

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, DECEMBER 3, 2007 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Consent Agenda
 - A. Minutes of the November 19, 2007, Regular Meeting (#1-26)
 - B. Communications
 - C. Receipts
 - D. Bills and Payroll
- III. Public Forum
- IV. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Labor Management Meeting (#27)
 - 2. 2008 Appointment Openings (#28)
 - B. City Administrator's Report
 - 1. License Applications (#29)
 - 2. Mesabi Humane Society Contract (#30-33)
 - C. Director of Public Works Report
 - D. Sheriff's Department Report
 - E. City Engineer's Report
 - 1. Pay Request Number 1 (#34-36)
 - 2. Pay Request Number 4 (#37-39)
 - F. Liaison Reports
- V. Unfinished Business
 - A. Phone Book Addresses (#40)
- VI. New Business
 - A. 2008 Budget Adoption (#41-54)
 - B. Resolution 51-07 Adopting Final Levy (#55)
 - C. Resolution 52-07 Adopting Market Rate Levy (#56)
 - D. Resolution 53-07 Adopting EDA Levy (#57)
 - E. Resolution 54-07 Adopting HRA Levy (#58)
 - F. Building Policy Modifications (#59-60)
 - G. Long Range Improvement Task Force (#61)
 - H. Communications (#62-78)
 - 1. Northwoods Landscape and Recreation(#63-67)
 - 2. MPCA Article (#68-69)
- VII. Open Discussion on City Business
- VIII. Announcements
- IX. Closed Meeting – Administrative Negotiations (#79)
- X. Adjourn

Denotes page number in packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
NOVEMBER 19, 2007

Mayor Skalko called the City Council meeting to order at 6:31 p.m. with the following members present: Joe Prebeg, Jr., Tony Zupancich, Alan Stanaway, Ed Roskoski, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Forseen, Municipal Services Secretary; Don Kleinschmidt, Director of Public Works; Rod Flannigan, City Engineer; Sam Aluni, City Attorney; and John Backman, Sergeant.

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:

- V. A. Friends of the Library
- B. Friends of Mountain Iron

Move the following item on the agenda:

- VI. C. Temporary Liquor License to III. A.

Delete the following item from the agenda:

- VI. D. Additional IRR Grants

2. Approve the minutes of the November 5, 2007, 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 November 1-15, 2007, totaling \$192,031.10, (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period November 1-15, 2007, totaling \$291,783.84, (a list is attached and made a part of these minutes).

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

It was moved by Skalko and seconded by Prebeg to approve the consent agenda, as previously presented, excluding the Colosimo, Patchin, Kearney and Brunfelt bill in the amount of \$73.00. The motion carried unanimously on a roll call vote.

It was moved by Skalko and seconded by Zupancich to reduce the rental rate by one-half of for the fee due from Range Mental Health for December 10-13, 2007, to hold a Christmas Party for underprivileged families. The motion carried unanimously.

It was moved by Prebeg and seconded by Zupancich to authorize the Northgate Café and Catering/Magic Bar to serve alcohol at the Mountain Iron Community Center for Wednesday, December 5, 2007. The motion carried unanimously.

The Mayor updated the Council on the following:

- Thank you. The Mayor expressed his thanks to the City Staff for putting up the Christmas decorations in Mountain Iron.
- Mesaba Curling Club. The Mayor said that the Curling Club was recruiting for new members for curling. He said that on November 24, 2007, there was a free open house for people to try the sport of curling.

It was moved by Skalko and seconded by Prebeg to donate \$100, for the specific purpose of purchasing prizes, for the Senior Citizen's New Year's party. The motion carried unanimously on a roll call vote.

It was moved by Skalko and seconded by Roskoski to direct City Staff to contact Qwest or DEX to get the proper Mountain Iron area addresses listed for the phone book published in 2008. The motion carried unanimously.

It was moved by Stanaway and seconded by Zupancich to direct City Staff to check with the Postal Service to gain the identity of Mountain Iron for the areas that are addressed with other area addresses. The motion carried.

It was moved by Prebeg and seconded by Stanaway to reschedule the Committee-of-the-Whole meeting for Tuesday, November 27, 2007 at 6:30 p.m. to discuss the 2008 budget. The motion carried.

At 6:57 p.m., Councilor Roskoski left the meeting.

It was moved by Zupancich and seconded by Prebeg to approve the 2007 Audit Proposal from Walker, Giroux, and Hahne, as presented, in the amount of \$25,800 for both the General Fund and Enterprise Funds. The motion carried with Councilor Roskoski absent.

The City Administrator reported on the following:

- 1) South Grove & Downtown Pavilions. He said that he spoke with the company building the pavilions for the City. He said that they would save the City \$1,800 by building and shipping them at the same time.
- 2) Mountain Iron Billboard. He informed the Council that he is getting phone calls regarding the billboard on Highway 53 regarding retail space and hotel/motel development. He said that this is through the developers from Park Ridge Development and they have not informed the City as to what is being developed.

At 6:59 p.m., Councilor Roskoski returned to the meeting.

It was moved by Stanaway and seconded by Roskoski to authorize the agreement with Saint Louis County for residential and commercial recyclable materials for the period 2008 through 2012, (a copy is attached and made a part of these minutes). The motion carried.

The Council reviewed the Alley Pavement Feasibility Report. The Mayor asked if the Street and Alley Committee would be meeting before Christmas to review the report.

The following items were discussed during the Liaison Reports:

- Economic Development Authority. Councilor Zupancich advised the Council that the EDA has approved the Housing Development Project south of South Grove. Councilor Roskoski asked what the arrangement with the Developer was. Councilor Zupancich said that there are 19 lots available and the developer would pay \$1,300 per lot as they are sold.
- Library Board. Councilor Stanaway informed the Council that last week the Mountain Iron Library had an unexpected visitor. He said that the Minnesota State Librarian visited our local library. The State Librarian said that she was very impressed with the newly renovated Library and she would be writing an article on the building. Councilor Stanaway also informed the Council that Rhonda McConnell's term on the Library would be expiring on December 31, 2007, and she was not interested in being re-appointed to the Library Board.
- Park and Recreation Board. Councilor Roskoski asked what the reference in the minutes regarding the Wolf Park and the skating rinks was about. Councilor Prebeg said that the Board is considering relocating the archery range to Wolf Park due to the proposed housing development. Councilor Prebeg said that they were reviewing the amount of manpower needed to run the rinks with regard to the usage of the various rinks.
- Utility Advisory Board. Councilor Roskoski said that the UAB is looking at possibly extending the summer sewer rates to include May and September. Councilor Prebeg said that the summer sewer rate issue has been brought up several times, but the UAB was not doing anything with the rates at this time. The Mayor advised Councilor Roskoski to address the UAB with his issues with regard to rates.

It was moved by Stanaway and seconded by Skalko to direct City Staff to work with the City Attorney and City Auditor to prepare the necessary paperwork to form the "Friends of the Library" group to develop a 501 C 3. The motion carried.

It was moved by Roskoski and seconded by Zupancich to direct City Staff to look into what needs to be completed to form the "Friends of Mountain Iron" group when they are researching the "Friends of the Library Group". The motion carried.

It was moved by Zupancich and seconded by Stanaway to adopt the Injury Management Program Policy Number 2007-04, (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Stanaway and seconded by Zupancich to approve the Library elevator service contract with Schindler Plus, (a copy is attached and made a part of these minutes). The motion carried unanimously.

At 7:38 p.m., it was moved by Skalko and seconded by Stanaway to recess the regular meeting and open the closed session to discuss management negotiations. The motion carried.

The Council recessed until 7:45 p.m.

At 7:45 p.m., it was moved by Zupancich and seconded by Roskoski to go into closed session to discuss management negotiations. The motion carried.

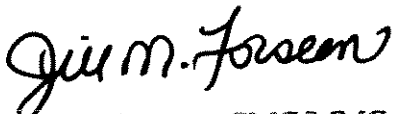
All Council members were present during the closed session along with Louis Russo, Consultant for the Council, and Sam Aluni, City Attorney.

The Council discussed the status of the management negotiations in the closed session.

At 8:40 p.m., it was moved by Zupancich and seconded by Stanaway that the closed session be adjourned and the regular meeting be reconvened. The motion carried.

At 8:41 p.m., it was moved by Prebeg and seconded by Skalko that the regular meeting be adjourned. The motion carried.

Submitted by:



Jill M. Forseen, CMC/MMCA
Municipal Services Secretary

www.mtniron.com

COMMUNICATIONS

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

Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	75,434.07
BUILDING RENTALS	SENIOR CENTER	75.00
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,150.00
BUILDING RENTALS	COMMUNITY CENTER	1,550.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	88.58
BUILDING RENTALS	NICHOLS HALL	125.00
METER DEPOSITS	ELECTRIC	1,500.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	760.41
SPECIAL ASSESSMENTS	INTEREST-SP.ASSESS.-BONDS ISSU	50.66
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	96,954.05
CD INTEREST	CD INTEREST 101	1,562.50
CD INTEREST	CD INTEREST 378	1,314.11
CD INTEREST	CD INTEREST 602	322.75
CD INTEREST	CD INTEREST 603	391.92
CD INTEREST	CD INTEREST 604	23.13
CD INTEREST	CD INTEREST 301	736.30
MISCELLANEOUS	CABLE TV FRANCHISE FEE	8,033.73
MISCELLANEOUS	COCA-COLA RECEIPTS-CITY HALL	89.10
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
PERMITS	BUILDING	38.81
MISCELLANEOUS	ELECTRICAL INSPEC FORMS	1.00
MISCELLANEOUS	SEPTIC APPLICATIONS	300.00
SALE OF PROPERTY	SALE OF PROPERTY	2,900.00
PERMITS	VARIANCE	150.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	460.00
COPIES	COPIES	10.00
Summary Totals:		<u>192,031.10</u>

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Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/07	11/15/2007	135708	130011	MOUNTAIN IRON POSTMASTER	603-20200	330.18
11/07	11/21/2007	135709	10008	AIRGAS NORTH CENTRAL	101-20200	142.24
11/07	11/21/2007	135710	130017	AMERICAN BANK	101-20200	785.51
11/07	11/21/2007	135711	1128	ANDREW ROGERS	604-20200	100.42
11/07	11/21/2007	135712	1116	ARC RANGE CHAPTER	101-20200	100.00
11/07	11/21/2007	135713	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	1,293.75
11/07	11/21/2007	135714	1115	BARB ACKERSON	101-20200	100.00
11/07	11/21/2007	135715	20048	BARNES DISTRIBUTION	604-20200	155.52
11/07	11/21/2007	135716	4016	BECKA AHRENS	101-20200	100.00
11/07	11/21/2007	135717	20022	BENCHMARK ENGINEERING INC	101-20200	31,252.75
11/07	11/21/2007	135718	30035	C & B WAREHOUSE DISTR INC	101-20200	59.30
11/07	11/21/2007	135719	1113	CAROLINE KUJALA	101-20200	100.00
11/07	11/21/2007	135720	30081	CELLULARONE	602-20200	605.47
11/07	11/21/2007	135721	220003	CITY OF VIRGINIA	602-20200	1,820.00
11/07	11/21/2007	135722	1111	CONNIE MURPHY	101-20200	50.00
11/07	11/21/2007	135723	30053	CONSOLIDATED TRADING COMPANY	602-20200	2,124.43
11/07	11/21/2007	135724	40040	DOYLE SVEDBERG	101-20200	93.00
11/07	11/21/2007	135725	40030	DULUTH CLINIC	101-20200	40.00
11/07	11/21/2007	135726	500012	ERA LABORATORIES INC	601-20200	682.35
11/07	11/21/2007	135727	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	100.00
11/07	11/21/2007	135728	60040	FIRETECH SERVICE	101-20200	995.16
11/07	11/21/2007	135729	60038	FLEET SERVICES	604-20200	4,382.06
11/07	11/21/2007	135730	70029	GUARDIAN PEST CONTROL INC	101-20200	85.76
11/07	11/21/2007	135731	70009	GULBRANSON EXCAVATING CO	604-20200	5,510.00
11/07	11/21/2007	135732	80003	H R DIRECT	101-20200	64.62
11/07	11/21/2007	135733	140013	HD WATERWORKS SUPPLY	601-20200	648.85
11/07	11/21/2007	135734	80001	HILLYARD/HUTCHINSON	101-20200	1,208.79
11/07	11/21/2007	135735	100019	JOLA & SOPP EXCAVATING INC	101-20200	600.00
11/07	11/21/2007	135736	1121	JOSEPH RADINOVICH	604-20200	136.25
11/07	11/21/2007	135737	1124	KYLE RHEINGANS	604-20200	321.52
11/07	11/21/2007	135738		Information Only Check	101-20200	.00 V
11/07	11/21/2007	135739	120006	L & M SUPPLY	101-20200	2,734.20
11/07	11/21/2007	135740	1114	LAIL BESTE-MICHELSON	101-20200	100.00
11/07	11/21/2007	135741	1129	LENNI TORMA	604-20200	112.25
11/07	11/21/2007	135742	120023	LOCATORS & SUPPLIES INC	101-20200	1,183.11
11/07	11/21/2007	135743	1117	LUTHERAN SOCIAL SERVICES	101-20200	100.00
11/07	11/21/2007	135744	1119	MARY PURDY	604-20200	188.41
11/07	11/21/2007	135745	1123	MATTHEW SUOMI	604-20200	300.52
11/07	11/21/2007	135746	130008	MESABI HUMANE SOCIETY	101-20200	1,000.00
11/07	11/21/2007	135747	130139	MILLERBERND MFG COMPANY	101-20200	12,094.88
11/07	11/21/2007	135748	140028	MINNESOTA ENERGY RESOURCES	101-20200	2,803.58
11/07	11/21/2007	135749	130015	MOUNTAIN IRON PUBLIC UTILITIES	603-20200	15,810.68
11/07	11/21/2007	135750	13110	MOUNTAIN IRON SENIOR CITIZENS	101-20200	100.00
11/07	11/21/2007	135751	1112	NANCI KETOLA	101-20200	50.00
11/07	11/21/2007	135752	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	38,102.77
11/07	11/21/2007	135753	40032	OFFICE OF ENTERPRISE TECHNOLOG	603-20200	406.89
11/07	11/21/2007	135754	150014	ONE CALL CONCEPTS INC	604-20200	102.95
11/07	11/21/2007	135755	170001	QWEST	101-20200	394.81
11/07	11/21/2007	135756	180004	RANGE COOPERATIVES	101-20200	15.98
11/07	11/21/2007	135757	180051	RANGE CORNICE HEATING & SHEET	101-20200	686.66
11/07	11/21/2007	135758	180012	RESCO	604-20200	1,518.26
11/07	11/21/2007	135759	1118	ROBERTA KUTSI	604-20200	127.11
11/07	11/21/2007	135760	190059	SAINT LOUIS COUNTY AUDITOR	603-20200	100.00
11/07	11/21/2007	135761	1127	SCOTT CRAIM	604-20200	99.88
11/07	11/21/2007	135762	1125	SCOTT FREDRICKSON	604-20200	98.25
11/07	11/21/2007	135763	190010	SEPPI BROTHERS	101-20200	3,032.86
11/07	11/21/2007	135764	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	35,000.00

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/07	11/21/2007	135786	8044	ST LOUIS COUNTY	604-20200	113.58
11/07	11/21/2007	135788	190013	ST LOUIS COUNTY	101-20200	53.48
11/07	11/21/2007	135787	190002	ST LOUIS COUNTY AUDITOR	603-20200	17,183.50
11/07	11/21/2007	135788	1120	TAMMIE OLSON	604-20200	284.08
11/07	11/21/2007	135789	1122	TONY WEST	604-20200	280.88
11/07	11/21/2007	135770	210010	ULLAND BROTHERS INC	101-20200	747.50
11/07	11/21/2007	135771	210001	UNITED ELECTRIC COMPANY	604-20200	1,773.58
11/07	11/21/2007	135772	220014	VIGNG INDUSTRIAL NORTH	101-20200	358.52
11/07	11/21/2007	135773	220020	VISA OR AMERICAN BANK CC PMT	301-20200	5,740.27
11/07	11/21/2007	135774	280003	ZEE SERVICE COMPANY	101-20200	235.00

Totals:

	<u>198,557.41</u>
Payroll-PP Ending 11/16/07	84,591.28
Sales Tax-Electronic Trans.	<u>10,635.15</u>
TOTAL EXPENDITURES	<u>\$291,783.84</u>

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

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

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

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

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

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

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

SECTION I. TERM

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

SECTION II. SERVICES

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

SECTION III. COUNTY-PAID PROCESSING

Conditions to Qualify for County-Paid Processing:

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

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

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

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

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

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

SECTION IV. LICENSES

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

SECTION V. FINES

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

SECTION VI. INDEPENDENT CONTRACTOR

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

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

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

SECTION VII. INSURANCE

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

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

General Liability Insurance

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

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

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

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

St. Louis County must be named additional insured.

