



**MOUNTAIN IRON  
CITY COUNCIL  
MEETING**

**MONDAY, SEPTEMBER 19, 2016**

**6:30 P.M.**

**MOUNTAIN IRON COMMUNITY CENTER  
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
WEDNESDAY, SEPTEMBER 19, 2016 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the August 15, 2016, Regular Meeting (#1-6)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
  - B. City Administrator's Report
    - 1. Expiration of Probation (#7)
    - 2. Request for FMLA (#8-9)
  - C. Library Director/Special Events Coordinator's Report
  - D. Sheriff's Department Report
  - E. City Attorney's Report
  - F. City Engineer's Report
  - G. Liaison Reports
- V. Unfinished Business
  - A. Road and Utility Easement (#10-17)
- VI. New Business
  - A. Resolution Number 38-16 PACE Assessment (#18-21)
  - B. Resolution Number 39-16 Grant Application (#22-23)
  - C. Request to Serve Alcohol (#24)
- VII. Communications (#25-26)
- VIII. Announcements
- IX. Adjourn

# Page Number in Packet

**MINUTES**  
**MOUNTAIN IRON CITY COUNCIL**  
September 7, 2016

Mayor Skalko called the City Council meeting to order at 6:33p.m. with the following Council members present: Susan Tuomela, Alan Stanaway, Tony Zupancich, Joe Prebeg, Jr. and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator Michael Downs, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; John Backman Sheriff's Department and Rod Flannigan, City Engineer.

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

1. Approve the minutes of the August 15, 2016, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period August 16-31, 2016 totaling \$1,139,180.34 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period August 16-31, 2016, totaling \$498,839.48 (a list is attached and made a part of these minutes).

The motion carried on a roll call vote.

**Public Forum:**

- No one spoke during the forum.

**Mayor's Report:**

- Condolences to the family of Virginia "Peanut" Rae Saari
- Three Woodland Estates lots sold, Unity Second Addition lot sold, South Forest Grove lot sold, still quality lots available
- Fall sports schedule, good luck Girls' and Boys' Volleyball and Football
- Matt Niskanen, MIB Graduate, training with United States World Cup team and preparing for World Cup Tournament, 9<sup>th</sup> season for NHL with the Washington Capitals

The next Labor Management meeting, scheduled for Tuesday, September 20<sup>th</sup> at 2pm, with Councilor attending. The motion carried.

**City Administrator reported on following:**

It was moved by Zupancich and seconded by Tuomela to approve the Staff's recommendation for Budget meeting with all Board Chairs and Department heads for Wednesday, October 12<sup>th</sup> at 5pm at City Hall. The motion carried.

**The Director of Public Works reported on the following:**

- South Grove Recreation Complex, framework for new Pavilion started, roofing and shingles to be started next week

It was moved by Prebeg and seconded by Tuomela to approve the Mountain Iron Safety Committee in recommending the 2016-2017 contract for training with the MMUA in the amount of \$10,500 (a copy is attached and made a part of these minutes). The motion carried.

Library Director/Special Events Coordinator report:

- Saturday, September 10<sup>th</sup> at 10 am, hosting Hall of Fame
- St Raphael's Chili Feed, at Virginia Miner's Memorial Building, Friends of the Library participating in Cook-off
- Monday, September 26<sup>th</sup> at 1pm, "Wintering," with Author Peter Geye
- Sally, received Scholarship to go to State Library Convention in Duluth in September
- Thank you to Merritt Days committee for all the hard work
- Trying to bring back "Taste of Mountain Iron," sometime in the Fall 2016

City Engineer report:

- Nothing to report, unless there are questions

Sherriff's report:

- No formal or informal report

It was moved by Zupancich and seconded by Prebeg to approve Resolution #34-16; adopting the preliminary levy in the amount of zero, which must be certified to the County by September 15<sup>th</sup>. The Resolution is presented with no increase in the levy from last year (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Stanaway to approve Resolution # 35-16; adopting the proposed 2017 market rate based referendum levy for the general obligation community center bonds and interest. The amount reflected is to cover bond payments for 2017 and is the same amount as was levied in 2016(a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Tuomela to approve Resolution #36-16; setting the Economic Development Authority tax levy for 2016. This Resolution reflects a levy of the same amount as last year which generates approximately (1%) for the EDA (a copy is attached and made a part of these minutes). The motion was carried.

It was moved by Prebeg and seconded by Tuomela to approve Resolution #37-16; approving the recommendation from the Streets and Alleys Committee, requesting ATV use on St. Louis County roads within Mounting Iron. Supporting St. Louis County's All-Terrain (ATV) Ordinance allowing for the operation of ATVs on County Roads. The City of Mountain Iron supports the operation of ATV's within its City Limits including on County Roads, and the St. Louis County ordinance provides for clear county wide regulations concerning the operation of ATVs on County Roads. The City of Mountain Iron respectfully requests that St. Louis County allow for the operation of ATVs on all County Roads within the City Limits of the City of Mountain Iron. The motion carried.

It was moved by Stanaway and seconded by Zupancich to table the recommended easement along the eastern boarder of South Grove (The West 40.00 feet of the SE ¼ of NE ¼, Section 15, Township 58 North, Range 18 West), for road, drainage and utility maintenance purposes, until further information, map and detailing planning is presented. The motion carried.

