

MOUNTAIN IRON CITY COUNCIL MEETING

**TUESDAY, JANUARY 16, 2024
6:30P.M.**

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
TUESDAY, JANUARY 16, 2024 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the January 2, 2024, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
 - A. Mayor's Report
 - 1. Reorganization and Appointments (#7)
 - B. City Administrator's Report
 - C. Director of Public Work's Report
 - 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. Planning and Zoning Commission
 - 1. Conditional Use Permit – Sandvig (#9)
 - I. Liaison Reports
- VI. Unfinished Business
 - A. Firefighter Equipment Policy (#10)
- VII. New Business
 - A. Resolution Number 01-24 Ordering Plans (#11)
 - B. Agreement for Services (#12-18)
 - C. Community Center Painting Quotes (#19-20)
 - D. Sand Pro 3040 Purchase (#21-22)
 - E. Authorization to Serve Alcohol (#23)
- VIII. Communications (#24)
- IX. Announcements
- X. Adjourn

Page Number in Packet
*Enclosed

MINUTES
MOUNTAIN IRON CITY COUNCIL
January 2, 2024

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

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

1. Approve the minutes of the December 18, 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 December 16-31, \$1,107,438.51 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period December 16-31, totaling \$506,356.88 (a list is attached and made a part of these minutes).

The motion carried (Yes: Stanaway, Prebeg, Buria, Anderson; No: Roskoski).

It was moved by Roskoski and seconded by Prebeg to amend the motion , so that the wrong recorded votes on the motion on the bottom of page 3 and the 3rd motion down on page 4, be recorded correctly in the future amended minutes. The motion carried.

It was moved by Roskoski to amend the motion, to remove the Parts City bills in the amount of \$348.00 and the Napa Auto Parts bills in the amount of \$107.00 from the consent agenda for separate consideration. The motion failed due to lack of support.

Public Forum:

- No one spoke during the forum

The Mayor reported on the following:

- No formal report

It was moved by Prebeg and seconded by Buria to table the appointment of Deputy Mayor for the 2024 year and City Advisory Board and Commission appointments until the next City Council meeting in two weeks. The motion carried.

It was moved by Prebeg and seconded by Roskoski to designate The Trenti Law Firm as the City's Attorney for 2024 year. The motion carried.

It was moved by Prebeg and seconded by Stanaway to designate Benchmark Engineering as the City's Engineering Firm for 2024 year. The motion carried.

It was moved by Buria and seconded by Prebeg to appoint the Hometown Focus as the official newspaper for the City of Mountain Iron for 2024 year. The motion carried.

It was moved by Roskoski to amend the motion to also include the Mesabi Tribune as the official newspaper, like many other area Cities and School Districts. And publish the Mountain Iron's official complete City Council meeting minutes in both newspapers or at least the Hometown Focus as many other communities. The amended motion failed due to lack of support.

It was moved by Buria and seconded by Stanaway to set the official City Council meetings for the first and third Mondays of the month at 6:30 p.m. at City Hall in the Mountain Iron Room. The motion carried.

It was moved by Stanaway and seconded by Buria to designate the City's official depositories as the American Bank, Frandsen Bank, Wells Fargo Bank, US Bank, Twin City Federal, League of Minnesota Cities 4M Fund, Miller Johnson Steichen Kinnard, Inc., Morgan Stanley, Northland Securities, First National Bank of Buhl, and Federal Home Loan Bank, for 2024 year. The motion carried.

City Administrator:

- No formal report

Director of Public Works:

- Trucks out over the weekend due to the light snow and rain

It was moved Roskoski and seconded by Prebeg for City Staff to contact Hibbing Renewable Energy Center to see if they would be interested in taking take waste wood to burn, to make free energy as they call it. The motion carried.

Library Director/Special Events Coordinator:

- Winter Reading program
 - January 8th – February 29th

Sheriff's Department:

- No formal report

City Engineer:

- No formal report

Fire Department:

- Overall quiet winter thus far due to weather, due to warmer temperatures

It was moved by Roskoski and seconded by to accept the Fire Department report as presented. The motion failed due to lack of support.

It was moved by Stanaway and seconded by Prebeg to approve the recommendation of the Public Health & Safety Board and approve the Fire Department training and Equipment Policy as presented. The motion failed.

It was moved by Roskoski to have the Mountain Iron City Attorney review the Fire Department training and Equipment Policy proposal as presented, in regard to legality and provide a report as soon as possible. The motion failed due to lack of support.

It was moved by Prebeg and seconded by Roskoski to table the recommendation of the Public Health & Safety Board for the Fire Department training and Equipment Policy as presented and have the City Attorney review and re-presented at the next Council meeting. The motion carried.

