

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, OCTOBER 19, 2009 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the October 6, 2009, Regular Meeting (#1-9)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#59-60)
- III. Public Forum
 - A. Public Hearing – 2007 Street Improvements Proposed Assessments (#10-12)
- IV. Committee and Staff Reports
 - A. Mayor’s Report
 - 1. Censure of Councilor Ed Roskoski (#13)
 - B. City Administrator’s Report
 - 1. Request for Committee of the Whole Meeting to discuss OPEB (#14)
 - C. Director of Public Works Report
 - D. Sheriff’s Department Report
 - E. City Attorney’s Report
 - F. City Engineer’s Report
 - 1. Pay Request Number 1 – WWTP Facility Upgrade (#15-17)
 - 2. Pay Request Number 3 – Energy Park (#18-20)
 - 3. Remaining Street Light Replacement on Main Street
 - G. Planning and Zoning Commission
 - 1. Variance – John Ahola (#21-25)
 - H. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution 46-09 Adopting Assessment on 2007 Street Improvements (#26-35)
 - B. Resolution 47-09 Authorizing Issuance of Debt for the WWTP Project (#36-49)
 - C. Mesabi Human Society Contract for Services for 2010 (#50-55)
 - D. Laurentian Chamber of Commerce Request Mineview in the Sky (#56)
 - E. Request to Waive Fees for United Way (#57)
- VII. Communications (#59-60)
- VIII. Announcements
- IX. Closed Meeting – Consider Strategies for Labor Negotiations (#58)
- X. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
OCTOBER 6, 2009

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Ed Roskoski, and Mayor Gary Skalko. Absent members included: Tony Zupancich and Alan Stanaway. 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 John Backman, Sergeant.

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

1. Approve the minutes of the September 21, 2009, regular meeting as submitted.
2. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period September 16-30, 2009, totaling \$211,469.71, (a list is attached and made a part of these minutes).

The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to approve the following consent agenda item:

4. To authorize the payments of the bills and payroll for the period September 16-30, 2009, totaling \$431,938.43, (a list is attached and made a part of these minutes).

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

No one spoke during the public forum.

It was moved by Prebeg and seconded by Roskoski to accept the recommendation of the Planning and Zoning Commission and approve the Conditional Use Permit to allow the construction of a 32 foot by 44 foot accessory building for Russell Edman, 5449 Carnation Avenue, Mountain Iron, Parcel Code 175-0069-00950, with the condition that no business be operated on the property. The motion carried with Zupancich and Stanaway absent.

It was moved by Skalko and seconded by Prebeg to accept the recommendation of the Street and Alley Committee and determine that the assessment rate for Heather Avenue from the southern end of Heather Avenue to Centennial Drive be set at a 75% assessment to the property owners and from Centennial Drive north to Unity Drive be set at a 50% assessment to the property owners. The motion carried with Zupancich and Stanaway absent.

It was moved by Roskoski and seconded by Skalko to direct Benchmark Engineering to review the drainage and property lines on the west end of Cardinal Street and develop solutions to water

pooling in the area and report back to the Street and Alley Committee as soon as possible. The motion carried with Zupancich and Stanaway absent.

The Mayor updated the Council on the following:

- Entertainment/Convention Center adjacent to Holiday Inn Express. The facility would hold approximately 400-500 people, it will be privately funded, it will add 20 full-time jobs. The work on the facility may start late this Fall or early Spring.
- OktoberFest at the Mountain Iron Library. There will be a celebration this Friday, October 9th at the Mountain Iron Public Library.
- Councilor Prebeg. The Mayor addressed unsigned “onions” that were written in the Mesabi Daily News towards Councilor Prebeg. He said that the information was inaccurate regarding references to the City levy and the City Volunteer Banquet and he wanted to clarify that.

The City Administrator updated the Council on the following:

- Financing. The closing on the financing for the Wastewater Treatment Plant will be at the next City Council meeting and the rate will probably be 2.248%.
- Fire Prevention Week. Is being conducted this week at the Mountain Iron-Buhl School District by the Mountain Iron Fire Department.
- City Auditor. He will be meeting with the auditor on October 7, 2009, to review the post employment benefit and then either he or the auditor will present the information to the City Council at a future meeting.

It was moved by Prebeg and seconded by Skalko to authorize the purchase of six 25 KVA transformers and box pads from Resco Incorporated at their low quote of \$9,438.00 with the purchase funded from the Electric Enterprise Fund. It was moved by Roskoski to amend the motion, that the Electric Enterprise Fund not make this purchase and that, since this is an Economic Development Project, the Economic Development Authority purchase the transformers and box pads. The **amendment** to the motion **failed** for lack of a second. The motion carried on the following roll call vote: Roskoski, no; Prebeg, yes; Skalko, yes; Zupancich, absent; and Stanaway, absent.

It was moved by Prebeg and seconded by Skalko to authorize the purchase of twenty 200 amp underground meter pedestal from Wesco at their low quote of \$7,892.00 with the purchase funded from the Electric Enterprise Fund. It was moved by Roskoski to amend the motion, that the Electric Enterprise Fund not make this purchase and that, since this is an Economic Development Project, the Economic Development Authority purchase the meter pedestal. The **amendment** to the motion **failed** for lack of second. The motion carried on the following roll call vote: Prebeg, yes; Roskoski, no; Skalko, yes; Zupancich, absent; and Stanaway, absent.

It was moved by Prebeg and seconded by Skalko to authorize the purchase of one Caterpillar Model 279C Compact Track Loader from Ziegler Incorporated from the State of Minnesota pricing contract #727-1206 in the amount of \$52,996.44 with the funds being expended from the 2009 Electric Department Capital Outlay Budget. The motion carried on the following roll call vote: Roskoski, no; Prebeg, yes; Skalko, yes; Zupancich, absent; and Stanaway, absent.

It was moved by Prebeg and seconded by Skalko to authorize change order number one to the Digester Building Improvement Project increasing the contract amount by \$5,605.00. The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to authorize payment request number two for the Digester Building Improvement Project in the amount of \$20,116.25. The motion carried on the following roll call vote: Prebeg, yes; Roskoski, no; Skalko, yes; Zupancich, absent; and Stanaway, absent.

It was moved by Prebeg and seconded by Skalko to accept the recommendation of the Parks and Recreation Board and hire Mr. John Winters, Landscape Architect of Frizzel Winter Associations to design the plans for the east half of Locomotive Park at a fee of \$5,000 and 10% of any grants prepared by his firm. It was moved by Roskoski that the motion be amended to form a subcommittee with William Buria, William Riccio, Ted Newberg, Marvin Saari, Ray Saari, Roger Koski, Cary Satrang, and others to work with the Landscape Architect before he starts any specific planning or changes to Locomotive Park. The **amendment** to the motion **failed** for lack of a second. The motion carried with Roskoski voting no and Zupancich and Stanaway absent.

It was moved by Skalko and seconded by Roskoski to accept the recommendation of the Public Safety and Health Board and authorize the City Attorney to review Chapter 113: Peddling, Hawking, Canvassing, Soliciting and Auctioneering of the City Code and compare that to the League of Minnesota Cities informational memo regarding the Regulation of Peddlers, Solicitors and Transient Merchants. The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to accept the recommendation of the Personnel Committee and authorize the internal posting for the Equipment Operator's position as provided by in the Union Contract. The motion carried with Zupancich and Stanaway absent.

Liaison Reports:

- Street and Alley Committee. Councilor Roskoski said that they had met on September 29, 2009 and took care of three items of business, two of the items have already been presented to and taken care of by the City Council.

It was moved by Skalko and seconded by Prebeg to adopt Resolution Number 44-09, setting a public hearing for proposed assessments for 16th Avenue, (a copy is attached and made a part of these minutes). The motion carried with Roskoski abstaining and Zupancich and Stanaway absent.

It was moved by Skalko and seconded by Roskoski to adopt Resolution Number 45-09, ordering preparation of a report on proposed improvements to Old Highway 169, (a copy is attached and made a part of these minutes). The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to authorize Walker, Giroux, and Hahne to perform the 2009 City of Mountain Iron audit at a cost of \$18,900 for the Governmental Funds and \$8,900 for the Enterprise Funds. The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to authorize the Country Kitchen to sell liquor at the Mountain Iron Community Center on Wednesday, October 21, 2009, for a meeting for the Range Association of Realtors. The motion carried with Zupancich and Stanaway absent.

It was moved by Roskoski and seconded by Skalko to waive the building rental fees for the AARP Tax Aide Program from January 10-15, 2010. The motion carried with Zupancich and Stanaway absent.

It was moved by Prebeg and seconded by Skalko to authorize the purchase of an advertisement in the 2009-2010 Mountain Iron-Buhl Yearbook at a cost of \$200.00. The motion carried on the following roll call vote: Roskoski, yes; Prebeg, yes; Skalko, yes; Zupancich, absent; and Stanaway, absent.

It was moved by Roskoski and seconded by Skalko to direct City Staff to add simple explanations to agenda items when our Council meeting agendas are posted on the Public Television Channel 7 bulletin board. The motion carried with Zupancich and Stanaway absent.

The Council did not hold a closed meeting.

Councilor Roskoski forwarded a thank you to the City Staff who were responsible for cleaning up the weeds in the sidewalks in the West Virginia area.

At 7:24 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned. The motion carried with Zupancich and Stanaway absent.

Submitted by:



Jill M. Anderson, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. John Klarich, Superintendent of Mountain Iron-Buhl Public Schools, forward a thank you to the City for their assistance to help install the Hall of Fame plaque at the MI-B Football field.

