

MINUTES
Eveleth City Council Meeting
7:00 p.m., March 17, 2009
Council Chambers, City Hall, Eveleth, MN

A. CALL TO ORDER

Mayor Matos called the meeting to order at 7:00 p.m.

B. ROLL CALL

Councilor Liz Kuoppala, Present
Councilor Thomas Kallevig, Present
Councilor Joseph Koivunen, Present
Councilor Brian Hoag, Present
Mayor Bill Matos, Present

Also present: City Clerk/Administrator Jackie Monahan-Junek; Deputy Clerk Stephanie Friebe; City Attorney Mitch Brunfelt; Director of Public Works Mike Wiskow; Chief of Police Brian Lillis; Eric Fallstrom, Benchmark Engineering.

C. APPROVAL OF MINUTES

Motion by Councilor Kallevig, second by Councilor Kuoppala to approve Minutes of City Council Workshop held March 3, 2009; Minutes of City Council Meeting held March 3, 2009; and Minutes of City Council Workshop held March 5, 2009. Ayes – All.

D. APPROVAL OF AGENDA

Motion by Councilor Kuoppala, second by Councilor Kallevig to approve Agenda with following additions (Ayes – All):

- J12. Adopt the Grant & Park Avenue Corridor Sewer Improvement Facility Plan*
- J13. Authorize staff to submit a request to the MPCA for priority scoring and placement on the Clean Water Revolving Fund Project List for stimulus funding, for the Grant & Park Avenue Sanitary Sewer Replacement Project*
- J14. Authorize staff and Benchmark Engineering to call for quotations for cleaning and televising the remaining sanitary sewer lines on Grant & Park Avenue*
- J15. Authorize staff to submit a request to the MN Department of Health for priority*

scoring and placement on the Drinking Water Revolving Fund Project Priority List for stimulus funding, for the Reconditioning of the 2,000,000 Gallon Ground Storage Reservoir and the Grant & Park Avenue Water Replacement projects.

E. APPOINTMENTS/PRESENTATIONS

None.

F. VISITOR/PUBLIC PRESENTATIONS

1. Matt Sippola, Eveleth-Virginia Airport

Matt Sippola, Eveleth-Virginia Airport Authority President, requested the City fund half of the Airport's audit expense. The total audit amounts to \$6,000. In past years, the City has budgeted \$7,500 for the airport and has split the cost of the audit, up to \$2,500, with the City of Virginia. Sippola said that the City of Virginia has decided to take 10 percent off of the annual \$7,500 and 10 percent off of the \$3,000 audit expense. The City of Virginia has contributed \$9,450 to the Airport for 2009 and Sippola asked that the City of Eveleth contribute the same amount. Sippola said the Airport has been seeking ways to save money. Councilor Kuoppala said the Airport has been successful in securing federal grants and questioned whether the Airport could include audit expenses when applying for future grants. The Council will look at funding the Airport at its next budget workshop meeting.

2. Katie Troutwine, East Range Academy

Katie Troutwine, representing the East Range Academy, approached the Council to request permission to hold a 5K Marathon to begin at 9:45 a.m. on May 16, 2009. The race would take about an hour and a half and run through Progress Park. Troutwine said she had discussed the race with Chief Lillis previously. Councilor Kuoppala advised Troutwine to submit a letter to the VEEDA Board as Progress Park falls under its jurisdiction.

3. Mike Jacobsen, Economy Ready Mix

Mike Jacobsen, Economy Ready Mix, approached the Council referring to a letter he submitted to the Council dated March 10, 2009 stating, "I respectfully request a current lease for the four lots we are going to buy."

The following portion of the Minutes are written verbatim to serve as an official record on this matter:

Jacobsen: "Hi, I'm Mike Jacobsen. I guess you know why I'm here. We have to request a current lease on the property so we can move forward on the sale. I got the letter in, but they already had the Agenda made so Jackie said just to come in and we'll do it tonight."

Matos: "I have a question. Maybe Mitch can help me here. Who technically owns that land? Does the City of Eveleth own it?"

Brunfelt: "The City of Eveleth owns it."

Matos: "And if we grant a lease, the City of Eveleth still owns it?"

