

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, NOVEMBER 19, 2007 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the November 5, 2007, Regular Meeting (#1-11)
  - B. Communications (#66-68)
  - C. Receipts
  - D. Bills and Payroll
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Sr. Citizens New Years Party (#12)
    - 2. Mailing Address (#13)
    - 3. Set Committee-of-the-Whole Meeting (#14)
  - B. City Administrator's Report
    - 1. 2007 Audit Contract (#15-23)
  - C. Director of Public Works Report
    - 1. Curbside Recycling Contract (#24-35)
  - D. Sheriff's Department Report
  - E. City Attorney's Report
  - F. City Engineer's Report
    - 1. Alley Pavement Feasibility Report \*
  - G. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Workers' Compensation Program (#36-53)
  - B. Library Elevator Service Contract (#54-59)
  - C. Temporary Liquor License(#60-63)
  - D. Additional IRR Grants (#64)
  - E. Communications (#66-68)
- VII. Open Discussion on City Business
- VIII. Announcements
- IX. Closed Meeting - Administrative Negotiations (#65)
- X. Adjourn

# Denotes page number in packet

\* Enclosed in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
NOVEMBER 5, 2007

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Joe Prebeg, Jr. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; and John Backman, Sergeant.

It was moved by Skalko and seconded by Zupancich to refer the following agenda items to the following Boards/Commission as follows:

- VI. D. Seasonal Resident Fees: referred to the Utility Advisory Board
- E. South Grove Neighborhood Meeting: referred to Street and Alley Committee
- F. West Virginia/Westgate Neighborhood Meeting: referred to Street and Alley Committee

The motion carried.

It was moved by Skalko and supported by Stanaway that the consent agenda be approved as follows:

1. Add the following items to the agenda:
  - VI. I. Fire Department and Laurentian Energy AuthorityRemove the following item from the agenda:
  - VI. G. Administration Negotiations
2. Approve the minutes of the October 15, 2007, City Council meeting as submitted.
3. Approve the minutes of the October 29, 2007, Special Joint City Council meeting with the following corrections:

Remove "Gene Matthew, City Councilor, City of Buhl" from attendance list.  
Page 2, last paragraph, last sentence: "and ~~work on a potential~~ update the current grant application to fund the development of this."
4. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
5. To acknowledge the receipts for the period October 16-31, 2007, totaling \$167,042.50, (a list is attached and made a part of these minutes).

The motion carried.

Councilor Roskoski requested that the bills and payroll be voted on separately.

It was moved by Zupanich and seconded by Stanaway that the following item be approved:

6. To authorize the payments of the bills and payroll for the period October 16-31, 2007, totaling \$456,793.05, (a list is attached and made a part of these minutes).

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

During the public forum, Deb Kaivola was present and informed the Council that her daughter would be adopting two children from Ethiopia and she is holding a rummage sale at Nichols Hall on December 1<sup>st</sup> and 2<sup>nd</sup> for a fund raiser to assist her daughter with the expenses and she requested that the Council waived the rental fees for the building.

It was moved by Skalko and seconded by Zupancich to waive the rental fees for the Nichols Hall on December 1<sup>st</sup> and 2<sup>nd</sup> for a rummage sale to be held by Deb Kaivola for a fund raiser for her daughter. The motion carried.

Councilor Roskoski informed the Council that Gus Kimpling would not be able to attend the meeting. The Council suggested that Mr. Kimpling appear before the Utility Advisory Board regarding his issue about utility fees.

The Mayor updated the Council on the following:

- Street and Alley Committee Meeting. They met about three weeks ago with Ron Garden and Bob Lloyd, from Saint Louis County, regarding a possible takeover of Old Highway 169 in Kinross. He said that the St. Louis County Officials said they would not takeover any additional roads, but they would consider a road exchange.
- Saint Louis County Highway 7. The Saint Louis County Officials said that in 2008, the Council would be blacktopping from Highway 37 north to Highway 101. And, in 2010, they will be blacktopping from Highway 101 to Highway 169.
- Voss Road. There was a request to the County to work on the road. The Saint Louis County Officials said there was not enough traffic on this road to warrant any improvements.
- County Road 102/Mineral Avenue. The County Officials advised the Committee that Mineral Avenue, heading south from Mud Lake Road to County Road 7 is not on the five year plan, but the plan could change in the future.
- County Road 761/Campground Road. Advised the Saint Louis Officials that there is a need for more signage by the boat landing.
- Joint Meeting. Commented that the Joint Meeting with the Mountain Iron-Buhl School Board, City of Buhl, City of Kinney, and Great Scott Township. He said that this was a productive meeting and would be conducted at least two times per year.
- Street Overlay Projects. Due to the wet Fall weather, Ulland Brothers did not get all the road overlays completed as anticipated.

- Onions in Mesabi Daily News. The Mayor addressed recent “Onions” given in the Mesabi Daily News regarding the Unity Drive extension to South Grove. He said that this road project has been in the works for over 30 years. He also said that a thank you plaque was placed in the Downtown Park and everything was done appropriately with regard to the placement of the plaque. He requested that Bill Hanna and the Staff at the Mesabi Daily News really look at their policy regarding unsigned literature because this offers no accountability.

It was moved by Skalko and seconded by Stanaway to set a Committee-of-the-Whole meeting for Wednesday, November 14, 2007 at 6:30 to discuss the 2008 budget. The motion carried.

It was moved by Skalko and seconded by Zupancich to authorize the purchase of a new prefabricated pavilion for the South Grove Park at a cost of \$9,609.76 and authorize the installation of the pavilion at a cost of \$3,400, with the funds being expended from the reallocated Saint Louis County Land Grant. The motion carried on the following roll call vote: Stanaway, yes; Roskoski, yes; Zupancich, yes; and Skalko, yes.

It was moved by Zupancich and seconded by Skalko to authorize the sale of the following equipment as listed:

1997 Plow Truck	VIN #1GCGK24R3VZ112775	Daniel Yernatich	\$1,000
1998 Ford 4W EPT	VIN #1FMRU18W4WLB48861	Scot Christenson	\$ 500
1997 Chev PK GM4	VIN #1GCGK24R5VZ113149	Scot Christenson	\$1,400

The motion carried with Councilor Roskoski voting no.

The City Administrator reported on the following:

- Financial Review. The Administrator said that the 2008 budget should be good. The 2007 General Fund finances look good. The Enterprise Funds look good except for the Wastewater Treatment Plant Fund, which has a projected loss.
- 16<sup>th</sup> Avenue. The Project was delayed because the City of Virginia did not award the bid in a timely manner. The Contractors are trying to get the wear coarse down before winter.
- Mott Pit Access. He said that some research was completed and the access is owned by DNR and was built by the IRR with Mineland Reclamation funding. He said that the brushing project could be completed by the Sentence to Serve Program. He said that the barbecues could change the use of the site and the City would have to enter into a lease with the DNR if they were installed. It was the consensus of the Council to not install barbecues at the access.

During the Sheriff's Department report, the Sergeant advised the Council that Deputy Yarich was recognized by Saint Louis County for her actions at the fire at Mountain Manor.

The Council reviewed the Tennis Court estimate as prepared by the City Engineer.

It was moved by Zupancich and seconded by Stanaway to authorize Payment Request Number Three to Utility Systems of America in the amount of \$71,337.23 for the Unity Addition Phase II Residential Development. The motion carried on the following roll call vote: Roskoski, yes; Zupancich, yes; Stanaway, yes; Skalko, yes, and Prebeg, absent.

It was moved by Stanaway and seconded by Zupancich to authorize Payment Request Number Four to Hibbing Excavating Incorporated in the amount of \$2,671.70 for the Mountain Iron Drive Storm Drainage Improvement Project. The motion carried on the following roll call vote: Zupancich, yes; Stanaway, yes; Roskoski, no; Skalko, yes; and Prebeg, absent.

It was moved by Zupancich and seconded by Stanaway to authorize Change Order Number One for the Mountain Iron Drive Storm Drainage Improvement Project to decrease the project amount by \$8,588.00. The motion carried with Councilor Roskoski voting no.

Councilor Roskoski requested that the City Administrator speak to the City Engineer regarding the second resurfacing of the Nichols Hall parking lot still having a bird bath measuring approximately 20 feet by 30 feet.

It was moved by Roskoski and seconded by Stanaway to authorize the request of the Mountain Iron Fire Department and authorize expenditures up to \$1,500 from Charitable Gambling funds for use for National Fire Prevention Week supplies to be used at the Merritt Elementary School and the Mountain Iron Halloween Carnival. The motion carried.

The following items were discussed during the Liaison Reports:

- Parks and Recreation. Councilor Roskoski said that he had contacted a Representative from the League of Minnesota Cities (LMC) and asked him what kind of guidelines that the LMC follows for playground equipment. The Representative advised him that the LMC follows the Federal Standards for playground equipment.
- Library Board. Councilor Stanaway advised the Council that the Librarian was working tonight and would not be available to give a report, so she wrote a brief report and Councilor Stanaway read it to the Council. Librarian Patrons: August, 1,506; September, 904 (Library was closed for one week do to the reconstruction project); and October 1,569. The Council commended the past and current Library Staff.
- Economic Development Authority. Councilor Zupancich updated the Council stating that the EDA was hopeful that a development agreement would be executed for the housing development south of South Grove.

At 7:22 p.m., Councilor Roskoski left the meeting.

At 7:24 p.m., Councilor Roskoski returned to the meeting.

It was moved by Zupancich and seconded by Stanaway to adopt Resolution Number 49-07, Charitable Gambling at the Sawmill Saloon, (a copy is attached and made a part of these minutes). The motion carried.

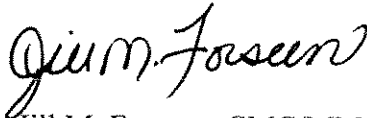
It was moved by Stanaway and seconded by Skalko to adopt Resolution Number 50-07, Charitable Gambling at the Mountain Iron Senior Center, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Skalko and seconded by Zupancich to adopt the Building Use Policy as presented, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Stanaway and seconded by Roskoski to direct City Staff to meet with the Laurentian Energy Authority Representatives and look into the issues with regard to the fire department costs for fire calls. The motion carried.

At 7:33 p.m., it was moved Skalko and seconded by Roskoski that the meeting be adjourned. The motion carried.

Submitted by:



Jill M. Forseen, CMC/MMCA  
Municipal Services Secretary

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

#### COMMUNICATIONS

1. Bakke Family, a thank you for the flowers for the funeral for Maggie Bakke.
2. Father John Doyle, a thank you for the two family swings recently installed at the Downtown Park.
3. Merritt Elementary PTA, a thank you for assisting with the installation of the two new tetherball games at Merritt Elementary and also for the use of the equipment to unload the new playground equipment.
4. League of Minnesota Cities, forwarding the 2008 draft legislative policies.

