

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, NOVEMBER 21, 2011 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the November 17, 2011, Committee-of-the-Whole Meeting (#1)
 - B. Minutes of the November 17, 2011, Regular Meeting (#2-8)
 - C. Receipts
 - D. Bills and Payroll
 - E. Communication (#37-40)
- III. Public Forum
 - A. Merritt Days Committee (#9)
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Labor Management Meeting (#10)
 - B. City Administrator's Report
 - C. Interim Public Works Director's Report
 - 1. Underground Electrical Cable Quotes (#11-14)
 - D. Sheriff's Department Report
 - E. Fire Department Report
 - 1. Recommendation to Hire 3 New Firefighters (#15)
 - F. City Attorney's Report
 - G. City Engineer's Report
 - 1. Change Order Number 4 Gravel Access Road (#16-17)
 - 2. Pay Request Number 5 Gravel Access Road (#18-19)
 - H. Buildings and Grounds Committee
 - 1. City Garage Addition Heaters (#20-22)
 - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
 - A. Resolution Number 24-11 Approving CDBG Application (#23-24)
 - B. Resolution Number 25-11 Approving CDBG Application (#25-26)
 - C. Resolution Number 26-11 Approving Joint Powers Agreement (#27-34)
 - D. Request to Use Locomotive Park (#35)
- VII. Communications (#37-40)
- VIII. Announcements
 - A. Committee-of-the-Whole Meeting on November 22, 2011 at 5:30pm
- IX. Closed Meeting (#36)
- X. Adjourn

MINUTES
MOUNTAIN IRON CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING
NOVEMBER 7, 2011

The meeting was called to order at 5:30 p.m. with the following members present: Tony Zupancich, Ed Roskoski, Susan Tuomela, and Mayor Gary Skalko. Absent member included: Joe Prebeg, Jr. Also present were: Jill M. Anderson, Municipal Services Secretary; Craig J. Wainio, City Administrator; Eric Fallstrom, Benchmark Engineering; and Tim Satrang, WWTP Operator.

At 5:31 p.m., it was moved by Zupancich and seconded by Tuomela to recess the regular meeting and open the public hearing to allow public comment on the proposed Wellhead Protection Plan. The motion carried with Prebeg absent.

Mr. Fallstrom gave an overview of the Wellhead Protection Plan, Part II. He explained that the Department of Health completed Part I of the Plan because of the size of the City of Mountain Iron. He said that Part II of the Plan was the responsibility of the City to complete and Benchmark Engineering was directed to complete Part II of the study. He reviewed the chapters of the Wellhead Protection Plan with the City Council.

No one spoke during the public hearing and there were no communications received.

At 5:49 p.m., it was moved by Zupancich and seconded by Tuomela to adjourn the public hearing and reconvene the meeting. The motion carried with Prebeg absent.

At 5:50 p.m., it was moved by Skalko and seconded by Zupancich that the meeting be adjourned. The motion carried with Prebeg absent.

Submitted by:



Jill M. Anderson, CMC
Municipal Services Secretary

MINUTES
MOUNTAIN IRON CITY COUNCIL
NOVEMBER 7, 2011

Mayor Skalko called the City Council meeting to order at 6:32 p.m. with the following members present: Tony Zupancich, Susan Tuomela, Ed Roskoski, and Mayor Gary Skalko. Absent member included: Joe Prebeg, Jr. Also present were: Craig J. Wainio, City Administrator; Jill M. Anderson, Municipal Services Secretary; Rod Flannigan, City Engineer; and Michael Downs, Interim Public Works Director.

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

1. Approve the minutes of the October 17, 2011, regular meeting as submitted.
2. To acknowledge the receipts for the period October 15-31, 2011, totaling \$180,260.11, (a list is attached and made a part of these minutes).
3. To authorize the payments of the bills and payroll for the period October 16-31, 2011, totaling \$297,204.56, (a list is attached and made a part of these minutes).

The motion carried on a roll call vote with Prebeg absent.

During the public forum, Greg Brownell, 5450 Mineral Avenue, was present and asked about the Unity Drive road extension through to South Grove. The Mayor said that Benchmark Engineering had prepared three road proposals for the City to consider and the Street and Alley Committee was currently reviewing the proposals. Mr. Brownell felt he should apologize to the Council for bringing the issue forward; he said he received an unsigned letter telling him to not pursue the issue further because he would not have to pay any special assessments for the project.

The Mayor commented on the following:

- Water Rate Increase. He advised the public that even with the recent water rate increase, the Mountain Iron Public Utilities still had the lowest water rates in the area. He said that the City had not increased the fees for seven years
- Solar Panel Grant. He said that the City was awarded a \$150,000 to install solar panels on the Community Center building. He thought that the Mountain Iron City Hall would be the second city hall in the state to be use an alternative energy source.

It was moved by Roskoski and seconded by Zupancich to accept the low quote of North County Heating and Cooling of \$7,600.00 for the rooftop heating unit for the Water Treatment Plant. The motion carried on a roll call vote with Prebeg absent.

