, whenever staff deems it necessary.
6. Boarding up to Seven working days in a holding facility, to find rightful owners then place the animal up for adoption.
7. Euthanasia and disposal if required.

8. Issue ID tags to all animals leaving our facility and send notification to the proper Department within the Municipality of adoption.
9. Keep accurate records of all transactions concerning animals from the Municipality.

III. RESPONSIBILITIES OF THE MUNICIPALITY

1. It is up to all Municipalities to help the Mesabi Humane Society uphold quarantine (confine & observe) guidelines. The Mesabi Humane Society reserves the right to make decisions regarding bites and human exposure.
2. The Municipality shall call the Mesabi Humane Society for pick-up of animal(s) during normal business hours:

***If agreed upon, a Municipality appointed personnel may bring animal(s) to the shelter and place animals in our outdoor kennels after regular business hours. The animal(s) will then be brought into the shelter the following morning.*



 Mesabi Humane Society Representative

 Municipality Representative

1. After normal business hours, the Municipality shall obtain treatment for injured animals that are in life threatening condition. The Mesabi Humane Society will pick up the animal as soon as possible after being notified.

IV. COMPENSATION

The Municipality shall pay the Mesabi Humane Society the following fee: \$1,000.00 per month. Payments shall be made at the beginning of each month for the ensuing period of service. (i.e. January 1 payment for January services, etc.)

V. COMPLIANCE WITH LAWS

In providing all services pursuant to this contract, the Mesabi Humane Society shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted, as provided by each and all Municipalities. It will be the sole responsibility of each Municipality to give the Mesabi Humane Society its statutes, ordinances and rules and keep the Mesabi Humane Society up to date on any and all changes in a timely manner.

VI. INSURANCE

The Mesabi Humane Society shall purchase, maintain in full force and effect during the term of this contract and provide proof of the following insurance coverage:

- A. **WORKERS COMPENSATION:** Coverage at statutory limits as provided by the State of Minnesota.
- B. **COMPREHENSIVE GENERAL LIABILITY:** Coverage shall have minimum limits to \$600,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

VII. EARLY TERMINATION OF CONTRACT

Either party upon thirty (30) days written notice, delivered by mail or in person, to the other party may terminate this contract. For purposes of such notice and the addresses of the Mesabi Humane Society and the Municipality are as follows:

Mesabi Humane Society/Range Animal Shelter
2305 Southern Drive
Virginia, MN 55792

City of Mt. Iron
8586 Enterprise Drive
Mt. Iron, MN 55768

VIII. MODIFICATIONS

Any material alterations, modifications, or variations of the terms of this contract shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by both or all parties involved.

IX. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that the contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Mesabi Humane Society and the Municipality. The parties hereto revoke any prior oral or written agreements between themselves and agree that this contract is the only and complete agreement regarding the subject thereof.

MESABI HUMANE SOCIETY

By: _____

Title: _____

Steve R. Carr
BOARD CHAIR

MUNICIPALITY OF BREITUNG

By: _____

Title: _____

COUNCIL LETTER 091806-IX

CITY COUNCIL

CLOSED MEETING

DATE: September 13, 2006

FROM: City Council

Craig J. Wainio
City Administrator

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

The closed meeting will not begin until 9:15 or as soon after as possible.

COMMUNICATIONS
SEPTEMBER 18, 2006

1. Ultimate Body and Frame, a fax recommending that the locomotive be fenced off due to the deteriorating condition.

15 S. 1st St. W.
Aurora, MN. 55705
Phone # 218-229-3800
Fax # 218-229-3555



Fax

To: City of Mt. Iron (Larry Nanti) From: Warren

Fax: 748-7573 Pages: 1

Phone: 748-7570 Date: 8/7/06

Re: 1910 Baldwin CC:

- Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

To whom it may concern:
 During the repaint of your Locomotive we noticed it to be deteriorating. We believe at this time it should be fenced off and nobody allowed to climb on it for safety reasons. This is our opinion. Thank

Warren Koskiniemi