



MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, NOVEMBER 20, 2023

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, NOVEMBER 20, 2023 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the November 6, 2023, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - C. Director of Public Work's Report
 - 1. Transformer Quotes (#7)
 - D. Library Director/Special Events Coordinator's Report (#8)
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - G. City Attorney's Report
 - H. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Ordinance Number 03-23 Zoning (#9-11)
 - B. Resolution Number 20-23 Grant Application (#12-14)
 - C. Mesabi Humane Society Contract (#15-22)
- VIII. Communications (#23)
- IX. Announcements
 - A. Committee-of-the-Whole Meeting – November 28th at 6:30PM
 - B. Public Hearing – Mineral Ave Alley – December 4th at 6:30PM
- X. Adjourn

Page Number in Packet
*Enclosed

MINUTES
MOUNTAIN IRON CITY COUNCIL
November 6, 2023

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Al Stanaway, Julie Buria, and Mayor Peggy Anderson. Also present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; SGT Grant Toma, Sheriff's Department; Al Johnson, City Engineering; and Mark Madden, Mountain Iron Fire Dept. Chief. Absent members: Councilor Joe Prebeg Jr.

It was moved by Buria and seconded by Stanaway the consent agenda be approved as follows:

1. Approve the minutes of the October 16, 2023 regular meeting.
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 16-31, \$248,985.83 (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 16-31, totaling \$361,885.50 (a list is attached and made a part of these minutes).

The motion carried with Councilor Prebeg absent.

Public Forum:

- Dave Hamalainen, member of Curl Mesabi Board, submit project for World's largest curling broom and stone, currently promoting this plan and looking into grants and fundraising

The Mayor reported on the following:

- Congratulations to the MIB Football team on their 6th Section 7-9-man Championship
- Big thank you for the Fire Department, for the caravan through town for the State Bound MIB Football team and MIB Cross Country participants

City Administrator:

- Thank you to Representative Lislegard, recent meeting to discuss possible projects in which he could help the City receive State, Federal and IRRB funding

Director of Public Works:

- Finishing and starting electrical upgrades at West Two Rivers Campground

Sheriff's Department:

- Calendar parking in effect from November 1st – April 1st
- “Coffee with a Cop,” Thursday, November 30th at Adventures Restaurant
 - Informal meeting from 11:00am – 1:00pm

City Engineer:

- No formal report

Fire Department:

- AEDs, medical bags and turnout gear ordered still on back-order
- Participated in the “Trucks & Treats” and Halloween Carnival

It was moved by Roskoski that the Fire Department report be accepted as presented. The motion failed due to lack of support.

It was moved by Roskoski and seconded by Stanaway that the Liquor and Cigarette license applications for the period of January 1, 2024, through December 31, 2024, be approved and issued to the establishments pursuant to the approval, where necessary, of the Liquor Control Commission and pursuant to the payment of all outstanding taxes, licensing fees, and utility charges:

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

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

On-Sale 3.2 Malt Beverage

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

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

Mountain Iron Hospitality, LLC
DBA: Comfort Inn & Suites
8570 Rock Ridge Drive
Mountain Iron, MN 55768

On-Sale 3.2 Malt Beverage
Wine

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

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

Off-Sale Intoxicating Liquor
Cigarette

The Virginia Smoke Shop
DBA: Smoke N Vape
5463 Mountain Iron Drive
Virginia (Mountain Iron), MN 55792

Cigarette

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

Cigarette

WalMart Inc.
DBA: Walmart #4849
8580 Rock Ridge Drive
Mountain Iron, MN 55768

Off-Sale Intoxicating Liquor
Cigarette

The motion carried with Councilor Prebeg absent.