Brunfelt: "That's correct. The City of Eveleth still owns it. One thing about getting a lease, if the Council were in anyway inclined to grant a lease to Mr. Jacobsen, (in light of some of the pending litigation that we just finished with him where he had sued the City trying to claim that he had a right to buy the land) if we were to enter into a lease with him, the lease needs to be drafted very carefully so that Mr. Jacobsen is making it very clear that it's only a lease he has no rights to the land otherwise, he had no rights to buy the land. I noticed Mr. Jacobsen, in your letter here to the Council, you mentioned you would like a current lease for the 'four lots we are going to buy' and I think that is a bit presumptive on his part. There is no rights to buy the land. You don't have any rights to buy the land. You have no ownership rights of the land. That has been determined by a Court of Law that this City and the League of Minnesota Cities spent a lot of money litigating for a long time. So, if this Council is inclined to grant a lease, the lease is going to be very carefully drafted. I also would recommend that there's a number of things that have to be looked into as conditions on the lease including: If there's delinquent utility bills; if there's blight issues out there that need to be cleaned up; what the planned use is of the property, etc. The Council, in terms of granting a lease to Mr. Jacobsen or not, that is a policy decision that you have discretion to make. But in light of some of the extensive litigation this City has just been through, I would urge you to proceed very cautiously."

Matos: "I would just like to remind the Council, everybody here except Brian was on the Council when we started the proceedings to get our own land back. It cost the League of Minnesota Cities about \$50,000 and it cost the City about \$8,000. So, this didn't come cheap. It came with a consensus when we did it and it behooves me now to know what has changed."

Jacobsen: "I was of the understanding that there was already a vote that this was going to be sold to lease holders and we are just here tonight to get a lease."

Matos: "Well, you were misinformed."

Brunfelt: "Just to make sure we are correcting the record and make sure that we have all of this in the Minutes what's been discussed here including everything that I've said because we don't want any of this coming back where Mr. Jacobsen is trying to put words in our mouth or trying to abuse this as a basis for another claim against the City. I want to make sure all of this is in the record. First of all, the Council has not taken a vote to sell the property to any lease holders. We are looking into that conceptually. We are exploring that possibility and we are going to be meeting with current lease holders out there to look into that possibility. Another thing that needs to be clarified for the public record here, and to make sure that this is also in the Minutes, Mr. Jacobsen is not a current lease holder on the land. He has been evicted from the land by Court Order. And, just to make it very clear on the record, he is not a current lease holder on the land. The only rights, and it's not even actually a right, the only

thing that Mr. Jacobsen has at this point is he has a right to go on the property until, I believe, March 31st to remove his personal belongs from the property. That's it. He has no right of occupancy. He has no leasehold rights on the property. That has all been extinguished and vacated by a Court Order. In terms of any claim that he might be a lease holder that at some point might have a right to buy the land like other lease holders, that is not the case for Mr. Jacobsen."

Kallevig: "Mitch, I have a question. If we do decide to sell the land to any leaseholder, you mentioned that according to the County we can't sell them the land until they pay for the platting."

Brunfelt: "Yah, what's happened out there I think there were some prior instances, I believe, where some leased lots were sold to property owners. They were sold under what's called a Metes and Bounds description. The County Recorders Office allowed some of those to be recorded. When those properties were transferred over to those leaseholders by way of Metes and Bounds description the County Recorders Office allowed that. However, the County Recorders Office has now notified us (and this is something that came up in our committee meetings regarding what we are going to do with these lots) they will not allow any more recording of any deeds out there. In other words, no more transfers that can be recorded to any of the leaseholders out there until the area is platted. We are going to have to go through a platting process to have the whole area officially platted and then each of those parcels will be given a lot designation as an official plat and then at that point, once that plat is officially recorded, we're going to be allowed to go ahead (if the Council desires) to sell the properties to some of the leaseholders out there.

Kallevig: "If I recall, Mitch, at the meeting we decided we weren't going to pay for the plats. We weren't going to plat them until one of the owners came forward and said they want to buy the property. At that point and time they would have to pay for the plat and then we would sell them the property. My personal opinion, I think it's the City's benefit to have the owners own their property so they would fix up their building down there because everything is in shambles down there and fix up their property and get their property on the tax rolls. I think it would be a lot better for the City than to be leasing this property to them. I think it would be beneficial to both properties."

