



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, MARCH 17, 2025

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, MARCH 17, 2025 - 6:30 P.M.
A G E N D A**

- I. Roll Call
- II. Pledge of Allegiance
- III. Consent Agenda
 - A. Minutes of the March 3, 2025, Regular Meeting (#1-6)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
 - A. AARP – Age Friendly Communities (#7-8)
- V. Committee and Staff Reports
 - A. Mayor’s Report
 - 1. Letter of Support (#9)
 - 2. Sexual Assault Awareness Month Proclamation (#10-11)
 - B. City Administrator’s Report
 - C. Director of Public Work’s Report
 - D. Library Director/Special Events Coordinator’s Report (#12-14)
 - E. Sheriff’s Department Report
 - F. City Engineer’s Report
 - G. City Attorney’s Report
 - H. Fire Department’s Report
 - I. Planning and Zoning Commission
 - 1. Variance – Strahan (#15-21)
 - 2. Conditional Use Permit – Silver Spur LLC (#17-21)
 - J. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 02-25 Ordering Bids (#22-48)
 - B. Resolution Number 03-25 Ordering Report (#49-52)
 - C. Permanent Easement – Northland Learning Center (#53-65)
 - D. Temporary On-Sale Liquor License (#66)
 - E. Accept Resignation (#67)
- VIII. Communications
- IX. Announcements
- X. Adjourn

MINUTES
MOUNTAIN IRON CITY COUNCIL
March 3, 2025

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Bradley Gustafson, Al Stanaway, Julie 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 Buria and seconded by Gustafson the consent agenda be approved as follows:

1. Approve the minutes of February 18, 2025, regular meeting.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period February 16-28, totaling \$286,056.01 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period February 16-28, totaling \$556,485.64 (a list is attached and made a part of these minutes).

The motion carried.

Public Forum:

- No one spoke during the public forum

The Mayor reported on the following:

- Congratulations to the Girls and Boys' Highschool Basketball teams and good luck in the playoffs
- Congratulations to the Rock Ridge Boys' Hockey team which include MIB students

City Administrator:

- No formal report

It was moved by Roskoski and seconded by Stanaway authorizing Staff to advertise for temporary seasonal employees for the summer months. Once a list of potential employees is developed, it will be forwarded to the City Council for final approval. The motion carried.

Director of Public Works:

- Frost line depths roughly mid 60 inches range
- Attending MN Rural Water training

City Engineering:

- No formal report

It was moved by Gustafson and seconded by Stanaway to approve the South Grove Recreational Complex proposal by Bolton & Menk as presented. The motion carried (Abstain: Roskoski; Yes: Gustafson, Stanaway, Anderson and Buria).

Liaison:

- Councilor Roskoski spoke regarding the Culture & Tourism grant program through IRRR
- Councilor Gustafson spoke regarding the following:
 - Meeting with Public Works Director and Design Engineer for Wastewater Treatment Plant-MPCA plans and requirements
 - Attended League of MN Cities Newly Elected Official's training
 - Attended Library annual meeting – new possible projects coming
 - Habitat for Humanity annual fundraising dinner
 - EDA – Tuesday, March 11th @ 5:30pm

It was moved by Stanaway and seconded by Gustafson to approve Ordinance #01-25; Amending Chapter 151 of the Mountain Iron City Code, Flood Plain Management plan as presented (a copy is attached and made a part of these minutes). The motion carried.

Announcement:

- City of Mountain Iron's 40th Annual Easter Egg hunt
 - Saturday, April 19th
- Merritt Days Committee planning meeting
 - Tuesday, March 4th at 5:30 at the Mountain Iron Library

At 6:59p.m., it was moved by Buria and seconded by Roskoski the meeting be adjourned. The motion carried.

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	200.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	300.00
INTERGOVERNMENTAL REVENUE	TACONITE PRODUCTION TAX	101-33-3401-005	330,216.00
LICENSES	ANIMAL	101-32-2100-000	15.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	65,348.46
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	1,881.00
MISCELLANEOUS	FIRE DEPT-MISC INCOME	101-36-6200-087	7,000.00
MISCELLANEOUS	USABLE LIFE INS PAYABLE	101-21710	312.46
PERMITS	BUILDING	101-32-2100-000	8,793.75
UTILITY	UTILITY	001-11105	142,418.97
Grand Totals:			<u>556,485.64</u>

Report Criteria:
 Report type: Summary
 Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/25	03/05/2025	161723	10070	A-1 RENTAL SERVICES INC	602-20200	175.00
03/25	03/05/2025	161724	10052	AMERICAN PRESSURE, INC.	101-20200	250.94
03/25	03/05/2025	161725	10067	AQUA-PURE INC.	602-20200	7,251.70
03/25	03/05/2025	161726	130194	ASCENDANCE TRUCKS CENTRAL, LLC	603-20200	3,165.66
03/25	03/05/2025	161727	10042	AUTO VALUE VIRGINIA	101-20200	335.97
03/25	03/05/2025	161728	20009	BARBER GRAPHICS INC.	101-20200	3,576.45
03/25	03/05/2025	161729	30055	BTAC ACQUISITION CORP.	101-20200	1,848.20
03/25	03/05/2025	161730	30016	CHAMPION AUTO	101-20200	99.81
03/25	03/05/2025	161731	30073	COMPENSATION CONSULTANTS, LTD	602-20200	296.00
03/25	03/05/2025	161732	50030	EAST WEST BOOKS	101-20200	141.80
03/25	03/05/2025	161733	50043	EJ EQUIPMENT, INC.	603-20200	209.56
03/25	03/05/2025	161734	6004	FRED FAUST	604-20200	98.35
03/25	03/05/2025	161735	50048	FRONTIER ENERGY	604-20200	951.11
03/25	03/05/2025	161736	70016	GOPHER STATE ONE CALL INC	604-20200	16.20
03/25	03/05/2025	161737	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
03/25	03/05/2025	161738	2017	HABITAT FOR HUMANITY	101-20200	200.00
03/25	03/05/2025	161739	80022	HAWKINS INC	601-20200	1,189.96
03/25	03/05/2025	161740	80001	HILLYARD/HUTCHINSON	101-20200	686.11
03/25	03/05/2025	161741	80037	HOMETOWN MEDIA PARTNERS	101-20200	275.26
03/25	03/05/2025	161742	90026	INDUSTRIAL LUBRICANT COMPANY	602-20200	1,368.65
03/25	03/05/2025	161743	60012	JACQUELYN NELSON	101-20200	25.00
03/25	03/05/2025	161744	120032	LAKE COUNTRY POWER	101-20200	210.75
03/25	03/05/2025	161745	120037	LAKEVIEW BOOKS	101-20200	37.98
03/25	03/05/2025	161746	120002	LAWSON PRODUCTS INC	604-20200	263.16
03/25	03/05/2025	161747	120003	LEAGUE OF MINNESOTA CITIES	101-20200	350.00
03/25	03/05/2025	161748	160037	LINDE GAS & EQUIPMENT INC.	601-20200	748.60
03/25	03/05/2025	161749	100013	LOOKOUT BOOKS	101-20200	346.88
03/25	03/05/2025	161750	1892	LORIN HAGEN	101-20200	200.00
03/25	03/05/2025	161751	130006	MESABI HUMANE SOCIETY	101-20200	2,179.17
03/25	03/05/2025	161752	130004	MESABI TRIBUNE	101-20200	825.00
03/25	03/05/2025	161753	130044	MINNESOTA DEPT OF HEALTH	601-20200	2,272.00
03/25	03/05/2025	161754	130008	MINNESOTA MUNICIPAL UTILITIES	602-20200	5,233.00
03/25	03/05/2025	161755	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,395.95
03/25	03/05/2025	161756	130180	MINNESOTA TELECOMMUNICATIONS	101-20200	464.17
03/25	03/05/2025	161757	130023	MN STATE FIRE CHIEFS ASSOCIATION	101-20200	570.00
03/25	03/05/2025	161758	30001	NAPA AUTO PARTS	602-20200	25.39
03/25	03/05/2025	161759	1901018	NORTH CENTRAL LABORATORIES	602-20200	3,446.44
03/25	03/05/2025	161760	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	124,352.16
03/25	03/05/2025	161761	130017	PARK STATE BANK	101-20200	75.00
03/25	03/05/2025	161762	160023	POHAKI LUMBER	603-20200	164.16
03/25	03/05/2025	161763	160020	PTM DOCUMENT SYSTEMS	101-20200	162.07
03/25	03/05/2025	161764	170007	QUILL CORPORATION	101-20200	159.15
03/25	03/05/2025	161765	180071	RANGE REPAIR SERVICE (DBA)	602-20200	16.00
03/25	03/05/2025	161766	180006	RMB ENVIRONMENTAL LABORATORIES	601-20200	269.61
03/25	03/05/2025	161767	190109	SMART APPLE MEDIA	101-20200	195.70
03/25	03/05/2025	161768	190024	ST LOUIS COUNTY SHERIFF	101-20200	47,500.00
03/25	03/05/2025	161769	5007	SUN LIFE FINANCIAL	602-20200	985.40
03/25	03/05/2025	161770	5008	SUNBELT SOLOMON SERVICES, LLC	604-20200	5,595.00
03/25	03/05/2025	161771	130011	UNITED STATES POSTAL SERVICE	604-20200	350.00
03/25	03/05/2025	161772	220025	VERIZON WIRELESS	602-20200	90.08
03/25	03/05/2025	161773	10075	VESTIS	603-20200	298.54
03/25	03/05/2025	161774	220004	VIRGINIA DEPARTMENT OF PUBLIC	602-20200	10.00
03/25	03/05/2025	161775	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	12,663.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/25	03/05/2025	161776	130009	MINNESOTA POWER (ALLETE INC)	604-20200	7,376.00
03/25	03/05/2025	161777	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	250.00
Grand Totals:						241,330.93
PP-Ending - 02/28						44,725.08

TOTAL EXPENDITURES \$286,056.01

**DUE TO THE LENGTH
OF
THE FOLLOWING:**

- 1. Ordinance #01-25; Amending Chapter 151 of the Mountain Iron City Code; Flood Plain Management**

**IT WILL NOT BE
COPIED AGAIN
FOR THE APPROVAL OF THE MINUTES**

**COPIES ARE AVAILABLE UPON
REQUEST OR ARE IN THE
March 3, 2025, CITY COUNCIL PACKET**



Peggy Anderson
Mayor, City of Mountain Iron
8586 Enterprise Drive South
Mountain Iron, MN 55768

February 5, 2025

Dear Mayor Anderson,

Congratulations to the City of Mountain Iron, Minnesota for becoming the 965th community to enroll in the **AARP Network of Age-Friendly States and Communities**.

The AARP age-friendly network encourages states, counties, cities, towns and rural areas to prepare for the rapid aging of our nation's population. The network encourages elected officials and local leaders to focus on and strengthen the features and services that help to make communities livable for residents of all ages, from the cradle through retirement.

Launched in April 2012, the AARP Network of Age-Friendly States and Communities is an organizational affiliate of the World Health Organization Global Network for Age-Friendly Cities and Communities, a program launched in 2006. Through the age-friendly program, AARP helps participating communities to become more livable and age-friendly by creating safer and more walkable streets, needed housing and transportation options, better access to key services, and opportunities for residents to participate in community activities.

The AARP Network of Age-Friendly States and Communities provides a structured process that guides change and serves as a catalyst to educate, encourage, promote and recognize improvements that benefit residents of all ages and life stages. Enrollment in the network provides member communities with the resources to become more age-friendly by tapping into national and global research, planning models and best practices.

For additional information and support as you move through the age-friendly process, please visit AARP.org/AgeFriendly and/or contact Bill Armbruster, AARP Livable Communities Senior Advisor, by email at warmbruster@aarp.org or by telephone at 585-729-1850.

Thank you for being among the nation's local leaders who have committed to improving their community for people of all ages. We look forward to working with you and welcome the City of Mountain Iron to the AARP Network of Age-Friendly States and Communities.

A handwritten signature in black ink, appearing to read 'Nancy A. LeaMond'. The signature is fluid and cursive, with a large initial 'N' and 'L'.

Nancy A. LeaMond
AARP
Chief Advocacy and Engagement Officer
Executive Vice President, Community, State and National Affairs
Washington, D.C.

AARP Livable Communities WEBSITE: AARP.org/Livable

EMAIL: Livable@AARP.org | FREE E-NEWSLETTER: AARP.org/LivableSubscribe



THIS IS TO CERTIFY THAT THE
**City of Mountain Iron,
Minnesota**

has committed to becoming more age-friendly under the criteria established by AARP and has been accepted as a member of

**The AARP Network of Age-Friendly
States and Communities**

THIS CERTIFICATION IS VALID UNTIL

February 5, 2027

Nancy A. LeMond, Chief Advocacy and Engagement Officer
COMMUNITY, STATE AND NATIONAL AFFAIRS,
AARP | WASHINGTON, D.C.

The AARP Network of Age-Friendly States and Communities,
a program of the AARP Livable Communities initiative,
is an independent affiliate of the World Health Organization Global Network
for Age-Friendly Cities and Communities.®



Age-Friendly Communities
Are Livable for
People of All Ages
aarp.org/livable



**Range Association of
Municipalities and Schools**
5525 Emerald Drive
Mt. Iron, MN 55768
rams@ramsmn.org • 218.748.7651

March 7, 2025

Office Of Governor Tim Walz
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Letter of Support – Appointment of Michael Jugovich to LCCMR

Dear Governor Walz,

On behalf of the board of the Range Association of Municipalities and Schools, I am writing this letter to express our support for the Governor's appointment of Michael Jugovich to the LCCMR Board.

Mr. Jugovich has unique combination of skills, experiences, and qualities that make him exceptionally well-suited for membership on the LCCMR Board. His engagement on the well-being of the environment as a County Commissioner consistently set him apart, demonstrating not only his proficiency in stewarding resources for environmental education, but also his commitment to improving Minnesota communities.

Mike is known for his strong leadership skills and ability to collaborate effectively with diverse groups. He has consistently demonstrated a keen understanding of how strategic planning, governance, funding, and policy interact. He understands how to navigate complex challenges with grace, poise, and determination. He is deeply passionate about and dedicated to LCCMR's mission to protect, conserve, preserve, and enhance Minnesota's environment and natural resources. His tenacious enthusiasm is infectious. His commitment and thoughtful participation will greatly contribute to the success of the board.

A fresh, Iron Range perspective is valuable to the LCCMR board. Mike's ability to think critically, communicate effectively, and make sound decisions will enhance its overall effectiveness. Thank you for considering this qualified candidate for this position. Please join us in supporting Michael Jugovich for appointment to the LCCMR board.

Sincerely,

Paul Peltier
Executive Director

Approved by RAMS board action on 2/27/25

Range Association of Municipalities and Schools (RAMS) The organization represents more than 155,000 residents and 70 public sector units of government, including 27 cities, 28 townships, and 15 public school districts in the 13,000 square mile Taconite Assistance Area (TAA) of northeast Minnesota. As an organization, RAMS has represented the interests of the Iron Range region for 85 years.





SEXUAL ASSAULT PROGRAM
of northern st. louis county

EMBRACE YOUR VOICE

YOUR VOICE IS NECESSARY IN THIS CONVERSATION

February 25, 2025

Dear Mayor and City Councilpersons:

The Sexual Assault Program of NSLC would greatly appreciate if you could discuss and adopt the enclosed *Mayors' Proclamation* at an upcoming city council meeting for the month of April. This Proclamation recognizes April as *Sexual Assault Awareness Month*.

We are grateful for your community's partnership in the mission to end sexual violence through public awareness and support of its' victims. **Embrace Your Voice.**

Together we DO make a difference!

Sincerely,

Jamie Koppes
Jamie Koppes

Executive Director/ Crime Victim Advocate
Sexual Assault Program of Northern St. Louis County
327 1st Street S, Ste 17 Virginia, MN 55792
Office 218-749-4725
Cell 218-780-8824

Jamiek@stopsexualviolence.org

Believe, Listen, Learn & Support

2025 Sexual Assault Awareness Month
Mayor Proclamation

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

WHEREAS, Child sexual abuse /exploitation, rape and sexual harassment impact all communities as seen by the national statistics: One in three girls and one in six boys will be sexually violated by the age of 18. One in five children is solicited sexually while on the internet. One-third of all sexual violence cases in Northern St. Louis County happen to children 17 years and younger.

WHEREAS, In fiscal 2024, our local Sexual Assault Program of Northern St. Louis County has worked with more than **391** primary and secondary crime victims of sexual violence whom reside in our communities. The Program has provided more than **12,700** documented trauma and victim-focused advocacy services with these crime victims.

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

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

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

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

THEREFORE, I, the Mayor of the City of Mt. Iron, Minnesota, do hereby proclaim the month of April in the year of 2025 as:

SEXUAL ASSAULT AWARENESS MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the city of Mt. Iron located in St. Louis County in the state of Minnesota.

_____ this _____ day of _____, 2025.

Mayor Signature

Mountain Iron Public Library

Monthly Report

January 2025

Circulation

Items checked out: 1,209 Items checked in: 1,153

Total Circulation of materials in January: 2,362

Attendance:

Adults: 364 Youth: 124 Patrons in January: 488

Special Events/Programs held: 9 (114 participants)

Reference Desk visits (email, phone, and messenger): 139 Computer Use Sessions: 66

Total Library usage: 602

Events and Activities at the library in January:

Winter Reading Program – January 6th – February 28th, 2025

January 6th & 21st: City Council meetings

January 6th: Spirit Lake 4H Club meeting

January 9th & 23rd: Cub Scout meetings

January 15th: Library Board meeting

January 17th: Young Readers Story Time

January 17th: Legacy Program – Dennis Warner concert

January 22nd: Iron Range Tykes reading

January 23rd: ALS Training (Anna)

January 31st: Young Readers Story Time

Upcoming events in February:

Winter Reading Program = January 6th – February 28th, 2025

February 14th & 28th: Young Readers Story Time

February 21st: Reading at MIB

February 24th: Library Annual Meeting

February 26th: MIB Book Bingo

Mountain Iron Public Library

Monthly Report

February 2025

Circulation

Items checked out: 1,184 Items checked in: 1,276

Total Circulation of materials in February: 2,460

Attendance:

Adults: 355 Youth: 147 Patrons in February: 502

Special Events/Programs held: 5 (46 participants)

Reference Desk visits (email, phone, and messenger): 132 Computer Use Sessions: 68

Total Library usage: 521

Events and Activities at the library in February:

Winter Reading Program – January 6th – February 28th, 2025

February 3rd & 18th – City Council Meetings

February 3rd – Spirit Lake 4H Club

February 12th – Iron Range Tykes reading

February 13th & 27th – Cub Scouts

February 14th & 28th: Young Readers Story Time

February 21st: Reading at MIB

February 24th: Library Annual Meeting

February 26th: MIB Book Bingo

March Events:

March 5th – ECFE Event

March 5th – MIB Community Education meeting (Anna)

March 6th – Iron Range Tykes reading

March 7th & 14th – Young Readers Story Time

March 13th & 20th – Cub Scouts

March 19th – Library Board meeting

March 20th – Library Special Event

March 21st – ALS CLAS meeting (Anna)

MOUNTAIN IRON PUBLIC LIBRARY

2024 AT-A-GLANCE



OUR VISITORS

- 4,740 Adults
- 2,427 Youth
- 1,112 Event Participants
- 935 Summer Meals Served
- 1,869 Reference Desk Inquires
- 1,163 Computer Use Visits



OUR CIRCULATION

37,877 ITEMS CIRCULATED

NEW ADDITIONS in 2024: STEM kits, Youth Maker Space, Expanded YA collection, NEW Vox Books - COMING SOON



OUR SUCCESSES

- Library Policy Manual updated/ Resource Reconsideration Forms
- Over 100 hours of on-going staff training
- Library Open House (August 2024)
- Year-round access to shelf-stable food for Youth
- Naloxone Access Point
- CPR/ AED trained staff



OUR PROGRAMS

- Young Readers Storytime
- Adult & Youth Winter Reading Program
- Adult & Youth Summer Reading Program
- In-person Special Events
- Patron Engagement Activities (ongoing/ Take & Make Crafts
- Youth Busy Bags
- Legacy Events
- Maker Space/ STEM kit check-outs



OUR COMMUNITY PARTNERS

- Child Care Providers - Story Times
- UWNEMN - Meet Up & Chow Down/ SRP
- Spirit Lake 4H Club
- Cub Scouts
- St. Louis County & Family Freedom Center - Diversion Program
- Friends of the Library
- VA Elks Club
- Eveleth Elks

2025 GOALS: Technology Upgrade - ART - Resource Inventory - Library of Things - 110th Birthday

City of Mountain Iron Office
8586 Enterprise Dr. S.
Mountain Iron, MN 55768

To whom it may concern,

My name is Erika Strahan and I am a 2nd grade teacher at MIB. I have been a teacher there for decade and have been known to be a *Mountain Iron Wanna Be* as I had lived in Virginia but worked at MIB. My husband and I have been looking for the right house to come up for us to move for a few years and we finally found it in October 2024. Before we knew it, we were finally Mountain Iron residents just before Christmas this year, and we couldn't be happier.

We have big plans for our little house as we fell in love with the location and property. It is so close to school for my two boy and I each day and for my husband who works in Buhl. We finally have a yard for our kids to run, play and explore. We don't want to change any part of our yard. We do however need to make some house changes so that we can comfortably live here for many years to come.

Our plans are to convert the current attached garage into living space. This house was organically a two bedroom house that the previous owners tried to convert into a 3 bedroom but hit some construction bumps which included: not being able to open doors properly and moving staircases incorrectly. We didn't mind that though as we could see all the house potential. Since we love all of the outside space we didn't want to lose any of that space either. The best way for us to keep all our yard the same was to build a garage on top of the current driveway where our cars were already going to be parked. By doing this we gained living space and kept all yard space open. We plan to open an enclosed area for our cars where they were already going to be parked. This would mean that we need to build on top of our driveway.

After getting our survey back today, we realized that our plan has a 3.1 foot overlap. We are asking for a variance today so that we can keep our yard space all the same. We don't want to change anything about the property. We just want to enclose our vehicles where they are already parked in our driveway in an average sized garage.

