



**MOUNTAIN IRON  
CITY COUNCIL  
MEETING**

**MONDAY, APRIL 3, 2017**

**6:30 P.M.**

**MOUNTAIN IRON COMMUNITY CENTER**

**MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, APRIL 3, 2017 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the March 20, 2017, Regular Meeting (#1-13)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
  - B. City Administrator's
    - 1. Administrative Services Agreement (#14-16)
  - C. Director of Public Works Report
  - D. Library Director/Special Events Coordinator's Report
  - E. Sheriff's Department Report
  - F. City Engineer's Report
  - G. Parks and Recreation Board
    - 1. Summer Seasonal Employees (#17-19)
    - 2. Mountain Iron Recreation Complex Baseball Field Dedication (##20)
  - H. Public Health and Safety Board
    - 1. Fire Department Officers (#21)
  - I. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Ordinance Number 03-17 All-Terrain Vehicles (#22-25)
- VII. Communications (#26)
- VIII. Announcements
  - A. Board of Review-April 20, 2017 from 6:30-7:30pm
- IX. Adjourn

# Page Number in Packet

**MINUTES**  
**MOUNTAIN IRON CITY COUNCIL**  
**March 20, 2017**

Mayor Skalko called the City Council meeting to order at 6:p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Susan Tuomela, Steve Skogman, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sally Yuccas, Librarian Director/Special Events Director; Bryan Lindsay, City Attorney; Rod Flannigan, City Engineer.

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

1. Approve the minutes of the March 6, 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 March 1-15, 2017, totaling \$264,312.59 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period March 1-15, 2017, totaling \$365,148.45 (a list is attached and made a part of these minutes).

The motion carried on roll call vote.

Public Forum:

- No one spoke during forum

The Mayor reported on the following:

- Condolences to the family and friends of Kathy Scinto-Fischer
- Condolences to the family and friends of Paul Stimac
- Condolences to the family and friends of Doris Kochaver
- Congratulations to the MIB Girls basketball team for a great season and taking 2<sup>nd</sup> place at the State Championship
- Congratulations to the MIB Boys basketball team for a great season and making it to Section Finals

It was moved by Skalko and seconded by Stanaway to appoint Margaret Soyring to serve on the Public Health and Safety Board, with her term expiring on December 31, 2019. The motion carried.

The City Administrator reported on the following:

- City of Mountain Iron website update/redo to make more mobile friendly
- Online West Two Rivers Campground reservations will be coming up soon

Director of Public Works:

- Water line break in South Grove recently- big thanks City Employees for their hard work
- Isolated electrical outage in Parkville on March 7<sup>th</sup>

Library Director/Special Events Coordinator:

- Bridge Planning opening committee meeting-March 21<sup>st</sup>
- Read the book then watch the movie “Me Before You,” March 30<sup>th</sup>
- Annual Easter Egg Hunt, April 15<sup>th</sup> at Noon, at the Merritt Elementary School

City Engineer:

- No formal report

City Attorney:

- No formal report

It was moved by Prebeg and seconded by Tuomela to approve Ordinance #01-17; accept recommendation of the Utility Advisory Board, granting a franchise agreement with Minnesota Energy Resources as presented and shall remain in effect for a period of 25 years from effective date (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Skogman and seconded by Prebeg to approve Ordinance #02-17; accept recommendation of the Planning and Zoning Commission for proposed amendment changes to the Zoning Map of the City of Mountain Iron (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Tuomela to approve the temporary Liquor License for the Sorooptimist of Virginia on April 19<sup>th</sup> at the Cinema 6. The motion carried.

At 6:51p.m., it was moved by Skalko and seconded by Skogman that the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon  
Municipal Services Secretary  
[www.mtniron.com](http://www.mtniron.com)

Communications:

1. City of Mountain Iron complaint with the Local Government Pay Equity Act.
2. Firearms Safety Class, starting April 4<sup>th</sup> from 6:00pm -8:00pm at the Mountain Iron Public Library Clubroom. Classes are on :
  - a) April 4<sup>th</sup> & 6<sup>th</sup>
  - b) April 11<sup>th</sup> & 13<sup>th</sup>
  - c) April 18<sup>th</sup> & 20<sup>th</sup>
3. Organizational meeting for Historical Society, will be announced in April and be held at the Mountain Iron Community Center in the Mountain Iron room (City Council Chambers).

