



**MOUNTAIN IRON
CITY COUNCIL
MEETING**

MONDAY, JUNE 1, 2026

6:30 P.M.

**MOUNTAIN IRON COMMUNITY CENTER
MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING
COMMUNITY CENTER
MOUNTAIN IRON ROOM
MONDAY, JUNE 1, 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 May 18, 2026, Regular Meeting (#1-7)
 - 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. City Engineer's Report
 - E. Sheriff's Department Report
 - F. Liaison Reports
- VI. Unfinished Business
- VII. New Business
 - A. Resolution Number 13-26 Decertifying TIF District 15 (#8)
 - B. Resolution Number 14-26 Ordering Bids (#9)
 - C. Development Agreement (#10-14)
- VIII. Communications (#15-20)
- IX. Announcements
- X. Adjourn

Page Number in Packet

MINUTES
MOUNTAIN IRON CITY COUNCIL
May 18, 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; Sgt. Toma, Sheriff's Department; Bryan Lindsay, City Attorney; and Mark Madden, Fire Department. .

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

1. Approve the minutes of the April 30, 2026, Local Board of Appeals and Equalization meeting.
2. Approve the minutes of May 4, 2026, regular meeting.
3. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
4. To acknowledge the receipts for the period May 1-15 totaling \$293,149.43 (a list is attached and made a part of these minutes).
5. To authorize the payments of the bills and payroll for the period May 1-15, totaling \$436,814.75 (a list is attached and made a part of these minutes).

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

It was moved by Roskoski and seconded by Stanaway to amend the original motion to remove the bill from O'Reily in the amount of \$375.00 from the consent agenda for separate consideration. Councilor Stanaway rescinded his support of the motion. The motion failed.

Public Forum:

- No one spoke during the forum

The Mayor reported on the following:

- Continued great job to City Staff for all the work they do

City Administrator:

- West 2 Rivers Campground open – reservations can be made online

It was moved by Roskoski that Mountain Iron City Administrator, Craig Wainio, Sgt. Toma, Fire Chief Mark Madden and City Attorney, Bryan Lindsay, review City Ordinances under the Title 96.60-Open Burning; specifically, sections 96.15, 96.16, 96.22, 96.23, 96.24, and any other related to nuisance and blight and if necessary implement warnings and penalties when complaints come to the City of Mountain Iron involving nuisance and blight matters. We can't go on and on for months with these issues. The motion failed.

It was moved by Stanaway and seconded by Buria to approve the following individuals as summer temporary employees:

Braxton Negen Xavier Inmon Hunter Applewick Emmaley Powell

*Additional seasonal employees as needed

The motion carried unanimously.

Director of Public Works:

- Thank you to City Employees – several gave up Saturday to fix waterline break near Anderson Auto/L&M Supply area

Library Director/Special Events Coordinator:

- Summer reading program starts June 8th
- July 4th celebration – more information to come

Sheriff's Department:

- No formal report

City Attorney:

- No formal report

Fire Department:

- Recent fire localized to one room with help from surrounding Departments

It was moved by Roskoski to approve the Fire Department report as presented. The motion failed due to lack of support.

Liaison:

- Councilor Roskoski
 - May 2nd Duluth New Tribune article – Andrew Carnegie history story in paper
- Councilor Gustafson
 - National Public Works week – thanks to Public Works and all that they do
 - Recent EDA meeting, May 12th – Broadband survey closes at end of June

It was moved by Stanaway and seconded by Gustafson to approve Resolution #12-26; Supporting the CSAH 7 and CSAH 101 Railroad Crossing Elimination Planning Project (a copy is attached and made a part of these minutes). The motion carried (No: Roskoski; Yes: Gustafson, Stanaway, Buria, and Anderson).

It was moved by Roskoski to amend the motion to have the following residents be mailed the May 18, 2026, City Council meeting packet, pages 9-13; the resident at the Northwest corner of the Number 7 and 101 intersection, address 4711 Highway 7, Iron, MN, 55751; second resident on the east side of Number 7, just north of the Number 7 and 101 intersection, address 4732 Highway 7, Iron, MN 55751; third resident on the north side of 101 just east of the Number 7 and 101 intersection, address 8657 Highway 101, Iron, MN, 55751. We should really find out the opinions of those residents in that area because if they are going to make a bridge, a good bridge over that intersection, they are going to have to buy those residents out. The motion failed.

