



**MOUNTAIN IRON  
CITY COUNCIL  
MEETING**

**MONDAY, DECEMBER 19, 2022**

**6:30 P.M.**

**MOUNTAIN IRON COMMUNITY CENTER  
MOUNTAIN IRON ROOM**



**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, DECEMBER 19, 2022 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
  - A. Minutes of the December 5, 2022, Regular Meeting (#1-10)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
  - A. Mayor's Report
  - B. City Administrator's Report
  - C. Director of Public Works' Report
  - D. Library Director/Special Events Coordinator's Report (#11)
  - E. Sheriff's Department Report
  - F. City Engineer's Report
  - G. City Attorney's Report
  - H. Liaison Reports
- VI. Unfinished Business
- VII. New Business
  - A. Surface Lease
  - B. Authorization to Serve Liquor
  - C. Reschedule January 2<sup>nd</sup> Meeting
  - D. Reschedule January 16<sup>th</sup> Meeting
- VIII. Communications (#26-29)
- IX. Announcements
- X. Adjourn

# Page Number in Packet  
\*Enclosed



MINUTES  
MOUNTAIN IRON CITY COUNCIL  
December 5, 2022

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Joe Prebeg Jr., Julie Buria and Mayor Peggy Anderson. Also present were: Craig Wainio, City Administrator; Tim Satrang, Public Works Director; Anna Amundson, Library Director/Special Events Coordinator; Amanda Inmon, Municipal Services Secretary; and Alan Johnson, City Engineer.

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

1. Approve the minutes of the November 21, 2022 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 November 16-30, totaling \$247,038.39 (a list is attached and made a part of these minutes),
4. To authorize the payments of the bills and payroll for the period November 16-30, totaling \$434,168.83 (a list is attached and made a part of these minutes).

The motion carried.

Public Forum:

- No one spoke during forum

The Mayor reported on the following:

- Condolences to the family and friends of Timothy Bianchi-Rossi
- CONGRATULATIONS MIB 2022 Football Team, 9-man State Champions
- Thank you to all the surrounding Communities and Fire Departments for their support and big escort Saturday evening

City Administrator:

- No formal report

It was moved by Roskoski and seconded by Buria to approve the 2022 Audit proposal from Walker, Giroux and Hahne, in the amount of \$27,750 for the Governmental Funds and \$12,050 for the Enterprise Funds. The motion carried on roll call vote.

It was moved by Buria and seconded by Prebeg to approve the recommendation of the Parks & Recreation board to hire the following individuals to work as winter seasonal workers/rink attendants for the 2022-2023 season:

Nolan Dunn	Noah Berrini	Jackson Dunn	Luke Hecimovich
Cheyenne Laine	Blayne Wainio	Connie Murphy	

The motion carried.

Director of Public Works:

- No formal report

It was moved by Prebeg and seconded by Buria to authorize Mr. Garrett Lenzen and Mr. Keith Zorman to become permanent employees and continue their employment as Laborers for the City of Mountain Iron, as they have completed their probationary period. The motion carried.

Library Director/Special Events Coordinator:

- 3<sup>rd</sup> Annual “Holiday Lighting Contest”
  - Judging – Friday, December 16<sup>th</sup> and Saturday, December 17<sup>th</sup>
    - Traditional Spirit of Christmas
    - Excellence in Design
    - WOW Factor (Griswold)
    - Best in the Business
  - Winners announced at December 19<sup>th</sup> City Council meeting
- Cocoa Bar & Goodies presented by MIB Speech & Drama Club
  - Both nights - Merritt Elementary Doors – 5:30pm-8:00pm (while supplies last)

City Engineer:

- No formal report

It was moved by Prebeg and seconded by Buria to approve Pay Request No. 6 – for the Proposed Well #3 project in the amount of \$76,916.75, to Peterson Well Drilling, Mountain Iron, MN. The motion carried on roll call vote.

Fire Department:

- Call responses have been consistent
- Congrats to the MIB Football team on their State Championship WIN, and to the several local Fire Departments who helped with escort back into town on Saturday

It was moved by Prebeg and seconded by Buria to approve Resolution #23-22; Approving Community Development Block Grant Application (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Buria to adopt the 2023 Budget as presented. The motion carried on roll call vote (No: Roskoski; Yes: Anderson, Buria, Prebeg).

It was moved by Roskoski and seconded by to amend the motion to delete the purchase of the two smaller trucks presented in the budget, saving \$90,000 in the 2023 budget. The motion failed due to lack of support.

It was moved by Buria and seconded by Prebeg to approve Resolution #24-22; Approving 2022 Tax Levy, collectable 2023 (a copy is attached and made a part of these minutes). The motion carried on roll call vote (No: Roskoski; Yes: Anderson, Buria, Prebeg).

It was moved by Buria and seconded by Prebeg to approve Resolution #25-22; Reestablishing Polling Places (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Buria to approve Resolution #26-22; Authorizing the City of Mountain Iron to Make an Application to and Accept Funds from the Development Infrastructure Grant Program from the Department of IRRRB (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Roskoski and seconded by to amend the motion to increase the grant request amount from \$50,000 to \$250,000 from the Department of IRRRB. The motion failed due to lack of support.

The MIB Ranger Speech & Drama Club requests contributions for their 2021-2023 Season. It was moved by Prebeg and seconded by Buria to donate \$250 to the MIB Speech & Drama Club for their 2022-2023 Season, monies to come out of the Charitable Gambling Fund. The motion carried on a roll call vote.

It was moved by Roskoski and seconded by to donate \$200 to the Mountain Iron Senior Citizens Club for their Annual Christmas Party, monies to come out of the Charitable Gambling Fund. The motion failed due to lack of support.

It was moved by Roskoski and seconded by to amend his motion to donate \$200 to the Mountain Iron Senior Citizens Club for their Annual Christmas Party, monies to come from the General Fund. The motion failed due to lack of support.

It was moved by Prebeg and seconded by Buria to table the donation request by the Mountain Iron Senior Citizens Club to refer to the City Attorney for legal advice. The motion carried.