Business Automobile Liability Insurance

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

Must cover owned, non-owned and hired vehicles.

INDEMNIFICATION CLAUSE

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

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

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

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

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

SECTION VIII. SUBCONTRACTORS AND ASSIGNMENT

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

SECTION IX. TERMINATION

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

A. Failure to Collect or Transport Recyclable Materials

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

B. Bankruptcy

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

C. Default

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

D. Other

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

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

SECTION X. DISCRIMINATION IN EMPLOYMENT - Minnesota Statutes Section 181.59

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

SECTION XI. COMPLIANCE WITH REGULATIONS

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

SECTION XII. TIME OF ESSENCE

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

SECTION XIII. NOTICES

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

SECTION XIV. WAIVER

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

SECTION XV. SERVICES NOT INCLUDED

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

SECTION XVI. ACCOUNTING PROCEDURES

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

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

SECTION XVII. AMENDMENTS

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


SECTION XIII. ENTIRE AGREEMENT

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

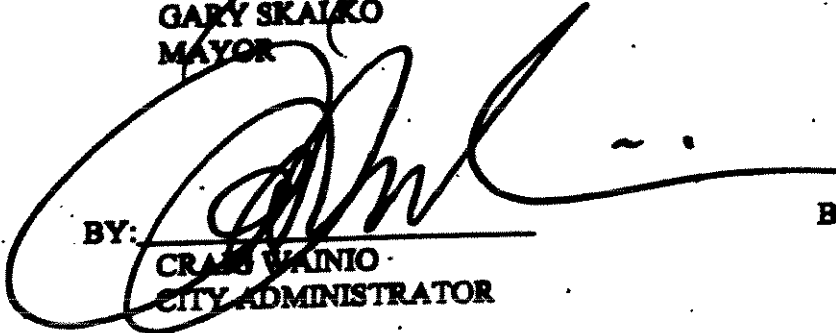
IN WITNESS THEREOF, the parties have executed the Agreement the date and year first written above.

CITY OF MT. IRON

ST. LOUIS COUNTY

BY: 
GARY SKALKO
MAYOR

BY: _____
BILL KRON, CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

BY: 
CRAG WAINIO
CITY ADMINISTRATOR

BY: _____
DONALD DICKLICH
COUNTY AUDITOR

BY: _____
TED TROOLIN, DIRECTOR
SOLID WASTE DEPARTMENT

APPROVED AS TO FORM AND
EXECUTION:

BY: _____
JANILYN K. MURTHA
ASSISTANT COUNTY ATTORNEY

2007-3980

ATTACHMENT A

1. Residential Collection of Recyclables

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

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

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

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

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

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

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

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

2. Commercial Collection of Recyclables

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

The commercial collection shall include:

Same as residential collection

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

Same as residential collection

3. **Materials Preparation**

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

Glass Bottles and Jars:

1. Remove caps and rings
2. Rinse

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

"Necked" Plastic Containers:

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

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

Tin or Steel Food Cans:

1. Rinse
2. Flatten can or pinch opened end

NO screw-on lids, scrap metal, paint cans

Aluminum Cans:

1. Empty and dry
2. Flatten

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

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

Do not include:

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

Corrugated Cardboard:

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

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

4. **Materials Delivery and Ownership**

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

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

5. **Schedule**

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

INJURY MANAGEMENT PROGRAM POLICY

Policy Number 2007-04

Adopted November 5, 2007

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

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

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

INJURY MANAGEMENT PROGRAM

Supervisor Roles & Responsibilities

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

Schindler Plus



Schindler

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

Date: April 28, 2007

Estimate Number: NHOM-72MM2E (2007.2)

To:
 Mountain Iron Library
 5742 Mountain Avenue
 Mountain Iron, MN 55708

Building Name:
 Mountain Iron Library
 5742 Mountain Iron Library
 Mountain Iron, MN 55708

Attn: Sally Peterangelo

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Installed
1	Schindler	Hydraulic Passenger 330# Dual Jack Holeless	1F/2R	2100	40	GO C2645

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 301 West First Street, Suite 211, Duluth, MN 55802, and **MOUNTAIN IRON LIBRARY**, 5742 Mountain Avenue, Mountain Iron, MN 55708 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

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

PREVENTIVE MAINTENANCE PROGRAM

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

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

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

HYDRAULIC ELEVATORS

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

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

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

CLEANING/PAINTING

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

TESTING OF SAFETY DEVICES

Equipment	Test	FREQUENCY
Hydraulic	Pressure/Relief Valve	Annually

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

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

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

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

ADDITIONAL COVERAGES

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

CALLBACK RESPONSE TIME

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

HOURS OF SERVICE

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

TERMS

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

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$165.00 per month, payable in quarterly installments of \$485.00, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. You agree to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the services provided hereunder. You may choose to make payments on a semi-annual basis, for a discount of 1% (initial here if semi-annual _____), or on an annual basis, for a 3% discount (initial here if annual _____).

PRICE ADJUSTMENT

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

The attached terms and conditions are incorporated herein by reference. Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Neal A. Holmstrom

By: Neal A. Holmstrom

For: Schindler Elevator Corporation

Title: Sales Representative

Date: April 26, 2007

Accepted:

By: _____

For: Mountain Iron Library

Title: _____

Date: _____

Approved:

By: Richard Roman

Title: District Manager

Date: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

COUNCIL LETTER 120307-IVA1

MAYOR SKALKO

LABOR MANAGEMENT MEETING

DATE: November 28, 2007

FROM: Mayor Skalko

Craig J. Wainio
City Administrator

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

Schedule our final (4th) Labor Management Meeting for 2007.

COUNCIL LETTER 120307-IVA2

MAYOR SKALKO

2008 APPOINTMENT OPENINGS

DATE: November 28, 2007

FROM: Mayor Gary Skalko

Craig J. Wainio
City Administrator

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

Mayor will provide a list of openings at the meeting.

EXCERPT OF CITY COUNCIL MEETING OF DECEMBER 3, 2007

It was moved by Councilor _____ and supported by Councilor _____ that the liquor and cigarette license applications for the period January 1, 2008 through December 31, 2008, 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 Non-Intoxicating Liquor

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 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
Virginia (Mountain Iron), MN 55792

Cigarette

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

Cigarette

Jay Ryan Moehlenbrock
Jay Ryan Enterprise, Inc.
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



RANGE ANIMAL CENTER
2305 Southern Drive • Virginia, Minnesota 55792
218-741-7425 • Fax: 218-748-6699

November 14th 2007

City Administrator
City of Mt. Iron
8586 Enterprise Dr. S.
Mt. Iron MN. 55768

To whom it may concern:

On behalf of the Mesabi Humane Society, I would like to thank you for choosing us for your Animal Control needs and services for the year 2007. I hope that you have found our services to be efficient and professional as we strive to do our best.

As we wind down the 2007 season, and prepare for 2008, I see no need to increase the cost of our services for your community for the 2008 service year.

Please note that there has been a few minor changes made to the contract, nothing that changes the coverage you receive or the quality of services. In reviewing your contract you will actually find that we have increased the quality of our service and are now offering emergency Animal Control services on a 24 hours basis. The after hours service is to be used for domestic animals only, and not for stray or free-roaming. This service will provide for dangerous or injured animal care on an emergency basis. Please note that we will not respond to call for stray or free roaming animals outside of the hours 9am to 6pm Monday through Friday, this has also been the protocol in years past.

Please make sure your Fire Department has our number to call in case the need arises for Animal Control or related services in the event an animal is involved in a fire. We can assist in capturing, containment, and if need be housing in these situations.

I again thank you for your continued support, and please feel free to call me with any questions or concerns regarding this letter or enclosed contract.

Best regards,

Karl Rother
Executive Director
Mesabi Humane Society

CONTRACT FOR SERVICE

This contract, made and entered into this _____ day of _____, 2008 by and between the Mesabi Humane Society, Range Animal Shelter, 2305 Southern Drive, Virginia, MN 55792, referred to as the Mesabi Humane Society, and the City of Mountain Iron hereinafter referred to as the Municipality.

I. RECITALS

WHEREAS, this contract will use the term "animals" to mean domesticated dogs and cats. All other animals are not covered or considered within this document, nor handled by the Mesabi Humane Society.

WHEREAS, the Municipality is in need of shelter and care of animals found within the city limits and in need of an animal control program and service.

WHEREAS, the Mesabi Humane Society has a facility and is qualified and licensed to provide such care, shelter and animal control services.

WHEREAS, the Municipality wishes to purchase these services from the Mesabi Humane Society, in accordance with this contract.

WHEREAS, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

II. TERMS

The term of this contract shall be from January 1, 2008 through December 31, 2008 to be reviewed for revisions by both parties on yearly intervals in order for this animal control service and program to best serve both the Municipality and the Mesabi Humane Society.

III. BASIC SERVICES

The Mesabi Humane Society agrees to provide the following services:

1. Shelter and care for animals detained or taken possession of in the city limits of the Municipality. These will be animals captured and contained by the Humane Society Animal Control Officer (A.C.O.)
2. Shelter and care for stray/free roaming animals that are delivered to the shelter by the residents, Municipality officials and employees of the Municipality on a volunteer basis. If the Mesabi Humane Society reaches operating capacity as allowed by law, then we will reserve the right to refuse incoming animals until space can be made. We will not refuse an injured animal, nor will we refuse to capture and contain a dangerous animal if the appropriate requests and notifications are made.
3. Pick up and transport animals from the Municipality to the shelter during business hours, upon request of the appropriate Municipality officials and citizens within the Municipality's residential limits.
4. The Animal Control Officer (A.C.O.) will patrol the Municipality in the Animal Control Officer's identified vehicle at random times during the week to check for, and pick up free-roaming animals within the city limits of the Municipality. The Animal Control Officer will work with the Municipality's Police Department, and Municipality officials to help uphold all Municipality ordinances governing animals within their limits.
5. Animal examinations and veterinary care at a licensed facility, whenever staff deems it necessary.
6. The Mesabi Humane Society will board animals up to seven (7) working days in our holding facility. This gives us legal custody of any animals, and the right to make decisions regarding animals in our possession.

7. Euthanasia and disposal if required. This decision is to be based on health and behavioral issues only, not the need for more space for new incoming, or free roaming animals, as outlined in the Mesabi Humane Society policy handbook.
8. All animals leaving the Mesabi Humane Society will be spayed, or neutered before adoption, except in the case when over-crowded becomes a concern, or the age, size or temperament prohibits. If this situation arises a deposit will be charged to the adoptee to ensure this procedure is followed within certain time constraints.
9. Keep accurate records of all transactions concerning animals from the Municipality and/or residents.
10. Respond to all animal concerns and situations that arise in the Municipality in a timely manner, during normal business hours. If there is an emergency after hours of operation (9 am – 6 pm M-F, 9 am – 4 pm Sat – Sun) the Director and/or Animal Control Officer will be contacted via telephone, and will address the issue based on urgency and risk to public safety. The Director or Animal Control Officer will have the right to refuse service after normal business hours if the case is deemed to be non-emergency, or there is no risk to the public safety.

IV. RESPONSIBILITIES OF THE MUNICIPALTY

1. It is up to the Municipality to help the Mesabi Humane Society uphold quarantine (confine & observe) guidelines. The Mesabi Humane Society reserves the right to make decisions regarding bites & human exposure.
2. The Municipality shall call the Mesabi Humane Society for pick-up of animal (s) during normal business hours, or make attempts to contact the M.H.S. regarding the animals and/or concern if after business hours.

**** If agreed upon, ONLY after contacting the Mesabi Humane Society Director or Animal Control Officer, Municipality appointed personnel may bring animal (s) to the shelter and place animals in the outdoor kennel after regular business hours. The animal (s) will then be admitted into the shelter the following morning, when an employee arrives. If these situations arise, the Mesabi Humane Society MUST be notified where the animal has been removed or captured from, and the situation regarding the placement of the animal in our kennel.**

3. If an emergency veterinary situation arises before or after normal Mesabi Humane Society business hours, the Municipality will pay for the emergency part of the veterinary billing, and the Mesabi Humane Society will pay any other costs related to the well-being and care of the animal. Appropriate care, and determination of care needs will be made by the veterinarian who intakes the animal after Mesabi Humane Society business hours, and they along with the Mesabi Humane Society will have the rights to make decisions regarding care.

V. COMPENSATION

The Municipality shall pay the Mesabi Humane Society the following fee: 1,000.00 per month. Payments are to be made at the beginning of each month for the ensuing period of service (i.e. January 01 payment for January services, etc.). Failure to make payments in a timely manner can be considered as a breach of this contract and result in immediate severance of service. Payments are considered late after the 15th of the month billed.

VI. COMPLIANCE WITH LAWS

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

VII. INSURANCE

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

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

VIII. EARLY TERMINATION OF CONTRACT

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

IX. MODIFICATIONS

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

X. RELEASE OF LIABILITY

The Municipality including the officials and residents agree to hold harmless the Mesabi Humane Society in the case of any injuries or deaths relating to, or regarding; the capture and containment of any stray, or free-roaming animals. The Municipality also agrees to refrain from any legal action against the Mesabi Humane Society in the case of any harm or damage caused by stray or free-roaming domesticated animals.

XI. ENTIRE AGREEMENT

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

MESABI HUMANE SOCIETY

BY: *[Signature]*

DATE: Nov 14 2007

TITLE: Executive Director

MUNICIPALITY

BY: _____

DATE: _____

TITLE: _____



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 28, 2007

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

Re: City of Mountain Iron, MN
2007 Street Improvements
Project No. MI07-6

Dear Mr. Wainio

Enclosed please find Pay Request No. 1 for the City of Mountain Iron 2007 Street Improvements project in the amount of **\$29,411.52**, for approval at your next scheduled City Council meeting. This amount includes withholding a 5% retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

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

Sincerely,
Benchmark Engineering, Inc.



Eric E. Fallstrom, P.E.

Enclosure

Pc: Mr. Dan Klun, Ulland Brothers, Inc.

RECOMMENDATION OF PAYMENT

No. 1

Owner's Project No.: _____

Engineer's Project No.: MI07-6

Project: 2007 Street Improvements

CONTRACTOR: Ulland Brothers, Inc., P.O. Box 340, Cloquet, MN 55720

For Period Ending: November 27, 2007

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 28, 2007

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>399,469.35</u>	Work & Materials to Date	\$ <u>30,959.50</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>1,547.98</u>
Current Contract Price	\$ <u>399,469.35</u>	Subtotal	\$ <u>29,411.52</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>29,411.52</u>



PAY REQUEST NO. 1
2007 STREET IMPROVEMENTS

CONTRACTOR: ULLAND BROTHERS, INC.