Brunfelt: "Right. I think one of the things we talked about as a concept because it's going to cost money. There's going to be surveying expenses and lawyer's fees to plat that area out there, and what we talked about conceptually was to essentially advance the money from that that perhaps we would enter into purchase agreements with the leaseholders out there who might be interested in buying the land and would enter into purchase agreements with them. Or, maybe they would deposit the money upfront in an escrow account that the City could then use for the planning purpose. But, that's a concept that we are going to explore with the leaseholders when that time comes when we meet with them. I think that's where we are at trying to set up a meeting for some time during the next number of weeks."

Hoag: "I know in Mike's situation here the thing was, correct me if I'm wrong, him getting a lease which then would keep him from having to move his stuff out."

Matos: "My interpretation of that, and correct me if I'm wrong, Mitch, is that we already own that. He just has a right to go in and take it out up until March 30th."

Brunfelt: "Well, yah, I mean, the personal belongings on the land, as I understand the Court Order, is that he has a right to go on the land and access the land for the limited purpose of removing his personal belongings. But as of March 31st, the ownership of those items automatically transfer to the City of Eveleth."

Matos: "Can somebody refresh my memory when we set that date as March 30th?"

Brunfelt: "I think it was December. I think it was before the end of the year."

Matos: "December we set the date for you to vacate by the 1st of March."

Brunfelt: "31st of March."

Matos: "Or the 31st of March. And here it is the 16th of March and you haven't done anything."

Jacobsen: "I think we've misunderstood each other here."

Matos: "There's no misunderstanding. The misunderstanding is very clear. The Court Order is very clear. The Order states that you will vacate the property and we gave you ample time. We extended the time."

Jacobsen: "That's why I worked with the Council on this prior. One had nothing to do with the other. They re-voted as far as I was concerned and made the motion to sell the land to the leaseholders. In the letter I got that was the understanding of it."

Koivunen: "We've talked about it, but like Mitch said it's still in the process. And, if I'm not mistaken, you are here tonight to see if we will give you another lease."

Jacobsen: "Exactly."

Koivunen: "I think we are getting off the point here. Until the Council is willing to give you another lease then we keep going."

Matos: "I think we are dead on point here."

Jacobsen: "Right."

Matos: "I think we are dead on point that this is the way this operates."

Brunfelt: "There may be leaseholders who have leases, and that's even an issue too because I think those expired at the end of 2008, but just let's make clear for the record, Mr. Jacobsen is not a current leaseholder."

Koivunen: "No, and he is, right now, approaching us to see if we will give him another lease because he is interested in purchasing the land if he gets the lease and gets into negotiations with us. So, right now he is just here to see if we will give him another lease."

Kuoppala: "I have a question for you, Mitch. If we plat the land and we sell it and there is some portion of that isn't leased (and we are selling the others to the leaseholders) we could at that point still sell that to anybody we want to sell it to, right?"

Brunfelt: "I see what you are saying. If within the plats there are parts of it that are not being leased to anybody? Yes, it's the City's property so you would be free to sell those plats to whoever you wanted. In fact, quite frankly, the whole plat you would be free to sell those to whoever you want. I think there is discussion in the committee that it would be the current leaseholders that the City might be interested in selling those to."

Kuoppala: "So, if we went ahead with a lease, we may or may not sell the land to Mr. Jacobsen. So, is your request for a lease more about so you don't have to get your stuff off of the property?"

Jacobsen: "No. I was under the assumption that we're gonna sell the land I have to be a leaseholder."

Kuoppala: "Ok. And that's my clarifying question. I think that's not the case. I think that there's a possibility that you or anybody else (when the land is for sale) could possibly purchase it whether there is a lease or not. So, the lease would just be one extra unnecessary step with a lot of legal time put into it, right? He doesn't need to become a leaseholder to be a potential buyer of the lot."

Brunfelt: "No. I think that it would be within the policy discretion of the City Council to sell the platted lots to whoever you wanted. You would be under no obligation to sell to anybody."