It was moved by Prebeg and seconded by Stanaway to reschedule the January 15, 2024, City Council meeting due to the Martin Luther King Holiday to Tuesday, January 16, 2024, at 6:30pm. The motion carried.

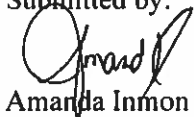
It was moved by Prebeg and seconded by Buria to donate \$250 to the St. Louis County Agricultural Fair Association, for the 2024 St. Louis County Fair, monies to come from the Charitable Gambling Fund. The motion carried on roll call vote.

Announcements:

- St. Louis County Public informal meeting regarding proposed sidewalk
 - Monday, January 8th @ 6:00pm

At 7:09p.m., it was moved by Buria and seconded by Prebeg that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	200.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	250.00
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	50.00
INTERGOVERNMENTAL REVENUE	LOCAL GOVERNMENT AID	101-33-3401-000	718,429.50
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	101-33-3401-011	528.99
INTERGOVERNMENTAL REVENUE	STATE FIRE AID	101-33-3401-010	125,242.00
METER DEPOSITS	ELECTRIC	604-22000	450.00
METER DEPOSITS	WATER	601-22000	40.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	10.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	121,271.13
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	230-31-1010-000	285.47
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	3,474.00
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	353.94
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	565.72
UTILITY	UTILITY	001-11105	136,287.76
Grand Totals:			1,107,438.51

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/24	01/04/2024	160036	10012	ABE ENVIRONMENTAL SYSTEMS, INC	101-20200	3,017.60
01/24	01/04/2024	160037	60033	ANDREW POCKET	101-20200	58.99
01/24	01/04/2024	160038	10075	ARAMARK UNIFORM SERVICES	603-20200	181.32
01/24	01/04/2024	160039	10042	AUTO VALUE VIRGINIA	101-20200	273.21
01/24	01/04/2024	160040	20039	BIOSOLIDS DISPOSAL SITE	602-20200	6,400.67
01/24	01/04/2024	160041	14008	BRIAN HOAG	101-20200	310.00
01/24	01/04/2024	160042	30055	BTAC ACQUISITION CORP.	101-20200	1,128.30
01/24	01/04/2024	160043	8058	CASEY KINTNER	101-20200	60.00
01/24	01/04/2024	160044	30016	CHAMPION AUTO	101-20200	348.20
01/24	01/04/2024	160045	30054	CIVIC SYSTEMS, LLC	602-20200	5,149.00
01/24	01/04/2024	160046	30073	COMPENSATION CONSULTANTS, LTD	602-20200	152.00
01/24	01/04/2024	160047	190096	CURTIS SCHRAMM	101-20200	210.00
01/24	01/04/2024	160048	40048	DVS RENEWAL	101-20200	708.75
01/24	01/04/2024	160049	30102	ERIC MONSON	101-20200	90.00
01/24	01/04/2024	160050	60029	FERGUSON ENTERPRISES INC	101-20200	1,712.18
01/24	01/04/2024	160051	60006	FISHER PRINTING COMPANY	101-20200	794.00
01/24	01/04/2024	160052	190090	GARRETT LENZEN	101-20200	150.00
01/24	01/04/2024	160053	70016	GOPHER STATE ONE CALL INC	604-20200	16.20
01/24	01/04/2024	160054	80037	HOMETOWN MEDIA PARTNERS	101-20200	57.00
01/24	01/04/2024	160055	30079	HUNTER GILBERT	101-20200	120.00
01/24	01/04/2024	160056	10043	IRON RANGE ENGINEERING & CONSULTING	604-20200	3,928.50
01/24	01/04/2024	160057	98	JENNIFER TOMCZYK	101-20200	120.00
