

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, NOVEMBER 21, 2005 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the November 7, 2005 Regular Meeting (#1-12)
  - B. Communications (#65-66)
  - C. Receipts
  - D. Bills and Payroll
- III. Public Forum
  - A. Public Hearing – Street Vacations (#12)
- IV. Committee and Staff Reports
  - A. Mayor’s Report (#13-15)
    - 1. Assessment Policy (#13)
  - B. City Administrator’s Report
    - 1. Trail System (#16-17)
  - C. Director of Public Works Report (#18-31)
    - 1. One-Ton Truck Purchase (#18-19)
    - 2. Roll-Off Recycling Container Agreement (#20-26)
  - D. Director of Parks and Recreation Report
  - E. Sherriff Department Report
    - 1. Monthly Activity Report (#32)
  - F. City Attorney’s Report
  - G. City Engineer’s Report
    - 1. Final Pay Request – Ann’s Acres Water Building (#33-34)
    - 2. Pay Request Number 1 – Mountain Iron Drive Storm (#35-37)
  - H. Personnel Committee
    - 1. Internal Position Posting (#38-39)
  - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Resolution Number 38-05 Vacating Streets (#40)
  - B. Resolution Number 39-05 HAVA Plan Request (#41-42)
  - C. Annual License Approval (#43)
  - D. Mesabi Humane Society Agreement (#44-47)
  - E. Audit Agreement (#48-54)
  - F. Out of State Travel Policy (#55-56)
  - G. RFP’s Number 8 and 9 (#57-64)
  - H. Communications (#65-66)
- VII. Open Discussion
- VIII. Announcements
  - A. Committee-of-the-Whole Meeting – November 28<sup>th</sup> at 6:00PM
- IX. Adjourn

# Denotes page number in packet

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
NOVEMBER 7, 2005

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Allen Nelson, Dale Irish, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Larry Nanti, Director of Parks and Recreation; and Rod Flannigan, City Engineer.

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

1. Add the following items to the agenda:
  - IV. A. 1. Mountain Iron-Buhl Yearbook request
  - VI. G. Items 2, 4, 10 & 11
2. Approve the minutes of the October 17, 2005, City Council meeting as submitted.
3. That the communications be accepted, placed on file, and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period October 16-31, 2005, totaling \$216,943.16, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period October 16-31, 2005, totaling \$490,607.95, (a list is attached and made a part of these minutes).

After further discussion, Mayor Skalko amendment the motion and Councilor Prebeg supported the amendment to add the following comments to the minutes of the October 17, 2005 meeting:

Page 2, paragraph 6, add, "Mr. Malmstrom was objecting to his assessment because there was a 260% increase from the first hearing estimate."

Page 2, paragraph 8, add, "Mr. Roskoski was objecting to his assessment because there was a 260% increase from the first hearing estimate."

The amended motion carried on the following roll call vote: Prebeg, yes; Nelson, yes; Irish, yes; Roskoski, no; and Skalko, yes.

No one spoke during the public forum.

It was moved by Skalko and supported by Irish to authorize a full page advertisement to be placed in the 2006 Mountain Iron-Buhl School Yearbook at a cost of \$200. The motion carried unanimously on a roll call vote.

It was moved by Roskoski and supported by Irish to table the matter about the little bulldozer and the potential lead paint, that people are referring to, and what some people are referring to as “junk” which is old fashion antique type of mining equipment. Specifically a pump and electric motor, which were used for dewatering some of the smaller mines around here; a drag line bucket; and a clam shell bucket. That this matter be tabled for further discussion or study amongst the City Council. The motion carried with Councilors Nelson and Prebeg voting no.

It was moved by Skalko and supported by Prebeg to authorize the Recreation Director to work with Benchmark Engineering to prepare plans for fencing, gating, and a light for the Wolf Park. The motion carried.

It was moved by Prebeg and supported by Skalko to accept the recommendation of the Personnel Committee and accept the retirement agreement with Thomas Schur and give Mr. Schur gratitude from the City Council for a job well done. The motion carried.

Councilor Roskoski requested clarification regarding the State Bonding Fund request from the City regarding the City’s contribution to the project. The City Administrator stated that the City submitted the request with \$500,000 coming from the City because IRRRA could not commit funding unless the Bonding Bill was approved. The Mayor said that IRRRA would be able to consider the project if the project is approved by the State.

It was moved by Skalko and supported by Nelson to adopt Resolution Number 34-05, Authorizing the Sale of Certain Property, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 35-05, concerning the 2006 Economic Development Authority Tax Levy, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and supported by Skalko to adopt Resolution Number 36-05, Charitable Gambling, (a copy is attached and made a part of these minutes). After further discussion, the motion was amended to suggest that the Sawmill give the City Council more information regarding how Climb Theatre supports local activities. The amended motion carried.

It was moved by Roskoski and supported by Skalko to adopt Resolution Number 37-05, Charitable Gambling, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Irish and supported by Skalko to waive the building rental fees for the American Legion to host a benefit on December 2, 2005, at the Senior Center. The motion carried.

It was moved by Skalko and supported by Irish to authorize payment request number three to Lenci Enterprises in the amount of \$51,120.00 and approve RFP #2, RFP #4, RFP #5, RFP #7,

and RFP #10 for the renovation to the Mountain Iron Library. The motion carried on the following roll call vote: Irish, yes; Roskoski, yes; Prebeg, yes; Nelson, no; and Skalko, yes.

It was moved by Skalko and supported by Prebeg to reschedule the November 17, 2005 Committee-of-the-Whole to Monday, November 28, 2005 at 6:00 p.m. The motion carried.

It was moved by Irish and supported by Skalko to direct City Staff to contact the phone company (DEX) prior to the next publication of the phone book and add the emergency toll free number and the sheriff's department non-emergency number to the list of regular city phone numbers. After further discussion, Councilor Irish amended the motion and Prebeg supported the amendment to have the next publication of the recycling schedule to include the list of emergency numbers, list "Emergency Numbers on Back" on the front bottom of the recycling schedule, and to notify DEX about the additional phone listing information as soon as possible. The motion carried with Nelson voting no.

It was moved by Roskoski and supported by Skalko to direct the Zoning Administrator to answer the letter from Terry East regarding hunting in the Mashkenode Lake Development and advise him that the City is aware of the situation and if anything transpires the City will notify the residents. The motion carried.

During the open discussion, Councilor Prebeg said that he was contacted by the Coach for the Mountain Iron-Buhl Football Team asking if the City Council would waive the building rental fee for the team banquet on November 13, 2005. The Council said this would have to go on the next meeting agenda.

Also during the open discussion, Councilor Roskoski stated that he was not happy with the location of the tire stand and the height of the tire on the stand in Locomotive Park. Councilor Roskoski suggested that the City bury the base of the tire stand so the tourists do not have to climb on the stand to touch the tire. Councilor Irish stated that he also had a concern with the tire stand with regard to the stand supporting the tire. It was the consensus of the Council to have the tire stand on the next meeting agenda.

At 7:43 pm, it was moved by Roskoski and supported by Prebeg that the meeting be adjourned. The motion carried.

Respectfully submitted:



Jill M. Forseen, CMC/MMCA  
Municipal Services Secretary

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

## COMMUNICATIONS

1. Terry Easty, Mashkenode Development Property Owner, regarding hunting on his property.
2. Gary Skalko, forwarding a copy of the letter the City received in February, 2004, regarding mining activity on County Road 102 in the Parkville area.
3. Tom Cvar, Fire Chief, forwarding the monthly activity report for the month of October, 2005.
4. Minnesota Association of Small Cities, forwarding the November 1, 2005 update.

## Summary By Category And Distribution

Category	Distribution	Amount
SALE OF PROPERTY	SALE OF PROPERTY	520.00
UTILITY	UTILITY	94,188.57
METER DEPOSITS	ELECTRIC	1,700.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	400.00
MISCELLANEOUS	ASSESSMENT SEARCHES	100.00
PERMITS	BUILDING	434.50
BUILDING RENTALS	COMMUNITY CENTER	200.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	5,830.97
MISCELLANEOUS	ELECTRICAL INSPEC FORMS	1.00
PERMITS	VENDOR	150.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	545.33
BUILDING RENTALS	NICHOLS HALL	110.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	84.24
MISCELLANEOUS	REFUNDS/ REIMBURSEMENTS	15.90
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	29,777.61
COPIES	COPIES	29.25
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	109.68
MISCELLANEOUS	REIMBURSEMENTS	185.00
CD INTEREST	CD INTEREST 101	425.00
CD INTEREST	CD INTEREST 301	1,050.00
CD INTEREST	CD INTEREST 378	475.00
CD INTEREST	CD INTEREST 602	125.00
CD INTEREST	CD INTEREST 603	425.00
MISCELLANEOUS	FILING FEES	20.00
TAXES	TAX LEVY	46,445.71
MISCELLANEOUS	CABLE TV FRANCHISE FEE	5,309.26
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	26,614.19
MISCELLANEOUS	SPEC. EVENT-FUNDS NOT USED-CR	254.00
MISCELLANEOUS	HALLOWEEN CARNIVAL PROCEEDS	1,417.95
Summary Totals:		<u>216,943.16</u>