City Engineer:

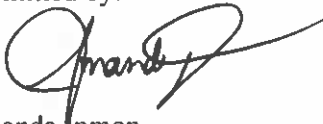
- No formal report
- Bids received for South Grove Complex

Announcement:

- Merritt Days Planning Committee meeting, Thursday, May 28th at Public Library @ 5:00pm
- Annual Mineral Hearing (virtual meeting) on unmined ore on May 21st at 10:00am

At 6:52p.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
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	101-20607	200.00
BUILDING RENTALS	COMMUNITY CENTER	101-36-6200-089	225.00
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	603-34-4400-003	225.00
FINES	CRIMINAL	101-35-5100-000	1,155.44
LICENSES	ANIMAL	101-32-2100-000	10.00
LICENSES	LIQUOR	101-32-2100-000	75.00
METER DEPOSITS	ELECTRIC	604-22000	350.00
MISCELLANEOUS	ASSESSMENT SEARCHES	101-36-6200-070	20.00
MISCELLANEOUS	BC/BS - MEDICA PAYABLE	101-21709	68,995.14
MISCELLANEOUS	DELTA DENTAL PAYABLE	101-21708	2,716.00
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	101-36-6200-090	200.00
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	101-21710	309.10
PERMITS	BUILDING	101-32-2100-000	73.50
PERMITS	CONDITIONAL USE	101-32-2100-000	150.00
UTILITY	UTILITY	001-11105	218,445.25
Grand Totals:			<u>293,149.43</u>

