

MOUNTAIN IRON CITY COUNCIL MEETING

MONDAY, DECEMBER 16, 2024
6:30 P.M.
MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM

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

Ţ	Ro	П	C_{al}	ll
I.	NU.	11	Cai	u

- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the December 2, 2024, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
- V. Committee and Staff Reports
 - A. Mayor's Report
 - B. City Administrator's Report
 - 1. Temporary Winter Workers (#7)
 - 2. Audit Proposal (#8-17)
 - C. Director of Public Work's Report
 - D. Library Director/Special Events Coordinator's Report (#18)
 - E. Sheriff's Department Report
 - F. City Engineer's Report
 - 1. Pay Request Number 2 Drainage Improvements (#19-20)
 - G. City Attorney's Report
 - H. Personnel Committee
 - 1. Management Agreements (#21) *
 - I. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Ordinance Number 02-24 Amending Land Use Ordinance (#22-24)
 - B. Temporary Easement (#25-29)
- VIII. Communications (#30-32)
- IX. Announcements
 - A. City Offices Closed Dec 31st @ 11:30 and All Day on Jan 1st
- X. Adjourn

Page Number in Packet *Enclosed

MINUTES MOUNTAIN IRON CITY COUNCIL December 2, 2024

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Al Stanaway, Joe Prebeg Jr., Julia Buria and Mayor Peggy Anderson. Also, present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; and Al 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 4, 2024, Committee-of-the-Whole meeting.
- 2. Approve the minutes of the November 18, 2024, regular meeting.
- 3. 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.
- 4. To acknowledge the receipts for the period November 16-30, \$289,078.04 (a list is attached and made a part of these minutes).
- 5. To authorize the payments of the bills and payroll for the period November 16-30, \$279,134.76 \$totaling a list is attached and made a part of these minutes).

The motion carried.

Public Forum:

> Justin Blazewicz, requested update on public information request filed last month

The Mayor reported on the following:

> Thank you to City Crew for continued snow plowing

It was moved by Stanaway and seconded by Buria to appoint Lisa Richards to the Public Safety & Health Board for a 3-year term. The motion carried.

City Administrator:

> City has been invited to US Steel's new Community outreach program, info

Director of Public Works:

- > Over the weekend, voltage upgrade to Park Villa apartments, Raintree #10 and Comfort Inn
- > In Chesapeake Court, noticed significant improvements to individual roads, which doesn't do well for the city road, amounts of rain throughout as well as significant heavy traffic recently

Minutes – City Council December 2, 2024 Page 2

City Engineering:

> Few small items left on projects being completed, UPS Street, Parkville Trail and Enterprise Drive extension, waterline project scheduled in spring

It was moved by Roskoski, that Ann's Acres Skating Rink area be flooded, or iced as some people call it, as in the past, for the winter of 2024-2025. It will just be used for kids to play in, no one is thinking of hockey rink, just want a place to play. The motion failed due to lack of support.

It was moved by Roskoski that as soon as possible, temporary overhead wire be strung from the closest working light to that light that is out, and put temporary pole, if needed, and that is to the long-time streetlight out at Centennial Street and County 7 intersection. The motion failed due to lack of support.

It was moved by Roskoski, that City Staff and or Law Enforcement contact MNDOT staff on Hoover Road about having necessary speed limit signs put up on Highway 169 from Hoover Road down to the intersection at County 7/169, as soon as possible. People are getting stopped for speeding and getting tickets. The motion failed due to lack of support.

It was moved by Buria and seconded by Prebeg to adopt the 2025 Budget as presented. The motion carried on roll call vote (No: Roskoski; Yes: Stanaway, Prebeg, Buria, Anderson).

It was moved by Prebeg and seconded Buria by to Resolution #18-24; Approving 2024 Tax Levy, collectable 2025, which is a 2% increase from the previous year (a copy is attached and made a part of these minutes). The motion carried on roll call vote (No: Roskoski; Yes: Stanaway, Prebeg, Buria, Anderson).

It was moved by Prebeg and seconded by Roskoski to approve Resolution #19-24; Approving 2025 Economic Development Authority Tax Levy (a copy is attached and made a part of these minutes). The motion carried on roll call vote.

It was moved by Stanaway and seconded by Buria to authorize Sundberg Enterprises, LLC dba The Sawmill Saloon and Restaurant to serve food at the AA Chapter Lunch on March 28, 2025, to be held at the Mountain Iron Community Center. The motion carried.

It was moved by Prebeg and seconded by Buria to donate \$250 to the Mountain Iron Senior Citizens Club for their Annual Christmas Party and other events, monies to come out of the Charitable Gambling Fund. The motion carried on roll call vote with Councilor Roskoski abstaining.