01/24	01/04/2024	160058	100027	JK MECHANICAL CONTRACTORS INC	101-20200	1,398.33
01/24	01/04/2024	160059	14000	JORDAN BISSONETTE	101-20200	60.00
01/24	01/04/2024	160060	30070	JULIA KNAPPER	101-20200	300.00
01/24	01/04/2024	160061	140065	KEITH NYMAN	101-20200	150.00
01/24	01/04/2024	160062	200055	KYLE TOMCZYK	101-20200	60.00
01/24	01/04/2024	160063	120002	LAWSON PRODUCTS INC	101-20200	248.11
01/24	01/04/2024	160064	60021	LENNY ALBRECHT	101-20200	58.99
01/24	01/04/2024	160065	160037	LINDE GAS & EQUIPMENT INC.	101-20200	139.07
01/24	01/04/2024	160066	940	LISA RICHARDS	101-20200	120.00
01/24	01/04/2024	160067	130030	MACQUEEN EQUIPMENT	603-20200	1,711.42
01/24	01/04/2024	160068	80032	MESABI COMMUNITY TELEVISION	101-20200	1,400.00
01/24	01/04/2024	160069	130006	MESABI HUMANE SOCIETY	101-20200	2,083.34
01/24	01/04/2024	160070	130004	MESABI TRIBUNE	101-20200	37.50
01/24	01/04/2024	160071	130194	MID-STATE TRUCK SERVICE INC.	603-20200	524.14
01/24	01/04/2024	160072	130102	MINNESOTA DEPT OF HEALTH	101-20200	525.00
01/24	01/04/2024	160073	130009	MINNESOTA POWER (ALLETE INC)	101-20200	252.31
01/24	01/04/2024	160074	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.17
01/24	01/04/2024	160075	1901041	MN DEPARTMENT OF TRANSPORTATION	301-20200	43,999.31
01/24	01/04/2024	160076	30001	NAPA AUTO PARTS	603-20200	107.14
01/24	01/04/2024	160077	1901018	NORTH CENTRAL LABORATORIES	602-20200	231.32
01/24	01/04/2024	160078	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	118,174.10
01/24	01/04/2024	160079	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	178.45
01/24	01/04/2024	160080	140056	NORTHLAND TRUST SERVICES INC	601-20200	112,970.00
01/24	01/04/2024	160081	150023	OSI ENVIRONMENTAL INC	101-20200	484.15
01/24	01/04/2024	160082	100012	OXYGEN SERVICE COMPANY	101-20200	480.63
01/24	01/04/2024	160083	130017	PARK STATE BANK	602-20200	427.18
01/24	01/04/2024	160084	170007	QUILL CORPORATION	101-20200	41.94
01/24	01/04/2024	160085	180029	RGGS LAND & MINERALS, LTD., LP	101-20200	300.00
01/24	01/04/2024	160086	180006	RMB ENVIRONMENTAL LABORATORIES	602-20200	720.92
01/24	01/04/2024	160087	190024	ST LOUIS COOUNTY SHERIFF	101-20200	46,666.67
01/24	01/04/2024	160088	190106	ST LOUIS COUNTY AGRICULTURAL	230-20200	250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/24	01/04/2024	160089	190032	STUART C. IRBY CO.	604-20200	904.01
01/24	01/04/2024	160090	5007	SUN LIFE FINANCIAL	602-20200	947.73
01/24	01/04/2024	160091	130021	THE TOOL CHEST INC.	603-20200	129.99
01/24	01/04/2024	160092	200020	THE TRENTI LAW FIRM	101-20200	3,477.90
01/24	01/04/2024	160093	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	5,260.14
01/24	01/04/2024	160094	30072	VC3	101-20200	3,150.65
01/24	01/04/2024	160095	220025	VERIZON WIRELESS	601-20200	96.00
01/24	01/04/2024	160096	220014	VIKING INDUSTRIAL NORTH	101-20200	1,070.00
01/24	01/04/2024	160097	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	4,575.98
01/24	01/04/2024	160098	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	329.85
01/24	01/04/2024	160099	14003	TYLER NYGAARD	101-20200	250.00
01/24	01/04/2024	160100	210001	UNITED ELECTRIC COMPANY	604-20200	2,494.50