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/26	05/20/2026	163516	10056	A T & T MOBILITY	101-20200	1,871.46
05/26	05/20/2026	163517	1786	ALEC DEMARIA	604-20200	132.98
05/26	05/20/2026	163518	10050	AMCAST, INC.	101-20200	1,023.00
05/26	05/20/2026	163519	10006	ANDERSON AUTO CENTER (DBA)	101-20200	126.55
05/26	05/20/2026	163520	10019	ARMORY SHELL	101-20200	200.00
05/26	05/20/2026	163521	1958	BAILEY GANTZ	101-20200	200.00
05/26	05/20/2026	163522	1784	BARBARA SANDERS	604-20200	134.61
05/26	05/20/2026	163523	20009	BARBER GRAPHICS INC.	101-20200	4,614.25
05/26	05/20/2026	163524	1959	BETTY UDOVICH	101-20200	200.00
05/26	05/20/2026	163525	20023	BOLTON & MENK, INC	301-20200	100,510.00
05/26	05/20/2026	163526	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	1,810.15
05/26	05/20/2026	163527	20051	BSN SPORTS, LLC	101-20200	3,591.90
05/26	05/20/2026	163528	30097	C. EMERY NELSON, INC.	602-20200	696.00
05/26	05/20/2026	163529	30084	CARDMEMBER SERVICE	603-20200	6,052.00
05/26	05/20/2026	163530	1957	CASEY HALLIN	101-20200	200.00
05/26	05/20/2026	163531	220003	CITY OF VIRGINIA	101-20200	1,437.15
05/26	05/20/2026	163532	1901024	CTC-446126	101-20200	508.77
05/26	05/20/2026	163533	753	DAWN SAVELA	101-20200	100.00
05/26	05/20/2026	163534	40027	DULUTH/SUPERIOR COMMUNICATIONS INC.	101-20200	860.00
05/26	05/20/2026	163535	1785	EMILY LACOURSIERE	604-20200	112.38
05/26	05/20/2026	163536	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	5,181.98
05/26	05/20/2026	163537	60029	FERGUSON ENTERPRISES INC	101-20200	31.99
05/26	05/20/2026	163538	50048	FRONTIER ENERGY	604-20200	1,050.00
05/26	05/20/2026	163539	70016	GOPHER STATE ONE CALL INC	604-20200	17.55
05/26	05/20/2026	163540	80022	HAWKINS INC	602-20200	50.00
05/26	05/20/2026	163541	80001	HILLYARD INC.	101-20200	593.80
05/26	05/20/2026	163542	80037	HOMETOWN MEDIA PARTNERS	101-20200	1,733.70
05/26	05/20/2026	163543	90017	INGRAM LIBRARY SERVICES LLC	101-20200	379.27
05/26	05/20/2026	163544	1787	JOHN RITACCO	604-20200	93.45
05/26	05/20/2026	163545	200055	KYLE LEE TOMCYZK	101-20200	56.31
05/26	05/20/2026	163546	120006	L & M SUPPLY	101-20200	3,289.58
05/26	05/20/2026	163547	120002	LAWSON PRODUCTS INC	101-20200	1,158.78
05/26	05/20/2026	163548	160037	LINDE GAS & EQUIPMENT INC.	101-20200	39.12
05/26	05/20/2026	163549	120011	LOFFLER COMPANIES INC.	602-20200	583.66
05/26	05/20/2026	163550	130181	MIB SPEECH/DRAMA CLUB	101-20200	97.28
05/26	05/20/2026	163551	13001	MID-AMERICA BOOKS	101-20200	527.90
05/26	05/20/2026	163552	140026	MINNESOTA ENERGY RESOURCES	602-20200	886.70
05/26	05/20/2026	163553	130009	MINNESOTA POWER (ALLETE INC)	604-20200	199,046.36
05/26	05/20/2026	163554	130176	MN FIRE SERVICE CERTIFICATION BOARD	101-20200	262.00
05/26	05/20/2026	163555	130015	MOUNTAIN IRON PUBLIC UTILITIES	602-20200	19,435.34
05/26	05/20/2026	163556	30001	NAPA AUTO PARTS	101-20200	15.26
05/26	05/20/2026	163557	140042	NORTHERN DOOR & HARDWARE INC	101-20200	781.00
05/26	05/20/2026	163558	140004	NORTHERN ENGINE & SUPPLY INC	603-20200	319.18
05/26	05/20/2026	163559	150007	O'REILLY AUTO ENTERPRISES, LLC	101-20200	438.08
05/26	05/20/2026	163560	180006	RMB ENVIRONMENTAL LABORATORIES	602-20200	451.44
05/26	05/20/2026	163561	19012	SAVER'S PLUMBING & HEATING LLC	601-20200	194.00
05/26	05/20/2026	163562	190039	ST LOUIS COUNTY RECORDER/REGISTRAR	101-20200	46.00
05/26	05/20/2026	163563	200020	THE TRENTI LAW FIRM	101-20200	2,980.00
05/26	05/20/2026	163564	18002	THRO KINDNESS LLC	101-20200	10,698.00
05/26	05/20/2026	163565	210004	ULINE, INC.	301-20200	8,261.58
05/26	05/20/2026	163566	30072	VC3	101-20200	4,745.18
05/26	05/20/2026	163567	10075	VESTIS	603-20200	208.77
05/26	05/20/2026	163568	220020	VISA OR PARK STATE BANK CC PMT	101-20200	9,926.44

M = Manual Check, V = Void Check

PP-Ending 05/08

38,853.84

TOTAL EXPENDITURES

\$436,814.75



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 12-26

SUPPORTING THE CSAH 7 AND CSAH 101 RAILROAD CROSSINGS ELIMINATION PLANNING PROJECT

WHEREAS, there are 122 active railroad crossings on the county road system in St. Louis County that generate on average one to two crashes per year involving a train and vehicle; and

WHEREAS, crashes that involve a train and vehicle are nearly 16 times as likely to result in a serious injury or fatality compared to crashes that occur on the county road system not at a railroad crossing; and

WHEREAS, the best strategy to reduce the risk of crashes at railroad crossings on the county road system is through elimination (closure) and grade separation (construct a bridge overpass); and

WHEREAS, the St. Louis County Railroad Crossing Safety Plan, developed in 2024, recommended 19 railroad crossing closures and 12 grade separations for railroad crossings located on the county road system; and

WHEREAS, St. Louis County has identified four railroad crossings, identified as USDOT #252375H, #252070K, #251970X and #260126X which cumulative carry up to 53 trains per day located on CSAH 7 (Hwy 7) and CSAH 101 (Hwy 101) within the cities of Eveleth and Mountain Iron and Clinton Township as candidates for elimination and safety improvements; and

