



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, NOVEMBER 6, 2017

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

MINUTES
MOUNTAIN IRON CITY COUNCIL
October 16, 2017

Mayor Skalko called the City Council meeting to order at 6:32p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Steve Skogman, Susan Tuomela, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Bryan Lindsey, City Attorney; Rhonda McConnell, Secretary, Sally Yuccas, Librarian Director/Special Events Director; Rod Flannigan, City Engineer; and SGT John Backman, Sheriff's Department.

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

1. Approve the minutes of the October 2, 2017, regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period October 1-15, 2017, totaling \$130,651.49 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period October 1-15, 2017, totaling \$366,000.73 (a list is attached and made a part of these minutes).

The motion carried.

Public Forum:

At 6:34 p.m. it was moved by Prebeg and seconded by Stanaway to recess the regular City Council meeting and convene the public forum hearing for Proposed Abatement. Motion carried unanimously.

- Public Hearing on Proposed Abatement.
EDA is requesting a proposed property tax abatement on the properties identified as tax parcel numbers 175-0071-01215. The Mountain Iron EDA has partnered with the IRRRB and American Bank to provide financing for the purchase of Virginia plastics located in the Merritt Industrial Park. Mr. Jim Zerban is purchasing the business from the Callister estate and plans to keep the business operational and in Mountain Iron. As part of the package, the EDA provided a \$50,000 loan to Virginia Plastics in order for the jobs to remain in Mountain Iron. In order to help secure a portion of the loan, the EDA is requesting a property tax abatement on the property.

At 6:39 p.m. it was moved by Prebeg and seconded by Stanaway to close the public forum hearing and reconvene the regular City Council meeting. Motion carried unanimously.

The Mayor reported on the following:

- Condolences to family of Bobby Kinter.
- Congratulations to Lisa Stevens on the birth of her baby boy.
- It was moved by Skogman and seconded by Tuomela to Proclaim October *Domestic Violence Awareness Month*. Motion carried.

The City Administrator reported on the following:

- It was moved by Stanaway and seconded by Prebeg to approve the recommendation that Scott Novak remain on staff as a permanent full-time employee at the expiration of his probationary period. The motion carried.
- It was moved by Prebeg and seconded by Skogman that the liquor and cigarette license applications for the period January 1, 2018 through December 31, 2018, 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 taxes, license fees, and utility charges:

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

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

Silver Creek Liquor Company, Inc.
DBA: Silver Creek Liquor
5489 Highway 7
Virginia (Mountain Iron), MN 55792

Off-Sale Intoxicating Liquor
Cigarette

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

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

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

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

Cigarette

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

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

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

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

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

Cigarette

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

On-Sale 3.2 Malt Beverage
Wine

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

On-Sale 3.2 Malt Beverage

Virginia, MN 55792

Wal-Mart Stores, Inc.
DBA: Walmart #4849
8580 Rock Ridge Drive
Mountain Iron, MN 55768

Off-Sale Intoxicating Liquor
Cigarette

- Opened quotes last Wednesday for a water line repair on Mud Lake Road. The quotes came in substantially higher than the budget was for the estimate. In discussion with Tim Satrang, and the City Engineer, it was decided to wait until spring and maybe get some better prices when we have a longer time frame. Tim Satrang stated that they would come up with a contingency plan in case something did happen before spring, and they'll work around that.

Director of Public Works:

- **Electrical Conduit Installation Quote**
It was moved by Prebeg and seconded by Stanaway to approve hiring of the work to be done by Gulbranson Excavating of the Installation of a Three Phase Power Walmart Substation in the amount of \$12,800.00. Motion carried on a roll call vote.
- Hydrant flushing is finished up for the year but one of the consequences of hydrant flushing is the possibility of having a water line break, which happened on Friday night. It was repaired on Saturday on Mud Lake Road. One of the things about hydrant flushing is that sometimes the weak areas tend to break, and its better they break now than in the middle of winter. Tim thanked the crew for putting in a rough day on Saturday.

Library Director/Special Events Coordinator:

- Total circulation of library materials for September, 2017 was 6,505 items.
- Total patron usage of the library for September, 2017 was 1,884 (1,298 adults and 486 youth)
- Last week the library had Teen Week. Donations were given by Perkins, Walmart, and the "Friends of the Library."
- Lorna Landvik, published author, will be speaking at the library on November 6th at 1 pm.
- Story time at the library continues every Tuesdays at 10 am. There is brand new furniture for the kids purchased by the Friends of the Library.
- Didgeridoo, a musical group from Down Under, will be performing on October 23rd at 1 pm at the library. 5th grade class from Merritt Elementary will be attending.
- Annual Halloween Carnival will be held on Sunday, October 29th at the Community Center.

Sheriff's Department:

- No formal or informal report
- Calendar parking begins November 1st until April 1st.

City Attorney:

- No formal report

City Engineer:

- No formal report

It was moved by Prebeg and seconded by Stanaway to approve the Resolution Number 29-17, the property tax abatement on the property, Virginia Plastics, at tax parcel numbers 175-0071-01215 in the amount of \$1,000 a year for a total of 10 years. The motion carried on a roll call vote.

The council reviewed the list of communications.

Liz Young, AEOA Homeless Program Supervisor, is requesting a donation for their program. They are holding a Pancake Feed event at the Community Center on November 24th and monies raised will be used directly towards funding their Homeless Shelters in Virginia and Hibbing. It was moved by Prebeg and seconded by Tuomela to authorize a donation of \$125.00 to the AEOA Homeless Shelter Program for the Pancake Feed from the Charitable Gambling Fund. The motion carried on a roll call vote.

The Jackie Plesha Medical Benefit Committee is requesting a donation for their fundraiser to be held at the Community Center on October 21st. Jackie, a long-time resident of the Iron Range, suffered from 2 ruptured brain aneurysms. It was moved by Prebeg and seconded by Skogman to authorize a donation of \$125.00 from the Charitable Gambling Fund. The motion carried on a roll call vote.

Announcements:

Stanaway wished congratulations to MIB grades 5 and 6 football team for winning the championship on Saturday for the second year in a row. They played a very good game against Cherry and winning that tournament. Congratulations to the boys and the coaching staff.

At 7:00 p.m., it was moved by Skalko and seconded by Skogman that the meeting be adjourned. The motion carried.

Submitted by:



Rhonda McConnell
Secretary
www.mtniron.com

Communications:

Received a thank you note from the Cook Area Garden Club for the use of our Community Center.

The League of Minnesota Cities shared a reminder that on-line registration closes on October 23rd to attend the 2017 Regional Meeting in Virginia on October 26th.

ReGen Board sent information about their “Be the Change Series” happening in October, along with an invitation to attend their events.

Biosolids Disposal Site Authority (BDSA) and Tri-cities Biosolids Disposal Authority (TCBDA) submitted a notice regarding their budget for 2018.

