



Happy St. Patrick's Day

**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, MARCH 16, 2026

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, MARCH 17, 2026 - 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 2, 2026, Regular Meeting (#2-7)
 - B. Receipts
 - C. Bills and Payroll
 - D. Communications
- IV. Public Forum
 - A. Public Hearing – Vacating Easement (#1)
- V. Committee and Staff Reports
 - A. Mayor’s Report
 - 1. Planning and Zoning Appointment – Karla Kitner
 - B. City Administrator’s Report
 - C. Director of Public Work’s Report
 - D. Library Director’s Report (#8-9)
 - E. City Engineer’s Report
 - F. Sheriff’s Department Report
 - G. City Attorney’s Report
 - H. Fire Department’s Report
 - I. Utility Advisory Board
 - 1. Professional Services Agreement (#10-20)
 - 2. Waste Water Rates (#21-22)
 - J. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 06-26 Vacating Easement (#23-33)
 - B. Temporary On-Sale Liquor License (#34)
- VIII. Communications
- IX. Announcements
 - A. Easter Egg Hunt – Saturday, April 4th @ Noon
 - B. LBAE – April 30th at 5:00PM
- X. Adjourn



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

**CITY OF MOUNTAIN IRON
COUNTY OF SAINT LOUIS
STATE OF MINNESOTA**

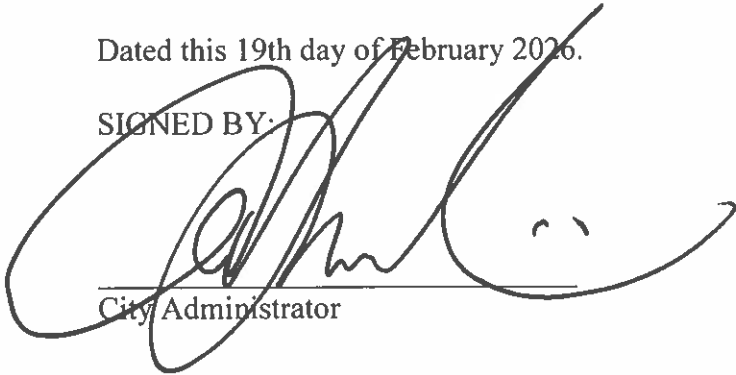
**NOTICE OF PUBLIC HEARING ON VACATION OF AN EASEMENT PURSUANT TO
MINNESOTA STATUTE §412.851**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of Mountain Iron on the 16th day of March, 2026, in the City Hall located at 8586 Enterprise Drive South at 6:30 pm to consider a proposed vacation of a drainage easement legally described as:

An easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plat thereof, on file at the St. Louis County recorder's office.

Dated this 19th day of February 2026.

SIGNED BY:



City Administrator

MINUTES
MOUNTAIN IRON CITY COUNCIL
March 2, 2026

Mayor Anderson called the City Council meeting to order at 6:30p.m. with the following members present: Councilor Ed Roskoski, Bradley Gustafson, Alan Stanaway, Julie Buria, and Mayor Peggy Anderson. Also, present were: Craig Wainio, City Administrator; Tim Satrang, Director of Public Works; Anna Amundson, Library Director/Special Events Coordinator; Amanda Inmon, Municipal Services Secretary; Al Johnson, City Engineer; and Sgt. Toma, Sheriff's Department.

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

1. Approve the minutes of February 17, 2026, 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 \$439,945.04 (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 \$276,008.65 (a list is attached and made a part of these minutes).

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

It was moved by Roskoski to amend the motion to remove item Misc. General receipts, account number 101-37-7100-023, in the amount of \$14,259.11, from the March 2, 2026, City Council meeting agenda and to have separate titled, specific itemized amounts available at the next March 16, 2026, City Council meeting agenda for approval at that time. The motion failed.

Public Forum:

- No one spoke during the forum

The Mayor reported on the following:

- No formal report

City Administrator:

- No formal report

Director of Public Works:

- Removed several fallen trees after the recent windstorm
- Renovations and projects at West II Rivers continue – including bathrooms

Library Director/Special Events Coordinator:

- No formal report

City Engineer:

- Working with City Staff on various projects

Sheriff's Department:

- No formal report

It was moved by Gustafson and seconded by Buria to approve the purchase of an Outdoor Dasher board system through the City of Bovey. The motion carried unanimously on roll call vote.

Liaison:

- Councilor Gustafson
 - Attended Habitat for Humanity – Annual Gala
 - Registration opened for West II Rivers campground – register online

It was moved by Gustafson and seconded by Buria to approve Resolution #05-26; Requesting Concurrent Detachment from Mountain Iron Annexation to Virginia of Certain Lands Pursuant to Minnesota Statutes Section 414.061(a copy is attached and made a part of these minutes). The motion carried (No: Roskoski; Yes: Gustafson, Buria, Stanaway and Anderson).

It was moved by Buria and seconded by Stanaway to accept the resignation of Jon Ellegard from the Laborer position, effective the third week of March 2026 and Terrence Niska from the Building Maintenance position, effective Thursday, March 5, 2026. The motion carried.

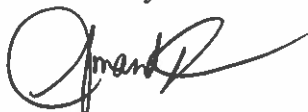
It was moved by Buria and seconded by Roskoski to authorize City Staff to post and advertise for Laborer and Building Maintenance positions. The motion carried.

Announcement:

- Easter Egg Hunt – Saturday, April 4th @ noon
- Merritt Days Planning Meeting - Tuesday, March 17th @ 5:00pm Mountain Iron Library

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

Submitted by:



Amanda Inmon
Municipal Services Secretary
www.mtniron.com

Distribution Summary

Category	Distribution	GL Account	Amount
CAMPGROUND RECEIPTS	FEEs	101-36-6200-091	8,847.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	101-20803	72.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	101-20800	177.00
INTERGOVERNMENTAL REVENUE	TACONITE PRODUCTION TAX	101-33-3401-005	328,443.00
METER DEPOSITS	ELECTRIC	604-22000	350.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	20.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	1,296.16
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	62.00
MISCELLANEOUS	MISC. - GENERAL	101-37-7100-023	14,259.11
PERMITS	BUILDING	101-32-2100-000	981.81
UTILITY	UTILITY	001-11105	85,436.96
Grand Totals:			<u>439,945.04</u>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/04/2026	163215	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	109.49
03/26	03/04/2026	163216	20070	BOUND TREE MEDICAL LLC	101-20200	32.28
03/26	03/04/2026	163217	1800	BRIANNA PIRI	101-20200	25.00
03/26	03/04/2026	163218	30026	COMO LUBE & SUPPLIES INC	603-20200	185.00
03/26	03/04/2026	163219	30073	COMPENSATION CONSULTANTS, LTD	602-20200	140.00
03/26	03/04/2026	163220	140013	CORE & MAIN LP	601-20200	37.24
03/26	03/04/2026	163221	130194	CORPORATE BILLING LLC	603-20200	6,009.00
03/26	03/04/2026	163222	40027	DULUTH/SUPERIOR COMMUNICATIONS INC.	301-20200	3,659.85
03/26	03/04/2026	163223	60029	FERGUSON ENTERPRISES INC	101-20200	1,280.33
03/26	03/04/2026	163224	70029	GUARDIAN PEST CONTROL INC	101-20200	93.03
03/26	03/04/2026	163225	2017	HABITAT FOR HUMANITY	101-20200	200.00
03/26	03/04/2026	163226	2052	HAILEY BECKER	101-20200	50.00
03/26	03/04/2026	163227	80022	HAWKINS INC	601-20200	1,690.81
03/26	03/04/2026	163228	210009	HD SUPPLY INC.	101-20200	745.20
03/26	03/04/2026	163229	80037	HOMETOWN MEDIA PARTNERS	101-20200	281.10
03/26	03/04/2026	163230	2054	JENNIFER DALCHOW	101-20200	10.00
03/26	03/04/2026	163231	2053	JESSICA SCOTT	101-20200	25.00
03/26	03/04/2026	163232	110006	KEN WASCHKE AUTO PLAZA	101-20200	424.82
03/26	03/04/2026	163233	120032	LAKE COUNTRY POWER	101-20200	210.75
03/26	03/04/2026	163234	120002	LAWSON PRODUCTS INC	603-20200	77.27
03/26	03/04/2026	163235	160037	LINDE GAS & EQUIPMENT INC.	101-20200	67.30
03/26	03/04/2026	163236	130030	MACQUEEN EQUIPMENT	101-20200	3,547.52
03/26	03/04/2026	163237	1942	MASON ISAACSON	101-20200	100.00
03/26	03/04/2026	163238	2051	MEGAN PULFORD	101-20200	25.00
03/26	03/04/2026	163239	80032	MESABI COMMUNITY TELEVISION	101-20200	1,200.00
03/26	03/04/2026	163240	130006	MESABI HUMANE SOCIETY	101-20200	2,275.00
03/26	03/04/2026	163241	1097	MICHAEL FREDERICK	101-20200	50.00
03/26	03/04/2026	163242	140026	MINNESOTA ENERGY RESOURCES	602-20200	21.00
03/26	03/04/2026	163243	130009	MINNESOTA POWER (ALLETE INC)	101-20200	6,823.48
03/26	03/04/2026	163244	130128	MTI DISTRIBUTING	101-20200	77.84
03/26	03/04/2026	163245	2056	NATALIE SKAUDIS	101-20200	25.00
03/26	03/04/2026	163246	2055	NIKKI ERICKSON	101-20200	25.00
03/26	03/04/2026	163247	140052	NORTHEAST SERVICE COOPERATIVE	101-20200	131,740.10
03/26	03/04/2026	163248	9039	NORTHLAND FIRE & SAFETY, INC	101-20200	1,550.00
03/26	03/04/2026	163249	1943	OLIVE LONG	101-20200	200.00
03/26	03/04/2026	163250	150007	O'REILLY AUTO ENTERPRISES, LLC	101-20200	80.24
03/26	03/04/2026	163251	785	PAM COWLISHAW	101-20200	100.00
03/26	03/04/2026	163252	130017	PARK STATE BANK	601-20200	100.00
03/26	03/04/2026	163253	170007	QUILL CORPORATION	101-20200	88.95
03/26	03/04/2026	163254	180071	RANGE REPAIR SERVICE (DBA)	602-20200	185.00
03/26	03/04/2026	163255	1944	REBECCA RAHKOLA	101-20200	200.00
03/26	03/04/2026	163256	180006	RMB ENVIRONMENTAL LABORATORIES	601-20200	1,068.43
03/26	03/04/2026	163257	180005	ROAD MACHINERY & SUPPLIES CO.	101-20200	7,099.00
03/26	03/04/2026	163258	190024	ST LOUIS COUNTY SHERIFF	101-20200	47,500.00
03/26	03/04/2026	163259	5007	SUN LIFE FINANCIAL	602-20200	1,022.45
03/26	03/04/2026	163260	130021	THE TOOL CHEST INC.	603-20200	167.99
03/26	03/04/2026	163261	1910	TIANNA BAUMAN	101-20200	100.00
03/26	03/04/2026	163262	1941	TRACY KENYON	101-20200	100.00
03/26	03/04/2026	163263	210002	UNITED TRUCK BODY COMPANY INC	101-20200	125.94
03/26	03/04/2026	163264	30072	VC3	101-20200	4,115.94
03/26	03/04/2026	163265	220025	VERIZON WIRELESS	601-20200	90.04
03/26	03/04/2026	163266	10075	VESTIS	603-20200	171.29
03/26	03/04/2026	163267	220004	VIRGINIA DEPARTMENT OF PUBLIC	602-20200	10.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/26	03/04/2026	163268	60038	WRIGHT EXPRESS FINAN SERV CORP	602-20200	6,242.98
03/26	03/04/2026	163269	260005	ZEP MANUFACTURING COMPANY	602-20200	450.55
Grand Totals:						232,032.21

PP-Ending - 02/27 43,976.44

TOTAL EXPENDITURES \$276,008.65



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 05-26

REQUESTING CONCURRENT DETACHMENT FROM MOUNTAIN IRON AND ANNEXATION TO VIRGINIA OF CERTAIN LANDS PURSUANT TO MINNESOTA STATUTES SECTION 414.061

WHEREAS, the real property legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto is presently located within the city of Mountain Iron (the "Property"); and

WHEREAS, the Property consists of approximately 3.5 acres and abuts the municipal boundaries that separate the city of Mountain Iron and the city of Virginia; and

WHEREAS, both the city of Mountain Iron and the city of Virginia desire to modify their respective municipal boundaries by detaching the Property from the city of Mountain Iron and attaching the Property to the city of Virginia; and

WHEREAS, Minnesota Statutes, section 414.061 authorizes two municipalities to adopt and submit to the chief administrative law judge resolutions from each describing land abutting their shared boundary and stating their desire to concurrently detach the land from one municipality and annex the land to the other.

