

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, OCTOBER 18, 2010 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the October 4, 2010, Regular Meeting (#1-10)
  - B. Receipts
  - C. Bills and Payroll
- III. Public Forum
  - A. Mr. John Klarich, MIB Superintendant
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Domestic Violence Awareness Month Proclamation (#11)
  - B. City Administrator's Report
  - C. Director of Public Work's Report
  - D. Sheriff's Department Report
  - E. City Attorney's Report
  - F. City Engineer's Report
    - 1. Pay Request Number 4 for Locomotive Park (#12-14)
  - G. Utility Advisory Board
    - 1. Utility Service Charges (#15-18)
    - 2. Meter Estimating Policy (#19-21)
  - H. Personnel Committee
    - 1. Lineman Position Recommendation (#22)
  - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Contract with Mesabi Humane Society (#23-27)
  - B. Approval of Plans and Authorize Bids for WWTP Improvements (#28-30)
  - C. Award Bids for Gravel Road Improvements (#31-32)
  - D. Request to Waive Fees (#33)
- VII. Announcements
- VIII. Adjourn

# Denotes page number in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
OCTOBER 4, 2010

Mayor Skalko called the City Council meeting to order at 6:32 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; Rod Flannigan, City Engineer; and Jerry D. Kujala, Zoning Administrator.

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

1. Approve the minutes of the September 20, 2010, regular meeting as submitted.
2. To acknowledge the receipts for the period September 16-30, 2010, totaling \$641,570.38, (a list is attached and made a part of these minutes).
3. To authorize the payments of the bills and payroll for the period September 16-30, 2010, totaling \$358,441.36, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

During the public forum, Jerry Kujala, Zoning Administrator, was present and spoke to the Council about the fence issue at 8371 Jasmine Street, building permit number 08-09, issued April 22, 2009. He said that the fence was constructed using the information submitted on the application certifying that it is correct. He said that the fence being constructed on City property was brought to his attention because two other residents in that area wanted to do the same thing. Stephen Skogman, representative from the Planning and Zoning Commission, recommended that the City work with Mr. Jones to have the fence moved to an appropriate location.

It was moved by Skalko and seconded by Zupancich to have the Director of Public Works and the City Administrator work with Mr. Steve Jones, 8371 Jasmine Street, on a fair and equitable solution for the relocation of his fence off of City property. The motion carried.

The Mayor updated the Council on the following:

- Community Center Tree Planting. He said that the Iron Range Resources (IRR) has a grant program for tree planting and the City took advantage of the program and he thanked Dan Jordan, Bruce Pitkanen, and Chris Schunk from the IRR for all of their assistance with the tree planting project. He also thanked Greg Lind for donating the trees that were planted. He said that about 12 trees were planted behind the Community Center and three trees were planted at the playground in South Grove.
- Mesabi Daily News. He pointed out the information that was in the Sunday, October 3, 2010 edition. He said that Minnesota Power offers a rebate for those that install solar panels in their homes. He said that more information can be obtained by calling Minnesota Power at 1-800-228-4966 or [www.manpower.com](http://www.manpower.com).
- Recognitions. Councilor Prebeg wanted to recognize Olga Cvar, 91, who recently passed away. He said that she represented the City well and was probably one of the oldest residents in the City. The Mayor also recognized Mrs. Cvar and mentioned that she was a Grand Marshall for the Merritt Days celebration.

- Recognitions. Councilor Prebeg wanted to recognize Charlie Hooker, who used to live on a farm on County Road 7 where Ann's Acres Addition is located. He said that Mr. Hooker served during the Civil War and was the second longest living survivor. He died in 1948 at the age of 110. He said that he served on Lincoln's Grand Army of the Republic, starting out as a drummer, 1861-1865. He also recognized Lyle Conaway who was a marine veteran who spoke to Councilor Prebeg about Charlie Hooker's history.
- Recognition. Councilor Stanaway wanted to announce Fire Prevention Week and recognize all the work of the Mountain Iron Volunteer Fire Department.

The City Administrator updated the Council on the following:

- Mountain Iron Fire Department Auxiliary. They would be holding a fundraiser at the Dairy Queen on Thursday, October 7, 2010, from 4 p.m. until 7 p.m. and would receive 25% of the sales during that period of time.
- General Election. He announced that absentee ballots were now available at the Mountain Iron City Hall.

Councilor Roskoski requested that the City Administrator expand on the agenda items titles when the agendas are posted on public television. The Mayor said that this would be up to the Administrator to determine if it was necessary.

It was moved by Skalko and seconded by Prebeg to accept the recommendation of the Park and Recreation Board and purchase the monumental signs for Locomotive Park with the seven recommended changes, and submit the information to the printer. The motion carried on the following roll call vote: Zupancich, yes; Stanaway, yes; Roskoski, no; Prebeg, yes; and Skalko, yes.

The Director of Public Works advised the Council that the Locomotive Park Project was almost complete, there were still some cement blocks to install and, the printing and installation of the monumental signs still need to be completed.

It was moved by Zupancich and seconded by Prebeg to authorize payment request number four for the Mountain Iron Baseball Fields Reconstruction Project to Mesabi Bituminous in the amount of \$1,191.20. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Stanaway to authorize payment request number three for the Energy Park Phase 2 Utility Extension and Mass Grading Project to Ulland Brothers in the amount of \$42,873.50. The motion carried unanimously on a roll call vote.

It was moved by Roskoski and seconded by Skalko to authorize the continuation of employment on the Mountain Iron Fire Department for the following members: Keith Nyman, Matthew Mattson, Donovan Strong, Tabitha L'Allier, Aaron Buller, Tiffany Wolfe, Brooke Marden, and William Copeland. The motion carried.

The following members spoke during the liaison reports:

- Street Committee. Councilor Roskoski said that at the Street Committee meeting the following issues were discussed: clarification of calendar parking dates; traffic patterns along Unity Drive from County Road 7 to Mountain Iron Drive; and review of ordinances and signage by City Staff.

It was moved by Stanaway and seconded by Zupancich to adopt Ordinance 05-10, relating to criminal history background for applicants for City employment and City licenses, (a copy is attached and made a part of these minutes). Roskoski amended the motion to have the City Attorney review prior to final approval. The **amendment failed** for lack of support. The motion carried with Roskoski voting no.

