
*Eveleth City
Council Meeting*

April 21, 2025



AGENDA
Eveleth City Council Meeting
5:30 p.m., April 21, 2025
Council Chambers, City Hall, Eveleth, MN

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. Minutes of City Council Meeting April 7, 2025

D. APPROVAL OF AGENDA

E. PUBLIC COMMENT (three-minute limit per person)

F. APPOINTMENTS/PRESENTATIONS – None

G. CONSENT AGENDA

1. Approval of Payroll – April 1-15, 2025

H. PUBLIC HEARINGS – None

I. NEW BUSINESS

1. Introduction and First Reading of an Ordinance Regulating Parking on Fayal Road between Grant Avenue and Kimberly Avenue, and between Van Buren Avenue and Adams Avenue
2. Introduction and First Reading of an Ordinance Repealing and Replacing Ordinance No. 80, 2nd Series, Regulating the Use, Sale, and Operation of Cannabis in the City of Eveleth
3. Request for Out-of-Town Training for the Police Administrative Assistant
4. Easement Agreement between City of Eveleth and Iron Range Learning and Development Center, dba Apple Tree Learning Center
5. Land License Agreement between City of Eveleth and Iron Range Learning and Development Center, dba Apple Tree Learning Center
6. Consider accepting quotation for garbage truck chassis from Ascendence Truck Center
7. Consider accepting quotation for garbage truck packer from EJ Equipment

8. Resolution Accepting Donation for the Library from Friends of the Eveleth Public Library

J. COUNCIL PRESENTATIONS/COMMITTEE REPORTS

Board & Liaison Updates

K. ADMINISTRATIVE PRESENTATIONS

Police Chief
Public Works Director
City Engineer
City Clerk-Administrator

L. ADJOURN

Agenda Item C.1

City of Eveleth
City Council Meeting

April 21, 2025

MINUTES
Eveleth City Council Meeting
5:30 p.m., April 7, 2025
Council Chambers, City Hall, Eveleth, MN

A. CALL TO ORDER

Mayor Roen called the meeting to order at 5:30 p.m.

B. ROLL CALL

Councilor Jim Perpich, Present
Councilor John Rauzi, Present
Councilor Brian Lillis, Present
Councilor Joseph Koivunen, Absent
Mayor Adam Roen, Present

Also present: City Clerk Administrator Jackie Monahan-Junek; Deputy City Clerk Stephanie Friebe; Public Works Director Jerry Rosati; Deputy Police Chief Brian Ness; City Attorney Joel Lewicki; Alan Johnson, Bolton & Menk Engineering; Eveleth Fire Chief Guy Spurlin; Therese Elverum, Eveleth Ambulance EMS Operations Supervisor

C. APPROVAL OF MINUTES

Motion by Councilor Perpich, second by Councilor Rauzi to approve the following minutes:

1. *Minutes of City Council Town Hall Meeting held February 26, 2025;*
2. *Minutes of City Council Workshop Meeting held March 12, 2025;*
3. *Minutes of City Council Meeting held March 17, 2025; and*
4. *Minutes of City Council Workshop Meeting held March 25, 2025.*

Ayes – All.

D. APPROVAL OF AGENDA

Motion by Councilor Lillis, second by Councilor Rauzi to approve the agenda. Ayes – All.

E. PUBLIC COMMENT

Juren Raske and Aaron Rasmusson addressed the Council. They are in the process of starting a Cannabis farm at the Woodline building. This area is not within the City limits of Eveleth, but Raske and Rasmusson have been attending surrounding area City and Township meetings to make sure there are no major roadblocks. The farm, which is limited to 35,000 square feet, will grow plants indoors with artificial lighting and irrigation. After 18 months,

the farm will be inspected. If it passes inspection, Raske and Rasmusson would be allowed one store front. They are unsure if they would open up a store front on the Iron Range or in Minneapolis within two years.

Mayor Roen wished Raske and Rasmusson the best of luck. He thanked them for informing the Council of their plans, and asked them to keep the Council up to date.

F. APPOINTMENTS/PRESENTATIONS

None.

G. CONSENT AGENDA

- 1. Approval of Payroll – March 1-15, 2025 in the amount of \$157,164.11**
- 2. Approval of Payroll – March 15-31, 2025 in the amount of \$190,316.86**
- 3. Approval of Claims – March 2025 in the amount of \$704,397.36**

Motion by Councilor Rauzi, second by Councilor Perpich to approve the Consent Agenda. Ayes – Rauzi, Perpich, Roen. Abstained – Lillis (due to conflict of interest). Motion carried.

H. PUBLIC HEARINGS

None.

I. NEW BUSINESS

- 1. Authorize Director of Public Works to purchase regular road salt for the 2025-26 season from the Cooperative Purchasing Venture State Bid program or the open market**

Motion by Councilor Lillis, second by Councilor Perpich to approve the Director of Public Works to purchase regular road salt for the 2025-26 season from the Cooperative Purchasing Venture State Bid program or the open market. Ayes – All.

- 2. Authorize the City Engineer to call for quotes for the 2025 Phase 3 Fayal Pond area improvements**

Public Works Director Rosati informed the Council that the City has received a grant from the IRRRB for \$32,000 for Phase 3 of the Fayal Pond Improvements. The City Engineer has estimated Phase 3 will cost \$60,000. The City will pay the remaining balance. Rosati presented the Council with two drawings. The first drawing portrays what would be accomplished using the grant money alone. The second drawing shows an upgrade to the parking lot which could be added as an alternate bid to the project. The parking lot improvement would be an additional City expense and is estimated at \$15,000 to \$16,000.

Motion by Councilor Perpich, second by Councilor Rauzi to authorize the City Engineer to call for quotes for the 2025 Phase 3 Fayal Pond Area Improvements and to authorize obtaining quotes for the add alternate parking spot improvements. Ayes – All.

City Engineer Johnson anticipated quotes may be available for Council approval the first or second meeting of May.

3. Consider quotes for 2025 Curb, Sidewalk & Pavement Replacement

Motion by Councilor Lillis, second by Councilor Perpich to approve the quotation from 3D Concrete & Construction for 2025 Curb, Sidewalk & Pavement Replacement. Ayes – All.

4. Consider quotes for lawn mowers

Motion by Councilor Rauzi, second by Councilor Lillis to purchase two (2) 35HP Toro Zmaster 4000 Pro 72” Cut lawnmowers from Five Seasons Sports in the amount of \$12,467.00 per mower. Ayes – All.

5. Catalis website proposal

Motion by Councilor Rauzi, second by Councilor Perpich to authorize moving forward with the Catalis redesign website proposal and the mass notification implementation in the amount of \$4,500.00. Ayes – All.

Mayor Roen would like the Council to review examples (which were provided to them) of other websites created by Catalis and discuss the website redesign at the next City Council Workshop Meeting.

6. Memorandum of Understanding for the St. Louis County Multi-Disciplinary Team for vulnerable citizens

Therese Elverum, Eveleth Ambulance EMS Operations Supervisor, explained the Memorandum of Understanding which allows first responder agencies to discuss private information. This allows these agencies to review cases involving vulnerable citizens in order to work through problems or difficulties.

Motion by Councilor Perpich, second by Councilor Lillis to authorize the Memorandum of Understanding for the St. Louis County Multi-Disciplinary Team for Vulnerable Citizens. Ayes – All.

7. Approve Medical Director Agreement between MJM Medical Director Consortium and City of Eveleth

The Eveleth Ambulance Service must have a medical doctor who provides direction for training, equipment and patient care. The City Council approved the Medical Director agreement at the February 6, 2024 City Council Meeting. The Medical Director Consortium declined to sign the agreement as there were issues with the City's insurance requirements. Both parties have now been able to come to an agreement on insurance.