It was moved by Zupancich and seconded by Tuomela to set a public hearing on the proposed application for a Community Development Block Grant for Locomotive Park and the Downtown Water Line Improvement Project for November 21, 2011 at 5:30 p.m. The motion carried with Prebeg absent.

The City Administrator commented on the following:

- Emergency Alert Test. He advised the Council that there would be an Emergency Alert Test conducted on Wednesday, November 9, 2011 at 1:00 p.m. He said that this was a nationwide emergency alert test that would last approximately three minutes.
- Community Center Clocks. Councilor Roskoski thanked the City Administrator and Staff for installing the clocks at the Community Center.
- Calendar Parking. Councilor Roskoski questioned the calendar parking notice that was published in the paper. The Mayor requested that the City Administrator clarify the issue with Councilor Roskoski.

It was moved by Roskoski and seconded by Zupancich to accept the low quote of Resco for the purchase of one 112 KVA transformer and box pad at the quoted price of \$6,107.33. The motion carried on a roll call vote with Prebeg absent.

Councilor Roskoski questioned the City Engineer regarding the location of a proposed catch basin on James Medure's property at 5465 Bluebell Avenue.

The Mayor reminded the Council members to only bring up issues that were on the agenda and to refrain from asking City Staff questions at the meeting when they are not prepared to answer. He encouraged the Council Members to meet with City Staff on issues that could be answered by them outside of the meetings.

During the liaison reports, Councilor Tuomela gave the October 2011 Library Report.

It was moved by Tuomela and seconded by Zupancich to adopt the Wellhead Protection Plan, Part II Report, and authorize its submission to the Minnesota Department of Health. The motion carried with Prebeg absent.

It was moved by Zupancich and seconded by Tuomela that the liquor and cigarette license applications for the period January 1, 2012 through December 31, 2012, 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
Virginia (Mountain Iron), MN 55792

On-Sale Intoxicating Liquor
Sunday On-Sale Intoxicating Liquor
Off-Sale 3.2 Malt Beverage

Silver Creek Liquor Company, Inc.
DBA: Silver Creek Liquor
5489 Highway 7
Virginia (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 3.2 Malt Beverage

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

F. P. Troutwine, C & B Warehouse Distr.
Mountain Iron Short Stop
5537 Nichols Avenue
Mountain Iron, MN 55768

Cigarette

Sundberg Enterprises, LLC
DBA: Sawmill Saloon & Restaurant
5478 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

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

Adventures, Virginia, Inc.
Greg Hartnett
5475 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

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

Walgreen Company
5474 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Cigarette

Keny J. Adams
May December Endeavors Inc.
DBA: Country Kitchen
5470 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Wine
3.2 Malt Beverage

Home on the Range LLC
DBA: Holiday Inn Express & Suites
8570 Rock Ridge Drive
Mountain Iron, MN 55768

3.2 Malt Beverage
Wine License

WJ Holdings, Inc.
DBA: AmericInn Lodge & Suites
5480 Mountain Iron Drive
Virginia, MN 55792

3.2 Malt Beverage

The motion carried with Prebeg absent.

It was moved by Zupancich and seconded by Tuomela to authorize a one year construction extension to Michael Ann and Ron Mortaloni for Lot 5, Block 2 of Unity Second Addition. The motion carried with Prebeg absent.

The Council reviewed the third quarter financial statements.

It was moved by Tuomela and seconded by Zupancich to set a Committee-of-the-Whole meeting for Tuesday, November 22, 2011 at 5:30 p.m. The motion carried with Prebeg absent.

At 7:16 p.m., it was moved by Skalko and seconded by Roskoski that the meeting be adjourned. The motion carried with Prebeg absent.

Submitted by:



Jill M. Anderson, CMC
Municipal Services Secretary

www.mtniron.com

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	130,490.93
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,400.00
BUILDING RENTALS	COMMUNITY CENTER	1,200.00
BUILDING RENTALS	NICHOLS HALL	50.00
CAMPGROUND RECEIPTS	COCA COLA	64.85
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	7,295.62
PERMITS	BUILDING	4,357.09
CD INTEREST	CD INTEREST 101	916.50
CD INTEREST	CD INTEREST 602	400.97
CD INTEREST	CD INTEREST 603	2,004.84
CD INTEREST	CD INTEREST 604	2,837.33
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
METER DEPOSITS	ELECTRIC	1,725.00
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	446.66
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	3,220.22
MISCELLANEOUS	CABLE TV FRANCHISE FEE	6,150.06
CHARGE FOR SERVICES	SEWER-CHARGE FOR SERVICES	9.54
REFUNDS FOR OVERPMT IN SAME YR	FUND 301-PHASE II VIC INVEST.	15,800.00
MISCELLANEOUS	REIMBURSEMENTS	185.00
METER DEPOSITS	WATER	40.00
MISCELLANEOUS	HALLOWEEN CARNIVAL PROCEEDS	1,635.50
Summary Totals:		<u>180,260.11</u>