Grand Totals:

382,236.86

PP-Ending - 12/22

124,120.02

TOTAL EXPENDITURES

\$506,356.88

COUNCIL LETTER 011624-VIA1

MAYOR ANDERSON

REORGANIZATION

DATE: December 28, 2023

FROM: Mayor Anderson

Craig J. Wainio
City Administrator

As part of the reorganization of the City, the Mayor is recommended that the City Council adopt the following:

- A. Deputy Mayor – Joe Prebeg
- B. City Advisory Board/Commission Appointments:
 - 1) Utility Advisory Board (3-year term)
 - a. Bret Renzaglia (I)
 - b. Ron Ostman
 - 2) Parks & Recreation Board (3-year term)
 - a. Arin Marks (I)
 - b. Joe Prebeg (I)
 - c. Dan Lind
 - 3) Economic Development Authority (5-year term)
 - a. Julie Buria
 - b. Kim Koebensky
 - 4) Public Safety and Health Board (3-year term)
 - a. Julie Buria (I)
 - b. Steve Hunter (I)
 - c. Mary Luomanen
 - 5) Planning and Zoning (3-year term)
 - a. Margaret Soyering (I)
 - b. Jim Techer (I)
 - c. Steve Hunter (I)
 - 6) Library Board
 - a.

Mountain Iron Public Library

Monthly Report

December 2023

Circulation

Items checked out: 1,199 Items checked in: 1,231

Total Circulation of materials in December: 2,430

Attendance:

Adults: 366 Youth: 123 Patrons in December: 489

Special Events/Programs held: 8 (103 participants)

Reference Desk visits (email, phone, and messenger): 141 Computer Use Sessions: 70

Total Library usage: 592

Events and Activities at the library in December:

December 4th: ALS Training/ Spirit Lake 4H Club meeting

December 4th, 11th & 18th: St. Louis County Diversion Program

December 6th: ALS Compass Meeting

December 6th & 13th: Kids Book Club

December 12th: ALS Training

December 12th: Book-to-Movie events

December 13th: Library Board Meeting

December 14th: HEY Homeschool Group/ Home Daycare story times

December 15th: Young Reader Story Times

December 27th: Iron Range Tykes visits

December 15th & 16th: HOLIDAY LIGHTING CONTEST/ SANTA VISIT (MIFD)

January 2nd – February 29th: WINTER READING PROGRAM

CITY OF MOUNTAIN IRON



CONDITIONAL USE PERMIT



VARIANCE APPLICATION

Name of Owner: MIKE KOSKI SANDVIR Signature of Owner: _____
 Address: 5490 Mtn Iron Drive Date: _____
Virginia MN 55792

218-348-1110

LEGAL DESCRIPTION:

PARCEL CODE: 175-0065-00420

PLAT NAME: WEST VIRGINIA MOUNTAIN IRON; SECTION: - ; TOWNSHIP: - ; RANGE: - ; LOT: - ; BLOCK: 002;
 DESCRIPTION: WLY 1 FT OF LOT 14 AND ALL OF LOTS 15 AND 16 INC PART OF VAC 2ND ST AND VAC
 ALLEY ADJ

Description of Proposed Use for CONDITIONAL USE PERMIT:

STORE A 40 FOOT LONG CONEX ON NORTHEAST OF BUILDING
 TO HOUSE INVENTORY INTENDED FOR LOCAL TACONITE MINES.

Statement as to why proposed use will not cause injury to value of adjoining property.

IT IS A STATIONARY UNIT & EARTH TONED IN COLOR.

Statement as to how proposed use is to be designed, arranged, and operated in order to permit development and use of neighboring property.

IT IS NOT CONFLICTING WITH NEIGHBORING PROPERTY.

Area for which VARIANCE requested: (i.e. setbacks, height, etc)

Statement addressing condition of "undue hardship" for which VARIANCE is requested.

*Owner is required to submit a vicinity map, drawn to scale, showing owners and adjoining property including all existing or proposed buildings or uses. Use reverse side of this form.

OFFICE USE ONLY

ITEM	ACTION	DATE	INITIAL
Application Submitted	submitted	12/11	
Application Paid	6.020457 paid via card	12/11	
Zoning Administrator Review	approved	12/15	
Public Hearing Set	date set	12/15	
Hearing Notice Published	published	12/29	
Planning & Zoning Recommendation (Board of Adjustment and Appeals Rec.)			
City Council Action			
Filed with County Recorder			

Conditions Attached _____



Mountain Iron Fire Department

Fire Department Training and Equipment Policy

I. Policy Number 2024-XX

Adopted Policy

As a new hire with the Mountain Iron Fire Department, I acknowledge and recognize that the City of Mountain Iron will incur considerable expenses for my initial and ongoing training as a firefighter and/or first responder. As a result of the training and experience that I receive, I will acquire valuable skills.

Therefore, I hereby sign this document as my authorization and agreement that, if I resign my position as a firefighter and/or first responder, or if I am terminated during the first two years of my employment as a firefighter and/or first responder with the City, I will reimburse the City for the costs and expenses incurred by the City for my initial and ongoing training as a firefighter and/or first responder. In addition, I will reimburse the City for the costs and expenses incurred to provide my initial set of structural turnout gear (bunker pants, jacket, helmet, boots) as those articles are custom ordered for me and may not have value for others within the department, provided however, that such payment does not create in me any ownership rights or rights with regard to such gear.

Further, I hereby agree that, when I resign, retire, or am terminated from my position as a firefighter and/or first responder, I will return to the City any and all of the City owned equipment, clothing and gear which the City provides to me in the course of my service as a firefighter and/or first responder. Any such gear shall be returned in a good and workable condition.

The signee of this policy may have the cost reimbursement requirements waived within the two-year period if unforeseen hardships arise. Waiver must be requested by the signee to the Chief. The Chief shall present the waiver request to the Health and Safety Board for review and recommendation to the City Council for determination.

During the period in which a member of the Fire Department or first responder service is subject to this policy, they will be provided notice of the amount and upon significant increases to the existing repayment obligation upon reasonable intervals.

Printed Name

Witness (Chief) Printed Name

Signed Name

Witness (Chief) Signed Name

Date

Date



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 01-24

ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, Resolution Number 17-23 was adopted by the City Council on the 2nd day of October, 2023, applying for an IRRRB Grant for the proposed Mineral Avenue Watermain Replacement Project, and

WHEREAS, the City of Mountain Iron was awarded funding under the IRRRB Community Infrastructure program for the Mineral Avenue Watermain Replacement Project.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the IRRRB Grant application.
2. Such improvement is hereby ordered as outlined in the IRRRB Grant application.
3. Benchmark Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

DULY ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JANUARY, 2024.