## Summary By Category And Distribution

Category	Distribution	Amount
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	43,971.16
UTILITY	UTILITY	191,807.30
METER DEPOSITS	ELECTRIC	1,750.00
CAMPGROUND RECEIPTS	FEES	11,079.94
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	332.10
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	834.20
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	600.00
BUILDING RENTALS	COMMUNITY CENTER	275.00
MISCELLANEOUS	MISC. - GENERAL	660.00
MISCELLANEOUS	DELTA DENTAL PAYABLE	2,610.25
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	517.28
LICENSES	ANIMAL	35.00
MISCELLANEOUS	REIMBURSEMENTS	7,508.92
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
BUILDING RENTALS	SENIOR CENTER	75.00
FINES	PARKING VIOLATIONS	75.00
MISCELLANEOUS	REFUSE-SALE OF SCRAP METAL	24.00
CAMPGROUND RECEIPTS	PAVILION FEES	240.00
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	212.44
FINES	CRIMINAL	15.00
CD INTEREST	CD INTEREST 101	105.00
CD INTEREST	CD INTEREST 378	1,065.00
CD INTEREST	CD INTEREST 602	135.00
CD INTEREST	CD INTEREST 603	135.00
CD INTEREST	CD INTEREST 604	60.00
PERMITS	VARIANCE	150.00
Summary Totals:		<u>284,312.59</u>

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/17	03/21/2017	149792		Information Only Check	101-20200	.00 V
03/17	03/21/2017	149793	10056	A T & T MOBILITY	604-20200	1,282.40
03/17	03/21/2017	149794	10012	ABE ENVIRONMENTAL SYSTEMS, INC	301-20200	4,945.38
03/17	03/21/2017	149795	10006	ANDERSON AUTO CENTER (DBA)	101-20200	41.26
03/17	03/21/2017	149796	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	369.22
03/17	03/21/2017	149797	30054	BAKER TILLY VIRCHOW KRAUSE LLP	301-20200	35,950.00
03/17	03/21/2017	149798	20055	BARNES & NOBLE BOOKSELLERS	101-20200	118.49
03/17	03/21/2017	149799	30055	BTAC ACQUISITION CORP.	101-20200	618.26
03/17	03/21/2017	149800	30014	CALVARY CEMETERY ASSOCIATION	101-20200	4,500.00
03/17	03/21/2017	149801	30084	CARDMEMBER SERVICE	603-20200	5,339.04
03/17	03/21/2017	149802	170001	CENTURY LINK	604-20200	500.47
03/17	03/21/2017	149803	30004	CITY OF MOUNTAIN IRON	101-20200	100.00
03/17	03/21/2017	149804	220003	CITY OF VIRGINIA	101-20200	63.81
03/17	03/21/2017	149805	30072	COMPUTER WORLD	101-20200	85.44
03/17	03/21/2017	149806	434	DARIN ANDERSON	604-20200	260.06
03/17	03/21/2017	149807	371	DARLENE SAUSMAN	101-20200	100.00
03/17	03/21/2017	149808	40060	DELTA DENTAL OF MINNESOTA	101-20200	1,924.35
03/17	03/21/2017	149809		Void Check	101-20200	.00 V
03/17	03/21/2017	149810	50049	ESSENTIA HEALTH	101-20200	50.00
03/17	03/21/2017	149811	60002	FENA ADVERTISING INC	604-20200	220.43
03/17	03/21/2017	149812	60029	FERGUSON ENTERPRISES INC	101-20200	349.25
03/17	03/21/2017	149813	70004	GRANDE ACE HARDWARE	101-20200	28.95
03/17	03/21/2017	149814	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
03/17	03/21/2017	149815	80022	HAWKINS INC	601-20200	574.17
03/17	03/21/2017	149816	80053	HEBL, TYREL	602-20200	504.73
03/17	03/21/2017	149817	80037	HOMETOWN MEDIA PARTNERS	101-20200	329.50
03/17	03/21/2017	149818	435	JACQUELINE TASH	604-20200	263.51
03/17	03/21/2017	149819	372	JOHN & SUE KELLY	101-20200	200.00
03/17	03/21/2017	149820	120006	L & M SUPPLY	101-20200	589.41
03/17	03/21/2017	149821	120032	LAKE COUNTRY POWER	101-20200	214.50
03/17	03/21/2017	149822	190108	LEATHAM FAMILY, LLC	101-20200	500.00
03/17	03/21/2017	149823	60021	LENNY ALBRECHT	101-20200	93.00
03/17	03/21/2017	149824	5061	MESABI FAMILY YMCA	101-20200	200.00
03/17	03/21/2017	149825	110035	MIDWEST COMMUNICATIONS	101-20200	224.88
03/17	03/21/2017	149826	130039	MINNESOTA DEPT OF COMMERCE	604-20200	476.20
03/17	03/21/2017	149827	140026	MINNESOTA ENERGY RESOURCES	603-20200	3,680.38
03/17	03/21/2017	149828	130167	MINNESOTA LIBRARY ASSOCIATION	101-20200	199.00
03/17	03/21/2017	149829	130009	MINNESOTA POWER (ALLETE INC)	604-20200	122,560.79
03/17	03/21/2017	149830	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	396.90
03/17	03/21/2017	149831	130015	MOUNTAIN IRON PUBLIC UTILITIES	101-20200	15,049.18
03/17	03/21/2017	149832	140041	NORTHERN BUSINESS PRODUCTS, IN	101-20200	259.00
03/17	03/21/2017	149833	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	1,179.11
03/17	03/21/2017	149834	140005	NORTHERN FITNESS GROUP	101-20200	377.96
03/17	03/21/2017	149835	40032	OFFICE OF MN.IT SERVICES	101-20200	482.40
03/17	03/21/2017	149836	160066	PACE ANALYTICAL SERVICES	602-20200	445.20
03/17	03/21/2017	149837	160002	PETTY CASH FUND	101-20200	236.88
03/17	03/21/2017	149838	160057	PHIL'S GARAGE DOOR SERVICE	101-20200	447.50
03/17	03/21/2017	149839	170005	QUALITY FLOW SYSTEMS INC	602-20200	138.51
03/17	03/21/2017	149840		Void Check	603-20200	.00 V
03/17	03/21/2017	149841	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	15,678.02
03/17	03/21/2017	149842	1152	ST LOUIS COUNTY PHHS	604-20200	298.65
03/17	03/21/2017	149843	190061	SULLIVAN CANDY & SUPPLY	101-20200	110.40
03/17	03/21/2017	149844	190012	SUMMIT COMPANIES	101-20200	1,067.75
03/17	03/21/2017	149845	200020	THE TRENTI LAW FIRM	101-20200	2,936.55
03/17	03/21/2017	149846	180026	TIMOTHY D BROOKS	101-20200	1,118.28
03/17	03/21/2017	149847	220031	VARIDESK, LLC	101-20200	990.00
03/17	03/21/2017	149848	220004	VIRGINIA DEPARTMENT OF PUBLIC	604-20200	54,881.96

