

# MOUNTAIN IRON CITY COUNCIL MEETING

Monday, July 21, 2025 6:30 P.M. Mountain Iron Community Center Mountain Iron Room

# MOUNTAIN IRON CITY COUNCIL MEETING COMMUNITY CENTER MOUNTAIN IRON ROOM MONDAY, JULY 21, 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 July 7, 2025, Regular Meeting (#1-8)  B. Receipts  C. Bills and Payroll  D. Communications									
IV.	Public Forum									
V.	Committee and Staff Reports  A. Mayor's Report  B. City Administrator's Report  C. Director of Public Work's Report  D. Library Director/Special Events Coordinator's Report (#9)  E. City Engineer's Report  1. Pay Request Number 3 – Mineral Avenue Watermain (#10-12)  F. Sheriff's Department Report  G. City Attorney's Report  H. Liaison Reports									
VI.	Unfinished Business  A. Ordinance Number 05-25 Camping on Public Property (#13-14)									
VII.	New Business A. Resolution Number 11-25 Maintenance Agreement (#15-21) B. Road Closure (#22)									
VIII.	Communications									
IX.	Announcements									

X.

Adjourn

# Page Number in Packet

# MINUTES MOUNTAIN IRON CITY COUNCIL July 7, 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: Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Sgt. Grant Toma, Sheriff's Department; Al Johnson, City Engineer; and Mark Madden, Fire Department Chief.

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

- 1. Approve the minutes of June 16, 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 June 16-30, totaling \$290,098.93 (a list is attached and made a part of these minutes).
- 4. To authorize the payments of the bills and payroll for the period June 16-30, totaling \$432,111.67 (a list is attached and made a part of these minutes).

The motion carried (No: Roskoski; Yes: Gustafson, Stanaway, Buria and Anderson).

## Public Forum:

> No one spoke during the forum

# The Mayor reported on the following:

- > Thank those for the planting and cleanup at Locomotive Park
- > Thank you to Millie Babbini and family

## Director of Public Works:

- ➤ Us Steel rebuilt power lines now located outside of the fence at Locomotive Park
- > Big thank you to Vern's Greenhouse for their generous donations and help

# Sheriff's Department:

> Requests Camping Ordinance to be tabled until reviewed by City Attorney

# Fire Department:

➤ Roughly 70% - First Responder calls mostly out of town

Minutes – City Council July 7, 2025 Page 2

It was moved by Gustafson and seconded by Stanaway to accept the recommendation of the Personnel Committee and appoint Alex Ranta as a paid-on-call firefighter, pending physical, drug/alcohol test and background check. The motion carried.

It was moved by Stanway and seconded Buria to approve and appoint the following Fire Department officers:

Battalion Chief (1) - Dan Ronchetti
Battalion Chief (2) - Jim Hipple
Battalion Chief (3) - Curtis Schramm
First Responder Director - Brian Hoag
Captain Apparatus - Kyle Tomczyk
Captain Training - Hunter Gilbert
Captain Safety /PPE - Danny Zupancich
Captain Secretary - Eric Monson
Lieutenant Apparatus - Jordan Bissonette
Lieutenant Training - Tom Autio Jr.
Lieutenant Safety - Dave Felton
Lieutenant Community Outreach Coordinator - Laura (Anderson) Thro

The motion carried.

### Liaison:

- > Councilor Gustafson updated
  - Thank you to the Public Works and Parks & Rec Crew for the work completed downtown
  - Thanks to those Parks & Rec Board members that volunteered during the 4th of July parade

# City Engineering:

> Jola & Sopp - completed connection for north end of watermain project - pay request to come

It was moved by Stanway and seconded by Gustafson to approve Ordinance #04-25; Regulation Cannabis Business (a copy is attached and made a part of these minutes). The motion carried unanimously.

It was moved by Stanway and seconded by Buria to table Ordinance #05-25; Camping on Public Property until final approval received from City Attorney. The motion carried unanimously.

It was moved by Gustafson and seconded by Roskoski to approve Resolution #10-25; Approving Plans and Specifications and Ordering Advertisement for Bids, for the improvement of Enterprise Drive South (a copy is attached and made a part of these minutes). The motion carried unanimously on roll call vote.

