

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, OCTOBER 4, 2010 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the September 20, 2010, Regular Meeting (#1-8)
 - B. Receipts
 - C. Bills and Payroll
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Director of Public Work's Report
 - 1. Locomotive Park Signage (#9) *
 - D. City Engineer's Report
 - 1. Pay Request Number 4 for Ball Field Reconstruction (#10-12)
 - 2. Pay Request Number 3 Energy Park Phase 2 (#13-15)
 - E. Public Health and Safety Board
 - 1. Continuation of Employment (#16-17)
 - F. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Ordinance Number 05-10 Authorizing Background Checks (#18-26)
 - B. Resolution Number 11-10 Transferring Ownership (#27-29)
 - C. 2010 Audit Services Proposal (#30-36)
 - D. Request for Extension (#37)
 - E. Request to Waive Fees (#38)
- VII. Announcements
- VIII. Adjourn

Denotes page number in packet

* Enclosed in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
SEPTEMBER 20, 2010

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; John Backman, Sergeant ; Rod Flannigan, City Engineer; and Jerry D. Kujala, Zoning Administrator.

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

1. Approve the minutes of the September 7, 2010, regular meeting as submitted.
2. Approve the minutes of the September 7, 2010, Closed Committee-of-the-Whole meeting as submitted.
3. 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.
4. To acknowledge the receipts for the period September 1-15, 2010, totaling \$139,766.51, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period September 1-15, 2010, totaling \$413,554.19, (a list is attached and made a part of these minutes).

The motion carried on the following roll call vote: Prebeg, yes; Zupancich, yes; Stanaway, yes; Roskoski, no; and Skalko, yes.

During the public forum, Jerry D. Kujala, Zoning Administrator, was present and informed the Council that, during the summer, he had received several complaints from citizens regarding their neighbors changing the drainage patterns to adversely affect them. The City Attorney researched the statutes and said that this issue is between the affected parties and the City should not get involved with these issues.

Also during the public forum, Jerry Kujala addressed the Council regarding an issue in the West Virginia area where a fence was constructed on City property. The Zoning Administrator advised the residents that the fence would have to be taken off of City property and they asked if they could appeal the directive. The Council advised the Zoning Administrator to bring the issue back to the Planning and Zoning Commission for a recommendation.

The Mayor updated the Council on the following:

- Mesabi Daily News Unsigned Onions: He said that he dislikes addressing the unsigned onions, but he does not like to have incorrect information printed in the newspaper. He said the City did not set the preliminary levy at the maximum amount of 19.5%, the Council voted to set the preliminary levy at 5% and the Council would strive to set the final levy with no levy increase, if possible.

- Matt Niskanen. Said that he is a 2005 Mountain Iron-Buhl graduate and he has signed a two year contract extension with the Dallas Stars. The Mayor wished him good luck during his forth year with the NHL.
- D. J. Winfield. Said that he is a 2006 Mountain Iron-Buhl graduate and is currently playing on the UMD Bulldogs Football team. The Mayor said that he was just named the Conference Player of the Week. The Mayor wished him luck during his third year with UMD.

It was moved by Prebeg and seconded by Roskoski to appoint Harriet Scinto to serve as an Election Judge for the November 2, 2010, General Election. The motion carried.

The Administrator updated the City Council regarding the Community Development Block Grant applications. He said that the Downtown Mountain Iron alley project does not qualify for the grant because it is considered maintenance. He said that he submitted grant applications for Locomotive Park and the sidewalk by Raintree Apartments.

It was moved by Zupancich and seconded by Stanaway to approve the monumental signage for Locomotive Park provided that the corrections, recommended by the Minnesota Historical Society, are made. After some discussion, Zupancich **withdrew his motion** and Stanaway **withdrew his support**.

It was moved by Zupancich and seconded by Stanaway to accept the recommendation of the Safety Committee and approve the 2010-11 Safety Management program contract (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

Councilor Roskoski questioned the City Attorney regarding multiple Councilors attending other Board and Commission meetings. He asked the Attorney what procedure the City Council would need to complete to allow Councilors to speak when there is a quorum present at the board and commission meetings. The City Attorney stated that the Council would have to adopt a policy to post the meeting notices, if the Council decided to allow this.

It was moved by Stanaway and seconded by Zupancich to authorize payment request number three to C & C Winger for the Locomotive Park Landscaping Project in the amount of \$13,680. The motion carried on the following roll call vote: Stanaway, yes; Roskoski, no; Prebeg, yes; Zupancich, yes; and Skalko, yes.

It was moved by Zupancich and seconded by Roskoski to award the bid for the Energy Park Development, Phase III, to Hibbing Excavating Incorporated for their low bid of \$177,013.80. The motion carried.

It was moved by Roskoski and seconded by Skalko to authorize the City Engineer to call for bids on the Gravel Access Road Improvement Project to the rail yard on Canadian National property with the funding for this project coming from a grant and businesses. The motion carried.

It was moved by Prebeg and seconded by Skalko to waive the building rental fees for the use of the Mountain Iron Community Center for the Virginia Girls Swim Team, which also includes Mountain Iron members, on December 12, 2010. The motion carried.

At 7:12 p.m., it was moved by Skalko and seconded by Zupancich that the meeting be adjourned. The motion carried.

Submitted by:

Jill M. Anderson

Jill M. Anderson, CMC
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. Saint Louis County Assessor, forwarding a notice for training for the Local Board of Appeal and Equalization on Tuesday, November 9, 2010, in Cotton.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	131,808.34
PERMITS	BUILDING	1,162.94
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	126.81
METER DEPOSITS	ELECTRIC	1,000.00
CAMPGROUND RECEIPTS	FEES	1,400.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	110.08
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	800.00
BUILDING RENTALS	COMMUNITY CENTER	500.00
CD INTEREST	CD INTEREST 301	424.66
LICENSES	ANIMAL	10.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
BUILDING RENTALS	SENIOR CENTER	50.00
CD INTEREST	CD INTEREST 101	455.73
CD INTEREST	CD INTEREST 378	1,367.22
CD INTEREST	CD INTEREST 603	455.73
MISCELLANEOUS	ELECTRIC RECONNECT FEE	35.00
MISCELLANEOUS	CHECK RETURN FEE	20.00
Summary Totals:		<u>139,766.51</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/10	09/14/2010	140022	130011	MOUNTAIN IRON POSTMASTER	602-20200	335.15
09/10	09/21/2010	140023	10056	A T & T MOBILITY	101-20200	1,193.80
09/10	09/21/2010	140024	10050	A-1 REFRIGERATION HEATING &	301-20200	135.00
09/10	09/21/2010	140025	9084	ABRAHAM ELIAS	604-20200	16.28
09/10	09/21/2010	140026	10008	AIRGAS NORTH CENTRAL	101-20200	149.09
09/10	09/21/2010	140027	10009	ARCHITECTURAL RESOURCES	301-20200	4,755.00
09/10	09/21/2010	140028	9083	B. TINKISHU & G. ABERRA	604-20200	64.27
09/10	09/21/2010	140029	9085	BARBARA SHOSTEN	604-20200	155.93
09/10	09/21/2010	140030	20057	BILL'S REPAIR	101-20200	25.00
09/10	09/21/2010	140031	20010	BISS LOCK INC	101-20200	5.34
09/10	09/21/2010	140032	20056	BULLER, AARON	101-20200	70.00
09/10	09/21/2010	140033	30040	C & C WINGER INC	301-20200	13,880.00
09/10	09/21/2010	140034	9078	CATHERINE E. SAMPSON	101-20200	200.00
09/10	09/21/2010	140035	9080	CATHY ERICKSON	101-20200	200.00
09/10	09/21/2010	140036	30068	CHAD, GREG	101-20200	120.00
09/10	09/21/2010	140037	9081	COOK GARDEN CLUB	101-20200	200.00
09/10	09/21/2010	140038	40002	DEPT NATURAL RESOURCES	101-20200	130.00
09/10	09/21/2010	140039	40013	DR MATTHEW A GAHN	101-20200	242.00
09/10	09/21/2010	140040	9087	FAYE ROCHE	604-20200	268.34
09/10	09/21/2010	140041	60038	FLEET SERVICES	101-20200	5,811.21
09/10	09/21/2010	140042	60042	FLUID-TECH	602-20200	155.91
09/10	09/21/2010	140043	60043	FRIZZELL, ERICA	301-20200	1,746.99
09/10	09/21/2010	140044	70029	GUARDIAN PEST CONTROL INC	101-20200	70.70
09/10	09/21/2010	140045	80017	HENRY'S WATERWORKS INC	101-20200	4,210.01
09/10	09/21/2010	140046	80001	HILLYARD/HUTCHINSON	101-20200	1,480.74
09/10	09/21/2010	140047	9077	IRON RANGE FRIENDS OF NRA	101-20200	200.00
09/10	09/21/2010	140048	9088	JANET SJOLANDER	604-20200	123.83
09/10	09/21/2010	140049	9079	JEAN SPECHT	101-20200	200.00
09/10	09/21/2010	140050	100020	JOHN WINTER	301-20200	2,453.01
09/10	09/21/2010	140051	120006	L & M SUPPLY	101-20200	1,442.73
09/10	09/21/2010	140052	120032	LAKE COUNTRY POWER	101-20200	211.34
09/10	09/21/2010	140053	120049	L'ALLIER, DAN	101-20200	140.00
09/10	09/21/2010	140054	120048	L'ALLIER, TABITHA	101-20200	190.00
09/10	09/21/2010	140055	120003	LEAGUE OF MINNESOTA CITIES	101-20200	2,603.00
09/10	09/21/2010	140056	120035	LENCI ENTERPRISES INC	301-20200	65,970.00
09/10	09/21/2010	140057	9089	LILLIAN MOURIN	604-20200	62.79
09/10	09/21/2010	140058	130030	MACQUEEN EQUIPMENT	603-20200	473.82
09/10	09/21/2010	140059	130156	MARDEN, BROOKE	101-20200	40.00
09/10	09/21/2010	140060	9086	MARK BLACKBURN	604-20200	128.65
09/10	09/21/2010	140061	130004	MESABI DAILY NEWS	101-20200	1,727.86
09/10	09/21/2010	140062	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
09/10	09/21/2010	140063	130039	MINNESOTA DEPT OF COMMERCE	604-20200	296.44
09/10	09/21/2010	140064	140026	MINNESOTA ENERGY RESOURCES	101-20200	277.99
09/10	09/21/2010	140065	130009	MINNESOTA POWER (ALLETE INC)	604-20200	80,834.61
09/10	09/21/2010	140066	130024	MN POLLUTION CONTROL AGENCY	101-20200	300.00
09/10	09/21/2010	140067	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	18,393.41
09/10	09/21/2010	140068	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	129.06
09/10	09/21/2010	140069	140065	NYMAN, KEITH	101-20200	270.00
09/10	09/21/2010	140070	160064	PANNIER GRAPHICS	301-20200	4,924.86
09/10	09/21/2010	140071	160057	PHIL'S GARAGE DOOR SERVICE	101-20200	37.00
09/10	09/21/2010	140072	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	363.20
09/10	09/21/2010	140073	160032	PORTABLE JOHN	101-20200	622.99
09/10	09/21/2010	140074	170001	QWEST	602-20200	362.77
09/10	09/21/2010	140075	9013	RANGE MENTAL HEALTH CENTER	604-20200	152.19
09/10	09/21/2010	140076	9082	ROBERTA SCIINTO	101-20200	100.00
09/10	09/21/2010	140077	190072	SAINT LOUIS COUNTY AUDITOR	101-20200	31,215.00
09/10	09/21/2010	140078	190010	SEPPI BROTHERS	101-20200	612.56

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/10	09/21/2010	140079	190014	SHERWIN WILLIAMS	602-20200	412.43
09/10	09/21/2010	140080	1152	ST LOUIS COUNTY PHHS	604-20200	430.11
09/10	09/21/2010	140081	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	46.00
09/10	09/21/2010	140082	200003	TACONITE TIRE SERVICE	101-20200	16.30
09/10	09/21/2010	140083	200047	TEXTILES PLUS	101-20200	202.00
09/10	09/21/2010	140084	210009	USA BLUE BOOK	602-20200	144.44
09/10	09/21/2010	140085	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	52,532.03
09/10	09/21/2010	140086	230028	WISCONSIN ENERGY CONSERVATION	604-20200	509.30
09/10	09/21/2010	140087	250005	YELEY, TONY	101-20200	10.00

Totals:

	<u>306,082.48</u>
Payroll-PP Ending 9/17/2010	92,186.87
Electronic Trans-Sales Tax 9/20/10	<u>15,284.84</u>
TOTAL EXPENDITURES	<u>\$413,554.19</u>

Minnesota Municipal Utilities Association

AMENDMENT TO SERVICES AGREEMENT

Safety Management Program

Contract Date: August 13, 2010

Contract Number: 20-2011

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and Mountain Iron Public Utilities (Mountain Iron), dated August 14, 2009, contract number 20-2010, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2010 until September 30, 2011 (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 eight thousand six hundred seventy-five dollars and 00 cents (\$ 8,675.00) for the 2010-11 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 (\$ 8,675.00)
- Quarterly Payments (\$ 2,168.75 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 *Cyrene Skelton*

By *Jan King*

Title Mayor

Title Executive Director

Date September 21, 2010

Date August 13, 2010

Purchase Order # _____

Minnesota Municipal Utilities Association
Safety Management Program
Northeast Group Fee Calculation
 October 1, 2010 - September 30, 2011