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/17	03/21/2017	149849	220020	VISA OR AMERICAN BANK CC PMT	101-20200	1,787.26
03/17	03/21/2017	149850	230043	WISCONSIN CENTRAL	601-20200	310.37
03/17	03/21/2017	149851	230028	WISCONSIN ENERGY CONSERVATION	604-20200	140.00
03/17	03/21/2017	149852	230044	WITMER PUBLIC SAFETY GROUP INC	101-20200	69.59
03/17	03/21/2017	149853	60038	WRIGHT EXPRESS FINAN SERV CORP	601-20200	5,286.16
03/17	03/21/2017	149854	240001	XEROX CORPORATION	101-20200	88.20
03/17	03/21/2017	149855	50015	EAST RANGE FIRE DEPT COALITION	101-20200	50.00
03/17	03/21/2017	149856	190088	SATRANG, TIM	603-20200	90.00

Totals:

	291,661.31
PPE-ENDING 3/10	56,203.05
SALES & USE TAX-MARCH	17,284.09
TOTAL EXPENDITURES	<u>\$365,148.45</u>

2017 Sexual Assault Awareness Month  
Mayor Proclamation

WHEREAS, Sexual Assault Awareness Month is intended to bring awareness to the fact that sexual violence is widespread and is a public health concern for individuals, families, community members and communities as a whole.

WHEREAS, Child sexual abuse/exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet.

WHEREAS, Within the past year, our local Sexual Assault Program has worked with 491 primary and secondary crime victims of sexual violence whom reside in our communities. The Program has provided more than 9,000 trauma and victim-focused advocacy services with these crime victims.

WHEREAS, Annually, more than 1,100 community members, ages preschool through college aged and area professionals are provided awareness and prevention education through the program.

WHEREAS, Staff, Board Members and Volunteers of our local anti-sexual violence program; The Sexual Assault Program of Northern St. Louis County, encourage every person to speak out when witnessing acts of violence, however small; and to help survivors connect with community allies.