It was moved by Zupancich and seconded by Stanaway to adopt Resolution Number 11-10, transferring ownership of lands in the Southwest Quarter of the Southwest Quarter of Section 15, Township 58 North, Range 18 West of the 4<sup>th</sup> principal meridian, Saint Louis County, Minnesota, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Roskoski and seconded by Zupancich to accept the recommendation of City Staff and hire Walker, Giroux, and Hahne, Ltd., to conduct the necessary audits for the City for the year ending December 31, 2010, not to exceed \$31,800.00. The motion carried.

It was moved by Skalko and seconded by Prebeg to authorize a one year extension for the home construction deadline for Lot 5, Block 2, Unity Second Addition for Ron and Michael Ann Mortaloni. The motion carried.

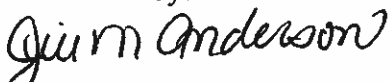
It was moved by Zupancich and seconded by Prebeg to waive the building rental fees for the Sacred Heart Church of Mountain Iron for the rental of the Mountain Iron Senior Center on November 16, 2010. The motion carried.

Councilor Stanaway presented the library statistics for the month of September, 2010. He also said that there would be a meeting of the Friends of the Mountain Iron Library and it would be announced shortly and he invited the public to attend the meeting.

Councilor Prebeg submitted a picture of Charlie Hooker for the public access television personnel.

At 7:30 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Anderson, CMC  
Municipal Services Secretary

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	176,729.72
MISCELLANEOUS	FAX CHARGES	1.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	14.20
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	71.68
LICENSES	ANIMAL	20.00
INTERGOVERNMENTAL REVENUE	TACONITE MUNICIPAL AID	325,252.00
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
CD INTEREST	CD INTEREST 101	280.50
CD INTEREST	CD INTEREST 378	841.56
CD INTEREST	CD INTEREST 603	280.50
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	500.00
PERMITS	BUILDING	489.86
METER DEPOSITS	ELECTRIC	1,250.00
LEASES	LEASES	40.00
METER DEPOSITS	WATER	80.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	34,370.83
MISCELLANEOUS	REIMBURSEMENTS	293.00
PERMITS	SPECIAL EVENTS	25.00
FINES	PARKING VIOLATIONS	15.00
FINES	CRIMINAL	499.64
INTERGOVERNMENTAL REVENUE	STATE OF MN-BALLFIELD UPGRADE	100,000.00
BUILDING RENTALS	COMMUNITY CENTER	50.00
CD INTEREST	CD INTEREST 301	445.89
Summary Totals:		<u>641,570.38</u>

## Report Criteria:

Check.Check No = 140017, 140088-140142

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/10	10/07/2010	140017	230006	VOID - WEVE/WTEL	101-20200	280.00 -M
09/10	09/30/2010	140088	130011	MOUNTAIN IRON POSTMASTER	604-20200	465.32
10/10	10/05/2010	140089	10011	ABM EQUIPMENT & SUPPLY INC	604-20200	515.03
10/10	10/05/2010	140090	10019	ARMORY SHELL	101-20200	278.07
10/10	10/05/2010	140091	5007	ASSURANT EMPLOYEE BENEFITS	604-20200	710.80
10/10	10/05/2010	140092	20055	BARNES & NOBLE BOOKSELLERS	101-20200	673.98
10/10	10/05/2010	140093	20022	BENCHMARK ENGINEERING INC	301-20200	44,043.74
10/10	10/05/2010	140094	30017	CARQUEST (MOUNTAIN IRON)	602-20200	157.54
10/10	10/05/2010	140095	220003	CITY OF VIRGINIA	101-20200	257.60
10/10	10/05/2010	140096	40015	DULUTH NEWS TRIBUNE	101-20200	200.00
10/10	10/05/2010	140097	500012	ERA LABORATORIES INC	601-20200	540.15
10/10	10/05/2010	140098	60029	FERGUSON ENTERPRISES INC	101-20200	17.60
10/10	10/05/2010	140099	60003	FIVE SEASONS SPORTS CENTER	301-20200	7.35
10/10	10/05/2010	140100	60012	FLOOR TO CEILING STORE	101-20200	50.86
10/10	10/05/2010	140101	70035	G & K SERVICES	101-20200	53.10
10/10	10/05/2010	140102	70004	GRANDE ACE HARDWARE	604-20200	32.01
10/10	10/05/2010	140103	80022	HAWKINS INC	601-20200	1,060.64
10/10	10/05/2010	140104	80017	HENRY'S WATERWORKS INC	601-20200	113.91
10/10	10/05/2010	140105	90003	INTERSTATE POWER SYSTEMS	602-20200	99.40
10/10	10/05/2010	140106	1166	ISD #2142	101-20200	200.00
10/10	10/05/2010	140107	90005	ITALIAN BAKERY INC	101-20200	21.95
10/10	10/05/2010	140108	120002	LAWSON PRODUCTS INC	101-20200	438.67
10/10	10/05/2010	140109	120003	LEAGUE OF MINNESOTA CITIES	101-20200	200.00
10/10	10/05/2010	140110	120012	LIBRARY STORE	101-20200	70.18
10/10	10/05/2010	140111	130041	MESABI BITUMINOUS	301-20200	1,991.20
10/10	10/05/2010	140112	130026	MESABI SIGN COMPANY	101-20200	129.53
10/10	10/05/2010	140113	130133	MIDWEST PLAYSCAPES INC	101-20200	2,229.68
10/10	10/05/2010	140114	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,496.23
10/10	10/05/2010	140115	130097	MINNESOTA VALLEY TESTING LABS	602-20200	174.00
10/10	10/05/2010	140116	120007	MOTION INDUSTRIES INC	101-20200	203.89
10/10	10/05/2010	140117	140066	NIMCO INCORPORATED	101-20200	1,054.00
10/10	10/05/2010	140118	140042	NORTHERN DOOR & HARDWARE INC	101-20200	2,538.28
10/10	10/05/2010	140119	150019	OK! MAGAZINE	101-20200	34.84
10/10	10/05/2010	140120	160037	PRAXAIR	101-20200	8.44
10/10	10/05/2010	140121	170007	QUILL CORPORATION	101-20200	612.84
10/10	10/05/2010	140122	170001	QWEST	101-20200	108.89
10/10	10/05/2010	140123	180004	RANGE COOPERATIVES	101-20200	38.48
10/10	10/05/2010	140124	180005	ROAD MACHINERY AND SUPPLY	604-20200	83.27
10/10	10/05/2010	140125	180049	ROYAL TIRE INC	101-20200	1,694.19
10/10	10/05/2010	140126	180031	RRHS UCMC MESABA CLINICS	101-20200	177.00
10/10	10/05/2010	140127	190088	SATRANG, TIM	602-20200	323.35
10/10	10/05/2010	140128	190045	SERVICE SOLUTIONS	101-20200	22.34
10/10	10/05/2010	140129	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	37,500.00
10/10	10/05/2010	140130	1167	STEPHANIE MORRISSETTE WALLS	101-20200	200.00
10/10	10/05/2010	140131	200003	TACONITE TIRE SERVICE	101-20200	133.64
10/10	10/05/2010	140132	200020	THE TRENTI LAW FIRM	101-20200	471.05
10/10	10/05/2010	140133	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	6,206.00
10/10	10/05/2010	140134	210010	ULLAND BROTHERS INC	301-20200	42,873.50
10/10	10/05/2010	140135	210009	USA BLUE BOOK	602-20200	184.29
10/10	10/05/2010	140136	220025	VERIZON WIRELESS	602-20200	26.00
10/10	10/05/2010	140137	220014	VIKING INDUSTRIAL NORTH	101-20200	1,214.75
10/10	10/05/2010	140138	230005	WESCO DISTRIBUTION INC	604-20200	1,418.02
10/10	10/05/2010	140139	230006	WEVE/WTEL	101-20200	369.20
10/10	10/05/2010	140140	260005	ZEP MANUFACTURING COMPANY	101-20200	186.74