WHEREAS, CSAH 7 (Hwy 7) serves 3,500 vehicles per day and CSAH 101 (Hwy 101) serves 2,300 vehicles per day, and the combination of a high volume of trains and vehicles results in significant delays for traffic on CSAH 7 (Hwy 7) and CSAH 101 (Hwy 101) and creates a risk for high-speed rear-end type crashes; and

WHEREAS, the St. Louis County Railroad Crossing Safety Plan recommends grade separations for two railroad crossings (USDOT #252070K and #252375H) on CSAH 7 (Hwy 7) and one railroad crossing (USDOT #260126X) on CSAH 101 (Hwy 101); and

WHEREAS, CSAH 7 (Hwy 7) and CSAH 101 (Hwy 101) are regionally significant highway corridors that serve the Eveleth, Mountain Iron and Virginia areas of the Iron Range; and

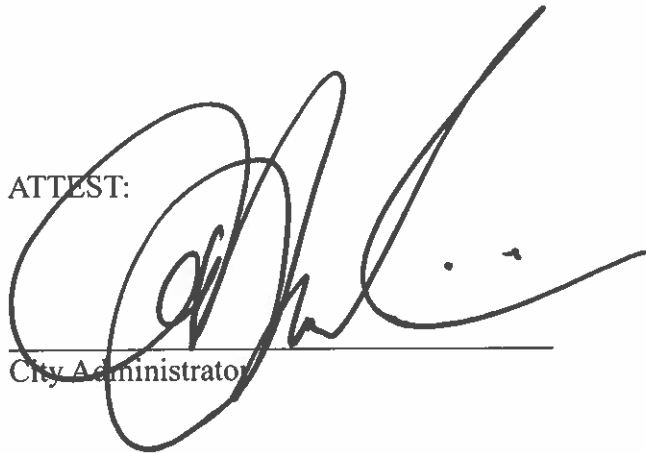
WHEREAS, St. Louis County is seeking funding through the Railroad Crossing Elimination (RCE) Grant Program for the CSAH 7 and CSAH 101 Railroad Crossings Elimination Planning Project; and

WHEREAS, this project will complete a planning and preliminary engineering process to develop recommendations for the four railroad crossings on CSAH 7 (Hwy 7) and CSAH 101 (Hwy 101) which will support a future capital project to improve highway mobility and safety at these railroad crossings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City supports St. Louis County's funding application to the Railroad Crossing Elimination (RCE) Grant Program for the CSAH 7 and CSAH 101 Railroad Crossings Elimination Planning Project.

DULY ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF MAY, 2026.

ATTEST:



City Administrator



Mayor Peggy Anderson



CITY OF MOUNTAIN IRON

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RESOLUTION NUMBER 13-26

DECERTIFYING TAX INCREMENT FINANCING REDEVELOPMENT DISTRICT NO. 1-15 OF THE CITY OF MOUNTAIN IRON

WHEREAS, on April 15, 2016, the City of Mountain Iron (the "City") established Tax Increment Financing Redevelopment District No. 1-15, (the "District"); and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.1794 (the "TIF Act") authorizes the City Council to decertify a tax increment financing district on any date after all bonds and other obligations have been satisfied; and

WHEREAS, as of the date hereof all obligations to which tax increment from the District have been pledged will be paid in full; and

WHEREAS, the City desires by this resolution to decertify the District effective December 31, 2026, by which all taxing jurisdictions will benefit from an increased tax base effective for taxes payable in 2027; and

WHEREAS, the City Council acknowledges such action will be taken by Saint Louis County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City after December 31, 2026.

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

1. The City Administrator is authorized and directed to provide Saint Louis County with documents related to decertification of the District, to submit the Confirmation of Decertified TIF District form to the Office of the State Auditor and take any other steps required for decertification by December 31, 2026.
2. The City Administrator is authorized and directed to determine the amount of excess tax increment in the account for the District and to return all excess tax increment to Saint Louis County for redistribution to other taxing jurisdictions.

DULY ADOPTED BY THE CITY COUNCIL THIS 1ST DAY OF JUNE, 2026.

ATTEST:

Mayor Peggy Anderson

City Administrator



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RESOLUTION NUMBER 14-26

APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to Resolution Number 02-26 passed by the City Council on February 17, 2026, the city engineer has prepared plans and specifications for the Wastewater Improvement Slipling Project 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 June 30, 2026, 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 July 6, 2026, 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 1st DAY OF JUNE, 2026.