NOW, THEREFORE BE IT RESOLVED by the City Council of Mountain Iron, Minnesota, that:

1. The city of Mountain Iron desires and requests that the chief administrative law judge of the State Office of Administrative Hearings, Municipal Boundary Adjustment Unit concurrently detach the Property from the city of Mountain Iron and annex the same to the city of Virginia at the earliest possible date.
2. The City Administrator is hereby directed to coordinate the submission of this Resolution to the administrative law judge of the State Office of Administrative Hearings, Municipal Boundary Adjustments for the purposes set forth herein.

DULY ADOPTED BY THE CITY COUNCIL THIS 2nd DAY OF MARCH, 2026.

ATTEST:



City Administrator



Mayor Peggy Anderson

Mountain Iron Public Library

Monthly Report

February 2026

Circulation

Items checked out: 1,247 Items checked in: 1,167

Total Circulation of materials in February: 2,414

Attendance:

Adults: 310 Youth: 133 Patrons in February: 443

Special Events/Programs held: 5 (38 participants)

Reference Desk visits (email, phone, and messenger): 142 Computer Use Sessions: 74

Total Library usage: 481

Events and Activities at the library in February:

January 5th – February 27th: WINTER READING PROGRAM

February 2nd & 17th: City Council Meetings

February 2nd: Spirit Lake 4H Club meeting

February 5th: Upcycled Jewelry Class

February 11th: Iron Range Tykes reading visit

February 19th: Listen & Learn with Thrivent: SCAMS

February 23rd: Community Annual Meeting

February 25th: 321 Studio Adult Painting Class

February 26th: Merritt Elementary Reading – “I love to READ” month

February 27th: Dance For All – Legacy event

March Events & Activities:

March 2nd & 16th: City Council Meetings

March 4th: FFN/ ECFE Family Event

March 4th, 11th, 18th, & 25th: 321 Studio Adult Painting Class

March 5th: Spirit Lake 4H Club event

March 6th, 13th, 20th, & 27th – Movie Fridays

March 10th: Book Presentation

March 11th: Iron Range Tykes reading visit

March 13th: ALS Directors’ Budget & Finance meeting

March 16th: State Library Services Grant Orientation

March 18th: Library Board Meeting

March 19th: Listen & Learn with Thrivent: Social Security, Timing is Everything!

Easter EGG HUNT

41ST ANNUAL - CITY OF MOUNTAIN IRON

04

APRIL 4TH
2025

STARTS
At NOON

12 pm

Mountain Iron Parks & Recreation

41st Annual Easter Egg Hunt

12:00 pm - promptly at Noon

Merritt Elementary School

This event is open to all children 12 years of age or under. There will be separate areas for ages 0-3, 4-7, & 8-12.

10,000 EGGS

25 special GOLDEN eggs will be hidden with a prize given to each child who finds one!
Sponsored by NorthRidge Community Credit Union

This event will be held rain or shine.



For information, call Events Coordinator: 218-750-4911

COUNCIL LETTER 031626

Utility Advisory Board

Recommendation to Approve Agreement with MSA Professional Services, Inc.

DATE: January 29, 2026
FROM: Tim Satrang
Director of Public Works

The Utility Advisory Board reviewed the proposed professional services agreement between the City and MSA Professional Services, Inc. (MSA) for engineering services related to evaluation and preliminary design work at the City's Wastewater Treatment Facility.

The proposed work includes preliminary site investigation and project scoping to support future facility improvements. Tasks include completing a topographic and boundary survey, coordinating a geotechnical investigation, conducting wetland and floodplain delineation, performing hazardous materials testing in areas where work is proposed, and completing laser-scanning documentation of existing buildings and site conditions.

MSA will also evaluate potential design approaches needed to address applicable codes and safety standards, including fire protection, electrical clearances, operator safety, and Minnesota Building Code requirements. Site visits and meetings with City staff will be conducted to review existing conditions, discuss operational needs, and refine the project scope.

The work will conclude with a **Preliminary Design Engineering Report** summarizing site findings, identifying potential improvements, and recommending design directions for future upgrades at the facility.

The Board reviewed the proposed project cost of **\$167,000**, which is consistent with the scope of services and level of professional engineering required.

Recommendation:

The Utility Advisory Board recommends that the City Council approve the professional services agreement with **MSA Professional Services, Inc.** in the amount of **\$167,000**.



Professional Services Agreement

MSA Project Number: 19347004

This AGREEMENT (Agreement) is made effective March 2, 2026, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, St. Paul, MN 55107-1835

Phone: (612) 548-3132

Representative: Tom Dye

Email: tdye@msa-ps.com

CITY OF MOUNTAIN IRON (OWNER)

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

Phone: (218) 748-7570

Representative: Tim Satrang

Email: tsatrang@ci.mountain-iron.mn.us

Project Name: Mt. Iron WWTF Preliminary Design

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: March 2, 2026
Approximate Completion Date: May 30, 2026

The lump sum fee for the work is: \$167,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.


Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MOUNTAIN IRON

MSA PROFESSIONAL SERVICES, INC.

Craig Wainio
City Administrator
Date: _____


Jason Miller
Water Service Line Leader
Date: February 20, 2026


Tom Dye
Senior Project Manager Engineering
Date: February 20, 2026

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

As described in the Wastewater Treatment Facility Plan (MSA, February 2026), Mountain Iron's wastewater treatment facility requires significant improvements to meet MPCA-imposed effluent limits and to upgrade equipment to allow the facility to continue serving the City's sewer customers for the next 20 years. In addition, the capacity of the WWTF will be expanded to accommodate flow from possible future development and to handle high flows from I/I events. Although there have been equipment replacement projects in the past 15 years, the last major facility upgrade project was completed in 1977.