Check Issue Date(s): 10/22/2011 - 11/10/2011

Report Criteria:

Check.Check No = 141640-141710

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/11	11/08/2011	141640	10019	ARMORY SHELL	603-20200	507.66
11/11	11/08/2011	141641	10010	ARROW AUTO	101-20200	21.20
11/11	11/08/2011	141642	10025	ARROWHEAD REGION EMER. MGMT.A	101-20200	25.00
11/11	11/08/2011	141643	5007	ASSURANT EMPLOYEE BENEFITS	604-20200	686.51
11/11	11/08/2011	141644	20022	BENCHMARK ENGINEERING INC	101-20200	1,120.00
11/11	11/08/2011	141645	1104	BILL BAUMAN	101-20200	200.00
11/11	11/08/2011	141646	30017	CARQUEST (MOUNTAIN IRON)	101-20200	443.87
11/11	11/08/2011	141647	220003	CITY OF VIRGINIA	101-20200	4,280.27
11/11	11/08/2011	141648	30026	COMO LUBE & SUPPLIES INC	101-20200	112.22
11/11	11/08/2011	141649	30072	COMPUTER WORLD	301-20200	1,435.50
11/11	11/08/2011	141650	1105	DAWN JACOBSON	101-20200	100.00
11/11	11/08/2011	141651	1102	DENISE FORCONI	101-20200	200.00
11/11	11/08/2011	141652	40030	DULUTH CLINIC	101-20200	25.00
11/11	11/08/2011	141653	40015	DULUTH NEWS TRIBUNE	101-20200	273.00
11/11	11/08/2011	141654	50041	EMERGENCY AUTOMOTIVE TECH INC	301-20200	197.43
11/11	11/08/2011	141655	50040	ENERGY MANAGEMENT SOLUTIONS	604-20200	4,369.93
11/11	11/08/2011	141656	500012	ERA LABORATORIES INC	601-20200	497.80
11/11	11/08/2011	141657	1103	EVA LEPISTO	101-20200	200.00
11/11	11/08/2011	141658	60026	FASTENAL COMPANY	603-20200	71.51
11/11	11/08/2011	141659	60006	FISHER PRINTING	601-20200	272.54
11/11	11/08/2011	141660	70035	G & K SERVICES	101-20200	54.14
11/11	11/08/2011	141661	70016	GOPHER STATE ONE CALL INC	604-20200	96.50
11/11	11/08/2011	141662	70038	GREAT NORTHERN EQUIPMENT INC	101-20200	139.90
11/11	11/08/2011	141663	70028	GREATER MINNESOTA AGENCY INC	101-20200	216.00
11/11	11/08/2011	141664	70029	GUARDIAN PEST CONTROL INC	101-20200	155.82
11/11	11/08/2011	141665	70009	GULBRANSON EXCAVATING CO	604-20200	4,560.00
11/11	11/08/2011	141666	80017	HENRY'S WATERWORKS INC	601-20200	935.21
11/11	11/08/2011	141667	30023	J P COOKE COMPANY	101-20200	54.22
11/11	11/08/2011	141668	1101	KATHRYN MANIS	604-20200	133.72
11/11	11/08/2011	141669	120032	LAKE COUNTRY POWER	101-20200	211.34
11/11	11/08/2011	141670	120002	LAWSON PRODUCTS INC	604-20200	486.37
11/11	11/08/2011	141671	120014	LUNDGREN MOTORS	101-20200	40.46
11/11	11/08/2011	141672	130165	MERRITT DAYS COMMITTEE	101-20200	131.55
11/11	11/08/2011	141673	130062	MERRITT ELEMENTARY PTA	101-20200	296.40
11/11	11/08/2011	141674	130041	MESABI BITUMINOUS	601-20200	1,901.74
11/11	11/08/2011	141675	130006	MESABI HUMANE SOCIETY	101-20200	1,580.00
11/11	11/08/2011	141676	130026	MESABI SIGN COMPANY	101-20200	25.65
11/11	11/08/2011	141677	130005	MESSIAH LUTHERAN CHURCH	101-20200	219.25
11/11	11/08/2011	141678	130152	MIB ACE CLUB - C/O MIB SCHOOL	101-20200	87.70
11/11	11/08/2011	141679	130012	MIB NATIONAL HONOR SOCIETY	101-20200	175.40
11/11	11/08/2011	141680	130159	MIB PROM COMMITTEE	101-20200	175.40
11/11	11/08/2011	141681	130115	MIB STUDENT COUNCIL	101-20200	175.40
11/11	11/08/2011	141682	130044	MINNESOTA DEPT OF HEALTH	101-20200	332.00
11/11	11/08/2011	141683	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,019.06
11/11	11/08/2011	141684	130097	MINNESOTA VALLEY TESTING LABS	602-20200	461.00
11/11	11/08/2011	141685	130158	MTN IRON FIRE DEPT FAMILY AUX.	101-20200	87.70
11/11	11/08/2011	141686	140047	NARDINI FIRE EQUIPMENT CO INC	101-20200	357.34
11/11	11/08/2011	141687	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	56,470.34
11/11	11/08/2011	141688	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	140.39
11/11	11/08/2011	141689	140056	NORTHLAND TRUST SERVICES INC	601-20200	60,175.00
11/11	11/08/2011	141690	140008	NORTRAX EQUIPMENT/POWERPLAN	101-20200	800.86
11/11	11/08/2011	141691	40032	OFFICE OF ENTERPRISE TECHNOLOG	101-20200	409.49
11/11	11/08/2011	141692	160043	POMP'S TIRE SERVICE INC	604-20200	532.54
11/11	11/08/2011	141693	160032	PORTABLE JOHN	101-20200	306.40

