



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, August 6, 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. ADDs: Consent Agenda item #33, 34, 35, 36, & 37
ADDs: DEPARTMENT AND COMMITTEE REPORTS #2 a & #2b

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of July 16, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of July 16, 2025
3. Approve the Minutes of the Special Hibbing City Council Meeting of July 30, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated July 23, 2025, checks #180557-180639 and drafts totaling \$1,599,483.99
2. Approve Accounts Payable dated July 31, 2025, checks #180640-180707 and drafts in the amount of \$2,071,898.52
3. Approve City Payroll ending July 25, 2025 in the amount of \$702,294.87
4. Authorize the hire of Cody Anderson for the Full-Time Patrol Officer position pending pre-employment contingencies.
5. Authorize the hire of Kayden Palmi for the Full-Time Patrol Officer position pending pre-employment contingencies.
6. Approve the New Recreation Specialist job description.

7. Eliminate one full-time Receptionist Coordinator position.
8. Create and post one full-time Recreation Specialist position.
9. Approve the preliminary site plan and layout of the Light After Loss memorial project at Sergeant Park and allow the group to move into the next phase of design.
10. Approve the Letter of Support for Light After Loss MN's application for a matching IRRR Culture and Tourism Grant for the memorial project at Sergeant Park and authorize the mayor to sign it.
11. Declare one garbage truck, one cement mixer, one forklift, and one container truck surplus.
12. Approve the 2025 Peddler/Transient Merchant Application of Jackie D. Provencher Jr. to do business as Fat Jacks Concessions in Hibbing
License #
13. Authorize the Mayor and City Clerk to sign the the Wellness Program Services Agreement between Wellworks and the City of Hibbing.
14. Authorize the Mayor to sign the Letter of Support for North St. Louis County Habitat for Humanity Funding Request to the Dept. of IRRR
15. Authorize service agreement with BruanIntertec for the next steps in delivering a shovel ready site to the HRA of Hibbing for Cobb Cook Place.
16. Authorize service agreement with BruanIntertec for the next steps in delivering a shovel ready site to the HRA of Hibbing for Missabe Manor.
17. Authorize city council members to attend the City Works Golf Scramble on Aug. 18, 2025, at the Hibbing Municipal Golf Course.
18. Authorize city council members to attend the Hibbing Historical Society's Hibbing's 132nd Birthday Celebration beginning at 6:30 p.m. Aug. 6 at city hall.
19. Approve the Filming/Movie Production Permit Application.
20. Approve the Filming Permit application of Creative Arcade on behalf of Fairview Range to film at Bennett Park between 1 and 8 p.m. Thursday, Aug. 7, for a commercial.
21. Approve the Raffle Permit Application Request of the Blessed Sacrament Church to hold their raffle on Saturday, October 4, 2025 at the Blessed Sacrament Church Socail Hall.
Raffle # 25-08-01
22. Approve the Raffle Permit Application Request of the Hibbing College Foundation to hold their raffle at Mesabi North College, Hibbing on Friday, December 19, 2025
Raffle Permit # 25-08-02
23. Approve the Raffle Permit Application of the Hibbing Chisholm Soccer Club to hold

their raffle on Friday, October 3, 2025 at the Cheever Field.
Raffle Permit # 25-08-03

24. Approve the application to conduct off-site gambling of American Legion Post 452 on Saturday, October 3, 2025 at the Hibbing National Guard Armory
Raffle Permit # 25-08-04
25. Approve the Temporary On-Sale Liquor License of Keewatin American Legion Post #452 to dispense alcohol at the National Guard Armory on Friday, October 3, 2025
26. Approve the Raffle Permit Application Request of Hibbing Chisholm Ducks Unlimited to hold their raffle on Wednesday, October 8, 2025 at Boomtown Catering
Raffle Permit # 25-08-05
27. Authorize the Hibbing City Council to attend the Grand Opening Ceremony of the new Lincoln Inclusive Playground on Friday, August 8, 2025 at 12:00 p.m. at the Lincoln Middle School, 1114 East 23rd Street
28. Offer resolution 25-08-01 supporting City staff to apply for Regional Park Designation with Greater Minnesota Regional Parks and Trails Commission for Carey Lake Recreation Area.
29. Offer resolution 25-08-02 authorizing Light After Loss MN to apply for IRRR Culture and Tourism Grant for the memorial project at Sergeant Park and allow the City of Hibbing to act as the fiscal agent for the project and accept the grant funding if awarded.
30. Offer Resolution No. 25-08-03 accepting funds from Jon Rohloff Insurance Agency for National Night Out
31. Offer RESOLUTION NO. 25-08-04 IN SUPPORT OF THE KEEWATIN AMERICAN LEGION POST 452 TO CONDUCT CHARITABLE GAMBLING AT PALMER'S OF HIBBING, 1717 3RD AVE EAST
32. Offer Resolution No. 25-08-05 accepting the grant award from Grand Rapids Area Community Foundation, from MDI Success at Work NonEndowed Fund, in the amount of \$500 to be used for the Camp Hurrah recreation program.
33. Authorize the hire of Kali Jukich for Temporary Animal Care Attendant pending pre-employment contingencies.
34. Authorize the hire of Kamari Jones for Temporary Animal Care Attendant pending pre-employment contingencies.
35. Approve the Special Event Permit Application of Mines and Pines to host Mines and Pines Revisited on Friday and Saturday, August 15-16, 2025 in Bennett Park
36. Approve the Transient Merchant License of Building Men and Women for a Change to sell apparel at the HRA property on Saturday, August 9, 2025 on the HRA properties, 3115 7th Avenue East

37. Approve the Special Event Permit Application of Building Men and Women for a Change to hold their event on the HRA Property at 3115 7th Avenue East
38. Set the next Hibbing City Council Meeting for Wednesday, August 20, 2025 at 5:00 p.m. in the Hibbing City Hall Council Chamber
39. Set the next Hibbing City Council Workshop Meeting for Wednesday, August 20, 2025 following the Regular Meeting at 5:00 p.m. in the Hibbing City Hall Council Chamber

VII. PRESENTATIONS:

1. 2026 Budget Presentation - Hibbing HRA (Jacqueline Prescott, Executive Director)
2. 2026 Budget Presentation - Range Regional Airport (Barrett Ziemer, Executive Director)

VIII. PUBLIC FORUM:

IX. DEPARTMENT AND COMMITTEE REPORTS:

1. City Administrator Greg Pruszinske

- a. Approve the proposal from Miriam Kero Consulting to write a Federal EDA grant for disaster relief in the City of Hibbing IN THE AMOUNT OF \$19,312.50

2. City Attorney Andy Borland:

- a. Offer RESOLUTION 25-08-06 ORDERING THE REMOVAL OF A HAZARDOUS CONDITION LOCATED AT LOTS 7 AND 8, BLOCK 3 STATE 2ND ADDITION TO KELLY LAKE HIBBING
- b. City Attorney's Report

X. BIDS AND QUOTES:

1. City Administrator Greg Pruszinske

- a. Approve the Storm Sewer replacement on 22nd St between 12th Avenue and Brooklyn Drive to Bougalis Inc. in the amount of \$44,000

2. City Services Director Nick Arola

- a. Approve the quote from Barnum Gate Services, Inc for purchase and installation of a new gate at the Mine View entrance in the amount of \$37,685.00 (Any add-ons are not included in this price) The quote comes with a 1-year cellular subscription to access cloud-based PAL Software. After the first year, there will be an annual fee of \$300
- b. Approve the contract for exhibition services of the Science Museum of Minnesota for the construction and installation of the Mine View exhibition

space in the amount of \$250,000

- c. Approve quote from Range Cornice and Roofing for the new roof on the county mechanics shop in the amount of \$97,717.00.

XI. ADJOURNMENT:

PACKET: 03917 Regular Payments 07/23/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'DONNA BURROW'; I-DONNA BURROW 7/25	'REFUND'	R	7/23/2025		249.49CR	180557	249.49
005584	4 RIVERS AUTO GLASS LLP I-4746	DW 1767 GBY/URETHANE KIT	R	7/23/2025		402.66CR	180558	402.66
005284	ADS ON BOARDS I-1488	COMPLETE BOARD CLEANING & SEAL	R	7/23/2025		750.00CR	180559	750.00
000658	AIRGAS USA, LLC I-9500914307	ARGON/OXYGEN	R	7/23/2025		3,036.65CR	180560	3,036.65
002439	ANOKA RAMSEY COMMUNITY COLLEGE I-CI000009192	DEC 24 TACTICAL EMERG CARE TRN	R	7/23/2025		9,250.00CR	180561	9,250.00
005258	ARROW AUTO GLASS & SUPPLY I-07/22/25	ARROW AUTO IRRRB GRANT	R	7/23/2025		14,784.18CR	180562	14,784.18
000202	ARROWHEAD LIBRARY SYSTEM I-00015317	JUNE 25 OVERDUE NOTICES	R	7/23/2025		12.64CR	180563	12.64
005605	ASCENDANCE TRUCKS CENTRAL, LLC I-XA178004810:01 I-XA178004853:01 I-XA178004857:01 I-XA178004860:01 I-XA178004991:01	MARKER LIGHT CAB LED BRAKE CONTR VALVE/CLAMP/V BAND DIAPHRAGM/BRAKE CHAMBER DIAPHRAGM/ BRAKE CHAMBER SOLENOID AIR VALVE	R R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025		127.80CR 422.34CR 55.98CR 55.98CR 115.22CR	180564 180564 180564 180564 180564	777.32
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS I-AUG 25 41000	ACT 1001651141000 AUG 25	R	7/23/2025		22,101.00CR	180565	22,101.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS I-AUG 25 80000	ACT 1006210280000 AUG 25	R	7/23/2025		209.00CR	180566	209.00
002495	BOUND TREE MEDICAL I-85839515	CURAPLEX NEBULIZER	R	7/23/2025		187.60CR	180567	187.60
000136	BRAUN INTERTEC CORP I-B435089	23RD ST RECONSTR PROF SVCS	R	7/23/2025		3,774.25CR	180568	3,774.25
000319	BW DISTRIBUTING I-47890 I-47929 I-47967	B/WP/HANDI SHOP SOLVE 5 GAL BIG E	R R R	7/23/2025 7/23/2025 7/23/2025		63.98CR 49.99CR 289.99CR	180569 180569 180569	403.96

7-23-25
Carol Waselek ck#s 180557-180639

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**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000046	CARQUEST AUTO PARTS							
	C-5077-210905	BATTERY GOLD/CORE RTN/210834	R	7/23/2025		22.00	180570	
	C-5077-210967	FUEL/RETURN/210964	R	7/23/2025		9.25	180570	
	I-5077-210891	WASHER FLUID	R	7/23/2025		7.98CR	180570	
	I-5077-210902	OIL & AIR FILTERS	R	7/23/2025		26.93CR	180570	
	I-5077-210903	HYD HOSE/12GS/HYD FITTING	R	7/23/2025		118.59CR	180570	
	I-5077-210906	OIL	R	7/23/2025		41.34CR	180570	
	I-5077-210919	4WD ACTUATOR	R	7/23/2025		89.68CR	180570	
	I-5077-210926	24 SERVICE CHAMBER	R	7/23/2025		56.29CR	180570	
	I-5077-210931	FUEL	R	7/23/2025		11.78CR	180570	
	I-5077-210962	AIR FILTERS/AIR	R	7/23/2025		93.84CR	180570	
	I-5077-210964	FUEL FILTER/FUEL	R	7/23/2025		11.71CR	180570	
	I-5077-210990	AIR	R	7/23/2025		72.08CR	180570	
	I-5077-210991	AIR FILTER/CABIN AIR	R	7/23/2025		94.63CR	180570	
	I-5077-210992	OIL/FILTER	R	7/23/2025		59.34CR	180570	
	I-5077-210994	AIR FILTER	R	7/23/2025		27.52CR	180570	
	I-5077-211031	OIL & FILTER	R	7/23/2025		35.92CR	180570	
	I-5077-211034	WINDOW REGULATOR/CRANK HDL	R	7/23/2025		86.33CR	180570	
	I-5077-211048	STT LAMPS	R	7/23/2025		123.29CR	180570	
	I-5077-211075	FUEL/OIL FILTER	R	7/23/2025		76.59CR	180570	
	I-5077-211104	ADD A CIRCUIT MINI	R	7/23/2025		71.75CR	180570	
	I-5077-211112	ALTERNATOR	R	7/23/2025		299.98CR	180570	
	I-5077-211116	BTRY-PLATINUM AGM	R	7/23/2025		238.08CR	180570	
	I-5077-211123	BATTERIES-GOLD	R	7/23/2025		350.64CR	180570	
	I-5077-211136	LUBE SPIN ON/FUEL/WATER	R	7/23/2025		140.03CR	180570	
	I-5077-211150	LUB/ROTELLA	R	7/23/2025		26.99CR	180570	2,130.06
003604	CENTURY LINK							
	I-6315 JULY 25	ACT 218-263-6315 JULY 25	R	7/23/2025		155.85CR	180571	155.85
000025	COMMERCIAL REFRIG SYSTEMS							
	I-10000355	PUMPED DOWN/CLOSED VALVES	R	7/23/2025		631.25CR	180572	631.25
002755	COMO OIL & PROPANE							
	I-1518169147	177.00 PROPANE	R	7/23/2025		286.99CR	180573	286.99
005076	COMPUDYNE, INC. (LEASE)							
	I-39693785	AUGUST 25 CONS ACCT	R	7/23/2025		2,089.67CR	180574	2,089.67
005211	CTC							
	I-21613946	INTERNET/PHONES 7/12-8/11/25	R	7/23/2025		5,225.53CR	180575	5,225.53

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003937	CULLIGAN OF NORTHEAST MN-VIRGINIA I-425X02198303	BOTTLED WATER DELIVERED	R	7/23/2025		58.60CR	180576	58.60
002939	CUMMINS SALES AND SERVICE I-E6-250655715	GENERATOR CONTROL BOARD	R	7/23/2025		2,011.83CR	180577	2,011.83
002706	DOMINOS PIZZA I-07/18/25	PIZZAS	R	7/23/2025		103.02CR	180578	103.02
005532	EMS MANAGEMENT & CONSULTANTS, INC I-EMS-017082	JUNE 25 EMS FEE	R	7/23/2025		6,280.28CR	180579	6,280.28
000033	FENA ADVERTISING I-1AM101PR I-K1059COH	9' FEATHER FLAG KIT FABRIC BLVD BANNER	R R	7/23/2025 7/23/2025		379.55CR 4,674.63CR	180580 180580	5,054.18
005024	FISHER & PAYKEL HEALTHCARE INC I-93538633	FULL FACE MASKS	R	7/23/2025		464.92CR	180581	464.92
005697	HALLBERG ENGINEERING, INC. I-37418	PROF SVCS/6/30/25	R	7/23/2025		1,300.00CR	180582	1,300.00
005733	HOISINGTON KOEGLER GROUP INC. DBA HKGI I-025-009-4	HBG COMPR PLAN JUNE 2025	R	7/23/2025		527.50CR	180583	527.50
000488	IMPERIALDADE (FRMLY DALCO) I-4398642 I-4401401	CONCRETE SEALER/SURFACE PREP WYPALL WIPES	R R	7/23/2025 7/23/2025		918.59CR 147.52CR	180584 180584	1,066.11
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN4796631 I-IN4880926 I-IN4882893	THERMAL RECEIPT/ROLL JUMBO CLIPS/TAPE DESK PAD	R R R	7/23/2025 7/23/2025 7/23/2025		219.76CR 9.54CR 48.85CR	180585 180585 180585	278.15
000286	IRON RANGE PLUMBING & HEATING I-7352 I-7389 I-7463 I-7477	CAPACITOR/FAN MOTOR FILTERS/LIBR AIR EX/COILS/FAN MOTOR/FAUCET AUDITORIUM A/C/LIBR	R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025		865.92CR 2,557.75CR 8,396.52CR 166.65CR	180586 180586 180586 180586	11,986.84
001473	IRON RANGE TIRE SERVICE I-36051 I-36142 I-36154 I-36194	6PLY HOLE-N-1 KENDA RIGHT REAR TPMS SENSOR 11R22.5 G G DYR G622 RSD FLAT REPAIR 11R24.5	R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025		110.25CR 85.50CR 1,861.32CR 71.50CR	180587 180587 180587 180587	2,128.57

BANK : APBNK US BANK

1,733.83

VENDOR SET: 01
BANK : APBNK US BANK
**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000893	LAKE COUNTRY POWER							
	I-0900 JULY 25	ACT 2330900 JULY 25	R	7/23/2025		12.00CR	180594	
	I-1000 JULY 25	ACT 2331000 JULY 25	R	7/23/2025		249.00CR	180594	
	I-1900 JULY 25	ACT 4081900 JULY 25	R	7/23/2025		57.00CR	180594	
	I-3600 JULY 25	ACT 8704803600 JULY 25	R	7/23/2025		12.00CR	180594	
	I-5101 JULY 25	ACT 141665101 JULY 25	R	7/23/2025		64.00CR	180594	
	I-5201 JULY 25	ACT 143315201 JULY 25	R	7/23/2025		50.28CR	180594	
	I-7900 JULY 25	ACT 2207900 JULY 25	R	7/23/2025		17,526.00CR	180594	17,970.28
000166	LAWSON PRODUCTS INC							
	I-9312619346	ALUM SLEEVE/HEX WASH/MINI FUSE	R	7/23/2025		574.70CR	180595	
	I-9312622652	DH FLOW BOLT	R	7/23/2025		110.45CR	180595	685.15
005445	LIFE-ASSIST, INC							
	I-1599304	ENDOTRACHEAL TUBE	R	7/23/2025		67.80CR	180596	67.80
000246	MACQUEEN EQUIPMENT INC							
	I-W16931	WHEELS/GEAR UNITS/SCREWS	R	7/23/2025		3,842.01CR	180597	3,842.01
005748	MATTHEW HINTZ PHOTOGRAPHY							
	I-2025-0716	FIRST AVE MILE PHOTOGRAPHY	R	7/23/2025		300.00CR	180598	300.00
002867	MEDIACOM LLC							
	I-3244 JULY 25	ACT 8384923250093244 JULY 25	R	7/23/2025		368.82CR	180599	368.82
003521	MEDICAREBLUE RX							
	I-AUGUST 2025	AUGUST 2025 BILLING	R	7/23/2025		30,291.70CR	180600	30,291.70
000339	METRO SALES INC							
	I-INV2823711	IMC2000 LIBRARY COPIER JUNE 25	R	7/23/2025		140.52CR	180601	
	I-INV2837526	IMC4500 FINANCE COPIER JUNE25	R	7/23/2025		342.91CR	180601	
	I-INV2837532	IMC2510 ENGINEERS JUNE 25	R	7/23/2025		142.45CR	180601	625.88
003847	MICROMARKETING LLC							
	I-984574	LPTP'S & LPHC'S	R	7/23/2025		302.08CR	180602	
	I-984855	CD CASES/UNCD'S	R	7/23/2025		192.86CR	180602	494.94
000492	MIDWEST TAPE							
	I-507377232	DVD'S	R	7/23/2025		68.78CR	180603	68.78
000398	MIKES HEATING & SHEETMTL							
	I-6691MHS	EXHAUST DUCTS/FITTINGS/WWTP	R	7/23/2025		6,785.00CR	180604	6,785.00

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005169	MLAKER MONUMENT COMPANY I-ENGR APRIL 25	ENGRAVINGS APRIL 2025	R	7/23/2025		2,325.00CR	180605	2,325.00
003366	MN DEPT OF LABOR AND INDUSTRY I-ALR017574X	2025 ELEVATOR ANN OPS/MB	R	7/23/2025		100.00CR	180606	100.00
003173	MN FIRE SERVICE CERTIFICATION BOARD I-14377	RETEST FEE/FAO AERIAL/S VOSS	R	7/23/2025		75.00CR	180607	75.00
000253	MN HOIST INSPECTION INC I-3009	SD AUTOMOTIVE LIFT INSP/PW&PKS	R	7/23/2025		599.17CR	180608	599.17
002226	MN PUBLIC FACILITIES AUTHORITY I-2025 PFA P&I PMT I-2025 PFA P&I PMT#2	2025 PFA P&I PMT 2025 PFA P&I PMT #2	R R	7/23/2025 7/23/2025		112,750.40CR 277,649.77CR	180609 180609	390,400.17
000570	MTI DISTRIBUTING I-1480312-00 I-1480312-01 I-1484160-00	SIDE MIRRORS/CANOPY SIDE MIRRORS DEFLECTOR-RUBBER	R R R	7/23/2025 7/23/2025 7/23/2025		582.73CR 263.94CR 149.57CR	180610 180610 180610	996.24
002710	NAPA SUPPLY OF HIBBING I-503754	SOLENOID/TRANSMISSION FILTERS	R	7/23/2025		890.40CR	180611	890.40
000414	NTS I-INV5066	FIELD/LAB PROJ PROF SVCS	R	7/23/2025		2,682.35CR	180612	2,682.35
002935	O'REILLY AUTO PARTS I-1824-197155 I-1824-197485 I-1824-198374 I-1824-198377	POLISH/TIRE FOAM TOON ALL MTL RADIATOR CAP AIR FILTER	R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025		52.96CR 25.98CR 4.61CR 24.33CR	180613 180613 180613 180613	107.88
005680	PERKINS & WILL, INC. I-0426505	HBG REDEV PROF SVCS 6/30/25	R	7/23/2025		14,664.23CR	180614	14,664.23
000491	PORTABLE JOHN SERVICES INC (FORMERLY CARPENTER) I-35440 I-37287 I-38084 I-38284 I-38285 I-38286 I-38287 I-38288 I-38289 I-38290 I-38291 I-38292 I-38293 I-38294 I-38295	JUBILEE/STRT DAN. 7/11-7/12/25 1ST AVE MILE 7/11/25 CAREY LK/DUPONT 6/23-7/20/25 MINEVIEW ADDN'L 6/23-7/20/25 MINEVIEW 6/23-7/20/25 BENNETT PK1 6/23-7/20/25 MIRACLE FIELD 6/23-7/20/25 BENNETT PK 2 6/23-7/20/25 PICKLEBALL CT 6/23-7/20/25 AL NYBERG FLD 6/23-7/20/25 VIC PWR SOFTBALL 6/23-7/20/25 MIRACLE FIELD ADDN'L 6/23-7/20 WOODLAND PARK 6/23-7/20/25 DOG PARK 6/23-7/20/25 MUNI GC 6/23-7/20/25	R R R R R R R R R R R R R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025		1,111.00CR 128.00CR 478.00CR 164.00CR 164.00CR 64.00CR 100.00CR 64.00CR 64.00CR 228.00CR 100.00CR 64.00CR 64.00CR 128.00CR	180615 180615 180615 180615 180615 180615 180615 180615 180615 180615 180615 180615 180615 180615 180615	

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000206	I-38296	VIC PWR COMPLEX 6/23-7/20/25	R	7/23/2025		292.00CR	180615	
	I-38297	RECYCLE CTR 6/23-7/20/25	R	7/23/2025		64.00CR	180615	
	I-38298	CEMETERY 6/23-7/20/25	R	7/23/2025		128.00CR	180615	3,469.00
000206	PUBLIC UTILITIES COMM							
	I-6/1/25-6/30/25	6/1/25-6/30/25 UTILITIES PMT	R	7/23/2025		50,997.20CR	180616	50,997.20
003949	QUADIENT LEASING USA, INC. (MAIL FINANCE -NEOPOST)							
	I-Q1934470	LEASE PMT 8/9/25-11/8/25	R	7/23/2025		586.80CR	180617	586.80
000559	QUILL CORPORATION							
	I-44731757	TAPE/IBUPROFEN/DECONGESTANT	R	7/23/2025		123.25CR	180618	123.25
000499	R&R PRODUCTS, INC							
	I-CD3051191	CARSON LID	R	7/23/2025		89.85CR	180619	89.85
000077	RADKO IRON & SUPPLY INC							
	I-24947/1	SAFETY VESTS/HARD HAT	R	7/23/2025		139.94CR	180620	139.94
000377	RANGE CORNICE & ROOFING							
	I-07/22/25	HEDA DEFER LOAN/HOWARD CT#1	R	7/23/2025		61,429.20CR	180621	61,429.20
000102	RANGE GLASS INC							
	I-3065	REMOVE & REPL 1 VINYL DH WDO	R	7/23/2025		1,763.00CR	180622	1,763.00
003376	RANGE SPORTS							
	I-YZBW2CQMADYM127	T-SHIRTS & HOODIES & JACKETS	R	7/23/2025		7,548.00CR	180623	7,548.00
002567	RDO EQUIPMENT CO							
	I-P4618549	LAMPS	R	7/23/2025		210.10CR	180624	210.10
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D076346	INFLUENT & EFFLUENT 6/25/25	R	7/23/2025		148.18CR	180625	
	I-D076682	INFLUENT & EFFLUENT 7/1/25	R	7/23/2025		118.09CR	180625	
	I-D076691	INFLUENT & EFFLUENT 7/1/25	R	7/23/2025		118.09CR	180625	
	I-D076739	INFLUENT & EFFLUENT 7/2/25	R	7/23/2025		118.09CR	180625	502.45
003452	RSF INDUSTRIES (RANGE STEEL FABRICATORS)							
	I-4703	ELECTRONIC PANEL COVERS	R	7/23/2025		355.00CR	180626	355.00
005017	SBS BLACKTOP SERVICE, INC.							
	I-866	PATCHING 7TH & 24TH/INTERSECT	R	7/23/2025		2,691.00CR	180627	2,691.00