Mayor Peggy Anderson

ATTEST:

City Administrator

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made effective as of _____, 2026 ("Effective Date"), by and between Venture Pass Partners LLC, having its principal place of business at 130 Edgewood Ct, Wayzata, MN, and the City of Mountain Iron, Minnesota, having its principal address at 8586 Enterprise Drive South, Mountain Iron MN, United States ("CITY").

WHEREAS, Venture Pass Partners LLC or an affiliate is purchasing the property described as parcels 175-0071-01214, 175-0071-01218 and 175-0071-01219; and

WHEREAS, Venture Pass Partners LLC is desirous of redeveloping the property described above; and

WHEREAS, Venture Pass Partners LLC has committed by accepting the commercial redevelopment grant from the IRRR to reinvestment in the city of Mountain Iron to match the value of the IRRR demolition grant; and

WHEREAS, the purchase and redevelopment of this property by Venture Pass Partners LLC will enhance this property and enhance the tax base of the city of Mountain Iron; and

WHEREAS, the City has reviewed and is in initial basic agreement with Venture Pass Partners development plans for this property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for receipt of other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree as follows:

1. SCOPE OF WORK:

- a) Venture Pass Partners LLC shall work with the City to provide appropriate documentation to assist with securing any appropriate IRRR grants for parcel 175-0071-01214, 175-0071-01218 and 175-0071-01219, if available.
- b) Venture Pass Partners LLC shall prepare proposed plans, site drawings, specifications, etc., that show the project site work consistent with City ordinances and building codes.
- c) **PROCUREMENT AND CONTRACTING:** Any parts of the project that are funded through IRRR grants will follow the state rules and guidelines pertaining to such grants.

- d) Venture Pass Partners LLC will commit to completion of the above stated services within twelve (12) months of the Effective Date of this Agreement.
- e) Venture Pass Partners LLC will, upon CITY's periodic requests, promptly deliver any, and all, project documentation needed to confirm the execution of this Agreement.
- f) ACKNOWLEDGMENT: Venture Pass Partners LLC shall be in compliance with the grant agreements between the City and the IRRR and agrees to all the terms and conditions of the agreements.

2. COMPENSATION:

- a) If the agreement is not fulfilled within the specified timeframe, the parties may agree to an extension in writing if a good-faith effort has been made to complete the obligations herein listed and an updated completion schedule allows for the fulfillment of the terms of this agreement. In the absence of completion of the services or an extension, Venture Pass Partners LLC will be required to reimburse the CITY for the subsidy to the extent that the terms have not been completed.
- b) Venture Pass Partners agrees to require the payment of prevailing wage according to Minnesota Prevailing Wage Statute and IRRR Policy, as needed.

3. INDEPENDENT CONTRACTOR

Venture Pass Partners LLC will, at-all-times, be an independent contractor under this Agreement and not an employee or agent of CITY. Neither Venture Pass Partners LLC nor CITY will have any authority to obligate or bind the other in any manner whatsoever, and neither Venture Pass Partners LLC nor CITY will make any representations or statements about the other or the other's services other than as agreed by the parties in writing or required by applicable law or regulation.

4. RESPONSIBILITY FOR CONTRACTORS:

Venture Pass Partners LLC shall release, defend and indemnify City, its elected and/or appointed officials, employees, and agents from and against any and all claims, demands, lawsuits, complaints, loss, costs (including attorneys' fees), damages and injunctions relating to any acts, failures to act, errors, omissions, of Venture Pass Partners or its assigns, consultants, contractors, subcontractors, suppliers, and agents.

5. BUILDING, LIFE SAFETY CODE, FIRE SAFETY, GRADING, DRAINAGE, AND EROSION CONTROL PLANS:

Venture Pass Partners LLC agrees that all buildings, life safety, fire, grading, drainage and erosion plans contained in the Project Plans will meet all applicable local and state codes.

6. REPRESENTATIVES AND WARRANTIES OF THE CITY:

City represents and warrants to Venture Pass Partners LLC that it has the power, authority, and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City, as the case may be, under this Agreement.