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/10	10/05/2010	140141	260001	ZIEGLER INC	101-20200	224.59
10/10	10/06/2010	140142	170011	QUEEN CITY FEDERAL	301-20200	125,000.00
Totals:						<u>278,856.13</u>
Payroll-PP Ending 10/01/10						<u>79,585.23</u>
TOTAL EXPENDITURES						<u><u>\$358,441.36</u></u>



# 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

## 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:

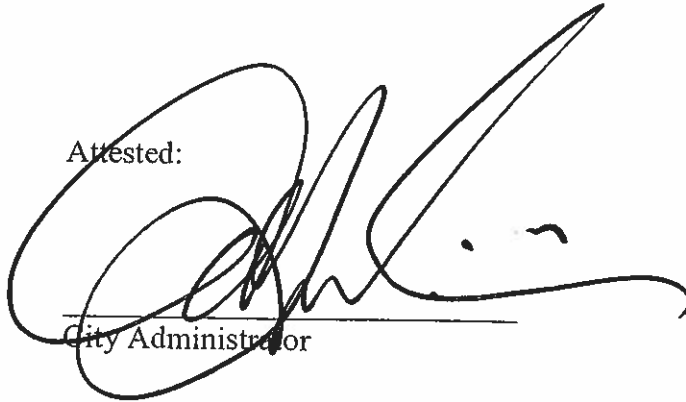
1. The grounds and reasons for the denial.
2. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication.

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

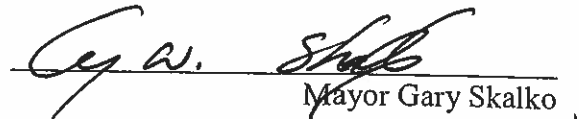
**Section 3. Effective Date.** This Ordinance shall be effective according to State Statute.

**DULY ADOPTED BY THE CITY COUNCIL THIS 4<sup>th</sup> DAY OF OCTOBER, 2010.**

Attested:



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



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



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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 4<sup>TH</sup> 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

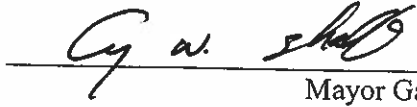
**WHEREAS**, each entity that received monetary assets from the East Mesaba Sanitary Disposal Authority dissolution will have their governing body pass a similar Resolution to convey the land identified above to the MPCA as per the Binding Agreement.

**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 4<sup>th</sup> DAY OF OCTOBER, 2010.**

ATTEST:

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

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



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## CITY OF MOUNTAIN IRON

### DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

**WHEREAS:** The family is the foundation of a safe and healthy community. It is a goal of this administration for our communities to be safe; and

**WHEREAS:** The problem of domestic violence affects all citizens of Minnesota crossing all racial, social, religious, ethnic, geographic, and economic groups; and

**WHEREAS:** It is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home; and

**WHEREAS:** The crime of domestic violence violates an individual's privacy, dignity, security and humanity; and

**WHEREAS:** The impact of domestic violence is wide ranging, affecting society as a whole.

**NOW, THEREFORE** In recognition of the impact that domestic violence has on the health and well being of our community, I Gary Skalko Mayor of Mountain Iron, Minnesota do hereby proclaim October 2010 as Domestic Violence Awareness Month. Further, I reaffirm the commitment of the State of Minnesota to reducing violence in our homes, as well as on our streets. I urge all citizens to participate in the activities planned by Range Women's Advocates and community organizations during this month. Citizens should also take this opportunity to educate themselves about the impact of domestic violence in Minnesota and to become familiar with resources and programs available. This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate violence from our community.

---

Mayor Gary Skalko



# 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

October 13, 2010

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

Re: City of Mountain Iron, MN  
Locomotive Park Landscape  
Project No. MI10-05

Dear Mr. Wainio;

Enclosed please find Pay Request No. 4 for the Locomotive Park Landscape Improvements project in the amount of **\$49,428.00**, for approval at your next scheduled City Council meeting. This amount includes withholding retainage on work completed to date.

Please refer to the enclosed payment application 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. Falstrom, P.E.

Enclosure

Pc: Mr. Cory Winger, C&C Winger, Inc.

# PAYMENT APPLICATION

APPLICATION NO: 4  
FOR PERIOD ENDING: Oct 3, 2010

PROJECT: LOCOMOTIVE PARK LANDSCAPE  
NO:  
OWNERS PROJECT NO:  
WORK CATEGORY:  
CATEGORY NO:

FROM: C & C WINGER, INC  
6872 HWY 135 N  
EMBARRASS, MN 56732

PREPARED BY: JENNIE JOHNSON  
PHONE: 218 984-2078

TO: CITY OF MOUNTAIN IRON  
8586 ENTERPRISE DRIVE SOUTH  
MOUNTAIN IRON, MN 55768

ATTN: DONALD KLEINSCHMIDT

CONTRACT SUMMARY		CHANGE ORDER SUMMARY										
CONTRACT AMOUNT	141,808	100% Done										
CHANGES	4,462											
TOTAL	146,068											
COMPLETED TO DATE	141,568	0	500	1K	2K	2K	3K	3K	4K	4K	5K	5K
RETAINAGE TO DATE	14,157											
COMPLETED LESS RETAINAGE	127,411											
PREVIOUS APPLICATION	77,982											
CURRENT PAYMENT DUE	49,428											
BALANCE TO FINISH INCLUDING RETAINAGE	18,657											

APPROVED CHANGES	QTY	ADDITIONS AMOUNT	DELETIONS AMOUNT	NET AMOUNT
PREV. APP. PERIODS	4	4,462	-	4,462
THIS APP. PERIODS	-	-	-	-
TOTAL:	4	4,462	-	4,462



## CONTRACTOR'S CERTIFICATION

I hereby certify that the work for which this application is being submitted has been performed or is scheduled to be performed on or before the period ending Date. I further certify that this work is in accordance with contract documents.