Kuoppala: "So, if the one reason to go ahead with doing a lease is so that you can later buy the land . . ."

Jacobsen: "Well, I want to utilize my building. I mean I've got them shops and equipment that needs to be repaired. Spring is coming and I've got stuff that I want to get fixed and get going. I just assumed that this lease was going to keep us on that location until there was a negotiation on the sale. That was my understanding with Brian and Joe. I think when I talked to you (Liz) at Halloween on the phone it was kind of the assumption that there was going to be a vote to stop the evicting proceedings so that we could move forward with the sale."

Kuoppala: "I think my conversation with you was that if you were interested in buying land. I thought that was a very reasonable conversation to have and different than the conversation we had been having about leases."

Jacobsen: "I agree. I didn't know about the lease deal until last week when they said you're not a leaseholder now so you've got to come in and request a lease. So, that's why I'm here."

Matos: "Let me just ask this question. I don't want to dig too deep into this during Visitor Presentations. Why would we lease the land to you?"

Jacobsen: "You've been leasing me the land for 24 years."

Matos: "That answers my question?"

Jacobsen: "Yes. Why wouldn't you lease the land?"

Matos: "Why wouldn't we lease the land?"

Jacobsen: "Yah."

Matos: "Because it's a total utter mess that you've created down there."

Jacobsen: "Those buildings were there when . . ."

Matos: "I'm not talking about the buildings. You drive through there and there's cement chunks and parts of trucks, cars, tires, pieces of equipment. God knows what else is around there. You are working under a conditional use permit which is our fault as the City Council did not follow up on and take care of this matter that is supposed to be reviewed every year. You violated the conditional use permit. That land is not zoned for what you had there. You were there under a conditional use permit."

Jacobsen: "I was there under what the Planning and Zoning gave me."

Matos: "A conditional use permit which is renewable every year."

Jacobsen: "Well, then they should have notified me."

Matos: "They told you this."

Jacobsen: "Oh no. I'm afraid not."

Matos: "Yes they did. Just like the judge told you to vacate that property."

Jacobsen: "We are getting off on something . . ."

Matos: "This is right on the money and the only reason you are here looking for a lease is you are trying to extend the life down there of your equipment that you should have had off of there already."

Jacobsen: "I was under the understanding in October that this was taken care of and that the land was going to be sold."

Hoag: "I think, you know, I had a conversation with Mike, and he had said that unfortunately he had still an awful lot of his equipment, but he still would like to be in business. At one time he employed nine people. If the initiative is still there, I mean granted if it works for all parties as far as cleanup maybe or whatever as far as the site, I'm all for business in town. I know, I know, this is kind of going back . . ."

Matos: "I'm all for business. We bend over backward for business in this town, but we also made blight the number one priority in this city. It cost us \$8,000 and the League of Minnesota Cities plus our representation \$50,000 to evict you."

Jacobsen: "You believe that the City had never made that agreement to sell that land to me when I moved here?"

Matos: "We never made an agreement."

Jacobsen: "You weren't here."

Brunfelt: "Hold on. Hold on. The fact of the matter of that issue has been litigated. A Court of Law ruled that that promise was never made and even if the promise was made it's not a legally binding promise. So you've litigated that issue and you lost on it. We're not even going there.

Jacobsen: "I'm here to see if I can get a lease."

Matos: "We are not acting on anything here tonight, Mike. We will put you on the Council Agenda for the next Council Meeting.

Kuoppala: "Well, I thought my recollection was would we consider possibly selling the land to Mr. Jacobsen. We formed a committee to work on a development agreement. Has the committee come up with some sort of development agreement? My understanding of that type of development agreement, you know, sometimes development agreements say, like the ones we worked with in Progress Park, say what the building has to look like. You can set all kinds of rules and I think we discussed having that committee do that to address exactly the issues the mayor is . . ."

Brunfelt: "The committee was formed for the purpose of looking at possibly selling those properties to the leaseholders. The committee was not formed for the specific purpose of Mr. Jacobsen. The committee was formed to explore conceptually of platting that property and eventually having the leaseholder be able to own it."

Kallevig: "You know, Mayor, I'm not against Mr. Jacobsen owning that property if he meets the conditions set forth by the . . ."

