



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, June 18, 2025
5:00 PM

Councilor Justin Fosso
Councilor John Schweiberger
Councilor James Bayliss
Councilor Jay Hildenbrand
Councilor Jennifer Hoffman Saccoman
Councilor Chris Whitney
Mayor Pete Hyduke

City Administrator Greg Pruszinske
City Clerk-Dep Admin Candie Seppala
Finance Dir - Treasurer Sheena Mulner
City Attorney Andy Borland
Chief of Police Steve Estey
City Engineer Jesse Story

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADD: DEPARTMENT & COMMITTEE REPORT #3b

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of June 4, 2025

VI. RIGHT TO ADMINISTRATIVE APPEAL:

1.
 - DENIAL OF DENNIS RICHARDS' PERMIT APPLICATION TO CUT AND REMOVE TREES FROM THE RIGHT-OF-WAY OF THE ALLEY EXTENSION ACROSS THE VACATED 33RD STREET WEST BETWEEN 7TH AVENUE WEST AND 8TH AVENUE WEST IN FILLMAN SUBDIVISION OF HIBBING

VII. CONSENT AGENDA:

1. Approve Accounts Payable dated June 12, 2025, checks #180196-180312 and drafts in the amount of \$3,927,122.93
2. Approve City Payroll of May 30, 2025 in the amount of \$659,204.10
3. Approve City Payroll of June 13, 2025 in the amount of \$659,871.58
4. Approve the updated Code Enforcement Supervisor job description effective June 19, 2025.
5. Approve the purchase of a new scoreboard for the Memorial Arena

6. Approve the updated facility use agreement with Hibbing Chisholm Youth Hockey Association for use of the Memorial Arena.
7. Authorize the hire of Kloey Olson for the Temporary Recreation Assistant pending pre-employment contingencies.
8. Accept resolution to accept grant funds from the Essentia Health Adopt-A-Park Community Health Improvement Partnership.
9. Authorize the hire of Arren Schroyer for the casual CSO position pending pre-employment contingencies.
10. Authorize the hire of Lila Maki for the casual CSO position pending pre-employment contingencies.
11. Approve the Raffle Permit Application Request of Hibbing Baseball Association to hold their raffle at Al Nyberg Field on Wednesday, July 16, 2025
Raffle # 25-06-02
12. Approve the Temporary On-Sale Liquor License Application of Mr. Nick's to dispense alcohol during Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
13. Approve the Temporary On-Sale Liquor License Application of Sportsman's Taverna to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
14. Approve the Temporary On-Sale Liquor License Application of Sammy's Pizza to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
15. Approve the Temporary On-Sale Liquor License Application of Palmer's Tavern to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
16. Approve the Temporary On-Sale Liquor License Application of the Iron House to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
17. Approve the Temporary On-Sale Liquor License Application of Mike's Pub to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
18. Approve the Temporary On-Sale Liquor License Application of Boomtown Woodfire Grill to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025
19. Approve the Temporary On-Sale Liquor License Application of the Do You to dispense alcohol during the Jubilee and Street Dance Celebrations on Saturday, July 12, 2025

20. Offer RESOLUTION NO. 25-06-09 ACCEPTING \$2,500 FROM THE HIBBING KIWANIS CLUB IN SUPPORT OF OUR INDOOR PLAY PARK AND CHILDREN'S PROGRAMMING
21. Offer RESOLUTION NO. 25-06-10 ACCEPTING A GRANT FROM WALMART IN THE AMOUNT OF \$3,000 WHICH WILL BE USED TOWARDS VARIOUS OFFICER SAFETY INITIATIVES
22. Set the next Hibbing City Council Meeting for Wednesday, July 2, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
23. Set the next Hibbing City Council Workshop Meeting for Wednesday, July 2, 2025 following the Regular City Council Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

VIII. PUBLIC FORUM:

IX. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. Approve RES-25-06-03 to Commit Local Match for the HRA of Hibbing's Missabe Manor Development and approve the Mayor to sign the threshold letter
- b. Approve Resolution 25-06-04 Authorizing The Application For And Acceptance Of A Development Partnership Grant For The Fy2026 Cycle From The Dept. Of Iron Range Resources & Rehabilitation For The Hibbing Downtown Traffic And Parking Study
- c. Approve RES-25-06-05 Requesting Free Conveyance Of Certain Parcels From The Hibbing Public Utility For The Purpose Of Constructing A Public Access Road To Support The HRA Of Hibbing's Development Of Cobb Cook Place And Missabe Manor
- d. Approve RES-25-06-06 Authorizing City Of Hibbing To Make Application To And Accept Funds For the FY2026 Grant Cycle From The Department Of Iron Range Resources And Rehabilitation Commercial Redevelopment Grant Program For The Redevelopment Of 620 E 16th Street, Hibbing, Mn 55746
- e. Approve Resolution 25-06-08 to enter into purchase agreement with the Housing and Redevelopment Authority of Hibbing for the conveyance of real property at 3900 5th Avenue West.

2. Finance Director-Treasurer Sheena Mulner

- a. Offer Resolution 25-06-07 transferring collection responsibility for solid waste user

3. City Administrator Greg Pruszinske

- a. Authorize the Mayor and City Clerk - Deputy Administrator to sign the agreement between the City of Hibbing and Road Machinery & Supplies Co. for the Exclusive Sales Contract
- b. City Administrator's Report

X. BIDS AND QUOTES:

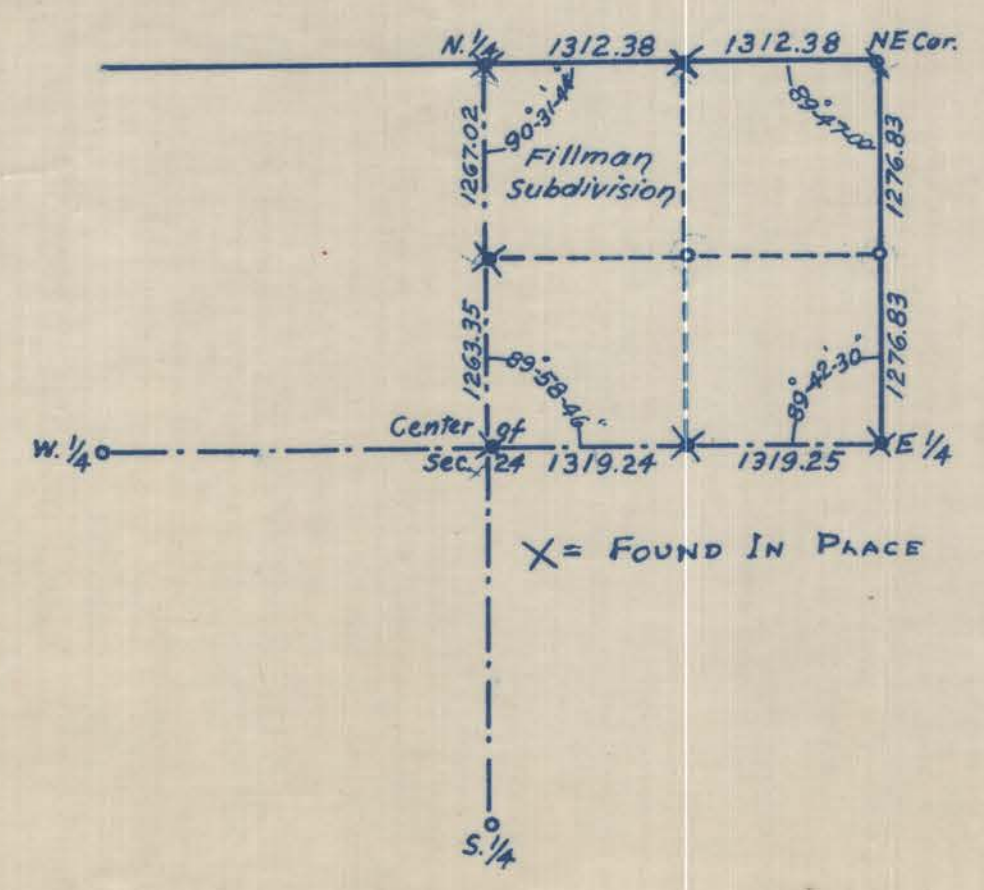
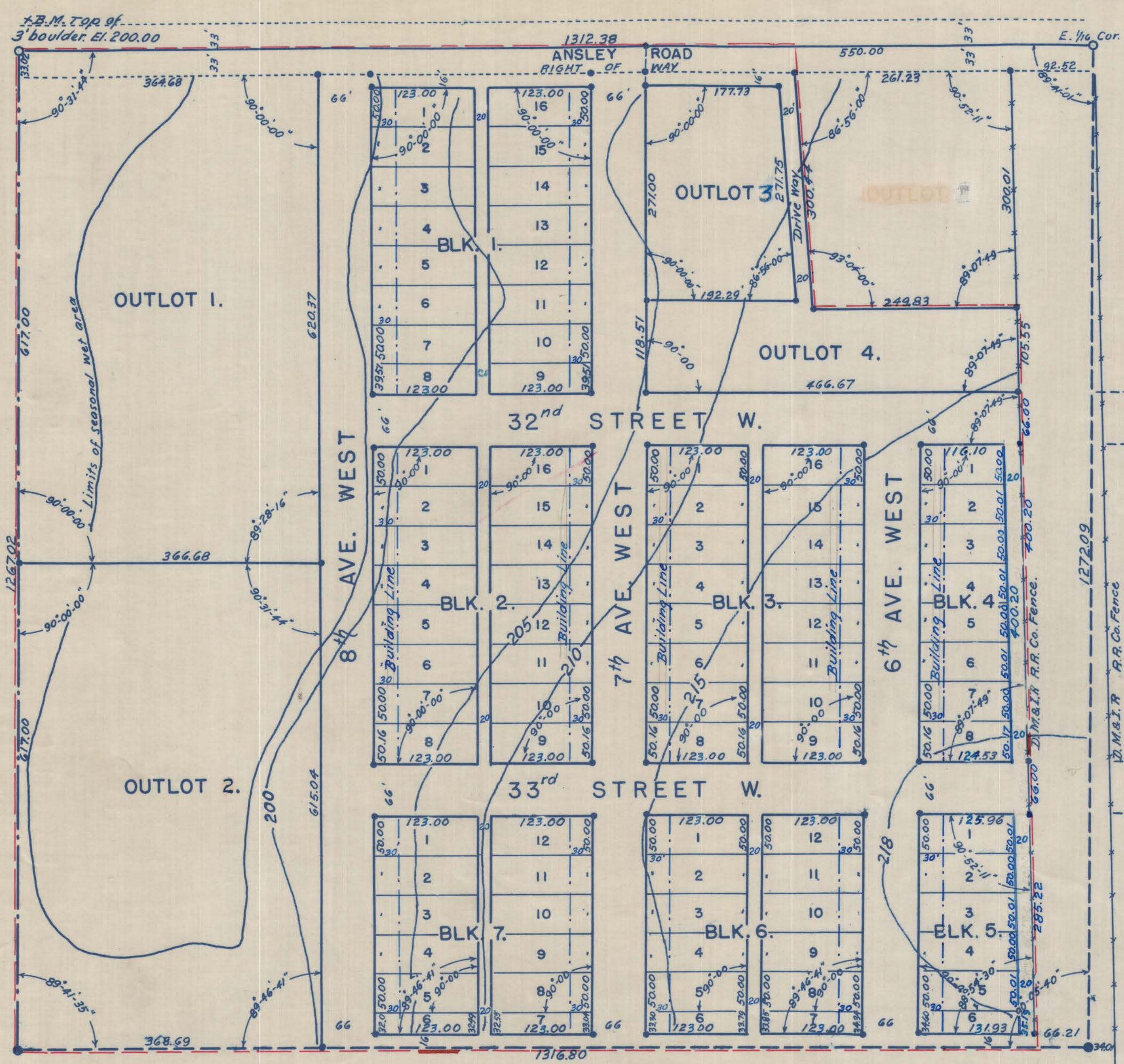
1. City Engineering Jesse Story

- a. Approve the Gates and Installation of 1 - 20 foot gate with two foundations and 4 - 25-foot gates with four foundations to Bougalis Inc. in the amount of \$26,250.00

2. Chief of Police Steve Estey

- a. Approve the quote from Motorola Solutions in the amount of \$11,775.16 for the purchase of (1) squad radio and (1) portable radio (state bid quote)

XI. ADJOURNMENT:



FILLMAN SUBDIVISION

NW 1/4 OF NE 1/4 SEC. 24-T.57-R.21
WEST OF FOURTH PRINCIPAL MERIDIAN

SCALE: 1"=100'

Except that part lying north and east of the following described line, commencing at a point 355.70' west of the NE corner of the NW 1/4 of the NE 1/4, thence S 3°04' E for a distance of 333.48', thence East and parallel to the north line of the said NW 1/4 of the NE 1/4 for a distance of 249.63', thence S 0°52' 11" E to an intersection with the south line of the said NW 1/4 of the NE 1/4, containing 24.7 acres more or less.

PLAT DEDICATION

KNOW ALL MEN BY THESE PRESENTS:- That Albert G. Fillman and Edna May Fillman, his wife, being the owners of the following described property lying and being in the County of St. Louis and State of Minnesota to wit: Northwest quarter of Northeast quarter (NW 1/4 of NE 1/4) Section Twenty-four (24) Township Fifty-seven (57) North Range Twenty-one (21) West of the 4th Principal Meridian, according to the United States Government survey thereof, and being desirous of platting the same into lots, blocks, streets and avenues, have caused the same to be surveyed and the annexed plat thereof to be made in accordance with the statutes in such cases made and provided. Now therefore do we hereby ratify and confirm in all respects said survey and the plat thereof as "FILLMAN SUBDIVISION" and sign, seal, and execute said plat and hereby dedicate to the public the use of the streets and avenues herein delineated, subject to previous mineral reservations.

IN WITNESS WHEREOF:- We hereunto set our hands and seals this 23rd day of December A.D. 1949

Signed in Presence of:

Albert G. Fillman } Owners
Edna May Fillman }

STATE OF MINNESOTA } SS
County of St. Louis }

On this 23rd day of December A.D. 1949 personally appeared before me Albert G. Fillman and Edna May Fillman, his wife, to me well known to be the persons described in and who executed the foregoing certificate and acknowledged the same as their free act and deed.

H. A. Frankson
Notary Public, St. Louis County, Minnesota
My commission expires July 10, 1953

STATE OF MINNESOTA } SS
County of St. Louis }

I, Frank L. Lipsey, being first duly sworn on oath says; That I am a Registered Land Surveyor and that I have at the request of the proprietors thereof, made a careful survey of the property described in the foregoing certificate of the proprietors and have platted the same into Lots, Blocks, streets and avenue as more fully appears on the annexed plat entitled "FILLMAN SUBDIVISION". The plat is a correct representation of the survey, all distances are correctly shown on the plat. monuments for the guidance of future surveys have been correctly placed in the ground as shown thusly: • - 1" deformed bar monuments; x - found in place. The outside boundary lines are correctly designated. There are no wet lands, rivers, streams, creeks, lakes, ponds, swamps or public highways and thoroughfares laid out, opened or travelled existing before the platting other than shown on the plat.