It was moved by Prebeg and seconded by Tuomela to authorize the City of Mountain Iron staff to have the air conditioning unit compressor for the Wacootah Room of the Community Center repaired by Range Cornice, for the quoted amount of \$7,350. The motion carried on a roll call vote.

It was moved by Zupancich and seconded by Stanaway to approve the Salvation Army's HeatShare agreement as presented, to help those low-income residents with energy related problems (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize a \$200 hole sponsorship for the Fairview Range Medical Center charity golf event with the funds being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

At 7:17 p.m., it was moved by Stanaway and seconded by Zupancich that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon  
Municipal Services Secretary

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

## COMMUNICATIONS

1. Thank you from the Friends of the Mountain Iron Library group for generous donation of \$250, the money donated will be used to help with children's programs and the purchase of more books.
2. Range Recreation Civic Center requests annual contribution of funds from the City of Mountain Iron for the 2017 year, for the building maintenance and capital improvements. The amount requested is consistent with the past four years, in the amount of \$6,577.20.

## Summary By Category And Distribution

Category	Distribution	Amount
FINES	CRIMINAL	338.39
METER DEPOSITS	ELECTRIC	2,150.00
PERMITS	BUILDING	1,196.42
UTILITY	UTILITY	142,332.45
SALE OF PROPERTY	SALE OF PROPERTY-GENERAL FUND	72,000.00
MISCELLANEOUS	REIMB PHONE EXPENSE-ELEC	16.75
BUILDING RENTALS	COMMUNITY CENTER	950.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
CAMPGROUND RECEIPTS	FEES	3,860.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	68.80
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	118.76
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	282.57
MISCELLANEOUS	REIMBURSEMENTS	22,342.69
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	43.11
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	1,083.04
CD INTEREST	CD INTEREST 101	99.69
CD INTEREST	CD INTEREST 378	764.29
CD INTEREST	CD INTEREST 602	99.69
CD INTEREST	CD INTEREST 603	99.69
CD INTEREST	CD INTEREST 604	44.31
MISCELLANEOUS	DUE FROM DO-BID AUCTIONEERS	1,573.83
SALE OF PROPERTY	SALE OF PROP-UNITY SECOND ADD	22,494.62
BUILDING RENTALS	NICHOLS HALL	25.00
LICENSES	ANIMAL	10.00
MISCELLANEOUS	REVENUE-MPFA LOAN FOR WWTP	33,294.75
COPIES	COPIES	13.50
TAXES	TAX LEVY	541,098.15
TAXES	TAXES RECEIVABLE-DELINQUENT	5,166.08
TAXES	MISCELLANEOUS TAXES	18,475.05
TAXES	BOND LEVY	195,045.39
TAXES	PENALTIES & INTEREST	281.44
TAXES	PENALTIES & INTEREST-378 FUND	92.12
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	13,141.96
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	494.79
TAXES	TIF #14 INCREMENT COLLECTED	38,216.63
TAXES	DUE TO MOUNTAIN IRON EDA	20,834.28
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	230.37
MISCELLANEOUS	REFUSE-SALE OF SCRAP METAL	14.30
MISCELLANEOUS	DELTA DENTAL PAYABLE	90.95
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	16.48
<b>Summary Totals:</b>		<b>1,139,180.34</b>

