

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, OCTOBER 21, 2013 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. October 7, 2013, Regular Meeting (#1-19)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications (#48-50)
- III. Public Forum
 - A. Advocates for Family Peace (#20-22)
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. Accumulated Sick Leave (#23)
 - C. Public Works Director's Report
 - D. Sheriff's Department Report
 - 1. Monthly Statistics (#24)
 - E. City Engineer's Report
 - F. City Attorney's Report
 - G. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 37-13 Approving Premise Permit (#25-30)
 - B. Resolution Number 38-13 Setting A Public Hearing (#31-33)
 - C. Contractor Safety Policy (#34-39)
 - D. Audit Proposal (#40-47)
- VII. Communications (#48-50)
- VIII. Announcements
- IX. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
OCTOBER 7, 2013

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Tony Zupancich, Alan Stanaway, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Clark, Municipal Services Secretary; Michael Downs, Director of Public Works; Rod Flannigan, City Engineer; Sally Peterangelo, Librarian; and John Backman, Sergeant.

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

1. Add the following to the agenda:
 - VI. E. Requests for Donations-Festival of Trees and Mountain Iron-Buhl Cross Country Team
2. Approve the minutes of the September 16, 2013, regular meeting as submitted.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period September 16-30, 2013, totaling \$609,788.61, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period September 16-30, 2013, totaling \$516,355.20, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

At 6:32 p.m., it was moved by Zupancich and seconded by Tuomela to recess the regular meeting and open the public hearing on the County Road 7 Water Improvements. The motion carried.

The City Administrator reviewed the project and the proposed assessments on the improvements.

During the public hearing, Larry Lindholm, representing RGGGS, spoke and confirmed the payment procedure being 30 days interest free from the day of adoption.

At 6:35 p.m., it was moved by Zupancich and seconded by Tuomela to adjourn the public hearing and reconvene the regular meeting. The motion carried.

The Mayor reported on the following:

- Unity Drive. The street should be completed, with a base coat, by the end of October, with the final top coat being completed in the Spring.

- Sidewalk Project. The sidewalk projects in the Old Downtown area and on Enterprise Drive South are progressing and should be completed.
- Recognitions. 2013 Mountain Iron-Buhl Football Hall of Fame inductees: Doug Rossi, Mountain Iron Class of 52; Dick Laverseur Mountain Iron Class of 62; Walt Stockey, Mountain Iron Class of 67; Chuck Niskanen, Mountain Iron Class of 71; Scott Ellis, Buhl Class of 73; Steve Lapatka, Mountain Iron Class of 73; and Matt Wiitala, Mountain Iron-Buhl Class of 2000.

It was moved by Zupancich and seconded by Tuomela to approve the contract for services with the Mesabi Humane Society for 2014, (a copy is attached and made a part of these minutes). The motion carried unanimously on a roll call vote.

The Administrator reported on the following:

- Mountain Manor. The remodeling, residing, and reroofing project at Mountain Manor was being completed.
- Parks. The shovels located at Locomotive Park and the Downtown Park have been painted and fenced. The Mayor further stated that this was completed by a request from the insurance company due to a liability issue.
- Demolitions. The four properties, scheduled for demolition, should be completed in the next few weeks.

It was moved by Prebeg and seconded by Stanaway to adopt Resolution Number 36-13, adopting the special assessments for improvements to the Mountain Iron Water System along County Road 7, (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Zupancich and seconded by Tuomela to authorize the installation of the 3 phase power for the Wal-Mart project at a cost of \$11,500, with the expenses being reimbursed by Wal-Mart. The motion carried unanimously on a roll call vote.

The Director of Public Works advised the Council that three street lights had been installed in the South Forest Grove Addition.

It was moved by Prebeg and seconded by Stanaway to authorize the Library Director/Special Event Director to purchase new games for use at the Halloween Carnival at a cost of up to \$400, with the funds being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

The Library Director/Special Events Director reported on the following:

- Alabaster Falls. Would be performing at the Library on October 17, 2013, funded by the Minnesota's Art and Cultural Heritage Fund.
- State Library Convention. She stated that she would be attending the Conference this week.
- Tea on Tuesday. She said that Tom Rukavina, representing Nolan, would be at the Tea on October 8, 2013.

- September Library Report. She reviewed the report with the Council.
- Football Hall of Fame. She said that the Library has an Open House at the Library before the induction.
- Thank you. She wanted to thank Tracy Kenyon for working as a substitute at the Library.
- W.O.W. Story time for children five years and under on Wednesdays from 11-12 a.m.

Councilor Stanaway requested that the title on the agenda be updated for the Library Director to Library Director/Special Events Director.

The Sergeant requested that the Sheriff's Department "In Car Camera System" be removed from the agenda; the Sheriff's Department was not awarded grant funding for the purchase.

The Council reviewed the August 2013 statistics.

It was moved by Zupancich and seconded by Tuomela to approve change order number one for the 2011 Street Improvement Project by decreasing the contract by \$13,132.86, for a total contract price of \$110,835.14. The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize payment request number four, the final, to Mesabi Bituminous in the amount of \$6,000.00 for the 2011 Street Improvement Project. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Tuomela to authorize payment request number one to Hibbing Excavating Incorporated in the amount of \$26,192.45 for the 2013 Sidewalk Improvement Project. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Tuomela to authorize payment request number two to Hibbing Excavating Incorporated in the amount of \$200,960.25 for the Unity Drive Improvements. The motion carried unanimously on a roll call vote.

It was moved by Stanaway and seconded by Zupancich to authorize payment request number two to Ulland Brothers Incorporated in the amount of \$6,102.32 for the County Road 102 Utility Extension Project. The motion carried unanimously on a roll call vote.

It was moved by Prebeg and seconded by Tuomela to accept the recommendation of the Personnel Committee and appoint Greg Jarvela to the Lead Journeyman Lineman Position. The motion carried.

It was moved by Stanaway and seconded by Tuomela to approve the four Fire Captains position analysis, (copies are attached and made a part of these minutes). The motion carried.

During the Liaison reports, Councilor Stanaway, Public Safety and Health Board, informed the Council and Public that the Board was currently working on an ordinance addressing the synthetic drug issues.

It was moved by Zupancich and seconded by Tuomela and adopt Resolution Number 37-13, setting a public hearing for the 2011 Street Improvements, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Tuomela to approve the Special Events Permit Application for the Mesabi Family YMCA to hold a run on October 12, 2013. The motion carried.

It was moved by Prebeg and seconded by Tuomela to authorize Jeff and Greg Properties, Inc. dba: B.G.'s Bar & Grill, to serve alcohol at the Community Center as follows:

October 18, 2013 Pelletier Wedding
November 16, 2013 Carpenter Wedding

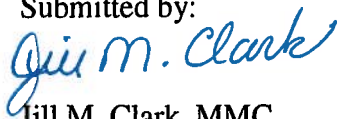
The motion carried.

It was moved by Zupancich and seconded by Tuomela to authorize a contribution of \$500 to VRMC Foundation for the 2013 Festival of Trees Event, with the funds being expended from the Charitable Gambling Fund. The motion carried unanimously on a roll call vote.

It was moved by Zupancich and seconded by Stanaway to authorize a contribution of \$300 to the Mountain Iron-Buhl Cross Country Team, with the funds being expended from the Charitable Gambling Fund. After further discussion, Zupancich amended his motion to change the amount to \$200 and Stanaway supported the amendment. The amended motion carried unanimously on a roll call vote.

At 7:09 p.m., it was moved by Skalko and seconded by Tuomela that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Clark, MMC
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

1. VRMC Foundation for Festival of Trees, a request for sponsorship of the event.
2. State of Minnesota, Office of the State Auditor, forwarding the Volunteer Relief Association Investment Report Card.
3. Mountain Iron-Buhl Schools Cross Country Coach, a request for a donation.