Announcements:

- MIB Speech & Drama Club present “Dawn of a New Age, A Collection”
  - Merritt Auditorium
    - December 8<sup>th</sup> & December 9<sup>th</sup> & December 11<sup>th</sup>

At 7:09p.m., it was moved by Buria and seconded by Prebeg that the meeting be adjourned. The motion carried (Yes: Prebeg, Buria, Anderson; No: Roskoski).

Submitted by:



Amanda Inmon  
Municipal Services Secretary

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	200.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	25.00
LICENSES	CIGARETTE	101-32-2100-000	100.00
LICENSES	LIQUOR	101-32-2100-000	1,825.00
METER DEPOSITS	ELECTRIC	604-22000	1,850.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	40.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	101-21709	64,424.61
MISCELLANEOUS	CHARITABLE GAMBLING PROCEEDS	230-31-1010-000	65.90
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	2,038.00
MISCELLANEOUS	FAX CHARGES	101-36-6200-061	.00
MISCELLANEOUS	LIBRARY-COPIES, FINES, MISC.	101-36-6200-092	750.00
MISCELLANEOUS	MISC. - GENERAL	101-20607	375.00
MISCELLANEOUS	MISC. - GENERAL	101-36-6200-089	450.00
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	1.14
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	330.62
UTILITY	UTILITY	001-11105	174,563.12
Grand Totals:			247,038.39



## Report Criteria:

Report type: Summary

Check Type = (&lt;&gt;) "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/06/2022	158438	10070	A-1 RENTAL SERVICES INC	602-20200	843.75
12/22	12/06/2022	158439	10012	ABE ENVIRONMENTAL SYSTEMS, INC	101-20200	4,816.50
12/22	12/06/2022	158440	10075	ARAMARK UNIFORM SERVICES	602-20200	144.35
12/22	12/06/2022	158441	10021	ARROWHEAD LIBRARY SYSTEM	101-20200	81.00
12/22	12/06/2022	158442	10042	AUTO VALUE VIRGINIA	603-20200	212.03
12/22	12/06/2022	158443	20051	BSN SPORTS, LLC	101-20200	441.57
12/22	12/06/2022	158444	30055	BTAC ACQUISITION CORP.	101-20200	1,083.66
12/22	12/06/2022	158445	30016	CHAMPION AUTO	101-20200	121.60
12/22	12/06/2022	158446	60029	FERGUSON ENTERPRISES INC	601-20200	271.84
12/22	12/06/2022	158447	190090	GARRETT LENZEN	101-20200	150.00
12/22	12/06/2022	158448	70016	GOPHER STATE ONE CALL INC	604-20200	14.85
12/22	12/06/2022	158449	70051	GREATER MN PARKS & TRAILS	101-20200	165.00
12/22	12/06/2022	158450	70029	GUARDIAN PEST CONTROL INC	101-20200	91.60
12/22	12/06/2022	158451	70040	GVC INDUSTRIES, LLC	101-20200	899.10
12/22	12/06/2022	158452	80001	HILLYARD/HUTCHINSON	101-20200	962.27
12/22	12/06/2022	158453	80037	HOMETOWN MEDIA PARTNERS	101-20200	524.00
12/22	12/06/2022	158454	80003	HYDROBLAST DEGREASING INC.	101-20200	675.00
12/22	12/06/2022	158455	110006	KEN WASCHKE AUTO PLAZA	101-20200	719.61
12/22	12/06/2022	158456	120006	L & M SUPPLY	101-20200	1,155.54
12/22	12/06/2022	158457	12001	LAMKE BROADCASTING	101-20200	252.00
12/22	12/06/2022	158458	130030	MACQUEEN EQUIPMENT	603-20200	423.29
12/22	12/06/2022	158459	130041	MESABI BITUMINOUS	101-20200	2,985.00
12/22	12/06/2022	158460	130006	MESABI HUMANE SOCIETY	101-20200	1,916.66
12/22	12/06/2022	158461	130004	MESABI TRIBUNE	101-20200	246.00
12/22	12/06/2022	158462	130181	MIB SPEECH/DRAMA CLUB	230-20200	250.00
12/22	12/06/2022	158463	130194	MID-STATE TRUCK SERVICE INC.	604-20200	1,924.72
12/22	12/06/2022	158464	110035	MIDWEST COMMUNICATIONS	101-20200	100.00
12/22	12/06/2022	158465	130044	MINNESOTA DEPT OF HEALTH	601-20200	2,271.00
12/22	12/06/2022	158466	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,509.37
12/22	12/06/2022	158467	130180	MINNESOTA TELECOMMUNICATIONS	603-20200	464.17
12/22	12/06/2022	158468	30001	NAPA AUTO PARTS	101-20200	315.23
12/22	12/06/2022	158469	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	113,311.68
12/22	12/06/2022	158470	140042	NORTHERN DOOR & HARDWARE INC	101-20200	65.00
12/22	12/06/2022	158471	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	43.45
12/22	12/06/2022	158472	140005	NORTHERN FITNESS GROUP	101-20200	208.08
12/22	12/06/2022	158473	9039	NORTHLAND FIRE & SAFETY, INC	101-20200	429.00
12/22	12/06/2022	158474	140010	NORTHLAND TRACTOR REPAIR	604-20200	380.55
12/22	12/06/2022	158475	130017	PARK STATE BANK	602-20200	475.12
12/22	12/06/2022	158476	16000	PETERSON WELL DRILLING, INC.	601-20200	76,916.75
12/22	12/06/2022	158477	170005	QUALITY FLOW SYSTEMS INC	602-20200	17,400.00
12/22	12/06/2022	158478	170007	QUILL CORPORATION	101-20200	464.74
12/22	12/06/2022	158479	180006	RMB ENVIRONMENTAL LABORATORIES	601-20200	192.76
12/22	12/06/2022	158480	190079	SCHINDLER ELEVATOR CORPORATION	101-20200	3,441.56
12/22	12/06/2022	158481	190045	SERVICE SOLUTIONS	101-20200	27.00
12/22	12/06/2022	158482	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	45,833.32
12/22	12/06/2022	158483	190001	STATION AUTOMATION INC.	101-20200	4,875.00
12/22	12/06/2022	158484	200003	TACONITE TIRE SERVICE	101-20200	78.70
12/22	12/06/2022	158485	200043	TRUDIGITAL SIGNAGE	101-20200	936.00
12/22	12/06/2022	158486	210002	UNITED TRUCK BODY COMPANY INC	101-20200	134.68
12/22	12/06/2022	158487	30072	VC3	101-20200	2,986.00
12/22	12/06/2022	158488	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	7,013.40
12/22	12/06/2022	158489	240001	XEROX CORPORATION	101-20200	90.93
12/22	12/06/2022	158490	130004	MESABI TRIBUNE	101-20200	253.55