Summary By Category And Distribution

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,400.00
BUILDING RENTALS	NICHOLS HALL	95.00
UTILITY	UTILITY	108,998.54
COPIES	COPIES	3.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	387.00
MISCELLANEOUS	CHECK RETURN FEE	20.00
BUILDING RENTALS	COMMUNITY CENTER	950.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	9.76
SALE OF PROPERTY	SALE OF PROPERTY	14,708.02
PERMITS	BUILDING	1,325.40
MISCELLANEOUS	REIMBURSEMENTS	5,807.00
CD INTEREST	CD INTEREST 101	84.15
CD INTEREST	CD INTEREST 378	855.55
CD INTEREST	CD INTEREST 602	224.40
CD INTEREST	CD INTEREST 603	238.46
CAMPGROUND RECEIPTS	FEES	80.00
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	349.06
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
METER DEPOSITS	ELECTRIC	1,700.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	33,608.96
INTERGOVERNMENTAL REVENUE	CDBG - MTN MANOR RENOVATIONS	39,889.52
FINES	ADMINISTRATIVE OFFENSE	50.00
LEASES	LEASES	60.00
PERMITS	VARIANCE	150.00
CD INTEREST	CD INTEREST 301	445.89
Summary Totals:		<u>211,469.71</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/09	10/08/2009	138579	10050	A-1 REFRIGERATION HEATING &	101-20200	680.00
10/09	10/08/2009	138580	10019	ARMORY SHELL	101-20200	235.12
10/09	10/08/2009	138581	1093	ARROWHEAD HUMAN RESOURCES	101-20200	200.00
10/09	10/08/2009	138582	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	626.78
10/09	10/08/2009	138583	20022	BENCHMARK ENGINEERING INC	301-20200	58,237.17
10/09	10/08/2009	138584	20010	BISS LOCK INC	101-20200	417.59
10/09	10/08/2009	138585	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	17,121.38
10/09	10/08/2009	138586	30017	CARQUEST (MOUNTAIN IRON)	101-20200	761.53
10/09	10/08/2009	138587	30001	CHRISTENSEN PARTS SERVICE INC	604-20200	8.13
10/09	10/08/2009	138588	230021	CRAIG J WAINIO	101-20200	96.25
10/09	10/08/2009	138589	30059	CVAR, THOMAS	101-20200	23.75
10/09	10/08/2009	138590	30072	CW TECHNOLOGY	301-20200	1,018.30
10/09	10/08/2009	138591	40045	D2 SERVICES INC	601-20200	1,280.76
10/09	10/08/2009	138592	400012	DIAMOND MOWERS INC	101-20200	102.48
10/09	10/08/2009	138593	1088	DOROTHY KUNZE	101-20200	150.00
10/09	10/08/2009	138594	50034	ELK RIVER FORD INC	301-20200	22,851.04
10/09	10/08/2009	138595	50033	EXTREME SIGNS	301-20200	200.00
10/09	10/08/2009	138596	60026	FASTENAL COMPANY	601-20200	261.81
10/09	10/08/2009	138597	60003	FIVE SEASONS SPORTS CENTER	101-20200	62.04
10/09	10/08/2009	138598	60043	FRIZZELL, ERICA	101-20200	1,250.00
10/09	10/08/2009	138599	70035	G & K SERVICES	101-20200	44.76
10/09	10/08/2009	138600	70016	GOPHER STATE ONE CALL INC	604-20200	65.25
10/09	10/08/2009	138601	70028	GREATER MINNESOTA AGENCY INC	101-20200	192.00
10/09	10/08/2009	138602	70029	GUARDIAN PEST CONTROL INC	101-20200	141.40
10/09	10/08/2009	138603	80022	HAWKINS INC	601-20200	6,296.84
10/09	10/08/2009	138604	80017	HENRY'S WATERWORKS INC	601-20200	873.74
10/09	10/08/2009	138605	80001	HILLYARD/HUTCHINSON	101-20200	742.94
10/09	10/08/2009	138606	80010	HOMETOWN ELECTRIC	101-20200	85.00
10/09	10/08/2009	138607	90009	IRON OAKES FENCING	603-20200	1,299.80
10/09	10/08/2009	138608	1094	JARED OR NICOLE HANCOCK	101-20200	200.00
10/09	10/08/2009	138609	100020	JOHN WINTER	101-20200	1,250.00
10/09	10/08/2009	138610	100019	JOLA & SOPP EXCAVATING INC	601-20200	2,900.00
10/09	10/08/2009	138611	120002	LAWSON PRODUCTS INC	101-20200	468.35
10/09	10/08/2009	138612	1091	LEA MAKI SAUTER	101-20200	200.00
10/09	10/08/2009	138613	120005	LEAGUE OF MN CITIES INS TRUST	101-20200	85,752.00
10/09	10/08/2009	138614	120035	LENCI ENTERPRISES INC	602-20200	20,116.25
10/09	10/08/2009	138615	412	MESSIAH LUTHERAN CHURCH	101-20200	200.00
10/09	10/08/2009	138616	130138	MIB YEARBOOK	101-20200	200.00
10/09	10/08/2009	138617	130039	MINNESOTA DEPT OF COMMERCE	604-20200	205.16
10/09	10/08/2009	138618	130008	MINNESOTA MUNICIPAL UTILITIES	602-20200	3,203.82
10/09	10/08/2009	138619	130009	MINNESOTA POWER	602-20200	1,236.86
10/09	10/08/2009	138620	130097	MINNESOTA VALLEY TESTING LABS	602-20200	59.00
10/09	10/08/2009	138621	120007	MOTION INDUSTRIES INC	101-20200	19.22
10/09	10/08/2009	138622	130125	MUNICIPAL EMERGENCY SERVICES	101-20200	500.86
10/09	10/08/2009	138623	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	129.06
10/09	10/08/2009	138624	140053	NELSON DODGE GMC	301-20200	32,850.04
10/09	10/08/2009	138625	140058	NEWSTRIPE INC	101-20200	168.92
10/09	10/08/2009	138626	1090	NORTH ST LOUIS COUNTY SOIL &	101-20200	200.00
10/09	10/08/2009	138627	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	45,259.80
10/09	10/08/2009	138628	1092	PATTY MATURI	101-20200	100.00
10/09	10/08/2009	138629	160057	PHIL'S GARAGE DOOR SERVICE	603-20200	451.65
10/09	10/08/2009	138630	160005	PLAZA HARDWARE	101-20200	32.01
10/09	10/08/2009	138631	160032	PORTABLE JOHN	101-20200	517.80
10/09	10/08/2009	138632	160037	PRAXAIR	101-20200	69.39
10/09	10/08/2009	138633	170007	QUILL CORPORATION	101-20200	97.71
10/09	10/08/2009	138634	180008	RADKO IRON & SUPPLY INC	604-20200	1,919.43
10/09	10/08/2009	138635	180012	RESCO	604-20200	50.07

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/09	10/08/2009	138636	180053	RUSSO CONSULTING	101-20200	300.00
10/09	10/08/2009	138637	1089	SAINT LOUIS COUNTY	101-20200	200.00
10/09	10/08/2009	138638	190045	SERVICE SOLUTIONS	101-20200	22.34
10/09	10/08/2009	138639	190014	SHERWIN WILLIAMS	601-20200	196.06
10/09	10/08/2009	138640	190004	SKUBIC BROS INC	101-20200	224.40
10/09	10/08/2009	138641	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	35,833.00
10/09	10/08/2009	138642	190033	STAR TRIBUNE	101-20200	390.00
10/09	10/08/2009	138643	200003	TACONITE TIRE SERVICE	101-20200	245.82
10/09	10/08/2009	138644	200020	THE TRENTI LAW FIRM	101-20200	3,403.31
10/09	10/08/2009	138645	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	6,493.00
10/09	10/08/2009	138646	200010	TUCK N ROLL UPHOLSTERY	301-20200	400.00
10/09	10/08/2009	138647	210002	UNITED TRUCK BODY COMPANY INC	301-20200	1,309.22
10/09	10/08/2009	138648	220025	VERIZON WIRELESS	101-20200	21.20
10/09	10/08/2009	138649	230005	WESCO DISTRIBUTION INC	604-20200	5,226.90
10/09	10/08/2009	138650	240001	XEROX CORPORATION	604-20200	766.43
10/09	10/08/2009	138651	260001	ZIEGLER INC	101-20200	5,290.31

Totals:

374,005.25

Payroll-PP Ending 10/2/09

57,933.18

TOTAL EXPENDITURES

\$431,938.43



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 44-09

HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a Resolution passed by the City Council on September 21, 2009, the City Administrator was directed to prepare a proposed assessment of the cost of Improvement Number 05-16, the improvement of the improvement of all of 16th Avenue by reconstruction, and

WHEREAS, the City Administrator has notified the council that such proposed assessment has been completed and filed in his office for public inspection,

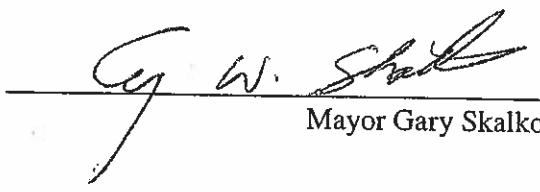
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA:

1. A hearing shall be held at 6:30 p.m. on November 2, 2009 in the Community center located at 8586 Enterprise Drive South to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City of Mountain Iron the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

DULY ADOPTED BY THE CITY COUNCIL THIS 6th DAY OF OCTOBER, 2009.

ATTEST:

City Administrator



Mayor Gary Skalko



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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RESOLUTION NUMBER 45-09

ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to improve Old Highway 169 from approximately three miles west of the Costin Plat to the western city limits by overlayment and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to Benchmark Engineering for study and that that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

DULY ADOPTED BY THE CITY COUNCIL THIS 6th DAY OF OCTOBER, 2009.

ATTEST:

City Administrator

Mayor Gary Skalko

COUNCIL LETTER 101909-III

ADMINISTRATION

PUBLIC HEARING

DATE: October 14, 2009
FROM: Craig J. Wainio
City Administrator

This public hearing is part of the assessment process for the 2007 Street Project. The affected property owners have been notified of the public hearing. The streets which were part of the project are identified in Resolution Number 46-09. Enclosed, please find the public hearing notice and assessment role.

Upon completion of the public hearing it is recommended that the City Council adopt Resolution Number 32-05 Adopting Assessment.

Notice of Hearing on Proposed Assessment

Mountain Iron, Minnesota October 4, 2009.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council will meet at 6:30 p.m. on October 19, 2009 at the Mountain Iron Community Center to consider, and possibly adopt, the proposed assessment for Improvement Number 07-6, the improvement of those streets identified in Exhibit A by construction, reconstruction and/or overlay. Adoption by the council of the proposed assessment against abutting property may occur at the hearing.

Such assessment is proposed to be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2010, and will bear interest at the rate of eight percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2009. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the City of Mountain Iron the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is eight percent per year.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$141,236.26. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The City Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the City within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Administrator.

City Administrator

EXHIBIT A

Heather Avenue from Centennial Drive to South End of Road
Heather Avenue from Centennial Drive to Unity Drive
Coral Street from Marble Avenue to Mountain Avenue
Enterprise Drive North from Nichols Avenue to County Highway 7
Granite Street from Mineral Avenue to Marble Avenue
West End Centennial Street to approximately 400 feet east of Heather Avenue
Tamarack Street from County Road 7 to approximately 600 feet east of County Road 7
Locomotive Street from Mountain Avenue to west edge of Town of Grant plat
Unity Drive from County Road 7 to Mountain Iron Drive

COUNCIL LETTER 101909-IVA1

MAYOR SKALKO

CENSURE OF COUNCILOR ED ROSKOSKI

DATE: October 14, 2009
FROM: Mayor Gary Skalko
Craig J. Wainio
City Administrator

I strongly recommend that this Council censure Ed Roskoski. This official reprimand based upon the following:

Whereas, Councilor Ed Roskoski repeated harassing actions on the Strumbell property which has housed P & H Mine Pro Inc., has brought two trespassing convictions within the past six months;

Whereas, the legal/law enforcements costs incurred by the City comes directly from the Mountain Iron taxpayers, as by law, the City is responsible for all prosecution fees.

COUNCIL LETTER 101909-IVB1

ADMINISTRATION

COW MEETING

DATE: October 14, 2009
FROM: Craig J. Wainio
City Administrator

Staff is requesting that a Committee of the Whole meeting be set up for 5:30pm on November 16th to review and discuss the report concerning the Actuarial Valuation of Other Post-Employment Benefits (OPEB) Under GASB Statement No. 45. This meeting would be prior to the regular City Council meeting. Gary Giroux will be in attendance.



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 8, 2009

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

Re: City of Mountain Iron, MN
WWTP Facility Upgrade
Project No. MI09-02

Dear Mr. Wainio:

Enclosed please find Pay Request No. 1 for the City of Mountain Iron Wastewater Treatment Plant Facility project in the amount of **\$13,851.00**, for approval at your next scheduled City Council meeting. This amount includes withholding a 5% retainage. This payment is for materials that were delivered for this project. Please refer to the enclosed pay request breakdown for a summary of items completed.

Please sign all copies. Keep one for your records and return the other copies.

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

Sincerely,
Benchmark Engineering, Inc.


Joseph Palo, P.E.

Enclosure

cc: Mr. Mark Magney, Magney Construction, Inc.