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	124,463.21
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	70.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	950.00
FINES	CRIMINAL	1,152.19
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	234.00
BUILDING RENTALS	NICHOLS HALL	130.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	460.51
METER DEPOSITS	ELECTRIC	1,450.00
PERMITS	BUILDING	20.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	28,392.49
BUILDING RENTALS	COMMUNITY CENTER	325.00
COPIES	COPIES	3.75
MISCELLANEOUS	REIMBURSEMENTS	694.22
MISCELLANEOUS	BOND PROCEEDS-FUND 104	312.15
PERMITS	CONDITIONAL USE	150.00
INTERGOVERNMENTAL REVENUE	STATE OF MN-LANDSCAPE GRANT	3,530.47
MISCELLANEOUS	ASSESSMENT SEARCHES	20.00
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	786.76
CD INTEREST	CD INTEREST 101	275.00
CD INTEREST	CD INTEREST 378	1,425.00
CD INTEREST	CD INTEREST 602	350.00
CD INTEREST	CD INTEREST 603	425.00
CD INTEREST	CD INTEREST 604	25.00
METER DEPOSITS	WATER	15.00
MISCELLANEOUS	HALLOWEEN CARNIVAL PROCEEDS	1,382.75
Summary Totals:		<u>167,042.50</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/07	11/08/2007	135629	10008	AIRGAS NORTH CENTRAL	101-20200	223.74
11/07	11/08/2007	135630	10033	ALERT-ALL CORPORATION	230-20200	385.92
11/07	11/08/2007	135631	10025	ARROWHEAD REGION EMER. MGMT A	101-20200	25.00
11/07	11/08/2007	135632	5007	ASSURANT EMPLOYEE BENEFITS	101-20200	621.93
11/07	11/08/2007	135633	20022	BENCHMARK ENGINEERING INC	301-20200	31,480.50
11/07	11/08/2007	135634	30017	CARQUEST (MOUNTAIN IRON)	603-20200	723.45
11/07	11/08/2007	135635	1105	CHERRY MUSIC BOOSTERS	101-20200	100.00
11/07	11/08/2007	135636	220003	CITY OF VIRGINIA	101-20200	348.21
11/07	11/08/2007	135637	30053	CONSOLIDATED TRADING COMPANY	604-20200	1,739.57
11/07	11/08/2007	135638	30032	COURT ADMIN.-CONCILIATION	603-20200	245.00
11/07	11/08/2007	135639	40020	DORHOLT TILE & HOME CENTER INC	301-20200	11,890.00
11/07	11/08/2007	135640	1102	DUANE SAATELA	101-20200	100.00
11/07	11/08/2007	135641	40015	DULUTH NEWS TRIBUNE	101-20200	241.28
11/07	11/08/2007	135642	40027	DULUTH/SUPERIOR COMMUNICATION:	101-20200	2,055.00
11/07	11/08/2007	135643	60026	FASTENAL COMPANY	101-20200	37.98
11/07	11/08/2007	135644	60039	FUN TIME RENTAL	101-20200	125.00
11/07	11/08/2007	135645	5013	GIRLS SCOUT TROOP 1229	101-20200	274.80
11/07	11/08/2007	135646	70004	GRANDE ACE HARDWARE	602-20200	20.24
11/07	11/08/2007	135647	70028	GREATER MINNESOTA AGENCY INC	101-20200	192.00
11/07	11/08/2007	135648	70029	GUARDIAN PEST CONTROL INC	101-20200	65.76
11/07	11/08/2007	135649	80022	HAWKINS INC	601-20200	1,561.30
11/07	11/08/2007	135650	80008	HIBBING EXCAVATION INC	301-20200	2,671.70
11/07	11/08/2007	135651	80010	HOMETOWN ELECTRIC	301-20200	7,837.50
11/07	11/08/2007	135652	20006	JOSEPH BURIA	101-20200	912.61
11/07	11/08/2007	135653	120032	LAKE COUNTRY POWER	101-20200	162.00
11/07	11/08/2007	135654	120002	LAWSON PRODUCTS INC	101-20200	533.52
11/07	11/08/2007	135655	120039	LEEF SERVICES	101-20200	21.30
11/07	11/08/2007	135656	120012	LIBRARY STORE	101-20200	107.91
11/07	11/08/2007	135657	120014	LUNDGREN MOTORS	101-20200	27.23
11/07	11/08/2007	135658	130004	MESABI DAILY NEWS	601-20200	1,053.52
11/07	11/08/2007	135659	130093	MESABI RANGE COLLEGE	101-20200	40.00
11/07	11/08/2007	135660	1300121	MIB CHEERLEADERS	101-20200	88.40
11/07	11/08/2007	135661	130138	MIB JUNIOR CLASS	101-20200	139.40
11/07	11/08/2007	135662	130077	MIB QUARTERBACK CLUB	101-20200	61.60
11/07	11/08/2007	135663	140026	MINNESOTA ENERGY RESOURCES	101-20200	477.11
11/07	11/08/2007	135664	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	50.00
11/07	11/08/2007	135665	130009	MINNESOTA POWER	101-20200	47,394.03
11/07	11/08/2007	135666	130010	MINNESOTA UC FUND	101-20200	117.33
11/07	11/08/2007	135667	130014	MOUNTAIN IRON FIREMENS RELIEF	101-20200	30.80
11/07	11/08/2007	135668	130120	MOUNTAIN IRON GIRL SCOUTS	101-20200	97.00
11/07	11/08/2007	135669	130003	MOUNTAIN IRON-BUHL COM SERV	101-20200	153.80
11/07	11/08/2007	135670	130130	MOUNTAIN IRON-BUHL HOOP CLUB	101-20200	144.00
11/07	11/08/2007	135671	130012	MOUNTAIN IRON-BUHL NATIONAL	101-20200	107.60
11/07	11/08/2007	135672	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	39,372.16
11/07	11/08/2007	135673	140008	NORTRAX EQUIPMENT/POWERPLAN	101-20200	67.87
11/07	11/08/2007	135674	40032	OFFICE OF ENTERPRISE TECHNOLOG	101-20200	409.79
11/07	11/08/2007	135675	7032	PETERSON CANDY AND SUPPLY	230-20200	54.58
11/07	11/08/2007	135676	1101	PHILIP IHINGER	101-20200	100.00
11/07	11/08/2007	135677	160032	PORTABLE JOHN	101-20200	152.85
11/07	11/08/2007	135678	160020	PTM DOCUMENT SYSTEMS	603-20200	233.87
11/07	11/08/2007	135679	170003	QUAD CITIES GYMNASICS	101-20200	99.00
11/07	11/08/2007	135680	170007	QUILL CORPORATION	603-20200	215.36
11/07	11/08/2007	135681	170001	QWEST	101-20200	220.73
11/07	11/08/2007	135682	9013	RANGE MENTAL HEALTH CENTER	101-20200	100.00
11/07	11/08/2007	135683	180017	RELIABLE OFFICE SUPPLIES	603-20200	274.12
11/07	11/08/2007	135684	180045	RESERVE ACCOUNT	601-20200	500.00
11/07	11/08/2007	135685	180059	ROBERT MAKI	101-20200	1,008.00



Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/07	11/08/2007	135686	180050	ROSS INDUSTRIES INC	230-20200	307.78
11/07	11/08/2007	135687	190005	SACRED HEART CHURCH	101-20200	49.60
11/07	11/08/2007	135688	190003	SARANEN AUTO	101-20200	280.48
11/07	11/08/2007	135689	190045	SERVICE SOLUTIONS	101-20200	392.08
11/07	11/08/2007	135690	190004	SKUBIC BROS INC	603-20200	12.73
11/07	11/08/2007	135691	190043	SPIRIT LAKE 4-H CLUB	101-20200	93.40
11/07	11/08/2007	135692	190039	ST LOUIS COUNTY RECORDERS OFFC	101-20200	40.00
11/07	11/08/2007	135693	1900877	SUNSET	230-20200	583.28
11/07	11/08/2007	135694	1106	SUSAN GOODEN	101-20200	50.00
11/07	11/08/2007	135695	200003	TACONITE TIRE SERVICE	101-20200	480.63
11/07	11/08/2007	135696	200020	THE TRENTI LAW FIRM	301-20200	9,846.23
11/07	11/08/2007	135697	210030	U S BANK TRUST SERVICES	37420200	48,116.25
11/07	11/08/2007	135698	210006	UTILITY SYSTEMS OF AMERICA INC	301-20200	71,337.23
11/07	11/08/2007	135699	220025	VERIZON WIRELESS	101-20200	21.51
11/07	11/08/2007	135700	1103	VICKI COCHRAN	101-20200	50.00
11/07	11/08/2007	135701	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	28,236.64
11/07	11/08/2007	135702	220026	VIRGINIA HOME CENTER	101-20200	66.21
11/07	11/08/2007	135703	230004	WENCK ASSOCIATES INC	101-20200	213.71
11/07	11/08/2007	135704	230028	WISCONSIN ENERGY CONSERVATION	604-20200	128.60
11/07	11/08/2007	135705	240001	XEROX CORPORATION	101-20200	386.80
11/07	11/08/2007	135706	260005	ZEP MANUFACTURING COMPANY	101-20200	155.07
11/07	11/08/2007	135707	260001	ZIEGLER INC	101-20200	1,181.18

Totals:

319,522.78

Payroll-PP Ending 10/19/07

84,594.35

Payroll-PP Ending 11/02/07

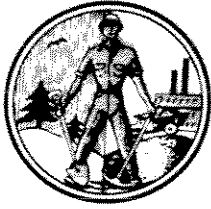
52,675.92

TOTAL EXPENDITURES

\$456,793.05

**DUE TO THE LENGTH  
OF THE  
BUILDING RENTAL POLICY,  
IT WILL NOT BE  
COPIED AGAIN  
TO BE SUBMITTED  
FOR THE APPROVAL OF THE MINUTES.**

**PLEASE REFER TO  
THE NOVEMBER 5, 2007  
CITY COUNCIL PACKET  
FOR A COMPLETE COPY  
OF THE BUILDING RENTAL POLICY.  
PLEASE NOTE: THE ONE WORD ADDITION  
(RUMMAGE) ON THE FIRST PAGE WAS  
INCLUDED IN THE POLICY.**



# 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 49-07

### CHARITABLE GAMBLING

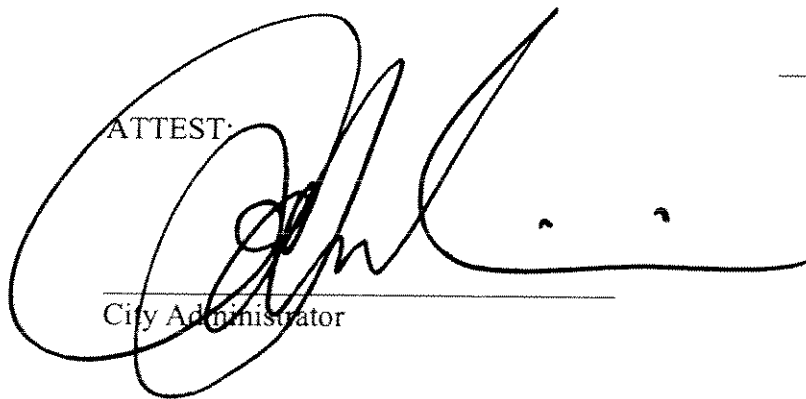
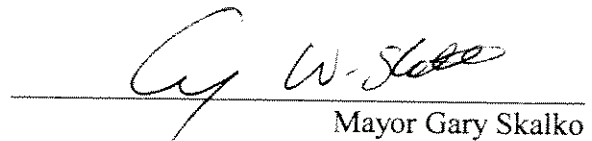
WHEREAS, Climb, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at Sawmill Saloon located at 5478 Mountain Iron Drive, Mountain Iron, MN 55792, and;

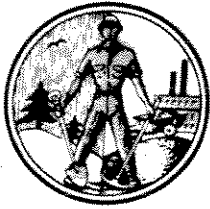
WHEREAS, Climb, is requesting that a Charitable Gambling Permit be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL, that the Mountain Iron City Council hereby approves said premise permit.

DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF NOVEMBER, 2007.