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/06/2022	158491	130102	MINNESOTA DEPT OF HEALTH	101-20200	525.00
12/22	12/06/2022	158492	130004	MESABI TRIBUNE	101-20200	269.15
Grand Totals:						302,382.13
PP-Ending 11/25						131,786.70
TOTAL EXPENDITURES						\$434,168.83



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • [www.mtniron.com](http://www.mtniron.com)  
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

## RESOLUTION NUMBER 23-22

### APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

**WHEREAS**, St. Louis County is preparing a Consolidated Plan/Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

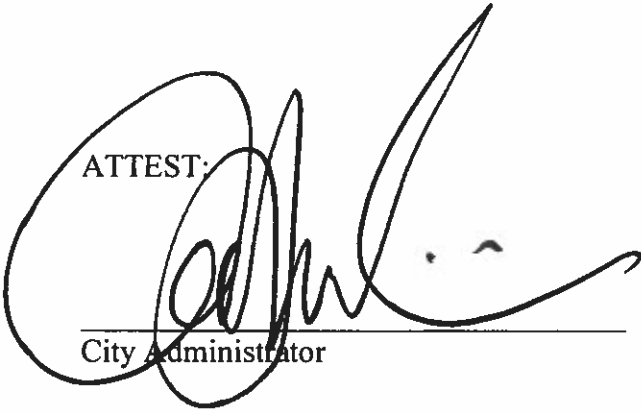
**WHEREAS**, St. Louis County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

**WHEREAS**, it is found that the project meets the benefiting low and moderate income persons federal objective of the CDBG program and is prioritized by the community as a high priority need.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA**, that the Mountain Iron CDBG application related to the Old Downtown Drainage Improvement Project is hereby authorized to be submitted to St. Louis County for inclusion in St. Louis County's Consolidated Plan/Action Plan to the U.S. Department of Housing and Urban Development, and that the City Administrator is hereby authorized to execute all documents, agreements, or contracts which result from this application to St. Louis County.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF DECEMBER, 2022.**

ATTEST:

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Mayor Peggy Anderson



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 24-22

### APPROVING THE 2022 TAX LEVY, COLLECTABLE 2023

**BE IT RESOLVED**, by the City Council of the City of Mountain Iron, County of Saint Louis, Minnesota, that the following sums of money be levied for the current year, collectable in 2023, upon the taxable property in the City of Mountain Iron for the following purposes:

TOTAL LEVY	\$1,398,585
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The City Administrator is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Saint Louis County, Minnesota.

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF DECEMBER, 2022.**

ATTEST:

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Mayor Peggy Anderson



# CITY OF MOUNTAIN IRON

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## RESOLUTION NUMBER 25-22

### REESTABLISHING POLLING PLACES

**WHEREAS**, in 2017, there were legislative changes to M.S. 204B.16, Subd. 1 (Municipal and County-Unorganized Territory Polling Place Designations); the changes require all jurisdictions to designate polling places on an annual basis; and

**WHEREAS**, all municipalities are required to designate polling places, by ordinance or resolution, for each precinct by December 31<sup>st</sup> each year for the next calendar year

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Mountain Iron, County of Saint Louis, State of Minnesota hereby reestablishes the polling places as follows:

Precinct 1: Community Center, 8586 Enterprise Drive South

Precinct 2: Community Center, 8586 Enterprise Drive South

**DULY ADOPTED BY THE CITY COUNCIL THIS 5<sup>th</sup> DAY OF DECEMBER, 2022.**

ATTEST:

City Administrator

Mayor Peggy Anderson



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## RESOLUTION NUMBER 26-22

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

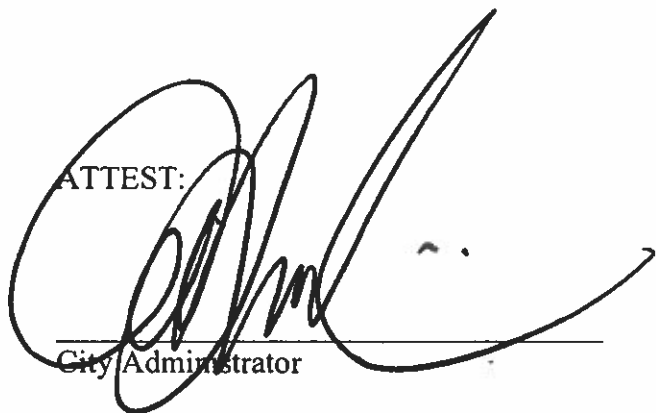
**WHEREAS**, the Mountain Iron City Council approves of the attached application for the UPS Street project; and,

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

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

**DULY ADOPTED BY THE CITY COUNCIL THIS 1<sup>st</sup> DAY OF DECEMBER, 2022.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Peggy Anderson

Mountain Iron Public Library

Monthly Report

November 2022

**Circulation**

Items checked out: 1,636      Items checked in: 1,565

Total Circulation of materials in November: 3,201

**Attendance:**

Adults: 395    Youth: 154    Patrons in November: 549

Special Events/Programs held: 6 (116 participants)

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

Total Library usage: 665

**Events and Activities at the library in November:**

November 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup> & 23<sup>rd</sup>: After School Reading Club (59 participants)