Motion by Councilor Perpich, second by Councilor Lillis to approve the Medical Director Agreement between MJM Medical Director Consortium and the City of Eveleth. Ayes – Perpich, Lillis, Roen. Abstained – Rauzi (due to conflict of interest). Motion carried.

8. Quote from North Shore Compressor Inc. for a cascade system to fill SCBAs

Fire Chief Spurlin addressed the Council with a request to purchase a new cascade system to fill SCBAs. The current system does not have the capacity to fill the tanks adequately. There are also safety issues as the system cannot secure the canisters as they are being fill. This could result in a rupture which would potentially cause injury. The other safety factor relates to fire scenes and how much air the firefighters have when entering a building.

Councilor Lillis reported that the Public Safety Committee met with Chief Spurlin and have concurred that the risk to the City's firefighters is not acceptable. Lillis said it only takes one incident to create a terrible tragedy.

City Clerk Administrator Monahan-Junek said about 10 years ago the City starting putting money aside to replace equipment, and funds are available to purchase the new system.

Motion by Councilor Perpich, second by Councilor Lillis to approve the quote from North Shore Compressor Inc. for the purchase of a new cascade system to fill SCBAs in the amount of \$47,147.90 plus installation costs. Ayes – All.

9. Modify Easement Agreement between the City of Eveleth and Brandie's Building Limited Liability Partnership

Motion by Councilor Perpich, second by Councilor Rauzi to modify the Easement Agreement between the City of Eveleth and Brandie's Building Limited Liability Partnership by changing the dollar amount from \$1,342.00 to \$1 per year for use of the easement; and to also modify the parties of the Easement from Brandie's Building Limited Liability Partnership to Appletree. Ayes – All.

City Attorney Lewicki recommended the City issue a Land License to Appletree to utilize the parking lot adjacent to the parcel at no additional cost. In the event the City owned parcel is developed, the parking lot would not be part of the lawful agreement to

provide access for their building. It was pointed out that there is a parking lot off of the daycare building. The City's lot is providing extra parking.

10. Resolution Authorizing Conveyance of Real Estate and Purchase Agreement for Lots One (1) and Two (2), Block One (1), Carter Circle

Motion by Councilor Perpich, second by Councilor Rauzi to approve Resolution Authorizing Conveyance of Real Estate and Purchase Agreement for Lots One (1) and Two (2), Block One (1), Carter Circle to David Mark Olson, Vickie Marie Olson, and Jamie Marie Heglund in the amount of \$4,000.00. Ayes – All.

City Clerk Administrator Monahan-Junek reported that there are two remaining lots to be sold in Carter Circle.

11. Consider recommendation for casual pay

Motion by Councilor Lillis, second by Councilor Perpich to raise the casual pay rates as follows:

<i>Adult Casual</i>	<i>increase from \$16/hour to \$18/hour</i>
<i>Student Lead Casual</i>	<i>increase from \$15/hour to \$17/hour</i>
<i>Student Casual</i>	<i>increase from \$13/hour to \$15/hour</i>

Ayes – All.

12. Inquiry regarding police service

Councilor Lillis received a phone call from Gilbert City Councilor Bob Pontinen. Councilor Pontinen explained that he, along with Gilbert Councilor Vertachnik, were looking at ways their City could save money by reducing police expenses. Pontinen asked to meet with Eveleth's Public Safety Committee (Councilors Lillis & Koivunen) to discuss how much Eveleth would charge the City of Gilbert to provide contract police services to Gilbert. Councilor Lillis and Councilor Koivunen both agreed that they should not meet with the Gilbert City Council unless the Eveleth City Council approved. Councilor Lillis stated the Eveleth City Council would need to determine whether or not they would want Eveleth to provide police services to Gilbert given the potential political backlash. Lillis said he does see an opportunity, and has long been a proponent to shared services with our neighboring communities. He sees the value of discussion between the two communities about a potential merging of police departments.

Motion by Councilor Perpich, second by Councilor Rauzi to authorize the Eveleth Public Safety Committee to continue conversations with the City of Gilbert regarding their inquiry of sharing police services. Ayes – All.

13. Letter from Code Enforcement Officer regarding Declaration of Building Condemnation at 1502 W. 1st Street

Councilor Lillis noted for the record that he would be participating in the conversation as the Code Enforcement Officer for Eveleth and not a City Council Member.

Councilor Lillis presented a report regarding the building at 1502 W. 1st Street, Eveleth, which was issued a Declaration of Building Condemnation on July 24, 2024 requiring that both buildings on the property be demolished no later than January 24, 2025.

Property owner, Bernice Sabetti, requested additional time to tear down the building as the ground was frozen. Lillis responded to Sabetti's request extending the deadline to March 15, 2025. Lillis was able to speak with Sabetti who indicated her attorney would be contacting the City to make arrangements to split property into two lots, giving half of the property to her daughter, and donating the other half with the buildings to Habitat for Humanity. To date, Lillis has not heard from an attorney and recommends the City set up a hearing for the property.

Motion by Councilor Rauzi, second by Councilor Perpich to schedule a hearing with Bonnie Sabetti regarding the demolition order for buildings located at 1502 W. 1st Street, Eveleth, Minnesota. Ayes – Rauzi, Perpich, Roen; Abstain – Lillis (due to conflict of interest). Motion carried.

14. Removal of Police Officer from Probationary Status

Motion by Councilor Perpich, second by Councilor Lillis to remove Officer Brent Mathison from probationary status effective April 8, 2025 and that he be classified as a full-time regular patrol officer for the City of Eveleth. Ayes – All.

Deputy Police Chief Ness said that Officer Mathison is a transfer from another agency. His probationary time was shortened due to his years of experience.

15. Consent to Iron Range Half Marathon, August 16, 2025

Motion by Councilor Perpich, second by Councilor Rauzi to authorize consent to the Iron Range Half Marathon on Saturday, August 16, 2025. Ayes – All.

16. Resolution Accepting Donation for the Library (Summer Reading Program)

Motion by Councilor Perpich, second by Councilor Rauzi to adopt Resolution No. 2025-10, "Resolution Accepting Donation for the Library from the United Way of Northeastern MN," and to send a letter of thanks. Ayes – All.

The United Way of Northeastern MN donated \$1,000 towards the Eveleth Library Summer Reading Program.

17. Resolution Accepting Donation for the Library

Motion by Councilor Perpich, second by Councilor Rauzi to adopt Resolution No. 2025-11, "Resolution Accepting Donation for the Library." Ayes – All.

The City received a \$100 anonymous donation for the Eveleth Library.

J. COUNCIL PRESENTATIONS/COMMITTEE REPORTS

Councilor Perpich will be attending the Eveleth-Virginia Airport Authority Meeting tomorrow at 3:30 p.m. Perpich said he just started serving as the liaison to the Airport Authority this year, and the agenda for tomorrow's meeting looks like a heavy load.

Councilor Rauzi attended the recent HRA meeting. Rauzi reported that the issue with the doors has been rectified. The doors have been replaced and are no longer freezing up.

Rauzi summarized the last EDA Meeting and reported that Phase 2 of the Pocket Park is underway. They are looking at adding shrubs and ornamental trees. Leonidas Overlook was discussed at the EDA Meeting. The EDA may be looking at things to enhance the location such as two sets of binoculars (which are being priced). The concern for any enhancement is vandalism.

Rauzi reported on the RAMS meeting he attended. At the RAMS meeting, a power point regarding the helium project and the permitting process in Babbit was discussed. Rauzi said that if this project is successful, it will affect the whole region.