7. TERM AND TERMINATION

- a) The term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 4, will remain in full force and effect until purchase completion or twelve (12) months later, whichever comes first.
- b) This Agreement will terminate upon a completion of the Services listed in the Scope of Work. Venture Pass Partners LLC will provide evidence as necessary to CITY that the services have been completed.
- c) Upon termination, Venture Pass Partners LLC will return to City any amount owed by certified mail to the address listed herein within (30) days.

8. MEDIATION

In the event, the parties have disagreements regarding the Project, the parties agree to seek mediation in an attempt to work out a mutually acceptable agreement. The costs of such mediation will be split equally between the parties. If the parties mediate and do not come to an agreement, they may discuss in good faith arbitration with the American Arbitration Association.

9. DEVELOPER'S DEFAULT

In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, upon giving fourteen (14) days written notice to the Developer citing such default, either 1) perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, or 2) declare all of the unpaid amounts levied pursuant to this Agreement, if any, due and payable in full, and may immediately commence legal action against the Developer to collect the entire unpaid balance, including reasonable attorney's fees and costs. This Development Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.

10. MISCELLANEOUS

- a) All notices from one party to the other required or permitted under this Agreement will be in writing, will refer specifically to this Agreement, and will be delivered in person, or sent by electronic or facsimile transmission for which a confirmation of delivery is

obtained, or sent by registered mail or express courier services providing evidence of delivery, in each case to the recipient party's respective address set forth on the signature page hereof (or to such updated address as may be specified in writing to the other party from time to time). Such notices will be deemed effective as of the date so delivered or on the third business day following mailing.

- b) Other than as expressly set forth in this agreement, Venture Pass Partners LLC makes no representation or warranty and hereby expressly disclaims any representation or warranty of any kind, express or implied.
- c) The City makes no representation or warranty and hereby expressly disclaims any representation or warranty of any kind, express or implied.
- d) This Agreement is binding on the City, on Venture Pass Partners LLC, and both parties' successors and assigns. It constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other agreements between the parties prior to the Effective Date, in connection with the subject matter hereof. The headings or titles in this Agreement are for purposes of reference only and will not in any way affect the interpretation or construction of this Agreement.
- e) No waiver of any of the provisions of this Agreement will be valid unless in a written document, signed by the party against whom such a waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder. All amendments of this Agreement will be made in writing and signed by both parties, and no oral amendment will be binding on the parties.
- f) This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any conflict of law principles to the contrary. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it will nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement will not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the effective date shown above. Each of the persons signing this Agreement affirms that he or she is duly authorized to do so and thereby to bind the indicated entity. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

City of Mountain Iron

By _____
Its Mayor

2026

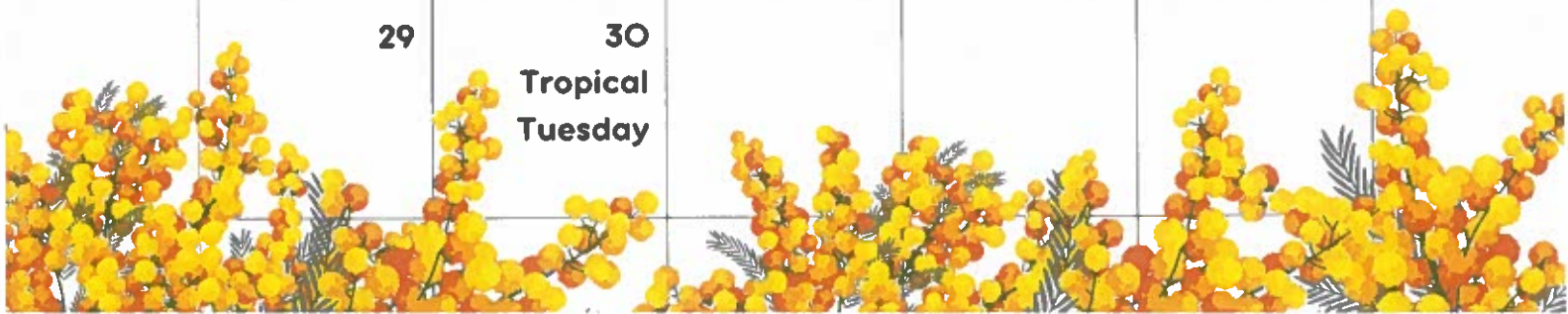
CALENDAR



JUNE



MON	TUE	WED	THU	FRI
1	2 Story Time 10:30am	3	4	5
8 Summer Reading Begins!	9	10	11 Jolly Pops 3:30pm	12 STEAM FRIDAY 11am
15	16 Story Time 10:30am	17 Reptile Show 3:30pm	18	19 CLOSED Juneteenth
22 Take & Make Kits	23	24	25	26 STEAM FRIDAY 11am
29	30 Tropical Tuesday			