November 7<sup>th</sup> & 21<sup>st</sup>: City Council Meetings (Anna)

November 9<sup>th</sup>: Library Board Meeting (cancelled)

November 14<sup>th</sup>: Committee of the Whole Meeting (Anna)

November 15<sup>th</sup>: Spirit Lake 4H Club meeting (21 participants - Anna)

November 16<sup>th</sup>: Iron Range Tykes Reading (Anna)

November 21<sup>st</sup>: Gratitude Tree (Family project – 36 participants)

November 22<sup>nd</sup>: Book-to-Movie program

**SURFACE LEASE**

***THIS LEASE AGREEMENT*** (hereinafter "Lease" or "Lease Agreement") is made effective as of the \_\_\_\_ day of December, 2022, by and between:

United States Steel Corporation, a Delaware corporation, with an office and place of business located at Old Highway 169, Box 417, Mt. Iron, Minnesota 55768 (hereinafter "Lessor"),

and

City of Mountain Iron, with an office and place of business located at 8586 Enterprise Drive, South Mountain Iron, Minnesota 55768-8260 (hereinafter "Lessee").

***WITNESSETH:***

In consideration of the terms, conditions and obligations herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

**Section 1 -- Leased Premises.**

(A) Lessor hereby demises and leases to Lessee and Lessee hereby leases from Lessor the surface only of the property located in St. Louis County, Minnesota, and more specifically described as follows:

E½ of NW¼, SW¼ of NW¼, and NW¼ of SW¼, Section 29, Township 58 North, Range 18 West, described by metes and bounds call and crosshatched on Exhibit "A" attached hereto and incorporated herein (hereinafter "Leased Premises" or "Premises").

(B) Lessor hereby grants unto Lessee an easement for ingress and egress between Leased Premises and the water level, as constituted from time to time, in the West Two River Reservoir, over and upon those parts of the E½ of NW¼ and the NW¼ of SW¼ of Section 29 lying between the Leased Premises and said West Two River Reservoir (hereinafter "Easement Premises").

(C) Give and Grant unto Lessee insofar as the Lessor has the property interest and power to do so, the right and privilege to use for the respective purposes hereinafter provided, the waters of West Two River Reservoir (hereinafter "Licensed Premises").

The Leased Premises, Easement Premises and Licensed Premises being hereinafter collectively referred to as the, "Said Premises".

(D) This Lease is subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the Leased Premises or any part thereof, and to the rights of any person or other party who may have an interest in the Leased Premises, including any minerals therein.



**Section 2 -- Term.**

This Lease Agreement shall begin retroactive to 12:01 a.m. on January 1, 2022, and shall terminate at 11:59 p.m. on December 31, 2032, subject to earlier termination as hereinafter provided.

**Section 3 -- Purpose.**

Lessee shall use the Leased Premises only for the establishment and maintenance of a public tourist camping ground. The Licensed Premises are licensed to the Lessee for public recreational uses in connection with the use of the Leased Premises and the Easement Premises are granted to the Lessee only for ingress and egress to and from the Leased Premises. Lessee shall not utilize the Leased Premises for any other reason whatsoever.

Lessor reserves the right to use the Said Premises, or any part thereof, for any purpose and in any manner that will not unreasonably interfere with the several uses thereof by the Lessee as hereby permitted.

It is understood that the West Two River Reservoir is an impounded body of water created under Minnesota Permit No. P.A. 63-846 issued by the Minnesota Department of Natural Resources to the Lessor for the purpose of storage and appropriation of waters in connection with the operation of the Lessor's taconite beneficiation plant in the vicinity.

Lessor reserves the right and privileges given to it by said Permit No. P.A. 63-846, and Lessor may exercise such rights and privileges, and perform such duties, as given or required by said Permit in such manner, in the Lessor's sole discretion, as if this lease, easement, and license had never been granted to the Lessee; provided, however, that whenever possible the Lessor shall give to the Lessee reasonable advance notice of any proposed substantial change in its actions or practices with regard to the Reservoir that might affect the uses of the Said Premises under this agreement. The Lessor shall not owe to the Lessee under this agreement any duty to maintain the West Two River Reservoir. In any negotiations or hearings for amendment or renewal of said Permit, if initiated by the Lessor or accepted by the Lessor, the Lessee agrees not to appear in opposition thereto by reason of the interests granted by this agreement.

Any roads, cartways or trails constructed by or for the Lessee upon Said Premises shall be deemed subject to the terms and provisions of this agreement, including the provisions for the termination of this agreement, and shall not during the term of this agreement, or any extension thereof, be deemed to be public roads, cartways or trails by reason of dedication by the Lessor, either as an actual dedication or as an implied dedication arising out of the fact of expenditure of public funds for the construction and maintenance of such roads, cartways or trails.

**Section 4 -- Compliance with Laws.**

(A) Lessee shall maintain the Leased Premises in accordance with good land management practice and comply with all past, present, and future statutes, laws and regulations, including but not limited to zoning laws, environmental laws, permits, ordinances, rules, regulations and orders of all governmental, judicial, administrative or political persons or entities having jurisdiction thereof.

(B) Lessee shall obtain any permits as required, and shall promptly provide copies thereof to Lessor.

(C) Lessor does not warrant or represent that the Premises are suitable or safe for the purposes intended.

(D) Lessee shall pay any and all fines or penalties imposed or allegedly imposed for failure to comply therewith and indemnify Lessor from any claims, demand, or actions by governments, their agencies, boards or commissions and private parties, arising as a result of Lessee's actions or inactions where there was a duty to act. The term "Lessor" shall include all subsidiaries, divisions, and affiliates of Lessor and their officers, directors, and employees.

**Section 5 -- Rental Payments.**

(A) Lessee shall pay to the Lessor an annual fee of Two Hundred Dollars (\$200.00), by check made payable to "United States Steel Corporation," which check shall be sent to and received by: USS Real Estate Attn: Adam Marks, P.O. Box 417 Mountain Iron, MN 55768 commencing the first month after execution of this Lease Agreement and thereafter, on each anniversary date of the execution of this Lease Agreement, each without set-off, recoupment, or counterclaim.