To address the facility's needs, MSA proposes to begin working towards final design by utilizing a preliminary design phase of the project. The Scope of Work listed below is necessary to complete the design of improvements and the preliminary design phase allows the City more input in the process. This phase also enables the design team and City to define the scope in detail prior to proceeding with final design. During this phase the engineer will provide more detail and costs for the City to consider and guide the project prior to full design commencing.

SCOPE OF PROJECT

The scope of the improvements includes modifications and additions to the existing WWTF to expand capacity and meet impending effluent limits. The scope of the project is described in the Facility Plan and summarized below. ***Further detail will be determined during the preliminary design phase. A final Scope of Project will be further delineated in a Final Design amendment to this agreement to be executed at a later date.***

Below is a summary of the WWTF improvements and items that require further detailed evaluation to define the final design scope.

1. WWTF Site

- a. Construct new and replace existing underground piping and utilities needed to serve treatment processes.
- b. Provide proper site grading and storm drain piping to alleviate ponding of water.

2. Flow Splitting & Equalization

- a. Provide influent flow splitting system and that will divert flow to proposed equalization basins during high influent flow events.
- b. Provide equalization flow pumps to convey to equalization basin.
- c. During preliminary design, evaluate location and configuration of influent flow splitting structure and EQ basins.
- d. Provide piping to convey EQ basin contents back to headworks.
- e. EQ basins will be split into more than one tank to allow operators to use some of the volume for other purposes when influent storage is not needed.

3. Headworks Building

- a. Improve existing building envelope for weather protection (roof replacement, add siding, add insulation).
- b. Provide other building improvements such as door replacement, painting, lighting, heating and plumbing.
- c. In preliminary design, determine improvements to bring spaces into compliance with NFPA 820 codes and other building codes as applicable.
- d. Remove generator and relocate access doors in blower room and generator room to use of entire space for new aeration blowers.

- e. Replace mechanical screen and possibly reuse existing screenings compactor.
 - f. Provide a means to remove grit from existing grit channels and dewater grit without external pumper truck and without operators manually carrying grit up stairways. Improvements to grit system will be defined in Preliminary Design phase.
 - g. Replace influent pumps and add adjustable speed drives.
- 4. Activated Sludge Process**
- a. Expand aeration basin into existing digester to expand design capacity of WWTF.
 - b. Construct new flow splitting structure.
 - c. Replace in-basin aeration system within existing aeration tank.
 - d. Replace aeration blowers.
 - e. During preliminary design evaluate reusing existing blowers for sludge storage or EQ basin aeration.
- 5. Clarifiers**
- a. Recoat and rehab clarifier equipment in the two (2) existing clarifiers.
 - b. Provide one (1) new clarifier of size equal to existing clarifiers.
 - c. Provide new clarifier flow splitting structure. Determine location and configuration of flow splitter during preliminary design.
 - d. Provide piping mods for clarifier influent, effluent, sludge and scum.
- 6. Filters**
- a. Provide new filters (cloth media) and new filter building.
 - b. Provide new chemical storage and feed system with secondary containment to be housed in new filter building.
 - c. Filter building to house new electrical room and garage space for equipment maintenance.
 - d. Provide draft building layout during preliminary design.
- 7. Disinfection**
- a. Removal of existing gas chlorine disinfection and gas sulfur dioxide system.
 - b. Evaluate during preliminary design, whether to retrofit existing contact basin or provide new channel for UV disinfection system.
- 8. Aerobic Sludge Storage**
- a. Construct new aerobic sludge storage basin and new aeration system (diffusers, blowers and piping).
 - b. During preliminary design, evaluate constructing new tank as common wall to existing aeration basin. Also evaluate possibility of utilizing equalization volume for additional sludge storage if needed for emergency storage.
- 9. Control Building**
- a. Remodel building to provide adequate operator facilities (operator desk, office space, break area, bathroom with shower).
 - b. Provide laboratory equipment and lab space to allow City to obtain certification for permit required testing (cBOD, TSS, TP).
 - c. Provide draft building layout during preliminary design.
- 10. SCADA System**
- a. Provide internet communication capabilities and add instrumentation to properly monitor and control the treatment processes.
 - b. Provide SCADA system and integrate existing lift stations and water treatment plant into new SCADA system.
- 11. Electrical System**
- a. Remove and replace existing electrical systems.
 - b. Provide new generator and switchgear.
 - c. Improve lighting in existing buildings.

SCOPE OF SERVICES

1. Preliminary Design Phase

- a. Site Investigation Work
 - i. Conduct topographic and boundary survey of the WWTF Site. MSA will complete a property document search and locate property irons to allow property boundary to be oriented and shown on drawings.
 - ii. Conduct Preliminary Geotechnical Investigation, MSA will coordinate geotechnical investigation by a separate consultant. **Those services will be billed directly to the OWNER.**
 - iii. Conduct Wetland and Floodplain delineation.
 - iv. Conduct preliminary Hazardous Materials survey and testing (e.g. lead paint, asbestos) in existing buildings where work is being proposed. **Testing and reporting costs are included in this agreement.**
 - v. Conduct laser scanning reality capture of existing buildings and site. **Reality capture costs are included in this agreement.**
 - vi. Evaluate design approaches for upgrades to address the following building design codes for Owner's consideration.
 1. Fire Protection (NFPA820)
 2. Electrical Clearances (NEC)
 3. Operator Safety
 4. Minnesota Building Code (including ADA).
- b. Develop Scope and Design Detail
 - i. Provide a site visit including process, architectural, mechanical (HVAC, plumbing), and electrical professionals to review the existing structures and scope final design (site visit by all disciplines will likely not occur all in one visit). This site visit will also include a detailed discussion with City staff on treatment and operational needs.
 - ii. Provide one (1) additional on-site meeting with City staff to discuss details of improvements and continue to refine the project scope.
 - iii. Hold virtual meetings with MSA design professionals and City staff as needed to discuss needs and improvements.
- c. Prepare Preliminary Design Engineering Report
 - i. Summary of findings and information collected during preliminary design phase including:
 1. Draft Existing Site Plan and Utility Plan
 2. Geotechnical Report (provided by others)
 3. Hazardous Materials Testing Report
 4. Summary of Proposed Building Alterations to address building codes.
 5. Summary of improvements and design direction based on discussions, site visits, and preliminary evaluations.