JENNIE JOHNSON  
Signature: *Jennie Johnson*  
Date: 10/7/10

## ARCHITECT'S CERTIFICATION

I hereby confirm that to the best of my knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount of (check one):

This App: 49,428     Other: \_\_\_\_\_ (Explain in Notes)  
Signature: *Jennie Johnson*  
Date: 10/13/10  
*Bendmoor Engineering, Inc.*

# PAYMENT APPLICATION DETAIL

APPLICATION NO: 4  
FOR PERIOD ENDING: Oct 3, 2010

FROM: C & C WINGER, INC  
WORK:  
PROJECT: LOCOMOTIVE PARK LANDSCAPE  
No.:

WORK CATEGORY	Item No.	Description	Scheduled Value	Prev. App. Value	COMPLETED WORK		Total Value	Total %	BALANCE TO FINISH	Value (10.9%)	COMMENTS
					This App. Value	%					
<b>▶ BASE CONTRACT SECTION</b>											
	1	REMOVALS	8,960	8,810	150	2%	8,960	100%	-	896	
	2	CONCRETE, HANDRAILS, FLAGPOLE, FOOTINGS	17,700	11,567	3,833	22%	15,400	87%	2,300	1,540	
	3	LANDSCAPING, SOD, TOPSOIL	9,300	-	9,300	100%	9,300	100%	-	930	
	4	BLOCK WALLS & BRICK PAVERS	37,492	11,255	26,238	70%	37,492	100%	-	3,749	
	5	LIGHTING & ELECTRIC	24,200	6,600	15,400	64%	22,000	91%	2,200	2,200	
	6	SHELTERS	13,000	13,000	-	0%	13,000	100%	-	1,300	
<b>▶ EXTRA WORK SECTION 1</b>											
	1	CONCRETE REMOVAL	2,940	2,940	-	0%	2,940	100%	-	284	
	1	SHOVEL PAD	888	888	-	0%	888	100%	-	89	
	1	CLASS 5	640	640	-	0%	640	100%	-	64	
	4	EXTRA ADHENSIVE PER DESIGN CHANGE	194	194	-	0%	194	100%	-	19	
<b>▶ MATERIAL ON HAND</b>											
	4	BLOCK AND PAVERS	30,954	30,954	-	0%	30,954	100%	-	3,085	
<b>Total Base Contract Work:</b>			<b>141,608</b>	<b>82,186</b>	<b>54,921</b>	<b>38%</b>	<b>137,106</b>	<b>97%</b>	<b>4,500</b>	<b>13,711</b>	
<b>Total Extra Work</b>			<b>4,462</b>	<b>4,462</b>	<b>-</b>	<b>0%</b>	<b>4,462</b>	<b>100%</b>	<b>-</b>	<b>446</b>	
<b>GRAND TOTAL:</b>			<b>146,068</b>	<b>86,647</b>	<b>54,921</b>	<b>38%</b>	<b>141,568</b>	<b>97%</b>	<b>4,500</b>	<b>14,157</b>	

Contracting Project 10 for Oct. Sanitized for 10/11/10 www.paynet.com

**COUNCIL LETTER 101810-IVG1**

**UTILITY ADVISORY BOARD**

**UTILITY SERVICE CHARGE**

**DATE:** October 14, 2010  
**FROM:** Utility Advisory Board  
Don Kleinschmidt  
Director of Public Works

---

The Utility Advisory Board is recommending to the City Council to approve the Utility Service Charge fees as presented.



CITY OF MOUNTAIN IRON  
PUBLIC UTILITIES

FEEES FOR UTILITY SERVICES

**General:**

Permit for Street Cut or Curb Cut	\$25.00
City performed Street Cut or Curb Cut	Actual cost of labor & materials
Permit for ISTS (Septic Tank)	\$300.00
Permit for Privy	\$ 50.00

Equipment Rentals:

*(Operated by Certified City Personnel only)*

Small Trencher w/operator	\$ 75.00/hour + labor
Trencher w/operator	\$100.00/hour + labor
Bucket Truck w/operator	\$100.00/hour + labor
Auger Truck w/operator	\$100.00/hour + labor
Dump Truck w/operator	\$100.00/hour + labor
Backhoe w/operator	\$100.00/hour + labor
Grader w/operator	\$125.00/hour + labor
Sweeper w/operator	\$100.00/hour + labor
Loader w/operator	\$100.00/hour + labor
Bobcat w/operator	\$ 75.00/hour + labor
Roller w/operator	\$ 75.00/hour + labor
Tractor/mower w/operator	\$100.00/hour + labor
Air Compressor	\$ 75.00/hour + labor

Equipment costs charged to customers are according to the latest prices charged to the City.

**Meter Deposits for Rental Customers:**

Electric	\$150.00
Electric (all-electric heat)	\$350.00
Electric (ParkVilla Apts. per agreement)	\$150.00
Water	\$ 40.00

**Water Utility:**

Water Tap-In Fee	Actual cost of materials and labor <i>or</i> \$125.00, whichever is greater
------------------	--------------------------------------------------------------------------------

The City provides a water meter and meter horn for residential service. The property owner is responsible for the line from the property side of the curb stop to the structure.

The City does not provide the meter or meter horn for commercial service. The business owner must provide their own.

Water Connection Fee	\$ 35.00 during normal hours \$140.00 after normal hours
----------------------	-------------------------------------------------------------

(Property owner or representative must be present when done.)

Water Disconnection Fee \$ 35.00 during normal hours  
\$150.00 after normal hours

(Property owner or representative must be present when done.)

Water must be turned off by the City in order for the service charge to be stopped.

Water Meter Test \$ 50.00

(If the customer requests a meter test, there is no charge if the meter tested high. Charges apply if the meter is found to be correct or registering slow.)