Mayor Peggy Anderson

ATTEST:

City Administrator



January 10, 2024

Agreement for Services

Between

Client:

Craig Wainio
Mountain Iron Public Utilities
8586 Enterprise Drive
Mountain Iron, MN 55768
218-748-7570
cwainio@ci.mountain-iron.mn.us

and

Consultant:

Frontier Energy, Inc.
7935 Stone Creek Dr. Suite 140
Chanhassen, MN 55317

A. Project Overview

Consultant shall identify and quantify rebate opportunities for custom commercial and industrial energy efficiency projects and assist in the management of Client's commercial and industrial energy conservation programs.

Fixed monthly fee of \$884.75 for Client's 0.95% energy conservation savings goal of 156,719 kWh.

Effective January 1, 2025, there will be an increase of 7.5% to account for inflation.

Project Completion Date: 12/31/2025

Recitals

- A. Client desires to engage Consultant to provide consulting services.
- B. Consultant desires to provide consulting services to Client for the Project.
- C. Client desires to retain Consultant to provide certain consulting services, as set forth in Exhibit A ("Scope of Work"), and Consultant desires to provide such services to Client, all pursuant to the terms and conditions set forth herein.

Agreement

This Agreement for Services ("Agreement") is by and between Client and Consultant, each having a place of business at the addresses set forth above. Client and Consultant may individually be referred to herein as a "Party" and collectively as the "Parties". In reference to Recitals A through C above, which are incorporated herein, and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate on the Termination Date as described in Section 3 of this Agreement. Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
2. **Fees.** Client shall pay all charges, as detailed below and Exhibit A, within thirty (30) days after receipt of a written invoice therefore. A 1 ½% monthly rebilling charge will be added to past-due invoices. The Scope of Work and Fees attached to this Agreement as **Exhibit A** is incorporated herein by this reference, as may be amended from time to time by mutual written agreement of the Parties.
3. **Termination.** This Agreement shall continue in effect until the Termination Date which can occur as follows:
 - 3.1 **Automatic Termination.** This Agreement shall automatically terminate upon the occurrence of any of the following events:
 - (A) The day immediately following the Project Completion Date (the “**Termination Date**”) where this Agreement has not been expressly extended in writing by the Parties;
 - (B) Bankruptcy or insolvency of either Party;
 - 3.2 **Consultant’s Right to Terminate this Agreement without Cause.** Notwithstanding any other provision of this Agreement, Consultant may terminate this Agreement at any time by giving six (6) months written notice to Client (the “**Termination Notice**”). The Parties’ obligations hereunder shall terminate on the date that is six (6) months after the date of the Termination Notice (the “**Termination Date**”). Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
 - 3.3 **Client’s Right to Terminate this Agreement without Cause.** Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time by giving six (6) months written notice to the other Party (the “**Termination Notice**”). The Parties’ obligations hereunder shall terminate on the date that is six (6) months after the date of the Termination Notice (the “**Termination Date**”). Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
4. **Assignment.** Client shall not assign, delegate or transfer its rights, obligations or interests under this Agreement without the prior written consent of Consultant which will not be unreasonably withheld.
5. **Indemnification.** Consultant shall indemnify, defend and hold Client, its principals, officers, directors, shareholders, and employees (the “**Client Parties**”) harmless from and against any and all liabilities resulting from third party claims for loss, damage or injury to persons or property (“**Liabilities**”) arising from the negligence or misconduct of Consultant, including any Liabilities arising from breach of this Agreement; provided, however, that Consultant’s total liability under this Agreement shall be limited to the amount of the fees paid by Client pursuant to the Fee Schedule. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Consultant’s indemnity obligation as set forth in this Section shall survive the termination of this Agreement for a period of six (6) months. In no event shall Consultant be liable to Client for (A) any lost profits, consequential or punitive damages in connection with this Agreement, (B) any Liabilities arising from the negligence or willful misconduct of the Client Parties, or (C) any Liabilities arising from the mere discovery and

reporting by Consultant (as may be required by law) of any environmental or construction defects.