Thank you for your time and consideration in helping my little family of four make our dream Mountain Iron house come true,

Erika Strahan and Family

CITY OF MOUNTAIN IRON



CONDITIONAL USE PERMIT



VARIANCE APPLICATION

Parcel # 175-0071-00901

Name of Owner: Silver Spur LLC

Signature of Owner: *Wayne Eberhart*

Address: Vermillion Trail, Gilbert, MN 55741

Date: 1/29/2025

Plat Name: MT IRON

Section: 11 Township: 58 Range: 18 Lot: - Block: -

Description: PART OF SE1/4 OF SW1/4 OF SE1/4 & PART OF NE1/4 OF SW1/4 OF SE1/4 LYING S OF SLY R/W OF HWY 169 COMM AT A PT ON W LINE 773.29 FT N OF SW COR OF SW1/4 OF SE1/4 & ASSIGNING A BEARING OF N01DEG02'53"W TO SAID W LINE THENCE S89DEG05'17"E 459.48 FT THENCE CONT S89DEG05'17"E 564.28 FT TO PT OF BEG THENCE S00DEG54'43"W 213.09 FT THENCE S53DEG27'08"E 222.39 FT TO A PT THAT IS 350 FT N OF S LINE OF SE1/4 OF SW1/4 OF SE1/4 THENCE N87DEG03'25"E PARALLEL WITH & 350 FT N OF S LINE 320FT TO E LINE OF SE1/4 OF SW1/4 OF SE1/4 THENCE N02DEG49'47"W ALONG E LINE 321.68FT TO SLY R/W OF HWY 169 THENCE N89DEG05'17"W ALONG SAID R/W 479.03 FT TO PT OF BEG

Description of Proposed Use for Conditional Use Permit:

K-12 Public School for ISD #6076

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

The building site is located at the end of a dead end road, City maintains that the road will not become a thru road. The road also services a church. Surrounding properties are municipal to the west, residential to the south and multi-family to the southwest. The

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

A 35,000 ft2 building with approximately 95 parking spaces will be placed on the property as far north as possible to maximize distance to residential properties. The school operates between 8 a.m. - 4 p.m. M-F with June-August a slow period.

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

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

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

OFFICE USE ONLY

ITEM	ACTION	DATE	INITIAL
Application Submitted/Paid	<i>submitted / paid</i>	<i>01/29</i>	<i>[Signature]</i>
Zoning Administrator Review	<i>reviewed</i>	<i>02/11</i>	<i>[Signature]</i>
Public Hearing Set	<i>date set 03/10</i>	<i>02/12</i>	<i>[Signature]</i>
Hearing Notice Published	<i>published HTF</i>	<i>02/21</i>	<i>[Signature]</i>
Planning & Zoning Recommendation (Board of Adjustment and Appeals Rec.)	<i>approved</i>	<i>03/10</i>	<i>[Signature]</i>
City Council Action			
Filed with County Recorder			

rcpt. #4.022377

Conditions Attached _____

Conditional Use Permit Required Submissions for City of Mt. Iron, MN.

154.143 (A) - Plat Name: MT IRON Section Township Range Lot Block 11 58 18 - -
Description: PART OF SE1/4 OF SW1/4 OF SE1/4 & PART OF NE1/4 OF SW1/4 OF SE1/4 LYING S OF OF SLY R/W OF HWY 169 COMM AT A PT ON W LINE 773.29 FT N OF SW COR OF SW1/4 OF SE1/4 & ASSIGNING A BEARING OF N01DEG02'53"W TO SAID W LINE THENCE S89DEG05'17"E 459.48 FT THENCE CONT S89DEG05'17"E 564.28 FT TO PT OF BEG THENCE S00DEG54'43"W 213.09 FT THENCE S53DEG27'08"E 222.39 FT TO A PT THAT IS 350 FT N OF S LINE OF SE1/4 OF SW1/4 OF SE1/4 THENCE N87DEG03' 25"E PARALLEL WITH & 350 FT N OF S LINE 320FT TO E LINE OF SE1/4 OF SW1/4 OF SE1/4 THENCE N02DEG49'47"W ALONG E LINE 321.68FT TO SLY R/W OF HWY 169 THENCE N89DEG05'17"W ALONG SAID R/W 479.03 FT TO PT OF BEG

154.143 (B) – ICS-Builds has been hired by the Northland Learning Center, ISD #6076 to construct a 35,000 ft² Public K-12 school on above property. A purchase agreement is in place between the current owners (Silver Spur LLC) and the future owners (ISD #6076) and held with earnest monies. Purchase will occur when all Permits and easements are in place.

154.143 (C) – ISD #6076 has secured \$14.88 M in funding and has commitments from each of the member districts to contribute payments for \$4.25M in bonds.

154.143 (D) See Figure 1

154.143 (E1-3) See Figure 2

154.143 (E4) See Figure 3

154.143 (F) Anticipated traffic includes service of 14 buses and 4 vans at start and end of scheduled school day and approximately 60 full time employees.

154.143 (G) Property use as a school conforms to area use of Enterprise Drive S as a public drive for Municipal, Religious and School use. Road is a dead end and serves no neighborhoods.

154.143 (H) Property to comply with permitted RR classification, 152.022 (C)-3.

Mountain Iron Planning and Zoning Commission

March 10, 2025

Acting Chairperson Jim Techar called the meeting to order at 6:00 p.m. with the following members present: Margaret Soyring, Barb Fivecoate, Steve Giorgi, Lauren Buffetta, Jerry Kujala, Zoning Administrator.

Moved by Fivecoate, supported by Giorgi to accept the Consent Agenda and minutes of the February 24, 2025 meeting. Motion carried. Absent Anderson

Mayor Peggy Anderson entered meeting at 6:05 p.m.

Moved by Fivecoate, supported by Buffetta to recess the regular meeting and open the public hearings. Motion carried.

NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission of the City of Mountain Iron will hold a public hearing on Monday, March 10, 2025, at 6:05 p.m. in the Mountain Iron Room of the Mountain Iron Community Center.

The purpose of the public hearing is to consider a request made by Jason and Erika Strahan for a Variance permit. The Variance permit is for construction of a building that does not meet the required 25ft setback. The property is legally described as follows:

Parcel Code: 175-0059-00050

LEGAL DESCRIPTION: PLAT NAME: VIDMAR BLOCK CITY OF MTN IRON; SECTION: - ; TOWNSHIP: - ; RANGE: - ; LOT 0005 ; BLOCK: - ; DESCRIPTION: LOT: 0005

Address: 5429 Mineral Avenue, Mountain Iron, MN 55768

The public can present its opinions at the public hearing or by letter addressed to the Zoning Administrator, City of Mountain Iron, City Hall, 8586 Enterprise Drive South, Mountain Iron, MN 55768-8260.

By Order of the Planning and Zoning Commission
Jerry D. Kujala
Zoning Administrator
www.mtniron.com

.Ed Roskoski didn't like that it would be sticking out more than other buildings on that block. Brad Gustafson stated that it would increase the property value and therefore generate more tax revenue.

Moved by Soyring, supported by Fivecoate to recess the public hearing and open the next hearing.

NOTICE OF PUBLIC HEARING

The Planning and Zoning Commission of the City of Mountain Iron will hold a public hearing on Monday, March 10, 2025, at 6:05 p.m. in the Mountain Iron Room of the Mountain Iron Community Center.

The purpose of the public hearing is to consider a request made by Silver Spur LLC, ICS- Builds (Northland Learning Center), for a Conditional Use permit. The Conditional Use (CUP) permit is for the construction of an educational facility in a commercial zone. The property is legally described as follows:

PARCEL CODE: 175-0071-00901
LEGAL DESCRIPTION: PLAT NAME: MTN IRON; SECTION: 11 ; TOWNSHIP: 58 ; RANGE: 18 ; LOT: - ; BLOCK: - ; DESCRIPTION: SW1/4 OF SW1/4 OF SE1/4, EXCEPT SOUTH 300 FEET OF WEST 300 FEET; AND EXCEPT PART COMMENCING ON THE WEST LINE 650.43 FEET NORTH OF THE SOUTHWEST CORNER AND ASSIGNING A BEARING OF N01DEG02'53"W TO SAID WEST LINE; THENCE N86DEG59'44"E 300 FEET; THENCE S01DEG02'53"E 350.71 FEET TO A POINT 300 FEET NORTH OF THE SOUTH LINE OF FORTY; THENCE S87DEG02'56"W 300 FEET; THENCE N01DEG02'53"W 350.43 FEET TO THE POINT OF BEGINNING; AND EXCEPT THE EASTERLY 370.00 FEET OF THE SOUTHERLY 380.00 FEET OF SW1/4 OF SW1/4 OF SE1/4.

Address: 8580 Enterprise Drive South, Mountain Iron, MN 55768

The public can present its opinions at the public hearing or by letter addressed to the Zoning Administrator, City of Mountain Iron, City Hall, 8586 Enterprise Drive South, Mountain Iron, MN 55768-8260.

By Order of the Planning and Zoning Commission
Jerry D. Kujala
Zoning Administrator
www.mtniron.com

David and Nicole Felten who reside on property abutting the proposed school site were in attendance. Their concerns included privacy, buffer zone and environmental impact. There was various discussion about the function of the school, enrollment, and noise.

Motion to recess Public Hearing and reopen Regular Meeting by Fivecoate, supported by Giorgi. Motion Carried.

Moved by Stanaway, supported by Buffetta to recommend the City Council approve the variance for 3.1 feet for Jason and Erika Strahan. Motion carried.

Moved by Giorgi, supported by Fivecoate to recommend the City Council approve the Conditional Use Permit for the NLC with the stipulation of an opaque security, sound reducing 6 ft fence on the back property line. Motion Carried

Moved by Giorgi, supported by Stanaway to recommend the City Council pursue legal action to clear up the designation of Enterprise Drive South so the City can commence the extension to the new school development. Motion Carried.

.Moved by Giorgi, supported by Stanaway to adjourn at 7 p.m. Motion carried.

Respectfully Submitted by Secretary Margaret Soyring



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 02-25

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to Resolution Number 24-23 passed by the City Council December 18, 2023, the city engineer has prepared plans and specifications for Improvement Number MI22-08, the proposed improvement of the alleyway between Old Highway 169 and Mineral Avenue all located east of Mineral Avenue by Road Reconstruction, Alignment and Drainage Improvements and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Administrator until 10:00 a.m. on April 30, 2025, at which time they will be publicly opened in the Mountain Iron Room of the Community Center by the City Administrator and engineer, will then be tabulated, and will be considered by the City Council at 6:30 p.m. on May 5, 2025, in the Mountain Iron Room of the Community Center. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of Mountain Iron for ten percent of the amount of such bid.

DULY ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF MARCH, 2025.

Mayor Peggy Anderson

ATTEST:

City Administrator



BOLTON & MENK
 Road People. Road Solutions.

8878 Main Street
 P.O. Box 301
 Mountain Iron, MN 55768
 Phone: 218-735-8914



PROJECT NO: M24-02
 DATE: 06/2023
 DRAWN BY: ACH
 CHECKED BY: AJ

DATE	REVISIONS	DESCRIPTION

**MINERAL AVENUE
 ALLEY IMPROVEMENTS**

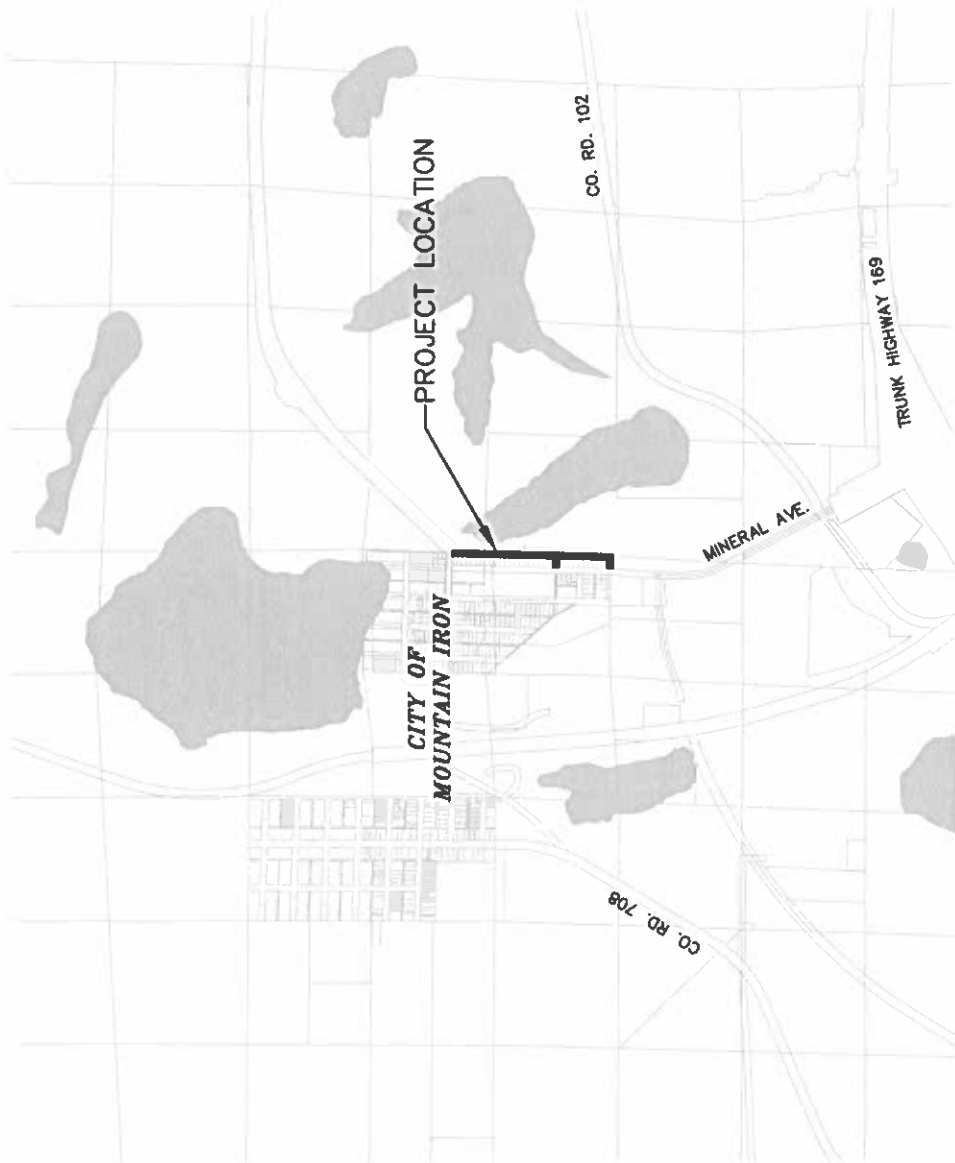
MOUNTAIN IRON, MINNESOTA

COVER SHEET

SHEET NO.
1 of 29

**MINERAL AVENUE ALLEY IMPROVEMENTS
 MOUNTAIN IRON, MINNESOTA
 PROJECT NO. M24-02**

INDEX TO PLANS	SHEET NO.
COVER SHEET	1
ESTIMATED QUANTITIES & CONSTRUCTION NOTES	2
TYPICAL SECTIONS	3
CONSTRUCTION DETAILS	4-8
EXISTING CONDITIONS AND REMOVAL PLAN SHEETS	9-13
STREET RECONSTRUCTION PLAN AND PROFILE SHEETS	14-22
STORM PLAN AND PROFILE SHEETS	23-24
TRAFFIC CONTROL	25-26
SWPPP	27-29



GOVERNING SPECIFICATIONS
 THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.



BOLTON & MENK
Best People. Best Solutions.

8818 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8934

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Date: 1/17/24 Lic. No. 48185

PROJECT NO. M124-02
DATE 1/17/24
DRAWN BY: LAB
CHECKED BY: AU

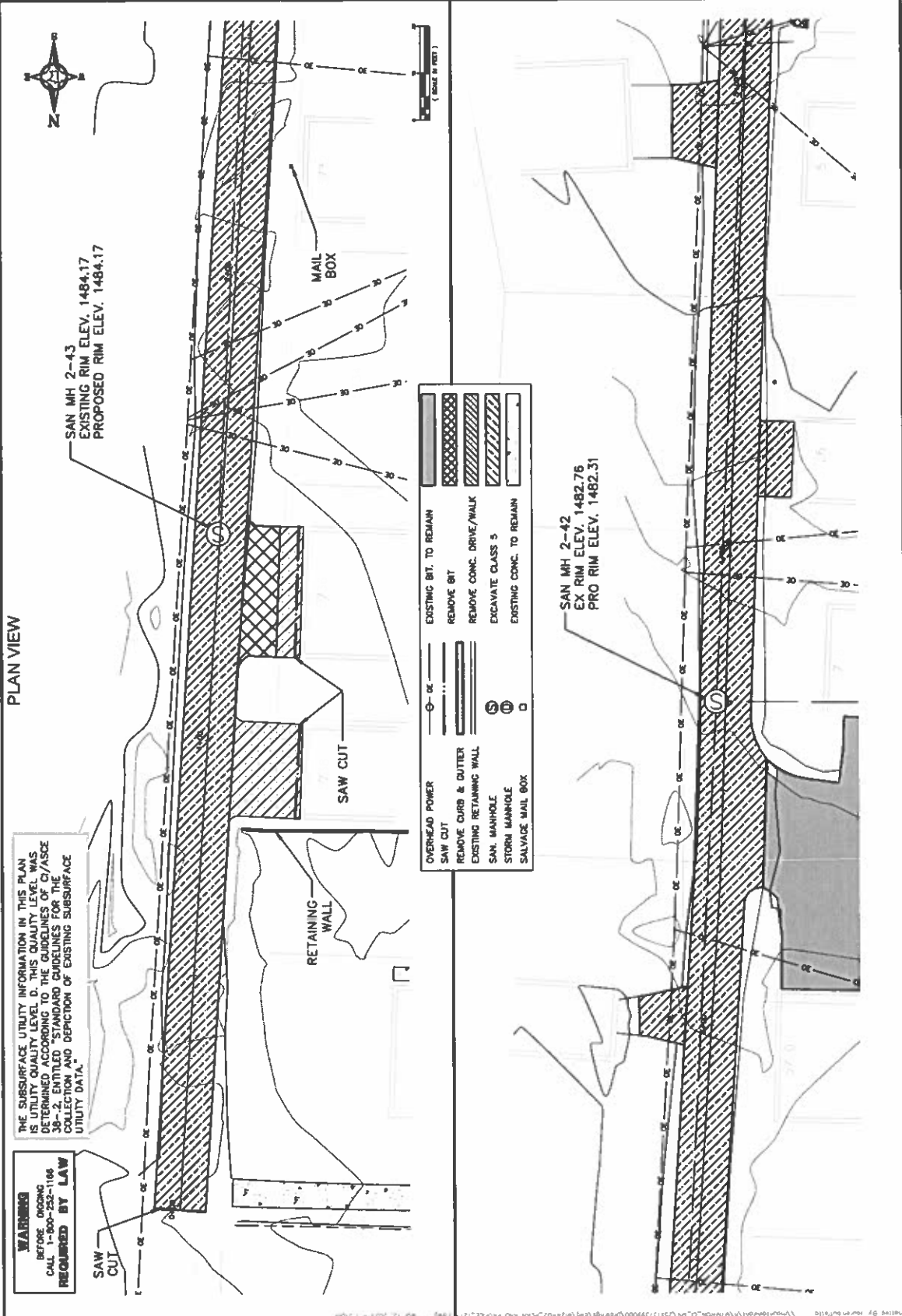
DATE	REVISIONS DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

EXISTING CONDITION
& REMOVAL SHEET

SHEET NO.
9 of 29





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8818 Main Street
 P.O. Box 761
 Mountain Lake, MN 55768
 Phone: 218-735-8918

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
 Date: _____
 License No. _____
 Signature: Alan Johnson

PROJECT NO. 4024 02
 DATE: 1/26/74
 DRAWN BY: JAB
 CHECKED BY: AU

DATE	REVISIONS	DESCRIPTION

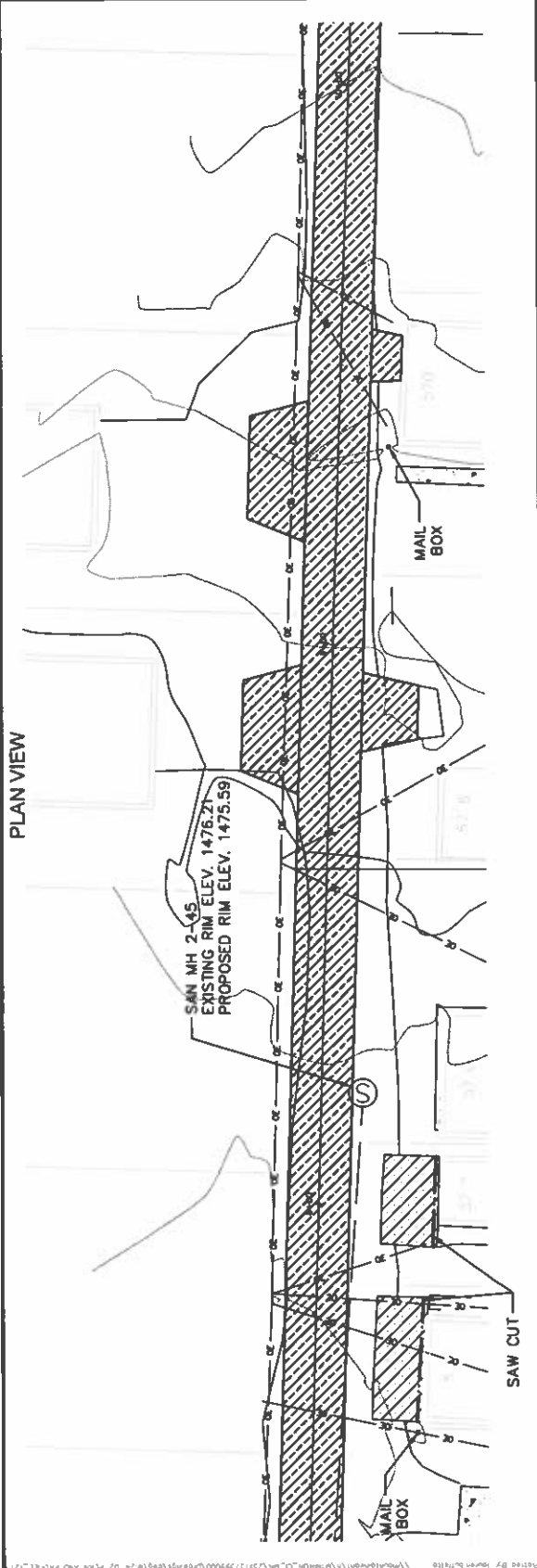
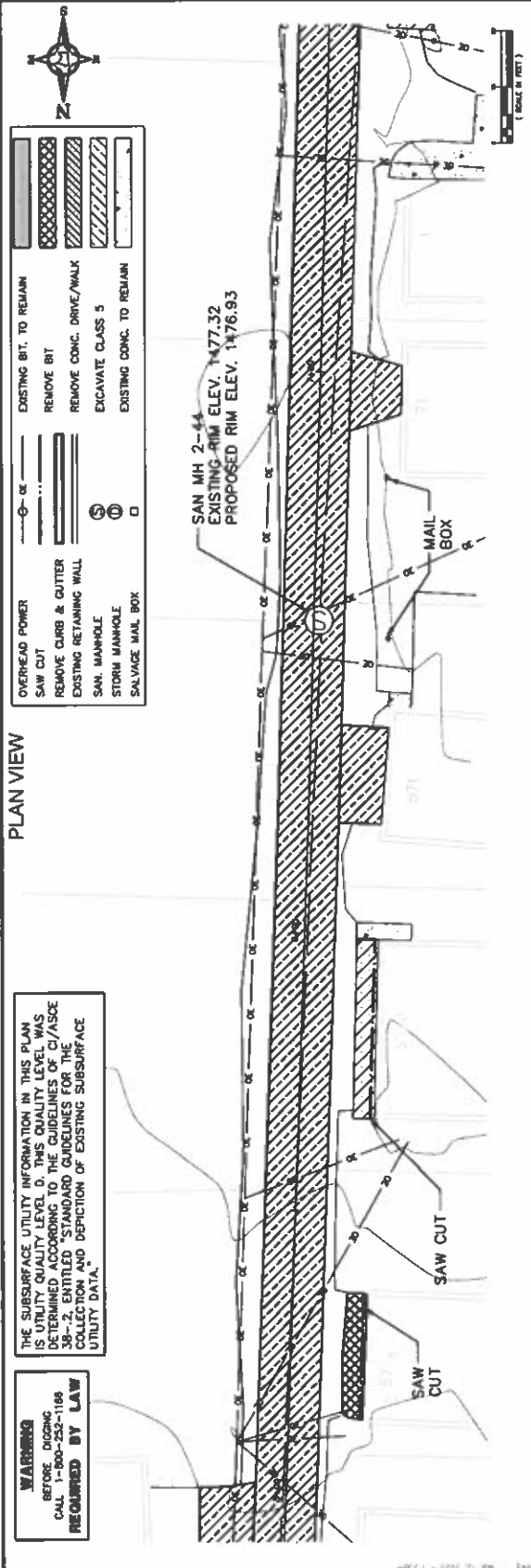
MINERAL AVENUE
 ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

EXISTING CONDITION
 & REMOVAL SHEET

SHEET NO.