(B) In addition to any monies and/or tax payments discussed herein, Lessee agrees to pay Lessor for all damages to the Premises or surrounding area or any facility located thereon including, but not limited to, the value of any timber and shrubbery destroyed, the cost of repairing roads, railroads, culvert, or any other facilities damaged or relocated due to the Lessee's use of the Premises. Additionally, Lessee shall keep the Premises neat and free from refuse at all times during the life of this Lease Agreement. Upon expiration or termination of this Lease Agreement, all personal property, of whatever nature, shall be removed from the Premises within ninety (90) days.

**Section 6 -- Taxes.**

Lessee shall reimburse Lessor, promptly after being billed by the Lessor, for all taxes and/or assessments, including all special assessments, levied against the Leased Premises or any part thereof which are due and payable in the year 2022, and in each year thereafter during the term of this Lease, pro-rated as to each governmental subdivision according to acreage, and all taxes and assessments payable during the same

period upon any buildings, structures, or other property at any time placed or permitted thereon by Lessee. Lessee shall not be obligated to pay taxes on any mineral valuation.

**Section 7 -- Protection of Title.**

Lessee shall protect the Leased Premises and keep the title thereto free and clear from all mechanics', laborers', or other liens, clouds or encumbrances in any way arising from the use or occupancy of the Leased Premises as hereby leased, or from anything done or omitted to be done thereon by Lessee's officers, agents, servants, contractors, sublessees or Lessees.

**Section 8 -- Maintenance and Nuisance.**

Lessee shall at all times keep the Leased Premises and all improvements thereon or appurtenant thereto in good repair and in a safe, neat, and orderly condition and so maintain, use, and occupy the same as to protect life and property and so as not to create any public or private nuisance or damage or injury to any adjacent premises or to any persons or property thereon.

**Section 9A -- Indemnification.**

(A) In the exercise of its rights hereunder, *Lessee agrees to indemnify, defend and hold harmless Lessor, and their officers, directors, employees, agents, successors and assigns* from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses, including attorney fees, court costs, consultant fees and other legal costs, for any personal injury, death, or property damage or any other damages of whatever kind or nature whatsoever arising out of or resulting from, or in any way associated with the activities described herein of Licensee, its employees, agents, invitees, successors, and assigns or the activities of any other party or entity whatsoever, directly or indirectly, against Licensor.

(B) *Lessee further agrees to indemnify, defend and hold harmless Lessor, including its subsidiaries, facilities, employees, successors, and assigns* from and against any and all claims, suits, expenses and costs, including court costs, attorneys' fees and other legal costs, from any environmental liability or damages arising or resulting from or caused by the activities herein described.

(C) If Lessee bears witness to or receives information from any third party of personal injury, property damage, or environmental release occurring at or adjoining the Premises, Licensee shall provide Lessor with immediate notice of any such event.

(D) The obligations set forth in this Section shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

**Section 9 B — Environmental Indemnification.**

(A) *Lessee agrees to indemnify, defend and hold harmless Lessor from and against* any and all claims, actions, losses, expenses, fines, fee, (including attorney fees, consultant fees and other

legal costs), verdicts, judgments or any other damages or liabilities arising from any environmental condition of the Leased Premises arising out of Lessee's activities during the term Lessee is or was in possession of the Leased Premises. For purpose of this provision, "environmental condition" shall mean any discharge, release, contamination, leakage, existence, contamination, seepage, spillage, or emission (hereinafter collectively call "Discharge") of any hazardous substances upon, in or from the Premises, which occurs during the term of this Lease. As used herein "Hazardous Substances" shall mean any substance that is toxic, ignitable, reactive, corrosive, or otherwise endangers human health or the environment and that is or becomes regulated or identified as hazardous by any local government, the State of Minnesota or the United States government. "Hazardous Substances" also include, without limitation, any and all materials or substances that are defined as "hazardous waste," "hazardous substance," or a "regulated substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or the Resource or local laws, Conservation and Recovery Act, as amended, or other similar federal, state regulations or ordinances. Applicable to the manufacture, storage, handling, transportation, remediation, treatment, removal, reporting, monitoring or disposal of any such hazardous substances, hazardous materials, or waste or any substances, materials or wastes generated, stored, or disposed of at or on the Premises. "Hazardous Substances" or a "regulated substance" also includes, but is not restricted to, asbestos, polychlorinated biphenyls (hereinafter "PCBs"), and petroleum and petroleum products.

(B) Notwithstanding anything to the contrary contained herein, Lessor acknowledges that Lessee has neither created nor contributed to the creation or existence of any type of hazardous or toxic material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or release thereof, or the violation of any law or regulation relating thereto, at the Premises prior to the occupancy of the Leased Premises by Lessee and it is understood that Lessee shall have no liability for any such condition. Additionally, if Lessee is held liable or is joined in any regulatory or third-party action as a result of any environmental condition which occurs or has occurred prior to Lessee's occupancy of the Leased Premises, ***Lessor shall indemnify, defend, and hold harmless Lessee for any and all*** loss, cost, or damage actually sustained and incurred by Lessee in connection therewith; provided, however, that the foregoing protections of Lessee from liability for preexisting conditions shall not apply to the extent Lessee's actions under this Lease result in an exacerbation of any such pre-existing conditions; and provided that Lessee shall have the burden of proof to demonstrate that any environmental condition occurred prior to Lessee's occupancy of the Leased Premises.

(C) The obligations set forth in this Section shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

**Section 10 -- Insurance.**

(A) Lessee further agrees that before it or any of its consultants/contractors visit the Premises, it will obtain and maintain in full force and effect and will cause its consultants/contractors to maintain in full force and effect, insurance coverage in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

(B) In addition, Lessor reserves the right to modify insurance requirements throughout the term of the Lease.