SERVICES NOT INCLUDED:

1. Environmental Review such as an Environmental Impact Statement (EIS)
2. Topographic survey does not include signed survey documents or certified boundary survey. Individual tree survey in wooded areas is not included.
3. Planning, final design, bidding, and construction phase services.
4. Subsurface investigation of utilities.
5. Site visits beyond the 2 visits included.
6. Project funding applications or funding administration services.

7. Fees for agency review, permitting, or filing applications.
8. Services not described in the Scope of Services. Additional services may be provided, as requested by the Owner, under a separate contract or an amendment to this agreement.

DELIVERABLES

MSA will provide the following deliverables:

1. Meeting minutes, emails, and documentation of communication and decisions.
2. Preliminary Design Report for staff/City Council review.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
March 2026	Begin Preliminary Design Phase
March 2026	Site visit & Design kickoff meeting with City staff
April 2026	Geotechnical investigation, code evaluation; Define Design Detail, Design meeting with staff
May 2026	Submit draft Preliminary Design Report
June 2026	Begin Final Design
December/January 2026	Submit Plans and Specifications to MPCA

COUNCIL LETTER 031625

Utility Advisory Board

Recommendation for Sanitary Sewer Rate Adjustment

DATE: March 16, 2026
FROM: Tim Satrang
Director of Public Works

The Utility Advisory Board respectfully submits this memorandum recommending an adjustment to the City of Mountain Iron sanitary sewer rates. After reviewing the utility's financial condition, operating costs, and anticipated regulatory requirements, the Board recommends increasing the usage rate by **\$1.50 per 1,000 gallons of wastewater treated.**

The City's last sewer rate increase occurred in **2020**. Since that time, the cost of operating and maintaining the sanitary sewer system has increased significantly while user rates have remained unchanged. The proposed adjustment is intended to ensure the continued financial stability of the sewer utility and to allow the City to maintain safe, reliable, and compliant wastewater treatment services.

The Utility Advisory Board recommends the following rate structure adjustments:

Residential Sewer Rates

- **Current Rate:** \$20.00 monthly service charge plus **\$5.30 per 1,000 gallons treated**
- **Proposed Rate:** \$20.00 monthly service charge plus **\$6.80 per 1,000 gallons treated**

Commercial Sewer Rates

- **Current Rate:** \$30.00 monthly service charge plus **\$5.30 per 1,000 gallons treated**
- **Proposed Rate:** \$30.00 monthly service charge plus **\$6.80 per 1,000 gallons treated**

The proposed adjustment maintains the current monthly base service charges while increasing the volumetric treatment rate to better reflect the cost of providing wastewater treatment services.

Several factors contribute to the need for this rate adjustment, including but not limited to the following:

- **Increased labor and employee benefit costs** required to recruit and retain qualified operations and maintenance personnel.
- **Rising costs of supplies, materials, and equipment** necessary for daily operations and system maintenance.
- **Increased chemical costs** associated with wastewater treatment processes.
- **Aging infrastructure**, requiring additional maintenance, repairs, and long-term capital planning for system rehabilitation and replacement.
- **Expanded regulatory requirements**, including increased mandated sampling, monitoring, and reporting by state and federal regulatory agencies.
- **Investigation, planning, and preliminary engineering efforts** required to evaluate and comply with new and evolving wastewater permit requirements.

Maintaining adequate funding within the sewer utility is essential for the City of Mountain Iron to continue providing effective wastewater treatment, maintain regulatory compliance, and responsibly plan for future system improvements and capital needs.

For these reasons, the Utility Advisory Board respectfully recommends that the **Mountain Iron City Council** review and approve the proposed sewer rate adjustment.



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 06-26

VACATING THE ATTACHED EASEMENT UPON PETITION OF A MAJORITY OF ABUTTING LANDOWNERS

WHEREAS, a petition signed by the majority of property owners abutting an easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plot thereof, on file at the St. Louis County recorder's office, was received by the City Administrator on the 21st day of January, 2026; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate the easement legally described as:

An easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plat thereof, on file at the St. Louis County recorder's office.

WHEREAS, the City Administrator reviewed and examined the signatures on said petition and determined that such signatures constituted a majority of the landowners abutting upon the easement to be vacated; and

WHEREAS, a public hearing to consider the vacation of such street was held on the 17th day of March, 2026, before the City Council in the City Hall located at 8586 Enterprise Drive South, Mountain Iron, MN 55768 at 6:30 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Administrator on the 19th day of February, 2026 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because it is no longer needed for public use.

WHEREAS, as a result of the vacation, no damages are due to the property owners.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA, that such petition for vacation is hereby granted and the easement described as follows is hereby vacated:

An easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plat thereof, on file at the St. Louis County recorder's office.

BE IT FURTHER RESOLVED, no damages shall be issued to the property owners.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file notice of the vacation as required by law.

DULY ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF FEBRUARY, 2026.

Mayor Peggy Anderson

ATTEST:

City Administrator



CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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

RESOLUTION NUMBER 03-26

DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF ATTACHED EASEMENT

WHEREAS, a petition signed by the majority of property owners abutting an easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plot thereof, on file at the St. Louis County recorder's office, was received by the City Administrator on the 21st day of January, 2026; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate the easement legally described as:

An easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plot thereof, on file at the St. Louis County recorder's office.

WHEREAS, the City Administrator has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the easement to be vacated; and

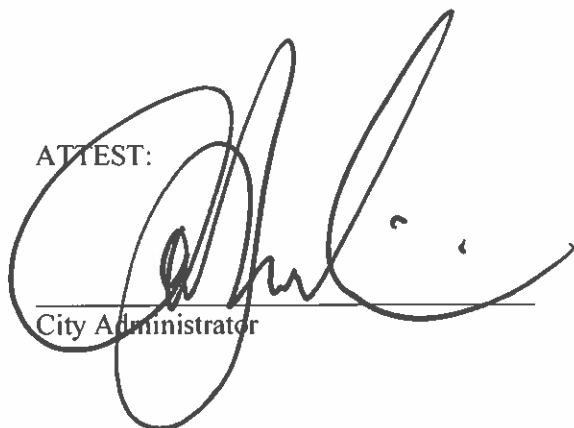
WHEREAS, a copy of said petition is attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN IRON, MINNESOTA that the City Council will consider the vacation of such easement and a public hearing shall be held on such proposed vacation on the 16th day of March, 2026, in the City Hall located at 8586 Enterprise Drive South, Mountain Iron MN 55768 at 6:30 p.m. and

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to give published, posted and mailed notice of such hearing as required by law.