**Wastewater Utility:**

Fee for Sewer Tap-In Inspection \$ 50.00 (residential)

All sewer taps have to be approved by utility personnel before they are buried or covered. The property owner is responsible for the installation and maintenance of the sewer service line from the sewer main to the house, including the tap to the house.

The City does not install private sewer lines.

Fee for Sewer Disconnect Inspection \$35.00

Water must be turned off by the City in order for the wastewater service charge to be stopped. No temporary suspension of sewer charges unless water is turned off by the City.

**Electric Utility:**

New Electrical Service Installation Fee The actual cost of installation, for Labor and materials, *less* \$200.00  
(a new 200 amp service must have a by-pass meter base) For single phase services and actual Cost *less* \$500.00 for three phase installations.

Unity Addition Electric Connection Fee \$300.00  
Unity II Addition Electric Connection Fee actual cost of materials & labor  
+ pro-rated cost of transformer  
South Forest Grove Electric Connection Fee actual cost of materials & labor  
+ pro-rated cost of transformer

Electric Connection Fee \$ 35.00 during normal hours  
\$140.00 after normal hours

Electric Disconnection Fee \$ 35.00 during normal hours  
\$140.00 after normal hours

Electric Meter Testing actual cost of test performed

(If the customer requests a meter test, there is no charge if the meter tested high. Charges apply if the meter is found to be correct or registering slow.)

Electrical Affidavit forms are available online or at City Hall for no fee.

**Refuse/Recycling Utility:**

Large trash pickup \$ 10.00 per household during large trash pickup

Extra garbage pickups are charged according to the rate established for the size can dumped.

90 gallon can is \$15.00

60 gallon can is \$10.00

30 gallon can is \$5.00

300 gallon can is \$20.00.

Residential customers requesting a 300 gallon can to assist them in cleaning out a home are charged according to the number of pickups made for the can. There will be a one month maximum on availability of the can.

Delivery and return charge \$50.00

Charge per container dump \$15.00

It is the responsibility of the customer to call for delivery of and emptying of the canister.

Residential customers who wish to change the size of their refuse canister will be allowed one exchange without any additional charge. Customers requesting exchanges, in excess of one time, will be charged an exchange fee of \$25.00 per exchange.

Refuse customers wishing to temporarily suspend their service must pay a \$25.00 pickup fee to have their can removed and a \$25.00 return fee to have their can returned, or normal pickup charges will continue to be charged. The can must be removed in order for pickup charges to be suspended.

There is no charge to deliver a can to new customers or to pick up a can from customers in the process of selling their property.

**COUNCIL LETTER 101810-IVG2**  
**UTILITY ADVISORY BOARD**  
**ESTIMATING METER READINGS**

**DATE:** October 14, 2010  
**FROM:** Utility Advisory Board  
Don Kleinschmidt  
Director of Public Works

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The Utility Advisory Board is recommending to the City Council to approve the Meter Estimating Policy as presented.

CURRENT METHOD OF ESTIMATING METER READINGS  
9/30/10

City employees attempt to read electric and water meters at each residence or business during the last few days of each month. If the customer is not answering the door, the employee leaves a meter reading card on the premises. Customers call, email, mail in or drop off the readings in person. If the readings are not received by the 9<sup>th</sup> or 10<sup>th</sup> of the month, the usage is estimated for that month. Estimates are generally the usage for the month during the previous year. If the premises were unoccupied during the previous year the estimate is based on the current occupant's average use. If the previous year's usage was a credit, an average use over 12 months is used. The billing statements indicate when an estimate has been used by an ME next to the usage.

## POLICY ON ESTIMATING METER READINGS

10/5/10

1. Metered customers are to be notified when their electric or water usage has been estimated for one month that an actual reading must be received in time for the bills to be calculated for the next consecutive month or a penalty charge will be assessed on their next statement.
2. A penalty charge of \$25.00 for estimating electric or water use for two months in a row will be billed each month that the usage is estimated.
3. If customers are away for an extended period of time, the penalty for estimating will be waived upon notification that they will be gone and a reading will be obtained as soon as they return.
4. Notification of this policy will be sent to all metered customers before the effective date of the policy on January 1, 2011.

**COUNCIL LETTER 101810-IVH1**

**PERSONNEL COMMITTEE**

**LINEMAN POSITION**

**DATE:** October 14, 2010

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

---

The Personnel Committee will be conducting interviews for the open lineman's position on Monday, October 18<sup>th</sup> and will have a recommendation for the City Council at this meeting.

October, 2010

City of Mt. Iron  
c/o Craig Wainio  
8586 Enterprise Drive South  
Mt. Iron, MN 55768

Dear Mr. Wainio,

On behalf of the Mesabi Humane Society Board of Directors, I am pleased to present you with your new *Animal Control Services contract*. The service amount is inserted on page two on the attached contract.

Please note that service contracts contain several language items that I would like to highlight. They include:

1. This is a two year contract. The annual fee for the first year of the contract will be the same for the second year.
2. All of our service contracts have been updated to include insurance liability coverage in the amount of \$2 million.
3. We now have "after hours" emergency animal control services for the communities we serve. This service is available 24 hours a day, seven days a week. When in need of emergency services, please have your police officers contact John Ellegard at 218-780-5382. Please note that an emergency is defined as a situation involving a dog or cat who threatens the safety of the general public.

For non-emergency situations, law enforcement officers should contact the shelter Monday through Friday from 8:30 a.m. - 5:00 p.m.

4. There has been a clause in your contract for a number of years which addresses shelter capacity. Our shelter is capable of housing a maximum of 100 animals. When we reach this number, the Society reserves the right to refuse incoming animals until space is available. Obviously, this does not often happen. When it does, we rely on the patience of our contracted areas until animal numbers can be reduced via means that does not include euthanasia.

Contracts with Municipalities are very important to us. They determine our annual budget and this predicates the type of services we are capable of providing. We trust that you will determine our animal control services to be both viable and affordable for your community.

If interested in renewing your contract, please sign and return one of the attached copies to the Mesabi Humane Society by December 1, 2010.

We remain available to address any questions you may have regarding this matter.

Sincerely,



Claire Bell, MHS Board Chair

Attachment



## **CONTRACT FOR SERVICE**

This contract, made and entered into this 1<sup>st</sup> day of January, 2011 by and between the Mesabi Humane Society, Range Animal Shelter, 2305 Southern Drive, Virginia, MN 55792, referred to as the Mesabi Humane Society, and Mt. Iron hereinafter referred to as the Municipality.