Application for Payment No. 1

To: The City of Mountain Iron, MN

From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317

Contract: _____

Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. 002540-09002-0
Date of this Invoice: 1-Oct-09
Invoice Work Period: 9/1/09 to 9/30/09

1) Original Contract Price:	\$578,600.00
2) Net Change by Change Order/Written Amendments (-/+)	\$0.00
3) Current Contract Price (1+2):	\$578,600.00
4) Total Completed and stored to date:	\$14,580.00
5) Retainage (per Agreement):	
<u>5.00%</u> of completed work	<u>\$610.00</u>
<u>5.00%</u> of stored material:	<u>\$119.00</u>
Total retainage:	<u>\$729.00</u>
6) Total Completed and stored to date less retainage (4-5)	\$13,851.00
7) Less Previous Application for Payments:	\$0.00
8) DUE THIS APPLICATION	\$13,851.00

Accompanying Documentation: _____

CONTRACTOR'S Certification:

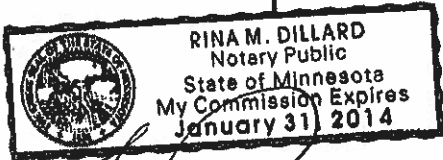
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Dated: 1-Oct-09

By: [Signature]
Magney Construction, Inc. (Contractor)

State of MN County of Hennepin
Subscribed and sworn to before me this 5th day of Oct., 2009

Notary Public Rina M. Dillard
My Commission Expires: Jan. 31, 2014



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: _____ Engineer: [Signature]
By: _____ By: Joseph Palo
Date: _____ Date: 10/8/09

Magney Construction, Inc.
Schedule of Values:

Mountain Iron Wastewater Treatment Facility Improvements

Application No. 1

Date of Application: 10/1/2009
 Work Complete Through: 9/30/2009

Spec.	Description	Scheduled Value	Previous Application	This Application	Stored Material	Completed & Stored To Date	Pct. Compl.	Balance to Finish
00500	Bonding & Insurance	\$8,500	\$0	\$8,500	\$0	\$8,500	100%	\$0
Division 1	Mobilization & GC's	\$37,700	\$0	\$3,700	\$0	\$3,700	10%	\$34,000
24113	Selective Demolition	\$28,400	\$0	\$0	\$0	\$0	0%	\$28,400
33000	Concrete Work	\$7,700	\$0	\$0	\$0	\$0	0%	\$7,700
33900	Precast Structures	\$2,400	\$0	\$0	\$1,204	\$1,204	50%	\$1,196
36000	Grout	\$600	\$0	\$0	\$0	\$0	0%	\$600
37000	Concrete Restoration	\$3,200	\$0	\$0	\$0	\$0	0%	\$3,200
55000	Metal Fabrications	\$10,600	\$0	\$0	\$0	\$0	0%	\$10,600
66000	Plastic Fabrications	\$3,800	\$0	\$0	\$0	\$0	0%	\$3,800
67000	FRP Dome Clarifier Covers (Alternate 1)	\$154,000	\$0	\$0	\$0	\$0	0%	\$154,000
72100	Insulation	\$300	\$0	\$0	\$0	\$0	0%	\$300
99000	Painting	\$13,900	\$0	\$0	\$0	\$0	0%	\$13,900
220503	Plumbing	\$1,700	\$0	\$0	\$0	\$0	0%	\$1,700
260505	Electrical	\$10,000	\$0	\$0	\$0	\$0	0%	\$10,000
312000	Earthwork	\$4,500	\$0	\$0	\$0	\$0	0%	\$4,500
329200	Turf & Grasses	\$1,000	\$0	\$0	\$0	\$0	0%	\$1,000
330505	Trenching and Backfilling	\$11,500	\$0	\$0	\$0	\$0	0%	\$11,500
400510	Process Piping	\$12,300	\$0	\$0	\$0	\$0	0%	\$12,300
409513	Supervisory Control System	\$15,800	\$0	\$0	\$0	\$0	0%	\$15,800
432150	Submersible Pumps	\$27,200	\$0	\$0	\$1,176	\$1,176	4%	\$26,024
443400	Fine Screening Equipment	\$156,700	\$0	\$0	\$0	\$0	0%	\$156,700
444223	Clarifier Equipment	\$28,800	\$0	\$0	\$0	\$0	0%	\$28,800
A - 1	Allowance 1 - Repair Covers	\$30,000	\$0	\$0	\$0	\$0	0%	\$30,000
A - 2	Allowance 2 - Remove & Repl Windows	\$8,000	\$0	\$0	\$0	\$0	0%	\$8,000
Totals		\$578,600	\$0	\$12,200	\$2,380	\$14,580	3%	\$564,020



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October 14, 2009

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 Utility Extension
Project No. MI09-08

Dear Mr. Wainio;

Enclosed please find Pay Request No. 3 for the Energy Park Utility Extension project in the amount of **\$23,505.37**, 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. Jim Pucel, Utility Systems of America

RECOMMENDATION OF PAYMENT

No. 3

Owner's Project No.: _____

Engineer's Project No.: MI09-08

Project: Energy Park Utility Extension

CONTRACTOR: Utility Systems of America, Inc., P.O. Box 706, Eveleth, MN 55734

For Period Ending: October 9, 2009

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 October 14, 2009

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>303,623.50</u>	Work & Materials to Date	\$ <u>289,957.50</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained	\$ <u>14,497.88</u>
Current Contract Price	\$ <u>303,623.50</u>	Subtotal	\$ <u>275,459.62</u>
		Previous Payments	\$ <u>251,954.25</u>
		Amount Due this Payment	\$ <u>23,505.37</u>



PAY REQUEST NO. 3
 ENERGY PARK UTILITY EXTENSION
 MOUNTAIN IRON, MINNESOTA
 PROJECT NO.: MI09-08

CONTRACTOR: UTILITY SYSTEMS OF AMERICA

ITEM NO.	ITEM	UNITS	PROJECT QUANTITY	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2101.511	CLEARING AND GRUBBING	LUMP SUM	1.0	\$10,000.00	1.0	\$10,000.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	230.0	\$2.00	236.0	\$472.00
2104.509	REMOVE MANHOLE	EACH	1.0	\$250.00	0.0	\$0.00
2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN. FT.	146.0	\$2.00	173.0	\$346.00
2105.501	COMMON EXCAVATION (CV)	CU. YD.	2,015.0	\$5.00	2,015.0	\$10,075.00
2105.503	ROCK EXCAVATION	CU. YD.	50.0	\$25.00	39.0	\$975.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	770.0	\$11.00	935.0	\$10,285.00
2211.503	AGGREGATE BASE (CV) CL. 5	CU. YD.	1,245.0	\$12.50	837.0	\$10,462.50
2350.501	TYPE MV 4 WEARING COURSE MIXTURE B	TON	30.0	\$100.00	29.4	\$2,940.00
2350.502	TYPE MV 3 NON-WEARING COURSE MIXTURE	TON	56.0	\$100.00	76.0	\$7,600.00
2502.604	2" INSULATION	SQ. YD.	25.0	\$15.00	38.5	\$577.50
2503.511	8" PVC PIPE SEWER - SDR 35	LIN. FT.	1,845.0	\$19.00	1,845.0	\$35,055.00
2503.602	TRACER WIRE ACCESS BOX	EACH	2.0	\$75.00	2.0	\$150.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2.0	\$1,000.00	1.0	\$1,000.00
2503.603	4" HDPE FORCEMAIN	LIN. FT.	1,496.0	\$20.00	1,496.0	\$29,920.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	3.0	\$1,500.00	2.0	\$3,000.00
2504.602	CLEAN & DISINFECT WATERMAIN	LUMP SUM	1.0	\$750.00	1.0	\$750.00
2504.602	HYDRANT	EACH	2.0	\$3,600.00	2.0	\$7,200.00
2504.602	8" GATE VALVE AND BOX	EACH	3.0	\$1,250.00	4.0	\$5,000.00
2504.602	12" GATE VALVE AND BOX	EACH	3.0	\$2,100.00	1.0	\$2,100.00
2504.602	12" X 8" WET TAP	EACH	1.0	\$2,500.00	1.0	\$2,500.00
2504.602	ADJUST VALVE BOX	EACH	1.0	\$150.00	1.0	\$150.00
2504.603	8" WATERMAIN DUCTILE IRON - CL. 52	LIN. FT.	35.0	\$35.00	101.0	\$3,535.00
2504.603	12" WATERMAIN DUCTILE IRON - CL. 52	LIN. FT.	1,635.0	\$38.00	1,594.0	\$60,572.00
2504.608	DUCTILE IRON FITTINGS	POUND	1,230.0	\$2.25	1,230.0	\$2,767.50
2505.603	12" STEEL CASING PIPE	LIN. FT.	65.0	\$40.00	65.0	\$2,600.00
2506.501	CONST. DRAINAGE STRUCTURE DESIGN 4007	LIN. FT.	77.9	\$175.00	73.4	\$12,845.00
2506.516	CASTING ASSEMBLY	EACH	10.0	\$400.00	9.0	\$3,600.00
2506.601	CONSTRUCT LIFT STATION	LUMP SUM	1.0	\$62,000.00	0.8	\$49,600.00
2506.602	FLUSHING MANHOLE	EACH	1.0	\$2,500.00	1.0	\$2,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$3,200.00	1.0	\$3,200.00
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	56.0	\$4.00	45.0	\$180.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$1,600.00	1.0	\$1,600.00
2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN. FT.	30.0	\$2.00	0.0	\$0.00
2582.502	4" SOLID LINE WHITE - EPOXY	LIN. FT.	75.0	\$1.00	0.0	\$0.00
	TWO ADDTL WET TAPS OF WATERMAIN	LUMP SUM	1.0	\$4,585.00	1.0	\$4,585.00
	ADDTL WORK DUE TO WATER CROSSINGS	LUMP SUM	1.0	\$2,815.00	1.0	\$2,815.00
	CREDIT FOR STRIPING	LUMP SUM	1.0	(\$1,000.00)	1.0	(\$1,000.00)

COMPLETED TO DATE: \$289,957.50
 LESS RETAINAGE (5%): (\$14,497.88)

SUBTOTAL PAY REQUEST #3: \$275,459.62
 LESS PREVIOUS PAYMENTS: (\$251,954.25)

TOTAL PAY REQUEST #3: **\$23,505.37**

BENCHMARK ENGINEERING, INC.



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

NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission of the City of Mountain Iron will hold a public hearing on Monday, October 12, 2009 at 6:05 p.m. in the Mountain Iron Room of the Mountain Iron Community Center.

The purpose of the public hearing is to consider a request made by Jon Ahola, 4742 Majestic Lake Road, Mountain Iron for a variance from the building setback requirements of the Zoning Ordinance. The property is legally described as follows:

Lot 2, Block 1, Majestic Lake Shores of Mountain Iron
Except part beginning at most northerly corner thence South 64 Degrees 15'17" along
The Northeasterly line of Lot 348.08 feet thence North 68 Degrees 25'06" west 179.05 feet
thence north 59 degrees 52'08" west 170 feet to point of beginning

Parcel Codes: 175-0019-00020

The public can present its opinions at the public hearing or by letter addressed to the Zoning Administrator, City of Mountain Iron, City Hall, 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768-8260.

By Order of the Planning and Zoning Commission
Jerry D. Kujala
Zoning Administrator

www.mtniron.com

CITY OF MOUNTAIN IRON
VARIANCE APPLICATION *

Name of Applicant JON AHOLA Signature of Applicant [Signature] Date 9-29-09
4742 Majestic Lake Rd, Iron MN 55751

Legal Description: Sec/Lot 33/2 Twp/Block T58N Rge/Subd R18W Parcel Code # 175-19-20

Area for which Variance Requested:

SIDE LOT SET BACK FOR A NEW GARAGE

Statements addressing condition of "undue hardship" for which variance is requested.

HOT WIDTH IS NOT WIDE ENOUGH TO
BUILD A GARAGE WITH OUT A VARIANCE

* Applicant is required to submit a vicinity map, drawn to scale, showing applicant's and adjoining property including all existing or proposed buildings or uses. Use reverse side of this form.