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	825.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	1,000.00
BUILDING RENTALS	NICHOLS HALL	101-36-6200-089	50.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	200.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	101-36-6200-091	26.67
CAMPGROUND RECEIPTS	FEES	101-36-6200-091	640.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	101-20803	19.20
CAMPGROUND RECEIPTS	PAVILION FEES	101-36-6200-091	110.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	55.32
CHARGE FOR SERVICES	WATER-CHARGE FOR SERVICES	601-36-1001-000	491.24
LICENSES	ANIMAL	101-32-2100-000	10.00
METER DEPOSITS	ELECTRIC	604-22000	650.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	20.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	101-21709	311.25
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	230-31-1010-000	50.75
MISCELLANEOUS	MISC. - GENERAL	101-37-7100-023	1.59
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	725.34
PERMITS	BUILDING	101-32-2100-000	122.00
PERMITS	VARIANCE	101-32-2100-000	150.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	378-36-1000-000	4,664.67
UTILITY	UTILITY	001-11105	120,528.46
Grand Totals:			<u>130,651.49</u>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/17	10/17/2017	150705	10056	A T & T MOBILITY	101-20200	1,758.23
10/17	10/17/2017	150706	1901023	AH STOCK MANUFACTURING CORPORATION	901-20200	2,854.34
10/17	10/17/2017	150707	1901020	ALBERT LIND	101-20200	100.00
10/17	10/17/2017	150708	10004	ALWAYS THERE STAFFING, INC.	101-20200	1,681.18
10/17	10/17/2017	150709	1901004	APG MEDIA OF MN	101-20200	18.75
10/17	10/17/2017	150710	20022	BENCHMARK ENGINEERING INC	101-20200	37,434.50
10/17	10/17/2017	150711	1901009	BLAIR RANDALL	604-20200	118.68
10/17	10/17/2017	150712	170001	CENTURY LINK	101-20200	674.89
10/17	10/17/2017	150713	1901001	CINDY YATES	101-20200	200.00
10/17	10/17/2017	150714	30082	CITY OF EVELETH	101-20200	246.90
10/17	10/17/2017	150715	220003	CITY OF VIRGINIA	604-20200	52,019.29
10/17	10/17/2017	150716	30093	COMMERCIAL REFRIG. SYSTEM INC.	101-20200	.00 V
10/17	10/17/2017	150717	1901024	CTC	101-20200	734.40
10/17	10/17/2017	150718	1901005	CW TECHNOLOGY	101-20200	576.31
10/17	10/17/2017	150719	291	DAWN POPPENHAGEN	101-20200	100.00
10/17	10/17/2017	150720	1901007	DENISE & CHRIS KLAKOSKI	604-20200	150.81
10/17	10/17/2017	150721	1901015	DIAMOND BARLUE	604-20200	320.58
10/17	10/17/2017	150722	40015	DULUTH NEWS TRIBUNE	101-20200	298.48
10/17	10/17/2017	150723	50048	ENERGY INSIGHT INC	604-20200	1,976.30
10/17	10/17/2017	150724	1901003	ERIC RHEIN	101-20200	200.00
10/17	10/17/2017	150725	1901022	EVELETH/MT IRON LIONS CLUB	101-20200	100.00
10/17	10/17/2017	150726	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	127.00
10/17	10/17/2017	150727	60029	FERGUSON ENTERPRISES INC	101-20200	369.15
10/17	10/17/2017	150728	1901019	FRANDSEN BANK & TRUST VISA	603-20200	6,118.62
10/17	10/17/2017	150729	70016	GOPHER STATE ONE CALL INC	604-20200	75.60
10/17	10/17/2017	150730	80022	HAWKINS INC	601-20200	1,214.94
10/17	10/17/2017	150731	80037	HOMETOWN MEDIA PARTNERS	601-20200	31.50
10/17	10/17/2017	150732	90003	INTERSTATE POWER SYSTEMS	101-20200	56.04
10/17	10/17/2017	150733	30033	J&J PIETRINI AUTOMOTIVE INC.	602-20200	118.99
10/17	10/17/2017	150734	100023	JIM'S CLEANING	101-20200	470.00
10/17	10/17/2017	150735	1901002	KATHY GRUENHAGEN	101-20200	200.00
10/17	10/17/2017	150736	1901000	KRISTI MCCARTY	101-20200	200.00
10/17	10/17/2017	150737	120006	L & M SUPPLY	101-20200	988.01
10/17	10/17/2017	150738	120002	LAWSON PRODUCTS INC	101-20200	381.98
10/17	10/17/2017	150739	1901011	MALLARY WHITE	604-20200	157.55
10/17	10/17/2017	150740	1901012	MELAURA PRIEST	604-20200	356.23
10/17	10/17/2017	150741	1901008	MILDRED BURGRAFF	604-20200	115.92
10/17	10/17/2017	150742	140026	MINNESOTA ENERGY RESOURCES	602-20200	732.66
10/17	10/17/2017	150743	130008	MINNESOTA MUNICIPAL UTILITIES	604-20200	3,162.50
10/17	10/17/2017	150744	130009	MINNESOTA POWER (ALLETE INC)	604-20200	92,163.13
10/17	10/17/2017	150745	130180	MINNESOTA TELECOMMUNICATIONS	604-20200	577.57
10/17	10/17/2017	150746	130015	MOUNTAIN IRON PUBLIC UTILITIES	603-20200	14,737.93
10/17	10/17/2017	150747	1901018	NORTH CENTRAL LABORATORIES	602-20200	1,332.79
10/17	10/17/2017	150748	140004	NORTHERN ENGINE & SUPPLY INC	602-20200	332.94
10/17	10/17/2017	150749	140072	NORTHERN STAR FOOD EQUIPMENT	101-20200	562.90
10/17	10/17/2017	150750	140056	NORTHLAND TRUST SERVICES INC	315-20200	62,000.00
10/17	10/17/2017	150751	40032	OFFICE OF MN.IT SERVICES	101-20200	454.22
10/17	10/17/2017	150752	160066	PACE ANALYTICAL SERVICES	602-20200	531.50
10/17	10/17/2017	150753	180008	RADKO IRON & SUPPLY INC	602-20200	391.43
10/17	10/17/2017	150754	180004	RANGE COOPERATIVES	101-20200	34.00
10/17	10/17/2017	150755	1901010	RICHARD & RACHEL DRAKE	604-20200	136.91
10/17	10/17/2017	150756	1901017	RILEY ANDERSON	604-20200	121.25
10/17	10/17/2017	150757	190045	SERVICE SOLUTIONS	101-20200	23.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
10/17	10/17/2017	150758	190002	ST LOUIS COUNTY AUDITOR	101-20200	.00	V
10/17	10/17/2017	150759	1152	ST LOUIS COUNTY PHHS	604-20200	352.07	
10/17	10/17/2017	150760	190080	ST LOUIS COUNTY RECORDER	101-20200	92.00	
10/17	10/17/2017	150761	200020	THE TRENTI LAW FIRM	101-20200	2,151.54	
10/17	10/17/2017	150762	210009	USA BLUE BOOK	602-20200	250.76	
10/17	10/17/2017	150763	1901013	VERONICA RICHARDS	604-20200	147.18	
10/17	10/17/2017	150764	220020	VISA OR AMERICAN BANK CC PMT	602-20200	2,561.10	
10/17	10/17/2017	150765	1123	WESCO DISTRIBUTION	604-20200	290.90	
10/17	10/17/2017	150766	1901016	WILLIAM & JULIE JOHNSON	604-20200	.00	V
10/17	10/17/2017	150767	240001	XEROX CORPORATION	101-20200	703.53	
Grand Totals:						296,148.98	

PP ending 10/6 - \$69,420.64
 Postage Service - \$ 431.11
 Total- \$366,000.73

COUNCIL LETTER 110617-IVA1

MAYOR SKALKO

APPOINTMENT

DATE: November 2, 2017

FROM: Gary Skalko
Mayor

Craig J. Wainio
City Administrator

Appoint Mr. Stephen Ericson to the Planning and Zoning Commission for a term to expire on December 31, 2019.



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

October 27, 2017
Mr. Craig Wainio, City Administrator
City of Mountain Iron
8586 South Enterprise Drive
Mountain Iron, MN 55768

Re: Nichols Wastewater Pond Decommissioning
City of Mountain Iron
Project No.: MI15-05

Dear Mr. Wainio;

Enclosed please find Pay Request No. 1 for the Nichols Wastewater Pond Decommissioning project in the amount of **\$171,165.92**, for approval at your next scheduled City Council meeting. This amount includes withholding 5% retainage on work completed to date. Please refer to the enclosed pay request breakdown for a summary of items completed.

Also, enclosed, please find Change Order No. 1. Change Order No. 1 includes placing class-5 for the temporary access road wetland crossing, removal of class-5 and restoration. This will be done in place of using swamp mats for the wetland crossing. This Change Order decreases the Contact Amount by **\$12,116.00**. If approved, please sign all three (3) copies of Change Order No. 1 and return all three (3) copies to our office.