Frank L. Lipsey
Surveyor Reg. No. 875

Subscribed and sworn to before me this 23rd day of December A.D. 1949

H. A. Frankson
Notary Public, St. Louis County, Minnesota
My commission expires July 10, 1953

I hereby certify that I have examined the annexed plat of "FILLMAN SUBDIVISION" and find the same to conform with the platting statutes of the State of Minnesota and the County of St. Louis.

Ray A. Watson
County Surveyor, St. Louis County, Minn.

We hereby certify that the annexed plat is the original (or a true and correct copy of) Plat of "FILLMAN SUBDIVISION" approved by us this 10th day of January A.D. 1950

Ray A. Watson } Plat
Arthur J. Deane } Commission
St. Louis County
Minnesota

766462
OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
County of St. Louis
I hereby certify that the within instrument was filed in this office for record
JAN 23 1950 at 4 P
and was duly entered in Book 41
of PLAT Page 4
CHAS. CALLIGAN
REGISTER OF DEEDS
By R. J. [unclear] DEPUTY

Taxes Paid Dated 23 day of Jan A.D. 1950
W. H. BORGES, County Auditor
By R. Kemp DEPUTY

Taxes for the year 1949 on
lands described within, PAID
FORREST G. HUYCK, County Treasurer
J. Branda

T:\Richards Dennis\21-964 Lot Survey Hibbing\dwg\700\21-964 Dennis Richards COS.dwg 11/15/2021 7:02 PM

C O U N T Y

2

UNIMPROVED ROADWAY

8TH AVENUE WEST

N0°56'37"W 83.16

50.16

7

NORTH LINE OF LOT 8, BLOCK 2, FILLMAN SUBDIVISION.

N89°03'23"E 123.00

B L O C K 2

8

SOUTH LINE OF LOT 8, BLOCK 2, FILLMAN SUBDIVISION.

VACATED 33RD STREET WEST

UNIMPROVED ROADWAY

N89°03'23"E 123.00

33RD STREET WEST

1

B L O C K 7

2

ALLEY

UNIMPROVED ALLEY

S0°56'37"E 83.16

6

11

10

9

12

11

PROPERTY DESCRIPTION:

Lot 8, Block 2, FILLMAN SUBDIVISION, according to the recorded plat thereof, St. Louis County, Minnesota, including vacated 33rd Street West lying adjacent to said Lot 8.

SURVEYOR NOTES:

Orientation of the bearing system is based on the north line of Lot 8, Block 2, FILLMAN SUBDIVISION, to have a bearing of N 89°03'23" E.

JPJ Engineering has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

Area of this property is 10,229 square feet or 0.2348 acres ±.

Parcel Identification Number for this property is 140-0092-00240.



SCALE: 1 INCH = 30 FEET



LEGEND:

- Iron monument found
- 1/2 inch iron monument set, marked "JPJ ENG 21401"

CERTIFICATION:

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, thereon, and all visible encroachments, if any, from or on said land.

Signed this 16th day of November, 2021 for JPJ Engineering, Inc.

Randy M. Morton
Randy M. Morton, PLS License Number 21401



Engineering
Land Surveying
Site Development

JPJ ENGINEERING, INC

425 Grant Street
Hibbing, MN 55746
(218) 262-5528

5670 Miller Trunk Hwy
Duluth, MN 55811
(218) 720-6219

www.jpjeng.com

CERTIFICATE OF SURVEY

For: Dennis Richards

5100 Manitou Road, Tonka Bay, Minnesota 55331
Lot 8, Block 2, FILLMAN SUBDIVISION, plus vacated Street, St. Louis County, MN.

SURVEY BY : SB

DRAWN BY : RMM

DESIGNED BY :

APPROVED BY : RMM

DATE: 11/16/2021

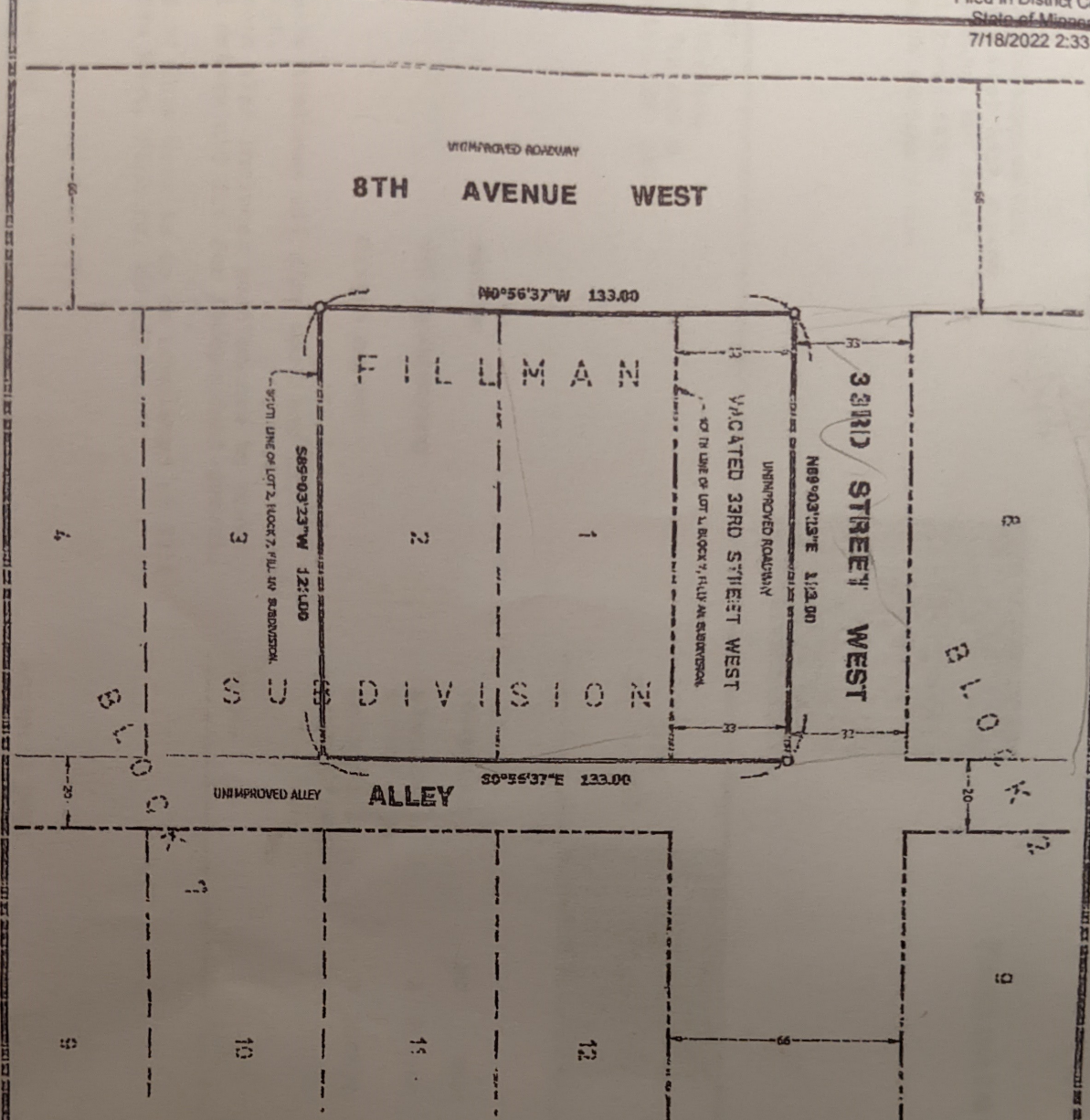
PROJECT NUMBER

21-964

SHEET NUMBER

1 OF 1

T:\Versich\Tods\21-943 1st Survey Hibbing\Map\700\21-943 Versich CO.S.dwg 10/14/2021 12:37 PM

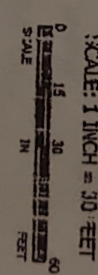


PROPERTY DESCRIPTION:

Lots 1 and 2, Block 7, FILLMAN SUBDIVISION, 1st ending to the recorded plat thereof, St. Louis County, Minnesota, including 1.00 lot 33rd Street West 167'2\"/>

SURVEYOR NOTES:

Orientation of the bearing system is based on the town line of Lot 2, Block 7, FILLMAN SUBDIVISION, to have a bearing of S 89°27'12\"/>



LEGEND:

- Iron monument for no
- 1/2 inch iron pin with cap, marked 722 BNS 11401

CERTIFICATION:

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, thereon, and all visible encroachments, if any, from an aerial view.

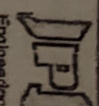
Signed this 11th day of October, 2021 for JPI Engineering, Inc.
Todd Versich
Todd Versich, RLS License Number 21401

CERTIFICATE OF SURVEY

For: Todd Versich
3315 7th Avenue West, Hibbing, Minnesota 55746

Lot 1 & 2, Block 7, FILLMAN SUBDIVISION, 1st ending to the recorded plat thereof, St. Louis County, MN

JPI ENGINEERING, INC.
425 Gantt Street
Hibbing, MN 55746
(218) 622-5570
www.jpieng.com



SURVEY BY:	SV
DRAWN BY:	PKM
DESIGNED BY:	
APPROVED BY:	21-943
DATE:	10/14/2021
REVISIONS:	
21-943	
1 OF 1	

**MINUTES OF THE REGULAR MEETING
HIBBING CITY COUNCIL
WEDNESDAY, APRIL 16, 2008**

- TIME AND PLACE:** A regular meeting of the Hibbing City Council was held on Wednesday, April 16, 2008 at 5:30 p.m. in the City Hall Council Chamber.
- ATTENDANCE:** Council members present were: Mayor Rick Wolff, Clerk Patrick Garrity and Councilors Frank Bigelow, Jack Lund, Patty Shafer, Tim Harkonen and Dan Marich. Also present were City Attorney Richard Sellman, Police Chief Barb Mitchell, Finance Director Sherri Lindstrom, City Engineer John Suihkonen, City Administrator Brian Redshaw and Acting Council Secretary Kathy Husmann.
- PUBLIC HEARING:** Mayor Rick Wolff opened the Public Hearing scheduled for this time to hear public comment regarding the vacation of that portion of 33rd Street in Fillman Subdivision lying Easterly of the East line of 8th Avenue West and Westerly of the West line of 7th Avenue.
- Mike Theisen of 3206 7th Avenue West expressed his approval of the project and his concern with leaving the alley extension across the area. And feels that that may cause problems in the future.
- Todd Versich of 3315 7th Avenue West stated that he is in favor of the project and noted that it will clean the area up because much of it has not been used. Mayor Wolff closed the Public Hearing and the following action was taken:

RESO. 08-04-03 Councilor Dan Marich, supported by Councilor Tim Harkonen to approve **Resolution #08-04-03 approving the vacation of the portion of 33rd Street in Fillman Subdivision lying Easterly of the East line of 8th Avenue West and Westerly of the West line of 7th Avenue West, reserving to the City of Hibbing Public Utilities Commission an easement for maintenance of water, gas and electrical utilities.** (Entire Resolution referred to by reference and is on file in the City Council office). Motion CARRIED.

APPROVE MINUTES:

1. Councilor Frank Bigelow, supported by Councilor Marich to approve the minutes of the regular meeting of the City Council held on Wednesday, March 19, 2008. Motion CARRIED.
2. Councilor Jack Lund, supported by Councilor Tim Harkonen to approve the minutes of the regular meeting of the City Council held on Wednesday, April 2, 2008. Motion CARRIED.

- CONSENT AGENDA:**
1. Approve the Accounts Payable Report dated April 10, 2008 in the amount of \$170,367.04.
 2. Approve Accounts Payable Checks 126571 thru #126573 in the amount of \$28,175. For the Central Range Renaissance Foundation, Hibbing Animal Shelter and Hibbing Women's Golf.
 3. Approve the City Payroll for the period ending April 4, 2008 in the amount of \$405,419.38.

CITY OF HIBBING (6195543)
401 E 21ST ST
Hibbing, MN 55746-5510
United States
41-6005232

Payroll Recap & Funding
Biweekly Regular 06/20/2025

Pay Date: 06/20/2025

Payroll Overview

Payroll Biweekly Regular 06/20/2025
Pay Date 06/20/2025
Employees 200
Paid Employees 200
Regular 200
Pay Periods 1
Base Compensation Changes 17
New Hires 5

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	261	199	297,884.06 ^D
Total			297,884.06
(D) POD6 UKG Payroll Services Admin Debit			-297,884.06
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	166	38,505.46
FICA/ER	41-6005232	139	15,638.30
FICA/EE	41-6005232	139	15,638.30
MEDI/ER	41-6005232	199	6,363.99
MEDI/EE	41-6005232	199	6,363.99
SIT:MN/EE	8022766	169	18,408.09
Total			100,918.13
Your Remaining Tax Liability			100,918.13

Vendor Liabilities

	EE's	\$ Amount
AFLAC-WWHQ	5	278.18 ^C
AFSCME MN COUNCIL 65	60	3,810.00 ^C
City of Hibbing Insurance	130	145,897.91 ^D
EMPOWER	65	9,830.50
FIREFIGHTERS LOCAL #173 C/O	24	1,952.64 ^C
HIBBING POLICE ASSOCIATION	15	150.00 ^D
Lincoln Financial Group	18	4,256.35
MADISON NATIONAL LIFE	11	361.86 ^C
MAPE UNION ATTN: JULIE LEE	6	428.36 ^C
MINNESOTA TEAMSTERS NO. 320	3	354.00 ^C
MN CHILD SUPPORT PAYMENT CE	2	765.56 ^D
MN PERA	141	89,792.03
MN PUBLIC EMPLOYEES ASSOCIA	24	1,152.00 ^C
NATIONWIDE	14	2,040.00
Total		261,069.39
(D) POD6 UKG Payroll Services Admin Debit		-146,813.47
(C) Vendor Checks		-8,337.04
Your Remaining Vendor Liability		105,918.88

Total

--More--

Total - Continued

	Total	659,871.58
POD6 UKG Payroll Services Admin Debit		-444,697.53
Total of Your Responsibility		215,174.05

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	06/18/2025	x0087	146,813.47
Empl. Dir. Dep. SPA	06/18/2025	x0087	297,884.06
Total Debits			444,697.53

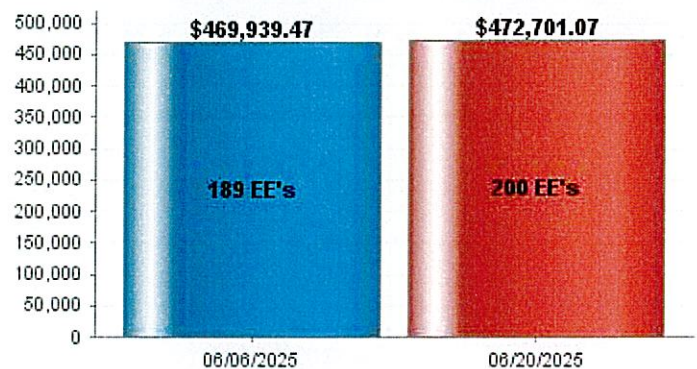
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	146,813.47
Vendor Checks	8,337.04
Tax Payment	100,918.13
Empl. Dir. Dep. SPA	297,884.06
Total	553,952.70

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	472,701.07	
ER Deduction	165,164.02	
ER Tax (Offset)	22,002.29	
Direct Deposit	0.01	297,884.07
ER Tax		22,002.29
Tax		78,915.84
Deduction		95,901.17
ER Deduction (Offset)		165,164.02
	659,867.39	659,867.39

Comparison To Last Pay Period - Gross Wages



PR# 13-25
5/31/25-6/13/25
Paid 6/20/2025

Grouped By: None
Sorted By: None
Filtered By: None

Kronos SaaShr, Inc.
City of Hibbing



Generated: 06/17/2025 01:41p
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Page 1 of 2



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Code Enforcement
Supervisor

DATE: 8/7/24, 6/19/25

DEPARTMENT: Code Enforcement

PAY GRADE: 11

EXEMPTION STATUS: Non-Exempt

REPORTS TO: Fire Chief

SCOPE OF POSITION: Responsible for ensuring compliance with policy, code and city ordinances as assigned including, but not limited to rental housing and blight. This role involves conducting inspections, investigating complaints, and taking appropriate enforcement actions to maintain the health, safety, and welfare of the community.