10 of 29





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2078 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218 / 35 8934

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
PRELIMINARY
FOR CONSTRUCTION
Project: (Name) Johnson
Date: LK No. 48185

PROJECT NO. A424 02
DATE: 1/27/24
DRAWN BY: LAB
CHECKED BY: AJJ

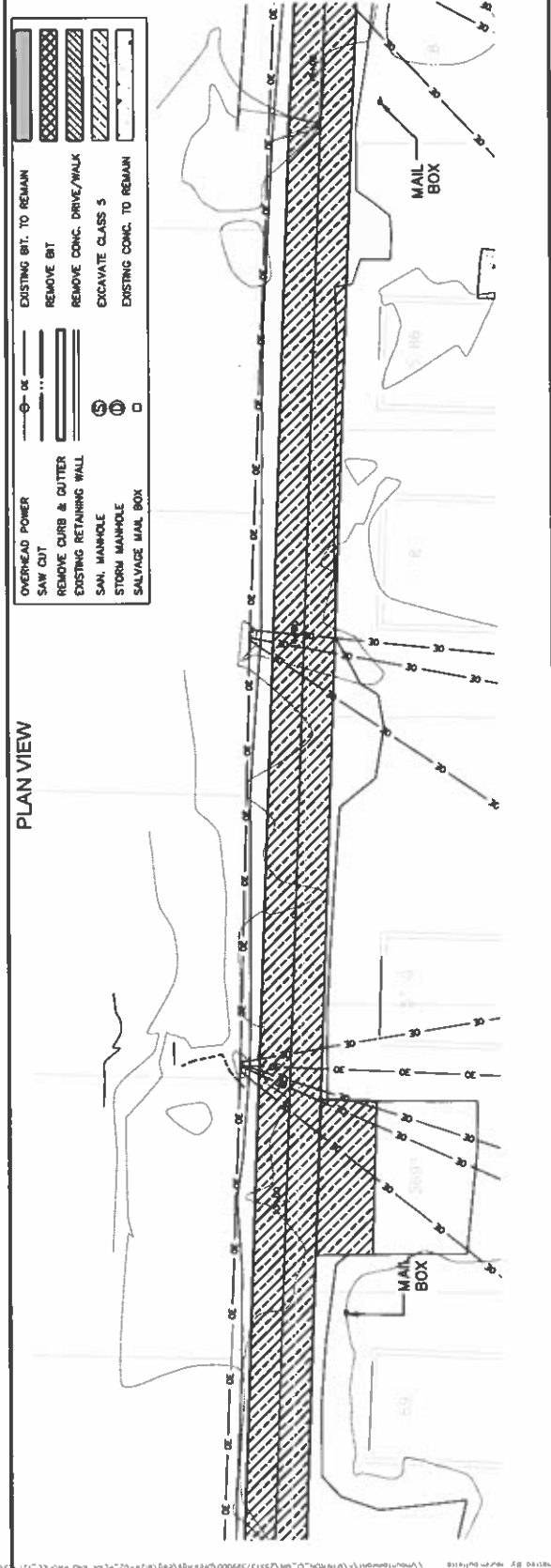
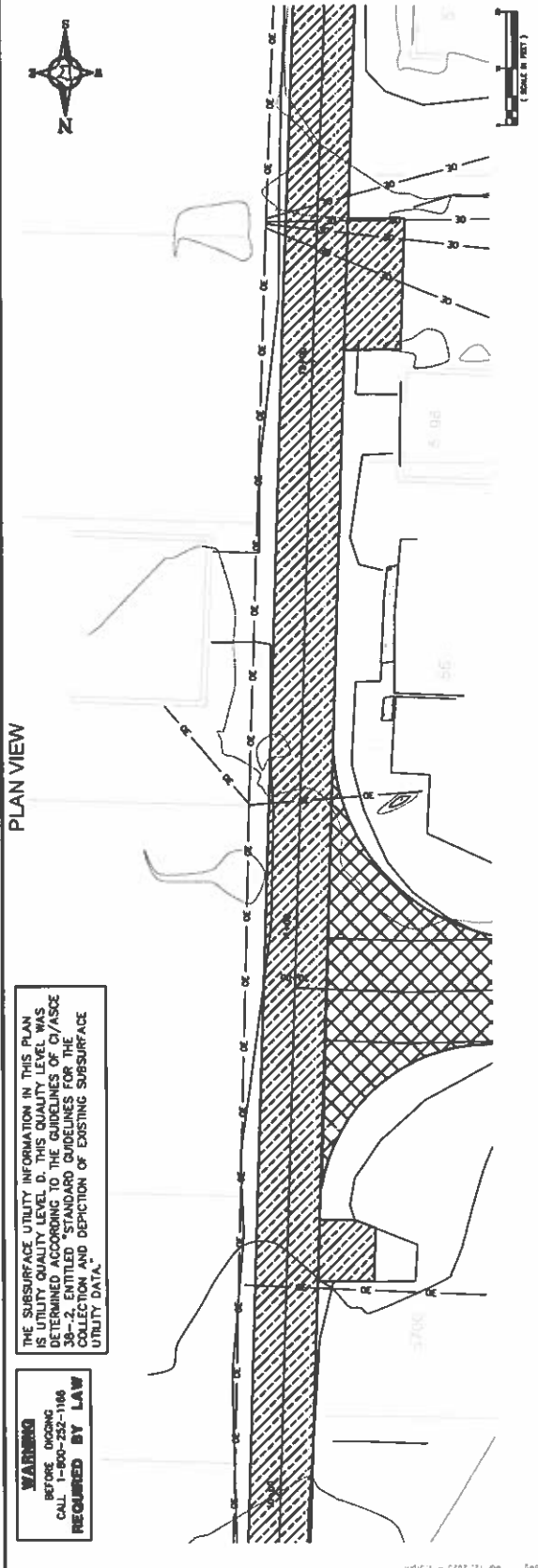
DATE	REVISIONS	DESCRIPTION

**MINERAL AVENUE
ALLEY IMPROVEMENTS**

MT IRON, MINNESOTA

**EXISTING CONDITION
& REMOVAL SHEET**

SHEET NO.
11 of 29





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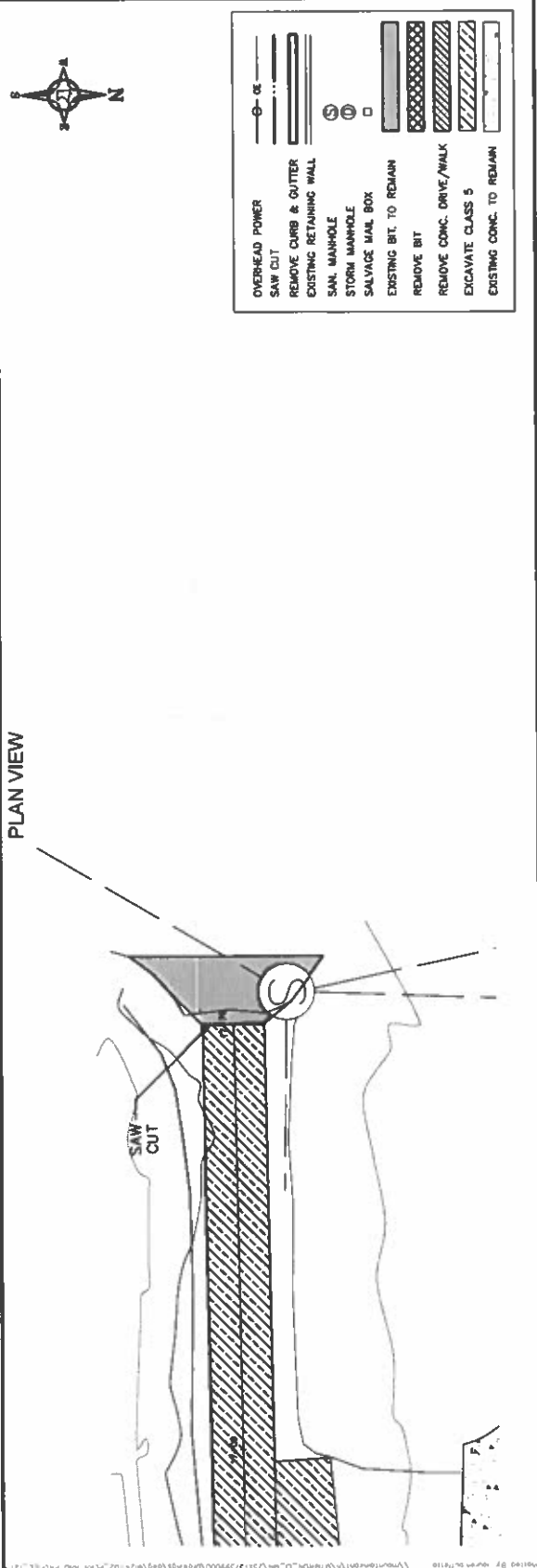
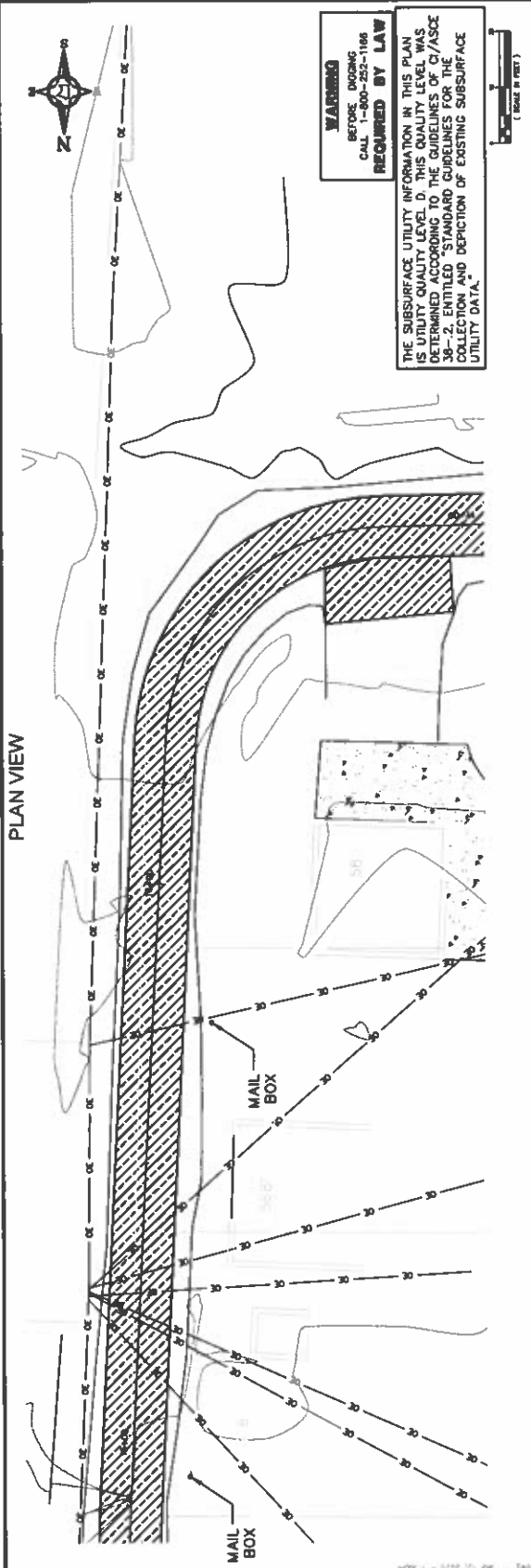
88 1/2 Main Street
P.O. Box 281
Mountain Iron, MN 55768
Phone: 218 735-8934



Project: **MINERAL AVENUE ALLEY IMPROVEMENTS**
Date: _____ Lic No: 48185
Project No: **M14402**
Date: **11/26/24**
Drawn by: **LAB**
Checked by: **AJ**

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE ALLEY IMPROVEMENTS
MT IRON, MINNESOTA
EXISTING CONDITION & REMOVAL SHEET
SHEET NO. **12** OF **29**





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8878 Main Street
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Mountain Iron, MN 55768
Phone: 218-735-8938

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Date: _____ Lic. No. 48385

PROJECT NO. M24-07
DATE: 1/26/24
DRAWN BY: LAB
CHECKED BY: AU

DATE	REVISIONS	DESCRIPTION

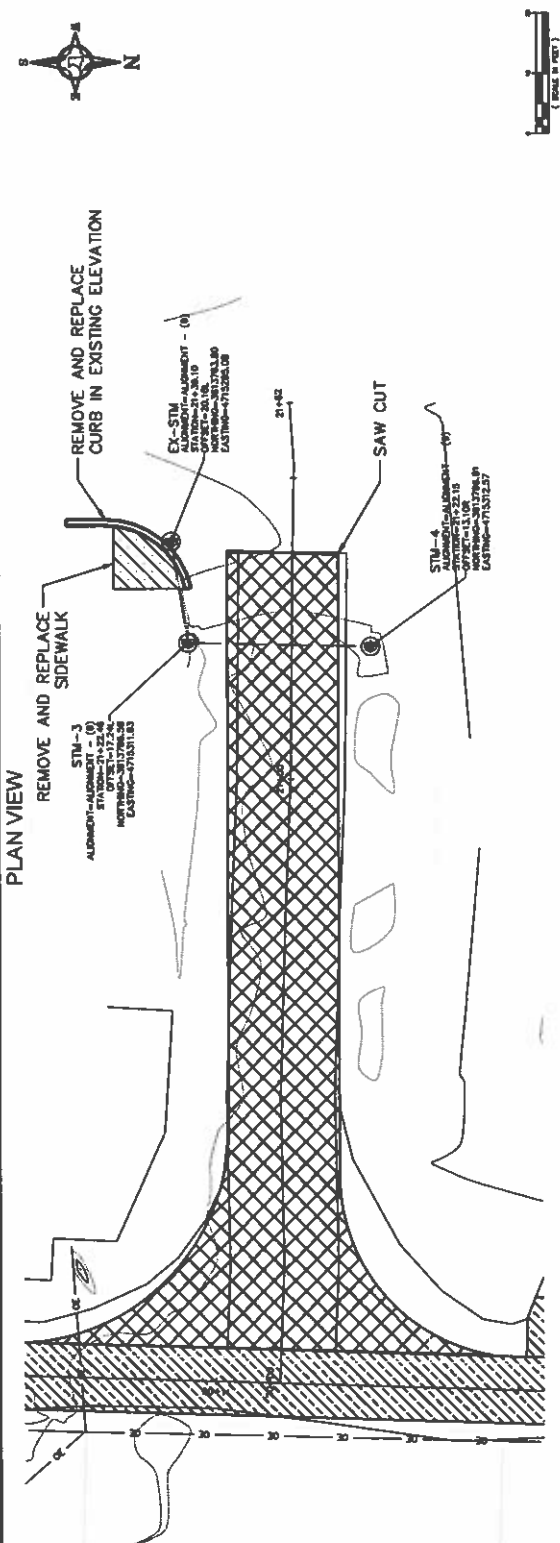
MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

EXISTING CONDITION
& REMOVAL SHEET

SHEET NO.

13 of 29



OVERHEAD POWER	—○—	EXISTING BIT. TO REMAIN
SAW CUT	—○—	REMOVE BIT
REMOVE CURB & CUTTER	—○—	REMOVE CONC. DRIVE/WALK
EXISTING RETAINING WALL	—○—	EXCAVATE CLASS 5
SAW MANHOLE	○	EXISTING CONC. TO REMAIN
STORM MANHOLE	○	
SALVAGE MAIL BOX	□	

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

WARNING
BEFORE DIGGING
CALL 1-800-252-1166
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Phone: 218-735-8934



PROJECT NO. 1484.01
DATE: 1/26/24
DRAWN BY: LAB
CHECKED BY: AJL

DATE	REVISIONS	DESCRIPTION

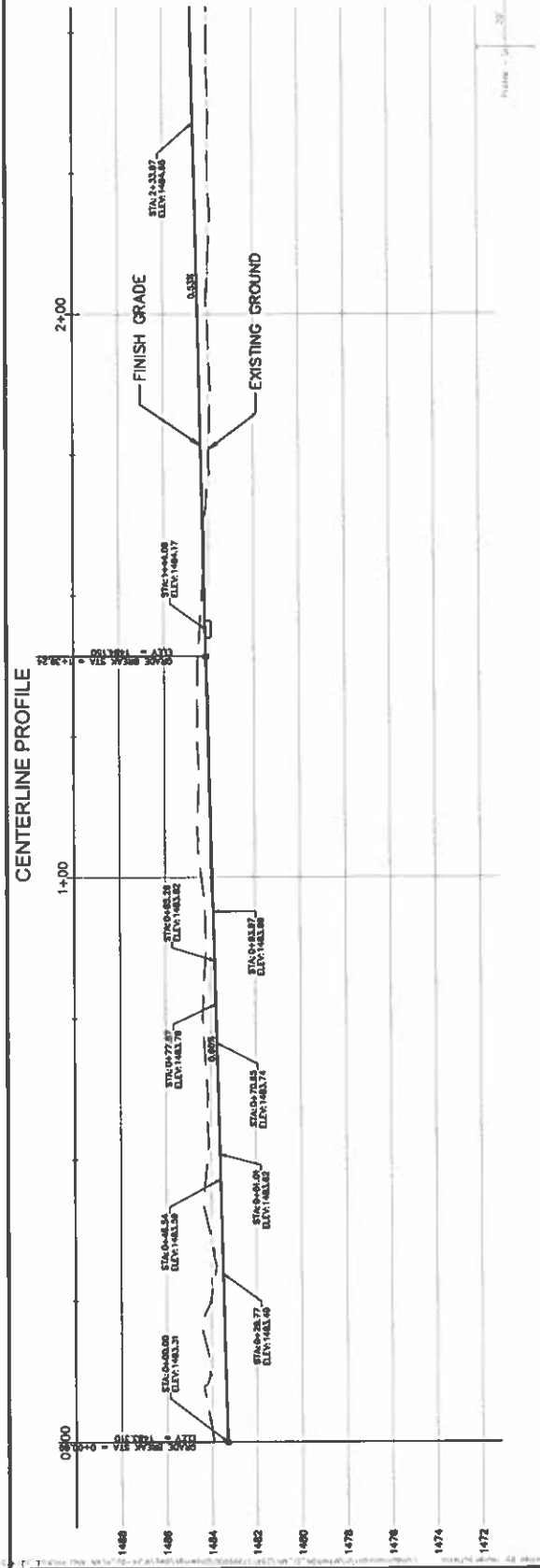
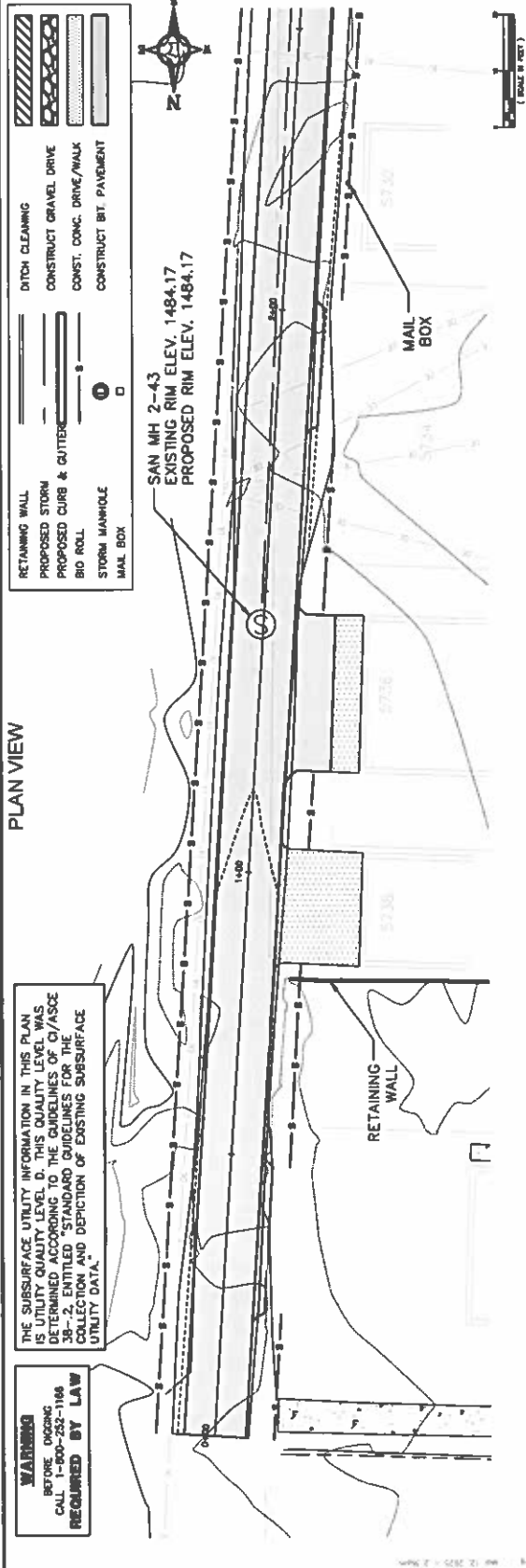
MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

SHEET NO.