Check Issue Date(s): 10/25/2005 - 11/14/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/01/2005	32394	190017	SMITH BARNEY CITIGROUP	002-20200	250,000.00
11/05	11/08/2005	32395	10039	ADVENTURE RENTAL	002-20200	33.13
11/05	11/08/2005	32396	140026	AQUILA	002-20200	1,013.43
11/05	11/08/2005	32397	1102	ARC RANGE CHAPTER	002-20200	100.00
11/05	11/08/2005	32398	10019	ARMORY SHELL	002-20200	150.00
11/05	11/08/2005	32399	10001	ARROWHEAD ECONOMIC OPPORTUNI	002-20200	100.00
11/05	11/08/2005	32400	10021	ARROWHEAD LIBRARY SYSTEM	002-20200	250.00
11/05	11/08/2005	32401	10025	ARROWHEAD REGION EMER. MGMT.A	002-20200	25.00
11/05	11/08/2005	32402	5007	ASSURANT EMPLOYEE BENEFITS	002-20200	649.48
11/05	11/08/2005	32403	20022	BENCHMARK ENGINEERING INC	002-20200	7,645.00
11/05	11/08/2005	32404	30017	CARQUEST (MOUNTAIN IRON)	002-20200	675.26
11/05	11/08/2005	32405	30061	CELLULARONE	002-20200	525.22
11/05	11/08/2005	32406	30004	CITY OF MOUNTAIN IRON	002-20200	2,234.43
11/05	11/08/2005	32407	220003	CITY OF VIRGINIA	002-20200	97.85
11/05	11/08/2005	32408	30005	CLERK OF CONCILIATION COURT	002-20200	167.00
11/05	11/08/2005	32409	30052	COLUMBIA HOUSE-CUSTOMER SERVC	002-20200	29.06
11/05	11/08/2005	32410	30053	CONSOLIDATED TRADING COMPANY	002-20200	1,594.19
11/05	11/08/2005	32411	30059	CVAR, THOMAS	002-20200	610.00
11/05	11/08/2005	32412	40034	DAMBERG SCOTT GERZINA WAGNER	002-20200	1,605.61
11/05	11/08/2005	32413	1105	DANIEL MALTERUD	002-20200	100.00
11/05	11/08/2005	32414	40015	DULUTH NEWS TRIBUNE	002-20200	234.00
11/05	11/08/2005	32415	60006	FISHER PRINTING	002-20200	411.09
11/05	11/08/2005	32416	60005	FRYBERGER BUCHANAN SMITH &	002-20200	195.00
11/05	11/08/2005	32417	662	GIRL SCOUT TROOP 1229	002-20200	265.40
11/05	11/08/2005	32418	70004	GRANDE ACE HARDWARE	002-20200	8.13
11/05	11/08/2005	32419	70028	GREATER MINNESOTA AGENCY INC	002-20200	180.00
11/05	11/08/2005	32420	70029	GUARDIAN PEST CONTROL INC	002-20200	56.82
11/05	11/08/2005	32421	230009	H W WILSON COMPANY	002-20200	582.00
11/05	11/08/2005	32422	80022	HAWKINS INC	002-20200	442.91
11/05	11/08/2005	32423	90007	INDUSTRIAL LUBRICANT COMPANY	002-20200	555.27
11/05	11/08/2005	32424	60018	JILL M FORSEEN	002-20200	100.00
11/05	11/08/2005	32425	1103	JODI PHELPS	002-20200	50.00
11/05	11/08/2005	32426	1112	JOHN C MUCK	002-20200	120.05
11/05	11/08/2005	32427	1109	KEVIN ROCHE	002-20200	51.59
11/05	11/08/2005	32428	1110	KRISTINE BUTORAC	002-20200	50.00
11/05	11/08/2005	32429	120011	LABOR AND INDUSTRY	002-20200	30.00
11/05	11/08/2005	32430	120032	LAKE COUNTRY POWER	002-20200	130.00
11/05	11/08/2005	32431	120040	LAURENTIAN YEARBOOK	002-20200	200.00
11/05	11/08/2005	32432	120039	LEEF SERVICES	002-20200	25.35
11/05	11/08/2005	32433	120010	LEN'S BODY SHOP	002-20200	305.00
11/05	11/08/2005	32434	120014	LUNDGREN MOTORS	002-20200	14.13
11/05	11/08/2005	32435	130030	MACQUEEN EQUIPMENT	002-20200	79.96
11/05	11/08/2005	32436	130064	MARQUETTE SCHOOL	002-20200	132.20
11/05	11/08/2005	32437	130062	MERRITT ELEMENTARY PTA	002-20200	111.80
11/05	11/08/2005	32438	130004	MESABI DAILY NEWS	002-20200	938.61
11/05	11/08/2005	32439	130006	MESABI HUMANE SOCIETY	002-20200	1,709.74
11/05	11/08/2005	32440	130063	MIB HOOP CLUB	002-20200	180.20
11/05	11/08/2005	32441	130077	MIB QUARTERBACK CLUB	002-20200	489.80
11/05	11/08/2005	32442	1101	MINNESOTA FILM & TV BOARD	002-20200	100.00
11/05	11/08/2005	32443	130008	MINNESOTA MUNICIPAL UTILITIES	002-20200	154.47
11/05	11/08/2005	32444	130009	MINNESOTA POWER	002-20200	40,706.17
11/05	11/08/2005	32445	130014	MOUNTAIN IRON FIREMENS RELIEF	002-20200	35.20
11/05	11/08/2005	32446	130015	MOUNTAIN IRON PUBLIC UTILITIES	002-20200	11,743.18
11/05	11/08/2005	32447	130003	MOUNTAIN IRON-BUHL PEER HELPER	002-20200	166.40
11/05	11/08/2005	32448	140002	NATIONAL HONOR SOCIETY	002-20200	131.60
11/05	11/08/2005	32449	140052	NORTHEAST SERVICE COOPERATIVE	002-20200	223.74
11/05	11/08/2005	32450	140004	NORTHERN ENGINE & SUPPLY INC	002-20200	86.94

M = Manual Check, V = Void Check

Check Issue Date(s): 10/25/2005 - 11/14/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/08/2005	32451	150002	OXMOOR HOUSE	002-20200	16.91
11/05	11/08/2005	32452	180006	P & H MINEPRO SERVICES	002-20200	89.07
11/05	11/08/2005	32453	160007	PETERSEN DRILLING	002-20200	4,900.00
11/05	11/08/2005	32454	160023	POHAKI LUMBER	002-20200	108.00
11/05	11/08/2005	32455	160032	PORTABLE JOHN	002-20200	140.99
11/05	11/08/2005	32456	160021	POSTUDENSEKS	002-20200	309.75
11/05	11/08/2005	32457	160016	PRECISION TESTING INC	002-20200	368.00
11/05	11/08/2005	32458	170003	QUAD CITIES GYMNASTICS	002-20200	110.60
11/05	11/08/2005	32459	170001	QWEST	002-20200	99.83
11/05	11/08/2005	32460	180001	RANGE PAPER	002-20200	90.06
11/05	11/08/2005	32461	180045	RESERVE ACCOUNT	002-20200	500.00
11/05	11/08/2005	32462	190005	SACRED HEART CHURCH	002-20200	37.80
11/05	11/08/2005	32463	190010	SEPPI BROTHERS	002-20200	2,739.18
11/05	11/08/2005	32464	190045	SERVICE SOLUTIONS	002-20200	368.44
11/05	11/08/2005	32465	1106	SHARON KAPPES	002-20200	50.00
11/05	11/08/2005	32466	1107	SOROPTIMIST CLUB OF VIRGINIA	002-20200	50.00
11/05	11/08/2005	32467	190043	SPIRIT LAKE 4-H CLUB	002-20200	113.00
11/05	11/08/2005	32468	190039	ST LOUIS COUNTY RECORDERS OFFC	002-20200	46.00
11/05	11/08/2005	32469	200027	TRUE VALUE HOME CENTER	002-20200	196.68
11/05	11/08/2005	32470	210028	U S BANK CORP TRUST SERVICES	002-20200	44,063.75
11/05	11/08/2005	32471	220025	VERIZON WIRELESS, BELLEVUE	002-20200	15.64
11/05	11/08/2005	32472	1108	VIRGINIA WOMEN OF TODAY	002-20200	100.00
11/05	11/08/2005	32473	220020	VISA OR AMERICAN BANK CC PMT	002-20200	4,911.13
11/05	11/08/2005	32474	240001	XEROX CORPORATION	002-20200	386.80
11/05	11/08/2005	32475	260001	ZIEGLER INC	002-20200	19.95
11/05	11/14/2005	32476	120035	LENCI ENTERPRISES INC	002-20200	51,120.00

Totals:

439,552.99

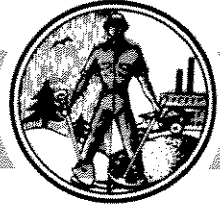
Payroll-PP Ending 11/4/05

51,054.96

TOTAL EXPENDITURES

\$490,607.95





# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## RESOLUTION NUMBER 34-05

### AUTHORIZING THE SALE OF CERTAIN PROPERTY

WHEREAS, the City Council has heretofore determined that it is beneficial to the City of Mountain Iron to convey certain property to the MN Iron Range Retriever Club, Inc.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA that the Mayor and City Administrator, upon receipt of payment, execute the deed to convey real property in St. Louis County, Minnesota, described as follows:

The Southeast Quarter of the Northeast Quarter of Section 27, Township 58 North, Range 18 West of the Fourth Principal Meridian, St. Louis County, Minnesota.

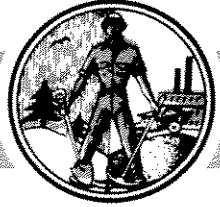
Subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF NOVEMBER, 2005.

ATTEST:

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

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



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 35-05

### CONCERNING THE 2006 ECONOMIC DEVELOPMENT AUTHORITY TAX LEVY

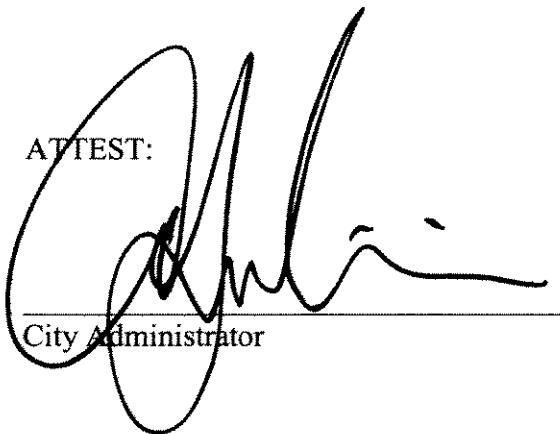
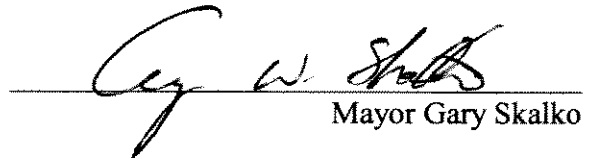
**WHEREAS**, the Mountain Iron Economic Development Authority was created on the 19th day of April, 2004, pursuant to Minnesota Statutes 469.090-469.108 and;

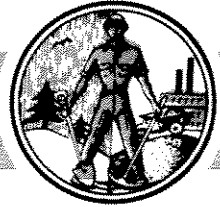
**WHEREAS**, Minnesota Statutes, Section 469.107, Subdivision 1, specifically authorized the Mountain Iron Economic Development Authority to levy against the taxable property of the City of Mountain Iron, St. Louis County, Minnesota.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Mountain Iron, Minnesota, that for the purpose of further development and to provide for any activities that are within the jurisdiction of the Mountain Iron Economic Development Authority as defined according to Minnesota Statutes. The Mountain Iron City Council submits to the County Auditor of St. Louis County, Minnesota, a final tax levy with a levy set to the maximum allowable for the Mountain Iron Economic Development Authority.

**DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## RESOLUTION NUMBER 36-05

### CHARITABLE GAMBLING

**WHEREAS**, Climb, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at Sawmill Saloon, and;

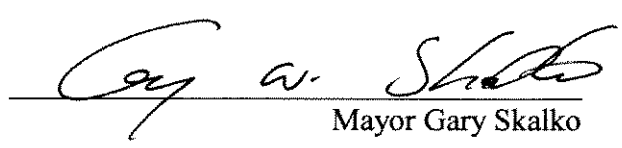
**WHEREAS**, Climb, is requesting that a Charitable Gambling Permit be issued.