Announcement:

➤ City Offices closed December 24th @ 11:30am & all-day December 25th

At 7:02p.m., it was moved by Buria and seconded by Roskoski the meeting be adjourned. The motion carried.

Submitted by:

Amunda Inmon

Municipal Services Secretary

www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	SENIOR CENTER	101-36-6200-089	50.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	101-36-6200-091	3.64
CAMPGROUND RECEIPTS	FEES	101-36-6200-091	110,00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	101-20803	3.30
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	8,11
CD INTEREST	CD INTEREST 101	101-36-6200-000	24,692.52
CD INTEREST	CD INTEREST 378	378-36-6210-000	11,151.46
CD INTEREST	CD INTEREST 601	601-36-6200-010	398 27
CD INTEREST	CD INTEREST 602	602-36-2100-062	1,194.80
CD INTEREST	CD INTEREST 603	603-34-4400-010	2,389.60
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	301-11500	113,782.28
LICENSES	CIGARETTE	101-32-2100-000	200.00
LICENSES	LIQUOR	101-32-2100-000	75.00
METER DEPOSITS	ELECTRIC	604-22000	1,000.00
METER DEPOSITS	WATER	601-22000	40.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	10.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	68,665.34
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	1,748.00
MISCELLANEOUS	USABLE LIFE INS, PAYABLE	101-21710	312.46
PERMITS	BUILDING	101-32-2100-000	1,335.65
PERMITS	CONDITIONAL USE	101-32-2100-000	75.00
PERMITS	VARIANCE	101-32-2100-000	75.00
UTILITY	UTILITY	001-11105	61,757.61
Grand Totals:			289,078.04

Check Register - Summary
Check Issue Dates: 12/1/2024 - 12/31/2024

Page: 1 Dec 12, 2024 01 12PM

Report Criteria:

Report type: Summary

Check.Check number = 161402-161422,161424-161448

Check.Type = {<>} "Adjustment"

Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/04/2024	161402	10006	ANDERSON AUTO CENTER (DBA)	603-20200	126.5
12/24	12/04/2024	161403	130194	ASCENDANCE TRUCKS CENTRAL, LLC	604-20200	591.4
12/24	12/04/2024	161404	10042	AUTO VALUE VIRGINIA	101-20200	225,9
12/24	12/04/2024	161405	20070	BOUND TREE MEDICAL LLC	101-20200	10,3
12/24	12/04/2024	161406	1883	BREANN STANZELL	101-20200	200.0
12/24	12/04/2024	161407	30016	CHAMPION AUTO	602-20200	8.3
12/24	12/04/2024	161408	30073	COMPENSATION CONSULTANTS, LTD	602-20200	144.0
12/24	12/04/2024	161409	60002	FENA ADVERTISING INC	101-20200	1,931.6
12/24	12/04/2024	161410	70016	GOPHER STATE ONE CALL INC	604-20200	51.3
12/24	12/04/2024	161411	70051	GREATER MN PARKS & TRAILS	101-20200	175.0
12/24	12/04/2024	161412	70029	GUARDIAN PEST CONTROL INC	101-20200	88.6
12/24	12/04/2024	161413	80022	HAWKINS INC	601-20200	588.5
12/24	12/04/2024	161414	80001	HILLYARD/HUTCHINSON	101-20200	534,6
12/24	12/04/2024	161415	80037	HOMETOWN MEDIA PARTNERS	101-20200	329,5
12/24	12/04/2024	161416	90026	INDUSTRIAL LUBRICANT COMPANY	602-20200	934.1
12/24	12/04/2024	161417	180089	IRON RANGE ROTARY	101-20200	150.0
12/24	12/04/2024	161418	7006	JILL OJA	101-20200	200.0
12/24	12/04/2024	161419	120002	LAWSON PRODUCTS INC	101-20200	471.4
12/24	12/04/2024	161420	130041	MESABI BITUMINOUS	101-20200	1,240.4
12/24	12/04/2024	161421	130006	MESABI HUMANE SOCIETY	101-20200	2,083,3
12/24	12/04/2024	161422	130004	MESABI TRIBUNE	101-20200	312.3
12/24	12/04/2024	161424	1227	MICHELLE HARRIS	101-20200	100,0
12/24	12/04/2024	161425	110035	MIDWEST COMMUNICATIONS	101-20200	726,5
12/24	12/04/2024	161426	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,118.7
12/24	12/04/2024	161427	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.1
12/24	12/04/2024	161428	13110	MOUNTAIN IRON SENIOR CITIZENS CLUB	230-20200	250.0
12/24	12/04/2024	161429	30001	NAPA AUTO PARTS	101-20200	148,3
12/24	12/04/2024	161430	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	122,250.9
12/24	12/04/2024	161431	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	27.2
12/24	12/04/2024	161432	1884	NORTHERN REFLECTIONS COUNSELING	101-20200	250.0
12/24	12/04/2024	161433	9039	NORTHLAND FIRE & SAFETY, INC	101-20200	495.5
12/24	12/04/2024	161434	130017	PARK STATE BANK	101-20200	75.0
12/24	12/04/2024	161435	160030	PRECISION MACHINE	601-20200	150.0
12/24	12/04/2024	161436	170007	QUILL CORPORATION	101-20200	107.5
12/24	12/04/2024	161437	180029	RGGS LAND & MINERALS, LTD., LP	101-20200	300.0
12/24	12/04/2024	161438	180006	RMB ENVIRONMENTAL LABORATORIES	602-20200	372.0
12/24	12/04/2024	161439	190079	SCHINDLER ELEVATOR CORPORATION	101-20200	3,715.3
12/24	12/04/2024	161440	190079	ST LOUIS COUNTY SHERIFF		46,666,6
12/24	12/04/2024	161441	5007	SUN LIFE FINANCIAL	101-20200	
12/24	12/04/2024	161442	180023	TECH BYTES	602-20200 101-20200	985.4
	12/04/2024	161443			604-20200	40.0
12/24 12/24		161444		UNITED ELECTRIC COMPANY UTILITY LOGIC		498.7
12/24	12/04/2024 12/04/2024		30063		604-20200	182.5
		161445		VERIZON WRELESS	101-20200	439.0
12/24 12/24	12/04/2024 12/04/2024	161446 161447		VERIZON WIRELESS VESTIS	602-20200	60.8
12/24	12/04/2024	161448		XEROX CORPORATION	602-20200 101-20200	309.4 660.3
Grane	d Totals:				•	190,791.8
				PP-Ending - 11/22	=	49,651.9
				PP-Ending - 12/06		38,691.0

CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 18-24

APPROVING 2024 TAX LEVY, COLLECTABLE 2025

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 2025, upon the taxable property in the City of Mountain Iron for the following purposes:

TOTAL LEVY

\$1,469,354

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 2nd DAY OF DECEMBER, 2024.

ATZEST:

Cit Administrator



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 19-24

CONCERNING THE 2025 ECONOMIC DEVELOPMENT AUTHORITY TAX LEVY

WHEREAS, the Mountain Iron Economic Development Authority was created on the 19th day of April, 2004, pursuant to Minnesota Statutes 469.090-469.108 and;

WHEREAS, Minnesota Statutes, Section 469.107, Subdivision 1, specifically authorized the Mountain Iron Economic Development Authority to levy against the taxable property of the City of Mountain Iron, St. Louis County, Minnesota.

NOW, THEREFORE BE IT RESOLVED by the City Council of Mountain Iron, Minnesota, that for the purpose of further development and to provide for any activities that are within the jurisdiction of the Mountain Iron Economic Development Authority as defined according to Minnesota Statutes. The Mountain Iron City Council submits to the County Auditor of St. Louis County, Minnesota, a final tax levy with a levy set to the maximum allowable for the Mountain Iron Economic Development Authority.

DULY ADOPTED BY THE CITY COUNCIL THIS 2nd DAY OF DECEMBER, 2024.

ATTEST:

ty Administrator

PARKS AND RECREATION RINK WORKERS

DATE: December 12, 2024

FROM: Craig J. Wainio

City Administrator

Staff recommends hiring the following for temporary seasonal employment:

Tyler Johnson Carter Sandnas Blayne Wainio Todd Korpela Jordan Rautio

COUNCIL LETTER 121624-IVB2

AUDITOR

AUDIT PROPOSAL

DATE:

December 16, 2024

FROM:

Craig J. Wainio City Administrator

Enclosed, please find the Audit proposal from Walker, Giroux and Hahne to perform the 2024 Audit. The proposal price is \$29,675 for the Governmental Funds and \$12,775 for the Enterprise Funds. For the 2023 Audit proposal the Governmental Funds were \$28,350 and the Enterprise funds were \$12,050.



CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

P.O. Box 960 • 225 1st Street North, Suite 2400, Virginia, Minnesota 55792 218-749-4880 • FAX 218-749-8528

November 27, 2024

To the City Council and Management City of Mountain Iron, Minnesota Attn: Craig Wainio, Administrator 8586 Enterprise Drive South Mountain Iron, MN 55768-8260

We are pleased to confirm our understanding of the services we are to provide City of Mountain Iron, Minnesota for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, blended component unit and each major fund, and the disclosures, which collectively comprise the basic financial statements of City of Mountain Iron, Minnesota as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Mountain Iron, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mountain Iron. Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's discussion and analysis.
- 2. Schedule of revenues, expenditures and changes in fund balance budget and actual.
- 3. Schedule of changes in City's net OPEB liability and related ratios.
- 4. Schedules of City's proportionate share of net pension liability and City's contributions for defined benefit pension plans.
- 5. Schedule of City contributions.
- 6. Schedule of changes in net pension liability/asset.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Mountain Iron, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1. Individual fund financial statements.
- 2. Schedule of sources and uses of public funds for tax increment financing districts.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Mountain Iron, Minnesota and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will make reference to other auditors of the Mountain Manor Apartments, Mountain Iron Housing and Redevelopment Authority, a blended component unit of the City of Mountain Iron, Minnesota in our auditor's report on the group financial statements. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- · Lack of segregation of duties
- Management override of controls
- Client does not prepare its own financial statements
- Revenue recognition

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements. whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error. as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mountain Iron, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received

in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of City of Mountain Iron, Minnesota in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, and trial balance preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes, our preparation of the trial balance, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Mountain Iron, Minnesota; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Walker, Giroux and Hahne, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a governmental agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Walker, Giroux and Hahne, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the governmental agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Thomas B. Kelly is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 31, 2024 and to issue our reports no later than June 30, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.), except that we agree that our gross fee, including expenses, will not exceed \$29,675 for the City's Governmental Funds and \$12,775 for the Enterprise Funds. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City of Mountain Iron, Minnesota's financial statements. Our report will be addressed to City Council and Management of City of Mountain Iron, Minnesota. We will make reference to Esterbrooks, Scott, Signorelli, Peterson, Smithson, Ltd's audit of Mountain Manor Apartments, Mountain Iron Housing and Redevelopment Authority, a blended component unit of the City of Mountain Iron, Minnesota in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on

the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Mountain Iron, Minnesota is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review report is attached.

We appreciate the opportunity to be of service to City of Mountain Iron, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original of this letter and return it to us. A copy is enclosed for your records.

Very truly yours,

WALKER, GIROUX & HAHNE LLC

Thomas B. Kelly
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the underst	standing of City of Mountain Iron, Minnesota.				
Management signature	Governance signature				
Title	Title				
Date					



4220 31st Avenue S. Fargo, ND 58104-8725

Phone: 701.237.6022 Toll Free: 888 237.6022 Fax: 701.280.1495

Report on the Firm's System of Quality Control

November 30, 2021

To the Shareholders of Walker, Giroux and Hahne, LLC and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Walker, Giroux and Hahne, LLC (the firm) in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Walker, Giroux and Hahne, LLC in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable profession standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Walker, Giroux and Hahne, LLC has received a peer review rating of pass.

Widmer Roel PC

Widmer Rod PC

Mountain Iron Public Library

Monthly Report

November 2024

Circulation

Items checked out: 1,160 Items checked in: 1,110

Total Circulation of materials in November: 2,270

Attendance:

Adults: 312 Youth: 135 Patrons in November: 447

Special Events/Programs held: 6 (68 participants)

Reference Desk visits (email, phone, and messenger): 119 Computer Use Sessions: 50

Total Library usage: 515

Events and Activities at the library in November:

November 1st & 15th: Young Readers Story Time

November 4th & 18th: City Council meetings (& Committee of the Whole meeting)

November 4th: Spirit Lake 4H Club meeting

November 6th: Iron Range Tykes visit November 6th: FOL Roll Sale & prep

November 7th: ALS training

November 7th & 14th: Cub Scout meetings

November 13th: ALS training

November 19th: Friends of the Library meeting

Upcoming events in December:

December 2nd & 16th: City Council meetings

December 3rd: Merritt Days Committee meeting

December 4th: Iron Range Tykes visit

December 5th: ALS Legacy Program - author visit (Cary Griffith)

December 6th & 13th: Young Readers Story Times

December 11th: Library Board meeting

December 17th: FOL Christmas Cookie sale



CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING MINING • LAND SURVEYING • LAND DATA BASE MAPPING

8878 Main Street - PO Box 261 Mountain Iron, MN 55768-0261 tel: 218-735-8914 fax: 218-735-8923 email: info@bm-cng.com

December 11, 2024

Mr. Craig Wainio, City Administrator City of Mountain Iron 8586 South Enterprise Drive Mountain Iron, MN 55768

Re:

Pay Request #2 for Drainage Improvements

City of Mountain Iron Project No. MI22-06

Dear Mr. Wainio,

Attached, please find Pay Request No. 2 for the Drainage Improvement project in the amount of \$6,631.00 for approval at your next scheduled council meeting. This amount includes withholding 5% retainage on work completed to date. Please refer to the attached pay request breakdown for a summary of items completed.

Please approve Pay Request #2. If you have any questions or need additional information, please do not hesitate to contact me. This project is substantially complete as of December 1, 2024.