Work Environment: Indoor and outdoor (field) settings in various climates.

Supervision Received: Works under the general guidance of the Fire Chief, leveraging their expertise and authority to ensure the successful operation of the division. Ability to work independently with minimal supervision and prioritize workload to meet deadlines. Takes direction and collaborates with related departments.

Supervision Exercised: Directly supervises employees as assigned providing leadership, guidance, direction of work, training, performance evaluations, hiring, performance management, and conflict resolution. Supervise activities of personnel and contractors at locations of ordinance violations.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The following list is not intended to be all-inclusive, as duties will vary depending upon the direction of the department head or supervisory staff:

PRIMARY RESPONSIBILITIES:

- Develop, maintain, and ensure adherence to ordinance and policies related to, but not limited to, rental housing and blight.
- Perform investigations, render service, and enforce city ordinances and policies related to, but not limited to rental housing and blight.



- Conduct and coordinate routine and complaint-based code enforcement including education, inspections, citations, and corrective action.
- Work closely with the public, related departments, and city officials to provide education, address violations, and uphold code and ordinances in the community promptly and professionally.
- Maintain accurate and thorough documentation and records.
- Collaborate with other departments to administer related policy, code, ordinance, and licenses.
- Establish and maintain effective and positive working relationships with internal and external stakeholders.
- Schedule and perform follow-up functions to gain compliance including letters, inspections, calls, meetings, and discussions to ensure compliance with appropriate ordinances.
- Issue citations for ordinance violations and collaborate with the Police Department for other citations or violations.
- Attends hearings and trials relating to criminal, ordinance, and civil violations.
- Represents the division for the City of Hibbing on committees, at meetings, through presentations, and before elected officials.
- Assist with other inspections or department activities as needed.
- All other duties as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Excellent communication skills and attention to detail, including the ability to effectively communicate technical information to diverse audiences.
- Knowledge of and ability to interpret applicable codes and ordinances including Minnesota building, fire, and property maintenance codes and local codes and ordinances.
- Strong attention to detail, written and oral communications and relational skills and ability to follow and relay complex oral and written instructions, policies, and procedures.
- Knowledge and adherence to safety rules and regulations.
- Strong organizational and time management skills.
- Strong decision-making and negotiation skills.
- Knowledge of and ability to use computer application software and programs including the Microsoft platform.
- Ability to handle sensitive inquiries and maintain appropriate confidentiality.
- Commitment to uphold ethical standards, fairness, and impartiality.
- Knowledge of geography and addresses within the jurisdiction of the city and designated areas.
- Knowledge of building construction methods and property maintenance codes.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.



- Ability to exercise independent judgement and discretion.
- Ability to work with moderate to high details and deadlines on a frequent basis.
- Ability to be an effective leader.
- Skilled in providing excellent customer service and dealing with difficult customers and stressful situations.
- Ability to establish and maintain effective working relationships with property owners, landlords, tenants, and city officials.

MINIMUM QUALIFICATIONS:

- Associate degree in related field required.
- Bachelor's degree in public administration, criminal justice, building inspection, housing studies, or related field preferred.
- Completion of a recognized certification program in code enforcement, property management, property rehabilitation, or one (1) year of related field experience required.
- One (1) year of supervisory experience required.
- International Property Maintenance Certification required within one (1) year of employment.
- Valid MN driver's license required.
- Excellent leadership, team management, effective communication, and interpersonal skills.

PHYSICAL REQUIREMENTS:

These physical demands are representative of the physical requirements necessary for an employee to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable people with disabilities to perform the described essential functions of the job.

While performing the responsibilities of the job, the employee is required to talk and hear. The employee is often required to use their hands and fingers, to handle or feel.

The employee is frequently required to stand, walk, reach with arms and hands, climb or balance, and stoop, kneel, crouch, and crawl. Ability to work at heights when performing inspections. Specific vision abilities required by this job, including close vision. The employee must be able sit and stand for long periods and lift and carry up to 25 pounds occasionally and up to 60 pounds intermittently. Must be able to withstand exposure to outdoor weather conditions.

This job description is intended to convey information essential to understanding the scope of the position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

I have read and understand the job requirements, responsibilities, and expectations set forth in the job description provided for my position. I attest that I



am able to perform the performance responsibilities/essential functions as outlined with or without any reasonable accommodations.

Employee Name (Print)

Employee Signature

Date

REVIEWED AND APPROVED BY:

Supervisor: 6/3/2025

City Administrator: 6/3/2025

City Council: 6/18/2025



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

Nick Arola,

**Hibbing Memorial Building
Sourcewell Cooperative Price Quotation
Contract #030223-DAK
April 21, 2025**

Daktronics Video Four Sided Hockey Scoreboard

Description	Quant.	Price	Total
1. Daktronics LVN-2010 512x896 3.9mm Video Four sided scoreboard displays with coated modules. Includes 4 video boards, floor frame with brackets And slings, Single input controller, All Sport Pro Software with I-pads, corner shrouds, RTD, fiber, Pick 20 team spirit animation kit, pick 20 sponsor Animation kit, FrameWrx* package 1 year Subscription and canvas floor. (Size 6'-10"H x 11'-9"W x 11'-9"D)	1	\$269,150.00	\$269,150.00
2. Sponsor panels non backlit 2'H x 11'-9"W Set of 4 panels with brackets and 4 corner Shrouds.	2	10,296.00	20,592.00
3. Daktronics H-2104-13 Hockey Scoreboard Includes border stripe and receivers. (Size 5'H x 10'W x 6"D)	2	6,854.00	13,707.00
4. AS5010R wireless console controller	1	1,378.00	1,378.00
Estimated Freight			3,850.00
Installation and Training**			21,250.00
Total			\$329,927.00

***FrameWrx is year to year subscription current rate \$600 per year.**

****Indoor Installation Notes:** Includes removal of existing scoreboard, assembling support frame and mounting of new 4 sided video displays to frame, install four sided sponsor panels, install canvas floor, attachment slings, follow up adjustment to sling, mounting scoreboards to wall, install wireless control, set up of control room, fiber termination video boards and control rack and operator training.

AIM will provide airlift equipment for durations of the installation.



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

Disposal of packing/shipping materials is the responsibility of the customer; AIM Electronics will move the packing/shipping materials to disposal locations directed by the customer.

Customer is responsible for unloading of shipment when equipment arrives and storage of equipment until the day of installation.

Daktronics is providing a stamped engineered drawing for this project. The customer needs to provide AIM Electronics with a digital copy of the building design to pass along to the Daktronics engineering team to prepare mounting and attachment plan. AIM will also need a contact at the Architectural firm who designed the building for follow up questions. Installation amount subject to change based on final engineered drawings. The owner can provide certified drawings instead of AIM if preferred and present findings back to AIM before installation begins.

Standard Exclusions: Electrical and conduit installation must be completed by a licensed electrician hired by customer and is not provided by AIM Electronics. AIM Electronics requires full access to the facility for the duration of the installation to include but not limited to: Lifts, ladders, power tools, etc. AIM Electronics is not responsible for the integrity of existing walls, structures, etc.

Electrical requirements includes disconnect of existing scoreboard, installing power to new video boards, new scoreboards, running fiber optic cable from scoreboard to control room (leaving 30' off each end), running cat6 line from control room to scorers location and power for control rack must be provided by customer and be installed by licensed electrician. AIM will do fiber terminations for communications to video board.

Options

TI2031 Locker Room Clock	\$725.00 each
Four input Tricaster with video replay upgrade	\$27,335.00

Other Information

Warranty (5) five years manufacturer parts
(1) Year on Site Labor

Lead time: (14-16) weeks

Payment 30% with order, 60% prior to shipping, balance due net (30) thirty days

Prices valid (60) sixty days

Prices do not include MN State and City Sales Taxes

Sales taxes will be added to invoice if ST-3 is not provided at time of order

Sourcewell Cooperative Contract #030223-DAK

Brian Grandstrand
AIM Electronics, Inc.

Nick Arola
Hibbing Memorial Building



MARKETING CONCEPTUALS

DEVELOPED FOR

HIBBING MEMORIAL BUILDING HIBBING, MN



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DAKTRONICS
SPORTS MARKETING

HIBBING MEMORIAL BUILDING

CONCEPTUAL DESIGN

GYM MAIN DISPLAY OPTION 1

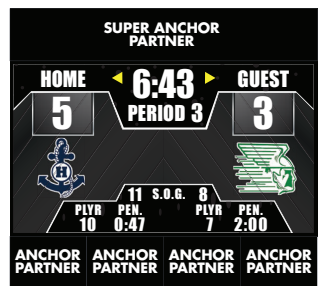
VIDEO DISPLAY

Four (4) Description
512 x 896 - 3.9MMN
6.56'h x 11.48'w Active Area
6.83'h x 11.75'w Cabinet

PARTNER PANELS

Four (4) Non-Backlit Partner Panels
2'h x 11.75'w

Sixteen (16) Non-Backlit Partner Panels
2'h x 2.9375'w



Canvas Floor



Apex Shroud



PRODUCTION READY ARTWORK NEEDED FOR: SCHOOL LOGOS & SPONSOR LOCATIONS
THIS ARTWORK IS PROTECTED UNDER FEDERAL AND INTERNATIONAL COPYRIGHT LAW. EXPRESSED PERMISSION FROM DAKTRONICS INC. IS REQUIRED FOR REPRODUCTION. RENDERINGS ARE FOR THE EXCLUSIVE USE OF DAKTRONICS, DAKTRONICS CUSTOMERS, AND A CUSTOMER'S PARTNERS. RENDERINGS ARE CONCEPTUAL IN NATURE, AND ALTERATIONS MAY OCCUR DURING THE DESIGN AND INSTALLATION PROCESS. THEREFORE, THESE RENDERINGS DO NOT REPRESENT FABRICATION OR STRUCTURAL ENGINEER CERTIFIED OR STAMPED DOCUMENTS. SCREENS AND/OR PRINTER CALIBRATION MAY IMPAIR VISUAL ACCURACY OF SPECIFIED COLORS SHOWN.

HIBBING MEMORIAL BUILDING

INSTALLATION PHOTO



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February 22, 2024 11:45 AM

HIBBING MEMORIAL BUILDING

CONCEPTUAL DESIGN

GYM MAIN DISPLAY OPTION 2

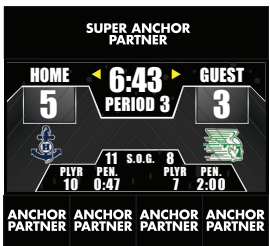
VIDEO DISPLAY

Four (4) Description
384 x 768 - 3.9MM
4.92'h x 9.84'w Active Area
5.19'h x 10.11'w Cabinet

PARTNER PANELS

Four (4) Non-Backlit Partner Panels
2'h x 10.11'w

Sixteen (16) Non-Backlit Partner Panels
2'h x 2.5275'w



Canvas Floor



Apex Shroud

HIBBING MEMORIAL BUILDING

INSTALLATION PHOTO



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February 22, 2024 11:45 AM

FACILITY USE AGREEMENT
HIBBING CHISHOLM YOUTH HOCKEY ASSOCIATION

THIS FACILITY USE AGREEMENT, made and entered into in the City of Hibbing, State of Minnesota, this ____ day of _____, 2025, by and between the City of Hibbing, a Minnesota municipal corporation, whose mailing address is 401 E 21st Street, Hibbing, MN 55746, hereinafter called the “**City of Hibbing**”, and the Hibbing-Chisholm Youth Hockey Association, whose mailing address is PO Box 193, hereinafter called “**Sports Association**”.

WITNESSETH: That City of Hibbing for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Sports Association, hereby allows Sports Association use of the Premises identified as Hibbing Memorial Arena, which is located at 400 East 23rd St, Hibbing, MN 55746, the hockey arena in City of Hibbing property at Hibbing Memorial Building (hereinafter called the **Premises**), under the following terms:

1. **BASIC PAYMENT.** The annual basic payment shall be:
 - Year 1 (October 1, 2025 – March 31, 2026 – \$75/ hour plus tax. Sports Association must guarantee a minimum of 200 hours annually from October 2025 through March 2026.
 - Year 2 (October 1, 2026 – March 31, 2027) - \$75/hour plus tax. Sports Association must guarantee a minimum of 200 hours annually from October 2026 through March 2027.

If additional programs or activities are added to usage outside of the dates listed that are not covered in the basic payment, City of Hibbing reserves the right to assess additional charges. All summer ice time will be invoiced at the current market rate of the facility at the time of rentals.

Invoicing will be made at the end of each month. Payment of invoices will be 30 days from the invoice date. Late fees will incur a \$100 per week late charge after the 30 days have passed due.

2. **TERM.** The term for Sports Association to use the Premises shall be a two (2) year period commencing on October 1, 2025 and expiring on March 31, 2027. This agreement must be renewed and/or renegotiated within 30 days of the end of the term, otherwise the agreement will be null and void.
3. **USE OF PREMISES.** Sports Association shall use the Premises solely for hockey practices, games, jamborees, tournaments, and exhibitions.
 - a. All Sports Association usage is restricted to the Premises unless approved in writing by City of Hibbing representative in advance.
 - b. Any outside food, concessions, merchandise or vendor sales of any type, are prohibited on city property without the prior written approval of the City of Hibbing.
 - c. City of Hibbing programs shall have priority of arena usage to Sports Association.
 - d. Sports Association acknowledges that City of Hibbing may use and/or rent the Premises when Sports Association is not scheduled to use the Premises. Sports Association acknowledges they do not have exclusive use or control of the Premises.
4. **SIGNAGE AND ADVERTISING.** No sign shall be erected and/or displayed on the Premises by Sports Association without the prior written consent of the City of Hibbing. Provided City of Hibbing's

consent for such signage is given, at Sports Association's sole cost, Sports Association shall erect such sign. Signage or any advertising shall conform to and meet all requirements of the City of Hibbing. Upon vacating the Premises, Sports Association agrees to remove all signs and repair all damage, at Sports Association's expense, caused by the sign and/or its removal.