City	Population	2010-11 Annual Charge	2010-11 Quarterly Charge	2009-10 Annual Charge	Difference	Total 2010-11 with JTS	# of Days
Aitkin	2,127	\$12,675.00	\$3,168.75	\$12,400.00	\$275.00	\$12,675.00	2
Buhl	983	\$7,175.00	\$1,793.75	\$6,900.00	\$275.00	\$7,175.00	1
Grand Marais	1,419	\$12,675.00	\$3,168.75	\$12,400.00	\$275.00	\$14,325.00	2
Keewatin	1,172	\$7,175.00	\$1,793.75	\$6,900.00	\$275.00	\$8,275.00	1
Moose Lake	2,445	\$12,675.00	\$3,168.75	\$12,400.00	\$275.00	\$15,425.00	2
Mora	3,568	\$5,275.00	\$1,318.75	\$5,000.00	\$275.00	\$6,375.00	0.58
Mountain Iron	2,843	\$8,675.00	\$2,168.75	\$8,400.00	\$275.00	\$10,325.00	1
Nashwauck	949	\$7,175.00	\$1,793.75	\$6,900.00	\$275.00	\$7,175.00	1
New Ulm	13,594	\$19,675.00	\$4,918.75	\$19,400.00	\$275.00	\$24,075.00	2
New Ulm (city)	13,594	\$19,375.00	\$4,843.75	\$19,100.00	\$275.00	\$19,375.00	2
Princeton	4,503	\$7,976.65	\$1,994.16	\$7,701.65	\$275.00	\$10,726.65	1
Princeton (city)	4,503	\$7,676.65	\$1,919.16	\$7,401.65	\$275.00	\$7,676.65	1
Totals:		\$128,203.30	\$32,050.83	\$124,903.30	\$3,300.00	\$143,603.30	16.58

City	per lineman	2010-11	2009-10
Annual JTS (Electric)			
Aitkin	0	\$0.00	\$0.00
Buhl	0	\$0.00	\$0.00
Grand Marais	3	\$1,650.00	\$1,650.00
Keewatin	2	\$1,100.00	\$1,100.00
Moose Lake	5	\$2,750.00	\$2,750.00
Mora	2	\$1,100.00	\$1,100.00
Mountain Iron	3	\$1,650.00	\$1,650.00
Nashwauck	0	\$0.00	\$0.00
New Ulm	8	\$4,400.00	\$4,400.00
Princeton	5	\$2,750.00	\$2,750.00
Totals:	28	\$15,400.00	\$15,400.00

Please notify Rita Kelly of changes to your city.
 Call 763-746-0704; fax 763-551-0459 or e-mail to rkelly@mmua.org.

COUNCIL LETTER 100410-IVC1

PARKS & RECREATION

**LOCOMOTIVE PARK
INTERPRETIVE SIGNS**

DATE: September 29, 2010
FROM: Don Kleinschmidt
Director of Public Works

Enclosed* are the final drafts of the interpretive signs for Locomotive Park.

Staff is requesting City Council final approval of the signs

* City Council - see inserts in your packet envelope.



BENCHMARK ENGINEERING, INC.

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 28, 2010

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

Re: City of Mountain Iron, MN
Mountain Iron Baseball Fields Reconstruction
Project No. MIPR09-01 & MIPR09-02

Dear Mr. Wainio;

Enclosed please find Pay Request No. 4 for the Baseball Fields Reconstruction project in the amount of **\$1,991.20**, for approval at your next scheduled City Council meeting. This amount includes withholding retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,
Benchmark Engineering, Inc.

Eric E. Fallstrom, P.E.

Enclosure

Pc: Mr. Jerry Nemanich, Mesabi Bituminous, Inc.

RECOMMENDATION OF PAYMENT

No. 4

Owner's Project No.: _____

Engineer's Project No.: MIPR09-01 & MIPR09-02

Project: Mountain Iron Baseball Fields Reconstruction

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

For Period Ending: September 24, 2010


To: City of Mountain Iron
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The application meets the requirements of the Contract Documents for the payment or work completed as of the date of this Application.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

BENCHMARK ENGINEERING, INC.

Dated September 28, 2010

By  _____

STATEMENT OF WORK

Original Contract Price	\$ <u>126,526.50</u>	Work & Materials to Date	\$ <u>122,703.80</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (5%)	\$ <u>6,135.19</u>
Current Contract Price	\$ <u>126,526.50</u>	Subtotal	\$ <u>116,568.61</u>
		Previous Payments	\$ <u>114,577.41</u>
		Amount Due this Payment	\$ <u>1,991.20</u>



PAY REQUEST NO. 4
 MOUNTAIN IRON BASEBALL FIELDS RECONSTRUCTION
 CITY OF MOUNTAIN IRON, MINNESOTA

CONTRACTOR: MESABI BITUMINOUS, INC.

PROJECT NO: MIPR09-01 & MIPR09-02

ITEM NO.	ITEM	UNITS	PLAN QUANTITY	ITEM COST	WEST VIRGINIA	WOLF	COMBINED	TOTAL AMOUNT
					TOTAL QUANTITY	TOTAL QUANTITY	OVERALL QUANTITY	
2101.511	CLEARING AND GRUBBING	LUMP SUM	1.0	\$5,200.00	1.0		1.0	\$5,200.00
2104.503	REMOVE CONCRETE SLAB	SQ. FT.	240.0	\$1.00	240.0		240.0	\$240.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ. FT.	1031.0	\$0.50	2,273.0		2,273.0	\$1,136.50
2104.509	REMOVE MISCELLANEOUS STRUCTURES	LUMP SUM	1.0	\$250.00	0.5	0.5	1.0	\$250.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	1492.0	\$6.00	690.0	802.0	1,492.0	\$8,952.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	1024.0	\$9.00	54.0	1,406.0	1,460.0	\$13,140.00
2105.525	TOPSOIL BORROW (LV)	CU. YD.	1000.0	\$10.80	324.0	814.0	1,138.0	\$12,290.40
2105.535	SALVAGED TOPSOIL (PV)	CU. YD.	628.0	\$5.00	198.0	430.0	628.0	\$3,140.00
2105.602	GRAVEL ENTRANCE RESTORATION	EACH	1.0	\$500.00			0.0	\$0.00
2211.604	AGGREGATE BASE SPECIAL (CV)	CU. YD.	380.0	\$82.00	130.0	203.0	333.0	\$27,306.00
2502.501	4" PRECAST HEADWALL	EACH	1.0	\$50.00		1.0	1.0	\$50.00
2502.541	4" PERFORATED TP PIPE DRAIN W/ GEOTEXTILE SOCK	LIN. FT.	585.0	\$8.00	145.0	440.0	585.0	\$4,680.00
2502.541	4" PVC - SDR 35	LIN. FT.	123.0	\$6.00	50.0	73.0	123.0	\$738.00
2503.602	CONNECT TO EXISTING CATCH BASIN	EACH	1.0	\$250.00	1.0		1.0	\$250.00
2521.501	4" CONCRETE SIDEWALK	SQ. FT.	80.0	\$8.00	80.0		80.0	\$640.00
2540.602	BASES, PLATES, & ANCHORS	LUMP SUM	2.0	\$2,500.00			0.0	\$0.00
2557.501	WIRE FENCE DESIGN 72-9322	LIN. FT.	1580.0	\$16.05	540.0	1,078.0	1,618.0	\$25,968.90
2557.501	WIRE FENCE DESIGN SPECIAL	LIN. FT.	135.0	\$95.00	65.0	70.0	135.0	\$12,825.00
2557.517	VEHICULAR GATE - DOUBLE	EACH	1.0	\$725.00		1.0	1.0	\$725.00
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	1423.0	\$2.00	488.0	900.0	1,388.0	\$2,776.00
2573.512	TEMPORARY DITCH CHECK TYPE 3	LIN. FT.	20.0	\$10.00			0.0	\$0.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2.0	\$300.00		1.0	1.0	\$300.00
2575.505	SODDING LAWN TYPE	SQ. YD.	360.0	\$4.00	524.0		524.0	\$2,096.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$1,200.00			0.0	\$0.00