Sincerely,

Benchmark Engineering, Inc.

Alan Johnson Project Engineer

CC:

Mesabi Bituminous, Inc.

Lauren Buffetta, Benchmark Engineering

2 EZ, Inc. dba Jola & Sopp Excavating

					2022 Perina	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100							
					Caller Cava		P, mt. (101)							
		Ownner City of Mountain Iron, Minnesota 8586 Enterprise Drive South Mountain Iron, MN 55768 Teleptone E-Mail	Engineer Benchmark Engineering, Inc. Attr. Alan Johnson, PE 8878 Main Street Mourtain Inc., MN 55768 Telephone: (218) 780-2323 E-Mail: Alan@thm-eng.com	natk Engineering, Inn an Johnson, PE ain Street in Iron, MN 55768 one: (218) 780-2323 Aan@bm-eng.com		Prime Contractor 2 E.Z. Inc. dba Jola & Sopp I Adrr. Jerry Monger P.O. Box 586 Eveleth, MN 55734 Telephone: (507) 412-9481 E-Mall: JMongor@JolaAnd	Prime Contractor 2 EZ, Inc. dba Jola & Sopp Excavating Aftr. Jerry Monger P.O. Box 586 Eveletti, MN 55734 Telephone: (507) 412-6481 E-Mall: JMongor@JolaAndSopp.com	ū. E			PROGRESS PAYMENT NUMBER PERIOD THROUGH JOLA & SOPP JOB NUMBER ENGINEER'S JOB NUMBER COUNTY PROJECT NUMBER	PAYMEN PERIOD SOPP JO EER'S JO PROJEC	JORESS PAYMENT NUMBER PERIOD THROUGH JOLA & SOPP JOB MUMBER ENGINEER'S JOB NUMBER COUNTY PROJECT NUMBER	2 12/06/24 24/02
		SCHEDULED CONTRACT BID ITEMS AND VI	ND VALUES					QUANTIL	QUANTITIES COMPLETED TO DATE	ED TO DATE		F	PAYMENTS	ENTS
LINE	ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT UN	UNITPRICE	AMOUNT	QUANTITY THIS PERIOD	QUANTITY LAST ESTIMATE	QUANTITY TO DATE	MATERIAL- ON-HAND	TOTAL COMPLETED & STORED		PREVIOUS	THIS MONTH
		BASE BID		-								t		
	2021.501	MOBILIZATION	-	LUAR BUM S	8,000.00	8,000.00		1.00	1.00		\$ 8.000.00	8	8.000.00	,
2	2101.501	CLEARING AND GRUBBING	-		+	1,300.00		1.00			Н	-	1,300.00	•
m .	2104.502	REMOVE METAL APRON	2 5			1,260.00		0.00				=	·	1
8 4	2104.303	DOCK EXCENSE	3 5		\$ 00.12	930,00		20.02	00.02		5 420	420.00	420.00	,
60	2105,607	GRANULAR BORROW		CU YD		5.175.00		225.00	2		\$ 5 175.00	8	5 175 00 \$,
7	2106.805	DITCH CLEANING	П		13.00 \$	1,825.00		210.00				900	2,730.00	
æ	2501.502	24" CS SAFETY APRON AND GRATE	-	EACH \$	2,800.00 \$	2,800.00	1.00	00:00	1.00		\$ 2,800.00	0.00		2,800.00
6	2501.502	36" CS SAFETY APRON AND GRATE	Ţ.	EACH S	5,500.00	5,500.00		1,00			\$ 5,500.00	00.0	5,500,00	•
0	2501.502	15" CP PIPE APRON	-	EACH \$	\$ 00.086	980.00		1,00	1.00			880.00	\$ 00.086	•
=	2501.503	15" CP PIPE SEWER (SMOOTH)	165	┪	57.00 \$	9,405.00		157.00	Ì		\$ 8,949.00	9.00	8,949.00 \$	١
12	2501.503	24" CP PIPE SEWER (SMOOTH)	20	┪	70.00	3,500.00	30.00	00'0			ļ	90.0	,	2,100.00
13	2501.503	36" CP PIPE SEWER (SMOOTH)	190	₩	103.00 \$	19,570.00		177.00	1		\$ 18,231.00	8	18,231.00 \$	1
# 5	2601,602	JET & CLEAN PIPE CULVERT	+		_	00'000'1		00.00						,
12	2506.502	CASTING ASSEMBLY	3			2,940.00	8	2.00			1	\Rightarrow	1,980.00	980.00
9 !	2506.502	CONST. DRAINAGE STRUCTURE DESIGN G	Ţ			1,840.00		4.00				800		ŀ
= =	2506,502	CONST. DRAINAGE STRUCTURE DESIGN 72-4020	Τ	FACH S	1 100 00 5	9,040,00	8	12.00	12.00		8 8,040.00	8 8	9,040.00	, 000
9	2511 507	DANDOM BIDDAD CLASS (II)	5		_	00.000	3	8 6				<u>ا</u>	2,200.00	. 100.00
2 2	2557,603	INSTALL CHAIN LINK FENCE 84V-8322	Γ	2 L N	31.00	930.00		8.0				<u> </u>	, ,	,
21	2561,601	TRAFFIC CONTROL		_	500.00	500.00		00.0			M			,
22	2573.502	STORM DRAIN INLET PROTECTION	4	EACH \$	300.00	1,200.00		000	00.00		**	Ť	•	'
23	2573.503	SILT FENCE, TYPE PA	310	UN. FT. S	3.00 \$	930.00		00:00	00:00		\$			•
24	2574.507	COMMON TOPSOIL BORROW	90	CU. YD. \$	\$ 00.75	3,420.00		80.00			\$ 4,560,00	00.0	4,560.00 \$	•
25	2575.501	TURF ESTABLISHMENT	-	Union BURK \$	1,500.00 \$	1,500.00		00'0			49	1	,	1
				• •		,		000			5	<u>~ </u> .]		1
		901000 1011110		4		,		0.00			4	<u>-1-</u>	•	,
		CHANGE CHANGE CHANGE OF THE PROPERTY OF THE PR						000			ĺ	÷	, 20, 21,	,
		COMPLETE COLVERS & ALICH LATON COLOR COLOR		2 2	_	.[.		8	8		00.L74,cT &	3	15,471,00	
					,			000			, .	<u>، ا</u>	T	
				* •				8 8			n =	<u></u>	,	•
				• •		,		8 8	8 8		* 4			
				•	•			8 8			* •	<u> </u>		
				•	•			3			•	<u>.</u>	,	.T
		TOTALS			**	87,055.00				•	\$ 92,336.00	3.00 \$	85,356.00 \$	6,980.00
		7								TOTAL COMPLETED & STORED TO DATE	ETED & STO	RED TO	DATE \$	92,336.00
Date		Submitted by:								RETAINAGE (5%) TOTAL EARNED LESS RETAINAGE	5%) D LESS RETA	AINAGE	es es	4,616.80
		Jerry Monger								LESS PREVIOUS PAYMENTS	US PAYMENT	ø	- 	81,088.20
										CURRENT PAYMENT DUE	YMENT DUE		80	6,631.00