14 of 29





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Phone: 718.735.8914

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Date: _____ Lic. No. 48385
Signature: Alan J. Johnson

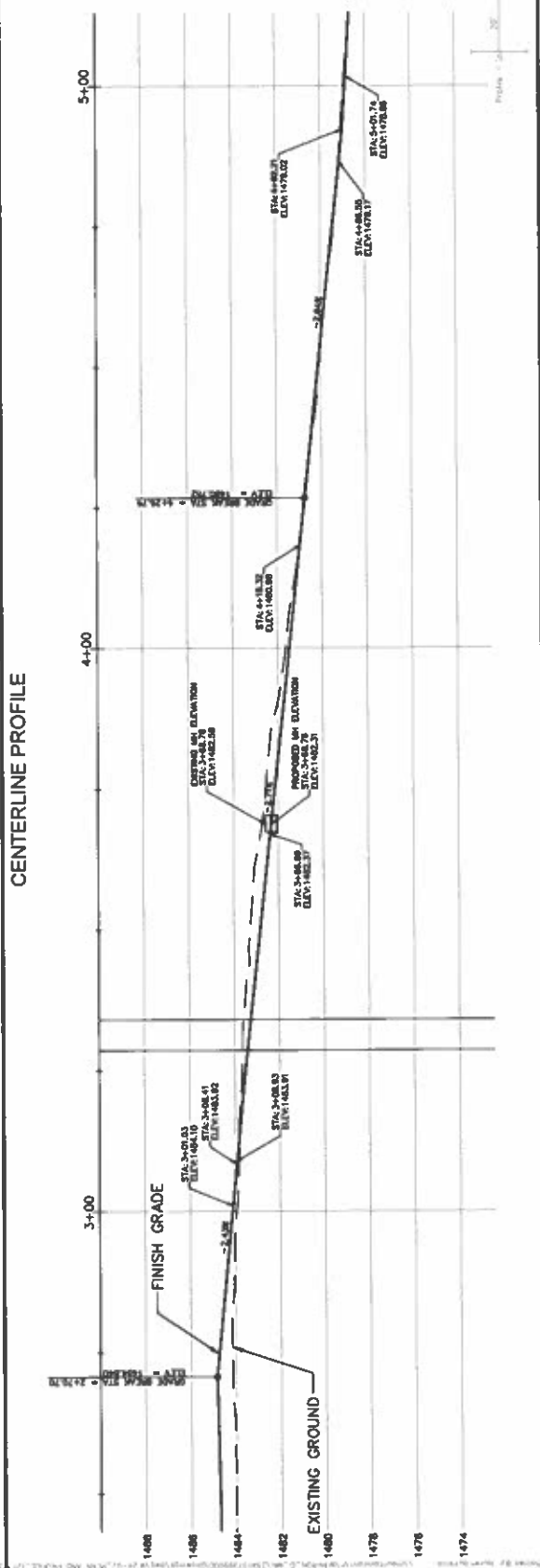
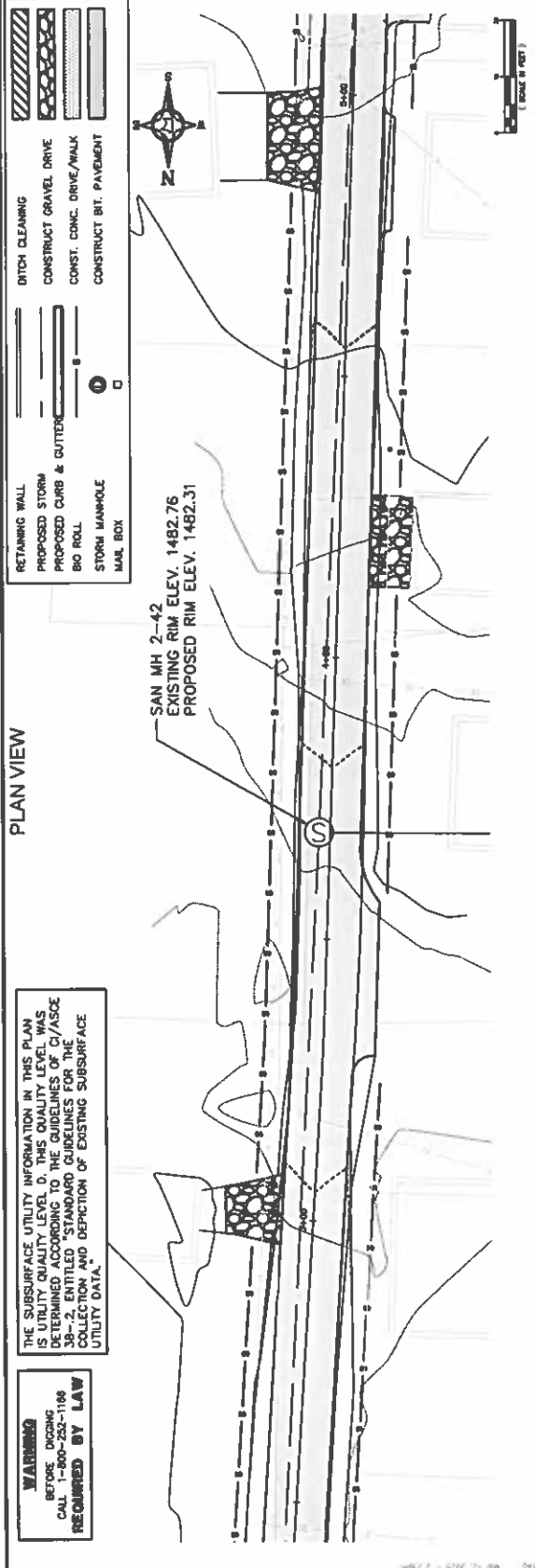
PROJECT NO: M12.01
DATE: 11/26/24
DRAWN BY: LAB
CHECKED BY: AU

DATE	REVISIONS DESCRIPTION

**MINERAL AVENUE
ALLEY IMPROVEMENTS**

**MT IRON, MINNESOTA
STREET RECONSTRUCTION
PLAN & PROFILE
SHEET**

SHEET NO.
15 of 29





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89 B Main Street
P.O. Box 761
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Phone: 738-735-8914

Preparation of this plan, specification or report was made by one or more of the professional engineers or architects herein named and is subject to the laws of the State of Minnesota.

PRELIMINARY
NOT FOR CONSTRUCTION

Project No. 1477.04
Date: 11/20/24
Drawn by: JAB
Checked by: JAB

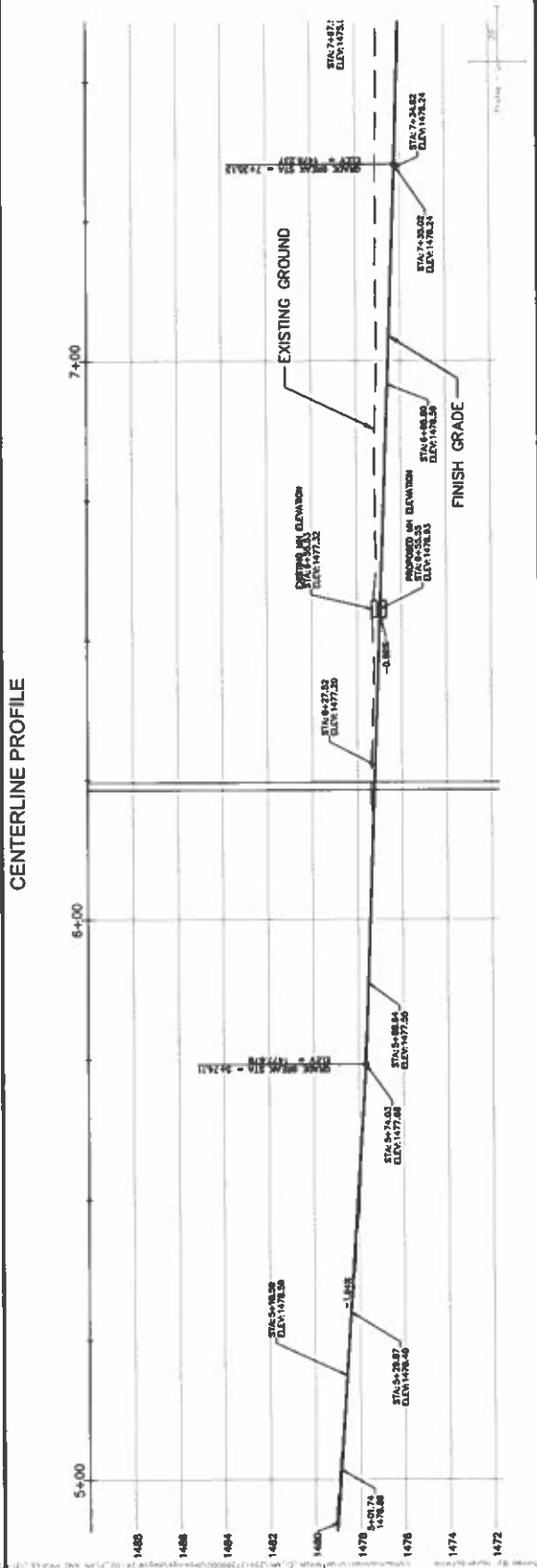
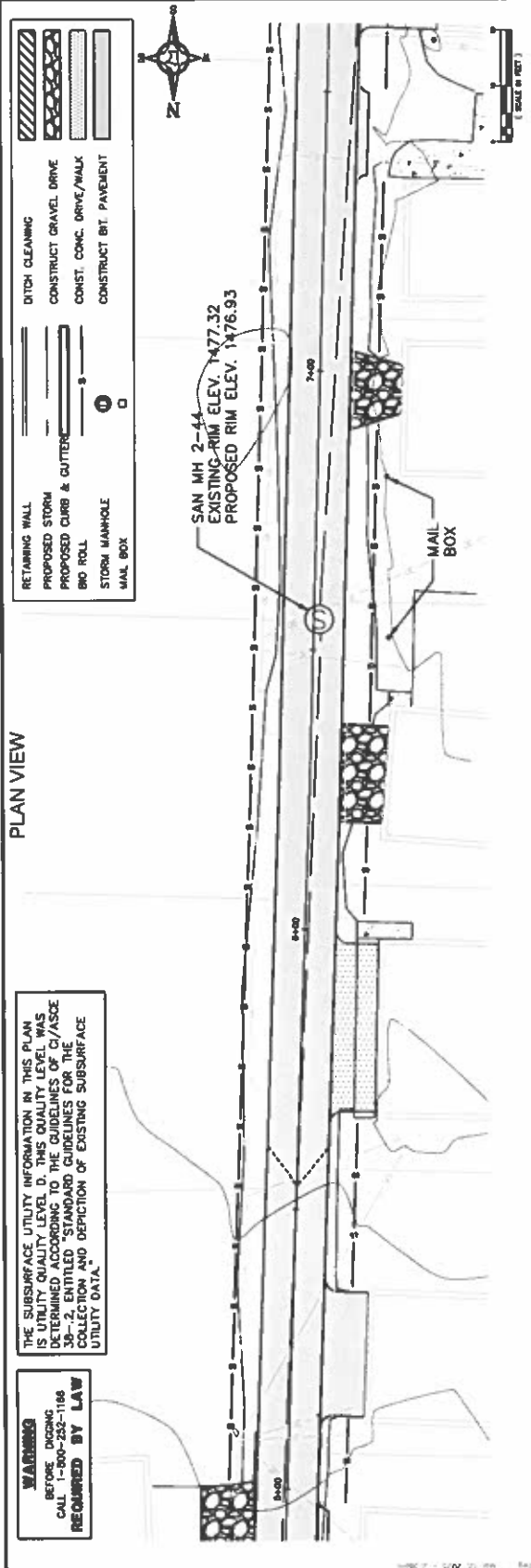
DATE REVISIONS DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

SHEET NO.
16 of 29





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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Project: _____
Date: _____ Lic. No. 48183

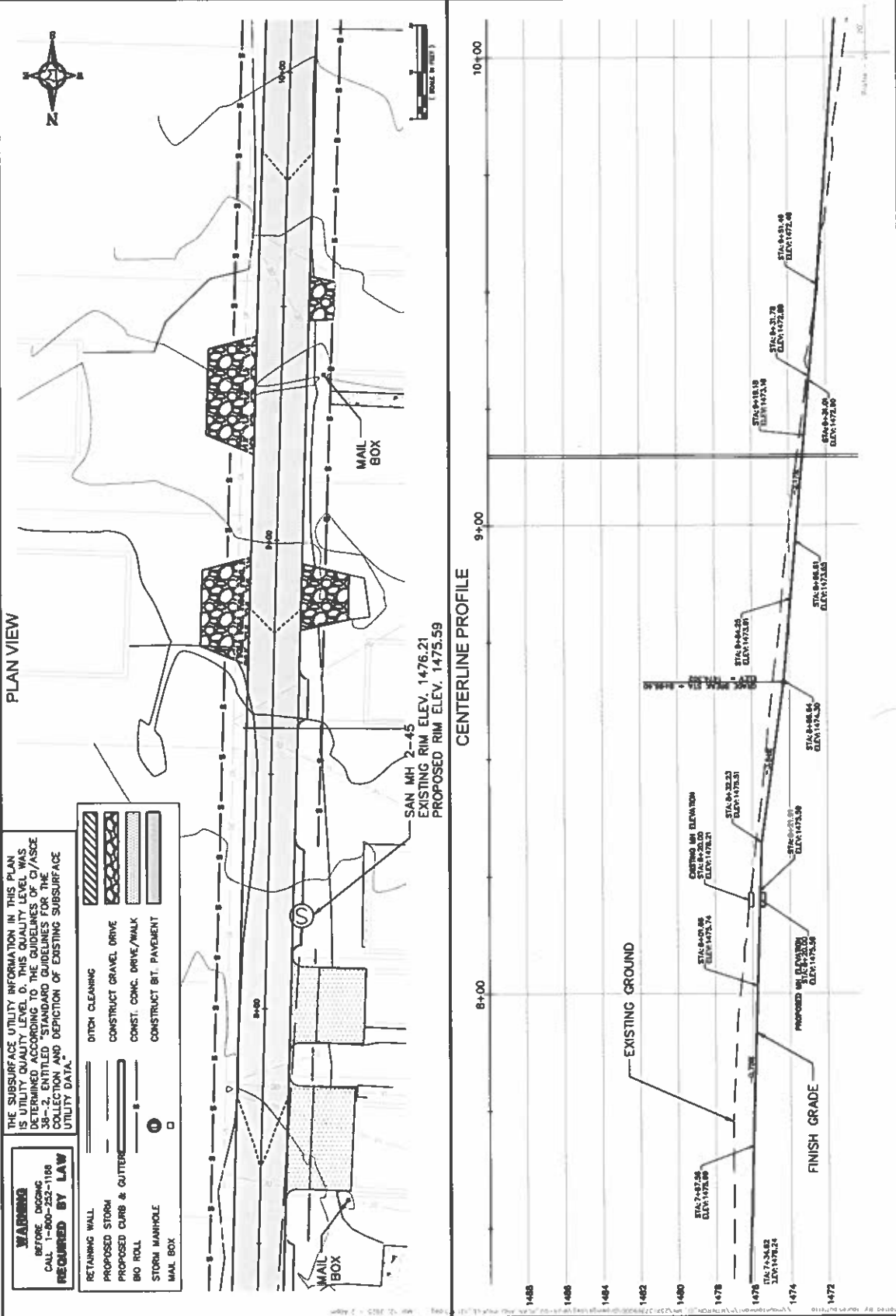
PROJECT NO. M124.02
DATE: 1/17/24
DRAWN BY: IAB
CHECKED BY: AUJ

DATE	REVISIONS	DESCRIPTION

**MINERAL AVENUE
ALLEY IMPROVEMENTS**

**MT IRON, MINNESOTA
STREET RECONSTRUCTION
PLAN & PROFILE
SHEET**

SHEET NO.
17 of 29





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P.O. Box 281
Mountain Iron, MN 55768
Phone: 218 735-8934

PRELIMINARY
NOT FOR CONSTRUCTION

Identify entity that the client
Specification or report is for
and that I am a duly
LICENSED PROFESSIONAL ENGINEER
under the laws of the State of Minnesota

DATE: 10/27/24
DRAWN BY: LAB
CHECKED BY: AUJ

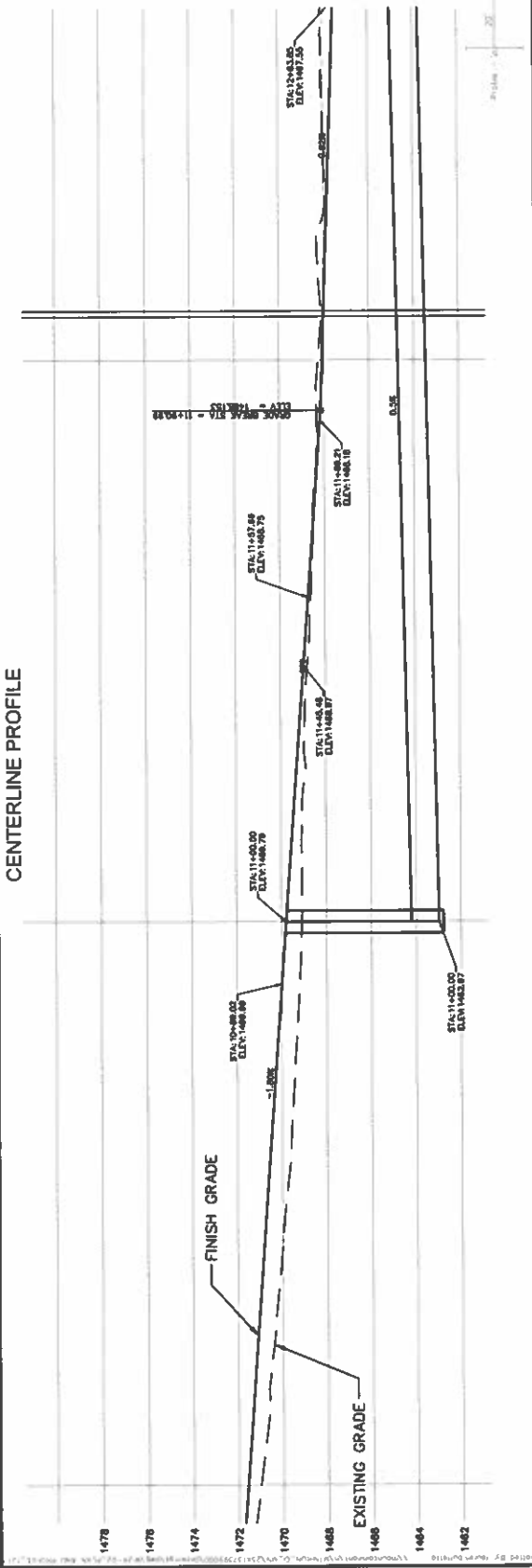
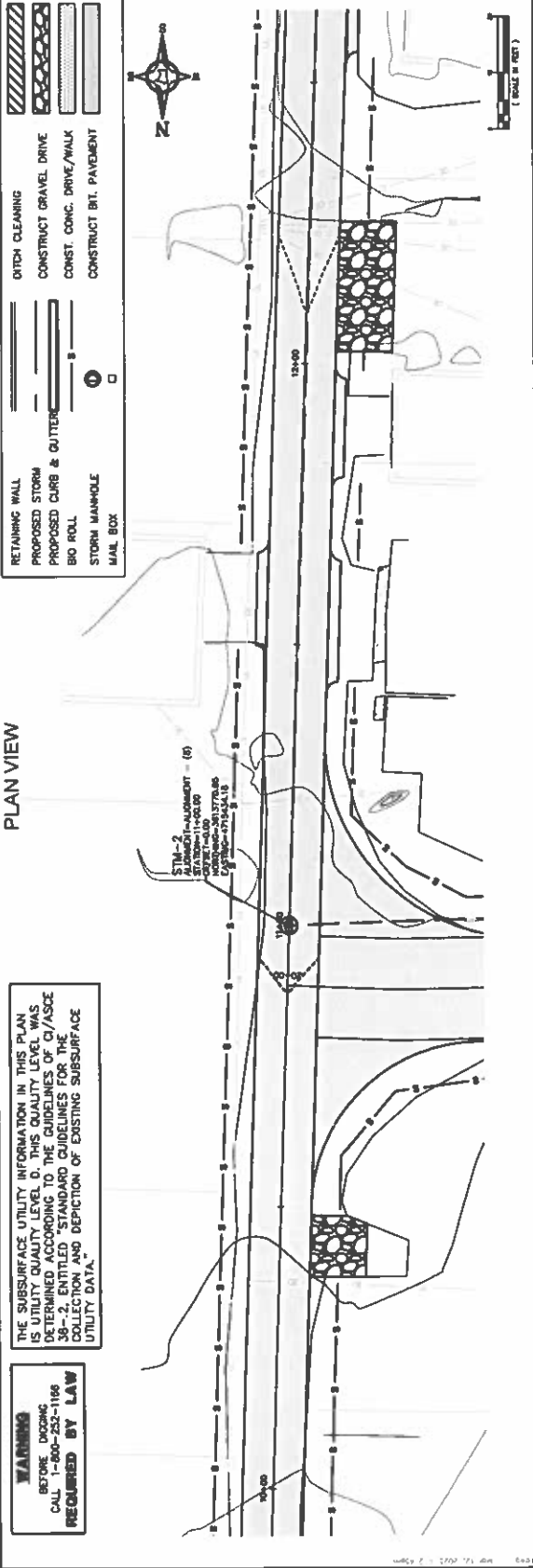
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DATE: 10/27/24
DRAWN BY: LAB
CHECKED BY: AUJ

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA
STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

SHEET NO.
18 of **29**





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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
PRELIMINARY
 NOT FOR CONSTRUCTION
 Project: Alton J. Johnson
 Date: Lic. No. 48385

PROJECT NO. AM24-02
 DATE 1/23/24
 DRAWN BY LAB
 CHECKED BY: AJ

DATE REVISIONS DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

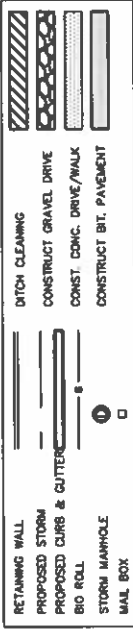
MT IRON, MINNESOTA

STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

SHEET NO.