WHEREAS, We must work together to educate and engage communities in sexual violence awareness and prevention and to believe, listen, learn and support its victims and family members.

WHEREAS, a growing number of Minnesota leaders are committed to sexual violence prevention; and

WHEREAS, All Minnesotans must be part of the solution to eliminate crimes of sexual violence.

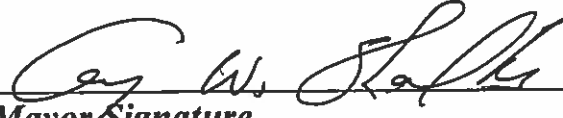
THEREFORE, I, the Mayor of the City of Mountain Iron, Minnesota, do hereby proclaim the month of April in the year of 2017 as:

***SEXUAL ASSAULT AWARENESS MONTH***

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and caused to be affixed the Great Seal

of the city of Mountain Iron located in St. Louis County in the state of Minnesota.

\_\_\_\_\_ this 20<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
*Mayor Signature*





# 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 01-17

### **GRANTING MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF MOUNTAIN IRON, MINNESOTA**

**THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:**

#### **SECTION 1. FRANCHISE GRANTED**

The City of Mountain Iron, Minnesota, (hereinafter referred to as "Grantor") hereby grants a nonexclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

#### **SECTION 2. TERM**

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

### **SECTION 3. GOVERNING RULES AND REGULATIONS**

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Granter.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

### **SECTION 4. CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work

is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering reasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

#### **SECTION 5. EXTENSION OF COMPANY FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

#### **SECTION 6. RELOCATION OF COMPANY FACILITIES**

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

#### **SECTION 9. CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

**SECTION 10. FORCE MAJEURE**

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

**SECTION 11. HOLD HARMLESS**

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

**SECTION 12. SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**SECTION 13. NON WAIVER**

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

**SECTION 14. REPEAL CONFLICTING ORDINANCES**

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance Number 34A of the City of Mountain Iron Minnesota, is hereby repealed as of the effective date hereof.

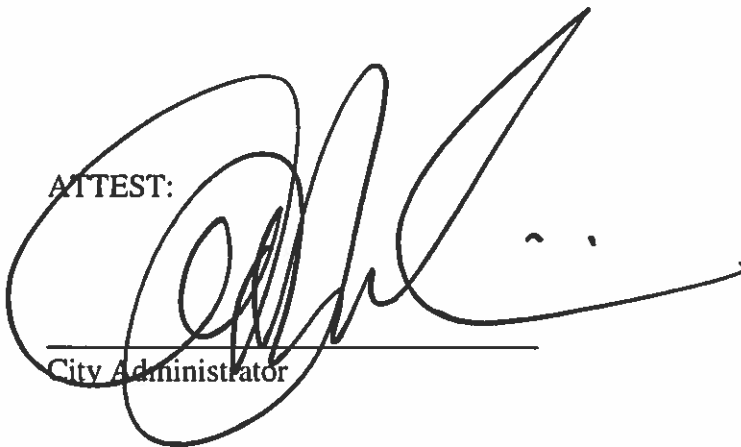
**SECTION 15. EFFECT AND INTERPRETATION OF ORDINANCE**

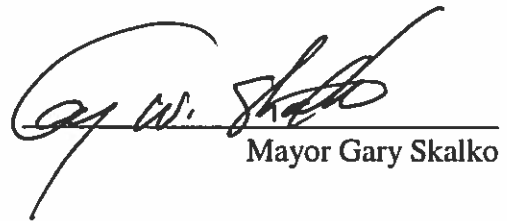
The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

**SECTION 16. EFFECTIVE DATE AND ACCEPTANCE**

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Mountain Iron, Minnesota. The City Administrator shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

**DULY ADOPTED BY THE CITY COUNCIL THIS 20<sup>th</sup> DAY OF MARCH, 2017.**

ATTEST:  
  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Mayor Gary Skalko



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## ORDINANCE NUMBER 02-17

### AMENDING THE OFFICIAL ZONING MAP IN AND FOR THE CITY OF MOUNTAIN IRON

#### THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:

**Section 1. Amending the Official Zoning Map.** The Official Zoning Map for City of Mountain Iron is hereby amended as follows:

1. The Zoning District of the following parcel is hereby changed from Commercial (C) to Mineral Mining (MM):

That part of the North ½ of the Southeast ¼ of Section 11, Township 58 North, Range 18 West, and lying North of the County Road 102 Right-of-way.