Mayor Roen pointed out that RAMS has different activities going on all the time. He encouraged the Council to attend if they are interested.

Mayor Roen attended the public meeting held by MnDOT on April 1, 2025. Roen said there were a lot of questions about the slip ramp off of Hat Trick. Roen would like to discuss this issue further so that business owners have a better understanding of the slip ramp which will run by the Rink Sports Bar & Grill.

Roen said the Council will be able to get feedback at the next Town Hall Meeting of the new renditions (prepared by Consultant Bob Streetar) of the school property. The Town Hall Meeting is scheduled for April 30, 2025 at 5:30 p.m.

K. ADMINISTRATIVE PRESENTATIONS

Police Chief – Deputy Police Chief Ness asked for the public's patience for calendar parking through the end of the month.

Public Works Director – Director Rosati said the City is waiting for one more part to repair the street sweeper and hope to be out sweeping this week.

L. ADJOURN

The meeting adjourned at 7:10 p.m.

DRAFT

Consent Agenda Items

City of Eveleth
City Council Meeting

April 21, 2025



MEMORANDUM

TO: Mayor & City Council
FROM: Jackie Monahan-Junek, City Administrator
DATE: April 18, 2025
SUBJECT: Approval of Payroll – April 1-15, 2025

April 1-15, 2025

\$157,054.81

Agenda Item I.1

City of Eveleth
City Council Meeting

April 21, 2025

CITY OF EVELETH

PROPOSED ORDINANCE

**AN ORDINANCE REGULATING PARKING ON FAYAL ROAD BETWEEN
GRANT AVENUE AND KIMBERLY AVENUE, AND
BETWEEN VAN BUREN AVENUE AND ADAMS AVENUE**

BE IT ORDAINED by the City Council of the City of Eveleth:

WHEREAS, Eveleth City Code Chapter 9 Parking Regulations, Section 9.09, Subd. 2. as officially adopted and published, states:

The Chief of Police may, when authorized by resolution of the Council, designate certain streets, blocks or portions of streets or blocks as prohibited parking zones, or five-minute, ten-minute, fifteen-minute, thirty-minute, one-hour, two-hour, four-hour, six-hour, eight-hour, morning or afternoon rush hour limited parking zones and shall mark by appropriate signs any zones so established. Such zones shall be established whenever necessary for the convenience of the public or to minimize traffic hazards and preserve a free flow of traffic. It is unlawful for any person to stop, park or leave standing any vehicle in a prohibited parking zone, for a period of time in excess of sign-posted limitation, or during sign-posted hours of prohibited parking, and

WHEREAS, Minn. Stat. § 459.14, subd. 6 requires that municipal actions regulating traffic and parking must be enacted by ordinance, and

WHEREAS, Eveleth Resolution No. 3016 (1986) bans parking of motor vehicles on both sides of Fayal Road (CSAH 7), but is insufficient to satisfy the statutory requirements, and

WHEREAS, the City Council of the City of Eveleth, in order minimize traffic hazards and preserve a free flow of traffic, wishes to establish no parking zones on both sides of Fayal Road between Grant Avenue and Kimberly Avenue, and between Van Buren Avenue and Adams Avenue.

NOW, THEREFORE, BE IT ORDAINED, that:

Eveleth Resolution No. 3016, and any other resolutions or portions thereof that conflict with the terms of this ordinance or Minn. Stat. § 459.14, subd. 6, are hereby repealed.

The City Council of the City of Eveleth prohibits parking on either side of Fayal Road between Grant Avenue and Kimberly Avenue, and between Van Buren Avenue and Adams Avenue.

Any violation of this ordinance shall constitute a misdemeanor and be punishable as provided by Eveleth City Code and Minnesota law.

Adopted this 21st day of April, 2025 on motion of Councilor _____, supported by Councilor _____ by the following vote:

Ayes:
Nays:
Absent:

This ordinance shall be in effect seven (7) working days after publication of the ordinance.

Adam Roen, Mayor

Attest:

Jackie Monahan-Junek,
City Administrator

Agenda Item I.2

City of Eveleth
City Council Meeting

April 21, 2025

CITY OF EVELETH

PROPOSED ORDINANCE

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 80,
2nd SERIES, REGULATING THE USE, SALE, AND
OPERATION OF CANNABIS IN THE CITY OF EVELETH**

Section 1. Purpose, Authority, and Repeal. This Ordinance is adopted pursuant to authority granted in Minn. Stat. ch. 342 (2023), as amended or recodified from time to time. Ordinance No. 80, 2nd Series, is hereby repealed and replaced by this Ordinance.

Section 2. Definitions. Terms used in this ordinance and defined in Minn. Stat. ch. 342 (2023), as amended or recodified from time to time, have the meanings given them in Minn. Stat. ch. 324 (2023), as amended or recodified from time to time.

Section 3. Use of Cannabis in public. For purposes of this subdivision, the term “public place” means any property owned, leased, or controlled by a governmental unit and any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; retail stores and other commercial establishments; educational facilities other than public schools, as defined in Minn. Stat. 120A.05, subds. 9,12, and 13 (2023), as amended or recodified from time to time; clinics; nursing homes; auditoriums; arenas; meeting rooms; and common areas of apartment rental buildings. It does not include a private residence, including the person’s curtilage or yard; private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp derived consumer products on the property by the owner of the property; or the premises of an establishment or event licensed to permit on-site consumption.

Pursuant to Minn. Stat. 152.0263, subd. 5 (2023), as amended or recodified from time to time, a person is guilty of a petty misdemeanor if the person unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place.

Section 4. Limit on number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusiness with a retail operations endorsement. Pursuant to Minn. Stat. 342.13(i) (2023), as amended or recodified from time to time, the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement is limited to 1 registration for every 12,500 residents.

Section 5. Prohibition of cannabis businesses within certain distances of schools, day cares, residential treatment facilities, and attractions within public parks. Pursuant to Minn. Stat. 342.13(i) (2023), as amended or recodified from time to time, the operation of a cannabis business is prohibited within 1000 feet of a school or 500 feet from a day care, residential

treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Section 6. Hours of operation. Pursuant to Minn. Stat. 342.27, subd. 7(b) (2023) as amended or recodified from time to times, a cannabis business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products may sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00 a.m. and 9:00 p.m. Monday -Saturday 11:00 a.m. and 7:00 p.m. on Sunday. The prohibition in this section is in addition to the hours of operation prohibited in Minn. Stat. 342.27. subd. 7(a) (2023), as amended or recodified from time to time.

Section 7. Zoning districts for cannabis business and hemp businesses.

Cannabis businesses shall only operate in areas of the City zoned as C-2 Highway Commercial under the City of Eveleth Zoning Ordinance.

Section 8. Certification. The Eveleth City Council shall be responsible for taking action on requests for certification as to proposed cannabis business under Minn. Stat. 342.13(f) (2023) as amended and recodified from time to time.

Section 9. Registration and registration fees.

- A. The City of Eveleth shall be responsible for taking action on requests for registration as to cannabis microbusinesses, cannabis mezzobusinesses, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers under Minn. Stat. 342.22 subd 1 (2023), as amended or recodified from time to time.
- B. Pursuant to Minn. Stat. 342.22 subd. 2(a) (2023), as amended or recodified from time to time, Eveleth City Council shall impose initial retail registration fees and retail registration fees as follow:

<u>Cannabis or Hemp Business</u>	<u>Initial Retail Registration Fee</u>	<u>Renewal Retail Registration Fee</u>
Cannabis microbusiness	\$0	\$1,000
Cannabis mezzobusiness	\$500	\$1,000
Cannabis retailer	\$500	\$1,000
Medical cannabis combination business	\$500	\$1,000
Lower-potency hemp edible retailer	\$125	\$125

Section 10. Civil penalty. Pursuant to Minn. Stat. 342.22. subd. 5 (e) (2023), as amended or recodified from time to time, The City of Eveleth may impose a civil penalty of up to \$2,000 for each violation of Minn. Stat. 342.22. subd. 5(e) (2023) as amended or recodified from time to time.