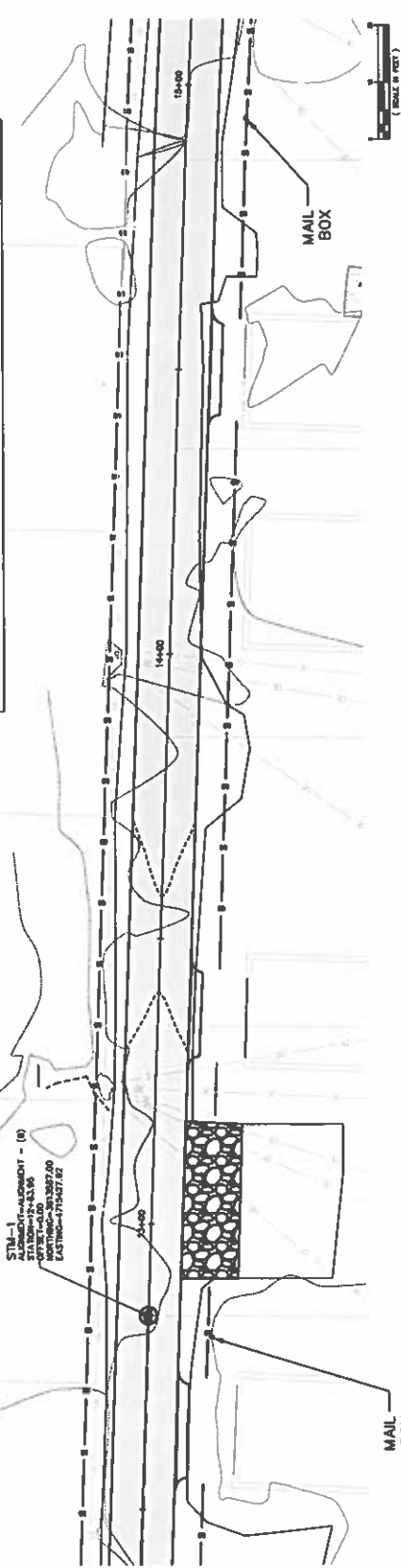
19 OF 29

PLAN VIEW

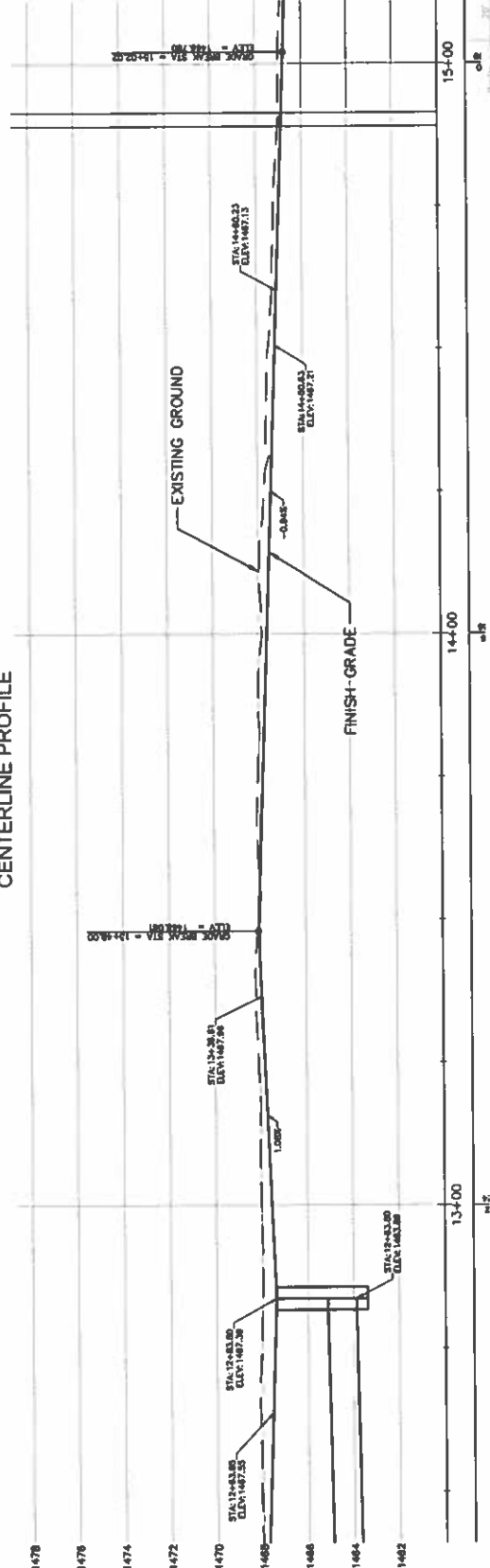


THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38--2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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 REQUIRED BY LAW



CENTERLINE PROFILE





BOLTON & MENK
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8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218.735.8914

Preparation as required by the Minnesota Department of Transportation (MNDOT) for construction. This drawing is not to be used for any other purpose without the written consent of Bolton & Menk.

PROJECT NO.: MHA 02
DATE: 10/26/14
DRAWN BY: JAB
CHECKED BY: AUJ

DATE	REVISIONS	DESCRIPTION

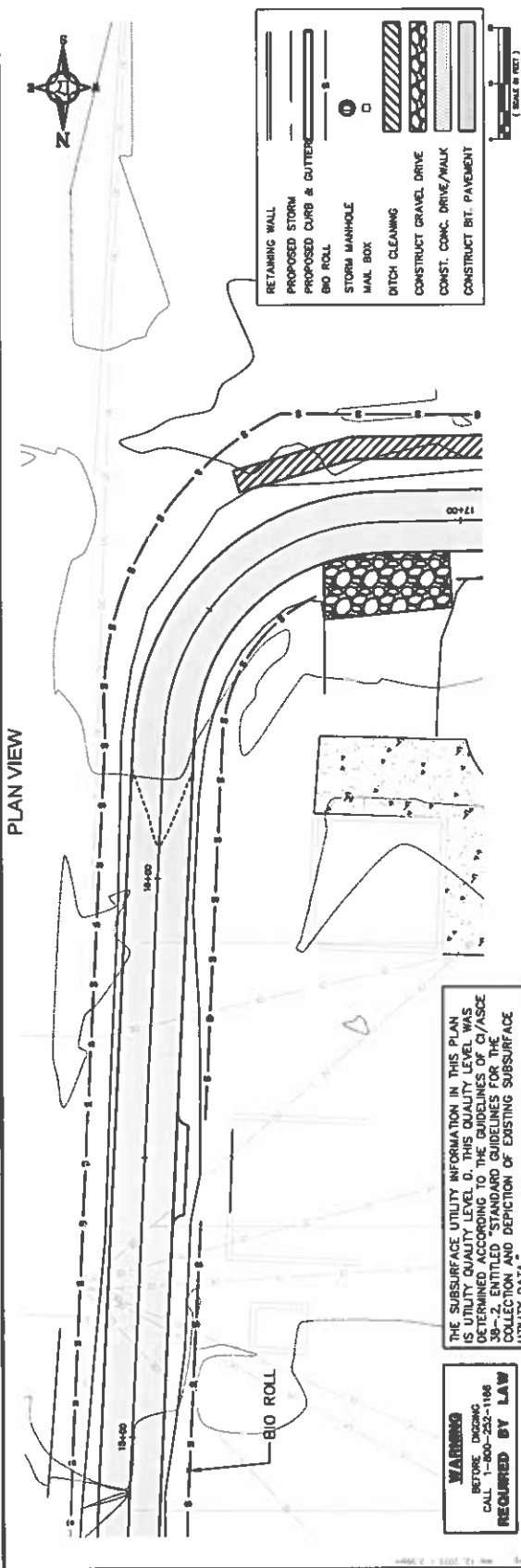
MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

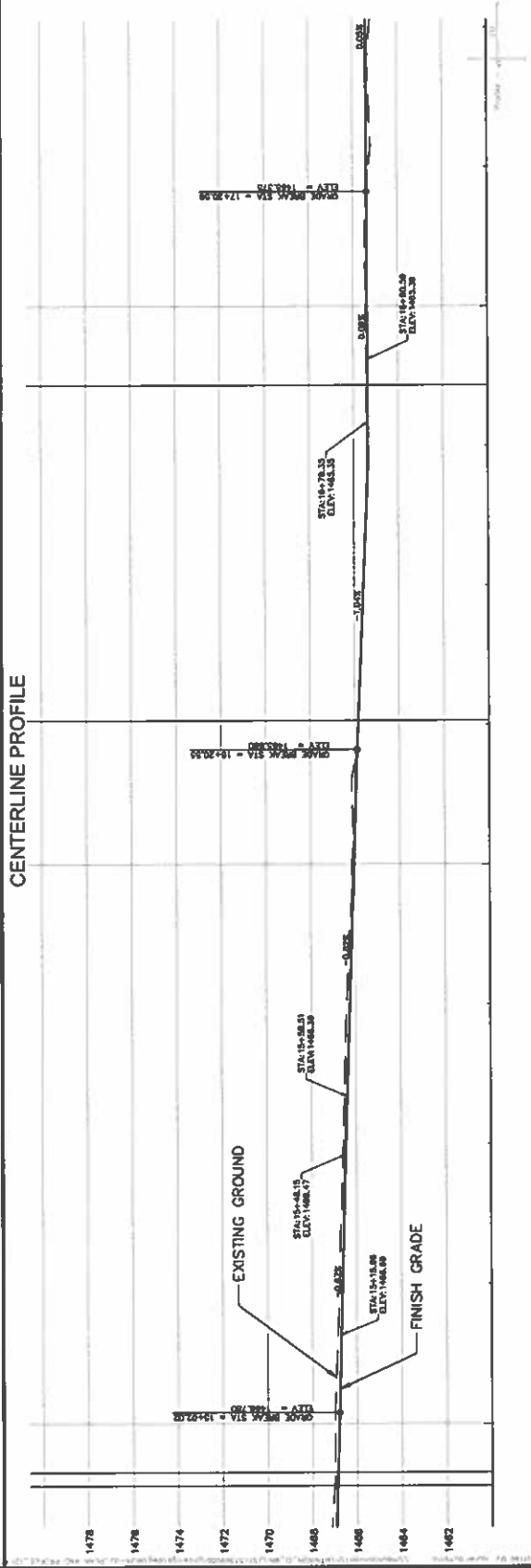
SHEET NO.

20 of 29



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CALL 1-800-232-1188
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BOLTON & MENK
Best People. Real Solutions.

8978 Main Street
P.O. Box 261
Mount Iron, MN 55768
Phone: 218-735-8914



Project: _____
Date: _____

PROJECT NO.: M124.01
DATE: 11/26/24
DRAWN BY: LAB
CHECKED BY: AJ

DATE	REVISIONS	DESCRIPTION

**MINERAL AVENUE
ALLEY IMPROVEMENTS**

MT IRON, MINNESOTA

**STREET RECONSTRUCTION
PLAN & PROFILE**

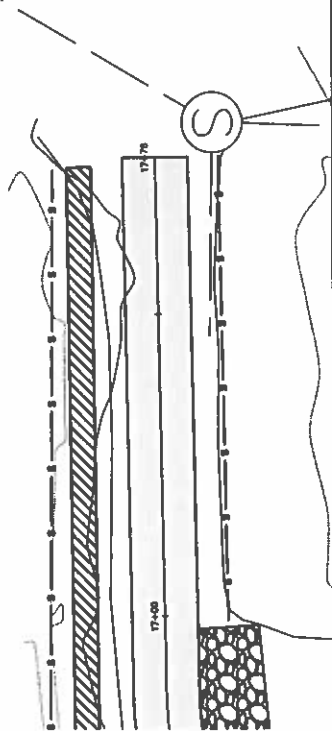
SHEET NO.

21 of 29

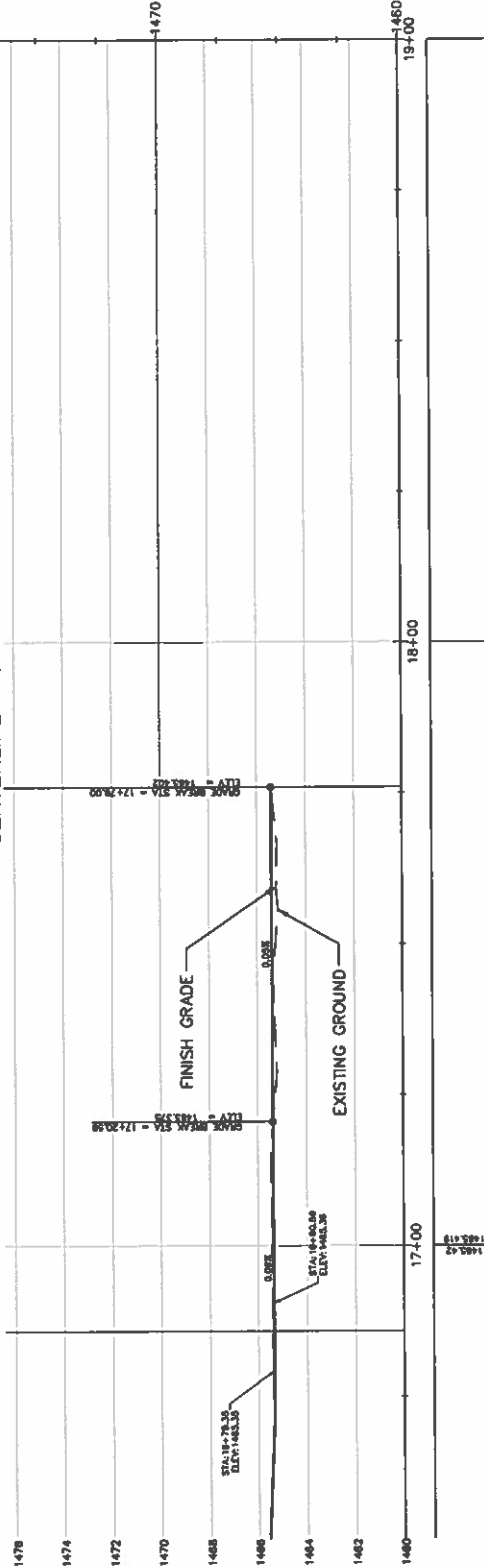
PLAN VIEW

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

WARNING
BEFORE DRIVING
CALL 800-552-1166
REQUIRED BY LAW



CENTERLINE PROFILE





BOLTON & MENK
Best People. Best Solutions.

88 28 Main Street
P.O. Box 781
Mountain Iron, MN 55168
Phone: 218-735-8914

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Date: _____
Lic. No. 48135

PROJECT NO. M04 02
DATE 11/26/24
DRAWN BY: LAB
CHECKED BY: AU

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

STREET RECONSTRUCTION
PLAN & PROFILE
SHEET

SHEET NO.

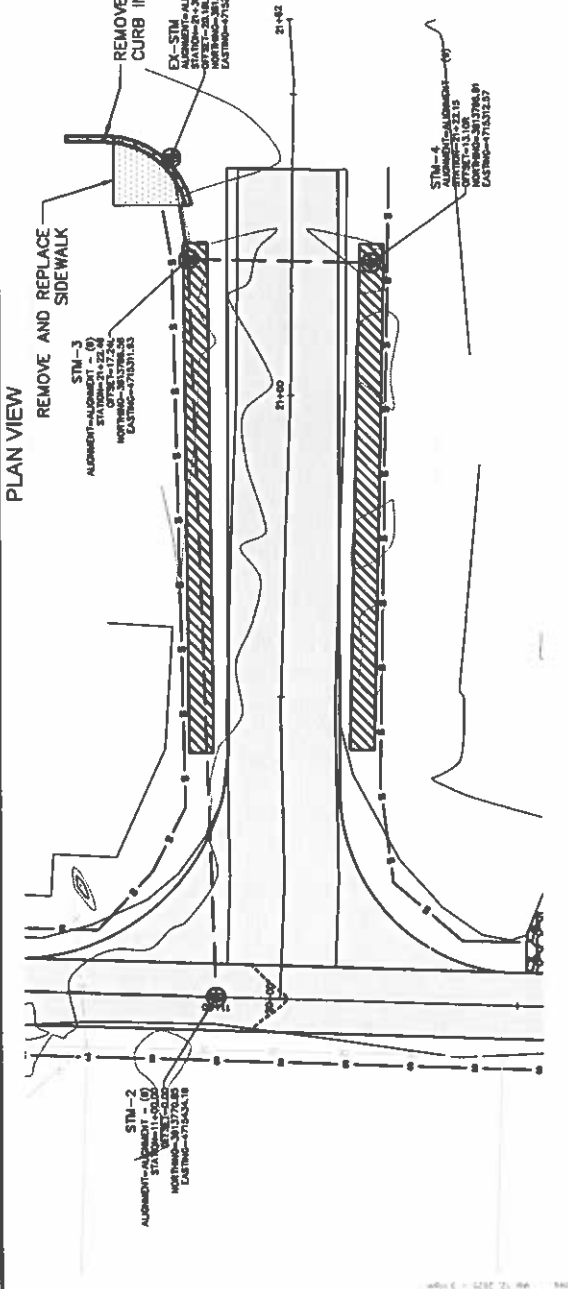
22 of 29

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

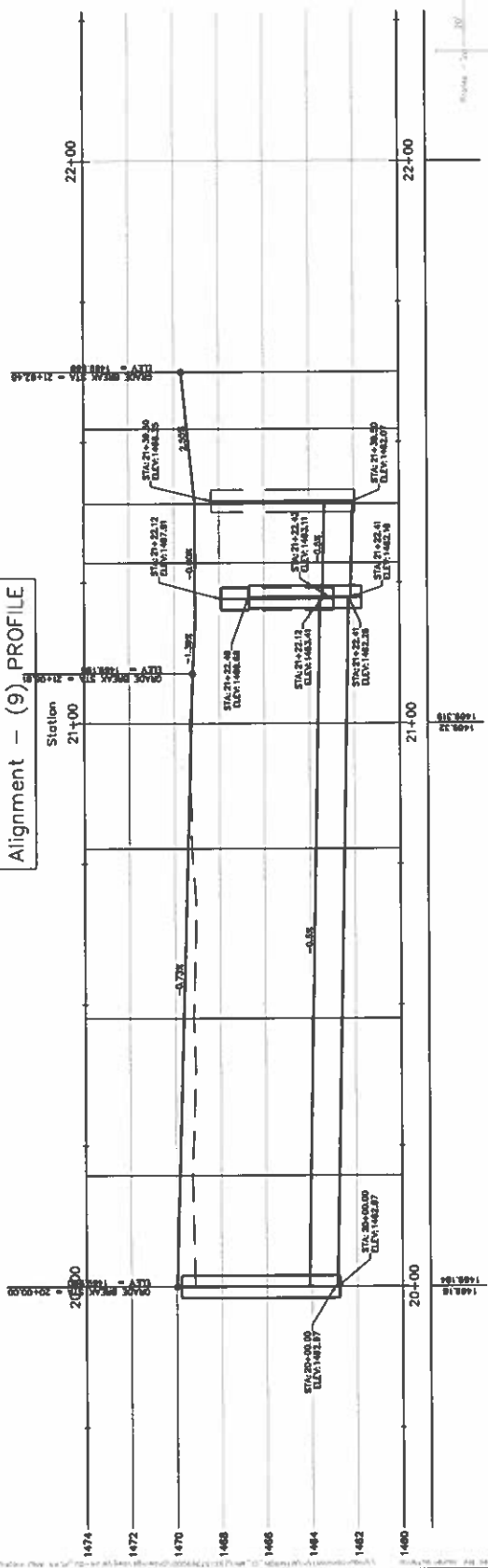
WARNING
BEFORE DIGGING
CALL 1-800-252-1166
REQUIRED BY LAW



- RETAINING WALL
- PROPOSED STORM
- PROPOSED CURB & GUTTER
- BO ROLL
- STORM MANHOLE
- MAIL BOX
- DITCH CLEANING
- CONSTRUCT GRAVEL DRIVE
- CONST. CONC. DRIVE/WALK
- CONSTRUCT BIT. PAVEMENT



CENTERLINE PROFILE
Alignment - (9) PROFILE





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88 1/2 Main Street
P.O. Box 761
Mountain Iron, MN 55268
Phone: 738-755-8914

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
Date: _____ Lic. No. 48185
Name: Alan J. Johnson