It was moved by Gustafson and seconded by Buria to authorize the Merritt Days Committee a Temporary On-sale Liquor License, for their event to be held on August 8<sup>th</sup> – August 9<sup>th</sup> in Downtown Mountain Iron, contingent on requiring liability insurance and setting a boundary/plan for setup. It was moved by Gustafson and seconded by Stanaway to amend the motion to correct the address on the application before submittal. The motion carried.

Minutes – City Council July 7, 2025 Page 3

# Announcement:

- > Merritt days planning meeting
  - Thursday, July 10th at the Mountain Iron Senior Center at 5:30pm

At 7:06p.m., it was moved by Buria and seconded by Stanaway the meeting be adjourned. The motion carried.

Submitted by:

Amanda Inmon

Municipal Services Secretary

www.mtniron.com

# Communications:

1. Thank you from the Mountain Iron-Buhl Class of 2025 for the support of their All Night Grad Party

Check Register - Summary
Check Issue Dates: 7/7/2025 - 7/8/2025

Page: 1 Jul 08, 2025 01:34PM

Report Criteria

Report type: Summary

Check.Type = {<>} "Adjustment"

SL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/08/2025	162191	10056	AT&T MOBILITY	604-20200	1,674.1
07/25	07/08/2025	162192	10070	A-1 RENTAL SERVICES INC	101-20200	2,468.1
07/25	07/08/2025	162193	20010	BISS LOCK INC	101-20200	35.0
07/25	07/08/2025	162194	20023	BOLTON & MENK, INC	301-20200	32,662.5
07/25	07/08/2025	162195	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	1,873.4
07/25	07/08/2025	162196	1916	CARRIE CARLSON	101-20200	200.0
07/25	07/08/2025	162197	30016	CHAMPION AUTO	604-20200	279.4
07/25	07/08/2025	162198	1737	CHARLES & KATHY LAMKE	604-20200	25,8
07/25	07/08/2025	162199	30085	CHERRY BASEBALL ASSOCIATION	101-20200	150.0
07/25	07/08/2025	162200	559	CHERYL JOHNSON	101-20200	33.1
07/25	07/08/2025	162201	30004	CITY OF MOUNTAIN IRON	101-20200	200.0
07/25	07/08/2025	162202	220003	CITY OF VIRGINIA	101-20200	2,734,5
07/25	07/08/2025	162203	561	CODY ERICKSON	101-20200	66.2
07/25	07/08/2025	162204	30073	COMPENSATION CONSULTANTS, LTD	602-20200	148.0
07/25	07/08/2025	162205	80011	COOK YOUTH BASEBALL	101-20200	100.0
07/25	07/08/2025	162206	130194	CORPORATE BILLING	101-20200	448.2
07/25	07/08/2025	162207	30031	COURTNEY ALUNI	101-20200	241,3
07/25	07/08/2025	162208	564	DANIEL PHINNEY	101-20200	66.2
07/25	07/08/2025	162209	210040	DEPARTMENT OF THE TREASURY	101-20200	301.6
07/25	07/08/2025	162210	560	DONNA DANNER	101-20200	66.2
07/25	07/08/2025	162211	40014	DUNHAM'S SPORTS	101-20200	1,700.0
07/25	07/08/2025	162212	50058	ESCAPE FIRE PROTECTION, INC.	101-20200	690.0
07/25	07/08/2025	162213	60029	FERGUSON ENTERPRISES INC	101-20200	358.9
07/25	07/08/2025	162214	562	GARY KMETT	101-20200	68.
07/25		162215	70016	GOPHER STATE ONE CALL INC	604-20200	51,
07/25		162216	140046	GREEN AGAIN LAWN & LANDSCAPING, INC.	101-20200	1,335.
07/25		162217	70029	GUARDIAN PEST CONTROL INC	101-20200	88.
07/25	07/08/2025	162218	80005	HIBBING LITTLE LEAGUE	101-20200	400.0
07/25		162219	80001	HILLYARD/HUTCHINSON	101-20200	651.
07/25		162220	80037	HOMETOWN MEDIA PARTNERS	101-20200	453.
07/25		162221	10043	IRON RANGE ENGINEERING & CONSULTING	604-20200	2,737.
07/25		162222	130036	ISD #712	604-20200	6,072.
07/25		162223	190020	JOHN BACKMAN	101-20200	600.
07/25		162224	1917	KIM JOHNSON	101-20200	100.6
07/25		162225	120013		101-20200	6,056.0
07/25		162226	120032	LAKE COUNTRY POWER	101-20200	210.
07/25		162227	160037		101-20200	58.
07/25		162228	558	LLOYD WATERS	101-20200	88.
07/25		162229		LOCATORS & SUPPLIES, INC.	101-20200	207.
07/25		162230		LOFFLER COMPANIES INC.	101-20200	209.
07/25		162231	_	LORI DARGATZ	101-20200	200.
07/25		162232		MACQUEEN EQUIPMENT	301-20200	626.
07/25		162233			101-20200	2,625.
07/25		162234			604-20200	1,677.
07/25		162235			101-20200	2,179.
07/25		162236			101-20200	1,363.
07/25		162237			101-20200	1,340.
07/25		162238		MIKE KENEALY	101-20200	202
07/25		162239			604-20200	4,270.
07/25		162240			101-20200	1,406
07/25		162241			101-20200	464
07/25		162242			101-20200	1,633.
3//25	07/08/2025	162242		MN PUBLIC FACILITIES AUTHORITY	602-20200	64,443.