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko



# 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 50-07

### CHARITABLE GAMBLING

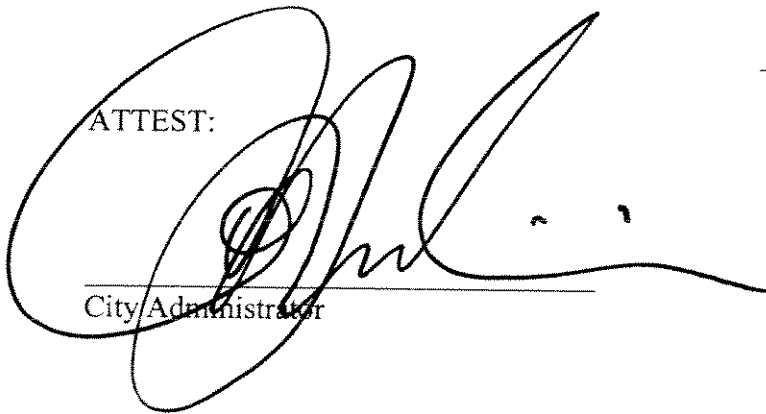
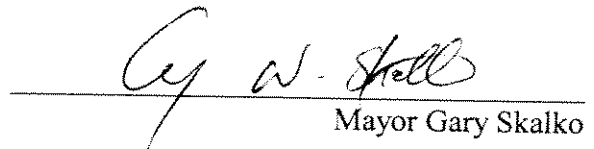
**WHEREAS**, American Legion Post 220, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at the Mountain Iron Senior Citizens Center, and;

**WHEREAS**, American Legion Post 220, is requesting that a Charitable Gambling Permit be issued.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN IRON CITY COUNCIL**, that the Mountain Iron City Council hereby approves said premise permit.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF NOVEMBER, 2007.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko

**COUNCIL LETTER 111907-IVA1**

**MAYOR SKALKO**

**DONATION FOR SENIOR CITIZENS**

**DATE:** November 14, 2007

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

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Mayor Skalko requested this item be placed on the agenda with this background information:

As has been done in previous years, I recommend a \$100 donation from the City for the annual Senior Citizens New Year's Party to be used for prizes.

**COUNCIL LETTER 111907-IVA2**

**MAYOR SKALKO**

**MAILING ADDRESSES**

**DATE:** November 14, 2007

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

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Mayor Skalko requested this item be placed on the agenda with this background information:

Again, with the release of the new Qwest (DEX) phone books, the mailing addresses in these areas are incorrect. As a City, we have already tried twice to get this corrected. I recommend we try one more time (3 strikes-your out theory) to have Staff contact Qwest (DEX) officials to try and correct these addresses for the phone books coming out in October of 2008.

**COUNCIL LETTER 111907-IVA3**

**MAYOR SKALKO**

**COW MEETING**

**DATE:** November 14, 2007

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

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Mayor Skalko requested this item be placed on the agenda with this background information:

Set up a COW Meeting to discuss the 2008 Budget.

**COUNCIL LETTER 111907-IVB1**

**AUDITOR**

**AUDIT PROPOSAL**

**DATE:** November 14, 2007

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

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Enclosed, please find the Audit proposal from Walker, Giroux and Hahne to perform the 2007 Audit. The proposal price is \$17,500 for the Governmental Funds and \$8,300 for the Enterprise Funds. For the 2006 Audit proposal the Governmental Funds were \$16,500 and the Enterprise funds were \$7,700.





CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

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

November 1, 2007

Mr. Craig Wainio, Administrator  
City of Mountain Iron  
8586 Enterprise Dr. South  
Mountain Iron, MN 55768-8260

Dear Craig:

Enclosed please find an engagement letter for your audit.


The American Institute of Certified Public Accountants recently issued eleven new auditing standards (SAS 104-114). These new standards will significantly impact the required level of our audit documentation and risk assessment, and the manner of reporting audit findings to you. As a result, additional time will be required to complete your audit.

Please take the time to review and approve the enclosed engagement letter at your earliest convenience. We will contact you to schedule your audit and begin preliminary planning for your audit.

Please call if you have any questions.

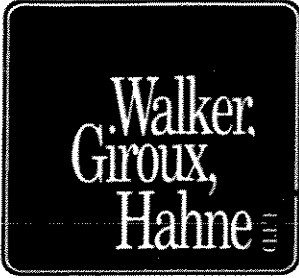
Very truly yours,

WALKER, GIROUX & HAHNE, LTD.



Gary E. Giroux  
Certified Public Accountant

GEG/pkm  
Enc.



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

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

November 1, 2007

Mr. Craig Wainio, Administrator  
City of Mountain Iron  
8586 Enterprise Dr. So.  
Mountain Iron, Minnesota 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, 2007. 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 aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Mountain Iron, Minnesota, as of and for the year ended December 31, 2007. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Mountain Iron, Minnesota's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of Mountain Iron, Minnesota's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. 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 revenues, expenditures and changes in fund balance – budget to actual.

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies City of Mountain Iron, Minnesota's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Combining and 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 additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards 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. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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 applicable laws, regulations, contracts, agreements and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. 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 establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mountain Iron, Minnesota and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are responsible for management decisions and functions. We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the City of Mountain Iron, Minnesota's general ledger into a working trial balance. As part of the audit we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud 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 and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements or abuse that we may report.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

#### **Audit Procedures – General**

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

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. 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, 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 also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial

statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on the 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 significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mountain Iron, Minnesota's compliance with 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*.

### **Audit Administration, Fees, and Other**

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

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 date 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 contesting the audit finding for guidance prior to destroying the audit documentation.

City of Mountain Iron, Minnesota  
November 1, 2007  
Page 5

Our fees 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.) not to exceed \$17,500.00 for Governmental Funds and \$8,300.00 for the Enterprise Funds. 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 fees are 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 2006 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.



Gary E. Giroux  
Certified Public Accountant

RESPONSE:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Jelinek Metz McDonald, Ltd.

A CERTIFIED PUBLIC ACCOUNTING & FINANCIAL SERVICES FIRM

JOHN G. JELINEK, CPA, PFS   WILLIAM METZ, CPA   DOUGLAS M. McDONALD, CPA   DARIAN J. KLEIN, CPA, PFS   JUDD NORDQUIST, CPA

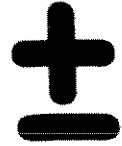
DENISE STONER, CPA  
JENNIFER TROAST, CPA  
BRYAN SWARTZ, CPA  
SHARI BOROWICZ, CPA  
NICHELLE MARSHMAN, CPA

November 8, 2006

To the Shareholders  
Walker, Giroux, & Hahne, Ltd.  
Virginia, MN

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, 2006. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with 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 with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe the procedures we performed provide a reasonable basis for our opinion.



In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selective tests, therefore, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it. There are inherent limitations in the effectiveness of any system of quality control and, therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies and procedures may deteriorate.

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, 2006, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

*Jelrick May McDonald, Ltd.*





# Saint Louis County

Purchasing Department • Government Services Center, 320 West 2nd St., Room 709,  
Duluth, MN 55802-1404  
Phone: (218)726-2666 • Fax: (218)733-2971

**Dick Florey, CPPO**  
Director of Purchasing

November 2, 2007

City of Mt. Iron  
Mt. Iron City Hall  
8586 Enterprise Dr. S.  
Mt. Iron, MN 55768

**SUBJECT: CONTRACT - CURBSIDE RECYCLING**

Enclosed for your review is one (1) copy of a contract in regard to the above referenced subject.

1. Please sign and return all to Purchasing for further distribution. A fully executed copy will be returned to you.
2. Also, provide a certificate of insurance meeting the County requirements and naming St. Louis County as additional insured.

The purchase order will be issued once the contract is executed.

If you should have further questions, or require additional information, please don't hesitate to contact us.

Sincerely,

St. Louis County  
Purchasing Department

Sonya Nelson  
Information Specialist II

Enclosures

cc:, Damion 2007-003980

24

**MISSION STATEMENT**

To continually improve its efforts to meet or exceed the expectations of its customers. To emphasize teamwork and involvement within departments in identifying and implementing programs to save time and money while maintaining the highest quality in services, goods, and relations with the local business and community.

**An Equal Opportunity Employer**

**AGREEMENT FOR COLLECTION OF  
RESIDENTIAL AND COMMERCIAL  
RECYCLABLE MATERIALS**

This Agreement is made and entered into by and between **ST. LOUIS COUNTY**, a body corporate and politic existing under the laws of the State of Minnesota, (the "County") and the **CITY OF MT. IRON**, City Hall, Mt. Iron, MN 55768 (the "Provider").

WHEREAS, the County relies on clean curbside or alley ("Curbside") collected recyclable materials as one of the primary methods of recyclables collection to achieve SCORE and County recycling goals; and

WHEREAS, the Provider will continue to provide Curbside recyclable materials collection for its residents and businesses in the years 2008 through 2012; and

WHEREAS, the Provider will continue to provide the County with all Curbside collected recyclable materials collected by or for the Provider in the years 2008 through 2012; and

WHEREAS, the County will pay for the processing and marketing of Curbside collected recyclable materials, up to a predetermined maximum tonnage, weighed and hauled by the Provider to the County recyclables processing facility.

NOW, THEREFORE, the County and the Provider agree as follows:

**SECTION I. TERM**

The term of this Agreement shall be from January 1, 2008 to December 31, 2012, unless earlier terminated by law or as provided herein. The term of this Agreement may be extended for two (2) one (1) year extensions upon mutual agreement of the parties.

**SECTION II. SERVICES**

The Provider shall provide collection services of recyclable materials as set forth in Attachment A, attached hereto and made a part hereof as if fully set forth herein. The Provider shall collect recyclables only within its corporate limits.

**SECTION III. COUNTY-PAID PROCESSING**

Conditions to Qualify for County-Paid Processing:

1. The Provider will provide a minimum of one Curbside recycling collection per resident/business per month.
2. At a minimum of once per month, the Provider will accept:
  - A. Commingled fiber items (newspaper, magazines, catalogs and telephone books up to ½-inch thick, junk mail (including "window" envelopes), office paper, file folders, brown paper bags, and boxboard).

- B. Commingled core recyclables, delivered source-separated to the County-contracted recyclables processor (glass food and beverage containers, aluminum and bi-metal cans, tin-coated steel cans, and “necked” high-density polyethylene (HDPE) and “necked” polyethylene terephthalate (PET) plastic containers).
- C. At the discretion of the Provider, corrugated cardboard may be included in the Provider’s Curbside collection program.
- D. The Provider shall deliver to the County all program approved recyclable materials collected in the Provider’s Curbside collection program.
- E. The Provider shall pay all costs including, but not limited to, the collection and haulage of recyclable materials to the County recyclable materials processing facility.

The County requires all recyclables collection vehicles be weighed at the Regional Landfill or Hibbing Transfer Station. Prior to being weighed, the recyclables collection vehicles shall unload glass at a designated glass stockpile located at the Regional Landfill or the Hibbing Transfer Station. Once weighed, the Provider shall deliver the curbside collected materials and the corresponding weigh slip to the County recyclable materials processing facility.

The County will pay the Provider’s processing cost for Curbside collected recyclable materials, up to a maximum of 230 tons, delivered to the County recyclables processing facility during the term of this agreement.

It will be the responsibility of the Provider to pay processing and marketing costs for Curbside recyclable materials delivered by the Provider to the County-designated recyclables processing facility or recyclables transfer station exceeding the 230-ton maximum.

The County will have the right to charge the Provider a \$40.00 per ton pre-processing fee for contaminated loads of Curbside collected recyclable materials collected in the Provider’s Curbside recycling program and delivered to the County-designated recyclables processing facility or recyclables transfer station. The County may also charge the Provider a \$39.00 per ton landfill tipping fee for the disposal of any non-recyclable residuals resulting from the contaminated loads.

**SECTION IV. LICENSES**

The Provider shall be responsible for securing and maintaining in effect, for the duration of this Agreement, all permits and licenses required for performance of the Agreement.

**SECTION V. FINES**

The Provider shall pay all fines due to lack of plates or permits, speeding, overweight or similar charges that may be duly and lawfully imposed or assessed by reason of the Provider's failure to comply with the rules and regulations and orders of any or all regulatory bodies having jurisdiction.

**SECTION VI. INDEPENDENT CONTRACTOR**

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto.