Veit has also supplied a letter to inform the city on their intentions to suspend work until Spring 2018 due to unforeseen weather conditions. Benchmark is working with Veit to have the Primary Pond substantially completed by the end of May 2018. If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,
Benchmark Engineering, Inc.


Alan J. Johnson, P.E.

Project Engineer
Enclosure
Pc: Tim Horn, Veit Company

CHANGE ORDER

Order No. 1

Date: 10/27/2017

NAME OF PROJECT/PROJECT NO: Nichols Wastewater Pond Decommissioning MI15-05

OWNER: City of Mountain Iron

CONTRACTOR: Veit Company
1100 West Gary Street, Duluth, MN 55808

ENGINEER: Benchmark Engineering, Inc.

Reason for Change Order:

This change order is to replace the proposed swamp mat, that were intended to cross the wetlands located with in the temporary access road, with 12" of class-5 and geotextile fabric. This change order also includes restoration of the access road upon completion of the project. Restoration includes removal of the class-5 and geotextile fabric and seeding and mulching in the disturbed areas.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contract amount is decreased by **\$12,116.00**

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 593,330.84

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$ 593,330.84

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$ 12,116.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 581,214.84

Recommended by: 
Engineer (Authorized Signature)

11-1-17
Date:

Approved by: _____
Owner (Authorized Signature)

Date:

Accepted by: _____
Contractor (Authorized Signature)

Date:

RECOMMENDATION OF PAYMENTNo. 1

Owner's Project No.: _____

Engineer's Project No.: MI15-05Project: Reconstruction of Mountain Iron DriveCONTRACTOR: Veit Company, 1100 West Gary Street, Duluth, MN 55808For Period Ending: October 27, 2017

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 October 27, 2017By **STATEMENT OF WORK**

Original Contract Price	\$ <u>593,330.84</u>	Work & Materials to Date	\$ <u>180,174.65</u>
Net Change Orders	\$ <u>0.00</u>	Amount Retained (5%)	\$ <u>9,008.73</u>
Current Contract Price	\$ <u>593,330.84</u>	Subtotal	\$ <u>171,165.92</u>
		Previous Payments	\$ <u>0.00</u>
		Amount Due this Payment	\$ <u>171,165.92</u>



BENCHMARK
ENGINEERING, INC.

PAY REQUEST NO. 1
CITY OF MOUNTAIN IRON, MINNESOTA
PROJECT NO: M115-05
NICHOLS WASTEWATER POND DECOMMISSIONING
DATE: OCTOBER 27, 2017

VEIT COMPANIES DULUTH, MN									
SPEC. NO.	ITEM	UNITS	ESTIMATED QUANTS	UNIT COST	QUANTITY THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT		
2021.501	MOBILIZATION	LUMP SUM	1.0	\$37,875.00	0.50	0.50	\$18,937.50		
2101.511	CLEARING AND GRUBBING	LUMP SUM	1.0	\$23,245.00	0.80	0.80	\$18,596.00		
2104.501	REMOVE PIPE SEWER	LIN. FT.	1710.0	\$15.70		0.00	\$0.00		
2104.501	REMOVE VALVES	EACH	3.0	\$217.00	1.95	1.95	\$423.15		
2104.501	ABANDON PIPE IN PLACE	EACH	2.0	\$1,195.00		0.00	\$0.00		
2104.501	ABANDON MONITORING WELLS	EACH	4.0	\$1,693.00	4.00	4.00	\$6,772.00		
2104.507	REMOVE CONCRETE HEADWALL/PAD	EACH	4.0	\$1,204.00	2.00	2.00	\$2,408.00		
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	3.0	\$989.00	3.00	3.00	\$2,967.00		
2104.509	REMOVE CONCRETE OUTLET STRUCTURE	EACH	1.0	\$767.00		0.00	\$0.00		
2104.509	REMOVE LIFT STATION	EACH	1.0	\$2,852.00	1.00	1.00	\$2,852.00		
2105.501	COMMON EXCAVATION	CU. YD.	10014.0	\$6.00	4005.60	4005.60	\$24,033.60		
2105.503	SLUDGE EXCAVATION	CU. YD.	7215.6	\$11.50	2886.24	2886.24	\$33,191.76		
2105.535	SALVAGE TOPSOIL	CU. YD.	4265.2	\$7.75	1706.08	1706.08	\$13,222.12		
2105.601	DEWATERING	LUMP SUM	1.0	\$17,352.00	0.30	0.30	\$5,205.60		
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	890.7	\$1.50	890.70	890.70	\$1,336.05		
2105.604	GEOTEXTILE FABRIC TYPE IV	SQ. YD.	1346.2	\$1.80		0.00	\$0.00		
2221.503	AGGREGATE BASE (CV), CLASS 5	CU. YD.	198.9	\$34.30	198.90	198.90	\$6,822.27		
	SWAMP PADS	LIN. FT.	568.0	\$137.00	198.80	198.80	\$27,235.60		
2506.601	CONSTRUCT 200'X50' CLAY LINED SUMP	EACH	2.0	\$5,250.00	1.00	1.00	\$5,250.00		
2511.501	CLASS 2 FIELD STONE (SWALE CONSTRUCTION)	CU. YD.	673.1	\$34.80		0.00	\$0.00		
2563.601	TRAFFIC CONTROL	LUMP SUM	1.0	\$2,822.00	1.00	1.00	\$2,822.00		
2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN. FT.	7500.0	\$1.20	6750.00	6750.00	\$8,100.00		
2575.502	SEED, MIXTURE EMERGENT WETLAND	ACRE	19.1	\$3,704.00		0.00	\$0.00		
2575.502	SEED, MIXTURE WET MEADOW	ACRE	2.9	\$3,363.00		0.00	\$0.00		
2575.502	SEED, MIXTURE DRY PRAIRIE	ACRE	10.6	\$2,565.00		0.00	\$0.00		
2575.502	SEED, MIXTURE STORM WATER NORTHEAST	ACRE	0.3	\$3,850.00		0.00	\$0.00		
2575.523	EROSION CONTROL BLANKET, CAT. 3	SQ. YD.	244.9	\$3.50		0.00	\$0.00		
2575.525	TURF REINFORCEMENT MAT, CAT. 3	SQ. YD.	244.9	\$9.70		0.00	\$0.00		
2575.555	TURF ESTABLISHMENT	LUMP SUM	1.0	\$15,959.00		0.00	\$0.00		
2575.555	VEGETATIVE MAINTENANCE 2018	LUMP SUM	1.0	\$14,250.00		0.00	\$0.00		
2575.555	VEGETATIVE MAINTENANCE 2019	LUMP SUM	1.0	\$14,250.00		0.00	\$0.00		

BASE BID: \$593,330.84
COMPLETED TO DATE: \$180,174.65
LESS RETAINAGE: (\$97,008.73)
SUBTOTAL PAY REQUEST #1: \$171,165.92
LESS PREVIOUS PAYMENTS: \$0.00
TOTAL PAY REQUEST #1: \$171,165.92

Alan J. Johnson

BENCHMARK ENGINEERING, INC.

Brandon Bonderson

From: "Alan Johnson" <alan@bm-eng.com>
Date: Monday, October 30, 2017 10:57 AM
To: <brandon@bm-eng.com>
Subject: Fw: Nichols Waste Water

----- Original Message -----

From: Tim Horn
To: Alan Johnson
Cc: Steve Collins
Sent: Monday, October 30, 2017 7:11 AM
Subject: Nichols Waste Water

Good morning Alan. As per our conversation. Veit is in the process of demobilizing from the Nichols waste water site due to unworkable conditions caused by unforeseen weather that caused a significant amount of moisture. With the cold temperatures among us the drying process which is needed to complete the phase one portion of the project has passed. In return Veit will mobilize to the site in the spring of 2018 to complete the project. Equipment will be mobilized prior to road restrictions and work will begin when the spring thaw is complete. The clay line sump is completed and minor grading and seeding will be completed when work begins in the spring prior to moving to pond two.