PER PROJECT COST TO DATE: \$46,740.70 \$75,963.10

COMPLETED TO DATE: \$122,703.80
 LESS RETAINAGE: (\$6,135.19)
 SUBTOTAL PAY REQUEST #4: \$116,568.61
 LESS PREVIOUS PAYMENTS: (\$114,577.41)
 TOTAL PAY REQUEST #4: **\$1,991.20**

BENCHMARK ENGINEERING, INC.



BENCHMARK ENGINEERING, INC.

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 28, 2010

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

Re: City of Mountain Iron, MN
Energy Park Phase 2 – Utility Extension & Mass Grading
Project No. MI09-22

Dear Mr. Wainio;

Enclosed please find Pay Request No. 3 for the Energy Park Phase 2 project in the amount of **\$42,873.50**, for approval at your next scheduled City Council meeting. This amount includes withholding retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,
Benchmark Engineering, Inc.

Eric E. Fallstrom, P.E.

Enclosure

Pc: Mr. Andy Wagner, Ulland Brothers, Inc.

RECOMMENDATION OF PAYMENT

No. 3

Owner's Project No.: _____

Engineer's Project No.: MI09-22

Project: Energy Park Phase 2 – Utility Extensions & Mass Grading

CONTRACTOR: Ulland Brothers, Inc., 505 West 37th Street, Hibbing, MN 55746

For Period Ending: September 24, 2010

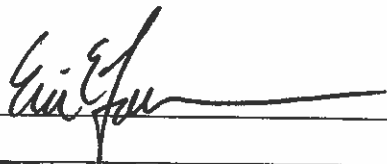
To: City of Mountain Iron
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The application meets the requirements of the Contract Documents for the payment or work completed as of the date of this Application.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

BENCHMARK ENGINEERING, INC.

Dated September 28, 2010

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>546,793.03</u>	Work & Materials to Date	\$ <u>453,099.03</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained	\$ <u>22,654.95</u>
Current Contract Price	\$ <u>546,793.03</u>	Subtotal	\$ <u>430,444.08</u>
		Previous Payments	\$ <u>387,570.58</u>
		Amount Due this Payment	\$ <u>42,873.50</u>



PAY REQUEST NO. 3
 ENERGY PARK PHASE 2 - UTILITY EXTENSIONS & MASS GRADING
 CITY OF MOUNTAIN IRON, MINNESOTA
 PROJECT NO: MI09-22

CONTRACTOR: ULLAND BROTHERS, INC.

SPEC. NO.	ITEM	UNITS	PLAN QUANTITY	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2101.501	CLEARING	ACRE	18.0	\$650.00	18.0	\$11,700.00
2101.506	GRUBBING	ACRE	18.0	\$1,800.00	18.0	\$32,400.00
2104.507	REMOVE CONCRETE STRUCTURE	CU. YD.	20.0	\$40.00	20.0	\$800.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	143,000.0	\$1.10	143,000.0	\$157,300.00
2105.503	ROCK EXCAVATION	CU. YD.	200.0	\$10.00	125.0	\$1,250.00
2105.535	SALVAGED TOPSOIL (PV)	CU. YD.	2,000.0	\$3.00	1,000.0	\$3,000.00
2211.503	AGGREGATE BASE (CV) CLASS V	CU. YD.	910.0	\$14.00	0.0	\$0.00
2476.601	WASTE COLLECTION & DISPOSAL	LUMP SUM	1.0	\$2,000.00	1.0	\$2,000.00
2503.511	8" PVC PIPE SEWER	LIN. FT.	1,987.0	\$25.00	1,669.0	\$41,725.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2.0	\$500.00	2.0	\$1,000.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	1.0	\$1,500.00	1.0	\$1,500.00
2504.602	HYDRANT	EACH	2.0	\$3,800.00	1.0	\$3,800.00
2504.602	12" GATE VALVE & BOX	EACH	2.0	\$2,300.00	1.0	\$2,300.00
2504.603	12" WATERMAIN DI CL. 52	LIN. FT.	2,000.0	\$54.00	1,679.0	\$90,666.00
2504.608	DUCTILE IRON FITTINGS	POUND	667.0	\$6.00	567.0	\$3,402.00
2506.501	CONST DRAINAGE STRUCTURE DES 4007	LIN. FT.	70.5	\$230.00	60.5	\$13,915.00
2506.516	CASTING ASSEMBLY	EACH	7.0	\$500.00	0.0	\$0.00
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	4,600.0	\$1.30	4,600.0	\$5,980.00
2573.602	STABILIZED CONSTRUCTION ENTRANCE	EACH	1.0	\$561.03	1.0	\$561.03
2575.523	EROSION CONTROL BLANKET, CATEGORY 4	SQ. YD.	12,500.0	\$1.20	8,900.0	\$10,680.00
2575.555	TURF ESTABLISHMENT - BASE BID	LUMP SUM	1.0	\$13,200.00	0.0	\$0.00
ADD ALTERNATE BID						
2101.501	CLEARING	ACRE	6.0	\$650.00	6.0	\$3,900.00
2101.506	GRUBBING	ACRE	6.0	\$1,800.00	6.0	\$10,800.00
2104.507	REMOVE CONCRETE STRUCTURE	CU. YD.	100.0	\$40.00	150.0	\$6,000.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	40,200.0	\$1.30	28,000.0	\$36,400.00
2105.503	ROCK EXCAVATION	CU. YD.	100.0	\$10.00	75.0	\$750.00
2105.535	SALVAGED TOPSOIL (PV)	CU. YD.	800.0	\$3.00	400.0	\$1,200.00
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	1,400.0	\$1.30	1,400.0	\$1,820.00
2575.523	EROSION CONTROL BLANKET, CATEGORY 4	SQ. YD.	8,700.0	\$1.20	0.0	\$0.00
2575.555	TURF ESTABLISHMENT - ADD ALTERNATE	LUMP SUM	1.0	\$4,400.00	0.0	\$0.00
2105.501	POND GRADING	CU. YD.	5,000.0	\$1.65	5,000.0	\$8,250.00