Matos: "He comes with a development agreement."

Kallevig: "And also, Chief, is the property still blighted down there?"

Lillis: "I haven't been down there recently to assess it, but my recollection is that there is a great deal of work that would need to be done to bring that into code."

Kallevig: "If the property is brought into code and he had a viable business going, why wouldn't the City sell it to him? But, you know, he has to meet those conditions first, I would think, and then if they were met I would be in favor of keeping the business here."

Hoag: "And, it is an industrial type business. I mean . . ."

Matos: "Am I wrong on this zoning? I mean, that area is zoned where the cement is, is zoned residential? He's under a conditional use permit for some reason."

Monahan-Junek: "I believe that he was under a conditional use permit and that has sunseted, done, over with."

Brunfelt: "Right now there is in terms of any . . . let's put this clear for the record. Any prior use that he had under that property under any zoning designation has long since expired with the nullification by the Court of any of Mr. Jacobsen's rights to be on the land and/or have any occupancy rights on the land. That's been extinguished by Court and any conditional use permit that he might have had way back when has long since passed. If he were to be granted any sort of an interest in the land as far as a leaseholder by this Council then he would have to go back to zoning process all over again to get the appropriate zoning permits for what he intends to use the land for. And, that will depend on what the current zoning designation of that property is and whatever planned use he may have is an allowed use or a conditional use under that zone. Right now as it stands, he has no zoning permit. He has no rights to use the land, and he has no zoning allowance for the land. That has long since passed as a matter of law."

Matos: "Thank you, Mitch. I would really like to deal with this at the next meeting when we have it on the Agenda so anybody who reads the Agenda will know what we're talking about. I don't like to talk about this at a public presentation."

Kallevig: "I think he should be told what the cost is going to be. It's going to be expensive to pay for all those plats."

Jacobsen: "Well, that land was zoned many, many times by Eveleth Taconite before the City took the property over. That was probably surveyed once every other year for 20 years."

Kallevig: "Well you heard what the Attorney said. The County said we can't sell that property before it's platted."

Jacobsen: "But there are plats. What he's saying is you couldn't sell it with using a land line or a common . . . I'm assuming if the City had found the current something, cuz when the City took it over Eveleth Taconite surveyed."

Matos: "A registered land survey does not . . ."

Brunfelt: "What has to be done, and Eric is more qualified in this area than I am, but what has to be done a formal survey or a formal plat has to be surveyed and drawn up for that area. Now, there was some work product done on that some time ago. I think there are some conceptual plat maps for that area based upon some prior surveys. Whether that would suit the current actual uses of those areas we don't know. I mean, that's something, again, that part of this committee. What this committee is looking at is can any of that old work product on the prior platting and surveying be used or do we have to basically start new on some of that."

Matos: "Ok."

Brunfelt: "In terms of any sale of property, no sales can happen and no transfers or conveyance of any of those properties to Mr. Jacobsen or anybody else can take place until we've gone through the formal platting process."

Matos: "I would really like to continue this discussion at the next meeting under an Agenda Item."

Jacobsen: "Well, I just wanted to see if we could keep this going ahead and just requesting a lease didn't appear to be too big of a deal."

Matos: "So if you want to be on the Agenda for the next meeting talk to Jackie."

Jacobsen: "If you guys can't do it tonight then I guess . . ."

Matos: "We're not doing it tonight."

Kallevig: "In order to get the lease, the blight has to be cleaned up. That was my understanding."

Hoag: "Would that be kind of, was that kind of your expectations too, Mike, on that?"

Jacobsen: "As far as what?"

Hoag: "As far as clean up, too?"

Jacobsen: “Well it’s pretty much been cleaned up. I mean the tires were hauled away. The price of scrap iron last winter was \$300 a ton so they stole it all. I mean there isn’t too much left other than a couple of dirt piles stacked up. That was going to be actually hauled going to be hauled back to the pit to be re-crushed.”

Hoag: “I think the other issue is, and Mitch, this kind of goes toward you here. We have a deadline of the 31st has far as having him remove everything otherwise it falls to the property of the City of Eveleth. Correct? Let me say this, we don’t have much of a time frame here. If we were to grant him a lease, you know what I mean?”