CITY OF MOUNTAIN IRON

# Check Register - Summary Check Issue Dates: 7/7/2025 - 7/8/2025

Page: 2 Jul 08, 2025 01:34PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/25	07/08/2025	162244	120007	MOTION INDUSTRIES INC	101-20200	528.94
07/25	07/08/2025	162245	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	124,352,16
07/25	07/08/2025	162246	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	119.34
07/25	07/08/2025	162247	130017	PARK STATE BANK	602-20200	75.00
07/25	07/08/2025	162248	90005	PEP'S BAKE SHOP	101-20200	60,00
07/25	07/08/2025	162249	170007	QUILL CORPORATION	101-20200	599.63
07/25	07/08/2025	162250	180074	RANGE CORNICE & ROOFING CO	101-20200	850.00
07/25	07/08/2025	162251	180006	RMB ENVIRONMENTAL LABORATORIES	602-20200	898.72
07/25	07/08/2025	162252	190014	SHERWIN WILLIAMS	101-20200	405,90
07/25	07/08/2025	162253	190059	ST LOUIS COUNTY AUDITOR	603-20200	35,608.75
07/25	07/08/2025	162254	190024	ST LOUIS COUNTY SHERIFF	101-20200	47,500.00
07/25	07/08/2025	162255	608	STEPHANIE FROSAKER	101-20200	200.00
07/25	07/08/2025	162256	5007	SUN LIFE FINANCIAL	602-20200	985.40
07/25	07/08/2025	162257	200003	TACONITE TIRE SERVICE	604-20200	139,70
07/25	07/08/2025	162258	180023	TECH BYTES	101-20200	40.00
07/25	07/08/2025	162259	200022	THEIN WELL	601-20200	575.00
07/25	07/08/2025	162260	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	6,617.55
07/25	07/08/2025	162261	30072	VC3	101-20200	4,056.85
07/25	07/08/2025	162262	220025	VERIZON WIRELESS	602-20200	90.04
07/25	07/08/2025	162263	1915	VERN ERICKSON	101-20200	200.00
07/25	07/08/2025	162264	10075	VESTIS	603-20200	189.78
07/25	07/08/2025	162265	563	VICTOR PEREZ	101-20200	66.23
07/25		162266	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	6,772,45
07/25		162267	30085	CHERRY BASEBALL ASSOCIATION	101-20200	150.00
07/25		162268	120011	LOFFLER COMPANIES INC.	101-20200	504.78
07/25		162269	6037	MICHAEL MOORE	101-20200	320.00
07/25		162270	6021	RICHARD SEBUNIA	101-20200	720.00
07/25		162271	6034	STEVEN NORDBY	101-20200	400.00
Grai	nd Totals					381,371.36
				PP-Ending 06/20		50,740.31