Section 11. Compliance checks. The Eveleth Police Department shall conduct or cause to be conducted the compliance checks required by Minn. Stat. 342.22. subd. 4 (2023) as amended or recodified from time to time.

Section 12. Cannabis events. Pursuant to Minn. Stat. 342.40. subd. 1(2023) as amended or recodified from time to time, a cannabis event organizer must receive City Council approval in the form of cannabis-event permit before holding a cannabis event. The cannabis event organizer must pay at the time of application for the permit a nonrefundable permit fee in the amount of \$100. The permit must require the cannabis event organizer to comply with all applicable laws, including, without limitation, Minn. Stat. 342.40 (2023) as amended or recodified from time to time. The City Council shall be responsible for taking action on applications for cannabis-event permits.

Section 13. Suspension and reinstatement of retail registration. Under Minn Stat. 342.22, subd. 5 (2023) as amended or recodified from time to time, local units of government are authorized to suspend and reinstate retail registrations of cannabis businesses and help businesses under certain circumstances. The Chief of Police shall be responsible for making recommendations to the City Council as to any suspension or reinstatement of a retail registration issued by the City of Eveleth and the City Council shall be responsible for taking action on any such suspension or reinstatement.

Section 14. Severability. Should any part of this ordinance be declared by the courts to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or otherwise invalid, and to this end the provisions of the ordinance are severable to the fullest extent allowed by applicable law.

Adopted this 21st day of April, 2025 on motion of Councilor _____, supported by Councilor _____ by the following vote:

Ayes:

Nays:

Absent:

This ordinance shall be in effect seven (7) working days after publication of the ordinance.

Adam Roen, Mayor

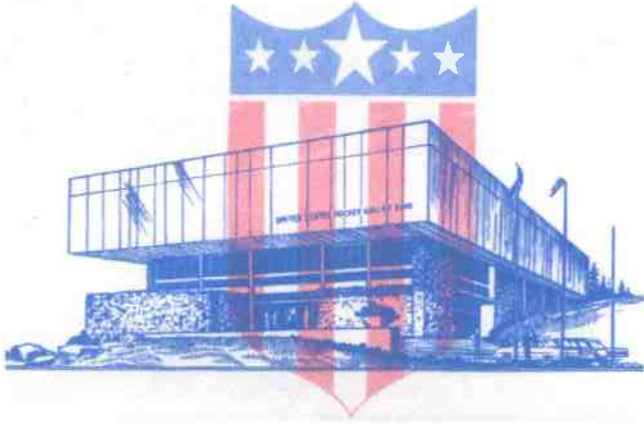
Attest:

Jackie Monahan-Junek
City Clerk/Administrator

Agenda Item I.3

City of Eveleth
City Council Meeting

April 21, 2025



Eveleth Police Department

415 Pierce Street
Eveleth, MN 55734

Phone (218) 744-7560
Fax (218) 742-9630
Email: lindej@evelethpd.gov

JESSE J. LINDE, CHIEF OF POLICE

DATE: April 14, 2025
TO: Honorable Mayor & City Council
FROM: Chief Jesse J. Linde
RE: Request for Out-of-Town Training

Dear Mayor and Councilors,

I would like to send Michelle Harju to Terminal Agency Coordinators training (TAC) in St. Paul, MN on May 13, 2025. This training is designed for new and existing coordinators to learn the responsibilities a TAC has with regard to BCA MNJIS and FBI NCIC access. I have attached a copy of the class curriculum.

I respectfully request authorization to send Michelle Harju to this training. The cost of this training is \$25.00 plus the cost of lodging and meals. The costs would be paid for from the department's annual training budget. Thank you once again for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesse J. Linde", written in a cursive style.

Jesse J. Linde
Chief of Police

TAC Workshop (St. Paul)

Course Code

250513TAC

Start Date

Tuesday, May 13 2025

End Date

Tuesday, May 13 2025

Time

8:00 AM - 3:30 PM

Fee

Regular 25.00

Training Overview

This one-day course is designed for new and existing Terminal Agency Coordinators (TAC) as a summary of the duties and responsibilities a TAC has with regard to BCA MNJIS and FBI NCIC access. By the conclusion of this class, students will have the knowledge and skill set for performing TAC functions at their agency.

LEARNING OBJECTIVES

Upon completion, the attendee will be able to:

- Describe CJDN policies and procedures.
- Manage user accounts and certifications.
- Obtain and analyze criminal history information.
- Manage hot file records.
- Describe the audit process and expectations.

LOCATION

Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106

AUDIENCE

Terminal Agency Coordinators

INSTRUCTORS

Bureau of Criminal Apprehension MNJIS trainer/auditors

REGISTRATION: \$25

Registration fee includes: lunch, snacks, beverages and materials.

Credits

POST Credits
7.00

Agenda Item I.4

City of Eveleth
City Council Meeting

April 21, 2025

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2025, by and between the City of Eveleth, a municipal corporation, (hereinafter referred to as "City"), and Iron Range Learning and Development Center, dba Apple Tree Learning Center, a Minnesota Nonprofit Corporation, (hereinafter referred to as "Learning Center").

RECITALS

- Whereas City is the record owner of the following tract of land in the County of St. Louis, State of Minnesota, to-wit, hereinafter referred to as "City Parcel";

See attached Exhibit "A" for legal description.

- Whereas Learning Center is the record owner of the following tract of land in the County of St. Louis, State of Minnesota, to-wit, hereinafter referred to as "Learning Center Parcel";

See attached Exhibit "B" for legal description.

- Whereas the Learning Center Parcel adjoins the City Parcel;
- Whereas City desires to grant to Learning Center and Learning Center desires to obtain from City an easement, upon and subject to the provisions in this Agreement;
- And whereas City desires to obtain from Learning Center and Learning Center desires to grant to City an easement, upon and subject to the provisions in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, easements, rights, and agreements hereinafter contained, and in consideration of other good and valuable consideration receipt of which is hereby acknowledged, it is agreed among the parties hereof as follows:

1. Access Easement Granted to Learning Center.

- a. City grants to Learning Center an easement for ingress and egress purposes on, over, and across, that part of the SW ¼ of the SE ¼ of Section 29 Township 58 North Range 17 West of the Fourth Principal Meridian lying in the City of Eveleth, St. Louis County, Minnesota described as follows:

Commencing at a point on the north line 190' east of the northwest corner of said SW ¼ of the SE ¼ and assigning a bearing of North 89°08'19" East to said north line, thence South 21°00'41" East 95.00 feet; thence South

04°10'41" East 119.00'; thence South 21°00'41" East 4.27' to the Point of Beginning of the easement to be described; thence North 89°08'19" East 243.78'; thence South 20°56'40" East 111.13', thence South 00°43'00" East 86.77'; thence North 20°56'40" West 168.38'; thence South 89°08'19" West 9.04' to POINT "A"; thence continue South 89°08'19" West 202.76' to the east right of way of Industrial Park Drive, thence North 21°00'41" West along said right of way 35.15' to the point of beginning.

See attached Exhibit "C" for Access Easement Exhibit.