**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 7<sup>th</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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

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



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## RESOLUTION NUMBER 37-05

### CHARITABLE GAMBLING

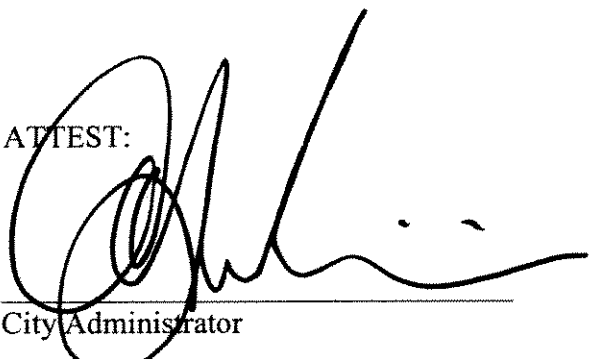
**WHEREAS**, American Legion Post 220, has applied for a Charitable Gambling Operation Permit to conduct Charitable Gaming at the Mountain Iron Senior Citizens Center, and;

**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 7<sup>th</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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

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

**COUNCIL LETTER 112105-IIIA**

**ADMINISTRATION**

**PUBLIC HEARING**

**DATE:** November 16, 2005

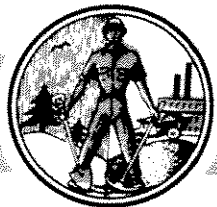
**FROM:** Craig J. Wainio  
City Administrator

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This public hearing is part of the vacation process for the roads to be vacated in the north Parkville area. After the completion of the vacation of certain portions of Eagle Avenue and Falcon Avenue in Parkville, it came to the staffs attention that certain platted Right-of-Ways may still exists in the Parkville Second and Third Additions. These ROW are in paper form only, no streets or infrastructure exists in these ROW's. In order to "clean-up" the entire it is recommended that the City Council vacate of the following ROWs:

All of North Street in the Parkville Second Addition; all of North Street in Parkville Third Addition; all of Third Avenue in Parkville Third Addition; and Center Street from Second Avenue to Third Avenue in Parkville Third Addition all in the City of Mountain Iron, St Louis County, Minnesota.

Property owners have been notified and the hearing notice was published in the Mesabi Daily News and on the City's web site, all in accordance with State Law. It is recommended that the City Council adopt Resolution Number 38-05 Vacating Streets.



# 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 40-05

### STREET, CURB & GUTTERS ASSESSMENT POLICY

**NOW, BE IT RESOLVED** by the City Council of Mountain Iron, Minnesota, that the following is hereby adopted as the new street, curb & gutters assessment policy for the City of Mountain Iron:

#### STREETS:

- A. New Construction: 90% assessment of the costs to property owners as determined on a linear front foot basis. The remaining costs of the construction shall be paid from the general city funds.
- B. Reconstruction: 75% assessment of the costs to the property owners as determined on a linear front foot basis. The remaining costs of the improvements shall be paid from the general city funds.
- C. Overlay: 50% assessment of the costs to property owners as determined on a linear front foot basis. The remaining costs of the improvements shall be paid from the general city funds.

#### CURBS AND GUTTERS:

75% assessment of the costs to property owners as determined on a linear front foot basis. The remaining costs of the improvements shall be paid from the general city funds.

#### CORNER LOTS:

Corner lots with side yards abutting city streets shall be granted a 25% reduction of their assessed costs as determined on a linear foot basis measured against the side yard.

**DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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

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

The Council discussed the Locomotive Park Painting Projects. The City Engineer said that the dozer had lead paint on it, so it was pulled from the bid. The Engineer stated that one quote was received for \$32,075 to paint the locomotive. The Mayor said that the Council could consider possibly budgeting for the project in 2006 and consider rebidding the project in the Spring of 2006. The City Engineer recommended budgeting around \$20,000 in 2006 for the project.

It was moved by Prebeg and supported by Irish to authorize KLM Engineering, Inc. to proceed with the warranty work on the 400,000 gallon hydropillar and the 1,000,000 gallon ground storage reservoir. The motion carried.

It was moved by Nelson and supported by Prebeg to authorize City Staff to solicit bids to perform the storm sewer tie-in with the City of Virginia located adjacent to Plaza 53 along Mountain Iron Drive and the tie-in of the waterline with the old Ann's Acres water system. The motion carried with Councilor Roskoski voting no.

Councilor Roskoski said that he was contacted by several of his neighbors, Barb Fivecoate, Steve Marcella, John Rappuchi, and few of his closer neighbors, regarding the whistle blowing from the trains. Councilor Roskoski requested the City Engineer to put together the information that he had regarding the regulations for the train whistle blowing and the contact information. Councilor Irish stated that there is a possible blight violation with regard to the whistle blowing. Councilor Irish also was looking for information regarding laws regulating how long a train can block a street, required signals, and the location of the whistle.

Councilor Nelson, Liaison for the Planning and Zoning Commission (P&Z), informed the Council that regarding the Norri Conditional Use Permit, that Mr. Norri had changed his setback to five feet and had obtained a ten foot easement from the adjacent property owner, Jerry Kujala. Councilor Nelson also said that the P & Z was questioning whether the City Council had approved of the covenants for the Mashkenode Lake area.

It was moved by Roskoski and supported by Irish that all items placed on the City Council meeting agenda, by anyone, be accompanied by necessary and complete backup information from now on. After further discussion, Councilor Roskoski amended the motion to have the City Council member or Staff member that added an additional item to the agenda after the

Minutes - City Council  
September 6, 2005  
Page 5

agenda has been distributed that the Council member or Staff member would be responsible for supplying the additional information to the Council prior to the meeting. Councilor Irish would not support the amendment. After further discussion, Councilor Roskoski amended the motion again to direct City Staff to supply the additional information to the City Council prior to the meeting. Councilor Irish supported the amendment. The amended motion carried.

At 8:02 p.m., Councilor Roskoski left the meeting.

It was moved by Nelson and supported by Prebeg to adopt Resolution Number 26-05, Charitable Gambling, (a copy is attached and made a part of these minutes). The motion carried with Councilor Roskoski absent.

It was moved by Prebeg and supported by Nelson to adopt Resolution Number 27-05, setting

It was moved by Skalko and supported by Prebeg to maintain all “publicly owned” lands within the City of Mountain Iron which need to be cut would be mowed by the City Crew on a regular basis. City Staff making the final determination on which lands would be mowed would be the Director of Parks and Recreation and the Director of Public Works. Mayor Skalko amended the motion to include obtaining a legal opinion on the liability issues of mowing on County, State, or Federal land with the City Attorney. Councilor Prebeg supported the amendment. The amended motion carried with Roskoski voting no.

It was moved by Skalko and supported by Prebeg that if an event, ad, etc. is given to City Staff after the agenda has been prepared which requires a cost to the City and needs to be acted upon at our upcoming meeting because of a time deadline, the Mayor will have the right to add it on to the agenda for a Council vote. Also, if an event should occur, like one of our high school teams going to regions, state, etc. and their next game played will be before our upcoming Council meeting, the Mayor shall have the right to authorize the cost of a radio broadcast and/or newspaper advertisement. After further discussion, Mayor Skalko amended his motion to include all Councilors instead of just the Mayor. Councilor Prebeg supported the amendment. The amended motion carried with Irish and Roskoski voting no.

It was moved by Skalko and supported by Irish that the City of Mountain Iron congratulates Matt Niskanen for being selected in the first round, 28<sup>th</sup> overall pick, by the Dallas Stars in the 2005 NHL draft. The City expresses continued success to Mr. Niskanen as he continues to pursue his dream. The motion carried.

It was moved by Skalko and supported by Prebeg to approve the Conditional Use Permit for Dan and Crystal Yernatich, 8750 Unity Drive, Mountain Iron, parcel code 175-0070-01484, to construct an accessory building that is 1,920 square feet. The motion carried.

It was moved by Prebeg and supported by Irish to approve a Variance for Charles Newberg, 5740 Mesabi Avenue, Mountain Iron, parcel code 175-0010-01850 to construct an accessory building closer to the lot line than is allowed by the zoning ordinance. The motion carried.

Councilor Roskoski questioned the City Administrator regarding the power outage on July 27, 2005. He stated that the resident who had contacted him said that he was having trouble reporting the power fluctuations and outage using the emergency number. City Staff said that they would contact Minnesota Power to see if they were having problems with their emergency number.

It was moved by Nelson and supported by Prebeg to authorize City Staff to purchase 12 transformers from Resco at their low quoted price of \$5,628.00. The motion carried unanimously on a roll call vote.

Councilor Roskoski questioned the Director of Public Works regarding the relocation of the brush hauling area. The Director of Public Works stated that the recycling bins had been relocated, but all of the signage had not yet been posted. He further stated that the yard waste site would be moved to the new site shortly.



**COUNCIL LETTER 112105-IVB1**

**ADMINISTRATION**

**TRAIL SYSTEM**

**DATE:** November 16, 2005

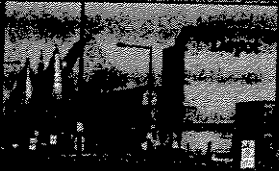
**FROM:** Craig J. Wainio  
City Administrator

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As you can see from the enclosed memo, our two trail projects have met the preliminary qualifications to apply for Federal Enhancement Funding. The trail projects include the trail from the High School to the Merritt Elementary School and from the Merritt Elementary School (2009) to Mountain Iron Drive (2010). A full application is the next step in the process.

As required by previous City Council action, staff is requesting authority to continue working on the grant application process for the proposed trails.

ENHANCEMENTS PROGRAM



**MEMORANDUM**

**To:** Enhancements Applicants  
**From:** Bryan Anderson *BA*  
**Date:** November 15th  
**Re:** Application Information

Your project has met the preliminary qualifications to apply for federal Enhancement Funding. The enclosed CD includes the Enhancement application and instructions for Microsoft Word users. If you do not have access to this program please call Bryan Anderson at 218-529-7529 for other arrangements. Please read over all the information and directions for filling out the application carefully. Once you have completed the application print 12 copies, attach necessary information including a detailed map of the project site, letter/resolution of commitment for the local match, letter/resolution for long-term maintenance, and a letter/sponsorship for communities under 5,000.

After all the information is assembled mail to:

Bryan Anderson  
 221 W 1<sup>st</sup> St  
 Duluth, MN 55802

If you have any questions when filling out the application please feel free to contact:

Bryan Anderson 218-529-7529

**Deadline for applications is December 16<sup>th</sup>, 2005.**

Bryan Anderson  
 ARDC

221 West First Street  
 Duluth, MN 55802

Phone: 218-529-7529

Fax: 218-529-7592

E-mail: [banderson@ardc.org](mailto:banderson@ardc.org)

**COUNCIL LETTER 112105-IVC1**

**STREET DEPARTMENT**

**ONE TON TRUCK PURCHASE**

**DATE:** November 16, 2005  
**FROM:** Don Kleinschmidt  
Director of Public Works  
  
Craig J. Wainio  
City Administrator

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State bid price for a 2006 one ton cab and chassis have been received. The specifications are attached.

Staff is requesting City Council authorization to approve the purchase of one Ford F-450 4 x 4 cab and chassis from Elk River Ford State Bid contract #435320 in the amount of \$25,297.80.

This purchase will be fund from the 2005 capital outlay fund.

Quotes for the dump body and snow plow equipment will be presented at the next City Council meeting.

TRUCK 19F

ELK RIVER FORD - CONTRACT 435320

Ford F-450 4X4 Reg Cab Chassis (Dual Rear Wheels) 60" Cab to Axle

To include the following required OEM equipment:

- Automatic Transmission
- Air Conditioning
- Limited Slip Rear Axle
- Wide Load/Trailer Tow Type Mirrors

Model No. Offered:	<u>F-450 F-47</u>
GVWR:	<u>16,000</u>
Engine Size (Horse Power)	<u>6.8 V-10 362 HP</u>
Fuel Type:	<u>GAS</u>
Rear Axle Ratio:	<u>4.88 - 1</u>
Standard Equipment - Radio Type	<u>AM/FM STEREO</u>
Standard Equipment - Seat configuration & Covering (Vinyl or Cloth)	<u>VINYL CLOTH BENCH</u>
Standard Equipment - Tires (Size and Type)	<u>LT225-70R-19.5F</u>
Standard Equipment - Fuel Tank Capacity:	<u>40 GALLON</u>
Standard Equipment - Bumper (Chrome or other):	<u>ARGENT PAINTED</u>
Tow Hooks - included?	Yes <u>X</u> No <u>      </u>

NOTE: Any option changes at the time of order shall be priced at the manufacturer to dealer invoice price.