At 6:50p.m., it was moved by Buria and seconded by Stanaway that the meeting be adjourned. The motion carried with Councilor Prebeg absent.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	100.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	25.00
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	101-33-3401-011	529.00
LICENSES	LIQUOR	101-32-2100-000	875.00
METER DEPOSITS	ELECTRIC	604-22000	1,300.00
METER DEPOSITS	WATER	601-22000	80.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	50.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	2,523.97
MISCELLANEOUS	CABLE TV FRANCHISE FEE	101-36-6200-051	6,450.04
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	230-31-1010-000	1,240.80
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	157.00
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	5.69
MISCELLANEOUS	SPEC. EVENT-FUNDS NOT USED-CR	101-45-1202-700	155.00
MISCELLANEOUS	SPECIAL EVENT PROCEEDS	101-36-6200-090	801.00
PERMITS	BUILDING	101-32-2100-000	8,077.68
UTILITY	UTILITY	001-11105	226,615.65
Grand Totals:			248,985.83

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/23	11/06/2023	159652	2025	NATALIE YAROSCAK	101-20200	132.45- V
11/23	11/06/2023	159682	140005	NORTHERN FITNESS GROUP	101-20200	422.63- V
11/23	11/06/2023	159772	140005	NORTHERN FITNESS GROUP	101-20200	422.63- V
11/23	11/07/2023	159797	10056	A T & T MOBILITY	604-20200	499.76
11/23	11/07/2023	159798	10070	A-1 RENTAL SERVICES INC	101-20200	46.61
11/23	11/07/2023	159799	10075	ARAMARK UNIFORM SERVICES	603-20200	168.48
11/23	11/07/2023	159800	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	5.58
11/23	11/07/2023	159801	10042	AUTO VALUE VIRGINIA	101-20200	220.17
11/23	11/07/2023	159802	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	1,086.66
11/23	11/07/2023	159803	30055	BTAC ACQUISITION CORP.	101-20200	1,594.74
11/23	11/07/2023	159804	30016	CHAMPION AUTO	101-20200	14.32
11/23	11/07/2023	159805	220003	CITY OF VIRGINIA	101-20200	86.30
11/23	11/07/2023	159806	30073	COMPENSATION CONSULTANT'S, LTD	101-20200	1,368.00
11/23	11/07/2023	159807	140013	CORE & MAIN LP	601-20200	12,000.00
11/23	11/07/2023	159808	60029	FERGUSON ENTERPRISES INC	601-20200	1,512.52
11/23	11/07/2023	159809	60006	FISHER PRINTING COMPANY	601-20200	450.00
11/23	11/07/2023	159810	6004	FRED FAUST	101-20200	258.23
11/23	11/07/2023	159811	60052	FRIENDS OF THE MOUNTAIN IRON	101-20200	80.43
11/23	11/07/2023	159812	1645	GABRIEL LAULUNEN	604-20200	82.76
11/23	11/07/2023	159813	1649	GARY & BONNIE KOBER	604-20200	132.23
11/23	11/07/2023	159814	70016	GOPHER STATE ONE CALL INC	604-20200	27.00
11/23	11/07/2023	159815	70004	GRANDE ACE HARDWARE	101-20200	150.96
11/23	11/07/2023	159816	70029	GUARDIAN PEST CONTROL INC	101-20200	91.60
11/23	11/07/2023	159817	80022	HAWKINS INC	602-20200	50.00
11/23	11/07/2023	159818	80001	HILLYARD/HUTCHINSON	101-20200	769.56
11/23	11/07/2023	159819	80010	HOMETOWN ELECTRIC	601-20200	576.29
11/23	11/07/2023	159820	80037	HOMETOWN MEDIA PARTNERS	101-20200	246.60
11/23	11/07/2023	159821	10043	IRON RANGE ENGINEERING & CONSULTING	604-20200	6,656.18
11/23	11/07/2023	159822	190102	IRON RANGE TOOLS LLC	101-20200	62.50
11/23	11/07/2023	159823	1647	JAMIE POSEY	604-20200	322.83
11/23	11/07/2023	159824	120032	LAKE COUNTRY POWER	101-20200	210.75
11/23	11/07/2023	159825	12001	LAMKE BROADCASTING	101-20200	65.00
11/23	11/07/2023	159826	120002	LAWSON PRODUCTS INC	603-20200	324.29
11/23	11/07/2023	159827	120003	LEAGUE OF MINNESOTA CITIES	101-20200	127.94
11/23	11/07/2023	159828	1648	LUKE THEIS	604-20200	309.97
11/23	11/07/2023	159829	1646	MARIAH MORSE	604-20200	273.78