PACKET: 03917 Regular Payments 07/23/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001304	SEPPI BROS I-35950-2	4.0 3A32 3/4 EXT	R	7/23/2025		734.60CR	180628	734.60
001405	SHAIN & SONS I-72382 I-72384	12YDS BLACK DIRT 7,142 YDS/CLASS 5	R R	7/23/2025 7/23/2025		396.00CR 92,857.00CR	180629 180629	734.60 93,253.00
004131	SHRED-N-GO, INC. I-184952	SHRED SVCS THRU 6/30/25	R	7/23/2025		83.93CR	180630	83.93
003119	ST LOUIS COUNTY AUDITOR I-EL-00002234	MODEL 200 MACH/FIRM/OMNIBAL	R	7/23/2025		4,035.00CR	180631	4,035.00
003003	ST LOUIS COUNTY PUBLIC WORKS HIBBING I-300381	JUNE 2025 FUEL	R	7/23/2025		27,337.38CR	180632	27,337.38
000462	SULLIVAN CANDY AND SUPPLY I-1132A	POPS/FRUIT CHEWS/PARADE	R	7/23/2025		1,226.75CR	180633	1,226.75
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00189890 I-00191569 I-00193506 I-00465109 I-00465758 I-00471967 I-00472746	SODA/CLEMENTINES/COOKIES NATCRYSTAL/COFFEE/VEGGIE BOWL NATCRYSTAL/OREO/CLEMENTINES BAKERY/DONUTS BAKERY/DONUTS DONUTS/HILLS BROS COFFEE BAKERY/DONUTS	R R R R R R R	7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025 7/23/2025		55.23CR 73.98CR 37.74CR 28.88CR 28.88CR 44.83CR 28.88CR	180634 180634 180634 180634 180634 180634 180634	298.42
003130	TONER PLANET PACK N SHIP I-387694	UPS GROUND/MCQUEEN/ST PAUL MN	R	7/23/2025		45.12CR	180635	45.12
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW I-2189811/JULY25	EMPL SCRIN/PW	R	7/23/2025		73.00CR	180636	73.00
003443	USDA/ANIMAL & PLANT HEALTH INSPECTION SVC I-3005398001	BEAVER CONTR/PROF SVCS 5/31/25	R	7/23/2025		328.47CR	180637	328.47
005713	WSB LLC I-R-027955-000-6	DAYCARE/ROW/PROF SVCS 6/30/25	R	7/23/2025		334.25CR	180638	334.25
005317	ZUBICH, ERICA I-MINEVIEW 6/25	MINEVIEW PROF SVCS 6/30/25	R	7/23/2025		390.00CR	180639	390.00

7/23/2025 1:35 PM
PACKET: 03917 Regular Payments 07/23/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
* * *	T O T A L S	* * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED		
	REGULAR CHECKS:		83	0.00	1,376,131.88	1,376,131.88		
	HANDWRITTEN CHECKS:		0	0.00	0.00	0.00		
	PRE-WRITE CHECKS:		0	0.00	0.00	0.00		
	DRAFTS:		0	0.00	0.00	0.00		
	VOID CHECKS:		0	0.00	0.00	0.00		
	NON CHECKS:		0	0.00	0.00	0.00		
	CORRECTIONS:		0	0.00	0.00	0.00		
	REGISTER TOTALS:		83	0.00	1,376,131.88	1,376,131.88		

7/23/2025 1:35 PM A / P CHECK REGISTER
PACKET: 03917 Regular Payments 07/23/25
VENDOR SET: 01 ***** CHECK LISTING *****
BANK : APBNK US BANK

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
180565	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-AUG 25 41000
180566	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-AUG 25 80000
180631	01-003119	ST LOUIS COUNTY AUDITOR	8	CHECK DATE < PAY DATE	TRAN NO#: I-EL-00002234
180600	01-003521	MEDICAREBLUE RX	5	CHECK DATE < PAY DATE	TRAN NO#: I-AUGUST 2025
TOTAL ERRORS: 0			TOTAL WARNINGS: 4		

7/23/2025 1:35 PM
PACKET: 03917 Regular Payments 07/23/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND	PERIOD	AMOUNT						
101	7/2025	290,104.72CR						
211	7/2025	10,495.51CR						
255	7/2025	334.25CR						
400	7/2025	4,372.35CR						
402	7/2025	3,774.25CR						
405	7/2025	14,664.23CR						
422	7/2025	61,429.20CR						
602	7/2025	432,257.90CR						
603	7/2025	12,203.41CR						
610	7/2025	543,743.52CR						
612	7/2025	2,752.54CR						
ALL		1,376,131.88CR						

7/23/2025 2:09 PM
PACKET: 03918 Regular Payments 07/23/25
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
000726	US BANK FARGO I-06/25/25	LANDFILL TIP FEES 5/26-6/25/25	D	7/23/2025		57,783.90CR	001723	57,783.90
005708	AMERIHEALTH ADMINISTRATORS I-7010205298	MEDICAL CLAIMS PAID 7/14/25	D	7/23/2025		64,224.50CR	001724	64,224.50
005708	AMERIHEALTH ADMINISTRATORS I-7010206498	VEEA/PPO RX CLMS/MEDICAL	D	7/23/2025		101,343.71CR	001725	101,343.71

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	223,352.11	223,352.11
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	223,352.11	223,352.11

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

7-23-25 Carol Waselk drafts

7/23/2025 2:09 PM
PACKET: 03918 Regular Payments 07/23/25
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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*** POSTING PERIOD RECAP ***

FUND	PERIOD	AMOUNT
603	7/2025	57,783.90CR
805	7/2025	165,568.21CR
ALL		223,352.11CR

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'GUARDIAN FLIGHT'; I-GUARDIAN FLIGHT	'','REFUND'	R	7/31/2025		250.00CR	180640	250.00
1	'TYLER CHRYSLER'; I-T CHRYSLER 7/25	'','PERMIT'	R	7/31/2025		450.00CR	180641	450.00
005366	ADVANCED MACHINE GUARDING SOLUTIONS I-2388	AMGS EQUIPMENT WK CAPITAL	R	7/31/2025		300,000.00CR	180642	300,000.00
005601	AIM ELECTRONICS, INC. I-46002	60% DOWN PMT/MB VIDEO BOARD	R	7/31/2025		197,956.20CR	180643	197,956.20
005533	AMERICAN EAGLE SECURITY SYSTEMS, INC. I-26326 I-26365	DOOR CONTR SYSTEM/MINEVIEW WEB SVCS/SECURITY/FIRE/AMGS BL	R R	7/31/2025 7/31/2025		3,145.00CR 25,089.40CR	180644 180644	28,234.40
005605	ASCENDANCE TRUCKS CENTRAL, LLC I-RA178001233:01 I-RA178001261:01 I-XA178005011:01	BRAKE SYSTEM/SENSOR/TAPE VALVE/MODULATOR/COMPUTER FEE SOLENOID AIR VALVE	R R R	7/31/2025 7/31/2025 7/31/2025		883.21CR 953.31CR 170.60CR	180645 180645 180645	2,007.12
003422	BARONS PHARMACY MESABA I-00851500	CONTOUR NEXT 70 CT OTC	R	7/31/2025		150.00CR	180646	150.00
004037	BOUGALIS INC. I-PAY APP #1 2025	PAY APP #1 2025 SIDEWALKS	R	7/31/2025		70,205.71CR	180647	70,205.71
002495	BOUND TREE MEDICAL I-85739411 I-85782631 I-85846340 I-85854302 I-85854303	HALO COMBO/MED MASK/SUC CUPS INFUSER/GLOVES BAG DISP/COLLARS/GLOVES/CURAPL STETHOSCOPES/IV BAGS ADRENALIN/EPINEPHRINE/NIY LING	R R R R R	7/31/2025 7/31/2025 7/31/2025 7/31/2025 7/31/2025		371.94CR 2,013.10CR 1,201.19CR 431.91CR 1,830.26CR	180648 180648 180648 180648 180648	5,848.40
000046	CARQUEST AUTO PARTS I-5077-211160 I-5077-211168 I-5077-211205 I-5077-211218 I-5077-211281 I-5077-211311 I-5077-211319	FUEL SPIN ON LUB/ROTT4TR 15W40 IRIDIUM FINE WIRE/IGNITION COI FUS/ADD A CIRCUIT MINI 12G 12FFORX/HOSE BRAKE DRUM 25 WASHER FLUID	R R R R R R R	7/31/2025 7/31/2025 7/31/2025 7/31/2025 7/31/2025 7/31/2025 7/31/2025		67.72CR 341.82CR 870.11CR 133.25CR 145.54CR 379.66CR 23.94CR	180649 180649 180649 180649 180649 180649 180649	1,962.04

ck#2 180640-180707
Carol Wasek

7/31/25

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005076	COMPU DYNE, INC. (LEASE)							
	I-39693784	AUG 25 ZBOOK MOBILE/FD	R	7/31/2025		249.95CR	180650	
	I-39713758	AUG 25 PROD400 G7 LEASE/LIBR	R	7/31/2025		1,108.80CR	180650	
	I-39713759	AUG 25 T BOOKS/AMB	R	7/31/2025		725.59CR	180650	2,084.34
003611	CONSOLIDATED COMMUNICATIONS (EMR HICKORY TECH)							
	I-5070521052/0 JUL25 ACT 507-052-1052/0 JULY 25		R	7/31/2025		9.96CR	180651	9.96
005646	DULUTH TIMING AND EVENTS							
	I-07/14/25	2025 1ST AVENUE MILE/TIMING	R	7/31/2025		1,105.00CR	180652	1,105.00
003728	DYNAMIC GARAGE DOOR & ACCESS SYSTEMS, LLC							
	I-47679	SLIPPING BELT/STICKING REMOTE	R	7/31/2025		322.40CR	180653	322.40
000844	EDWARDS OIL							
	I-IN781815	232.10 GAL PREM OCT UNLEADED	R	7/31/2025		822.63CR	180654	
	I-IN781817	400 GAL #2 BIO DYED FUEL	R	7/31/2025		1,299.80CR	180654	2,122.43
004032	EMPIRE INVESTIGATION PROTECTIVE SVCS INC							
	I-1336	BACKGROUND INVESTIGATION	R	7/31/2025		958.75CR	180655	958.75
000848	EXCEL BUSINESS SYSTEMS							
	I-79842	PD CLICKS/LEASE JULY 25	R	7/31/2025		293.54CR	180656	
	I-79843	ADM/3RD FLR CLKs/LEASE JULY25	R	7/31/2025		384.32CR	180656	
	I-79844	BLDG & HSG CLKs/LEASE JULY 25	R	7/31/2025		154.85CR	180656	
	I-79845	MEM BLDG CLKs/LEASE JULY 25	R	7/31/2025		224.92CR	180656	
	I-79846	LIBR CLKs/LEASE JULY 25	R	7/31/2025		348.84CR	180656	
	I-79847	FD CLKs/LEASE JULY 25	R	7/31/2025		102.25CR	180656	1,508.72
000344	EXPRESS PRINT I LTD							
	I-70444COH	BLDG/SEWER/MECH PERMITS	R	7/31/2025		537.64CR	180657	
	I-70479HFD	EMS PATIENT HOSPITAL FORMS	R	7/31/2025		227.70CR	180657	765.34
000026	FORD OF HIBBING							
	I-530970	AIR FILTER	R	7/31/2025		111.48CR	180658	111.48
001021	GRAINGER PARTS							
	I-9561398851	TRASH GRABBERS	R	7/31/2025		165.44CR	180659	165.44
000535	HART ELECTRIC OF NORTHERN MINNESOTA INC.							
	I-471279	LIBR/C HALL LIGHTS/LED LAMPS	R	7/31/2025		1,400.76CR	180660	
	I-471280	BREAKER & ELECTRICAL/LIBR	R	7/31/2025		333.46CR	180660	1,734.22

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VENDOR SET: 01
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001873	I-HIB-05-10025730	ANT KILLER/WASP & HORNET/DAWN	R	7/31/2025		33.68CR	180672	
	I-HIB-05-10026231	JB MINUTEWELD EPOXY	R	7/31/2025		6.17CR	180672	
	I-HIB-05-10026468	SHOP TOWELS/CHARMIN/FASTENERS	R	7/31/2025		62.70CR	180672	
	I-HIB-05-10026641	PUMP 1/4HP THERMOPLASTIC	R	7/31/2025		66.49CR	180672	1,042.22
002687	LARSON CONSTRUCTION INC							
	I-1834	7 36" INTERIOR DOORS	R	7/31/2025		7,800.00CR	180673	7,800.00
005445	LHB INC							
	I-250159.00-1	HOWARD ST BLK 400 DEMO	R	7/31/2025		12,885.00CR	180674	12,885.00
000095	LIFE-ASSIST, INC							
	I-1619625	STATPACKS/PROSPHYG 760 ADULT	R	7/31/2025		290.16CR	180675	
	I-1619626	I-GEL 02 RESUS PACK	R	7/31/2025		229.74CR	180675	
	I-1619908	PROSPHYG 760 ADULT	R	7/31/2025		105.96CR	180675	625.86
000246	LMCIT c/o BERKLEY RISK ADMINISTRATORS CO							
	I-40007280/2025/2	PROP/CAS/PW BLDG PRM 5/25-3/26	R	7/31/2025		10,941.00CR	180676	10,941.00
001501	MACQUEEN EQUIPMENT INC							
	I-W17018	HYDRAULICS/VACTOR 2100	R	7/31/2025		1,926.60CR	180677	1,926.60
003847	MESABI BITUMINOUS							
	I-PAY APP#1 2025	PAY APP #1 2025 PAVING PROJ	R	7/31/2025		181,521.39CR	180678	181,521.39
000492	MICROMARKETING LLC							
	I-984928	LPHC	R	7/31/2025		23.20CR	180679	
	I-985498	LPHC/LPTP	R	7/31/2025		75.19CR	180679	
	I-985834	UNCD	R	7/31/2025		33.99CR	180679	
002645	I-985939	UNCD'S	R	7/31/2025		163.31CR	180679	295.69
	MIDWEST TAPE							
000379	I-507439223	DVD	R	7/31/2025		20.24CR	180680	
	I-507470691	DVD'S	R	7/31/2025		95.98CR	180680	
002645	I-507470692	DVD	R	7/31/2025		26.99CR	180680	143.21
	MILLIMAN, INC.							
000379	I-376COH900725	GASB 68 DISCLOSURE/FYE12/31/24	R	7/31/2025		3,300.00CR	180681	3,300.00
	MINNESOTA NORTH COLLEGE							
000379	I-CI0000011852	FACILITY RENTAL/PD YOUTH PROJ	R	7/31/2025		160.00CR	180682	160.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000267	MN LIFE INSURANCE COMPANY I-JULY 2025	JULY 2025 LIFE INSURANCE	R	7/31/2025		2,184.55CR	180683	2,184.55
003145	MN POLLUTION CONTROL AGENCY I-10000200823	2025 WATER PERMIT ANNUAL FEES	R	7/31/2025		5,900.00CR	180684	5,900.00
000570	MTI DISTRIBUTING C-CM1484758-00	SIDE MIRRORS (L&R) RTRN BELTS	R	7/31/2025		244.00	180685	
	I-1483798-00	HOLE CUTTER DEPTH GAUGE	R	7/31/2025		83.35CR	180685	
	I-1484451-00	SIDE MIRRORS (L&R)	R	7/31/2025		79.81CR	180685	
	I-1484756-00	BALL JT/NUT/FITTING/SEAL	R	7/31/2025		257.10CR	180685	
	I-1485765-00	TUBE-INNER (W/VALVE)	R	7/31/2025		132.44CR	180685	
	I-1486349-00		R	7/31/2025		129.67CR	180685	438.37
002710	NAPA SUPPLY OF HIBBING I-504548	COOLANT LEAK REPAIR	R	7/31/2025		32.97CR	180686	
	I-504739	OIL FILTER	R	7/31/2025		56.51CR	180686	89.48
000536	NORTH CENTRAL LABORATORIE I-522440	4 QA/QC STANDARD	R	7/31/2025		69.20CR	180687	69.20
000460	NORTHERN MN DENTAL INC I-AUGUST 2025	AUGUST 2025 DENTAL PREMIUM	R	7/31/2025		16,331.50CR	180688	16,331.50
002935	O'REILLY AUTO PARTS I-1824-192678	SHFT ACTUATR	R	7/31/2025		139.74CR	180689	
	I-1824-199223	HI-PWR BELT	R	7/31/2025		11.75CR	180689	
	I-1824-200031	ADD-A-CIRCUITS	R	7/31/2025		29.97CR	180689	
	I-1824-200195	ABS SENSOR 2005 FORD F-350	R	7/31/2025		45.81CR	180689	
	I-1824-200237	FUEL INJ 2014 FPRD F-350	R	7/31/2025		59.32CR	180689	
	I-1824-200251	FUSE HOLDERS	R	7/31/2025		15.98CR	180689	302.57
000748	OVERHEAD DOOR CO HIBBING I-55632	DOOR REPAIR/DRUMS/CABLE/TIP	R	7/31/2025		1,351.50CR	180690	1,351.50
000206	PUBLIC UTILITIES COMM I-07/24/25	PUC PFA REQUEST #13	R	7/31/2025		473,127.43CR	180691	473,127.43
000077	RADKO IRON & SUPPLY INC C-24904/1	TRANSFER PUMP/RTN	R	7/31/2025		71.99	180692	
	I-24893/1	BATTERY/TRANSFER PUMP	R	7/31/2025		76.98CR	180692	
	I-25013/1	HITCH PIN & CLIP	R	7/31/2025		5.99CR	180692	
	I-25235/1	BROOM/DUSTPAN/OIL ABSORB	R	7/31/2025		413.70CR	180692	424.68

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D076941	INFLUENT & EFFLUENT 7/8/25	R	7/31/2025		102.41CR	180693	
	I-D077036	INFLUENT & EFFLUENT 7/9/25	R	7/31/2025		118.09CR	180693	220.50
004106	SELLMAN TITLE CO.							
	I-07/24/25	HEDA DEFERRED LOAN/SUNRISE	R	7/31/2025		75,000.00CR	180694	75,000.00
000256	SHERWIN WILLIAMS							
	I-4110-8	STFS PR ZM YL & WH	R	7/31/2025		1,156.20CR	180695	
	I-8105-8	STFS PR ZM YL	R	7/31/2025		864.00CR	180695	2,020.20
004033	SNAP VINYL SIGNS							
	I-1889	H7 DOOR REPLACEMENT DECALS	R	7/31/2025		350.00CR	180696	350.00
005725	SPLASH XPRESS CARSH WASH - HIBBING							
	I-00127	GOLD UNLIMITED PLAN JUNE 25	R	7/31/2025		217.60CR	180697	217.60
002826	ST LOUIS COUNTY PUBLIC WORKS DEPT							
	I-300814	APRIL 2025 JOINT USE FACILITY	R	7/31/2025		5,299.23CR	180698	
	I-300815	MAY 2025 JOINT USE FACILITY	R	7/31/2025		4,393.33CR	180698	
	I-300816	JUNE 2025 JOINT USE FACILITY	R	7/31/2025		3,602.71CR	180698	13,295.27
000462	SULLIVAN CANDY AND SUPPLY							
	I-705116	FOLGERS COFFEE/J CUPS	R	7/31/2025		113.97CR	180699	113.97
000722	SUPER ONE FOODS - RETAIL ACCOUNTING							
	I-00355833	NATCRYSTAL/LDEBBIE/POUNCE	R	7/31/2025		80.89CR	180700	
	I-00466295	DONUTS	R	7/31/2025		28.88CR	180700	
	I-00477195	POTATOES	R	7/31/2025		11.23CR	180700	121.00
005344	TIMOTHY STOLL							
	I-041	INSP & SAMPL JUNE 25	R	7/31/2025		800.00CR	180701	
	I-049	INSP & SAMPL JULY 25	R	7/31/2025		2,950.00CR	180701	3,750.00
001000	UNITED ELECTRIC							
	I-286489	EAT SVX015A/15HP	R	7/31/2025		1,791.90CR	180702	1,791.90
001677	UNIVERSITY MEDICAL CENTER FAIRVIEW							
	I-1962915/JUNE 25	PRE EMPL SCRNM/CITY SVCS	R	7/31/2025		391.00CR	180703	391.00
005463	VALVOLINE INSTANT OIL CHANGE							
	I-205412	OIL CHANGE/0011	R	7/31/2025		47.58CR	180704	
	I-205500	OIL CHANGE/6857	R	7/31/2025		65.60CR	180704	113.18

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000382	WA FISHER CO I-118917	MUNI GOLF SCORE CARDS	R	7/31/2025		678.66CR	180705	678.66
005615	WIDSETH SMITH NOLTING & ASSOC., INC. I-2339083	PROF SVCS 7/11/25/40TH ST WETL	R	7/31/2025		1,902.00CR	180706	1,902.00
003227	WITMER PUBLIC SAFETY GROUP, INC I-INV703454 I-INV705933 I-INV714186	RESCUE GLOVES HI VIS HELMETS AZTEK PRO SYS/KEY LOCK/BOOTS	R R R	7/31/2025 7/31/2025 7/31/2025		403.02CR 659.70CR 2,163.08CR	180707 180707 180707	678.66 1,902.00 3,225.80
* * T O T A L S * *					DISCOUNTS	CHECK AMT	TOTAL APPLIED	
REGULAR CHECKS:					0.00	1,960,323.65	1,960,323.65	
HANDWRITTEN CHECKS:					0.00	0.00	0.00	
PRE-WRITE CHECKS:					0.00	0.00	0.00	
DRAFTS:					0.00	0.00	0.00	
VOID CHECKS:					0.00	0.00	0.00	
NON CHECKS:					0.00	0.00	0.00	
CORRECTIONS:					0.00	0.00	0.00	
REGISTER TOTALS:					0.00	1,960,323.65	1,960,323.65	

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 03921 Regular Payments 07/31/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
** POSTING PERIOD RECAP **								
FUND			PERIOD			AMOUNT		

101			7/2025			565,750.22CR		
211			7/2025			7,562.54CR		
400			7/2025			197,956.20CR		
401			7/2025			617,555.19CR		
402			7/2025			64,385.87CR		
405			7/2025			1,902.00CR		
415			7/2025			70,205.71CR		
418			7/2025			12,885.00CR		
422			7/2025			75,000.00CR		
602			7/2025			19,401.29CR		
603			7/2025			2,630.23CR		
610			7/2025			325,089.40CR		
=====								
ALL						1,960,323.65CR		

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010207530	MEDICAL CLAIMS PAID 7/28/25	D	7/31/2025		111,574.87CR	001726	111,574.87

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

REGISTER TOTALS: 1 111,574.87

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	111,574.87	111,574.87
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00

7/31/25 drafts Carol Wasele

7/31/2025 11:17 AM
PACKET: 03922 Regular Payments 07/31/25
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
** POSTING PERIOD RECAP **								
FUND			PERIOD			AMOUNT		
805			7/2025			111,574.87CR		
ALL						111,574.87CR		

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

Payroll Recap & Funding
Biweekly Regular 08/01/2025

Pay Date: 08/01/2025

Payroll Overview

Payroll	Biweekly Regular 08/01/2025		
Pay Date	08/01/2025		
# Employees	203		
# Paid Employees	203		
# Regular	203		
# Pay Periods	1		
Base Compensation Changes	5		
New Hires	1		

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	265	203	328,112.93 ^D
Total			328,112.93
(D) POD6 UKG Payroll Services Admin Debit			-328,112.93
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	165	42,825.36
FICA/ER	41-6005232	143	16,274.98
FICA/EE	41-6005232	143	16,274.98
MEDI/ER	41-6005232	203	6,819.53
MEDI/EE	41-6005232	203	6,819.53
SIT:MN/EE	8022766	174	20,025.00
Total			109,039.38
Your Remaining Tax Liability			109,039.38

Vendor Liabilities

	EE's	\$ Amount
AFSCME MN COUNCIL 65	1	-43.78
City of Hibbing Insurance	135	149,168.63 ^D
EMPOWER	65	9,740.06
HIBBING POLICE ASSOCIATION	15	150.00 ^D
Lincoln Financial Group	18	4,110.25
MN CHILD SUPPORT PAYMENT CE	2	765.56 ^D
MN PERA	142	99,122.88
NATIONWIDE	14	2,040.00
NCPERS GROUP LIFE INS C/O ME	4	64.00 ^C
PREMIUM PROCESSING	1	24.96
Total		265,142.56
(D) POD6 UKG Payroll Services Admin Debit		-150,084.19
(C) Vendor Checks		-64.00
Your Remaining Vendor Liability		114,994.37

Total

Total	702,294.87
POD6 UKG Payroll Services Admin Debit	-478,197.12
Total of Your Responsibility	224,097.75

Recap

POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	07/31/2025	x0087	150,084.19
Empl. Dir. Dep. SPA	07/31/2025	x0087	328,112.93
Total Debits			478,197.12

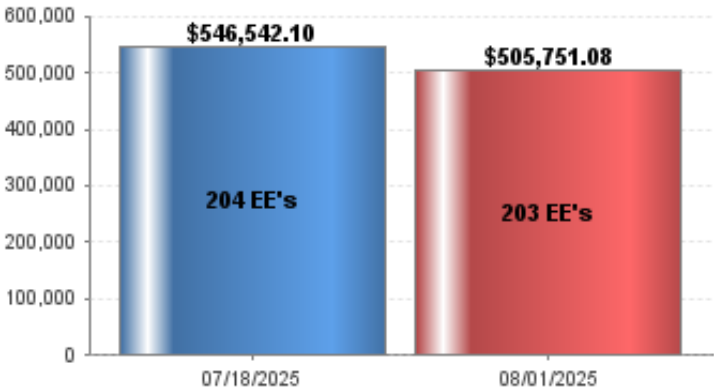
Cash Requirements: x0087

	\$ Amount
Vendor Payment SPA	150,084.19
Vendor Checks	64.00
Tax Payment	109,039.38
Empl. Dir. Dep. SPA	328,112.93
Total	587,300.50

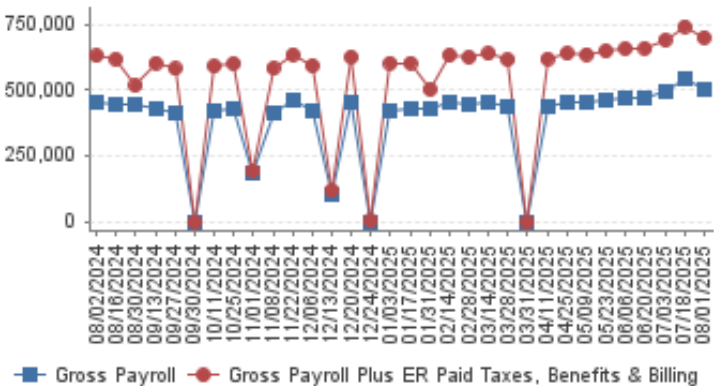
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	507,641.68	866.40
ER Deduction	172,425.08	
ER Tax (Offset)	23,094.51	
Deduction	43.78	92,761.26
ER Tax		23,094.51
Tax		85,944.87
ER Deduction (Offset)		172,425.08
Direct Deposit		328,112.93
	703,205.05	703,205.05

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



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

Kronos SaaShr, Inc.
City of Hibbing



Generated: 07/30/2025 01:26p
Generated By: OWEN D. WALTERS
Page 1 of 1



CITY OF HIBBING JOB DESCRIPTION

JOB TITLE: Recreation Specialist

DATE: August 6, 2025

DEPARTMENT: City Services

PAY GRADE: 9

EXEMPTION STATUS: Non-Exempt

REPORTS TO: City Services Director

SCOPE OF POSITION: This position is responsible for planning, promoting, and facilitating recreation activities, programs, camps, and special events for youth through adults in parks and facilities throughout the City of Hibbing.