Please feel free to call with questions.

Thank You,



Tim Horn
Project Manager/Estimator

Direct: 218-626-4875
Cell: 218-348-8226
Fax: 218-626-4874
VeitUSA.com



Virus-free. www.avast.com



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 1 2017

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

Re: Woodland Estates Residential Development Phase 1
City of Mountain Iron
Project No.: MEDA15-02

Dear Mr. Wainio;

Enclosed please find Pay Request No.7 for Woodland Estates Residential Development Phase 1 project in the amount of **\$8,075.00**, for approval at your next scheduled City Council meeting. This amount includes withholding 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.

Alan J. Johnson, P.E.
Project Engineer

Enclosure

Pc: Mr. Matt Jamnick, Mesabi Bituminous, Inc.

RECOMMENDATION OF PAYMENTNo. 7

Owner's Project No.: _____

Engineer's Project No.: MEDA15-02Project: Woodland Estates Residential Development Phase 1CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741For Period Ending: November 1, 2017

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 1, 2017By **STATEMENT OF WORK**

Original Contract Price	\$ <u>723,876.75</u>	Work & Materials to Date	\$ <u>667,437.77</u>
Net Change Orders	\$ _____	Amount Retained (5%)	\$ <u>33,371.89</u>
Current Contract Price	\$ <u>723,876.75</u>	Subtotal	\$ <u>634,065.88</u>
		Previous Payments	\$ <u>625,990.88</u>
		Amount Due this Payment	\$ <u>8,075.00</u>



Pay Request No. 7
WOODLAND ESTATES RESIDENTIAL DEVELOPMENT PHASE 1
CITY OF MOUNTAIN IRON, MINNESOTA
PROJECT NO: MEDA15-02

DATE: 11/1/2017

				CONTRACTOR: MESABI BITUMINOUS, INC.				
SPEC. NO.	ITEM	UNITS	EST. QUANTS	UNIT COST	QUANTITY THIS PERIOD	QUANTITY LAST PERIOD	QUANTITY TO DATE	TOTAL AMOUNT
2021.5	MOBILIZATION	LUMP SUM	1.0	\$57,500.00		0.08	1.00	\$57,500.00
2101.511	GRUBBING	LUMP SUM	1.0	\$8,400.00			1.00	\$8,400.00
2104.5	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	215.0	\$3.00			33.33	\$99.99
2104.5	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN. FT.	300.0	\$2.50			60.00	\$150.00
2105.5	COMMON EXCAVATION	CU. YD.	6806.0	\$7.90			5665.00	\$44,753.50
2105.5	ROCK EXCAVATION	CU. YD.	150.0	\$30.00			0.00	\$0.00
2105.5	GRAANULAR BORROW (CV)	CU. YD.	1250.0	\$10.75			0.00	\$0.00
2105.5	SELECT GRANULAR BORROW (CV)	CU. YD.	1829.0	\$10.75			1883.00	\$20,027.25
2105.5	TOPSOIL BORROW (LV)	CU. YD.	1635.0	\$9.00			1635.00	\$14,715.00
2105.6	GEOTEXTILE FABRIC TYPE V	SQ. YD.	5486.0	\$1.25			5536.00	\$6,920.00
2211.5	AGG. BASE CL. 3 (CV)	CU. YD.	1361.0	\$18.00		321	1390.00	\$25,020.00
2360.5	TYPE 8.5 WEARING COURSE MIXTURE (2,B)	TON	760.0	\$55.00		441	466.80	\$25,674.00
2380.5	TYPE 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	483.0	\$52.00		525	582.90	\$30,910.80
2380.5	TYPE 12.5 NON WEARING COURSE MIXTURE (2,B) TRAIL	TON	101.0	\$40.00			0.00	\$0.00
2451.5	COURSE AGG. FILTER ROCK (CV)	CU. YD.	100.0	\$25.00			0.00	\$0.00
2501.5	12" RC PIPE APRON	EACH	9.0	\$500.00			5.00	\$2,500.00
2501.5	15" RC PIPE APRON	EACH	2.0	\$1,050.00			2.00	\$1,050.00
2501.5	18" RC PIPE APRON	EACH	1.0	\$700.00			1.00	\$700.00
2502.5	4" PRECAST CONCRETE HEADWALL	EACH	2.0	\$200.00			0.00	\$0.00
2502.5	4" PERFORATED P.E. PIPE DRAIN	LIN. FT.	2717.0	\$5.50			2717.00	\$14,943.50
2503.5	4" PVC PIPE SEWER (LOT SERVICE) SDR 35	LIN. FT.	442.0	\$30.00			457.00	\$13,710.00
2503.5	8" PVC PIPE SEWER SDR 35	LIN. FT.	1490.0	\$39.00			1299.69	\$50,687.91
2503.5	12" RC PIPE SEWER DES. 3006	LIN. FT.	267.0	\$40.00			331.00	\$13,240.00
2503.5	15" RC PIPE SEWER DES. 3006	LIN. FT.	273.0	\$43.00			294.00	\$12,642.00
2503.5	18" RC PIPE SEWER DES. 3006	LIN. FT.	10.0	\$40.00			10.00	\$400.00
2503.6	8" x 4" PVC WYE	EACH	15.0	\$100.00			16.00	\$1,600.00
2503.6	CONNECT TO EXISTING MANHOLES (SAN)	EACH	1.0	\$500.00			1.00	\$500.00
2503.6	4" HDPE FORCEMAIN - SDR 17	LIN. FT.	\$95.0	\$25.00			595.00	\$14,875.00
2503.6	TRACER WIRE ACCESS BOX	EACH	15.0	\$50.00			17.00	\$850.00
2503.6	DIRECTIONALLY DRILL 8" HDPE SEWER- SDR 17	LIN. FT.	70.0	\$172.00			80.00	\$12,040.00
2504.6	HYDRANT	EACH	2.0	\$4,000.00			3.00	\$12,000.00
2504.6	8" GATE VALVE & BOX	EACH	2.0	\$2,700.00			3.00	\$8,100.00
2504.6	8" GATE VALVE & BOX	EACH	4.0	\$2,000.00			4.00	\$8,000.00
2504.6	75" CORPORATION STOP	EACH	15.0	\$200.00			15.00	\$3,000.00
2504.6	75" CURB STOP & BOX	EACH	15.0	\$250.00			15.00	\$3,750.00
2504.6	75" TYPE K COPPER PIPE	LIN. FT.	442.0	\$25.00			482.00	\$12,050.00
2504.6	CONNECT TO EXISTING WATERMAIN	EACH	1.0	\$1,000.00			1.00	\$1,000.00
2504.6	6" WATER MAIN DI CL. 52	LIN. FT.	26.0	\$50.00			10.00	\$500.00
2504.6	8" HDPE WATERMAIN	LIN. FT.	1327.0	\$29.00			1341.83	\$38,913.07
2504.6	8" HDPE MECHANICAL JOINT ADAPTER	EACH	16.0	\$180.00			16.00	\$2,880.00
2504.6	DUCTILE IRON FITTINGS	POUND	1640.0	\$4.00			240.00	\$960.00
2504.6	4" POLYSTYRENE INSULATION	SQ. YD.	100.0	\$30.00			10.80	\$324.00
2506.5	CONST. DRAINAGE STRUCTURE DES. G (MOD)	LIN. FT.	19.8	\$200.00			19.80	\$3,960.00
2506.5	CONST DRAINAGE STRUCTURE DES 48-4020	LIN. FT.	15.3	\$250.00			9.55	\$2,387.50
2506.5	CONST DRAINAGE STRUCTURE DES 60-4020	LIN. FT.	4.8	\$550.00			4.80	\$2,640.00
2506.5	CONST DRAINAGE STRUCTURE DES 4007	LIN. FT.	108.0	\$250.00			106.00	\$26,500.00
2506.5	CASTING ASSEMBLY	EACH	17.0	\$650.00			17.00	\$11,050.00
2506.6	AIR RELEASE MANHOLE	EACH	1.0	\$15,000.00			1.00	\$15,000.00
2506.6	CONSTRUCT LIFT STATION	EACH	1.0	\$70,000.00	0.121		1.07	\$75,000.00
2506.6	CONSTRUCT POND OUTLET STRUCTURE	EACH	1.0	\$4,000.00			1.00	\$4,000.00
2506.6	CONSTRUCT STORM WATER POND	LUMP SUM	1.0	\$6,000.00			1.00	\$6,000.00
2511.5	RANDOM RIPRAP CLASS 3	CU. YD.	26.4	\$30.00			26.40	\$792.00
2511.5	CONCRETE CURB & GUTTER, D418 (MOD)	LIN. FT.	2524.0	\$13.65			2584.00	\$35,406.10
2511.5	CONCRETE CURB & GUTTER, B618 (MOD)	LIN. FT.	70.0	\$19.00			0.00	\$0.00
2511.6	3" CONCRETE FLUME	LIN. FT.	13.0	\$63.00			7.00	\$441.00
2511.6	3' X 6' STEEL GRATE	EACH	1.0	\$850.00			0.00	\$0.00
2511.6	TRUNCATED DOMES	SQ. FT.	72.0	\$40.00			0.00	\$0.00
2543.6	TRAFFIC CONTROL	LUMP SUM	1.0	\$4,000.00		0.25	1.00	\$4,000.00
2573.3	SILT FENCE, PREASSEMBLED, INCLUDING MAINTENANCE	LIN. FT.	2350.0	\$2.75			2825.00	\$7,768.75
2573.3	STORM DRAIN INLET/OUTLET PROTECTION	EACH	5.0	\$2.80			0.00	\$0.00
2575.3	SODDING TYPY LAWN	SQ. YD.	1300.0	\$6.50			338.46	\$2,200.00
2575.6	TURF ESTABLISHMENT	LUMP SUM	1.0	\$1,300.00		1	1.00	\$1,300.00
2575.6	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1.0	\$750.00			1.00	\$750.00
2575.6	CONSTRUCT SEDIMENT BASIN	EACH	2.0	\$1,500.00			2.00	\$3,000.00
2575.5	EROSION CONTROL BLANKET, TYPE 2	SQ. YD.	2100.0	\$1.20		112	112.00	\$134.40