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	130,956.80
FINES	CRIMINAL	1,361.38
CAMPGROUND RECEIPTS	FEES	920.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	7.80
BUILDING RENTALS	COMMUNITY CENTER	1,075.00
PERMITS	BUILDING	1,200.85
CD INTEREST	MORGAN STANLEY CASH CD-FND 378	59,000.00
CD INTEREST	CD INTEREST 378	843.79
CD INTEREST	CD INTEREST601	142.45
CD INTEREST	CD INTEREST 602	274.00
CD INTEREST	CD INTEREST 603	270.13
CD INTEREST	CD INTEREST 604	443.49
LICENSES	ANIMAL	5.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	742.90
COPIES	COPIES	146.75
INTERGOVERNMENTAL REVENUE	TACONITE MUNICIPAL AID	381,755.00
MISCELLANEOUS	FAX CHARGES	24.00
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	34.54
PERMITS	SPECIAL EVENTS	25.00
METER DEPOSITS	ELECTRIC	1,350.00
MISCELLANEOUS	MISC. INCOME-ELECTRIC ACCT	110.00
MISCELLANEOUS	ASSESSMENT SEARCHES	50.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	900.00
SALE OF PROPERTY	SALE OF PROP-UNITY SECOND ADD	26,820.51
CD INTEREST	CD INTEREST 101	193.22
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	93.38
BUILDING RENTALS	NICHOLS HALL	100.00
MISCELLANEOUS	REIMBURSEMENTS	852.62
METER DEPOSITS	WATER	80.00
BUILDING RENTALS	LIBRARY	10.00
Summary Totals:		<u>609,788.61</u>

Check Issue Date(s): 09/23/2013 - 10/11/2013

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
09/13	09/30/2013	144432	130011	UNITED STATES POSTAL SERVICE	604-20200	485.63
10/13	10/08/2013	144433	10064	A B E ENVIRONMENTAL SYSTEMS	101-20200	2,938.21
10/13	10/08/2013	144434	10070	A-1 RENTAL SERVICES INC	101-20200	1,096.08
10/13	10/08/2013	144435	10057	AMERICAN BANK	604-20200	40.68
10/13	10/08/2013	144436	130017	AMERICAN BANK	101-20200	200.00
10/13	10/08/2013	144437	10010	ARROW AUTO	101-20200	293.12
10/13	10/08/2013	144438	10041	ARROWHEAD EMS ASSOCIATION	101-20200	75.00
10/13	10/08/2013	144439	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	93.17
10/13	10/08/2013	144440	5007	ASSURANT EMPLOYEE BENEFITS	601-20200	941.30
10/13	10/08/2013	144441	20048	BARNES DISTRIBUTION	101-20200	217.71
10/13	10/08/2013	144442	30086	CARPENTER, JULIE	101-20200	180.00
10/13	10/08/2013	144443	30017	CARQUEST (MOUNTAIN IRON)	101-20200	931.18
10/13	10/08/2013	144444	170001	CENTURY LINK	101-20200	115.99
10/13	10/08/2013	144445	30068	CHAD, GREG	101-20200	100.00
10/13	10/08/2013	144446	30001	CHRISTENSEN PARTS SERVICE INC	101-20200	80.36
10/13	10/08/2013	144447	220003	CITY OF VIRGINIA	101-20200	51.79
10/13	10/08/2013	144448	30072	COMPUTER WORLD	101-20200	1,056.50
10/13	10/08/2013	144449	1036	COOK AREA GARDEN CLUB	101-20200	200.00
10/13	10/08/2013	144450	30032	COURT ADMIN.-CONCILIATION	601-20200	159.00
10/13	10/08/2013	144451	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	420.00
10/13	10/08/2013	144452	60029	FERGUSON ENTERPRISES INC	101-20200	322.97
10/13	10/08/2013	144453	60006	FISHER PRINTING COMPANY	602-20200	1,217.31
10/13	10/08/2013	144454	60042	FLUID-TECH	604-20200	1,284.14
10/13	10/08/2013	144455	70035	G & K SERVICES	101-20200	137.88
10/13	10/08/2013	144456	70040	G & S SUPPLY	101-20200	340.38
10/13	10/08/2013	144457	70028	GREATER MINNESOTA AGENCY INC	101-20200	210.00
10/13	10/08/2013	144458	70029	GUARDIAN PEST CONTROL INC	101-20200	81.81
10/13	10/08/2013	144459	80021	H R DIRECT (TAYLOR CORP)	101-20200	70.99
10/13	10/08/2013	144460	140013	HD WATERWORKS SUPPLY	601-20200	1,404.12
10/13	10/08/2013	144461	80008	HIBBING EXCAVATION INC	301-20200	227,152.70
10/13	10/08/2013	144462	80037	HOMETOWN MEDIA PARTNERS	101-20200	192.37
10/13	10/08/2013	144463	1032	JANET SOPP	101-20200	200.00
10/13	10/08/2013	144464	60018	JILL M CLARK	101-20200	552.04
10/13	10/08/2013	144465	1034	JONATHAN & MALLORY MAKI	101-20200	200.00
10/13	10/08/2013	144466	1033	JOYCE HOLL	101-20200	100.00
10/13	10/08/2013	144467	120013	L & L RENTALS INC	101-20200	151.08
10/13	10/08/2013	144468	120032	LAKE COUNTRY POWER	101-20200	215.89
10/13	10/08/2013	144469	120048	L'ALLIER, TABITHA	101-20200	320.00
10/13	10/08/2013	144470	120002	LAWSON PRODUCTS INC	604-20200	537.18
10/13	10/08/2013	144471	120012	LIBRARY STORE	101-20200	114.78
10/13	10/08/2013	144472	120054	LINDER, JESSE	604-20200	68.45
10/13	10/08/2013	144473	120043	LITTLE FALLS MACHINE INC.	101-20200	1,237.55
10/13	10/08/2013	144474	120014	LUNDGREN MOTORS	101-20200	19.71
10/13	10/08/2013	144475	130041	MESABI BITUMINOUS	301-20200	6,000.00
10/13	10/08/2013	144476	130174	MESABI ELM UTILIZATION AUTH.	101-20200	28.60
10/13	10/08/2013	144477	140026	MINNESOTA ENERGY RESOURCES	602-20200	281.70
10/13	10/08/2013	144478	130008	MINNESOTA MUNICIPAL UTILITIES	601-20200	3,225.45
10/13	10/08/2013	144479	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,903.06
10/13	10/08/2013	144480	130175	MOUNTAIN IRON-BUHL SCHOOL	230-20200	200.00
10/13	10/08/2013	144481	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	543.58
10/13	10/08/2013	144482	1035	NICOLE GULBRANSON	101-20200	100.00
10/13	10/08/2013	144483	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	51,180.36
10/13	10/08/2013	144484	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	318.70
10/13	10/08/2013	144485	140008	NORTRAX EQUIPMENT/POWERPLAN	101-20200	90.99
10/13	10/08/2013	144486	140070	NP SOLAR DEVELOPMENT LLC	101-20200	500.00
10/13	10/08/2013	144487	140065	NYMAN, KEITH	101-20200	210.00
10/13	10/08/2013	144488	160066	PACE ANALYTICAL SERVICES	601-20200	150.60

Check Issue Date(s): 09/23/2013 - 10/11/2013

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
10/13	10/08/2013	144489	160047	PONTINEN, RYAN	101-20200	20.00
10/13	10/08/2013	144490	160019	POPULAR SUBSCRIPTION SERVICE	101-20200	1,681.03
10/13	10/08/2013	144491	170005	QUALITY FLOW SYSTEMS INC	602-20200	10,531.47
10/13	10/08/2013	144492	180073	RED ROCK RADIO	101-20200	60.00
10/13	10/08/2013	144493	180017	RELIABLE OFFICE SUPPLIES	602-20200	140.37
10/13	10/08/2013	144494	1038	RUSS TROUTWINE	604-20200	608.78
10/13	10/08/2013	144495	190096	SCHRAMM, CURTIS	604-20200	112.57
10/13	10/08/2013	144496	190045	SERVICE SOLUTIONS	101-20200	24.58
10/13	10/08/2013	144497	190080	ST LOUIS COUNTY RECORDER	101-20200	92.00
10/13	10/08/2013	144498	190063	SWANSON & YOUNGDALE	301-20200	26,158.00
10/13	10/08/2013	144499	200003	TACONITE TIRE SERVICE	101-20200	2,583.37
10/13	10/08/2013	144500	200020	THE TRENTI LAW FIRM	101-20200	4,642.30
10/13	10/08/2013	144501	200055	TOWN & COUNTRY FENCE	301-20200	12,850.00
10/13	10/08/2013	144502	1037	TRAVIS IGO	604-20200	287.38
10/13	10/08/2013	144503	210010	ULLAND BROTHERS INC	301-20200	6,102.32
10/13	10/08/2013	144504	210039	USI EDUCATION AND GOVERNMENT	101-20200	125.34
10/13	10/08/2013	144505	220025	VERIZON WIRELESS	101-20200	19.68
10/13	10/08/2013	144506	220014	VIKING INDUSTRIAL NORTH	101-20200	584.37
10/13	10/08/2013	144507	7029	VRMC FOUNDATION	230-20200	500.00
10/13	10/08/2013	144508	230005	WESCO DISTRIBUTION INC	604-20200	13,848.35
10/13	10/08/2013	144509	230028	WISCONSIN ENERGY CONSERVATION	604-20200	493.75
10/13	10/08/2013	144510	230044	WITMER PUBLIC SAFETY GROUP INC	101-20200	893.33
10/13	10/08/2013	144511	260008	ZUPANCICH, DANNY J.	101-20200	40.00