M = Manual Check, V = Void Check

Check Issue Date(s): 10/22/2011 - 11/10/2011

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/11	11/08/2011	141694	180001	RANGE PAPER	101-20200	133.66
11/11	11/08/2011	141695	180005	ROAD MACHINERY AND SUPPLY	101-20200	2,047.58
11/11	11/08/2011	141696	190005	SACRED HEART CHURCH	101-20200	87.70
11/11	11/08/2011	141697	190010	SEPPI BROTHERS	601-20200	2,939.06
11/11	11/08/2011	141698	190045	SERVICE SOLUTIONS	101-20200	22.34
11/11	11/08/2011	141699	190004	SKUBIC BROS INC	603-20200	128.00
11/11	11/08/2011	141700	190043	SPIRIT LAKE 4-H CLUB	101-20200	50.25
11/11	11/08/2011	141701	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	39,500.00
11/11	11/08/2011	141702	190002	ST LOUIS COUNTY AUDITOR	603-20200	100.00
11/11	11/08/2011	141703	190071	SYNERGY GRAPHICS	101-20200	62.89
11/11	11/08/2011	141704	200003	TACONITE TIRE SERVICE	101-20200	693.01
11/11	11/08/2011	141705	200020	THE TRENTI LAW FIRM	101-20200	4,252.27
11/11	11/08/2011	141706	210001	UNITED ELECTRIC COMPANY	604-20200	975.20
11/11	11/08/2011	141707	220025	VERIZON WIRELESS	101-20200	17.41
11/11	11/08/2011	141708	220014	VIKING INDUSTRIAL NORTH	602-20200	33.56
11/11	11/08/2011	141709	230005	WESCO DISTRIBUTION INC	604-20200	3,135.57
11/11	11/08/2011	141710	240001	XEROX CORPORATION	603-20200	646.68

Totals:

202,808.71

Payroll-PP Ending 10/28/2011

94,395.85

TOTAL EXPENDITURES

\$297,204.56

Craig J. Wainio

From: jeremy jesch [jjjesch@hotmail.com]
Sent: Monday, November 14, 2011 2:36 PM
To: Craig J. Wainio
Subject: Merritt days

Craig

The Merritt Days Committee is requesting placement on the agenda for the November 21 city council meeting to formally request funding for the 2012 Merritt Days.

Sent from my iPhone

COUNCIL LETTER 112111-IVA

MAYOR GARY SKALKO

LABOR/MANAGEMENT MEETING

DATE: November 17, 2011

FROM: Mayor Gary Skalko

Craig J. Wainio
City Administrator

The Mayor Skalko requested this item be placed on the Agenda with the following background information:

The Fourth Labor/Management meeting of the year will be on Thursday, December 15th, 2011 at 2:00 p.m.

COUNCIL LETTER 112111-IVC1

ELECTRIC DEPARTMENT

UNDERGROUND WIRE

DATE: November 17, 2011

FROM: Mike Downs
Acting Director of Public Works

Craig J. Wainio
City Administrator

Currently the Electrical Department is in short supply of primary underground cable. Three Quotes were solicited for three spools of wire and are provided in you packet for your review. Staff recommends that the City Council authorize the purchase of three spools of primary underground cable from WESCO at \$2.316 per foot for a total of \$19,107. The purchase will be funded through the Electrical Enterprise Fund.



WESCO
DISTRIBUTION®

5151 INDUSTRIAL BLVD
INC
FRIDLEY MN 55421

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: ~~OFF~~ OF MOUNTAIN IRON
~~8866~~ SLATE STREET
XXX
XXX
MOUNTAIN IRONMN 55768
XXX

Date: 11/15/11
Branch: 7859
Project Number: MIKE
Project Name
Quoted To:
Date of Your Inquiry: 08/10/11
When ordering please refer to Quotation Number: 341802

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	8250	WIRE 15KV EPR 1/0 SOL 220 16 2750 1/0 SOLID ALUM, 15KV, 220MIL EPR, 16 X #14, JACKETED CABLE WITH 3 RED STRIPES REEL LENGTHS 2750' +, - 10% . STOCK, SUBJECT TO PRIOR SALE NET 30 DAYS FREIGHT ALLOWED WESCO TERMS AND CONDITIONS APPLY	2316.000	M	19107.00	0.00	
			<i>\$ 2.316 per foot</i>				
TOTAL:					19107.000		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