11/23	11/07/2023	159830	40017	MATTHEW RYAN HOFFMANN	101-20200	1,496.93
11/23	11/07/2023	159831	130062	MCCOY CONSTRUCTION & FORESTRY	101-20200	197.06
11/23	11/07/2023	159832	130041	MESABI BITUMINOUS	101-20200	697.20
11/23	11/07/2023	159833	130006	MESABI HUMANE SOCIETY	101-20200	2,041.67
11/23	11/07/2023	159834	130004	MESABI TRIBUNE	101-20200	831.50
11/23	11/07/2023	159835	464	MIB CROSS COUNTRY CLUB	101-20200	220.88
11/23	11/07/2023	159836	130196	MIB NATIONAL HONOR SOCIETY (NHS)	101-20200	57.22
11/23	11/07/2023	159837	130111	MIB PTA	101-20200	120.75
11/23	11/07/2023	159838	130115	MIB STUDENT COUNCIL-ISD#712	101-20200	160.86
11/23	11/07/2023	159839	13001	MID-AMERICA BOOKS	101-20200	71.85
11/23	11/07/2023	159840	130194	MID-STATE TRUCK SERVICE INC.	101-20200	1,432.13
11/23	11/07/2023	159841	110035	MIDWEST COMMUNICATIONS	101-20200	404.00
11/23	11/07/2023	159842	140026	MINNESOTA ENERGY RESOURCES	602-20200	332.41
11/23	11/07/2023	159843	130008	MINNESOTA MUNICIPAL UTILITIES	101-20200	4,323.03
11/23	11/07/2023	159844	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,126.15
11/23	11/07/2023	159845	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.17
11/23	11/07/2023	159846	130022	MN STATE FIRE DEPT ASSOCIATION	101-20200	225.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/23	11/07/2023	159847	130031	MOUNTAIN IRON ECONOMIC DEV	102-20200	54,903.91
11/23	11/07/2023	159848	30001	NAPA AUTO PARTS	101-20200	112.35
11/23	11/07/2023	159849	2025	NATALIE YAROSCAK	101-20200	132.45
11/23	11/07/2023	159850	1651	NICOLE ZBACNIK	604-20200	152.48
11/23	11/07/2023	159851	1901018	NORTH CENTRAL LABORATORIES	602-20200	53.99
11/23	11/07/2023	159852	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	111,960.17
11/23	11/07/2023	159853	140005	NORTHERN FITNESS GROUP	101-20200	422.63
11/23	11/07/2023	159854	140005	NORTHERN FITNESS GROUP	101-20200	422.63
11/23	11/07/2023	159855	140005	NORTHERN FITNESS GROUP	101-20200	422.63
11/23	11/07/2023	159856	9039	NORTHLAND FIRE & SAFETY, INC	101-20200	123.90
11/23	11/07/2023	159857	130017	PARK STATE BANK	101-20200	2,049.14
11/23	11/07/2023	159858	160038	PITNEY BOWES GLOBAL FINANCIAL	101-20200	280.98
11/23	11/07/2023	159859	160023	POHAKI LUMBER	604-20200	436.10
11/23	11/07/2023	159860	170007	QUILL CORPORATION	101-20200	322.03
11/23	11/07/2023	159861	1644	RACHEL HUBER	604-20200	350.00
11/23	11/07/2023	159862	180021	RANGE ASSOC OF MUNICIPALITIES	101-20200	840.00
11/23	11/07/2023	159863	180074	RANGE CORNICE & ROOFING CO	101-20200	404.00
11/23	11/07/2023	159864	180008	RMB ENVIRONMENTAL LABORATORIES	602-20200	843.59
11/23	11/07/2023	159865	190010	SEPPI BROTHERS	101-20200	4,050.00
11/23	11/07/2023	159866	97	SPIRIT LAKE 4-H CLUB	101-20200	160.86
11/23	11/07/2023	159867	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	45,833.33
11/23	11/07/2023	159868	190059	ST LOUIS COUNTY AUDITOR	603-20200	30,623.75
11/23	11/07/2023	159869	190015	ST LOUIS MRO INC.	101-20200	50.00
11/23	11/07/2023	159870	5007	SUN LIFE FINANCIAL	602-20200	901.49
11/23	11/07/2023	159871	200003	TACONITE TIRE SERVICE	101-20200	126.66
11/23	11/07/2023	159872	1650	TIANNA BEAL	604-20200	409.24
11/23	11/07/2023	159873	210001	UNITED ELECTRIC COMPANY	604-20200	2,165.27
11/23	11/07/2023	159874	210002	UNITED TRUCK BODY COMPANY INC	101-20200	462.20
11/23	11/07/2023	159875	30072	VC3	101-20200	7,785.69
11/23	11/07/2023	159876	220025	VERIZON WIRELESS	601-20200	96.00
11/23	11/07/2023	159877	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	8,311.06
11/23	11/07/2023	159878	240001	XEROX CORPORATION	101-20200	474.53
11/23	11/07/2023	159879	260001	ZIEGLER INC	101-20200	425.94