Totals

392,939.10

Payroll-PP Ending 9/27/13 108,889.65

Sales Tax-Electronic Trans. 9/20/13 14,526.45TOTAL EXPENDITURES \$516,355.20

CONTRACT FOR SERVICE

This contract, made and entered into this 1st day of January, 2014 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, 2014 through December 31, 2014** 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 provide the following services:

1. 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 (A.C.O.)
2. Shelter and care for stray/free roaming animals that are delivered to the shelter by the residents, Municipality officials and employees of the Municipality on a volunteer basis. If the Mesabi Humane Society reaches operating capacity as allowed by law, then we will reserve the right to refuse incoming animals until space is available.
3. Retrieve and transport animals from the Municipality to the shelter during business hours, upon request of the appropriate Municipality officials and citizens within the Municipalities residential limits.
4. The Animal Control Officer (A.C.O.) will 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 Municipality officials to help uphold all Municipality ordinances governing animals within their limits.
5. Animal examinations and veterinary care at a licensed facility, whenever staff deems it necessary.
6. The Mesabi Humane Society will board animals up to seven (7) working days in our holding facility. This allows owners adequate time to claim their pet. After the seventh day, the MHS acquires legal custody of each animal, and the right to make decisions regarding disposition.
7. Euthanasia and disposal of animals if required. This decision is to be based on health and behavioral issues only, not the need for more space for new incoming, or free roaming animals.

8. All animals leaving the Mesabi Humane Society will be spayed, or neutered before adoption, except in the case when over-crowding becomes a concern, or the age, size or temperament prohibits. In the event of exceptions, the Mesabi Humane Society will offer patrons a rebate when they independently seek to spay or neuter their newly adopted pet at a veterinary clinic of their choice.
9. Maintain accurate records of all transactions concerning animals from the Municipality and/or residents.
10. Respond to all animal concerns and situations that arise in the Municipality in a timely manner, during normal business hours which are 8:30 – 5:00pm Monday through Friday.
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 decide whether or not the case shall be determined an emergency.

IV. RESPONSIBILITIES OF THE MUNICIPALTY

1. It is up to the Municipality to help the Mesabi Humane Society uphold quarantine (confine & observe) guidelines. The Mesabi Humane Society reserves the right to make decisions regarding bites & human exposure.
2. The Municipality is responsible for calling the Mesabi Humane Society for pick-up of animal (s) during normal business hours, as defined in Section 3, item 10.
3. 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.
4. 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.
5. If an emergency veterinary situation arises before or after normal business hours, the Municipality agrees to pay for the emergency part of the veterinary billing and the Mesabi Humane Society will pay for any other costs related to the well-being and care of the animal. Appropriate care will be determined by the veterinarian and Mesabi Humane Society staff.

V. COMPENSATION

The Municipality shall pay the Mesabi Humane Society \$18,500 each year or twelve monthly payments of \$1541.66 for animal control services beginning January 1, 2014 and concluding December 31, 2014. Payments are due at the beginning of each month for the ensuring period of service (i.e. January 01 payment for January services, etc.). A 10% fee will be charged for each late payment. Payments are considered late after the tenth (10) day of the month. The Mesabi Humane Society reserves the right to discontinue services if the Municipality is consistently late with their payments.

- Canine housing/boarding at the rate of \$20 per day, not to exceed seven days billing unless requested by the Municipality.
- Feline housing/boarding at the rate of \$15 per day, not to exceed seven days billing unless requested by the Municipality.
- Animal pick-up during normal hours of operation at the rate of \$40 per response to the Municipality, regardless of the amount of animals transported during each route to the Municipality. This is providing the animal has not been involved in a bite or dangerous incident requiring emergency Animal Control services.
- Emergency Animal Control service rates are \$60 during normal MHS hours of operation and \$120 for "after hour" responses. This service does not guarantee capture and containment of an animal that is a danger to the public, other animals, itself or public safety. In either situation, a service call will be assessed.

VI. COMPLIANCE WITH LAWS

In providing all services pursuant to this contract, the Mesabi Humane Society shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted, as provided by each and all Municipalities. It will be the sole responsibility of Municipality to provide the Mesabi Humane Society its statutes, ordinances and rules and apprise the Mesabi Humane Society of any and all changes that may have concern or relation to the provided services and statutes.

VII. INSURANCE

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

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

VIII. EARLY TERMINATION OF CONTRACT

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

IX. MODIFICATIONS

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

X. RELEASE OF LIABILITY

The Municipality, including the official 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: Dana Zubo

BY: Cy W. Shaker

DATE: 9/24/13

DATE: 10-8-13

TITLE: Manager

TITLE: Mayor



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 36-13

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 M111-05 the improvements to the Mountain Iron Water System along County Road 7 between Spruce Drive and Southern Drive by installing a water main.

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 2014, 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, 2013. 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 treasurer, 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 treasurer 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 7th DAY OF OCTOBER, 2013.

ATTEST:



City Administrator



Mayor Gary Skalko

Parcel Code	Name	Address	City	Front Footage	Total	Assessment Amount	Per Foot
175-0071-01360	RGGS	100 WAUGH DRIVE SUITE 400	HOUSTON TX 77007	730	\$ 182,318.32	\$ 6,266.12	\$ 8.58
175-0071-01365	Mountain Iron EDA	8586 Enterprise Drive South	Mountain Iron MN 55768	286	\$ 24,549.45	\$ 2,454.95	\$ 8.58
175-0071-01395	Mountain Iron EDA	8586 Enterprise Drive South	Mountain Iron MN 55768	573	\$ 49,184.74	\$ 4,918.47	\$ 8.58
175-0071-01390	RGGS	100 WAUGH DRIVE SUITE 400	HOUSTON TX 77007	535	\$ 45,922.93	\$ 4,592.29	\$ 8.58
				2124	\$ 182,318.32	\$ 18,231.83	



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 37-13

CALLING A HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the council on September 16, 2013, the City Administrator was directed to prepare a proposed assessment of the cost of Improvement Number M111-06 the improvements of Bluebell Avenue and Daffodil Avenue between the centerline of Unity Drive and the centerline of Jasmine Street by reconstruction or overlayment, and

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

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

1. A hearing shall be held at 5:30 p.m. on November 4, 2013 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/she shall state in the notice the total cost of the improvement. He/She 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 Administrator 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 7th DAY OF OCTOBER, 2013.

ATTEST:



City Administrator

Mayor Gary Skalko

NAME	FRONT LOT BLOCK	FRONT FOOTAGE	PARCEL CODE	PROJECT COST	ASSESSMENT RATE	ASSESSMENT AMOUNT	PER FOOT	PROJECT COST	ASSESSMENT RATE	ASSESSMENT AMOUNT	PER FOOT
KOSKI ROGER C	8368 UNITY DR	11	1	62.69	175-0013-00110	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
LACOURSIERE NICHOLAS C & BETHANY K	5495 BLUEBELL AVE	12	1	62.69	175-0013-00120	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
DUNDAS ROBERT W	5493 BLUEBELL AVE	12	1	62.69	175-0013-00130	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
RAUTIOLA DONNA V	5491 BLUEBELL AVE	13	1	62.69	175-0013-00140	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
HYONEN SCOTT A	5489 BLUEBELL AVE	13	1	62.69	175-0013-00150	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
SEMO JENNIFER L	5487 BLUEBELL AVE	14	1	125.38	175-0013-00160	\$3,870.44	75%	\$2,902.83	75%	\$2,902.83	\$23.15
KISHEL MATTHEW M	5483 BLUEBELL AVE	15	1	62.69	175-0013-00170	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
KISHEL MICHAEL K	5485 BLUEBELL AVE	15	1	62.69	175-0013-00175	\$1,935.22	75%	\$1,451.41	75%	\$1,451.41	\$23.15
SNIDARICH LINDA L	5475 BLUEBELL AVE	16	1	125.38	175-0013-00180	\$3,870.44	75%	\$2,902.83	75%	\$2,902.83	\$23.15
GOODEN SUSAN	5471 BLUEBELL AVE	17	1	125.38	175-0013-00195	\$3,870.44	75%	\$2,902.83	75%	\$2,902.83	\$23.15
DALE WILLIAM O	5465 BLUEBELL AVE	18	1	90.38	175-0013-00200	\$2,790.00	75%	\$2,092.50	75%	\$2,092.50	\$23.15
MEDURE JAMES A ETUX	5463 BLUEBELL AVE	18	1	90.76	175-0013-00205	\$2,778.27	75%	\$2,083.70	75%	\$2,083.70	\$23.15
MARTINSON TIMOTHY W	8367 JASMINE ST	19	1	52.5	175-0013-00215	\$2,801.73	75%	\$2,101.30	75%	\$2,101.30	\$23.15
RINELL BLAINE M	8344 UNITY DR	20	1	31.3475	175-0013-00225	\$1,620.66	75%	\$1,215.49	75%	\$1,215.49	\$23.15
REIMER TRAVIS J	5496 BLUEBELL AVE	1	2	62.695	175-0013-00240	\$967.69	75%	\$725.76	75%	\$725.76	\$23.15
YOUNGSTROM BRETT A	5494 BLUEBELL AVE	1	2	62.695	175-0013-00240	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
ALLEN JOHN W	5492 BLUEBELL AVE	2	2	75.39	175-0013-00250	\$2,327.26	75%	\$1,745.45	75%	\$1,745.45	\$23.15
BRITTON CAROLLE L	5492 BLUEBELL AVE	2	2	75	175-0013-00260	\$2,315.22	75%	\$1,736.42	75%	\$1,736.42	\$23.15
WESTOM JOHN D	5490 BLUEBELL AVE	3	2	100.39	175-0013-00280	\$5,099.00	75%	\$2,324.25	75%	\$2,324.25	\$23.15
JACKLEN THOMAS & CYNTHIA	5488 BLUEBELL AVE	4	2	62.695	175-0013-00300	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
PONS JEANNE MIKEMPAINEN BONNITTA L	5486 BLUEBELLE AVE	4	2	125.39	175-0013-00305	\$3,870.75	75%	\$2,903.06	75%	\$2,903.06	\$23.15
KINGSLEY PATSY A	5482 BLUEBELL AVE	5	2	62.695	175-0013-00310	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
KINGSLEY PATSY A	5478 BLUEBELL AVE	6	2	62.695	175-0013-00320	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
LARSON BRIAN & LAURA	5474 BLUEBELL AVE	6	2	62.695	175-0013-00325	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
JORDAN BRADLEY R & CORINNE K	5474 BLUEBELL AVE	7	2	83.6	175-0013-00330	\$2,580.70	75%	\$1,935.53	75%	\$1,935.53	\$23.15
ELSNER BETTY L	5476 BLUEBELL AVE	7	2	41.79	175-0013-00335	\$1,290.04	75%	\$967.53	75%	\$967.53	\$23.15
VESEL DANYELL J	5468 BLUEBELL AVE	8	2	75.39	175-0013-00340	\$3,327.26	75%	\$1,745.45	75%	\$1,745.45	\$23.15
CLEVELAND GEORGE K JR. ESTATE OF CAO CINDY SWISHER	1009 ANC HORAGE CT	8	2	50	175-0013-00345	\$1,543.48	75%	\$1,157.61	75%	\$1,157.61	\$23.15
STEWART CHAD M	5464 BLUE BELL AVE	9	2	125.39	175-0013-00350	\$3,870.75	75%	\$2,903.06	75%	\$2,903.06	\$23.15
EASTY MICHAEL J	5460 BLUEBELL AVE	10	2	62.695	175-0013-00360	\$1,935.37	75%	\$1,451.53	75%	\$1,451.53	\$23.15
MOE HAROLD M & DORIS	5499 DAFODIL AVE	11	1	31.335	175-0014-00120	\$967.30	75%	\$725.48	75%	\$725.48	\$23.15
HILL AARON R	5497 DAFODIL AVE	11	1	62.67	175-0014-00130	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
BODOVINITZ MICHAEL S	5495 DAFODIL AVE	12	1	62.67	175-0014-00140	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
CHAD GREGORY J	5493 DAFODIL AVE	12	1	62.67	175-0014-00145	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
ANDERSON NICHOLAS E	5491 DAFODIL AVE	13	1	50.34	175-0014-00150	\$1,553.98	75%	\$1,165.48	75%	\$1,165.48	\$23.15
PRJATEL PETER A ETUX	5489 DAFODIL AVE	13	1	75	175-0014-00160	\$2,315.22	75%	\$1,736.42	75%	\$1,736.42	\$23.15
DANLEY SHAUN & BEB	5487 DAFODIL AVE	14	1	125.34	175-0014-00170	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
EILOLA TRACY MAE	5483 DAFODIL AVE	15	1	125.34	175-0014-00180	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
SHEREK RHONDA L	5487 DAFODIL AVE	16	1	62.67	175-0014-00190	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
PRESTON JOSEPH R	5479 DAFODIL AVE	16	1	110.34	175-0014-00195	\$3,406.16	75%	\$2,554.62	75%	\$2,554.62	\$23.15
GIFFORD JESSICA M	5477 DAFODIL AVE	17	1	77.67	175-0014-00205	\$2,397.65	75%	\$1,798.23	75%	\$1,798.23	\$23.15
PETERSEN NORVILLE D	5473 DAFODIL AVE	18	1	125.34	175-0014-00220	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
PETERSEN NORVILLE D	5471 DAFODIL AVE	18	1	125.34	175-0014-00220	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
ANDRIE STEVE & JUDE	5469 DAFODIL AVE	19	1	84	175-0014-00230	\$2,593.05	75%	\$1,944.79	75%	\$1,944.79	\$23.15
BERGQUIST MARCIE	5461 DAFODIL AVE	19	1	83.34	175-0014-00235	\$2,572.68	75%	\$1,929.51	75%	\$1,929.51	\$23.15
City of Mountain Iron	8586 Enterprise Drive S	1	2	250.68	175-0014-00250	\$7,738.41	75%	\$5,803.80	75%	\$5,803.80	\$23.15
COCHRAN VICKI L	5492 DAFODIL AVE	3	2	125.34	175-0014-00270	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
BLAKE KAREN F	5488 DAFODIL AVE	4	2	62.67	175-0014-00280	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
KEITH ROBERT C & SHARON	5486 DAFODIL AVE	4	2	62.67	175-0014-00290	\$1,934.60	75%	\$1,450.95	75%	\$1,450.95	\$23.15
SAARI DONNA MAE MARIE	5484 DAFODIL AVE	5	2	125.34	175-0014-00300	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
KETOLA SHANE & LINDSAY	5478 DAFODIL AVE	6	2	125.34	175-0014-00310	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15
YOUNG RICHARD A ETUX	5474 DAFODIL AVE	7	2	125.34	175-0014-00320	\$3,869.20	75%	\$2,901.90	75%	\$2,901.90	\$23.15

NAME	ADDRESS	CITY	LOT	BLOCK	FRONT FOOTAGE	PARCEL CODE	PROJECT COST	ASSESSMENT RATE	ASSESSMENT AMOUNT	COST PER FOOT
PONTINEN RYAN & STACY	5468 DAFFODIL AVE	VIRGINIA MN 55792	8	2	62.67	175-0014-00340	\$142,862.38	75%	\$1,450.95	\$23.15
NEWBERG ROBERT R	5472 DAFFODIL AVE	VIRGINIA MN 55792	8	2	62.67	175-0014-00345	\$1,934.60	75%	\$1,450.95	\$23.15
PONTINEN RYAN & STACY	5468 DAFFODIL AVE	VIRGINIA MN 55792	9	2	125.34	175-0014-00350	\$3,869.20	75%	\$2,901.90	\$23.15
PETERSON MARK R & BARBARA J	8391 JASMINE ST	VIRGINIA MN 55792	10	2	62.67	175-0014-00360	\$1,934.60	75%	\$1,450.95	\$23.15
TOTALS					4627.9225		\$142,862.38		\$107,146.79	



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

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: Firefighter Captain (Wild Land Officer)

SUPERVISOR: Assistant Fire Chief

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to supervise and perform fire suppression, emergency aid, hazardous materials, and fire prevention duties.

RESPONSIBILITIES:

- ◆ Supervises volunteer fire fighters in their assigned duties as directed.
- ◆ Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings and rescuing of persons.
- ◆ Supervises maintenance of departmental equipment, supplies and facilities including small engines.
- ◆ Responsible for setting up all wild land personal protective equipment and fire fighting apparatus.
- ◆ Instructs and drills fire fighters in watch duties, use of tools, raising of ladders, and rescue and salvage work, and training in wild land firefighting.
- ◆ Monitors departmental activities to ensure conformance to department standards.
- ◆ Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- ◆ Responds to alarms received and directs routes to be taken; directs all activities on wild land fire scene; supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers.
- ◆ Participates in the operation of departmental in-service training activities.
- ◆ Performs other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Working knowledge of driver safety; working knowledge of first aid.
- ◆ Ability to apply firefighting, emergency aid, hazardous materials, and fire prevention techniques.
- ◆ Ability to perform strenuous physical activity.
- ◆ Considerable knowledge of modern fire suppression.
- ◆ Ability to train and supervise subordinate personnel.
- ◆ Ability to exercise sound judgment in evaluating situations and in making decisions.
- ◆ Ability to communicate effectively orally and in writing.