DULY ADOPTED BY THE CITY COUNCIL THIS 17th DAY OF FEBRUARY, 2026.

ATTEST:



City Administrator



Mayor Peggy Anderson

Craig Wainio

From: Matt Walto <mwalto@gpiop.com>
Sent: Wednesday, January 21, 2026 12:06 PM
To: Craig Wainio
Cc: Robert Crowe; Laurie Krasaway (lakrasaway@uss.com)
Subject: Agreement Pipe #116 – Request for Confirmation and Formal Vacation of Easement
Attachments: Pipe #116.pdf

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.

Hi Craig,

I am writing on behalf of Minntac Holdings LLC (GPIOP) regarding a drainage-ditch easement commonly referred to in our files as Agreement Pipe #116, originally granted in 1994 by our predecessor, Great Northern Iron Ore Properties, to the City of Mountain Iron.

Since the easement was granted, land use in the area has changed significantly. The properties affected by the easement were subsequently acquired by U.S. Steel and cleared for mining purposes. As part of our ongoing review of legacy agreements, we are evaluating whether older municipal easements remain necessary or continue to serve an active public purpose.

As part of that review, we conducted a desktop examination of 2023 St. Louis County aerial imagery. Based on that review, we do not observe a clearly identifiable or maintained drainage ditch corresponding to the easement area, and we therefore believe the easement is no longer in use or required by the City.

Accordingly, we respectfully request:

1. Written confirmation that the City of Mountain Iron no longer requires the drainage-ditch easement granted under Agreement Pipe #116; and
2. That the City take the appropriate steps to formally vacate the easement and provide written confirmation of that action for our records.

This request is part of an administrative effort to clean up historical encumbrances affecting lands that may, at some point in the future, be used for mining should development ultimately occur. We view this as a cooperative, housekeeping matter and are happy to provide copies of the original agreement, survey exhibits, or any additional information that may be helpful as the City evaluates this request.

Please let us know how you would prefer to proceed, including whether a City Council action is required to formally vacate the easement.

Thank you for your time and assistance. We appreciate the City's cooperation.

Sincerely,

Matt Walto

MATTHEW WALTO

Lands & Minerals Manager
O 218-262-3886 M 218-969-3734
mwalto@gpiop.com

GLACIER PARK IRON ORE PROPERTIES LLC
801 East Howard Street
PO Box 429
Hibbing, MN 55746

LA

sw-sw 1-58-18

PIPE #116

590202

GRANT OF EASEMENT IN LIEU OF CONDEMNATION

THIS AGREEMENT, made and entered into this 16th day of September, 1994 by and among HARRY L. HOLTZ, JOSEPH S. MICALLEF, ROGER W. STAEHLE and ROBERT A. STEIN, Trustees under that certain Trust Agreement executed December 7, 1906 by and between the Lake Superior Company Limited, an association organized under the laws of the State of Michigan and Louis W. Hill, James N. Hill, Walter J. Hill and Edward T. Nichols, which trust is commonly known as GREAT NORTHERN IRON ORE PROPERTIES (hereinafter referred to as "Trustees") and USX Corporation (hereinafter referred to as "USX") (Trustees and USX hereinafter collectively and jointly and severally referred to as "Grantors") and CITY OF MOUNTAIN IRON, a political subdivision (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Trustees are the owners in fee of, and USX (successor in interest to United States Steel Corporation under that certain unrecorded 99-year Mining Lease and that certain Operating Agreement, both dated January 1, 1959) is the lessee of, Lot Fourteen (14), Block One (1), Parkville First Addition, located in the Southwest quarter of the Southwest quarter (SW1/4-SW1/4) of Section One (1), in Township Fifty-eight (58) North of Range Eighteen (18) West in the County of St. Louis, State of Minnesota, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota (hereinafter referred to as "Said Premises"); and

WHEREAS, Grantee desires an easement for drainage ditch purposes on, over and across the South Seven and One-half (7.5) feet of Said Premises, as shown on the attached survey map labeled Exhibit "A" and incorporated into this Agreement by reference (hereinafter referred to as the "Easement Premises"); and

WHEREAS, under Minnesota law the Grantee has the power to obtain said easement by condemnation proceedings in eminent domain; and

WHEREAS, in lieu of condemnation proceedings Grantors are willing to consent to such an easement thereto upon the terms and subject to the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter made and to be kept and performed by the Grantee, the parties hereto agree as follows:

1. The Grantors hereby give and grant unto the Grantee a non-exclusive easement to locate, develop, maintain, repair, operate and use a drainage ditch on, over and across the Easement Premises, subject to and reserving unto Grantor the exceptions, reservations, restrictions, limitations, terms, conditions covenants and promises hereinafter in this Agreement set forth.

NOV 21 1994

DATE RECD	REFER TO	INITIAL	DATE
	RPJ	RS	11/21
	JD	bk	11/21
	DCA		
	BHG		
	GWL		
	KGY		

The Easement Premises shall be used solely by the Grantee for the purposes herein set forth, and Grantee shall not grant to others the right to use the Easement Premises or any part

thereof for any purpose whatsoever, provided, however, that the foregoing is not intended to and shall not limit use of the Easement Premises as a drainage ditch.

3. Grantors except and reserve unto the lawful owner or owners thereof, their respective successors, assigns and lessees, as their interests in the Said Premises may appear from time to time, all of the iron ore and all of the other ores and minerals in, upon or under Said Premises, together with the right to enter thereon to mine said iron ore or other ores or minerals, and to carry on any operations incidental or related thereto, in the same manner and to the same extent that could have been done if this Agreement had never been made.

4. Grantors, for themselves and their respective successors and assigns, reserve the right and may grant to others the right from time to time to use and occupy the Easement Premises, or any part thereof, for any lawful purpose or purposes whatsoever; provided, however, that so long as the Grantee continually operates, maintains and uses the drainage ditch, such right shall only be exercised so as not to interfere unreasonably with the use of the Easement Premises for the purposes herein set forth.