Check Issue Date(s): 09/12/2016 - 09/12/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/16	09/12/2016	149006	10070	A-1 RENTAL SERVICES INC	101-20200	1,172.95
09/16	09/12/2016	149007	286	ALLYSON WOLFF	101-20200	50.00
09/16	09/12/2016	149008	10075	AMERIPRIDE SERVICES	101-20200	45.07
09/16	09/12/2016	149009	10006	ANDERSON AUTO CENTER (DBA)	101-20200	55.42
09/16	09/12/2016	149010	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	231.11
09/16	09/12/2016	149011	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	903.85
09/16	09/12/2016	149012	20055	BARNES & NOBLE BOOKSELLERS	101-20200	148.47
09/16	09/12/2016	149013	20010	BISS LOCK INC	101-20200	7.00
09/16	09/12/2016	149014	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	3,068.71
09/16	09/12/2016	149015	30017	CARQUEST (MOUNTAIN IRON)	101-20200	240.17
09/16	09/12/2016	149016	170001	CENTURY LINK	101-20200	119.77
09/16	09/12/2016	149017	30082	CITY OF EVELETH	101-20200	247.80
09/16	09/12/2016	149018	30026	COMO LUBE & SUPPLIES INC	101-20200	115.00
09/16	09/12/2016	149019	30072	COMPUTER WORLD	101-20200	3,427.00
09/16	09/12/2016	149020	30090	CRYSTEEL TRUCK EQUIPMENT INC	604-20200	1,899.69
09/16	09/12/2016	149021	281	CURTIS PAPERFUHS	101-20200	132.48
09/16	09/12/2016	149022	40060	DELTA DENTAL OF MINNESOTA	101-20200	1,703.70
09/16	09/12/2016	149023	400012	DIAMOND MOWERS INC	101-20200	31.16
09/16	09/12/2016	149024	280	DOUG SELE	101-20200	22.08
09/16	09/12/2016	149025	50048	ENERGY INSIGHT INC	604-20200	976.40
09/16	09/12/2016	149026	60062	F.I.R.E. (DBA)	101-20200	2,750.00
09/16	09/12/2016	149027	60026	FASTENAL COMPANY	101-20200	191.09
09/16	09/12/2016	149028	60006	FISHER PRINTING COMPANY	604-20200	155.00
09/16	09/12/2016	149029	70016	GOPHER STATE ONE CALL INC	604-20200	82.35
09/16	09/12/2016	149030	70004	GRANDE ACE HARDWARE	604-20200	32.99
09/16	09/12/2016	149031	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
09/16	09/12/2016	149032	80022	HAWKINS INC	601-20200	1,028.38
09/16	09/12/2016	149033	80017	HENRY'S WATERWORKS INC	601-20200	313.81
09/16	09/12/2016	149034	80042	HERMANTOWN HYDRAULICS LLC	101-20200	539.60
09/16	09/12/2016	149035	80001	HILLYARD/HUTCHINSON	101-20200	1,024.04
09/16	09/12/2016	149036	80056	HOLIDAY INN EXPRESS & SUITES	101-20200	929.39
09/16	09/12/2016	149037	80037	HOMETOWN MEDIA PARTNERS	101-20200	447.00
09/16	09/12/2016	149038	284	HOWARK LEIKAS	101-20200	200.00
09/16	09/12/2016	149039	90026	INDUSTRIAL LUBRICANT COMPANY	101-20200	784.00
09/16	09/12/2016	149040	90011	IOWA PUMP WORKS, INC.	602-20200	88.70
09/16	09/12/2016	149041	90005	ITALIAN BAKERY INC	101-20200	33.00
09/16	09/12/2016	149042	285	JEFF & ROXANNE MCMILLEN	101-20200	200.00
09/16	09/12/2016	149043	100027	JK MECHANICAL CONTRACTORS INC	602-20200	5,974.00
09/16	09/12/2016	149044	9004	JODIE MATTILA	101-20200	55.15
09/16	09/12/2016	149045	675	KELLY PERFETTI	101-20200	66.24
09/16	09/12/2016	149046	282	KEVIN JALONEN	101-20200	200.00
09/16	09/12/2016	149047	120032	LAKE COUNTRY POWER	101-20200	214.50
09/16	09/12/2016	149048	120002	LAWSON PRODUCTS INC	101-20200	962.56
09/16	09/12/2016	149049	120019	LEAGUE OF MN CITIES	101-20200	3,168.00
09/16	09/12/2016	149050	120005	LEAGUE OF MN CITIES INS TRUST	101-20200	94,197.00
09/16	09/12/2016	149051	283	LORA CEGLAR	101-20200	200.00
09/16	09/12/2016	149052	130030	MACQUEEN EQUIPMENT	101-20200	2,960.54
09/16	09/12/2016	149053	8057	MELLIN PROMOTIONAL	101-20200	1,444.78
09/16	09/12/2016	149054	130006	MESABI HUMANE SOCIETY	101-20200	3,000.00
09/16	09/12/2016	149055	130026	MESABI SIGN COMPANY	101-20200	446.40
09/16	09/12/2016	149056	110035	MIDWEST COMMUNICATIONS	101-20200	1,192.50
09/16	09/12/2016	149057	130042	MINNESOTA DEPARTMENT OF HEALTH	601-20200	200.00
09/16	09/12/2016	149058	130039	MINNESOTA DEPT OF COMMERCE	604-20200	513.25
09/16	09/12/2016	149059	130044	MINNESOTA DEPT OF HEALTH	601-20200	1,496.22
09/16	09/12/2016	149060	130082	MINNESOTA MAYORS ASSOCIATION	101-20200	30.00
09/16	09/12/2016	149061	130009	MINNESOTA POWER (ALLETE INC)	101-20200	2,985.14
09/16	09/12/2016	149062	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	396.90