PROJECT NO.: M107-6
CITY OF MOUNTAIN IRON, MINNESOTA

ITEM NO.	ITEM DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	QUANTITY TO DATE	TOTAL AMOUNT
2104.501	REMOVE CONC. CURB & GUTTER	LIN. FT.	256.0	\$5.75	126.0	\$724.50
2104.503	REMOVE CONCRETE SIDEWALK	SQ. FT.	480.0	\$1.55	480.0	\$744.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	17.0	\$17.00	17.0	\$289.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	2,886.0	\$4.50	0.0	\$0.00
2104.511	SAW CONC. PAVEMENT - FULL DEPTH	LIN. FT.	170.0	\$3.25	0.0	\$0.00
2104.513	SAW BIT. PAVEMENT - FULL DEPTH	LIN. FT.	1,356.0	\$1.10	0.0	\$0.00
2105.501	COMMON EXCAVATION	CU. YD.	978.0	\$18.00	0.0	\$0.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	2,826.0	\$3.25	0.0	\$0.00
2211.503	AGG. BASE CL. 5 (CV)	CU. YD.	1,245.0	\$24.50	225.0	\$5,512.50
2211.503	AGGREGATE SHOULDERING (CV) CL. 1	CU. YD.	388.0	\$30.00	0.0	\$0.00
2232.501	MILL BITUMINOUS SURFACE	SQ. YD.	2,429.0	\$5.00	0.0	\$0.00
2350.501	TYPE LV5 WEARING COURSE MIXTURE B	TON	3,421.0	\$55.50	0.0	\$0.00
2350.502	TYPE LV3 NON WEARING COURSE MIXTURE B	TON	1,296.0	\$48.50	0.0	\$0.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	2,025.0	\$2.00	0.0	\$0.00
2451.603	TRENCH EXCAVATION & COMPACTION	LIN. FT.	930.0	\$10.25	930.0	\$9,532.50
2501.511	12" CP PIPE SEWER	LIN. FT.	72.0	\$75.00	72.0	\$5,400.00
2501.515	12' METAL PIPE APRON W/ TRASH GUARD	EACH	4.0	\$575.00	4.0	\$2,300.00
2504.602	ADJUST VALVE BOX	EACH	4.0	\$500.00	0.0	\$0.00
2506.522	ADJUST FRAME & RING CASTING	EACH	23.0	\$250.00	4.0	\$1,000.00
2521.501	4" CONCRETE WALK	SQ. FT.	480.0	\$4.00	480.0	\$1,920.00
2531.501	CONC. CURB & GUTTER - DESIGN B618	LIN. FT.	256.0	\$22.00	126.0	\$2,772.00
2531.501	CONC. CURB & GUTTER - DESIGN D424	LIN. FT.	90.0	\$25.00	0.0	\$0.00
2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ. YD.	17.0	\$45.00	17.0	\$765.00
2531.618	TRUNCATED DOMES	SQ. FT.	8.0	\$35.00	0.0	\$0.00
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$2,000.00	0.0	\$0.00
2575.505	SODDING LAWN TYPE	SQ. YD.	70.0	\$6.00	0.0	\$0.00
2582.501	PAVEMENT MESSAGE LEFT ARROW - EPOXY	EACH	9.0	\$95.00	0.0	\$0.00
2582.501	PAVEMENT MESSAGE RIGHT ARROW - EPOXY	EACH	1.0	\$95.00	0.0	\$0.00
2582.501	PAVEMENT MESSAGE THRU ARROW - EPOXY	EACH	1.0	\$105.00	0.0	\$0.00
2582.502	4" SOLID YELLOW LINE - EPOXY	LIN. FT.	9,325.0	\$0.35	0.0	\$0.00
2582.502	4" SOLID WHITE LINE - EPOXY	LIN. FT.	130.0	\$2.20	0.0	\$0.00
2582.502	4" BROKEN WHITE LINE - EPOXY	LIN. FT.	690.0	\$0.35	0.0	\$0.00
2582.502	24" SOLID LINE YELLOW - EPOXY	LIN. FT.	66.0	\$15.00	0.0	\$0.00

COMPLETED TO DATE: \$30,959.50
LESS RETAINAGE (5%): (\$1,547.98)

SUBTOTAL PAY REQUEST #1: \$29,411.52
LESS PREVIOUS PAYMENTS: \$8.00

TOTAL PAY REQUEST #1: **\$29,411.52**

BENCHMARK ENGINEERING, INC.



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

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

November 28, 2007

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

Re: City of Mountain Iron, MN
Unity Addition Phase II Residential Development
Project No. MI07-1

Dear Mr. Wainio

Enclosed please find Pay Request No. 4 for the City of Mountain Iron Unity Addition Phase II Residential Development project in the amount of **\$134,336.58**, for approval at your next scheduled City Council meeting. This amount includes withholding a 5% retainage on work completed to date.

Please refer to the enclosed pay request breakdown for a summary of items completed.

As of this time, the work on the project has concluded for the 2007 construction season. Despite the rainy fall, the Contractor has reached the goals established for completion this construction season as discussed at the project pre-construction meeting.

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

Sincerely,
Benchmark Engineering, Inc.

Eric E. Fallstrom, P.E.

Enclosure

Pc: Mr. Jim Pucel, Utility Systems of America

RECOMMENDATION OF PAYMENT

No. 4

Owner's Project No.: _____ Engineer's Project No.: MI07-1

Project: Unity Addition Phase II Residential Development

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

For Period Ending: November 26, 2007

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 28, 2007

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>924,077.60</u>	Work & Materials to Date	\$ <u>561,052.23</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>27,068.07</u>
Current Contract Price	\$ <u>924,077.60</u>	Subtotal	\$ <u>533,984.16</u>
		Previous Payments	\$ <u>399,647.58</u>
		Amount Due this Payment	\$ <u>134,336.58</u>



PAY REQUEST NO. 4
 UNITY ADDITION PHASE II RESIDENTIAL DEVELOPMENT
 (INCLUDES EXTENSION OF UNITY DRIVE WEST OF EMERALD AVENUE)
 PROJECT NO.: M07-1
 CITY OF MOUNTAIN IRON, MINNESOTA

CONTRACTOR: UTILITY SYSTEMS OF AMERICA

SPEC NO.	ITEM DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	UNITY DRIVE QUANTITY	RES. DEV. QUANTITY	QUANTITY TO DATE	TOTAL AMOUNT
2101.502	CLEARING AND GRUBBING	LUMP SUM	1.0	\$12,000.00	0.15	0.85	1.0	\$12,000.00
2104.501	REMOVE CURB & GUTTER	LIN. FT.	75.0	\$3.00			0.0	\$0.00
2104.506	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	75.0	\$3.00			0.0	\$0.00
2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN. FT.	93.0	\$2.00			0.0	\$0.00
2104.523	SALVAGE GATE VALVE & BOX	EACH	1.0	\$200.00		1.0	1.0	\$200.00
2105.501	COMMON EXCAVATION (PV)	CU. YD.	9,481.0	\$3.25	1,837.0	8,144.0	9,981.0	\$32,438.25
2105.503	ROCK EXCAVATION	CU. YD.	150.0	\$15.00			0.0	\$0.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	5,880.0	\$8.75	1,500.0	4,380.0	5,880.0	\$39,555.00
2105.535	SALVAGED TOPSOIL (CV)	CU. YD.	841.0	\$3.00	147.0	274.0	421.0	\$1,263.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	15,140.0	\$1.25	3,860.0	11,280.0	15,140.0	\$18,925.00
2211.503	AGGREGATE BASE (CV) CL. 5	CU. YD.	3,525.0	\$15.00	707.0	2,025.0	2,732.0	\$40,980.00
2350.501	TYPE LV 5 WEARING COURSE MIXTURE B	TON	1,220.0	\$55.50			0.0	\$0.00
2350.502	TYPE LV 3 NON-WEARING COURSE MIXTURE B	TON	2,715.0	\$52.50			0.0	\$0.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	1,410.0	\$1.80			0.0	\$0.00
2451.511	COARSE FILTER AGGREGATE (LV)	CU. YD.	200.0	\$20.00			0.0	\$0.00
2501.515	12" RC PIPE APRON	EACH	4.0	\$450.00	2.0	2.0	4.0	\$1,800.00
2501.515	24" RC PIPE APRON	EACH	1.0	\$550.00		1.0	1.0	\$550.00
2502.521	4" FORCE MAIN (SDR 21)	LIN. FT.	440.0	\$12.00		440.0	440.0	\$5,280.00
2502.541	4" PERFORATED P.E. PIPE DRAIN	LIN. FT.	6,734.0	\$4.25	1,883.0	4,871.0	6,734.0	\$28,619.50
2503.511	4" PVC PIPE SEWER	LIN. FT.	1,415.0	\$14.00		1,291.0	1,291.0	\$18,074.00
2503.511	8" PVC PIPE SEWER	LIN. FT.	2,265.0	\$21.00		2,265.0	2,265.0	\$47,565.00
2503.541	12" RC PIPE SEWER	LIN. FT.	981.0	\$29.00	273.0	888.0	981.0	\$27,889.00
2503.541	15" RC PIPE SEWER	LIN. FT.	799.0	\$30.50		799.0	799.0	\$24,064.50
2503.541	18" RC PIPE SEWER	LIN. FT.	53.0	\$34.00		53.0	53.0	\$1,802.00
2503.541	24" RC PIPE SEWER	LIN. FT.	63.0	\$50.00		65.0	65.0	\$3,250.00
2503.602	8" x 4" PVC WYE	EACH	35.0	\$65.00		36.0	36.0	\$3,080.00
2503.602	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EACH	1.0	\$750.00		1.0	1.0	\$750.00
2503.603	TRACER WIRE ACCESS BOX	EACH	35.0	\$60.00			0.0	\$0.00
2504.602	HYDRANT	EACH	7.0	\$3,100.00		7.0	7.0	\$21,700.00
2504.602	6" GATE VALVE AND BOX	EACH	2.0	\$750.00	1.0	2.0	3.0	\$2,250.00
2504.602	8" GATE VALVE AND BOX	EACH	4.0	\$1,000.00		4.0	4.0	\$4,000.00
2504.602	3/4" CORP. STOP	EACH	35.0	\$75.00		36.0	36.0	\$2,700.00
2504.602	3/4" CURB STOP & 1.5" BOX	EACH	35.0	\$140.00		36.0	36.0	\$5,040.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	3.0	\$850.00	1.0	3.0	4.0	\$3,400.00
2504.603	3/4" TYPE K COPPER PIPE	LIN. FT.	1,450.0	\$16.00		1,648.5	1,648.5	\$26,376.00
2504.603	6" D.I. WATERMAIN CL. 52	LIN. FT.	615.0	\$29.50	100.0	615.0	715.0	\$18,802.50
2504.603	8" D.I. WATERMAIN CL. 52	LIN. FT.	2,020.0	\$27.00		2,020.0	2,020.0	\$54,540.00
2504.608	WATERMAIN FITTINGS	POUND	1,325.0	\$3.00		1,325.0	1,325.0	\$3,975.00
2506.501	CONST. DRAINAGE STRUCTURE DES. G	LIN. FT.	47.4	\$240.00	18.8	28.6	47.4	\$11,376.00
2506.501	CONST. DRAINAGE STRUCTURE DES. F	LIN. FT.	30.2	\$240.00		30.2	30.2	\$7,248.00
2506.501	CONST. DRAINAGE STRUCTURE DES. 60-4020	LIN. FT.	4.5	\$350.00		4.5	4.5	\$1,575.00
2506.501	CONST. DRAINAGE STRUCTURE 4007	LIN. FT.	191.8	\$135.00		191.8	191.8	\$25,893.00
2506.516	CASTING ASSEMBLY	EACH	30.0	\$375.00	2.0	13.0	15.0	\$5,625.00
2506.522	ADJUST FRAME AND RING CASTINGS	EACH	4.0	\$200.00			0.0	\$0.00
2506.601	CONSTRUCT LIFT STATION	LUMP SUM	1.0	\$70,000.00		0.5	0.5	\$35,000.00
2506.601	CONSTRUCT CONTROL STRUCTURE	LUMP SUM	1.0	\$1,500.00			0.0	\$0.00
2511.501	RANDOM RIPRAP CLASS III	CU. YD.	50.0	\$35.00			0.0	\$0.00
2521.501	4" CONCRETE SIDEWALK	SQ. FT.	9,687.0	\$2.75			0.0	\$0.00
2531.501	CONCRETE CURB & GUTTER DES. D418 (MOD.)	LIN. FT.	5,412.0	\$9.80			0.0	\$0.00
2531.501	CONCRETE CURB & GUTTER DES. B618 (MOD.)	LIN. FT.	1,900.0	\$9.85			0.0	\$0.00
2531.604	7" CONCRETE VALLEY GUTTER AND RADIUS CURB	SQ. YD.	100.0	\$48.00			0.0	\$0.00
2531.618	TRUNCATED DOMES	SQ. YD.	48.0	\$32.00			0.0	\$0.00
2583.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$1,000.00	0.25	0.25	0.5	\$500.00
2573.502	SILT FENCE PREASSEMBLED	LIN. FT.	3,250.0	\$2.25	100.0	600.0	700.0	\$1,575.00
2573.530	INLET PROTECTION	EACH	13.0	\$50.00			0.0	\$0.00
2573.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$3,100.00			0.0	\$0.00
	INSTALL CITY SUPPLIED VALVE & HYDRANT FOR FIELD	LUMP SUM		\$2,050.00	1.0		1.0	\$2,050.00
	1.5" VALVE MANHOLE MOODS DUE TO WATER TABLE	LUMP SUM		\$1,690.69		1.0	1.0	\$1,690.69

TOTAL SPLIT TO DATE: UNITY DRIVE \$62,238.00 RES DEV \$479,123.44
 COMPLETED TO DATE: \$541,361.44
 LESS RETAINAGE (5%): (\$27,068.07)

SUBTOTAL PAY REQUEST #4: \$514,293.37
 MATERIALS ON HAND (PREVIOUSLY PAID): \$120,490.58
 MATERIALS ON HAND THIS PAY REQUEST: \$0.00
 MATERIALS ON HAND (BACKED OUT): (\$100,768.79)
 LESS PREVIOUS PAYMENTS: (\$399,647.58)

TOTAL PAY REQUEST #4: \$134,336.58

Eric Spill
 BENCHMARK ENGINEERING, INC.

COUNCIL LETTER 120307-VA
COUNCILOR ED ROSKOSKI
PHONE BOOK ADDRESSES

DATE: November 28, 2007
FROM: Councilor Ed Roskoski
Craig J. Wainio
City Administrator

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

Mr. Wainio should let the Council know what he finds out about the issue before he actually does something. We should be careful what we wish for!

COUNCIL LETTER 120406-VIA

ADMINISTRATION

2008 BUDGET

DATE: November 29, 2006

FROM: Craig J. Wainio
City Administrator

Enclosed in your packet is the proposed 2008 Budget for the City of Mountain Iron. This budget incorporates the changes identified at the November 27th Committee-of-the-Whole Meeting. The City Council needs to review the budget and modify as necessary. If no changes are made, the City Council may adopt the following:

First, the City Council would adopt the 2008 Budget. Enclosed is a copy of the proposed budget for 2008.

Secondly, the City Council would adopt Resolution Number 51-07 setting the general levy for 2008. This Resolution reflects a 2% levy increase as discussed at the previous City Council meetings.

Third, the City Council would adopt Resolution Number 52-07 setting the market rate levy for 2008. The market rate levy is used to cover the payments for the community center bonds.

Fourth, the City Council would adopt Resolution Number 53-07 setting the EDA levy for 2008. This Resolution reflects a levy of the same amount as last year which generates approximately \$12,000 for the EDA.

Finally, the City Council would adopt Resolution Number 54-07, setting the HRA levy for 2008. This Resolution represents no levy for the HRA.