PJ 8150-00 9-29-09
Rec. 1.025594

OFFICE USE ONLY

ITEM	ACTION	DATE	INITIAL
Zoning Administrator Review	<u>Sent to JDF</u>	<u>9-30-09</u>	<u>Jma</u>
Public Hearing Set	<u>Hearing set 10-12-09 6:05</u>	<u>9-29-09</u>	<u>Jma</u>
Hearing Notice Published	<u>Mesabi Daily News</u>	<u>10-2-09</u>	<u>Jma</u>
Board of Adjustment and Appeals Recommendation			
Council Action			
Filed with County Recorder			

Conditions Attached _____

MATCH LINE A

POINT OF BEGINNING
N 87°37' E 125.12

N 87°37' E 33.00
Δ=00°00'00"
R=33.00
L=2.81

SW/4SEV/4

S 87°37' W 172.2

N 87°37' E 125.12

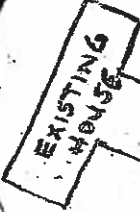
Δ=90°00'00"
R=55.00
L=103.67

RADIAL BEARING
S 87°37' W 12.01
S 87°37' W 24.71

SET BACKS

PROPOSED GARAGE
30' X 44' w/10' SIDE WALLS

SHORE LINE

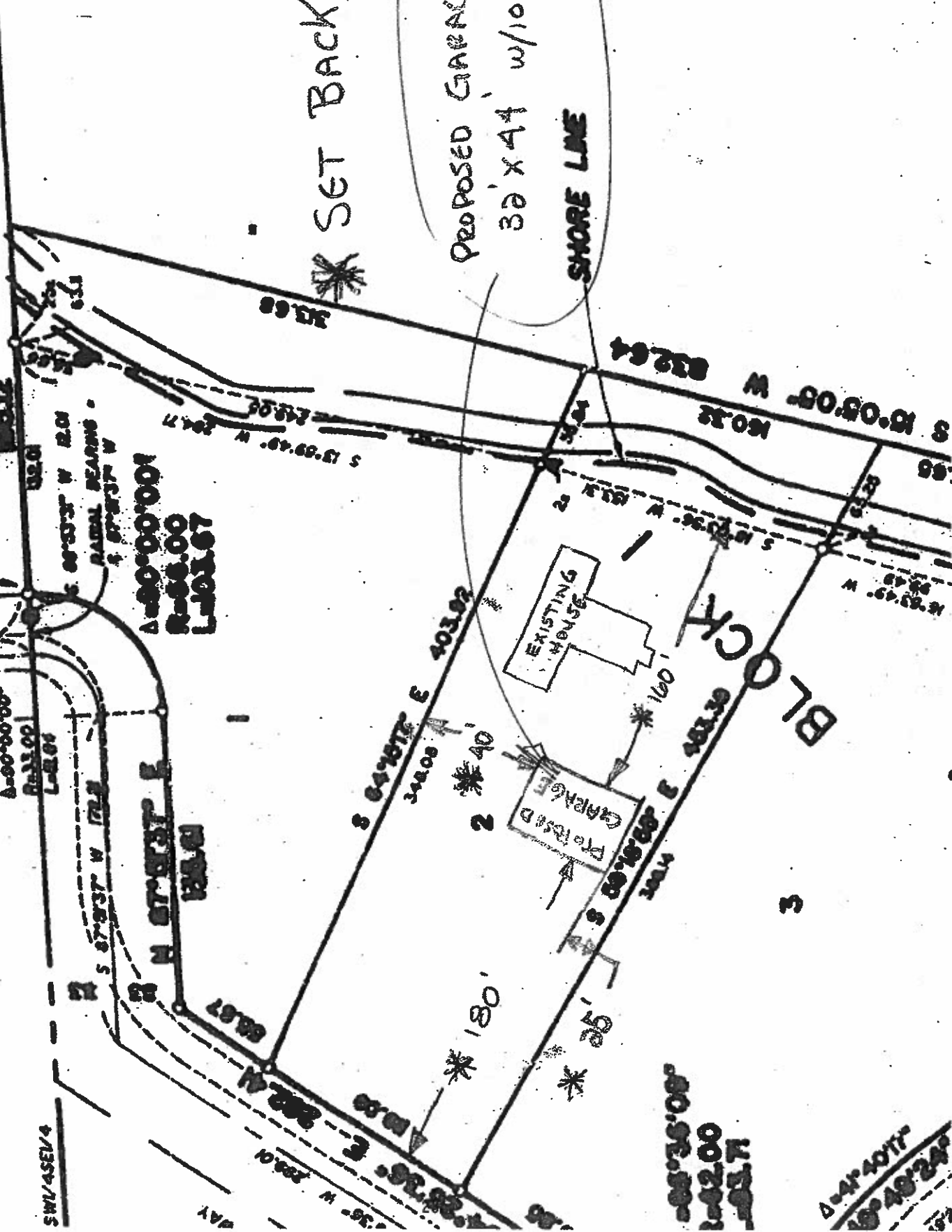


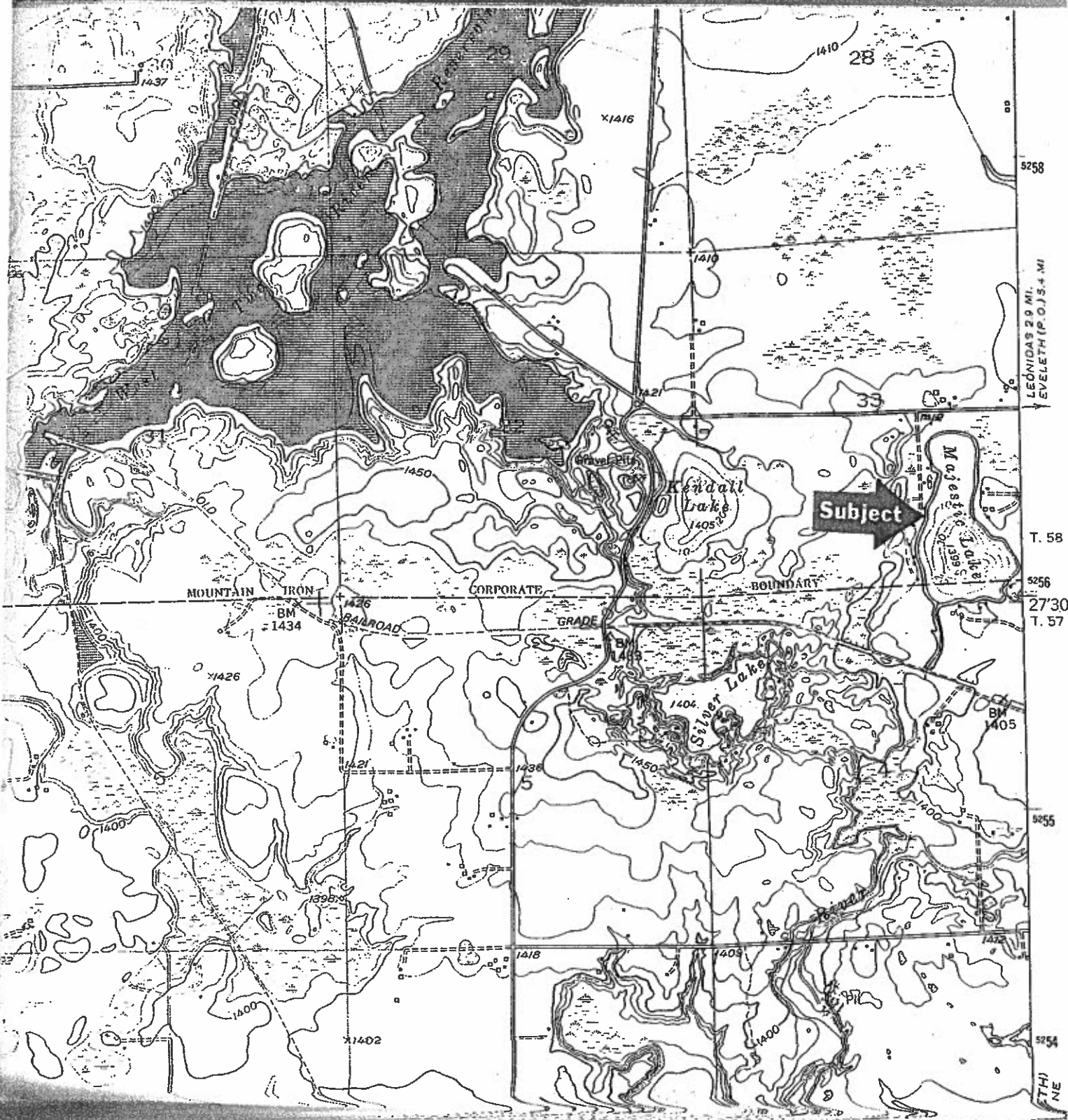
BLOCK

3

Δ=35°00'
R=22.00
L=21.7

Δ=41°40'17"
R=48'24"





LEONIDAS 20 MI.
EVELETH (P.O.) 5.4 MI

T. 58
5256
2730
T. 57

5255
5254
7TH
TNE



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 46-09

ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for Improvement Number 07-6, the improvement of those streets identified in Exhibit A by construction, reconstruction and/or overlay.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2010, and shall bear interest at the rate of eight percent per annum from the date of the adoption of this assessment Resolution. To the first installment shall be added interest on the entire assessment from the date of this Resolution until December 31, 2009. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Mountain Iron, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this Resolution; and he/she may, at any time thereafter, pay to the City of Mountain Iron the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF OCTOBER, 2009.

ATTEST:

Mayor Gary Skalko

City Administrator

EXHIBIT A

Heather Avenue from Centennial Drive to South End of Road
Heather Avenue from Centennial Drive to Unity Drive
Coral Street from Marble Avenue to Mountain Avenue
Enterprise Drive North from Nichols Avenue to County Highway 7
Granite Street from Mineral Avenue to Marble Avenue
West End Centennial Street to approximately 400 feet east of Heather Avenue
Tamarack Street from County Road 7 to approximately 600 feet east of County Road 7
Locomotive Street from Mountain Avenue to west edge of Town of Grant plat
Unity Drive from County Road 7 to Mountain Iron Drive

Locomotive Street			PROJECT			REASONABLE	COST
NAME	LOT BLOCK	FRONT FOOTAGE	PARCEL COSE	COST	ASSESSMENT RATE	ASSESSMENT AMOUNT	PER FOOT
USX CORP	8 1	120	175-0010-00100	\$3,679.22	25%	\$919.81	\$7.67
USX CORP	8 2	120	175-0010-00110	\$3,679.22	25%	\$919.81	\$7.67
USX CORP	16 3	120	175-0010-00210	\$3,679.22	25%	\$919.81	\$7.67
PACE RICHARD A & PACE ROWEN A	1 14	60	175-0010-01380	\$1,839.61	25%	\$459.90	\$7.67
GARRISON ALAN W	1 15	60	175-0010-01550	\$1,839.61	25%	\$459.90	\$7.67
SKOGMAN PETER G	1 16	60	175-0010-01660	\$1,839.61	25%	\$459.90	\$7.67

TOTALS

540

\$16,556.50

\$4,139.13

Tamarack									
NAME	LOT	BLOCK	FRONT FOOTAGE	PARCEL COSE	PROJECT COST	ASSESSMENT RATE	REASONABLE ASSESSMENT AMOUNT	COST PER FOOT	
HARPER WILLIAM F	24	3	85.26	175-0012-00830	\$29,491.50	75%	\$1,376.67	\$16.15	
POSTUDENSEK GERALD J	25	3	90.45	175-0012-00840	\$1,947.30	75%	\$1,460.47	\$16.15	
POSTUDENSEK GERALD J	26	3	75.93	175-0012-00850	\$1,634.70	75%	\$1,226.02	\$16.15	
POSTUDENSEK GERALD J	27	3	75	175-0012-00860	\$1,614.67	75%	\$1,211.01	\$16.15	
City of Mountain Iron			20.02		\$431.01	75%	\$323.26	\$16.15	
KOVICH TIMOTHY J	28	3	72.77	175-0012-00870	\$1,566.67	75%	\$1,175.00	\$16.15	
KOVICH TIMOTHY J	29	3	85.92	175-0012-00880	\$1,849.77	75%	\$1,387.33	\$16.15	
KUNTZ NORMAN P	1	4	95	175-0012-00910	\$2,045.25	75%	\$1,533.94	\$16.15	
DRAZE DONNA MAE	2	4	75	175-0012-00920	\$1,614.67	75%	\$1,211.01	\$16.15	
NORDLINDER JON W	3	4	75	175-0012-00930	\$1,614.67	75%	\$1,211.01	\$16.15	
SAVELA GARY L & DAWN A	4	4	106.01	175-0012-00940	\$2,282.29	75%	\$1,711.72	\$16.15	
ZUPEC JEROME L & BRENDA L	5	4	69.82	175-0012-00950	\$1,503.15	75%	\$1,127.37	\$16.15	
SAVELA GARY L & DAWN A	5	4	5	175-0012-00955	\$107.64	75%	\$80.73	\$16.15	
OLSEN-PLUSKWIK JOYCE L	6	4	66	175-0012-00960	\$1,420.91	75%	\$1,065.69	\$16.15	
ZUPEC JEROME L & BRENDA L	5	4	5	175-0012-00965	\$107.64	75%	\$80.73	\$16.15	
OLSEN-PLUSKWIK JOYCE L	7	4	63.65	175-0012-00960.	\$1,370.32	75%	\$1,027.74	\$16.15	
ST OF MN C278 L35	8	4	66	175-0012-00980	\$1,420.91	75%	\$1,065.69	\$16.15	
ST OF MN C278 L35	9	4	66	175-0012-00990	\$1,420.91	75%	\$1,065.69	\$16.15	
ST OF MN C278 L35	10	4	25	175-0012-01000	\$538.22	75%	\$403.67	\$16.15	
VOSS ROBERT & WENDY	8	5	147.02	175-0012-01140	\$3,165.19	75%	\$2,373.90	\$16.15	
TOTALS			1369.85		\$29,491.50		\$22,118.63		