Thank you



Thank you for donating money towards our shirts to our Merritt Elementary Track and Field Day. We appreciate your support. The day was great and was even better because of you.
From, Merritt Elementary students



May 8, 2026

City of Virginia
c/o Britt See-Benes, City Administrator
327 1st St S
Virginia, MN 55792

City of Mountain Iron
c/o Craig Wainio, City Administrator
8586 Enterprise Dr S
Mountain Iron, MN 55768

Robert R. Kaniut
Fryberger Law Firm
302 W Superior St, Suite 700
Duluth, MN 55802

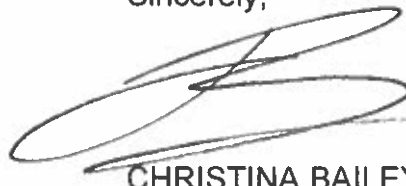
Re: CAH 5-0333-41398 (MBAU D-681/A-8540 (City Mountain Iron/City of Virginia))

Dear Britt, Craig, and Robert:

Attached and served upon you is the **ORDER APPROVING CONCURRENT DETACHMENT AND ANNEXATION** in the above-entitled matter. The Court of Administrative Hearings' file in this matter is now closed.

Please contact me at mbauadministrator.oah@state.mn.us or 651-361-7900 if you have any questions.

Sincerely,



CHRISTINA BAILEY
Legal Assistant

Attachment

STATE OF MINNESOTA
COURT OF ADMINISTRATIVE HEARINGS

In the Matter of the Concurrent Detachment
and Annexation of Certain Real Property
from the City of Mountain Iron to the City of
Virginia
(MBAU Docket D-681/A-8540)

**ORDER APPROVING
CONCURRENT DETACHMENT AND
ANNEXATION**

City of Mountain Iron Resolution No. 05-26/City of Virginia Resolution No. 26040 (Joint Resolution), adopted by the City of Mountain Iron on October 6, 2025, and the City of Virginia on November 10, 2025, requests the concurrent detachment from Mountain Iron and annexation to Virginia of certain real property (Property) pursuant to Minn. Stat. § 414.061 (2024). The City of Virginia filed the Joint Resolution with the Court of Administrative Hearings on December 1, 2025. The record closed on April 14, 2026, following clarification of the legal description of the property intended to be detached and annexed.

The Property is legally described as follows:

PROPOSED PARCEL TO BE DETACHED / ANNEXED DESCRIPTION

All those parts of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 6, and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 7, all in Township 58 North, Range 17 West, according to the US Government Survey thereof, located in 1878 by F. Howe, US Deputy Surveyor, and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 12, Township 58 North, Range 18 West, according to the US Government Survey thereof, located in 1882 by W. Allen, US Deputy Surveyor, lying within the following described figure:

Commencing at the Northeast Corner of said Section 12, Township 58 North, Range 18 West, set in 1882 by Allen, thence South 01 degree 44 minutes 13 seconds East, assigned bearing, along the east line of said Section 12, as located by Allen in 1882, a distance of 462.99 feet to the north right of way line of Ninth Street North, formerly known as Highway No. 169, and the POINT OF BEGINNING; thence westerly and northwesterly a distance of 351.75 feet along the said north and northeasterly right of way line of Ninth Street, along a non-tangential curve, concave to the north, having a chord bearing of North 84 degrees 02 minutes 11 seconds West, a chord length of 350.83 feet, a radius of 1402.89 feet, and a central angle of 14 degrees 21 minutes 57 seconds; thence continuing along said northeasterly right of way line, non-tangent to the last described curve, North 30 degrees 39 minutes 26 seconds West a distance of 143.84 feet to the east right of way line of State Trunk Highway No. 53; thence South 87 degrees 55 minutes 54 seconds West, parallel with and 301.88 feet north of the south line of said Section 6, Township 58 North, Range 17 West, located in 1878 by Howe, a distance of 246.32 feet