Price for One (1) unit per above specification - DELIVERED	<u>\$25,297.80</u> Total Delivered Price ✓
DEDUCT FOR CUSTOMER PICKUP	<u>\$50.00</u>

Vendor ELK RIVER FORD

Phone No. 763.274.3339

Contact Name - DEAN LONNQUIST

Toll Free No. 800.441.2300

E Mail Address: lonny@elkriverforddodgejeep.com

Fax No. 763.274.3338

**COUNCIL LETTER 112105-IVC2**

**PUBLIC UTILITIES**

**RECYCLING AGREEMENT**

**DATE:** November 16, 2005  
**FROM:** Don Kleinschmidt  
Director of Public Works  
  
Craig J. Wainio  
City Administrator

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Enclosed is the recycling agreement between the City of Mountain Iron and St. Louis County.

Staff recommends approval of the agreement.

This agreement allows the City of Mountain Iron to offer a recycling program in participation with St. Louis County.



# Saint Louis County

Solid Waste Department • 307 First Street South, Suite 115 • Virginia, MN 55792  
Phone: (218) 749-9703 or 1-800-450-9278 • Fax: (218) 749-0650  
Email: [troolin@co.st-louis.mn.us](mailto:troolin@co.st-louis.mn.us)

**Ted Troolin**  
Director

November 4, 2005

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

**SUBJECT: AGREEMENT FOR PLACEMENT OF ROLL-OFF RECYCLING CONTAINERS**

Enclosed are four copies of the Agreement for placement of roll-off recycling containers between St. Louis County and the City of Mt. Iron. Please sign all four copies and return them to our office at the above address. When all signatures have been affixed, a fully executed original copy will be sent to you for your files.

Thank you.

Sincerely,

Mark St. Lawrence  
Program Administrator

Encl.

**AGREEMENT FOR PLACEMENT OF COUNTY  
ROLL-OFF RECYCLING CONTAINERS FOR COLLECTION OF  
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**, 8586 Enterprise Drive South; Mt. Iron, MN 55768 (the "Provider").

WHEREAS, the County relies on recyclable materials collected in County-owned roll-off recyclable materials collection containers (Roll-off Containers) as one of the primary methods of recyclables collection to achieve the Governor's Select Committee on Recycling and the Environment (SCORE) and County recycling goals; and

WHEREAS, the Provider will continue to provide a location for the placement of County owned Roll-off Containers for the collection of recyclable materials from its residents and businesses; and

WHEREAS, the Provider will continue to encourage its residents to participate in the County's Roll-off Recycling Program.

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

**SECTION I. TERM**

The term of this Agreement shall be from January 1, 2006 to December 31, 2008, unless earlier terminated by law or as provided herein. The term of this Agreement may be extended for an additional period of four (4) years at two (2) year intervals, upon mutual agreement of the parties.

**SECTION II. SERVICES**

**A. The County shall:**

1. The County will provide (a) roll-off recyclable materials collection container(s) at the location (Location) agreed upon by the Provider and the County.
2. The County recyclables haulage contractor will exchange the full Roll-off Containers and replace them with empty Roll-off Containers within forty-eight hours of notification by the Provider, excluding Sundays and holidays.
3. The County will take ownership of all recyclable materials collected in the Roll-off Containers.

**B. The Provider shall:**

1. Provide a location on public property for the placement of a County owned Roll-off Containers.
2. Provide site clean-up and maintenance around the Roll-off Containers

3. The Provider shall provide information on the proper sorting of acceptable recyclable materials and the use of the roll-off container.
4. Contact the County recyclables haulage contractor when the roll-off container(s) need(s) to be pulled and replaced with an empty roll-off container.
5. Prohibit the removal of recyclable materials from the roll-off containers while it is on their property.
6. Prohibit the placement of non-County owned recyclable materials collection containers at the location. The only exception shall be that the Provider may, at their discretion and at their own cost, provide containers for dry corrugated cardboard and provide haulage of collected cardboard to the County's recycling processing facility.
7. Provide snow removal as needed to keep the location accessible to users and the County haulage contractor.
8. The Provider shall allow access to all County residents for the purpose of depositing accepted recyclable materials into County roll-off containers located on their site. Access shall be on a 24/7 basis unless a sign is posted at the site entrance informing users of open hours.

### **SECTION III. 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 IV. INDEMNIFICATION CLAUSE**

The Provider agrees to defend and indemnify and hold the County harmless for any claims, actions, demands, or judgments arising in whole or in part from any act or omission of the Provider in performing its responsibilities under this Agreement.

The County agrees to defend and indemnify and hold the Provider harmless for any claims, actions, demands, or judgments arising in whole or in part from any act or omission of the County in performing its responsibilities under this Agreement.



## SECTION V. 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 VI. TERMINATION

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

A. Failure to maintain the roll-off site.

The County reserves the right to terminate the Agreement if the Provider fails to maintain the roll-off container site in a manner that will allow access to users and to the County contracted roll-off container hauler.

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 VII. 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 VIII. 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 IX. TIME OF ESSENCE**

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

## **SECTION X. 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 City Administrator at the City of Mt. Iron; 8586 Enterprise Drive South, Mt. Iron, MN 55768 (218) 748-7570.

## **SECTION XI. WAIVER**

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

## **SECTION XII. 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 XIII. 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 XIV. 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.

BY: \_\_\_\_\_  
Gary Skalko  
Mayor, City of Mt. Iron

BY: \_\_\_\_\_  
Craig Wainio  
City Administrator, City of Mt. Iron

ST. LOUIS COUNTY

BY: \_\_\_\_\_  
TED TROOLIN  
Solid Waste Director

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
AMY KURONEN  
Assistant County Attorney

2005 -



*Protecting, maintaining and improving the health of all Minnesotans*

October 14, 2005

Mountain Iron City Council  
c/o City Administrator  
Mountain Iron City Hall  
8586 Enterprise Drive South  
Mountain Iron, Minnesota 55768

Dear Council Members:

SUBJECT: Lead/Copper Tap Water Monitoring Report, PWSID 1690035

This letter is to report the results of your recent lead/copper monitoring that is required by the Safe Drinking Water Act. The results revealed the following **90th percentile levels**:

90th percentile lead level = 2  $\mu\text{g/l}$  (rounded as 0.002 mg/l).  
The action level for lead is 15.0  $\mu\text{g/l}$ .

90th percentile copper level = 97  $\mu\text{g/l}$  (rounded as 0.097 mg/l).  
The action level for copper is 1300  $\mu\text{g/l}$ .

Based on these results, your public water system **has not exceeded** the action level for lead and **has not exceeded** the action level for copper.

Please share individual results with each participant and provide a copy of the enclosed lead/copper fact sheet(s) to residences with a lead level greater than 15  $\mu\text{g/l}$  and/or a copper level greater than 1300  $\mu\text{g/l}$ . Your next round of lead/copper monitoring has been scheduled for June 2008. Sample bottles will be sent to you from a contract laboratory early in the monitoring period. The enclosed report should be placed in your records and a copy maintained on or near the water supply premises and available for public inspection for not less than ten (10) years.

If you have any questions, please contact me at 651/201-4674, or Lih-in Rezania at 651/201-4661.

Sincerely,

A handwritten signature in cursive script that reads "Pauline Wuoti".

Pauline A. Wuoti  
Community Public Water Supply Unit  
Environmental Health Division  
P.O. Box 64975  
St. Paul, Minnesota 55164-0975

PAW:jlb  
Enclosure  
cc: Water Superintendent

27

Minnesota Department of Health  
List of Sampling Locations and First Draw  
For Lead/Copper Tap Water Monitoring

Sampling Period: 6/1/2005 - 9/30/2005

PWSID: 1690035

PWS Name: Mountain Iron

Reduced Long Term

90<sup>th</sup> Percentile Lead Level: 2.0  
90<sup>th</sup> Percentile Copper Level: 97.0

Samples Received: 10  
Samples Required: 10

Site No.	Location (Site Address)	Tier No. (1-4)	Plumbing Materials				Sample Results		Collected
			LSL	LP	CP/LS	Other	Copper 1300 (µg/L)	Lead 15.0 (µg/L)	
00003	5722 MINERAL AVE 5576	1	X		X		97	< 2	8/16/2005
00004	5730 MINERAL AVE 5576	1	X		X		34	< 2	8/16/2005
00005	5738 MINERAL AVE 5576	1	X		X		107	2	8/16/2005
00007	5730 MESABI AVE 55768	1	X		X		56	< 2	8/16/2005
00008	5699 MINERAL AVE 5576	1	X		X		64	4	8/16/2005
00012	5746 MINERAL AVE 5576	1	X		X		73	< 2	8/16/2005
00015	5719 MARBLE AVE 55768	1	X		X		25	< 2	8/16/2005
00018	5701 MARBLE AVE 55768	1	X		X		49	< 2	8/16/2005
00019	5721 MOUNTAIN AVE 557	1	X		X		97	< 2	8/16/2005
00020	5695 MARBLE AVE 55768	1	X		X		46	< 2	8/16/2005

# Let it run. . . and get the lead out!

## Important information on how to protect your health

Lead is a common metal that has been in many consumer products but is now known to be harmful to human health if ingested or inhaled. It can be found in lead-based paint, air, soil, household dust, food, some types of pottery, and drinking water. When people come in contact with lead, it may enter their bodies and accumulate over time, resulting in damage to the brain, nervous system, red blood cells, and kidneys.

The following is information about lead in drinking water: why it is a cause for concern, how it enters water, and most importantly, simple precautions you can take to protect you and your family.

### Why is lead in drinking water a problem?

Drinking water is not our only source of lead exposure. However, combined with other sources, lead in water can increase the build-up of lead in our bodies. Lead in water can be a special problem for infants, whose diets may be mostly liquids, such as baby formulas or concentrated juices mixed with water. Smaller bodies can absorb lead more rapidly than bigger ones, so amounts of lead that won't hurt an adult can be very harmful to a child. A child's mental and physical growth can be permanently harmed by too much lead.

### How does lead get into my drinking water?

Lead is rarely found in natural sources of water such as rivers and lakes or underground aquifers. However, it may work its way into drinking water after the water has left the treatment plant and is on its way to people's faucets. This usually happens through the corrosion of materials containing lead in household plumbing. These materials include brass faucets, lead solder on copper pipes, lead pipes, or lead service lines connecting the water main to the inside plumbing.

Lead pipes are no longer installed for service lines or in household plumbing, and lead solder has been outlawed in Minnesota since 1985. The amount of lead allowed in brass faucets has also been limited, but can still contribute some lead to drinking water (note that many faucets are made of brass even if they do not have a "brass" color). Even with these restrictions in place, some homes—especially older homes—may still have significant amounts of lead in their plumbing systems.