COUNCIL LETTER 121624-IVH1

PERSONNEL

MANAGEMENT AGREEMENTS

DATE:

December 12, 2024

FROM:

Personnel Committee

Craig J. Wainio City Administrator

The Personnel Committee recommends the adoption of the enclosed management agreements for the City Administrator, Director of Public Works and the Library Director. The management agreements term are consistent with the settlement reached with AFSCME earlier this year.



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

ORDINANCE NUMBER 02-24

AMENDING SECTION 154 OF THE MOUNTAIN IRON CITY CODE

THE CITY OF MOUNTAIN IRON HEREBY ORDAINS:

- Section 1. Amending Section 154.027. Section 154.027 (B) (8) of the Mountain Iron City Code is hereby amended and is to read as follows:
- (8) Auto service stations, major auto repair operations and exclusive tire repair or sales shops, excluding retread shops. Requires underground storage of bulk fuels and petroleum products.
- <u>Section 2.</u> <u>Amending Section 154.027.</u> Section 154.027 (C) of the Mountain Iron City Code is hereby amended and is to read as follows:
- (C) Conditional uses. The following may be permitted conditional uses in this District. A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.
- <u>Section 3.</u> <u>Amending Section 154.028.</u> Section 154.028 (C) of the Mountain Iron City Code is hereby amended and is to read as follows:
- (C) Conditional uses. The following may be permitted conditional uses in this District. A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.
- <u>Section 4.</u> <u>Inconsistent Ordinances.</u> All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.
- Section 5. Effective Date. This Ordinance shall be effective in accordance with State Statute.

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

ATTEST:	Mayor Peggy Anderson
City Administrator	

Mountain Iron Planning and Zoning Commission

November 25, 2024

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

It was moved by Stanaway and seconded by Fivecoate to accept the Consent Agenda and minutes of the October 28, 2024, meeting. The motion carried with Techar absent.

It was moved by Soyring and seconded by Fivecoate to close the regular meeting and open the public hearings. The motion carried with Techar absent.

- The purpose of the Public Hearing is:
 - Adding to Chapter 154 of the Mountain Iron City Code
 - Section 1540.27 C: Conditional Uses
 - Section 154.028 C: Conditional Uses
 - o A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.
- > Section 154.027 B8: Permitted Uses
 - Requires underground storage of bulk fuels and petroleum products

There were no correspondence received.