BASE BID: \$723,876.75

COMPLETED TO DATE: \$647,437.77

LESS RETAINAGE: -\$33,371.89

SUBTOTAL PAY REQUEST #7: \$634,065.88

LESS PREVIOUS PAYMENTS: -\$625,990.88

TOTAL PAY REQUEST #7: \$8,075.00

BENCHMARK ENGINEERING, INC.

COUNCIL LETTER 110617-IVG1

PUBLIC HEALTH AND SAFETY

FIRE CHIEF

DATE: November 2, 2017

FROM: Public Health and Safety Board

Gerry Knapper
Fire Chief

Craig J. Wainio
City Administrator

It is recommended by the Public Health and Safety Board that the City Council remove the Interim label from Chief Knapper's position.

COUNCIL LETTER 110617-IVG2

PUBLIC HEALTH AND SAFETY

FIRE DEPT COMPRESSOR

DATE: November 2, 2017

FROM: Public Health and Safety Board

Gerry Knapper
Fire Chief

Craig J. Wainio
City Administrator

The City received an Assistance to Firefighters grant from FEMA for the purchase of an air compressor and filling station to refill SCBA bottles. Quotes for the equipment were solicited and are enclosed for your review. It is recommended by the Public Health and Safety Board that the City Council authorized the purchase of the compressor and fill station from Alex Air Apparatus for the low quote of \$29,685 and it further recommends that the City Council authorize the trade in of the current system to Alex Air Apparatus for \$6000.



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
8/30/2017	

BILL TO
Mountain Iron Fire Department
Mountain Iron, Minnesota

SHIP TO

			S.O. #	Promise Date	Terms	Sales Rep	
						Jim Tollefson	
P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION		PRICE (Each)	PRICE (Extended)
	1	ORDER	LEGACY-13-E1-230	Bauer Legacy 13 Open Design 6000psi		\$18,900.00	\$18,900.00
				Compressor. 13 scfm, 4 Stage, 10hp,			
				Single Phase -230 Volt			
	1	ORDER	LEGACY-2	Bauer Legacy 2 Fill Station		\$8,985.00	\$8,985.00
				Two Position Fill Station w/ single function			
				Top Mount Four Bank Cascade Panel			
	1			Shipping and Installation		\$1,800.00	\$1,800.00
	1			Trade-In Value of Bauer Unicus All-in-one		-\$6,000.00	-\$6,000.00
				Unit: Year 1993, 19 scfm, three position			
				Fill Station.			

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT
 FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

 Authorized Signature of Approval

SHIPPING:

Tax Rate SUB: \$23,685.00

TAX:

TOTAL: \$23,685.00



SHIP TO ADDRESS:
Mountain Iron Fire Department
8566 Enterprise Dr S
Mountain Iron, MN 557668

QTY	ITEM	DESCRIPTION	PRICE EACH	PRICE EXTENDED
1	C-E4-7.5-A6-E1C	North Shore Compressor, 4 Stage, 6000 psi,	18,850.00	18,850.00
		7.5 HP Encl Frame w/ Electronic CO Monitor		
4	C-6000-UN	6000 psi UN Storage Cylinder	1,100.00	4,400.00
4	A-I1350	CGA-702 N&N w/ JIC Elbow	37.50	150.00
1	C-CLAMPS1-4	Unistrut & C-Clamps for 4 Cyl Storage	135.00	135.00
1	C-FS2C	Fill Station, 2 Pos w/ Control Panel & Hoses	7,100.00	7,100.00
1	A-H1000-0120	Hose, 6000 psi, 10' w/ ends	75.00	75.00
1	FREIGHT	Estimated Freight	650.00	650.00
1	INSTALL-CMPRSR	Installation parts, labor & travel	1,000.00	1,000.00
		Note: Installation does not include any electrical		
		work or modifications to your building.		
TOTAL				\$32,360.00

COUNCIL LETTER 110617-IVG3

PUBLIC HEALTH AND SAFETY

HUMANE SOCIETY

DATE: November 2, 2017

FROM: Public Health and Safety Board

Craig J. Wainio
City Administrator

It is recommended by the Public Health and Safety Board that the City Council approve a new three year contract with the Mesabi Humane Society to provide animal control services to the City.

CONTRACT FOR SERVICE

This contract, made and entered into this first day of January, 2018 by and between the Mesabi Humane Society (MHS), 2305 Southern Drive, Virginia, MN 55792, referred to as the Mesabi Humane Society, and the City of Mt. Iron, hereinafter referred to as the Municipality.

I. RECITALS

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

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

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.

THEREFORE, 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, 2018 through December 31, 2020** 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 Mesabi Humane Society's Animal Control Officer (ACO). **The ACO phone number during business hours is (218) 410-3899.**
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 they will reserve the right to refuse incoming animals until space is available only after exhausting all available and reasonable options. They will not refuse an injured animal, nor refuse to capture and contain a dangerous animal if the appropriate requests and notifications are made.
3. Retrieve and transport animals from the Municipality to the shelter during business hours, upon request of the appropriate Municipality officials and citizens within the Municipality's residential limits.
4. Routinely 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. ACO will routinely patrol the Municipality. The ACO will report to the Municipality clerk the results of all patrolling, warnings given, tickets issued, complaints and responses on a monthly basis and in a timely fashion. The ACO will work with the Municipality's Police Department and Municipality officials to help uphold all Municipality ordinances governing animals within their limits.