EDUCATION AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Four (4) years prior work experience as a firefighter with at least two (2) years with Mountain Iron.
- ◆ A valid State driver's license
- ◆ Rapid Intervention Team trained.
- ◆ 50% call rate response
- ◆ S130 – S190 class completion as well as required refreshers.



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

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: Firefighter Captain (Head Safety Officer)

SUPERVISOR: Assistant Fire Chief

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to supervise and perform fire suppression, emergency aid, hazardous materials, and fire prevention duties and to oversee all safety procedures are followed.

RESPONSIBILITIES:

- ◆ Supervises volunteer fire fighters in their assigned duties as directed.
- ◆ Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings and rescuing of persons.
- ◆ Oversees all safety training each year.
- ◆ Responsible for all rehabilitation and safety concerns at the fire scene, may also assign firefighter safety duties as needed.
- ◆ Responsible for all personal protective equipment inspection and replacement and will keep records of all personal protective equipment, SCBA's and other safety equipment.
- ◆ Monitors departmental activities to ensure conformance to department standards.
- ◆ Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- ◆ Responds to alarms received and directs routes to be taken; supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers.
- ◆ Participates in the operation of departmental in-service training activities.
- ◆ Performs other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Working knowledge of driver safety; working knowledge of first aid.
- ◆ Ability to apply firefighting, emergency aid, hazardous materials, and fire prevention techniques.
- ◆ Ability to perform strenuous physical activity.
- ◆ Considerable knowledge of modern fire suppression.
- ◆ Ability to train and supervise subordinate personnel.
- ◆ Ability to exercise sound judgment in evaluating situations and in making decisions.
- ◆ Ability to communicate effectively orally and in writing.

EDUCATION AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Four (4) years prior work experience as a firefighter with at least two (2) years with Mountain Iron.
- ◆ A valid State driver's license.
- ◆ Completed 12 hour Safety Officer class.
- ◆ Completed Fire 1001 including live burn.



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

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: Firefighter Captain (Truck Inspection Officer)

SUPERVISOR: Assistant Fire Chief

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to supervise and perform fire suppression, emergency aid, hazardous materials, and fire prevention duties.

RESPONSIBILITIES:

- ◆ Supervises volunteer fire fighters in their assigned duties as directed.
- ◆ Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings and rescuing of persons.
- ◆ Supervises maintenance of departmental equipment, supplies and facilities.
- ◆ Responsible for all truck inspections including checking fuel levels, fueling trucks, truck safety, reviewing equipment on trucks, call sheets and SCBA's on trucks.
- ◆ Instructs and drills fire fighters in watch duties, use of tools, raising of ladders, and rescue work.
- ◆ Monitors departmental activities to ensure conformance to department standards.
- ◆ Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- ◆ Responds to alarms received and directs routes to be taken; supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers.
- ◆ Participates in the operation of departmental in-service training activities.
- ◆ Performs other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Working knowledge of driver safety; working knowledge of first aid.
- ◆ Ability to apply firefighting, emergency aid, hazardous materials, and fire prevention techniques.
- ◆ Ability to perform strenuous physical activity.
- ◆ Considerable knowledge of modern fire suppression.
- ◆ Ability to train and supervise subordinate personnel.
- ◆ Ability to exercise sound judgment in evaluating situations and in making decisions.
- ◆ Ability to communicate effectively orally and in writing.

EDUCATION AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Four (4) years prior work experience as a firefighter with at least two (2) years with Mountain Iron.
- ◆ A valid State driver's license
- ◆ Rapid Intervention Team trained.
- ◆ 50% call rate response



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

CITY OF MOUNTAIN IRON POSITION ANALYSIS

POSITION TITLE: Firefighter Captain (Secretary/Purchasing Officer)

SUPERVISOR: Assistant Fire Chief

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to supervise and perform fire suppression, emergency aid, hazardous materials, and fire prevention duties.

RESPONSIBILITIES:

- ◆ Supervises volunteer fire fighters in their assigned duties as directed.
- ◆ Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings and rescuing of persons.
- ◆ Supervises maintenance of departmental equipment, supplies and facilities.
- ◆ Responsible for all departmental purchases and associated paperwork.
- ◆ Responsible for tracking and entering all fire calls and posting bi-monthly reports.
- ◆ Instructs and drills fire fighters in watch duties, use of tools, raising of ladders, and rescue work.
- ◆ Monitors departmental activities to ensure conformance to department standards.
- ◆ Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- ◆ Responds to alarms received and directs routes to be taken; supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers.
- ◆ Participates in the operation of departmental in-service training activities.
- ◆ Performs other duties as apparent or as delegated.

KNOWLEDGE, SKILLS AND ABILITIES:

- ◆ Working knowledge of driver safety; working knowledge of first aid.
- ◆ Ability to apply firefighting, emergency aid, hazardous materials, and fire prevention techniques.
- ◆ Ability to perform strenuous physical activity.
- ◆ Considerable knowledge of modern fire suppression.
- ◆ Ability to train and supervise subordinate personnel.
- ◆ Ability to exercise sound judgment in evaluating situations and in making decisions.
- ◆ Ability to communicate effectively orally and in writing.

EDUCATION AND EXPERIENCE:

- ◆ High school diploma or GED equivalent.
- ◆ Four (4) years prior work experience as a firefighter with at least two (2) years with Mountain Iron.
- ◆ A valid State driver's license
- ◆ Rapid Intervention Team trained.
- ◆ 50% call rate response



ADVOCATES
for family peace

Advocates for Family Peace
St. Louis County Office
2125 2nd Ave. East, Ste. 44
Hibbing, MN 55746

218-263-8344
Fax: 218-440-1084
www.stopdomesticabuse.org

Fax

To: Craig Wainio From: Patrick Welsh
Fax: 218-748-7573 Pages: 3 including cover
Phone _____ Date: 10-8-13



ADVOCATES

for family peace

**Domestic Violence Awareness Month Proclamation
2013**

Since the passage of the Violence Against Women Act (VAWA) nearly 20 years ago, our Nation's response to domestic violence has greatly improved. What was too often seen as a private matter best hidden behind closed doors is now an established issue of national concern. We have worked to change our laws, transform our culture, and improve support services for survivors. Yet we must do more to provide protection and justice for survivors and to prevent violence from occurring. During National Domestic Violence Awareness Month, we stand with domestic abuse survivors, celebrate our community's progress in combating these despicable crimes, and resolve to carry on until domestic violence is NO MORE.

Although we have made progress in addressing domestic violence, we ask you, the next time you're in a room with 6 people, think about this:

- 1 in 4 women experience violence from their partners in their lifetimes.
- 1 in 3 teens experience sexual or physical abuse or threats from a boyfriend or girlfriend in one year.
- 1 in 6 women are survivors of sexual assault.
- Every day, three women lose their lives in this country as a result of domestic violence.

These are not numbers. They're our mothers, girlfriends, brothers, sisters, children, co-workers and friends. In 2002, Itasca County experienced the painful murders of Bonita Weber and Willa Lind. In this past year, Itasca County has experienced its highest rate of lethal domestic violence in recent history with the deaths of Rosie Johnson and Sonya Smith. The silence and shame must end for good.

Ending violence in the home is a community imperative that requires vigilance and dedication from every sector of our society. We ask you to continue to stand alongside Advocates for Family Peace, law enforcement, and our criminal justice system as they hold offenders accountable and provide care and support to survivors. But our efforts must extend beyond the criminal justice system to include housing and economic advocacy for survivors. We must work with young people to stop violence before it starts. We must also reach out to friends and loved ones who have suffered from domestic violence, and we must tell them they are not alone. I

encourage victims, their loved ones, and concerned citizens to learn more by calling Advocates for Family Peace at 326-0388 or 263-8344.

We come to you to say NO MORE to domestic violence and sexual assault in our community. NO MORE is a new unifying symbol designed to galvanize greater awareness and action to end domestic violence and sexual assault.

The NO MORE symbol was developed because despite the significant progress that has been made in the visibility of domestic violence and sexual assault, these problems affecting millions remain hidden and on the margins of public concern. The signature blue vanishing point originated from the concept of a zero – as in zero incidences of domestic violence and sexual assault.

This October, let us honor National Domestic Violence Awareness Month by promoting peace in our own families, homes, and communities and by saying NO MORE to domestic violence and sexual assault.