At all times and for all purposes hereunder, the Provider is an independent contractor and Provider's employees are not employees of the County for any purpose. This Agreement shall not be construed so as to find the Provider or any employee or agent of the Provider to be an employee of the County, and neither the Provider nor the Provider's employees and agents shall be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury and property damage claims.

The Provider may not present itself, actually or impliedly, as an employee of the County and shall disclose itself as an independent contractor only.

## SECTION VII. INSURANCE

The following insurance must be maintained by the Contractor for the duration of this contract. A Certificate of Insurance for each policy must be on file with St. Louis County Purchasing Department within 10 days of execution of the contract and prior to commencement of any work under this contract. Each certificate must include a 10-day notice of cancellation, non-renewal, or material change to all named and additional insureds.

The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

### General Liability Insurance

\$300,000 for claims for wrongful death and each claimant for other claims, for claims arising before Jan. 1, 2008; \$400,000 for claims arising on or after Jan. 1, 2008, and before July 1, 2009; \$500,000 for claims arising after July 1, 2009;

\$1,000,000 each occurrence for claims arising before Jan. 1, 2008; \$1,200,000 for claims arising on or after Jan. 1, 2008, and before July 1, 2009; \$1,500,000 for claims arising on or after July 1, 2009;

No less than \$2,000,000 aggregate coverage

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County **must be named additional insured.**

### Business Automobile Liability Insurance

\$300,000 Each Person  
\$1,000,000 Each Occurrence

Must cover owned, non-owned and hired vehicles.

## INDEMNIFICATION CLAUSE

Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless St. Louis County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the

performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "INSURANCE".

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

Workers' Compensation Per Statutory Requirements. St. Louis County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder.

## **SECTION VIII. SUBCONTRACTORS AND ASSIGNMENT**

The Provider shall neither enter into subcontracts for the performance of any of the services contemplated under this Agreement, nor assign any interest in this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

## **SECTION IX. TERMINATION**

The County may immediately terminate this Agreement under the following conditions:

A. Failure to Collect or Transport Recyclable Materials

The County reserves the right to terminate the Agreement if the Provider fails to collect or transport the recyclable materials in accordance with agreed schedule, County Ordinances and Specifications, MPCA Rules and Regulations, or other local, state, or federal regulations and all amendments thereto.

B. Bankruptcy

This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of the Provider. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.

C. Default

The County may terminate immediately in the event of the Provider's default of this Agreement.

D. Other

The County reserves the right to terminate this Agreement immediately as a result of non-discretionary acts of others beyond its control, to include, but not limited to, action(s) of regulatory agencies, acts of nature, etc.

Notwithstanding the above provisions, the County or the Provider may terminate this Agreement at any time with or without cause upon one hundred twenty (120) days written notice delivered by mail or in person to the other party.

**SECTION X. DISCRIMINATION IN EMPLOYMENT - Minnesota Statutes Section 181.59**

The Provider agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age.

**SECTION XI. COMPLIANCE WITH REGULATIONS**

The Provider agrees to comply with all federal, state, and local laws, and ordinances and amendments thereto and all applicable rules, regulations, and standards established by any agency or such governmental units that are now or hereinafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement.

**SECTION XII. TIME OF ESSENCE**

Time is of the essence with respect to all provisions of this Agreement.

**SECTION XIII. NOTICES**

All notices and communications arising pursuant to this Agreement shall be directed to the County through the St. Louis County Solid Waste Department Director, St. Louis County Solid Waste Department, 115 Northland Office Center, 307 First Street South, Virginia, Minnesota 55792 (218) 749-9703 and to Provider through the Mt. Iron City Administrator, City Hall, Mt. Iron, MN 55768.

**SECTION XIV. WAIVER**

Any waiver by any party of any provision of this Agreement shall not imply subsequent waiver of that or any other provision.

**SECTION XV. SERVICES NOT INCLUDED**

No claim for services provided by the Provider but not specifically included in this Agreement will be honored by the County.

**SECTION XVI. ACCOUNTING PROCEDURES**

Provider's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the

legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Provider agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

#### **SECTION XVII. AMENDMENTS**

Any amendments to the provisions of this Agreement, and/or Attachment A, shall only be valid when they have been reduced to writing, and signed by the authorized representatives of both parties.

#### **SECTION XIII. ENTIRE AGREEMENT**

This Agreement, including any attachments, constitutes the entire Agreement between the Provider and the County and supersedes all prior written or oral agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement, is null and void and of no effect unless in writing and signed by representatives of the parties authorized to amend this Agreement.

IN WITNESS THEREOF, the parties have executed the Agreement the date and year first written above.

CITY OF MT. IRON

ST. LOUIS COUNTY

BY: \_\_\_\_\_  
GARY SKALKO  
MAYOR

BY: \_\_\_\_\_  
BILL KRON, CHAIRPERSON  
COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
CRAIG WAINIO  
CITY ADMINISTRATOR

BY: \_\_\_\_\_  
DONALD DICKLICH  
COUNTY AUDITOR

BY: \_\_\_\_\_  
TED TROOLIN, DIRECTOR  
SOLID WASTE DEPARTMENT

APPROVED AS TO FORM AND  
EXECUTION:

BY: \_\_\_\_\_  
JANILYN K. MURTHA  
ASSISTANT COUNTY ATTORNEY

2007-3980



## ATTACHMENT A

### 1. Residential Collection of Recyclables

The Provider shall collect recyclable materials from the curbside or alley from each residence currently receiving municipal garbage collection in the City of Mt. Iron. It is understood that each Provider shall collect recyclables only within its corporate limits. At a minimum, collection shall be monthly for glass Food and beverage containers, aluminum cans, bi-metal cans, tin-coated steel food cans, and plastic "necked" containers of high density polyethylene (HDPE) and polyethylene terephthalate (PET), newspaper, magazines, catalogs and telephone books up to ½-inch thick, junk mail, office paper, brown paper bags, and box board.

At the discretion of the Provider, corrugated cardboard may be included in the curbside collection.

Provider shall allow homeowners to commingle these materials as one group, in their own containers (bins, bags, or boxes), as follows:

- 1) Glass containers
- 2) Plastic containers
- 3) Aluminum cans
- 4) Metal cans

Provider shall allow homeowners to commingle these materials as one group, in their own containers (bins, bags, or boxes), as follows:

- 1) Newspaper
- 2) Magazines
- 3) Catalogs and telephone books (up to ½-inch thick)
- 4) Junk mail
- 5) Office paper
- 6) Brown paper bags
- 7) Box board

The Provider shall pick up the recyclable materials and place them source-separated into the collection vehicles. Provider shall ensure that the contents of the collection vehicles do not spill out. The materials collected shall be separated into the following groups on the collection vehicles and unloaded in separate groups:

- 1) Glass
- 2) Tin
- 3) Aluminum
- 4) Plastic
- 5) Newspaper, magazines, catalogs and telephone books (up to ½-inch thick), junk mail, office paper, box board
- 6) Corrugated cardboard

### 2. Commercial Collection of Recyclables

The Provider shall collect recyclable materials from the curbside or alley from each commercial establishment currently receiving municipal garbage collection in the City of Mt. Iron. The collection schedule will be set for a minimum of once a month collection at each establishment or as otherwise necessary (see Section 5 below).

The commercial collection shall include:

Same as residential collection

The Provider shall pick up the recyclable materials and put them into the collection vehicles. Provider shall ensure that the contents of the collection vehicles do not spill out. The materials collected shall be separated into the following groups on the collection vehicles:

Same as residential collection

3. Materials Preparation

Through public education, the Provider shall inform households and commercial establishments to prepare the recyclable materials for collection in the following manner:

Glass Bottles and Jars:

1. Remove caps and rings
2. Rinse

**NO** ceramics, light bulbs, windows, mirrors, dishes, or drinking glasses

“Necked” Plastic Containers:

1. Remove caps, lids, and rings
2. Rinse
3. Check for recycling codes 1 and 2 on container
4. Flatten

**NO** plastic bags, toys, hose, pipe, oil bottles, or containers with codes 3, 4, 5, 6, or 7

Tin or Steel Food Cans:

1. Rinse
2. Flatten can or pinch opened end

**NO** screw-on lids, scrap metal, paint cans

Aluminum Cans:

1. Empty and dry
2. Flatten

Commingled Fiber Items (newspaper, magazines, catalogs and telephone books up to ½-inch thick, ‘junk’ mail (including “window” envelopes), office paper, file folders, brown paper bags, and boxboard):

1. Place clean, dry fiber products in brown paper sacks or loosely in curbside container

Do not include:

Carbon paper or NCR (carbonless) paper  
Paper clips, staples, tape, glue, glued bindings, rubber bands, or plastics  
Fluorescent paper  
Food or tobacco wrappers  
Thermofax paper  
Tissues, napkins, or paper cups  
Egg cartons

Corrugated Cardboard:

1. Flatten clean, dry corrugated cardboard
2. Separate from other materials

The Provider may refuse to collect materials that are improperly prepared. If Provider picks up improperly prepared materials, the Provider is responsible for properly preparing the materials before unloading at the County-designated site. The County will receive from the Provider \$40.00 per ton for Curbside collected materials delivered to the County recyclable materials processing facility that, at the discretion of the County, contain a significant volume of non-recyclable materials. The Provider shall notify any generator of improperly prepared materials.

4. Materials Delivery and Ownership

Upon collection of the Curbside recyclable materials by the Provider, the recyclable materials become the property and responsibility of the County.

The Provider shall transfer all collected recyclable materials to sites designated by the County at the Provider's expense.

5. Schedule

Each Provider will have a regular collection schedule. The Provider will be available to provide collection service five days per week, Monday through Friday. The Provider will not be required to provide service on Saturdays, Sundays, or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. If any of the above holidays fall on Sunday, Monday will be celebrated as the holiday, or if on Saturday, Friday will be celebrated as the holiday. The schedule may be revised periodically and shall be approved by the County. Failure to comply with the County-approved schedule may result in termination of this agreement.

**CERTIFICATION OF COMPLIANCE WITH  
MINNESOTA WORKERS' COMPENSATION LAW  
Minn. Stat. § 176.182**

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not enter into a contract for the doing of any public work before receiving acceptable evidence of compliance with workers' compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: \_\_\_\_\_ (Not the insurance agency)  
Policy No: \_\_\_\_\_  
Dates of Coverage: \_\_\_\_\_

**OR**

Applicant is not required to have workers' compensation liability coverage because: (check one)

- Applicant has no employees;
- Applicant is self-insured (include a copy of your permit to self-insure);
- Applicant has no employees who are covered by workers' compensation;

**OR**

Certificate of Insurance is attached.

**GRANTEE/CONTRACTOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNCIL LETTER 111907-VIA**

**ADMINISTRATION**

**WORKERS' COMPENSATION PROGRAM**

**DATE:** November 14, 2007

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

---

As part of a continuing effort to keep workers' compensation cost under control, the League of Minnesota Cities Insurance Trust has recommended that the City adopt an Injury Management Program. Enclosed, please find a copy of the proposed Injury Management Program. Staff along with the employee safety committee has reviewed and approved the program as presented.

It is recommended that the City Council in an effort to manage workers' compensation costs, adopt the program as presented.



CONNECTING & INNOVATING  
SINCE 1913

7/25/07

Mr. Craig Wainio, City Administrator  
City of Mountain Iron  
Box 505  
Mountain Iron, MN 55768-0505

**Reference: League of Minnesota Cities Trust (LMCIT) workers' compensation program visit 7/13/07**

Dear Mr. Wainio:

On the above date I met with you and Don Kleinschmidt, Public Works Superintendent. This was in conjunction with your city's participation in the **League of Minnesota Cities Insurance Trust** insurance program.

**Discussion:**

During my visit we discussed the claim history for the past 5 years. Unfortunately, there was a computer error that did not allow for complete reports. I am enclosing the claim summaries that were not available during my visit. As you will notice:

- There were 45 reported claims during the reporting period
- The 2 most frequently part of body injured were the back and upper extremity
- The most frequent Cause of injury was strain as was the most frequent nature of injury

Usually, the most expensive type of injuries are strains. The cause of the strains should be monitored to determine possible corrective actions.