**2008 BUDGET SUMMARY
CITY OF MOUNTAIN IRON**

EXPENDITURES	2007 Budget	2008 Budget	Difference	Percent
Administration	\$ 490,000.00	\$ 550,900.00	\$ 60,900.00	12.4%
Public Safety	\$ 525,500.00	\$ 546,800.00	\$ 21,300.00	4.1%
Public Works	\$ 735,000.00	\$ 804,500.00	\$ 69,500.00	9.5%
Culture and Rec	\$ 377,000.00	\$ 388,500.00	\$ 11,500.00	3.1%
General Government	\$ 892,578.00	\$ 919,007.00	\$ 26,429.00	3.0%
TOTAL	\$ 3,020,078.00	\$ 3,209,707.00	\$ 189,629.00	6.3%

REVENUE

Taxes	\$ 120,507.00	\$ 133,102.00	\$ 12,595.00	10.5%
Intergovernmental Aid	\$ 1,713,350.00	\$ 1,885,649.00	\$ 172,299.00	10.1%
General Revenue	\$ 224,500.00	\$ 210,000.00	\$ (14,500.00)	-6.5%
TOTAL	\$ 2,058,357.00	\$ 2,228,751.00	\$ 170,394.00	8.3%

GENERAL LEVY \$ 961,721.00 \$ 980,956.00 \$ 19,235.00 2.0%

2008 BUDGET SUMMARY CITY OF MOUNTAIN IRON REVENUE

GENERAL REVENUE	2007 Budget	2008 Budget	Difference	Percent
Lic. & Permits	\$ 20,000.00	\$ 20,000.00	\$ -	0.0%
Charges for Service	\$ 50,000.00	\$ 50,000.00	\$ -	0.0%
Fines	\$ 9,500.00	\$ 10,000.00	\$ 500.00	5.3%
Interest	\$ 30,000.00	\$ 30,000.00	\$ -	0.0%
Refunds	\$ 100,000.00	\$ 90,000.00	\$ (10,000.00)	-10.0%
General	\$ 15,000.00	\$ 10,000.00	\$ (5,000.00)	-33.3%
Subtotal	\$ 224,500.00	\$ 210,000.00	\$ (14,500.00)	-6.5%

INTERGOVERNMENTAL REVENUE

Local Government Aid	\$ 718,350.00	\$ 825,649.00	\$ 107,299.00	14.9%
Taconite Production Tax	\$ 550,000.00	\$ 600,000.00	\$ 50,000.00	9.1%
Taconite Municipal Aid	\$ 325,000.00	\$ 330,000.00	\$ 5,000.00	1.5%
Mining Effects Tax	\$ 100,000.00	\$ 110,000.00	\$ 10,000.00	10.0%
Other	\$ 20,000.00	\$ 20,000.00	\$ -	0.0%
Subtotal	\$ 1,713,350.00	\$ 1,885,649.00	\$ 172,299.00	10.1%

TAXES

Tax Levy	\$ 961,721.00	\$ 1,002,969.00	\$ 41,248.00	4.3%
Market Rate Levy	\$ 85,507.00	\$ 83,102.00	\$ (2,405.00)	-2.8%
Misc. Taxes	\$ 15,000.00	\$ 30,000.00	\$ 15,000.00	100.0%
Franchise	\$ 20,000.00	\$ 20,000.00	\$ -	0.0%
Subtotal	\$ 1,082,228.00	\$ 1,136,071.00	\$ 53,843.00	5.0%
Total	\$ 3,020,078.00	\$ 3,231,720.00	\$ 211,642.00	7.0%

**2008 BUDGET
CITY OF MOUNTAIN IRON
REVENUE**

TAXES	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET			
Tax Levy	\$ 825,840.00	\$ 750,356.00	\$ 961,721.00	\$ 505,820.54	\$ 1,002,969.00	4.3%			
Bond Levy	\$ 84,548.00	\$ 87,378.00	\$ 85,507.00	\$ 53,325.11	\$ 83,102.00	-2.8%			
Misc Taxes	\$ 132,525.00	\$ 197,371.00	\$ 15,000.00	\$ 7,575.36	\$ 30,000.00	100.0%			
Franchise	\$ 21,855.00	\$ 21,310.00	\$ 20,000.00	\$ 17,173.53	\$ 20,000.00	0.0%			
TOTAL	\$ 1,064,768.00	\$ 1,056,415.00	\$ 1,082,228.00	\$ 583,894.54	\$ 1,136,071.00	5.0%			

INTERGOVERNMENTAL REVENUE

LGA	\$ 526,247.00	\$ 623,882.00	\$ 718,350.00	\$ 359,175.00	\$ 825,649.00	14.9%
Tac. Prod Aid	\$ 593,515.00	\$ 705,538.00	\$ 550,000.00	\$ 661,862.50	\$ 600,000.00	9.1%
Tac. Aid	\$ 355,561.00	\$ 380,628.00	\$ 325,000.00	\$ 391,189.00	\$ 330,000.00	1.5%
Mining Effects	\$ 115,549.00	\$ 116,157.00	\$ 100,000.00	\$ 58,666.50	\$ 110,000.00	10.0%
Misc. Aid	\$ 138,306.00	\$ 160,277.00	\$ 20,000.00	\$ 10,264.50	\$ 20,000.00	0.0%
TOTAL	\$ 1,729,178.00	\$ 1,986,482.00	\$ 1,713,350.00	\$ 1,481,157.50	\$ 1,885,649.00	10.1%

GENERAL REVENUE

Lic. & Permits	\$ 17,744.00	\$ 36,720.00	\$ 20,000.00	\$ 22,933.23	\$ 20,000.00	0.0%
Charges for Service	\$ 78,432.00	\$ 45,195.00	\$ 50,000.00	\$ 214,511.65	\$ 50,000.00	0.0%
Fines	\$ 13,815.00	\$ 12,811.00	\$ 9,500.00	\$ 11,254.17	\$ 10,000.00	5.3%
Interest	\$ 25,057.00	\$ 38,914.00	\$ 30,000.00	\$ 34,216.39	\$ 30,000.00	0.0%
Refunds	\$ 104,817.00	\$ 85,865.00	\$ 100,000.00	\$ 51,758.84	\$ 90,000.00	-10.0%
General	\$ 9,705.00	\$ 4,629.00	\$ 15,000.00	\$ 100.01	\$ 10,000.00	-33.3%
TOTAL	\$ 249,570.00	\$ 224,134.00	\$ 224,500.00	\$ 334,774.29	\$ 210,000.00	-6.5%
TOTAL	\$ 3,043,516.00	\$ 3,267,031.00	\$ 3,020,078.00	\$ 2,399,826.33	\$ 3,231,720.00	7.0%

**2008 BUDGET SUMMARY
CITY OF MOUNTAIN IRON
EXPENDITURES**

DEPARTMENT	2007 Budget	2008 Budget	Difference	Percent
City Council	\$ 15,000.00	\$ 15,500.00	\$ 500.00	3.3%
Administration	\$ 425,000.00	\$ 475,000.00	\$ 50,000.00	11.8%
Election	\$ -	\$ 9,000.00	\$ 9,000.00	100.0%
Assessing	\$ 28,000.00	\$ 28,800.00	\$ 800.00	2.9%
Planning & Zoning	\$ 22,000.00	\$ 22,600.00	\$ 600.00	2.7%
Sheriffs	\$ 427,000.00	\$ 440,000.00	\$ 13,000.00	3.0%
Fire Protection	\$ 80,000.00	\$ 88,300.00	\$ 8,300.00	10.4%
Emergency Management	\$ 6,000.00	\$ 6,000.00	\$ -	0.0%
Animal Control	\$ 12,500.00	\$ 12,500.00	\$ -	0.0%
Streets	\$ 575,000.00	\$ 640,000.00	\$ 65,000.00	11.3%
Buildings	\$ 160,000.00	\$ 164,500.00	\$ 4,500.00	2.8%
Campground	\$ 52,000.00	\$ 53,500.00	\$ 1,500.00	2.9%
Recreation	\$ 205,000.00	\$ 205,000.00	\$ -	0.0%
Government	\$ 199,220.00	\$ 214,220.00	\$ 15,000.00	7.5%
Library	\$ 120,000.00	\$ 130,000.00	\$ 10,000.00	8.3%
Transfers	\$ 693,358.00	\$ 704,787.00	\$ 11,429.00	1.6%
Total	\$ 3,020,078.00	\$ 3,209,707.00	\$ 189,629.00	6.3%

**2008 BUDGET
CITY OF MOUNTAIN IRON
GOVERNMENT OPERATIONS**

CITY COUNCIL	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET	BUDGET		
Council Salaries	\$ 11,100.00	\$ 14,400.00	\$ 11,100.00	\$ 14,400.00	\$ 10,800.00	\$ 14,400.00	\$ 14,400.00	0%	
Other	\$ 16,117.79	\$ 600.00	\$ 6,142.00	\$ 600.00	\$ 5,978.50	\$ 1,100.00	\$ 1,100.00	83%	
TOTAL	\$ 27,217.79	\$ 15,000.00	\$ 17,242.00	\$ 15,000.00	\$ 16,778.50	\$ 15,500.00	\$ 15,500.00	3%	

ADMINISTRATION

Salaries	\$ 181,613.89	\$ 199,512.00	\$ 180,000.00	\$ 148,917.33	\$ 200,000.00	11%
Payroll Taxes	\$ 24,749.88	\$ 27,865.00	\$ 30,000.00	\$ 22,212.45	\$ 30,000.00	0%
Insurance-Group	\$ 58,181.85	\$ 60,457.00	\$ 50,000.00	\$ 46,079.07	\$ 70,000.00	40%
Insurance-General	\$ 64,668.00	\$ 23,382.00	\$ 55,000.00	\$ 46,009.00	\$ 55,000.00	0%
Independent Audit	\$ 13,000.00	\$ 14,520.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	0%
Engineering Fees	\$ 39,505.48	\$ 18,273.00	\$ 35,000.00	\$ 13,707.50	\$ 35,000.00	0%
Legal Fees	\$ 46,850.01	\$ 51,500.00	\$ 31,000.00	\$ 30,311.45	\$ 35,000.00	13%
Communications	\$ 10,822.72	\$ 8,491.00	\$ 10,000.00	\$ 10,681.40	\$ 10,000.00	0%
Supplies	\$ 4,516.37	\$ 3,958.00	\$ 4,000.00	\$ 3,235.97	\$ 5,000.00	25%
Operations	\$ 24,285.83	\$ 34,778.00	\$ 15,000.00	\$ 23,657.04	\$ 20,000.00	33%
TOTAL	\$ 468,194.03	\$ 442,736.00	\$ 425,000.00	\$ 359,811.21	\$ 475,000.00	12%

ELECTION

Salaries	\$ -	\$ 2,290.00	\$ -	\$ -	\$ 5,000.00	-100%
Operations	\$ 660.00	\$ 1,320.00	\$ -	\$ -	\$ 4,000.00	-100%
TOTAL	\$ 660.00	\$ 3,610.00	\$ -	\$ -	\$ 9,000.00	-100%

**2008 BUDGET
CITY OF MOUNTAIN IRON
GOVERNMENT OPERATIONS**

ASSESSING	2005		2006		2007		2007		2008	
	ACTUAL		ACTUAL		BUDGET		YTD		BUDGET	%
Contract Services	\$ 27,657.00	\$	27,485.00	\$	26,500.00	\$	-	\$	27,800.00	5%
Operations	\$ 1,126.44	\$	589.00	\$	1,500.00	\$	266.76	\$	1,000.00	-33%
TOTAL	\$ 28,783.44	\$	28,074.00	\$	28,000.00	\$	266.76	\$	28,800.00	3%

PLANNING & ZONING	2005		2006		2007		2007		2008	
	ACTUAL		ACTUAL		BUDGET		YTD		BUDGET	%
Salaries	\$ 12,420.61	\$	19,262.00	\$	16,500.00	\$	13,391.46	\$	17,000.00	3%
Payroll Taxes	\$ 1,086.06	\$	2,161.00	\$	2,000.00	\$	1,496.21	\$	2,000.00	0%
Operations	\$ 2,174.44	\$	6,122.00	\$	3,500.00	\$	3,017.02	\$	3,600.00	3%
TOTAL	\$ 15,681.11	\$	27,545.00	\$	22,000.00	\$	17,904.69	\$	22,600.00	3%

ADMINISTRATION	2005	2006	2007	2007	2008	%
TOTAL	\$ 540,536.37	\$ 519,207.00	\$ 490,000.00	\$ 394,761.16	\$ 550,900.00	12%

**2008 BUDGET
CITY OF MOUNTAIN IRON
PUBLIC SAFETY**

POLICE PROTECTION	2005		2006		2007		2008	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET		
Contract Services	\$ 448,556.87	\$ 420,000.00	\$ 420,000.00	\$ 420,000.00	\$ 315,000.00	\$ 430,000.00		0%
Other Expenditures	\$ 6,752.30	\$ 7,000.00	\$ 10,447.00	\$ 7,000.00	\$ 7,342.28	\$ 10,000.00		2%
TOTAL	\$ 455,309.17	\$ 427,000.00	\$ 430,447.00	\$ 427,000.00	\$ 322,342.28	\$ 440,000.00		43%
								3%

FIRE PROTECTION	2005		2006		2007		2008	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET		
Salaries	\$ 11,461.14	\$ 18,200.00	\$ 22,998.00	\$ 18,200.00	\$ 17,247.80	\$ 19,000.00		4%
Payroll Taxes	\$ 1,584.64	\$ 2,000.00	\$ 2,416.00	\$ 2,000.00	\$ 2,209.88	\$ 2,100.00		5%
Training	\$ 12,652.09	\$ 15,000.00	\$ 13,525.00	\$ 15,000.00	\$ 8,090.00	\$ 20,000.00		33%
Maintenance	\$ 46,435.46	\$ 10,000.00	\$ 6,594.00	\$ 10,000.00	\$ 4,948.33	\$ 10,000.00		0%
Operations	\$ 16,231.82	\$ 17,572.00	\$ 17,572.00	\$ 15,000.00	\$ 15,906.84	\$ 16,600.00		11%
Firemen's Relief	\$ 24,332.00	\$ 26,327.00	\$ 26,327.00	\$ 19,800.00	\$ 13,400.00	\$ 20,600.00		4%
TOTAL	\$ 112,697.15	\$ 89,432.00	\$ 89,432.00	\$ 80,000.00	\$ 61,802.85	\$ 88,300.00		10%

EMERGENCY MANAGEMENT	2005		2006		2007		2008	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET		
Plan Update	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00		0%
Operations	\$ 25.00	\$ 1,000.00	\$ 175.00	\$ 1,000.00	\$ -	\$ 1,000.00		0%
TOTAL	\$ 25.00	\$ 6,000.00	\$ 175.00	\$ 6,000.00	\$ -	\$ 6,000.00		0%

ANIMAL CONTROL	2005		2006		2007		2008	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET		
Contact Services	\$ 10,258.44	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 12,000.00		0%
Operations	\$ 109.45	\$ 238.00	\$ 238.00	\$ 500.00	\$ 94.55	\$ 500.00		0%
TOTAL	\$ 10,367.89	\$ 12,238.00	\$ 12,238.00	\$ 12,500.00	\$ 9,094.55	\$ 12,500.00		0%

PUBLIC SAFETY	2005		2006		2007		2008	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET		
TOTAL	\$ 578,399.21	\$ 532,292.00	\$ 532,292.00	\$ 525,500.00	\$ 393,239.68	\$ 546,800.00		4%

**2008 BUDGET
CITY OF MOUNTAIN IRON
PUBLIC WORKS**

	2005		2006		2007		2007		2008		%
	ACTUAL		ACTUAL		BUDGET		YTD		BUDGET		
STREETS											
Salaries	\$ 332,441.61	\$	345,430.00	\$	300,000.00	\$	238,578.00	\$	350,000.00	17%	
Payroll Taxes	\$ 45,171.65	\$	46,384.00	\$	50,000.00	\$	34,877.03	\$	50,000.00	0%	
Insurance-Group	\$ 109,189.08	\$	103,949.00	\$	100,000.00	\$	114,227.39	\$	110,000.00	10%	
Utilities	\$ 47,062.78	\$	47,992.00	\$	45,000.00	\$	32,827.61	\$	50,000.00	11%	
Maintenance	\$ 87,717.47	\$	72,888.00	\$	45,000.00	\$	56,438.02	\$	45,000.00	0%	
Supplies	\$ 27,580.79	\$	28,740.00	\$	20,000.00	\$	16,965.69	\$	20,000.00	0%	
Operations	\$ 21,072.43	\$	19,003.00	\$	15,000.00	\$	5,208.09	\$	15,000.00	0%	
TOTAL	\$ 670,235.81	\$	664,386.00	\$	575,000.00	\$	499,121.83	\$	640,000.00	11%	
BUILDINGS											
Salaries	\$ 49,964.01	\$	59,556.00	\$	56,000.00	\$	54,526.69	\$	60,000.00	7%	
Payroll Taxes	\$ 6,922.37	\$	8,309.00	\$	9,500.00	\$	8,762.77	\$	9,500.00	0%	
Insurance-Group	\$ 19,527.93	\$	22,419.00	\$	18,000.00	\$	20,384.20	\$	20,000.00	11%	
Utilities	\$ 38,956.63	\$	42,243.00	\$	45,000.00	\$	28,365.29	\$	40,000.00	-11%	
Communications	\$ 933.77	\$	1,329.00	\$	2,000.00	\$	803.90	\$	2,000.00	0%	
Supplies	\$ 10,601.50	\$	17,196.00	\$	13,000.00	\$	13,154.32	\$	13,000.00	0%	
Operations	\$ 27,347.73	\$	22,514.00	\$	16,500.00	\$	20,380.87	\$	20,000.00	21%	
TOTAL	\$ 154,253.94	\$	173,566.00	\$	160,000.00	\$	146,378.04	\$	164,500.00	3%	
PUBLIC WORKS											
TOTAL	\$ 824,489.75	\$	837,952.00	\$	735,000.00	\$	645,499.87	\$	804,500.00	9%	