5. **SECURITY.** Sports Association shall be responsible for the security of their own equipment and occupied area. City of Hibbing is not responsible for damaged or stolen Sports Association equipment. On behalf of itself and its insurer, Sports Association waives any right of subrogation against City of Hibbing and its insurer for any loss or damage to Sports Association's own equipment and property. Sports Association will have access to the Premises only during normal operating hours of the Premises or when the Premises is staffed by a City of Hibbing employee. The Sports Association is responsible for any keys issued to them from the City of Hibbing. Any lost or stolen keys must be reported to the City of Hibbing and Sports Association shall be responsible for any costs related to re-keying.
6. **COMPLIANCE WITH LAWS AND REGULATIONS.** Sports Association shall comply with the rules and regulations of the City of Hibbing and the ordinances and laws of the City of Hibbing and State of Minnesota.
7. **CONDITION OF PREMISES.** City of Hibbing makes no representations or warranties as to the condition of the Premises. Sports Association accepts the Premises in an "As-Is" condition on the date of commencement. The Sports Association and the City of Hibbing acknowledge and agree that all buildings and other facilities located on the occupied Premises will on the date of commencement of the term be in good serviceable condition. Sports Association shall inspect the Premises prior to use and shall not use the Premises if not fit for their intended use. Any unusual or significant hazard shall be reported to the City of Hibbing.
8. **BUILDING SERVICES.** Providing that the Sports Association is not in default under any of the covenants and agreements of the Facility Use Agreement, the City of Hibbing shall furnish the following services:
 - a. Janitorial and cleaning services to the common washrooms and common areas.
 - b. Property management and maintenance services for the Premises including expenses related to grounds and building maintenance.
 - c. Parking spaces for the use, in common, with users of the Premises, City of Hibbing employees, other tenants, and their employees and invitees. The use of such parking spaces shall be gratuitous, and the Sports Association agrees to not unreasonably interfere with the use thereof. No designated parking spaces will be made available to the Sports Association.
 - d. City of Hibbing shall provide operational utility costs of the premises.. The city will provide limited quantities of tables and chairs if available for Sports Association events if requested prior to the event. ,All other items for Sports Association events shall be Sports Association's responsibility.

Rink dividers, boards and nets owned by the City of Hibbing will be provided for Sports Association's use. Set-up, take down, and storage of said on-ice equipment is the responsibility of Sports Association. All other on-ice equipment will be the responsibility of the Sports Association.
9. **SPORTS ASSOCIATION RESPONSIBILITIES.** It is the Sports Association's responsibility for the following:

- a. To keep the Premises clean and sanitary and remove all garbage and other waste in a sanitary manner. If excessive cleanup is required at the Premises due to an event sponsored by the Sports Association, the Sports Association shall be responsible for the cleanup. In the event Sports Association fails to clean up, immediately after scheduled usage, City of Hibbing shall charge Sports Association \$125.00 per hour for excessive clean up after the event. This does not include normal and reasonable cleaning due to an event. The City of Hibbing will notify the Sports Association of any infraction before a fee is assessed.
 - b. To provide City of Hibbing with usage schedules prior to each season. Tentative schedules must be submitted to the City of Hibbing by June 1 each year prior to the start of the season/program with finalized schedules provided by September 1 each year. The City of Hibbing reserves the right to adjust the Sports Association proposed schedules and has final authority over usage and schedules. City of Hibbing shall be notified immediately of any schedule changes during the season.
 - c. Any damage to City of Hibbing property caused by the Sports Association, its participants, its coaches, its spectators, or its teams competing in an event held by the Sports Association is Sports Association's responsibility to pay for damages or replacement.
 - d. Sports Association shall provide City of Hibbing a registration report annually. This information shall be provided at the end of each season under this agreement, unless requested earlier.
 - e. Prior to signing this agreement, the Sports Association shall provide City of Hibbing copies of organization status. (Such as 501(c)(3) certificate, Secretary of State annual report, etc.)
 - f. Sports Association shall obtain written approval by the City of Hibbing in advance to charge admission or sell merchandise.
 - g. Sports Association shall abide by USA Hockey & Safe sport standards regarding safety rules to protect participants from injury.
 - h. Sports Association must provide coverage to supervise all rentals. Coaches or a designated supervisor, at least 18 years of age, must be present for any rental. Tournament managers must be on-site, at all times, for any youth hockey tournament at said Premise. Locker room supervision must comply with USA Hockey standards regarding locker room supervision.
 - i. Sports Association shall comply with all laws related to background checks of coaches and managers. The City of Hibbing strongly encourages Sports Association to perform background checks for persons all coaches and any league official that will have direct contact with participants to ensure players' safety.
 - j. Any facility upgrades or modifications to any part of the Premises, or surrounding land, must be approved in writing and agreed upon in advance with the City of Hibbing. Facility upgrades that result in additional operational expenses for the City of Hibbing may increase the Basic Payment to an amount that is mutually agreed upon by the City of Hibbing and Sports Association.
10. **TAXES.** Sports Association shall be responsible for the payment of all sales and use taxes which may be applicable to its use of the Premises.

11. **RIGHTS OF THE CITY OF HIBBING.** In addition to all the remedies which are allowed to the City of Hibbing by law and equity and without limitation on any of them, the City of Hibbing shall have the following rights:

- a. To enter the Premises at all reasonable times for the making of such inspections, repairs, alterations, improvements, or additions of or to the Premises or the building as City of Hibbing, in its sole discretion, may deem necessary or desirable; and for any purpose whatsoever, related to the safety, protection, preservation, or improvement of the Premises or of the building or of City of Hibbing's interest.
- b. At any time or times, City of Hibbing, either voluntarily or pursuant to governmental requirements, may at City of Hibbing's expense, make repairs, alterations, or improvements in or to the Premises or any part thereof, and during such times may temporarily close entrances, doors, corridors, elevators, or other public facilities.

12. **INSURANCE.** From and after the commencement date of this Agreement and throughout the term of this Agreement and any extension thereof, to require Sports Association to:

- a. Sports Association shall secure and keep in force during the term of this Agreement insurance or equivalent coverage from insurance companies authorized to do business in Minnesota for the following:
 - i. Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Increases of limits of coverage to be discussed as reasonable and decided upon mutually.
- b. Sports Association shall name the City of Hibbing as an additional insured for Commercial General Liability. Additional insurance coverage shall be primary and non-contributory to any other insurance available to the City of Hibbing.
- c. Sports Association shall provide the City of Hibbing with a Certificate of Insurance evidencing the coverage indicated therein. A 30 days' prior written notice of cancellation of insurance policy or termination of insurance coverage shall be provided to the City of Hibbing.
- d. Sports Association is responsible for insuring their personal property.
- e. Waiver of Subrogation: Sports Association shall obtain from each of its insurers a waiver of subrogation in favor of the City of Hibbing.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the fullest extent permitted by law, Sports Association shall defend, indemnify, and hold harmless the City of Hibbing from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Sport Association's negligence or Sport Association's failure to perform its obligations under this Facility Use Agreement. Sports Association obligations shall apply to anyone directly or indirectly employed or hired by Sports Association or anyone for whose acts Sports Association may be liable. Sports Association agrees this indemnity obligation shall survive the completion or termination of this Facility Use Agreement.

14. **PARKING.** The Sports Association understands and acknowledges that there will be no designated or reserved parking spaces for its attendees or participants.

15. **ALTERATIONS DURING TERM.** Sports Association shall make no changes to the Premises without the prior written consent of the City of Hibbing.
16. **NO LIENS.** Sports Association shall keep Sports Association's leasehold interest and any improvements which are or to become the property of the City of Hibbing under this Agreement, free and clear of any attachment of judgment lien, mechanics lien, encumbrances, security interest, collateral, or any other lien. Sports Association agrees that no security agreement, whether by way of conditional bill of sale, mortgage, or instrument of similar import, shall be placed upon any improvements on the Premises which is affixed to the real property.
17. **DAMAGE AND DESTRUCTION.** If the Premises shall be partially or totally damaged by fire or other casualty, so as to become completely unusable, this Agreement shall cease and terminate, and both parties shall be relieved from further liability and obligations hereunder. Sports Association shall be responsible for its obligations, including payment, only up to the time of such destruction. Unless the Premises is deemed unusable, Sports Association shall be obligated under this agreement. The Sports Association shall be responsible for repair and restoration of any and all damage caused by Sports Association, its participants, employees, volunteers, assigns, or spectators. The City of Hibbing shall be responsible for normal maintenance of the Premises.
18. **RETURN ON TERMINATION.** Upon termination of this Agreement for any cause, Sports Association shall return the Premises to City of Hibbing in as good or better condition as they are at the date hereof, except reasonable wear and tear. On the expiration date of this Agreement, Sports Association shall surrender all keys to the Premises. The Premises shall be clear of all trash, occupant's furniture, equipment, personal articles, and effects of any kind.
19. **HOLD OVER.** If Sports Association maintains possession of the Premises for any period after the termination of this Agreement ("hold over period"), Sports Association shall pay to City of Hibbing payment(s) during the hold over period at a rate equal to the normal payment rate set forth in the Basic Payment paragraph.
20. **NON-WAIVER.** No failure by City of Hibbing to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or of any such term or condition. No term or condition of this Agreement required to be performed by the Sports Association, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by City of Hibbing. No waiver of any breach of one term or condition of this Agreement shall affect or alter any other term or condition of this Agreement and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
21. **RIGHT OF TERMINATION ON DEFAULT.** In the event that Sports Association, within 30 days after mailing of notice of default to Sports Association at the address herein provided, shall fail to cure such default, City of Hibbing shall have the right to immediately terminate this Agreement and City of Hibbing shall have the immediate right of reentry and repossession of all the Premises and all fixtures and improvements located thereon, except for any furnishings not attached to the walls, without any obligation to compensate Sports Association in any manner therefore. In addition, Sports Association will be responsible for the Basic Payment for the remainder of the agreement term.
22. **NONPAYMENT - DEMAND NOT REQUIRED.** The provisions of the section entitled Right of Termination on Default notwithstanding, in order to enforce a forfeiture and termination of this Agreement for nonpayment of rent when due, no demand for rent when due shall be required, any such demand being expressly waived by Sports Association.
23. **FIXTURES AND IMPROVEMENTS AT EXPIRATION OR TERMINATION.** Upon the termination of this Agreement, whether by expiration of its term or by any other cause whether upon default by Sports Association or otherwise, all fixtures and improvements on the Premises shall become

the sole property of the City of Hibbing and Sports Association shall have no right to remove the same, except for any fixtures not attached to the walls that was provided by Sports Association or Sports Association specific naming and logo fixtures, and Sports Association shall have no further right, title, or interest therein.

24. **NON-ASSIGNMENT.** Sports Association shall not sub-let nor assign any portion of the Premises without the prior written consent of the City of Hibbing.

25. **NOTICES AND PAYMENTS.**

- a. Until otherwise notified by City of Hibbing, Sports Association shall pay to City of Hibbing and shall address all notices to City of Hibbing as follows:

City of Hibbing
401 East 21st Street
Hibbing, MN 55746

- b. Until otherwise notified by Sports Association in writing, City of Hibbing shall address all notices to Sports Association as follows:

Hibbing-Chisholm Youth Hockey Association
PO Box 193
Hibbing, MN 55746

26. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. City of Hibbing has made no representations or warranties with respect to the Premises, except as herein expressly set forth.

27. **PREVIOUS AGREEMENTS.** This agreement supersedes any other previous agreements that have been entered into between the City of Hibbing and Sports Association related to the Premises.

28. **SAVING CLAUSE.** If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, Sports Association and City of Hibbing have executed this Facility Use Agreement as of the day, month, and year first shown above.

CITY OF HIBBING

HIBBING-CHISHOLM
YOUTH HOCKEY ASSOCIATION

By: _____

By: _____

Printed Named: Pete Hyduke
Its: Mayor

Printed Name: _____
Its: President

By: _____

By: _____

Printed Named: Candie Seppala
Its: Clerk

Printed Name: _____
Its: Vice President



RAFFLE REQUEST

Excluded raffle = Total Prizes awarded \$1,500 per year or less
Exempt raffle = Total Annual prizes over \$1,500 and under \$50,000 requires Minnesota form LG220

RAFFLE REGISTRATION FEE

\$15.00 Payable to the City of Hibbing

ORGANIZATION INFORMATION

Name of Organization:

Type of Organization:

Mailing Address:

City, State, Zip

Contact Person:

Daytime Phone Number:

Have you conducted other raffles this year

If YES, What is the total amount of prizes this year, including this Raffle

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:

Dates of Activity:

Check Box or Boxes that Indicate the Type of Gambling Activity:

☐ Raffle

☐ Other

Price Per Ticket:

Total value of prizes to be awarded:

Types of Prizes:

In signing this request, I attest that I represent the above named Non-Profit organization and it meets all requirements of the State of Minnesota to qualify to conduct lawful gambling and proof of non-profit status is available upon request.

Organization Representative

Date

☐ Registered as Excluded Raffle

☐ Send to Council for Approval



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☐

Consent Agenda ☐

Description of Agenda Item:

Strategic Initiative:

Owner of Agenda Item/Department/email address/Phone:

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact:

Action Requested:



Request for Council Action

City Council Action

Approve RES-25-06-03 to Commit Local Match for the HRA of Hibbing's Missabe Manor Development and approve the Mayor to sign the threshold letter

Description of Agenda Item

Approve RES-25-06-03 to Commit Local Match for the HRA of Hibbing's Missabe Manor Development and approve the Mayor to sign the threshold letter

Strategic Initiative

WHEREAS, the City Council undertook a Strategic Planning Initiative in April of 2023 which outlined the following values and goals for housing: 1) Core Strategy #2: Well-rounded, Strong Quality of Life - Quality housing stock that is affordable and accessible and 2) Core Strategy #5: Safe, Secure, and Valued Community - Everyone feels they are an integral and involved part of the community, Safe place to live and raise a family; and, WHEREAS the city council is extremely interested in adding additional housing units to the city and is pursuing several projects to do so.

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

WHEREAS the City Council and the Hibbing Housing and Redevelopment Authority collaborated on a Housing Needs Analysis in 2023 which identified a number of factors for the need for additional housing units and preservation of current housing units: • Low vacancy rates across all products/price points for rental units • 96% of Market Rate units at 50% average median income (naturally occurring affordable housing – NOAH) • Lack of new rental housing driving NOAH to high percentage of units • Lot inventory for new construction is sufficient for near-term, only (93 lots vacant with ~100 units/year needed through 2035) • Lack of entry level & move-up housing stock available • Need for 60+ new multifamily housing units • Demand for over 1,200 new housing units through 2035 which, is equally divided between general-occupancy housing (48%) and age-restricted senior housing (52%).

WHEREAS, the Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify; and,

WHEREAS, starting in 2023 the HRA has undertaken planning to redevelop the housing at the

Greenhaven site in collaboration with the city; and,

WHEREAS the city has land that is available for constructing the necessary workforce housing and wishes to convey a parcel to the HRA to build their new housing development; and

WHEREAS the city will undertake the necessary work to ensure the parcel is shovel ready and convey this property to the HRA for this workforce housing development at no cost.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

\$2,464,413.00 from city undesignated funds. City staff will coordinate with HRA staff to secure repayment of these funds through grants, conveyance of HRA assets, or other means available to the HRA as appropriate.