Work Environment: Indoor and outdoor, ice arena, gymnasium environment.

Supervision Received: City Services Director.

Supervision Exercised: Exercise general and technical supervision and training over program instructors, volunteers, coaches, and other seasonal staff.

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:

- Designs, plans, organizes, implements, and supervises a variety of recreation programs & special events.
- Liaison with interested individuals, clubs, groups, committees, organizations, boards, and special interest groups to identify their recreational program interests and needs.
- Performs customer service duties including but not limited to answering customer calls, emails, attends front desk, distributes information, provides information and assists the public regarding city services activities, facilities, and programs.
- Schedule and monitor the use of facilities.
- Receives and process registration and rental fees, and prepares deposits.
- Evaluate programs and activities; conduct research to identify and recommend program changes that reflect community needs; review



- existing programs and services; submit findings, recommendations, periodic reports, and program summaries to supervisor.
- Develop, prepare, and assist in the preparation and dissemination of brochures, announcements, bulletins, flyers, calendars, and other promotional materials.
 - Recruit, select, train, assign, and evaluate part time staff, volunteers, coaches, and instructors for programs and special events.
 - Responds to citizen concerns and complaints, resolves issues.
 - Submit program budgets and purchasing requests to supervisor; monitor expenditures to ensure authorized budget appropriations are not exceeded; collect fees for programs, events, and facilities.
 - Obtain and maintain supplies for programs and activities; maintain accurate records regarding inventory replacement/repair and purchase of equipment and supplies; provide staff with necessary information and supplies to conduct recreation programs.
 - Oversee staffing and concessions operations of outdoor rink warming houses.
 - Direct others and participate in the maintenance of building interiors, including cleaning, scrubbing, mopping, dusting, sweeping, and waxing; perform minor repairs of buildings, fixtures, and equipment; conduct regular safety inspections of buildings, equipment, and grounds.
 - Direct others and participate in the maintenance of facilities and grounds of ballfields, ice rinks, courts, trails, and other sport and play areas, including raking and collecting leaves, branches, paper, and rubbish; plowing, shoveling, and removing snow from sidewalks, skating rinks, and other areas; and mowing lawns, trimming shrubbery, and controlling weeds.
 - Attend training seminars or educational workshops as required.
 - Provide emergency first aid within scope of applicable training/credentials.
 - Oversee online program registration and scheduling system, prepare various registrations, facility reservation, reports, and rosters to program staff and director as needed.
 - Keep necessary records, make necessary reports, and provide information to the Director.
 - Assist in developing long-range plans for the department; assist and adjust priorities to meet shifting long-range plans and emergencies.
 - Research feasibility and cost of alternative methods of providing services to the public.
 - Provides, and sets the example for, excellent customer service and ability to work effectively with user groups.
 - Performs other duties and assumes other responsibilities as assigned.

KNOWLEDGE, SKILLS, ABILITIES:

- Knowledge of recreational programming and current trends and the basic fundamentals of common recreational sports and activities.



- Knowledge of problem solving and conflict resolution techniques.
- Considerable ability to communicate tactfully and effectively, both orally and in writing with state regulatory agencies, county regulatory agencies, elected officials, City staff, and the general public.
- Considerable ability to plan and analyze department operations, develops alternatives, and determines costs.
- Considerable ability to solicit corporation contributions.
- Considerable ability to recruit and train volunteers, coaches, program instructors, etc.
- Considerable ability to prioritize work projects & work independently.
- Ability to handle requests, inquiries, and complaints in a cooperative and constructive manner.
- Ability to transport program equipment via vehicles and trailers.
- Considerable computer skills
- Ability to create program brochures, proficient in Microsoft Office programs, and ability to run recreational registration software.

MINIMUM QUALIFICATIONS:

- Four-years of related education and/or three years verifiable professional recreation experience to include leading a variety of recreational activities or special events as primary responsibilities.
- Proficient in Microsoft Office programs
- Ability to obtain and maintain a First Aid/CPR certification within six months of hire.
- Valid Class MN "D" Driver's License

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 frequently 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. Vision abilities required by this job include close vision. The employee is frequently required to sit and must frequently lift up to 40 pounds.

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

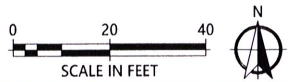
Date

REVIEWED AND APPROVED BY:

Supervisor: 7/21/2025

City Administrator: 7/21/2025

City Council: 8/6/2025



DATE	REV#	REVISIONS DESCRIPTION

Light After Loss MN - Memorial Park	
WIDSETH	
Preliminary Estimate of Construction Costs	
6/26/2025	
Item Quantity Units Unit Cost Estimated Cost PHASE 1 Memorial & Gardens	
Site Demo & Removals \$19,000.00 Mobilization 1 LUMP SUM \$10,000.00 \$10,000.00 Common Excavation & Site Prep 1 LUMP SUM \$5,000.00 \$5,000.00 Rough Grading 8,000 SQ FT \$0.50 \$4,000.00	
Memorial \$63,900.00 Entrance Sign 1 EACH \$1,500.00 \$1,500.00 Accessible Pathway (Appx. 2200 sf Crushed Granite or similar w/edge restraint) 1 LUMP SUM \$16,000.00 \$16,000.00 Aggregate Base 60 CU YD \$40.00 \$2,400.00 Angel Sculpture 1 EACH \$18,000.00 \$18,000.00 Sculpture Base (locally-sourced Stone) 1 EACH \$1,000.00 \$1,000.00 Memorial Walls (Material TBD, appx. 6' L x 6' H, surface mounted) 5 EACH \$5,000.00 \$25,000.00	
Landscaping \$14,600.00 Landscaping Stone 1 LUMP SUM \$3,000.00 \$3,000.00 Hardwood Bark Mulch 1100 SQ FT \$5.00 \$5,500.00 Topsoil / Soil Amendments 20 CU YD \$5.00 \$100.00 Turf Restoration Seeding 2000 SQ FT \$3.00 \$6,000.00	
Phase 1 Subtotal:	Seeding \$97,500
PHASE 2 Nature Play Area, Site Furnishings, Rain Garden & Native	
Site Demo & Removals \$17,500.00 Mobilization 1 LUMP SUM \$5,000.00 \$5,000.00 Common Excavation & Site Prep 1 LUMP SUM \$5,000.00 \$5,000.00 Rough Grading 15,000 SQ FT \$0.50 \$7,500.00	
Nature Play Area \$8,200.00 Natural Wood Play Features & House 1 LUMP SUM \$4,000.00 \$4,000.00 Play Area Surfacing (Wood fiber or other) 40 CU YD \$75.00 \$3,000.00 Landscape Edging 200 LIN FT \$6.00 \$1,200.00	
Site Furnishings \$850.00 Trash Receptacle 1 EACH \$850.00 \$850.00	
Rain Garden \$5,410.00 Basin Bedding (Sand Filter Mix) 24 CU YD \$90.00 \$2,160.00 Stormwater Basin Seeding 750 SQ FT \$1.00 \$750.00 Boardwalk 1 LUMP SUM \$2,500.00 \$2,500.00	
Landscaping \$6,215.00 Turfgrass Overseeding / Restoration (Existing Turf Areas) 1.5 ACRE \$450.00 \$675.00 Native Seeding (Prairie or Woodland Edge Mix) 1.6 ACRE \$650.00 \$1,040.00 Screen Plantings 18 EACH \$250.00 \$4,500.00	
Phase 2 Subtotal: \$38,175	
PHASE 3 Site Lighting & Orchard	
Demo & Sitework \$13,000.00 Mobilization 1 LUMP SUM \$2,500.00 \$2,500.00	
Light After Loss MN - Memorial Park	
WIDSETH	
Preliminary Estimate of Construction Costs	
6/26/2025	
Item Quantity Units Unit Cost Estimated Cost	
\$4,000.00 Passive Water Catchment (Rain Barrel or other) 1 LUMP SUM \$1,500.00 \$1,500.00	
Phase 3 Subtotal: \$13,000	
Construction Contingency (10%) \$14,867.50 Total Proposed Project Budget \$148,675	



July 24, 2025

Dear Members of the IRRR Culture & Tourism Grant Review Committee,

It is with great enthusiasm that I write this letter in full support of Light After Loss MN's application for a \$15,000 matching grant through the IRRR Culture & Tourism program. The funds will support the development of **Hope Remembrance Park**, a serene and meaningful public space to be located on 19th St. E. in Hibbing.

This unique project — spearheaded by Light After Loss MN and the Bereaved Mothers Group — is deeply rooted in community compassion, healing, and inclusivity. Hope Remembrance Park will feature the *Angel of Hope* statue, a nationally recognized symbol of remembrance, alongside carefully designed landscaping, accessible pathways, seating areas, and signage. As a lasting tribute to families who have experienced pregnancy, infant, or child loss, the park will offer a peaceful, nature-inspired setting that promotes reflection, healing, and human connection.

We are particularly proud of this grassroots initiative, which has already demonstrated strong community engagement and local support. The City of Hibbing has formally approved the use of the land for this purpose, and Light After Loss MN has secured the required matching funds through private donations and community fundraising efforts. This demonstrates not only the viability of the project but also the widespread commitment to making this vision a reality.

The cultural and economic benefits of the park will extend beyond city borders. As part of the national Angel of Hope network, the site is expected to draw visitors from across the Iron Range and even from out of state — boosting local tourism, supporting small businesses, and increasing visibility for our community. Annual events such as the *Light After Loss Memorial Walk* and *Angel of Hope Vigil* will serve as additional draws, bringing people together and generating positive economic activity.

Moreover, the project embraces core values of diversity, equity, inclusion, and accessibility. With wide pathways, ADA-compliant features, and financial support to ensure broad participation, Hope Remembrance Park will welcome all individuals regardless of age, ability, or economic status. Its creation will not only provide solace and remembrance, but also elevate Hibbing's profile as a city that honors compassion, resilience, and belonging.

We strongly believe this project aligns with the IRRR's mission to enhance cultural destinations and strengthen the vitality of northeastern Minnesota. It reflects a forward-thinking investment in both emotional well-being and sustainable community development.

For all these reasons, the I and the City Council wholeheartedly support Light After Loss MN's request for funding and urge your favorable consideration of this application.

Sincerely,

Pete Hyduke

Mayor, City of Hibbing



APPLICATION FOR A CITY LICENSE TO CONDUCT BUSINESS

AS A PEDDLER OR TRANSIENT MERCHANT

Fee: \$50.00 day per person or \$250.00 annual

Payable to: City of Hibbing

License Requires Council Approval

This Application for a City license to conduct business as a peddler or transient merchant shall be made at least 14 regular business days before the applicant desires to begin conducting business. This Application must be signed by the applicant and must include the following information:

1. Applicant's full legal name: Jackie Dean Provencher Jr
2. All other names under which the applicant conducts business or to which applicant officially answers.
Fat Jacks Concessions
3. A physical description of the applicant:
Hair Color: Gray Height: 5'6" Weight: 200
Eye Color: Blue Distinguishing Marks/Features: multiple Tattoos
4. Full address of applicant's permanent resident.
302 3rd Ave N Hibbing MN 55746
5. Telephone number of applicant's permanent residence. 218-966-9505
6. Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
Fat Jacks Concessions LLC
7. Full address of applicant's regular place of business (if any).
Same

16. Written permission of the property owner or the property owner's agent for any property to be used by a transient merchant. _____

17. A general description of the items to be sold or services to be provided.

Pizza pop, porkette sandwiches, appetizers pop water
etc.

18. All additional information deemed necessary by the City Council.

19. The applicant's driver's license number or other acceptable form of identification.

276 276 568 814 MN DL#

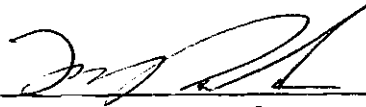
20. The license plate number, registration information, and vehicle identification number for any vehicle to be used in conjunction with the licensed business and a description of the vehicle.

J. Proucher

CSK 0355 MN

4X4TSE22X3V202375

Applicant's Signature: _____



Applicant's Printed Name: _____

Jackie Proucher

Date Application Signed: _____

7-21-25

APPLICATION RECEIVED BY CITY OF HIBBING:

Signature, City of Hibbing Clerk's/Council Office

Date of Signature: _____

8. Any and all business related telephone numbers of the applicant. 218-966-9505

9. The type of business for which the applicant is applying for a license.

Food trailer

10. Please check one: ☒ Annual license ☐ Daily license

11. The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the City (maximum 14 consecutive days). _____

12. Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the City, including the location where a transient merchant intends to set up business.

Contact Information: Cell 218-966-9505

Location: Various

13. A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.

None

14. A list of the three most recent locations where the applicant has conducted business as a peddler or transient merchant.

a. O'Neill's Hibbing 8-24

b. Car Show Virginia 7-24

c. Dec Graham Days Chisholm 8-24

15. Proof of any required County license.



HIBBING POLICE DEPARTMENT

STEVEN ESTEY
Chief of Police

sestey@ci.hibbing.mn.us

1810 12th Avenue East
Hibbing, MN 55746

Phone 218.263.3601
Fax 218.262.0268

Date: July 21 2025

The following named individual has made application with this agency for the City of Hibbing for

Food vendor
(type of license/permit)

Last Name of Applicant (please print): ~~Jackie~~ Provencher

First Name (please print): ~~Provencher~~ Jackie

Middle (full)(please print): Dean

Maiden, Alias or Former (please print): N/A

Date of Birth: 5/13/69 Sex (M or F): M
(Month/Day/Year)

Social Security Number: (Optional): _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all state criminal history to the Hibbing Police Department.

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.

[Signature]
Signature of Applicant

7/21/25
Date

1. Records obtained under the Minnesota State Statutes §299F.035 may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34)

POST
CONSPICUOUSLY

MINNESOTA DEPARTMENT of HEALTH
625 Robert Street North, P.O. Box 64975
Environmental Health Division
St. Paul, Minnesota 55164-0975
(651) 201-4500

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$290.00

831

LICENSE NO. FBL-41937-60925 FOR THE OPERATION OF:

License Categories: Base Fee - FBL, Hospitality Fee, Seasonal Temporary Food Stand

LICENSE PERIOD: July 1, 2025 THRU December 31, 2025

ISSUED TO:

Fat Jacks Concessions
3917 Tamminen Road
Iron, Minnesota 55751

ESTABLISHMENT NAME:

Fat Jacks - MFU
3917 Tamminen Road
Iron, Minnesota 55751

License Type(s): Seasonal Temporary Stand

County: Mobile Unit

WELLNESS PROGRAM SERVICES AGREEMENT

This Wellness Program Services Agreement (this “Agreement”) is effective the 7th day of August 2025 (the “Effective Date”) by and between TMA @ Your Service, LLC (doing business as “Wellworks For You”) (“Wellworks”), having a principal place of business located at 70 East Lancaster Avenue, Frazer, PA 19355, and the party identified (or parties collectively identified) as “Client” on the signature page of this Agreement (“Client”). Each of Wellworks and Client may be referred to as a “Party” and together they may be referred to as the “Parties.”

WHEREAS, Wellworks is a leading provider and manager of wellness programs for employers, educational institutions, health care systems, and other groups;

WHEREAS, Client wishes to retain Wellworks to administer Client's wellness program for Client's intended recipients/beneficiaries (collectively “Service Recipients”) all on the terms of this Agreement; and

WHEREAS, Client is an employer that sponsors one or more group health plans (the “Plan” or “Plan(s)”), which is/are also a Party to this Agreement, and through which one or more of the Services (as defined in Section 2.1) will be provided to Client's employees

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Client and Wellworks hereby agree to the following terms and conditions of this Agreement:

ARTICLE 1. TERM AND TERMINATION OF AGREEMENT

1.1 Term. This Agreement will be in effect for a period of one year (the “Primary Term”). The Primary Term begins on the Effective Date and ends on the date one year after. At the end of the Primary Term, this Agreement will automatically renew for twelve months and continue on a year-to-year basis thereafter (each an “Extension Term”), unless terminated by either Party pursuant to the terms below.

1.2 Termination. The right to terminate this Agreement and timing thereof depend on whether the termination is for cause or convenience, which Party seeks to terminate, and whether Client is or includes a group health plan subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as reflected below.

a. Termination for Cause.

- i. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party has breached a material provision of this Agreement. Such notice must describe in reasonable detail the nature of the alleged breach. Upon receipt of such notice, the breaching Party shall have until the end of the thirty (30)-day period (the “Cure Period”) to cure the breach, or to diligently pursue a cure of the breach which reasonably will take more than thirty (30) days to cure. In the event a breach cannot be cured within the initial 30-day Cure Period, provided the breaching Party is diligently pursuing a cure, the Cure Period shall be extended an additional 30 days. If the Parties agree that the alleged breach has been resolved within the Cure Period, the termination notice will be deemed withdrawn without further action by the Parties, and the Agreement will continue in full force and effect. If the Parties do not agree that the alleged breach has been resolved

within the Cure Period, the Agreement will terminate upon either (A) expiration of the Cure Period, or (B) any other date mutually agreed by the Parties.

- ii. After the first anniversary of the Effective Date, either Party may terminate this Agreement upon thirty (30) days' prior written notice if the Parties cannot agree on a change in Fees after complying with the provisions of paragraph 5.5(a).
- iii. Either Party may terminate this Agreement upon at least sixty (60) days' prior written notice if the Parties cannot agree on a change in Fees after complying with the provisions of paragraph 5.5(b).
- iv. In the event that Client files a voluntary or involuntary petition in bankruptcy or reorganization, whether under federal or state law, Wellworks may terminate this Agreement immediately upon written notice to Client.

b. Termination for Convenience.

- i. At the completion of the Primary Term or an Extension Term, either Party may terminate this Agreement by providing at least sixty (60) days' prior written notice to the other Party prior to the end of the Primary Term or any Extension Term.
- ii. To the extent required by ERISA, Client may terminate this Agreement without cause upon ninety (90) days' prior written notice.

1.3 Post-Termination Obligations.

a. Obligations that Remain in Effect Post-Termination. Regardless of the reason for termination, no termination will have any effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. For the avoidance of doubt, Client's obligation to pay amounts due for Services hereunder (as defined in Section 2.1) shall survive termination of this Agreement.

b. Obligations Triggered Upon Termination.

- i. Within thirty (30) days of termination, each Party shall return to the other (or destroy or dispose of, as agreed) all advertising materials and other property, including all proprietary information, furnished by the other Party under this Agreement.
- ii. Notwithstanding i. above, Client is not obligated to return to Wellworks any document that comprises an ERISA plan document or summary plan description (or equivalent for group health plans exempt from ERISA), which it is required to maintain in compliance with applicable law.
- iii. Notwithstanding i. above, Wellworks is not obligated to provide copies of (A) information or records that are or contain confidential or proprietary information or trade secrets of Wellworks, or (B) protected health information ("PHI") of Service Recipients.
- iv. All records provided by Wellworks may be provided in Wellworks' standard file format, either in electronic or other form.

ARTICLE 2. RESPONSIBILITIES OF WELLWORKS

- 2.1 Provision of Services.** During the Term of this Agreement, Wellworks shall provide the services agreed upon with Client as described in **Exhibit A** attached to this Agreement (collectively, “Services” or “Your Services”). Services shall be provided to Service Recipients at the location and times specified. Wellworks will perform the Services in accordance with its standard business practices, methods, policies and procedures.
- 2.2 Privacy of Records.** Wellworks shall maintain the privacy and security of all Service Recipient individually identifiable information (“SRIII”), including but not limited to PHI, in accordance with all relevant state and federal laws and regulations. In addition, PHI is subject to the procedures and requirements set forth on **Exhibit B** attached hereto, other SRIII is subject to the procedures and requirements set forth on **Exhibit C**.
- 2.3 No Fiduciary.** Wellworks is not, nor shall be deemed for any purpose to be, the “Plan Administrator” or a “Named Fiduciary” of the Plan, as those terms are defined in ERISA. Wellworks has no discretionary authority with respect to the Plan or Plan assets. Client and/or the Plan has full and final authority and responsibility for the Plan, Plan assets, and Plan operation.
- 2.4 Work Environment.** Wellworks will not be responsible for the supply or proper maintenance or safety of any property supplied by Client, including but not limited to tables, chairs and physical space provided to Wellworks and Service Recipients for delivery of the Services, as described in Section 3.4 below.
- 2.5 Standard of Care.** In the provision of the Services, Wellworks shall use that degree of ordinary and reasonable skill, care and diligence in the exercise of its duties hereunder, taking into account all relevant factors, which a typical wellness program administrator in the industry familiar with such matters would exercise in like circumstances.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

- 3.1 Payment for Services.** As remuneration for Wellworks' performance of the Services hereunder, Client shall pay Wellworks the fees listed in **Exhibit A** or as otherwise agreed by the Parties (collectively "Fees"), including modifications to Fees made in a Fee Notice or Change Notice or as otherwise described in Section 5.5, or an amendment to this Agreement.
- 3.2 Identification of Service Recipients; Protection of Service Recipient Information.** Client shall furnish Wellworks with a timely and reliable system for identifying Service Recipients. Client agrees that any and all PHI must be used and protected in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as described in **Exhibit B**. In the event Client wishes to share any SR/II with a third party, Client and the third party shall execute a data sharing and confidentiality agreement in a form to be determined by Wellworks.
- 3.3 Compliance with Employment and Employee Benefits Laws.** Client is exclusively responsible for its and the Plan's compliance with any and all laws, rules, and regulations applicable to the Plan and/or to its employment or other relationship with Service Recipients, including but not limited to compliance with ERISA, HIPAA, the Internal Revenue Code (the "Code"), the Public Health Service Act ("PHSA"), the Patient Protection and Affordable Care Act of 2010 ("ACA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA"), the Mental Health Parity Act of 1996 ("MHPA"), the Americans with Disabilities Act of 1990 ("ADA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Age Discrimination in Employment Act of 1967 ("ADEA"), the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the Consolidated Appropriations Act, 2021 ("CAA"), and Title VII of the Civil Rights Act of 1964 ("Title VII"), each as amended, together with applicable regulations promulgated thereunder.
- a. Clinical Services and Medical Care.** To the extent Client selects Clinical Services (as defined in Section 4.2 below) from **Exhibit A**, or any other services from **Exhibit A** that would be considered medical care as that term is defined in Code Section 213(d) or ERISA ("Medical Care"), Client will offer such Clinical Services or Medical Care as a covered benefit under one or more of its Plans. Client retains complete authority and responsibility to determine and amend the criteria for eligibility to participate in such Plan(s), including establishing the eligibility criteria for Service Recipients to receive such Clinical Services and Medical Care, and ensuring that such criteria complies with the laws applicable to employee benefit plans, including but not limited to the laws listed in this Section 3.3. Client is hereby advised to confer with its own employee benefits counsel to make such determinations.
- b. HIPAA Compliance.** To the extent Services are provided as part of the Plan as described in paragraph a. above, Client remains solely responsible to ensure the Plan has the appropriate HIPAA policies, procedures, and disclosures, including but not limited to a HIPAA notice of privacy practices.

- c. **Model Notices and Documents.** Wellworks may provide model documents or notices to Client to assist with Client's compliance with this Section 3.3. Client is hereby advised to confer with its own employee benefits counsel to ensure that such documents are customized to Client and delivered to Service Recipients in such a way as to ensure Client's compliance with applicable laws.