NOW, THEREFORE, I, _____(enter your name) ask _____(unit of government) to hereby proclaim October 2013 as Domestic Violence Awareness Month.

NO MORE

TOGETHER WE CAN END DOMESTIC VIOLENCE & SEXUAL ASSAULT

COUNCIL LETTER 102113-IVB1

ADMINISTRATION

ACCUMULATED SICK LEAVE

DATE: October 17, 2013
FROM: Craig J. Wainio
City Administrator

In the employment agreement with Mr. Wainio there is a stipulation limiting sick days to 90, similar to what was done with AFSCME. Currently, Mr. Wainio is in excess of 90 days and there is no provision in the agreement with regard to the days earned above 90 prior to the approval of the agreement. The following paragraph remedies that situation in an identical manner as the agreement with AFSCME.

Effective May 25, 2013, the maximum accumulation of sick leave for Mr. Wainio was ninety (90) working days. The City of Mountain Iron and Mr. Wainio agree to a payout of accumulated sick leave on the date of approval of this proposal. Payment shall be based on Mr. Wainio's base hourly rate plus longevity, and shall be placed into Mr. Wainio's current 457 retirement account.



Saint Louis County

8586 Enterprise Dr. S., Mountain Iron, MN 55768
(218) 748-7574

Sheriff Ross Litman

To: Mountain Iron Mayor and City Council
From: Sgt. John Backman *JB*
Re: September 2013 Statistics
Date: October 16, 2013

The Mountain Iron Office of the St. Louis County Sheriff reports the below activity for the month of September 2013:

18	Disturbances (arguments, threats, unwanted persons, 911 hangup)
6	Public assists (roadside assistance/checks, patrol requests, vehicle unlocks)
12	Suspicious persons/vehicles/circumstances
6	Motor vehicle crashes
7	Welfare checks, suicide threats, neglect/abandoned persons, runaway/lost/missing
3	Fire & medical
5	Drug related calls
4	Alarms
4	Assaults
1	Damage to Property
5	Thefts
1	Burglary (or attempted)
12	Miscellaneous calls (civil/custody/property disputes, animal & traffic complaints, warrant/paper service)
25	Traffic Stops
5	Traffic Citations
0	DUI
1	Parking Citations
20	Assists: 9 Sheriffs, 3 Virginia PD, 5 Other PD's, 3 MSP, 5 inside Mt. Iron

This activity resulted in 2 custodial arrests.



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 37-13

CHARITABLE GAMBLING

WHEREAS, Climb Theater Inc. has applied for a Premise Permit for raffles, paddlewheels, tipboards, and pull-tabs at Mac's Bar, and;

WHEREAS, Climb Theater Inc. is requesting that their Premise Permit be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL, that the Mountain Iron City Council hereby issues said Premise Permit to Climb Theater Inc. located at 6415 Carmen Ave E, Inver Grove Heights, Minnesota 55076.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF OCTOBER, 2013.

Mayor Gary Skalko

ATTEST:

City Administrator

October 8, 2013

Craig Wainio
Mountain Iron City Council
8586 Enterprise Dr. S.
Mountain Iron, MN 55768



Dear Council Members,

I am requesting approval by the City Council of Mountain Iron for CLIMB Theatre to conduct charitable gaming at Mac's Bar, 8881 Main St., Mtn. Iron, MN 55768. I am enclosing a copy of the Lease and the Premises Permit Application.

We have been approved in the past, but have had no bar sites recently. I am happy to supply any necessary information. I am hoping to be on the Council agenda Oct. 21. Thanks so much.

CLIMB Theatre, Inc.

6415 Carmen Avenue East
Inver Grove Heights, MN 55076

phone 651-453-9275

toll-free 1-800-767-9660

fax 651-453-9274

web www.climb.org

e-mail mail@climb.org

Sincerely,

A handwritten signature in black ink, appearing to read "Laurie Gluesing", is written over a large, stylized, cursive flourish that extends to the left and right.

Laurie Gluesing
Gambling Manager,
651-453-9275 ext. 11
Cell: **651-276-9056**
laurie@climb.org

LG214 Premises Permit Application

Annual Fee \$150 (NON REFUNDABLE)

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non refundable).
Make check payable to "State of Minnesota."

Mail the application and required attachments to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

1. Organization name CLIMB Theatre, Inc. License number 02002
2. Chief executive officer (CEO) Peg Wetli Daytime phone (651) 453-9275
3. Gambling manager Laurie Gluesing Daytime phone (651) 453-9275

Gambling Premises Information

4. Current name of site where gambling will be conducted MAC'S BAR
5. List any previous names for this location _____
6. Street address where premises is located 8881 Main St.
Do not use a P.O. box number or mailing address.

7. City	OR	Township	County	Zip code
Mountain Iron			St. Louis	55768

8. Does your organization own the building where the gambling will be conducted?

Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

9. Is any other organization conducting gambling at this site? Yes No Don't know

10. Has your organization previously conducted gambling at this site? Yes No Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name	Bank account number
Well's Fargo	2270997664

12. Bank street address	City	State	Zip code
401 Chestnut St.	Virginia	MN	55792

All Temporary and Permanent Off-site Storage Spaces

13. Address (Do not use a P.O. box number)	City	State	Zip code
6415 Carmen Ave	Inver Grove Hts	MN	55076

14. Address (Do not use a P.O. box number)	City	State	Zip code
		MN	

Acknowledgment by Local Unit of Government: Approval by Resolution

<p>CITY APPROVAL for a gambling premises located within city limits</p>	<div style="border: 1px solid black; padding: 2px; font-size: small;">Local unit of government must sign</div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p>
City name _____		County name _____
Date approved by city council _____		Date approved by county board _____
Resolution number _____		Resolution number _____
Signature of city personnel _____		Signature of county personnel _____
Title _____ Date signed _____		Title _____ Date signed _____
		TOWNSHIP NAME _____
		Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.]
		Print township name _____
		Signature of township officer _____
		Title _____ Date _____

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is nonrefundable regardless of license approval/denial. |
|---|---|

Signature of Chief Executive Officer (designee may not sign)	Date
Print name <u>Peg Wetli</u>	<u>12/13</u>

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the</p>	<p>Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public</p>	<p>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
---	--	---

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

Revised 5/12 Page 1 of 2

Organization CLIMB Theatre, Inc.		Address 6415 Carmen Ave, Inver Grove Hts, MN 55076		License/site number 02002		Daytime phone 651-453-9275	
Name of leased premises Mac's Bar		Street address 8881 Main St		City Mt. Iron		State Zip MN 55768	
Name of legal owner Jeremy Jesch		Business/street address 8881 Main St		City Mt Iron		State Zip MN 55708	
Name of lessor [If same as legal owner, write in "SAME"] Same						Daytime phone 218 735 8402	

Check applicable item:

- 1. **New lease. Do not submit existing lease with amended changes.**
 _____ Date that the changes will be effective. Submit changes at least 10 days before the effective date of the change.
- 2. **New owner. Effective date** _____ **Submit new lease within 10 days after new lessor assumes ownership.**

check all activity that will be conducted

<input type="checkbox"/> Pull-tabs [paper]	<input checked="" type="checkbox"/> Electronic pull-tabs (must also sell paper pull-tabs)
<input checked="" type="checkbox"/> Pull-tabs [paper] with dispensing device	<input checked="" type="checkbox"/> Linked electronic bingo
<input checked="" type="checkbox"/> Bar bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted at: (1) a premises licensed for the on-sale or off-sale of intoxicating liquor or 3.2 percent malt beverages (but does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. 340A.405, subdivision 1); or (2) a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.
<input type="checkbox"/> Tipboards	
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	

PULL-TAB, TIPBOARD, ELECTRONIC LINKED BINGO, AND PADDLEWHEEL RENT
Separate rent for booth and bar ops. Complete all that apply. No lease required for raffles.

BOOTH OPERATION - the sales of gambling equipment by an employee/volunteer of a licensed organization in a premises leased or owned by the organization.

ALL GAMES, including electronic games - Monthly rent to be paid, 0%, not to exceed 10% of gross profits for that month.
 • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 per month.
 • The rent cap does not include BAR OPERATION rent.

BAR OPERATION - the sales of gambling equipment within a leased premises by an employee of the lessor.

ELECTRONIC GAMES - Monthly rent to be paid, 15%, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES - Monthly rent to be paid, 15%, not to exceed 20% of gross profits from all other forms of lawful gambling.
 • Rent may not be paid for bar bingo.
 • Bar bingo does not include bingo games linked to other permitted premises.

BINGO RENT for leased premises where bingo is the primary business conducted, such as bingo hall.