Action Requested

Approve RES-25-06-03 to Commit Local Match for the HRA of Hibbing's Missabe Manor Development and approve the Mayor to sign the threshold letter

Attachments

1. Res-25-06-XX-Support-of-Local-Match-HRA

At the Council meeting held June 18, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-06-_____

RESOLUTION OF SUPPORT IN THE WAY OF A
LOCAL MATCH FOR THE HIBBING HOUSING AND
REDEVELOPMENT AUTHORITY'S MISSABE MANOR

WHEREAS, The Hibbing Housing and Redevelopment Authority ("HRA") is proceeding with plans for its project, known as Missabe Manor, which will be located at 3900 5th Avenue West, Hibbing, St. Louis County, Minnesota; and,

WHEREAS, Funding from the government for such projects is determined by a point system; and,

WHEREAS, One of the ways to establish a higher point system for said funding is to be able to demonstrate "a local match" of financial support for said project; and,

WHEREAS, The City of Hibbing, by and through its City Council recognizes the need for the housing provided by the HRA for current and future residents and is ready and willing to provide the financial support of a local match to the HRA under certain terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF HIBBING HEREBY COMMITS THE FOLLOWING AS A LOCAL MATCH FOR THE HRA'S MISSABE MANOR PROJECT.

1) Two Million Four Hundred Sixty-Four Thousand Four Hundred Thirteen and No/100ths Dollars (\$2,464,413.00). Said match to come in the form of cash contingent on HRA providing the following commitment:

a) Executing a promissory note in the amount of the local match set forth above at zero percent (0%) interest with no payments due until the maturity of the note in 30 years.

b) That the City of Hibbing could accept in lieu of cash payments for said note other sources of repayment including but not limited to, some or all of the HRA's Greenhaven property; IRRR

City of Hibbing
Resolution No. 25-06-_____
June 18, 2025

Housing grants for fiscal year 2026 and or other means that are agreed to in writing by the parties.

c) That there will be no prepayment penalty for early payoff of the note.

d) That should the HRA of Hibbing's Missabe Manor LLLP sell any portion of Missabe Manor, the Hibbing HRA will be obligated to pay the balance of the note.

2) That it is further agreed that the City may forgive the balance owing on the note at the end of the 30-year term, if the HRA of Hibbing completes and sustains the HRA Missabe Manor project over the course of the term of the note.

The motion for the adoption of the foregoing Resolution was duly seconded by Councilor _____, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 18th day of June, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

City of Hibbing
Resolution No. 25-06-_____
June 18, 2025

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, June 18, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-06-____
June 18, 2025



Request for Council Action

City Council Action

Approve Resolution 25-06-04 Authorizing The Application For And Acceptance Of A Development Partnership Grant For The Fy2026 Cycle From The Dept. Of Iron Range Resources & Rehabilitation For The Hibbing Downtown Traffic And Parking Study

Description of Agenda Item

Approve Resolution 25-06-04 Authorizing The Application For And Acceptance Of A Development Partnership Grant For The Fy2026 Cycle From The Dept. Of Iron Range Resources & Rehabilitation For The Hibbing Downtown Traffic And Parking Study

Strategic Initiative

WHEREAS, the City of Hibbing recognizes the importance of planning and infrastructure development to promote long-term economic growth and revitalization of its downtown area; and

WHEREAS, the City has identified a need to conduct a comprehensive Traffic and Parking Study focused on the downtown district, specifically including 1st Avenue from 31st Street to Howard Street, and Howard Street from 1st Avenue to 12th Avenue East; and

WHEREAS, the proposed study will include data collection, stakeholder engagement, infrastructure assessment, and planning to improve traffic flow, parking accessibility, pedestrian connectivity, and support future economic development; and

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the Department of Iron Range Resources & Rehabilitation (IRRR) offers Development Partnership grants to support research, planning, education, and development-based initiatives that contribute to the long-term economic growth of northeastern Minnesota; and

WHEREAS, the City of Hibbing's proposed Traffic and Parking Study aligns with the goals of the IRRR Development Partnership program and presents an opportunity to obtain financial support to advance this critical planning initiative;

Board/Commission/Committee Actions(s):

Staff will notify HEDA as this is a joint EDA/City project

Budgetary/Fiscal Impact

Local matching funds were approved in the 2025 budget as a special project.

Action Requested

Approve Resolution 25-06-04 Authorizing The Application For And Acceptance Of A Development Partnership Grant For The Fy2026 Cycle From The Dept. Of Iron Range Resources & Rehabilitation For The Hibbing Downtown Traffic And Parking Study

Attachments

1. RES-25-06-XX IRRR FY2026 DevPart TrafficParking Study

At the regular City Council meeting held June 18, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor [Name] introduced the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 25-06-XX

RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF
A DEVELOPMENT PARTNERSHIP GRANT FOR THE FY2026 CYCLE FROM THE
DEPT. OF IRON RANGE RESOURCES & REHABILITATION FOR THE HIBBING
DOWNTOWN TRAFFIC AND PARKING STUDY

WHEREAS, the City of Hibbing recognizes the importance of planning and infrastructure development to promote long-term economic growth and revitalization of its downtown area; and

WHEREAS, the City has identified a need to conduct a comprehensive Traffic and Parking Study focused on the downtown district, specifically including 1st Avenue from 31st Street to Howard Street, and Howard Street from 1st Avenue to 12th Avenue East; and

WHEREAS, the proposed study will include data collection, stakeholder engagement, infrastructure assessment, and planning to improve traffic flow, parking accessibility, pedestrian connectivity, and support future economic development; and

WHEREAS, the Department of Iron Range Resources & Rehabilitation (IRRR) offers Development Partnership grants to support research, planning, education, and development-based initiatives that contribute to the long-term economic growth of northeastern Minnesota; and

WHEREAS, the City of Hibbing's proposed Traffic and Parking Study aligns with the goals of the IRRR Development Partnership program and presents an opportunity to obtain financial support to advance this critical planning initiative;

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

1. The City of Hibbing hereby authorizes the application for a Development Partnership grant from the Department of Iron Range Resources & Rehabilitation in the amount of \$25,000 for the Hibbing Downtown Traffic and Parking Study.

City of Hibbing
Resolution No. 25-06-XX
June 18, 2025

2. The City further authorizes the acceptance of said funds if awarded and agrees to comply with all applicable requirements of the grant program.
3. The City commits to providing the required local matching funds in accordance with the grant guidelines.
4. Designated City staff are authorized and directed to prepare and submit the application, enter into necessary agreements, execute supporting documents, and take all actions necessary to implement and administer the project upon award.

The motion for adoption of the foregoing Resolution was duly seconded by Councilor [Name], and upon a vote being taken, the following voted in favor thereof:

FOR:

AGAINST:

ABSTAINING:

ABSENT:

PASSED AND ADOPTED this 18th day of June, 2025.

CITY OF HIBBING

ATTEST:

Candie Seppala, Clerk/Deputy Admin.

Pete Hyduke, Mayor



Request for Council Action

City Council Action

Approve RES-25-06-04 Requesting Free Conveyance Of Certain Parcels From The Hibbing Public Utility For The Purpose Of Constructing A Public Access Road To Support The HRA Of Hibbing's Development Of Cobb Cook Place And Missabe Manor

Description of Agenda Item

Approve RES-25-06-05 Requesting Free Conveyance Of Certain Parcels From The Hibbing Public Utility For The Purpose Of Constructing A Public Access Road To Support The HRA Of Hibbing's Development Of Cobb Cook Place And Missabe Manor

Strategic Initiative

WHEREAS, the City of Hibbing's 2023 Strategic Plan established a Core Strategy for a Well-Rounded, Strong Quality of Life, with an emphasis on the availability of affordable, high-quality housing; and

WHEREAS, the Strategic Plan also prioritizes a Safe, Secure, and Valued Community, in which all residents have access to stable, suitable housing; and

WHEREAS, the City's 2023 Strategic Plan further prioritizes affordable, accessible housing and a safe, inclusive community; and

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the Hibbing Housing and Redevelopment Authority (HRA), in collaboration with the City of Hibbing, is undertaking a new multi-family housing development project to meet identified community housing needs; and

WHEREAS, the development requires the construction of a new public access road to ensure appropriate ingress, egress, and public safety access for future residents; and

WHEREAS, parcels identified as Parcel ID 139-0050-04696, 140-0290-00607, and 140-0290-00609, currently held by the Hibbing Public Utility, have been identified as essential to the alignment and construction of this public access corridor; and

WHEREAS, the City Council affirms the critical role of this project in advancing housing opportunities, community connectivity, and redevelopment efforts; and

WHEREAS, the above-named parcels are integral to providing roadway access to the new Cobb Cook Place and Missabe Manor housing development initiated by the HRA in collaboration with the City; and

WHEREAS, in July 2024, the City Council designated adjacent Parcel ID 139-0050-04676 for use in the HRA's development, and that the City will also convey Parcel ID 140-0290-00619 in June of 2025 to the HRA for use in said development;

WHEREAS, the proposed roadway will enhance connectivity, promote economic development, and improve public safety, thereby supporting community goals set forth in the City's 2018 Comprehensive Plan and 2023 Strategic Plan;

Board/Commission/Committee Actions(s):

HPU to approve the free conveyance for the purpose of a public road right of way of the requested parcels

Budgetary/Fiscal Impact

Cost of building the road that's over and above the mineral amendment and any grant funds secured.

Action Requested

Approve RES-25-06-05 Requesting Free Conveyance Of Certain Parcels From The Hibbing Public Utility For The Purpose Of Constructing A Public Access Road To Support The HRA Of Hibbing's Development Of Cobb Cook Place And Missabe Manor

Attachments

1. RES-25-06-XX Request Conveyance of HPU PIDs for HRA Road
2. GMnInfGrant SourcesUses
3. 250225 Layout-OPT1_Layout
4. 250225-Scope of Work Narrative for Grant

At the regular City Council meeting held June 18, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor [Name] introduced the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 25-06-XX

RESOLUTION REQUESTING FREE CONVEYANCE OF CERTAIN PARCELS
FROM THE HIBBING PUBLIC UTILITY FOR THE PURPOSE OF CONSTRUCTING
A PUBLIC ACCESS ROAD TO SUPPORT THE HRA OF HIBBING'S
DEVELOPMENT OF COBB COOK PLACE AND MISSABE MANOR

WHEREAS, the Hibbing Housing and Redevelopment Authority (HRA), in collaboration with the City of Hibbing, is undertaking a new multi-family housing development project to meet identified community housing needs; and

WHEREAS, the development requires the construction of a new public access road to ensure appropriate ingress, egress, and public safety access for future residents; and

WHEREAS, parcels identified as Parcel ID 139-0050-04696, 140-0290-00607, and 140-0290-00609, currently held by the Hibbing Public Utility, have been identified as essential to the alignment and construction of this public access corridor; and

WHEREAS, the City Council affirms the critical role of this project in advancing housing opportunities, community connectivity, and redevelopment efforts; and

WHEREAS, the above-named parcels are integral to providing roadway access to the new Cobb Cook Place and Missabe Manor housing development initiated by the HRA in collaboration with the City; and

WHEREAS, in July 2024, the City Council designated adjacent Parcel ID 139-0050-04676 for use in the HRA's development, and that the City will also convey Parcel ID 140-0290-00619 in June of 2025 to the HRA for use in said development;

WHEREAS, the proposed roadway will enhance connectivity, promote economic development, and improve public safety, thereby supporting community goals set forth in the City's 2018 Comprehensive Plan and 2023 Strategic Plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hibbing, Minnesota:

City of Hibbing
Resolution No. 25-06-XX
June 18, 2025

1. That the City of Hibbing hereby formally requests the free conveyance of Parcel ID numbers 139-0050-04696, 140-0290-00607, and 140-0290-00609 from the Hibbing Public Utility to the City of Hibbing.

2. That such conveyance is necessary to facilitate the timely construction of a public access road essential to the success of the HRA's multi-family housing development.

The motion for adoption of the foregoing Resolution was duly seconded by Councilor [Name], and upon a vote being taken, the following voted in favor thereof:

FOR:

AGAINST:

ABSTAINING:

ABSENT:

PASSED AND ADOPTED this 18th day of June, 2025.

CITY OF HIBBING

ATTEST:

Candie Seppala, Clerk/Deputy Admin.

Pete Hyduke, Mayor

City of Hibbing
Resolution No. 25-06-XX
June 18, 2025

Sources	Uses			Totals
	Land Acquisition	Planning/Engineering	Construction	
City of Hibbing		\$237,000	\$1,958,573	\$2,195,573
City of Hibbing Mineral Amendment	\$67,611	\$245,000	\$537,389	\$850,000
MHFA Greater Mn Infrastructure			\$360,000	\$360,000
Totals	\$67,611	\$482,000	\$2,855,962	\$3,405,573



LEGEND

- PROPOSED BITUMINOUS ROADWAY
- PROPOSED CONCRETE WALK / DRIVEWAY
- PROPOSED B624 CURB & GUTTER

PROPOSED 40TH STREET WEST LAYOUT

LHB | CITY OF HIBBING



Scope of Work Narrative

Phase 1: 40th Street W (9th Ave W to 5th Ave W)

Phase 1 will extend 40th Street east from 9th Ave W along the north side of Grace Lutheran Church about ¼ mile to 5th Avenue West. This street is planned to have curb and gutter and a sidewalk along one side. The street will have two 12 ft driving lanes and 4 ft wide bike lanes on both sides for a total of 36 ft from curb face to curb face. Phase 1 will include the extension of public utilities to provide service to the planned housing development. Utility extensions included in Phase 1 include storm sewer, watermain (between 7th Ave W and 6th Ave W), sanitary sewer extension to 5th Ave W, street lighting and gas service. The project will conclude with final restoration to establish turf as well signing and striping.

Phase 2: 40th Street W (5th Ave W to 39th St W)

Phase 2 will extend 40th Street east from 5th Ave W about 800 feet to 39th Street West. This street is planned to have curb and gutter and a sidewalk along one side. The street will have two 12 ft driving lanes and 4 ft wide bike lanes on both sides for a total of 36 ft from curb face to curb face. The street will cross a snowmobile trail and is planned to include a box culvert to provide a safe grade separated crossing. Grading work for achieve this grade separation will be necessary. Phase 2 will include the extension of public utilities to provide service to the planned housing development. Utility extensions included in Phase 2 include storm sewer, watermain, sanitary sewer extension, street lighting and gas service. The project will conclude with final restoration to establish turf as well signing and striping.