- 3.4 **Work Environment.** Client will provide, at no charge to Wellworks, reasonable access to Client's workplace at mutually acceptable times and the necessary workspace for Wellworks to conduct the Services in a setting that will enable Wellworks to safely and, if applicable, confidentially provide Services to Service Recipients seeking such service. Client will provide furniture at its sole risk to include, but not limited to, tables and chairs.

ARTICLE 4. INDEMNIFICATION AND LIMITS OF LIABILITY

4.1 Indemnification.

- a. **By Client.** Client shall indemnify and hold harmless Wellworks, its officers, employees, independent contractors and agents of any kind, from and against any and all loss, damage, liability, cost or expense (including, without limitation, reasonable legal fees and court costs) (collectively "Losses") arising from any claim brought against Wellworks or its affiliates by Service Recipients or any third-party, related to the acts or omissions, including claims of negligence, gross negligence or willful misconduct, of Client or any party that was not serving Client on Wellworks' behalf or that was not arranged for Client as part of Wellworks' Services.
- b. **By Wellworks.** Wellworks shall indemnify and hold harmless Client, its officers, employees, independent contractors and agents of any kind, from and against any and all Losses arising from any claim brought against Client by Service Recipients, alleging gross negligence or willful misconduct by Wellworks in the performance of its obligations under Article 2 hereunder.
- c. **Procedure; Requirements.**
 - i. Within thirty (30) days of receipt of a claim of Losses subject to this Article 4 (the "Indemnification Claim"), the Party seeking indemnification (the "Indemnatee") shall provide written notice (the "Indemnification Notice") to the Party whose indemnity is sought (the "Indemnitor") of the Indemnification Claim and demand for indemnity.
 - ii. Within ten (10) days of receipt of the Indemnification Notice, Indemnitor shall respond in writing to indicate whether it agrees that the Indemnification Claim is subject to indemnity under this Article 4, and, if so, whether Indemnitor will assume defense of the Indemnification Claim. Where there is a material conflict of interest between Indemnitor and Indemnatee, each Party will retain its own counsel and Indemnitor shall not assume defense of the Indemnification Claim.

- iii. Except when the parties retain separate counsel, where Indemnitor agrees the Indemnification Claim is subject to indemnity under this Article 4 but chooses not to assume the defense, Indemnatee shall select and retain counsel, subject to Indemnitor's prior written consent, which consent shall not be unreasonably withheld.
- iv. Where Indemnitor assumes defense of the Indemnification Claim, Indemnitor shall not enter into any settlement or compromise of the Indemnification Claim (or any part thereof) without Indemnatee's prior written consent, which consent shall not be unreasonably withheld. Indemnatee retains the right to participate, at its own cost, in defense of the Indemnification Claim.
- v. In the event Indemnatee and Indemnitor are represented by the same counsel and a conflict of interest arises, that counsel may continue to represent Indemnatee as long as Indemnitor waives such conflict and retains its own counsel.
- vi. Where Indemnitor disagrees that the Indemnification Claim is subject to indemnity, Indemnatee shall defend itself, and Indemnitor shall have no right to participate in the defense. Indemnatee may seek to enforce this Article 4 against Indemnitor at any time (i.e., Indemnatee need not wait until the Indemnification Claim is fully resolved).

d. Exceptions. Indemnitor is not liable for:

- i. Losses that a court or other tribunal finds were caused by Indemnatee's gross negligence or willful misconduct;
- ii. Indemnatee's attorneys' fees and costs when Indemnitor has not consented to Indemnatee's selected counsel; or
- iii. Indemnatee's attorneys' fees and costs when a conflict of interest requires Indemnitor to obtain separate counsel.

4.2 Responsibility for Services. Wellworks itself does not engage in the practice of medicine, nursing, or the provision to Service Recipients of other professional healthcare services that require licensing (collectively "Clinical Services"). Depending on the Services that Client selects on **Exhibit A**, Wellworks may arrange for licensed medical professionals and other third-party service providers (collectively "Third Party Clinical Providers") to provide certain Clinical Services to Service Recipients. Third Party Clinical Providers are responsible for ensuring that their clinicians are licensed, credentialed, and appropriately supervised. Third Party Clinical Providers do not delegate any clinical decision-making to Wellworks. Client acknowledges and agrees that Services (including Clinical Services) shall not include the provision of medical advice, diagnoses, or other medical services by Wellworks, but rather the arrangement of those Services if required by the terms of this Agreement with licensed providers thereof. Client further acknowledges and agrees that Wellworks shall have no liability to Client for damages related to Clinical Services.

Client further acknowledges and agrees that Wellworks shall have no liability to Client, and Client shall indemnify and hold Wellworks harmless from and against, any claims asserted against Wellworks by any party, including Service Recipients:

- a. for the acts or omissions of any person or entity not contracted or arranged by Wellworks (e.g., arranged by Client or Client's delegate other than Wellworks) in connection with the delivery of Services under this Agreement; and
- b. resulting from Client's and/or a Service Recipient's provision of erroneous, misleading or incomplete information about a Service Recipient.

4.3 Limits of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WELLWORKS SHALL IN NO EVENT BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY FINANCIAL LOSSES SUCH AS LOST PROFITS OR REVENUE, OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES WHATSOEVER, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, OR INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS OF THIRD PARTIES, SUFFERED BY CLIENT AS A RESULT OF THE PROVISION OF SERVICES UNDER THIS AGREEMENT. BOTH OF THE PARTIES HERETO AGREE THAT THE TOTAL LIABILITY OF WELLWORKS SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MOST RECENT TWO (2) YEARS' FEES PAID TO WELLWORKS UNDER THIS AGREEMENT. IN THE EVENT WELLWORKS AND CLIENT HAVE NOT YET COMPLETED TWO (2) YEARS OF THE PRIMARY TERM, THE LIMIT OF LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO UP TO TWO (2) YEARS OF PROJECTED FEES TO BE PAID TO WELLWORKS UNDER THE PRIMARY TERM OF THIS AGREEMENT.

ARTICLE 5. COMPENSATION

5.1 Billing. Wellworks will submit invoices to Client for all Fees due and payable based on Services rendered (as applicable to any provisions set forth in applicable Exhibits) and Client shall pay such invoices when due. Invoices shall be submitted to the physical address or email address set forth on the signature page hereto.

- a. The base amount for monthly invoicing shall be the greater of (i) the Minimum Commitment (as specified on **Exhibit A**) or (ii) the actual number of eligible Service Recipients (based on information received from Client). It is expected that Client will provide eligibility information to Wellworks on a regular basis, no less often than monthly, so Wellworks may timely calculate Fees owed. The format and frequency of eligibility information shall be agreed separately between Client and Wellworks.
- b. If additional Fees are owed, Wellworks will invoice Client accordingly.
- c. If the actual number of eligible Service Recipients was less than the Minimum Commitment in one or more months, Client is not entitled to a credit or refund of Fees.
- d. The Fees charged by Wellworks do not include travel, lodging and meal expenses incurred by Wellworks in connection with providing Services, or the costs of any other services not specifically set forth herein. Travel will be mutually agreed to before such trips are scheduled. Such costs will be invoiced monthly as such expenses are incurred and subject to the payment terms in this Article 5.

5.2 Payment. All amounts payable to Wellworks For You are due and payable within thirty (30) days from the date of such invoice. Client will send all payments to Wellworks in one of the following manners:

By check mailed to the following address:

Wellworks For You
P.O. Box 60034
Harrisburg, PA. 17106

By wire or ACH, per the following instructions:
[please request bank instructions]

- 5.3 Late Payment.** Payments not received within forty-five (45) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- 5.4 Additional Charges, Surcharges, Fees, or Taxes.** Each Party will be responsible for paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.
- a. All Fees are exclusive of governmental or regulatory charges, surcharges or fees, including, without limitation, applicable taxes and duties, such as VAT, GST, excise taxes, sales and transactions taxes, gross receipts tax, insolvency fund fees, guarantee fund fees, public goods pool, graduate medical education, and licensing or any other charges or fees (collectively "Indirect Taxes").
 - b. Wellworks may charge for, and Client will pay, applicable Indirect Taxes that Wellworks is legally obligated or authorized to collect from Client or remit on its behalf.
 - c. Client will provide such information to Wellworks as reasonably required to determine whether Wellworks is obligated to collect Indirect Taxes from Client.
 - d. Wellworks will not collect, and Client will not pay, any Indirect Tax for which Client furnishes Wellworks a properly completed exemption certificate or a direct payment permit certificate for which Wellworks may claim an available exemption from such Indirect Tax.
 - e. All payments made by Client to Wellworks under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Client will pay such additional amounts as are necessary so that the net amount received by Wellworks is equal to the amount then due and payable under this Agreement.
 - f. Wellworks will provide Client with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.
- 5.5 Changes in Fees.**
- a. **Fee Changes Following Initial Three Years of Agreement.** The initial contract rate per eligible Service Recipient is guaranteed for three years, except as described in paragraph b. below. For the avoidance of doubt, certain services not charged on a per eligible Service Recipient rate (such as preventive screenings) are not subject to the three-year pricing guarantee, and fees for such services are based on the Third Party

Provider's then-current rates.

- i. After the initial three-year period, Wellworks shall provide Client at least sixty (60) days' advance written notice of any intended change in Fees (the "Fee Notice").
- ii. If Client agrees to the change in Fees (or otherwise fails to dispute the intended increase as described in paragraph iii. below), then the change shall be effective as specified in the Fee Notice, or as otherwise agreed by the Parties.
- iii. If Client does not agree to the change in Fees, then it shall notify Wellworks within fifteen (15) days of receipt of the Fee Notice, and the Parties shall negotiate in good faith to reach a new Fee agreement.
- iv. If the Parties cannot agree on changes to the Fees prior to the effective date described in the Fee Notice, then either Party may terminate this Agreement in accordance with paragraph 1.2(a)(ii), so long as notice of intent to terminate is given prior to the effective date described in the Fee Notice.

b. Fee Changes Following a Material Change.

- i. In the event that (A) performance of the Services becomes materially more burdensome or expensive due to a change in applicable law, or (B) the total number of eligible employees and/or spouses increases or decreases by 10% or more from the number last used to set Fees, Wellworks may change its fees and shall provide Client at least sixty (60) days' advance written notice of the intended change in Fees (the "Change Notice").
- ii. If Client agrees to the change in Fees (or otherwise fails to dispute the intended increase as described in paragraph iii. below), then the change shall be effective as specified in the Change Notice, or as otherwise agreed by the Parties.
- iii. If Client does not agree to the change in Fees, then it shall notify Wellworks within fifteen (15) days of receipt of the Change Notice, and the Parties shall negotiate in good faith to reach a new Fee agreement.
- iv. If the Parties cannot agree on changes to the Fees prior to the effective date described in the Change Notice, then either Party may terminate this Agreement in accordance with paragraph 1.2(a)(iii), so long as notice of intent to terminate is given prior to the effective date described in the Change Notice.

c. Fee Changes Pursuant to Exhibit. Notwithstanding the foregoing, Wellworks may charge change, cancellation, or other fees as provided in Exhibit A or any other exhibit hereto.

5.6 Indirect Compensation. Except as otherwise noted in Exhibit A, Wellworks does not receive any indirect compensation (e.g., from third parties) related to its provision of Services under this Agreement.

ARTICLE 6. INTELLECTUAL PROPERTY AND DATA OWNERSHIP

6.1 Trademarks. WELLWORKSSM, WELLWORKS FOR YOUSM, the SM logo, My

Pathway to Health, Doctors Direct Healthcare, Inc., the  logo, Know Your Number, and all other trademarks or service marks used by Wellworks in connection with the Services (collectively the “Wellworks Marks”) are trademarks/service marks owned by Wellworks. Client shall not use the Wellworks Marks in any advertising or promotional material, or otherwise, including, but not limited to, any Client literature distributed to Service Recipients, without prior written Wellworks approval, provided, however, that Client may (a) distribute materials provided by Wellworks to Service Recipients in connection with the roll-out of the Services, maintenance of the programs implemented in connection with the Services, and for other purposes intended to promote the use of and participation in the Services by the Service Recipients; and (b) use the Wellworks name to refer Service Recipients to Wellness Products (defined below), for example, in employee handbooks or through a link on Client’s intranet.

6.2 Ownership of Copyright and Other Intellectual Property.

- a. Wellworks is and shall remain the sole and exclusive owner of the following items and all intellectual property associated with those items (collectively the “Wellworks Products”):
 - i. the Services identified in **Exhibit A**, including, without limitation, the Custom Wellness Portal, the Wellworks Smartphone App, My Pathway to Health Wellness Portal and mobile application, and all information, text, designs, graphics, images, trade dress, and other content provided in connection with the Services;
 - ii. all written materials and information distributed by Wellworks; and
 - iii. Wellworks’ website and all portions thereof, including all information, text, designs, graphics, images, trade dress, and other content appearing on Wellworks’ website and/or mobile application (except to the extent such information is specifically identified as belonging to a third party).
- b. Wellworks’ Products are and will remain the sole and exclusive property of Wellworks, whether they are separate or combined with any other property or materials, and irrespective of whether the Wellworks Product was developed based upon suggestions, feedback, recommendations, or other input from Client.
- c. Client acknowledges Wellworks’ exclusive ownership of the Wellworks Products and that Wellworks may use the Wellworks Products for itself or its other customers without restriction. Client and any third party acting on Client’s behalf shall:

- i. use Wellworks Products only as permitted by this Agreement;
 - ii. not use any Wellworks Product for any other purpose, including, without limitation, by reproduction, adaptation, redistribution, republication, modification, or creation of a derivative work, in whole or in part, without the express permission of Wellworks;
 - iii. not reverse engineer, disassemble, or decompile the Wellworks Products or apply any other process or procedure to derive the source code of any software included therein;
 - iv. take no action that could interfere with or diminish Wellworks' right, title, and interest in the Wellworks Products or in Wellworks' intellectual property rights associated with the Wellworks Products;
 - v. not remove any copyright, trademark or similar notices on any Wellworks Products, or otherwise tamper with or bypass any security associated with the Wellworks Products; or
 - vi. at Wellworks' request, include a notice of Wellworks' copyright, trademark, or other rights on any Wellworks Products in Client's possession or in connection with any Wellworks Marks.
- d. In addition, neither Client nor third parties acting on Client's behalf will, or will attempt to:
- i. use the Wellworks Products to violate the security or integrity of any network, computer or communications system, software application, or network or computing device;
 - ii. use, or encourage, promote, facilitate or instruct others to use, the Wellworks Products for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive;
 - iii. access or use the Wellworks Products in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
 - iv. resell or redistribute the Wellworks Products other than as specifically permitted elsewhere in this Agreement.

6.3 Grant of Access and Use. Subject to the terms and conditions of this Agreement, Wellworks hereby grants to Client, and Client hereby accepts from Wellworks, for the Term of this Agreement, a non-exclusive right (not including any right to sublicense or transfer except as expressly permitted elsewhere in this Agreement) to access and use the Services solely for use by or for the benefit of the Service Recipients. Services may include code or scripts protected by copyright or other intellectual property laws. Client shall not use such code, scripts, or Services for any purpose not expressly permitted by this Agreement and shall not use such Services, scripts, code, or trade dress associated with any Services to develop products which are competitive with the Services.

6.4 Data. "Data" means (a) PHI, (b) Confidential Information as defined in Exhibit C, and (c) any other information developed or obtained by Wellworks from Service Recipients, Third Party Providers, or others in connection with the provision of Services hereunder, including but not limited to personally identifiable and de-identified health information, and SRIII.

6.5 Ownership of Data.

- a. **PHI.** Any PHI provided to Wellworks by the Plan, is jointly owned by the Plan and Wellworks. Any PHI collected by Wellworks and/or Third Party Providers as a Covered Entity in connection with the provision of Services (such as biometric screening results or health coaching notes) is owned exclusively by Wellworks.
- b. **SRIII.** Any SRIII collected or received by Wellworks in connection with the provision of Services outside of its capacity as a Covered Entity or Business Associate as defined in HIPAA and **Exhibit B**, is owned exclusively by Wellworks.
- c. **Confidential Information.** Wellworks is the exclusive owner of Wellworks' own Confidential Information. Client and/or the Plan are the exclusive owners of Client's and/or the Plan's Confidential Information.
- d. **Analytics Data.** For the avoidance of doubt and notwithstanding anything to the contrary above or elsewhere in this Agreement, Wellworks is entitled to retain, maintain, and use any de-identified data collected for claims or other analytics purposes in connection with the provision of Services following termination of this Agreement ("Analytics Data"), whether such data is classified as PHI, SRII, or other type of Data.
- e. **Other Data.** To the extent not addressed above, any other Data collected by Wellworks and/or Third Party Providers in connection with the provision of Services is owned exclusively by Wellworks.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representations.

- a. **By the Parties.** Each Party represents and warrants to the other Party that:
 - i. it has all requisite power and authority to enter into this Agreement and any amendments to this Agreement, and to carry out its obligations thereunder; and
 - ii. by entering into this Agreement, it does not and will not violate or constitute a breach of any of its contractual obligations with third parties; and
 - iii. it will comply with all laws that are applicable to that Party in carrying out its obligations under this Agreement.
- b. **By Client.** Client represents and warrants to Wellworks that:
 - i. it has the power and authority to enter into this Agreement on behalf of, and thereby legally bind, the Plan, and
 - ii. it, or the Plan, has obtained all rights and permissions necessary to share the Data it provides Wellworks or its designees.

7.2 Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, WELLWORKS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT; (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE; AND (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS.

ARTICLE 8. GENERAL TERMS

- 8.1 Entire Contract.** This Agreement constitutes the entire contract between Client and Wellworks regarding the Services. Any prior agreements, promises, negotiations, or representations (oral or otherwise) not expressly set forth in this Agreement are of no force or effect. Any Exhibit attached hereto or any future Fee Notice, Change Notice, or amendment is incorporated herein by reference and forms a part of this Agreement. If there is any conflict between this Agreement and any Exhibit attached hereto or any future Fee Notice, Change Notice, or amendment, the terms of the Exhibit, Fee Notice, Change Notice, or amendment will govern.
- 8.2 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. The signature pages to this Agreement may be delivered electronically (e.g., by email, facsimile, DocuSign or similar software, etc.) and shall be deemed effective upon receipt by the receiving Party.
- 8.3 Amendment.** Except as otherwise provided in Section 5.5 with respect to a Fee Notice or Change Notice, no amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by both Parties.
- 8.4 Notices.** Any notice or demand permitted or required under this Agreement shall be in writing, delivered by hand or mailed by certified mail, return receipt requested, or by a recognized overnight carrier which provides proof of receipt. Notice shall be sent, in the case of Wellworks, to the address set forth in Section 5.2 above and, in the case of Client, to the address set forth on the signature page hereto. Although notice may also be provided by email as a courtesy, only notice delivered by hand or mail as described above shall be valid. All notices shall be deemed effective upon the date of actual, confirmed delivery, or, if delivery is refused or mail is unclaimed, upon the date of attempted delivery.
- 8.5 Headings.** The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 8.6 Compliance with Law and Severability.** To the extent possible, the terms of this Agreement shall be interpreted in a manner intended to comply with applicable law. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 8.7 No Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach or violation.
- 8.8 Deadlines in Calendar Days.** Unless otherwise specified elsewhere in this agreement, all references to a specific number of days shall refer to calendar days.
- 8.9 Governing Law, Exclusive Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with applicable federal laws, and the laws of the State of Pennsylvania, without regard to its principles of conflict laws. Any dispute or claim regarding the terms of this Agreement or the provision of Services contemplated hereby shall be resolved exclusively in the state and federal courts located in Chester County,

Pennsylvania and the parties hereby irrevocably consent to the personal jurisdiction and venue of said courts and waive all defenses thereto.

- 8.10 Attorneys' Fees.** In the event Wellworks retains legal counsel to enforce its rights under this Agreement, Wellworks shall be entitled to recover reasonable attorneys' fees, including court costs, incurred in connection therewith from Client.
- 8.11 Independent Contractors.** The Parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither of the Parties, nor any of their respective employees, representatives or agents, shall be construed to be the agent, employee or representative of the other Party for any purpose, except as may be specifically stated in this Agreement.
- 8.12 No Third-Party Beneficiaries.** This Agreement is not, and is not intended or to be deemed to be, for the benefit of any persons, or entities (third-party beneficiaries) not parties to this Agreement, and no such persons or entities may seek to enforce any term, covenant or provision of this Agreement.
- 8.13 Assignment.** Client shall not assign this Agreement without the prior written consent of Wellworks, which consent will not be unreasonably withheld, delayed or conditioned.
- 8.14 Force Majeure.** Neither Wellworks nor Client shall be liable for any failure or inability to perform their respective obligations under this Agreement (other than the obligation to pay for Services provided by Wellworks) for a period of up to forty-five (45) days due to any cause beyond the reasonable control of the non-performing Party, including but not limited to: (a) acts of God; (b) fires, floods, explosions, or earthquakes; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or civil unrest; (d) embargoes or blockades; (e) government order or law; (f) national or regional emergency, including epidemics, quarantine restrictions, unusually severe weather, strikes, labor disputes, loss or interruption of electrical power or other public utility or any similar cause beyond its reasonable control (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall give written notice to the other Party within five (5) days of the Force Majeure Event. Notwithstanding the preceding, the Parties acknowledge and agree that the COVID-19 national emergency shall not be considered a Force Majeure Event except to the extent new lockdowns or restrictions are imposed following the Effective Date of this Agreement.
- 8.15 Confidentiality.** The Parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder, strictly confidential, and to comply with the procedures and requirements set forth on **Exhibit B** with respect to PHI, and the requirements set forth on **Exhibit C** with respect to SR111 and other confidential information as defined in that Exhibit.
- a. Compliance with 42 CFR Part 2.** Wellworks acknowledges that 42 CFR Part 2 ("Part 2") prohibits unauthorized disclosure (as defined in Part 2) of substance use disorder patient records ("SUD Records"). Wellworks will comply with the requirements of Part 2 with respect to SUD Records, if Wellworks creates, receives and/or maintains SUD Records. Wellworks will implement appropriate safeguards to prevent unauthorized uses and disclosures (as contemplated by Part 2) of SUD Records in accordance with 42 CFR § 2.16, and will promptly report any unauthorized uses, disclosures, or breaches to the Plan. Wellworks will not re-disclose SUD Records unless the disclosure is to a contracted agent of Wellworks or the Plan, helping provide the Services to the Plan as described in this Agreement, and there is a written contract between Wellworks

(or the Plan) and the contracted agent that prohibits the re-disclosure of such SUD Records, other than back to Wellworks or the Plan.

8.16 Publicity. Except as may be required by law, all public announcements, if any, regarding the terms of this Agreement shall be coordinated between Wellworks and Client by mutual agreement. Approval of any public announcement will not be unreasonably withheld.

8.17 Non-Solicitation of Staff. During the Term of this Agreement and for a period of eighteen (18) months following its expiration or termination for any reason whatsoever, the Parties shall not: (a) employ, hire, or otherwise retain, or (b) recruit, solicit or otherwise attempt to retain, either on its own behalf or on behalf of any third party, any person who was Wellworks' staff who provided Services to Client, or who was a designee of Client who managed the relationship with Wellworks, at any time during the Term of this Agreement; provided that nothing shall prevent a Party from conducting a general solicitation of employment or hiring an individual in connection with such general solicitation.

Client and Wellworks have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the Effective Date.