- b. City reserves the right to make the following uses of the Access Easement Area:
 - i. The right to use the Easement Area, likewise for ingress and egress;
 - ii. Any subsurface use of the Easement Area that does not unreasonably interfere with Learning Center's use of the Easement Area.
- c. Both parties covenant and agree that:
 - i. No vehicles shall be parked on the Easement Area; and
 - ii. No fence, gate or lock shall be placed on Easement Area.

2. Use, Maintenance, and Repair of Access Easement.

- a. Use. Use of the easement hereby granted is non-exclusive. The parties hereto agree that the right to use shall inure to the benefit of the owner of City Parcel, and their respective heirs, successors, and assigns. The use thereof shall be solely for access, roadway, ingress and egress purposes, including the placement of a painted demarcated sidewalk over and across the Access Easement as shown on attached Exhibit "E" at Learning Center's sole expense. City retains the right to use and retains the right to grant to any other parties within City Parcel, the same or other rights to use granted herein to Learning Center. In addition, so long as City owns any portion of City Parcel, City is authorized to dedicate easement area as a public road, and Learning Center agrees that Learning Center, and Learning Center's successors and assigns, agree to execute any necessary documents relative to such dedication.
- b. Maintenance and Repair. City and Learning Center mutually agree that any cost of maintenance and repair of the roadway will be the City's sole responsibility and that as consideration therefor Learning Center will pay to City \$1.00 on an Annual basis. Learning Center shall be solely responsible for snow removal on Access Easement.

3. General Provisions.

- a. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective Owners.
- b. Notices which may or are required to be given pursuant to this Agreement shall be sent to the Owner of record at the same address on file with the County Assessor.
- c. Each Owner shall have the right to place a mortgage or deed of trust on the parcel owned by it; provided, however, that the lien of any such mortgage or deed of trust shall be subordinate to the rights and interests created by this Agreement.
- d. Learning Center shall not cause or permit a lien for work done or authorized by or materials supplied (or both) for the Easement Area to be placed on City Parcel and, if any such lien shall be filed, Learning Center, at its sole cost and expense, shall cause such lien to be removed or bonded over within twenty (20) days after the date of filing.
- e. No amendment of this Agreement or any provision hereof shall be effective, binding or enforceable unless set forth in a written instrument signed by the Owners and recorded in the office of the Recorder for St. Louis County, Minnesota ("Recorder").
- f. Learning Center shall indemnify and hold harmless the City from and against all claims, liabilities, damages, losses, judgments, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to the use or maintenance or failure to maintain the Easement Area by Learning Center, except if and to the extent caused by or resulting from the gross negligence of City.

4. Easement Granted to City.

- a. Learning Center grants to City an easement for ingress and egress purposes on, over, and across the South 15 feet of that part of the SW ¼ of the SE ¼ of Section 29 Township 58 North Range 17 West of the Fourth Principal Meridian lying in the City of Eveleth, St. Louis County, Minnesota described as follows:

Commencing at a point on the north line 190 feet east of the northwest corner of said Southwest Quarter of the Southeast Quarter and assigning a bearing of North 89 degrees 08 minutes 19 seconds east to said north line, thence South 21 degrees 00 minutes 41 seconds East 95.00 feet; thence South 04 degrees 10 minutes 41 seconds East 119.00 feet; thence South 21 degrees 00 minutes 41 seconds East 4.27 feet; thence North 89 degrees 08 minutes 19 seconds East 243.78 feet; thence South 20 degrees 56 minutes 40 seconds

East 83.06 feet to the POINT OF BEGINNING of the parcel to be described; thence continue South 20 degrees 56 minutes 40 seconds East 28.07 feet; thence South 00 degrees 43 minutes 00 seconds East 153.63 feet; thence South 88 degrees 01 minutes 55 seconds East 215.30 feet; thence North 00 degrees 44 minutes 47 seconds West 190.62 feet; thence South 89 degrees 08 minutes 19 seconds West 224.67 feet to the point of beginning.

See attached Exhibit "D" for Easement Exhibit.

- b. Learning Center reserves the right to make the following uses of the Easement Area: (i) the right to use the Easement Area, likewise for ingress and egress; and (ii) any subsurface use of the Easement Area that does not unreasonably interfere with City's use of the Easement Area.
- c. Both parties covenant and agree that:
 - i. No vehicles shall be parked on the Easement Area; and
 - ii. No fence, gate or lock shall be placed on the Easement Area.

5. Use, Maintenance and Repair, and Improvement of Easement.

- a. Use. Use of the easement hereby granted is non-exclusive. The parties hereto agree that the right to use shall inure to the benefit of the owner of Learning Center Parcel, and their respective heirs, successors, and assigns. The use thereof shall be solely for access, roadway, ingress and egress purposes. Learning Center retains the right to use the same or other rights to use granted herein to City.

6. General Provisions.

- a. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective Owners.
- b. Notices which may or are required to be given pursuant to this Agreement shall be sent to an Owner at the same address to which the tax bill is sent for the Parcel owned by it.
- c. Each Owner shall have the right to place a mortgage or deed of trust on the parcel owned by it; provided, however, that the lien of any such mortgage or deed of trust shall be subordinate to the rights and interests created by this Agreement.
- d. No amendment of this Agreement or any provision hereof shall be effective, binding or enforceable unless set forth in a written instrument signed by the Owners and recorded in the office of the Recorder for St. Louis County, Minnesota ("Recorder").

- e. City shall indemnify and hold harmless Learning Center and any mortgagee of Learning Center Parcel from and against all claims, liabilities, damages, losses, judgments, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to the use or maintenance or failure to maintain the Easement Area by City, except if and to the extent caused by or resulting from the gross negligence of Learning Center or mortgagee of Learning Center Parcel.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

CITY OF EVELETH

By: _____
Adam Roen
Its: Mayor

By: _____
Jackie Monahan-Junek
Its: City Administrator

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

Subscribed and sworn to before me this _____ day of _____, 2025, by Adam Roen and Jackie Monahan-Junek, the Mayor and City Administrator, of the City of Eveleth, a municipal corporation under the laws of the State of Minnesota.

Notary Public

IRON RANGE LEARNING AND DEVELOPMENT
CENTER, DBA APPLE TREE LEARNING
CENTER

By: _____
Tiffany Soderman, Director

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

Subscribed and sworn to before me this _____ day of _____,
2025, by Tiffany Soderman, Director of Iron Range Learning and Development
Center, dba Apple Tree Learning Center, a Minnesota Nonprofit Corporation.

Notary Public

Instrument Drafted By:
Joel B. Lewicki
COLOSIMO, PATCHIN & KEARNEY, LTD.
301 Chestnut Street
Virginia, MN 55792
(218) 741-4500
JBL:lh:3756-365

EXHIBIT A

That part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section Twenty-nine (29), Township Fifty-eight North (58N), Range Seventeen West (17W) of the Fourth Principal Meridian that lies Easterly of the Easterly right-of-way line of U.S. Highway 53 as it now exists over and across said Southwest Quarter of Southeast Quarter of Section Twenty-nine (29).

EXCEPT: That part of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) described as follows: Commencing at the Northeast corner of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), and assuming the east line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) as being due North and South, go due South along said East line for a distance of 290.00 feet to the point of beginning; thence go South 89 degrees 07 minutes 16 seconds West parallel with the North line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$), for a distance of 724.89 feet to a point on the Easterly line of a 30 foot utility easement, thence go North 20 degrees 57 minutes 21 seconds West along said Easterly line of said utility easement for a distance of 83.03 feet; thence go North 89 degrees 07 minutes 16 seconds East parallel with the North line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) for a distance of 754.59 feet to the point of intersection with the East line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$); thence go Southerly along the East line for a distance of 77.99 feet to the point of beginning.