**BORDER STATES**

Supply Chain Solutions™

Border States Electric Supply
Harris Electric Supply**Quote**

Page: 1 of 1

BSE Quote: 22513845
Sold-to Acct #: 5047
Valid From: 11/15/2011 To: 11/22/2011
PO No: Mike
PO Date: 11/15/2011Created By: Christopher Akers
Tel No: 701-239-2386
Fax No: 701-232-7673order States Electric - MPL
100 Wyoming Ave N, Suite 550
Brooklyn Park MN 55445-1862
Phone: 763-425-5500Mountain Iron Lgt & Water Dept
8586 Enterprise Dr South
Mountain Iron MN 55768-8260Inco Terms:
PPA FREIGHT PRE-PAID & ALLOWEDPayment Terms:
Net 25th prox

Taxes, if applicable, are not included.

Customer Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000010	2243903 BICC - 1/0 SOLID 220 EPR 16#14 JKT 2500FT	7,500 FT	2.49 / 1	FT	18,675.00
Total Value						18,675.00

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

\$ 2.49 per foot

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

Michael Downs

From: Grabe, Brad [BGrabe@resco1.com]
Sent: Tuesday, November 15, 2011 9:00 AM
To: Michael Downs
Cc: Tuomisto, Peter C.
Subject: 1/0 EPR

Mike
We have this in stock on 2750' reels
This has a full neutral (16/14)
Your cost is \$3.00' freight allowed
Thanks Brad

Brad Grabe

Rural Electric Supply Coop.

4100 30th Ave. South

P O Box 160

Moorhead, MN 56561-0160

Phone: 218.233.1596

Fax: 218.233.0695

Email: bgrabe@resco1.com

11/16/2011

Dear Council members

The Mountain Iron Fire Department along with a member of the Personnel Committee and Fire and safety committee held interviews for firefighter positions. Our interview team would like the council to consider hiring the following for firefighter positions:

Shaun Danley

Danny Zupancich

Thomas Claviter

These positions will be pending a background check and passing of physician physical. The positions will have a one year probationary period.

Thank you for your consideration

Joe Buria – Fire Chief – Mountain Iron Fire/EMS



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 9, 2011

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

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

Dear Mr. Wainio;

Enclosed please find Change Order No. 4-Final. This Change Order is necessary to compensate the contractor for the actual amount of materials & labor used for this project. Approve this change order first.

Enclosed please find Pay Request No. 5 - Final for the Gravel Access Road Improvements project in the amount of **\$10,431.80**, for approval at your next scheduled City Council meeting. This amount includes withholding retainage on work completed to date. Please refer to the enclosed pay request breakdown for a summary of items completed. Also, enclosed is the IC-134 forms for this project, please keep these for your records.

Please sign all three copies of the Change Order. Keep one copy for your records and return the rest to our office.

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

Sincerely,
Benchmark Engineering, Inc.


Alan J. Johnson, P.E.

Enclosure

Pc: Mr. Matt Jamnick, Mesabi Bituminous Inc.

CHANGE ORDER

Order No. 4- Final

Date: November 8, 2011

NAME OF PROJECT/PROJECT NO: Gravel Access Road Improvements / MI10-07

OWNER: City of Mountain Iron

CONTRACTOR: Mesabi Bituminous, Inc.
P.O. Box 728, Gilbert, MN 55741

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:


This change order is to compensate the contractor for the actual amount of materials used. This Final Change Order is necessary to adjust the Contract amount to the actual contract amount.

The following changes are hereby made to the CONTRACT DOCUMENTS:

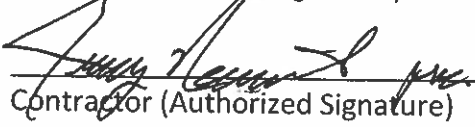
The contract amount is increased by **\$2,221.00**

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$ <u>112,304.50</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ <u>137,615.75</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>increased</u> by:	\$ <u>2,221.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>139,836.75</u>

Recommended by:  11-8-11
Engineer (Authorized Signature) Date:

Approved by: _____
Owner (Authorized Signature) Date:

Accepted by:  11-16-11
Contractor (Authorized Signature) Date:

RECOMMENDATION OF PAYMENT

No. 5

Owner's Project No.: _____

Engineer's Project No.: MI10-07

Project: GRAVEL ACCESS ROAD IMPROVEMENTS

CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

For Period Ending: November 1, 2011

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 8, 2011

By _____



STATEMENT OF WORK

Original Contract Price	\$ <u>112,304.50</u>	Work & Materials to Date	\$ <u>139,836.75</u>
Net Change Orders	\$ <u>27,535.25</u>	Amount Retained	\$ <u>0.00</u>
Current Contract Price	\$ <u>139,836.75</u>	Subtotal	\$ <u>139,836.75</u>
		Previous Payments	\$ <u>129,404.95</u>
		Amount Due this Payment	\$ <u>10,431.80</u>