Grand Totals:

319,006.14

PP-Ending 10/27

42,879.36

TOTAL EXPENDITURES

\$361,885.50

Transformer Quotes

Date: 15 November 2023

From: Tim Satrang
Director of Public Works

Staff has received quotes for the following transformers:

RESCO: Rural Electric Supply Cooperative (Ermco Brand Transformers)

1. Qty 17 – 25kVA 1-phase overhead transformer: \$46,359
2. Qty 9 – 50kVA 1-phase overhead transformer: \$34,623
3. Qty 3 – 75kVA 1-phase overhead transformer: \$15,651
4. Qty 3 – 25kVA 1-phase overhead transformer: \$8,724
5. Qty 2 – 50kVA 1-phase overhead transformer: \$8,130
6. **Total: \$113,487**

40-week estimated lead time

Irby (Howard Brand Transformers)

1. Qty 17 – 25kVA 1-phase overhead transformer: \$85,051
2. Qty 9 – 50kVA 1-phase overhead transformer: \$66,213
3. Qty 3 – 75kVA 1-phase overhead transformer: \$30,744
4. Qty 3 – 25kVA 1-phase overhead transformer: \$22,491
5. Qty 2 – 50kVA 1-phase overhead transformer: \$20,054
6. **Total: \$224,553**

60-week estimated lead time

Staff is requesting City Council authorization to purchase the transformers from RESCO at their low quote price of \$113,487 and more timely delivery of 40 weeks.

Mountain Iron Public Library

Monthly Report

October 2023

Circulation

Items checked out: 1,520 Items checked in: 1,517

Total Circulation of materials in October: 3,037

Attendance:

Adults: 396 Youth: 233 Patrons in October: 629

Special Events/Programs held: 11 (256 participants)

Reference Desk visits (email, phone, and messenger): 206 Computer Use Sessions: 143

Total Library usage: 885

Events and Activities at the library in October:

October 1st – 23rd: FOL Cinnamon Roll Sale (Delivery Friday, November 3rd)

October 2nd: Spirit Lake 4H meeting

October 4th, 11th, 18th & 25th: Kids Book Club

October 6th: Fall Festival

October 10th & 12th: HEY Home School Group – Library Science

October 17th: Book-to-Movie event

October 18th: Iron Range Tykes visit

October 24th: Legacy Program/ Pie Social

October 31st: Trucks & Treats

Upcoming Library/ City Events

November 6th & December 4th: Spirit Lake 4H Club

November 8th & December 13th: Library Board Meeting

November 9th & December 14th: HEY Homeschool Group

November 14th & December 12th: Book-to-Movie events

November 15th, 22nd, 29th, December 6th & 13th: Kids Book Club

November 15th & December 20th: Iron Range Tykes visits

November 16th: Home Daycare story time

November 17th, December 1st & 15th: Young Reader Story Times

November 28th: Friends of the Library meeting

December 4th: ALS Training

December 6th: ALS Compass Meeting

December 15th & 16th: HOLIDAY LIGHTING CONTEST

January 2nd – February 29th: WINTER READING PROGRAM



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

ORDINANCE NUMBER 03-23

AMENDING SECTION 154 OF THE MOUNTAIN IRON CITY CODE

THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:

Section 1. Amending Section 154.022. Section 154.022 (C) (15) of the Mountain Iron City Code is hereby amended and is to read as follows:

- (15) RV used as a dwelling on a temporary basis and left on site. Adequate provisions for water supply and sewage disposal must be demonstrated. No appurtenances (such as decks or porches) may be constructed for the RV. The temporary use may not exceed one year. Conditional Use permit may be extended if a building permit has been issued for a single-family dwelling.