PRELIMINARY
NOT FOR CONSTRUCTION

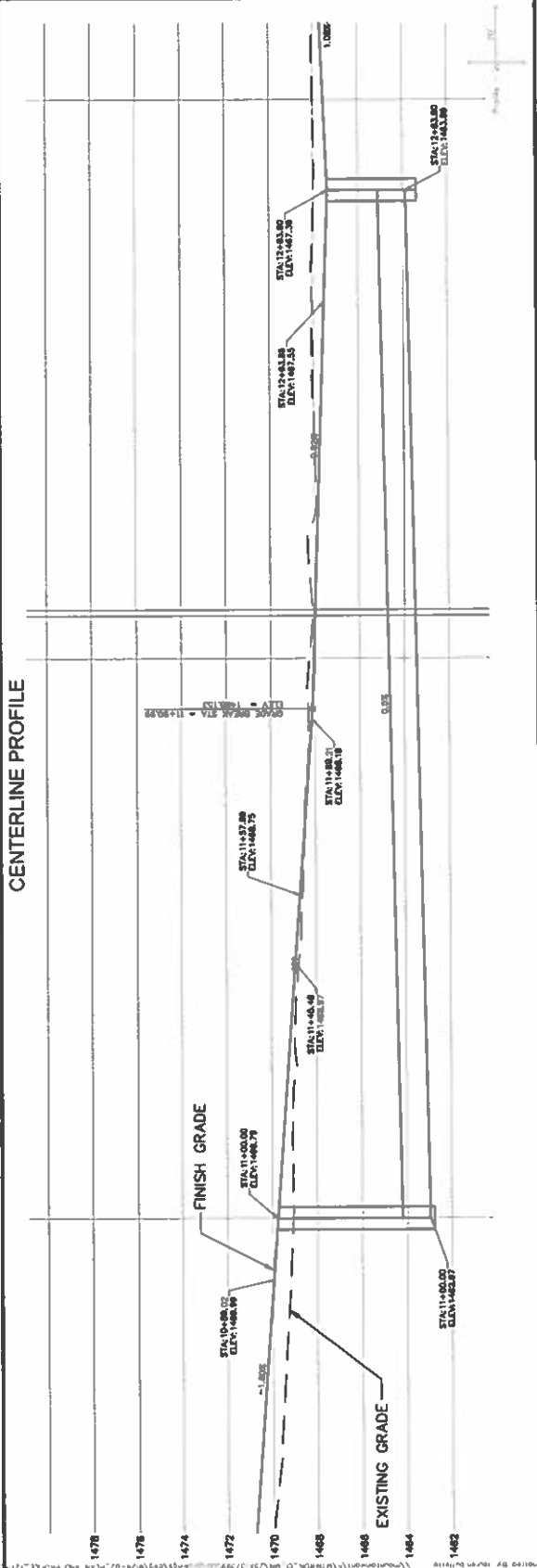
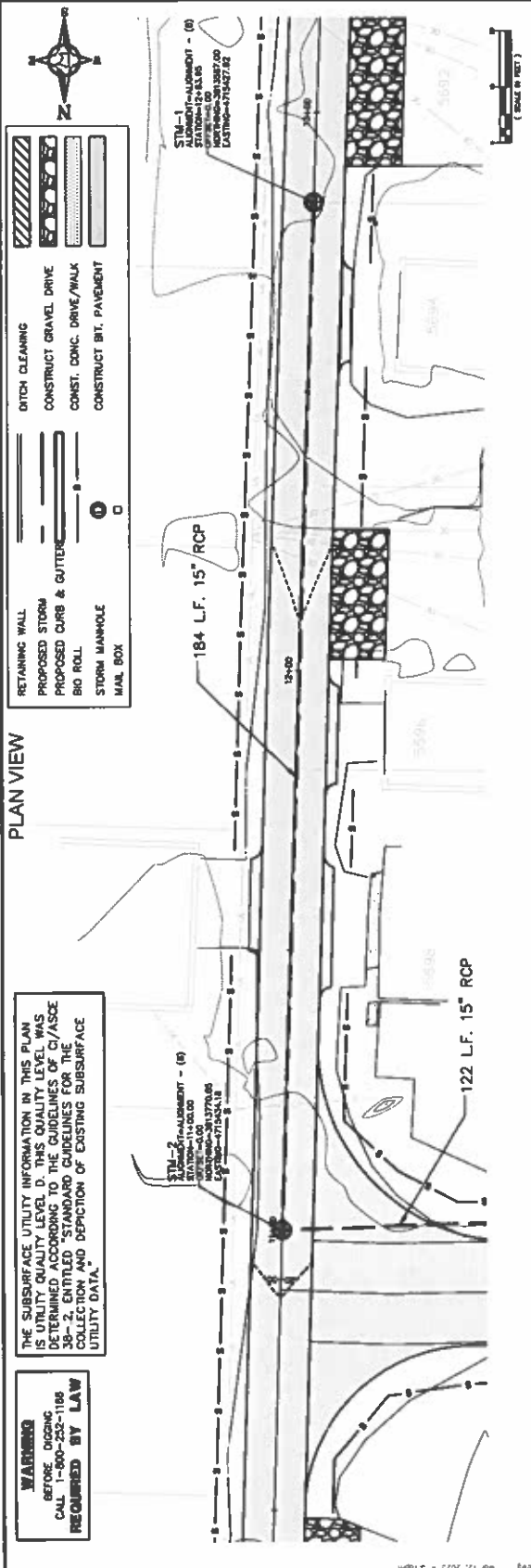
PROJECT NO. M13 02
DATE: 1/26/24
DRAWN BY: JAB
CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA
STORM
PLAN & PROFILE
SHEET

SHEET NO.
23 of 29





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88 1/2 Main Street
P.O. Box 791
Mountain Iron, MN 55768
Phone: 218-735-8914

Prepared by: [Signature]
Checked by: [Signature]
Date: [Date]

PROJECT NO. 1044.02
DATE: 10/20/04
DRAWN BY: LAB
CHECKED BY: AJF

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

**STORM
PLAN & PROFILE
SHEET**

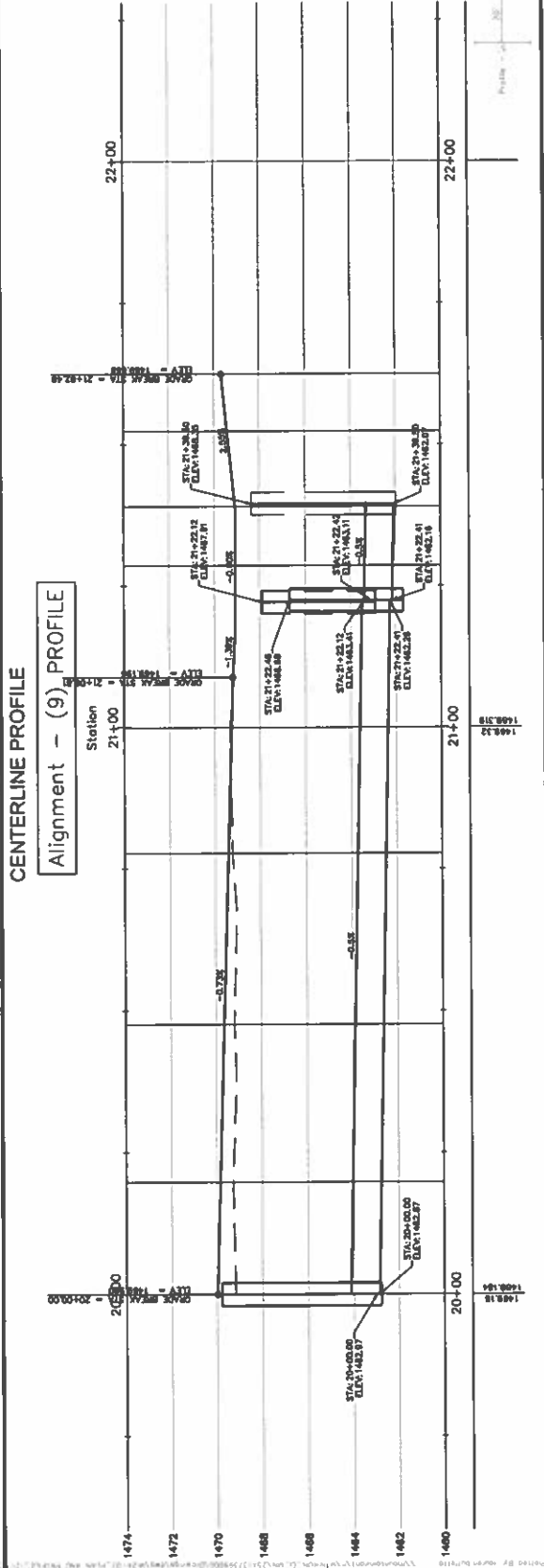
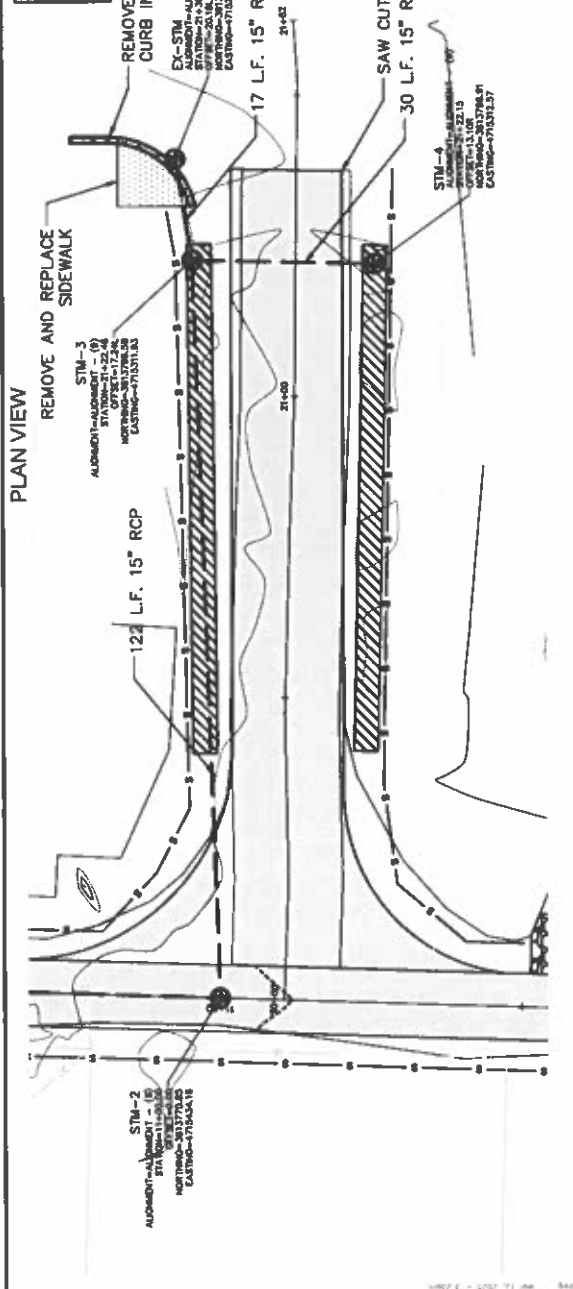
SHEET NO.
24 of 29

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CH/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE DESIGN AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

WARNING
BEFORE OCCUPANCY
CALL 1-800-232-1165
REQUIRED BY LAW



- RETAINING WALL
- PROPOSED STORM
- PROPOSED CURB & GUTTER
- BIO ROLL
- STORM MANHOLE
- MAN. BOX
- DITCH CLEARING
- CONSTRUCT GRAVEL DRIVE
- CONST. CONC. DRIVE/WALK
- CONSTRUCT BIT. PAVEMENT





BOLTON & MENK
Best People. Best Solutions.

8979 Main Street
P.O. Box 263
Mountain Iron, MN 55768
Phone: 218-735-8314

I hereby certify that the plans, specifications or report were prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER in the State of Minnesota.

Professional Seal
Alm J. Johnson
Lic. No. 48135

PROJECT NO: M24-02
DATE: 11/26/24
DRAWN BY: LAB
CHECKED BY: AU

DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

TRAFFIC CONTROL
PLAN

SHEET NO.

25 of X

TRAFFIC CONTROL NOTES

- ALL SIGNING INDICATED ON THIS TRAFFIC CONTROL PLAN, EXCEPT THOSE SIGNS WHICH ARE IN PLACE, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL APPROPRIATE SIGNING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE CONTRACT.
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO AND BE PLACED IN ACCORDANCE WITH THE LATEST VERSION OF THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE LATEST VERSION OF THE "MINNESOTA STANDARD SIGNS MANUAL".
- MAINTENANCE OF LOCAL AND THROUGH TRAFFIC IS THE RESPONSIBILITY OF THE CONTRACTOR. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED DURING ALL PERIODS OF CONSTRUCTION OPERATIONS. PROPERTY OWNERS SHALL HAVE ACCESS AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNING, PLASTIC DRUMS, AND BARRICADES FOR CHANNELIZATION OF TRAFFIC WITHIN THE CONSTRUCTION ZONE.
- THE CONTRACTOR SHALL RECEIVE COMPENSATION FOR ALL WORK DESCRIBED HEREIN ON THE BASIS OF A LUMP SUM PAYMENT FOR TRAFFIC CONTROL (2563.001).
- THE CONTRACTOR SHALL PLACE ADEQUATE PLASTIC DRUMS, WARNING SIGNS, AND BARRICADES WITHIN THE CONSTRUCTION ZONE TO PROTECT VEHICULAR TRAFFIC AND PEDESTRIAN TRAFFIC FROM CONSTRUCTION OPERATIONS. ADDITIONAL SIGNING MAY INCLUDE, BUT IS NOT LIMITED TO BUMP, DIP, LOOSE GRAVEL, ETC. THE NUMBER AND LOCATIONS OF TRAFFIC CONTROL DEVICES SHALL BE DETERMINED BY THE SEQUENCE OF THE CONTRACTOR'S OPERATIONS. TRAFFIC CONTROL DEVICES MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER.
- ALL WARNING SIGNS ARE TO BE 48" X 48" BLACK ON ORANGE WITH "DIAMOND GRADE WP" OR "TYPICAL PERFORMANCE" RETROREFLECTIVE SHEETING. ALL BLACK ON ORANGE WORK ZONE TRAFFIC CONTROL SIGNS SHALL BE TYPE I, AND TYPE II BARRICADES; DETOUR ROUTE MARKERS, AND ALL OTHER RIGID SIGNS INSTALLED TO CONTROL AND DIRECT TRAFFIC DURING CONSTRUCTION OPERATIONS SHALL BE CONSTRUCTED OF "DIAMOND GRADE WP" OR "HIGH PERFORMANCE" RETROREFLECTIVE SHEETING.
- THE CONTRACTOR SHALL FOLLOW THIS TRAFFIC CONTROL PLAN ALONG WITH SPECIFICATIONS 1401.1710, AND THE SPECIFICATIONS CONCERNING THE GUIDELINES FOR TRAFFIC CONTROL TREATMENT OF LONGITUDINAL JOINTS AND EDGE DROP-OFFS IN WORK ZONES.
- ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED OR COVERED AS SOON AS THEY ARE NO LONGER REQUIRED OR APPROPRIATE.
- THE INITIAL CONSTRUCTION SIGNING SHALL BE ERECTED PRIOR TO THE CONSTRUCTION OPERATIONS THAT WILL AFFECT THE TRAVELING PUBLIC.
- TYPE A (LOW INTENSITY) FLASHERS SHALL BE FURNISHED, INSTALLED, AND MAINTAINED ON ALL TYPE II BARRICADES AND ADVANCED WARNING SIGNS AS DETAILED IN THIS TRAFFIC CONTROL PLAN. ADDITIONAL FLASHERS SHALL BE FURNISHED AND INSTALLED ON SIGNS, BARRICADES, AND CHANNELIZERS AS NEEDED OR AS DIRECTED BY THE ENGINEER FOR TRAFFIC CONTROL THROUGH WORK ZONES WITHIN THE PROJECT LIMITS.
- FLAGGING SHALL BE REQUIRED WHEN WORK IS AT THE EDGE OF THE DRIVING LANE TO PROTECT TRAFFIC FROM PAVING OPERATIONS. FLAGGING SHALL BE IN ACCORDANCE WITH THE PERTINENT LAYOUTS SHOWN IN PART VI OF THE MUTCD INCLUDING THE CURRENT FIELD MANUAL. ALL SUCH WORK RELATED TO FLAGGING, INCLUDING FLAGPERSONS, SHALL BE CONSTRUCTED TO BE INCLUDED IN THE LUMP SUM PAYMENT FOR TRAFFIC CONTROL (2563.001).
- THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF SIGNING AND A TRAFFIC CONTROL PLAN FOR MAINTAINING AND PROTECTING TRAFFIC THROUGH WORK AREAS WITHIN THE CONSTRUCTION ZONE. ALL TRAFFIC CONTROL PLANS AND SIGNING SHALL CONFORM TO THE MUTCD INCLUDING PART VI AND THE CURRENT FIELD MANUAL. THIS PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AT THE PRECONSTRUCTION CONFERENCE.
- TEMPORARY LANE CLOSURES BY THE CONTRACTOR WILL BE PERMITTED DURING THOSE HOURS AND AT THOSE LOCATIONS APPROVED BY THE ENGINEER IN ACCORDANCE WITH THE PERTINENT LAYOUTS SHOWN IN PART VI OF THE MUTCD. ALL SUCH WORK RELATED TO THE CLOSURES, INCLUDING FLAGPERSONS, SHALL BE CONSTRUCTED TO BE INCLUDED IN THE LUMP SUM PAYMENT UNDER ITEM NO. 2563.001 (TRAFFIC CONTROL). FLAGGERS SHALL USE TWO-WAY RADIOS FOR COMMUNICATION.
- ONLY SIGNS, BARRICADES, VERTICAL PANELS, DRUM-LIKE CHANNELIZERS, AND CONES THAT MEET THE REQUIREMENTS OF "QUALITY STANDARDS FOR WORK ZONE TRAFFIC CONTROL" AS OUTLINED IN THE CURRENT FIELD MANUAL SHALL BE USED ON THIS PROJECT. WORK SHALL NOT BEGIN UNTIL A DETERMINATION HAS BEEN MADE THAT THE TRAFFIC CONTROL DEVICES MEET THE QUALITY REQUIRED IN THIS STANDARD. COMPLIANCE WITH THIS REQUIREMENT, IN ACCORDANCE WITH THE FORDGING, SHALL BE CONSIDERED INCIDENTAL WORK AND NO DIRECT COMPENSATION WILL BE MADE THEREOF.
- SIGNING SHALL NOT BE MOUNTED ON EXISTING SIGNS OR SIGNPOSTS. THEY SHALL BE MOUNTED ON THEIR OWN SIGN POSTS FURNISHED AND INSTALLED BY THE CONTRACTOR.

SIGN NO.	MESSAGE	SIZE	PLAN STM	NO SIGN REQ.	NO PLAN STM REQ.	TRAFFIC CONTROL - LUMP SUM
W20-1		48" x 48" B.L. ON ORANGE	1	3	1	48" x 36" B.L. ON ORANGE
W20-3		48" x 48" B.L. ON ORANGE	1	4	1	
TYPE II BARRICADES		TEMPORARY 48" FLASHERS DOUBLE SIDED		4		
TRAFFIC CONTROL DEVICES MAY VARY DEPENDING ON THE SCOPE OF THE WORK ZONE.						
REFLECTORIZED DRUM TYPE CHANNELIZING DEVICE						
TYPE I FLASHER						
TYPE II BARRICADE						
VAR.						
VAR.						



BOLTON & MENK
Road People. Road Solutions.

8875 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8914

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER in the State of Minnesota.

Professional Engineer
Alan J. Johnson
Lic. No. 48385
Date:

PROJECT NO: M24-02
DATE: 11/26/24
DRAWN BY: LAB
CHECKED BY: AU

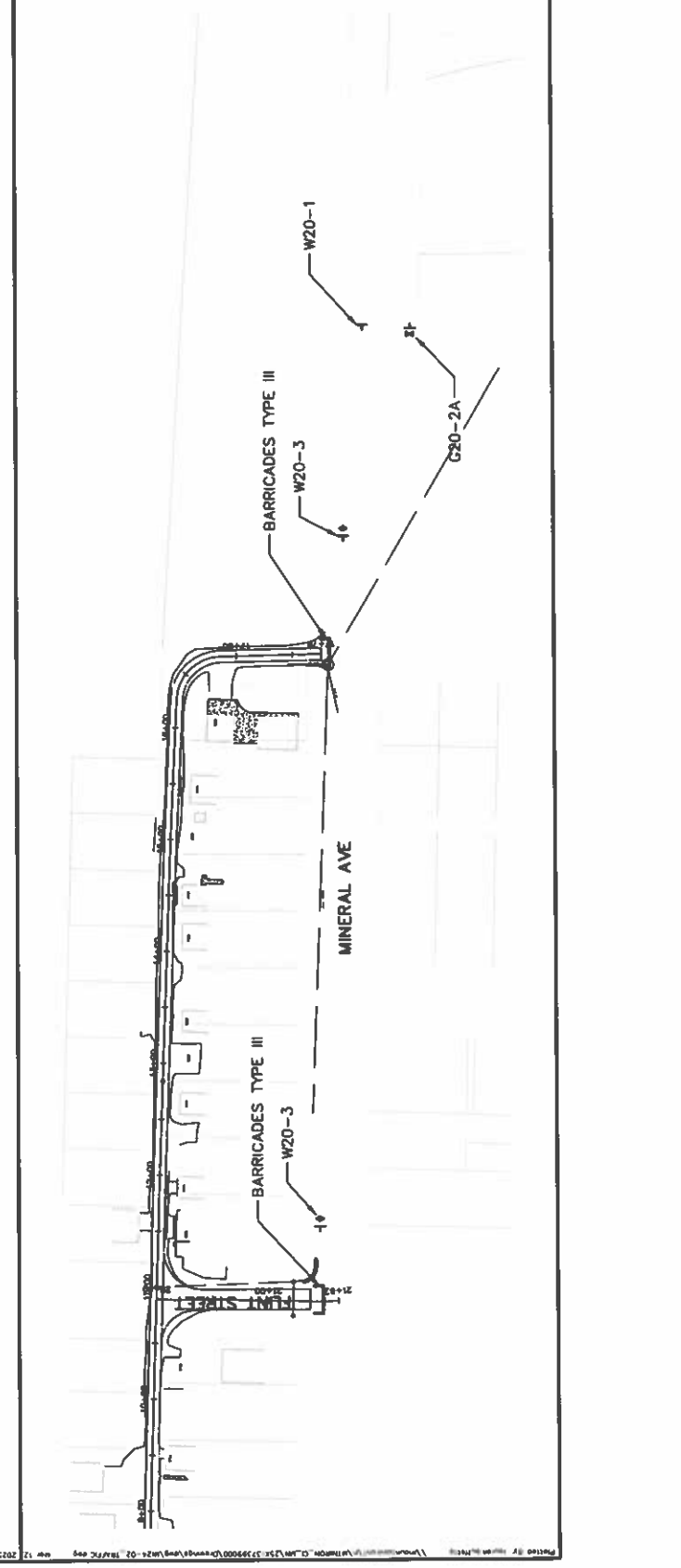
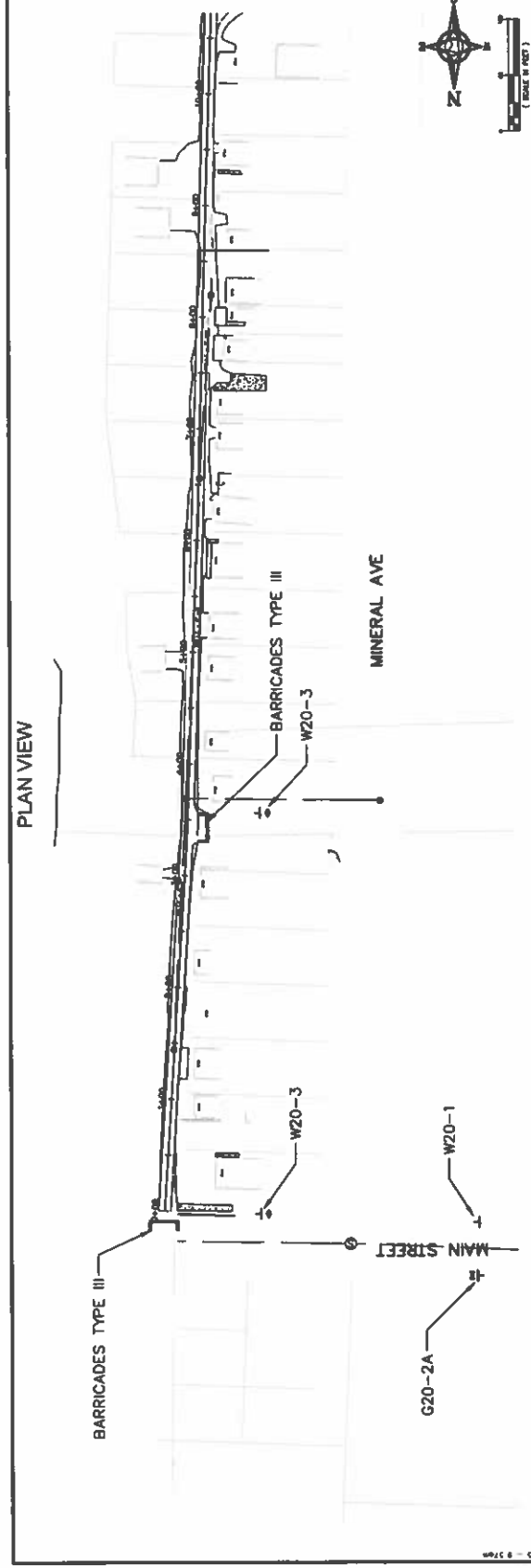
DATE	REVISIONS	DESCRIPTION

MINERAL AVENUE
ALLEY IMPROVEMENTS

MT IRON, MINNESOTA

TRAFFIC CONTROL
PLAN

SHEET NO.
26 of **X**





CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

RESOLUTION NUMBER 03-25

DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF REPORT

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

1. A certain petition requesting the improvement of Enterprise Drive South, as identified the attached exhibit by the installation of infrastructure and the construction of a road, filed with the council March 17, 2025, is hereby declared to be signed by the required percentage of owners of property affected thereby. This declaration is made in conformity to Minn. Stat. § 429.035.
2. The petition for proposed Improvement is hereby referred to Bolton and Menk and that engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

DULY ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF MARCH, 2025.