6. Miscellaneous Provisions.

- 6.1 Interpretation. This Agreement sets forth the entire agreement of the Parties concerning the subject matter hereof, and this Agreement supersedes any and all prior negotiations, discussions, and agreements. Any prior agreements, promises, or negotiations not expressly set forth in this Agreement are of no force and effect. Any oral representations of modifications concerning this agreement shall be of no force or effect, except for a subsequent modification in writing signed by the Party against whom enforcement is sought. This Agreement has been drafted by a joint effort of the Parties and shall be interpreted without regard to which Party is the drafting Party, and each Party waives the benefit of any law or judicial decision providing otherwise. The term “including,” shall be deemed to mean “including without limitation.”
- 6.2 Successors and Assigns. This Agreement shall inure to, and be binding upon, the respective assigns and successors in interest of the Parties hereto.
- 6.3 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic and facsimile signatures on this Agreement shall constitute original signatures of the Parties.
- 6.4 Compliance with Laws. The Parties shall each comply with all rules, orders, determinations, laws and ordinances of any federal, state or local authority having or exercising jurisdiction over the subject matter of this Agreement.
- 6.5 Survival of Terms. All representations, warranties and indemnification made or given by each of the Parties hereto pursuant to this Agreement and all causes of actions, rights and remedies which the Parties may have as a result of a breach of any provision of this Agreement, shall survive any termination of this Agreement, unless otherwise set forth herein.
- 6.6 Governing Law. This Agreement shall be governed by the procedural and substantive law of the State of Minnesota, excluding its conflicts of law principles.
- 6.7 Third Party Rights. No rights hereunder shall accrue to the benefit of any person or entity not a Party hereto, except as expressly set forth herein.
- 6.8 Waiver. The waiver by either Party of any breach or violation of, or default under, any provision of this Agreement shall not be deemed a continuing waiver by such Party of any other provision or of any subsequent breach or violation of this Agreement or default hereunder.
- 6.9 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 6.10 Headings. The section headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- 6.11 Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, insurrection, war, lockouts, accidents, or other events beyond the other's control.

- 6.12 Notices. Any and all notices provided for herein shall be in writing and shall be delivered personally, by reputable overnight courier, electronically with confirmation of delivery, United States mail, certified with return receipt requested, postage, and addressed as follows:

If to Consultant: Frontier Energy, Inc.
 PO Box 530293
 Atlanta, GA 30353-0293
 612-598-8743
 Attn: Matt Haley

If to Client: Mountain Iron Public Utilities
 8586 Enterprise Drive
 Mountain Iron, MN 55768
 218-748-7570
 Attn: Craig Wainio

Such notices shall be deemed received when delivered or rejected, but notices delivered after 5:00 p.m. shall not be considered delivered until the next business day. Either Party may change its address for the purpose of this Section by giving at least five (5) days prior written notice of such change to the other Party in the manner provided herein.

- 6.13 Amendments. This Agreement may be amended, in whole or in part, only by further written agreement duly executed by each of the Parties hereto.
- 6.14 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth herein. The following constitute the exhibits to this Agreement:

Exhibit A – Scope of Work and Fees

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below (“Effective Date”).



CONSULTANT:

Frontier Energy, Inc.,

By: Matt Haley

Its: Vice President

Dated: _____

CLIENT:

Mountain Iron Public Utilities,

By:

Its:

Dated: _____

Exhibit A – Scope of Work and Fees

Project Description

Services to be performed: Consultant shall identify and quantify rebate opportunities for custom commercial and industrial energy efficiency projects and assist in the management of Client's commercial and industrial energy conservation programs. Performing in person site visits and facilitating communications between Client and its customers.

Scope of Services

Project Tasks & Deliverables

Consultant shall undertake reasonable efforts to perform the following Tasks and produce the Deliverables below:

Commercial and industrial customer energy audits.

Commercial and industrial customer custom rebates to achieve 0.95% energy conservation goal of 156,719 kWh.

Annual State conservation programs reporting.

Consulting Expertise

- In Depth Understanding of TRM – Technical Reference Manual.
- Keep up on baselines' updates annually.
- Supporting design and implementation of programs to achieve conservation goals.
- Tracking overall programs.
- Utilization of EE programs as a tool for customer service.
- Assist with increasing sales through electrification.
- Use Frontier's relationships with DOE and State offices to inform customers of available grants and fundings.
- Expose Mt. Iron to latest R&D.
- Assist with ever changing rules and guidelines with ECO Act.
- Custom rebate calculations
 - HVAC and controls.
 - Data centers/IT equipment.
 - Industrial processes.
 - Refrigeration.
 - Food service equipment.
 - Specialized Lighting.
 - Design Assistance – motivate customers to implement projects with energy savings, cost savings, rebate estimates and payback analysis.
- Resource for Mt. Iron staff questions related to EE programs.
- Provide technical software to increase efficiency and EE program management.
- Develop relationships with trade allies.
- Meetings to update status of programs.
- Clear communications and full transparency.
- All the calculations and savings numbers with clear documentation on hand.

Extra services – Fees to be negotiated upon request:

- Commercial and industrial custom rebates that exceed 0.95% energy conservation goal.
- Residential Home Energy Audits.

- Marketing materials.
- Community education events/community open house meetings.
- EUI savings calculations.
- Commercial and multifamily direct installations.
- Compressed air studies.
- Thermography studies.
- Federal grant writing assistance; IJJA, DOE.