November 8, 2011

PAY REQUEST #5 - Final
 GRAVEL ROADWAY IMPROVEMENTS - DOWNTOWN MT. IRON ADJACENT TO RAILROAD SIDING
 PROJECT NO.: MI10-07

PROJECT COSTS

SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL QUANTITY	TOTAL AMOUNT
2021.601	RR INSURANCE	LUMP SUM	1.0	\$8,250.00	1.0	\$8,250.00
2104.501	REMOVE CONC. CURB & GUTTER	LIN. FT.	24.0	\$10.00	40.0	\$400.00
2104.503	REMOVE CONCRETE SIDEWALK	SQ. FT.	103.0	\$1.50	220.0	\$330.00
2104.521	SALVAGE FENCE	LIN. FT.	20.0	\$20.00	43.0	\$860.00
2104.601	SUBGRADE PREPARATION	LUMP SUM	1.0	\$1,500.00	1.0	\$1,500.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	1,600.0	\$8.50	2,411.0	\$20,493.50
2105.603	CONSTRUCT DRAINAGE DITCH	LIN. FT.	1,000.0	\$8.00	440.0	\$3,520.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	4,800.0	\$1.25	6,489.0	\$8,111.25
2211.502	AGGREGATE BASE (LV) CLASS V	CU. YD.	5,075.0	\$11.00	7,010.0	\$77,110.00
2506.522	ADJUST FRAME & RING CASTING	EACH	3.0	\$200.00	5.0	\$1,000.00
2531.501	CONCRETE CURB AND GUTTER, DES. B618	LIN. FT.	24.0	\$30.00	40.0	\$1,200.00
2531.507	7" CONCRETE DRIVEWAY PAVEMENT (REINFORCED)	SQ. YD.	12.0	\$80.00	24.4	\$1,952.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$750.00	1.0	\$750.00
2563.61	FLAG PERSON	HOUR	120.0	\$100.00	0.0	\$0.00
2573.502	SILT FENCE PREASSEMBLED	LIN. FT.	210.0	\$4.50	0.0	\$0.00
2573.512	TEMPORARY DITCH CHECK TYPE 2	LIN. FT.	80.0	\$4.50	0.0	\$0.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2.0	\$500.00	0.0	\$0.00
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$1,000.00	1.0	\$1,000.00
	CO #1 - FENCING	LUMP SUM	1.0	\$5,360.00	1.0	\$5,360.00
	CO #3 -CN GRADING (EXTRA WORK)	LUMP SUM	1.0	\$8,000.00	1.000	\$8,000.00

COMPLETED TO DATE: \$139,836.75
 LESS RETAINAGE: \$0.00
 SUBTOTAL PAY REQUEST #5: \$139,836.75
 LESS PREVIOUS PAYMENTS: \$129,404.95

TOTAL PAY REQUEST #5: **\$10,431.80**

Benchmark Engineering, Inc.

COUNCIL LETTER 112111-IVC1

BUILDINGS AND GROUNDS

GARAGE HEATERS

DATE: November 17, 2011

FROM: Building and Grounds Committee

Mike Downs
Acting Director of Public Works

Craig J. Wainio
City Administrator

Staff received quotes for the installation of heaters for the new garage addition which are enclosed in you packet. Upon review it is recommended that the City Council authorize the installation of heaters in the addition in accordance with Option Number 2 from Plumbing and Heating Direct.

PLUMBING & HEATING DIRECT, LLC
8461 Enterprise Drive N.
Virginia, MN 55792
218-741-7472

November 1, 2011

City of Mountain Iron
8586 Enterprise Drive S.
Mountain Iron, MN 55768

Bid to install two Modine separated combustion (two-pipe), natural gas unit heaters. Installation includes labor, materials, and equipment to complete:

Hanging unit heaters from ceiling using uni-strut and threaded rod.

One heater will be mounted on each end of the building on the gable wall

Venting unit heaters to the outside of gable ends of building

Installing new black iron gas line to each unit heater.

All electrical, high and low voltage, to be done by others according to Mike Downs.

Option #1: 2 - Modine PTS150, 150,000 btu separated combustion model w/propeller \$8864.00

Option #2: 2 - Modine PTS175, 175,000 btu separated combustion model w/propeller \$8966.00 *DeW*

Option #3: 2 - Modine BTS150, 150,000 btu separated combustion model w/blower \$10,862.00

Option #4: 2 - Modine BTS175, 175,000 btu separated combustion model w/blower \$10,996.00

The building is approx. 4170 sq. feet. At 45 btus per square foot you will need 187,650 btu output. Example: Two 175,000 btu heaters = 350,000 btu input. At 80% efficiency the output would be 280,000 btu. I sized the unit heaters larger than the building requires because we don't know how often and how long the doors will be open.