Check Issue Date(s): 09/12/2016 - 09/12/2016

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/16	09/12/2016	149063	130097	MINNESOTA VALLEY TESTING LABS	602-20200	185.50
09/16	09/12/2016	149064	120007	MOTION INDUSTRIES INC	101-20200	74.84
09/16	09/12/2016	149065	130179	MOTOROLA SOLUTIONS INC	101-20200	1,842.23
09/16	09/12/2016	149066	130031	MOUNTAIN IRON ECONOMIC DEV	102-20200	71,050.91
09/16	09/12/2016	149067	9005	MOUNTAIN IRON LIONS CLUB	101-20200	357.00
09/16	09/12/2016	149068	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	14,138.44
09/16	09/12/2016	149069	30001	NAPA AUTO PARTS	603-20200	42.09
09/16	09/12/2016	149070	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	67,672.00
09/16	09/12/2016	149071	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	27.40
09/16	09/12/2016	149072	150022	OTIS-MAGIE INS, AGENCY INC	101-20200	204.00
09/16	09/12/2016	149073	160075	PAARK PAVING INC.	101-20200	739.11
09/16	09/12/2016	149074	160066	PACE ANALYTICAL SERVICES	602-20200	456.00
09/16	09/12/2016	149075	160003	PERPICH TV & MUSIC INC	101-20200	29.99
09/16	09/12/2016	149076	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	268.68
09/16	09/12/2016	149077	160030	PRECISION MACHINE	101-20200	40.00
09/16	09/12/2016	149078	160074	PRO BLAST TECHNOLOGY INC	101-20200	4,830.00
09/16	09/12/2016	149079	170007	QUILL CORPORATION	101-20200	213.09
09/16	09/12/2016	149080	701	RAINTREE ASSOCIATES	604-20200	50.00
09/16	09/12/2016	149081	180083	RAPID RENTAL & SUPPLY VIR	101-20200	542.55
09/16	09/12/2016	149082	180073	RED ROCK RADIO	101-20200	725.00
09/16	09/12/2016	149083	180005	ROAD MACHINERY AND SUPPLY	101-20200	1,006.88
09/16	09/12/2016	149084	188	ROBERTSON, TRISHIA	101-20200	44.16
09/16	09/12/2016	149085	190059	SAINT LOUIS COUNTY AUDITOR	603-20200	21,105.00
09/16	09/12/2016	149086	1900015	SAWTOOTH HOLDINGS	101-20200	1,239.00
09/16	09/12/2016	149087	190010	SEPPI BROTHERS	101-20200	333.75
09/16	09/12/2016	149088	190045	SERVICE SOLUTIONS	101-20200	23.00
09/16	09/12/2016	149089	190004	SKUBIC BROS INC	101-20200	1,101.03
09/16	09/12/2016	149090	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
09/16	09/12/2016	149091	190022	ST LOUIS COUNTY AUDITOR	101-20200	5,772.50
09/16	09/12/2016	149092	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	46.00
09/16	09/12/2016	149093	190012	SUMMIT COMPANIES	101-20200	248.00
09/16	09/12/2016	149094	200003	TACONITE TIRE SERVICE	101-20200	1,785.37
09/16	09/12/2016	149095	200036	TRITEC OF MINNESOTA INC	101-20200	3,775.00
09/16	09/12/2016	149096	210009	USA BLUE BOOK	602-20200	94.88
09/16	09/12/2016	149097	220025	VERIZON WIRELESS	602-20200	17.68
09/16	09/12/2016	149098	220014	VIKING INDUSTRIAL NORTH	101-20200	826.87
09/16	09/12/2016	149099	240001	XEROX CORPORATION	603-20200	562.09
09/16	09/12/2016	149100	260002	ZTECH	101-20200	289.00
09/16	09/12/2016	149101	260005	ZEP MANUFACTURING COMPANY	101-20200	140.78
09/16	09/12/2016	149102	260001	ZIEGLER INC	101-20200	17.31

Totals:

387,606.09

CENTRAL MESABI MEDICAL  
PP-ENDING 8/26/16  
TOTAL EXPENDITURES

200.00  
110,591.39  
\$498,839.48



**COUNCIL LETTER 090716-IVB1**

**ADMINISTRATION**

**PROBATION**

**DATE:** September 15, 2016

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

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Staff has reviewed the performance of Mrs. Lisa Stevens and recommends that Mrs. Stevens remains on staff as a permanent full-time employee at the expiration of her probationary period.

**COUNCIL LETTER 090716-IVB2**

**ADMINISTRATION**

**FMLA**

**DATE:** September 15, 2016

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

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Mrs. Lisa Stevens is requesting leave under the Family Medical Leave Act to care for a family member. Staff recommends granting the leave for a period of up to 12 weeks.

Lisa Stevens  
2108 Southern Drive  
Virginia, MN 55792

August 25, 2016

Craig Wainio  
8586 Enterprise Drive  
Mountain Iron, MN 55768

Mr. Wainio:

Per our discussion for maternity leave, I was given the option of leaving for twelve weeks. I plan to take eight weeks with the option to comeback sooner or utilize the other four. I will work up until the delivery date. If there is any other documentation needed please let me know. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Stevens". The signature is written in black ink and is positioned below the word "Sincerely,".

Lisa Stevens

**COUNCIL LETTER 091916-VA**

**ADMINISTRATION**

**EASEMENT**

**DATE:** September 15, 2016

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

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Staff has been working with Mrs. Berglund to acquire an easement along the eastern boarder of South Grove for drainage and maintenance of utilities. Mrs. Berglund has been most cooperative and understanding throughout the process. Enclosed, please find the final agreement negotiated with Mrs. Berglund for the easement. It is recommended that the City Council approve the agreement as presented.



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING  
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street ▪ P.O. Box 261  
Mt. Iron, MN 55768-0261  
tel: 218-735-8914 ▪ fax: 218-735-8923  
email: info@bm-eng.com

September 14, 2016

Re: South Grove drainage maintenance project.

Mayor, Council, and Staff;

Benchmark Engineering has researched the drainage problem in the area along the east side of South Grove as requested at the last council meeting. Attached is a preliminary plan of the proposed ditch maintenance project for your review.

The drainage problem consists of a 6" PVC pipe that drains from the east side of Lots 12 and 13 and drains onto Fairview Lane. This drain pipe has a minimal bury depth and freezes during the winter. This pipe also has limited capacity for drainage during large rain events. This drain pipe also causes ice conditions on the street surface around the turn during the spring and fall freeze and thaw cycles. This pipe would require cleaning if left in place, but this pipe is not a city storm line. There is an existing ditch along the east boundary of South Grove that is poorly graded and over grown which does not provide adequate drainage.

The proposed remedy for this problem is to construct a new ditch along the east boundary of South Grove Addition from Lot 12 south to the existing storm pipe on the north side of Mud Lake Road. The proposed ditch will be approximately 450' long and an average of 2.5' deep. This ditch will be located within the proposed 40' easement as shown on the attached drawing. The existing ditch will be relocated which will provide the City access to the existing power poles in this area. The scope of the project will also include clearing trees and brush to provide access to the existing power line easement adjacent to the area of the ditch.