(C) The obligations set forth in this Section and in Attachment "I" shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

**Section 11 -- Termination.**

Lessor may terminate this Lease at any time by giving Lessee prior written notice of at least one hundred and sixty (60) days. Lessee may terminate this Lease at any time by giving prior written notice to Lessor of at least one sixty (60) days, and by executing and delivering to Lessor an instrument of surrender thereof and complying with all the requirements of this Lease to the time of such termination.

**Section 12 -- Default.**

If either party (hereinafter in this section referred to as ("First Party")), fails to perform its obligations under this Lease, the other party shall notify the First Party in writing of the respect in which First Party has failed to perform its obligations. First Party shall thereupon have thirty (30) days within which to cure the default; if the default may not be remedied within such 30-day period, the First Party shall have an additional period of time, not to exceed sixty (60) days to cure the default. In an emergency, First Party shall remedy the default as promptly as circumstance require. If the non-defaulting party discovers an emergency which requires action before the First Party could reasonably have been expected to act, the non-defaulting party may take remedial action, whose reasonable costs shall be borne by First Party. If either party, having given notice, fails to perform its obligations pursuant to the foregoing, the other party may perform said obligations at the expense of the First Party and may, upon written notice to the defaulting party, terminate this Lease Agreement.

**Section 13 -- Notices.**

All notice that may at any time be required to be given hereunder shall be deemed to have been properly given if personally hand delivered to the other party, or if sent by United States first class registered or certified mail, postage paid, or by facsimile transmission addressed, Lessor as follows:

If to Lessor:	United States Steel Corporation Attn: Adam Marks Old Highway 169 P.O. Box 417 Mt. Iron, Minnesota 55768
With a copy to:	United States Steel Corporation 600 Grant Street, Room 1844 Pittsburgh, Pennsylvania 15219-2800 Attention: Attorney - Real Estate
If to Lessee:	City of Mt. Iron Attn: City Administrator 8586 Enterprise Drive South Mountain Iron, Minnesota 55768-8260

or to such other name and address as furnished in writing by either party to the other. All notices shall be effective when received by the party to whom addressed.

**Section 14 -- Removal of Lessee's Structures and Equipment.**

On or before the termination of this Lease in any manner, Lessee shall, at its own cost and expense, remove from the Leased Premises all buildings and other structures and improvements and any and all other property belonging to Lessee, or its sublessees or licenses and quietly and peaceably surrender possession of the Leased Premises to Lessor in the same condition it was in at the commencement of the Lease, subject to reasonable wear and tear. If Lessee is in default hereunder, Lessor may remove any and all such property remaining thereon and dispose of such property as it may desire, without liability to Lessee, and restore the Leased Premises to the same condition it was in at the commencement of the Lease. Lessee shall promptly pay all cost and expense of any such removal and restoration.

**Section 15 -- Binding.**

This Lease and all the terms, conditions, and obligations hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

**Section 16 -- Assignment and Amendments.**

(A) Lessee shall not assign this Lease or sublease the Premises, or any part thereof, without the written consent of Lessor, which may be granted or denied in Lessor's sole discretion.

(B) This Lease may be amended, renewed, extended or canceled only by written instrument executed on behalf of each of the parties hereto, which may be granted or denied at Lessor's sole discretion.

**Section 17 -- Entire Agreement.**

This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

**Section 18 -- Construction.**

This Lease shall be governed by the laws of the State of Minnesota, and all terms, conditions, and covenants herein shall be interpreted in accordance therewith.

**Section 19 -- Counterparts.**

This Lease may be signed in one or more counterparts, and by facsimile transmission, all of which shall be treated as one and the same original Lease. Each party shall provide an executed copy to the other.

**Section 20 -- Financial Statements.**

Upon Landlord's request, Tenant shall promptly furnish Landlord from time to time with financial statements prepared in accordance with GAAP, reflecting Tenant's current financial condition and/or financial condition at fiscal year end, and written evidence of ownership and ownership interests if Tenant is other than a sole proprietorship.

*IN WITNESS WHEREOF*, the parties hereto have caused this Lease Agreement to be executed as of the date(s) indicated herein.

Lessor: United States Steel Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Lessee: City of Mt. Iron

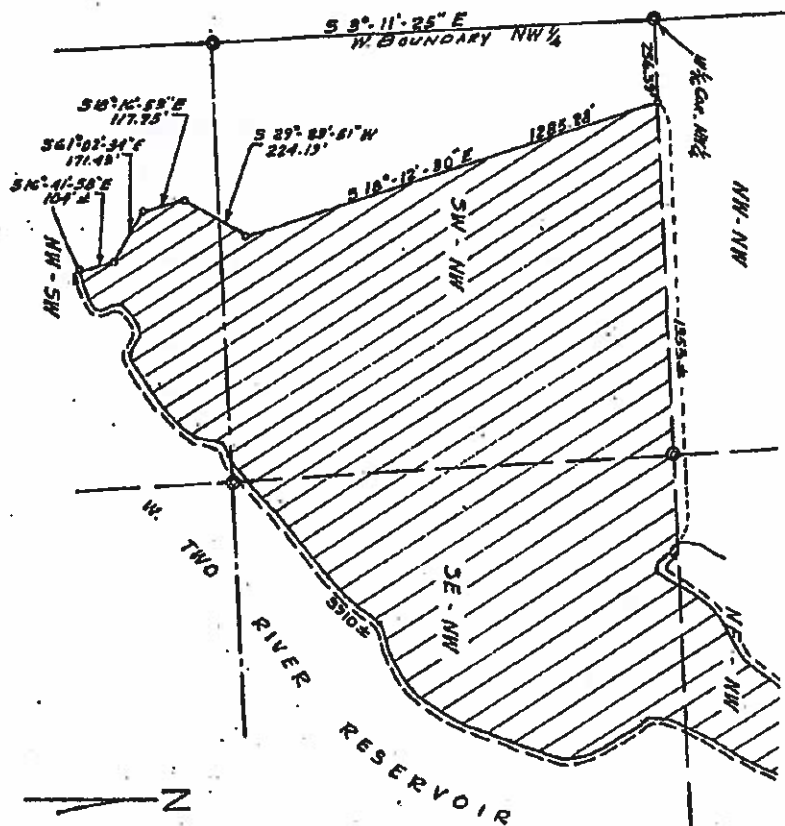
By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# Exhibit A - Leased Premises