**2008 BUDGET
CITY OF MOUNTAIN IRON
CULTURE AND RECREATION**

CAMPGROUND	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET	BUDGET		
Salaries	\$ 18,905.96	\$ 18,800.00	\$ 19,830.00	\$ 18,800.00	\$ 14,468.06	\$ 20,000.00	\$ 20,000.00	11%	
Payroll Taxes	\$ 2,055.29	\$ 2,000.00	\$ 2,140.00	\$ 2,000.00	\$ 1,363.97	\$ 2,000.00	\$ 2,000.00	0%	
Insurance-Group	\$ 4,126.30	\$ 7,000.00	\$ 2,487.00	\$ 7,000.00	\$ 1,401.45	\$ 5,000.00	\$ 5,000.00	-29%	
Utilities	\$ 4,919.95	\$ 7,500.00	\$ 6,347.00	\$ 7,500.00	\$ 5,874.74	\$ 7,000.00	\$ 7,000.00	-7%	
Operations	\$ 27,737.42	\$ 16,000.00	\$ 31,484.00	\$ 16,000.00	\$ 33,637.03	\$ 18,500.00	\$ 18,500.00	16%	
Advertising	\$ 1,018.87	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	-33%	
TOTAL	\$ 58,763.79	\$ 52,000.00	\$ 62,588.00	\$ 52,000.00	\$ 56,845.25	\$ 53,500.00	\$ 53,500.00	3%	

RECREATION DEPARTMENT	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET	BUDGET		
Salaries	\$ 103,620.76	\$ 107,000.00	\$ 94,679.00	\$ 107,000.00	\$ 67,367.29	\$ 107,000.00	\$ 107,000.00	0%	
Payroll Taxes	\$ 13,087.17	\$ 13,000.00	\$ 12,350.00	\$ 13,000.00	\$ 8,243.46	\$ 13,000.00	\$ 13,000.00	0%	
Insurance-Group	\$ 31,744.87	\$ 25,000.00	\$ 27,458.00	\$ 25,000.00	\$ 18,943.26	\$ 25,000.00	\$ 25,000.00	0%	
Utilities	\$ 11,103.19	\$ 11,000.00	\$ 9,819.00	\$ 11,000.00	\$ 8,549.73	\$ 11,000.00	\$ 11,000.00	0%	
Maintenance	\$ 8,529.68	\$ 9,000.00	\$ 6,119.00	\$ 9,000.00	\$ 6,319.08	\$ 9,000.00	\$ 9,000.00	0%	
Operations	\$ 18,233.07	\$ 22,000.00	\$ 13,760.00	\$ 22,000.00	\$ 19,711.21	\$ 22,000.00	\$ 22,000.00	0%	
Baseball/Sofball	\$ 5,451.83	\$ 6,000.00	\$ 6,024.00	\$ 6,000.00	\$ 3,088.77	\$ 6,000.00	\$ 6,000.00	0%	
Special Events	\$ 10,669.85	\$ 12,000.00	\$ 8,599.00	\$ 12,000.00	\$ 9,356.10	\$ 12,000.00	\$ 12,000.00	0%	
TOTAL	\$ 202,440.42	\$ 205,000.00	\$ 178,808.00	\$ 205,000.00	\$ 141,578.90	\$ 205,000.00	\$ 205,000.00	0%	

LIBRARY	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET	BUDGET		
Salaries	\$ 71,479.52	\$ 70,000.00	\$ 72,604.00	\$ 70,000.00	\$ 43,704.33	\$ 75,000.00	\$ 75,000.00	7%	
Payroll Taxes	\$ 8,808.10	\$ 10,000.00	\$ 8,351.00	\$ 10,000.00	\$ 7,205.57	\$ 10,000.00	\$ 10,000.00	0%	
Insurance-Group	\$ 6,402.10	\$ 5,000.00	\$ 2,430.00	\$ 5,000.00	\$ 8,145.48	\$ 10,000.00	\$ 10,000.00	100%	
Utilities	\$ 6,845.67	\$ 8,000.00	\$ 8,118.00	\$ 8,000.00	\$ 4,257.51	\$ 8,000.00	\$ 8,000.00	0%	
Books	\$ 11,220.01	\$ 17,000.00	\$ 14,346.00	\$ 17,000.00	\$ 6,626.19	\$ 17,000.00	\$ 17,000.00	0%	
Communications	\$ 4,072.79	\$ 5,000.00	\$ 4,572.00	\$ 5,000.00	\$ 3,359.87	\$ 5,000.00	\$ 5,000.00	0%	
Operations	\$ 3,163.41	\$ 5,000.00	\$ 6,608.00	\$ 5,000.00	\$ 3,165.50	\$ 5,000.00	\$ 5,000.00	0%	
TOTAL	\$ 111,991.60	\$ 120,000.00	\$ 117,029.00	\$ 120,000.00	\$ 76,464.45	\$ 130,000.00	\$ 130,000.00	8%	

CULTURE AND RECREATION	2005		2006		2007		2008		%
	ACTUAL	BUDGET	ACTUAL	BUDGET	YTD	BUDGET	BUDGET		
TOTAL	\$ 373,195.81	\$ 377,000.00	\$ 358,425.00	\$ 377,000.00	\$ 274,888.60	\$ 388,500.00	\$ 388,500.00	3%	

2008 BUDGET
CITY OF MOUNTAIN IRON
GENERAL GOVERNMENT

GENERAL GOVERNMENT	2005	2006	2007	2007	2008	%
	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET	
Cash Short and Over	\$ (17.58)	\$ 164.00	\$ 10.00	\$ 6.99	\$ 10.00	0%
Cemeteries	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	0%
Retire/Pension Contrib.	\$ 78,131.43	\$ 105,723.00	\$ 90,000.00	\$ 91,644.56	\$ 110,000.00	22%
Public Expense	\$ 53,244.05	\$ 5,920.00	\$ 9,990.00	\$ 2,270.72	\$ 9,990.00	0%
Promotion and Tourism	\$ 2,452.34	\$ 2,280.00	\$ 2,500.00	\$ 2,455.00	\$ 2,500.00	0%
EMT Equipment	\$ 1,152.65	\$ 1,607.00	\$ 12,000.00	\$ 6,442.33	\$ 12,000.00	0%
Intergovernmental Coop	\$ 946.55	\$ 803.00	\$ -	\$ 125.00	\$ -	0%
Contribution - QCFRA	\$ 6,720.00	\$ 6,720.00	\$ 6,720.00	\$ 6,720.00	\$ 6,720.00	0%
Planning	\$ -	\$ -	\$ 10,000.00	\$ 7,500.00	\$ 10,000.00	0%
Televise Meetings	\$ -	\$ 3,950.00	\$ 5,000.00	\$ 2,400.00	\$ 5,000.00	0%
Hydrants	\$ -	\$ 779.00	\$ 5,000.00	\$ 209.69	\$ 2,000.00	-60%
TCBDA	\$ 45,701.59	\$ 47,190.00	\$ 50,000.00	\$ 36,268.04	\$ 50,000.00	0%
QCFEDA	\$ 22.39	\$ -	\$ -	\$ -	\$ -	0%
VRMC Contribution	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ -	-100%
TOTAL	\$ 193,353.42	\$ 183,636.00	\$ 199,220.00	\$ 164,042.33	\$ 214,220.00	8%
TRANSFERS						
Capital Improvement	\$ 242,163.96	\$ 301,030.00	\$ 388,358.00	\$ 291,268.44	\$ 343,787.00	-11%
Mining Effects	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	0%
Debt Service	\$ 229,999.80	\$ 235,000.00	\$ 255,000.00	\$ 114,633.42	\$ 311,000.00	22%
TOTAL	\$ 522,163.76	\$ 586,030.00	\$ 693,358.00	\$ 455,901.86	\$ 704,787.00	2%
GENERAL GOVERNMENT						
TOTAL	\$ 715,517.18	\$ 769,666.00	\$ 892,578.00	\$ 619,944.19	\$ 919,007.00	3%
TOTAL EXPENDITURES	\$ 3,032,138.32	\$ 3,017,542.00	\$ 3,020,078.00	\$ 2,328,333.50	\$ 3,209,707.00	

2008 BUDGET
CITY OF MOUNTAIN IRON
DEBT SERVICE FUND

REVENUE	2005	2006	2007	2007	2008
	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET
Interest Earnings	\$ 7,260.43	\$ 20,644.00	\$ 5,000.00	\$ 17,222.00	\$ 5,000.00
Special Assessments	\$ 66,108.00	\$ 62,032.00	\$ 15,000.00	\$ 11,405.00	\$ 15,000.00
Electric Fund	\$ 8,025.00	\$ 8,450.00	\$ 8,847.00	-	\$ 9,827.00
Water Fund	\$ 37,996.00	\$ 18,580.00	\$ 19,509.00	\$ 14,180.00	\$ 21,669.00
Capital Projects Fund	\$ -	\$ -	\$ -	\$ -	\$ -
TIF Fund	\$ 47,000.00	\$ 120,651.00	\$ 145,730.00	\$ 145,730.00	\$ -
General Fund	\$ 230,000.00	\$ 235,000.00	\$ 229,267.00	\$ 114,633.00	\$ 311,000.00
TOTAL REVENUE	\$ 396,389.43	\$ 465,357.00	\$ 423,353.00	\$ 303,170.00	\$ 362,496.00

EXPENSES	2005	2006	2007	2007	2008
	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET
Principle - Community Center	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -
Interest - Community Center	\$ 45,785.00	\$ 42,385.00	\$ 41,435.00	\$ 45,726.00	\$ -
Principle - Street Improvement	\$ 60,000.00	\$ 70,000.00	\$ 75,000.00	\$ 70,000.00	\$ 80,000.00
Interest - Street Improvement	\$ 62,535.00	\$ 55,775.00	\$ 53,955.00	\$ 26,978.00	\$ 50,018.00
Principle - Water Revenue	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	-	\$ 35,000.00
Interest - Water Revenue	\$ 38,815.00	\$ 37,328.00	\$ 36,233.00	\$ 18,116.25	\$ 35,063.00
Principle - TIF Bonds	\$ 115,000.00	\$ 115,000.00	\$ 140,000.00	\$ 140,000.00	\$ -
Interest - TIF Bonds	\$ 16,338.00	\$ 7,983.00	\$ 5,730.00	\$ 2,865.00	\$ -
Principle - USDA Loan	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
Interest - USDA Loan	\$ -	\$ -	\$ -	\$ 12,375.00	\$ 12,169.00
Principle - 2005 Xover	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
Interest - 2005 Xover	\$ -	\$ -	\$ -	\$ 14,573.00	\$ 29,145.00
Principle - Improvement Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
Interest - Improvement Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
Agent Fees	\$ 901.00	\$ 862.51	\$ 1,000.00	\$ 647.00	\$ 55,743.00
TOTAL EXPENSES	\$ 399,374.00	\$ 399,333.51	\$ 423,353.00	\$ 376,280.25	\$ 353,138.00

**2008 BUDGET
CITY OF MOUNTAIN IRON
CHARITABLE GAMBLING**

REVENUE	2005	2006	2007	2007	2008
	ACTUAL	ACTUAL	BUDGET	YTD	BUDGET
Interest Earnings	\$ 153.00	\$ 218.00	\$ 200.00	\$ 125.00	\$ 200.00
Gambling Proceeds	\$ 2,608.00	\$ 2,761.00	\$ 2,500.00	\$ 765.00	\$ 2,500.00
TOTAL REVENUE	\$ 2,761.00	\$ 2,979.00	\$ 2,700.00	\$ 890.00	\$ 2,700.00
EXPENSES					
Allowable Expenditures	\$ 1,407.00	\$ 2,935.00	\$ 2,700.00	\$ 1,501.00	\$ 2,700.00
Administration	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 1,407.00	\$ 2,935.00	\$ 2,700.00	\$ 1,501.00	\$ 2,700.00

**2008 BUDGET
CITY OF MOUNTAIN IRON
CAPITAL IMPROVEMENT BUDGET**

2008 Capital Improvement Budget

REVENUE	2008
General Fund	\$ 393,787.00
Grants	\$ 423,280.00
Bonding	\$ 800,000.00

TOTAL \$1,617,067.00

EXPENDITURE	Department	Projects	Grants	Bonding	TOTAL
16th Avenue Upgrade	Streets		\$ 280,000.00		\$ 280,000.00
Streets Overlays	Streets			\$ 300,000.00	\$ 300,000.00
Old Town Streetscape	Development	\$ 35,820.00	\$ 143,280.00	\$ 300,000.00	\$ 179,100.00
Unity Second Addition	Development			\$ 500,000.00	\$ 500,000.00
South Grove Park	Parks		\$ 20,000.00		\$ 20,000.00
Locomotive Park	Parks		\$ 15,000.00		\$ 15,000.00
Replacement Sweepwer	Streets	\$ 125,000.00			\$ 125,000.00
Class Five Gravel	Streets	\$ 20,000.00			\$ 20,000.00
Old Highway 169	Streets	\$ 125,000.00			\$ 125,000.00
South Grove Tennis Courts	Parks	\$ 110,000.00			\$ 110,000.00
Grass Rig	Fire	\$ 35,000.00			\$ 35,000.00
New Doors	Library	\$ 5,000.00			\$ 5,000.00
OVERALL 2007 TOTAL		\$ 455,820.00	\$ 458,280.00	\$ 800,000.00	\$ 1,714,100.00



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 51-07

APPROVING 2007 TAX LEVY, COLLECTABLE 2008

BE IT RESOLVED, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following sums of money be levied for the current year, collectable in 2008, upon the taxable property in the City of Mountain Iron for the following purposes:

TOTAL LEVY	\$ 980,956.00
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The City Administrator is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Saint Louis County, Minnesota.

DULY ADOPTED BY THE CITY COUNCIL THIS 3rd DAY OF DECEMBER, 2007.

Mayor Gary Skalko

ATTEST:

City Administrator



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 52-07

APPROVING PROPOSED 2008 MARKET RATE BASED REFERENDUM LEVY FOR THE GENERAL OBLIGATION COMMUNITY CENTER BONDS AND INTEREST

WHEREAS, in February 1998 the voters in the City of Mountain Iron approved a market rate based referendum levy for bonds and interest to construct the Mountain Iron Community Center.

NOW, THEREFOR BE IT RESOLVED, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following market rate based levy shall be made in 2007 payable in 2008 for all property in the City of Mountain Iron:

General Obligation Community Center Bond levy shall be \$83,102.00

The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Saint Louis County, Minnesota.

DULY ADOPTED BY THE CITY COUNCIL THIS 3rd DAY OF DECEMBER 2007.

ATTEST:

Mayor Gary Skalko

City Administrator



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 53-07

CONCERNING THE 2008 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 3rd DAY OF DECEMBER, 2007.

ATTEST:

Mayor Gary Skalko

City Administrator



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 54-07

CONCERNING THE 2008 HOUSING AND REDEVELOPMENT AUTHORITY TAX LEVY

WHEREAS, the Mountain Iron Housing and Redevelopment Authority was created on the 4th day of December, 1968, pursuant to Minnesota Statutes 469.001-469.047 and;

WHEREAS, Minnesota Statutes, Section 469.033, Subd. 6, specifically authorized the Mountain Iron Housing and Redevelopment 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, requests that for the purpose of further development and to provide for any activities that are within the jurisdiction of the Mountain Iron Housing and Redevelopment as defined according to Minnesota Statutes, the Mountain Iron City Council submits to the County Auditor of St. Louis County, Minnesota, a tax levy of zero dollars for the Mountain Iron Housing and Redevelopment Authority.

DULY ADOPTED BY THE CITY COUNCIL THIS 3rd DAY OF DECEMBER, 2007.

Mayor Gary Skalko

ATTEST:

City Administrator

COUNCIL LETTER 120307-VIF

BUILDINGS

BUILDING POLICY

DATE: November 28, 2007

FROM: Craig J. Wainio
City Administrator

As part of the implementation of the new building policy staff discovered a concern over the possible ineligibility of holding certain types of sale at Nichols Town Hall, such as bake and craft sales. Staff is therefore recommending the removal of the word "rummage" from page 1, paragraph 2 (Usage), Line 15.