5. Grantee agrees that it shall obtain, prior to its use and occupancy of the Easement Premises, all necessary licenses and permissions therefor from the proper public authorities, and the use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any commission or other governmental body having authority in the matter, including without limitation those relating to environmental and reclamation matters. The Grantee agrees that this Agreement is not intended to be, and shall not be construed to be, a covenant on the part of the Grantors for quiet enjoyment.

6. The grants herein contained are made expressly subject to all existing easements and other agreements affecting Said Premises and to all other public and private rights existing with respect to claims, actions, or damages which may be directly or indirectly caused or occasioned by Grantee, its agents, servants, employees or contractors, arising from or growing out of Grantee's acts under this Agreement.

7. Grantee agrees to indemnify, defend and hold Grantors and the Easement Premises harmless, and keep the title of the Easement Premises free and clear, from any and all mechanics', laborers', materialmen's or other liens, claims, clouds and encumbrances in any manner arising from or growing out of any use or occupancy of or any work or operations conducted upon or in connection with the Easement Premises, or any part thereof, by or under the Grantee, its agents, servants, employees or contractors. Grantee, for itself, its agents, servants, employees, contractors, or any party claiming through or under them or any of them, assumes and forever waives and releases any and all claims or defenses related to all risk of injury, loss or damage to persons or property in any way arising out of or related to its or their presence on the Easement Premises or its use for drainage ditch purposes. It is understood and agreed that the Grantors assume no risk and shall be under no obligation or liability whatsoever regarding the Grantee's presence or operations on the Easement Premises.

8. Grantee hereby agrees to indemnify, defend and hold the Grantors harmless from and against any and all claims, loss, damage or injury, including attorneys' fees, of any kind

whatsoever for injury to or death of persons or damages to property, now or hereafter arising out of or resulting from (or alleged to have arisen out of or from) any construction, maintenance or use of the Easement Premises, if any, or from anything done or omitted to be done in connection with this Agreement by Grantee, its agents, servants, employees or contractors, including without limitation claims arising out of or related to the presence on the Easement Premises of, or release or discharge from the Easement Premises of, any hazardous or toxic substances as a result of or related to the use of the Easement Premises as a drainage ditch. Grantee agrees to defend any and all suits that may be brought against Grantors with counsel approved by the Grantors and to assume and promptly reimburse the Grantors for all costs and expenses, including attorneys' fees, brought about or in connection with the defense of any suit or proceeding brought against the Grantors to recover for any injury to or death of persons, or from any loss or destruction of or damage to property in any manner arising from or growing out of the use and occupancy of the Easement Premises under this Agreement.

9. Grantee agrees to enter, use and occupy the Easement Premises in a safe, suitable and proper manner and at no cost or expense to the Grantors and so as not to interfere with any use of the Easement Premises now being made by or under Grantors or any use to which the Grantors at any time hereafter may wish to put the Easement Premises, subject, however, to the limitation on Grantor's use set forth in Section 4 above.

10. Grantors reserve the right to enter upon the Easement Premises at any time for any purpose.

11. Grantee forever waives and releases any claims against the Grantors for loss or damage arising out of or related to the existence of this Agreement, for any reason whatsoever.

12. Grantee agrees to pay or reimburse the Grantors for all taxes, assessments, license fees and governmental charges that may be levied or assessed on or against the Easement Premises or any part thereof by reason of any use thereof or of any property placed or allowed to remain thereon by Grantee pursuant to this Agreement or otherwise, and to timely furnish Grantors duplicate receipts for all such payments when made by virtue of this Agreement or otherwise.

13. If Grantee discontinues or abandons its use, maintenance or operation of the drainage ditch, then the Easement granted hereby shall terminate and be null and void and Grantee at its own expense shall remove forthwith its property and clean up the Easement Premises and leave the same in a safe and orderly condition, including without limitation compliance with the provisions of all applicable laws, rules and regulations, including environmental and reclamation. If the Grantee shall fail within ninety (90) days after any such termination to so remove its said property or to leave the Easement Premises as aforementioned, Grantors may do so, and the Grantee shall reimburse the Grantors for any expense so incurred.

14. Written notices served upon any of the parties may be served personally or by certified or registered mail, properly addressed to the last known business office, which in the absence of written notice to the contrary shall be:

Grantors: Trustees Great Northern Iron Ore Properties
W-1290 First National Bank Building
332 Minnesota Street
Saint Paul, Minnesota 55101-1361

USX Corporation
P. O. Box 417
Mountain Iron, Minnesota 55768

Grantee: Mountain Iron City Hall
8878 Main Street
Mountain Iron, Minnesota 55768

15. This Agreement shall extend to and be binding upon the respective successors and assigns of the parties hereto, subject to the conditions set forth in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement, in triplicate, as of the day and year first above written.

GRANTORS:
TRUSTEES GREAT NORTHERN IRON ORE PROPERTIES

Harry L. Holtz
HARRY L. HOLTZ, Trustee

Roger W. Staehle
ROGER WYSTAEHLE, Trustee

Joseph S. Micallef
JOSEPH S. MICALLEF, Trustee

Robert A. Stein
ROBERT A. STEIN, Trustee

USX CORPORATION

A. E. Ferrara, Jr.
Its: A. E. Ferrara, Jr., President
USX Realty Development
A Division of U. S. Steel Group
Its:

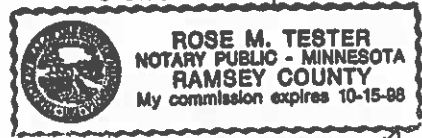
GRANTEE:
CITY OF MOUNTAIN IRON

By William Mattila
WILLIAM MATTILA, Mayor

By Peter G. Abbey
PETER G. ABBEY, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 16th day of September, 1994, by HARRY L. HOLTZ, JOSEPH S. MICALLEF, ROGER W. STAEHLE and ROBERT A. STEIN, Trustees under that certain Trust Agreement executed December 7, 1906 by and between the Lake Superior Company Limited, an association organized under the laws of the State of Michigan and Louis W. Hill, James N. Hill, Walter J. Hill and Edward T. Nichols, which trust is commonly known as GREAT NORTHERN IRON ORE PROPERTIES.