## Exhibit A



PARCEL DESCRIBED

SCALE: 1" = 300'

### DESCRIPTION FOR RECREATION AREA WEST TWO RIVER RESERVOIR

A parcel of land that lies in parts of the SW-1/4 of the NW-1/4, SE-1/4 of the NW-1/4, NE-1/4 of the NW-1/4 and the NW-1/4 of the SW-1/4, all in Section 29, T58N, R18W of the Fourth Principal Meridian according to the United States Government Survey, thereof, and being in the County of St. Louis and the State of Minnesota, and more particularly described as follows:

Assuming the West boundary line of said NW-1/4 of Section 29 to have a bearing of S 3°-11'-25" E and starting at a point on the North boundary line of the SW-1/4 of said NW-1/4 of Section 29, 256.39 feet easterly of the West 1/16 corner of said NW-1/4 of Section 29; thence S 18°-12'-30" E for a distance of 1,285.20 feet to a point; thence S 29°-33'-51" N for a distance of 224.39 feet to a point; thence S 16°-16'-53" E for a distance of 117.95 feet to a point; thence S 61°-02'-34" E for a distance of 171.43 feet to a point; thence S 16°-41'-58" E for a distance of 104 feet, more or less to a point on the shoreline of the West Two River Reservoir; thence going successively Northeasterly, Northerly, Westerly, Southwesterly and Northwesterly for a distance of 3910 feet more or less along said shoreline that meanders successively into said NW-1/4 of the SW-1/4, SW-1/4 of the NW-1/4, SE-1/4 of the NW-1/4, NE-1/4 of the NW-1/4 and back through said SE-1/4 of the NW-1/4 to a point on the Northerly boundary line of said SE-1/4 of the NW-1/4; thence Westerly along said Northerly boundary line and the Northerly boundary line of said SW-1/4 of the NW-1/4 for a distance of 1353 feet, more or less to the point of beginning; containing 51.2 acres, more or less EXCLUDING ANY PART OF THE AFORESAID DESCRIPTION ALONG SAID SHORELINE THAT IS BELOW HIGHER MEAN SEA LEVEL ELEVATION.

*Robert R. Wallace*  
Robert R. Wallace Reg. No. 5070

January 19, 1982



## ATTACHMENT "I" INSURANCE

Contractor shall procure and maintain, at its own expense, and shall require its Subcontractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad Form Property Damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);
- (viii) The policy shall be endorsed so as to include United States Steel Corporation (hereinafter "USS") and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and non-contributory basis.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Contractor's and its Subcontractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Contractor's and its Subcontractor's insurance and shall not contribute with it.

- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate coverage for third-party action over claims.
- (xiii) The policy shall not be endorsed to include ISO endorsement form CG 24 26 or any similar provisions.
- (xiv) If work includes construction or demolition operations on or within 50 feet of a railroad or railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, the policy shall be endorsed to include ISO endorsement form CG 24 17 or similar provision.

**B. Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and noncontributory basis, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid. The policy of insurance shall contain or be endorsed to include the following:

- (i) If work includes construction or demolition operations on or within 50 feet of a railroad or railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, the policy shall be endorsed to include ISO endorsement form CA 20 70 or similar provision.

**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries.

**D. Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

**E. Errors and Omissions Professional Liability Insurance:** Coverage should be for a professional error, act or omission arising out of the Contractor's and Subcontractor's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor and Subcontractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

**F. Cyber Liability Insurance:** Coverage shall be for Cyber Risk exposures arising out of the Contractor's performance of work hereunder. Policy shall include coverage for third party liability including network security liability, privacy liability and media liability; first party privacy expenses including breach response costs, consumer notices, consumer identity protection and restoration expenses, privacy regulatory actions; and first party network interruption including cyber extortion, business interruption, dependent business interruption and data restoration. This policy shall be endorsed to include

United States Steel and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a primary and non-contributory basis, coverage shall not be excluded for claims by an additional insured against an insured. The policy shall also include a Waiver of Subrogation to the benefit of United States Steel and its affiliates, including all units, divisions and subsidiaries.

2. **Minimum Limits of Insurance** – Contractor and its Subcontractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for personal injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS.

B. **Automobile Liability Insurance**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation**: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage and/or Employer's Liability including Maritime Employer's Liability**: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance**: \$2,000,000 per loss; \$4,000,000 annual aggregate limit

F. **Cyber Liability Insurance**: Limits shall not be less than \$5,000,000 each claim; \$5,000,000 annual aggregate.

3. **Self-funded or Other Non-Risk Transfer Insurance Programs** –The Contractor and its Subcontractor(s) shall not use self-insurance or other non-risk transfer insurance programs unless they are fully disclosed to, and permission has been given by, USS to use such programs to meet these insurance requirements stated herein.

4. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Contractor and its Subcontractor(s) shall extend to and protect USS, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor and its Subcontractor(s).

5. **Rating of Insurer** -- The Contractor and its Subcontractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

6. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as

additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to USS.

**B.** These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable against the Contractor and the Contractor will require such provisions to be bound by its Subcontractor(s) regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

**C.** The above-described insurance coverage to be provided by Contractor and its Subcontractor(s) hereunder will extend coverage to all work or services performed hereunder.

**D.** The obligation of the Contractor and its Subcontractor(s) to provide the insurance herein above specified shall not limit in any way the liabilities or obligations of the Contractor and its Subcontractor(s).

**E.** In the event Contractor and its Subcontractor(s), or its insurance carrier defaults on any obligations hereunder, Contractor and its Subcontractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

## **7. Evidence of Coverage**

**A.** *Prior to the commencement of any work or services on USS's Premises*, Contractor shall furnish to USS copies of the endorsements effecting the coverage required by this specification. Additionally, *prior to the commencement of any work or services on USS's Premises*, Contractor shall furnish to USS Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that Contractor will notify USS with thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies. In the event that Contractor provides a materially different type of product or services hereunder, Contractor shall carry such additional insurance as USS may reasonably request in connection with such new products or services.