### **I. RECITALS**

WHEREAS, this contract will use the term "animals" to mean domesticated dogs and cats. All other animals are not covered or considered within this document, nor handled by the Mesabi Humane Society.

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

WHEREAS, the Mesabi Humane Society has a facility and is qualified and licensed to provide such care, shelter and animal control services.

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

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

### **II. TERMS**

The term of this contract shall be from January 1, 2011 through December 31, 2012 to be reviewed for revisions by both parties every two years in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

### **III. BASIC SERVICES**

The Mesabi Humane Society agrees to:

01. shelter and care for animals detained or taken possession of in the city limits of the Municipality. These will be animals captured and contained by the Humane Society Animal Control Officer (ACO).
02. shelter and care for stray/free roaming animals that are delivered to the shelter by residents, Municipality officials and employees of the Municipality on a volunteer basis. If the Mesabi Humane Society reaches operating capacity as allowed by law, the Society reserves the right to refuse incoming animals until space is available.
03. retrieve and transport animals from the Municipality to the shelter during business hours. This shall be done upon request of the appropriate Municipality and citizens within the Municipalities residential limits.
04. routinely patrol the Municipality in the Animal Control Officer's identified vehicle during the week to check for, and pick up free-roaming animals within the city limits of the Municipality. The Animal Control Officer will work with the Municipalities Police Department and officials to help uphold all Municipality ordinances governing animals within their limits.
05. provide animal examinations and veterinary care at a licensed facility whenever staff deems it necessary.
06. board animals a maximum of seven (7) days at the shelter. This allows owners adequate time to claim their pet. After the seventh day, the Society acquires legal custody of the each animal and the decision regarding disposition.

07. euthanize and dispose of animals based upon age, health and behavioral issues. The automatic euthanasia of animals will not occur in order to make additional space available for more animals.
08. spay and neuter all animals, with limited exception, prior to adoption. Limited exceptions include overcrowding at the shelter and age, size, and/or temperament of animals. In the event of exceptions, the Mesabi Humane Society will offer patrons a \$25 rebate when they independently seek to spay or neuter their newly adopted pet at a veterinary clinic of their choice.
09. maintain accurate records of all transactions concerning animals from the Municipality and/or its residents.
10. respond to all animal concerns and situations that arise in the Municipality in a timely manner. Responses will be made during business hours Monday through Friday from 8:30 a.m. to 5:00 p.m.
11. respond to all emergency animal concerns (defined as life threatening risk to public safety) after normal business hours Sunday through Saturday. In emergency situations, the 'on call' Animal Control Officer will be contacted directly by cell phone. He/she will retain the right to deem whether or not the case shall be determined an emergency.

#### **IV. RESPONSIBILITIES OF THE MUNICIPALITY**

01. The Municipality and Mesabi Humane Society shall work cooperatively to uphold quarantine guidelines.
02. The Municipality is responsible for calling the Mesabi Humane Society when animals need to be retrieved during normal business hours as defined in Section 3, item 10.
03. The Municipality is responsible for contacting the Mesabi Humane Society's 'on call' animal control officer in emergency situations as defined in Section 3, item 11. The Municipality agrees to enable the 'on call' Animal Control Officer the right to determine whether or not each case shall be determined to be an emergency.
04. Municipality appointed personnel may place an animal in an outdoor kennel at the Shelter after business hours. This person shall contact the Society's Animal Control Officer with pertinent information regarding each animal placed in an outdoor kennel.
05. If an emergency veterinary situation arises before or after normal business hours, the Municipality agrees to pay for the emergency part of the veterinary billing and the Mesabi Humane Society will pay for any other costs related to the well-being and care of the animal. Appropriate care will be determined by the veterinarian and Mesabi Humane Society staff.

#### **V. COMPENSATION**

Contract amount is \$18,960 each year or twenty four payments of \$1,580 for animal control services beginning January 01, 2011 and concluding December 31, 2012. Payments are due by the first of each month for the ensuing period of service. (i.e. January, 2011 services are to be paid on January 01, 2011). A 10% fee will be charged for each late payment. Payments are considered late after the tenth day of the month. The Mesabi Humane Society reserves the right to discontinue services if the Municipality is consistently late with their payments.

#### **VI. COMPLIANCE WITH LAWS**

Providing all services pursuant to this contract, the Mesabi Humane Society shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted by the Municipality. It will be the sole responsibility of the

Municipality to provide the Mesabi Humane Society copies of its ordinances and rules and apprise the Society of any and all changes thereafter this date.

**VII. INSURANCE**

The Mesabi Humane Society shall purchase and maintain in full force throughout the term of this contract the following insurance coverage:

- A. WORKERS COMPENSATION: Coverage at statutory limits, as provided by the State of Minnesota
- B. GENERAL LIABILITY: Coverage shall have minimum limits to \$2,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property damage Liability.

**VIII. EARLY TERMINATION OF CONTRACT**

Either party, upon thirty (30) days written notice, delivered by certified mail or in person, to the other party may terminate this contract.

**IX. MODIFICATIONS**

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

**X. RELEASE OF LIABILITY**

The Municipality, including the officials and residents, agree to hold harmless the Mesabi Humane Society in the case of any injuries or deaths relating to, or regarding: the capture and containment of any stray or free-roaming animals. The Municipality also agrees to refrain from any legal action against the Mesabi Humane Society in the case of any harm or damage caused by stray or free-roaming domesticated animals.