The city's experience modifier has steadily gone up from .75 in 2002 to 1.49 this year. This has doubled your cost of workers' compensation insurance as related to standard premium.

I stressed the importance of good accident investigation for the purpose of finding the underlying cause of and accident so that corrective actions can be taken. A new form that the employee fills out at the time of the accident along with completion of the Supervisors Report of Accident (SRA) will help you properly investigate accidents.

Injury cost management procedures can also help you improve your claim costs. I have emailed copies of information for you use.

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**Recommendations:**

In the appendix of this letter you will find the recommendations resulting from my loss control survey.

**Service Plan:**

I will be contacting you again later in 2007. At that time I would like to review accident statistics with you and review progress on the recommendations.

**60 Day Response**

I have submitted recommendations for your consideration as a tool to help guide your risk management efforts. The decision to complete the recommendations, either in part or in full or the decision not to complete recommendations lies entirely with the insured. The League of Minnesota Cities Insurance Trust believes completion of recommendations can ultimately reduce property, liability or workers' compensation losses as the case may be.

I am available to offer additional assistance if needed. Please contact me by mail, fax, telephone or e-mail within the next 60 days to let me know what, if any progress you are making on each recommendation. I look forward to hearing from you.

Sincerely,



Dave Strock  
Senior Loss Control Consultant  
(612) 968-1243  
[dstrock@berkleyrisk.com](mailto:dstrock@berkleyrisk.com)

c: Agent: Acordia Ins., 401 Chestnut, P.O. BOX 1108, Virginia, MN 55792

## **Appendix**

### **Recommendations:**

#### **1-7/07 Improve accident reporting**

Employees should fill out an incident report form. The Supervisor Report of Accident (SRA) forms should also be filled out completely and timely so that the investigation process can be started and information can be transferred to the First Report of Injury form that is required by the state. Your safety committee should review all incidents to determine corrective actions that can be taken to prevent reoccurrence. (Sample forms have been sent via email.)

#### **2-7/07 You should develop a written Injury Management Program**

This program should outline the duties and responsibilities of management, supervisors, and employees in the injury management process.

Accident investigations, designated medical providers, and a return to work policy represent important elements of a comprehensive injury management policy. Establishing a good relationship with the best medical providers in your area will help keep lost time costs under control. Good communications with claims staff, medical providers, and the injured employee are all important aspects of this program. A good Injury Management Program typically results in lower overall workers compensation costs. (Sample forms have been sent via email.)





**League of Minnesota Cities  
Insurance Trust**

145 University Avenue West, St. Paul, MN 55103-2044  
(651) 281-1200 • (800) 925-1122  
Fax: (651) 281-1298 • TDD: (651) 281-1290  
www.lmnc.org

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**LMCIT RISK MANAGEMENT MEMO**  
**TOOLS FOR MANAGING WORK COMP CLAIMS**  
**The Seven Highly Effective Tools for Managing**  
**Workers' Compensation Injuries**

Many employers find injury management a frustrating and time consuming task. Most people who have been in the injury management role have at least one "horror" story to tell. However, with the right tools, injury management can be very successful.

**FIRST REPORT OF INJURY & MINNESOTA WORKERS' COMPENSATION  
SYSTEM EMPLOYEE INFORMATION SHEET**

The First Report of Injury (FROI) is a mandatory state form and must be completed and submitted to the League of Minnesota Cities Insurance Trust (LMCIT) so that a compensability review can be conducted in a timely manner. Attach the Supervisor's Report of Accident Analysis and the Employee Incident Report (discussed below) if possible, to the FROI and submit at the same time. Do not wait for medical reports or the Employee Incident Report to submit the claim if waiting would cause more than one day. A medical only claim or lost time claim should be submitted to LMCIT as soon as possible, but no later than 10 days after actual knowledge of the injury was obtained. If the claim is for death or serious injury, the First Report of Injury *must be faxed within 24 hours* to LMCIT.

State law requires the employee be given a copy of the First Report of Injury and the Minnesota Workers' Compensation System Employee Information Sheet.

**SUPERVISOR'S REPORT OF ACCIDENT**

When a new injury is reported, it is important to conduct an immediate investigation to record the facts of how the injury occurred and what body parts were injured. The Supervisor's Report of Accident should be completed based on the supervisor's first hand contact with the injured employee and review of the area where the injury occurred. The claim adjuster will use this form as part of the compensability investigation.

**EMPLOYEE INCIDENT REPORT**

The Employee Incident Report (EIR) is a form that should be completed by the employee, but should not be substituted for an in-person interview or completion of the Supervisor's Report of Accident Analysis. As noted above, if possible, attach this form to the FROI, but do not delay the filing of the FROI for more than one day. If the EIR is not completed and returned within one day, follow up with the employee until you receive the completed form.

## **INJURY MANAGEMENT PROGRAM INJURED WORKERS' RESPONSIBILITIES**

You should also give the employee a copy of the Injury Management Program Injured Workers' Responsibilities form. The form outlines information employees must provide to you during the recovery process, and will establish the ground rules for employees to follow as they go through the workers' compensation process. Keep a copy of this signed form for your file.

## **WORK ABILITY/RETURN TO WORK**

Employees should be providing Work Ability/Return to Work forms after every appointment. Failure to attend medical appointments can jeopardize benefit entitlement. Notify the claim adjuster immediately if the employee fails an appointment.

## **JOB DEMANDS & EMPLOYER JOB OFFER**

In cases where an injured employee is unable to perform his or her full, regular job duties, the primary health care provider should provide a report of work ability after each appointment. Ideally, appointments should be scheduled at least every other week. Review the work ability form with the employee after each appointment. Discuss restrictions with the employee and the supervisor to determine if accommodations can be made to return the employee to work. Complete the Job Demands form and an Employer Job Offer if the employer is able to accommodate the restrictions and offer light duty work. These forms will document what the restrictions are, what work is being provided, and how long the restrictions are in effect. The forms should be updated every time there are changes on the work ability form. Call the claim adjuster right away if the updated restrictions will cause a change in work status or if the employee fails to return to work as scheduled.

## **CONCLUSION**

The financial burden of poorly managed Workers' Compensation claims can be staggering. The negative impact of poorly handled claims on the lives of employees can be a source of resentment and frustration to many people. Abuse or misuse of the system by anyone involved, (the employer, medical provider, claims handler, injured employee, co-workers, etc.) can negatively impact the culture and morale of an entire organization.

The most important aspect of injury management is an awareness of the injured employee's progress through the medical treatment plan. Progressive improvement should be expected and early intervention implemented when an employee is not making progress. Lack of progress can be the result of failure to attend medical appointments, inappropriate treatment or excessive physical activity, or even malingering. Collaborative effort on the part of the city and the claims adjuster is essential. Together, we can dramatically improve the process by utilizing these forms, even when things seem to be moving along smoothly.

For assistance on a workers' compensation claim, contact the LMCIT claims adjuster for the particular claim.

Lisa P. Wheeler 04/05

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

# First Report of Injury

See instructions on Reverse Side  
 Please PRINT or TYPE your responses.  
 Enter dates in MM/DD/YYYY format.



DO NOT USE THIS SPACE

1. EMPLOYEE SOCIAL SECURITY #      2. OSHA Case #

3. DATE OF CLAIMED INJURY

4. Time of injury

am  
 pm

5. Time employee began work on date of injury

am  
 pm

6. EMPLOYEE Name (last, first, middle)

7. Gender  
 M  F

8. Marital Status  
 Married  
 Unmarried

9. Home address

10. Home phone #

11. Date of birth

City      State      Zip Code      12. Occupation      13. Regular department      14. Date hired

15. Average weekly wage      16. Rate per hour      17. Hours per day      18. Days per week      19. Employment Status  
 Full time       Part time  
 Seasonal       Volunteer

20. Weekly value of:	Meals	Lodging	2 <sup>nd</sup> income	21. Apprentice	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------	-------	---------	------------------------	----------------	--

22. Tell us how the injury occurred and what the employee was doing before the incident (give details). Examples: "Worker was driving lift truck with a pallet of boxes when the truck tipped, pinning worker's left leg under drive shaft." "Worker developed soreness in left wrist over time from daily computer key entry."

23. What was the injury or illness (include the part(s) of body)? Examples: chemical burn left hand, broken left leg, carpal tunnel syndrome in left wrist.

24. What tools, equipment, machines, objects, or substances were involved? Examples: chlorine, hand sprayer, pallet lift truck, computer keyboard.

25. Did injury occur on employer's premises?  Yes  No  
 If no, indicate name and address of place of occurrence

26. Date of first day of any lost time

27. Employer paid for lost time on day of injury (DOI)  
 Yes       No       No lost time on DOI

28. Date employer notified of injury

29. Date employer notified of lost time

30. Return to work date

31. Date of death

32. TREATING PHYSICIAN (name, address, and phone)

33. HOSPITAL/CLINIC (name and address) (if any)

34. Emergency Room Visit  
 Yes       No

35. Overnight in-patient  
 Yes       No

36. EMPLOYER Legal name

37. EMPLOYER DBA name (if different)

38. Mailing address

39. Employer FEIN

40. Unemployment ID#

City      State      Zip Code

41. Employer's contact name and phone #

42. Physical address (if different)

43. Witness (name and phone)

City      State      Zip Code

44. NAICS code

45. Date form completed

46. INSURER name

51. CLAIMS ADMIN COMPANY (CA) name (check one)  Insurer  TPA

47. Insured legal name

52. CA address

48. Policy # or self-insured certificate #

City      State      Zip Code

49. Insurer FEIN

50. Date insurer received notice

53. CA FEIN

54. Claim #

# Minnesota workers' compensation system employee information sheet

## What does workers' compensation pay for?

- Medical care for the work injury, as long as it is reasonable and necessary
- Wage-loss benefits for part of your lost income (there is a three-calendar-day waiting period before these benefits start)
- Benefits for permanent damage or loss of function of a body part
- Benefits to your spouse and/or dependents if you die of a work injury
- Vocational rehabilitation services if you cannot return to your pre-injury job or to your pre-injury employer

## How are workers' compensation benefits paid?

Your workers' compensation benefits are paid by an insurance company or your employer, if your employer is self-insured. State law sets the benefit levels. Please note: pursuant to statute, the insurer can obtain medical information specific to your work injury without your authorization.

### If the insurer accepts your claim for wage loss benefits and you have been disabled for more than three calendar days:

- The insurer will send you a copy of the *Notice of Insurer's Primary Liability Determination* form stating your claim is accepted.
- The insurer must start paying wage-loss benefits within 14 days of the date your employer knows about your work injury and lost wages. The insurer must pay benefits on time. Wage-loss benefits are paid at the same intervals as your work paychecks.

### If the insurer denies your claim for wage loss benefits:

- The insurer will send you a copy of the *Notice of Insurer's Primary Liability Determination* form stating it is denying primary liability for your claim. The form must clearly explain the facts and reasons why the insurer believes your injury or illness did not result from your work.
- If you disagree with the denial, you should talk with the insurance claims adjuster who is handling your claim. Your employer's insurance company can answer most questions about your claim.

Insurer name:

Phone :

- If you are not satisfied with the response you receive from the insurer and still disagree with the denial, you should contact the Department of Labor and Industry at one of the numbers listed below to see what to do next.