EXHIBIT A: SERVICE OFFERINGS

As per Section 2.1 of the Agreement, Client and Wellworks agree that the scope of the Services shall include the following indicated Wellworks For You Services:

Wellness Year: 2025

MANAGEMENT FEES*	PRICE
Minimum of 100 Participants	\$11.00 Per Participant Per Year
Setup Fee	\$500.00 (WAIVED)

TECHNOLOGY	PRICE
Custom Wellness Portal with Smartphone App The Wellness Portal is a secure website portal for Recipients that provides various resources and tracking capabilities related to Client's wellness program. Recipients can also access their personal account through the smartphone app. They can download the app through Apple or Android stores. Features include health metrics, incentive tracking, programs and events calendar, wellness locker (forms, documents, and videos), upload forms, appointment system, incentive tracking, fitness and nutrition dashboard, recipes and grocery lists, and more. Based on the services selected below, these will reflect within the technology.	Included in the Monthly Management Fee
Multi-Factor Authentication (MFA) Enable a Client-wide security measure to increase protection for accessing user accounts. MFA will be present upon every log into the wellness portal and each new login to the mobile application for all Recipients. MFA requires users to present two factors during login to validate their identity. Options include application username, password, mobile number, and email address.	Optional, Client Choice
FILE FEEDS	PRICE
Batch Account Creation Ongoing Monthly Eligibility File Feed (Wellworks preferred excel/CSV format and change only file) Wellworks will create accounts in the Wellness Portal for all current Recipients. Additional costs may apply for more frequent feeds. The file feed must be provided with all necessary fields and within the Wellworks preferred format. This includes a change only file each month with adds/terms only. If the file needs to be manipulated by Wellworks, an additional fee may apply.	Included in the Monthly Management Fee
Account Creation Ongoing Monthly Eligibility File Feed (HRIS Custom Script File Creation) Wellworks will work with the HRIS system (ex: Workday, ADP, UKGPro, etc.) to create an ongoing file feed. The create accounts in the Wellness Portal for all current Recipients. Additional costs may apply for more frequent feeds. An ongoing batch feed is designed to support clients who have both the volume of changes and the IT resources to automate the generation of the file. The file feed creation format and frequency will be agreed upon by Wellworks, Client and HRIS system. If at any time a new HRIS system is setup the fee would apply.	Buy Up

FILE FEEDS (CONTINUED)	PRICE
Single Sign-On Utilize SAML 2.0 Single Sign-On technology via Okta, ADFS, Azure, or the Identity Provider of your choosing to offer your Recipients convenient access to the Wellness Portal. We offer both Identity Provider Initiated Login and Service Provider Initiated Login for flexibility, as well as Account Provisioning functionality to automate the process of creating Wellworks accounts for your Recipients.	Buy Up
Upload Historical Data or Third Party Biometric Data Upload Wellworks will upload historical Biometrics data into the Portal from previous wellness programs or if a third party is setup by the Client, a fee will apply to upload the biometric data into the Wellworks platform.	One Year Historical Data Included in the Monthly Management Fee
MARKETING/COMMUNICATIONS	PRICE
Targeted Communications Wellworks will send targeted emails to Primary Recipients based on sign-up/participation status, including incentive eligibility, upcoming events, and more. Based upon the approved client communication strategy.	Included in the Monthly Management Fee
Program Reminders Wellworks will send program and event reminders via email to all Primary Recipients throughout the year.	Included in the Monthly Management Fee
Program Specific Electronic Marketing Materials Wellworks will design and provide custom electronic marketing materials throughout the wellness year specific to the final wellness plan and contract implemented. Options include posters, flyers, emails, brochures, postcards, electronic announcements and payroll stuffers.	Included in the Monthly Management Fee
Monthly Wellness Newsletter Each month, Wellworks distributes our wellness newsletter to Recipients. Topics generally align with monthly health observances and also include recipes, new health and wellness Smartphone app ideas, and more. Distribution method is determined during implementation.	Optional, Client Choice
Automated Phone Messaging Wellworks will send custom automated messages via phone to Recipients. Pricing is determined by quantity and frequency of automated messages throughout the year.	Buy Up
Texting Platform We can communicate with Primary Recipients or Recipients via texting regarding programs, events, or health coaching sessions. This is an opt-in service.	Buy Up
Print and Ship Materials Wellworks will print and ship marketing brochures, postcards, flyers, etc. directly to Primary Recipients. Pricing is determined by quantity and frequency of print and ship materials per year. While pricing is typically at cost, additional fees may apply in some circumstances.	Buy Up
Material Language Translations Upon request, Wellworks can translate certain marketing materials for an additional cost. Pricing is determined at the time of the request. While pricing is typically at cost, additional fees may apply in some circumstances.	Buy Up

PROGRAM MANAGEMENT/TRACKING/SUPPORT	PRICE
Physician Results Form Tracking & Reporting Recipients can visit their physician and submit their screening results to Wellworks by filling out the Physician Results form. The results will then be uploaded via the Wellness Portal. Can be used in place of completing an onsite screening/lab voucher.	Included in the Monthly Management Fee
Supplemental Preventive Screening Form Tracking Wellworks will track participation for supplemental preventive visits throughout the wellness year, including dental, vision, mammogram, colonoscopy, etc.	Buy Up
Tobacco Attestation Form Tracking Wellworks will track the tobacco status of Recipients through the Wellness Portal or by providing a tobacco affidavit form. The form must be completed by Recipients and returned to Wellworks for tracking and reporting.	Buy Up
Tobacco Cessation Program (e-Learning Series with <u>no</u> Health Coaching) The Wellworks Tobacco Cessation e-Learning Series is an interactive program to help Recipients quit smoking, tobacco, or nicotine use. This six-week, self-study program is designed to educate, inform, and inspire behavioral change. The program contains a pre- and post-module survey, intended to assess readiness to change in an individual, and six (6) modules that each include a video and a quiz. Recipients will receive information to create a personalized quit plan, as well as online resources, to support them through each step of the quitting process.	Buy Up
Tobacco Cessation Program (e-Learning Series <u>with</u> Health Coaching) The Wellworks Tobacco Cessation Program with Health Coaching is an interactive program to help Recipients quit tobacco use, with the help and support of our Health Coaching team. This six-week program is designed to educate, inform, and inspire behavioral change. The program contains a pre- and post-module survey, intended to assess a readiness to change in an individual, and six (6) modules that each include a video and a quiz. Recipients will receive individual attention to create a personalized quit plan, as well as online resources, to support them through each step of the quitting process. Recipients must complete a certain amount of sessions with a Health Coach to complete the program.	Buy Up
Wellness Team/Account Management Wellworks will provide a dedicated Wellness Coordinator for your program who will help meet all of your wellness needs and goals. The Wellworks wellness team will assist in structuring your wellness program, including customization of materials (flyers, posters, etc.), sending communication reminders, upcoming event emails, monthly newsletters, and structuring your incentive program.	Included in the Monthly Management Fee
Wellworks Onsite Representation A Wellworks Representative will come onsite to your location for program rollout and demonstration. Wellworks will distribute promotional items and present the wellness program to your eligible Primary Recipient population.	Buy Up
Telephonic and Digital Customer Service Support Wellworks will provide 24/5/365 call center support and digital FAQ support.	Included in the Monthly Management Fee
Incentive Management Tracking and Reporting Wellworks will work with you in customizing an incentive program to fit your demographics and needs. We will tailor the program to include all wellness event(s) and goals Recipients need to achieve throughout the wellness year to earn the incentive. Recipients will have the ability to view their participation in the Wellness Portal.	Included in the Monthly Management Fee

REPORTING	PRICE
Administrative Access with Real-time Reporting Capabilities Your team will have access to the backend of the Wellness Portal for management and reporting capabilities. Reports include user logins, user registrations, page views, daily steps, event participation, and incentive eligibility.	Included in the Monthly Management Fee
Comprehensive Program Reporting Wellworks will provide comprehensive year-end reporting for program and event participation, incentive eligibility, and more. Reports include, but are not limited to, registration and utilization reporting, challenge participation, incentive tracking reports, health coaching reports, and return on investment and utilization reports.	Included in the Monthly Management Fee
Claims Analytics and Reporting Wellworks is committed to providing our clients with the necessary information to not only manage their healthcare crisis, but to predict future potential risk within the Recipient population. Our analytics solution proactively monitors health and identifies problem areas, determines where to implement targeted solutions, and quantifies savings and return on investment for wellness initiatives. Wellworks will connect with the carrier to pull claims and Rx for analysis.	Buy Up

EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

Note: Capitalized terms appearing in this Exhibit that are not otherwise defined in the Agreement or this Exhibit shall have the meanings ascribed to them under HIPAA.

1. **Scope.** This Wellworks Business Associate Agreement (“BAA”) solely applies to the Protected Health Information that is exchanged between Wellworks and the Plan in connection with Wellworks’ provision of Services to the Plan or Service Recipients in their capacity as Plan participants. For the avoidance of doubt, this BAA does not apply to any Protected Health Information received or created by (i) Third Party Clinical Providers; or (ii) Wellworks in its capacity as a Covered Entity (if applicable).
2. **Permitted Uses and Disclosures by Wellworks.**
 - a. Except as otherwise limited in this BAA, Wellworks may (i) Use or Disclose Protected Health Information as specified in the Agreement, provided that such Use or Disclosure would not violate HIPAA if done by the Plan; or (ii) Use Protected Health Information for the proper management and administration of Wellworks or to carry out the legal responsibilities of Wellworks.
 - b. Except as otherwise limited in this BAA, Wellworks may Disclose the Protected Health Information in its possession to a third party for the proper management and administration or to fulfill any legal responsibilities of Wellworks, provided that:
 - i. The Disclosure is Required by Law; or
 - ii. Wellworks has received from the third party reasonable written assurances that: (A) the information will remain confidential and will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the party; and (B) the third party will notify Wellworks of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - c. Wellworks may Use Protected Health Information for Data Aggregation services related to the Health Care Operations of the Plan.
3. **Obligations and Activities of Wellworks.**
 - a. Wellworks will not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.
 - b. Wellworks will use reasonable and appropriate safeguards to prevent the Use or Disclosure of the Protected Health Information, other than as provided for by this BAA, and in a manner consistent with the requirements of 45 C.F.R. Part 164 Subpart C (with respect to Electronic Protected Health Information) as determined by Wellworks.
 - c. Wellworks agrees to otherwise comply with the applicable requirements of the Security Rule.

- d. Wellworks will report to the Plan:
- i. Any Use or Disclosure of Protected Health Information not provided for by this BAA, including Breaches of Unsecured Protected Health Information; and/or
 - ii. Any Security Incident of which it becomes aware; provided, however, that the Parties agree that Wellworks need not report to the Plan the ongoing existence of common, persistent security threats and inconsequential Security Incidents, including without limitation, “pings” and other broadcast attacks on Wellworks’ firewall, port scans, unsuccessful log-on attempts, to the extent such activity does not result in unauthorized Access to, or Use or Disclosure of, the Plan’s Protected Health Information. Instead, Business Associate shall, upon request from the Plan, report the occurrence of inconsequential Security Incidents in aggregate over a specified reporting period. Notwithstanding the foregoing, if Business Associate detects a suspicious pattern of inconsequential Security Incidents, Business Associate will promptly report same to the Plan.
- e. For any Breach of Unsecured Protected Health Information, Wellworks will report to the Plan the information required by 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach.
- f. Wellworks agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on Wellworks’ behalf have executed a Business Associate Agreement and have agreed to comply with HIPAA, including, but not limited to, the Security Rule.
- g. Wellworks agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Wellworks on behalf of the Plan, available to the Secretary of the Department of Health and Human Services (“Secretary”) for the purposes of the Secretary determining the Plan’s compliance with HIPAA. Nothing in this Section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information.
- h. If Wellworks maintains a Designated Record Set, Wellworks, upon request by the Plan pursuant to its receipt and approval of an Individual’s request, will make Protected Health Information in a Designated Record Set for that Individual available to the Plan to allow the Plan to comply with its obligations to provide access to Individuals of their health information as required by 45 C.F.R. § 164.524.
- i. If Wellworks maintains a Designated Record Set, Wellworks, upon request by the Plan pursuant to its receipt and approval of an Individual’s request, will make Protected Health Information in a Designated Record Set for that Individual available to the Plan, and will incorporate any amendments to such information as instructed by the Plan, to allow the Plan to comply with its amendment obligations as required by 45 C.F.R. § 164.526.
- j. Wellworks will maintain and, upon request by the Plan pursuant to its receipt and approval of an Individual’s request, provide the Plan with the information necessary for the Plan to provide an Individual with an accounting of Disclosures as required by 45 C.F.R. § 164.528.
- k. To the extent that Wellworks is to carry out one or more of the Plan’s obligations under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164 Subpart E, Wellworks shall comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.
- l. Wellworks shall not directly or indirectly receive remuneration in exchange for Protected Health Information unless such remuneration is permissible under HIPAA.

- m. Wellworks (or its agents or subcontractors) will use reasonable efforts to request, Use and Disclose only the minimum amount of Protected Health Information necessary in accordance with 45 C.F.R. §§ 164.502(b) and 164.514(d).

4. Obligations of the Plan.

- a. The Plan shall notify Wellworks of any limitation(s) in the Plan's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Wellworks' Use or Disclosure of Protected Health Information. The Plan will not include any limitations in its notice of privacy practices that limit Wellworks' Use or Disclosure of Protected Health Information under this BAA unless such limitation is Required by Law.
- b. The Plan shall notify Wellworks of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Wellworks' Use or Disclosure of Protected Health Information.
- c. The Plan shall notify Wellworks of any restriction on the Use or Disclosure of Protected Health Information that the Plan has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Wellworks' Use or Disclosure of Protected Health Information. The Plan will not agree to any restriction on the Use or Disclosure of Protected Health Information that limit Wellworks' Use or Disclosure of Protected Health Information under this BAA unless the Plan is legally required to agree to such restrictions.
- d. The Plan shall not request or cause Wellworks to Use or Disclose Protected Health Information in any manner that would not be permissible under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164 Subpart E, if done by the Plan, except for Uses or Disclosures set forth in Section 2 of this BAA.

5. Term and Termination.

- a. Except as provided in paragraph b. of this section, upon termination of the Agreement for any reason, Wellworks shall return or destroy all Protected Health Information. Wellworks shall retain no copies of the Protected Health Information.
- b. In the event that Wellworks determines that returning or destroying the Protected Health Information obtained by Wellworks is infeasible, then Wellworks shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for as long as Wellworks maintains such Protected Health Information. This Section shall survive the termination of the Agreement for any reason.

EXHIBIT C: CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE AGREEMENT

Note: Capitalized terms appearing in this Exhibit that are not otherwise defined in this Exhibit shall have the meanings set forth in the Agreement between Client and Wellworks.

1. **Confidential Information.** “Confidential Information” includes all non-public, confidential, individually identifiable, or proprietary information of such Party and/or Service Recipients, documentation, data, know-how, devices, designs, trade secrets and technology of such party (the “Disclosing Party”) that is received by the other party (the “Receiving Party”), whether obtained by the Receiving Party under this Agreement from the Disclosing Party before or after the execution of this Agreement, without regard to medium of storage or method of transmission of such information, including without limitation:
 - a. all proprietary documents, including but not limited to all product or service descriptions, business plans, bids, proposals, financial data, accounting techniques, reporting methods, memoranda, manuals, handbooks, policies, administrative forms, administrative procedures, workflow, schedules, reporting requirements, and audio or visual recordings developed by the Disclosing Party;
 - b. all computer software and systems developed by the Disclosing Party (including all documentation relating thereto);
 - c. for Wellworks, all Wellworks Products as defined in the Agreement, such as the Health & Wellness Platform/Wellness Portal and mobile application(s), and all proprietary methods, algorithms, logic, techniques, policies, strategies and procedures utilized by Wellworks or provided by Wellworks to Client in connection with the provision of the Services and all intellectual property of Wellworks;
 - d. all SR/II that is not PHI; and
 - e. all other material bearing a “Confidential Information” or similar designation.
2. **Exceptions to Confidential Information.** Client and Wellworks acknowledge that Confidential Information of the Disclosing Party shall not include information which:
 - a. was in the Receiving Party’s possession legitimately and without obligation of confidentiality prior to the initiation of the negotiation of this Agreement;
 - b. is information generally available or becomes available within the public domain other than as a consequence of the Receiving Party’s breach;
 - c. is information rightfully obtained by it through third party sources, provided that such third party source was not bound by a duty of confidentiality relating to the disclosure of such information;
 - d. information that the Disclosing Party authorizes in writing for release; or
 - e. PHI, which is governed by Exhibit B.

3. **Protection and Non-Disclosure of Confidential Information.** Each Party agrees to secure and protect the Confidential Information of the other Party using all commercially reasonable means, but in no event shall such means be less than those used by the Receiving Party to secure and protect its own Confidential Information. Neither Party shall use Confidential Information belonging to the other Party, except as is necessary to accomplish the objectives of the Agreement and the performance of the Services thereunder. Neither Party shall disclose, transfer, publish or display Confidential Information belonging to the other Party to any third parties, unless expressly permitted herein.
4. **Disclosure Required by Law.** If disclosure of Confidential Information is required by law, the Party under such requirement shall, if and when permissible, promptly notify the other Party of the request and impending disclosure so that the other Party may have a reasonable opportunity to object to the request and/or seek an appropriate protective order. Except as provided herein, in no event shall either Party disclose Confidential Information to a third party including a government agency except under a valid order from a court having jurisdiction or under a valid discovery request or subpoena which requires the specific disclosure, nor shall either Party disclose any Confidential Information that is not specifically required be disclosed under applicable law.
5. **Authorized Access.** Client and Wellworks acknowledge that Client may designate specific authorized individuals to receive data and access information portals to view, download or transmit Confidential Information. It is Client's responsibility to notify Wellworks if the authorized access of any individual is to be added, changed or deleted. Client may also designate authorized third-parties such as a broker or consultant who may receive information regarding Client's account with Wellworks. Client shall ensure, and be solely responsible for ensuring, that any disclosure of Confidential Information or information regarding Client's account with Wellworks to individuals or third parties designated under this Section complies with this Agreement and with any laws that apply to Client.
6. **Acknowledgments.** Client and Wellworks acknowledge that the Disclosing Party's Confidential Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable information developed at substantial expenditure of time, effort and money. Client and Wellworks further acknowledge that any disclosure of Confidential Information to it by the other Party is done in reliance upon the Receiving Party's representations and covenants in this Agreement.

[Signature Page Follows]

For Wellworks:

Signature

By: Thomas M. Tegler, CEO

Date

For Client:

For the Employer

City of Hibbing

Client Name

Signature

By:

Printed Name and Title

Date

WELLNESS PROGRAM INTAKE FORM

Submit the completed Intake Form to IntakeForm.Usi@wellworksforyou.com.

Please Note: The implementation period is a one-month time frame. This is predicated on the signed contract and eligibility file being received by Wellworks in a timely fashion.

COMPANY INFORMATION

USI TEAM

USI PHM: Suzanne Stanton

USI Account

Manager: Lynsey Suapaia

USI Rep Email: Suzanne.Stanton@usi.com

USI Region: lynsey.suapaia@usi.com

CLIENT CONTACT INFORMATION

Company Name: City of Hibbing

Phone Number: 218-312-1574

Contact Name: Angela Kleffman

Email: angelakleffman@hibbingmn.gov

Address: 401 East 21st Street

City: Hibbing

State: MN

Zip Code: 55746

BILLING INFORMATION

☐ Check here if same as Client Contact information.

Contact Name: Myranda Seopa

Address: 401 E 21st Street, Hibbing, MN 55746

Phone: 218-403-7565

Email: accountspayable@hibbingmn.gov

COMPANY INFORMATION

Med. Insurance

Carrier: AmeriHealth Administrators

Open Enrollment

Dates: Tentatively 11/12-11/22

Requested

Launch Date: October 1, 2025

Medical Renewal

Dates: 1/1/2026

Please Note: Wellworks For You requires 14 days to provide wellness program materials after contract is signed and executed, and eligibility file is received.

ELIGIBILITY FOR WELLNESS PROGRAM

Check all that apply:

- | | |
|---|--|
| ☐ All Employees | ☐ All Spouses |
| ☒ Employees covered by medical plan | ☐ Spouses covered by medical plan |
| ☐ Employees eligible for medical plan | ☐ Spouses eligible for medical plan |
| ☐ Eligible Employee Count: <u>190</u> | ☐ Eligible Spouse Count: _____ |
- Is employee incentive contingent upon spouse completion? ☐ Yes ☐ No

SERVICES

☒ PHYSICIAN RESULTS FORM

- Appointment must be made between: October 1, 2025 and September 30, 2026
- Are participants required to complete a blood draw (Biometrics) at the doctor's office to receive an incentive? ☐ Yes ☒ No
- Form submission deadline: September 30, 2026

☐ TOBACCO ATTESTATION FORM

- Form submission deadline: _____
- Is Tobacco Cessation program required for tobacco users? ☐ Yes ☐ No

☐ TOBACCO CESSATION PROGRAM

- Program Type: ☐ Learning Series w/no coaching
☐ Two (2) coaching calls for \$60/participant
☐ Learning series + Two (2) coaching calls for \$60/participant
- Program completion date: _____

☐ SUPPLEMENTAL PREVENTIVE SCREENINGS

- Screening Type*: ☐ Dental ☐ OB/GYN Visit
☐ Vision ☐ Prostate
☐ Colonoscopy ☐ Dermatology/Skin Cancer Screening
☐ Mammogram ☐ Flu Shot
- Number of screenings required (Choose up to three (3) exams): _____
- Form(s) submission deadline: _____

**Please check with your USI compliance team to ensure compliance of the preventative screenings.*

INCENTIVES

Check one (1) incentive type below. Please type the description the way you would like it to appear in the program materials.

Incentive Type	Incentive Description	Effective Date
☒ Combined Participant must complete all requirements to earn an incentive	If you are enrolled as a single, single +spouse, single+child(ren), or family, you must complete the requirements in order to receive a \$50/month health insurance premium differential. Incentive applies to only enrolled employees	1/1/2027
☐ Separate Participant can complete one part of the program to earn an incentive		
Physician Form Incentive		
Tobacco Form/Cessation Program incentive		
Preventative Exam Form Incentive		

CENSUS ELIGIBILITY FILE

✓	ELIGIBILITY FILE TYPE	DESCRIPTION	COST
☐	Ongoing Automated Eligibility File	Client/HRIS vendor generates eligibility file > Client/HRIS vendor drops file to Wellworks SFTP > Wellworks runs file via automated processing tool <i>*Can request Eligibility Specification format from Wellworks</i>	NO COST
☐	Custom Eligibility File	Client/HRIS vendor generates eligibility file > Client/HRIS vendor drops file to Wellworks SFTP > Wellworks to manipulate data and build custom processing tool	Cost to be determind
☐	One-time Eligibility File w/ Self-Registration	Client/HRIS vendor generates eligibility file > Wellworks to upload eligibility file for account creation > Participants self-register on Portal moving forward	NO COST

NEW HIRES

Please specify the new hire policy below. The recommended policy for new hires is to grandfather them into the wellness incentive for the first year with a three (3) month lookback period. Example for program deadline of October 31st: If you were hired after August 1st you will be grandfathered into the wellness incentive.

Please type this the way you would like it to appear in the program materials.

Employee Status	Date	Policy
Employees (check below) ☒ Benefit eligible before ☐ Hired before	7/1/2026	Required to complete the physician sign-off form by September 30, 2026 in order to receive credit in 2027 for completion of the program.
Employees (check below) ☒ Benefit eligible after ☐ Hired after	7/1/2026	Not required to complete the physician sign-off form for the plan year and rather will automatically receive credit in 2027 for

COMMUNICATIONS

Check all that apply:

- ☐ Company opts-in to have Wellworks send email reminders to members at the 6-month, 4-month, and 2-month mark
- ☐ Monthly Newsletter (delivered via email)
- ☐ Company opts-in for a program launch email (Welcome Email)

Who should be given admin access on the Wellness Portal?

(Admin access allows user to run reports real time to check participation. Whoever is listed above will receive admin access on their portal account and be provided the admin access guide.)

REPORTING

Wellworks will provide monthly participation reports to contacts included on the first page of this intake form by the 7th of each month starting after the launch of program and ending the month of the program deadline. Wellworks will provide Final Reports which include the incentive eligibility and biometric aggregate report at maximum four (4) weeks after the program deadline listed on the second page of this intake form.

	QTY	Service Type	Price
☐		Translation of Program Guide	Pricing provided upon request.
☐		Additional electronic flyers	\$150.00/design
☐		Postcards (4x6)	\$75/design (Print & Ship: Additional \$1.45/postcard)
☐		Posters (20x16)	\$150/design (Print & Ship: Additional \$35.00/poster)
☐		Print & Ship Packets	Pricing provided upon request.
☐		Biometric Data Transfer	\$150.00/year of data transferred
☐		Homepage Banners	\$150.00/banner
☐		Texting (includes two (2) texts per program year)	\$1.00/participant per year
☐		Additional Communication (pop-up portal message, scrolling portal banner, push notification)	\$50.00/communication
☐		Additional Targeted Email	\$100.00/email
☐		Additional Reports (outside of the monthly report)	Pricing provided upon request.
☐		Manual Monthly Eligibility File Feed	\$250.00/month (Automated Feed: No Cost)

PRICING GUIDE		Proposed Plans		
	Premium 1	Premium 2	Premium 3	Premium 4
	Tracking Physician Form	Tracking Physician and Preventative Form	Tracking Physician and Tobacco Form	Tracking Physician, Tobacco and Preventative Form
FEES (Assuming Minimum of 100 Participants for Premium 1 – 4)	\$11.00/ Participant	\$16.00/ Participant	\$16.00/ Participant	\$19.00/ Participant
IMPLEMENTATION TIMELINE	30-60 Days	30-60 Days	30-60 Days	30-60 Days
Check if interested	☒	☐	☐	☐

NOTES

- ☐ **RENEW AS IS:** By selecting this box, you are confirming that you are renewing your current program as is, without any changes to the current information we have on file. This includes eligibility, incentive structure, new hire policy, program design, and wellness year.

PLEASE NOTE: Even if you select to renew the program as is, your program fees will increase based on the communicated 2022 rates effective October 1, 2021 and after.



WELLNESS PROGRAM DETAILS

CITY OF HIBBING

USI PHM Contact	Suzanne Stanton
USI Account Executive	Lynsey Suapaia
USI Rep Email	Lynsey.Suapaia@usi.com
Company Name	City of Hibbing
Company Address	401 East 21 st Street Hibbing, MN 55746
Medical Insurance Carrier	AHA
Program Effective Date	January 1, 2027

PROGRAM DETAILS

✓	Services	
☒	Physician Results Form	
	Appointment must be made between:	October 1, 2025 – September 30, 2026
	Are participants required to complete a blood draw at the doctor's office to receive an incentive?	No
	Form submission deadline:	September 30, 2026
☐	Tobacco Attestation Form	
☐	Tobacco Cessation Program	
☐	Supplemental Preventative Screenings	

Eligibility: All employees covered by the Brady Martz 2025 medical/rx plans

INCENTIVES

✓	Incentive Type	Incentive Description	Effective Date
☒	Combined (participants must complete all requirements to earn an incentive) Incentive applies to only enrolled employees	If you are enrolled as a single, single +spouse, single+child(ren), or family, you must complete the requirements in order to receive a \$50/month health insurance premium discount	January 1, 2027
☐	Separate (participants can complete one part of the program to earn an incentive)		

NEW HIRES

Employee Status	Date	Policy	Effective Date
Employees benefit eligible <i>before</i>	July 1, 2026	Required to complete the physician sign-off form by September 30, 2026 in order to receive credit in 2027 for completion of the program.	January 1, 2027
Employees benefit eligible <i>after</i>	July 1, 2026	Not required to complete the physician sign-off form for the plan year and rather will automatically receive credit in 2027 for completion of the program.	January 1, 2027



August 6, 2025

Department of Iron Range Resources & Rehabilitation
4261 US Hwy 53
Eveleth, MN 55734

RE: Letter of Support for North St. Louis County Habitat for Humanity Funding Request

Dear Commissioner Rukavina and IRRRB Board Members,

On behalf of the Mayor and City Council of Hibbing, we write to express our strong and enthusiastic support for the funding request submitted by North St. Louis County Habitat for Humanity (NSLCHFH). This funding is critical to advance six new home construction projects planned for 2025, including much-needed housing within our city.