Section 2. Amending Section 154.023. Section 154.023 (C) (10) of the Mountain Iron City Code is hereby amended and is to read as follows:

- (10) RV used as a dwelling on a temporary basis and left on site. Adequate provisions for water supply and sewage disposal must be demonstrated. No appurtenances (such as decks or porches) may be constructed for the RV. The temporary use may not exceed one year. Conditional Use permit may be extended if a building permit has been issued for a single-family dwelling.

Section 3. Amending Section 154.024. Section 154.024 (C) (9) of the Mountain Iron City Code is hereby amended and is to read as follows:

- (9) RV used as a dwelling on a temporary basis and left on site. Adequate provisions for water supply and sewage disposal must be demonstrated. No appurtenances (such as decks or porches) may be constructed for the RV. The temporary use may not exceed one year. Conditional Use permit may be extended if a building permit has been issued for a single-family dwelling.

Section 4. Inconsistent Ordinances. All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

Section 5. Effective Date. This Ordinance shall be effective in accordance with State Statute.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF NOVEMBER, 2023.

Mayor Peggy Anderson

ATTEST:

City Administrator

MINUTES
Mountain Iron Planning and Zoning Commission
September 11, 2023

Chairperson Jim Techar called the meeting to order at 6:30 p.m. with the following members present: Margaret Soyering, Al Stanaway, Lauren Buffetta, Steve Hunter, Mayor Peggy Anderson and Jerry Kujala, Zoning Administrator. Absent members: Barb Fivecoate.

It was moved by Soyering and seconded by Hunter to approve the consent agenda. The motion carried with Fivecoate absent

It was moved by Buffetta and seconded by Stanaway to accept the minutes of the August 14th meeting as presented. The motion carried with Fivecoate absent

It was moved by Hunter and seconded by Buffetta to close the meeting and open the public hearing. The motion carried with Fivecoate absent.

The purpose of the public hearing is to Amend Chapter 154 of the Mountain Iron City Code
Insert the following:

- **Section 1540.22 C (14) Rural Residential District (RR)**
- **Section 154.023 C (9) Urban Residential District, Non-Sewered (UB/NS)**
- **Section 154.024 C (8) Urban Residential District, Sewered (UR/S)**
- RV used as a dwelling on a temporary basis and left on site. Adequate provisions for water supply and sewage disposal must be demonstrated. No appurtenances (such as decks or porches) may be constructed for the RV. The temporary use may not exceed one year.

Ed Roskoski gave the commission a Hilltop Camper and RV flyer and definitions of RV's, campers, etc.

It was moved by Soyering and seconded by Hunter to close the public hearing and reopen the regular meeting. The motion carried with Fivecoate absent.

Public Forum:

- A representative of Superior Oil inquired about the Zoning on property on the corner of Hwy 169 and Mud Lake Road. It is Zoned commercial. He was advised to attend the next EDA meeting.
- Mike Ehlert asked the Commission if the City has a Rental License, as he was concerned about a single family dwelling converted into a multifamily dwelling.

It was moved by Soyering and seconded by Hunter to direct Jerry Kujala, Zoning Administrator to send a letter to the owners of 5753 and 5751 Mountain Avenue, Mountain Iron inquiring about lack of permits to renovate the property. The motion carried with Fivecoate absent.

Zoning Administrator:

- Reported that the ERATS will be applying for a Conditional Use permit for the shipping container on their property.

It was moved by Hunter and seconded by Hunter to recommend the City Council approve the Amendment to Chapter 154 of the Mountain Iron City Code with the following changes:

➤ **Change Section 1540.22 - 154.022**

- Add: Conditional Use permit may be extended if a building permit has been issued for a single family dwelling. The motion carried with Fivecoate absent.