to the west line of said Section 6, as located by Howe in 1878; thence South 00 degrees 43 minutes 08 seconds East, along said west line of Section 6, a distance of 301.96 feet to the Southwest Corner of said Section 6, as located by Howe in 1878; thence South 87 degrees 55 minutes 54 seconds West, along the westerly extension of the south line of said Section 6 as located by Howe in 1878, a distance of 329.22 feet to the east right of way line of the DW&P Railway main line; thence South 06 degrees 02 minutes 21 seconds East, along said east right of way line, a distance of 33.08 feet to the existing municipal boundary, according to the Municipal Commission of the State of Minnesota document A-2064, dated April 13, 1972; thence North 87 degrees 55 minutes 54 seconds East, along said existing municipal boundary, a distance of 995.65 feet to the said east line of Section 12, as located by Allen in 1882; thence North 01 degree 44 minutes 13 seconds West, along said east line, a distance of 159.56 feet to the Point of beginning and there terminating.

PROPOSED AMENDED MUNICIPAL BOUNDARY DESCRIPTION

BEGINNING at the Northeast Corner of Section 12, Township 58 North, Range 18 West, according to the US Government Survey thereof, set in 1882 by W. Allen, US Deputy Surveyor, thence southerly along the east line of said Section 12, as located by Allen in 1882, to the north right of way line of Ninth Street North, formerly known as Highway No. 169; thence westerly and northwesterly along the north and northeasterly right of way line of said Ninth Street to the east right of way line of State Trunk Highway No. 53; thence westerly, parallel with and 301.88 feet north of the south line of Section 6, Township 58 North, Range 17 West, according to the US Government Survey thereof, located in 1878 by F. Howe, US Deputy Surveyor, to the west line of said Section 6; thence southerly along the west line of said Section 6, as located by Howe in 1878, to the Southwest Corner of said Section 6, as located by Howe in 1878, thence westerly along the westerly extension of the said south line of Section 6 to the east right of way line of the DW&P Railway; thence southerly along said east right of way line to the existing municipal boundary line and there terminating.

SURVEYOR'S NOTE:

Frank D. Howe, US Deputy Surveyor, surveyed and set the original location of the range line between Township 58 North, Range 17 West, and Township 58 North, Range 18 West, in October, 1878. In January, 1882, US Deputy Surveyor William Allen retraced the original range line, but was unable to locate Howe's entire line common to Township 58 North, Range 17 West, and Township 58 North, Range 18 West. Finding no evidence of Howe's range line, Allen set new section line and corners, inconsistent with the already established line and corners, thereby creating a partial overlap of the two townships. Subsequent surveys recovered evidence of both distinct range lines, confirming the existence of the overlap condition.

The proposed annexation/detachment is located predominantly within the township overlap, and is properly described simultaneously within Section 6, Township 58 North, Range 17 West, and Section 12, Township 58 North, Range 18 West, as well

as simultaneously within Section 7, Township 58 North, Range 17 West, and said Section 12.

Based upon a review of the Joint Resolution, the Administrative Law Judge makes the following:

ORDER

1. Pursuant to Minn. Stat. § 414.061, the Joint Resolution is deemed adequate in all legal respects and properly supports this Order.

2. Pursuant to this Order, the Property is concurrently **DETACHED** from Mountain Iron and **ANNEXED** to Virginia.

Dated: May 8, 2026



Jim Mortenson
Administrative Law Judge

NOTICE

This Order is the final administrative order in this case under Minn. Stat. §§ 414.061, .07, .09, .12 (2024). Pursuant to Minn. Stat. § 414.07, subd. 2, any person aggrieved by this Order may appeal to St. Louis County District Court by filing an Application for Review with the Court Administrator within 30 days of this Order. An appeal does not stay the effect of this Order.

Any party may submit a written request for an amendment of this Order within seven days from the date of the mailing of the Order pursuant to Minn. R. 6000.3100 (2025). However, no request for amendment shall extend the time of appeal from this Order.