Coral Street		FRONT		PARCEL		PROJECT		REASONABLE	
NAME	LOT	BLOCK	FOOTAGE	COSE	COST	ASSESSMENT	RATE	ASSESSMENT	COST
								AMOUNT	PER
								FOOT	FOOT
HENSCHTEL GEORGE L	6	2	60	175-0020-00210	\$3,495.43	25%		\$873.86	\$7.28
KANGAS SHANNON R	7	2	60	175-0020-00220	\$3,495.43	25%		\$873.86	\$7.28
MITCHELL MICHAEL A	1	4	60	175-0020-00410	\$3,495.43	25%		\$873.86	\$7.28
MOGENSEN SHAWN EDWARD	14	4	60	175-0020-00570	\$3,495.43	25%		\$873.86	\$7.28

TOTALS 240 \$13,981.70 \$3,495.43

Granite Street		FRONT	PARCEL	PROJECT	ASSESSMENT	REASONABLE	COST
NAME	LOT	BLOCK	COSE	COST	RATE	ASSESSMENT	PER
		FOOTAGE		\$12,046.20		AMOUNT	FOOT
MCDERMID SCOTT & LAURIE	4	5	60 175-0020-00590	\$1,872.47	25%	\$468.12	\$7.80
MORIN MARK & PATRICIA	5	5	60 175-0020-00630	\$1,872.47	25%	\$468.12	\$7.80
SCHLOTEC THOMAS	1	7	50 175-0020-00770	\$1,560.39	25%	\$390.10	\$7.80
MATTILA WILLIAM R	2	7	50 175-0020-00780	\$1,560.39	25%	\$390.10	\$7.80
MATTILA WILLIAM R	3	7	50 175-0020-00790	\$1,560.39	25%	\$390.10	\$7.80
US BANK	4	7	50 175-0020-00800	\$1,560.39	25%	\$390.10	\$7.80
OAKMAN JANICE & JAMES	5	7	66 175-0020-00810	\$2,059.71	25%	\$514.93	\$7.80

TOTALS 386 \$12,046.20 \$3,011.55

Centennial Drive		FRONT		PARCEL		PROJECT		REASONABLE	
NAME	LOT	BLOCK	FOOTAGE	COSE	COST	ASSESSMENT	ASSESSMENT	AMOUNT	COST
						RATE			PER
									FOOT
LINDHOLM LARRY R	1	1	106	175-0061-00010	\$3,653.20	75%		\$2,739.90	\$25.85
ZOLLAR JACK J	2	1	110.47	175-0061-00020	\$3,807.25	75%		\$2,855.44	\$25.85
KOCHAR JUSTIN J & TERESA L		13	147.9	175-0071-01246	\$5,097.25	75%		\$3,822.94	\$25.85

TOTALS 364.37 \$12,557.70 \$9,418.28

Unity Drive from Cty 7 to RR									
NAME	LOT	BLOCK	FRONT FOOTAGE	PARCEL COSE	PROJECT COST	ASSESSMENT RATE	REASONABLE ASSESSMENT AMOUNT	COST PER FOOT	
					\$129,380.50				
LEVASSEUR RICHARD W	1	1	140.71	175-0013-00010	\$5,229.24	10%	\$522.92	\$3.72	
KOSKI ROGER C	11	1	140.71	175-0013-00110	\$5,229.24	10%	\$522.92	\$3.72	
REIMER TRAVIS J	1	2	140.72	175-0013-00230	\$5,229.61	10%	\$522.96	\$3.72	
REIMER ANGELA J & TRAVIS J	11	2	140.72	175-0013-00370	\$5,229.61	10%	\$522.96	\$3.72	
KIMPLING GLEASON M & DONNA M	11	2	50	175-0013-00375	\$1,858.16	10%	\$185.82	\$3.72	
SECOND CHANCE MOTORS INC	1	1	140.71	175-0014-00010	\$5,229.24	10%	\$522.92	\$3.72	
MOE HAROLD M & DORIS	11	1	140.71	175-0014-00120	\$5,229.24	10%	\$522.92	\$3.72	
City of Mountain Iron	1	2	140.71	175-0014-00250	\$5,229.24	10%	\$522.92	\$3.72	
City of Mountain Iron	11	2	140.71	175-0014-00370	\$5,229.24	10%	\$522.92	\$3.72	
VANSOEST HOLDINGS LLC	1	2	150	175-0032-00060	\$5,574.49	10%	\$557.45	\$3.72	
A & L MOUNTAIN IRON LLC	2	2	150	175-0032-00070	\$5,574.49	10%	\$557.45	\$3.72	
A & L MOUNTAIN IRON LLC	3	2	150	175-0032-00080	\$5,574.49	10%	\$557.45	\$3.72	
MESABI FAMILY YMCA INC	4	2	90	175-0032-00090	\$3,344.69	10%	\$334.47	\$3.72	
MESABI FAMILY YMCA INC	4	2	60	175-0032-00095	\$2,229.79	10%	\$222.98	\$3.72	
MESABI FAMILY YMCA INC	5	2	304.45	175-0032-00100	\$11,314.35	10%	\$1,131.44	\$3.72	
MESABI FAMILY YMCA INC	6	2	332.66	175-0032-00110	\$12,362.73	10%	\$1,236.27	\$3.72	
Sky International		13	225	175-0071-01182	\$8,361.73	10%	\$836.17	\$3.72	
DULUTH WINNIPEG & PACIFIC RR		12	309.3	175-0071-01180	\$11,494.59	10%	\$1,149.46	\$3.72	
LW Anderson Properties		4	142.15	175-0071-01167	\$5,282.76	10%	\$528.28	\$3.72	
LW Anderson Properties	8	4	142.15	175-0071-01150	\$5,282.76	10%	\$528.28	\$3.72	
Duanes Marine	9	4	250	175-0071-01152	\$9,290.81	10%	\$929.08	\$3.72	
TOTALS			3481.41		\$129,380.50		\$12,938.05		

Enterprise Drive		FRONT	PARCEL	PROJECT	ASSESSMENT	REASONABLE	COST	
NAME	LOT	BLOCK	FOOTAGE	COSE	COST	RATE	ASSESSMENT	PER
							AMOUNT	FOOT
ZIEBART TIDY CAR	1	3	101.18	175-0032-00123	\$5,167.47	10%	\$516.75	\$5.11
PERPICH JON A & MARILYN	1	3	150	175-0032-00125	\$7,660.80	10%	\$766.08	\$5.11
AHO PARTNERSHIP	2	3	250	175-0032-00130	\$12,768.01	10%	\$1,276.80	\$5.11
NORRI RENTALS LLC	3	3	198.97	175-0032-00140	\$10,161.80	10%	\$1,016.18	\$5.11
NORRI RENTALS LLC	4	3	149.23	175-0032-00140	\$7,621.48	10%	\$762.15	\$5.11
KUJALA JOAN K	5	3	149.23	175-0032-00160	\$7,621.48	10%	\$762.15	\$5.11
FOX BRUCE & CAROL	6	3	149.23	175-0032-00170	\$7,621.48	10%	\$762.15	\$5.11
FOX BRUCE & CAROL	7	3	179.9	175-0032-00180	\$9,187.86	10%	\$918.79	\$5.11
L & M SUPPLY VIRGINIA INC	5	2	240	175-0049-00120	\$12,257.29	10%	\$1,225.73	\$5.11
CERNOHLAVEK RANDY	6	2	536.15	175-0049-00130	\$27,382.27	10%	\$2,738.23	\$5.11
NELSON LARRY K	7	2	68.84	175-0049-00140	\$3,515.80	10%	\$351.58	\$5.11
L & M SUPPLY VIRGINIA INC	5	4	484.03	175-0071-01087	\$24,720.39	10%	\$2,472.04	\$5.11
TOTALS			2656.76		\$135,686.12		\$13,568.61	

Heather Avenue Pavement									
North	SEC./	DESC./	FRONT	PARCEL	PROJECT	ASSESSMENT	REASONABLE	COST	
NAME	BLOCK	LOT	FOOTAGE	CODE	COST	RATE	ASSESSMENT	PER	
Peterson, Dale	13	NE/NW	670	175-0071-01235	\$ 39,910.00	50.00%	\$ 6,618.08	\$	9.88
KOCHAR JUSTIN J & TERE	13	NE/NW	330.5	175-0071-01246	\$ 6,529.18	50.00%	\$ 3,264.59	\$	9.88
Landicho, Petronile	13	NW/NW	220	175-0071-01250	\$ 4,346.20	50.00%	\$ 2,173.10	\$	9.88
Niska, Dean	13	NW/NW	450	175-0071-01255	\$ 8,889.96	50.00%	\$ 4,444.98	\$	9.88
Anderson, Tim	13	NW/NW	349.7	175-0071-01305	\$ 6,908.49	50.00%	\$ 3,454.24	\$	9.88
TOTALS			2020.2		\$ 39,910.00		\$ 19,955.00		

Heather Avenue Pavement									
South	SEC./	DESC./	FRONT	PARCEL	PROJECT	ASSESSMENT	REASONABLE	COST	
NAME	BLOCK	LOT	FOOTAGE	CODE	COST	RATE	ASSESSMENT	PER	
Nordeen, Warren	13	NW/NW	310.3	175-0071-01300	\$ 7,421.15	75.00%	\$ 5,565.86	\$	17.94
Seitz, Tom	13	SW/NW	250	175-0071-01310	\$ 5,979.01	75.00%	\$ 4,484.26	\$	17.94
Chad, Dan	13	SW/NW	420	175-0071-01311	\$ 10,044.74	75.00%	\$ 7,533.56	\$	17.94
Skinner, Dale	13	SW/NW	66	175-0071-01345	\$ 1,578.46	75.00%	\$ 1,183.84	\$	17.94
RGGS Land & Minerals	13	SE/NW	702.5	175-0071-01350	\$ 16,801.03	75.00%	\$ 12,600.77	\$	17.94
Luzovich, William	13	NE/NW	165	175-0071-01245	\$ 3,946.15	75.00%	\$ 2,959.61	\$	17.94
Lindhom, Larry	1		66	175-0061-00010	\$ 1,578.46	75.00%	\$ 1,183.84	\$	17.94
TOTALS			1979.8		\$ 47,349.00		\$ 35,511.75		

COUNCIL LETTER 101909-VIB

ADMINISTRATION

RESOLUTION NUMBER 47-09

DATE: October 14, 2009

FROM: Craig J. Wainio
City Administrator

Resolution Number 47-09 Authorized the issuance of a General Obligation Revenue Note for the Waste Water Treatment Plant upgrades. This project is being financed through the State of Minnesota's Public Facilities Authority. By going through the PFA the City was able to receive the excellent interest rate of 2.248%.