Request for Council Action

City Council Action

Approve RES-25-06-06 Authorizing City Of Hibbing To Make Application To And Accept Funds From The Department Of Iron Range Resources And Rehabilitation Commercial Redevelopment Grant Program For The Redevelopment Of 620 E 16th Street, Hibbing, Mn 55746

Description of Agenda Item

Approve RES-25-06-06 Authorizing City Of Hibbing To Make Application To And Accept Funds From The Department Of Iron Range Resources And Rehabilitation Commercial Redevelopment Grant Program For The Redevelopment Of 620 E 16th Street, Hibbing, Mn 55746

Strategic Initiative

WHEREAS, the City of Hibbing supports redevelopment and business expansion efforts that contribute to the economic vitality of the community; and

WHEREAS, Commercial Redevelopment grants assist with the full and selective demolition of commercial and industrial buildings and the clean-up of brownfields to pave the way for new development; and

Owner of Agenda Item

Betsy Olivanti, Community Development Director, 218.421.7939, betsyolivanti@hibbingmn.gov
Pat Green, Building Official, 218.969.0165, patgreen@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the City purchased a lot at 620 E 16th Street, Hibbing, MN 55746, which contains a deteriorating warehouse that has become a public safety hazard due to the inability to properly secure the building from unauthorized entry, a partial roof collapse, and a structurally compromised wall that is bowing outward and at risk of collapse;

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

May need to fund half of the demolition

Action Requested

Approve RES-25-06-06 Authorizing City Of Hibbing To Make Application To And Accept Funds

From The Department Of Iron Range Resources And Rehabilitation Commercial Redevelopment Grant Program For The Redevelopment Of 620 E 16th Street, Hibbing, Mn 55746

Attachments

1. RES-25-06-XX DIRRR Commercial Redevelopment Grant 620 E 16th St

At a Regular Meeting of the Hibbing City Council held on Wednesday, June 18, 2025, at 5:00 p.m. in the Hibbing City Hall Council Chamber, Councilor [INSERT NAME] offered the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 25-06-XX

RESOLUTION AUTHORIZING CITY OF HIBBING TO MAKE APPLICATION TO AND ACCEPT FUNDS FOR THE FY2026 GRANT CYCLE FROM THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT PROGRAM FOR THE REDEVELOPMENT OF 620 E 16TH STREET, HIBBING, MN 55746

WHEREAS, the City of Hibbing supports redevelopment and business expansion efforts that contribute to the economic vitality of the community; and

WHEREAS, Commercial Redevelopment grants assist with the full and selective demolition of commercial and industrial buildings and the clean-up of brownfields to pave the way for new development; and

WHEREAS, the City purchased a lot at 620 E 16th Street, Hibbing, MN 55746, which contains a deteriorating warehouse that has become a public safety hazard due to the inability to properly secure the building from unauthorized entry, a partial roof collapse, and a structurally compromised wall that is bowing outward and at risk of collapse;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hibbing, Minnesota:

1. The City of Hibbing hereby authorizes the submission of an application to the Department of Iron Range Resources and Rehabilitation Commercial Redevelopment Grant Program for the redevelopment of 620 E 16th Street, Hibbing, MN 55746.
2. The City further authorizes the acceptance of any awarded funding and agrees to comply with all applicable program requirements.

The motion to adopt the foregoing Resolution was duly supported by Councilor [INSERT NAME], and upon being put to a vote, carried as follows:

FOR ADOPTION:

AGAINST:

ABSTAINED:

ABSENT:

Passed and adopted this 18th day of June, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

Candie Seppala, City Clerk/Dep. Admin



Request for Council Action

City Council Action

Approve Resolution 25-06-08 to enter into purchase agreement with the Housing and Redevelopment Authority of Hibbing for the conveyance of real property at 3900 5th Avenue West.

Description of Agenda Item

Approve Resolution 25-06-08 to enter into purchase agreement with the Housing and Redevelopment Authority of Hibbing for the conveyance of real property at 3900 5th Avenue West.

Strategic Initiative

WHEREAS, the City Council undertook a Strategic Planning Initiative in April of 2023 which outlined the following values and goals for housing: 1) Core Strategy #2: Well-rounded, Strong Quality of Life - Quality housing stock that is affordable and accessible and 2) Core Strategy #5: Safe, Secure, and Valued Community - Everyone feels they are an integral and involved part of the community, Safe place to live and raise a family; and,

WHEREAS the city council is extremely interested in adding additional housing units to the city and is pursuing several projects to do so; and,

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

WHEREAS the City Council and the Hibbing Housing and Redevelopment Authority collaborated on a Housing Needs Analysis in 2023 which identified a number of factors for the need for additional housing units and preservation of current housing units:

- Low vacancy rates across all products/price points for rental units
- 96% of Market Rate units at 50% average median income (naturally occurring affordable housing – NOAH)
- Lack of new rental housing driving NOAH to high percentage of units
- Lot inventory for new construction is sufficient for near-term, only (93 lots vacant with ~100 units/year needed through 2035)
- Lack of entry level & move-up housing stock available
- Need for 60+ new multifamily housing units
- Demand for over 1,200 new housing units through 2035 which, is equally divided

between general-occupancy housing (48%) and age-restricted senior housing (52%); and,

WHEREAS, the Housing and Redevelopment Authority of Hibbing (HRA) is the organization in our city that specializes in public housing apartments, offering subsidized housing for those who qualify; and,

WHEREAS, starting in 2023 the HRA has undertaken planning to redevelop the housing at the Greenhaven site in collaboration with the city; and,

WHEREAS the city has land that is available for constructing the necessary workforce housing and wishes to convey a parcel to the HRA to build their new housing development; and

WHEREAS the city will undertake the necessary work to ensure the parcel is shovel ready and convey this property to the HRA for this workforce housing development at no cost.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

Conveyance of land appraised at \$42,000 for \$1 to the HRA of Hibbing.

Action Requested

Approve Resolution 25-06-08 to enter into purchase agreement with the Housing and Redevelopment Authority of Hibbing for the conveyance of real property at 3900 5th Avenue West.

Attachments

1. Missabe Manor Vacant-Land-Purchase-Agmt-Final-2025-06-11
2. Res-25-06-XX-Approve-Auth-Execute-Sale

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made as of _____, 2025, by and between **Housing and Redevelopment Authority of Hibbing**, a public body corporate and politic of the State of Minnesota, 3115 7th Ave. E., Hibbing, MN 55746, BUYER, and **City of Hibbing**, a municipal corporation, 401 East 21st Street, Hibbing, MN 55746, SELLER.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as: That part of the South 360 feet of the NE ¼ of the SE ¼ lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company, Section 24, Township 57 North of Range 21, West of the Fourth Principal. (the "Property"). The Property is located 3900 5th Avenue West, Hibbing, MN, County of St. Louis, State of Minnesota, and taxed under Parcel No. 140-0290-00619.

There is no personal property or improvements included in this sale except for the Seller's obligation to have the site shovel ready at closing.

3. **DATE OF BINDING AGREEMENT.** This Agreement is binding on the parties as of the date in paragraph 1 above.

4. **PRICE AND TERMS.** The parties will continue to negotiate and agree on the price of the Property prior to CLOSING. The consideration upon CLOSING under this Purchase Agreement is an equity gift.

5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota; and
- D. Utility and drainage easements which do not interfere with existing improvements; and
- E. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer prior to closing (must be specific and in writing as "Permitted Encumbrances").

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Buyer shall be responsible for all real estate taxes accruing subsequent to the date hereof and for any special assessments placed on the Property subsequent to the date hereof. Seller is responsible for all taxes applicable to years prior to closing and payable in years prior to closing and for any penalty and interest thereon, said amounts to be identified and paid at closing from closing proceeds.

Insofar as assessments are concerned, Seller is responsible for assessments pending or levied up to CLOSING and Buyer is responsible for assessments pending or levied subsequent to CLOSING.

7. **DAMAGES TO REAL PROPERTY.** Buyer shall bear the risk of any damage to the real property while conducting its due diligence testing.

8. **SELLER'S BOUNDARY LINE, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the property. Seller warrants that there has been no labor

or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

9. **CONDITION OF PROPERTY.**

- A. Other than as revealed in reports provided to the City of Hibbing by Braun Engineering and the Minnesota Pollution Control Agency in advance of the closing hereunder, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the property by any person in violation of any law, nor of any underground storage tanks having been located on the property at any time.
- B. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.
- C. Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites).
- D. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.
- F. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- H. Seller's warranties and representations contained in this Paragraph 9, shall survive the delivery of the Deed.

10. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the property. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

11. **POSSESSION.** Seller shall deliver possession of the property not later than CLOSING.

12. **EXAMINATION OF TITLE.** At least 30 days before the anticipated closing date, Seller shall provide evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending Special Assessments, to Buyer or Buyer's designated title search provider, as follows:

This property is Torrens/Abstract. Seller shall provide a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota. Seller shall pay the cost of title examination fee and the costs of evidence of title for such title insurance policy.

Buyer shall be responsible for the title insurance premium if Buyer chooses to obtain the owner's policy of title insurance.

13. **TITLE CORRECTIONS AND REMEDIES.** Seller shall use Seller's best efforts to provide marketable title by the date of closing. Marketable title includes dealing within any encroachments, trespassing or squatters, including hunting shacks and/or stands. In the event Seller has not provided marketable title by the date of closing, Seller shall have the right upon written notice to Buyer to extend the closing date for an additional 30 days to

make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to this 30-day extension, Buyer and Seller may, by mutual written agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement, if title fails, cancelled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is cancelled for title failures. If either party declares this Purchase Agreement cancelled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

14. **DEFAULT.** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement, and any payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.

If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

15. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1. above and, if mailed, are effective as of the date of mailing.

16. **MINNESOTA LAW.** This contract shall be governed by the laws of Minnesota.

17. **WELL DISCLOSURE.** Seller certifies that Seller knows of no wells on the described real property.

18. **SELLER'S AFFIDAVIT.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank (Form No. 116-M, 117-M, or 118-M) Affidavit of Seller.

19. **BINDING NATURE.** This Agreement is binding on heirs, successors and assigns.

20. **CONTINGENCIES.** In addition to Title, the contingencies relate to the feasibility of the project and the obtaining of sufficient funding to build the project. Buyer agrees to keep Seller fully informed as to the status of those issues. Additionally, the parties agree as follows:

A. Seller agrees to clear, balance and remediate the land/soils, as necessary, to a shovel-ready state in order to provide an immediate, mortgageable, and buildable site(s) for multifamily residential development;

B. Seller agrees to provide both viable and insurable legal access and utilities to include building any extension of current public roads and utilities;

C. At CLOSING, Buyer agrees to grant Seller a Right of First Refusal upon property it currently owns legally described as Outlots A, B and C, GREENHAVEN SECOND DIVISION, and contained under Tax Parcels 140-0098-02270, 140-0098-02280 and 140-0098-02290. It is understood between the parties that said

Right of First Refusal can only be given if approved by the Secretary of Housing and Urban Development (HUD), contingent upon said property being released from the Declaration of Trust (defined below) by HUD, which prohibits “transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering...” under the terms of a Declaration of Trust filed February 28, 1994, in the office of the St. Louis County Recorder as Document No. 597781 and in the office of the St. Louis County Registrar of Titles as Document No. 579231;

D. This sale is contingent upon Buyer obtaining funding through the Minnesota Housing Finance Agency by June 30, 2026; and

E. This sale is contingent upon the City approving the sale of the property as a part of its Comprehensive Plan.

21. **CLOSING.** Closing shall be at the office as directed by Minnesota Housing Finance Agency (MHFA). The Closing shall occur at such time as Buyer is able to secure the funding and close on the purchase and the financing for the facility to be constructed. If Buyer’s anticipated funding through MHFA is not approved by June 30, 2026, Either party shall have the option to cancel this Agreement. This Purchase Agreement may be continued but only by the mutual agreement of the parties. Status of Buyer’s efforts to secure funding will be provided to Seller upon request. Buyer shall notice Seller regarding a Closing Date at least thirty (30) days in advance of such Closing.

22. **CLOSING COSTS.** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

A. **SELLER’S COSTS.** Seller shall pay the following at closing:

- (1) Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.
- (2) Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.
- (3) Document preparation costs for Seller’s deed and any other documents necessary to transfer good and marketable title by Seller’s deed.
- (4) Deed tax on Seller’s deed.
- (5) One half of the closer’s fee.

B. **BUYER’S COSTS.** Buyer shall pay the following at closing:

- (1) One-half of the closer’s fee.
- (2) Recording fee for Seller’s deed.
- (3) All Buyer’s financing charges.

23. **EXPIRATION OF AGREEMENT.** This Vacant Land Purchase Agreement shall expire on June 30, 2026, with additional option to extend as long as all funding has been approved.

24. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Vacant Land Purchase Agreement as of the date first above written.

Buyer hereby agrees to purchase the property for the price and terms and conditions set forth above.

HOUSING AND REDEVELOPMENT AUTHORITY
OF HIBBING

By: _____

Date: _____

Seller hereby agrees to sell the property for the price and terms and conditions set forth above.

CITY OF HIBBING

By: _____
Pete Hyduke

Its: Mayor _____

Date: _____

By: _____
Candie Seppala

Its: City Clerk _____

Date: _____

At the Council meeting held June 18, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 25-06-_____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF SALE OF REAL PROPERTY TO
HIBBING HOUSING AND REDEVELOPMENT AUTHORITY

WHEREAS, The City of Hibbing, as a part of a strategic planning initiative in April of 2023, determined that there be strong importance on quality housing that is affordable and accessible and that the citizens of Hibbing be in a safe, secured, and valued community; and,

WHEREAS, The Housing and Redevelopment Authority of Hibbing ("HRA") seeks a substantial initiative for a new housing development, HRA's Missabe Manor of Hibbing; and,

WHEREAS, In order to accomplish this the City of Hibbing would need to transfer real property located at 3900 5th Avenue West, Hibbing, St. Louis County, Minnesota, legally described as:

That part of the South 360 feet of NE 1/4 of the SE 1/4 lying westerly of the westerly right-of-way line of the Duluth, Missabe & Iron Range Railway Company, Section 24, Township 57 North, Range 21 West of the Fourth Principal

Parcel Code: 140-0290-00619

to the Hibbing Housing and Redevelopment Authority; and,

WHEREAS, The parties have negotiated a Purchase Agreement for the conveyance of said real property from the City to the HRA, a copy of which is attached hereto; and,

WHEREAS, The City Council of the City of Hibbing is in support of the HRA's Missabe Manor initiative and believes the conveyance here is in the best interest of the City of Hibbing; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hibbing does hereby approve and hereby authorizes the Mayor and Clerk to execute the Purchase Agreement, attached hereto and made a part

City of Hibbing
Resolution No. 25-06-_____
June 18, 2025

hereof, and further authorizes them to execute any and all other documents necessary to facilitate this agreement.

The motion for the adoption of the foregoing Resolution was duly seconded by Councilor _____, and upon vote being taken, the following voted in favor thereof:

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this _____ day of June, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held on Wednesday, June 18, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution No. 25-06-_____
June 18, 2025

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made as of _____, 2025, by and between **Housing and Redevelopment Authority of Hibbing**, a public body corporate and politic of the State of Minnesota, 3115 7th Ave. E., Hibbing, MN 55746, BUYER, and **City of Hibbing**, a municipal corporation, 401 East 21st Street, Hibbing, MN 55746, SELLER.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as: That part of the South 360 feet of the NE 1/4 of the SE 1/4 lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company, Section 24, Township 57 North of Range 21, West of the Fourth Principal. (the "Property"). The Property is located 3900 5th Avenue West, Hibbing, MN, County of St. Louis, State of Minnesota, and taxed under Parcel No. 140-0290-00619.

There is no personal property or improvements included in this sale except for the Seller's obligation to have the site shovel ready at closing.

3. **DATE OF BINDING AGREEMENT.** This Agreement is binding on the parties as of the date in paragraph 1 above.

4. **PRICE AND TERMS.** The parties will continue to negotiate and agree on the price of the Property prior to CLOSING. The consideration upon CLOSING under this Purchase Agreement is an equity gift.

5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota; and
- D. Utility and drainage easements which do not interfere with existing improvements; and
- E. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer prior to closing (must be specific and in writing as "Permitted Encumbrances").

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Buyer shall be responsible for all real estate taxes accruing subsequent to the date hereof and for any special assessments placed on the Property subsequent to the date hereof. Seller is responsible for all taxes applicable to years prior to closing and payable in years prior to closing and for any penalty and interest thereon, said amounts to be identified and paid at closing from closing proceeds.