At 8:00p.m., it was moved by Buffetta and seconded by Hunter that the meeting be adjourned. The motion carried with Fivecoate absent.

Respectfully submitted by:

Margaret Soyering, Secretary



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 20-23

AUTHORIZING THE CITY OF MOUNTAIN IRON TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM THE DEVELOPMENT INFRASTRUCTURE GRANT PROGRAM FROM THE DEPARTMENT OF IRRR

WHEREAS, the Mountain Iron City Council approves of the attached application for the Enterprise Drive NE Improvement project; and,

WHEREAS, the Mountain Iron City Council agrees to accept funding for the underlying project if approved by the Department of IRRR.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that it does hereby adopt this Resolution.

DULY ADOPTED BY THE CITY COUNCIL THIS 20th DAY OF DECEMBER, 2023.

Mayor Peggy Anderson

ATTEST:

City Administrator



BENCHMARK
ENGINEERING, INC.

October 31, 2023

ENGINEER'S PRELIMINARY ESTIMATE OF QUANTITIES AND OPINION OF COST
ROAD AND UTILITY EXTENSION TO ENTERPRISE DRIVE NE
CITY OF MOUNTAIN IRON, MINNESOTA
PROJECT NO: MI23-CE

BUDGETARY ONLY

SPEC. NO.	ITEM	UNITS	UNIT COST	ROAD OPTION 2 (890' ROADWAY W/ CUL-DE-SAC)	
				ITEM QUANTS	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	\$25,000.00	1.0	\$25,000.00
2101.511	CLEARING AND GRUBBING	LUMP SUM	\$7,500.00	1.0	\$7,500.00
2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN. FT.	\$5.00	24.0	\$120.00
2105.501	COMMON EXCAVATION	CU. YD.	\$20.00	2,200.0	\$44,000.00
2105.503	ROCK EXCAVATION	CU. YD.	\$40.00	100.0	\$4,000.00
2105.522	SELECT GRANULAR BORROW (CV)	CU. YD.	\$30.00	1,100.0	\$33,000.00
2105.535	SALVAGED TOPSOIL (LV)	CU. YD.	\$20.00	375.0	\$7,500.00
2105.604	GEOTEXTILE FABRIC TYPE V	SQ. YD.	\$3.00	3,250.0	\$9,750.00
2211.503	AGGREGATE SURFACING, CLASS 5	CU. YD.	\$60.00	175.0	\$10,500.00
2211.503	AGGREGATE BASE, CLASS 5 (CV)	CU. YD.	\$40.00	750.0	\$30,000.00
2350.501	TYPE LV 4 WEARING COURSE MIXTURE	TON	\$90.00	250.0	\$22,500.00
2350.502	TYPE LV 3 NON WEARING COURSE MIXTURE	TON	\$90.00	525.0	\$47,250.00
2357.502	BIT. MATERIAL FOR TACK COAT	GAL.	\$5.00	287.0	\$1,435.00
2503.511	6" PVC PIPE SEWER	LIN. FT.	\$40.00	600.0	\$24,000.00
2503.511	8" PVC PIPE SEWER	LIN. FT.	\$40.00	850.0	\$34,000.00
2503.602	8" x 6" PVC WYE	EACH	\$275.00	10.0	\$2,750.00
2503.602	CONNECT TO EXISTING MANHOLES (SAN.)	EACH	\$750.00	1.0	\$750.00
2504.602	HYDRANT ASSEMBLY	EACH	\$8,500.00	1.0	\$8,500.00
2504.602	6" GATE VALVE & BOX	EACH	\$3,500.00	10.0	\$35,000.00
2504.602	8" GATE VALVE & BOX	EACH	\$4,000.00	1.0	\$4,000.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	\$1,000.00	1.0	\$1,000.00
2504.603	6" WATERMAIN DI CL. 52	LIN. FT.	\$45.00	600.0	\$27,000.00
2504.603	8" WATERMAIN DI CL. 52	LIN. FT.	\$60.00	875.0	\$52,500.00
2504.608	DUCTILE IRON FITTINGS	POUND	\$7.00	255.0	\$1,785.00
2506.501	CONST. DRAINAGE STRUCTURE DES 4007	LIN. FT.	\$600.00	36.0	\$21,600.00
2506.516	CASTING ASSEMBLY	EACH	\$1,000.00	3.0	\$3,000.00
2573.502	SILT FENCE, PREASSEMBLED	LIN. FT.	\$6.00	2,000.0	\$12,000.00
2575.501	TURF ESTABLISHMENT	LUMP SUM	\$3,000.00	1.0	\$3,000.00