EXCEPT: That part of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) described as follows: Commencing at the Northeast corner of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) and assuming the East line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) as being due North and South go due South for a distance of 290.00 feet to the point of beginning; thence go South 89 degrees 07 minutes 16 seconds West parallel with the North line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) for a distance of 300.03 feet; thence go due South parallel with the East line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) for a distance of 97.16 feet; thence go North 89 degrees 07 minutes 16 seconds East parallel with the North line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) for a distance of 300.03 feet to a point on the East line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$); thence go due North along the East line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) for a distance of 97.16 feet to the point of beginning.

EXCEPT: That part of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) described as follows: The Southerly 625.00 feet of that part of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) that lies Easterly of the Easterly right-of-way line of U.S. Highway 53 as it now exists over and across said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) when said 625.00 feet is measured at right angles to the South line of said Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$).

Except: That part of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) described as follows: The Northerly 211.99 feet of that part of the Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) of Section Twenty-nine (29), Township Fifty-eight North (58N), Range Seventeen West of the Fourth Principal Meridian that lies Easterly of the Easterly right-of-way line of U.S. Highway Number 53 as it now exists over and across said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼) of Section Twenty-nine (29), when said 211.99 feet is measured at right angles to the North line of said Southwest Quarter of Southeast Quarter (SW ¼ of SE ¼).

EXCEPT: Part of the Southwest Quarter of the Southeast Quarter of Section 29 Township 58 North Range 17 West of the Fourth Principal Meridian, lying in the City of Eveleth, St. Louis County, Minnesota described as follows:

Commencing at a point on the north line 190 feet east of the northwest corner of said Southwest Quarter of the Southeast Quarter and assigning a bearing of North 89 degrees 08 minutes 19 seconds East to said north line, thence South 21 degrees 00 minutes 41 seconds East 95.00 feet; thence South 04 degrees 10 minutes 41 seconds East 119.00 feet; thence South 21 degrees 00 minutes 41 seconds East 4.27 feet; thence North 89 degrees 08 minutes 19 seconds East 243.78 feet; thence South 20 degrees 56 minutes 40 seconds East 83.06 feet to the POINT OF BEGINNING of the parcel to be described; thence continue South 20 degrees 56 minutes 40 seconds East 28.07 feet; thence South 00 degrees 43 minutes 00 seconds East 153.63'; thence South 88 degrees 01 minute 55 seconds East 215.30 feet; thence North 00 degrees 44 minutes 47 seconds West 190.62 feet; thence South 89 degrees 08 minutes 19 seconds West 224.67 to the point of beginning, subject to an easement on, over, and across the South 15 feet thereof.

EXHIBIT B

Part of the Southwest Quarter of the Southeast Quarter of Section 29 Township 58 North Range 17 West of the Fourth Principal Meridian, lying in the City of Eveleth, St. Louis County, Minnesota described as follows:

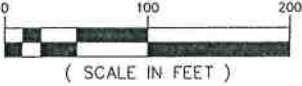
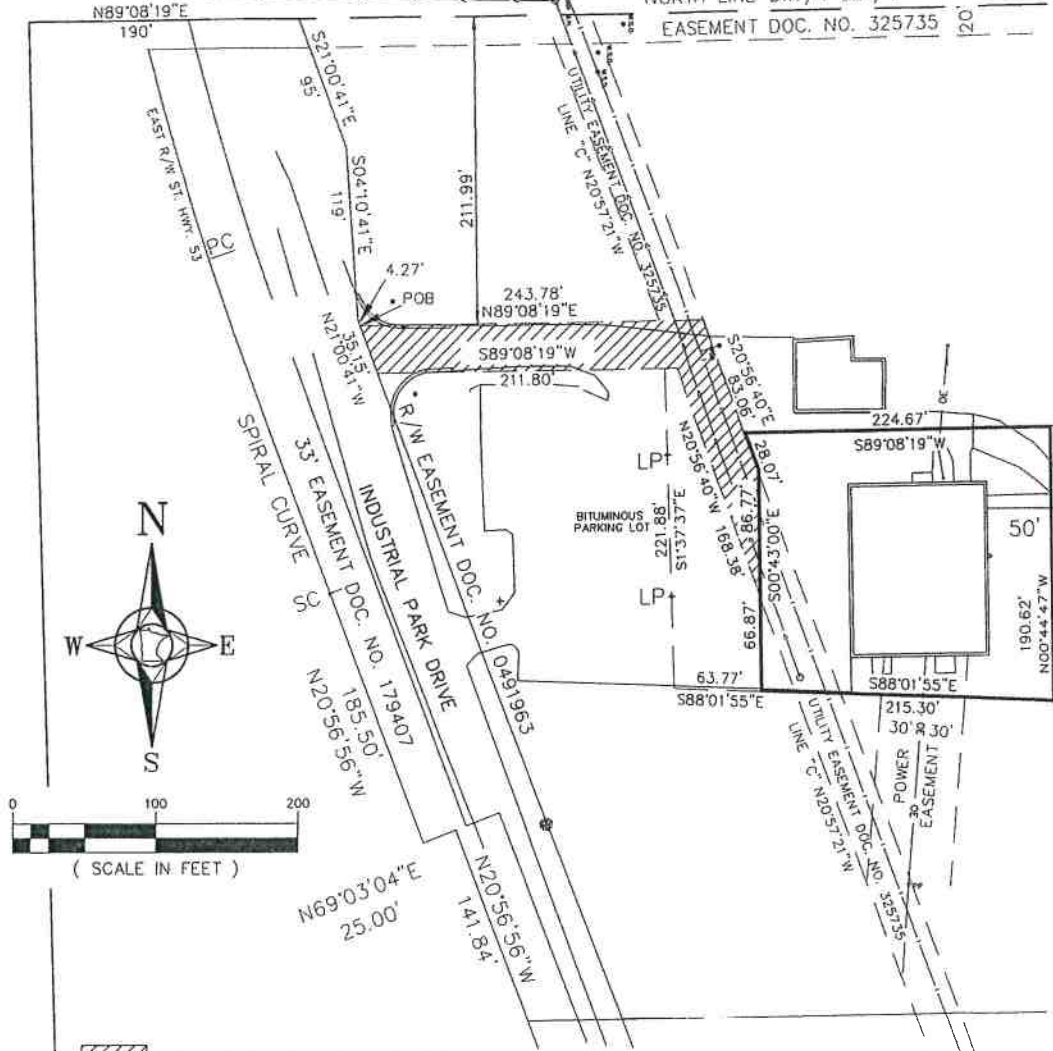
Commencing at a point on the north line 190 feet east of the northwest corner of said Southwest Quarter of the Southeast Quarter and assigning a bearing of North 89 degrees 08 minutes 19 seconds East to said north line, thence South 21 degrees 00 minutes 41 seconds East 95.00 feet; thence South 04 degrees 10 minutes 41 seconds East 119.00 feet; thence South 21 degrees 00 minutes 41 seconds East 4.27 feet; thence North 89 degrees 08 minutes 19 seconds East 243.78 feet; thence South 20 degrees 56 minutes 40 seconds East 83.06 feet to the POINT OF BEGINNING of the parcel to be described; thence continue South 20 degrees 56 minutes 40 seconds East 28.07 feet; thence South 00 degrees 43 minutes 00 seconds East 153.63'; thence South 88 degrees 01 minute 55 seconds East 215.30 feet; thence North 00 degrees 44 minutes 47 seconds West 190.62 feet; thence South 89 degrees 08 minutes 19 seconds West 224.67 to the point of beginning, subject to an easement on, over, and across the South 15 feet thereof.