POLICY ESTABLISHING GUIDELINES, FEE SCHEDULES, SECURITY DEPOSIT, & BUILDING USAGE PARAMETERS FOR CITY OF MOUNTAIN IRON RENTAL BUILDINGS

PURPOSE

The Mountain Iron Community Center, Senior Center, Library Club Room and Nichols Town Hall (hereafter referred to as City of Mountain Iron Rental Buildings) were all designed, constructed and financed principally with public funds to serve as multi-purpose activity centers for the general public. Since public funds made these facilities possible, the public is encouraged to use the City of Mountain Iron Rental Buildings. The following guidelines are official City Policy designed to promote orderly and harmonious use of these public facilities.

USAGE

The City of Mountain Iron Rental Buildings are available for public meeting purposes such as, but not limited to, municipally orientated groups such as City Councils, Boards/Commissions, Council sponsored committee/focus groups, or other municipal related activities. The City of Mountain Iron City Council, Boards and Commissions and City Events shall have first priority in using the City of Mountain Iron Rental Buildings. The City of Mountain Iron Rental Buildings will also be available for other public and private meetings across the broad spectrum of civic related activities including but not inclusive of, religious, service, social, fraternal, or other non-profit organizations whose membership provide service and support to the community at large. Additionally, the City of Mountain Iron Rental Buildings will be available for private parties, weddings, reunions, chamber business meetings, and certain other non-profit enterprises like benefits, banquets, fund raisers, sports shows, home shows, festivals, dances, etc. providing these functions do not interfere with City business. NO rummage sales, flea markets, "used goods" or "second hand" sales are allowed at the Community Center, Senior Center or Library Club Room. NO sub-contracting of any rented area of the building or renting space FOR PROFIT is allowed. NO Wholesale or Retail Enterprises or "Home-Based" Businesses are allowed to use the buildings for profit. The Nichols Town Hall is the only City building allowing rummage sales for personal profit. Applicants are allowed to use the Nichols Town Hall only once during the year for profit. Use of the lobby area in the Community Center must be approved by City Staff and should be limited so as not to disturb City operations during business hours. Inquire at the office for specific details.

AVAILABILITY

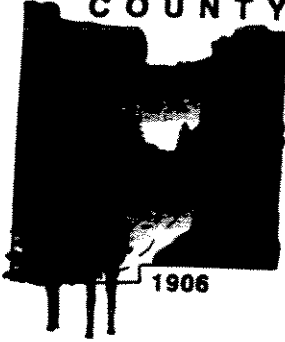
The City of Mountain Iron Rental Buildings have been constructed to be multi use. Portions of, or the entire facility are generally available Sunday through Saturday from 7:30 a.m. until 12:00 a.m., Cleanup is allowed until 1:00 a.m. Permission may be granted by the City Administrator's Office for variation from this schedule. Reservations may be made up to 18 months in advance of the event.

RULES AND REGULATIONS

Any group or organization using the City of Mountain Iron Rental Buildings for the purpose of convening a public meeting must conform to the Open Meeting Law requirements pursuant to State of Minnesota Statutes. No group or individual(s) shall be discriminated against with respect to use of City of Mountain Iron Rental Buildings because of race, color, religion, sex, national origin, physical condition, or age; providing however, that in some cases residents of the City of Mountain Iron shall be given preference. The City of Mountain Iron reserves the right to refuse rental to any person or group. The facilities are available to any individual at the age of 21 or older at the time of the application.

The City of Mountain Iron assumes no liability for loss, theft, damage, injury or illness incurred by the users of the City of Mountain Iron Rental Buildings. Pursuant to the Minnesota Clean Indoor Air Act smoking is prohibited in any City of Mountain Iron building.

**KOOCHICHING
COUNTY**



**KOOCHICHING COUNTY BOARD OF COMMISSIONERS
COURTHOUSE
715 4th Street
INTERNATIONAL FALLS, MN 56649**

John Ongaro
St Louis County Room 202
100 N 5th Avenue West
Duluth, MN 55802-1292

Craig J. Wainio
City of Mountain Iron
8586 South Enterprise Drive
Mountain Iron, Minnesota. 55768

Mayor Carolyn Luoma Gentilini
City of Virginia
327 First Street South
Virginia, MN 55792-2623

Mayor Richard P. Edblom
City of Cook
P O Box 155
Cook, Mn 55723-0155

District 1
Wade Pavleck
P.O. Box 1253
Intl Falls, Mn 56649
218-286-5273

Rod Otterness
City of International Falls
600 4th Street
International Falls, MN 56649

Mayor Dale Long
City of Orr
PO Box 241
Orr, MN 55771

District 2
Kevin Adee
3176 Co. Rd. 24
Intl Falls, Mn 56649
218-283-2035

November 21, 2007

RE: Highway 53 Long-Range Improvement Citizens' Task Force

Dear Sirs and Madam:

Since 1999, Koochiching County has contracted with Lobbyist Sante Esposito to track the applications for funding on behalf of the TH 53 Citizen Task Force and has acted as the fiscal agent for the Task Force.

Once again, the Highway 53 Long Range Improvement Task Force Chairman, Bob Anderson, is asking all of us to continue the services of Mr. Esposito to follow the funds through the legislative maze so those funds are not usurped for some other project such as the rebuilding of the I35 W Bridge.

Contingent on a cost share agreement of participating Highway 53 Task Force entities, Koochiching County has agreed to continue services with Mr. Esposito (Federal Advocate, Inc) for lobbyist services on the Highway 53 Four-Lane Project from January 1, 2008 through December 31, 2008 at a rate of \$1,000 per month.

Your continued funding of this service is requested. Please contact Ann Scholler at 218-283-1107, ann.scholler@co.koochiching.mn.us or 715 4th Street, Intl Falls, MN 56649 with your decision.

Sincerely,

A handwritten signature in black ink that reads 'Charles C. Lepper'. The signature is written in a cursive style.

Charles Lepper
Koochiching County Board Chair

Cc: Bob Anderson, Task Force Chairman

COMMUNICATIONS
DECEMBER 3, 2007

1. Northwoods Landscape & Recreation, Inc., a letter concerning maintenance or replacement of tennis courts and brochures.
2. MPCA Fall 2007 quarterly publication, an article about the letter of agreement to reduce global warming signed by Minnesota Mayors.
3. Range Association of Municipalities and Schools, a memo concerning 2008 and the upcoming legislative session.
4. St. Louis County, a memo concerning training for the Local Board of Appeal and Equalization.
5. League of Minnesota Cities, an action alert for conferences scheduled in 2008.
6. League of Minnesota Cities Ambassador's Summary Report for November/December.
7. Iron Range Resources Mineland Reclamation, a letter declining the request for funding for the Historic Baldwin Locomotive Repair Project.
8. Mediacom, a letter concerning availability of high-definition products and rate adjustments.

COUNCIL LETTER 120307-IVH1

COUNCILOR ED ROSKOSKI

**NORTHWOODS LANDSCAPE &
RECREATION, INC.**

DATE: November 28, 2007
FROM: Councilor Ed Roskoski
Craig J. Wainio
City Administrator

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

Here are some options that can be reviewed for the South Grove tennis courts rehabilitation project.



**NORTHWOODS LANDSCAPE
& RECREATION, INC.**

Scott & John Winter
Registered Landscape Architect
3746 Estate Ct NE
Bemidji, MN 56601
218-755-9708
1-800-310-1022

November 19, 2007

skoski
North Court
Main Iron, MN 55768

Dear Ed:

I would like to thank you so much for giving us a call and inquiring about different court resurfacings. In reference to our discussion there are two ways to approach your project. As you have requested I'm breaking these down as follows:

Sport Court – Sport Court would last forever requiring little future maintenance, however, would cost around \$80,000. The cost depends on the tile system selected, post, nets and games you would like to put on the court. If Sport Court is selected, the present court is used as a base and requires substantial cleanup and sealing before the tile system is placed down. I also suggest making the court multiple-use to get the very best recreation use out of it.

Resealing – If you select to reseal your courts, the cost would be around \$15,000 for a 5-coat system. Once again, the court will need to have a substantial amount of cleanup. You should note that resealing the cost is similar to resealing a driveway and will require maintenance every two or three years. It sounds as if your court will require substantial work, so it is impossible to say how long a reseal coating job will last.

I hope that these figures will help you in making a decision on the direction you and your city council may want take. Once you have some idea what direction you would like to proceed with we would be very happy to come over and spend time with you and your city council answering any questions you may have.

I'm sending you your company information and a handout on Sport Court.

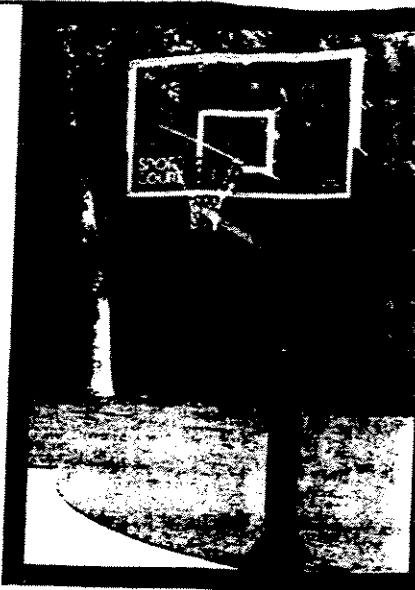
Sincerely,



John Winter

0261

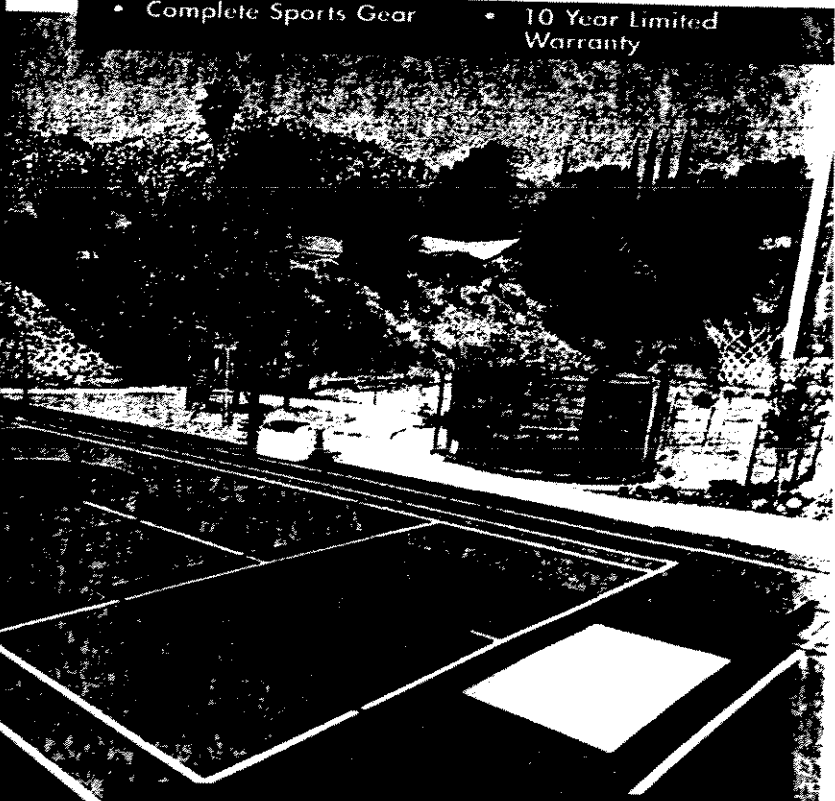
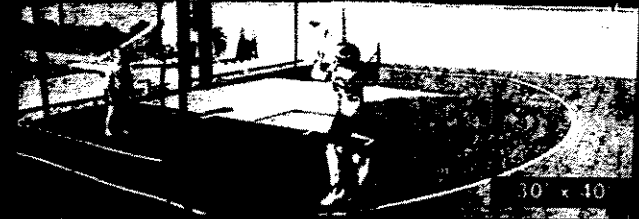
E-mail: johnwinter@charter.net



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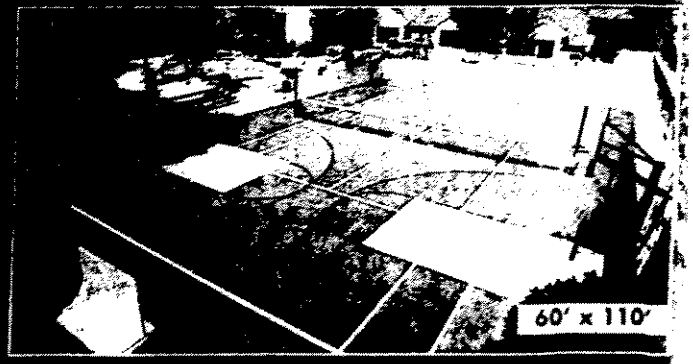
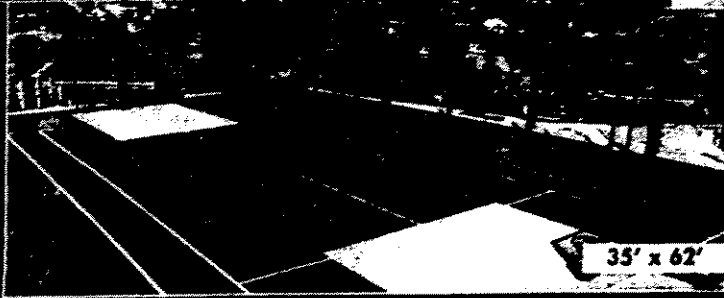
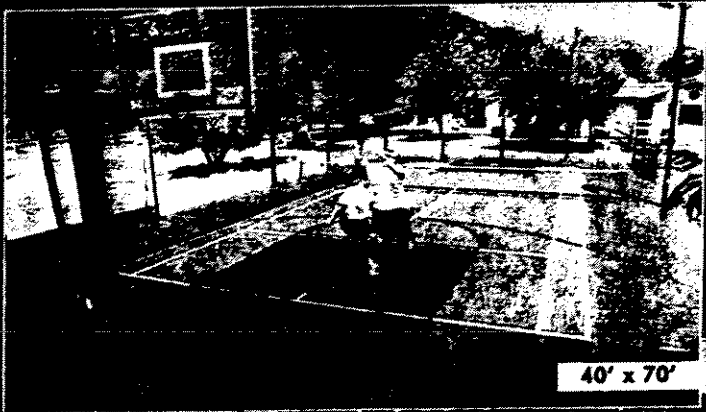
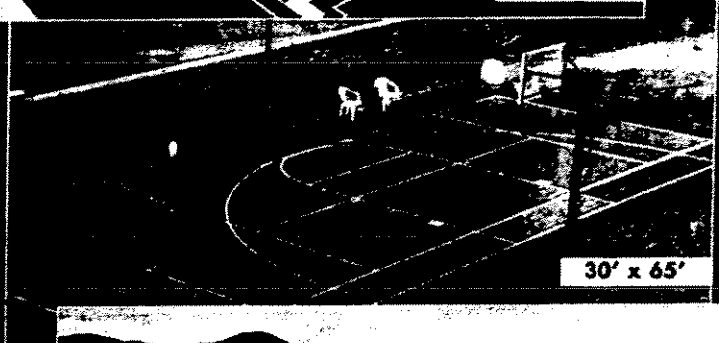
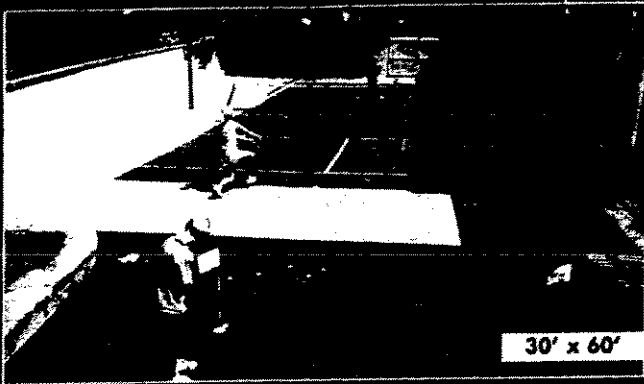
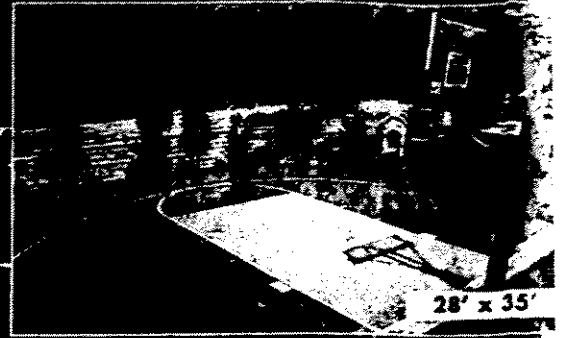
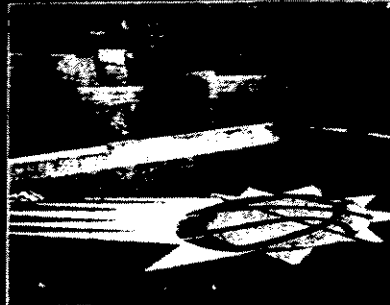
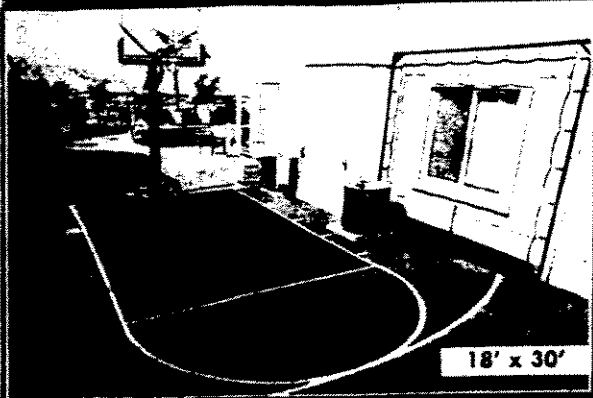


BASKETBALL,
 PADDLE TENNIS,
 ROLLERHOCKEY,
 VOLLEYBALL,
 BADMINTON
 REBOUNDER,
 AND MORE!