5. Provide animal examinations and veterinary care at a licensed facility, whenever staff deems it necessary.
6. The Mesabi Humane Society will board animals up to ten (10) working days in their holding facility. This allows owners adequate time to claim their pet. After the seventh day, the Mesabi Humane Society acquires legal custody of each animal and the decision regarding their disposition.
7. The decision regarding euthanasia and disposal, if required, 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-crowding becomes a concern, or the age, size or temperament prohibits. In the event of exceptions, the Mesabi Humane Society will offer patrons a rebate when they independently seek to spay or neuter their newly adopted pet at a veterinary clinic of their choice.
9. Maintain accurate records of all transactions concerning animals from the Municipality and/or residents.
10. Respond to all animal concerns and situations that arise in the Municipality in a timely manner, during the normal business hours of Monday through Friday from 8:30am to 5:00pm. **The ACO can be reached via cell phone (218.410.3899).**
11. Respond to all emergency animal concerns (defined as life threatening risk to public safety or the animal) after normal business hours Sunday through Saturday. In emergency situations, the "on call" Animal Control Officer will be contacted directly by cell phone (218.410.3899). He/she will retain the right to deem whether or not the case shall be determined an emergency.
12. Coordinate with the DNR or other agencies as necessary with concerns or situations regarding "other animals".
13. Extreme situations including, but not limited to animal hoarding, will not be covered by this contract. The Mesabi Humane Society will assess each situation and make a recommendation based on the circumstances. Additional payment may be required.

IV. RESPONSIBILITIES OF THE MUNICIPALITY

1. The Municipality and the Mesabi Humane Society shall work cooperatively to uphold quarantine guidelines. The Mesabi Humane Society reserves the right to make decisions regarding bites and human exposure.
2. The Municipality is responsible for calling the Mesabi Humane Society when animals need to be retrieved during normal business hours, as defined in Section 3, item 10.
3. The Municipality is responsible for contacting the Mesabi Humane Society's "on call" ACO in emergency situations as defined in Section 3, item 11. The Municipality agrees to enable the "on call" ACO the right to determine whether or not each case shall be deemed an emergency.
4. Municipality appointed personnel may place an animal in an outdoor kennel at the Mesabi Humane Society after business hours. This person shall contact the ACO with pertinent information regarding each animal placed in an outdoor kennel.

5. If an emergency veterinary situation arises before or after normal business hours, the Municipality agrees to pay for the emergency part of the veterinary billing. Once located, the Municipality may, at their discretion, transfer all incurred veterinary costs to the owner of the animal. Upon placement within the shelter or foster care home, the Mesabi Humane Society agrees to assume the costs associated with the animal's well-being and care as defined by the veterinarian. The veterinarian and the Mesabi Humane Society will retain the right to define the needs of the animal.

V. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood that the Mesabi Humane Society is an "independent contractor" and this contract does not create an employer/employee relationship. The Mesabi Humane Society shall have control over the manner in which the services are performed under this contract. The Mesabi Humane Society shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the services contemplated by this contract.

VI. COMPENSATION

The Municipality shall pay the Mesabi Humane Society \$17,500.00 for the year 2018, \$19,500.00 for the year 2019, and \$21,500 for the year 2020 for animal control services beginning January 1, 2018 and concluding December 31, 2020. Payments are due the first of each month for the ensuing period of service (i.e. January 1 payment for January services, etc.). A 10% fee may be charged for each late payment. Payments are considered late after the tenth (10th) day of the month. The Mesabi Humane Society and the Municipality both reserve the right to terminate the contract with a sixty (60) day written notice.

VII. 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 in effect and hereinafter adopted by the Municipality. It will be the sole responsibility of the Municipality to provide the Mesabi Humane Society its ordinances 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.

VIII. 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. Mesabi Humane Society shall also carry Employers' Liability Coverage with minimum limits are as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
- B. **COMMERCIAL GENERAL LIABILITY:** Coverage shall have minimum limits to \$2,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property damage Liability. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The Municipality shall be endorsed as additional insured.

- C. **AUTOMOBILE LIABILITY.** Mesabi Humane Society shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
- D. **ADDITIONAL INSURANCE CONDITIONS.**
- All policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the Municipality with respect to any claim arising out of the Mesabi Humane Society's performance under this contract.
 - All policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the Municipality, or ten (10) days' notice for non-payment of premium.
 - Mesabi Humane Society shall annually submit a Certificate of Insurance acceptable to the Municipality as evidence of the required insurance coverage requirements.

IX. INDEMNIFICATION

To the fullest extent permitted by law, the Mesabi Humane Society agrees to defend, indemnify and hold harmless the Municipality, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Mesabi Humane Society's negligence or the Mesabi Humane Society's performance or failure to perform its obligations under this contract. The Mesabi Humane Society agrees this indemnity obligation shall survive the completion or termination of this Agreement.

X. EARLY TERMINATION OF CONTRACT

Either party upon sixty (60) days written notice, delivered by certified mail or in person to the other party, may terminate this contract.

XI. 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.

XII. RELEASE OF LIABILITY

The Municipality, including its officials, agree to hold harmless the Mesabi Humane Society in the case of any injuries or deaths to animals 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 to animals caused by stray or free-roaming domesticated animals.

XIII. GOVERNMENT DATA/PRIVACY

The Mesabi Humane Society agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Mesabi Humane Society understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Mesabi Humane Society in performing those functions that the Municipality would perform is subject to the requirements of Chapter 13, and the Mesabi Humane Society must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Mesabi Humane Society to provide the public with access to public data if the public data is available from the Municipality, except as required by the terms of this contract.

XIV. 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.

XV. SAVINGS CLAUSE

If any court finds any portion of this contract to be contrary to law, invalid, or unenforceable, the remainder of the contract will remain in full force and effect.

MESABI HUMANE SOCIETY

BY: _____

DATE: _____

TITLE: _____

BY: _____

DATE: _____

TITLE: _____

MUNICIPALITY

BY: _____

DATE: _____

TITLE: _____

BY: _____

DATE: _____

TITLE: _____

Executive Summary

For 39 years, The Mesabi Humane Society (MHS) (originally the Range Animal Shelter) has resided in Virginia, MN. We are a no-kill shelter serving an area of approximately 6860 square miles. Our focus is NE St. Louis county, but we cover all communities in St. Louis County when we get calls from local officials. Other animal shelters are selective and don't take all animals. We:

- provide animal control services, saving communities and the county hundreds of thousands of dollars;
- respond to hording situations, sometimes rescuing as many as 76 animals at one time; these large hording situations can take weeks of time to set live traps and return for pickup.
- shelter 427-605 animals/year at an average cost/animal of \$425.
- spay, neuter, vaccinate, and deliver other veterinary care for abandoned and surrendered cats and dogs; and
- offer community education to children and adults.

We face an unsustainable, critical, shortage of basic operating funds. To keep our door open, we must increase our contract amount. In recent years there have been multiplying numbers of feral cats, large hording situations across St. Louis County from Ely to Zim. This is a growing problem, in part due to shelters that pick up stray animals but do not spay and neuter them. As a Humane Society, we pick up and care for animals that other shelters won't take. Many of those animals are in poor health and/or are pregnant. Reimbursement on a "per animal" basis does not begin to cover costs, when one pregnant, rescued cat becomes a mother of three or four or more. Our current contracts pay only 37.7% of all basic operating costs and 63% of payroll.

For these reasons, we must increase contract fees to ensure the shelter survives for the community's benefit and for the animals we serve. Our intakes have been:

Year	Cats	Dogs	TOTAL
2013	303	231	534
2014	350	255	605
2015	276	165	441
2016	235	192	427
Jan-Aug 2017	169	147	316

Capability

We are operating with a minimum number of highly dedicated employees: Mary Stocco, Director of Shelter Operations, Liz Ward, Animal Control Officer, Tammy Cuff, Kennel Attendant and backup ACO, and kennel attendants Laura Hendrickson, Kaitlyn Wireman, and Jesslyn Poitra, who is also a vet tech. Our staff are highly experienced and qualified, yet are paid far less than the average wage for similar positions in a rural setting.¹ We do not have the resources to hire an Executive Director and Mary Stocco has been trying to cover both roles. This is an impossible job.