Mayor Peggy Anderson

ATTEST:

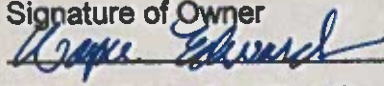
City Administrator

1. **Petition For Local Improvements (100 percent of property owners)**

Mountain Iron, Minnesota March 17, 2025

To the City Council of Mountain Iron, Minnesota:

We, all owners of real property abutting on Enterprise Drive South, as identifies in the attached exhibit hereby petition that such street be improved by the installation of infrastructure and the construction of a road pursuant to Minnesota Statutes, Chapter 429, and that the city assess the entire cost of the improvement against our property described below and hereby agree to pay the entire cost as apportioned by the city.

	Signature of Owner	Description of Property
1.		
2.	Wayne Edwards - Silver Spur LLC	See Attachment Exhibit A
3.		
4.		

Petition is null and void until Conditional Use Permit is issued by the City of Mt. Iron and Parcel 175-0071-00901 is sold to ISD 6076 (i.e. Northland Learning Center)

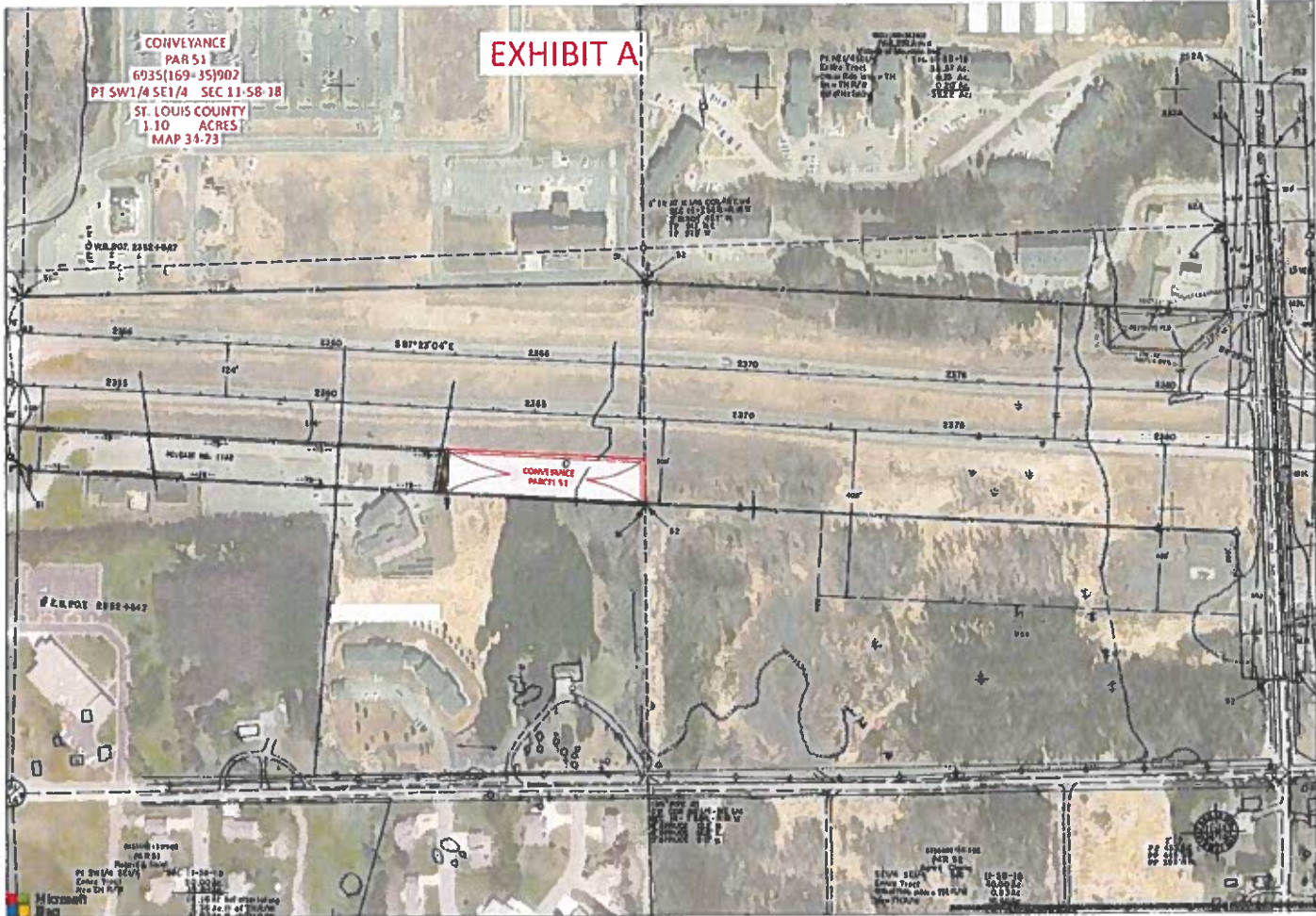
Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.



City Administrator

CONVEYANCE
PAR 51
6935(169-35)902
PT SW1/4 SE1/4 SEC 11-58-18
ST. LOUIS COUNTY
1.10 ACRES
MAP 34-73

EXHIBIT A



CONVEYANCE
 PAR 51
 6935(169+35)902
 PT SW1/4 SE1/4 SEC 11-58-18
 ST. LOUIS COUNTY
 1.10 ACRES
 MAP 34-73

EXHIBIT A

6935(169+35)902
 R/P 1228+04
 V. 1/2 of 1/4 of 1/4 of 1/4
 P. 1/4 of 1/4 of 1/4 of 1/4
 Sec 11-58-18
 1.10 AC
 0.00 AC
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 SEC 11-58-18-18
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WB POT. 2352+547

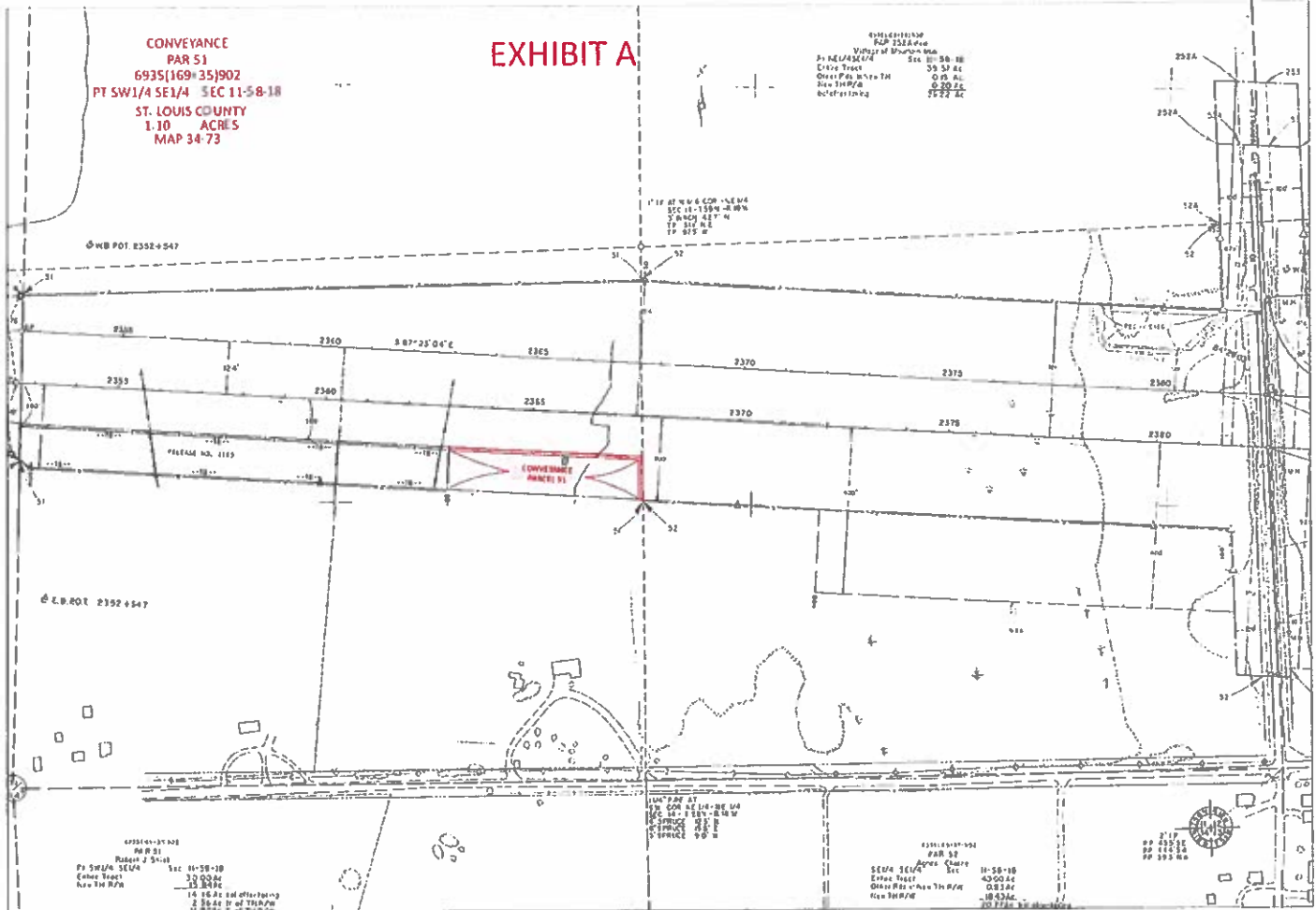
E.B. POT. 2352+547

6935(169+35)902
 PAR 51
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 Sec 11-58-18
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 SEC 11-58-18-18
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6935(169+35)902
 PAR 51
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 1.10 AC

6935(169+35)902
 PAR 51
 P. 1/4 of 1/4 of 1/4 of 1/4
 Sec 11-58-18
 1.10 AC
 0.00 AC
 0.20 AC
 1.10 AC



ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (“Agreement”) is made and entered into by and between the City of Mountain Iron, a Minnesota municipal corporation (the “City”) and Northland Learning Center, a Minnesota special education cooperative (“NLC”), collectively, the “Parties” or individually, a “Party.”

RECITALS

WHEREAS, the City is the fee owner of a parcel of land identified as PID 175-0071-00905 (“City Parcel No. 1”). The City Parcel No. 1 is commonly known as 8586 Enterprise Drive South, Mountain Iron, Minnesota. City Parcel No. 1 is legally described in the attached Exhibit A and made a part of hereof; and

WHEREAS, the City is the fee owner of a parcel of land legally described and depicted in the attached Exhibit A (hereafter referred to as “Tract A”). Tract A is contiguous to City Parcel No. 1 and to the Sliver Spur Parcel (defined below). City Parcel No. 1 and Tract A may periodically be referred to collectively as the “Parcels;” and

WHEREAS, NLC has entered into negotiations with Sliver Spur, LLC (“Sliver Spur”) to purchase all of Sliver Spur’s right, title and interest in a parcel of vacant land consisting of approximately 2.56 acres and identified as PID 175-0071-00901 (the “Sliver Spur Parcel”). The Sliver Spur Parcel is commonly known as 8580 Enterprise Drive South, Mountain Iron, Minnesota. The Sliver Spur Parcel is contiguous with the Parcels.

WHEREAS, upon the closing of the purchase and sale transaction with Sliver Spur, NLC intends to construct a new education facility on the Sliver Spur Parcel which shall be used by NLC to provide special education, alternative general education, early intervention, transitional programming and administration services in support of its member school districts; and

WHEREAS, the Sliver Spur Parcel is presently land-locked; accordingly, in order to acquire marketable title to that property and to commence and complete the school building project, it is necessary for NLC to secure easement rights for access and utilities from the City; and

WHEREAS, the City now desires to create easements over, under and across the Parcels for access and utility purposes for the benefit of the Sliver Spur Parcel in accordance with terms set forth below.

TERMS OF EASEMENTS

NOW, THEREFORE, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above hereby incorporated herein and made part of this Agreement.

2. **Owner.** For purposes of this Agreement, the term "Owner" shall be defined to mean one or more persons or entities holding a fee simple interest, or a recorded vendee's interest, in either City Parcel No. 1 or Tract A, or any portion thereof; provided, however, that the term "Owner" shall not include any holder of a lien secured by all or part of one or more of City Parcel No. 1 or Tract A, unless and until such lien holder acquires ownership in fee by foreclosure, deed in lieu of foreclosure or otherwise.

3. **Authorized Parties.** For purposes of this Agreement, the term "Authorized Parties" shall be defined to mean the Owner of the City Parcel No. 1 and Tract A, NLC and their respective successors, assigns, devisees, agents, employees, contractors, customers, guests, tenants, subtenants, licensees and invitees.

4. **Grant of Access Easement.** The Owner hereby grants and conveys to NLC a perpetual, non-exclusive easement on, over and across the Parcels that is legally described on **Exhibit B** and depicted in **Exhibits C-1 to C-3** (the "**Access Easement Area**") for vehicular (including, without limitation, automobiles, school buses, vans, trucks (including, without limitation, pickup trucks, box trucks and semi-trailer trucks), delivery vehicles, construction equipment, snow plows, fire engines, police vehicles, ambulances and all other types of personal, commercial and emergency vehicles) and pedestrian ingress, egress and driveway purposes for the benefit of the Sliver Spur Parcel (the "**Access Easement**"). The Access Easement is appurtenant to City Parcel No. 1 and Tract A.

5. **Use, Maintenance and Repair of the Access Easement Area.**

(a) **General Terms.** The Access Easement shall at all times be for the non-exclusive use and benefit of NLC and its Authorized Parties. The Owner shall not erect, install or maintain any barriers, fences, walls, ditches, barricades or other structures or obstacles on or anywhere within the Access Easement Area which would burden or interfere with, impede, slow, divert or in any way prevent pedestrian or vehicular traffic from passing within, through or across the Access Easement Area, except as may be necessary or required from time to time for Maintenance and Repair Work (as defined below).

(b) **Maintenance and Repair of the Access Easement Area.** The Owner shall be responsible for performing and paying for all necessary maintenance, repairs and replacements of the portion of the Access Easement Area located on its property, including,

without limitation: (a) regular sweeping and removal and disposal of all trash and debris; (b) removal of snow and ice accumulations; (c) repair, replacement, sweeping, striping, patching and seal coating of paved areas; (d) the installation of traffic and directional signs, lines and markings as may be needed for traffic regulation; and (e) mill and overlay of paved areas (collectively, the "Maintenance and Repair Work"). Notwithstanding the foregoing, NLC shall be responsible for performing, at its sole expense, any repairs or replacements to the Access Easement Area that are caused by the negligence or willful misconduct of NLC or its Authorized Parties.

(c) **No Parking Rights.** The Access Easement Area shall be kept open at all times and the Owner shall not permit any vehicle to be parked or any obstruction of any kind to exist in the Access Easement Area that will in any way prevent or obstruct pedestrian and vehicular traffic to and from the Sliver Spur Parcel, or obstruct access to or parking on the Sliver Spur Parcel.

(d) **Relocation of Access Easement Area.** The Owner shall not make changes to or relocate the Access Easement Area without the prior written approval of NLC.

6. **Grant of Utility Easement.** The Owner hereby grants and conveys to NLC a perpetual, non-exclusive easement on, over, under and across City Parcel No. 1 and Tract A that is legally described and depicted on **Exhibit B** and **Exhibits C-1 to C-3** (the "**Utility Easement Area**") for the installation and ongoing operation, maintenance, repair and replacement of one or more natural gas lines and equipment (or other heating fuel lines), one or more electric lines and equipment, one or more water lines and equipment, one or more sanitary sewer lines and equipment, one or more storm sewer lines and equipment, and one or more telecommunications lines and equipment (including, without limitation, telephone, internet, cable television and all other forms of telecommunication lines whether in existence now or in the future), all for the benefit of the Sliver Spur Parcel (the "**Utility Easement**"). The Utility Easement is appurtenant to City Parcel No. 1 and Tract A.

7. **Use, Maintenance and Repair of the Utility Easement Area.**

(a) **General Terms.** Any related utility lines, utility piping or utility equipment located within the Utility Easement shall be individually referred to as a "**Utility Line**" and collectively referred to as "**Utility Lines.**" The Utility Lines shall be underground, except in the event of an emergency in which case temporary above ground Utility Lines are permitted for up to sixty (60) days. The Utility Easement shall at all times be for the use and benefit of NLC, its Authorized Parties and any utility companies and their employees providing service by way of any of the Utility Easement. Notwithstanding the foregoing, nothing in this Agreement shall prevent, and there is hereby reserved to the Owner the right to install, use, operate, maintain, repair and replace, from time to time, improvements on City Parcel No. 1 and Tract A, including, without limitation, buildings or other structures, paved parking areas and drive aisles, sidewalks, curbing, landscaping, or Utility Lines within the Utility Easement for the benefit of the Owner provided that the Owner shall not install any buildings or other structures within the Utility Easement Area

that would adversely and materially impact NLC's use of the Utility Easement for the purposes contained herein.

(b) **Maintenance and Repair of the Utility Lines and Utility Easement Area.** All maintenance, repairs and replacement of the Utility Lines and all maintenance and repairs to the Utility Easement Area shall be in accordance with the Maintenance Standard. In the event the Owner or its Authorized Parties damages, performs excavations or otherwise disturbs any Utility Lines, the Utility Easement Area, or any improvements on the Sliver Spur Parcel, in the course of maintenance, repair, replacement, or other activity or usage of the Utility Easement Area, that party shall promptly restore the damaged, excavated or disturbed area or improvements to substantially the same condition as existed immediately prior to the damage, excavation or disturbance. Except as otherwise provided in this Section 7, NLC shall be responsible for performing and paying for all necessary maintenance, repairs and replacements of the Utility Lines that exclusively service the Sliver Spur Parcel. If a Utility Line services the Sliver Spur Parcel and City Parcel No. 1 and Tract A, then the costs of necessary maintenance, repairs and replacements of the Utility Line shall be apportioned among the Owner and NLC on a pro rata basis.

(c) **Relocation of Utility Easement Area.** Each Party may, in its discretion and without approval from any other Party, make changes to and relocate the Utility Easement Area and Utility Lines, in whole or in part (and all costs associated with such relocation shall be borne by the Party implementing such relocation). In the event of such relocation by the Owner, the Owner shall grant NLC a substitute easement for like purpose running from the City Parcel No. 1 and Tract A to the Sliver Spur Parcel, which relocation shall be documented in writing as an amendment to this Agreement and contemporaneously recorded on the applicable land records. Until construction of the relocated Utility Easement Area is complete, the original Utility Easement Area shall remain substantially intact, save and except for temporary periods if construction is required in the original Utility Easement Area associated with the construction of the new, substitute Utility Easement Area. All terms and conditions of this Agreement relating to the Utility Easement shall apply to the relocated Utility Easement Area.

8. **Assignment.** Owner shall not have the right to assign all or any portion of its rights, benefits, duties or obligations under this Agreement except in connection with a transfer or conveyance by Owner of its interest in its respective Parcel.

9. **Remedies.** If the Owner shall fail to perform any provision of this Agreement, NLC shall give the Owner written notice of such default and the Owner shall have thirty (30) days to cure the default, except in the event of an emergency when only such prior notice as is reasonable under the circumstances shall be required. If such default is not cured within thirty (30) days (or shorter period in the event of an emergency) after written notice, NLC may (a) institute legal proceedings for full and adequate relief (at law or in equity) from the consequences of the default or threatened default, or (ii) cure the default for and on behalf of and at the expense of the Owner pursuant to Section 10, below.