ESTIMATED CONSTRUCTION COST: \$473,440.00
CONTINGENCY (20%): \$94,688.00
ENGINEERING - DESIGN & CONSTRUCTION PHASE: \$89,953.60

ESTIMATED PROJECT COST (BITUMINOUS SURFACE): **\$658,081.60**

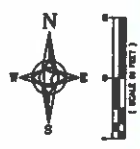
SECTION: 12" SELECT, 8" CLASS V, 1.5" WEAR COURSE, 3.5" NON-WEAR COURSE, GEOTEXTILE FABRIC

Notes:

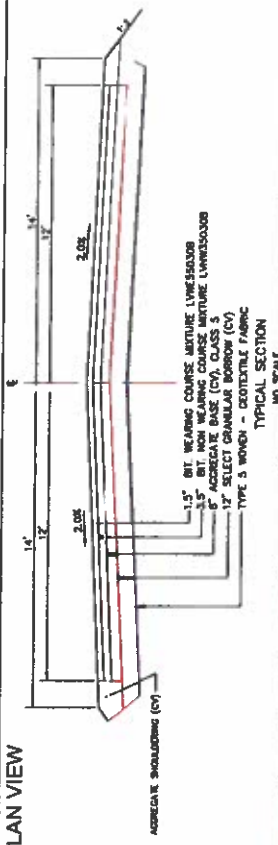
- Design & Construction engineering costs are estimated only.
- Estimate was completed without any topography.
(no storm sewer costs were included)
- No soil borings or wetland delineation have been conducted on the site.

WARNING
BEFORE DRIVING
CALL 800-552-7773
RECOMMENDED BY LAW

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN
IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS
DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE
38-2, ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE
UTILITY DATA."



PLAN VIEW



BENCHMARK
ENGINEERING, INC.

10000 Highway 100
Suite 100
Minnetonka, MN 55345
Phone: (763) 841-1000
Fax: (763) 841-1001
www.benchmarkeng.com

DATE	REVISIONS	DESCRIPTION

PROJECT NO. 10000
SHEET NO. 10000
DRAWN BY: J. J. J.
CHECKED BY: A. J.

DATE	REVISIONS	DESCRIPTION

ENTERPRISE DR
EXTENSION

MTN IRON, MINNESOTA

PLAN VIEW &
TYP. SECTION

SHEET NO. X OF X



October 15, 2023

Dear City Council Members,

We appreciate The City of Mt. Iron's prior contract support and look forward to serving you for many years to come. We need to request a slight increase for the coming years. We believe the attached document will explain the reasons for this request.

As you plan your budget, please consider our Humane Society and its precarious financial position. We deliver a service that each community is required by law to provide for their citizens. By providing this service for our local communities we save your citizens and community money and ensure sheltering and animal control services are available at very reasonable cost.

Sincerely,

The Mesabi Humane Society



Executive Summary

For 45 years, The Mesabi Humane Society (MHS) (originally the Range Animal Shelter) has resided in Virginia, MN. We are a 501(c)3, 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 hoarding situations, sometimes rescuing as many as 76 animals at one time; these large hoarding situations can take weeks of time to set live traps and return for pickup.
- shelter 427-605 animals per year, at an initial average cost of \$500 per animal (cost may vary)
- 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 hoarding 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. With the rising cost of veterinarian services and the amount of animals we have taken in. For these reasons, we must increase contract fees to ensure the shelter survives for the community's benefit and for the animals we serve.

per animal initial cost

Dog

- **Spay - \$350.00**
- **Neuter - \$275.00**
- **Vaccinations - \$88.00**
- **Other expenses include general office visit fees, lymes testing, food.**

Cat

- **Spay - \$207.50**
- **Neuter - \$67.50**
- **Vaccinations - \$66 for Adults, \$74 for Kittens**
- **Other expenses include general office visit fees, lymes testing, upper respiratory medicines, food and litter**

Capability

We are operating with a minimum number of highly dedicated employees: Mary Stocco, Shelter Manager, Liz Ward, Animal Control Officer, Bri Irgang, Kennel Attendant and backup ACO, and kennel attendants Tammy Cuff, Mardi Janke, Lexi Martinez and Brie Kippola (who is also a Vet Tech). Our staff are highly experienced, trained and qualified to care for the animals.