ACCESS EASEMENT EXHIBIT "C"

CITY OF EVELETH TO PROPOSED DAY CARE

NW COR
SW/14
SE1/4

NORTH LINE SW1/4 SE1/4
EASEMENT DOC. NO. 325735



DENOTES ACCESS EASEMENT



Benchmark
ENGINEERING, INC.

8878 Main Street Post Office Box 261
Mountain Iron, Minnesota 55768
Phone 218/735-8914

I hereby certify that this easement exhibit was prepared by me or under my supervision and that I am a duly registered LAND SURVEYOR under the laws of the State of MINNESOTA.

Rodney Flannigan

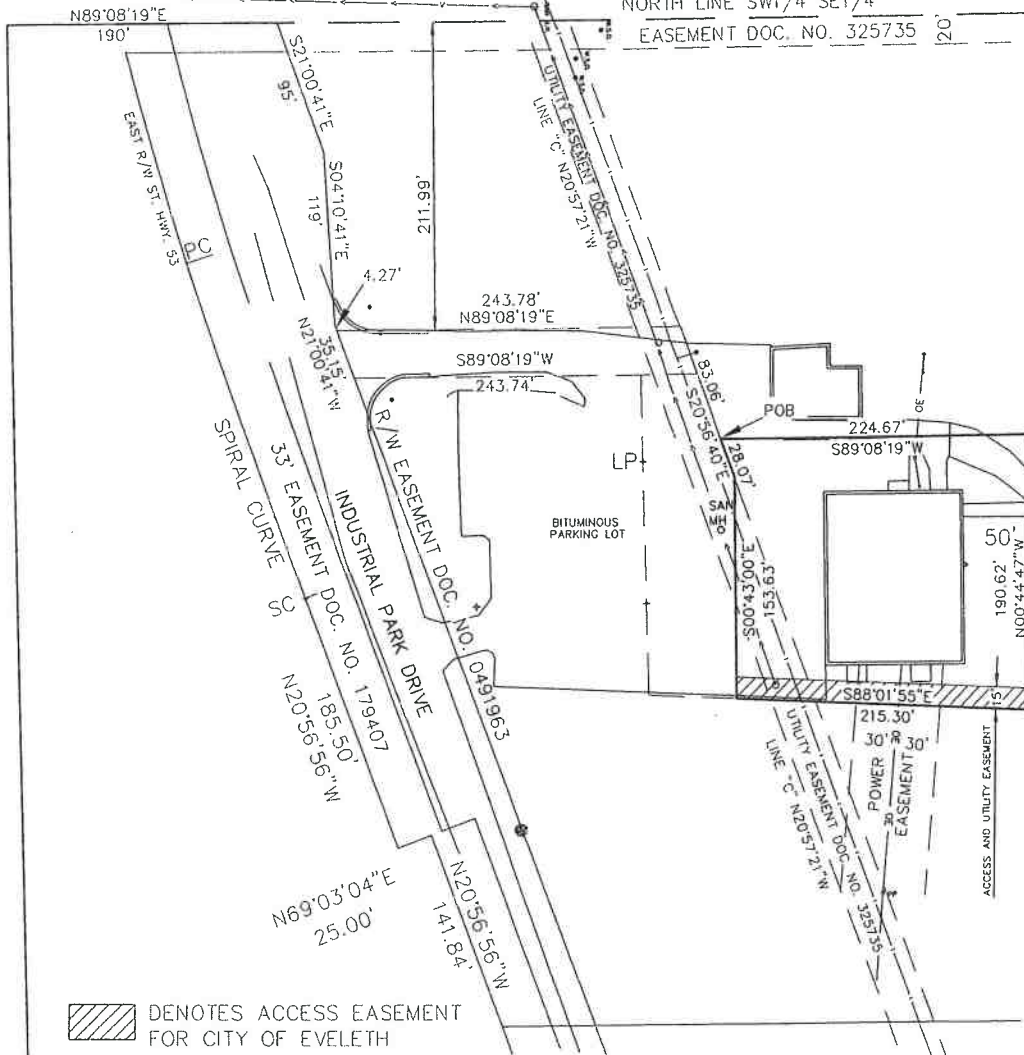
Date: 5-14-19 Reg. No. 19792

EASEMENT EXHIBIT "D"

PROPOSED DAY CARE TO CITY OF EVELETH

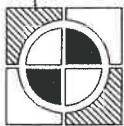
NW COR
SW/14
SE1/4

NORTH LINE SW1/4 SE1/4
EASEMENT DOC. NO. 325735



DENOTES ACCESS EASEMENT FOR CITY OF EVELETH

I hereby certify that this easement exhibit was prepared by me or under my supervision and that I am a duly registered LAND SURVEYOR under the laws of the State of MINNESOTA.



Benchmark
ENGINEERING, INC.

8878 Main Street Post Office Box 261
Mountain Iron, Minnesota 55768
Phone 218/735-8914

Rodney Klanneg
Date: 3-4-19 Reg. No. 19792

Agenda Item I.5

City of Eveleth
City Council Meeting

April 21, 2025

LAND LICENSE AGREEMENT

This Land License Agreement (“Agreement”) is made and entered into on this 21st day of April 2025, by and between the City of Eveleth, Minnesota, a municipal corporation (“Licensor”), and Iron Range Learning and Development Center, dba Apple Tree Learning Center, a Minnesota Nonprofit Corporation, operating a licensed daycare facility at 1250 Industrial Park Drive, Eveleth, MN (“Licensee”).

1. Licensed Premises:

The Licensor grants to the Licensee a temporary, non-exclusive license to access and use the city-owned parking lot on parcel number 040-0205-00106 and as depicted in the attached Exhibit A, located adjacent to the property located at 1250 Industrial Park Drive, Eveleth, MN (“Licensed Premises”).

2. Term:

The term of this Agreement shall commence on April 21, 2025, and shall extend for three (3) years, terminating on April 20, 2028, unless terminated earlier in accordance with this Agreement.

3. Purpose:

The Licensed Premises shall be used by the Licensee solely for purposes related to temporary access and automobile parking in conjunction with the Licensee’s property at 1250 Industrial Park Drive, Eveleth, MN. No other use is permitted.

4. Consideration:

This license is granted at no cost to the Licensee.

5. Maintenance and Restoration:

The Licensee agrees to maintain the Licensed Premises in a clean, safe, and orderly condition and shall, at the end of the term, restore the Licensed Premises to its original condition. The Licensee shall be responsible for all snow removal on the Licensed Premises.

6. Indemnification:

The Licensee agrees to indemnify, defend, and hold harmless the Licensor from any and all claims, damages, liabilities, and expenses (including attorney’s fees) arising out of or related to the Licensee’s use or occupancy of the Licensed Premises, including any acts or omissions of the Licensee, its employees, agents, contractors, or invitees.

7. Termination:

The Licensor reserves the right to terminate this Agreement at any time, with or without cause, upon 30 days’ written notice to the Licensee.

8. Governing Law:

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

9. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and may not be modified except in writing signed by both parties.

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

CITY OF EVELETH

By: _____
Adam Roen

Its: Mayor

By: _____
Jackie Monahan-Junek

Its: City Administrator

LICENSEE

By: _____
Tiffany Soderman

Its: Director

Exhibit A



Agenda Item I.6

City of Eveleth
City Council Meeting

April 21, 2025

MEMORANDUM

To: Honorable Mayor & City Council
From: Jerry Rosati, Director of Public Works
Date: April 21, 2025
Subject: Purchase of a new side-loader refuse truck

As discussed at a recent City Council workshop, I will be requesting authorization to purchase a new side-loader refuse truck. In the past we have typically tried to purchase a side-loader refuse truck every six years and our last purchase was in 2018. Currently, we have two side-loader refuse trucks, unit #36 a 2019 International cab & chassis with a Heil Packer and a 2012 International cab & chassis with a Heil refuse packer. Unit #36 is used daily for refuse collection and unit #6 is used as a backup should #36 be down for repairs or maintenance, or to pickup a second load of refuse on holidays when the County landfill is not open for dumping.