### If you have other questions or need more help, call the Minnesota Department of Labor and Industry Workers' Compensation Hotline:

Twin Cities and Southern Minnesota: (651) 284-5005 or 1-800-342-5354; TTY (651) 297-4198  
Duluth and Northern Minnesota: (218) 733-7810 or 1-800-365-4584

Your call will be answered by experienced workers' compensation specialists, who will provide **instant, accurate information and assistance.**

Additional workers' compensation information is available on the department's Web site at:  
**[www.doli.state.mn.us](http://www.doli.state.mn.us)**

**Your employer is required by law to give you this information. This material can be made available in different formats, such as large print, Braille or on audiotape, by calling the numbers printed above.**

Updated April 2003 (format-change only). This form may be copied or reproduced electronically. Do not file this form with the department.

# Supervisor's Report of Accident Analysis

SS#

Name of Injured: \_\_\_\_\_ Work Phone No. \_\_\_\_\_ Home Phone No. \_\_\_\_\_

Sex:  M  F Shift:  1  2  3  Other

Date of Hire: \_\_\_\_\_ Job Title: \_\_\_\_\_ Dept: \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm (If date of accident and date reported differ, please explain why.)

Date Reported: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Date Medical Treatment: \_\_\_\_\_ Location of Medical Treatment: \_\_\_\_\_

Phase of employee's workday at time of injury (check one)  Entering or leaving facility  Performing work duties  Working overtime  During break

Place of Accident: \_\_\_\_\_ Witnesses: \_\_\_\_\_

(Indicate Department and Workstation)

(Name and Phone Number)

Explain the activity being performed at the time of the injury including any contributing causes. (Brief summary of incident):

Please check all that apply.

CAUSE	BODY PART	TYPE	NATURE	SEVERITY
<input type="checkbox"/> Machine	<input type="checkbox"/> Head	<input type="checkbox"/> Lift	<input type="checkbox"/> Amputation	<input type="checkbox"/> Near Miss
<input type="checkbox"/> Conveyor, Elev., Hoist	<input type="checkbox"/> Multiple Head	<input type="checkbox"/> Carry	<input type="checkbox"/> Bruise, Contusion	<input type="checkbox"/> First Aid
<input type="checkbox"/> Vehicle	<input type="checkbox"/> Ear(s)	<input type="checkbox"/> Push	<input type="checkbox"/> Burn (Chemical)	<input type="checkbox"/> Doctor Visit
<input type="checkbox"/> Hand Tool	<input type="checkbox"/> Eye(s)	<input type="checkbox"/> Pull	<input type="checkbox"/> Burn & Scald (Heat)	<input type="checkbox"/> Lost Time
<input type="checkbox"/> Chemical	<input type="checkbox"/> Teeth	<input type="checkbox"/> Fall from Elevation	<input type="checkbox"/> Concussion	<input type="checkbox"/> Hours Lost
<input type="checkbox"/> Work Surface, Table, Bench	<input type="checkbox"/> Face	<input type="checkbox"/> Fall on Same Level	<input type="checkbox"/> Crushing Injury	
<input type="checkbox"/> Floor, Walking Surface	<input type="checkbox"/> Neck	<input type="checkbox"/> Struck Against	<input type="checkbox"/> Cut, Laceration, Puncture	
<input type="checkbox"/> Box, Barrel, Container	<input type="checkbox"/> Upper Extremities	<input type="checkbox"/> Struck by	<input type="checkbox"/> Dermatitis	
<input type="checkbox"/> Door, Window, Etc.	<input type="checkbox"/> Elbow	<input type="checkbox"/> Caught in, Under, Between	<input type="checkbox"/> Dislocation	
<input type="checkbox"/> Ladder	<input type="checkbox"/> Wrist	<input type="checkbox"/> Rubbed or Abraded	<input type="checkbox"/> Fracture	
<input type="checkbox"/> Lumber, Woodwork Material	<input type="checkbox"/> Hand	<input type="checkbox"/> Bodily Reaction	<input type="checkbox"/> Foreign Body	
<input type="checkbox"/> Metal	<input type="checkbox"/> Trunk	<input type="checkbox"/> Overexertion	<input type="checkbox"/> Freezing	
<input type="checkbox"/> Stairway, Steps	<input type="checkbox"/> Multiple Trunk	<input type="checkbox"/> Contact Electrical Outlet	<input type="checkbox"/> Hearing Loss	
<input type="checkbox"/> Glass	<input type="checkbox"/> Shoulders	<input type="checkbox"/> Contact Temperature Extreme	<input type="checkbox"/> Hernia	
<input type="checkbox"/> Knife	<input type="checkbox"/> Upper Back	<input type="checkbox"/> Contact Hazardous Substance	<input type="checkbox"/> Heat Stress	
<input type="checkbox"/> Lack of Training	<input type="checkbox"/> Lower Back	<input type="checkbox"/> Stepped On or In	<input type="checkbox"/> Infection	
<input type="checkbox"/> Unsafe Procedure	<input type="checkbox"/> Chest	<input type="checkbox"/> Motor Vehicle Accident	<input type="checkbox"/> Work Illness	
<input type="checkbox"/> Housekeeping	<input type="checkbox"/> Sacrum, Coccyx, Pelvis	<input type="checkbox"/> Repetitive Motion	<input type="checkbox"/> Sprain, Strain	
<input type="checkbox"/> Lack of Personal Protective Equip.	<input type="checkbox"/> Internal Organs	<input type="checkbox"/> Awkward Position	<input type="checkbox"/> Other	
<input type="checkbox"/> None	<input type="checkbox"/> Lower Extremities	<input type="checkbox"/> Normal Procedures		
<input type="checkbox"/> Other	<input type="checkbox"/> Multiple Lower Extremities	<input type="checkbox"/> Carpal Tunnel		
<input type="checkbox"/> Unknown	<input type="checkbox"/> Hip	<input type="checkbox"/> Patient/Resident handling		
	<input type="checkbox"/> Knee	<input type="checkbox"/> Materials Handling		
	<input type="checkbox"/> Ankle	<input type="checkbox"/> Body Fluid Exposure		
	<input type="checkbox"/> Toes	<input type="checkbox"/> Contaminated Sharps Exposure		
	<input type="checkbox"/> Other	<input type="checkbox"/> Other		
		<input type="checkbox"/> Unknown		

What acts and conditions were involved? What caused them? How will they be corrected? (If injury event is unknown, leave blank and complete questions below.)

Unsafe Act/Condition	Possible/Probable Cause	Correction/Suggested Correction	Date Corrected
1.			
2.			
3.			

If an employee reports a symptom that he/she does not know or is uncertain of the cause, please ask the employee the following questions. Record his/her responses accurately.

1. When did you first notice the symptom? \_\_\_\_\_
2. What caused you to notice the symptom? \_\_\_\_\_
3. What new or unusual activity have you performed during the week(s) previous to the first symptom? \_\_\_\_\_
4. Have you ever noticed this symptom before in your life? If so, when? \_\_\_\_\_
5. Have you been involved in any accident or unusual event in the week(s) previous to this symptom? \_\_\_\_\_
6. What activities have you been involved in at home in the day(s) prior to this symptom? \_\_\_\_\_
7. What sport or recreational activities were you involved in before you noticed the symptom? \_\_\_\_\_
8. What hobby or other jobs were you involved in during the week before you noticed this symptom? \_\_\_\_\_

<p><b>Completed By:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Dept. Supervisor:</b> _____ <b>Ext.</b> _____</p> <p><b>Date Received by WC Manager:</b> _____</p> <p><b>Other Comments:</b> _____</p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p><input type="checkbox"/> OSHA Reportable</p> <p><input type="checkbox"/> OSHA Non-Reportable</p> <p><input type="checkbox"/> Sent to WC Carrier (date): _____</p> <p><b>Benefit Coordination</b></p> <p><input type="checkbox"/> FLMA <input type="checkbox"/> ADA</p> <p><input type="checkbox"/> LTD <input type="checkbox"/> STD</p> <p><input type="checkbox"/> Sick Benefits</p> <p><input type="checkbox"/> Vacation Benefits</p>
<p><b>COMPENSIBILITY</b></p> <p><input type="checkbox"/> May not be Work Related (please explain)</p>	
<p><b>COMMENTS</b></p>	

## EMPLOYEE INCIDENT REPORT

Note: Please complete this form and return it to your supervisor immediately. Please complete each question and if you need medical attention, call: \_\_\_\_\_

Employee Name (last, first, middle): \_\_\_\_\_

Employee Home Address: \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_ How long employed? \_\_\_\_\_

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Who did you notify of this incident? \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Day: \_\_\_\_\_ am/pm Day Occurred: S M T W TH F S

Location of Incident: \_\_\_\_\_

Describe exactly what happened & how the incident occurred. Include details pertaining to equipment, environment, work location, work tasks, etc.: \_\_\_\_\_

**Indicate on the Diagram the location of your injury(ies):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Was first aid administered? Yes No When? \_\_\_\_\_ By whom? \_\_\_\_\_

Did you go to the Hospital? Yes No When? \_\_\_\_\_ Where? \_\_\_\_\_

Did you go to the Clinic? Yes No When? \_\_\_\_\_ Where? \_\_\_\_\_

Did you see a physician, chiropractor, nurse practitioner or seek other medical attention?  Yes  No

When? \_\_\_\_\_ Who? \_\_\_\_\_ Where? \_\_\_\_\_

Do you intend to seek additional medical care for this injury?  Yes  No

Who witnessed the incident? \_\_\_\_\_

How much time did you miss because of this incident? \_\_\_\_\_ When? \_\_\_\_\_

What actions do you intend to take to avoid this in the future? \_\_\_\_\_

Do you have other regular employment?  Yes  No Where? \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ANY PERSON WHO, WITH THE INTENT TO DEFRAUD, RECEIVES WORKERS' COMPENSATION BENEFITS TO WHICH THE PERSON IS NOT ENTITLED BY KNOWINGLY MISREPRESENTING, MISSTATING, OR FAILING TO DISCLOSE ANY MATERIAL FACT IS GUILTY OF THEFT AND SHALL BE SENTENCED PURSUANT TO SECTION 609.52, SUBDIVISION 3, MNWC STATE STATUTE 60A.955.

# INJURY MANAGEMENT PROGRAM POLICY

Policy Number 2007-04

Adopted November 5, 2007

- I. **SCOPE:** This Injury Management Policy covers those employees that have been injured/become ill, or allege to have been injured/become ill, in the scope of their employment with the City of Mountain Iron. This policy specifically includes those employees that allege a work-related injury/illness despite a denial of compensability by the claims adjustor at the WC Insurance Company or Third Party Administrator.
- II. **PURPOSE:** To effectively manage the City of Mountain Iron's resources, both financial and human resources. To provide a work environment that acknowledges the value of each employee's contributions, including contributions as a result of temporary or permanent work restrictions. To provide an environment where injured employees can safely engage in work-hardening activities as they recover from their work-related illness or injury.
- III. **VALUES STATEMENT:** In today's business climate organizations are compelled to make the best use of available resources in order to stay competitive. Both workers' compensation costs and the Americans with Disabilities Act have demonstrated the need for, and feasibility of, organizations to embrace the contributions injured or disabled individuals can bring to the work environment. Within the framework of its business plan, this organization acknowledges the value of the contributions an employee can make when on appropriate temporary or permanent work restrictions. To that end this organization will provide appropriate alternate duty, when at all possible and do its best to ensure a safe work environment.
- IV. **EXECUTIVE AND MANAGEMENT COMMITMENT:** Members of the executive and management group will ensure the Injury Management Program has the appropriate amount of resources: time, money and people, to be effective in meeting the organization's goals around workers' compensation losses. Annual goals to control workers' compensation losses will be part of the strategic planning process. The executive and management group will provide visible and obvious support for the Injury Management Program, and to that end will make appropriate interventions with individuals, or groups of individuals, when indicated. This includes direct intervention with employee groups, medical providers, insurance providers and others as indicated.
- V. **ACCOUNTABILITY:** Each member of the organization has specific accountability to support the Injury Management Program and as such this should be included as a part of the job description. Specific accountabilities would include:
  - A. **EXECUTIVE/MANAGEMENT:** Delegation of appropriate levels of resources to the program including financial, time and people. Set specific annual goals for the program regarding workers' compensation losses. Intervene effectively when barriers are identified.
  - B. **INJURY MANAGEMENT COORDINATOR:** Coordinate all pieces of the Injury Management Program procedures. Provide, directly or indirectly, WC loss information that demonstrates where the organization is in regards to the goals set for the program.