**Northwood Landscaping
 And Recreation 218-755-9708
 Or 218-558-1022
 E-Mail johnwinter@charter.net
 3746 Estate Ct. N. E.
 Bemidji, MN 56601**

HOME COURT *Advantage*



**SPORT
COURT.**



**Northwood Landscaping
And Recreation 218-755-9708
Or 218-556-1022 Bemidji, MN**

E-Mail info@northwood.com

NORTHWOODS

Landscape & Recreation

Serving Northern Minnesota
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4902 Linn Ave. Bemidji, MN 56601
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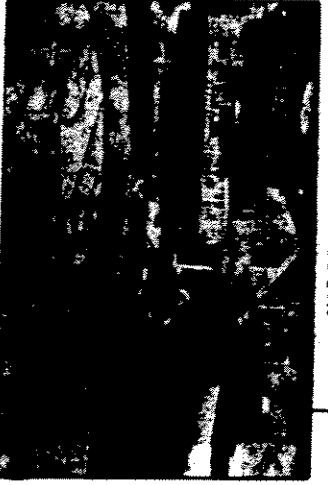
Dear Home Owner,

As YOU pursue YOUR dreams for YOUR home and family, Northwood Landscape and Recreation is here to help YOU. We have been in the business for over 35 years and are here to professionally serve YOU. Our business is family oriented and believes in the highest customer service for YOU. We will custom design YOUR landscape to meet you and your family's needs. Our role is to listen to you and then design the best landscape FOR YOU and YOUR FAMILY of the very best possible price. We have all the materials and professional staff to install your project. We have the highest level of design. I am a registered landscape architect, concerned to personally design YOU the best solution for your home and family.



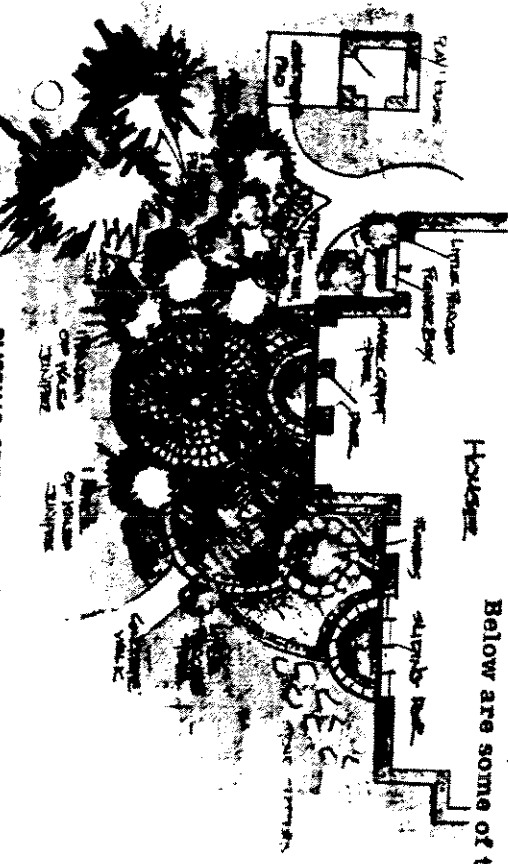
Hardscape and Stairs

Projects Completed

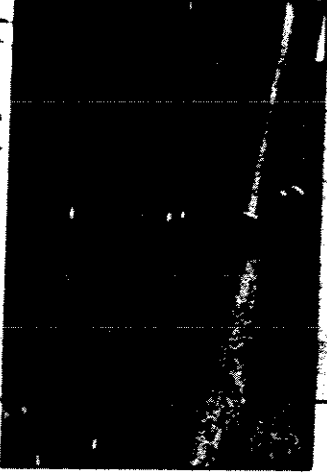


SPORT COURT

Multiple games on one court.
Basketball, Tennis, Volleyball, inline
Skating, and Hockey all on one court.



PUTTING GREENS



Practice your putting at home.
Develop your skills on the backyard
to perfect your score on the green.



Water Garden

PLAY STRUCTURES



Non-Wood & Maintenance free!
Play structures designed for creative
play and fun.

Landscape Design, Recreation Equipment
Prairie Restoration and Wetland Mitigation

COUNCIL LETTER 120307-IVH2

COUNCILOR ED ROSKOSKI

M. P. C. A. ARTICLE

DATE: November 28, 2007

FROM: Councilor Ed Roskoski

Craig J. Wainio
City Administrator

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

Attached is a page from the Fall 2007 Minnesota Pollution Control Agency quarterly publication. What will Mountain Iron be doing since we signed the Global Warming Agreement?

U.S. mayors bring global warming fight home

On February 16, 2005, the same day that 141 countries (but not the U.S.) finally joined the Kyoto Protocol, 141 U.S. mayors signed a letter of agreement to reduce global-warming-causing emissions in their own cities to the level recommended for the United States in the Kyoto treaty.

Nine U.S. mayors, including Minneapolis mayor R.T. Rybak, urged other cities to sign this grassroots agreement. Today, 600 U.S. cities have agreed that, by 2012, they will reduce their cities' emissions to seven percent lower than 1990 levels.

The rapidly growing support from mayors is significant, because more than two-thirds of the American population currently lives in cities.

"We're proud to have 600 mayors from all 50 states sign this agreement, but we won't stop until every U.S. mayor has joined the fight to protect our climate," said U.S. Conference of Mayors President Trenton (New Jersey) Mayor Douglas H. Palmer.

In the U.S. Mayors Climate Protection Agreement, participating cities agree to:

1. Inventory global warming emissions in city operations and in the community, set reduction targets and create an action plan
2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities
3. Encourage biking, commute-trip reduction programs, incentives for car pooling and public transit
4. Increase the use of clean, alternative energy by, for example, advocating for the development of renewable energy

resources, recovering landfill methane for energy production, and supporting waste-to-energy technology

5. Make energy efficiency a priority through building code improvements, installing energy-efficient lighting in city facilities and urging employees to conserve energy
6. Purchase only Energy Star equipment and appliances for city use
7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED* program or a similar system
8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to biodiesel
9. Evaluate opportunities to increase pump efficiency in water and wastewater systems and recover wastewater treatment methane for energy production
10. Increase recycling rates
11. Maintain healthy urban forests to increase shade and absorb CO₂
12. Educate the public about reducing their own contributions to global warming

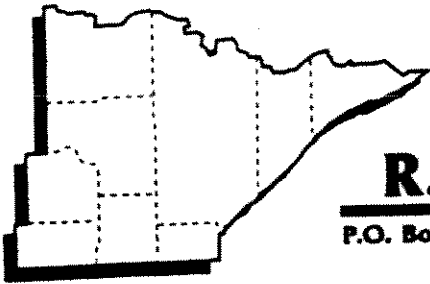
To view a list of all signatories to the U.S. Conference of Mayors Climate Protection Agreement, visit <http://usmayors.org/climateprotection>.

For Minnesota mayors who signed the agreement, see box at right.

— Daniel McLean

*Leadership in Energy and Environmental Design

Minnesota mayors who signed the global warming agreement include



One Range...One Voice

Range Association of Municipalities and Schools

P.O. Box 705, Buhl, MN 55713

PHONE (218) 258-3216

FAX (218) 258-3217

TO: RAMS Members
FROM: Ron Dicklich, Executive Director *rd*
DATE: November 28, 2007
SUBJECT: 2008 And Upcoming Legislative Session

It is hard to believe that another year has gone by already. The Taconite Relief Area is poised for an economic comeback that no one thought possible or feasible a few years ago. It has been enjoyable being in the middle of all the potential development and having RAMS play a role in making it all happen.

Of course, as always, none of this would have been possible without your support. I want to thank all of you for your help in making RAMS a player in this exciting environment. As we look to potential steel plants, non-ferrous projects, power plant and spin-off developments, we still have to follow through to assure that these projects take place. Important steps like the Bonding Bill and the Tax Bill that the Governor vetoed have to happen for these and other developments if our cites are to meet the challenges ahead.

The Legislature gave back the Taconite Offset, passed some money for Education, and restored LGA. It was all vetoed. We will be back with those issues and more in our continuing efforts to promote the Taconite Relief Area.

Please join us again! Without your support the positive developments and our potential growth would not take place.

Thank you.



Saint Louis County

Assessor's Department • 100 N 5th Ave West, RM 212 • Duluth, MN 55802
(218)726-2304 • Long Distance in St. Louis County (800)450-9777
Website: www.co.st-louis.mn.us/AssessorsOfficeNew/assessor.html

Melvin W. Hintz, Jr.
County Assessor

David L. Sipila
Assistant County Assessor

Memo

To: Members of Local Boards of Appeal and Equalization
Members of County Board of Appeal and Equalization

From: Mel Hintz *Mel*
St. Louis County Assessor

Subject: Training Opportunity - Local Board of Appeal & Equalization

Date: November 15, 2007

Legislation enacted in the 2003 session requires that, at each meeting of a Local Board of Appeal and Equalization (beginning with the 2006 local boards), there be at least one voting member who has, within the last four years, attended an appeals and equalization course developed or approved by the Commissioner of Revenue.

While the law only requires that one voting board member attend the appeals and equalization course within the last four years, the Department of Revenue recommends that additional board members attend the training. It is important to note that the member who attended the training session must be present at the Local Board of Appeal and Equalization meeting. If that member fails to attend the meeting due to illness or other circumstances, the board is deemed to have transferred its Local Board of Appeal and Equalization duties to the county. Having more than one board member attend the course can eliminate situations in which unforeseen circumstances result in a failure to comply with the training requirement.

TRAINING IN ST. LOUIS COUNTY

To be certain that you have a local opportunity to attend a training session that will satisfy this statutory requirement, the St. Louis County Assessor's Office is partnering with the Minnesota Department of Revenue to make this

✓ 100 North 5th Avenue West
Courthouse, Room 212
Duluth, Minnesota 55802-1291
(218)726-2304

☐ 118 South 4th Avenue East
Government Services Center-Room 3
Ely, Minnesota 55731-1402
(218)365-8206

☐ 102 US Bank Place
230 1st Street South
Virginia, Minnesota 55792-2666
(218)749-7147

71

An Equal Opportunity Employer

training available here in St. Louis County. This is the same training that has been offered in the past, if you have already attended you need not come again, but you are welcome if you'd like a refresher. The training is scheduled as follows:

Wednesday, January 23, 2008
9:00 AM to Noon
Cotton Town Hall

To insure sufficient space to conduct this course, please confirm your attendance by contacting Annie at the St. Louis County Assessor's Office at (218) 726-2304 no later than January 16, 2008. There is no charge for this training session.

The Minnesota Association of Townships also offers approved training. It can be substituted for the training offered by the St. Louis County Assessor's Office.

Attached is the list of all local board officials that we have record of attending the training in the past four years.

LOCAL BOARD OF APPEAL & EQUALIZATION TRAINING LIST

(Updated 3/30/07)

Last Name	First Name	City/Twp	Date
Bonnette	Geraldine	Alango	7/29/2004
Erickson	Nancy	Alango	7/28/2006
Dahlman	Rex	Albion	2/23/2005
Klassen	Greta	Albion	7/28/2006
Larson	Dale	Albion	2/23/2005
Eller	Patrick	Alden	2/23/2005
Wagner	Sandra	Alden	2/23/2005
Bergman	Joanne	Angora	7/28/2005
Kahn	Thomas	Angora	2/24/2005
Casper	Troy	Arrowhead	2/24/2005
Willeck	Randall	Arrowhead	2/23/2005
Anderson	David	Ault	2/23/2005
Robison	James	Ault	2/23/2005
Sakry	Clifford	Ault	2/24/2005
Ojala	William	Aurora	2/24/2005
Schotzko	Tammy	Aurora	1/17/2007
Smolich	Scott	Aurora	1/17/2007
Marinero	Debbie	Babbitt	1/17/2007
Norregaard	Bernice	Babbitt	1/19/2006
Pierron	George	Babbitt	2/24/2005
Fena	Gerald	Balkan	1/17/2007
Palmquist	Gerald J.	Balkan	7/29/2004
Strgar	Brad	Balkan	7/28/2005
Shells	Roberta	Bassett	1/19/2006
Westman	Scott	Bassett	2/23/2005
Helja	Jedson	Beatty	2/24/2005
Hively	Catherine	Beatty	2/24/2005
McDermott	Patrick	Beatty	2/24/2005
Woods	Michelle	Biwabik City	2/24/2005
Haufala	Walter	Biwabik Twp	2/23/2005
Huhta	Jack	Biwabik Twp	2/24/2005
Praznik	William	Biwabik Twp	2/23/2005
McPeak	Rhoderick	Bretlung	2/24/2005
Rones	Conrad	Bretlung	1/19/2006
Tekautz	Charles	Bretlung	1/17/2007
Ferrell	Carey	Brevator	2/23/2005
Kokkonen	Kal	Brevator	1/17/2007
Graves	Wayne	Brookston	2/23/2005
Primeau	Chris	Buhl	2/24/2005
Pufford	Craig	Buhl	2/24/2005
Givens	Paul	Camp 5	7/28/2005
Koch	Steve	Camp 5	7/28/2006
Melgeorge	Ted	Camp 5	7/29/2004
Anderson	Alan B.	Canosa	7/29/2004
Orman	Carmen A.	Canosa	7/29/2004
Dahl	David	Cedar Valley	7/28/2005
Goebel	Bernard J.	Cedar Valley	7/29/2004
Hinkkanen	Cindy J.	Cedar Valley	7/29/2004
Erickson	Gordon	Cherry	1/17/2007
Leslie	David	Cherry	1/17/2007
Pittman	Ronald	Cherry	1/17/2007
Alexander	Ronald	Chisholm	1/17/2007
Jugovich	Michael	Chisholm	1/17/2007
Mayty	Robert	Clinton	7/29/2004
Skoucis	Jeff	Clinton	7/29/2004
Hofsommer	Jim	Colvin	2/23/2005
Nesselrood	James	Colvin	1/19/2006
Eabloom	Dick	Cook	2/24/2005
Hollanitsch	Karen	Cook	1/17/2007
Johnston	Harold	Cook	2/24/2005
Nelson	Terry	Cotton	1/19/2006
Olsen	Dennis	Cotton	7/29/2004
Triebwasser	Arnold	Cotton	7/28/2006
Andersen	Mark	Crane Lake	7/29/2004