TOTAL EXPENDITURES

\$432,111.67

# **Distribution Summary**

Category	Distribution	GL Account	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	400.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	275.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	101-36-6200-091	1.00
CAMPGROUND RECEIPTS	FEES	101-36-6200-091	30 00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	101-20803	90
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	2 21
FINES	CRIMINAL	101-35-5100-000	229.07
LEASES	LEASES	101-37-7100-022	6,708.51
METER DEPOSITS	ELECTRIC	604-22000	500.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	50.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	66,539.51
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	2,182.00
MISCELLANEOUS	FIRE DEPT-MISC INCOME	101-36-6200-087	500.00
MISCELLANEOUS	MISC GENERAL	101-37-7100-023	2,975.00
MISCELLANEOUS	REIMBURSEMENTS	101-37-7100-022	.69
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	325.58
PERMITS	BUILDING	101-32-2100-000	3,423.12
PERMITS	CONDITIONAL USE	101-32-2100-000	75.00
PERMITS	VARIANCE	101-32-2100-000	75 00
SALE OF PROPERTY	SALE OF PROP-UNITY SECOND ADD	301-36-6210-061	34,137.79
UTILITY	UTILITY	001-11105	171,668.55
Grand Totals:			290,098.93

# 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 10-25**

# APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to Resolution Number 08-25 passed by the City Council on June 16, 2025, the city engineer has prepared plans and specifications for the improvement of Enterprise Drive South, as identified the attached exhibit by the installation of infrastructure and the construction of a road 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 July 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 August 4, 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 7th DAY OF JULY, 2025.

Mayor Peggy Anderson

City Administrator

# OF THE FOLLOWING:

1. Ordinance #04-25; Regulation Cannabis Business

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

COPIES ARE AVAILABLE UPON REQUEST OR ARE IN THE July 7, 2025, CITY COUNCIL PACKET

# Mountain Iron Public Library

# Monthly Report

June 2025

# Circulation

Items checked out: 1,605 Items checked in: 1,469

Total Circulation of materials in June: 3,074

# Attendance:

Adults: 428 Youth: 338 Patrons in June: 766

Special Events/Programs held: 5 (167 participants)

Reference Desk visits (email, phone, and messenger): 159 Computer Use Sessions: 105

Summer Lunch Program: 195

Total Library usage: 933

# **Events and Activities at the library in June:**

June 9th – July 31st – Summer Reading Program

June 9th - Meet Up & Chow Down begins

June 12th - Youth Book-to-Movie: "Lost on a Mountain in Maine"

June 13th, 20th & 27th - STEAM DAY Fridays

June 16th - City Council Meeting

June 17<sup>th</sup> – Young Reader Story Time

June 18th – Iron Range Tykes visit

June 23<sup>rd</sup> – Legacy Program – Brodini Comedy & Magic Show

June 24th - Friends of the Library meeting

### July Events:

July 1st, 15th & 29th - Young Readers Story Times

July 7th & 21st - City Council Meetings

July 11th, 18th & 25th - STEAM DAY Fridays

July 15th – Fancy Nancy Tea Party

July 16<sup>th</sup> – 110<sup>th</sup> Birthday of the Library

July 16<sup>th</sup> – Career Force Corner Employment & Resources event (DEED)

July 22<sup>nd</sup> – Friends of the Library meeting

July 23rd – Iron Range Tykes visit

July 31st - Dinosaurs with the Science Museum of MN & End of Summer Celebration



Real People. Real Solutions.

Phone: (218)735-8914 Bolton-Menk.com

July 16, 2025

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

Re:

Pay Request #3 for Mineral Avenue watermain

City of Mountain Iron Project No. MI24-04

Dear Mr. Wainio,

Attached, please find Pay Request No. 3 for the Mineral Avenue watermain project in the amount of \$88,812.36 for approval at your next scheduled council meeting. This amount includes withholding 5% retainage on work completed to date. This pay request is for materials stored onsite. Please refer to the attached pay request breakdown for a summary of items completed.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Benchmark Engineering, Inc.

ala J. Johnson

Alan Johnson Project Engineer

CC:

	City of Mountain Iro		Dwner's Project No.		
Engineer:	Bolton & Menk, Inc	En	gineer's Project No.	: <u>25X.137723.000</u>	<u> </u>
Contractor:	2EZ DBA Jola and So	ppp Excavating A	gency's Project No.	:	
Project:	Mineral Avenue Wa	termain Improvements			
Contract:			4		
Application N	lo.: 3	Application Date:	7/16/2025	_	
<b>Application P</b>	eriod: From	6/4/2025 <b>to</b>	7/16/2025		
1. Orig	inal Contract Price		\$		317,833.00
2. Net	change by Change C	orders	\$		74,500.00
3. Curr	ent Contract Price (	Line 1 + Line 2)	\$		392,333.00
4. Tota	l Work completed a	nd materials stored to date			
(Sur	n of Column G Lump	Sum Total and Column J Unit Pri	ce Total) \$		331,350.69
5. Reta	ainage				
a.		331,350.69 Work Completed	\$		16,567.53
b.	X \$	- Stored Materials	\$		-
c.	Total Retainage (Lir	e 5.a + Line 5.b)	\$		16,567.53
6. Amo	ount eligible to date	(Line 4 - Line 5.c)	\$		314,783.16
7. Less	previous payments		\$ \$		225,970.80
8. Amo	ount due this applica	ition	\$		88,812.36
9. Bala	nce to finish, includ	ing retainage (Line 3 - Line 4)	\$		60,982.33
Payment; (2) Title to all \					pplications for
Payment, will are covered by and	pass to Owner at time y a bond acceptable to	quipment incorporated in said Work of payment free and clear of all lien Owner indemnifying Owner against lication for Payment is in accordance	s, security interests, a t any such liens, secur	nd encumbrances ( ity interest, or encu	Application for except such a mbrances);
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# SARD FYCAVATINA 9 do tolo TINC ナユし

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	GRESS PAYMENT NUMBER PERJOD THROUGH OLA & SOPP JOB NUMBER ENGREET'S JOB NUMBER CUNTY PROJECT NUMBER	PAYM	PREVIOUS		15,000.00	270.00	414,00	- \$		•	•				•	\$ 4,200.00 \$	Ш		3,400.00	\$ 18,200.00 a			쀠	위	\$ 750.00 \$	1,550.00				\$	\$ - \$	,		•	•		2	\$ 237.864.00 \$	TO DATE S		ii ·	•
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# 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 05-25**

# **CAMPING ON PUBLIC PROPERTY**

THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA DOES ORDAIN:

SECTION 1. PURPOSE. It is the purpose of this chapter to prevent the harm to public property caused by the activities of unlawful camping; unlawful storing of camp facilities; unlawful fires; littering; and altering or damaging the natural environment. Camping on public property - erecting and occupying camp facilities for the purpose of facilitating occupation, habitation, or residing in a location even temporarily, that is not designated as an area for camping creates dangerous public health, sanitation and safety concerns for the general public, city employees, and first responders. These activities foster unsanitary conditions, damage the natural environment and critical areas, and interfere with the rights of others to use public property for the purposes for which they were intended.

# **SECTION 2. DEFINITIONS.**

- (A) "Public property" means all property in which the city has a property interest (i.e., control, easement, lease, ownership, possessory interest, or rental), including parcels, tracts, forfeited properties, public lands for sale under city control, easements, and public rights-of-way. The term includes, without limitation, all parks, docks, piers, streets, sidewalks, trails, forests, open spaces, , the grounds around the city including but not limited to parking lots and structures, entryways, and storage areas, and any other property in which the city has a property interest of any type.
- (B) "Camp facilities" include, but are not limited to, motor vehicles, trailers, tents, huts, temporary shelters, or other structures that evidence an intent to function as a temporary or permanent place of residence or to demarcate public property under circumstances that evidence an intent to take or hold possession or control of that public property as a person's residence or tenancy, to the exclusion of others or other uses. "camp facilities" does not include "shelters" when used temporarily in a park for recreational play.
- (C) "Camp" means to pitch, erect, construct or occupy facilities for the purpose of, or in such a way as will facilitate habitation, the occupation of or residing in a location.