Bring to the attention of the executive/management group any barriers to the effective administration of the program.

- C. **DEPARTMENT MANAGEMENT:** Participate fully in the management of WC losses by supporting the organization's goals and procedures for the Injury Management Program. Intervene directly when any member of their staff fails to remain accountable to their responsibilities under the program.
  - D. **DIRECT SUPERVISOR:** Help to identify appropriate alternate duty assignments. Closely supervise the injured employee as they perform their alternate duty assignments. Keep the Injury Management Coordinator advised as to any issues that might develop as identified in the Supervisor Roles and Responsibilities document.
  - E. **INJURED EMPLOYEE:** Follow all Injury Management Program process steps as identified in the Injured Workers' Responsibilities document.
  - F. **CO-WORKERS:** Provide an environment of support for employees that are work hardening and on restrictions as a result of their work-related injury/illness. Report any concerns about the injured employee's case/claim to the Injury Management Coordinator. Harassment of co-workers on alternate duty will not be tolerated.
  - G. **SAFETY COMMITTEE:** Coordinate with the Injury Management Coordinator to eliminate or reduce hazards in the work environment that are causing, or have the potential to cause, injuries/illness to employees. Apply safety program tools such as the Repeater Counseling Program, Job Hazard Analysis, and Accident Analysis. Develop generic alternate duty task lists for each department. Complete Standard Trends for WC Data Analysis per the Injury Management Program procedure document.
- VI. **COMMUNICATION:** Effective injury management begins prior to employment when the employee is still an applicant for a position. The continuum of injury management follows a course through new employee orientation, annual safety training, to the time of injury and through recovery. Therefore effective communication of the Injury Management Program elements begins before an injury ever occurs. Copies of this policy, along with the Injured Worker's Responsibilities and Supervisor Roles and Responsibilities will be given out during the interview process, at the time of new employee orientation, at the time of annual safety program training and at the time the injury is reported. Copies of these will also be posted in a conspicuous place where employees will have ready access to the materials.
- VII. **DISCIPLINARY ACTION:** Failure to comply with the Injury Management Program elements and failure to comply with safety policies and procedures will result in disciplinary action. Horseplay of any kind is strictly prohibited. Infractions will also be noted in the performance appraisal process. Failure to comply with medical restrictions, either inside or outside the work environment, will be specifically included in the disciplinary action/performance appraisal process as will other elements outlined on the Injured Worker's Responsibilities.

## INJURY MANAGEMENT PROGRAM

### Injured Workers' Responsibilities

As your employer, we are concerned about your full recovery. Reasonable and necessary medical care will be paid for any compensable work injury. Medically authorized time away from work will be reimbursed in accordance with the State of Minnesota workers' compensation laws. Wherever possible light duty restrictions imposed as a result of your injury will be accommodated.

#### RESPONSIBILITIES OF THE INJURED WORKER:

Minnesota Rule Number 5221.0430 Subp. 1 requires that you choose one primary health care provider. Subpart 2 places limitations on your right to change primary health care providers. Discuss with your employer any change in health care provider.

Attend all scheduled appointments. While on physical limitations, visits should be a minimum of once every two weeks. Failure to have current medical support for disability may result in termination of benefits. Schedule your next appointment immediately after your doctor visit, before you leave the clinic if possible.

Obtain a Report of Workability from your physician at every appointment, a minimum of once every two weeks. M.R. 5221.0420 requires that your physician cooperate with return to work planning and that you be released to return to work at the earliest appropriate time.

Immediately following your appointment, provide a copy of the report to the designated employer representative. You should deliver this in person so that changes in work restrictions may be addressed and any questions answered.

Follow all physical restrictions at home and at work.

Report to work and perform physically suitable tasks as assigned. These may or may not be in your regular department. The work may or may not be on your usual shift.

Maintain regular, weekly, communication with your employer if you are unable to return to work. Contact your employer a minimum of after every visit with your primary health care provider. Keep the claims representative advised of your status.

Notify your employer immediately of any new injuries or conditions that impact your physical condition.

If it is necessary to miss scheduled work due to a work injury, you must be seen by your primary health care provider the same day in order to receive compensation for the time away from work.

The physician must complete a Report of Workability.

I have read my responsibilities and agree to abide by these guidelines.

Signed:

Printed Name:

Employer Representative:

cc: Employee  
Employer file  
Claims Representative

## INJURY MANAGEMENT PROGRAM

### Supervisor Roles & Responsibilities

1. Thorough accident investigation: the first step in the prevention of further accidents, the first step in claim/case management and the first step in the legal process both for workers' compensation and state/federal OSHA law.
2. The supervisor routes the injured employee to the appropriate level of care.
3. The supervisor makes sure the injured employee has all the initial information they will need to get through the first doctor appointment. He/She should review with the injured employee a set of initial instructions that includes the required hand out from the state, the guide sheet "Injured Worker's Responsibilities" and a blank Report of Workability form.
4. The Supervisor should stay in touch with the injured employee regardless if they are on or off work.
5. The supervisor should know when the employee's next appointment(s) is (are) scheduled and follow up on the outcome.
6. The supervisor should know the light duty restrictions and should monitor the light duty assignments to make sure the employee is staying within restrictions and that the work isn't causing an increase in their symptoms. He/She should also monitor the light duty assignment to make sure it is getting done correctly and safely.
7. Apply the disciplinary process when indicated. Always coordinate this with the Injury Management Lead before proceeding, as there may be consequences of which you are not aware.
8. Keep the Injury Management Lead advised immediately of any and all deviations from what is expected. For example, the employee calls in sick, doesn't show up for work, is missing appointments, feels he/she has re-injured himself/herself, feels the light duty assignment isn't appropriate, feels the light duty assignment is aggravating his/her symptoms, etc.
9. In order for medical benefits to be monitored, any change in the employee's condition must be reported. Information may be requested to answer these questions
  - Has the employee had a new injury or is this a continuation of an earlier problem?
  - Has the employee changed doctors without prior authorization?
  - Is the employee fully recovered or continuing to seek medical care?
10. Any change in the employee's status medically can have an impact on wage loss benefits being paid. The Department of Labor and Industry requires forms to be filed on a timely basis any time there is a change in an employee's benefits. Failure to make timely payments or failure to file a form timely can result in penalties. To avoid this:
  - Require regular medical updates on restrictions
  - Require medical clearance to return to full duty.
  - Remind the employee when they call in with a work related problem that they need a medical evaluation or they may not be compensated under workers' compensation.
11. Good follow through and documentation is essential to a successful program.

# WORK ABILITY/RETURN TO WORK (Please complete form fully)

NOTE TO EMPLOYEE: You must immediately provide a copy of this report to:

EMPLOYEE	SS #	SUPERVISOR	DEPARTMENT
JOB TITLE			DATE OF INJURY / ILLNESS
DIAGNOSIS			ICD-9 CODE

## History and Findings:

Work related injury/illness?  No  Yes  To be determined    Permanent partial disability?  No  Yes If Yes, \_\_\_\_\_ %  
 Any pre-existing conditions affecting this injury/illness?  No  Yes If Yes, describe:  
 Maximum medical improvement reached?  No  Yes    Date reached: \_\_\_\_\_

## RETURN TO WORK

Return to work with **no limitations** on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO DAY YR

Return to work **with limitations** on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ through \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ if manager can accommodate.  
MO DAY YR MO DAY YR

**Unable** to work from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ through \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO DAY YR MO DAY YR

Restrictions apply to home environment?  Yes  No If no, explain \_\_\_\_\_

## EMPLOYEE'S CAPABILITIES

From:  PMD \_\_\_\_\_ Dated: \_\_\_\_\_     IME \_\_\_\_\_ Dated: \_\_\_\_\_

BODY PART AFFECTED:  Left  Right  Both  Neck  Upper Back  Lower Back  Shoulder  Elbow  
 Wrist  Hand  Leg  Knee  Ankle  Foot  Other \_\_\_\_\_

	HAND, WRIST AND SHOULDER ACTIVITIES AVOID PROLONGED, REPETITIVE AND/OR FORCEFUL:			
	NOT AT ALL	OCCASIONAL 0-33%	FRE-QUENT 34-66%	CON-TINUOUS 67-100%
<b>Lift/Carry</b>				
0-09 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10-19 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20-29 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30-39 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40-49 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No lift from floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Push/Pull without resistance:</b>				
0-19 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20-40 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
> 49 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No patient transfers, lifts or boosts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Latex-free/powder-free gloves (see Comment section)				
<b>Comments</b>	_____			
	_____			
	_____			
<b>Prognosis:</b>	<input type="checkbox"/> On schedule, full recovery expected by _____			
	<input type="checkbox"/> Delayed recovery <input type="checkbox"/> Full recovery not expected			

## INSTRUCTIONS

Keep wound clean and dry. Change dressing every \_\_\_\_\_

Medication \_\_\_\_\_

Ice \_\_\_\_\_ min.     Heat \_\_\_\_\_ min.

Splint / Brace \_\_\_\_\_

Referral \_\_\_\_\_

## RETURN TO CLINIC ON:

**THIS TREATMENT PLAN HAS BEEN DISCUSSED WITH THE EMPLOYEE**  Yes  No

HEALTH CARE PROVIDER SIGNATURE	LICENSE/REGIS.	DATE OF EXAM	EMPLOYEE SIGNATURE
NAME & ADDRESS OF HEALTH CARE FACILITY (print)		RELEASED TO WORK	
		SIGNATURE	DATE

## JOB DEMANDS FORM

<b>Employee Name:</b>	<b>Date:</b>
<b>Employer Name:</b>	
<b>Evaluator:</b>	
<b>Job Title:</b>	

**Specific Task Requirements** (includes walking surface, work surface, distance to carry or walk, etc.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Physical Requirements** - Please check box for each of the tasks the worker will perform:

Body Movements	Total Hours In 8-Hour Day			
	0-1	1-3	3-6	6-8
Repetitive Use of Hands				
a) Squeezing				
b) Supinate/pronate				
c) Keyboarding				
Reach Above Shoulder				
Twist Upper Body				
Bend at Waist				
Kneel				
Sit				
Stand				
Walk				
Walk Uneven Surface				
Climb				
Operate Foot Controls				
Overall Endurance				

Physical		Total Hours In 8-Hour Day			
		0-1	1-3	3-6	6-8
Lift	1-10 lbs				
	11-19 lbs				
	20-49 lbs				
	50+ lbs				
Carry	1-10 lbs				
	11-19 lbs				On Wheels
	20-49 lbs				
	50+ lbs				
	1-10 lbs				
	11-19 lbs				
Push	20-49 lbs				
	40+ lbs				
	1-10 lbs				
Pull	11-19 lbs				
	20-49 lbs				
	50+ lbs				

Environment - Include if job is performed indoors or outdoors, and if temperature extremes exists.

Hazards - Include noise, light, fumes, dust, floor surface, etc.