Bingo rent is limited to one of the following:
 • Rent to be paid, _____ %, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
 - OR -
 • Rate to be paid \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

LEASE TERMINATION CLAUSE. Must be completed.

The lease may be terminated by either party with a written 30 day notice.

Other terms _____

LG215 Lease for Lawful Gambling Activity

Revised 5/17 Page 2 of 2

Lease Term - The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management - The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises.

The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling - The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, Item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions - The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises - Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor records - The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive - Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- janitorial and cleaning services
- electricity, heat
- other utilities or services
- snow removal
- lawn services
- storage
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Acknowledgment of Lease Terms

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease

0% rent paid on meat raffles

Signature of lessor

Date

10-1-13

Signature of organization official (lessee)

Date

Print name and title of lessor

Jeremy Jesch

owner

Print name and title of lessee

Peg Wetli, CEO

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Reset form

Print form

COUNCIL LETTER 102113-VIB

ADMINISTRATION

RESOLUTION 38-13

DATE: October 17, 2013
FROM: Craig J. Wainio
City Administrator

Resolution Number 38-13 schedules a public hearing for the second meeting in November for vacating a portion of Garden Drive based upon a petition received. This hearing will be used to evaluate the merits of the requested vacation.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 38-13

SETTING A PUBLIC HEARING ON A VACATION COMMENCED BY A PETITION OF A MAJORITY OF ABUTTING LANDOWNERS

WHEREAS, a petition signed by the majority of property owners abutting Garden Drive in the City of Mountain Iron was received by the City Administrator on the 20th day of September, 2013; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate a portion of Garden Drive adjacent to Lots 11, 12 and 13, Block 9 and Lots 5, 6, and 7, Block 10, South Grove Addition, Mountain Iron, Minnesota.

WHEREAS, the City Administrator has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the street to be vacated; and

WHEREAS, a copy of said petition is attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, COUNTY OF SAINT LOUIS, MINNESOTA, that the Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 18th day of November, 2013, before the City Council in the Mountain Iron Room located at 8586 Enterprise Drive at 6:30 pm.

The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF OCTOBER, 2013.

Mayor Gary Skalko

ATTEST:

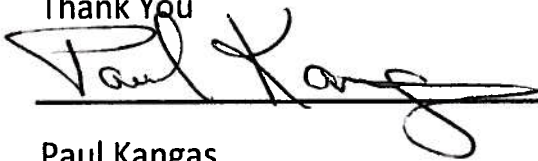
City Administrator

9-20-2013

Mountain Iron City Council

We (Paul and Susan Kangas) request the City Of Mountain Iron to vacate our portion of Garden Drive South that runs on our property.

Thank You



Paul Kangas



Susan Kangas

PART OF LOT 11 Block 9
175-0055-01936
LOTS 12 + 13 Block #9
175-0055-01960
LOTS 5 + 6 + 7 B1K 10
175-0055-02040


COUNCIL LETTER 102113-VIC

ADMINISTRATION

CONTRACTOR SAFETY POLICY

DATE: October 17, 2013
FROM: Craig J. Wainio
City Administrator

Staff, the League of Minnesota Cities and the Safety Committee all recommend that the City have a contractor safety policy in place to limit liability for the City. A policy has been developed based upon a template put out by the League and is enclosed for your consideration.

	<h1>CONTRACTOR SAFETY POLICY</h1>	
	<p>Policy Number 2013-02</p>	<p>Adopted: October 21, 2013</p>

Section 1: Definitions

- A. **Contract:** A legally binding agreement between The City and a contractor to provide goods or perform services. All contracts should be written.
- B. **Contractor:** A contractor is any person or entity hired to perform work on a contract basis.
- C. **Contractors** are not City employees, are not directly supervised by City employees, and are paid according to terms of the contract. Also referred to as an Independent Contractor.
- D. **On-call Contractor:** A contractor who is used on an on-going basis for The City to perform work as needed.
- E. **Sub-contractor:** Any entity or person hired by the contractor to complete parts of the project.
- F. **The City (or City):** The City of Mountain Iron

Section 2: Program Requirements

- A. **Contractor safety records**
 - 1. The City will make efforts to hire contractors with good safety records. Bid specifications for contract work will, when possible, include a requirement that the contractor have a workers' compensation modifier of 1.1 or lower. Alternatively, bid specifications will include language that weighs workers' compensation modifiers when determining who will be awarded the contract.
 - 2. Before a contractor may be awarded a contract, the contractor must provide The City with proof of workers' compensation and liability insurance. The coverage must be adequate to provide proper protection to The City.
- B. **Insurance requirements**
 - 1. When a new contract is awarded, the contractor must name The City on all relevant policies as an "Additional Insured".
 - 2. On-call contractors must provide updated coverage information annually as well

as when their coverage changes and when their policies are renewed.

3. Prior to beginning work, the contractor must provide The City with the appropriate certificates of insurance.

C. Indemnification

1. Transfer risk to the contractor.
2. The contractor should agree to defend and indemnify The City for any claim against the City or City employees, officers or agents arising from the contractor's acts or omissions.

D. Unsafe acts

1. If a City employee witnesses a contractor or sub-contractor performing an unsafe act, the employee should report the act to his or her supervisor immediately. If action is necessary after evaluating the report, The City supervisor shall report the unsafe act to a person who can stop the act, or communicate with the contractor or sub-contractor to stop the act.
2. If a citizen or other non-employee reports an unsafe act, The City employee who receives the report should provide the report to his or her supervisor. It is the responsibility of the supervisor to investigate the report, and if necessary, stop the unsafe act in accordance with subsection (C)(1) above.
3. Employees who are working in conjunction with a contractor or sub-contractor may refuse any work that they perceive as dangerous to life or health.

E. Written safety programs and training

1. Bid specifications should include a requirement that the contractor provide any pertinent written safety programs to The City, if requested, prior to being awarded the contract.
2. Pertinent written safety programs are any written safety programs that would normally be required by OSHA, other regulatory bodies, or The City to perform the work in question.
3. The City will provide any pertinent written safety programs or verbal information, as requested or as required by regulation to the contractor prior to the beginning of the job.
4. Bid specifications will normally include a requirement that the contractor provide records of any pertinent safety training to The City prior to being awarded the contract.
5. Pertinent safety training is any training that would normally be required by OSHA, other regulatory bodies, or The City to perform the work in question. Examples of this training may be: permit-required confined space entry, employee right-to-know, etc.
6. After the contract is awarded, but prior to beginning work covered under the contract, The City will provide the contractor and any sub-contractors with an orientation of The City operations. This orientation will focus on workplace and

project safety. If the contractor has already received this orientation, and has all the information that is provided in the orientation, the orientation is not necessary. Orientation topics will normally include but not be limited to:

- a. Safe access to the work site
 - b. The City safety policies
 - c. Emergency contact information
 - d. The City emergency response procedures
7. Any of The City employees who are affected by the contract work must be briefed on any potential special hazards and protective measures necessary.
 8. The primary contractor on any project will determine which safety program(s) to follow for the contractor's employees and for sub-contractors.

F. Sub-contractors

1. Sub-contractors are bound by the same obligations as contractors for the purposes of this program. All sub-contractors must provide certificates of insurance, and name The City as an "Additional Insured" on their policies.
2. Supervision of sub-contractors is the responsibility of the primary contractor who has hired the sub-contractor.
3. The primary contractor is responsible for ensuring that sub-contractors, if any, perform their work in a safe and healthful manner.
4. Sub-contractors must provide a copy of any pertinent written safety programs and records of pertinent safety training to The City and to the primary contractor prior to beginning any work.

G. Supervision

1. The City will designate one manager or supervisor to act as a liaison to the contractor.
2. The designated representative of The City has the authority to immediately halt any acts performed by the contractor and sub-contractors, if any.
3. Contractors are responsible for supervision of their personnel and sub-contractors at all times.
4. All incidents involving property damage, injury to non-employees, or injury to employees resulting in hospital care must be communicated promptly.

H. Large projects

1. Details of fire safety and site security for a large project should be determined prior to awarding a contract, and should be written into the bid specifications and the contract. If these details change while the project is in progress, the contract should be amended.
2. If The City provides employees for fire watch, security, etc., those employees are to be supervised by a City supervisor.

3. The City employees who participate with the contractor or any sub-contractor as fire watch, security, etc. should receive training on any non-routine work they are performing.

I. Incidental/ Casual Jobs

1. From time to time The City may hire the services of sole proprietors, very small contractors or work program agencies. At the discretion of the City Administrator the requirements of this section may be waived with the following exceptions: B.3., D.1.-3., G.1.-4.
2. Very small contractors must always provide Workers' Compensation insurance for their employees and general liability insurance with reasonable limits of coverage.
3. Sole proprietors must maintain general liability insurance with reasonable coverage.