North Country Heating, Cooling &
 Refrigeration Inc.
 118 N 15th Ave
 Virginia, MN 55792

Estimate

Date	Estimate #
9/23/2011	99526

Name / Address
City of Mt. Iron 8586 Enterprise Dr South Mt. Iron , Mn. 55768 ATTN: Mike Downs

			Project
Description	Qty	Cost	Total
Installation of 2 Modine 300,000 BTU'S each Unit heaters in new city garage addition Modine MPTS300AS0111 sealed combustion natural gas Gas Piping 1" 2# pressure needed Maxitrol Regulators Thermostats Venting sidewall Hangers Man Lift		10,700.00	10,700.00
It's been a pleasure working with you!		Total	\$10,700.00

**COUNCIL LETTER 112111-VIA
ADMINISTRATION
RESOLUTION NUMBER 24-11**

DATE: November 17, 2011
FROM: Craig J. Wainio
City Administrator

Resolution Number 24-11 authorizes the application for grant funding from the Community Development Block Grant program through St. Louis County. The grant application will be for improvements to Locomotive Park.

It is recommended that the City Council adopt Resolution Number 24-11 Authorizing Submission of CDBG Application.



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 24-11

APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, St. Louis County is preparing a Consolidated Plan/Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

WHEREAS, St. Louis County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of Mountain Iron has conducted a public hearing on November 21, 2011 in regard to the Locomotive Park Project and the City of Mountain Iron's CDBG application for the project, and

WHEREAS, it is found that the project meets the benefiting low and moderate income persons federal objective of the CDBG program and is prioritized by the community as a high priority need.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the Mountain Iron CDBG application related to the Locomotive Park Project is hereby authorized to be submitted to St. Louis County for inclusion in St. Louis County's Consolidated Plan/Action Plan to the U.S. Department of Housing and Urban Development, and that the City Administrator is hereby authorized to execute all documents, agreements, or contracts which result from this application to St. Louis County.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF NOVEMBER, 2011.

ATTEST:

Mayor Gary Skalko

City Administrator

COUNCIL LETTER 112111-VIB

ADMINISTRATION

RESOLUTION NUMBER 25-11

DATE: November 17, 2011

FROM: Craig J. Wainio
City Administrator

Resolution Number 25-11 authorizes the application for grant funding from the Community Development Block Grant program through St. Louis County. The grant application will be for improvements to the Water Distribution System.

It is recommended that the City Council adopt Resolution Number 25-11 Authorizing Submission of CDBG Application.



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 25-11

APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, St. Louis County is preparing a Consolidated Plan/Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

WHEREAS, St. Louis County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of Mountain Iron has conducted a public hearing on November 21, 2011 in regard to the Water System Improvements and the City of Mountain Iron's CDBG application for the project, and

WHEREAS, it is found that the project meets the benefiting low and moderate income persons federal objective of the CDBG program and is prioritized by the community as a high priority need.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that the Mountain Iron CDBG application related to the Water System Improvements is hereby authorized to be submitted to St. Louis County for inclusion in St. Louis County's Consolidated Plan/Action Plan to the U.S. Department of Housing and Urban Development, and that the City Administrator is hereby authorized to execute all documents, agreements, or contracts which result from this application to St. Louis County.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF NOVEMBER, 2011.

ATTEST:

Mayor Gary Skalko

City Administrator

COUNCIL LETTER 112111-VIC

ADMINISTRATION

RESOLUTION NUMBER 26-11

DATE: November 17, 2011

FROM: Craig J. Wainio
City Administrator

Resolution Number 26-11 authorizes the execution of the Joint Powers Agreement with the State of Minnesota Bureau of Criminal Apprehension. This agreement supersedes and acts as a replacement for previous agreement with the BCA. The current service we have with the BCA is for criminal history checks which was implemented in 2009.

It is recommended that the City Council adopt Resolution Number 26-11 Authorizing the execution of the Joint Powers Agreement.



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 26-11

APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MOUNTAIN IRON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mountain Iron on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Saint Louis County Sheriff, Ross Litman, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, the Mountain Iron City Administrator is appointed as the Authorized Representative's designee.
3. That the City Attorney, Sam Aluni, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, the Mountain Iron City Administrator is appointed as the Authorized Representative's designee.
4. That Gary Skalko, the Mayor for the City of Mountain Iron, and Craig J. Wainio, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF NOVEMBER, 2011.

ATTEST:

Mayor Gary Skalko

City Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mountain Iron on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 **Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 **Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Craig Wainio, City Clerk, 8586 Enterprise Drive Street, Mountain Iron, MN 55768, (218) 748-7570, or his/her successor.

5 **Assignment, Amendments, Waiver, and Contract Complete**

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 **Audits**

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____



Club Mesabi, Inc.
PO Box 139
Virginia, MN 55792

November 8, 2011

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

Dear Craig,

We would like to request the use of the Locomotive Park as a rest stop for the 8th annual Great River Energy Mesabi Trail Tour. Thank you for letting us use the park in past years, it's a perfect location for our cyclists to stop and take a break.