Matos: “You are mistaken, Brian.”

Jacobsen: “That’s what I said. If we could just get the lease motion tonight and then we could worry about the rest of it.”

Matos: “We don’t have no problem with the time frame. He’s the person that has a problem with the time frame. He didn’t do anything for the last four months down there knowing he was being evicted off of the land. Now he’s coming in here at the last minute to save the property.”

Jacobsen: “When you guys had the vote at the end of October that the eviction was going to cease.”

Matos: “I don’t agree.”

Jacobsen: “Do you remember that, Joe?”

Koivunen: “I’m not exactly positive. There was some vote that . . .”

Brunfelt: “There was no vote. No. You were evicted from the land and here’s the way it happened. You were evicted from the land by Court Order. And actually, the Court gave you a much shorter time to vacate the property. You were actually ordered by the Court to be off in a much shorter time frame. And what happened was, the City then entered into a settlement agreement with you because after the Court ordered you to be vacated and evicted from the property on that very short time frame, you technically had a right to appeal the Court’s decision to the Minnesota Court of Appeals. Also at that time, the City as the prevailing party in the lawsuit had the right to tax their litigation costs and disbursements, not attorney’s fees, but litigations expenses against you and have a judgment entered against you. So what happened back at that time is the parties entered into and approved a settlement agreement. The settlement agreement was you would waive your appeal rights. In other words, you waived your rights to appeal the District Court’s decision; you waived that. In exchange, the City waived their rights to tax their costs and disbursements against you as the prevailing party in the litigation, and the City agreed to extend the Court deadline to March 31, 2009. That is what was done. There was no agreement at that time or any indication whatsoever that the City was going to sell you the land.”

Jacobsen: “This came later. This was a special meeting after that. I talked to Joe. I went down and talked to Tom. Tom said call Liz. I called Liz and there was a vote to . . . “

Brunfelt: “No, no, no there was no vote and that’s the type of stuff you tried to claim in the litigation that there were some serial meetings or backroom meetings back in the early 1980s where City Council . . . and you litigated that issue before the Court and the Court rejected those arguments. Now you are going and trying to say again that these Council members agreed to do that. The only binding decision that happens with this City Council is when it is properly placed on the City Council Agenda; there is a duly convened meeting of the City Council that is properly posted; the Council comes together considers it as an actual Agenda Item on a posted meeting and takes action. Just because you might talk to one Councilor and then another and then try to form some consensus, that is not a binding action of the City of Eveleth.”

Jacobsen: “Liz called me that Monday morning and said, ‘I’ll be your third vote,’ and there was a vote that next Tuesday.”

Kuoppala: “Mr. Jacobsen, there was not a vote, and it wasn’t about anything to do with your eviction proceedings. What we discussed is whether or not we might sell you land or sell that land and what we might be able to do. What I supported was the idea of forming a committee to figure out how we can deal with these land issues because we’ve run into every single obstacle with figuring out how to sell it. I still think that if you want to do good business in town, and if there’s some way we could sell you the land . . . I still, I haven’t changed since October. I don’t support the idea of a lease if . . .”

Jacobsen: “I was under the understanding that we had to have a current lease. That’s what they said, ‘Get a letter into Jackie’.”

Koivunen: “Actually now that we have this letter, if I’m not mistaken, the Mayor said now it will have to be on the Agenda for our next meeting and we will start this conversation all over again. We’re not going anywhere here.”

Brunfelt: “Let’s make it clear for the record, the agreement and the action of the City Council that stands is you have until March 31st to get your belongings off. That still stands. There is no extension granted on that and you are not a leaseholder on the property. You’ve been evicted from the property and you have until March 31st to get off. If you don’t by that date, it belongs to the City of Eveleth. And, also, as part of the parameters of that, if there are items that the City of Eveleth has to dispose of or clean up, the City has the right to back charge you for those costs as of March 31st. So, there is no action by the City Council tonight to grant any extension or leases and you have until March 31st to get your stuff off.

Jacobsen: “Alright. I’ll be at the next meeting.”

Matos: “April 7th.”