Last Name	First Name	City/Twp	Date
Eggen	Arthur	Crane Lake	7/28/2006
Pohiman	Jerry	Crane Lake	11/19/2004
Elmore	Arthur	Culver	7/28/2006
Engen	Ermer R.	Culver	7/29/2004
Klein	Theodore	Culver	7/28/2005
Anderson	Wendy	Duluth	7/28/2005
Cook	Jeffrey	Duluth	2/23/2005
Sundstrom	George	Duluth	2/23/2005
Tanner	Danny	Duluth	7/28/2005
Floyd	Richard	Eagles Nest	1/19/2006
Humay	Daniel	Eagles Nest	7/28/2005
Stellmach	Doug	Eagles Nest	7/28/2006
Cavanaugh	Kevin A	Ellsburg	7/29/2004
Fulcher	Keith	Ellsburg	7/29/2004
Krog	Jon	Ellsburg	11/18/2005
Gothard	Gerald	Elmer	2/23/2005
Svoboda	Phil	Elmer	1/19/2006
Tumboom	Jerry	Elmer	1/17/2007
Przybylski	Daniel	Ely	1/19/2006
Skraba	Roger	Ely	1/19/2006
Zupac	Mark	Ely	1/19/2006
Ferran	David	Embarrass	1/17/2007
Fowler	Roland	Embarrass	1/19/2006
O'Farrell	Wally	Embarrass	1/17/2007
Hendrickson	Lyle	Eveleth	2/24/2005
Kokkonen	Joe	Eveleth	1/19/2006
Matos	Bill	Eveleth	1/17/2007
Curphy	Jack	Fairbanks	7/29/2004
Thompson	Pamela	Fairbanks	1/19/2006
Tyo	Scott	Fairbanks	7/28/2005
Bekko	Ronald	Fayal	2/23/2005
Branville	Lee	Fayal	2/24/2005
Krieffel	Steven J	Fayal	7/29/2004
Stewart	Joseph	Fayal	1/17/2007
Pernu	James	Fayal	2/24/2005
Aho	Keith	Field	7/29/2004
Chapman	Thomas	Field	7/28/2005
Hill	Roger	Fine Lakes	1/17/2007
Kinnear	William	Fine Lakes	7/28/2006
Murphy	Michael	Fine Lakes	1/19/2006
Readel	Eugene	Fine Lakes	2/23/2005
Stunkart	Alfred	Fine Lakes	2/23/2005
Juusola	Dennis	Floodwood Twp	2/23/2005
Schminski	James	Floodwood Twp	2/23/2005
Johnson	Alice	Floodwood/City	1/19/2006
Tahja	Jessica	Floodwood/City	1/19/2006
Adams	Gordon	Frederberg	7/29/2004
Blk	Jeff	Frederberg	1/17/2007
Hellesvig	David	Frederberg	1/19/2006
Capitani	Gene	French	7/29/2004
Schuster	Bill	French	7/29/2004
Garrity	Robert	Gilbert	2/24/2005
Kutsi	Robert	Gilbert	1/17/2007
Omersa	Karri	Gilbert	2/24/2005
Budd	Frank	Gnesen	2/23/2005
Frankowiak	George	Gnesen	7/28/2005
Juten	Donald	Gnesen	7/28/2005
Anderson	Dwayne	Grand Lake	2/23/2005
Pufford	Scott	Great Scott	1/19/2006
Sellers	Herb	Great Scott	1/17/2007
Wahlberg	Judy	Great Scott	1/17/2007
Behoffer	Byron	Greenwood	1/17/2007
Bloczynski	Paula	Greenwood	2/23/2005
Salo	Michael	Greenwood	1/17/2007

Last Name	First Name	City/Twp	Date
Snyder	Walter	Greenwood	2/23/2005
Worringer	Mary	Greenwood	7/28/2006
Clark	Ailyn	Halden	7/29/2004
Hill	Roger W.	Halden	7/29/2004
Lace	Karen	Halden	7/28/2006
Boucher	Wayne	Hermantown	2/23/2005
Koski	Darlene	Hermantown	2/23/2005
MacDonald	Keith	Hermantown	2/23/2005
Bigelow	Frank	Hibbing	2/23/2005
Hartonen	Timothy	Hibbing	1/19/2006
Young	Jeffrey	Hibbing(voting clerk)	1/19/2006
Pospeck	Mariene	Hoyt Lakes	1/17/2007
Ross	Robert	Hoyt Lakes	1/17/2007
Rudolph	Arnold	Hoyt Lakes	2/24/2005
Zins	David	Hoyt Lakes	2/24/2005
Davis	Duane J	Industrial	7/28/2006
Koster	Phillip	Iron Junction	1/19/2006
McGregor	Richard	Kabetogama	7/28/2005
Town	Edward	Kabetogama	7/28/2005
Jackson	Jan	Kelsey	2/23/2005
Kallberg	Clint	Kelsey	1/17/2007
Peterson	James	Kelsey	7/29/2004
Haley	Janet	Kinney (voting clerk)	1/17/2007
Stillwell	Mike	Kinney	2/24/2005
Wavernack	Debra	Kinney	1/17/2007
Brandt	Jack	Kugler	7/28/2005
Carlson	Warren	Kugler	2/24/2005
Morley	Patti	Kugler	7/28/2005
Campbell	Charles	Lakewood	7/28/2006
Larson	Diane	Lakewood	7/29/2004
Musick	Timothy	Lakewood	7/28/2005
Hill	David	Lavell	2/23/2005
Sarrf	James	Lavell	7/28/2006
Severson	Calvin N.	Lavell	7/29/2004
Stake	Wesley	Lavell	7/28/2005
Tinker	Warren	Lavell	7/28/2006
Whitt	Harold T	Lavell	7/29/2004
Christensen	Phil	Leiding	1/19/2006
Glowacki	Peter D	Leiding	7/29/2004
Mafuri	Elsie	Leiding	1/19/2006
Medved	Paula	Leonidas	1/17/2007
Milton	JoAnne	Leonidas (voting clerk)	2/24/2005
Trach	David	Leonidas	1/17/2007
Ritter	Ronald	Linden Grove	2/24/2005
Ojanen	Lisa	Linden Grove	1/17/2007
Fisher	Jim	McDavitt	7/29/2004
Hancock	John	McDavitt	7/29/2004
Mickelson	Keith	McDavitt	2/24/2005
Karasek	Mary	Meadowlands/C	2/23/2005
Kalenda	Dekano	Meadowlands/C	2/23/2005
Kucera	Steve	Meadowlands/T	1/19/2006
Pruchomme	Charles	Meadowlands/T	1/19/2006
Robison	Barbara	Meadowlands/T	7/29/2004
Aird	James E	Midway	7/28/2006
Eide	Earl E	Midway	7/28/2006
Taylor	Margaret D	Midway	7/28/2006
Kareis	Ron	Morcom	1/17/2007
Sandberg	Leon	Morcum	7/28/2006
Berrini	Robert	Morse	7/28/2005
Cersine	Leonard	Morse	7/28/2005
Irish	Dale	Mt. Iron	2/24/2005
Skalko	Gary	Mt. Iron	1/17/2007
Maly	Craig	Ness	2/23/2005
Ralidak	Shannon	Ness	1/17/2007
Johnson	Kurtis	New Independ.	1/19/2006
Olson	Bernard L	New Independ.	7/28/2006
Johnson	Daniel	Normanna	7/29/2004

Last Name	First Name	City/Twp	Date
Stromgren	Marcia	Normanna	7/29/2004
Dillon	Dick	North Star	7/28/2006
Fleischmann	Robert	North Star	7/29/2004
Pogel	William	North Star	7/28/2006
Larson	Chester	Northland	2/23/2005
Kakoski	Doran	Orr	2/24/2005
Pattenn	Brae	Orr	2/24/2005
Refsdahl	Wally	Owens	2/24/2005
Freeman	Mark	Pequaywan	2/24/2005
Fry	Richard	Pequaywan	2/24/2005
Landstrom	Brian	Pequaywan	2/24/2005
Johnson	Craig	Pike	1/17/2007
Langowski	Harold	Pike	2/24/2005
Rasmussen	Darwin	Pike	1/17/2007
Hoffman	Daniel	Portage	7/28/2005
Abel	Jan	Prairie Lake	2/23/2005
Collson	Dale	Prairie Lake	2/23/2005
Finnia	Donna	Prairie Lake	2/23/2005
Anderson	Stephen	Proctor	1/17/2007
Benson	Jake	Proctor	2/23/2005
Brenna	David	Proctor	1/17/2007
Foschi	John	Proctor	2/23/2005
Kieren	Richard	Proctor	2/23/2005
Andrews	Gregory P.	Rice Lake	7/29/2004
Bachke	Jeff	Rice Lake	1/17/2007
Haugen	Gregory K.	Rice Lake	7/29/2004
Jordahl	Wayne	Rice Lake	7/29/2004
Werner	John	Rice Lake	7/28/2005
Aho	Douglas	Sandy	1/17/2007
Stauty	Don	Sandy	7/28/2005
Gajewski	Ronald	Solway	7/28/2006
Stromlund	Claire	Solway	7/28/2006
Welsh	Scott	Solway	7/28/2006
Neufeld	Sharon	Stoney Brook	2/23/2005
Vukovich	Richard	Stoney Brook	7/28/2006
Cheney	Chris	Sturgeon	2/24/2005
Heinonen	Lorrie	Sturgeon	2/24/2005
Peterson	Donald	Sturgeon	2/24/2005
Mark	Mark	Tolvola	7/28/2006
Nault	Terese	Tolvola	1/19/2006
Van Duker	Steve M.	Tolvola	7/29/2004
Zancauske	Jerry	Tolvola	7/28/2006
Abrahamson	Stephen	Tower	1/19/2006
Brotten	Daniel	Tower	1/19/2006
Davidson	Beverly	Van Buren	1/19/2006
Fagre	Earl	Van Buren	2/23/2005
Moline	Albert	VanBuren	7/29/2004
Heikkila	John	Vermilion Lake	2/24/2005
Hujanen	Leonard	Vermilion Lake	1/19/2006
Nielcen	Jim	Vermilion Lake	2/24/2005
Gentilini	Carolyn	Virginia	2/24/2005
Lind	Carma	Virginia	1/17/2007
Politano	Barbara	Virginia	2/24/2005
Meffler	Bernie	Waasa	1/17/2007
Sherrer	Therese	Waasa	7/28/2005
Babcock	Lynn	White	1/17/2007
Kauppi	Jon	White	2/23/2005
Fink	Thomas A.	Willow Valley	7/29/2004
Lindell	Jeffrey	Willow Valley	1/19/2006
Lohn	Lewis	Willow Valley	2/24/2005
Udovich	David	Willow Valley	1/19/2006
Nicholson	Anders	Winton	1/17/2007
Tessier	Lee	Winton	2/24/2005
Burja	Mark	Wuori	7/28/2005
Heitala	Francis	Wuori	11/19/2004

*** * * * ***

ACTION ALERT!

Plan ahead for training! Elected Officials, Administration,
Staff, Insurance Agents

**MARK YOUR CALENDAR NOW!
PUT IT ON YOUR NEXT AGENDA!**

JANUARY

***Newly Elected Officials CONFERENCE**

Fri. & Sat., Jan. 18, 19 – Bloomington, Hotel Sofitel

***Experienced City Officials CONFERENCE**

Fri. & Sat., Jan. 18, 19 – Bloomington, Hotel Sofitel

FEBRUARY

***Experienced City Officials CONFERENCE**

Fri. & Sat., Feb. 8, 9 – Nisswa, Grandview Lodge

APRIL

***Joint Legislative CONFERENCE w/AMC & MSBA**

Weds. & Thurs., April 9, 10, St. Paul, Crowne Plaza Hotel

MAY

***Minn. Mayors Association Annual CONFERENCE**

Fri. & Sat., May 2, 3, Alexandria, Arrowwood

JUNE

***LMC ANNUAL CONFERENCE**

Weds.-Fri., June 11-13, Rochester, Mayo Civic Center

Information on these upcoming conferences: www.lmc.org
or call Ambassador Lolita Schnitzius, (218) 365-6571.

November 21, 2007

City of Mt. Iron
Mr. Larry Nanti
Director of Parks and Recreation
8586 Enterprise Drive South
Mt. Iron, Minnesota 55768

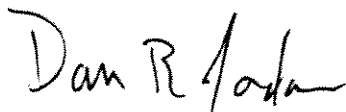
Dear Mr. Nanti:

You submitted a request for a 2008 fiscal year Mineland Reclamation Program funded project and unfortunately, I must inform you that the Historic Baldwin Locomotive Repair Project was not selected for funding. Every year we receive more requests than we have funds available to disburse and this year was no exception. We received more than \$1.5 million in requests and could only fund \$500,000 the requests.

We appreciate the time and effort you spent responding to our solicitation for projects and would encourage you to do so in the future. This letter is being sent to you now so that I can included a copy of our recently approved Innovation Grant Guidelines. This program was established to promote and encourage implementation of Laurentian Vision Partnership concepts. If you have a project that can be developed and implemented with a mining company, I would encourage you to review the enclosed guidelines for more details. The guidelines state that, "Iron Range Resources accepts applications for the Innovation Grant Program on an on-going basis throughout the year." Applications are reviewed quarterly and the next review deadline is January 16 for review on January 23, 2008.

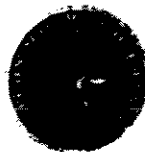
I anticipate that the Mining, Mineral Development, and Reclamation budget allocation for the next fiscal year will be similar to this year's. Therefore, you may wish to begin developing a project for submission next year. If you have a potential project and want to discuss it with a staff member to get some input or assistance, please feel free to contact me.

Sincerely,



DANIEL R. JORDAN
Mining and Mineral Program Supervisor

DRJ:s





*Bill Jensen
Regional Vice President*

Via Certified Mail

November 20, 2007

City of Mountain Iron
Craig Wainio, City Administrator
8586 Enterprise Drive S
Mountain Iron, MN 55768

Dear Mountain Iron Community Official:

The world of television is changing, and Mediacom is prepared to lead the way. The Leichtman Research Group recently announced that nearly 30% of U.S. households own at least one high-definition television (HDTV) set. This number is double the HDTV penetration of just two years ago, and will soar even higher following the upcoming holiday shopping season.

High-definition products are the future of television. At Mediacom, we are committed to offering our customers the best HDTV options available in the marketplace. So beginning in January 2008, Mediacom's HDTV channel lineup will undergo a major overhaul.

The most significant change that we will undertake is the strengthening of our high-definition channel lineup which is available to our Family Cable subscribers.¹ We will begin by transitioning some very popular high-definition networks from the Mediacom HD Pak to our Family Cable Package. Family Cable will now include ESPN-HD and ESPN2-HD, which means Mediacom customers will no longer be required to subscribe to the Mediacom HD Pak in order to receive these channels. Also, we plan on announcing the addition of several other high-definition channels to Family Cable in the coming months. All of this new content will be joined with the growing list of local broadcast stations that we already offer in high-definition as part of the Family Cable Package.

In conjunction with the enhancements being made to Family Cable, Mediacom, on or about January 1st, 2008, will be making the following rate adjustments to its cable services:

	<u>Old Rate</u>	<u>New Rate</u>	<u>Increase</u>
Broadcast Basic	\$19.95	\$20.95	\$1.00
<u>Expanded Basic</u>	<u>\$32.00</u>	<u>\$34.00</u>	<u>\$2.00</u>
Family Cable	\$51.95	\$54.95	\$3.00
Mediacom HD Pak	\$9.95	\$6.95	(\$3.00)

¹ In order to view high-definition channels on Family Cable or Commercial Family Cable, Mediacom customers will be required to lease an HD converter box or cable card from Mediacom and have a high-definition television set.

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The rates for all of our other products and services will remain the same. These new rates will not be applicable to customers currently on promotional offers until such time as their promotions expire.

We're working hard to remain the #1 source for cable television, high-speed Internet and phone service in your community. Even though Mediacom is continually faced with rising programming and operating costs, we believe our customers are getting more value for their cable dollar than ever before. Especially, those customers taking advantage of the discounted pricing available when our cable service is bundled with our high-speed Internet and phone services.

In closing, let me emphasize how much we appreciate the opportunity to serve your community. If you have any questions, please contact me directly at (507) 837-4860 or via email at bjensen@mediacomcc.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Jensen', with a long horizontal flourish extending to the right.

Bill Jensen

COUNCIL LETTER 120307-IX

COUNCILOR ED ROSKOSKI

CLOSED SESSION

DATE: November 28, 2007
FROM: Councilor Ed Roskoski
Craig J. Wainio
City Administrator

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

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

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