Notarial Stamp or Seal

ROSE M. TESTER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My commission expires 10-15-98

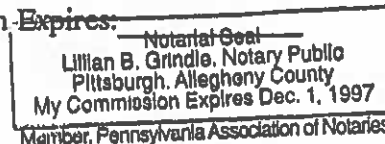
Rose M. Tester
Notary Public
My Commission Expires: 10-15-98

STATE OF ~~MINNESOTA~~) PENNSYLVANIA
)ss.
COUNTY OF ~~ST. LOUIS~~) Allegheny

The foregoing instrument was acknowledged before me this 30th day of September, 1994 by B. E. FURARA, JR., and President USA Health Development and A Division of U. S. Steel Group, respectively, of USX CORPORATION, a Delaware corporation, on behalf of said corporation.

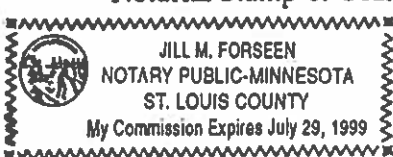
Notarial Stamp or Seal

Lillian B. Grindle
Notary Public
My Commission Expires: _____


Notarial Seal
Lillian B. Grindle, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 1, 1997
Member, Pennsylvania Association of Notaries

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

The foregoing instrument was acknowledged before me this 17th day of October, 1994 by WILLIAM MATTILA and PETER G. ABBEY, the Mayor and City Administrator, respectively, of the CITY OF MOUNTAIN IRON, a political subdivision, on behalf of the CITY OF MOUNTAIN IRON.

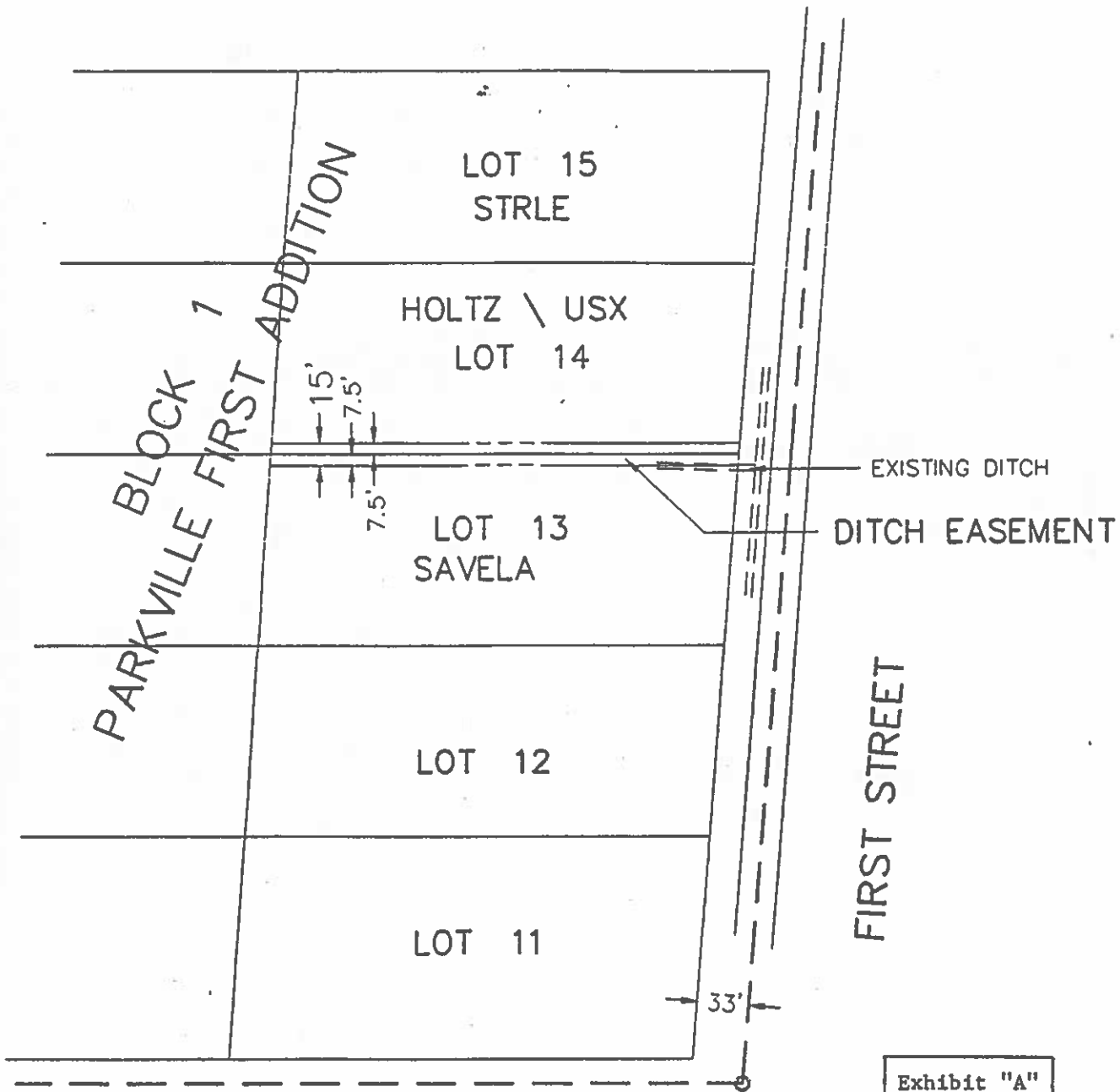
Notarial Stamp or Seal

JILL M. FORSEEN
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
My Commission Expires July 29, 1999

Jill M. Forseen
Notary Public
My Commission Expires: 7-29-99

This instrument drafted by:
Karen R. Ecklund, Attorney
Felhaber, Larson, Fenlon & Vogt
2100 MN World Trade Ctr, 30 E. 7th St.
St. Paul, MN 55101 (612)222-6321

EASEMENT DESCRIPTION

An easement for drainage ditch purposes on, over and across the North 7.50 feet of Lot 13, and the South 7.50 feet of Lot 14, Block 1, FIRST ADDITION to PARKVILLE, in Mt. Iron, Minnesota, according to the recorded plat thereof, on file at the St. Louis County recorder's office.



S 1/16TH COR.
SW 1/4 SEC. 1
T 58 N, R 18 W

Exhibit "A"

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

Rodney Flannigan
Rodney Flannigan Reg. No. 19792
Date 6/29/94



1"=100'
JUNE 1994



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: Soreptimist 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 MN Zip Code: 55792

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

Date(s) of event: April 15, 2026 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. S. 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

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 Yes 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