### How can I reduce lead in my drinking water?

**Let It Run.** Flush taps before using water from them for drinking or cooking. Water that stands idle in pipes for long periods of time—such as overnight or during the day when people are gone to work and school—is more likely to absorb materials from the plumbing system. The best way to rid the pipes of water that may contain lead is to let the cold-water faucet run until you feel that the water is as cold as it will get. The amount of time this takes will depend on your home and how its plumbing is arranged—but you should always run the water for at least 60 seconds. If your home has a lead service line (which you can determine by asking your local water utility), you should flush water for an additional 2 to 3 minutes to make sure you are getting fresh water from the water main. Be sure to flush standing water before using any water for drinking or cooking purposes.

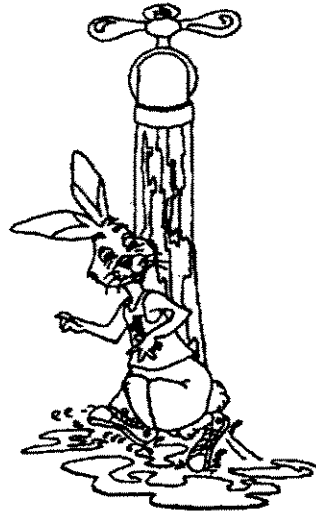
#### *Tips for flushing:*

- ◆ Other household water uses will also help clear standing water from your home's plumbing. For example, you may want to establish a routine of doing household tasks that use water—such as showering, flushing the toilet, or running the dishwasher—first thing in the morning before using water for drinking or cooking. Keep in mind that you'll still need to flush individual faucets for a short time before using them for drinking water.
- ◆ The water you run from drinking water taps does not have to be wasted. You can use this water for cleaning purposes or for watering plants.
- ◆ You may want to keep a container of drinking water in your refrigerator, so you don't have to run water every time you need it.

**Use Only Cold Water for Cooking and Drinking.** Hot water dissolves lead more quickly than cold water, so don't use water from your hot-water faucet for cooking or drinking. If you need hot water for cooking or drinking, take water from the cold tap and heat it. It is especially important not to use the hot water for making baby formula.

### Will water treatment devices help?

Some treatment devices can reduce the amount of lead in your drinking water. Reverse-osmosis and distillation units can be used for that purpose. A few types of water filters also remove lead. Check the product literature to be sure it has been certified for lead removal by NSF International (<http://nsf.org>). Also, you must follow the manufacturer's recommendations for operation and maintenance to ensure that the treatment equipment works correctly.



**Let it run!**

### How can I get my water tested for lead?

Testing for lead can help determine if there is too much in your drinking water. Many laboratories can test your water to see if there is a lead problem. Fees will vary between labs. Check your Yellow Pages under "Laboratories-Testing." A list of laboratories certified to test for lead is available on the Minnesota Department of Health web page at:

[http://www.health.state.mn.us/divs/phl/cert/sdwp\\_pb.html](http://www.health.state.mn.us/divs/phl/cert/sdwp_pb.html)



**Minnesota Department of Health** *Division of Environmental Health*  
625 North Robert Street P. O. Box 64975 St. Paul, Minnesota 55164-0975  
<http://www.health.state.mn.us/divs/eh/water>



*To request this document in another format, call 651-201-4700; TDD 651-201-5797 or toll-free through the Minnesota Relay Service, 1-800-818-9318 (ask for 651-201-4700).*

141-0715  
September 2005

# Copper in Drinking Water

## *Health Effects and How to Reduce Exposure*

In 1991, the U. S. Environmental Protection Agency (EPA) established rules for controlling lead and copper levels in public water supplies. Since that time, water systems across the country have been sampling water in the homes of their customers to determine if there is a problem. Enclosed is information on copper in drinking water: why it is cause for concern, how it enters water, and how you and your family can reduce your exposure to it.

Copper is a reddish metal that occurs naturally in rock, soil, water, sediment, and air. It has many practical uses in our society and is commonly found in coins, electrical wiring, and pipes. It is an essential element for living organisms, including humans, and—in small amounts—necessary in our diet to ensure good health. However, too much copper can cause adverse health effects, including vomiting, diarrhea, stomach cramps, and nausea. It has also been associated with liver damage and kidney disease. \*

The human body has a natural mechanism for maintaining the proper level of copper in it. However, children under one year old have not yet developed this mechanism and, as a result, are more vulnerable to the toxic effects of copper. People with Wilson's disease also have a problem with maintaining the proper balance and should also exercise particular care in limiting exposure to copper.

Water is one of the ways that copper may enter our bodies. The EPA has established an "action level" for copper in drinking water. This action level is exceeded if the level of copper in more than 10 percent of the tap water samples collected by a water system is greater than 1,300 micrograms per liter (or 1,300 parts per billion). You may wish to check with your water supplier for the results of the copper testing it did. Steps should be taken to reduce exposure if this level of 1,300 parts per billion is exceeded.

This level has been set to protect against acute toxic effects in humans. *However, it is not protective against copper toxicity in sensitive members of the population, such as those with Wilson's disease, who will have to further limit their intake of copper from all sources.*

### *What is my local water supplier doing about copper?*

Water supply systems that have exceeded the federal "action level" of 1,300 parts per billion of copper are taking a number of steps to deal with the problem. These include testing the source water for contamination and treating the water to make it less corrosive or less likely to absorb copper from the plumbing.

### *How can I reduce my exposure to copper?*

Copper works its way into the water by dissolving from copper pipes in the household plumbing. The longer the water has stood idle in the pipes, the more copper it is likely to have absorbed. (Newer homes with copper pipes may be more likely to have a problem. Over time, a coating forms on the inside of the pipes and can insulate the water from the copper in the pipes. In newer homes, this coating has not yet had a chance to develop.) Thus, anytime the water has not been used for more than six hours—overnight, for example, or during the day when people have been gone to work or school—it should be cleared from the pipes before being used for drinking or cooking.

This can be achieved by letting the cold water faucet run until you can feel the water getting colder—usually 30 to 60 seconds. This must be done before taking drinking water from any faucet in the house.

In addition, hot water dissolves copper more quickly than cold water; as a result, water to be used for drinking or cooking should not be drawn from the hot water tap. If you need hot water for cooking or drinking, take water from the cold tap and heat it. **It is especially important not to use the hot water for making baby formula.**



Minnesota Department of Health *Division of Environmental Health*  
625 North Robert Street P. O. Box 64975 St. Paul, Minnesota 55164-0975  
<http://www.health.state.mn.us/divs/eh/water>



To request this document in another format, call 651-201-4700; TDD 651-201-5797  
or toll-free through the Minnesota Relay Service, 1-800-818-9318 (ask for 651-201-4700). 141-0718-2  
September 2005





# Saint Louis County

Office of the Sheriff - 100 North 5th Avenue West, Room 103 • Duluth, Minnesota 55802  
Phone: (218) 726-2337 - Fax: (218) 726-2171

**Ross Litman**  
Sheriff

**TO:** City of Mountain Iron City Council and Mayor  
**FROM:** Sgt. Wade Rasch  
**RE:** October 2005 Activity Report  
**DATE:** November 08, 2005

The St. Louis County Sheriff's Office in Mt. Iron responded to 166 calls for service during the month of October. Deputies performed 45 traffic stops while issuing 17 citations for traffic or criminal offenses and 31 traffic warnings.

**Calls For Service:**

- 26 Public Assists (Civil Standby, Sound of Shots, Animal Complaints, etc.)
- 23 Disturbances (Verbal arguments/Domestic/Unwanted Persons)
- 23 On views- Officer initiated contacts checking on persons, vehicles, properties
- 19 Assists to Virginia Sheriff's Patrol
- 15 Dishonored Checks/Theft
- 14 Suspicious Persons/Vehicles
- 12 Assists to State Patrol or other Police Departments
- 12 Arrests---Warrant/DUI/Domestic/Disorderly Conduct
- 9 Welfare Checks Upon Persons/Runaway
- 5 Alarm Calls
- 5 Medical Assists
- 3 Criminal Damage to Property Complaints

Reply to:

**32**

**Administrative Offices**

100 N 5th Ave. W, Rm 103  
P.O. Box 16187 Duluth, MN 55816  
Phone: (218) 726-2341  
Fax: (218) 726-2171

**County Jail**

4334 Haines Road  
Duluth, MN 55811  
Phone: (218) 726-2345  
Fax: (218) 725-6134

**Emergency Management**

5735 Old Miller Trunk Hwy  
Duluth, MN 55811  
Phone: (218)  
Fax: (218)

**Sheriff's Office**

300 South 5th Avenue  
Virginia, MN 55792  
Phone: (218) 749-7134  
Fax: (218) 749-7192

**Sheriff's Office**

1810 12th Ave. E  
Hibbing, MN 55746  
Phone: (218) 262-0132  
Fax: (218) 262-6334



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING  
MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street • P.O. Box 261  
Mt. Iron, MN 55768-0261  
tel: 218-735-8914 • fax: 218-735-8923  
email: info@bm-eng.com

November 15, 2005

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

Re: City of Mountain Iron  
Ann's Acres Water Building & tank Demolition  
Project No. MI05-19

Dear Mr. Wainio:

Enclosed please find FINAL Pay Request No. 2 for the City of Mountain Iron Ann's Acres Water Building & Tank Demolition project in the amount of \$5,210.40.

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

Sincerely,  
**Benchmark Engineering, Inc.**

Eric E. Fallstrom, P.E.

EEF: js

Enclosure

Pc: Mr. Ray Mlodozyniec, V & S Consulting, Inc.

**RECOMMENDATION OF PAYMENT**

No. 2 - Final

Engineer's Project No. MI05-19

Project: Ann's Acres Water Building & Tank Demolition

CONTRACTOR: V & S Consulting, Inc., P.O. Box 1085, Proctor, MN 55810

For Period Ending November 14, 2005

To **City of Mountain Iron**  
Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated November 15, 2005

By 

**STATEMENT OF WORK**

Original Contract Price	\$ <u>21,710.00</u>	Work & Materials to Date	\$ <u>21,710.00</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained	\$ <u>0.00</u>
Current Contract Price	\$ <u>21,710.00</u>	Subtotal	\$ <u>21,710.00</u>
		Previous Payments	\$ <u>16,499.60</u>
		<b>Amount Due this Payment</b>	<b>\$ <u>5,210.40</u></b>



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING  
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8878 Main Street • P.O. Box 261  
Mt. Iron, MN 55768-0261  
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email: info@bm-eng.com

November 15, 2005

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

Re: City of Mountain Iron, MN  
Mountain Iron Drive Storm Drainage Improvements  
Project No. MI05-17

Dear Mr. Wainio:

Enclosed please find Pay Request No. 1 for the City of Mountain Iron Mountain Iron Drive Storm Drainage Improvements project in the amount of **\$23,468.80**.

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

Sincerely,  
**Benchmark Engineering, Inc.**

Eric E. Fallstrom, P.E.