2. The Zoning District of the following parcel is hereby changed from Mineral Mining (MM) to Industrial (I):

That part of the Northeast ¼ of the Northeast ¼ of Section 9, Township 58 North, Range 18 West lying East of the Railroad Right-of-way.

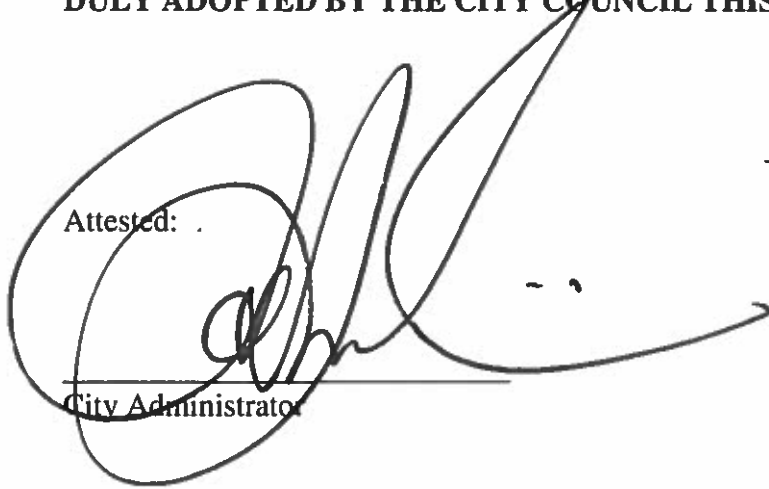
3. The Zoning District of the following parcel is hereby changed from Urban Residential - Sewered (UR-S) to Commercial (C):

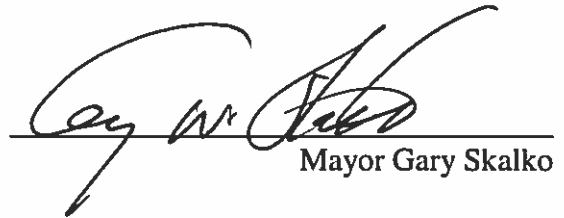
That part of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ & part of Northeast ¼ of Southeast ¼ of Southeast ¼ of Section 11, Township 58 North, Range 18 West lying South of the Southerly Right-of-way of Highway 169 Commencing at a Point on the West line 773.29 Feet North of the Southwest Corner of the Southwest ¼ of the Southeast ¼ and assigning a bearing of N01deg02'53"W to said West line thence S89deg05'17"E 459.48 Feet thence continuing S89deg05'17"E 564.28 Feet to the Point of beginning thence S00deg54'43"W 231.09 feet thence S53deg27'08"E 222.39 Feet to a Point that is 350 Feet North of the South line of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ thence N87deg03'25"E parallel with an 350 Feet North of South Line 320 feet to East Line of the Southeast ¼ of the Southeast ¼ of the Southeast ¼ thence N02deg49'47"W along East Line 321.68 feet to the Southerly Right-of-way of Highway 169 thence N89deg05'17"W along said Right-of-way 479.03 Feet to the Point of Beginning.

**Section 2. Repeal of Inconsistent Ordinance.** All Ordinances inconsistent herewith are hereby repealed and replaced with the provisions of this Ordinance.

**Section 3. Effective Date.** This Ordinance shall be effective according to State Statute.

**DULY ADOPTED BY THE CITY COUNCIL THIS 20<sup>th</sup> DAY OF MARCH, 2016.**

Attested:   
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Mayor Gary Skalko

**COUNCIL LETTER 040317-IVB1**

**ADMINISTRATION**

**AGREEMENT**

**DATE:** March 30, 2017

**FROM:** Craig J. Wainio  
City Administrator

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Currently, the City serves as the payroll agent for the Tri-Cities Biosolids Disposal Authority, handling payroll for their employees. During some of the preliminary work for our 2016 Audit, the auditors ran across confusion of whether or not the employees of the Authority worked for the Authority or City. Based upon the confusion, the auditors recommended an agreement that clearly defined the role of the City and that the Authorities employees are in no way employees of the City. In conjunction with the City Attorney the enclosed agreement was drafted and subsequently approved by the Authority. It is recommended that the City Council approve the Administrative Services Agreement between the City of Mountain Iron and the Tri-Cities Biosolids Authority.