The City of Hibbing has a long-standing and productive partnership with Habitat for Humanity that has resulted in tangible benefits for our residents and neighborhoods. Since 2001, thirty-seven local families have been able to call Hibbing home through Habitat's efforts. This includes successful projects in the Brooklyn neighborhood, where Habitat helped remediate and rebuild eight new homes. Additionally, our annual collaboration ensures timely conveyance of city-owned lots for new home construction, and our local high school construction program—run in partnership with Habitat—has educated students while serving seventeen local families.

These investments could not come at a more critical time. The City recently completed a Comprehensive Housing Needs Analysis (October 2023) which projects demand for over 1,200 new housing units through 2035, with a nearly even split between general-occupancy and age-restricted senior housing. The need spans price points and housing types—from entry-level single-family homes to affordable rental units. Yet, new construction has averaged just nine homes per year, far below projected need. By mid-July 2025, there were only approximately 45 single-family homes actively listed for sale in Hibbing—just a modest increase from 39 in late 2023, but still exceptionally low and well below the pace needed to meet projected housing demand. The shortage of modern, energy-efficient, move-in-ready homes puts additional strain on our workforce, seniors, and young families. Many available homes require substantial rehabilitation.

Moreover, Hibbing is a regional job center, importing over 4,000 workers daily—many of whom would choose to live locally if suitable, affordable housing were available. Our employers consistently cite housing shortages as a barrier to attracting and retaining talent.

Habitat for Humanity's record of efficient, community-based development makes them a uniquely qualified partner in addressing these pressing needs. Their stewardship of public and private funds, inclusive volunteer model, and lasting impact on workforce and family stability aligns directly with the goals of the City of Hibbing and the Iron Range region. We urge you to support this request, which will help Habitat deliver lasting, high-impact housing solutions to Hibbing and neighboring communities. Your investment in this work will bring measurable value to our economy, neighborhoods, and future generations.

Sincerely,

Mayor Pete Hyduke
401 East 21st Street, Hibbing, MN 55746
(218) 969-3067 | petehyduke@hibbinmn.gov

July 1, 2025

Proposal QTB217701

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

Re: Proposal for Environmental Consulting Services
Cobb Cook Place (Parcel ID#s 139-0050-04672, 139-0050-04676)
Hibbing, Minnesota

Dear Ms. Olivanti:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for environmental consulting services related to the redevelopment of the referenced site. This proposal will outline the Scope of Services and provide estimated costs for the proposed work. Our Proposal includes completion of the following services:

- Completion of two seasonal rounds of sub-slab vapor sampling.
- Preparation of a Response Action Plan (RAP) and/or Construction Contingency Plan (CCP) to detail potential response actions proposed during construction of the proposed residential apartment building at the Site.
- Project Management and Reporting related to the above tasks, including assistance with participation in the MPCA Brownfield Program and pursuit of appropriate approvals and assurance letters.

Background

Braun Intertec conducted a Phase I Environmental Site Assessment (Phase I ESA) of the Site. The Phase I ESA report is dated June 10, 2025. The Site consists of two parcels (Parcel ID# 139-0050-04672 and 139-0050-04676) totaling approximately 5.96 acres is currently undeveloped and consists of wooded and grassy areas.

The Phase I ESA identified the following Recognized Environmental Conditions (RECs):

- The former Hibbing Manufactured Gas Plant facility, a Minnesota Superfund site, historically operated to the southeast of the Site and they discharged their waste into the wetland-type area bordering the southeastern portion of the Site. Readily available documents indicate that there are at least three monitoring wells located on the central portion of the Site associated with the investigation of the former gas plant, and that groundwater flow from the wetland discharge area flows to the west (towards the Site). In addition, multiple bulk plants were historically located on properties located between 500 and 700 feet to the south and southeast of the Site. It is our opinion that the location of the Site in relation to the former Hibbing Manufactured Gas Plant facility and historical bulk plants, and documented groundwater contamination on the Site, represents a REC.

Braun Intertec Corporation conducted a Limited Phase II Environmental Site Assessment (Limited Phase II ESA) of the Site. The Phase II ESA report is dated June 10, 2025. The Phase II ESA was conducted in concurrence with a preliminary Geotechnical Evaluation and included collection of soil samples at six locations on the Site. Soil sampling results did not identify contaminants exceeding applicable regulatory criteria.

Groundwater was not encountered during the Limited Phase II ESA; therefore, groundwater samples were not collected for laboratory analysis. Based on well and boring records for the monitoring wells located nearby the Site, groundwater is expected to be present on the Site at depths ranging from 25 to 30 feet below ground surface (bgs). According to information obtained from the MPCA Groundwater Contamination Atlas webpage, various concentrations of petroleum and non-petroleum related compounds have historically been detected on the Site, some of which exceed current regulatory standards.

Scope of Services

We understand that the City of Hibbing and the Housing and Redevelopment Authority of Hibbing (Hibbing HRA) are planning to redevelop the Site as Cobb Cook Place, a proposed 3-story apartment complex with a footprint of approximately 30,000 square feet. The City of Hibbing would like to pursue available assurance letters including a No Association Determination and a Completion of Vapor Assessment letter for the property. We propose to enroll the Site in the MPCA Brownfields Program on your behalf and provide Phase I and Phase II ESA reports for MPCA review.

Task 1: Soil Vapor Sampling and Analytical Testing (Two Seasonal Rounds)

As required by MPCA Best Management Practices, two seasonal rounds (heating season and non-heating season) of soil vapor sampling are proposed to evaluate potential requirements for sub-slab vapor mitigation. Based on the MPCA requirements for a 30,000-square foot building, we propose to collect eight samples during each of two seasonal rounds: Non-Heating Season (April 1 through October 31) and Heating Season (November 1 through March 31). Samples will be submitted to a certified laboratory for analysis of VOCs by EPA Method TO-15.

Task 2: Response Action Plan/Construction Contingency Plan

Braun Intertec will prepare a Response Action Plan (RAP) and/or Construction Contingency Plan (CCP) for the proposed project. If warranted based on the results of the sampling described above, the RAP will be prepared to provide procedures for the management of contaminated soil that may be encountered during redevelopment, as well as a possible vapor mitigation system (if soil vapor concentrations are detected during a future sampling event that exceed MPCA criteria). This proposal does not include costs for vapor mitigation design in the event that mitigation is required.

The CCP provides a plan to evaluate and manage other environmental issues that may arise during redevelopment of the Site. The RAP/CCP document should be submitted to the MPCA for review and approval prior to the start of construction.

Task 3: Project Management and Reporting

We will provide interim reports describing the results of the soil vapor sampling. After completion of the project, we will prepare a Response Action Plan Implementation Report for MPCA review. The report will summarize site activities and request issuance of appropriate assurance letters. Oversight during RAP implementation and preparation of the RAP/CCP Implementation Report is not included in this proposal.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Task 1 – Soil Vapor Sampling and Analytical Testing (Two Rounds)	
<i>Field Labor and Expenses</i>	\$4,940
<i>Laboratory Analytical</i>	\$5,060
<i>Push Probe (Subcontractor)</i>	\$4,485
Subtotal	\$14,485
Task 2 – RAP/CCP Preparation	5,074
Task 3 – Project Management and Reporting	<u>4,896</u>
Total Estimated Costs	\$24,403

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$24,403 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

We will initiate the scope of work upon your authorization. Sub-slab vapor samples will be collected during the non-heating season within 2-3 weeks following authorization.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to evaluate the potential presence of soil, groundwater, and/or soil vapor contamination and debris. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site. If field conditions indicate the need for additional soil borings or sample collection and analysis, Braun Intertec will contact you for authorization before proceeding. Further, please note that identification of contamination may require the property owner to notify the MPCA of an identified

release, and additional investigation may be required to evaluate the extent of impacts and to obtain applicable liability assurance letters from the MPCA.

The proposed investigation includes collection of electronic data regarding sample locations, field screening results, and analytical results. If the Site is enrolled in an MPCA program, Braun Intertec will submit the electronic data to the MPCA's Environmental Quality Information System (EQulS), which is required by MPCA to obtain approvals.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version ***only***. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy as notification of acceptance and authorization to proceed***. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.263.8869 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Senior Manager, Senior Scientist



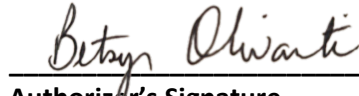
Michael T. Beck, PE
Vice President, Principal Engineer

Attachments:
General Conditions – (11/4/24)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

City of Hibbing

Authorizer's Firm



Authorizer's Signature

Betsy Olivanti

Authorizer's Name (please print or type)

Community Development Director

Authorizer's Title

07/25/2025

Date

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

July 1, 2025

Proposal QTB217700

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

Re: Proposal for Environmental Consulting Services
Missabe Manor (Parcel ID# 140-0290-00619)
Hibbing, Minnesota

Dear Ms. Olivanti:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for environmental consulting services related to the redevelopment of the referenced site. This proposal will outline the Scope of Services and provide estimated costs for the proposed work. Our Proposal includes completion of the following services:

- Soil Sampling during removal of surficial solid waste and debris.
- Completion of two seasonal rounds of sub-slab vapor sampling.
- Preparation of a Response Action Plan (RAP) and/or Construction Contingency Plan (CCP) to detail potential response actions proposed during construction of the proposed residential apartment building at the Site.
- Project Management and Reporting related to the above tasks, including assistance with participation in the MPCA Brownfield Program and pursuit of appropriate approvals and assurance letters.

Background

Braun Intertec conducted a Phase I Environmental Site Assessment (Phase I ESA) of the Site. The Phase I ESA report is dated June 10, 2025. The Site consists of one parcel (Parcel ID# 140-0290-00619) totaling approximately 4.71 acres is currently undeveloped and consists of wooded and grassy areas.

The Phase I ESA identified the following Recognized Environmental Conditions (RECs):

- From the 1950s through the early-2000s, the Site appears to have been utilized as a storage yard by the adjoining industrial property to the north and/or the former gas plant to the south of the Site. During the Site reconnaissance, approximately 100 deteriorated steel drums and other solid waste and debris including a fuel truck, aboveground storage tank (AST), concrete culverts, and tires were observed in the wooded area on the northeastern Site parcel. Most or all of the drums appeared to be empty, and their former contents are not known. No stained soil or petroleum/chemical odors were observed in the area surrounding the drums. However, snow cover partially obscured the view of the ground surface. Given the apparent past uses for industrial storage and poor condition of the drums and the AST, it is our opinion that the historical use of the Site as a storage area by an industrial business represents a REC for the Site.
- The former Hibbing Manufactured Gas Plant facility, a Minnesota Superfund site, historically operated to the south of the Site and they discharged their waste into the wetland-type area bordering the south portion of the Site. It is our opinion that the location of the Site in relation to the former Hibbing Manufactured Gas Plant facility and documented groundwater contamination on the Site represents a REC.

Braun Intertec Corporation conducted a Limited Phase II Environmental Site Assessment (Limited Phase II ESA) of the Site. The Phase II ESA report is dated June 10, 2025. The Phase II ESA was conducted in concurrence with a preliminary Geotechnical Evaluation and included collection of soil samples at four locations on the Site. Soil sampling results did not identify contaminants exceeding applicable regulatory criteria. The Limited Phase II ESA Report recommended that solid waste present on the Site should be properly disposed of at a facility that can accept such materials. During the removal of the drums and tanks, it is recommended that an environmental technician be present to observe the soils beneath these removed items. Additional soil analysis may be warranted based on field observations at the time of solid waste removal.

Groundwater was not encountered during the Limited Phase II ESA; therefore, groundwater samples were not collected for laboratory analysis. Based on well and boring records for the monitoring wells located nearby the Site, groundwater is expected to be present on the Site at depths ranging from 25 to 30 feet below ground surface (bgs). According to information obtained from the MPCA Groundwater Contamination Atlas webpage, various concentrations of petroleum and non-petroleum related compounds have historically been detected on or nearby the Site, some of which exceed current regulatory standards. A figure provided by the Client indicates that groundwater contamination associated with the former Hibbing Gas Manufacturing Plant facility extends onto the southern portion of the Site.

Scope of Services

We understand that the City of Hibbing and the Housing and Redevelopment Authority of Hibbing (Hibbing HRA) are planning to redevelop the Site as Missabe Manor, a proposed 3-story apartment complex with a footprint of approximately 30,000 square feet. The City of Hibbing would like to pursue available assurance letters including a No Association Determination and a Completion of Vapor Assessment letter for the property. We propose to enroll the Site in the MPCA Brownfields Program on your behalf and provide Phase I and Phase II ESA reports for MPCA review.

Task 1: Soil Sampling during Debris Removal

We understand that the City of Hibbing will begin removal of solid waste and debris from the Site in the summer or fall of 2025. We recommend that an environmental technician with asbestos inspector credentials be on-Site during the solid waste and debris removals. Our field personnel will conduct environmental monitoring including organic vapor screening using a photoionization detector (PID) and observing soil beneath removal materials (tanks, drums and potentially other areas) for visual and olfactory evidence of contamination. During removal, soil samples will be collected from surficial soils beneath tanks and drums and other selected areas.

For the purpose of this proposal, it is assumed that two eight-hours days will be required for field screening and sampling activities. It is also assumed that up to five soil samples will be collected for characterization of soil conditions in the solid waste and debris removal areas. The soil samples will be submitted for analysis of the following parameters:

- VOCs using United States Environmental Protection Agency (EPA) Method 8260 (assume five samples)
- SVOCs using EPA Method 8270 (assume five samples)
- DRO using the Wisconsin Department of Natural Resources Method (WDNR) (assume five samples)
- GRO using the WDNR Method (assume five samples)
- Eight RCRA metals using EPA Methods 6010 and 7471 (assume five samples)
- Cyanide using EPA Method 9012 (assume five samples)
- PFAS using EPA Method 1633 (assume two samples)

Task 2: Soil Vapor Sampling and Analytical Testing (Two Seasonal Rounds)

As required by MPCA Best Management Practices, two seasonal rounds (heating season and non-heating season) of soil vapor sampling are proposed to evaluate potential requirements for sub-slab vapor mitigation. Based on the MPCA requirements for a 30,000-square foot building, we propose to collect eight samples during each of two seasonal rounds: Non-Heating Season (April 1 through October 31) and Heating Season (November 1 through March 31). Samples will be submitted to a certified laboratory for analysis of VOCs by EPA Method TO-15.

Task 3: Response Action Plan/Construction Contingency Plan

Braun Intertec will prepare a Response Action Plan (RAP) and/or Construction Contingency Plan (CCP) for the proposed project. If warranted based on the results of the sampling described above, the RAP will be prepared to provide procedures for the management of contaminated soil that may be encountered during redevelopment, as well as a possible vapor mitigation system (if soil vapor concentrations are detected during a future sampling event that exceed MPCA criteria). This proposal does not include costs for vapor mitigation design in the event that mitigation is required.

The CCP provides a plan to evaluate and manage other environmental issues that may arise during redevelopment of the Site. The RAP/CCP document should be submitted to the MPCA for review and approval prior to the start of construction.

Task 4: Project Management and Reporting

We will provide interim reports describing the results of the sampling activities described above. After completion of the project, we will prepare a Response Action Plan Implementation Report for MPCA review. The report will summarize site activities and request issuance of appropriate assurance letters. Oversight during RAP implementation and preparation of the RAP/CCP Implementation Report is not included in this proposal.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Task 1 – Soil Sampling and Analytical Testing during Debris Removal	
<i>Field Labor and Expenses</i>	\$3,224
<i>Laboratory Analytical</i>	\$4,255
<i>Subtotal</i>	\$7,479
Task 2 – Soil Vapor Sampling and Analytical Testing (Two Rounds)	
<i>Field Labor and Expenses</i>	\$4,940
<i>Laboratory Analytical</i>	\$5,060
<i>Push Probe (Subcontractor)</i>	\$4,485
<i>Subtotal</i>	\$14,485
Task 3 – RAP/CCP Preparation	5,694
Task 4 – Project Management and Reporting	<u>4,995</u>
<i>Total Estimated Costs</i>	\$32,653

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$32,653 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

We will initiate the scope of work upon your authorization. Our staff will be available for soil screening and sampling during removal of solid waste and debris by the City of Hibbing with reasonable (1-2 days) notice. Sub-slab vapor samples will be collected during the non-heating season within 2-3 weeks following authorization.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to evaluate the potential presence of soil, groundwater, and/or soil vapor contamination and

debris. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site. If field conditions indicate the need for additional soil borings or sample collection and analysis, Braun Intertec will contact you for authorization before proceeding. Further, please note that identification of contamination may require the property owner to notify the MPCA of an identified release, and additional investigation may be required to evaluate the extent of impacts and to obtain applicable liability assurance letters from the MPCA.

The proposed investigation includes collection of electronic data regarding sample locations, field screening results, and analytical results. If the Site is enrolled in an MPCA program, Braun Intertec will submit the electronic data to the MPCA's Environmental Quality Information System (EQulS), which is required by MPCA to obtain approvals.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

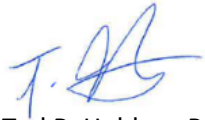
After reviewing this proposal, ***please sign and return one copy as notification of acceptance and authorization to proceed***. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.263.8869 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Senior Manager, Senior Scientist



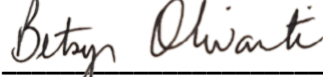
Michael T. Beck, PE
Vice President, Principal Engineer

Attachments:
General Conditions – (11/4/24)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

City of Hibbing

Authorizer's Firm



Authorizer's Signature

Betsy Olivanti

Authorizer's Name (please print or type)

Community Development Director

Authorizer's Title

07/25/2025

Date

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



CITY WORKS **GOLF** **SCRAMBLE**

WHO CAN DETHRONE THE PUC??

MONDAY AUGUST 18TH 2025

SHOTGUN START AT 4PM!

REGISTRATION CUT OFF AT 3:00PM

NINE HOLES

3 PERSON SCRAMBLE

\$90 PER TEAM



ON COURSE GAMES,

BEVERAGE CART AND FUN!

DINNER, PRIZES AND AWARDS TO FOLLOW

**REGISTER BY AUG 11TH BY CALLING 218-362-5950 OR
EMAIL RANDY@HIBBINGMUNI.COM**

MAKE CHECKS PAYABLE TO HIBBING MUNI, WE ACCEPT CARDS, CHECKS AND CASH



401 E. 21st Street
Hibbing, MN 55746
218-312-1560
Hibbingmn.gov

Date Received: _____

Council Mtg Date: _____

APPLICATION FOR FILMING / MOTION PICTURE PRODUCTION PERMIT

Applications are subject to council approval before the commencement of production.

Company Name: _____

Company Address: _____
City State Zip Code

Phone Number: _____

Name of Company Contact Person: _____

Address: _____
City State Zip Code

Telephone: _____ Email: _____

Location(s) of Production *(be specific as possible, i.e., street, intersection):*

Date(s) of Production: _____

Hours of Production: from _____ a.m./p.m. to _____ a.m./p.m.

Number of people involved/crew: _____ Number of vehicles on site: _____

Description/ Type of production:

Will filming require the closure of streets or sidewalks? If yes, provide a brief description of anticipated street or sidewalk closures (including time of day, hours, and duration):

Anticipated use of City resources (such as 'no parking signs,' barricades, etc.)

By submitting this application, the applicant agrees to promptly reimburse the City for any extraordinary expenses incurred in connection with the production. These expenses may include, but are not limited to, costs associated with personnel and equipment required to support the production. An estimate of these costs will be provided to the applicant prior to the issuance of the permit. Please note, the City is not obligated to provide personnel or equipment. Requests for such resources may require approval from the City Council.

Signature of Applicant: _____ Date: _____

Printed Name: _____ On behalf of Company: _____

MOTION PICTURE PRODUCTION PERMIT APPLICATION INSTRUCTIONS

The City of Hibbing welcomes film production companies and strives to facilitate a smooth and successful filming experience. This application is designed to help coordinate logistics while ensuring minimal disruption to residents and businesses.

APPLICATION SUBMITTAL REQUIREMENTS:

- Completed and sign application.
- Proof of general liability insurance coverage in the amount of at least \$1,000,000.00, with City of Hibbing named as an additional insured.
- A performance bond may be required based on the applicant's use or modification of public and/or private property.

APPLICANT INFORMATION:

- Name of Production Company (including address and phone number)
- Name of Authorized Contact for Service of Process (including address and contact information)

STATE LOCATION OF PRODUCTION: Provide a description of the filming locations within the City of Hibbing, including specific streets, public parks, or other public areas that will be used.

PRODUCTION DETAILS:

- Type of Production (e.g., feature film, short film, commercial, documentary, etc.)
- Summary of the project, including story/subject
- Dates of filming, including setup and completion dates
- Estimated number of cast and crew on-site
- Estimated number of production vehicles on-site

ANTICIPATED USE OF CITY RESOURCES AND WORKFORCE: Describe any services required from the city, including personnel (police, fire, public works, etc.) and equipment (squad cars, traffic control equipment, fire trucks, plow trucks, etc.). Indicate the purpose of these requests.

DESCRIPTION OF STREET OR SIDEWALK CLOSURES: Provide details on any anticipated closures of City streets, sidewalks, or other public areas (e.g., parks, playgrounds, beaches). Include the duration and specific locations of closures. Note that closures of State or County highways require approval from the Minnesota Department of Transportation and/or the County Public Works Department.

SIGNATURE OF APPLICANT: The application must be signed by an authorized representative of the production company, who assumes responsibility for compliance with the City of Hibbing regulations governing motion picture productions.

For questions, contact: Call City Clerk/Deputy Administrator Candie Seppala at 218-312-1560 or email her at candieseppala@hibbingmn.gov.



401 E. 21st Street
Hibbing, MN 55746
218-312-1560
Hibbingmn.gov

Date Received: _____
Council Mtg Date: _____

APPLICATION FOR FILMING / MOTION PICTURE PRODUCTION PERMIT

Applications are subject to council approval before the commencement of production.

Company Name: Creative Arcade

Company Address: 371 Canal Park Drive, Suite 212, Duluth, MN 55802
City State Zip Code

Phone Number: (218) 390-3452

Name of Company Contact Person: Phil Davidson

Address: 371 Canal Park Drive, Suite 212, Duluth, MN 55802
City State Zip Code

Telephone: (218) 390-3452 Email: phil@creativearcade.design

Location(s) of Production (be specific as possible, i.e., street, intersection):

Bennett Park
505 16th St East
Hibbing, MN 55746

Date(s) of Production: August 7, 2025

Hours of Production: from 1:00 PM a.m./p.m. to 8:00 PM a.m./p.m.

Number of people involved/crew: 6 Number of vehicles on site: 4

Description/ Type of production:

We will be filming a commercial for Fairview Range. Our four scenes include Pickleball, a family eating ice cream at an ice cream truck, a Miracle League game, and a concert.

Will filming require the closure of streets or sidewalks? If yes, provide a brief description of anticipated street or sidewalk closures (including time of day, hours, and duration):

No

Anticipated use of City resources (such as 'no parking signs,' barricades, etc.)

None

By submitting this application, the applicant agrees to promptly reimburse the City for any extraordinary expenses incurred in connection with the production. These expenses may include, but are not limited to, costs associated with personnel and equipment required to support the production. An estimate of these costs will be provided to the applicant prior to the issuance of the permit. Please note, the City is not obligated to provide personnel or equipment. Requests for such resources may require approval from the City Council.