It is recommended that the City Council adopt Resolution Number 47-09 as presented.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 47-09

AUTHORIZING THE ISSUANCE AND SALE OF A \$599,250 GENERAL OBLIGATION REVENUE NOTE, SERIES 2009, AND PROVIDING FOR ITS PAYMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Mountain Iron, St. Louis County, Minnesota (the "Issuer"), as follows:

Section 1. Authorization and Sale of Note.

1.01. Findings. It is found and determined to be necessary and in the best interest of the Issuer, the residents of the Issuer and the environment to rehabilitate various components of the Issuer's wastewater treatment plant, including installation of an automatic fine screen, replacement of final clarifier equipment and installation of a new scum pump station (the "Project").

1.02. Note for Capital Improvements to Utility. It is further found and determined to be necessary and in the best interest of the Issuer and the residents of the Issuer to sell and issue a general obligation revenue note of the Issuer to the Minnesota Public Facilities Authority in the amount of \$599,250 to finance a portion of the Project, all pursuant to Minnesota Statutes, Chapter 475 and Sections 115.46 and 444.075, and subject to execution by the Authority and State of Minnesota of a project loan agreement as further described below.

1.03. Issuance and Sale of Note. The Issuer authorizes the issuance and sale of its \$599,250 General Obligation Revenue Note, Series 2009 (the "Note"), in substantially the form attached hereto as Attachment A to finance the Project, to the Minnesota Public Facilities Authority (the "Lender") pursuant to a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement, between the Lender and the Issuer, in substantially the form presented to the Council and on file in the office of the Administrator (the "Loan Agreement"), which is authorized and approved and incorporated by reference.

Section 2. Execution and Delivery of Note and Loan Agreement.

2.01. Terms. The Note to be issued hereunder shall be dated as of the date of issuance, shall be issued in the principal amount of \$599,250, in fully registered form and lettered and numbered R-1. Principal payments shall be made in the respective years and amounts set forth on Exhibit A to the Note.

2.02. Execution. The Note and the Loan Agreement shall be prepared for execution in accordance with the approved forms and shall be signed by the manual signature of the Mayor and attested by the manual signature of the Administrator, as clerk-treasurer of the Issuer. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

2.03. Note Register. The Issuer will cause to be kept at its offices a register in which, subject to such reasonable regulations as the Issuer may prescribe, the Administrator shall provide for the

registration of transfers of ownership of the Note. The Note shall be initially registered in the name of the Lender and shall be transferable upon the register by the Lender in person or by its agent duly authorized in writing, upon surrender of the Note, together with a written instrument of transfer satisfactory to the Administrator, duly executed by the Lender or its duly authorized agent.

2.04. Delivery. Delivery of the Note shall be made at a place mutually satisfactory to the Issuer and the Lender. The Note shall be furnished by the Issuer without cost to the Lender. The Note, when prepared in accordance with this Resolution and executed, shall be delivered to the Lender by and under the direction of the Administrator. Disbursement of the proceeds of the Note shall be made pursuant to the Loan Agreement.

2.05. Loan Agreement to Govern. In the event of an inconsistency between a provision of this Resolution and a provision of the Loan Agreement, the provision of the Loan Agreement shall govern.

Section 3. Accounts and Tax Levies.

3.01. Sewer Fund. The Issuer will continue to operate its Sewer Fund (the "Fund") in accordance with Minnesota Statutes, Section 444.075, to which shall be credited all gross revenues of the Issuer's wastewater utility (the "Utility"), and out of which will be paid all normal and reasonable expenses of current operations of the Utility. There are created in the Fund the following accounts: the 2009 State Public Facilities Authority Note Construction Account (the "Construction Account") and the 2009 State Public Facilities Authority Note Debt Service Account (the "Debt Service Account") which shall be separate restricted accounts in the Fund.

3.02. Construction Account. Each disbursement of proceeds of the Note which is received pursuant to the terms of the Loan Agreement shall be credited to the Construction Account. Monies on deposit in the Construction Account shall be used from time to time to pay the capital costs of the Project, including but not limited to costs of planning, engineering, legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Note, as such payments become due. Upon completion of the Project, any amounts left in the Construction Account shall be transferred to the Debt Service Account.

3.03. Debt Service Account. The money in the Debt Service Account shall be used for no purpose other than the payment of principal and interest on the Note and other notes similarly authorized; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Administrator shall pay the same from any other funds of the Issuer and said funds shall be reimbursed for such advance from the Debt Service Account when a sufficient balance is available therein. The Issuer further irrevocably appropriates to the Debt Service Account for payment of the principal of and interest on the Note:

(a) any revenues of the Utility available in the Fund after payment in full of normal and reasonable expenses of current operations of the Utility which balances are deemed net revenues solely to the extent allocated to pay the principal of and interest on the Note when due; the portion of such payments allocated to the Note shall be transferred to the Debt Service Account no later than the last business day of the month in which such payments are received;

(b) all sums collected from the taxes, if any, extended and assessed under the provisions of Section 3.05;

(c) all income and gain from investment of the Debt Service Account;

(d) any special assessments levied or to be levied against property specially benefited by the Project, and interest thereon (the "Special Assessments"); and

(e) any funds remaining in the Construction Account after completion of the Project and payment of the costs thereof.

3.04. No Tax Levy. The full faith and credit and taxing powers of the Issuer are irrevocably pledged for the prompt and full payment of the principal of and interest on the Note, as such principal and interest respectively become due. However, the monies and payments appropriated to the Debt Service Account in Section 3.03 hereof are estimated to be not less than five percent in excess of the principal of and interest on the Note when due, and accordingly, no tax is levied at this time.

3.05. General Obligation Pledge. In the event the monies and payments appropriated to the Debt Service Account in Section 3.03 hereof are insufficient to pay principal of and interest on the Note as the same become due, the Issuer is required by law and by contract with the holder of the Note and obligates itself to levy and cause to be extended, assessed and collected any additional taxes found necessary for full payment of the principal of and interest on the Note.

3.06. Investments. Subject to the requirements of Section 7 of this Resolution, monies on deposit in the Construction Account and the Debt Service Account may, at the discretion of the Administrator, be invested in any securities permitted by Minnesota Statutes, Chapter 118A and in accordance with resolutions of the Issuer; provided, however, such investments shall mature at such times and in such amounts as will permit payments by the Issuer for authorized purposes, when due.

Section 4. Registration of Note with County Auditor.

The Administrator or his designee is directed to file with the County Auditor of St. Louis County, Minnesota, a certified copy of this Resolution, together with such other information as the County Auditor may desire concerning the Note and obtain from the Auditor a certificate that the Note has been entered on the Auditor's register. If any taxes are required to be levied under Section 3.04 hereof, the County Auditor will assess and extend each year the amount, or the reduced amount certified by the Administrator. The County Auditor will certify to the Administrator the assessed valuation of taxable property within the Issuer each year, and may each extend and assess the full amount of the taxes to be levied that the Administrator computes and certifies to the County Auditor.

Section 5. Authentication of Note Transcript.

5.01. Official Proceedings. The officers of the Issuer and the Auditor of St. Louis County, Minnesota, are authorized and directed to furnish to the Lender certified copies of proceedings and information in their official records relevant to the authorization and issuance of the Note and the execution and delivery of the Loan Agreement, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and security of the Note, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations and recitals of the Issuer as to the correctness of all facts stated therein and the completion of all proceedings stated therein to have been taken.

5.02. Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things

and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Covenants. The Council covenants and agrees with the holders of the Note that so long as any payments under the Note remain outstanding and unpaid, they will keep and enforce the following covenants and agreements:

(a) The Issuer will continue to maintain and efficiently operate the Utility or continue to cause the Utility to be maintained and efficiently operated as a public utility and convenience free from competition of other like utilities, and will cause all revenue therefrom to be deposited in bank accounts and credited to the Fund and accounts therein as herein above provided, and will make or authorize no expenditures from those funds and accounts except for a duly authorized purpose and in accordance with this Resolution.

(b) The Issuer will also maintain or cause to be maintained the Debt Service Account as a separate account in the Fund and will cause monies to be credited thereto from time to time out of net revenues from the Utility, in sums sufficient to pay principal and interest on the Note and obligations similarly authorized when due.

(c) The Issuer will keep and maintain or cause to be kept and maintained proper and adequate books and records of accounts separate from all the records of the Issuer in which will be complete and correct entries as to all transactions relating to the Utility and which shall be open to inspection and copying in accordance with the Loan Agreement by the Lender or the Lender's agent or attorney at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor and said account shall be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to the Lender in accordance with the requirements of the Loan Agreement.

(d) The Issuer will cause persons handling revenues of the Utility to be bonded in reasonable amounts for the protection of the Issuer and the Lender, and will cause the funds collected on account of the operations of the Utility to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Issuer will keep the Utility insured or cause the Utility to be insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing in such amounts as are customary for like plants to protect the Lender and the Issuer from any loss due to such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The Issuer and each and all of its officers will punctually perform all duties of reference to the Utility as required by law.

(g) The Issuer will impose and collect charges or cause the imposition and collection of charges of the nature authorized by Minnesota Statutes, Sections 115.46 and 444.075 at the times and in the amounts required, along with the monies and payments appropriated to the Debt Service Account in Section 3.03 hereof, to produce net revenues adequate to pay all principal and interest when due on the Note, and to create and maintain such reserves securing said payments as may be provided in this Resolution.

Section 7. Tax Covenants.

7.01. Covenants with Respect to the Lender's Bonds. The Issuer agrees to cooperate with the Lender as necessary to maintain the tax-exempt status of any bonds issued by the Lender either to fund the Note or which are secured by the Note (the "Bonds"). The Issuer specifically agrees:

(a) Any sums from time to time held by or under the control of the Issuer which would constitute "gross proceeds" of the Bonds ("Gross Proceeds"), as defined in the Internal Revenue Code of 1986, as amended, and the regulations in effect with respect thereto (the "Code") shall not be invested at a yield in excess of the applicable yield on the Bonds. Disbursements of proceeds of the Note shall not be reinvested by the Issuer. In addition, said Gross Proceeds shall not be invested in obligations or deposits issued, guaranteed or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) The Issuer covenants not to use the Project or to cause or permit it or any of it to be used, or to enter into any deferred payment arrangements for the cost of such Project, in such a manner as to cause any Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

(c) With respect to any Gross Proceeds, the Issuer shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code and the interest on any Bonds, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

(d) The Issuer shall comply with such instructions as may be provided from time to time by the Lender with respect to gross proceeds of Bonds.

7.02. Covenant Regarding Tax-Exempt Status of the Note. The Issuer covenants and agrees with the Lender that the Issuer will (i) take all action on its part necessary to cause the interest on the Note to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Note and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Note to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Note and investment earnings thereon on certain specified purposes.

7.03. Covenant as to Yield Restriction. No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal and interest to become due on the Note) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

7.04. Arbitrage Rebate Exemption. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Issuer finds, determines and declares:

- (a) the Issuer is a governmental unit with general taxing powers;
- (b) the Note is not a "private activity bond" as defined in Section 141 of the Code;
- (c) 95% or more of the net proceeds of the Note is to be used for local governmental activities of the Issuer; and
- (d) the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Note is issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

7.05. Bank Qualified Obligations. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

- (a) the Note is not a "private activity bond" as defined in Section 141 of the Code;
- (b) the Issuer designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Note is issued will not exceed \$30,000,000; and
- (d) not more than \$30,000,000 of obligations (other than certain qualified refunding obligations, which are not taken into account) will be issued by the Issuer during the calendar year in which the Note is issued have been designated for the purposes of Section 265(b)(3) of the Code.

DULY ADOPTED BY THE CITY COUNCIL THIS 19th DAY OF OCTOBER, 2009.