Attached is a construction cost estimate for this project.

Please feel free to contact me or Alan if you have any questions in regard to this project.

Benchmark Engineering

Rodney Flannigan PLS/President



# BENCHMARK ENGINEERING, INC.

8878 Main Street ▪ P.O. Box 261  
Mt. Iron, MN 55768-0261  
tel: 218-735-8914 ▪ fax: 218-735-8923  
email: info@bm-eng.com

CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING  
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

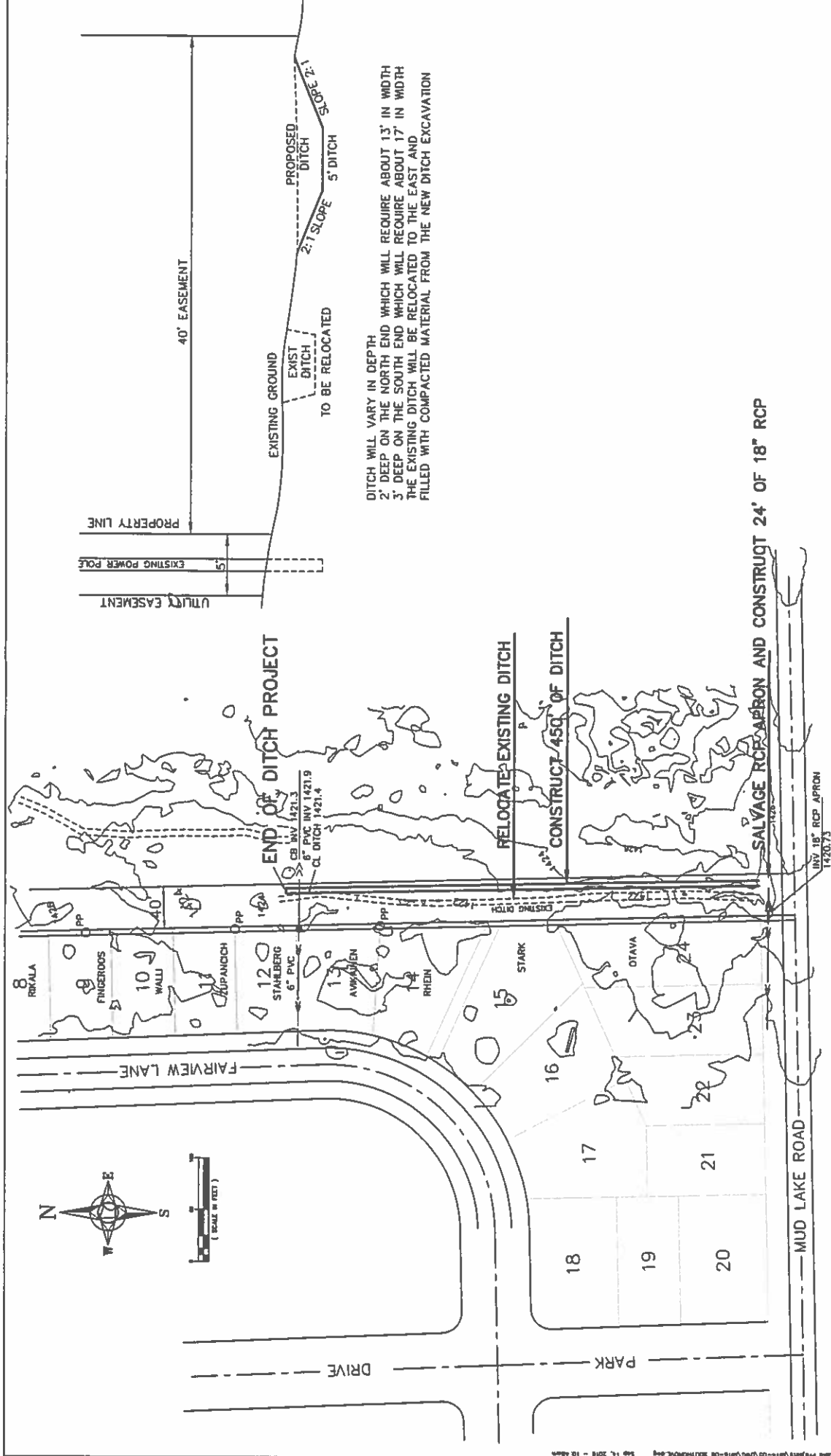
September 14, 2016

## CONSTRUCTION COST ESTIMATE FOR SOUTH GROVE DITCH MAINTENANCE PROJECT

ITEM	UNITS	QUANTITY	UNIT COST	COST
CLEAR AND GRUB	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00
COMMON EXCAVATION	CUBIC YARD	500	\$ 10.00	\$ 5,000.00
SITE GRADING	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00
FENCING	LIN. FT.	40	\$ 20.00	\$ 800.00
SEEDING	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00
18" RCP	LIN. FT.	24	\$ 65.00	\$ 1,560.00
SALVAGE RCP APRON	EACH	1	\$ 300.00	\$ 300.00
TOTAL ESTIMATED COST				\$14,160.00

Benchmark Engineering Inc.