Signature of Applicant:  Date: 8/1/2025
Printed Name: Phil Davidson On behalf of Company: Creative Arcade



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE 844-357-0403 (A/C, No, Ext): E-MAIL contact@hiscox.com ADDRESS: PRODUCER CUSTOMER ID:
INSURED Creative arcade llc 371 Canal Park Dr 212 Duluth, MN 55802	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
371 Canal Park Dr, Duluth, MN 55802

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒ PROPERTY	P100.603.936.7	10/01/2024	10/01/2025	☐ BUILDING	\$
	CAUSES OF LOSS ☐ DEDUCTIBLES				☒ PERSONAL PROPERTY	\$ 50,000
	☐ BASIC ☐ BUILDING				☒ BUSINESS INCOME	\$
	☐ BROAD ☐ CONTENTS				☒ EXTRA EXPENSE	\$
	☒ SPECIAL ☐ \$ 500				☐ RENTAL VALUE	\$
	☐ EARTHQUAKE				☐ BLANKET BUILDING	\$
	☐ WIND				☐ BLANKET PERS PROP	\$
	☐ FLOOD				☐ BLANKET BLDG & PP	\$
						\$
						\$
	☐ INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	☐ NAMED PERILS	POLICY NUMBER				\$
						\$
	☐ CRIME					\$
	TYPE OF POLICY					\$
						\$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Hibbing

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Creative arcade llc 371 Canal Park Dr 212 Duluth, MN 55802	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		P100.603.936.7	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ CGL is on BOP Form	MED EXP (Any one person) \$ 5,000				
	☐ GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 1,000,000				
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☐ PER STATUTE ☐ OTH-ER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N N/A				E.L. EACH ACCIDENT \$
	☐ If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		P100.601.443.7	10/01/2024	10/01/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hibbing	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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

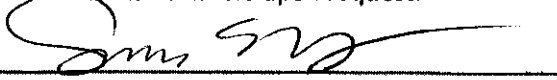
ORGANIZATION INFORMATION

Name of Organization:	Blessed Sacrament Church	
Type of Organization:	Nonprofit/religious	
Mailing Address:	2310 7th Ave E	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Susie Marchetti	Daytime Phone Number: 218-262-5541
Have you conducted other raffles this year	Yes	If YES, What is the total amount of prizes this year, including this Raffle \$8500.20

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted:	Blessed Sacrament Church Social Hall
Dates of Activity:	October 4, 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	\$5.00
Total value of prizes to be awarded:	\$5000
Types of Prizes:	Cash and gift cards

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

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Blessed Sacrament Church

Previous Gambling Permit Number: X- 34113

Minnesota Tax ID Number, if any: 8379417

Federal Employer ID Number (FEIN), if any: 41-0716799

Mailing Address: 2310 7th Ave e

City: Hibbing State: MN Zip: 55746 County: St. Louis

Name of Chief Executive Officer (CEO): Fr. Daniel Weiske

CEO Daytime Phone: 218-262-5541 CEO Email: fr.daniel.weiske@duluthcatholic.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): susie.marchetti@duluthcatholic.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Blessed Sacrament Church St. Leo's Social Hall

Physical Address (do not use P.O. box): 2310 7th Ave E

Check one:

☐ City: Hibbing Zip: 55746 County: St. Louis

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): October 4, 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

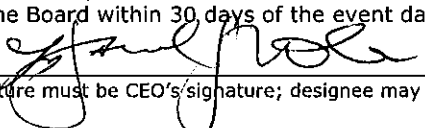
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 8/1/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Daniel Welske

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

From: noreply@civicplus.com
Sent: Monday, June 16, 2025 2:32 PM
To: Candie Seppala
Subject: Online Form Submittal: Raffle Request

Raffle Request



Organization Information

If you would prefer to fill out manually please use the link [Printable Raffle Form \(PDF\)](#)

Name of Organization	Hibbing College Foundation
----------------------	----------------------------

Organization Type	Excluded
-------------------	----------

Name

Raffle Registration Fee

Quantity	1
----------	---

Price

15.00

Address	1515 E 25th St, Hibbing, MN 55746
---------	-----------------------------------

City	Hibbing
------	---------

State	MN
-------	----

Zip Code	55746
----------	-------

Contact Person	Melissa A Versich
----------------	-------------------

Daytime Phone Number	2182936851
----------------------	------------

Have you conducted other raffles this year?	No
---	----

(Section Break)

Name of premises where gambling activity will be conducted:	1515 E. 25th street, Hibbing, MN 55746
---	--

Dates of Activity:	10/13/2025 - 12/19/2025
--------------------	-------------------------

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

Price Per Ticket	20
------------------	----

Total value of prizes to be awarded:	1499
--------------------------------------	------

Types of Prizes:	cash overnight stay at Fortune Bay Swan Lake CC golf outing Designer Purse
------------------	---

Signature	Melissa A Versich
-----------	-------------------

Date	6/16/2025
------	-----------

Email not displaying correctly? [View it in your browser.](#)



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:	Hibbing Chisholm Soccer Club	
Type of Organization:	Youth Soccer and HS Booster Club	
Mailing Address:	PO Box 405	
City, State, Zip	Hibbing, MN 55746	
Contact Person:	Paul Ciochetto	Daytime Phone Number: 218-969-9542
Have you conducted other raffles this year	No	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: Drawing will be held at Cheever Field
Dates of Activity: 10/03/2025
Check Box or Boxes that Indicate the Type of Gambling Activity: ☐ Raffle ☐ Other _____
Price Per Ticket: \$20
Total value of prizes to be awarded: \$1,500
Types of Prizes: Cash - 1st \$1,000, 2nd \$300, 3rd \$100 x 2

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.

Paul Ciochetto
 Organization Representative

7/24/2025
 Date

☐ Registered as Excluded Raffle

☒ Send to Council for Approval



July 18th, 2025

City Of Hibbing,

The Keewatin American Legion Post #452 would like to apply for an Off-Site Gambling License.

Bingo event for Hibbing Wrestling
October 3rd, 2025, All Day
Hibbing Armory
2310 Brooklyn Dr.
Hibbing, MN 55746

Payment will be provided promptly if approved.

Thank you,

Wade Yuhala
Commander
Keewatin American Legion Post # 452
207 N. 1st St., P.O. Box 6
Keewatin, Mn 55753
763-670-7197

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**Organization Name: American Legion Post 452 License Number: 00551Address: 207 N 1st st City: keewatin, MN Zip: 55753Chief Executive Officer (CEO) Name: Wade Yuhala Daytime Phone: 763-670-7197Gambling Manager Name: Daniel Flansburg Daytime Phone: 912-464-9881**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 09 / 13 / 2025 to 09 / 13 / 2025

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISESName of location where gambling activity will be conducted: Mountain Iron Community Center

Street address and

City (or township): 8586 Enterprise Dr S Zip: 55768 County: St. Louis

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐**Yes** If yes, a lease is not required.☒**No** If no, the lease agreement below must be completed, and signed by the lessor.**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**Rent to be paid for the leased area: \$ 125 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners P.O. Box 64016 St Paul MN 55164-0016	CONTACT NAME: Peggy Larson PHONE (A/C, No, Ext): (763) 536-8006 FAX (A/C, No): E-MAIL ADDRESS: peggy.larson@northriskpartners.com																					
INSURED Venier-Molea Post 207 N 1st St PO Box 6 Keewatin MN 55753	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Integrity Insurance Company</td><td>14303</td></tr><tr><td>INSURER B:</td><td>Wesco</td><td>25011</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Integrity Insurance Company	14303	INSURER B:	Wesco	25011	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			BP 2864055	09/27/2024	09/27/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BP 2864055	09/27/2024	09/27/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
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EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3751732	12/20/2024	12/20/2025	<table><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	☒ PER STATUTE	☐ OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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A	Liquor Liability			BP 2864055	09/27/2024	09/27/2025	<table><tr><td>Aggregate</td><td>\$1,000,000</td></tr><tr><td>Each Common Cause</td><td>\$1,000,000</td></tr></table>	Aggregate	\$1,000,000	Each Common Cause	\$1,000,000										
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Each Common Cause	\$1,000,000																				

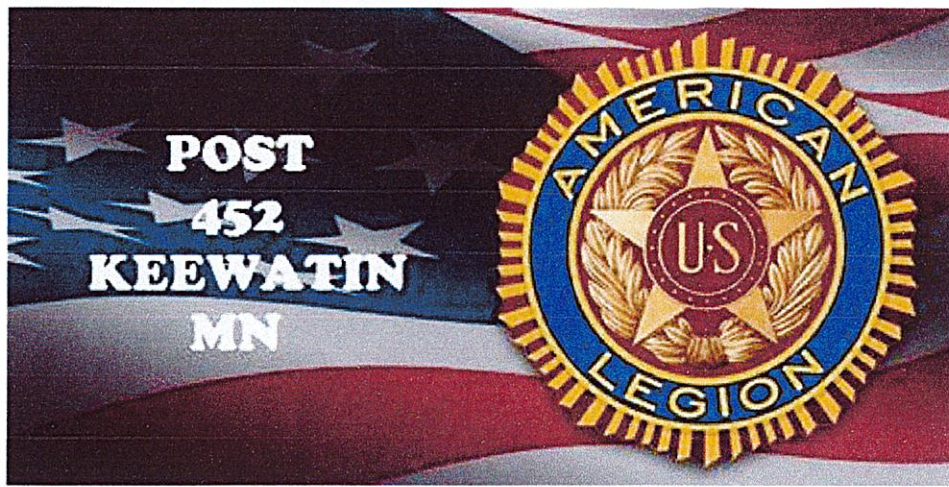
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured.
Coverage is continuous until cancelled.

CERTIFICATE HOLDER**CANCELLATION**

City of Keewatin 127 3rd Avenue Keewatin MN 55753	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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July 18th, 2025

City Of Hibbing,

The Keewatin American Legion Post #452 would like to apply for an Off-Site Liquor License.

Bingo event for Hibbing Wrestling
October 3rd, 2025, All Day
Hibbing Armory
2310 Brooklyn Dr.
Hibbing, MN 55746

Payment will be provided promptly if approved.

Thank you,

Wade Yuhala
Commander
Keewatin American Legion Post # 452
207 N. 1st St., P.O. Box 6
Keewatin, Mn 55753
763-670-7197

25-08-04



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:	HIBBING CHISHOLM DECKS Unlimited	
Type of Organization:	501 C3	
Mailing Address:	3516 13TH AVE E	
City, State, Zip	HIBBING MN 55946	
Contact Person:	JIM SKALSKI	Daytime Phone Number: 218 969 1787
Have you conducted other raffles this year	NO	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:	BOOM TOWN CATERING
Dates of Activity:	OCT 8 2025
Check Box or Boxes that Indicate the Type of Gambling Activity:	☒ Raffle ☐ Other _____
Price Per Ticket:	\$5 to \$100
Total value of prizes to be awarded:	\$25,000
Types of Prizes:	Guns + Hunting Equipment

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

Handwritten note: (Black 5th for prizes on 10/7/25)

PUBLIC ENTITY (*CITY OR COUNTY*)
RESOLUTION NO. _____

RESOLUTION SUPPORTING REGIONAL PARK OR TRAIL DESIGNATION
APPLICATION IN GREATER MINNESOTA:

*[This sample document provides guidance on official Board or Council resolution language for all Regional Designation applications submitted on behalf of a City or County in Greater Minnesota. For jointly proposed or owned facilities, the applicant and all joint applicants/partners must support the application with a resolution. **The lead applicant must be a City or County.** Resolutions can be jointly submitted (with all parties signed onto one resolution), or independently submitted (with separate signed resolutions from each party).]*

Park or trail name: _____

Location: _____ **Date of Resolution:** _____

Check below as identified on application:

- ☐ Lead Applicant (City or County)
- ☐ Joint Applicant/Partner (City or County)

BE IT RESOLVED that *[applicant - City or County name]*, as lead applicant, has the authority to act as legal public sponsor for the application described in the *Request for Designation as a Regional Park or Trail in Greater Minnesota*. As joint applicant(s)/partner(s) *[City(s) or County name(s)]* we formally support(s) and authorize(s) the applicant's submission on behalf of the partnership.

BE IT FURTHER RESOLVED that as lead applicant and joint applicant(s)/partner(s) we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

BE IT FURTHER RESOLVED that, should *[park or trail name]* receive formal designation as a Regional park or trail in Greater Minnesota by the Commission, that as the lead applicant or joint applicant(s)/partner(s) we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park or trail.

BE IT FURTHER RESOLVED that listed applicant and joint applicant(s)/partner(s) certify they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

I CERTIFY THAT the above resolution was adopted by the listed lead applicant and joint applicant(s)/partner(s) Board or Council.

[LEAD APPLICANT'S, JOINT APPLICANT'S/ PARTNER'S BOARD OR COUNCIL NAME]

By _____
[Authorized representative's name and title]

Date _____

Witnessed:

[Witness name and title]

Date _____

Sample Resolution

Cities, townships and organizations should use this sample as a reference to prepare a resolution on applicant letterhead and send in with application.

CITY, TOWNSHIP OR ORGANIZATION NAME
RESOLUTION NO. _____

STATE OF MINNESOTA
COUNTY OF (_____)
CITY OR TOWNSHIP OF (_____) OR ORGANIZATION NAME

**RESOLUTION AUTHORIZING (CITY/TOWNSHIP/ORGANIZATION) TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM
(NAME OF GRANT PROGRAM)**

WHEREAS THE authorizing authority approves of the attached application for the
_____ project: and

WHEREAS THE authorizing authority agrees to accept funding for the underlying project if
approved by IRRRB.

NOW BE IT RESOLVED that the authorizing authority of _____ does adopt
this resolution.

Upon vote taken, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this _____ day
of _____.
Month/Year

Name #1

Title #1

Name #2

Title #2

deluxe **WWFS**

2069

Jon Rohloff Insurance Agency, Inc.

3923 1st Ave. Ste. 3
Hibbing, MN 55746
218-263-6855

79-2/918

PAY
TO THE
ORDER OF

Hibbing Police Department

DATE

7/31/25

\$250⁰⁰

DOLLARS

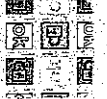
**National Bank
of Commerce**

FOR

National Night Out

[Signature]

⑈002069⑈ ⑆091800028⑆ 1935072908⑈



Details on back
Security Features

Grant Award Letter

between the Grand Rapids Area Community Foundation
and Hibbing Parks & Recreation

June 25, 2025

The Grand Rapids Area Community Foundation is pleased to approve the following grant:

Grant Date: 6/25/2025

Grant #: 54710

To (Grantee): **Hibbing Parks & Recreation**

From: **MDI Success at Work NonEndowed Fund**

In the Amount of: **\$500.00**

For the purpose of: **Attendance for 50 youth - Camp Hurrah**

Terms:

By cashing, depositing, withdrawing or otherwise causing this grant to be utilized, you accept all the terms and conditions of the Grand Rapids Area Community Foundation and this grant.

You agree that this grant will be used only for the purpose(s) specified in this letter. If the grant is unrestricted, you may use the grant to further the charitable intent of your mission, programs and/or organization where it is most needed.

Sponsored Vendor*:

* used if grant is sent to a different organization on behalf of the stated Grantee for the use/purposes of Grantee as stated in this letter

If you would like to express your appreciation for this grant, please send a thank you to:

MDI Success at Work NonEndowed Fund

Grand Rapids Area Community Foundation
350 NW 1st Avenue, Suite E
Grand Rapids, MN 55744

350 NW 1st Avenue, Suite E
(218) 999-9100



Grand Rapids, Minnesota 55744
www.gracf.org

City of Hibbing
SPECIAL EVENT Permit Application

☒ **All applications for Special Events** to be held within the City of Hibbing shall be reviewed by the City departments that will be involved during the operation of the Event. Prior to review, all application information must be completed. After Department Review, the applications will be submitted to the City Council for final approval.

☒ **Deadlines:** Applications must be submitted 60 days prior to the event.

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Mines and Pines Revisited
Date of Event:	August 15-16, 2025
Location of Event:	Bennett Park
Organizer:	Cynthia Kafut-Hagen
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone: 218-929-3448

☒ **Department Review.** If applicable and where noted in the application form, the event organizer will also need to contact City department heads

DEPARTMENT		CONTACT #
Hibbing Police Dept.	Police Chief Steve Estey	218-262-0285
Fire Department	Fire Marshal Rossi Gangl	218-421-3942
Sanitation Dept.	John Sporer/John Yuretich	218-362-5991
Public Works Dept.	John Sporer/John Yuretich	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

☐ Applications **MUST BE FILLED OUT COMPLETELY & ALL NECESSARY REQUIREMENTS ATTACHED**

LOCATION OF EVENT: Bennett Park- North West End of Park

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:
Mines & Pines Revised to promote and foster original Art & Music.
Date of Event: <u>August 15 & 16, 2025</u> Refer media or citizen inquires to: <u>Cynthia Kafut-Hagen</u> Telephone: <u>218-929-3448</u>
APPLICANT AUTHORIZATION:
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.
Applicants Name & Title: <u>Cynthia Kafut-Hagen, Chair of Mines and Pines Revisited</u>
Address: <u>12413 Old Highway 169</u>
Mailing Address: <u>Same as above</u>
Affiliation:
Telephone: (day) <u>218-929-3448Ar</u> (evening) _____
EVENT PRINCIPALS:
On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.

Name: Cynthia Kafut-Hagen		
Organization/Business/Agency/Affiliation: Chair of Mines and Pines Committee		
Mailing Address:		
Daytime Phone: 218-929-3448	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Organized and oversee event		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

Name: Angela Schweiberger		
Organization/Business/Agency/Affiliation: Co-Chair of Mines and Pines Committee		
Mailing Address:		
Daytime Phone: 218-940-7676	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Organize and oversee event		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

Name: Jackie Prescott		
Organization/Business/Agency/Affiliation: Grant Writer of Mines and Pines committee		
Mailing Address:		
Daytime Phone: 218-929-7642	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event: Administrative support and grant writing		
Will this person have authority to cancel or greatly modify event plans?		☒ Yes ☐ No
Will this person be present at the event area or areas and in charge of the event at all times		☒ Yes ☐ No

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE (first choice): August 14, 15 & 16
Alternate days and dates: • _____ • _____ • _____
REQUESTED HOURS OF OPERATION: From: <u>10 am</u> a.m. / p.m. To <u>6 PM</u> a.m. / p.m.
SET UP beginning Day and Date **Indicate the time at which any unit of an event will begin to assemble at such area Day: <u>Thursday, August 14</u> Time: <u>4 PM to 10 PM</u> a.m. / p.m.
Describe the number and type of animals to be used in the Event ☐ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: <u>30</u> Spectators: <u>2000</u>
**INSURANCE
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:
☐ Attach your "Plan for Clean-Up / Material Preservation". ☐ Include number, type and location of trash containers to be provided for the event. ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers <u>during</u> the event. ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event. ☐ Indicate who and how many will be responsible for cleaning up the event after the event. ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event). ☐ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.
MAP (Noting the following items):
Check off below items that apply to your event.
<i>Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.</i>
☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
☐ If a route is involved, the places where buses or trains need to be considered;
☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
☐ Indicate if Roads and/or Sidewalks will be Closed The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
☐ Barricades, cones, safety, portable parking signs (note location - <i>provided by Public Works</i>)
☐ If a relay is involved, indicate hand-off points;
☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
☐ Alcoholic beverage concession areas; location must be specified
☐ Non-alcoholic concession areas;
☐ Food concession areas;
☐ General merchandise concession areas;
☐ Portable toilet facilities (indicate number);
☐ First aid facilities;
☐ Event participant and/or spectator parking areas;
☐ Event organizers command post;
☐ Fireworks or pyrotechnics site; (Must contact Fire Marshal)
☐ Vehicle fuel handling site;
☐ Cooking areas;
☐ Tables, enclosures, etc.;

☐ Temporary or permanent structures constructed for the event;	
☐ Site of electrical wiring to be installed for the event;	
☐ Trash containers (indicate number): _____	
☐ Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. Music & Food, 10 AM to 6 PM both days
	If a casino party, a dance or live entertainment is a part of your event, please describe: live original music playing 10 am-6 pm both days
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☒ Yes ☐ No Temporary Liquor License Applied For? BEER ☐ Yes ☐ No COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No TEMPORARY ON SALE ☐ Yes ☐ No Organization Applying for License for Alcoholic Beverages: Boomtown
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. Staff with training will be carding
	Describe how, where, when and by whom the alcoholic beverages will be served. Boomtown limited to area around food and music
	List of people who will be selling the alcohol: Boomtown Staff/Employees
	Have they attended server training? ☒ Yes ☐ No

FOOD:	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ No
	Describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish or peeled and cut fruits).
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used. <u>1</u> Vendors have food license by the State of MN

SECURITY AND SAFETY PROCEDURES:
The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.
Describe your proposed procedures for set-up operation, internal security and crowd control.
If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.
If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.
☐ Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

☐ Attach a copy of your fire department permit or permits to this application if you will use parade floats; an open flame; fireworks or pyrotechnics; vehicle fuels; cooking facilities; enclosures (and tables within those enclosures), tents, air-supported structures, canopies, or any fabric shelters.

Give names, address and phone numbers of the agency or agencies which will provide first aid staff and equipment. Attach additional sheets if necessary.

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

- ☐ Ambulance
☐ Doctors
☐ Nurses
☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

In accordance with Minnesota State Fire Code Section 403.1 the Fire Marshal shall evaluate the need for requiring fire personnel to be in attendance of a public assembly for the following reasons: keep diligent watch for fires, obstruction to means of egress and other hazards and shall take prompt measures for remediation of hazards. The Hibbing Fire Marshal maintains the right to require fire service personnel to staff special events that are construed as a potential hazard to the public safety. These additional services may be billed directly to the host.

In accordance with Minnesota State Fire Code Section 403.2; for an indoor special permit public assembly, the Fire Marshal shall receive a floor plan with dimensions of the floor, seating, and exit widths. A total number of participants shall be submitted in order to evaluate the occupancy load and safe egress out of the building. The Fire Marshal shall assign an occupancy load for the event which shall be adhered to. All event floor plan layouts must be approved by the Fire Marshal and all special permit public events are subject to inspection by the Fire Marshal the day of the event. The Fire Marshal and/or designee reserves the right, under MN State Fire code, to stop and/or remedy any unsafe actions up to and including the cancelling of the event.

VENDORS OR CONCESSIONAIRES:
Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions. Schweiby's, Beyond Nuts, Wow & Cappy's
Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires who you may permit to operate in conjunction with the event. all vendors are vetted prior to event
MITIGATION OF THE IMPACT ON OTHERS:
Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."
OTHER PERTINENT INFORMATION:

FREE EVENT

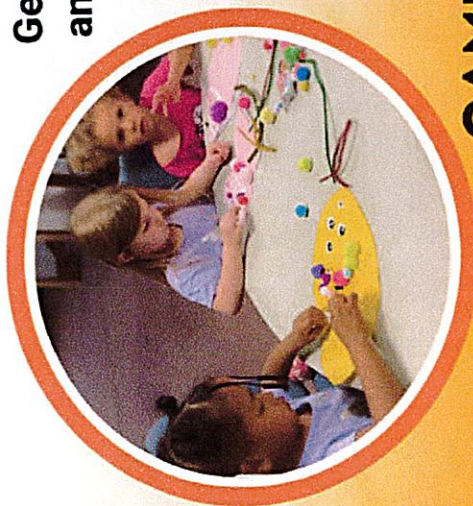
**BRINGING THE COMMUNITY TOGETHER WITH
BMW C & THE JOHNSON FAMILY**

UNITY IN OUR COMMUNITY

**Saturday
August 9th, 2025
2PM - 7PM**



Get ready for a day of bonding, making memories
and enjoying a wide range of fun-filled activities.



GAMES | FOOD | MUSIC | FAMILY VIBES

[218] 996-5051  **3115 7TH AVENUE EAST HIBBING MN 55746**

[Www.BMWChange.Org](http://www.BMWChange.Org)

City of Hibbing **SPECIAL EVENT Permit Application**

☒ **All applications for Special Events** to be held within the City of Hibbing shall be reviewed by the City departments that will be involved during the operation of the Event. Prior to review, all application information must be completed. After Departments Review, the applications will be submitted to the City Council for final approval.

☒ **Deadlines:** Applications must be submitted 60 days prior to the event.

☒ RETURN APPLICATION to the City Hall Council Office

DATE RECEIVED BY COUNCIL OFFICE: _____

Name/Description of Event:	Building Men and Women for Change
Date of Event:	8/9/2025
Location of Event:	HRA Property 3115 7th Ave East
Organizer:	Javon "Lucky" Johnson 218.929.0987
Organizer Contact Information:	Home Phone: _____ Work Phone: _____ Cell Phone: _____

☒ **Department Review.** If applicable and where noted in the application form, the event organizer will also need to contact City department heads

DEPARTMENT	CHECK IN WITH CITY CONTACTS TO DISCUSS YOUR NEEDS FOR YOUR EVENT	CONTACT #
Hibbing Police Dept.	Police Chief Steve Estey	218-262-0285
Fire Department	Fire Marshal Shawn Nickila	218-421-3942
Sanitation Dept.	John Yuretich/Jim Watkins	218-362-5991
Public Works Dept.	John Yuretich/Jim Watkins	218-362-5991
City Services	Nick Arola	218-362-5951

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

☐ Applications MUST BE FILLED OUT COMPLETELY & ALL NECESSARY REQUIREMENTS ATTACHED

LOCATION OF EVENT: 3115 7th Avenue East

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:
Bringing the COmmunity Together, Unity in Our Community. FREE Games, Music, Family Vibes
Date of Event: <u>8/9/2025</u> Refer media or citizen inquires to: <u>Javon Johnson</u> Telephone: <u>218.929.0987</u>
APPLICANT AUTHORIZATION:
Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.
Applicants Name & Title: Javon Johnson
Address: 521 E 33rd Street, Hibbing
Mailing Address:
Affiliation:
Telephone: (day) <u>218.929.0987</u> (evening) _____
EVENT PRINCIPALS:
On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefits the event are being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.

Name:		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans? ☐ Yes ☐ No		
Will this person be present at the event area or areas and in charge of the event at all times ☐ Yes ☐ No		

Name:		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans? ☐ Yes ☐ No		
Will this person be present at the event area or areas and in charge of the event at all times ☐ Yes ☐ No		

Name:		
Organization/Business/Agency/Affiliation:		
Mailing Address:		
Daytime Phone:	Evening Phone:	Other:
Title and Functional Responsibility with Regard to the Event:		
Will this person have authority to cancel or greatly modify event plans? ☐ Yes ☐ No		
Will this person be present at the event area or areas and in charge of the event at all times ☐ Yes ☐ No		

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE <i>(first choice):</i>
Alternate days and dates: • <u>None</u> • _____ • _____
REQUESTED HOURS OF OPERATION: From: _____ a.m. / p.m. To <u>7 pm</u> _____ a.m. / p.m.
SET UP beginning Day and Date **Indicate the time at which any unit of an event will begin to assemble at such area Day: _____ Time: <u>noon 8/9/2025</u> _____ a.m. / p.m.
Describe the number and type of animals to be used in the Event ☐ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is \$60.00 for the first day and \$12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: _____ Spectators: _____
**INSURANCE
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

SANITATION:

- ☐ Attach your “Plan for Clean-Up / Material Preservation”.
- ☐ Include number, type and location of trash containers to be provided for the event.
- ☐ Indicate who and how many will be responsible for emptying and cleaning up around containers during the event.
- ☐ Indicate who and how many will be responsible for cleaning up after animals if they are used in the event.
- ☐ Indicate who and how many will be responsible for cleaning up the event after the event.
- ☐ Described the number, type and location of portable toilets to be provided for the event (or permanent toilets to be used for the event).
- ☐ Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

MAP (Noting the following items):

Check off below items that apply to your event.