Insofar as assessments are concerned, Seller is responsible for assessments pending or levied up to CLOSING and Buyer is responsible for assessments pending or levied subsequent to CLOSING.

7. **DAMAGES TO REAL PROPERTY.** Buyer shall bear the risk of any damage to the real property while conducting its due diligence testing.

8. **SELLER'S BOUNDARY LINE, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the property. Seller warrants that there has been no labor

or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

9. **CONDITION OF PROPERTY.**

- A. Other than as revealed in reports provided to the City of Hibbing by Braun Engineering and the Minnesota Pollution Control Agency in advance of the closing hereunder, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the property by any person in violation of any law, nor of any underground storage tanks having been located on the property at any time.
- B. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.
- C. Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites).
- D. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.
- F. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- H. Seller's warranties and representations contained in this Paragraph 9, shall survive the delivery of the Deed.

10. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the property. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

11. **POSSESSION.** Seller shall deliver possession of the property not later than CLOSING.

12. **EXAMINATION OF TITLE.** At least 30 days before the anticipated closing date, Seller shall provide evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending Special Assessments, to Buyer or Buyer's designated title search provider, as follows:

This property is Torrens/Abstract. Seller shall provide a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota. Seller shall pay the cost of title examination fee and the costs of evidence of title for such title insurance policy.

Buyer shall be responsible for the title insurance premium if Buyer chooses to obtain the owner's policy of title insurance.

13. **TITLE CORRECTIONS AND REMEDIES.** Seller shall use Seller's best efforts to provide marketable title by the date of closing. Marketable title includes dealing within any encroachments, trespassing or squatters, including hunting shacks and/or stands. In the event Seller has not provided marketable title by the date of closing, Seller shall have the right upon written notice to Buyer to extend the closing date for an additional 30 days to

make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to this 30-day extension, Buyer and Seller may, by mutual written agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement, if title fails, cancelled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is cancelled for title failures. If either party declares this Purchase Agreement cancelled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

14. **DEFAULT.** If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement, and any payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.

If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

15. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1. above and, if mailed, are effective as of the date of mailing.

16. **MINNESOTA LAW.** This contract shall be governed by the laws of Minnesota.

17. **WELL DISCLOSURE.** Seller certifies that Seller knows of no wells on the described real property.

18. **SELLER'S AFFIDAVIT.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank (Form No. 116-M, 117-M, or 118-M) Affidavit of Seller.

19. **BINDING NATURE.** This Agreement is binding on heirs, successors and assigns.

20. **CONTINGENCIES.** In addition to Title, the contingencies relate to the feasibility of the project and the obtaining of sufficient funding to build the project. Buyer agrees to keep Seller fully informed as to the status of those issues. Additionally, the parties agree as follows:

A. Seller agrees to clear, balance and remediate the land/soils, as necessary, to a shovel-ready state in order to provide an immediate, mortgageable, and buildable site(s) for multifamily residential development;

B. Seller agrees to provide both viable and insurable legal access and utilities to include building any extension of current public roads and utilities;

C. At CLOSING, Buyer agrees to grant Seller a Right of First Refusal upon property it currently owns legally described as Outlots A, B and C, GREENHAVEN SECOND DIVISION, and contained under Tax Parcels 140-0098-02270, 140-0098-02280 and 140-0098-02290. It is understood between the parties that said

Right of First Refusal can only be given if approved by the Secretary of Housing and Urban Development (HUD), contingent upon said property being released from the Declaration of Trust (defined below) by HUD, which prohibits “transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering...” under the terms of a Declaration of Trust filed February 28, 1994, in the office of the St. Louis County Recorder as Document No. 597781 and in the office of the St. Louis County Registrar of Titles as Document No. 579231;

D. This sale is contingent upon Buyer obtaining funding through the Minnesota Housing Finance Agency by June 30, 2026; and

E. This sale is contingent upon the City approving the sale of the property as a part of its Comprehensive Plan.

21. **CLOSING.** Closing shall be at the office as directed by Minnesota Housing Finance Agency (MHFA). The Closing shall occur at such time as Buyer is able to secure the funding and close on the purchase and the financing for the facility to be constructed. If Buyer’s anticipated funding through MHFA is not approved by June 30, 2026, Either party shall have the option to cancel this Agreement. This Purchase Agreement may be continued but only by the mutual agreement of the parties. Status of Buyer’s efforts to secure funding will be provided to Seller upon request. Buyer shall notice Seller regarding a Closing Date at least thirty (30) days in advance of such Closing.

22. **CLOSING COSTS.** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

A. **SELLER’S COSTS.** Seller shall pay the following at closing:

- (1) Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.
- (2) Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.
- (3) Document preparation costs for Seller’s deed and any other documents necessary to transfer good and marketable title by Seller’s deed.
- (4) Deed tax on Seller’s deed.
- (5) One half of the closer’s fee.

B. **BUYER’S COSTS.** Buyer shall pay the following at closing:

- (1) One-half of the closer’s fee.
- (2) Recording fee for Seller’s deed.
- (3) All Buyer’s financing charges.

23. **EXPIRATION OF AGREEMENT.** This Vacant Land Purchase Agreement shall expire on June 30, 2026, with additional option to extend as long as all funding has been approved.

24. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Vacant Land Purchase Agreement as of the date first above written.

Buyer hereby agrees to purchase the property for the price and terms and conditions set forth above.

HOUSING AND REDEVELOPMENT AUTHORITY
OF HIBBING

By: _____

Date: _____

Seller hereby agrees to sell the property for the price and terms and conditions set forth above.

CITY OF HIBBING

By: _____
Pete Hyduke

Its: Mayor _____

Date: _____

By: _____
Candie Seppala

Its: City Clerk _____

Date: _____



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. memo
2. confirmed counts
3. Resolution 25-06- transferring landfill operations fee to SLC



To: Mayor & City Councilors
From: Sheena Mulner – Finance Director/Treasurer
Date: 6/11/2025
Re: St Louis County Landfill Operations billing

The city currently collects the St. Louis County Landfill operations fee in our monthly utility bills and remits it to St Louis County quarterly. The county sends us estimated counts of residential and commercial properties around March, and Finance staff go through the counts and verify or adjust accordingly. The county invoices the city based on valuations whereas the city is billing each customer a fixed fee per container per month. It is difficult to estimate how many containers we will have annually when some properties are vacant. In addition, some properties request more than one container and commercial volumes change. We don't keep track of valuation changes of commercial property as the county handles the assessing so we would have to look at each parcel statement annually to determine valuation changes. This is becoming an administrative burden for the city. Our department went through 7,129 parcels this year and verified whether they were vacant or not in the utility billing software to determine if we are collecting a landfill fee or not and then had to report the information back to the county. This took approximately 65 hours. In addition, the fee is billed in the PUC's software and collected by the PUC. We reconcile the revenue the PUC collects, and they remit those to the city monthly. They are then receipted in our system. It doesn't really make sense that the money is flowing through so many entities to ultimately pay the county in the end for their operation of the landfill. If the county budgets a set amount for the operation of their landfill, we may or may not remit to them the budgeted amount depending on how many vacancies we have. That can impact their revenue stream as well for their budget.

Recently, it came to my attention that other cities have been reaching out to SLC about the administrative burden it is for them to collect the fee on their behalf. Other Iron Range cities have discontinued collecting the landfill operations fee, and the county is collecting the fee directly. The county sent me a template of a resolution used by other cities that Hibbing could approve to begin having them collect their own fees beginning in 2026.

I would like to bring this resolution forward for consideration at our next meeting.

Sincerely,

Sheena Mulner

Finance Director/Treasurer

03/19/2025

**St. Louis County Environmental Services Department
2025 Solid Waste Service Fees
Proposed Aggregate Information for the City of Hibbing**

The proposed aggregate service fee to be charged to the City of Hibbing for 2025 has been set at \$722,490.00. The quarterly payments will be \$180,622.50.

The following chart shows the breakdown by property classifications; and for commercial properties, estimated market value (EMV) of all properties within the City of Hibbing used to calculate your aggregate fee. The categories of Residential and Seasonal are now classified as first property and second property.

Classifications	2025 CONFIRMED CITY COUNT	2025 AMOUNT
First Property \$85 ea	6,399	543,915.00
Second Property \$25	98	2,450.00
Commercial Properties		
EMV: \$ 80/ea \$1,000 to \$50,000	74	5,920.00
\$125/ea \$50,001 to \$100,000	123	15,375.00
\$175/ea \$100,001 to \$150,000	79	13,825.00
\$240/ea \$150,001 to \$250,000	70	16,800.00
\$325/ea \$250,001 to \$500,000	62	20,150.00
\$450/ea \$500,001 to \$1,000,000	30	13,500.00
\$600/ea \$1,000,001 to \$2,000,000	28	16,800.00
\$800/ea over \$2,000,000	21	16,800.00
		665,535.00
	QUARTERLY	166,383.75

The city may request a change in any of the categories above based on appropriate vacancy situations. Changes must be made annually. This would prevent adding or subtracting one or two parcels each quarter.

**** If there are any changes to the proposed count, please include those Parcel Number(s), Taxpayer Names(s), and reason for the change on the query with your confirmed count.**

For your information, the criteria for each category is as follows:

- First Property – Any habitable residential dwelling.
- 2nd Property – Any habitable seasonal or second dwelling.
- Commercial – The solid waste service fee is charged based on EMV of the commercial parcel.

If you have any questions, please call me at 218-471-7703 or 1-800-450-9278.

RESOLUTION 25-06-

A RESOLUTION TRANFERING COLLECTION RESPONSIBILITY FOR SOLID WASTE USER

WHEREAS, the City of Hibbing as a part of its utility operations and billings in connection therewith has historically collected the Saint Louis County Solid Waste User Fee; and

WHEREAS, the City of Hibbing has expended considerable efforts and resources in attempting to collect this Solid Waste User Fee; and

WHEREAS, Saint Louis County has expressed that it would be willing to take over collection of its Solid Waste User Fees; and

WHEREAS, the City Council of the City of Hibbing finds that it is more economical and efficient to have Saint Louis County collect its Solid Waste User Fee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HIBBING that the City Council does hereby authorize the transfer of authority to collect the Saint Louis County Solid Waste User Fee to Saint Louis County.

BE IT FURTHER RESOLVED, that the City Council authorizes and directs its staff to execute any agreements or document necessary to effectuate the transfer of this responsibility.

Dated: June 28, 2025

City Council of the City of Hibbing

ATTEST:

Mayor Pete Hyduke

City Clerk
Candie Seppala



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. Consignment Agreement 2014 John Deere Excavator



ROAD MACHINERY & SUPPLIES CO
Minnesota, North Dakota, Wisconsin, Iowa, Illinois, Michigan

EXCLUSIVE SALES CONTRACT

THIS AGREEMENT, made and entered into by and between the City of Hibbing
hereinafter called "OWNER"
and Road Machinery & Supplies Co., hereinafter called "RMS".

1. In consideration of RMS agreement to list the machine described in Para. 2 hereof, and to use diligent efforts to find a purchaser for same, Owner hereby grants to RMS and its authorized representatives for the term provided herein, the exclusive right to sell said machine as Owner's agent, for the net price to Owner of not less than
\$85,000.00 (\$), OR for the price of
(\$), less a commission to RMS of
12% upon any sale of said machine made while this agreement remains in force, whether such sale or contract for sale be made by the Owner or by any third person.
2. Machine description with Serial No. and Location: 2014 John Deere 180G Excavator Serial # 1FF180GXAE020374
with attachment 60' ditching bucket
3. Owner hereby covenants and warrants that he (it) is the true and lawful owner of the said machine covered by this agreement and has good right and title to sell and convey the same free and clear of any liens or security interests of any nature and will execute any "BILL OF SALE" or other necessary documents to transfer good title. If the Owner has pledged the machine to a bank or financial company that has a blanket filing on his equipment, it will be the Owner's responsibility to obtain a release.
4. The term of this agreement shall be for 120 days commencing on the date this agreement is accepted by RMS, and this agreement shall be automatically renewed thereafter for like periods unless either party gives the other party written notice of termination twenty (20) days in advance of the expiration of any such period. Owner agrees that upon any sale or contract for the sale of said machine made by Owner or by any third person within two (2) months next after the termination of this agreement to any person with whom RMS or its authorized representatives have had negotiations for sale of the same during the term of this agreement, Owner will pay to RMS the full rate of commission determined in accordance with the provisions of Para. 1 hereof.
5. Owner agrees to carry and maintain their own insurance on the machinery described in Para. 2, and provide proof of coverage to RMS. Owner further agrees to hold RMS harmless for any loss or damage from any and all perils sustained to or by the machine while it is in the custody of RMS or prospective customer. Owner will also supply to RMS a loss payable clause for the full amount of the asking price.
6. Upon sale and receipt of funds from the buyer, RMS will issue a check to the Owner for the agreed price. Buyer's payment must clear RMS's account prior to a check being issued to Owner.
7. This written agreement constitutes the entire agreement between Owner and RMS and the parties agree that there have been no other binding agreements or representations. Agreement is subject to acceptance by an officer of RMS.

ACCEPTED THIS _____ DAY OF _____, 20____.

ROAD MACHINERY & SUPPLIES CO.

City of Hibbing

Company

By: _____

By: _____

Title: _____

Title: _____



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Description of Agenda Item

We would like to install gates at 5 locations to keep the trespassing and dumping of garbage to a minimum. We already had the gates fabricated, we just need to have them installed. The gates will be installed on City property. See attached maps for locations.

Strategic Initiative

Owner of Agenda Item

Jesse Story, City Engineer-Director of Public Works, 218.969.0629, jessestory@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

We would like to install gates at 5 locations to keep the trespassing and dumping of garbage to a minimum. The gates have been fabricated, we just need to have them installed. The gates will be installed on City property. See attached maps for locations.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

We received one quote from Bougalis Construction for the installation of the gates. The gate installation will be split between 3 departments:

Sanitation (blight) - 3 gates at \$14,950.00

Streets & Alleys - 1 gate at \$5,650.00

Waste Treatment Plant - 1 gate at \$5,650.00

Action Requested

Asking for council to approve the gate installation to Bougalis Construction.

Attachments

1. Gate Installation



May 23, 2025

Jesse Story
City of Hibbing
Hibbing MN 55746

Quote: Gate Foundations and Installation

- Mobilization/ De-mob
- Furnish and install 24" diameter concrete filled sono tubes. (2 foundations per 20' gate, and 4 foundations per 25' gate)
- Install gate posts in concrete foundations. (RC Fabricators to furnish the posts.)
- Install gates on new posts. (RC Fabricators to furnish the gates.)
- Layout of gate locations by others.

20' gate installed with (2) foundations: \$3,650.00 per each location (1)

25' gate installed with (4) foundations: \$5,650.00 per each location (4)

Thank you for the opportunity; Please advise,

Regards,

A handwritten signature in black ink, appearing to read "Anthony Lautizi".