# SECTION 3. UNLAWFUL CAMPING ON PUBLIC PROPERTY.

- (A) Unlawful camping. It shall be unlawful for any person to camp or store items on public property within the City of Mountain Iron, except as allowed at the public campground, West Two Rivers.
- (B) Immediate Removal of Unlawful Camp. If an unlawful camp is on public property, the city may immediately remove any personal property, camp facilities, and all

other property, contraband, pollutants, and waste. Law enforcement may order such person(s) to immediately leave the property where the violation is occurring. Failure to leave the property or returning to the property with intent to violate the camping ordinance can subject the person to prosecution and/or arrest for trespassing.

**SECTION 4. VIOLATION.** Any person who undertakes or allows any violation of this section shall be guilty of a misdemeanor.

**SECTION 5. INCONSISTENT ORDINANCES.** Any inconsistent ordinance or parts thereof are hereby repealed and replaced with the provision of this ordinance.

**SECTION 6. CITY CODE.** This ordinance shall be incorporated into the Mountain Iron City Code as Chapter 132 Camping on Public Property.

SECTION 7. EFFECTIVE DATE. This Ordinance becomes effective on the date of its publication, or upon the publication of a summary of the Ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

DULY ADOPTED BY THE CITY COUNCIL THIS 7th DAY OF JULY, 2025.

	Mayor Peggy Anderson
Attested:	
City Administrator	



# CITY OF MOUNTAIN IRON

# "TACONITE CAPITAL OF THE WORLD"

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# **RESOLUTION NUMBER 11-25**

# MAINTENANCE AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA that the City of Mountain Iron enter into MnDOT Agreement No. 1059354 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 169, the limits of which are defined in said Agreement.

**BE IT FURTHER RESOLVED** that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

DULY ADOPTED BY THE CITY COUNCIL THIS 21st DAY OF JULY, 2025.

	Mayor Peggy Anderson
ATTEST:	
City Administrator	

# STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION AND CITY OF MOUNTAIN IRON COOPERATIVE CONSTRUCTION AGREEMENT

State Project Number (SP):	6935-100					
Trunk Highway Number (TH):	169=035					
State Project Number:	069-070-073					
State-Aid Number (SAP):	069-709-002					
Federal Project Number:	HSIP 6925(080)					

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Mountain Iron, acting through its City Council ("City").

### Recitals

- St. Louis County will perform grading, RCI, bituminous and concrete surfacing, ADA improvements, and lighting construction and other associated construction upon, along, and adjacent to Trunk Highway No. 169 at County State Aid Highway (CSAH) No. 103/No. 109 according to St. Louis County-prepared plans, specifications, and special provisions designated by the State as State Project No. 6935-100 (TH 169=035) ("Project"); and
- 2. The Project includes sidewalk construction and the City is willing to maintain the sidewalk after the completion of the construction; and
- 3. Agreement No. 1057800 between the State and St. Louis County addresses cost participation and maintenance not covered under this Agreement; and
- 4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

## Agreement

- 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits
  - 1.1. Effective Date. This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2. Expiration Date. This Agreement will expire when all obligations have been satisfactorily fulfilled.
  - 1.3. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2. Maintenance by the City; 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.
  - 1.4. *Plans, Specifications, and Special Provisions*. State-approved St. Louis County plans, specifications, and special provisions designated by the State as State Project No. 6935-100 (TH 169=035) are incorporated into this Agreement by reference (Project Plans).

1.5. Exhibits. Exhibit A Maintenance Responsibilities is attached and incorporated into this Agreement.

## 2. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 2.1. *Municipal Utilities*. Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 2.2. Sidewalks. Maintenance of sidewalk construction as shown in Exhibit A, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 2.3. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

# 3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name, Title: Perry Collins, District Maintenance Engineer (or successor)

Address: 1123 Mesaba Avenue, Duluth, MN 55811

Telephone: (218) 725-2827

E-Mail: perry.collins@state.mn.us

3.2. The City's Authorized Representative will be:

Name, Title: Craig Wainio, City Administrator (or successor)

Address: 8586 South Enterprise Drive, Mountain Iron, MN 55768

Telephone: (218) 748-7570

E-Mail: cwainio@ci.mountain-iron.mn.us

# 4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.
- **4.2.** Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **4.3.** Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**4.4.** Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# 5. Liability; Worker Compensation Claims; Insurance