Rodney Flannigan PLS/President



DITCH WILL VARY IN DEPTH  
 2' DEEP ON THE NORTH END WHICH WILL REQUIRE ABOUT 13' IN WIDTH  
 5' DEEP ON THE SOUTH END WHICH WILL REQUIRE ABOUT 17' IN WIDTH  
 THE EXISTING DITCH WILL BE RELOCATED TO THE EAST AND  
 FILLED WITH COMPACTED MATERIAL FROM THE NEW DITCH EXCAVATION

PRELIMINARY NOT FOR CONSTRUCTION

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**ROAD AND UTILITY EASEMENT**

This **Easement Agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Susan A. Berglund, an unmarried widow**, hereinafter referred to as Grantor, and **The City of Mountain Iron, a political subdivision under the State of Minnesota**, Grantee.

**RECITALS**

1. Grantor is the fee owner of the following described real property in St. Louis County, Minnesota:

**The Southeast Quarter of Northeast Quarter (SE 1/4 of NE 1/4), Section Fifteen (15), Township Fifty-Eight (58) North, Range Eighteen (18) West of the Fourth Principal Meridian**

(hereinafter the "Servient Property")

2. Servient Property lies adjacent to the east line of the residential Plat of South Grove, Mountain Iron.
3. There currently exists an informal ditching system which serves to naturally transport surface water from the Servient Property, as well as the residential platted property.
4. Grantee desires to obtain from Grantor a formal easement for the purpose of protecting and maintaining such ditching system for water alleviation, construction of a maintenance road and other utility services as and when the same may become necessary.
5. Grantor desires to provide such easement to Grantee for such purposes.

Now, therefore, for and in consideration of the mutual promises, covenants, easements, rights, and agreements hereinafter contained, and in further consideration for the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grantors, and other valuable consideration, it is agreed between the parties hereto as follows:



1. Grant of Five Year Easement

For a period of five years from the date of this agreement the Grantor hereby grants, transfers, and conveys to the Grantee, an easement for road and utility purposes on, over and across the following lands of Servient Property:

**The West 40.00 feet of the SE 1/4 of NE 1/4, Section 15, Township 58 North, Range 18 West, for road, utility and maintenance purposes, as shown on Exhibit A attached hereto (the "Easement").**

2. Grant of Permanent Easement

Five years from the date of this agreement upon approval of both parties the Grantor shall grant, transfer and convey to the Grantee, a permanent easement for road and utility purposes on, over and across the following lands of Servient Property:

**The West 40.00 feet of the SE 1/4 of NE 1/4, Section 15, Township 58 North, Range 18 West, for road, utility and maintenance purposes, as shown on Exhibit A attached hereto (the "Easement").**

In exchange for the granting of the permanent easement the Grantee shall make payment to the Grantor in the amount of Four Thousand Dollars (\$4,000).

2. Obstruction of the Easement

Grantor shall not take any action which obstructs or interrupts the use of the easement herein described. The location of the easement shall not be moved or relocated except as agreed to by the owners of the Servient Property.

3. Use, Maintenance and Repair of the Easement

Grantee shall be solely responsible for the construction, use and maintenance of the utilities and road. The parties hereto agree that the rights granted in this Easement inure to the benefit of Grantees, their heirs, successors, assigns, tenants, licensees and invitees. No debris shall be deposited on Grantor's property in connection with the construction of the road and utility services. Grantee, their agents, employees, contractors, or invitees shall be solely responsible to Grantor for any damage to Grantor's property. Grantor waives any claim to any merchantable timber cut in connection with the construction or maintenance of said road and utilities and said timber shall be the property of Grantor. Cutting or trimming of trees or other vegetation located on Grantor's land shall be limited to that which is necessary for clear passage on the driving surface and maintenance of utilities.

Entrance to the easement will be allowed off of Greenwood Lane and the access road shall terminate at the southernmost power pole located between Lots 15 and 24.

The Grantee shall construct a fence along the Grantor's western property boundary from the northwest corner of the Grantor's property going south to the first power pole located between Lot 1 and Lot 2. Furthermore the Grantee shall install a gate for ingress and egress adjacent to the termination of Greenwood Lane and both the Grantee and the Grantor will be provided access through the gate.

The road and easement area shall not be used as a recreational trail for public use, and gates or other impediments shall be placed from the Grantors north property line going south to the power pole located between Lots 1 and 2 to restrict any use by the public.

4. Liability

Grantor shall not be liable to Grantees or any person for any injuries or damages to person or property arising from construction, operation, maintenance or use of said easement and private sewer line and terminal connection.

5. Release of Liability/Hold Harmless

Grantee, for itself and its employees, contractors, and other invitees, does hereby waive, release, discharge, dismiss, indemnify and hold harmless Grantor, her personal representative, successors and assigns, separately and jointly, from any and all manner of claims, suits, actions, counterclaims, cross-claims, defenses, causes of action, damages, liabilities, claims for indemnification, and claims for attorney's fees and costs, whether known or unknown, which Grantee, its employees, contractors, and other invitees, successors and assigns, had, has, or may ever have against Grantor, including but not limited to any and all claims asserted or arising in connection with the use of the contemplated roadway and utility easement area. Grantee agrees to defend Grantor, her personal representative, successors and assignee, at the Grantee's sole cost and expense, in any litigation, action, arbitration, mediation or other legal or administrative process against the Grantor arising from or related to this Easement Agreement. The terms of this Section shall survive the expiration or termination hereof.

6. Running of Benefits and Burdens

All provisions of this agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Amendments

This Agreement shall not be modified or amended without the written approval of the owners of the Servient Property and the Grantee herein.