**B.** All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Contractor's full compliance with the insurance requirements stated hereunder.

**C.** Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Contractor and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

**D.** In addition to its other remedies, USS may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from USS's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions hereunder.

8. **Subcontractors** -- *Prior to the commencement of any work or services on USS's Premises*, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

The Rink Sports Bar & Grill  
301 Hat Trick Ave, Eveleth, MN 55734  
Phone 218-248-8582



December 15, 2022

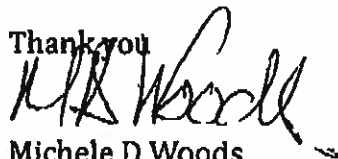
City of Mountain Iron  
Mayor and Council  
Mountain Iron, MN 55768

Dear Mayor and Council,

DesWoods Inc, DBA The Rink Sports Bar & Grill requests permission to sell and serve liquor at the Biese/Young wedding, to be held at the Mountain Iron Community Center on Saturday the 31<sup>st</sup> of December 2022.

All information has been provided to the City, including Certificate of Liability, 2022 Liquor license and 2022 Food license.

Thank you

  
Michele D Woods  
DesWoods Inc.  
(218) 780-4535

POST CONSPICUOUSLY	MINNESOTA DEPARTMENT of HEALTH 625 Robert Street North, P.O. Box 64975 Environmental Health Division St. Paul, Minnesota 55164-0975 (651) 201-4500	NOT TRANSFERABLE AS TO PERSON OR PLACE  Fee Paid. \$765.00 499
LICENSE NO. FBL-93081-46261 FOR THE OPERATION OF: License Categories: 1-Additional Food Service Bar, Base Fee F&L Category 3 Establishment, Hospitality Fee		
LICENSE PERIOD: January 1, 2022 THRU December 31, 2022		
ISSUED TO:  DesWoods, inc. 7744 Ely Lake Drive Eveleth, Minnesota 55734	ESTABLISHMENT NAME:  The Rink Sports Bar & Grill 301 Hat Trick Avenue Eveleth, Minnesota 55734	
License Type(s): Restaurant/Place of Refreshment County: St. Louis		

\$1,000.00

This license is approved

No. 8

State of Minnesota,  
COUNTY OF ST. LOUIS*Carla Cincotta*  
Carla Cincotta, Director  
MN Alcohol & Gambling Enforcement

MUNICIPALITY OF EVELETH

*Liquor License - "On-Sale"*

PURSUANT TO APPLICATION THEREFORE, payment of a fee of \$1,000.00, and upon investigation and satisfactory evidence of the qualification of licensee . . . herein named to receive the same and that the place of sale hereinafter described is a proper and legal place therefore,

LICENSE IS HEREBY GRANTED  
TO  
*Des Woods, Inc*  
DBA: *The Rink Sports Bar & Grill*for the term of one year from the 1<sup>st</sup> day of January, Year 2022 TO SELL INTOXICATING LIQUORS as defined by the AT RETAIL ONLY FOR CONSUMPTION "ON THE PREMISES" described as:301 Hat Trick Avenue  
Eveleth, MN 55734IN THE MUNICIPALITY OF EVELETH in said County and State, at which premises said licensee . . . control(s) and operate(s) an on-sale liquor retail business as defined by law; subject, however, to the laws of the United States, the laws of the State of Minnesota, the regulations and ordinances of said municipality, and the rules and regulations of the LIQUOR CONTROL COMMISSIONER, relating to the sale and distribution of intoxicating liquors, hereby made a part hereof, and subject to revocation according to law for violation thereof.*This license is non-transferable except by consent of the authority issuing the same.*WITNESS THE GOVERNING BODY OF THE MUNICIPALITY OF EVELETH and the seal thereof this 7<sup>th</sup> day of December, Year 2021.

Attest

*Jackie M. Quark*  
Jackie Monahan-JunkThe City Council of the City of Eveleth  
By: *Robert Vaisavjersich*, Mayor  
Robert Vaisavjersich





Dear Community Leaders,

Every year over 30,000 residents from St. Louis County adjoining counties visit the Fair to see the “best” that St. Louis County has to offer. As the years have passed, fairs have become so much more than the agricultural events they started out as. In addition to area residents displaying their finest handiwork, culinary delights, and agricultural products, and 4-H youths competing in hopes of earning the privilege to compete at the Minnesota State Fair, companies also use the Fair to showcase their newest products and technologies, and fairgoers now count on the Fair to keep them informed on what’s new.

Staging the Fair is a huge undertaking that is accomplished with the help of volunteers, and short term employees. Each year 40 to 50 county residents are hired to work before, during and after the Fair. Some work for a week, some for 6 to 8 weeks. Some are seniors looking to supplement their income, others are students working to earn some extra spending money or to help fund their college education. We are proud of the fact that some of our employees have been returning to work at the Fair for well over 25 years.

Your County Fair is put on by the St. Louis County Agricultural Society (aka, Agricultural Fair Association), which is a small non-profit organization, whose membership is comprised of residents from the Northern half of St. Louis County. This Agricultural Society is established and governed by Chapter 38 of the Minnesota State Statutes.

Minnesota Statute 38.12 authorizes municipalities to financially assist their County Fair, with no cap on the amount of assistance. The Fair Board realizes that community budgets are tight and that you know how important the Fair is to you residents. With those two things in mind, the Agricultural Society is requesting that you consider including the Fair in your 2023 financial plans, in an amount that fits into your budget. Your support helps ensure that the Fair’s tradition of agricultural education and affordable, quality family entertainment will continue; and that everyone in your community, the county, and the surrounding areas will be happy and proud to have been a part of the 2023 St. Louis County Fair.

The Fair Board would like to thank you in advance for the consideration you give this request; and we look forward to seeing you and the residents of your community at this year’s Fair.

Sincerely yours,

Karen McNeal  
Executive Director

THE FIVE BEST DAYS OF SUMMER