ATTEST:

Mayor Gary Skalko

City Administrator

ATTACHMENT A
FORM OF GENERAL OBLIGATION REVENUE NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

CITY OF MOUNTAIN IRON, MINNESOTA

GENERAL OBLIGATION REVENUE NOTE, SERIES 2009

R-1

Rate: 2.248%

\$599,250

Date of Note: _____, 2009
Final Maturity Date: August 20, 2029

FOR VALUE RECEIVED, the City of Mountain Iron, St. Louis County, Minnesota, a duly organized and existing municipal corporation and political subdivision of the State of Minnesota (the "Issuer"), and whose office address is 8586 Enterprise Drive South, Mountain Iron, Minnesota 55768-8260, for value received, promises to pay to the MINNESOTA PUBLIC FACILITIES AUTHORITY, its successors or registered assigns (the "Lender") at its offices in St. Paul, Minnesota, or such other place as the Lender may designate in writing, the principal sum of FIVE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$599,250), or such portion thereof as is disbursed to the Issuer (the "Loan"), pursuant to the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement between the Issuer and the Lender dated September 30, 2009 (the "Loan Agreement").

The principal of this Note must be repaid in the amounts and on the dates set forth in the schedule attached hereto as Exhibit A (notwithstanding the rate of disbursement of the principal hereof), subject to adjustment as provided in the Loan Agreement, together with interest and services fees collectively at the annual rate set forth above, for the period starting on the date set forth above through the date on which no principal remains unpaid, provided, however, that interest and service fees shall accrue only on the aggregate amount of the principal disbursed and outstanding hereunder. The entire outstanding principal balance and interest and service fees thereon, if not sooner paid, must be paid in full on the final maturity date set forth above. As provided in Section 1.4 of the Loan Agreement, Exhibit A hereto may be revised and replaced in its entirety, which replacement shall govern the dates and amounts of payments due hereunder.

Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft mailed five (5) business days prior to the due date directly to the registered owner hereof shown on this Note registration records maintained by the Issuer, without, except for the final payment of principal on this Note, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The final principal payment shall be made upon presentation and surrender of this Note when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the Issuer are irrevocably pledged.

This Note is issued by the Issuer pursuant to the authority contained in Minnesota Statutes, Chapter 475 and Sections 115.46 and 444.075, and all other laws thereunto enabling, and pursuant to an

Attachment A – Page 1

authorizing resolution adopted by the Issuer on October 19, 2009 (the "Resolution"), for the purpose of rehabilitation of various components of the wastewater treatment plant, including installation of an automatic fine screen, replacement of final clarifier equipment and installation of a new scum pump station.

This Note is subject to redemption at the option of the Issuer, in whole or in part on such dates and at such prices and upon such other terms as are specified in the Loan Agreement.

This Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the office of the Issuer duly endorsed and accompanied by a written instrument of transfer in form satisfactory to the Issuer and executed by the registered owner hereof or the owner's attorney duly authorized in writing. The Issuer may deem and treat the person in whose name this Note is last registered upon the books of the Issuer, with such registration noted on this Note, as the absolute owner hereof for the purpose of receiving payment of or on account of the principal balance, redemption price or interest and for all other purposes; all such payments so made to the registered holder or upon the order thereof shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and the laws of the State of Minnesota to be done and to exist precedent to and in the issuance of this Note in order to make it a valid and binding general obligation of the Issuer in accordance with its terms have been done and do exist in form, time, and matter as so required; that all revenues received in payment of debt service cost allocations for this Note are irrevocably pledged and appropriated to the 2009 State Public Facilities Authority Note Debt Service Account established in the Resolution to pay when due the principal of and interest on this Note and obligations similarly authorized as provided in the Resolution; that, if needed to pay such principal and interest, the Issuer is required to levy ad valorem taxes on all taxable property in the Issuer, and such taxes may be levied without limitation of rate or amount; and that the issuance of this Note does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation.

Additional provisions of this Note are contained in the Loan Agreement and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the manual signatures of its Mayor and Administrator.

(Form – No Signature Required)

Mayor

Attest:

(Form – No Signature Required)

Administrator

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the City of Mountain Iron, Minnesota, in the names of the holders last noted below.

Date of Registration	Name and Address of Registered Owner	Signature of Administrator
_____, 2009	State of Minnesota Public Facilities Authority 1 st National Bank Bldg., Suite E200 322 Minnesota Street St. Paul, Minnesota 55101-1351 Federal Tax I.D. No.: 41-6007162	<i>(Form-No Signature Required)</i>

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ the within Note and all rights thereunder, and irrevocably constitutes and appoints _____ attorney to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

The Administrator will not effect transfer of this Note unless the information concerning the assignee requested below is provided.

Name and Address:

Taxpayer Identification No.: _____

EXHIBIT A

MN Public Facilities Authority

Exhibit A
Loan Amortization Schedule

Clean Water Revolving Fund

Mountain Iron, City of
MPPA-09-0012-R-FY10

funding dates / amounts:

599,250.00

Loan date:

Accrual date: immediate

Rate: 2.248%

final loan amount: 599,250.00

Date	Effective	Source	Disbursement	Repayment	Interest	Principal	Loan Balance	Annual D.S.
projected	10/28/09		599,250.00				599,250.00	
	02/20/10			4,191.02	4,191.02		599,250.00	
	08/20/10			30,985.57	6,735.57	24,250.00	575,000.00	35,176.59
	02/20/11			6,463.00	6,463.00		575,000.00	
	08/20/11			31,463.00	6,463.00	25,000.00	550,000.00	37,926.00
	02/20/12			6,182.00	6,182.00		550,000.00	
	08/20/12			31,182.00	6,182.00	25,000.00	525,000.00	37,364.00
	02/20/13			5,901.00	5,901.00		525,000.00	
	08/20/13			31,901.00	5,901.00	26,000.00	499,000.00	37,802.00
	02/20/14			5,608.76	5,608.76		499,000.00	
	08/20/14			31,608.76	5,608.76	26,000.00	473,000.00	37,217.52
	02/20/15			5,316.52	5,316.52		473,000.00	
	08/20/15			32,316.52	5,316.52	27,000.00	446,000.00	37,633.04
	02/20/16			5,013.04	5,013.04		446,000.00	
	08/20/16			32,013.04	5,013.04	27,000.00	419,000.00	37,026.08
	02/20/17			4,709.56	4,709.56		419,000.00	
	08/20/17			32,709.56	4,709.56	28,000.00	391,000.00	37,419.12
	02/20/18			4,394.84	4,394.84		391,000.00	
	08/20/18			33,394.84	4,394.84	29,000.00	362,000.00	37,789.68
	02/20/19			4,068.88	4,068.88		362,000.00	
	08/20/19			33,068.88	4,068.88	29,000.00	333,000.00	37,137.76
	02/20/20			3,742.92	3,742.92		333,000.00	
	08/20/20			33,742.92	3,742.92	30,000.00	303,000.00	37,485.84
	02/20/21			3,405.72	3,405.72		303,000.00	
	08/20/21			34,405.72	3,405.72	31,000.00	272,000.00	37,811.44
	02/20/22			3,057.28	3,057.28		272,000.00	
	08/20/22			34,057.28	3,057.28	31,000.00	241,000.00	37,114.56
	02/20/23			2,708.84	2,708.84		241,000.00	
	08/20/23			34,708.84	2,708.84	32,000.00	209,000.00	37,417.68
	02/20/24			2,349.16	2,349.16		209,000.00	
	08/20/24			35,349.16	2,349.16	33,000.00	176,000.00	37,698.32
	02/20/25			1,978.24	1,978.24		176,000.00	
	08/20/25			35,978.24	1,978.24	34,000.00	142,000.00	37,956.48
	02/20/26			1,596.08	1,596.08		142,000.00	
	08/20/26			35,596.08	1,596.08	34,000.00	108,000.00	37,192.16
	02/20/27			1,213.92	1,213.92		108,000.00	
	08/20/27			36,213.92	1,213.92	35,000.00	73,000.00	37,427.84
	02/20/28			820.52	820.52		73,000.00	
	08/20/28			36,820.52	820.52	36,000.00	37,000.00	37,641.04
	02/20/29			415.88	415.88		37,000.00	
	08/20/29			37,415.88	415.88	37,000.00		37,831.76
totals			599,250.00	748,068.91	148,818.91	599,250.00		748,068.91

Weighted avg maturity (assuming issue date of 10/28/09): 11.05 years

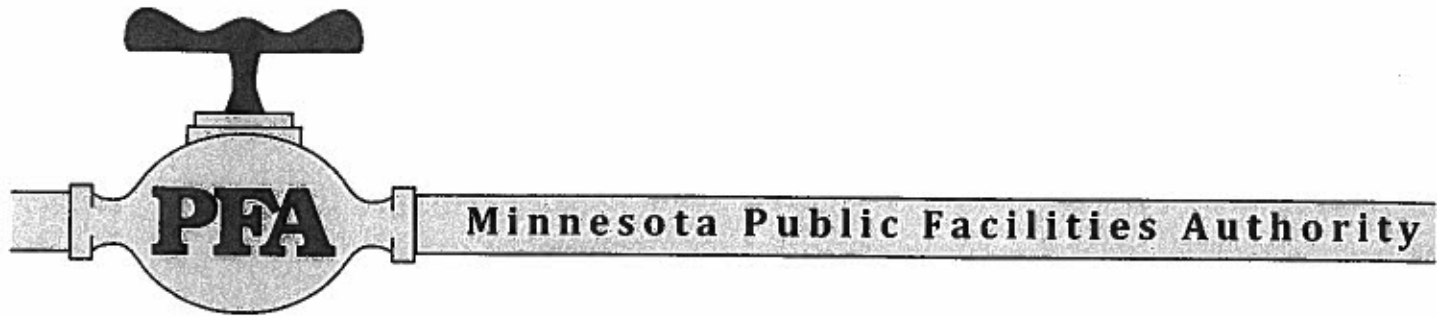
Estimated interest savings: \$99,295

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

I, Craig Wainio, the duly qualified and acting Administrator of the City of Mountain Iron, Minnesota, certify that I am the official custodian of the records of the Issuer, and that I have compared the attached copy with the original records of the Issuer, and that it is a true and correct transcript taken from the records of the proceedings of the special meeting of the Council, held at the City of Mountain Iron, Minnesota, on October 19, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of October, 2009.

Craig Wainio, Administrator



October 5, 2009

The Honorable Gary Skalko
Mayor, City of Mountain Iron
8586 Enterprise Dr S
Mountain Iron, MN 55768-8260

Dear Mayor Skalko:

I am pleased to inform you that the City of Mountain Iron's application for a Minnesota Public Facilities Authority (Authority) loan was approved on September 30, 2009. The Authority's financing package consists of a \$599,250 Clean Water Revolving Fund 20-year term loan with an interest rate of 2.248 percent.

We conservatively estimate that the Authority's financing will save local taxpayers approximately \$99,295 in interest costs compared with the City of Mountain Iron issuing a general obligation bond at current market rates to finance the project.

The loan award is contingent upon our receipt of the City of Mountain Iron's general obligation bond and related certifications. The loan agreement for the project will be sent to you shortly.

The City of Mountain Iron is to be congratulated for its successful application and its financial commitment to improve the quality of wastewater.

If you have any questions about the Authority's financing to the City of Mountain Iron or about the Authority's programs in general, please feel free to contact Nancy Johnson, your program representative, at 651/259-7467.

Sincerely,

Dan McElroy, Chair
MN Public Facilities Authority

C: Bill Dunn, Pollution Control Agency

Minnesota Public Facilities Authority

1st National Bank Building • 332 Minnesota St., Suite E200 • Saint Paul, MN 55101-1351 • USA
651-259-7469 • 800-657-3858 • Fax: 651-296-8833 • TTY/TDD: 651-296-3900

www.positivelyminnesota.com/Community/assistance/pfa.htm

An equal opportunity employer and service provider

To: City of Mt. Iron
Fr: Mesabi Humane Society
Da: 14 October 09
Re: FY2010 Contract

Attached please find a copy of your FY2010 contract with the Mesabi Humane Society. Be advised that, due to the current economic climate, the Society will not be increasing contract rates to Local Government Agencies within our existing service area.