DATED this 1 day of 9, 2016.

Grantor:

Grantee:  
CITY OF MOUNTAIN IRON

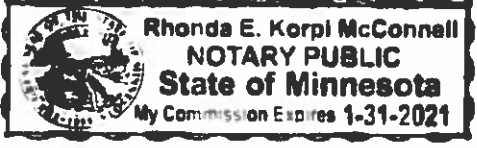
Susan A Berglund  
Susan A. Berglund

By: \_\_\_\_\_  
Gary Skalko, Mayor

By: \_\_\_\_\_  
Craig Wainio, City Administrator

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary Skalko, the Mayor and Craig J. Wainio, the City Administrator, of the City of Mountain Iron, a Minnesota municipal corporation and political subdivision of the State of Minnesota, on behalf of the public body.



Rhonda McConnell  
Notary Public

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

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of September, 2016, by Susan A. Berglund, an unmarried widow.



Rhonda McConnell  
Notary Public

**COUNCIL LETTER 090716-VIA**

**ADMINISTRATION**

**RESOLUTION NUMBER 38-16**

**DATE:** September 15, 2016

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

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Our first application for the Property Assessed Clean Energy (PACE) program has been received. If you recall this is a program that we just recently implemented as a mechanism for businesses to implement energy savings with a partnership with the St Paul Port Authority. The YMCA has made application for the program for the installation of energy efficient air handling systems. The program allows the YMCA to pay back the load over ten years through a special assessment on their property. It is recommended that the City Council adopt Resolution Number 38-16 as presented.



# 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 38-16

### APPROVING AGREEMENT AND ADOPTING ASSESSMENT

**WHEREAS**, Minnesota Statutes 216C.435 and 216C.436 ("the Act") authorizes the City of Mountain Iron to finance energy improvements using special assessments on residential, commercial and industrial properties where owners have petitioned for special assessments to repay the financing; and

**WHEREAS**, the City of Mountain Iron entered into a joint powers agreement with the Port Authority of the City of Saint Paul on September 21, 2015, to administer the Act on behalf of the City; and

**WHEREAS**, the City of Mountain Iron agreed to impose special assessments pursuant to Minnesota Statutes, Chapter 429 to pay for the improvements; and

**WHEREAS**, the City of Mountain Iron has received a Special Assessment Petition from the Mesabi Family YMCA, a 501(c)(3) nonprofit corporation (the "Property Owner"), signed by Becky Zubich, the CEO, waiving its rights to a special assessment hearing and petitioning for a special assessment to repay the cost of the improvements; and

**WHEREAS**, the City of Mountain Iron has received a Special Assessment Waiver, waiving Property Owner's rights to appeal the assessment.

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

1. The Special Assessment Agreement with Property Owner is accepted.
2. The proposed assessment in the principal amount of \$24,370.55, a copy of which is attached hereto and made a part hereof, is hereby adopted and shall constitute the special assessment against the property named therein, and each tract of property therein included is hereby found to be benefited by the proposed improvements in the amount of the assessment levied against it.
3. Such assessment shall be payable in equal annual installments including principal and interest, over a period of ten (10) years with interest at the rate of 4.5% per annum. Interest shall begin to accrue on January 1, 2017. Each annual installment shall be in the amount annually required to pay the principal over the period of ten (10) years with interest at the rate of 4.5% per annum. The first installment shall be payable with taxes payable in 2017.

4. The Property Owner may prepay the whole of the assessment on the Property at any time to the City pursuant to Minn. Stat. § 429.061, subd. 3. Any prepayment made under this paragraph must include all installments due to and including December 31 of the year of prepayment, together with the original principal amount reduced only by the amounts of principal included in such installments, computed on an annual amortization basis. Prepayments must be made before November 15 of any year or all installments due to and including December 31 of the next succeeding year will be charged.
5. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

**DULY ADOPTED BY THE CITY COUNCIL THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2016.**

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Mayor Gary Skalko

ATTEST:

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City Administrator

# City of Mountain Iron

## Assessment Payment Schedule

Property ID: 175-0032-00090

Original Assessment: \$24,370.55  
Payment Term: 10  
Levied Date: 11/01/2016  
Total Principal: \$24,370.55  
Total Interest: \$5,102.40  
Grand Total: \$29,472.95  
Interest Rate: 4.5000%  
1st Yr. Payable: 2017

Year	Payment	Interest Amount	Principal Amount	Remaining Balance
2017	2,947.29	0.00	2,947.29	21,423.26
2018	2,947.29	964.05	1,983.24	19,440.02
2019	2,947.29	874.80	2,072.49	17,367.53
2020	2,947.29	781.54	2,165.75	15,201.78
2021	2,947.29	684.08	2,263.21	12,938.57
2022	2,947.29	582.24	2,365.05	10,573.52
2023	2,947.29	475.81	2,471.48	8,102.04
2024	2,947.29	364.59	2,582.70	5,519.34
2025	2,947.29	248.37	2,698.92	2,820.42
2026	2,947.34	126.92	2,820.42	0.00

**COUNCIL LETTER 091916-VIB**

**ADMINISTRATION**

**RESOLUTION 39-16**

**DATE:** September 15, 2016

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

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Resolution Number 39-15 authorizes the submittal of a grant application to the IRRRB to assist with the Mountain Iron's portion of the 2017 Highway 169 reconstruction project. In 2017 MNDoT will be reconstruction Highway 169 from Hoover Road to County Road 109 and as part of the project the Highway 169/County Road 7/Enterprise Drive North intersection will be redesigned. Mountain Iron is partnering with MNDoT and St. Louis County on the intersection project and therefore we are responsible for the Enterprise Drive North portion of the intersection.