COMPLETED TO DATE: \$453,099.03
 LESS RETAINAGE (5%): (\$22,654.95)
 SUBTOTAL PAY REQUEST #3: \$430,444.08
 LESS PREVIOUS PAYMENTS: (\$387,570.58)

TOTAL PAY REQUEST #3: \$42,873.50

BENCHMARK ENGINEERING, INC.

MOUNTAIN IRON
➤ PUBLIC HEALTH AND SAFETY BOARD MINUTES
➤ WEDNESDAY, SEPTEMBER 22, 2010

The meeting was called to order at 6:30 p.m. by Chairman Stanaway with the following members present: Stanaway, Skalko, and Skogman. Absent were Holmes and Nelson. Also present were: Administrator Craig Wainio, Fire Chief Joe Buria and Sgt. John Backman.

A motion to accept the minutes from the July 21, 2010 meeting was made by Stanaway supported by Skalko. The motion passed 3 to 0.

- No one presented during the Public Forum.
- Fire Department and First Responders. 33 EMT calls during the last month, of which on 2 were missed by the department. There are currently 3 people taking the EMT class right now which will bring our total to 11. October 7th will be DQ Blizzard day to be hosted by the Fire Auxiliary. The Fire Department will be participating in the Chili cook-off to be held at the Community Center. CPR Training has been reinstated for the Department. The Fire Department has had very few calls over the summer months. The Fire Department is recommending that the requirement to make 30% of the calls for a quarter be amended to be 30% of the calls per calendar year. The Board agreed and referred the matter to the Personnel Committee. Stanaway moved and Skogman supported to recommend to the City Council that Firefighters Nyman, Mattson, Strong, L'Allier, Buller, Wolfe, Marden and Copeland remain on the Fire Department beyond the expiration of their probation. Motion carried 3-0.
- Sheriff's Department. Sgt. Backman reported that he had spoken to the Wiitala's over their concerns about speeding and stop sign on Mountain Avenue, informing them that they have studied the issue and there are no know violations occurring. Sgt. Backman also spoke with Mr. Buria concerning the junk yard located on his property. The Sgt. Indicated there is a plan in the works to address the issue.
- Unfinished Business. A plan and quote for early warning sirens was presented to the Board. Mr. Wainio indicated that he had been contact by the City of Virginia who is exploring a similar project. The consensus was to continue to work with the City of Virginia to possibly develop a joint project. In other business, Mr. Wainio reported that the Nordlund property located on Mesabi Avenue is being addressed. A residence on Highway 101 was discussed for possible blight or health issues, Sgt. Backman and Mr. Wainio will look into the matter.
- New Business. CERT information was presented and discussed. Skogman moved and Skalko supported that Law Enforcement, Fire, EMS and Administration work together to further research CERT and advice on possible implementation. Motion carried 3-0. A draft rental ordinance was presented, the consensus of the Board was to have a joint meeting with Planning and Zoning to review the ordinance. Ordinance Number 05-10

Public Health & Safety Minutes

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authorizing background checks was presented and review. Skogman moved and Skalko supported that the Ordinance Number 05-10 be recommended to the City Council for adoption. Motion carried 3-0.

Motion to adjourn the meeting at 8:00 made by Stanaway supported by Skalko. Motion carried 3-0.

Submitted by:

Craig J. Wainio
City Administrator



CITY OF MOUNTAIN IRON

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ORDINANCE NUMBER 05-10

RELATING TO CRIMINAL HISTORY BACKGROUND FOR APPLICANTS FOR CITY EMPLOYMENT AND CITY LICENSES

THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:

Section 1. That the Mountain Iron City Code shall be amended by adding a new Chapter 34, as follows:

CHAPTER 34 BACKGROUND CHECKS

SECTION 34.01 APPLICANTS FOR CITY EMPLOYMENT

Subd 1. **PURPOSE:** The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of employment background checks for the positions described in Section 34.01 Sub. 2.

Subd. 2. **CRIMINAL HISTORY EMPLOYMENT BACKGROUND INVESTIGATIONS:** The Saint Louis County Sheriff's Office is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on all regular part-time or full-time employees of the City of Mountain Iron and other positions that work with children or vulnerable adults within the city, unless the city's hiring authority concludes that a background investigation is not needed.

A. In conducting the criminal history background investigation in order to screen employment applicants, the Saint Louis County Sheriff's Office is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Saint Louis County Sheriff's Office under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Saint Louis County Sheriff's Office to the hiring authority, including the City Council, the City Administrator, or other city staff involved in the hiring process.

B. Before the investigation is undertaken, the applicant must authorize the Saint Louis County Sheriff's Office by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap. 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
3. The earliest date the applicant may reapply for employment.
4. That all competent evidence of rehabilitation will be considered upon reapplication.

SECTION 34.02 APPLICANTS FOR CITY LICENSES

Subd. 1. PURPOSE: The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of licensing background checks.

Subd. 2. CRIMINAL HISTORY LICENSE BACKGROUND INVESTIGATIONS: The Saint Louis County Sheriff's Office is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants for the licenses granted under Chapters 112, 113, 114 and 115 of the Mountain Iron City Code.

- A. In conducting the criminal history background investigation in order to screen license applicants, the Saint Louis County Sheriff's Office is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Saint Louis County Sheriff's Office under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Police Department to the licensing authority, including the City Council, the City Administrator, or other city staff involved the license approval process.
- B. Before the investigation is undertaken, the applicant must authorize the Saint Louis County Sheriff's Office by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap.

13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication.

Section 2. Repeal of Inconsistent Ordinance. All Ordinances inconsistent herewith are hereby repealed and replaced with the provisions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be effective according to State Statute.

DULY ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF OCTOBER, 2010.

Attested:

Mayor Gary Skalko

City Administrator



RISK MANAGEMENT INFORMATION
BACKGROUND CHECKS: THE ABCS OF BCA DATA

Background

City police departments generally have access to the state’s data base of criminal justice information maintained by the Bureau of Criminal Apprehension (BCA) for the purpose of carrying out law enforcement duties. However, access to the data base has proven useful for other city functions such as criminal history background checks on prospective city job applicants, liquor license applicants, and peddler license applicants.