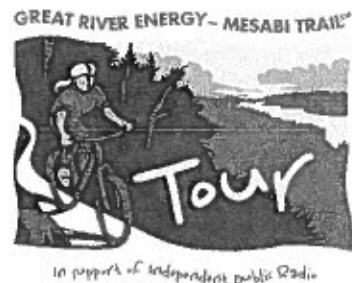
The tour will be held on Saturday, August 4, 2012; bikers can start their tour in Marble, Hibbing or Buhl, with their ultimate destination being Olcott Park in Virginia for a big celebration. Locomotive Park will be our final rest stop, and approximately 750-800 riders will be passing through. We would like to request access to the picnic shelter and power. We will bring in our own portable toilets and volunteers will be staffing the area at all times (lead most likely by Barb Fivecoat).

I will be in contact with you a few months before the tour with all the final logistics. Thanks for the wonderful cooperation in the past years, we look forward to working with you again in 2012 and bringing the tour back to Mountain Iron.

Yours truly,

A handwritten signature in black ink that reads "Ardy Murmi-Wilberg".

Ardy Murmi-Wilberg
Tour Director
218-749-4331 (home office)
ArdyNW@msn.com



COUNCIL LETTER 112111-IX

ADMINISTRATION

CLOSED MEETING

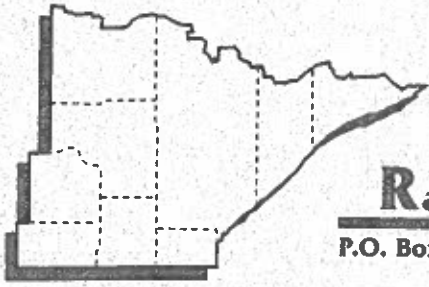
DATE: November 17, 2011

FROM: Craig J. Wainio
City Administrator

The City Council may enter into a closed meeting under Minn. Stat. §§ 13D.05, subd. 2(b); 13.43, subd. 2(4) for preliminary consideration of allegations or charges against an individual subject to the public body's authority.

COMMUNICATIONS

1. Ron Dicklich, Executive Director of RAMS, a letter concerning the upcoming Legislative Session.
2. Quad City Food Shelf, a thank you note for the food donation from the Halloween Carnival.
3. St. Michael's Health & Rehabilitation Center, a thank you note for the handicap route to the dock at the West II Rivers Campground.



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

Greetings RAMS Members:

The Holiday season is fast approaching and for RAMS that means anticipating another Legislative Session. Of course our participation takes place because of you. Without your participation we would not be able to interact with our State Legislators and State policy makers. The past years have been tough and everyone is doing more with less.

On a positive note however we do have some big Economic Development projects like Essar and Poly Met and a number of other Non-Ferrous mining projects moving forward. We are also seeing the rise of Alternative Energy Projects like Silicon Energy and the Silver Bay Energy Park Project that recently broke ground on the first development in the park. Along with that Laurentian Energy has become a very successful project for the Hibbing and Virginia Public Utilities.

Our role in all of these projects is to play a supportive and promotional part. Recently the Applied learning institute celebrated its 5th anniversary. This is an educational program that RAMS played a role in with our Community Colleges and Independent School Districts. We were successful in securing \$1million per year providing Vocational and Technical education in our High Schools. Today close to 1500 students are participating in programs they did not have access to 5 years ago. On in addition this next spring the Iron Range Engineering program will graduate its first students. This is another project we have worked on to improve the Quality of Educational opportunities in our area.

We have significant challenges in St. Paul this year again. Because of the legislative leadership it will be difficult. Fortunately this year we were able to work with IRRRB Commissioner Tony Sertich to form advisory committees for Education and City and Township Programs. In education a charge was given and a commitment made to work on educational programs that will allow all students equal access to educational quality. This will take a lot of work and money but through technology and creativity it can be achieved. We will be working diligently on this with the Commissioner. We also will be working with the Commissioner on restructuring programs for our cities and Townships to deal with the cuts to local government. This next year will see an increasing demand as LGA and other programs are debated. Even if the cuts cease things will not improve quickly. We will be working with IRRRB to minimize loss of services and Property tax increases.

We do have a lot of things on our plate but thanks to you we will be able to continue working for progress. I know budgets are tight. RAMS has not had an increase in dues since 2000. Dues for 2012 will remain the same so that we can continue to work as one team to promote the positive things going on and address the problems in cooperation with local agencies. Thank you once again for your past support and for helping us participate in 2012.

Ron Dicklich Executive Director of RAMS



Thank you very much for your contribution
of 219 # of food to the Food Shelf Project.
Your support is appreciated.

Sincerely,

Many Thanks!

Quad City Food Shelf
Quad City Food Shelf
P.O. Box 1015
Gilbert, MN 55741



ST. MICHAEL'S
HEALTH & REHABILITATION CENTER
Benedictine Health System

Mayor Skalko & Councilors:

On behalf of the Residents at St. Michael's Health & Rehab Center, we want to thank you for a job well done on the Handicap route to the dock. This will be put to good use by our residents, along with residents from other facilities, during the Spring & Summer months.

With special thanks to everyone who put forth the effort to make our residents enjoy the outdoors & fishing at the West Two Rivers.

Much Appreciated.

Patty Albrecht, Pres.
Resident Council