## **ADMINISTRATIVE SERVICES AGREEMENT**

### **Between the City of Mountain Iron and Tri-Cities Biosolids Disposal Authority**

**THIS AGREEMENT**, made and entered into by and between the City of Mountain Iron, Minnesota (hereafter referred to as the "City"), and Tri-Cities Biosolids Disposal Authority (hereinafter referred to as "TBDA"):

#### **WITNESSED:**

**WHEREAS**, the City regularly engages in and has expertise in the area of payroll and the execution of standard payroll processes and procedures, and

**WHEREAS**, TBDA has a need for the an outside provider with expertise in the area of payroll and the execution of standard payroll processes and procedures to assist them in the regular preparation of payroll for its employees; and

**WHEREAS**, the TBDA desires that the City act as the payroll agent for the TBDA for all employees of TBDA and the City represents that it is duly qualified and willing to perform said services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties here to as follows:

- I. Duties of the City. As the Service Administrator, the City agrees to perform all tasks enumerated below and report for TBDA using TBDA's applicable employer ID numbers:
  - Biweekly Payroll
  - All required reporting to the Internal Revenue Service and the Department of Revenue
  - All required PERA reporting
  - Maintain other benefits such as 457, HSA, Health, Dental, Disability and Life Insurances.
  - Maintain records of hours worked, vacation, sick leave and personal time.
  - Prepare w-2's for TBDA employees and w-3 for TBDA.
- II. Financial Record Keeping and Control. The City shall keep complete and maintain accurate records for all TBDA employees.
- III. Miscellaneous
  - A. Independent Contractor Status. For all purposes, employees of the TBDA shall be deemed employees of the TBDA, not employees of the City. Any and all employees of TBDA or other persons while engaged in the performance of any work or services required by TBDA, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees of other persons as a consequence of any act or omission on the part of said

employees or TBDA shall in no way be the obligation or responsibility of the City.

- B. Indemnity. It is further agreed that TBDA shall defend and save the City harmless from any claims, demands, actions, or causes or action arising out of any act or omission on the part of TBDA, its agents, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by TBDA.
- C. Amendments: Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- D. Laws. In performing the provisions of the Agreement, the City agrees to comply with all federal, state, and local laws, and all applicable rules, regulations or standards which are now or hereafter promulgated. If at any time notice of non-compliance is received by the City, it agrees to take any necessary action to comply with state or federal law in question.
- E. Cancellation. Either party may terminate this contract upon 30 days' notice to the other party.
- F. Severability Clause. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Agreement shall remain in full force and effect.

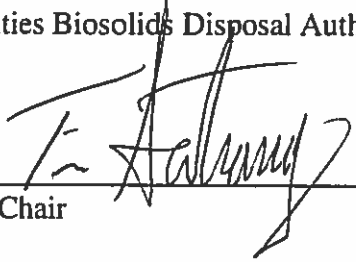
IV. Budget. TBDA will compensate the City for all costs associated with the preparation and reporting of TBDA payroll.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of March, 2017.

City of Mountain Iron

Tri-Cities Biosolids Disposal Authority

By: \_\_\_\_\_  
Title: Mayor

By:   
Title: Chair

**COUNCIL LETTER 040317-IVG1**

**PARKS AND REC BOARD**

**SUMMER EMPLOYEES**

**DATE:** March 30, 2017

**FROM:** Parks and Recreation Board

Craig J. Wainio  
City Administrator

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The Parks and Recreation Board is recommending that the City Council authorize Staff to advertise for temporary seasonal employees for the summer months. Once a list of potential employees is developed, it will be forwarded to the City Council for final approval.

**CITY OF MOUNTAIN IRON  
ALL CITY DEPARTMENTS**

**SEASONAL SUMMER EMPLOYEES**

The City of Mountain Iron will be accepting applications for seasonal summer employees in the following departments: Public Works, Public Utilities, Parks and Recreation and the Public Library.

Summer seasonal positions are \$9.50 per hour. Must be 18 years of age or older to apply.

Applications will be available at the Mountain Iron City Hall, 8586 Enterprise Drive South, Mountain Iron MN 55768, during the hours of 7:30 a.m. to 4:00 p.m. Specify which department you are applying for.

Deadline for applications will be 4:00 p.m. on **Friday, May 5<sup>th</sup>, 2017.**  
M/H/F Equal Opportunity Employer Web Site: [www.mtniron.com](http://www.mtniron.com)

**CITY OF MOUNTAIN IRON**

**SEASONAL SUMMER COACHES**

The City of Mountain Iron will be accepting applications for seasonal summer coaches and umpires.