Using the city’s police department to run these criminal history checks can save the city both money and time. However, it is important for the city to access the data appropriately and to understand what will – and will not – be provided in the way of criminal history information.

Statutory Restrictions

Public vs. Private Data. Criminal history data compiled by the BCA is generally classified as either private or public by Minnesota Statutes 13.87 as shown below:

BCA – Criminal History PRIVATE Data	BCA – Criminal History PUBLIC Data
Fingerprints	Conviction data – for 15 years after discharge of sentence
Photographs and identification data	Sentence information – for 15 years after discharge of sentence
Arrest data and prosecution data	Confinement information – for 15 years after discharge of sentence
Criminal court data	
Custody and supervision data	

Public Web Site Conviction Data. If a city wishes to access public information for an employment or license background check, it can do so by using the BCA’s free internet web site access. However, only conviction, sentence, and confinement information for 15 years after the discharge of the sentence will appear. No arrest data is available using the web site. The web site search tool requires an exact match of name and date of birth. If there are multiple cases of “John Smith” with the same date of birth, the web site tool will not be able to distinguish between them.

Cities that use this web site tool for employment background checks must notify the applicant for

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

employment that it intends to do the background check using the web site. (See Minn. Statutes 13.87, subd. 3.)

Police Department Access. Police departments can have access to the BCA criminal history data only to perform the duties that are required by law (Minn. 299C.46) and generally this means performing law enforcement duties. Since a city ordinance is a law, however, an ordinance can be used to allow the use of this data for non-criminal purposes such as employment background and license checks. As the agency responsible for maintaining the security of the criminal history data, the BCA has directed that each local ordinance should contain:

- A requirement that the police department conduct the criminal history check
- The specific category (e.g., job type) subject to the checks (for employment purposes, this can include employees, applicants for employment, volunteers and independent contractors; for licensing purposes, this can include owners of liquor establishments or applicants for peddler's licenses)
- A requirement that the data be maintained by the police department and only a summary of the criminal history record is provided to the hiring authority
- Language that complies with the Minnesota Government Data Practices Act
- A provision that requires notice to the applicant of the reason for denial if the denial is based on data obtained from the criminal history check

If the local ordinance does not contain the above requirements, the BCA may require the agency to discontinue access for the ordinance checks until an ordinance is adopted or updated to meet BCA audit requirements for access. LMC has a model ordinance for cities to adopt that complies with these requirements.

When local police departments access BCA data for employment or city licensing checks, the data they will receive includes Minnesota adult arrests less than one year old with no disposition, adult arrest information resulting in a conviction, and adult conviction and sentencing data for 15 years after discharge of the sentence. No juvenile arrest or adjudication data, adult arrest data older than one year with no disposition, or dismissal data will be returned for these checks.

The League recommends the city obtain an appropriate consent form from the applicant for employment prior to conducting the criminal history check.

Child Protection Workers. The Child Protection Background Check Act (Minn. Stat. 299C.61 & 62) allows employers to conduct special background checks of individuals who work with children in various settings (care, treatment, education, training, instruction, or recreation). Since many cities have recreational opportunities for children, this statute would apply to most of those workers and to any volunteers in those programs.

More Information

Download the LMC model ordinance for cities to adopt that complies with BCA requirements. *Ordinance Relating to Criminal History Background for Applicants for City Employment and City Licenses* is available in the Resource Library of the LMC web site at www.lmc.org.

Only background checks conducted in accordance with the Child Protection Act allow for the release of certain criminal data – juvenile adjudication data that cannot be obtained using the city’s police department. In order to obtain this type of criminal history data, the background check must be submitted to the BCA using a specific informed consent form. The fee for Child Protection Act background checks is \$15. Please note that Predatory Offender Registration (POR) data may also be included in the background check if the consent form specifically includes a consent for POR data.

The data a city will receive, if it uses the BCA to conduct a background check under the Child Protection Act, includes the following Minnesota information:

- Conviction data,
- Juvenile adjudication data for specific crimes listed in the Act,
- Arrests resulting in conviction, and
- Arrest data that has occurred in the past year with no disposition.

The city also can request a national background check by submitting fingerprints to the BCA along with a fee of \$24.25.

Firefighters. Background checks on firefighters are another special situation allowed under Minnesota Statutes 299F.035. Because Minnesota statute specifically permits background checks on firefighters, an ordinance is not needed to have the background checks done by the local agency. These background checks use a different code than “regular” employment background checks and will include the following Minnesota data:

- Adult arrests less than one year old with no disposition,
- Adult arrest information resulting in a conviction, and
- Adult conviction and sentencing data for 15 years after discharge of the sentence, and juvenile adjudication data.

In this case, a copy of the Minnesota criminal history record can be given by the local police department to the hiring authority (Clerk, Administrator, HR, etc.).

The statute also requires the Department of Public Safety to determine a process for the background checks in cooperation with the State Fire Marshall. The Fire Marshal’s plan requires background checks be done on all firefighters. It also requires a national background check for anyone who has been a resident of the state for less than five years and is optional for residents of the state longer than five years.

National checks can be obtained by submitting fingerprints to the BCA along with the fee of \$24.25 for paid firefighters and \$20.25 for volunteer firefighters.

LMC recommends that an appropriate informed consent form should be signed by the firefighter applicant when using the local police department to conduct the check. The State Fire Marshal’s plan requires that an informed consent form be used when using the BCA to conduct the firefighter background check.

Use of BCA for Background Checks. A city that does not wish to use its own police department for employment background or license checks may access the BCA for this purpose by paying an established fee (\$15.00). The city will need to understand which statute applies to the individual being checked in order to use the appropriate consent form and access the appropriate data through the BCA.

Using the BCA for background checks has some advantages over using the local police department, even when the city is not required to do so, including that the BCA has:

- Extensive experience with background checks, the relevant statutes, and the associated consent forms. They also have the ability to match up “suspense” records (dispositions that come from the court but are not matched with a given criminal history yet) to the appropriate individual’s record. In other words, if a suspense record exists that contains a conviction, the BCA will attempt to resolve the reason for the suspense so the court disposition can be moved to the individual’s criminal history before the record is released.
- Experience resolving situations where there may be a “questioned identity” – two individuals have the same name and the same date of birth.
- The ability to do additional checks – such as Predatory Offender Registration (POR) checks if the consent form specifically authorizes the release of the POR data – the local police department may not be able to perform.

Therefore, the city may receive better information with which to make hiring decisions by going through the BCA. However, the city will need to pay a fee of \$15, and may have to wait somewhat longer for background checks through the BCA than it would by using the city’s own police department, however more information will be obtained. It generally takes about a week for a background check to be completed.