Financial Situation

Our financial situation is untenable. Our net operating loss for the last year was -\$22,011.

As a 501(c)3 Non-Profit, our sources of funding come from city contracts, donations from generous citizens, grants and fundraising efforts. Without these, we would not be able to operate.

With a critical shortage of basic operating funds, we struggle to make payroll and pay bills. In addition, our shelter building is 37 years old and needs substantial repair. These renovations are slowly being done, 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. 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.

Please remember that Minnesota state animal regulation ordinances 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. 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 the last few years.

CONTRACT FOR SERVICE

This contract, made and entered into this first day of January 2024 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, 2024, through December 31, 2026 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 be animals maybe 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 Municipalities 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(electronically) the results of all patrolling, warnings given, tickets issued, complaints and responses on a monthly basis and in a timely fashion. The Municipality will inform MHS to whom this report is to be sent. 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 five (5) working days in their holding facility. This allows owners adequate time to claim their pet. After the fifth 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, (i.e. Covid 19) the Mesabi Humane Society will collect the cost (MHS cost) of a spay or neuter, when available or offer patrons a rebate when they independently seek to spay or neuter their newly adopted pet at a veterinary clinic of their choice. They must provide proof of spay or neuter to receive their deposit back.

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. COMPENSATION

The Municipality shall pay the Mesabi Humane Society \$25,000.00 for the year 2024, \$26,150.00 for the year 2025 and \$27,300.00 for the year 2026 for animal control services beginning January 1, 2024, and concluding December 31, 2026. Payments are due the first of each month for the ensuing period of service (i.e., January 1 payment for January services, etc.). Mesabi Humane Society shall provide a monthly statement to the Municipality. A 10% fee may be charged for each late payment. Payments are considered late after the tenth (10) 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.

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 in effect and hereinafter adopted by the Municipality. It will be the sole responsibility of the Municipality to provide 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. GENERAL LIABILITY: Coverage shall have minimum limits to \$2,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property damage Liability.

VIII. 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.

IX. MODIFICATIONS

Any material alternations, 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 official 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 _____

DATE _____

TITLE _____

MUNICIPALITY

BY _____

DATE _____

TITLE _____



Xtream • Business • OnMedia

Theresa Sunde
Senior Manager, Government Relations

November 10, 2023

Dear Community Official:

The purpose of this letter is to inform you that, on or about December 15, 2023, Mediacom will be implementing the following programming changes and rate adjustments:¹

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge ²	\$22.65	\$26.74	\$4.09
Regional Sports Surcharge	\$8.96	\$9.47	\$0.51
Essential TV	\$80.00	\$90.00	\$10.00
Variety TV	\$105.00	\$115.00	\$10.00
DVR Service	\$14.95	\$19.99	\$5.04
Multi-Room DVR Service	\$19.95	\$19.99	\$0.04
Additional TiVo, Xtream1 or Digital Adapter	\$8.50	\$9.99	\$1.49
Other Additional Digital Receivers	\$10.50	\$9.99	(\$0.51)

The decision to make price adjustments is always a difficult one. However, the fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC as well as regional and national sports networks continue to grow rapidly. In addition, supply chain challenges and labor shortages experienced over the past couple years have resulted in significant inflationary pressure across our business.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at tsunde@mediacomcc.com

Sincerely,
Theresa Sunde

1652

¹ Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

² Mediacom bills monthly in advance. As a result, the increases for both the Local Broadcast Surcharge and Regional Sports Surcharge are based on our best estimate of the cost increases our company will incur for broadcast and regional sports programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.