It was moved by Fivecoate and seconded by Soyring to close the public hearings and reopen the regular meeting. The motion carried with Techar absent.

Board member Jim Techar arrived at 6:45 p.m. and took over as chairperson.

➤ Brad Hagfors, representing Franklin Outdoors Advertising of Clearwater, MN spoke to the commission on erecting a sign on the property in front of the former Country Kitchen. He was asking if it would be possible to get a variance of 50' from the other sign on the property. A public hearing will be scheduled for a variance and conditional use permit.

It was moved by Soyring and seconded by Buffetta to request the City Council to approve the changes to Chapter 154 of the City Code with a change to the language.

- > Section 1540.27 should be Section 154.027.
- > Section 154.027 C: Conditional Uses
- > Section 154.028 Conditional Uses
 - A non-permitted use on a temporary basis. The CUP shall specify the scope and duration of the use.

The motion carried.

It was moved by Soyring and seconded by Fivecoate to request the City Council to approve the change to Chapter 154 of the City Code:

> Section 154.027 B8: Permitted Uses:

• Requires underground storage of bulk fuels and petroleum products.

The motion carried on roll call vote (Yes: Techar, Stanaway, Fivecoate, Soyring, Anderson; No: Buffetta).

At 7:10p.m., it was moved by Fivecoate and seconded by Buffetta that the meeting be adjourned. The motion carried

Respectfully submitted by:

Margaret Soyring, Secretary

Craig Wainio

From: Kent Koerbitz < kent.koerbitz@ics-builds.com>

Sent: Thursday, December 12, 2024 9:05 AM

To: Craig Wainio

Cc: Alan Johnson; Nathan Norton
Subject: FW: Easement Request for NLC

Attachments: Exhibit A Easement area NLC.pdf; NLC Temporary Easement request 12-16-2024.docx

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Craig,

Correspondence with Real Estate attorney has been slow.

I would like the City to consider this Temporary Easement request. A Permanent request will come at a later time, hopefully next month.

The Request allows access to/through the ROW area for any and all construction purposes.

Any questions, please call me.

Kent Koerbitz



Kent Koerbitz

Project Development Specialist

Office: (763) 354-2670 Mobile: (218) 244-6600

525 S. Lake Avenue, Suite 222

Duluth, MN 55802



Sent: Wednesday, November 27, 2024 10:19 AM

To: cwainio@ci.mountain-iron.mn.us **Subject:** Easement Request for NLC

Craig,

The attached request was sent for legal review, so I'm not sure if it covers everything.

Please look at it and see if the Cities needs are covered or if you need more detail etc... added.

Another question came up. This request, if granted, allows access from Enterprise Drive S, but do we also need to ask for access only rights to get from Emerald Avenue across the previous MnDOT ROW land that Enterprise Drive S. is on?

TEMPORARY ACCESS EASEMENT AGREEMENT

"This Access Easement Agreement, made and entered into on _______, between the City of Mountain Iron, whose address is 8586 Enterprise Drive South Mt. Iron, MN 55768 (hereinafter referred to as "Grantor"), and Northern Learning Center, ISD 6076 whose address is 1201 South 13th Avenue W. Virginia, MN 55792 (hereinafter referred to as "Grantee")," WHEREAS, Grantor holds easement for real property located at, See Exhibit A (the "Property") and Grantee owns property adjacent to the Property, See Exhibit B that requires access over a portion of the Grantor's easement; NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants to Grantee a non-exclusive, temporary easement until January 1, 2027 for ingress and egress over the Property depicted on Exhibit A attached hereto, for the purpose of accessing Grantee's property, Parking, Utility access and a stormwater pond; Subject to the following terms and conditions:

Easement Area:

The easement area shall be limited to the specifically described land in Exhibit A and shall not be used for purposes other than access, parking, utility runs and stormwater pond development to Grantee's property.

Connection to Hwy 169 is expressly prohibited.

Maintenance:

Grantee shall be responsible for maintaining the easement area in a safe and passable condition, including any necessary repairs or improvements, snow removal and stormwater pond maintenance.

No Alteration:

Grantee shall not make any alterations to the easement area without prior written consent from Grantor.

Assignment:

This easement shall run with the land and bind the successors and assigns of both parties until January 1, 2027.