EEF: js

Enclosure

pc: Mr. Jim Bougalis, Hibbing Excavating, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Engineer's Project No. MI05-17

Project: Mountain Iron Drive Storm Drainage Improvements

CONTRACTOR: Hibbing Excavating, Inc., 3402 15th Avenue East, Hibbing, MN 55746

For Period Ending November 14, 2005

To City of Mountain Iron  
Owner

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

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

BENCHMARK ENGINEERING, INC.

Dated November 15, 2005

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>62,022.00</u>	Work & Materials to Date	\$ <u>24,704.00</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>1,235.20</u>
Current Contract Price	\$ <u>62,022.00</u>	Subtotal	\$ <u>23,468.80</u>
		Previous Payments	\$ <u>0.00</u>
		<b>Amount Due this Payment</b>	<b>\$ <u>23,468.80</u></b>



**PAY REQUEST NO. 1**  
**MOUNTAIN IRON DRIVE STORM SEWER IMPROVEMENTS**  
**MOUNTAIN IRON, MINNESOTA**  
**PROJECT NO: M105-17**

SPEC. NO.	ITEM	UNITS	PROJECT QUANTITY	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2101.502	CLEARING	TREE	1.0	\$5,000.00	1.0	\$5,000.00
2101.507	GRUBBING	TREE	1.0	\$5,000.00	1.0	\$5,000.00
2104.501	REMOVE CONCRETE CURB & GUTTER	LIN. FT.	265.0	\$4.00		\$0.00
2104.503	REMOVE CONCRETE PAVEMENT	SQ. FT.	82.0	\$1.00		\$0.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	215.0	\$3.00		\$0.00
2104.513	SAW PAVEMENT - FULL DEPTH	LIN. FT.	300.0	\$3.00		\$0.00
2105.535	SALVAGED TOPSOIL	CU. YD.	20.0	\$8.00	15.0	\$120.00
2211.503	AGG. BASE CL. 5 (CV)	CU. YD.	55.0	\$13.00		\$0.00
2232.501	MILL BITUMINOUS SURFACE	SQ. YD.	290.0	\$3.00		\$0.00
2350.501	TYPE LV4 WEARING COURSE MIXTURE A	TON	50.0	\$48.00		\$0.00
2350.502	TYPE LV3 NON WEARING COURSE MIXTURE A	TON	105.0	\$48.00		\$0.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	30.0	\$2.00		\$0.00
2501.602	METALIZED STEEL ORIFICE PLATE	EACH	1.0	\$600.00		\$0.00
2503.511	6" PVC PIPE SEWER - SDR 35	LIN. FT.	10.0	\$20.00		\$0.00
2503.541	12" RC PIPE SEWER, CL III	LIN. FT.	365.0	\$30.00	272.0	\$8,160.00
2506.501	CONST. DRAINAGE STRUCTURE DES. G MOD.	LIN. FT.	15.5	\$200.00		\$0.00
2506.502	CONNECT TO EXISTING STORM MANHOLE	EACH	2.0	\$1,000.00	1.0	\$1,000.00
2506.516	CASTING ASSEMBLY	EACH	3.0	\$400.00		\$0.00
2531.501	CONCRETE CURB & GUTTER - DES. D418	LIN. FT.	234.0	\$15.00		\$0.00
2531.501	CONCRETE CURB & GUTTER - DES. B618	LIN. FT.	31.0	\$15.00		\$0.00
2563.601	TRAFFIC CONTROL	LUMP SUN	1.0	\$2,000.00	0.5	\$1,000.00
2571.541	TRANSPLANT TREE	TREE	7.0	\$860.00		\$0.00
2573.508	BITUMINOUS LINED FLUME	SQ. YD.	15.0	\$40.00		\$0.00
2575.505	SODDING TYPE LAWN	SQ. YD.	200.0	\$4.50		\$0.00
2575.555	TURF ESTABLISHMENT	LUMP SUN	1.0	\$1,200.00		\$0.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	0.0	\$950.00	2.0	\$1,900.00
2504.603	12" WATER MAIN D.I. CLASS 52	LIN. FT.	0.0	\$50.00	11.0	\$550.00
2504.608	WATERMAIN FITTINGS	LBS.	0.0	\$3.00	658.0	\$1,974.00

**ADD ALTERNATE NO. 1**

SPEC. NO.	ITEM	UNITS	ADD ALT #1 QUANTS.	ITEM COST	QUANTITY TO DATE	TOTAL AMOUNT
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	33.0	\$5.00		\$0.00
2104.513	SAW PAVEMENT - FULL DEPTH	LIN. FT.	50.0	\$3.00		\$0.00
2211.503	AGG. BASE CL. 5 (CV)	CU. YD.	8.0	\$13.00		\$0.00
2350.501	TYPE LV4 WEARING COURSE MIXTURE A	TON	12.0	\$48.00		\$0.00
2504.602	8" GATE VALVE AND BOX	EACH	1.0	\$1,500.00		\$0.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	2.0	\$950.00		\$0.00
2504.603	8" WATER MAIN D.I. CLASS 52	LIN. FT.	20.0	\$50.00		\$0.00
2504.608	WATERMAIN FITTINGS	LBS.	350.0	\$3.00		\$0.00
2575.505	SODDING TYPE LAWN	SQ. YD.	45.0	\$20.00		\$0.00

**COUNCIL LETTER 112105-IVH1**

**PERSONNEL COMMITTEE**

**POSTING**

**DATE:** November 16, 2005

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

---

With the retirement of Mr. Thomas Schur the Personnel Committee recommends that the WWTP operator position be posted internally according to the collective bargaining agreement.

**CITY OF MOUNTAIN IRON**

**INTERNAL JOB POSTING**

**WASTE WATER TREATMENT PLANT OPERATOR**

The City of Mountain Iron has an immediate opening for the full-time position of Waste Water Treatment Plant Operator. This position reports to the Director of Public Works through the City Foreman.

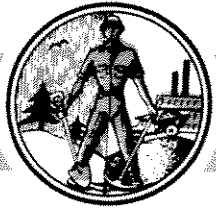
Responsibilities of this position are described in the Waste Water Treatment Plant Operator position analysis.

The position is Job Class 14 at \$19.96 per hour.

Applications will be accepted until 10:00 a.m., December 12, 2005. Submit letter of application to Craig J. Wainio, City Administrator.

This notification is to be posted on the employee bulletin board at the Community Center, Library, Wastewater Plant and City Garage.





# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

## RESOLUTION NUMBER 38-05

### VACATING STREETS IN PARKVILLE 2<sup>nd</sup> AND 3<sup>rd</sup> ADDITIONS

**WHEREAS**, the City Council of Mountain Iron has determined to vacate all of North Street in the Parkville Second Addition; all of North Street in Parkville Third Addition; all of Third Avenue in Parkville Third Addition; and Center Street from the center line of Second Avenue to the center line of Third Avenue in Parkville Third Addition; and,

**WHEREAS**, a public hearing was held on November 21, 2005, before the City Council in the Community Center on such petition after due published and posted notice has been given by the City Administrator on October 31, 2005, a reasonable attempt was made to give personal notice to affected property owners, and all persons interested were given an opportunity to be heard; and,

**WHEREAS**, any person, corporation or City owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove or otherwise attend thereto; and,

**WHEREAS**, it appears that it will be in the best interest of the City to vacate such streets; and,

**WHEREAS**, four-fifths of all members of the City Council concur with this Resolution.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that a portion of such petition is hereby granted and the streets described as follows are hereby vacated:

All of North Street in the Parkville Second Addition; all of North Street in Parkville Third Addition; all of Third Avenue in Parkville Third Addition; and Center Street from the center line of Second Avenue to the center line of Third Avenue in Parkville Third Addition all in the City of Mountain Iron, St Louis County, Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 21<sup>st</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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

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

**COUNCIL LETTER 112105-VIB**

**ELECTIONS**

**RESOLUTION NUMBER 39-05**

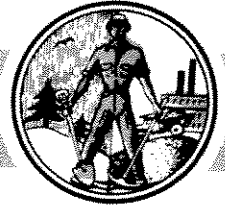
**DATE:** November 16, 2005

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

---

Resolution Number 39-05 requests that St. Louis County include the City of Mountain Iron's election equipment needs in its HAVA equipment plan. Through the inclusion in the equipment plan, there may be funding available for the City to acquire two new optical scan voting machines.

The passing of this Resolution does not require that the City purchase the optical scan voting machines, it only makes the City eligible for funding. It is recommended that the City Council adopt Resolution Number 39-05.



# 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 39-05

### REQUESTING INCLUSION IN THE SAINT LOUIS COUNTY HELP AMERICA VOTE ACT EQUIPMENT PLAN

**WHEREAS**, the City of Mountain Iron currently uses Eagle Optical Scan voting machines to tabulated election results; and

**WHEREAS**, the Eagle Optical Scan voting machines have been in use in Mountain Iron since 1998 and newer technology is now available; and

**WHEREAS**, the Federal government has made Help America Vote Act funding available to the Minnesota Secretary of State for distribution to Counties to improve election systems and purchase assistive voting machines for the disabled.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Mountain Iron, Minnesota, that the City of Mountain Iron hereby requests Saint Louis County include in the Saint Louis County Equipment Plan a request by the City of Mountain Iron for HAVA funding to upgrade Mountain Iron's optical scan vote tabulation equipment if permitted by HAVA rules and regulations.

**DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF NOVEMBER, 2005.**

ATTEST:

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

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

**EXCERPT OF CITY COUNCIL MEETING OF NOVEMBER 21, 2005**

It was moved by Councilor \_\_\_\_\_ and supported by Councilor \_\_\_\_\_ that the liquor and cigarette license applications for the period January 1, 2006 through December 31, 2006, be approved and issued to the following individuals and business establishments pursuant to the approval, where necessary, of the Liquor Control Commission and pursuant to the payment of all outstanding license fees and utility charges:

Jeff & Greg Properties, Inc.  
DBA: B. G.'s Saloon  
5494 Highway 7  
Mountain Iron, MN 55792

On-Sale Intoxicating Liquor  
Sunday On-Sale Intoxicating Liquor  
Off-Sale Non-Intoxicating Liquor  
Cigarette

Mike Lambert  
DBA: Silver Creek Liquor Company  
5489 Highway 7  
Mountain Iron, MN 55792

Off-Sale Intoxicating Liquor  
Cigarette

Commander  
American Legion Post #220  
5748 Mountain Avenue, PO Box 361  
Mountain Iron, MN 55768

Club On-Sale Intoxicating Liquor  
Off-Sale Non-Intoxicating Liquor  
Cigarette

Mac's Bar, Inc.  
DBA: Mac's Bar  
8881 Main Street, PO Box 313  
Mountain Iron, MN 55768

Off-Sale Intoxicating Liquor  
On-Sale Intoxicating Liquor  
Sunday On-Sale Intoxicating Liquor  
Cigarette

Bruce A. Carlsen  
Corner Spur  
5499 Highway 7, Box 1207  
Mountain Iron, MN 55792

Cigarette

Marion Giru  
Little Joe's  
5537 Nichols Avenue, PO Box 356  
Mountain Iron, MN 55768

Off-Sale Non-Intoxicating Liquor  
Cigarette

Jay Ryan Moehlenbrock  
Jay Ryan Enterprise, Inc.  
DBA: Sawmill Saloon & Restaurant  
5478 Mountain Iron Drive  
Mountain Iron, MN 55792

Off-Sale Intoxicating Liquor  
On-Sale Intoxicating Liquor  
Sunday On-Sale Intoxicating Liquor  
Cigarette

Adventures, Va., Inc.  
Greg Hartnett  
5475 Mountain Iron Drive  
Mountain Iron MN 55792

Off-Sale Intoxicating Liquor  
On-Sale Intoxicating Liquor  
Sunday On-Sale Intoxicating Liquor

**COUNCIL LETTER 112105-VID**  
**ANIMAL CONTROL**  
**ANIMAL CONTROL CONTRACT**

**DATE:** November 16, 2005  
**FROM:** Craig J. Wainio  
City Administrator

---

Enclosed, please find the annual contract with the Mesabi Humane Society to perform Animal Control duties in Mountain Iron. The contract price is \$1,000 per month, up from \$854.87 per month, the last increase was in the 2001 contract.