Project Timeline

Consultant shall perform the Services and provide the Deliverables by the following dates: Individual project timelines and deadlines will vary based on the size and scope of the project.

Project Completion Date: December 31, 2025

Location of Services to be Performed

Consultant shall provide the Services in the following locations:

On-Site: Locations will vary and be determined as need arises.

Off-Site: 7935 Stone Creek Dr., Suite 140, Chanhassen, MN 55317

Key Personnel

1. Tanuj Gulati, Director
2. Doug Eli, Sr. Engineer
3. Janhavi Datar, Program Consultant

Compensation Schedule

Fixed monthly fee of \$884.75 for Client's 0.95% energy conservation savings goal of 156,719 kWh shall be payable in consideration of the provision of the Services pursuant to this Scope of Work. Any additional work requested beyond this amount shall be negotiated outside this Scope of Work. Mileage charges will be billed at the applicable IRS mileage rate.

Category	2024	2025
President	324	343
Vice President	319	338
Sr. Director	319	338
Director/Principal Consultant	298	316
Sr. Manager/ Engineering Manager	265	281
Manager	235	249
Sr. Engineer / Sr. Program Manager	214	227
Engineer / Program Manager	178	189
Sr. Program Consultant / Sr. Analyst	162	172
Program Consultant / Analyst	141	149
Sr. Program Coordinator / Sr. Technician	119	126
Program Coordinator / Technician	103	109
Program Associate / Direct Install Technician	86	91
Administrative	80	80

ESTIMATE

Prepared For

City of Mt Iron Attn: Amanda
8586 Enterprise Dr South
Mt Iron, Mn 55768
(218) 748-7570

Hartway Painting & Wallcovering LLC

1334 Sassas Road
Cook, MN 55723
Phone: (218) 780-2135
Email: hartway7@icloud.com

Estimate # 374
Date 11/06/2023

Description	Total
Interior Painting	\$23,168.00
Paint walls throughout as discussed	
Office/reception (Mesabi, director of public works, park & rec, unlabeled office adjacent to city admin, city admin, comm, break room and reception)	
Paint restroom walls	
Paint walls, soffits, exposed Sheetrock ceiling on Iroquois and wacootah (excludes closets, storage)	
Paint both vestibules and coat hallway	
Paint main common area/corridor (no side rooms/storage)	
Includes minor sheetrock patching throughout	
Price includes all materials	
Product choice superpaint satin finish from sherwin Williams	
Vinyl Wallcovering option	\$0.00
Remove existing vinyl in common area/hall	
1\$ per sq ft	
Wall repair to be determined	



COLORPHASE LLC

1101 Box 240 • Aurora, MN 55205

E Schumacher

218.748.7573

colorphaseinc@gmail.com

PROPOSAL

PROPOSAL NO.
SHEET NO.
DATE 11/12/23

PROPOSAL SUBMITTED TO:

NAME	City of Mountain Iron
ADDRESS	2586 Enterprise Dr.
CITY, STATE	Mt. Iron, MN.
PHONE NO.	218.748.7570

WORK TO BE PERFORMED AT:

ADDRESS	same
CITY, STATE	
DATE OF PLANS	
Community Center	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

☒ INTERIOR ☐ EXTERIOR Painting of Community Center

☐ PRESSURE WASH TO PREP

☒ REPAIR DRYWALL/REPAIR SIDING as needed

☐ PRIME

☒ PAINT/STAIN All interior Painted walls as listed:
Main entrance and common hallway, rest room,
coat room, Counsel chamber room, all City
Administration offices, large Community
Center rooms, Paint crown molding, detail
in large Community Center rooms, Remove
wall paper on accent wall and paint wall
(Sherwin Williams product) (in hallway)

☒ ALL LABOR & SUPPLIES INCLUDED

☒ (50% DOWNPAYMENT REQUIRED TO BEGIN WORK)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Twenty Five Thousand nine hundred eighty five Dollars (\$ 25,985.00) with payment to be made in full upon completion.

Respectfully submitted by Elliot Schumacher

ES

authorized signature

*Note - This proposal may be withdrawn by us if not accepted within 90 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Date _____ CUSTOMER SIGNATURE _____



MTI Distributing
Equipment Quote
October 10, 2023



Quote Expiration Date: 11/9/2023

Lenny Albrecht
City of Mountain Iron

MINNESOTA STATE CONTRACT PRICING - CONTRACT #224320

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	08743	Sand Pro 3040	\$20,854.26	\$20,854.26
1	08714	Manual Blade (40 Inch)	\$1,857.33	\$1,857.33
1	08733	Spring Tine Toolbar	\$1,233.63	\$1,233.63
1	08838	Midmount Toolbar System	\$1,602.99	\$1,602.99
1	08751	QAS Tooth Rake	\$1,750.41	\$1,750.41
			Equipment Total	\$27,298.62
			7.375% Sales Tax	Exempt
			Total	\$27,298.62

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote (including finance rates) will be provided when product becomes available.