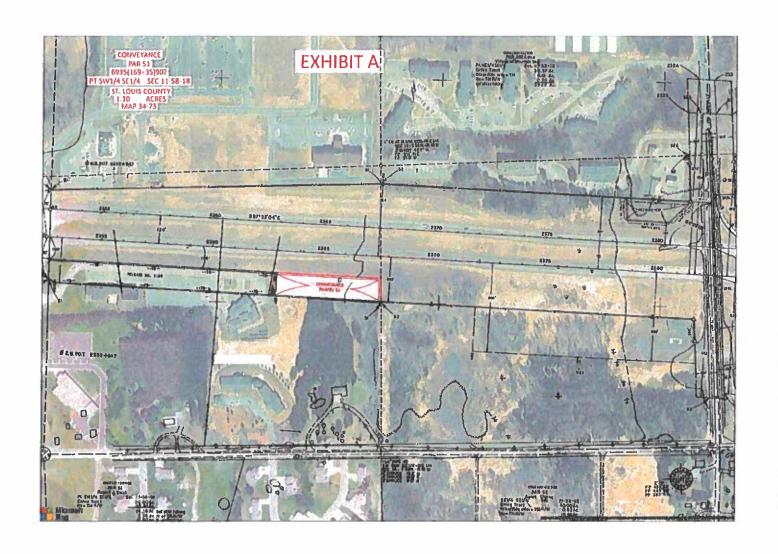
$f = c_1$	/Arn	IDA	214/1
OU!	ACIII	шч	Law:

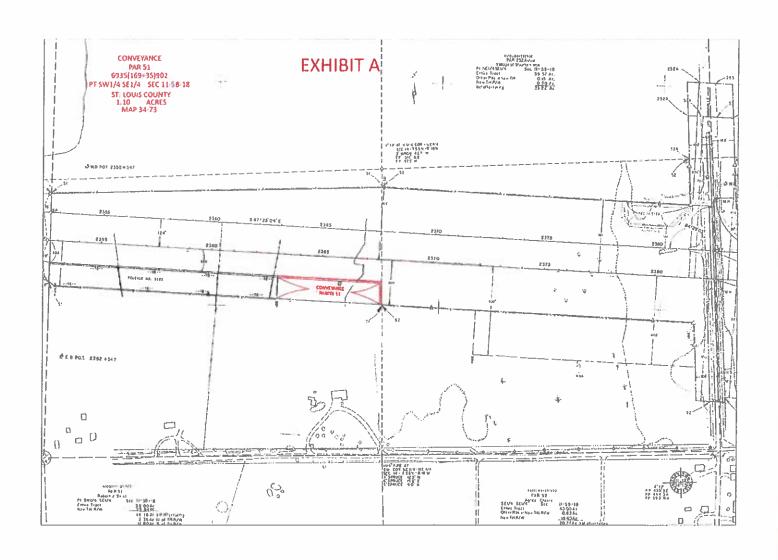
This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

• Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

IN WITNESS of	this, the undersigned hav	e executed thi	is Agreemen	t as of	•
	(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				xxxxxxxx
XXXXXXXXXXXX	(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(XXXXXXXXXXXX	<u> </u>	XXXXXXXXXXXX	
Dated this	day of	, 2	202		
	, Grantor			, Grantee	
Ву:		Ву:		·	
By:		By:			







Thank You for your Support of the Festival of Trees event. Please reach oot to me with anyone coming to the events Go I can get them on the test-with Bathling



P.O. 30x 627 Chisholm, MN 557 9 T: (218) 254-0024 Email: office@stlafair.org

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 2025 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 2025 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.

Thank you for your continued support

Sincerely yours,

Karen McNeal Executive Director

THE FIVE BEST DAYS OF SUMMER

There's nothing more important than fostering our local sports teams on the Iron Range. Teams like the MIB Rangers provide students grades K-12 a safe place to get physically active and make connections with their peers but we wouldn't be able to keep serving our players without important partners like YOU!

Please consider being a part of the MIB Ranger Basketball Family by sponsoring our Girls and Boys teams for the upcoming basketball season.

Platinum Sponsor \$750 +

- All perks listed under Gold, Silver & Bronze Levels
- * Promote your business at halftime of a game of your choice
- * Verbal In-Depth Promotion Announcement at 5 games
- Team Picture with Sponsorship Level & Year (Collector Item)

Gold \$500~\$749

- All perks listed under Silver & Bronze Levels
- Sponsorship recognition sticker
- Verbal promotion at all Boy's and Girl's home games
- Electronic recognition on gymnasium video board (Logo can be included)

Silver \$250 - \$499

- All perks listed under Bronze Level
- Social Media Promotion throughout the season

Bronze \$100 - \$249

• Game program advertisement at all Boy's and Girl's home games

Checks Payable to: MIB Hoops Club

MIB Hoops Club c/o: Jeff Buffetta 8387 Tamarack Drive Mt. Iron, MN 55768

1/27/202/ City Council 20

^{*} Please expect contact from the MIB Hoops Club to coordinate your promotion perks, if applicable