Equipment/Tools - Hand or machine driven

Products/Materials - Completed product and raw materials

Endurance - Capable of sustained activity levels

**Comments:**

## EMPLOYER JOB OFFER

Employee's Name: \_\_\_\_\_

Date of Injury: \_\_\_\_\_

Claim Number: \_\_\_\_\_

### OCCUPATIONAL INFORMATION:

Date of Job Offer: \_\_\_\_\_ Date of Expected RTW: \_\_\_\_\_

Job Title: \_\_\_\_\_ Work Hours: \_\_\_\_\_ Hourly Wage: \_\_\_\_\_

This job is: Pre-injury Occupation: \_\_\_\_\_  
Modified Pre-injury Job: \_\_\_\_\_  
New Job: \_\_\_\_\_

Job Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does this job meet any current restrictions?  yes  no

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

These restrictions are in effect until: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Schindler Plus



**Schindler**

**SCHINDLER ELEVATOR CORPORATION**  
 301 West First Street, Suite 211  
 Duluth, MN 55802

**Date:** April 26, 2007

**Estimate Number:** NHOM-72MM2E (2007.2)

**To:**  
 Mountain Iron Library  
 5742 Mountain Avenue  
 Mountain Iron, MN 55768

**Building Name:**  
 Mountain Iron Library  
 5742 Mountain Iron Library  
 Mountain Iron, MN 55768

**Attn:** Sally Peterangelo

**EQUIPMENT DESCRIPTION**

Qty	Manufacturer	Equipment Application Description	Rise/Length		Capacity	Speed	Install#
			Openings				
	Mountain Iron Library 5742 Mountain Ave Mountain Iron, MN 55768						
1	Schindler	Hydraulic Passenger 330A Dual Jack Holeless	1F/2R		2100	40	GO C2665

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 301 West First Street, Suite 211, Duluth, MN 55802, and **MOUNTAIN IRON LIBRARY**, 5742 Mountain Avenue, Mountain Iron, MN 55768 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

**EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS**

We will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

**HYDRAULIC ELEVATORS**

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.)

**CLEANING/PAINTING**

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor.

**TESTING OF SAFETY DEVICES**

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

**CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS**

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.



#### ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

#### CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

#### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

#### TERM

This Agreement commences on December 01, 2007, and continues until November 30, 2012, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date.

#### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$165.00 per month, payable in quarterly installments of \$495.00, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. You may choose to make payments on a semi-annual basis, for a discount of 1% (initial here if semi-annual \_\_\_\_\_), or on an annual basis, for a 3% discount (initial here if annual \_\_\_\_\_).

#### PRICE ADJUSTMENT

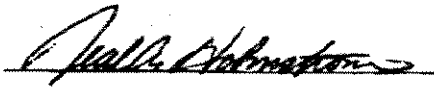
The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:



\_\_\_\_\_

By: Neal A. Holmstrom

By: \_\_\_\_\_

For: Schindler Elevator Corporation

For: Mountain Iron Library

Title: Sales Representative

Title: \_\_\_\_\_

Date: April 26, 2007

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_

By: Richard Romnes

Title: District Manager

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. [Unless otherwise agreed], We are not responsible for any work required due to obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 10 days shall be provided, specifically describing the default. If cure of the default is not commenced within the ten-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

November 5, 2007

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

To: Mountain Iron City Council

R: Authorization for one day liquor license

The Magic Bar of Virginia Minnesota would like to request that a one day liquor license be granted for use at the Mountain Iron Community Center. The Engineers Club will be holding a meeting on Wednesday December 5, 2007. This event will be catered by Northgate Cafe and Catering and they would like to have a happy hour served before dinner. My Minnesota Liquor license and insurance information is on file. I appreciate you time and attention to this matter and look forward to hearing from you. If you have any question please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Pat Meinzer".

Pat Meinzer  
owner, Magic Bar

## APPLICATION

Organizations desiring to use the Mountain Iron Community Center, Senior Center or Nichols Town Hall facilities must complete an application and submit it to the City Administrator's Office. The application need be completed only once annually for organizations using the facilities periodically during the year. **This application shall be submitted at least one month prior to the date for which reservation is requested with the exception of unforeseen circumstances.** Those seeking the use of intoxicating beverages are encouraged to contact the City Administrator's Office at least four (4) weeks prior to the event. The request will be reviewed in light of these guidelines and the availability of the facilities. The Administrator's Office staff will advise the requesting organization of the status of their request as soon as possible. Usage requests are not approved until the Administrator's Office staff has so advised the requesting organization.

Name of Applicant or Organization:	Dorridge Cafe + Catering/Magic Bar		
Mailing Address:	Street: <del>620</del> 9th St N City, State, Zip: Virginia, MN 55792 <del>Virginia, MN 55792</del> 116 Chestnut St		
Contact Person Responsible for Bldg.:	Pat Meinzer	Phone:	or Wk #: 749-8853
Facility Desired: Circle One:	Senior Center	<input checked="" type="radio"/> Community Center	Nichols Town Hall
Community Center Room(s): Circle One:	Wacoota Room	<input checked="" type="radio"/> Iroquois Room	Wacoota & Iroquois Rooms Mountain Iron Room Messaba Room
Kitchen Use:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Date(s) of Use:	Dec 5, 2007		
Hours of Use: (Be specific)	3pm - 9pm		
Purpose of Meeting/Event:	meeting		
Number in attendance:	Attach Diagram		
Number of tables/chairs:	50-70		
Deposit Amount & Fee(s):	Deposit: \$100	Fee(s):	\$100 <sup>00</sup>
Will Intoxicating Beverages Be Used?	yes - need CC permission		
Proof of Liability Insurance:	on file	Attach Copy of Policy	
Proof of Liquor License Or Permit(if applicable):	on file	Attach Copy	

## HOLD HARMLESS AGREEMENT

*I understand that my use of the Mountain Iron Community Center, Senior Center or Nichols Town Hall facility is voluntary and that I am using it for my benefit only. I agree that my use of the Mountain Iron Community Center, Senior Center or Nichols Town Hall facility is undertaken at my own risk and that the City of Mountain will not be liable for any claims, injuries, damages of whatever nature incurred by me or members of my organization due to the negligence of members of my organization, or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the City, its agents or employees, from any such claims, injuries, or damages. I also agree to defend, indemnify and hold harmless the City from any claims, injuries, or damages of whatever nature arising out of or connected with my use of the Mountain Iron Community Center, Senior Center or Nichols Town Hall facilities. I also agree to reimburse the City for any damage, breakage, maintenance, and theft of equipment beyond the damage deposit figure if so warranted.*

**APPLICANTS  
SIGNATURE:**

*St Mengzi*

**Today's Date:**

*11/5/07*

**Approved by City  
Administrator:**

**Date Approved:**

**Confirmation Sent  
By:**

**DATE MAILED**

**DEPOSIT REFUND:  
CHECK NO:**

**Date Mailed:**

Please return this form to:  
City Administrator's Office  
City of Mountain Iron  
8586 Enterprise Drive South  
Mountain Iron MN 55768

FAX (218)748-7573  
Email: [cityadm@mtniron.com](mailto:cityadm@mtniron.com)  
[www.mtniron.com](http://www.mtniron.com)

\$ 1500

State of Minnesota  
County of St. Louis

No. 13

Municipality of Virginia

# Liquor License - "On Sale"

PURSUANT TO APPLICATION THEREFOR, payment of a fee of \$1500 and upon investigation and satisfactory evidence of the qualification of the licensee...herein named to receive the same and that the place of sale hereinafter described is a proper and legal place thereof,

LICENSE IS HEREBY GRANTED  
TO

STAT INC. D/B/A MAGIC BAR

For the term of ONE YEAR from the 1st day of January 2007, TO SELL INTOXICATING LIQUORS as defined by law AT RETAIL ONLY FOR CONSUMPTION "ON THE PREMISES" described as Magic Bar, located at 116 Chestnut Street, IN THE MUNICIPALITY OF VIRGINIA in said County and State, at which Pennuses said license...controls...and operates...a RESTAURANT as defined by law; subject, however, to the laws of the United States, the laws of the State of Minnesota, the regulations of the LIQUOR CONTROL COMMISSIONER, relating to the sale and distribution of intoxicating liquors, hereby made a part hereof, and subject to revocation according to law for violation thereof.

This license is non-transferable except by consent of the authority issuing the same.

WITNESS THE GOVERNING BODY OF THE MUNICIPALITY OF VIRGINIA and the seal thereof this 29th day of November 2006.

ATTEST:

The City Council of the City of Virginia

*Ronald Lachner*  
City Clerk  
Director

*Carlynn James Hartline*  
Mayor

JAN 5 2007  
Date

Alcohol & Gambling Enforcement Director



**COUNCIL LETTER 111907-VID**

**COUNCILOR ED ROSKOSKI**

**ADDITIONAL IRR GRANTS**

**DATE:** November 14, 2007

**FROM:** Councilor Ed Roskoski

Craig J. Wainio  
City Administrator

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Councilor Roskoski requested this item be placed on the Agenda with the following background information:

Mountain Iron should apply for more grants being the IRRRB is going to have additional monies available for public works projects. Suggestions:

1. First Responders Shelter
2. Kinross Old 169 Overlay
3. CNRR Pedestrian Crossing on Unity Drive

**COUNCIL LETTER 111907-IX**

**COUNCILOR ED ROSKOSKI**

**ADMINISTRATIVE NEGOTIATIONS**

**DATE:** November 14, 2007

**FROM:** Councilor Ed Roskoski

Craig J. Wainio  
City Administrator

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Councilor Roskoski requested this item be placed on the Agenda with the following background information:

The Council should meet in closed session whether Mr. Russo is available or not.

The City Council may enter into a Closed Meeting to discuss contract negotiations strategies with Management Personnel.

COMMUNICATIONS  
NOVEMBER 19, 2007

1. League of Minnesota Cities, a letter outline questioned raised by Councilor Roskoski on November 7<sup>th</sup> and 8<sup>th</sup>.



CONNECTING & INNOVATING  
SINCE 1913

11-8-07

Craig Wainio  
City Administrator  
City of Mountain Iron  
8586 Enterprise Dr S  
Mountain Iron, MN 55768-8260

**Regarding: Telephone Consultation with Councilmember Ed Roskoski**

Dear Mr. Wainio:

On 11-7-07 and 11-8-07, I spoke over the phone with Councilmember Ed Roskoski about several playground questions that have arisen in the city lately. Ed's questions and my responses are below. Ed requested that I send my answers in writing for sake of proper recordkeeping and information retention. Our discussion was in conjunction with the city's participation in the **League of Minnesota Cities Insurance Trust**.

**Discussion:**

Ed's questions and my response to each are bulleted below:

- *Question:* Is there a state law forbidding playground equipment to be used or reinstalled after it has been removed from its original location?
  - *Answer:* I am not aware of any specific statute that forbids this practice. If any equipment is removed and does not meet the current safety standards published by the Consumer Product Safety Commission, the equipment should be retrofitted or scrapped for liability purposes. A copy of these guidelines has previously been provided to Ed, and I am sending another copy with this communication.
- *Question:* What liability issues are there if a city wishes to use equipment that another entity (i.e. school) is disbanding or scrapping?
  - *Answer:* Used equipment may not have been maintained to the city's standards, may have a defect, may not meet current safety standards, or may have been the subject of a recall. The process of removing and reinstalling equipment can also cause damage or change the condition of the equipment in other ways that affect safety. It is generally advisable that a city not accept used equipment without a thorough inspection of the equipment by a person who has expertise in playground safety. An inspection by an

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expert should also be performed after the equipment is installed, to ensure proper installation. For the entity that is donating or selling the equipment, there are several liability factors that make scrapping the equipment in their best interest.

- *Question:* May a city move playground equipment from one park location to another park location?
  - *Answer:* A city has every right to do this. Best practice to limit liability is to conduct a thorough safety inspection of the equipment, and follow the installation guidelines published by the Consumer Products Safety Commission.

Thank you for your attention in this matter. If you or any of your staff have safety related questions, please contact me.

Sincerely,



Scott T. Gesinger  
Loss Control Consultant  
Phone 612-766-3173  
Email [sgesinger@berkleyrisk.com](mailto:sgesinger@berkleyrisk.com)

Enclosure: CPSC Guidelines

c: Ed Roskoski  
City Councilmember  
City of Mountain Iron  
8586 Enterprise Dr S  
Mountain Iron, MN 55768