10. **Self-Help Remedies.** If the Owner shall default with respect to any of its obligations set forth in this Agreement and shall fail within thirty (30) days after receipt of written notice, then NLC shall have the right, at its election, but not its obligation, and in addition to such other rights and remedies as may be available at law or in equity, to cure such default for the account of the Owner, and shall be reimbursed by the Owner for the reasonable costs and expenses so incurred (including reasonable attorneys' fees and costs) within ten (10) days of receipt of written demand for payment, together with reasonable documentation substantiating the costs and expenses. In the event of an emergency, no prior notice shall be required to be given by the Owner prior to exercising its remedies hereunder so long as NLC provides written notice of such emergency to the Owner promptly upon completion of cure. The Owner hereby grants to NLC a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the Parcels (excluding the right to enter in or upon any buildings on such Parcels) for all purposes reasonably necessary to enable NLC (acting directly or through agents, contractors or subcontractors) to perform any of the terms, provisions, covenants or conditions of this Agreement which the Owner shall have failed to perform, after written notice and the cure period set forth above.

11. **Notice.** Any notice required or permitted pursuant to this Agreement will be in writing and delivered by (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; or (c) U.S. mail, certified mail, return receipt requested and postage prepaid. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

Notice to **NLC** is to be sent to:

Northland Learning Center
ATTN: Executive Director
1201 13th Avenue S.
Virginia, MN 55792

Notice to the **Owner** is to be sent to:

City of Mountain Iron
ATTN: City Manager
8586 Enterprise Drive S.
Mountain Iron, MN 55768

12. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with law of the State of Minnesota. The venue for the adjudication of any dispute concerning this Agreement shall be a court of competent jurisdiction in either the St. Louis County District Court, Minnesota or the United States District for the District of Minnesota.

13. **Enforcement.** The failure to enforce any provision of this Agreement, at any time, shall not constitute a waiver of the right to thereafter enforce any such provision or any other provision of this Agreement.

14. **Binding Effect.** The provisions of this Agreement shall constitute covenants running with and be binding upon City Parcel No. 1 and Tract A, as the case may be, and shall inure to the benefit of and be binding upon the Parties and their successors and assigns in title, and any other party acquiring all or any portion of any of the Parcels or any interest therein whether by operation of law or other means.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

16. **Exhibits.** Each reference herein to an exhibit refers to the applicable exhibit that is attached to this Agreement. All such exhibits constitute a part of this Agreement and by this reference are expressly made a part hereof.

17. **Amendments; Cancellation.** No amendments or modifications to this Agreement shall be effective without the prior written consent of the Owner and NLC at the time of such amendment or modification. This Agreement may be canceled or terminated only by the execution and recordation of a written instrument signed by the Owner and NLC at the time of such cancellation or termination.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of execution by the last party to sign.

(The remainder of this page left intentionally blank).

CITY OF MOUNTAIN IRON

By: _____
Peggy Anderson, Mayor

Date: _____

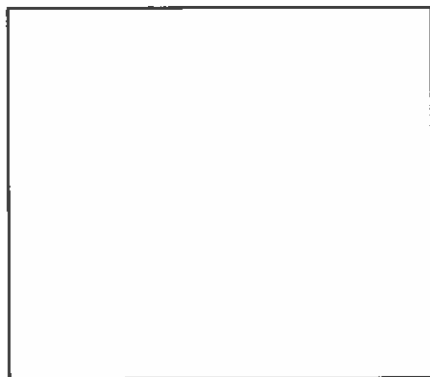
By: _____
Craig J. Waino, City Manager

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Mayor and the City Manager, respectively, of the City of Mountain Iron, a Minnesota municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____




Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A

Legal Description of the City Parcel No. 1 and Tract A

EXHIBIT A	
PREMISES	
The North Half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 58 North, Range 18 West, St. Louis County, Minnesota; which lies southerly of a line run parallel with and distant 100 feet southerly of Line 1 described below and northerly of Line 2 described below:	
LINE 1.	Beginning at a point on Line 3 described below, distant 1300 feet easterly of its point of termination, thence run westerly along said Line 3 for 1300 feet and there terminating.
LINE 2.	Beginning at a point distant 100 feet southerly (measured at right angles) of a point on Line 3 described below, distant 100 feet easterly of its point of termination, thence run southeasterly to a point distant 200 feet southerly (measured at right angles) of a point on said Line 3, distant 300 feet easterly of its point of termination; thence run easterly parallel with said Line 3 for 1000 feet, thence northerly at right angles to an intersection with Line 1 described above and there terminating.
LINE 3.	Beginning at a point on the east line of Section 12, Township 58 North, Range 18 West, distant 568.8 feet north of the southeast corner thereof; thence run westerly at an angle of 87 degrees 46 minutes 00 seconds from said east section line (measured from south to west) for 1778.8 feet, thence deflect to the right on a 00 degree 30 minute 00 second curve (delta angle 07 degrees 51 minutes 12 seconds) for 1570.7 feet, thence on tangent to said curve for 5254.1 feet and there terminating.
PER DOCUMENT 912224	
AND ALSO	
That part of the North Half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 58 North, Range 18 West, St. Louis County, Minnesota; which lies northerly of Line 1 described below and southerly of a line run parallel with and distant 100 feet northerly of said Line 1;	
Line 1.	Beginning at a point distant 100 feet southerly (measured at right angles) from a point on Line A described below, distant 100 feet easterly of its point of termination, thence run southeasterly to a point distant 200 feet southerly (measured at right angles) from a point on said Line A, distant 300 feet easterly of its point of termination, thence run easterly parallel with said Line A for 1700 feet and there terminating.
LINE A.	Beginning at a point on the east line of Section 12, Township 58 North, Range 18 West, said County, distant 568.8 feet north of the southeast corner thereof, thence run westerly at an angle of 87 degrees 46 minutes with said east section line (when measured from south to west) for 1778.8 feet, thence deflect to the right on a 00 degree 30 minute curve (delta angle 07 degrees 51 minutes 12 seconds) for 1570.7 feet; thence on tangent to said curve for 5254.1 feet and there terminating.
PER DOCUMENT 1498817	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Premises Tax PID = 175-0071-00905 </div>	
©Bolton & Menk, Inc 2025, All Rights Reserved	
CERTIFICATE OF EASEMENT MOUNTAIN IRON, MINNESOTA	THAT PART OF THE N 1/2 OF SW 1/4 OF SE 1/4, SECTION 11, TOWNSHIP 58 NORTH, RANGE 18 WEST, ST. LOUIS COUNTY, MINNESOTA
 BOLTON & MENK	4960 MILLER TRUNK HWY SUITE 550 DULUTH, MN 55811 (218) 729-5939
FOR: ICS SILVER SPUR, LLC	
JOB NUMBER 24X13546000 FIELD BOOK SEE FILE DRAWN BY: JPB	

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EXHIBIT B

Legal Description of the Access Easement Area and the Utility Easement Area

EXHIBIT B

EASEMENT

That part of the North Half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 58 North, Range 18 West, St. Louis County, Minnesota, which lies southerly of a line run parallel with and distant 100 feet southerly of Line 2 and northerly of Line 1 described below:

- LINE 1.** Commencing at the point of termination of Line 2 described below, thence on an assigned bearing of South 86 degrees 54 minutes 36 seconds East, along said Line 2, a distance of 300.00 feet, thence South 03 degrees 05 minutes 24 seconds West 200.00 feet to the point of beginning of line to be described, thence North 86 degrees 54 minutes 36 seconds West, parallel with said Line 2, a distance of 26.92 feet, to the west line of said Southwest Quarter of the Southeast Quarter, thence South 86 degrees 54 minutes 36 seconds East, a distance of 132.96 feet, thence North 31 degrees 25 minutes 07 seconds East 62.52 feet, thence South 86 degrees 54 minutes 36 seconds East 861.22 feet, thence South 03 degrees 10 minutes 56 seconds West 55.03 feet to a line 200.00 feet south of and parallel with said Line 2, thence South 86 degrees 54 minutes 36 seconds East, along said parallel line, 479.04 feet to the east line of said North Half of the Southwest Quarter of the Southeast Quarter said line there terminating.
- LINE 2.** Beginning at the southeast corner of Section 12, Township 58 North, Range 18 West, thence North 02 degrees 31 minutes 48 seconds West, an assumed bearing, along the east line of said Section 12, a distance of 568.8 feet, thence South 85 degrees 14 minutes 12 seconds West, a distance of 1778.8 feet, thence westerly 1570.70 feet, along a tangential curve concave to the north, having a central angle of 07 degrees 51 minutes 12 seconds, and a radius of 11,459.19 feet, thence North 86 degrees 54 minutes 36 seconds West, tangent to last described curve, a distance of 5254.10 feet said line there terminating.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

DRAFT

03-05-2025
 Joshua Barsness Date
 License Number 62289

Premises Tax PID =
 175-0071-00905

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CERTIFICATE OF EASEMENT MOUNTAIN IRON, MINNESOTA



BOLTON
& MENK

4960 MILLER TRUNK HWY
 SUITE 550
 DULUTH, MN 55811
 (218) 729-5939

THAT PART OF THE N 1/2 OF SW 1/4 OF SE 1/4, SECTION
 11, TOWNSHIP 58 NORTH, RANGE 18 WEST,
 ST. LOUIS COUNTY, MINNESOTA

FOR: ICS
 SILVER SPUR, LLC

JOB NUMBER: 24X135466000

FIELD BOOK: SEE FILE

DRAWN BY: JPB

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EXHIBIT C-1

Depiction of the Access Easement Area and the Utility Easement Area

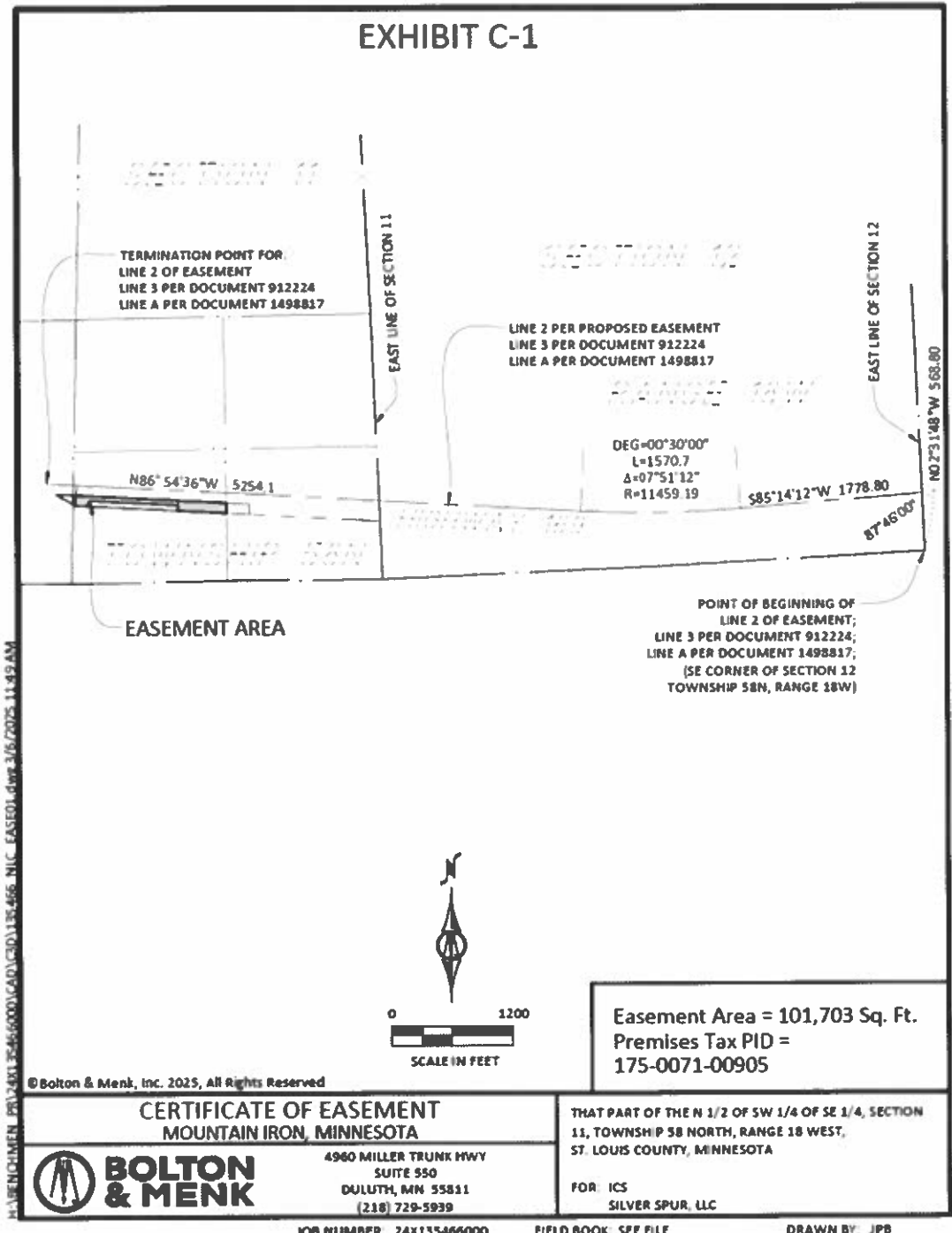


EXHIBIT C-2

Depiction of the Access Easement Area and the Utility Easement Area

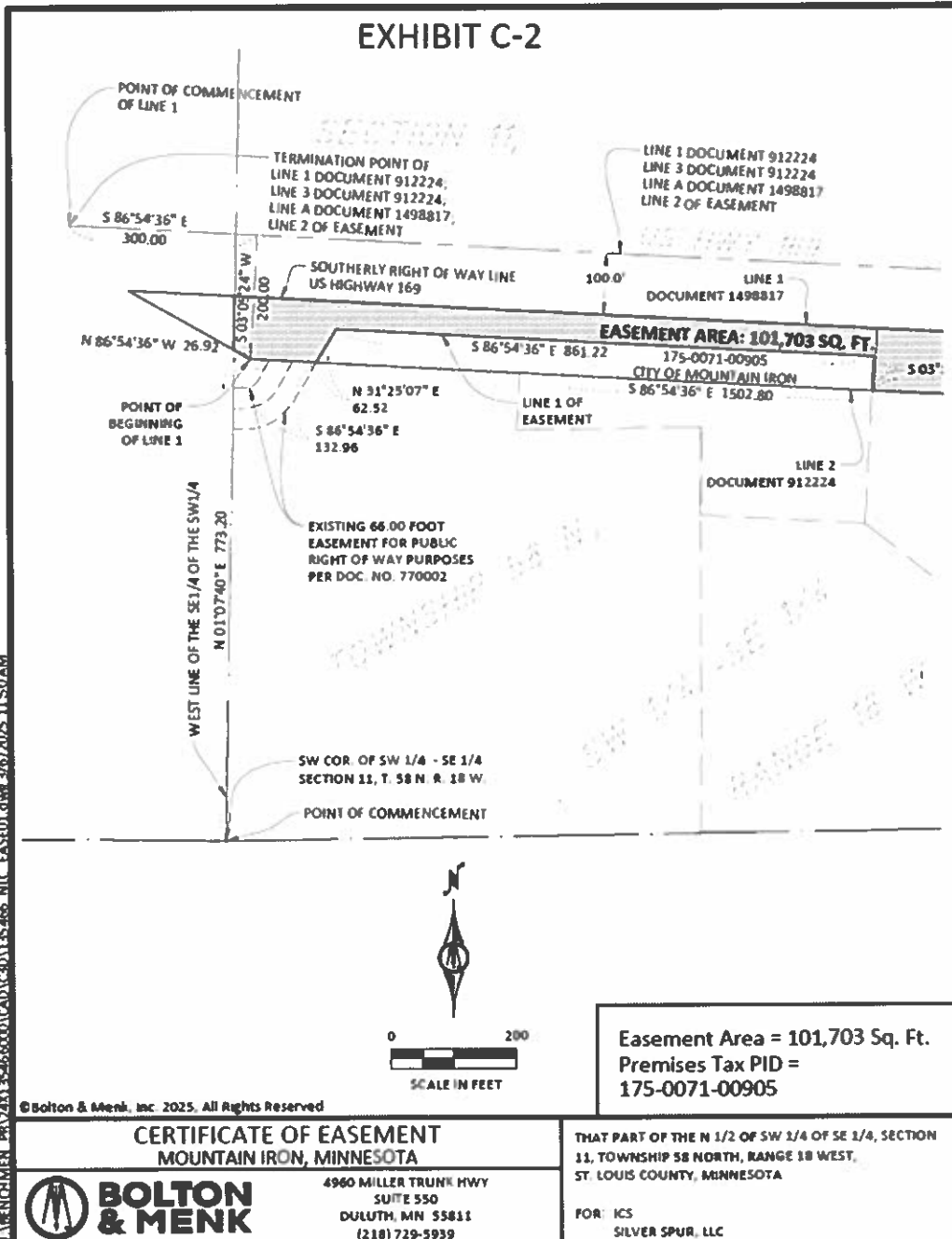
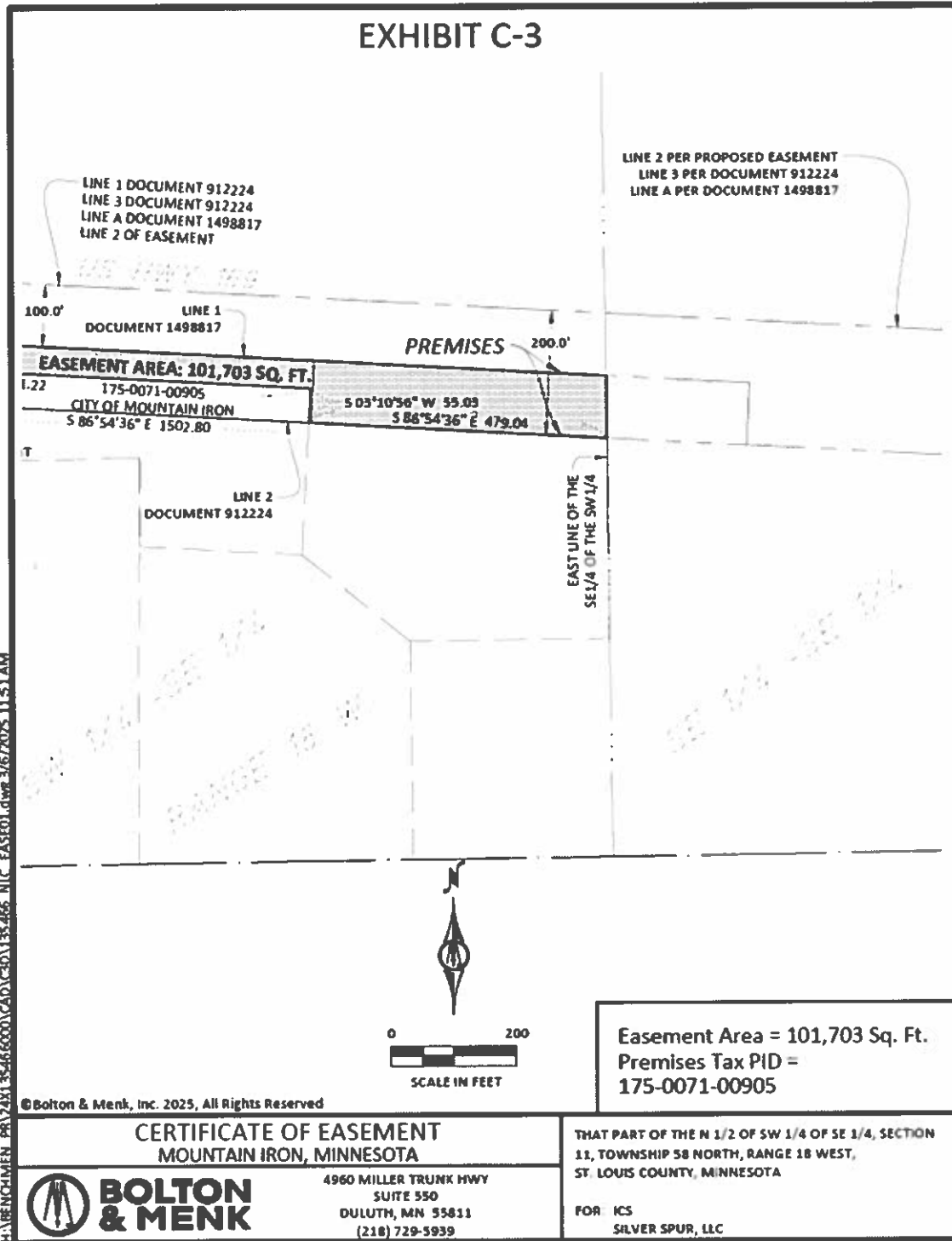


EXHIBIT C-3

Depiction of the Access Easement Area and the Utility Easement Area





**Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Soroptimist Club of Virginia Date of organization: 1-26-1956 Tax exempt number: 41-6040928

Organization Address (No PO Boxes): P.O. Box 389 City: Virginia State: MN Zip Code: 55792

Name of person making application: Shirley Lenci Business phone: cell Home phone: 218 780 3608

Date(s) of event: April 23, 2025 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Kathy Riordan City: Virginia State: MN Zip Code: 55792

Organization officer's name: Madelyn Mesich City: Virginia State: MN Zip Code: 55792

Organization officer's name: Kristin Pessenda City: Eveleth State: MN Zip Code: 55734

Location where permit will be used. If an outdoor area, describe.
Cinema 6 - 8426 Enterprise Dr. So - Mt. Iron MN 55768

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
NO

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
yes - Pacific Ag Insurance Agency

APPROVAL
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event In conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official _____ Signature City Clerk or County Official _____

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

Craig Wainio

From: Kimberly Koebensky <kimberlyk1975@yahoo.com>
Sent: Tuesday, March 11, 2025 12:32 PM
To: Elizabeth Bloch; Craig Wainio; Peggy Anderson
Cc: Barb Fivecoate
Subject: Re: EDA Meeting 03 11 25

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.

Good afternoon ~

Due to my work schedule (which includes many evenings) - it is proving to be tough to continue on the board. Tuesday's are a tough one for me.

I feel it is best that I give this opportunity to someone who will be able to be in attendance at each meeting!

How do I go about resigning my position?

I do so much appreciate this opportunity ~ however, I also feel it is best that I step away so a new member of our community who is able to be more involved can step in!

Thank you so much ~ please let me know what I need to do!

Kim Koebensky

[Sent from Yahoo Mail for iPhone](#)

On Thursday, March 6, 2025, 2:05 PM, Elizabeth Bloch <ebloch@mountainiron.gov> wrote:

Good afternoon,

The next **Economic Development Authority Meeting** is scheduled for **Tuesday, March 11th at 5 PM** at City Hall. Please find the attached agenda to review before next week.

If you cannot attend the meeting, please call City Hall at 218-748-7570.

Thank you for your time. Have a wonderful weekend,

Liz Bloch

Secretary

City of Mountain Iron

8586 Enterprise Drive South

Mountain Iron, MN 55768