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Ryan Pannhoff
Outside Sales Representative
630-742-9058

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

Trade IN ON The one we have is \$2,000-\$2,500





Mt. Iron · Virginia, Minnesota

5478 Mountain Iron Dr. Virginia, MN 55792

Phone: 218-741-8681. Fax: 218-741-3027. Email: info@sawmillsaloonrestaurant.com

January 10, 2024

City of Mountain Iron
8586 South Enterprise Drive
Mountain Iron, MN 55768

City of Mountain Iron,

Sundberg Enterprises, LLC dba The Sawmill Saloon and Restaurant is requesting permission to serve alcohol and food at the following upcoming event: Friday, January 19, 2024 (Education MN) held at the Mountain Iron Community Center.

Copies of our liquor liability insurance and our catering permit are on file with the City Offices.

Any questions, I can be reached at 218.741.8681 or 218.391.3147.

Thank you,

Chad Nesselroad, Banquet Manager
Sundberg Enterprises, LLC
Dbas: Sawmill Saloon & Restaurant

Notice to: COUNTIES AND MUNICIPALITIES

Under Minn. Stat. § 216B.16, Subd. 1



On December 19, 2023, the Minnesota Public Utilities Commission ("Commission") accepted as of November 1, 2023, Minnesota Power's application for a general increase in rates for electric service provided to customers in the state of Minnesota of approximately \$89.1 million, or about 12%, pursuant to Minn. Stat. § 216B.16, when combined with rider decreases under the Minnesota Policy Adjustment line item as some rider costs move to base rates. Without the decrease to the Minnesota Policy Adjustment, the increase to base rates is \$127.9 million, or a 17.2% overall increase. Depending on customer class and usage, the actual percentage will vary based upon final approval by the Commission. The Commission will make its decision regarding final rates in late 2024.

In accordance with Minn. Stat. § 216B.16, subd. 2, the Commission has suspended proposed final rates to allow the Commission time to evaluate the application. In accordance with Minn. Stat. § 216B.16, subd. 3, the Commission has authorized a total interim rate increase net of offsetting riders under the Minnesota Policy Adjustment of approximately \$63.8 million or about 8.6% to be effective January 1, 2024 and to remain in effect until a final rate level is determined. One offsetting rider change under the Minnesota Policy Adjustment is effective with interim rates and a further change to the Minnesota Policy Adjustment is expected in the second half of 2024. Without the reduction from the offsetting rider change during the interim rate period, Minnesota Power electric customers' bills would be approximately 13.8% higher on an overall net basis, depending on service class.

Examples of the effect of these net increases on typical bills are as follows:

Proposed change in monthly electricity costs

Customer Classification	Avg. monthly kWh usage	Previous monthly cost	Interim net monthly increase	Proposed final net monthly increase*
Residential	691	\$94	\$8	\$11
Residential Dual Fuel	970	\$96	\$8	\$11
General Service	2,683	\$361	\$31	\$43
Commercial & Industrial Dual Fuel	3,598	\$344	\$30	\$45
Large Light & Power	258,754	\$26,403	\$2,293	\$3,172
Large Power	49,194,469	\$3,999,252	\$344,917	\$478,966
Lighting	156	\$64	\$5	\$8

*Monthly increases include all line items on bills except sales taxes and municipal franchise fees and may vary by individual customer based on usage characteristics.

The rate levels upon which the previous monthly costs are based were authorized in Docket No. E-015/GR-23-155.

The Commission will determine the amount of increase in rates it will allow in late 2024, and final rates reflecting that determination will be implemented thereafter. If the final rate level is less than the interim rate level, the amount collected during the interim period attributable to that difference will be refunded to customers with interest.

The proposed rate schedules and a comparison of present and proposed rates may be examined by the public during normal business hours at the Minnesota Department of Commerce, 85 7th Place East, Suite 280, St. Paul, MN 55101, Telephone: 651-539-1500

They are also available on the internet at:

Minnesota Power: www.mnpower.com/RateReview

Commission: www.mn.gov/puc
Docket Number E-015/GR-23-155

The Minnesota Department of Commerce, among other parties, will review Minnesota Power's books and records in this proceeding.

An Administrative Law Judge will schedule public hearings. Customers will be notified when the hearings are scheduled. Public notice of hearing dates and locations will be published in local newspapers in Minnesota Power's service area.

Persons who wish to formally intervene or testify in this case should contact the Administrative Law Judge, Minnesota Office of Administrative Hearings, 600 North Robert St., St. Paul, MN 55101.