Other Issues

Records maintenance. The BCA prohibits dissemination of records obtained from the system by the local law enforcement agency for ordinance checks (city employment or city licensing) outside the police department, therefore the information must be maintained by the local police department –not by any other city department.

The police department must establish an appropriate records management process for these records. The records should be locked and only police department employees with a business reason for handling the information should have access. In addition, the police department will need to consult with the city’s administrative staff (city administrator, clerk, or other records management staff) to decide how long the records will be maintained. Generally, records of persons not hired are kept for one year after the position is filled, records of persons on eligibility lists are kept for two years (or the length of eligibility if longer), and records of persons who are hired are kept for five years after termination of employment.

Conveying information. When a city uses the local police department to conduct background checks, the police department will be responsible for conveying the appropriate information to the city department that will determine whether to hire the applicant or not. The police department should provide a summary of the information from the criminal history check and assist the

decision-maker in understanding what the data means. Ideally, the hiring authority has determined in advance which types of crimes will be disqualifying and conveyed that to the police department before the background check is done. When questions arise, the police department and decision-making authority should discuss together whether any crimes or arrests are related to the job for which the individual is applying.

Out of State Criminal History. The BCA data base – whether accessed through the local police department or through the BCA – will not contain most criminal history that occurred in another state, even a neighboring state. If the city wishes to obtain that information, it should contact the neighboring state to find how to access their information. The city will receive national criminal history information on workers covered by the Child Protection Act and firefighters by submitting fingerprints and paying the required fees to the BCA.

Driver's License Checks. The League generally recommends checking the driving records of applicants for employment and current employees who will be driving for the city on a routine basis. These checks should be done to ensure the employee or applicant does not have a record of reckless or drunk driving, traffic violations, or a high number of accidents that could expose the city to liability if the employee is involved in a traffic accident.

Local police departments have access to Minnesota Driver and Vehicle Services (DVS) data on driving records for law enforcement purposes only. Therefore, access to DVS data through BCA systems for non-criminal justice employment or licensing is generally prohibited. The reason for this is that police departments have access to private data that is only authorized by Minnesota statute to be used for law enforcement purposes (for example, home addresses of persons who fear for their safety and have specifically asked to not have it released, medical data, or other private data).

The Driver and Vehicle Services Division is the best source for information on driving records of Minnesota residents. They do offer cities (and other organizations) the option of entering into a "business partner records access agreement." Cities can obtain driving records on-line (currently without charge) by signing this agreement. Contact information for the Driver and Vehicle Services is found at the end of this memo.

Using an Outside Service. There are several private companies that conduct criminal history checks as part of an overall background checking fee-based service. These companies likely have access only to public conviction data and the data may not be up to date. While these companies can save the city time and effort, the city will want to question the company about what data they will be receiving as part of the criminal history check and how often it is updated.

Contact Information & Other Resources

Driver & Vehicle Services

To obtain business partner records access agreement forms:

Tami Bartholomew

651-201-7630

<http://www.dps.state.mn.us/dvs/>

Bureau of Criminal Apprehension/Minnesota Justice Information Services

For information about background checks through local agencies:

Kris Rush

651-793-2602

Kris.Rush@state.mn.us

For information about background checks through the BCA:

Julie LeTourneau Lackner

651-793-2480

Julie.LetourneauLackner@state.mn.us

<http://www.bca.state.mn.us/CJIS/Documents/cjis-intro.html>

Public criminal history information:

<https://cch.state.mn.us>

Informed consent forms:

<http://www.bca.state.mn.us/Forms/Documents/cjis-infmdcon.pdf>

MN Public Access to Court records:

<http://www.mncourts.gov/default.aspx?page=1927>

Laura Kushner, March 2009



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RESOLUTION NUMBER 11-10

TRANSFERRING OWNERSHIP OF LANDS IN THE SW1/4 OF THE SW1/4 OF SECTION 15, T58N, R17W OF THE 4TH PRINCIPAL MERIDIAN, SAINT LOUIS COUNTY, MINNESOTA

WHEREAS, in 1996, the East Mesaba Sanitary Disposal Authority had entered into a "Landfill Cleanup Agreement between the East Mesaba Sanitary Disposal Authority, Saint Louis County and the Minnesota Pollution Control Agency (MPCA)"; and

WHEREAS, the Landfill Cleanup Agreement is a binding agreement that dictates that the ownership of the land that was used as a former East Mesaba Landfill will be transferred to the MPCA; and

WHEREAS, when the deed to transfer ownership of the property identified in the Landfill Cleanup Agreement was prepared in April of 1996, a portion of land in the SW1/4 of the SW1/4 of Section 15, T58N, R17W of the 4th Principal Meridian, Saint Louis County, Minnesota was inadvertently not included in the deed; and

WHEREAS, in May of 1996, the East Mesaba Sanitary Disposal Authority was disbanded and all monies were distributed to all entities involved in the East Mesaba Sanitary Disposal Authority on a per capita basis; and

WHEREAS, each entity that received monetary assets from the East Mesaba Sanitary Disposal Authority dissolution will have their governing body pass a similar Resolution to convey the land identified above to the MPCA as per the Binding Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that it does hereby agree to transfer ownership of land in the SW1/4 of the SW1/4 of Section 15, T58N, R17W of the 4th Principal Meridian, Saint Louis County, Minnesota owned by the former East Mesaba Sanitary Disposal Authority to the Minnesota Pollution Control Agency.

DULY ADOPTED BY THE CITY COUNCIL THIS 4th DAY OF OCTOBER, 2010.

ATTEST:

Mayor Gary Skalko

City Administrator

Craig J. Wainio

From: Britt See-Benes [seeb@virginiamn.us]
Sent: Friday, September 17, 2010 12:14 PM
To: 'Steve Kniefel'; Craig J. Wainio; 'Jackie M-Junek'; 'clerk@gilbertmn.org'
Cc: 'Newman, Tom (MPCA)'; Tom Butorac; Bill Hennis; 'speterson@mchsi.com'; John Tourville
Subject: FW: SE 1/4 of SW 1/4 Section 15
Attachments: east mesaba ba and deed.pdf; E Mesabi Landfill Dissolution.pdf

Good Afternoon All:

The City of Virginia has been contacted by the MPCA regarding the transfer of lands from the East Mesabi Landfill Authority (which is now a dissolved organization) to the MPCA as part of the Landfill Cleanup Agreement. I have attached for your review a copy of the agreement along with the deed that correlated with it. As you will notice, the deed does not list the portion of the land identified below by Mr. Newman.

I have also attached the E. Mesabi Landfill resolution to distribute the monies among the five Cities/Townships involved.

After a review of the file, it is the opinion of our City Attorney that to convey this land, as was the intent of the East Mesabi Landfill Binding Agreement with the State of MN, that the five entities involved need to pass a resolution allowing them to deed the land to the State.