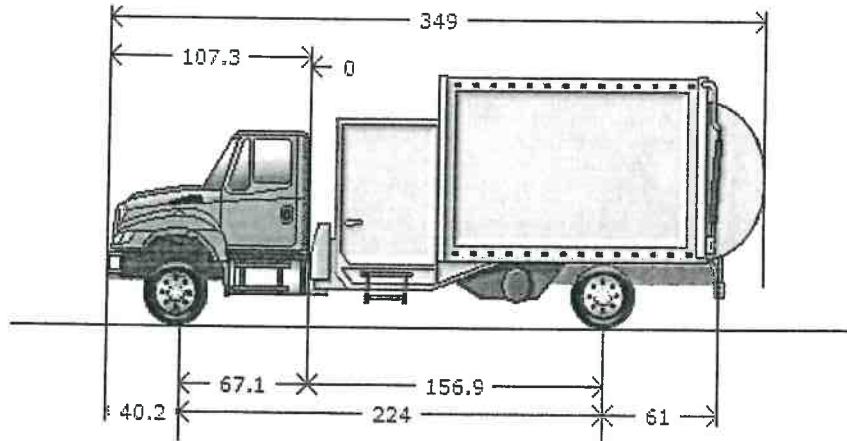
I am recommending the City purchase the cab & chassis from Ascendance Truck Center through Sourcewell Cooperative Purchasing and the purchase and installation of a side-load packer on the cab & chassis from EJ Equipment through Sourcewell Cooperative Purchasing.

In addition, I would recommend requesting a trade-in allowance for #6, though the City has the option to accept or reject the trade-in allowance. This would give us the option to try and sell unit #6 outright at a cost higher than the trade-in allowance.

Prepared For:
 CITY OF EVELETH
 JERRY ROSATI
 413 Pierce St.
 Eveleth, MN 55734-1538
 (218)744 - 4328
 Reference ID: L9 Single axle

Presented By:
 ASCENDANCE TRUCK CENTERS
 William Takanen
 705 N 6TH AVE.
 VIRGINIA MN 55792 - 2306
 (218)741-9505

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
 2026 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 37000. Calc. GVWR: 36220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 35.13% / 3.91% @ 55 MPH Calc. Geared Speed: 70.0 MPH
DIMENSION:	Wheelbase: 224.00, CA: 156.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Meritor RS-23-186} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.86
AXLE, REAR, SINGLE:	Conventional, Day Cab
CAB:	(2) 11R22.5 Load Range H X WORKS Z (MICHELIN), 495 rev/mile, 65 MPH, All-Position
TIRE, FRONT:	(4) 11R22.5 Load Range H HDW2 (CONTINENTAL), 495 rev/mile, 75 MPH, Drive
TIRE, REAR:	{Hendrickson PRIMAAX EX} 23,000-lb Capacity, 9.0" Ride Height, with Shock Absorbers
SUSPENSION, REAR, AIR, SINGLE:	Cab schematic 208WL
PAINT:	Location 1: 4421, School Bus Yellow (Std) Location 2: 0011, Blk Non Ref (Nrf) Chassis schematic N/A

Financial Summary
2026 HV607 SBA (HV607)

April 03, 2025

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$162,401.00	
Service Items	\$6,870.00	
Total Factory List Price Including Options:		\$169,271.00
Total Goods Purchased:		\$10,864.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$183,235.00
Less Customer Allowance:		(\$51,953.51)
Total Vehicle Price:		\$131,281.49
Total Sale Price:		\$131,281.49
Total Per Vehicle Sales Price:		\$131,281.49
Total Net Sales Excluding Taxes:		\$131,281.49
title fee	\$57.00	
mn state tax	\$9,025.60	
Total License, Title, & Taxes:		\$9,082.60
Net Sales Price:		\$140,364.09

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

 Official Title and Date

 Firm or Business Name

 Authorized Signature

 Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

 Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Agenda Item I.7

City of Eveleth
City Council Meeting

April 21, 2025

MEMORANDUM

To: Honorable Mayor & City Council
From: Jerry Rosati, Director of Public Works
Date: April 21, 2025
Subject: Purchase of a new side-loader refuse truck

As discussed at a recent City Council workshop, I will be requesting authorization to purchase a new side-loader refuse truck. In the past we have typically tried to purchase a side-loader refuse truck every six years and our last purchase was in 2018. Currently, we have two side-loader refuse trucks, unit #36 a 2019 International cab & chassis with a Heil Packer and a 2012 International cab & chassis with a Heil refuse packer. Unit #36 is used daily for refuse collection and unit #6 is used as a backup should #36 be down for repairs or maintenance, or to pickup a second load of refuse on holidays when the County landfill is not open for dumping.

I am recommending the City purchase the cab & chassis from Ascendance Truck Center through Sourcewell Cooperative Purchasing and the purchase and installation of a side-load packer on the cab & chassis from EJ Equipment through Sourcewell Cooperative Purchasing.

In addition, I would recommend requesting a trade-in allowance for #6, though the City has the option to accept or reject the trade-in allowance. This would give us the option to try and sell unit #6 outright at a cost higher than the trade-in allowance.

E J EQUIPMENT, INC.
 PO Box 665 • 6949 N. 3000 E. Rd.
 Manteno, IL 60950
 PH: (815) 468-0250 • Fax: (815) 468-8055
 www.ejequipment.com



Ship To: IN STORE PICKUP

Invoice To: CITY OF EVELETH
 413 PIERCE STREET
 EVELETH MN 55374

Attention: Jerry Rosati

Branch 01 - CENTRAL		
Date 04/11/2025	Time 7:16:43 (0)	Page 1
Account No. EVELE001	Phone No. 2187447444	Estimate No. 005991
Ship Via	Purchase Order	
Tax ID Number		
SETH GREEN		Salesperson S35

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 05/10/2025 Amount

HEIL RAPID RAIL 20 YARD MOUNTED ON CUSTOMER SUPPLIED 236753.12
 NAVISTAR
 CHASSIS

REFERENCE SOURCEWELL CONTRACT #: 110223-THC

SEE ATTACHED BUILD SHEET FOR DETAILED BODY SPECIFICATIONS

NOTE:

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES
 FINAL INVOICE WILL BE COMPLIANT WITH THE
 CURRENT SOURCEWELL CONTRACT PRICING.

Authorization: _____

Subtotal: 236753.12

Quote Total: 236753.12

X

Received By _____

Agenda Item I.8

City of Eveleth
City Council Meeting

April 21, 2025

CITY OF EVELETH, MINNESOTA

RESOLUTION

**ACCEPTING DONATION FOR THE LIBRARY FROM
FRIENDS OF THE EVELETH PUBLIC LIBRARY**

BE IT RESOLVED by the City Council of Eveleth, Minnesota as follows:

WHEREAS, the City of Eveleth has received the following donation for the Library:

\$2,100

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eveleth authorizes the receipt of this donation.

The foregoing resolution was offered by Councilor _____ and supported by Councilor _____ was declared carried on the following vote:

Voting Aye:

Voting Nay:

Absent:

Adopted by motion of the Council of the City of Eveleth this 21st day of April, 2025.