Financial Situation

Our financial situation is untenable. Our average net operating loss for the last three years is \$51,328. (See Attachment I.) The cost to open our doors each day is approximately \$600. This includes our average payroll/month of \$10,000. With a critical shortage of basic operating funds, we struggle to make payroll and pay bills. Only 63% of payroll is covered by contracts, although we have reduced payroll via a hiring freeze in the last year. A few estate donations have recently helped us to continue operations, but this is not the way to ensure any organization's financial health and longevity.

In addition, our shelter building is 31 years old and needs substantial repair. These renovations are slowly being, as money can be made available through generous contributions from the local community. We are working with grant writings seeking funds to help pay for these much needed repairs. In 2017 we purchased a new ACO van (\$24,000) and commercial-grade washer and dryer (\$2400). This was essential, given the miles we travel to provide animal control services. Due to the age and condition of the building, we plan to initiate a capital campaign to build a new shelter on a larger property. That will be the subject of future discussions and proposals.

Conclusion

Currently MHS city and county contracts cover only 37.7 % of operating costs. To keep our door open, our contracts must increase. This deficit will certainly increase as we look at projections in operating costs. We must hire another senior staff member to support the work that Mary does and manage our volunteers and grant programs.

Please remember that Minnesota state animal regulation ordinances² require that communities provide animal control and have the people, resources, interest, and capability to enforce such an ordinance. Cities must also consider the unique aspects of animal regulations, such as catching or seizing animals, impounding animals, destroying.² Costs to a city to provide these services are many times what we ask in the contract. The MHS has been providing these services at well below our basic operating costs for some years. We can't continue to work under these conditions, where just meeting payroll is a struggle.

References

- (1) The average Animal Control Officer salary in the United States is approximately \$20.11 per hour. (\$41,828 per year), with some areas being double that. (9/2017 Indeed.com). In May 2011 (Bureau of Labor Statistics) the median salary of an animal control officer was \$32,460 per year, and the middle-earning half of all workers in the field earned \$25,000 to \$42,000 per year. The 10 percent of workers who made the most earned at least \$53,000 per year. The average annual income of all U.S. animal control officers was just over \$34,000.

According to the Salary Expert website, an executive director of a non-profit animal shelter averages between \$50,000 to \$60,000 a year in most U.S. markets. An operations manager might earn about \$40,000 in most markets.

- (2) League of Minnesota Cities Information Memo: 4/4/2017 Animal Regulation in Cities

ATTACHMENT I

MESABI HUMANE SOCIETY

ANNUAL OPERATING STATISTICS

ANNUALLY

PAYROLL	\$111,260
PAYROLL TAXES	14,707
SALES TAXES	1,326
VETERINARIAN COSTS	35,129
SUPPLIES - ANIMALS	5,795
SUPPLIES	2,085
PROFESSIONAL FEES	3,169
OFFICE	1,456
FUNDRAISING COSTS	9,304
INSURANCE	5,786
VEHICLE COSTS	2,389
UTILITIES	7,415
TELEPHONE & INTERNET	3,245
ADVERTISING	1,979
LEASES, EMPLOYEES, ETC	4,848
REPAIR & MTCS	1,408

\$211,301

CONTRACTS	\$79,611
ADOPTIONS	23,048
FUNDRAISING	31,712
CUSTOMER SVCS	5,577
MEMBERSHIPS	3,730
SALES, ETC	1,929
CUSTOMER S/N PMTS	14,366

\$159,973

(\$51,328)

THESE NUMBERS REFLECT AN AVERAGE OVER THE LAST THREE YEARS

REVENUES POSTED DO NOT INCLUDE DONATIONS OR BEQUEATHS FROM ESTATES

THE MESABI HUMANE SOCIETY CANNOT RELY ON DONATIONS AND BEQUEATHS TO OPERATE

THE MESABI HUMANE SOCIETY WAS NEARLY OUT OF BUSINESS THREE YEARS AGO DUE A LARGE DEFICIT

MANY OPERATING AND MAINTENANCE COSTS ARE AVOIDED THROUGH DONATED TIME

Please contact the following MHS Board Members for further information and completion.

Marcus Bustamante – marcusb@htfnews.us (MHS Vice-Chair)

Linda Scott – linda@upmorthtitle.com (MHS Treasurer)

Elizabeth Treher – entreher@lastingperception.com (MHS Treasurer)

Mary Stocco – mary.stocco@mesabihumanesociety.com (MHS Shelter Manager)


State Fire Marshal

A Division of the Minnesota Department of Public Safety


Minnesota
 Department of Public Safety

Search this site...



Service Planning Grant Program

Service Planning Grants can be used for information-gathering and a variety of studies. Those studies can examine everything from sharing training needs, administrative costs, personnel and equipment, to full consolidation of departments. If a department has an idea, the State Fire Marshal Division (SFMD) wants to hear it.

Eligible Use of Funds

These funds are to be used to pay for (but are not limited to solely paying for) a third-party feasibility study that addresses the study requirements listed below and the options for service planning, including (but not limited to) those provided in **"A Blueprint for Shared Services."** A prerequisite could also be from a group's independent study done to show that implementation will benefit all groups involved and improve service.

Study Requirements

The study will include:

- A clear set of goals that identifies how the participating fire departments/cities/townships will more efficiently plan for future service improvements in the areas of (but not limited to) training, department administration, personnel, equipment or department consolidation.
- An analysis of the efficiency and effectiveness of emergency response and benefit to the population served.

The study should also take into account:

- Geographic area, population density and other factors that encourage communities' and fire service providers' voluntary participation.
- Funding sources for the project if implemented.
- Cooperative training among departments and equipment procurement between departments.
- Employment issues associated with combining existing agencies and entities into a regional or multi-jurisdictional entity for consolidation projects.
- An analysis of best practices in the creation and functioning of public-safety-related service planning delivery models.
- A preliminary set of operating procedures for cooperative shared fire and rescue service systems.

The grants are broken into three categories:

1. **Exploratory.** For example, a city that does not have a fire department but is exploring the options.
2. **Planning.** For example, departments that would benefit from a county-wide/regional set of standard operating procedures/standard operating guidelines; multiple departments considering sharing a piece of equipment.
3. **Implementation.** The oversight committee will decide whether the implementation justifies the cost. The prerequisite for Implementation Grants would be an Exploratory Grant, Planning Grant or a previous Shared Services Grant. A prerequisite could also be from a group's independent study done to show that implementation will benefit all groups involved and improve service.

How to Apply

1. Interested parties will be directed to [take the online survey](#).
2. The survey will be forwarded to an SFMD fire service specialist (FSS).
3. A kickoff meeting will be set up with all players. The FSS will ensure all parties are identified. This meeting is facilitated by the FSS, and a clear set of goals and milestones will be agreed upon by the group with oversight by the FSS. The meeting will include fire chiefs and elected officials. At this meeting, the parties must identify a champion of the project that is not the FSS. The application must be completed. All forms and information can be acquired through your FSS.

The application consists of:

- Project information sheet.
- Project application narrative.
- Program budget request, to include budget milestones (total budget amount should be known before application is submitted).
- Letter from each participating jurisdiction indicating their intent to cooperate in the study.
- Proof of an independent study or equivalent must be submitted with the application if a group is applying for an Implementation Grant and has not had a previous --- Shared Services Study, Exploratory, or Planning Grant.

4. The scoring/oversight committee will review and score the application.
5. Successful applicants will be recommended to the commissioner of the Minnesota Department of Public Safety (DPS), who will make the final determination. Once a grant request has been awarded, a formal grant agreement will be prepared and must be signed by the grantee's organization and DPS. Once the signature process has been completed, the grant is considered fully executed and becomes a legally binding agreement between the grantee's organization and DPS.