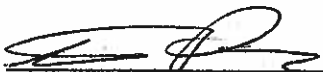
The Mesabi Humane Society provides three types of services to communities. Services include animal control, sheltering, and placing pets into new homes or reuniting them with their owners. The enclosed materials define the type of services your community receives from our organization.

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. The return of your 2010 contract with the Mesabi Humane Society would be much appreciated.

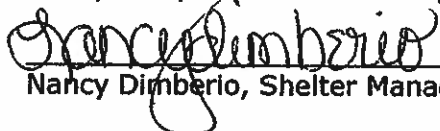
We trust that you will renew your Animal Control Services contract with us. In doing so, please sign and return one of the attached contracts to the Mesabi Humane Society by December 1, 2009.

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

Sincerely your,



Tanaya Perpich, Finance Manager



Nancy Dimberio, Shelter Manager

Attachment

The Mesabi Humane Society Provides the Following Animal Control Services to Municipalities:

1. The Animal Control Officer patrols the Municipality several times each week throughout the year.
2. The Animal Control Officer responds to calls from citizens within the Municipality throughout the year. In some cases, the responses are resolved over the telephone or by making special trips to the Municipality to retrieve an animal or locate the owner of stray animals within neighborhoods.
3. The Animal Control Officer rescues abandoned, neglected, and stray/lost domestic animals within the Municipality.
4. The Animal Control Officer helps trap animals (such as feral cats) and removes them from neighborhoods.
5. The Animal Control Officer helps to re-locate lost pets with their owners.
6. The Animal Control Officer upholds the animal ordinances of the Municipality.
7. An 'On Call' Animal Control Officer is available to Municipalities after regular business hours Monday through Friday and weekends. The 'On Call' officer is available to address emergency situations (defined as life threatening).
8. The Animal Control Officer assists local law enforcement in emergency situations.
9. The Animal Control Officer rescues abandoned, neglected, lost/stray domestic animals.

The Mesabi Humane Society Provides the Following Services for Sheltered Animals:

1. Animals are housed at the shelter until they are either re-located with their owners or adopted into a new home.
2. Animals are provided with shelter, vaccinations, vet checks, grooming, exercise, and multiple daily feedings until they are either re-claimed by their owner or adopted into a new home.
3. The MHS pays for veterinary care if an animal's health is in jeopardy.
4. With the exception of age, health, or time constraints, all animals are spay or neutered while housed at the MHS shelter. If an exception occurs, the MHS provides patrons with a \$25 rebate once the newly adopted pet is altered.
5. Behaviorists are retained if an animal is in need of training due to temperament. Animals are not adopted until their behavior has been re-trained.
6. Animals are placed within Foster Care Homes, when necessary, if they are in need of special care due to surgery or temperament.
7. Euthanasia when recommended by a veterinarian and predicated by age, health, and/or temperament issues.

The Mesabi Humane Society Provides the Following Means for Re-Locating Animals with Their Owners or Promoting Adoptions by Our Patrons:

1. Animal's are advertised for adoption through various media sources including the weekly Mesabi Daily News 'Pet of the Week' article; the Society's daily television program entitled "Heartbeats At Our Feet"; and the Society's website.
2. Senior citizens (age 60+) are provided with a \$50 discount on pets which they adopt. This program is sponsored by the Pets for the Elderly Foundation.

CONTRACT FOR SERVICE

This contract, made and entered into this 1st day of January, 2010 by and between the Mesabi Humane Society, Range Animal Shelter, 2305 Southern Drive, Virginia, MN 55792, referred to as the Mesabi Humane Society, and the City of 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, 2010 through December 31, 2010 to be reviewed for revisions by both parties on yearly intervals in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

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 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 9:00 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 after business hours, the Municipality agrees to pay for the emergency veterinary billing. Once located, the Municipality may, at their discretion, transfer all incurred veterinary costs to the owner of the animal.

Upon placement within the shelter or foster care home, the Mesabi Humane Society agrees to assume the cost associated with the animal's well-being and care as defined by the veterinarian. The veterinarian and Society will retain the right to define the needs of the animal.

V. COMPENSATION

The Municipality shall pay the Mesabi Humane Society \$1,500.00 per month for animal services. Payments are due by the first of each month for the ensuing period of service. (i.e. January, 2010 services are to be paid on January 01, 2010). 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 \$600,000 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: Clare M Keel

BY: _____

TITLE: Board Chair

TITLE: _____

DATE: 10/12/2009

DATE: _____



Virginia, Eveleth, Mt. Iron, Gilbert and surrounding business communities
403 First Street North
Virginia, MN 55792
(218) 741-2717 (218) 749-4913 Fax

Mayor Gary Skalko
Mountain Iron City Hall
8586 Enterprise Drive South
Mountain Iron MN 55768

September 30, 2009

Dear Mayor and Councilors:

Please consider this request to remit the council approved 2009 Mineview in the Sky appropriation in the amount of \$2500.00.

On behalf of the Laurentian Chamber Board of Directors, thank you for your partnership and continued interest in our Tourist Information Center. Your assistance is greatly appreciated.

Sincerely,

Jim Currie
President



**United Way
of Northeastern MN**

October 14, 2009

City Council Members
City of Mt. Iron
8586 Enterprise Drive S.
Mt. Iron, MN 55786

Dear Council Members:

Thurs, April 29

We are writing to request the use of the Mt. Iron Community Center with waived fees for our upcoming event "Taste of the Range" on ~~Friday, April 24th~~ *Thurs, April 29*. Our plan is to allow guests to sample foods from area restaurants across the Iron Range while bidding on our live and silent auction packages we will have to offer. Our first order of business is securing a site for this new and updated event used to raise money for our "Forever Fund". We hope you'll consider our request for waived fees at this time.

If you have any questions please feel free to contact me at 218-966-1998.

Sincerely,


Shelley Valentini
Executive Director

**BE THE CHANGE YOU WANT TO SEE IN THE WORLD~
GIVE. ADVOCATE. VOLUNTEER.**

**The United Way of NE MN "Forever Fund" was created in 1998 through the generosity of Katherine "Katie" Ware, a long time resident of Virginia, MN, who left our organization a \$411,000 gift upon her passing. To make the most meaningful impact with her gift an endowment (Forever Fund) was created to help strengthen families and care for our own in a more permanent way.*

2009-2010 Board of Directors

Mark Bakk	Lake Country Power
Jennifer Beck	Cliffs Shared Service
Butch Blight	United Taconite/Local
Linda Bolf	US Bank
OJ Bottoms	Ryan Kasner Blalke
Scott Coleman	U.S. Steel MN Ore Op
Mike Glissman	General Electric Con
Tom Jamar	Jasper Engineering
Roger Johnson	First Covenant Church
Marci Knight	American Bank
Dan Kotnik	USSKeetac/Local 261
Kaye Krtinich	Retired-Hibbing Daily
Lori Lyman	Boise Paper
Jon Maki	ArcelorMittal Minor
Melissa Martinie	United Taconite
Rob Marwick	Queen City Federal
Linda Myklebust	Retired-Queen City F
Ken Ness	Delta Airlines
Terri Nystrom	Delta Dental
Shannon Plombon	Security State Bank
Lainie Plotnik	Minnesota Power
Shelley Robinson	Range Center
Shannon Roche	Chisholm Chamber
Walt Rockstad	Delta Airlines
Joe Scipioni	PolyMet Mining
Galen Twite	Mesabi Nugget
Lisa Vesel	Fairview Range
James Vukad	USS Minntac/Local
Jeff Walters	Hibtac/Local 2705
Kathy Wiltse	USS Minntac/Local
Tony Zika	ArcelorMittal/Local
Tony Zupancich	Delta Airlines

229 West Lake Street

Chisholm, MN 55719

218-254-3329

www.unitedwaynemn.org

LIVE UNITED

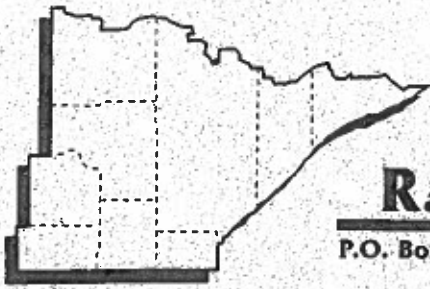
COUNCIL LETTER 101909-IX
NEGOTIATIONS COMMITTEE
CLOSED MEETING

DATE: October 14, 2009
FROM: Negotiations Committee
Craig J. Wainio
City Administrator

The City Council may enter into a Closed Meeting to discuss contract negotiations strategies with AFSCME Local Union #453.

COMMUNICATIONS

1. Range Assoc. of Municipalities and Schools, a memo concerning the upcoming legislative session.



One Range...One Voice

Range Association of Municipalities and Schools

P.O. Box 705, Buhl, MN 55713

PHONE (218) 258-3216

FAX (218) 258-3217

To: All RAMS Members and Associate Members

From: Ron Dicklich, Executive Director, RAMS

Subject: Upcoming legislative Session

The start of the 2010 Legislative Session is February 4th. That sounds like a long way off, but for us it seems to be very near. The Rams Executive Board is in the process of putting together our 2010 Legislative agenda and preparing the 2010 Budget as well as the Annual meeting.

I don't need to tell you how serious the Session will be after what happened last year with Governor Pawlenty's Unallotment which had a negative effect on all levels of local government and education. The challenge will be very overwhelming as the Governor basically took over the Legislative function as well as the Executive function of Government. To help us prepare we need you to send to us your legislative issues and concerns so that we can include those in our agenda and try to help you achieve those initiatives by working with our Legislators for your issues. There will be a Bonding Bill this year and we have projects that have been brought to us to work on. We will work on yours as well if you let us know so that we can include them with our list. Most of us have the same issues like LGA, Taconite Tax Aid and Education Aids. We are always working on those, but sometimes there are issues that are different and not shared by all that we can work on as well.

As times for local government get tougher, I know there are other Local government or education groups that are out trying to increase membership to bring in new income. I do not have any negative comments about these groups. I do want to state though that RAMS is a unique organization. Its boundaries are defined by law and it is the only group that represents Cities, Townships, School Districts and Higher Education Initiatives. When the \$10 million Taconite offset was restored to Iron Range Cities, it was RAMS that was there at 5:00 in the morning with our legislators when the Republicans finally gave in. Other groups had it as part of their agendas but our legislators and RAMS got the Senate leadership to stay 5 hours longer to make sure we got our \$10 million back. I would also like to add that other groups do not work behind the scenes like RAMS does to help Iron Range schools receive \$4 million for vocational and technical programs, or get MnSCU and the University of Minnesota to begin delivering 4-year Engineering Degrees to the Iron Range which puts in motion the process for a 4 year Campus on the Mesabi Range. Neither are they involved with the Lung Health Partnership with the University of Mn. to study the cause and effect of Mesothelioma. This study plays an integral role in the health of our residents and the future of our core industry. I serve as Co-Chair of that group because it is so very important and as always, since 1939, RAMS is a player in every major project and initiative. That is why RAMS is at every important hearing concerning Steel, Copper Nickel and Power Plants. Testifying if necessary so that we can have a future for our children. I have never seen any other municipal or education group at those hearings.

In conclusion, all the things we do are because of you and your support. Any group is only as effective as its member's participation. We are there to do the work, but we need your support. In fact I am proud to say that the financial support you give is at the same level it was since 2001. That level was set before I took over and has not been, nor will it be increased this year as well. I would challenge anyone to check if other organizations can make the same claim. RAMS is involved in all aspects of our society not just to send reports. We appreciate your past and future support. Please help our Executive Board in establishing our Legislative initiatives. To call: 218-258-3216, or send: Box 705 Buhl, Mn. 55713. Thank you!