Adult Coach, 19 years of age or older, for Majors, Minors, Softball, Ponies and T-Ball. Wage - \$1,000 per season.

Assistant coaches, 16 years of age or older. Wage - \$9.50 per hour.

Umpires must be 16 year of age or older. Wage is per game.

Applications will be available at the Mountain Iron City Hall, 8586 Enterprise Drive South, Mountain Iron MN 55768, during the hours of 7:30 a.m. to 4:00 p.m. Specify which position you are applying for. Deadline for applications will be 4:00 p.m. on **Friday, May 5, 2017.** M/H/F Equal Opportunity Employer Web Site: [www.mtniron.com](http://www.mtniron.com)

**COUNCIL LETTER 040317-IVG2**

**PARKS AND REC BOARD**

**BALLFIELD DEDICATION**

**DATE:** March 30, 2017

**FROM:** Parks and Recreation Board

Craig J. Wainio  
City Administrator

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The Parks and Recreation Board is recommending that the City Council dedicate the western most ballfield at the Mountain Iron Recreation complex as the "Larry Nanti Field" and erect the proper signage indicating such.

**COUNCIL LETTER 040317-IVH1**  
**PUBLIC HEALTH AND SAFETY BOARD**  
**FIRE DEPARTMENT OFFICERS**

**DATE:** March 30, 2017

**FROM:** Public Health and Safety Board

Gerry Knapper  
Fire Chief

Craig J. Wainio  
City Administrator

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The Public Health and Safety Board recommend that the following be appointed as Fire Department Officers:

- Assistant Fire Chief: Ryan Pontinen Expires: December 31, 2018
- Captain, Training: Deven Rowe Expires: December 31, 2019
- Captain, Safety: Dan Ronchetti Expires: December 31, 2017

**COUNCIL LETTER 040317-VIA**  
**PUBLIC HEALTH AND SAFETY**  
**ORDINANCE 03-17**

**DATE:** March 30, 2017

**FROM:** Public Health and Safety Board

Craig J. Wainio  
City Administrator

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The Public Health and Safety Board has developed and approved a proposed a new all-terrain vehicle ordinance for the City. This ordinance is a mirror of the St. Louis County ATV Ordinance to ease with enforcement. The Board recommends the approval of Ordinance Number 03-17 by the City Council.



## **ORDINANCE NUMBER 03-17**

# **THE MANAGEMENT ALL-TERRAIN VEHICLES WITHIN THE PUBLIC RIGHT-OF-WAY OF ROADS UNDER THE CITY'S JURISDICTION**

### **SECTION 1: PURPOSE AND INTENT**

**WHEREAS**, Minnesota Statutes §§ 84.92 – 84.928 regulate the operation of all-terrain vehicles; and

**WHEREAS**, Minnesota Statutes §§ 84.928 Subd. 1(a) and 84.928 Subd. 1(k) authorize cities to enact an ordinance which provides for the operation of all-terrain vehicles on a public road or street under its jurisdiction to access businesses and residences and to make trail connections; and

**WHEREAS**, Minnesota Statutes § 84.928 Subd. 6(c)(2) authorizes City Council action to enact an ordinance which provides for the operation of all-terrain vehicles on the road right-of-way shoulder, or inside bank or slope of a City street if safe operation in the ditch or outside slope is impossible, notwithstanding any law to the contrary; and

**WHEREAS**, the City of Mountain Iron has a general interest in allowing expanded use by all-terrain vehicles of the public road right-of-way of roads under the city's jurisdiction to (1) make connections to businesses, residences and trail connections, and (2) because most ditches and outside slopes are impassible; and

**WHEREAS**, the City of Mountain Iron has an interest in establishing a permit process which allows limited permissive operation of all-terrain vehicles on certain public road right-of-way of roads under the City's jurisdiction in a manner set forth in this ordinance.

### **SECTION 2: DEFINITIONS**

All-terrain vehicle. An "All-terrain vehicle" shall be as defined in Minnesota Statutes § 84.92, as may be amended from time to time.

City. "City" means the City of Mountain Iron.

Class 1 all-terrain vehicle. A "Class 1 all-terrain vehicle" shall be as defined in Minnesota Statutes § 84.92, as may be amended from time to time.

Class 2 all-terrain vehicle. A "Class 2 all-terrain vehicle" shall be as defined in Minnesota Statutes § 84.92, as may be amended from time to time.