Post Application Process

Scoring/Oversight Committee

The scoring and oversight committee will consist of one member from each of the following organizations:

- Minnesota State Fire Department Association as appointed by their president.
- Minnesota State Fire Chiefs Association as appointed by their president.
- Minnesota Professional Firefighters as appointed by their president.
- Minnesota SFMD as appointed.
- League of Minnesota Cities as appointed.
- Association of Minnesota Townships as appointed.
- Fire Service Advisory Committee as appointed by their chair.

Audit/Compliance

The grant funds are available on a cost-reimbursement basis where costs are reimbursed after they are incurred and paid by the grantee agencies. This process is similar to the FEMA AFG (Assistance to Firefighters Grant) process. Here is a breakdown of reimbursement percentages:

- Up to \$25,000 – 5 percent match
- \$25,001 to \$50,000 – 10 percent match
- \$50,001 and up – 15 percent match

Examples:

\$55,000 total grant

State pays \$46,750 = 85 percent of total grant

Local entity pays \$8,250 = 15 percent of total grant

\$24,000 total grant

State pays \$22,800 = 95 percent of total grant

Local entity pays \$1,200 = 5 percent of total grant

The match percent is determined by the total grant amount. This amount should be determined before application is submitted.

The grantee organization will be required to provide to the SFMD with the written report on the results of the study and a written summary of all expenditures, including documentation on how the grant and matching funds were spent. Completed studies will be available to be viewed on the SFMD website. Each Entity will be required to take surveys after the grant is completed and again when the project is completed, this will enable data tracking for SFMD personnel and future requests for grant money.

Although we would like to fund every project applied for, that may not be possible. Negotiations on proposals may occur; groups may be asked to clarify statements in their applications or to modify their budgets.

Service Planning Grant Program Timeline

2017

- August: SFMD program planning
- September: Announcement of Service Planning Grant and application period

2018

- Jan. 31: Application deadline
- February: Selection and notification of grant recipients
- March-May: Program Implementation by cities, townships and departments (soft deadline)

2019

- April: Reallocation of Service Planning Grant funds (if applicable)
- June: Program closeout (hard deadline)

Service Planning Grant Program FAQs

Do we need to know the total grant amount before we apply for a grant? Yes, this determines the match amount and defines the project a little more.

Can the grant be used for implementation costs, or costs other than paying a consultant for a study? Yes, the grant funds can also be used for things that the oversight committee determines a reasonable use of funds.

Legacy “Shared Services Grants” Program Info

A link to previous “Shared Services Studies” (2010, 2012, 2014, and 2015) can be found [here](#).

Application Submission

A complete application packet must be received by 4 p.m. CST Jan. 31, 2018, preferably by email, to:

Tate Mills
State Fire Marshal Division
445 Minnesota St., Suite 145
St. Paul, MN 55101-5145
Tate.Mills@state.mn.us

Any questions about the application process should be directed to Tate Mills at 320-333-2817 or Tate.Mills@state.mn.us.



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133, St. Paul MN 55101-5133
(651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



APPLICATION AND PERMIT
FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <u>Friends of the Mt Iron Library</u>		DATE ORGANIZED <u>2012</u>		TAX EXEMPT NUMBER	
STREET ADDRESS <u>P.O. Box 477</u>		CITY <u>Mt. Iron</u>		STATE <u>MN</u>	ZIP CODE <u>55768</u>
NAME OF PERSON MAKING APPLICATION <u>Sally Yuccas</u>		BUSINESS PHONE <u>(218) 750 7219</u>		HOME PHONE <u>218 750 7219</u>	
DATES LIQUOR WILL BE SOLD <u>Nov 9 (not selling)</u>		TYPE OF ORGANIZATION <u>CLUB CHARITABLE RELIGIOUS OTHER NONPROFIT</u>			
ORGANIZATION OFFICER'S NAME <u>June Ross, Pres</u>		ADDRESS <u>Mt. Iron</u>			
ORGANIZATION OFFICER'S NAME <u>Gloria Gagnon, Treas</u>		ADDRESS <u>Virginia</u>			
ORGANIZATION OFFICER'S NAME <u>Sally Yuccas, Sec</u>		ADDRESS <u>1002-11th St S, Virginia</u>			
Location license will be used. If an outdoor area, describe <u>Mt. Iron Community center. Wine will be served to painting class. 25 ladies.</u>					
Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service. _____					
Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage. <u>yes Range Reliable / Sally yuccas Rider</u>					

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY _____

DATE APPROVED _____

CITY FEE AMOUNT _____

LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

October 16, 2017

Hello, my name is Katie Hunter and I am a student in the Mountain Iron - Buhl Yearbook class. We are currently looking for businesses and people to sponsor yearbook pages to assist in the cost of publishing the book. The sponsors are a great way to show that you care about our community and our school. Your name will appear at the bottom of the page or pages that you'd like to sponsor: "Proudly Sponsored by..."

We'd love to have your business be part of our yearbook. The cost to sponsor is \$60.00 per page. In the past you have sponsored four pages at \$120.00. If you are interested, please send a check written to Mountain Iron-Buhl Yearbook. Thank you for your time and hopefully we will hear from you and your support. If you have any questions, please contact my teacher, Mrs. Cathy O'Malley at the information below.

Sincerely,



Katie Hunter
MIB Yearbook Student

Cathy O'Malley, Yearbook Teacher
Mountain Iron-Buhl High School
5720 Marble Avenue
Mountain Iron, MN 55768
218-735-8271, ext. 1040
comalley@isd712.org

October 17, 2017

Dear Mayor Skalko and Mountain Iron City Councilors,

I am writing this letter at the request of our Mtn. Iron Senior Citizen's Club members.

We are very grateful for every dollar you have donated to our group, but at this time we are asking that you increase your annual donation from \$100.00 to \$200.00. The money will go toward our coming Christmas Party and for kitchen supplies.

Our club like every other group is facing increased costs to put on any special event. We have 63 members, 30 of whom are quite active. Please feel free to attend a meeting any time or better yet,----Join our Club.

Thank you for your support.

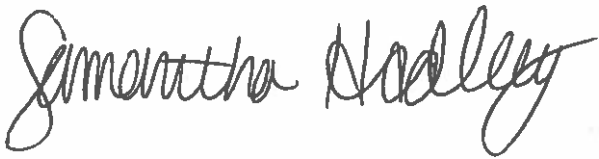

Carolyn Olsen, President

Dear Mayor Gary Skalko and the Mt. Iron City Council,

My name is Samantha Hadley and I am writing on behalf of the Mesabi Family YMCA. We would like to request that you waive our usage fee for the Mt Iron Community Center for our Mother-Son Dance Fundraiser happening on Friday, November 3.

We'd like to thank you in advance for your time and consideration.

Best,

A handwritten signature in black ink that reads "Samantha Hadley". The signature is fluid and cursive, with the first name "Samantha" being larger and more prominent than the last name "Hadley".

Samantha Hadley
Director of Marketing and Community Engagement
Mesabi Family YMCA
8367 Unity Drive
Virginia, MN 55792



To Whom It May Concern:

The "community" of Mt. Iron- Buhl (includes Mt. Iron, Buhl, Kinney, Great Scott Township, Greenwood Township, Lake Leander and Lake 14 area) has received a grant from the Blandin Foundation and the IRRRB to develop and expand the utilization of high speed broadband within our "community". A task force has been formed, priorities determined and soon a survey of residents and businesses in our area will be undertaken that will provide much needed information required for application for additional grant dollars to help enhance broadband connectivity throughout the community.

As part of the Blandin grant, the task force has been given 50 workstation computers (PC 's for PEOPLE) for distribution in the community to provide more access to the Internet and for some the opportunity to have a home computer. The task force has decided that we would like to distribute computers to community organizations.

If you are interested in acquiring one or more of these computers, please respond to Mary Rausch.

Organizations who show an interest in receiving and computers agree to provide feedback on the use and benefits of the computer for their community.

Thank you for your time and consideration,

Mary Rausch
Director of Technology
Mountain Iron – Buhl School District