- 5.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation
- **5.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

### 6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

# 7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

### 8. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

## 9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

# 10. Termination; Suspension

- **10.1.** By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 10.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment or the provision of the services covered here. Termination

must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**10.3.** Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

# 11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**DEPARTMENT OF TRANSPORTATION** 

Recommended for Approval:

## CITY OF MOUNTAIN IRON

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances. (District Engineer) Approved:

# COMMISSIONER OF ADMINISTRATION

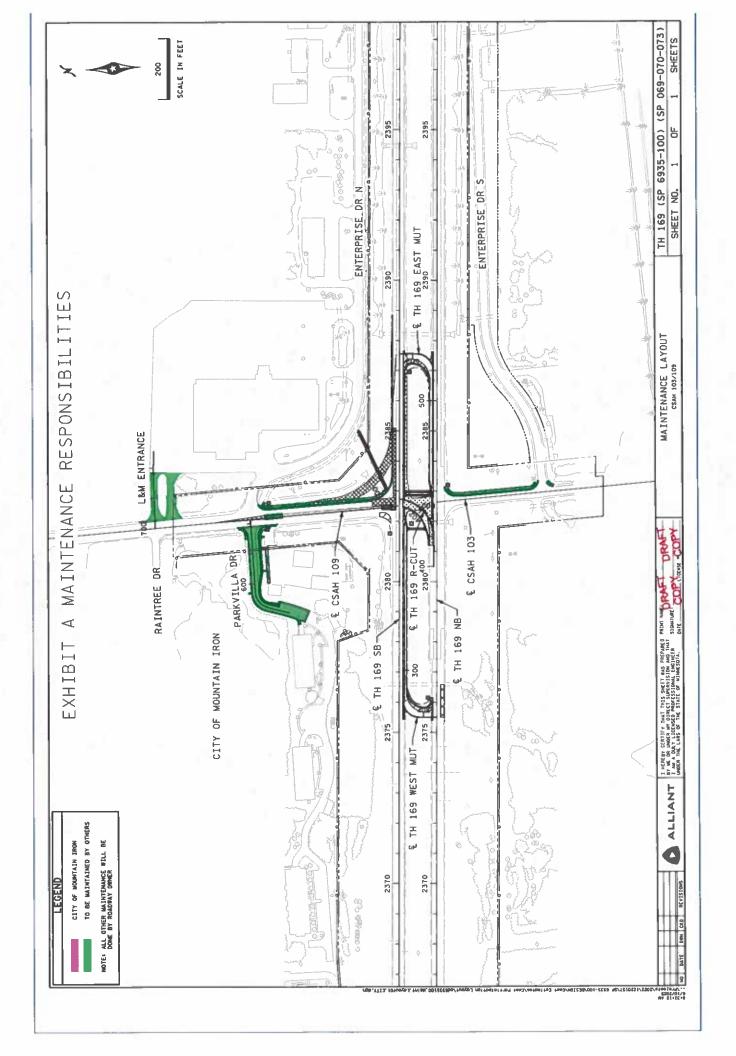
(With Delegated Authority)

(State Design Engineer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_\_

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



From: Merritt Days Committee

**RE: ROAD CLOSURES** 

The Merritt Days Committee is requesting road closures/ barricades beginning Friday, August 8<sup>th</sup>, 2025 at 12:00pm – Sunday, August 10<sup>th</sup>, 2025 at 7:00am in the following location:

- Mountain Avenue from Locomotive Park (north) to the alley behind Bolton & Menk (south).
- Main Street from Slate Street (west) to Mineral Avenue (east) with barricades on the adjoining alleys along Main Street.
- NO PARKING SIGNS ALONG MAIN STREET for the race, parade and activities from Mineral Avenue to Slate Street on Saturday, August 9<sup>th</sup>, 2025 from 7:00am 7:00pm.

The Merritt Days Committee is requesting road closures/ barricades beginning Saturday, August 9th, 2025 at 7:00am – 7:00pm in the following location:

- Locomotive Street from the alley on the east to the alley on the west.
- NO PARKING SIGNS ALONG LOCOMOTIVE STREET for activities at Locomotive Park from 12:00 pm 4:00 pm.