Corridor access trail. "Corridor access trail" means:

- a. For Class 1 all-terrain vehicles, the outside slope, ditch bottom, inside slope, shoulder or where no shoulder exists, the extreme right-hand side of the driving surface, of a county road which connects two established all-terrain vehicle trails; Federal, state or county forest roads designated open to all-terrain vehicle use; designated Federal, state or county all-terrain vehicle trails or trails established and designated as all-terrain vehicle trails by another political subdivision, and which have been permitted pursuant to Minnesota Statutes 84.928 subdivision 1a(h).
- b. For Class 2 all-terrain vehicles, the shoulder or where no shoulder exists, the extreme right-hand side of the driving surface, of a county road which connects two established all-terrain vehicle trails; Federal, state or county forest roads designated open to all-terrain vehicle use; designated Federal, state or county all-terrain vehicle trails or trails established and designated as all-terrain vehicle trails by another political subdivision, and which have been permitted pursuant to Minnesota Statute 84.928 subdivision 1a(h).

City Street. "City Street" means a road that is under the jurisdiction of the City of Mountain Iron.

Established all-terrain vehicle trail. "Established All-Terrain Vehicle Trail" means an all-terrain vehicle trail that has been designated as a Federal, State, County or other political subdivision all-terrain vehicle trail.

Person. "Person" means an individual or an organization as defined in Minnesota Statutes § 336.1-201 (b)(27).

Public road right-of-way. "Public road right-of-way" means the entire width of a public roadway, including the traveled lanes, banks, ditches, shoulders and medians of a roadway that is not privately owned.

### **SECTION 3: GENERAL OPERATION**

- A. On City streets, all-terrain vehicles may operate on the on the right-hand shoulder or the extreme right-hand side of a City Street in addition to where all-terrain vehicles are permissible to operate under §84.928 Subdivision 1, and left-hand turns may be made from any part of the City street if it is safe to do so under the prevailing conditions.
- B. After the enactment of this Ordinance, the City Council may by resolution close or restrict any specific City street to all-terrain vehicle use.
- C. The Public Works Director may in its sole discretion close streets to all-terrain vehicle use if damage to the roadway results or where public safety is adversely affected as a

result of all-terrain vehicle use. Actions under this section may be reviewed by the City Council.

- D. Except as provided in this Ordinance, all operation of all-terrain vehicles shall be in compliance with Minnesota Statutes §§ 84.92 – 84.928 and Minnesota Rules Chapter 6102, as well as any other applicable Federal, state or local statute, law, rule, regulation or ordinance.

**SECTION 4: ENFORCEMENT AND PENALTY.** Penalties shall be accordance with Section 10.99 of the Mountain Iron City Code.

**SECTION 5: SEVERABILITY.** If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**SECTION 6: INCONSISTENT ORDINANCES.** All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

**SECTION 7: CITY CODE.** This Ordinance shall replace Chapter 72 of the Mountain Iron City Code in its entirety.

**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be effective in accordance with State Statute.

**DULY ADOPTED BY THE CITY COUNCIL THIS 3<sup>rd</sup> DAY OF APRIL, 2017.**

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Mayor Gary Skalko

ATTEST:

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City Administrator

# *IronRange.org*

March 24, 2017

Iron Range Tourism Bureau  
Beth Pierce, Executive Director  
111 Station 44 Rd  
Eveleth, MN 55734

Mountain Iron City Hall  
Honorable Mayor Gary Skalko  
8586 Enterprise Drive S.  
Mountain Iron, MN 55768

Dear Hon. Mayor Skalko and City Councilors:

On behalf of the Iron Range Tourism Bureau board chair Tony Jeffries, and past chair Jim Makowsky, I thank you for the opportunity to present information about our organization to city officials and staff.

The Iron Range Tourism Bureau values its partnership with the City of Mountain Iron and all stakeholders therein, and we look forward to strengthening these relationships through communication and collaboration in the months and years to come.

I invite you to contact me or board chair Jeffries at any time with questions or suggestions. We are also available to present to other organizations you may be a part of outside of your official capacities with the City.

Again, we appreciate the opportunity to reconnect with the City Council. If you are not already receiving our monthly "Tourism Insider" email blast, please contact me at the phone numbers or email address below so I can add you to our contact list.

Looking forward to the future of tourism on the Mesabi Iron Range,



Beth Pierce  
Executive Director, Iron Range Tourism Bureau  
Phone: 218-749-8161 or 218-969-1755  
Email: [beth@ironrange.org](mailto:beth@ironrange.org)