# Contract for Service

This contract, made and entered into this 1<sup>st</sup> day of January, 2006 by and between the Mesabi Humane Society, owner of the Range Animal Center, 2305 Southern Drive, Virginia, Minnesota 55792, hereinafter referred to as the Mesabi Humane Society and the City of ~~Mountain Iron~~ <sup>Mountain Iron</sup> Hereinafter referred to as the Municipality.

- WHEREAS, This contract will use the term "animals" from herein to mean Domesticated Dogs and Cats only. All other animals are not considered within this document.
- WHEREAS, the Municipality is in need of shelter and care of animals found within the city limits and in need of an animal control program and service; and
- WHEREAS, The Humane Society has a facility and is qualified and licensed to provide such care and shelter and animal control services; and
- WHEREAS, the Municipality wishes to purchase these services from the Mesabi Humane Society in accordance with this contract;
- THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

## I. Term

II.

The term of this contract shall be from January 1<sup>st</sup> 2006 to December 31<sup>st</sup> of 2006 to be reviewed for revisions by both parties on yearly intervals in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

## II. Basic Services

The Mesabi Humane Society agrees to provide the following services:

1. Shelter and care for animals that are picked up in the limits of the Municipality by the Humane Society Animal Control Officer.
2. Shelter and care for stray/free-roaming animals that are brought to the shelter by residents of the Municipality on a volunteer basis.
3. Pick up and transport animals from the Municipality to the shelter during normal business hours, upon request of the appropriate Municipality officials and citizens within the Municipality's City Limits.
4. The Animal Control Officer will patrol the Municipality in the Animal Control Officer's identified vehicle at random times during the week to check for and pick up any free-roaming animals within the limits of the Municipality. The ACO will work with the Municipality's Police Department to help uphold all City ordinances governing animals within their limits.
5. Animal examinations and veterinary care at a licensed facility, whenever staff deems it necessary.
6. Boarding up to Seven working days in a holding facility, to find rightful owners then place the animal up for adoption.
7. Euthanasia and disposal if required.
8. Issue ID Tags to all animals leaving our facility and send notification to the proper Department within the Municipality of adoption. It will then be left to the Municipality to contact pet owners and collect moneies for City Licenses and any follow up of proper licensing.
9. Keep accurate records of any and all transactions concerning animals from the Municipality.

### III. Responsibilities of the Municipality

1. It is up to all Municipalities to help the Mesabi Humane Society uphold our quarantine (confine & observe) guidelines. The Mesabi Humane Society reserves the right to make decisions regarding bites and human exposure.
2. The Municipality shall call the Mesabi Humane Society for pick-up of animal(s) during normal business hours:

\*\* If agreed upon, Municipality appointed personnel may bring animal(s) to the shelter and place animals in our outdoor kennels after regular business hours. The animals will then be brought into the shelter the following morning.

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
(Mesabi Humane Society Representative) (Municipality Representative)

1. After normal business hours, the Municipality shall obtain treatment for injured animals that are in life-threatening condition. The Mesabi Humane Society will pick up the animal as soon as possible after being notified.

### IV. Compensation

The Municipality shall pay the Mesabi Humane Society the following fee: \$ 1000.00 per month.

### V. Compliance with Laws

In providing all services pursuant to this contract, the Mesabi Humane Society shall abide by all statues, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted, as provided by each and all Municipalities. It will be the sole responsibility of each Municipality to give the Mesabi Humane Society its statues, ordinances and rules and keep the Mesabi Humane Society up to date on any and all changes in a timely manner.

### VI. Insurance

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

- A. WORKERS COMPENSATION: Coverage at statutory limits as provided by the State of Minnesota.
- B. COMPREHENSIVE GENERAL LIABILITY: Coverage shall have minimum limits to \$600,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

## VII. Early Termination of Contract

Either party upon thirty (30) days written notice, delivered by mail or in person, to the other party may terminate this contract. For purposes of such notice and the addresses of the Mesabi Humane Society and the Municipality are as follows:

Mesabi Humane Society/Range Animal Center  
2305 Southern Drive  
Virginia, Minnesota 55792

Mt. Iron  
8586 Enterprise Drive  
Mt Iron, MN 55768

## VIII. Modifications

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

## IX. Entire Agreement

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

MESABI HUMANE SOCIETY

MUNICIPALITY OF:

By: \_\_\_\_\_  
(signature)

Title: Administrator

By: \_\_\_\_\_  
(signature)

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

By: \_\_\_\_\_  
(signature)

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

(2)



**COUNCIL LETTER 112105-VIE**

**AUDITOR**

**AUDIT PROPOSAL**

**DATE:** November 16, 2005

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

---

Enclosed, please find the Audit proposal from Walker, Giroux and Hahne to perform the 2005 Audit. The proposal price is \$15,700 for the Governmental Funds and \$7,300 for the Enterprise Funds. For the 2004 Audit proposal the Governmental Funds were \$13,500 and the Enterprise funds were \$6,300.



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

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

October 31, 2005

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, 2005. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of City of Mountain Iron, Minnesota, as of and for the year ended December 31, 2005.

The document we submit to you will include the following supplementary information required by generally accepted accounting principles that 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.

Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion 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 an opinion as to whether your 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 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 an opinion. If our opinion on the financial statements is 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 an opinion, we may decline to express an opinion 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 laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report 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.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts 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 and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements 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 Internet 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.

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. Also 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.

#### **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 matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, 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.

Identifying and ensuring that City of Mountain Iron, Minnesota complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mountain Iron, Minnesota's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

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

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on City of Mountain Iron, Minnesota's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. 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. Tests of controls are required only if control risk is assessed below the maximum level. 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 reportable conditions. However, we will inform the governing body of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *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.

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. General 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.

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 \$15,700.00 for Governmental Funds and \$7,300.00 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

City of Mountain Iron, Minnesota  
October 31, 2005  
Page 5

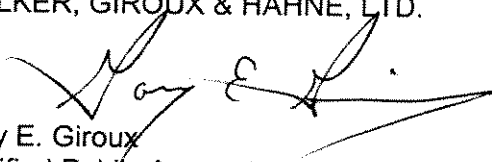
from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*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 2003 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

BRADLEE BERLIN, CPA  
DENISE STONER, CPA  
JENNIFER TRICAST, CPA  
KEVIN SJOSTROM, CPA  
BRYAN SWARTZ, CPA  
SHARI BOROWICZ, CPA

October 28, 2003

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, 2003. 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 Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. 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. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, 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, 2003, 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.

54

*Jelinek Metz McDonald, Ltd.*



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

952.935.6868

Website: [www.jmcdonald.com](http://www.jmcdonald.com)

FAX 952.935.7040

**COUNCIL LETTER 112105-VIF**

**CITY COUNCIL**

**OUT OF STATE TRAVEL POLICY**

**DATE:** November 16, 2005

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

---

Below, please find the State Statute requiring that the City adopt an out of state travel policy for elected officials. It is recommended that the Council adopt the enclosed policy as forwarded from the League of Minnesota Cities.

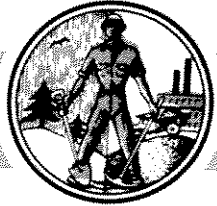
Sec. 38. [471.661] [OUT-OF-STATE TRAVEL.]

By January 1, 2006, the governing body of each statutory or home rule charter city, county, school district, regional agency, or other political subdivision, except a town, must develop a policy that controls travel outside the state of Minnesota for the applicable elected officials of the relevant unit of government. The policy must be approved by a recorded vote and specify:

- (1) when travel outside the state is appropriate;
- (2) applicable expense limits; and
- (3) procedures for approval of the travel.

The policy must be made available for public inspection upon request and reviewed annually. Subsequent changes to the policy must be approved by a recorded vote.





# 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

## ELECTED OFFICIAL OUT-OF-STATE TRAVEL POLICY

Purpose: The City of Mountain Iron recognizes that its elected official may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

### General Guidelines:

1. The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:
  - Whether the elected official will be receiving training on issues relevant to the City or to his or her role as the Mayor or as a Council member;
  - Whether the elected official will be meeting and networking with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.
  - Whether the elected official will be viewing a City facility or function that is similar in nature to one that is currently operating at, or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full council.
  - Whether the elected official has been specifically assigned by the Council to visit another City for the purpose of establishing a goodwill relationship such as a "sister-City" relationship (see Note below).
  - Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or to otherwise meet with federal officials on behalf of the City.
  - Whether the City has sufficient funding available in the budget to pay the cost of the trip.
2. No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
3. The City may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise all payments will be made as reimbursements to the elected official.
4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations and guidelines outlined in the City's policy for out-of-state travel by City employees.



November 15, 2005

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

**RE: RFP #8 & #9  
2005 Renovations Mtn. Iron Library  
Mtn. Iron, Minnesota  
DSGW Project \$ 05007**

Dear Craig:

We have submitted RFP #8 and #9 to the Design Group for review and they find them in order see attached e-mail. We recommend that they be approved.

If you have any questions, please do not hesitate to contact our office.

Thank you.

Sincerely,

DSGW Architects, Inc.

A handwritten signature in black ink, appearing to read 'Erik C. Wedge', is written over the printed name of the sender.

Erik C. Wedge, AIA

ECW:jp

cc: Mayor Gary Skalko – City of Mtn. Iron  
Karen Luoma – City of Mtn Iron Library  
Pat Croatt – USDA Area Specialist  
Christopher Penn – USDA  
Mike Vidmar – SLC-CDBG  
Bruce Pomerantz – MN Dept. of Education

## Erik Wedge

---

To: Erik Wedge  
Subject: Mountain Iron Elevator

Erik,

We finally got some information from Jeff with regard to the proposals. With regard to RFP #8 we understand that the elevator inspector is now enforcing a requirement for the dedicated panel for the elevator equipment.

Connecting to existing circuits is no longer acceptable. The price submitted by Nelson Collie for the installation of the elevator electrical equipment is acceptable based on our understanding of the work involved with the 70' run to the main distribution panel. RFP #9 is acceptable, it is our understanding there are 10 lighting circuits being switched from the panel, at about a \$120.00 a circuit for labor and materials is not to bad. Let me know if you have any other questions. I don't like when there are changes but we couldn't have foreseen these two.