Please review the attached files and discuss with your City Council and Board and your legal counsel. Mr. Newman would like to resolve this land transfer in a timely manner.

If you need more information or can provide more information, please feel free to contact Thomas Butorac, City of Virginia, butoract@virginiamn.us; William Hennis, City of Virginia hennisj@virginimn.us; or Tom Newman, MPCA Tom.Newman@state.mn.us.

Sincerely,

Britt See
Administrative Assistant/Network Technician
City of Virginia
Phone (218) 748-7500 Ext 563
Fax (218) 749-3580
www.virginiamn.us

From: Newman, Tom (MPCA)
Sent: Wednesday, August 18, 2010 7:22 AM
To: 'Bill Hennis'
Subject: RE: SE 1/4 of SW 1/4 Section 15

Attached you'll find the Binding Agreement between the MPCA, St. Louis County and east Mesaba Sanitary Disposal Authority. Also, I've attached the Warranty Deed identifying the property transferred to the MPCA.

If you need additional information please feel free to contact me.

Thanks

From: Bill Hennis [mailto:hennisb@virginiamn.us]
Sent: Tuesday, August 17, 2010 12:08 PM
To: Newman, Tom (MPCA)

Cc: Britt See-Benes
Subject: FW: SE 1/4 of SW 1/4 Section 15

Tom,

Here is a copy of the deed we have in our file.

Could you provide me some information on when the original transfer to the state occurred and any other pertinent information so I have some information for the City Council and for the resolution that will have to be passed by them.

Thanks

William J. Hennis, Lead Engineer
City of Virginia
327 1st Street South
Virginia MN 55792
PH (218) 748-7500
FAX (218) 749-3580
www.virginiamn.us

From: Newman, Tom (MPCA)
Sent: Tuesday, April 13, 2010 9:07 AM
To: 'seebritt@virginia.mn.us'
Subject: RE: East Mesaba Landfill

On February 12, 1996, the Minnesota Pollution Control Agency's Closed Landfill Program (CLP) completed execution of the "Landfill Cleanup Agreement Between the East Mesaba Sanitary Disposal Authority, St Louis County and the Commissioner of the Minnesota Pollution Control Agency Pursuant to Minn. Stat. §§ 115B.39 – 115B.46" (the "Agreement"). Pursuant to the Binding Agreement (see attached), the East Mesaba Sanitary Disposal Authority transferred ownership of the East Mesaba Landfill property (the "Landfill") to the CLP.

Recently, the CLP had the Landfill surveyed in preparation for construction work to be commenced at the Landfill in the summer of 2010. It was then discovered that the East Mesaba Sanitary Disposal Authority currently retains ownership of one forty acre parcel (see map). The CLP believes that the transfer of ownership of this parcel (the SW ¼ of the SW ¼ of Section 15, T58N, R17W, of the 4th Principal Meridian, St. Louis County, Minnesota) to the CLP was not completed when transfer of the other properties occurred.

The CLP believes that the forty acre parcel currently owned by the East Mesaba Sanitary Disposal Authority should be transferred to the State.

Please email or call me at (651) 757-2609 if you have questions or require additional information.



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

P.O. Box 960 • 225 1st Street North, Suite 2400 • Virginia, Minnesota 55792
218-749-4880 • FAX 218-749-8528

September 14, 2010

To the City Council
City of Mountain Iron
Attn: Craig Wainio, Administrator
8586 Enterprise Drive South
Mt. Iron, MN 55768-8260

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide City of Mountain Iron, Minnesota for the year ended December 31, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the remaining fund information, which collectively comprise the basic financial statements of City of Mountain Iron, Minnesota as of and for the year ended December 31, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Mountain Iron, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mountain Iron, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of funding progress for postemployment benefit plan.
3. Schedule of revenues, expenditures and changes in fund balances – budget to actual.

Supplementary information other than RSI also accompanies City of Mountain Iron, Minnesota's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Individual fund financial statements.
3. Schedule of sources and uses of public funds for tax increment financing districts.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with the preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. We will prepare the trial

balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the remaining fund information of the City of Mountain Iron, Minnesota and the respective changes in financial position and cash flow, where applicable, in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on December 31, 2010. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed on our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mountain Iron, Minnesota's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements.

However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 *Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of City of Mountain Iron, Minnesota's major programs. The purpose of those procedures will be to express an opinion on City of Mountain Iron, Minnesota's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Walker, Giroux & Hahne, Ltd. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a governmental agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Walker, Giroux & Hahne, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the

above-mentioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the governmental agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 31, 2010 and to issue our reports no later than June 30, 2011. William Paulson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,900 for the City's Governmental Funds and \$9,400 for the Enterprise Funds with an additional fee of \$2,500 for a required federal single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Mountain Iron, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original of this letter and return it to us. A copy is enclosed for your records.

Very truly yours,

WALKER, GIROUX & HAHNE, LTD.


William Paulson
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of City of Mountain Iron, Minnesota.

By: _____

Title: _____

Date: _____



Jelinek Metz McDonald, Ltd.

A CERTIFIED PUBLIC ACCOUNTING & FINANCIAL SERVICES FIRM

JOHN G. JELINEK, CPA, PFS

WILLIAM METZ, CPA

DOUGLAS M. McDONALD, CPA

JUDD NORDQUIST, CPA

System Review Report

October 29, 2009

To the Shareholders

Walker Giroux & Hahne, Ltd.

And the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Walker Giroux & Hahne, Ltd. (the Firm) in effect for the year ended June 30, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Walker Giroux & Hahne, Ltd. in effect for the year ended June 30, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Walker Giroux & Hahne, Ltd. has received a peer review rating of *pass*.



33 10TH AVENUE SOUTH SUITE 200 ± PO BOX 507 ± HOPKINS, MINNESOTA 55343-0507

952-935-6868 ± Website jmm-cpa.com ± FAX 952-935-7940

September 22, 2010

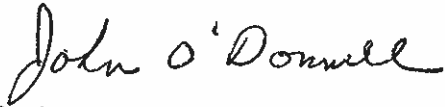
TO: Mr. Craig Wainio
FROM: *Ron Michael Ann Mortaloni*
Ron and Michael Ann Mortaloni
RE: Extension of Home Construction Deadline

Due to the fact that we have not been able to sell our home in Eau Claire, Wisconsin, we request a one year extension of the home construction deadline previously granted to us.

We are presently the owners of Lot 5 Block 2 in Unity Second Addition.

To the City of Mountain Iron,

The Sacred Heart Church of Mountain Iron (a non profit religious order) is requesting waiving of fees for the use of the Senior Center on Tuesday, November 16 for their Annual Turkey Bingo/Pie Social. Money raised from this event goes towards programs initiated for religious purposes. Thank you.

A handwritten signature in cursive script that reads "John O'Donnell".

Father John O'Donnell
Pastor