Anthony Lautizi
m: (218) 969-7216
e: tony@bougalisinc.com

RIDE COMMAND+

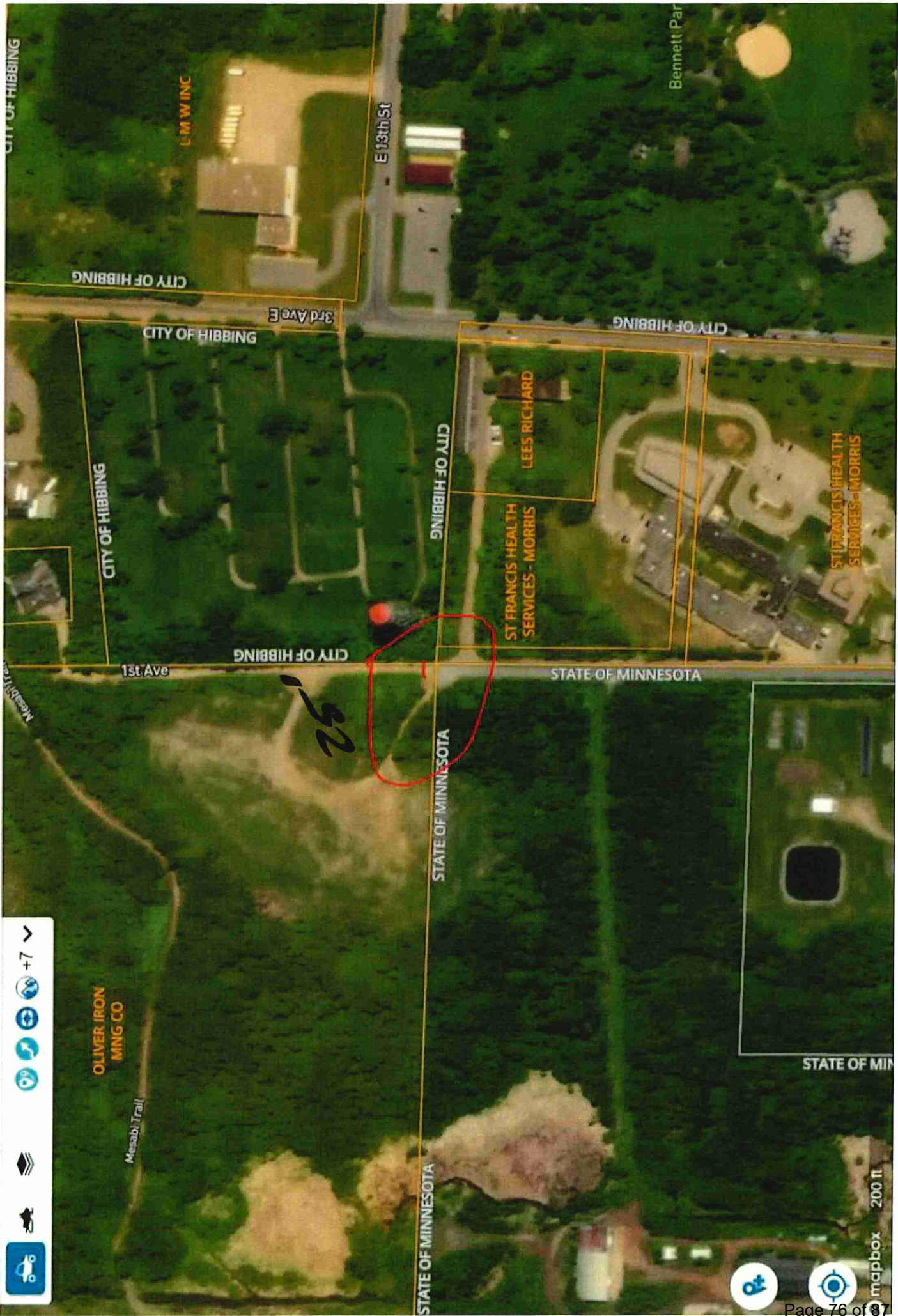
Garage

Community

Rides/Places

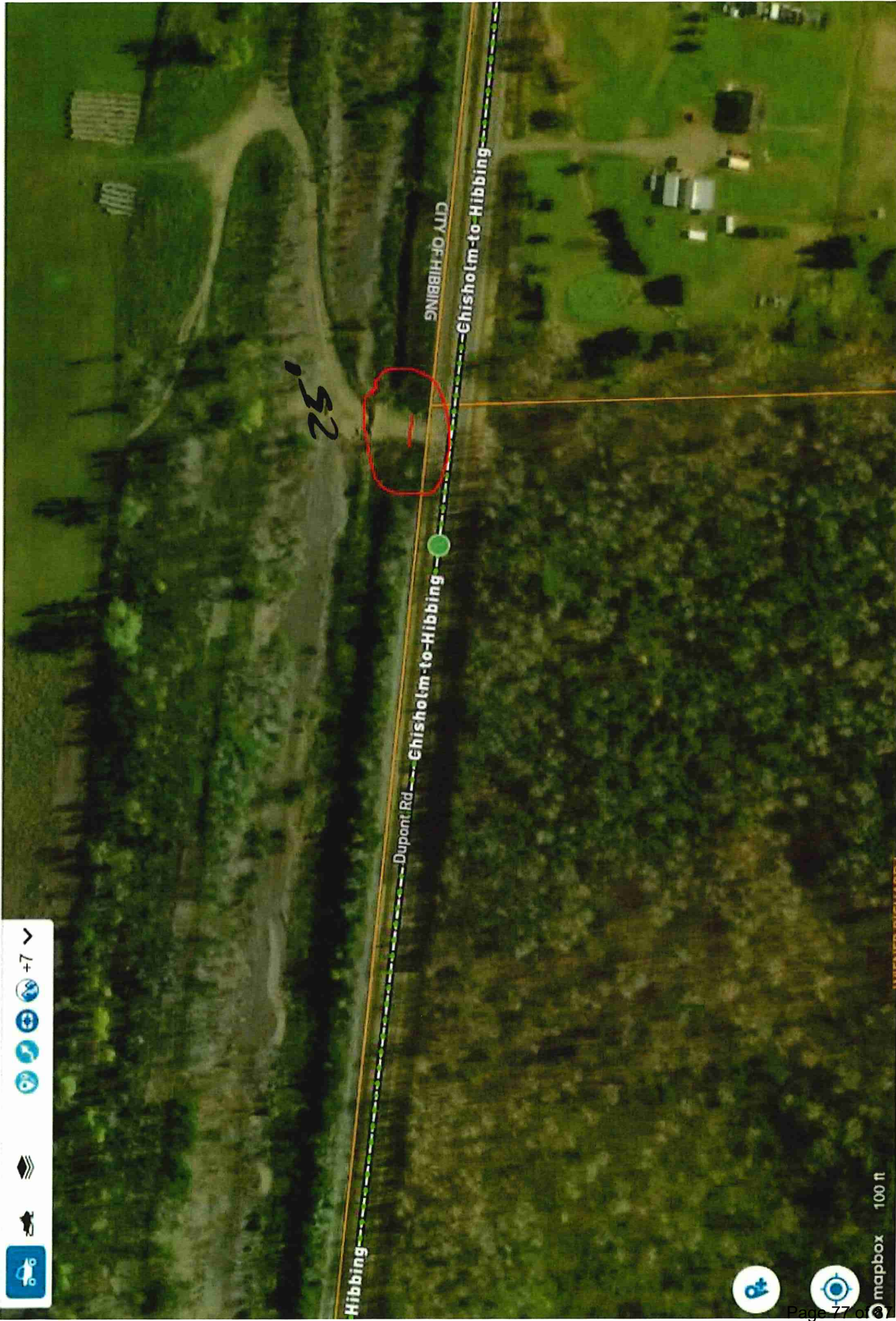
lap

Map navigation controls including a blue location pin icon, a magnifying glass icon, a compass icon, a plus sign icon, and a minus sign icon.

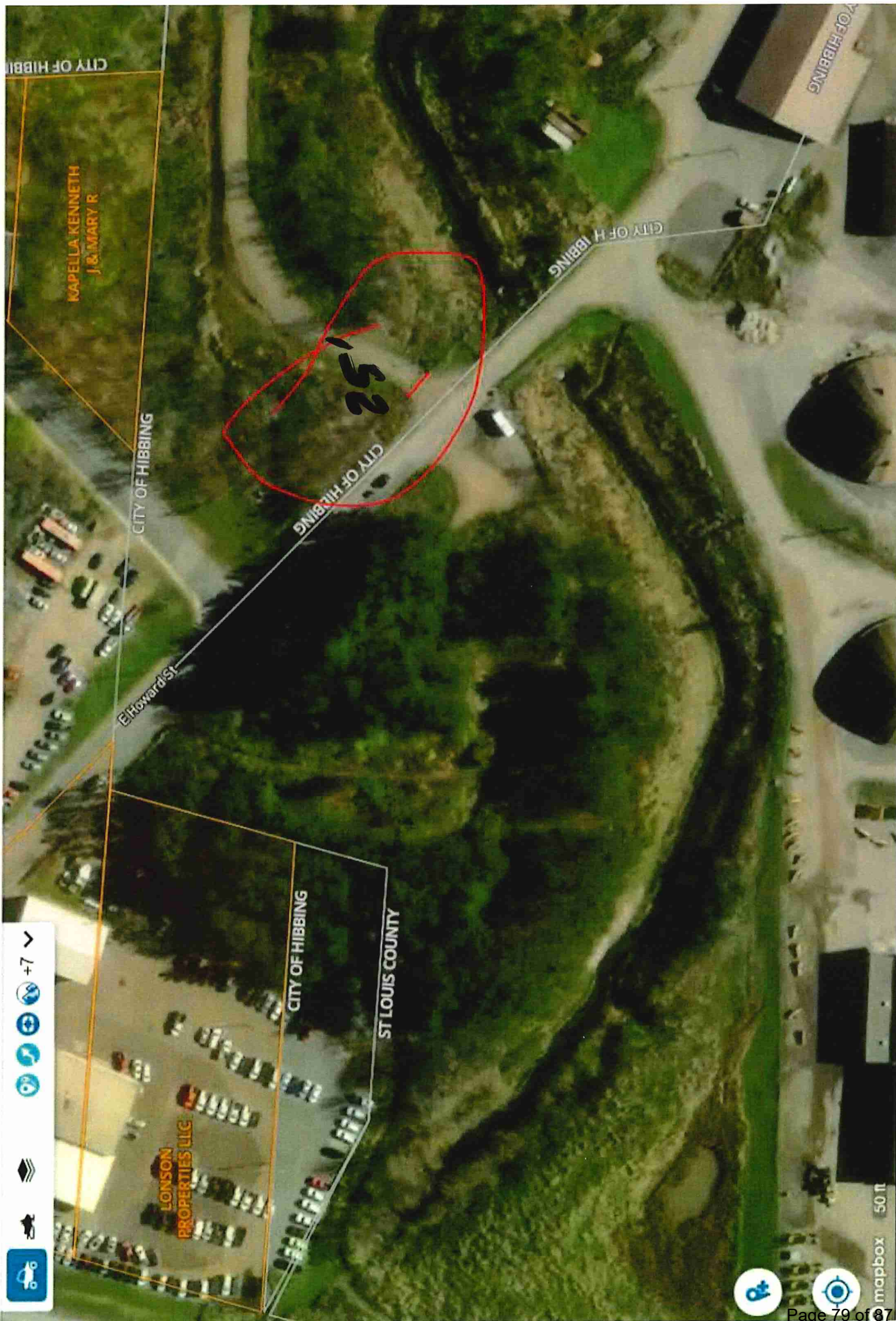


200 ft

mapbox









Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Approve the quote

Description of Agenda Item

Approve the quote from Motorola Solutions in the amount of \$11,775.16 for the purchase of 1 squad radio and 1 portable radio

Strategic Initiative

Owner of Agenda Item

Steve Estey, Chief of Police, 218.929.0776, steveestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Squad Capital

Action Requested

Council Approval

Attachments

1. DOC061125



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Motorola Radios

Strategic Initiative:

Radios

Owner of Agenda Item/Department/email address/Phone:

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Approve the quote from Motorola Solutions in the amount of \$11,775.16 for the purchase of (1) squad radio and (1) portable radio. The quote is state bid

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Squad Capital

Action Requested: Questions, discussion, questions, City Council Action

Council Approval



QUOTE-3137678
APX N50 & APX6500

Billing Address:
HIBBING POLICE DEPT, CITY OF
23RD ST & 5TH AVE E
HIBBING, MN 55746
US

Quote Date:05/21/2025
Expiration Date:06/27/2025
Quote Created By:
Hali Johns
hjohns@dsccommunications.com

End Customer:
HIBBING POLICE DEPT, CITY OF
Jeff Ronchetti
jronchetti@ci.hibbing.mn.us
2182633601

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	PORTABLE RADIO APX N50 7/800 MODEL 2	1		\$3,267.00	\$2,352.24	\$2,352.24
1a	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1		\$1,727.00	\$1,243.44	\$1,243.44
1b	QA08715AA	ADD:BASIC VOICE CONTROL	1		\$100.00	\$72.00	\$72.00
1c	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	1		\$814.00	\$586.08	\$586.08
1d	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1		\$879.00	\$632.88	\$632.88
1e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1		\$6.00	\$4.32	\$4.32
1f	QA08684AA	ALT:2.5" BELT CLIP	1		\$12.87	\$9.27	\$9.27
1g	QA09113AA	ADD: BASELINE RELEASE SW	1		\$0.00	\$0.00	\$0.00
1h	QA08688AA	ADD:SINGLE UNIT PACKAGING	1		\$0.00	\$0.00	\$0.00
1i	QA08853AA	ADD: CPS ENABLEMENT*	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	1	3 YEARS	\$158.40	\$158.40	\$158.40
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	PMPN4820B	CHR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US/NA	1		\$85.71	\$61.71	\$61.71
5	PMMN4128A	PORTABLE RSM RM780, IP68, 3.5MM JACK, EMER, 2 PROG, VOL CTRL, LARGE	1		\$172.80	\$124.42	\$124.42
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
6	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	1		\$3,518.00	\$2,532.96	\$2,532.96
6a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1		\$6.00	\$4.32	\$4.32
6b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	1		\$879.00	\$632.88	\$632.88
6c	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	1		\$1,320.00	\$950.40	\$950.40
6d	G67DT	ADD: REMOTE MOUNT E5 APXM	1		\$327.00	\$235.44	\$235.44
6e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1		\$288.00	\$288.00	\$288.00
6f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1		\$0.00	\$0.00	\$0.00
6g	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	1		\$814.00	\$586.08	\$586.08
6h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1		\$66.00	\$47.52	\$47.52
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1		\$0.00	\$0.00	\$0.00
6j	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1		\$567.00	\$408.24	\$408.24
6k	GA01670AA	ADD: APX E5 CONTROL HEAD	1		\$717.00	\$516.24	\$516.24
6l	W22BA	ADD: STD PALM MICROPHONE APX	1		\$79.00	\$56.88	\$56.88
6m	QA09113AB	ADD: BASELINE RELEASE SW	1		\$0.00	\$0.00	\$0.00
6n	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	1		\$47.00	\$33.84	\$33.84



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
60	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1		\$330.00	\$237.60	\$237.60

Grand Total**\$11,775.16(USD)****Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda

-

Consent Agenda X

Description of Agenda Item:

Walmart Grant

Strategic Initiative:

Safety

Owner of Agenda Item/Department/email address/Phone:

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Accept a grant from Walmart in the amount of \$3,000. The grant will be used towards various officer safety initiatives.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Revenue

Action Requested: Questions, discussion, questions, City Council Action

Council Approval