**XI. ENTIRE AGREEMENT**

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

**MESABI HUMANE SOCIETY**

**MUNICIPALITY**

BY: *Clayton Bell*  
TITLE: *Board Chair*  
DATE: *09/23/10*

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MESABI HUMANE SOCIETY YTD ANIMAL CONTROL REPORT

ANIMAL CONTROL RESPONSES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Call In Responses	12	33	28	30	15	23	27	13	20	201
Emergencies	0	0	0	0	0	0	0	0	0	0
Rescued Dogs	13	21	14	15	23	25	18	13	23	165
Rescued Cats	11	17	23	40	50	35	30	35	50	291
Live Trap Dogs	0	0	0	0	0	0	0	0	0	0
Live Trap Cats	1	3	1	4	2	0	2	0	0	13
<b>ANIMAL ACTIVITY (DOGS)</b>										
Owner Claims	7	9	4	9	6	14	8	5	7	69
Owner Relinquishes	3	8	4	8	2	0	2	3	2	32
Quarantines	0	0	0	0	0	4	1	1	1	7
Adoptions	17	18	15	13	8	11	8	15	15	120
Foster Care Placements	0	1	0	0	0	1	0	0	0	Xxx
Euthanized	1	0	1	1	1	0	0	0	0	4
			Illness	Age	Illness					
Died at Shelter	0	0	0	0	0	0	0	0	0	0
Spay/Neuter Program for Shelter Animals	3	4	3	2	2	5	4	0	6	29
Spay/Neuter Program for Animals Owned by the Public	n/a	6	2	2	7	3	1	0	6	27
End of Month Dog Population	11	11	9	8	13	12	17	14	13	Xxx
<b>ANIMAL ACTIVITY (CATS)</b>										
Owner Claims	1	0	0	5	1	1	1	1	2	12
Owner Relinquishes	0	1	2	2	3	0	3	0	3	14
Quarantines	0	0	0	0	0	0	0	0	1	1
Adoptions	57	15	23	25	23	25	34	44	34	280
Foster Care Placements	1	7	1	7	24	27	5	12	12	Xxx
Euthanized	1	0	0	0	1	3	0	0	1	6
	Illness				Illness	Illness			Illness	
Died at Shelter	0	0	0	4	8	3	1	0	1	17
Spay/Neuter Program for Shelter Animals	14	6	10	12	12	9	10	0	25	98
Spay/Neuter Program for Animals Owned by the Public	n/a	8	3	4	6	0	4	0	6	31
End of Month Cat Population	34	37	46	44	62	65	66	61	47	Xxx
<b>NUMBER OF ROUTINE PATROLS PER COMMUNITY PER MONTH</b>										
Buhl	7	8	8	8	8	8	8	8	8	71
Eveleth	12	12	12	12	12	12	12	12	12	108
Kinney	7	8	8	8	8	8	8	8	8	71
Leonidas	12	12	12	12	12	12	12	12	12	108
Mt. Iron	7	12	12	12	12	12	12	12	12	103
Virginia	12	12	12	12	12	12	12	12	12	108
TOTAL ROUTINE PATROLS	57	64	64	64	64	64	64	64	64	569
TOTAL MILEAGE	504	853	899	889	1,048	993	757	618	757	7,318



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

October 13, 2010

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

Re: Mountain Iron Wastewater Treatment Plant Aeration Improvements  
City of Mountain Iron  
Project No. MI10-06

Dear Mr. Wainio,

Benchmark Engineering and Bonestroo are nearing the completion of the construction plans and specifications for the Improvements to the Mountain Iron Wastewater Treatment Facility Aeration Improvements.

At this time, Benchmark Engineering, Inc. is requesting City Council action to first approve the Plans and Specifications and then to advertise for bids for the above-referenced project. The project will be advertised for 21 days.

An engineer's estimate has also been included for your reference. Also a memorandum explaining the key components of the proposed project is included. A draft set of construction plans will be available for review at City Hall and Benchmark Engineering by the end of this week.

If you have any questions or need additional information please do not hesitate to contact our office

Sincerely,  
**Benchmark Engineering, Inc.**

  
Alan J. Johnson, P.E.

Enclosures

# Memorandum



2335 Highway 36 W  
St. Paul, MN 55113

Tel 651-636-4600  
Fax 651-636-1311

www.bonestroo.com

To: Alan Johnson, Benchmark Engineering	Project: Aeration System Improvements	Date: October 12, 2010
From: Ron LaFond, P.E.	Client: City of Mountain Iron, MN	
Re: Request Authorization to Advertise		File No.: 002540-10001-0

Dear Alan:

1. In accordance with our contract, we are preparing final bidding documents for subject project. At this time we request that Benchmark seek authorization from the City Council at their upcoming meeting on October 14<sup>th</sup> to advertise the project.
2. Significant elements in the project are summarized below.
  - a. Replace two existing blowers with two positive displacement blowers with sound enclosures.
  - b. Replace existing diffusers with fine bubble diffusers in the Aeration Tank and new coarse bubble diffusers in the Digester. Diffusers will be supported from the floor.
  - c. Variable frequency drives (VFD) for speed adjustment of the new blowers.
  - d. Replace existing welded steel air pipe with ductile iron air pipe in the Blower Room and the Aeration Tank/Digester.
  - e. Two alternate bid items in the event bids are favorable:
    - (1) Third blower with sound enclosure.
    - (2) Aeration control panel and DO probe.
3. Attached are an updated cost estimate and preliminary drawings.
4. Please call me at (651) 604-4771 if you have any questions.

Mt Iron  
Aeration System Improvements  
002540-10001-0  
Construction Costs 20101012

No.	Improvements	Cost
1	Division 1 Requirements (insurance, bonds, mob, demob)	\$10,000
2	Demolition	\$14,000
3	Two Blower Pads	\$2,000
4	Blower Process Pipe	\$13,000
5	Process Pipe Painting, Blower Pipe Insulation	\$3,500
6	Two PD Blowers with Sound Enclosures	\$52,000
7	Temporary Conveyance	\$5,000
8	Remove Debris from Aeration Tank and Digester	\$10,000
9	Fixed Fine Bubble Diffusers, Aeration Tank	\$28,000
10	Fixed Coarse Bubble Diffusers, Digester	\$14,000
11	Air Process Pipe	\$55,000
12	Two VFDs and Associated Electrical	\$33,000
13	Subtotal =	\$239,500
14	10% Contingencies =	\$24,000
	Estimated Construction Cost =	\$263,500
	18% Engineering, Legal, Administration =	\$47,000
	<b>Total Project Cost =</b>	<b>\$310,500</b>
	Alternate Bid Item No. 1: Third Blower, Enclosure, and Appurtenances =	\$40,000
	Alternate Bid No. 2: Aeration Control Panel and DO Probe =	\$15,000



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING  
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email: info@bm-eng.com

October 13, 2010

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

Re: Gravel Access Road Improvements  
City of Mountain Iron  
Project No. MI10-07

Dear Mr. Wainio,

Bids were received on October 13, 2010 for the above referenced project. A total of four (4) bids were received and upon tabulation the low bidder for the project is Mesabi Bituminous, Inc. A copy of the bid tabulation is enclosed.

If the City of Mountain Iron intends to award at its October 18, 2010 City Council meeting, it is recommended that you award the bid to Mesabi Bituminous, Inc. in the amount of **\$112,304.50**.

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

Sincerely,  
**Benchmark Engineering, Inc.**

  
Alan G. Johnson, P.E.