# CITY OF MOUNTAIN IRON

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

## RESOLUTION NUMBER 39-16

### **AUTHORIZING THE CITY OF MOUNTAIN IRON TO MAKE APPLICATION TO AND ACCEPT FUNDS THE IRRRB**

**WHEREAS**, the Mountain Iron City Council approves of the attached application for the Highway 169/County Road 7/Enterprise Drive North project; and,

**WHEREAS**, the Mountain Iron City Council agrees to accept funding for the underlying project if approved by the IRRRB.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that it does hereby adopt this Resolution.

**DULY ADOPTED BY THE CITY COUNCIL THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2016.**

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Mayor Gary Skalko

ATTEST:

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City Administrator



*Mt. Iron · Virginia, Minnesota*

*5478 Mountain Iron Dr. Virginia, MN 55792*

*Phone: 218-741-8681. Fax: 218-741-3027. Email: [info@sawmillsaloonrestaurant.com](mailto:info@sawmillsaloonrestaurant.com)*

Sept. 09, 2016

City of Mountain Iron  
8586 South Enterprise Drive  
Mountain Iron, MN 55768

City of Mountain Iron,

Sundberg Enterprises, LLC dba The Sawmill Saloon and Restaurant is requesting permission to serve alcohol at an upcoming event. The event is scheduled for Oct. 8, 2016. This event is being held at the Mountain Iron Community Center.

Copies of our liquor liability insurance and our catering permit are on file with the City Offices.

Any questions, I can be reached at 218.741.8681 or 218.391.3147.

Thank you,

Chad Nesselroad, Banquet Manager  
Alissa Horan  
Owner, Sundberg Enterprises, LLC



**Minnesota Department of Public Safety**  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 222, St. Paul MN 55101  
 (651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT**  
**FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

501(c)3

**TYPE OR PRINT INFORMATION**

NAME OF ORGANIZATION <b>Soroptimist of Virginia</b>		DATE ORGANIZED <b>1/26/1956</b>	TAX EXEMPT NUMBER <b>41-6040928</b>	
STREET ADDRESS <b>P.O. Box 389</b>		CITY STATE <b>Virginia MN</b>	ZIP <b>55792</b>	CODE
NAME OF PERSON MAKING APPLICATION <b>Shirley Lenci - Committee chair</b>		BUSINESS PHONE <b>( )</b>	HOME PHONE <b>(218) 741-2409</b>	
DATES LIQUOR WILL BE SOLD <b>Oct. 19, 2016</b>		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input checked="" type="checkbox"/> <b>OTHER NONPROFIT</b>		
ORGANIZATION OFFICER'S NAME <b>Shirley Koski - President</b>		ADDRESS <b>7137 Wildwood Dr. Britt, MN 55710</b>		
ORGANIZATION OFFICER'S NAME <b>Mary Samuelson - President-elect</b>		ADDRESS <b>8097 Long Lake Rd. Eveleth, MN 55734</b>		
ORGANIZATION OFFICER'S NAME <b>Sue Beck - Secretary</b>		ADDRESS <b>1009 2nd St. S. Virginia, MN 55792</b>		
Location license will be used. If an outdoor area, describe: <b>October 19, 2016</b>				
<b>Chick Flick Movie Night - Fundraiser at Cinema 6,</b>				
<b>8426 Enterprise Dr. S. Mt. Iron, MN 55768</b>				
Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service. <b>NO</b>				
Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage. <b>Yes - Great American Ins. of NY - Coverage \$1,000,000.00</b>				

**APPROVAL**

**APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT**

CITY/COUNTY _____	DATE APPROVED _____
CITY FEE AMOUNT _____	LICENSE DATES _____
DATE FEE PAID _____	

SIGNATURE CITY CLERK OR COUNTY OFFICIAL \_\_\_\_\_ APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT \_\_\_\_\_

**NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event**



**FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

September 7, 2016

City Council & Mayor Skalko  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron, MN 55768

Dear City Council & Mayor Skalko,

I am sending you this letter of request for a \$200 donation from the City of Mountain Iron for our 2<sup>nd</sup> Annual Mother-Son Dance taking place at the Mountain Iron Community Center on Saturday, November 5, 2016.

The Mother-Son Dance provides an affordable opportunity for families in our community to spend quality time together. The event will feature healthy snacks, a live DJ and professional photos taken by Photographs by Rhonda. New this year – each family attending will receive a free photo as a special keepsake.

Your donation will help defray the costs involved with hosting this event, specifically toward the rental of the Mountain Iron Community Center and the purchase of healthy snacks.

The Mother-Son Dance provides opportunity for the Y and the City of Mountain Iron to encourage families to connect and spend time together. This event will also foster a sense of community by connecting people of all ages.

Sincerely,

Becky Zubich  
CEO

[bzubich@mesabiyymca.org](mailto:bzubich@mesabiyymca.org)

**Mesabi Family YMCA  
8367 Unity Drive, Virginia, MN 55792  
P 218.749.8020  
[www.mesabiyymca.org](http://www.mesabiyymca.org)**