4. Beth Peterson, Eveleth Horizons

Beth Peterson, Eveleth Horizons volunteer, gave an update on PUCK Days. Peterson said the City was full of people attending the many events. She thanked the City's Public Works Department and Police Department as well as many other businesses and citizens for their involvement. Councilor Kallevig said the No-Check Hockey Tournament was a success.

Les Crawford, Bonsai Tea, said they had a great turnout at Bonsai Tea. Crawford asked if the City is planning for broadband for the citizens of Eveleth. Kuoppala said the EDA is overseeing the ARDC who is in the process of revising the City's Comprehensive Plan. She said perhaps broadband would fit under economic development.

G. CONSENT AGENDA

1. Approval of Payroll – February 16-28, 2009 in the amount of \$108,274.93
2. Invoice from Bonestroo in the amount of \$1,408.75 for Water Treatment Renovation Project
3. Request for Assistant Water/Wastewater Operator to Attend the Wastewater Operator Conference in Brooklyn Park, MN, March 25-27 2009

Motion by Councilor Koivunen, second by Councilor Kuoppala to approve the Consent Agenda. Ayes – All.

H. PUBLIC HEARINGS

None.

I. UNFINISHED BUSINESS

None.

J. NEW BUSINESS

- 1. Authorize Calling for Bids for Reconditioning of 2,000,000 Gallon Ground Storage Reservoir**

Motion by Councilor Kuoppala, second by Councilor Kallevig to authorize calling for bids for reconditioning of 2,000,000 gallon ground storage reservoir. Ayes – All.

Director Wiskow said the bids will be due at 2:00 p.m. on April 21, 2009 at the Eveleth City Hall.

- 2. Authorize Calling for Bids for Reservoir Booster Station By-Pass Piping**

Motion by Councilor Kuoppala, second by Councilor Kallevig to authorize calling for bids for reservoir booster station by-pass piping. Ayes – All.

Bids will be due at 2:00 p.m. on April 2, 2009 at the Eveleth City Hall.

3. Consider Approving the Spring 2009 Refuse Collection and Yard Waste Pickup Schedule.

Motion by Councilor Kallevig, second by Councilor Koivunen to approve the 2009 Spring Refuse Collection and Yard Waste Pickup Schedule. Ayes – All.

Director Wiskow gave a breakdown of the schedule as follows:

Items for Disposal Accepted at the City Garage

April 20 to May 15, 2009 7:00 a.m. to 3:30 p.m. (Monday through Friday)
April 27 to May 8, 2009 7:00 a.m. to 6:00 p.m. (Monday through Friday)

Yard Waste

Yard Waste will be accepted at the City Garage beginning April 20 and continuing until October 30, 2009. The City will be picking up yard waste in the alleys on May 11, 2009.

4. Consider Approving the Purchase of Gasoline and Diesel Fuel for 2009 from Old Time Oil & Auto

Motion by Councilor Koivunen, second by Councilor Kallevig to approve purchasing gasoline and diesel fuel in 2009 from Old Time Oil & Auto at a cost of \$.03 per gallon less than their pump price on the day of the purchase. Ayes – All.

5. Consider Approving Cooperative Agreement with St. Louis County for 2009 Roadway Striping

Motion by Councilor Kallevig, second by Councilor Koivunen to approve entering into Cooperative Agreement with St. Louis County for 2009 Roadway Striping. Ayes – All.

6. Consider Accepting the Quotation for the Purchase of a 2009 ½ ton, 4x4 Pickup

Councilor Kallevig made a motion (seconded by Hoag) to accept the quotations. Kallevig rescinded his motion after discussion took place on the cost of the truck. Director Wiskow said the quotes did not come in as low as anticipated. The Council will discuss this further at the next budget workshop meeting.

7. Request from St. Raphael's Health & Rehabilitation Center to Block off the 600 Block of Grant Ave. on Friday, August 7, 2009

Motion by Councilor Koivunen, second by Councilor Kallevig to approve request from St. Raphael's Health & Rehabilitation Center to block off the 600 Block of Grant Avenue on Friday, August 7, 2009. Ayes – All.