Enclosures





**BENCHMARK**  
ENGINEERING, INC.

October 13, 2010

BID TABULATION  
GRAVEL ROADWAY IMPROVEMENTS - DOWNTOWN MT. IRON ADJACENT TO RAILROAD SIDING  
PROJECT NO.: M10-07

SPEC. NO.	ITEM DESCRIPTION	UNIT	ENGINEER'S ESTIMATE			MESABI BITUMINOUS			C & C WINGER			HIBBING EXCAVATING			ULLAND BROTHERS		
			ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
2021-601	RR INSURANCE	LUMP SUM	1.0	5,000.0	\$5,000.00	\$8,250.00	\$11,250.00	\$11,250.00	\$30,075.00	\$30,075.00	\$10,860.00	\$10,860.00					
2104-501	REMOVE CONC. CURB & GUTTER	LN. FT.	24.0	10.0	\$240.00	\$10.00	\$240.00	\$5.00	\$120.00	\$288.00	\$8.50	\$204.00					
2104-503	REMOVE CONCRETE SIDEWALK	SQ. FT.	103.0	3.0	\$309.00	\$1.50	\$154.50	\$1.50	\$154.50	\$309.00	\$2.00	\$206.00					
2104-521	SALVAGE FENCE	LN. FT.	20.0	15.0	\$300.00	\$20.00	\$400.00	\$25.00	\$500.00	\$400.00	\$400.00	\$400.00					
2104-601	SUBGRADE PREPARATION	LUMP SUM	1.0	5,000.0	\$5,000.00	\$1,500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$6,140.00	\$6,140.00					
2105-501	COMMON EXCAVATION (BV)	CU. YD.	1,600.0	10.0	\$16,000.00	\$8.50	\$13,600.00	\$6.75	\$10,800.00	\$10,800.00	\$6.50	\$10,400.00					
2105-603	CONSTRUCT DRAINAGE DITCH	LN. FT.	1,000.0	15.0	\$15,000.00	\$8.00	\$8,000.00	\$8.00	\$8,000.00	\$8,000.00	\$12.75	\$12,750.00					
2105-604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	4,800.0	2.0	\$9,600.00	\$1.25	\$6,000.00	\$1.25	\$6,000.00	\$6,000.00	\$1.60	\$7,680.00					
2211-502	AGGREGATE BASE (LY) CLASS V	CU. YD.	5,075.0	13.0	\$65,975.00	\$11.00	\$55,825.00	\$13.50	\$68,512.50	\$76,125.00	\$15.00	\$74,095.00					
2506-522	ADJUST FRAME & RING CASTING	EACH	3.0	500.0	\$1,500.00	\$200.00	\$600.00	\$300.00	\$900.00	\$900.00	\$375.00	\$1,125.00					
2531-501	CONCRETE CURB AND GUTTER, DES. 0618	LN. FT.	24.0	25.0	\$600.00	\$30.00	\$720.00	\$30.00	\$720.00	\$720.00	\$45.00	\$1,080.00					
2531-507	7" CONCRETE DRIVEWAY PAVEMENT (REINFORCED)	SQ. YD.	12.0	55.0	\$660.00	\$80.00	\$960.00	\$75.00	\$900.00	\$900.00	\$230.00	\$2,760.00					
2563-601	TRAFFIC CONTROL	LUMP SUM	1.0	3,000.0	\$3,000.00	\$750.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$525.00	\$1,575.00					
2563-61	FLAG PERSON	HOUR	120.0	125.0	\$15,000.00	\$100.00	\$12,000.00	\$100.00	\$12,000.00	\$12,000.00	\$125.00	\$15,000.00					
2573-502	SILT FENCE PREASSEMBLED	LN. FT.	210.0	2.5	\$525.00	\$4.50	\$945.00	\$2.50	\$525.00	\$945.00	\$4.00	\$840.00					
2573-512	TEMPORARY DITCH CHECK TYPE 2	LN. FT.	80.0	10.0	\$800.00	\$4.50	\$360.00	\$10.00	\$800.00	\$800.00	\$4.75	\$380.00					
2573-602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2.0	500.0	\$1,000.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$1,500.00	\$780.00	\$1,560.00					
2575-555	TURF ESTABLISHMENT	LUMP SUM	1.0	2,500.0	\$2,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,890.00	\$1,890.00					
					\$143,009.00	\$112,304.50	\$129,682.00	\$168,444.00	\$168,615.00								

ESTIMATED CONSTRUCTION COST:

*[Signature]*  
Benchmark Engineering, Inc.

## APPLICATION

Organizations desiring to use the City of Mountain Rental Building facilities must complete an application and submit it to the City Administrator's Office along with the security deposit and fees. This application shall be submitted at least one month prior to the date for which reservation is requested with the exception of unforeseen circumstances. Those seeking the use of intoxicating beverages are required to contact the City Administrator's Office at least one month prior to the event. The Administrator's Office staff will advise the requesting applicant of the status of their application request as soon as possible.

Name of Applicant:	MARIAN CHASE, DIST. COORD.		
(Responsible for Bldg.)	- AARP TAX AIDE		
Contact Person:	MARIAN CHASE		
(if different than applicant:)			
Mailing Address:	503 NO Van Buren Ave		
City/ST/Zip Code	EVELETH, MN 55734		
Phone Number(s); Home, Work, or Cell	218-744-5635		
Resident/Non-resident: (Circle One) <u>Chase</u>	Bonnie Ebnert, Director, RSVP & NVO @ AFOA Yes <input checked="" type="radio"/> No <input type="radio"/> <u>Resident</u>		
Facility: (Circle One)	<input checked="" type="radio"/> Community Center	<input type="radio"/> Library Club Room	<input type="radio"/> Nichols Town Hall <input type="radio"/> Senior Center
Community Center Room(s): (Circle One) <u>ok</u>	<input checked="" type="radio"/> Wacootah Room	<input checked="" type="radio"/> Iroquois Room	<input type="radio"/> Wacootah & Iroquois Rooms <input type="radio"/> Mesabi Room
Purpose of Event: (Be Specific)	TRAINING TAX AIDE VOLUNTEERS		
Non-profit: (Circle One)	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Tax ID Number:			
Fundraiser: (Circle One)	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Deposit Amount & Fees:	Deposit: 200 <sup>00</sup>	Fee(s): \$300 Please waive fees. we are a volunteer organization with no funds to pay	Date Paid: Deposit pd. 10-7-10
Day & Date(s) of Use:	January 27-28, 2011		

Approved by the City Council on 11-05-07