J. Use of equipment

1. Every effort should be made for contractors and sub-contractors to use their own equipment, and for City employees to use City equipment. If equipment is shared, there should be a written agreement between the parties on how to handle liability and property damage.
2. In an emergency, a contractor or sub-contractor may use City equipment (e.g. using a City fire extinguisher to put out a fire).

ADDENDUM A

Contract Requirement Checklist

Project/contract:

_____ Contract bid specifications include a requirement of workers' compensation modifier of 1.1 or below, OR include language that weighs the contractors' safety records.

_____ The City is named on the contractor's policy as an "Additional Insured". List coverage periods:

_____ The Contractor has provided a certificate of insurance to The City for both liability and workers' compensation. List coverage periods:

_____ The Contractor agrees to defend and indemnify The City of Mountain Iron, and the employees, officers and agents of The City of Mountain Iron for any claims filed against The City of Mountain Iron arising from the contractor's actions.

_____ The Contractor has provided The City with the following written safety programs:

_____ The Contractor has provided The City with the following safety training records:

_____ The Contractor has attended an orientation session for working with The City. List date:

COUNCIL LETTER 102113-VID

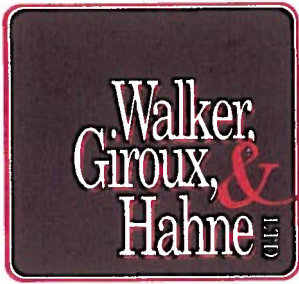
AUDITOR

AUDIT PROPOSAL

DATE: October 17, 2013

FROM: Craig J. Wainio
City Administrator

Enclosed, please find the Audit proposal from Walker, Giroux and Hahne to perform the 2013 Audit. The proposal price is \$22,500 for the Governmental Funds and \$10,500 for the Enterprise Funds. For the 2012 Audit proposal the Governmental Funds were \$21,900 and the Enterprise funds were \$10,250.



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

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

October 2, 2013

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

We are pleased to confirm our understanding of the services we are to provide City of Mountain Iron, Minnesota for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Mountain Iron, Minnesota as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement City of Mountain Iron, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mountain Iron, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Mountain Iron, Minnesota and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Mountain Iron, Minnesota is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with the preparation of your financial statements and related notes. You will be required to acknowledge in the written management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objective discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for

providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain prior written consent to reproduce or use our report in bond offering official statements or other documents.

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

Audit Procedures – General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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

Audit Procedures – Internal Control

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

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

Audit Procedure – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mountain Iron, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

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

We will provide copies of our reports to City of Mountain Iron, Minnesota; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the governmental agency. If we are aware

that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

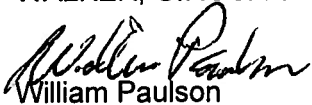
We expect to begin our audit on approximately December 31, 2013 and to issue our reports no later than June 30, 2014. William Paulson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that we agree that our gross fee, including expenses, will not exceed \$22,500 for the City's Governmental Funds and \$10,500 for the Enterprise Funds with an additional fee of \$3,000 if a federal single audit is required. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report accompanies this letter.

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

Very truly yours,

WALKER, GIROUX & HAHNE, LTD.



William Paulson
Certified Public Accountant

RESPONSE:

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

Management signature

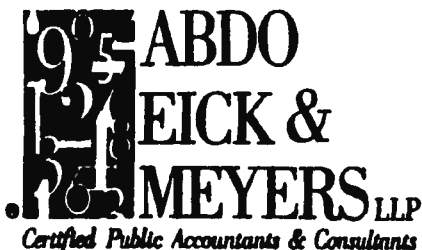
Governance signature

Title

Title

Date

Date



5201 Eden Avenue
Suite 250
Edina, MN 55436

System Review Report

October 17, 2012

To the Shareholders
Walker Giroux & Hahne, Ltd.
And the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Walker Giroux & Hahne, Ltd. (the Firm) in effect for the year ended June 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Walker Giroux & Hahne, Ltd. in effect for the year ended June 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Walker Giroux & Hahne, Ltd. has received a peer review rating of *pass*.

Abdo Eick + Meyers, LLP

COMMUNICATIONS
OCTOBER 21, 2013

1. Saint Louis County, a letter advising the City that the St. Louis County Board voted on September 24, 2013 to eliminate assessment fees effective January 1, 2014. (2013 fee - \$31,812.00)
2. Saint Louis County, forwarding the draft St. Louis County Subsurface Sewage Treatment System Ordinance 61.



Saint Louis County

County Assessor • 212 Courthouse • 100 North 5th Avenue West
Duluth, MN 55802-1291 • Phone: (218) 726-2304
www.stlouiscountymn.gov

David L. Sipila
County Assessor

Kerry W. Welsh
Assistant County Assessor

Cory J. Leinwander
Assistant County Assessor

October 4, 2013

Craig J. Wainio
City Administrator
City of Mountain Iron
8586 Enterprise Dr S
Mountain Iron, MN 55768

RE: Assessment fees

Dear Mr. Wainio:

The St. Louis County Board of Commissioners, at their meeting of September 24, 2013, acted to eliminate assessment fees for those cities and townships using County Assessor services.

This change will go into effect on January 1, 2014 as part of the 2014 St. Louis County fee schedule. For jurisdictions presently using the County Assessor's office for assessment services, a final billing will be mailed for the first half of the 2014 assessment, which covers the period from July 1, 2013 to December 31, 2013. This billing will be mailed in January, 2014. Future assessment services will be provided at no cost to the jurisdiction.

Any additional jurisdictions choosing to use the assessment services of the St. Louis County Assessor's office will be able to do so free of charge. Cities and organized townships still retain the right to employ their own qualified assessor.

Should you have any questions regarding this change, please contact me at (218) 749-7147.

Sincerely,

David L. Sipila
County Assessor

☐ 212 Courthouse
100 North 5th Avenue West
Duluth, MN 55802-1291
(218) 726-2304

☐ 105 SLC Service Center
320 Miners Drive East
Ely, MN 55731-1402
(218) 365-8206

☐ Hibbing City Hall • Room 200
401 East 21st Street
Hibbing, MN 55746
(218) 262-6089

☐ Northland Office Center • Suite 2R
307 1st Street South
Virginia, MN 55792-2666
(218) 749-7147

An Equal Opportunity Employer



Saint Louis County

Environmental Services Department • 307 First St. So., Suite 115 • Virginia, MN 55792
Phone: (218) 749-9703 or 1-800-450-9278 • Fax: (218) 749-0650

Ted Troolin

Director

troolint@stlouiscountymn.gov

TO: Cities, Towns and Other Interested Parties

FROM: Ted Troolin, Director

DATE: October 11, 2013

RE: St. Louis County Subsurface Sewage Treatment System Ordinance 61 Proposed Draft (Replacing Current Ordinance 55)

The St. Louis County Planning Commission, on October 10, 2013, initiated a 60 day review for the purpose of receiving public comments on the proposed draft of St. Louis County Subsurface Sewage Treatment System Ordinance 61 (Ordinance).

Current St. Louis County Subsurface Sewage Treatment System Ordinance 55 was adopted by the St. Louis County Board on August 1, 2000 and amended on September 1, 2008. State law now requires counties to adopt a revised ordinance by February 2014 that reflects recent changes to state law and rule related to the County's onsite subsurface sewage treatment system program. Ordinance 61 will replace Ordinance 55 at the time of adoption by the county board.

Throughout the past few years, staff has spent considerable time working with state-licensed septic designers, inspectors, installers and maintainers, and other interested parties to bring forth the proposed Ordinance. As a whole, we believe that the goals established at the start of the Ordinance process have been met.

Key elements of the Ordinance include meeting state law and rule requirements while incorporating local considerations, removing provisions better addressed in the County's zoning and subdivision ordinances, maintaining less restrictive compliance criteria when applicable, broadening the use of holding tanks, modifying the point of sale program requirements, and incorporating local system design considerations.

A copy of the draft proposal is now available for review on the County's website at the following link: www.stlouiscountymn.gov/ordinance61. A written copy of the proposed ordinance amendment may be requested by calling (800) 450-9278.

Please submit comments by December 9, 2013. Comments may be submitted by email to Mark St. Lawrence at stlawrencem@stlouiscountymn.gov, or by mailing comments to St. Louis County Environmental Services Department, 307 First Street South, Northland Office Center, Suite 115, Virginia, MN 55792. The Planning Commission will consider all public comments and public testimony at a hearing at 9:30 A.M. on Thursday, December 12, 2013 in the Liz Prebich Conference Room – 3rd Floor, Northland Office Center, Virginia, MN.