8. Request from Chief Lillis to Apply for Federal Grant Funds

Motion by Councilor Kallevig, second by Councilor Kuoppala to authorize Chief of Police to apply for the Byrne Justice Assistance Grant with an eligibility amount of \$10,370.00. Ayes – All.

9. Request from Chief Lillis to Update Administrative Penalties Schedule

Chief of Police Lillis proposed updating the Administrative Penalty Schedule as follows:

Penalty for Violations at \$12.00 (if paid within seven days): Calendar Parking, Parked Wrong Side, Parked Against Traffic, Parked in Alley, Overtime Parking, No Parking 2 AM to 6 AM, No Parking 4 AM to 8 AM.

Penalty for Violations at \$17.00 (if paid within seven days): Parked on Sidewalk, Double Parked, Parked Fire Hydrant Zone, Parked in Prohibited Zone, Parked Too Close to Intersection, Obstructing Street or Driveway.

Additional Penalties for Failure to Pay a Parking Citation: \$5.00 additional if not paid within seven days; \$40.00 additional if not paid within 20 days of a final notice.

Motion by Councilor Koivunen, second by Councilor Kuoppala to approve updating Administrative Penalty Schedule. Ayes – All.

10. Proposed Contract for Parking Ticket Processing

Motion by Councilor Kallevig, second by Councilor Hoag to approve service contract with Velosum, Inc. for parking ticket processing upon approval of form and content by City Attorney. Ayes – All.

11. Resolution Amending 2009 Budget

Motion by Councilor Kuoppala, second by Councilor Kallevig to adopt Resolution No. 2009-04, “RESOLUTION AMENDING 2009 BUDGET.” Ayes – All.

12. Adopt the Grant & Park Avenue Corridor Sewer Improvement Facility Plan

Motion by Councilor Kuoppala, second by Councilor Kallevig to adopt the Grant & Park Avenue Corridor Sewer Improvement Facility Plan. Ayes – All.

13. Authorize Staff to Submit a Request to the MPCA for Priority Scoring and Placement on the Clean Water Revolving Fund Project List for Stimulus Funding, for the Grant & Park Avenue Sanitary Sewer Replacement Project

Motion by Councilor Koivunen, second by Councilor Kallevig authorizing staff to submit a request to the MPCA for priority scoring and placement on the Clean Water Revolving Fund Project List for Stimulus Funding for the Grant & Park Avenue Sanitary Sewer Replacement Project. Ayes – All.

14. Authorize staff and Benchmark Engineering to call for quotations for cleaning and televising the remaining sanitary sewer lines on Grant & Park Avenue

Motion by Councilor Kallevig, second by Councilor Koivunen to authorize staff and Benchmark Engineering to call for quotations for cleaning and televising the remaining sanitary sewer lines on Grant & Park Avenue. Ayes – All.

15. Authorize staff to submit a request to the MN Department of Health for priority scoring and placement on the Drinking Water Revolving Fund Project Priority List for stimulus funding, for the Reconditioning of the 2,000,000 Gallon Ground Storage Reservoir and the Grant & Park Avenue Water Replacement projects

Motion by Councilor Kuoppala, second by Councilor Kallevig authorizing staff to submit a request to the MN Department of Health for priority scoring and placement on the Drinking Water Revolving Fund Project Priority List for stimulus funding, for the reconditioning of the 2,000,000 gallon ground storage reservoir and the Grant & Park Avenue Water Replacement projects. Ayes – All.

K. COUNCIL PRESENTATIONS/COMMITTEE REPORTS

None.

L. ADMINISTRATIVE PRESENTATIONS

Police Chief: Chief Lillis reminded the public that calendar parking is still in effect until April 30th.

Clerk-Administrator: Monahan-Junek gave an update on the 319 and 323 Grant Avenue demolition project. She said that asbestos abatement has been completed at 319 and Architectural Resources will be developing a concept for how the contractor will leave the site when demolition has been completed. Councilor Kuoppala asked if the project would be finished by July 4, 2009 as the original plan was to have the project completed by July 4, 2008.

M. ADJOURN

The Meeting adjourned at 8:15 p.m.

Attest:

Bill Matos, Mayor

Approved: April 7, 2009
Published: April 29, 2009

Jackie Monahan-Junek
City Clerk/Administrator