The Design Group, Inc.  
Otto W. Maki, P.E.  
email: otto@thedgroup.org  
Phone: 218-262-1959  
Fax: 218-262-1976

# RFP REQUEST FOR PROPOSAL



PROJECT NAME: **Mountain Iron Library 2005 Renovations**

OWNER NAME: **City of Mountain Iron**

C O N T R A C T O R : **Lenci**

Project Number

**05007.0**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

RFP NO: ITEM:

ISSUE DATE:

<b>8</b>	<b>Elevator electrical code requirement as per elevator inspector.</b>	<b>10/7/2005</b>
----------	--	------------------

DESCRIPTION:

See attached Design Group Memo.

ATTACHMENTS:

REVISIONS:

RFP PRICE:

C.O.No.

Design Group Memo dated 9/4/05.

\$0

Status

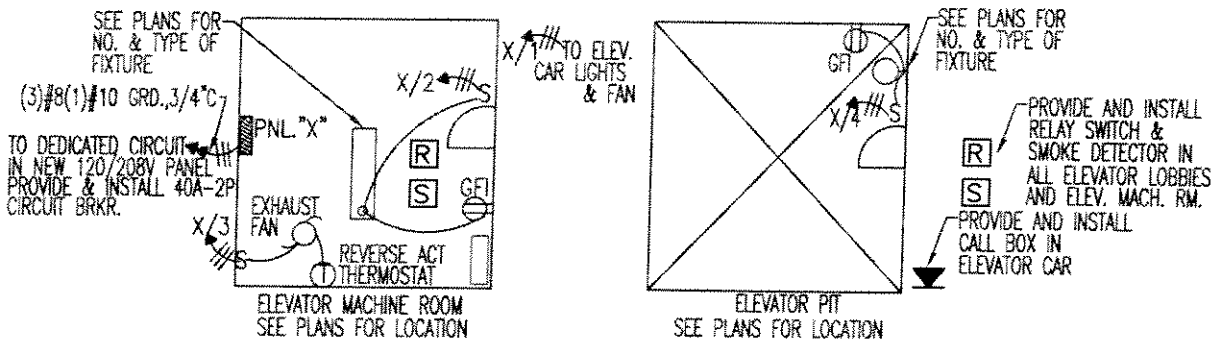
REQUESTED BY:: DSGW Architects  
417 2nd St. S., P.O. Box 1965  
Virginia, MN 55792  
218.741.7962  
218.741.7967 FAX  
www.dsgw.com



PROJECT NO. 00505  
 DRAWN BY LKS  
 CHECKED BY OWM  
 DATE 09/04/05  
 DRAWING NO. RFP8

REQUEST FOR PROPOSAL

ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL SURFACE MOUNTED ELEV. BRANCH CIRCUIT PNL "X" (SQ. D Q0612L100S) 120/208V 1Ø 100A-2P 6 SP. MAIN LUG PANEL WITH PK7G1A GRD. BAR AND Q01PA LOCKING ATTACHMENT. PROVIDE AND INSTALL CIRCUIT BREAKERS AS SHOWN ON DETAIL IN PNL "X" PROVIDE AND INSTALL (3)#8,(1)#10 GRD.,3/4"C FROM PANEL "X" TO TO DEDICATED CIRCUIT IN NEW 120/208V PANEL. PROVIDE & INSTALL 40A-2P CIRCUIT BRKR. IN PANEL. CONNECT DEVICES AS SHOWN ON THIS DETAIL.



COORDINATE ALL DEVICE LOCATIONS WITH ELEVATOR SUPPLIER

SURFACE MOUNTED ELEV. BRANCH CIRCUIT PNL "X" (SQ. D Q0612L100S) 120/208V 1Ø 100A-2P 6 SP. MAIN LUG PANEL WITH PK7G1A GRD. BAR AND Q01PA LOCKING ATTACHMENT

Ckt.	Load	Breaker	Phase	Breaker	Load	Ckt.
1	ELEVATOR CAR LIGHTS/REC	20A-1P	X	15A-1P	LIGHTS/REC	2
3	LIGHTS/REC	15A-1P		X 20A-1P	EXHAUST FAN	4
5	SMOKE DETECTOR	15A-1P	X		SPACE	6

SHALL BE LOCKABLE

ELEVATOR MACH. RM. AND PIT DETAIL

NOT TO SCALE

# RFP REQUEST FOR PROPOSAL



PROJECT NAME: Mountain Iron Library 2005 Renovations

OWNER NAME: City of Mountain Iron

CONTRACTOR: Lenci

Project Number  
**05007.0**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

RFP NO: ITEM:

ISSUE DATE:

**B** Elevator electrical code requirement as per elevator Inspector.

10/7/2005

DESCRIPTION:

See attached Design Group Memo.

**PROPOSAL - November 2, 2005**  
**Electrical Sub-Bid**

Labor	\$ 2,520.
Material	751.
Inspection	60.
	<hr/>
	\$ 3,331.
(10%) O.H.	333.
(5%) Profit	183.
Total Sub-Bid	<hr/>
	\$ 3,847.
(10%) Markup on Sub	385.
Bond	60.
TOTAL	<hr/>
	\$ 4,292.

LENCI ENTERPRISES, INC.

*Dale J. Hansen*  
Dale J. Hansen

ATTACHMENTS:

Design Group Memo  
dated 9/4/05.

REVISIONS:

RFP PRICE:

\$0

C.O.No.

Status

REQUESTED BY:: DSGW Architects  
417 2nd St. S., P.O. Box 1965  
Virginia, MN 55792  
218.741.7962  
218.741.7967 FAX  
www.dsgw.com

# RFP REQUEST FOR PROPOSAL



PROJECT NAME: **Mountain Iron Library 2005 Renovations**

OWNER NAME: **City of Mountain Iron**

C O N T R A C T O R : **Lenci**

Project Number

**05007.0**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

RFP NO: ITEM:

ISSUE DATE:

<b>9</b>	<b>Light switches</b>	10/18/2005
----------	-----------------------	------------

**DESCRIPTION:**

Field verify number of lighting circuits being switched in existing panel. Provide and install (1) new 120v 1phase switch per lighting circuit for all lights being switched in existing panel.

Provide and install (2)#12 (1)#12 grd. 1/2" c wiring from existing panel location to new switches to be located on north side of new wall opposite new panel location.

ATTACHMENTS:

REVISIONS:

RFP PRICE:

C.O.No.

N/A

\$1,252

Status

Pending

REQUESTED BY:: DSGW Architects  
417 2nd St. S., P.O. Box 1965  
Virginia, MN 55792  
218.741.7962  
218.741.7967 FAX  
www.dsgw.com

# RFP REQUEST FOR PROPOSAL



PROJECT NAME: Mountain Iron Library 2005 Renovations

OWNER NAME: City of Mountain Iron

CONTRACTOR: Lenci

Project Number

05007.0

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

RFP NO: ITEM:

ISSUE DATE:

9	Light switches	10/18/2005
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**DESCRIPTION:**

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Provide and install (2)#12 (1)#12 grd. 1/2" wiring from existing panel location to new switches to be located on north side of new wall opposite new panel location.

ATTACHMENTS:

REVISIONS:

RFP PRICE:

C.O.No.

N/A

\$0

PROPOSAL - November 2, 2005

Status **Electrical Sub-Bid**

Exclusions	Labor	\$ 756.
	Material	166.
	Inspection	50.
		\$ 972.
	(10%) O.H.	97.
	( 5%) Profit	53.
	<b>Total Sub-Bid</b>	<b>\$1,122.</b>
	(10%) Markup on Sub	112.
	Bond	18.
	<b>TOTAL</b>	<b>\$1,252.</b>

REQUESTED BY: DSGW Architects  
417 2nd St. S., P.O. Box 1905  
Virginia, MN 55792  
218.741.7962  
218.741.7967 FAX  
www.dsgw.com

LENCI ENTERPRISES, INC.

*Dale J. Hansen*  
Dale J. Hansen



# Mountain Iron Library ADA Renovations 2005

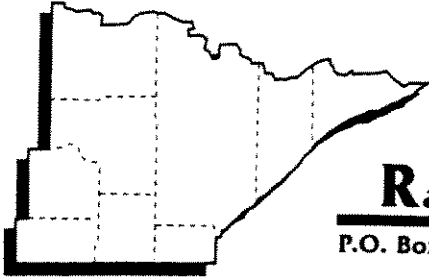


Mountain Iron, MN  
November 15, 2005

Item	Description	Remark	Quantity	Unit Cost	Cost
A.	Construction Budget 3/17/2005				\$324,115
	Contingency 10%				\$32,412
B.	Total Construction Cost Estimate				\$356,527
C.	Construction Bid Lenci				\$312,800
	RFP #1	Approved		\$3,638	
	RFP #2	Approved	CO1		
	RFP #3	Rejected	CO2	\$7,040	
	RFP #4	Approved		\$7,960	
	RFP #5	Approved	CO2	(\$967)	
	RFP #6	Rejected	CO2	(\$1,180)	
	RFP #7	Approved		\$7,168	
	RFP #8	Pending	CO2	\$3,876	
	RFP #9	Pending	CO3	\$4,292	
	RFP #10	Approved	CO3	\$1,252	
	RFP #11	Approved	CO2	\$7,810	
		Approved	CO2	\$470	
D.	Change Order #1	Approved	RFP 1	\$3,638	\$316,438
	Change Order #2	Approved	RFP 2,4,5,7,10,11	\$17,049	\$333,487
	Change Order #3	Pending	RFP 8,9	\$5,544	\$339,031

COMMUNICATIONS  
NOVEMBER 21, 2005

1. Range Association of Municipalities and Schools, information regarding the previous and upcoming Legislative Session.



One Range...One Voice

**Range Association of Municipalities and Schools**  
P.O. Box 705, Buhl, MN 55713      PHONE (218) 258-3216      FAX (218) 258-3217

November 10, 2005

Dear Members:

It is already that time of year again. We are staring at the Holidays and yet another Legislative Session. This past summer, RAMS has been busy tracking the \$5 billion worth of proposed Economic Development Projects. We have attended scoping meetings for all of them and are tracking them through the permitting process and testifying for the record. RAMS also coordinated State Senate Bonding Committee site visits. Earlier in the year we solicited State bonding requests be made to the State of Minnesota. Our area has over \$150 million in bonding requests. We will be lobbying for these during the legislative session.

Although we had a good year, we have an ambitious agenda again this year. Even though we made gains in Education funding, most will be eaten up in increased fuel costs. We have to get appropriations so that doesn't happen. We were successful in securing \$15 million for Health, Safety and Maintenance projects but we need to do more as the plight of our school districts is still shaky. We also need to continue our push for LGA restoration. Last year we helped get \$48 million restored and we were successful in getting back \$7 million of the Taconite offset. We must, however, get back the remaining \$3 million and full restoration of the Pawlenty/Sviggum LGA cuts.

As you can see we have a very aggressive agenda. We will be pushing and supporting our Economic projects, promoting our Bonding requests, and pursuing our Legislative Agenda. As always, we need your help and support. History shows that because Taconite cities, schools and townships band together, it does make a difference. We have faced the most adverse political situation the past few years. Thanks to our Legislators and your support, we have of late made some strides forward. Right now, we face some exciting times. We have an opportunity to grow economically which will be a huge boost to us all. It is important that we be involved and push these potential projects!

I thank you for your past support and for your continued participation. You do make a difference!

Ron Dicklich  
Executive Director