Indicate these items on attached separate maps. Use, where necessary, a to-scale drawing.

- ☐ If a route is involved, the beginning area, the route (indicate directions with arrows), and the finished area;
- ☐ If a route is involved, the places where buses or trains need to be considered;
- ☐ If a route is involved, it will expedite approval of your event if you attach separate maps giving two or three alternate routes;
- ☐ **Indicate if Roads and/or Sidewalks will be Closed**
The applicant will be required to explain how motorists and business owners and residents will be notified in advance of the event.
- ☐ Barricades, cones, safety, portable parking signs (note location - *provided by Public Works*)
- ☐ If a relay is involved, indicate hand-off points;
- ☐ Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing;
- ☐ Alcoholic beverage concession areas; **location must be specified**
- ☐ Non-alcoholic concession areas;
- ☐ Food concession areas;
- ☐ General merchandise concession areas;
- ☐ Portable toilet facilities (indicate number);
- ☐ First aid facilities;
- ☐ Event participant and/or spectator parking areas;
- ☐ Event organizers command post;
- ☐ Fireworks or pyrotechnics site; (**Must contact Fire Marshal**)
- ☐ Vehicle fuel handling site;
- ☐ Cooking areas;
- ☐ Tables, enclosures, etc.;

☐ Temporary or permanent structures constructed for the event;	
☐ Site of electrical wiring to be installed for the event;	
☐ Trash containers (indicate number): _____	
☐ Other. Please describe:	
AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT	
ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise. 2-7 pm music for family enjoyment
	If a casino party, a dance or live entertainment is a part of your event, please describe: n/a
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (<i>attach to this application all required licenses</i>)
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No
	Temporary Liquor License Applied For?
	BEER ☐ Yes ☐ No
	COMMUNITY FESTIVAL LICENSE ☐ Yes ☐ No
	TEMPORARY ON SALE ☐ Yes ☐ No
	Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.
	Describe how, where, when and by whom the alcoholic beverages will be served.
	List of people who will be selling the alcohol:
	Have they attended server training? ☐ Yes ☐ No

FOOD:	Food and/or non-alcoholic beverages to be served? ☒ Yes ☐ No picnic food - Free
	Describe sanitation measures, food handling procedures and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish or peeled and cut fruits).
	A health permit may be required from either the State of MN or St. Louis County. ☐ Attach a copy of your health permit to this application.
	If you intend to <u>cook</u> food in the event area, describe your area layout, including fuel or If electrical sources to be used.

SECURITY AND SAFETY PROCEDURES:

The Hibbing Police Department will determine the minimum number of private security guards and police officers required to adequately staff your event. If the prescribed number of private security guards is not provided or proves inadequate, the Hibbing Police Department maintains the right to shut down any or all components of the event and/or to provide additional police services that may be billed directly to the host organization.

Describe your proposed procedures for set-up operation, internal security and crowd control.
Calm event for family - games music, family vibes

If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.

If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.

☐ Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

☐ Attach a copy of your fire department permit or permits to this application if you will use parade floats; an open flame; fireworks or pyrotechnics; vehicle fuels; cooking facilities; enclosures (and tables within those enclosures), tents, air-supported structures, canopies, or any fabric shelters.

Give names, address and phone numbers of the agency or agencies which will provide first aid staff and equipment. Attach additional sheets if necessary.

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will provided for the event.

Medical Service

How Provided:

☐ Ambulance

☐ Doctors

☐ Nurses

☐ Paramedics

HIBBING FIRE DEPARTMENT REQUIREMENTS

In accordance with Minnesota State Fire Code Section 403.1 the Fire Marshal shall evaluate the need for requiring fire personnel to be in attendance of a public assembly for the following reasons: keep diligent watch for fires, obstruction to means of egress and other hazards and shall take prompt measures for remediation of hazards. The Hibbing Fire Marshal maintains the right to require fire service personnel to staff special events that are construed as a potential hazard to the public safety. These additional services may be billed directly to the host.

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VENDORS OR CONCESSIONAIRES:

Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions.

Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires who you may permit to operate in conjunction with the event.

MITIGATION OF THE IMPACT ON OTHERS:

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, mass transit users and others. Attach additional sheets, if necessary entitled "Mitigation of the Impact of Others."

This is a calm event and should not impact businesses churches, neighbors etc.

OTHER PERTINENT INFORMATION:[illegible]



**Housing & Redevelopment
Authority of Hibbing**

**Board of Commissioners
Resolution Number 2025-23**

2026 Levy

WHEREAS, the Housing and Redevelopment Authority (HRA) of Hibbing is a special taxing district under Minnesota Statute §469; and

WHEREAS, the HRA of Hibbing intends to utilize the levy funds for state-authorized purposes, including:

1. Providing a sufficient supply of adequate, safe, and sanitary housing;
2. Clearing and redeveloping blighted areas;
3. Addressing the shortage of housing for low- to moderate-income residents and undertaking redevelopment efforts in areas where private enterprise would not act without governmental support or subsidies; and
4. Carrying out these duties in accordance with adopted comprehensive plans.

NOW, THEREFORE, BE IT RESOLVED, that the HRA Board of Commissioners hereby approves and certifies the 2026 levy request in the amount of **\$100,000**, and recommends that the City of Hibbing certify the levy at this amount.

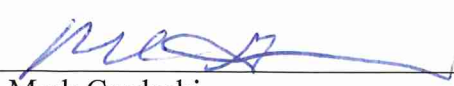
Approved this 18th day of July 2025.

Motion by: Commissioner Kafut-Hagen

Supported by: Commissioner Swader

Ayes: 5

Nays: 0


Mark Gardeski
Board Chair


Jackie Prescott
Executive Director



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

Approve the proposal from Miriam Kero Consulting to write a Federal EDA grant for disaster relief in the city of Hibbing.

Strategic Initiative

Owner of Agenda Item

Greg Pruszinske, City Administrator, 218.969.4850, gregpruszinske@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

\$19,312.50

Action Requested

Approve the proposal from Miriam Kero Consulting to write a Federal EDA grant for disaster relief in the city of Hibbing.

Attachments

1. Miriam Kero_Proposal 2025 Federal EDA Disaster Relief Grant Application and Project Management



Miriam Kero
Miriam Kero Consulting
208 East Park Drive
Hibbing, MN 55746

June 20, 2025

Jesse Story
City Engineer/Public Works Director
City of Hibbing
401 East 21st St
Hibbing, MN 55746

Re: Proposal for Federal EDA Disaster Recovery Grant application writing and project assistance

Dear Jesse:

Thank you for the opportunity to submit a proposal to the city of Hibbing to assist in project management and write a Federal EDA Disaster Relief Grant Application. This document outlines the proposed scope of work and exclusions of this project.

In review of the NOFO for this grant opportunity, the application is comprehensive. The International Economic Development Council suggests a complete EDA grant application can take 150 hours of staff time. The Arrowhead Regional Development Council is available for consultation and assistance on this application, but Josh Bergstad (ARDC) stated that the city will take the lead on grant writing. Thus, I have used the IEDC estimate, with the caveat that I will bill for only time spent on this project (which is my practice) with the total as a "not to exceed."

SCOPE OF WORK

Task 1: Miriam Kero will attend the webinar, review grant application, orchestrate a kickoff meeting with the city of Hibbing staff and partners, and meet with the ARDC.

Task 2: Miriam Kero will coordinate with the city, partners, and consultants to obtain necessary cost estimates and information for the application.

Task 3: Miriam Kero will draft grant application text including the EDA required forms and attachments.

Task 4: Miriam Kero will provide draft grant application text to the city and the ARDC and revise per guidance.

Task 5: Miriam Kero will make final revisions and submit the grant application.

EXCLUSIONS

The city will obtain and provide access to an EDGE account at sfgrants.eda.gov for grant application submission.

The city will choose one of the three paths (readiness, implementation, or industry transformation) and provide necessary project details and contacts.

The city will secure any investment and policy commitments to support the project (as applicable).

Grant reporting will be the responsibility of the city.

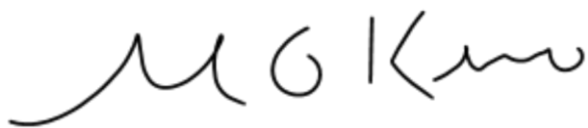
COST ESTIMATE

2025-2026 EDA Disaster Relief

Task 1: Miriam Kero will attend the webinar, review grant application, orchestrate a kickoff meeting with the city of Hibbing staff and partners, and meet with the ARDC.	1287.5	10
Task 2: Miriam Kero will coordinate with the city, partners and consultants to obtain necessary cost estimates and information for the application.	5150	40
Task 3: Miriam Kero will draft grant application text including the EDA required forms and attachments.	10300	80
Task 4: Miriam Kero will provide draft grant application text to the city and the ARDC and revise per guidance.	1287.5	10
Task 5: Miriam Kero will make final revisions and submit the grant application.	1287.5	10
Total	19312.5	150

Thank you for the opportunity to draft a proposal for this opportunity. Please let me know if you have any questions or thoughts regarding this proposal. I would be happy to discuss this approach further.

Sincerely



Miriam Kero
Owner, Miriam Kero Consulting



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. Resolution-25-08-XX-ordering-removal-hazardous-condition-lewis
2. Order-Lewis

At the Council meeting held August 6, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _____ offered the following Resolution and moved its adoption:

RESOLUTION NO. 25-08-____

RESOLUTION ORDERING THE REMOVAL OF A HAZARDOUS CONDITION
LOCATED AT LOTS 7 AND 8, BLOCK 3
STATE 2ND ADDITION TO KELLY LAKE HIBBING

The City Council of the City of Hibbing does hereby find as follows:

1. That Patriot Investment and Management LLC and Matthew Lewis are the record owners of Lots 7 and 8, Block 3, State 2nd Addition to Kelly Lake Hibbing, and upon information and belief Patriot Investment and Management LLC has its principal place of business at 545 Spruce Drive, Hudson, Wisconsin 54016, and Matthew Lewis resides at 213 First Avenue North, Kelly Lake, Hibbing, Minnesota 55746.

2. That Lots 7 and 8, Block 3, State 2nd Addition to Kelly Lake Hibbing, has a street address of 213 First Avenue North and is in the City of Hibbing.

3. That the Council by this Resolution has determined that the premises at the above described property has a hazardous condition and is in such condition so as to require the removal of the said condition. Specifically, the Council finds that because the premises consists of accumulated garbage, debris, overgrown vegetation, abandoned property, and unsanitary conditions constituting a fire hazard and a hazard to public safety and health.

4. That pursuant to Minnesota Statutes 463.16, the governing body of the City has the right to order the abatement of such dangerous condition.

5. The Clerk of the City of Hibbing is hereby authorized to notify the owner of the above described property by serving the Order as provided in Minnesota Statutes Section 463.17, Subd. 2, that the hazardous condition must be removed within 30 days from the date of the receipt of the Order, and that further the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court within the County for a summary enforcement of the Order unless such action is taken, or an answer filed within 20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may

City of Hibbing
Resolution No. 25-08-____
August 6, 2025

proceed with the enforcement of this Order. The City shall have the right to remove the condition and to charge the real estate with the costs of the removal pursuant to Minnesota Statutes 463.21.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this 6th day of August, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Clerk Candie Seppala

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, August 6, 2025.

Candie Seppala
Senior Executive Assistant

ORDER

(to be tried in the City of Hibbing, Minnesota)

IN RE: Lots 7 and 8, Block 3, STATE 2ND ADDITION TO
KELLY LAKE HIBBING
213 1st Avenue North, Kelly Lake, Hibbing, St. Louis
County, Minnesota

TO: Matthew Lewis, 213 1st Avenue North, Kelly Lake, Hibbing,
Minnesota 55746
Patriot Investment and Management LLC, 545 Spruce Drive,
Hudson, Wisconsin 54016

YOU ARE HEREBY NOTIFIED That the City Council of the City of Hibbing has determined that the above described property is in a dangerous or hazardous condition requiring the removal of the hazardous condition. Specifically, the dangerous condition found by the Council is as follows:

Accumulated garbage, debris, overgrown vegetation, abandoned property and unsanitary conditions constituting a fire hazard and a hazard to the public safety and health.

Pursuant to Minnesota Statutes 463.16, the governing body of the City has the right to order the abatement of such dangerous condition.

YOU ARE HEREBY NOTIFIED That the dangerous conditions must be corrected within 30 days from the date of the receipt of this Order. Further, the City of Hibbing has the authority pursuant to Minnesota Statutes 463.17 to move the District Court of St. Louis County for a summary enforcement of this Order unless corrective action is taken or an answer filed within 20 days from the date of the service. If no answer is filed, the Court may enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to raze or remove the building and to charge the real estate with the costs of the repairs or removal pursuant to Minnesota Statutes 463.21.

Dated: _____, 2025

CITY OF HIBBING

Signed _____
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

None



Request for Council Action

City Council Action

Description of Agenda Item

22nd Street Storm Sewer Replacement

Strategic Initiative

To Replace a failing storm sewer

Owner of Agenda Item

Greg Pruszinske, City Administrator, 218.969.4850, gregpruszinske@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

We had a storm sewer collapse on 22nd Street between 12th Avenue East and Brooklyn Drive. The street has a concrete base that also partially collapsed. There is a mixture of clay tile pipe and corrugated metal pipe that needs to be replaced. I requested a quote from Bougalis Construction since they are working close to this area. The repair is 105 feet long. We will supply the 12" PVC pipe and the contractor will install the pipe, concrete, and bituminous.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The quote is in the amount of \$44,000.00 and will come out of the sewer fund.

Action Requested

Request the City Council to approve the quote from Bougalis in the amount of \$44,000.00

Attachments

1. Quote



City of Hibbing
401 E 21st street
Hibbing MN 55746

Jesse Story

I am proposing to replace storm sewer on 22nd St between 12th Ave and Brooklyn Drive.

- Mobilization and Demob
- Removal of concrete overlaid with asphalt
- Removal and installation of pipe
- Removal of unsuitable soil
- Furnish and install granular material for pipe bedding
- Furnish and install recycle class 5 material
- Make connection at each man hole
- Replace road with 6 inches concrete and 2 inches Bituminous

All pipe and additional parts will be supplied by the city of Hibbing.

Lump Sum of the above scope of work \$44,000

Thank You for the opportunity

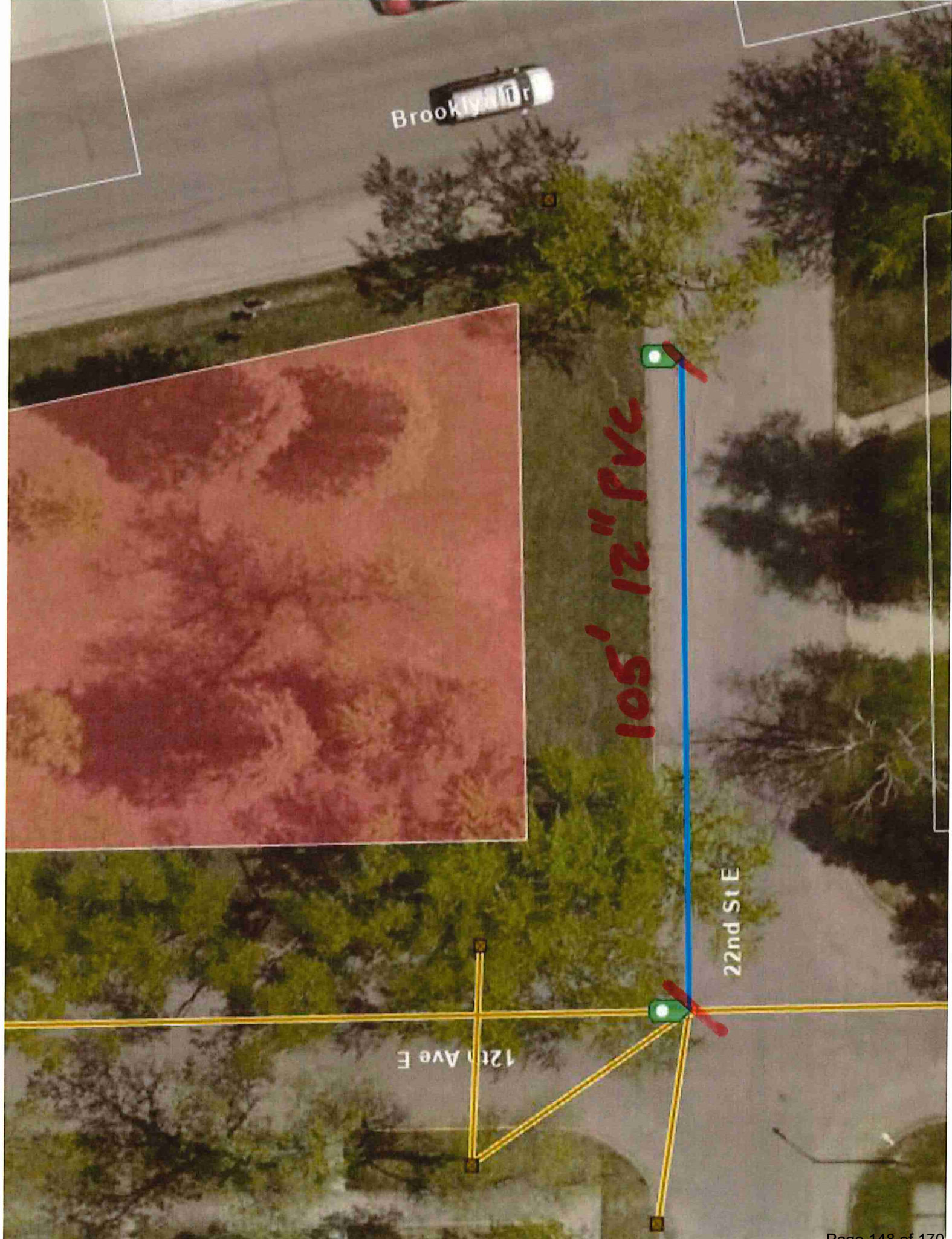
A handwritten signature in black ink, appearing to read "Matt Hydukovich", with a long horizontal line extending to the right.

Matt hydukovich

M:(218)969-2728

Matth@bougalisinc.com

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Request for Council Action

City Council Action

Description of Agenda Item

Purchase and installation of a vertical pivot gate for the Hull Rust Mine View entrance. This gate will allow us to program the gate to select hours, give employees and vendors access to the park without giving out keys and utilizing staff time to run up there to open the gate. The gate will be installed either this fall or next spring depending on shipment which is anticipated to be roughly 14-16 weeks.

Strategic Initiative

Owner of Agenda Item

Nick Arola, City Services Director, 218.421.5565, nickarola@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$37, 685.00 - Mineral Amendment Money designated for Mine View Improvements in the 2024 legislative session.

Action Requested

Requesting Council Approval

Attachments

1. City of Hibbing, Observatory Gate, VPL100, PAL Gate, Updated

BARNUM

Companies, Inc.
Phone (651) 982-1552
Fax (651) 982-1562

23950 Lake Blvd N.
Forest Lake, MN 55025
Dillon@BarnumGS.com

Date: July 23, 2025

Proposal To: City of Hibbing

Attn: Nick Arola

Job Name: Observatory Gate Installation, with PAL Gate (Updated)

Location: Hibbing, MN

We would be pleased to provide and install the following:

Quantity	Item Description
1)	AutoGate, model VPL-100 "Cornhusker" 24vdc (115vac power supply), heavy duty, double reduction, vertical pivot lift gate. Approx. opening of 25'x6' gate and operator cabinet is to be black in color
1)	Heater for cold weather operation
1)	Heated melt away kit for under gate
2)	Deep cycle marine AGM batteries
2)	EMX, IRB-MON2 commercial thru-beam photo-eye with protective hoods per UL325
2)	Vehicle detection loops for outside obstruction and free exit
2)	Vehicle detection loop detectors
1)	PalGate Spider, Cellular Wiegand Controller with built in 433Mhz. radio receiver (includes 5 mobile credentials and PalGate Cloud Management portal)
1)	PalGate annual subscription fee (first year included)
1)	Transmitter Solutions, Dolphin keypad / reader combo, compatible with Wiegand access systems
1)	Polycarbonate Housing for mounting keypad / reader
1)	Pedestal for keypad, 48" high
1)	Fire Dept. emergency access box (Knox/Dama) per 2018 International Fire Code Appendix "D" D103.5

Job Total: \$37,685.00

Options (while on site):

1. Changing the gate from a VPL100 Cornhusker to a VPL300 Black vinyl chain-link or VPL500 Buckeye gate

Add to Job Total: \$2,230.00

PAL Gate Options (while on site):

1. Four button, trackable, keychain style, PAL Gate transmitters are **\$30.00** each, tax is resale by Fence Company, transmitters are not subject to the 3% discount.
2. Pal Gate Mobile credentials are **\$4.50** each, plus tax, mobile credentials are not subject to the 3% discount.

Price Adjustment

Barnum Co. may reasonably adjust any agreed-upon purchase price in case of governmental charges imposed on or in connection with any goods as they are sold or shipped across country borders, including but not limited to, tariffs, antidumping taxes, countervailing duties, or other punitive charges or measures, to the extent implemented on the day of order acceptance by Barnum Co. or anytime thereafter and resulting in increased costs for Barnum Co. in sourcing the products sold, its raw materials, components or spare parts.

Notes:

1. All electrical power and control conduits and wires (except loops) by owners' electrical contractor.
2. All access controls are by others.
3. 50% down to start and the remainder Net 30 days.
4. One AutoGate footing, 4'x7'x12" with five 12" sono's to 72" deep with #4 rebar ties, are required and are by others.
5. One AutoGate receiver yoke footing, 13"x18" with one 12" sono tube to 72" is required and by others.
6. Quoted with the assumption that the yoke footing will be placed near the existing hinge post and that no additional fencing will be needed?
7. Emergency responder requirements are not known and are subject to change.

8. Typical gate lead time is 14-16 weeks.
9. Cell signal strength is assumed to be adequate for reliable operation. If cell boosters or different Antennas are needed-that time and material would be extra.
10. Mobile credentials are not transferable to other phone numbers. Mobile credentials can be transferred to replacement phones using the same phone number.
10. This quote comes with a 1-year cellular subscription to access cloud-based PAL software. After the first year there will be an annual fee of \$300.00

Due to the volatility of the current market all quotations are subject to change at any time. Freight, use, or sales tax are subject to change.

Terms: 3% discount Net 15 days cash/check or Net 30 days no discount.

Accepted by: _____

Date: _____



Request for Council Action

City Council Action

Description of Agenda Item

Approve the contract for exhibition services of the Science Museum of Minnesota for the construction and installation of the Mine View exhibition space. After competitively bidding the project and reviewing 2 proposals, we have chosen to move forward and accept the bid of the Science Museum of MN and enter into a contract with them to finish off the exhibition space in the building. This will include all fabrication and installation, and project management.

Project Schedule:

Fabrication Commences - Sept 2025

Fabrication Review 1 - Oct 31, 2025

Fabrication Review 2 - Dec 31, 2025

Exhibit is Shipped - Apr 2026

Exhibit is Installed - No later than April 30, 2026

Exhibit is Open - May 1, 2026

Strategic Initiative

Owner of Agenda Item

Nick Arola, City Services Director, 218.421.5565, nickarola@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

\$250,000 - Mineral Grant Amendment dollars will be used for this

Action Requested

Requesting council approval

Attachments

1. Exhibit Service Contract - Production - Hibbing 7.28.25 for proposal.docx (1)

Appendix A: Draft Agreement

Contract for Exhibition Services - Hibbing Mine View

This Agreement is made and entered into, effective this _____ day of August 2025, by and between the City of Hibbing (CLIENT), and The Science Museum of Minnesota, a Minnesota nonprofit corporation (SMM).

CLIENT and SMM agree as follows:

1. **Engagement and Acceptance.** CLIENT hereby engages SMM to perform services for CLIENT relating to an Exhibit and as set forth herein and in Attachment A (“Exhibit Services”). SMM hereby accepts such engagement and agrees to perform the Exhibit Services under the terms and conditions hereinafter set forth. SMM understands and acknowledges that by entering into this Agreement with the Client, SMM may be subject to the Minnesota Government Data Practices Act within the scope of this Agreement and agrees to cooperate with the client with respect to any data requests with respect to this Agreement.
2. **Exhibit Services by SMM.** SMM shall furnish the Exhibit Services under this Agreement as indicated and set forth in Attachments A (Scope of Services), B (Project Schedule), and C (Payment Schedule). SMM shall perform the Exhibit Services in a safe, skillful, and workmanlike manner. SMM shall be responsible for complying with all local, state, and federal laws and regulations including, but not limited to, laws regarding toxic substances, workers' safety and labor practices relating to its business, and the Exhibit Services performed pursuant to this Agreement.
3. **Reviews and Approvals by CLIENT.** CLIENT shall review and approve the deliverables according to the timeline outlined in Attachment B (Project Schedule). Once components have been approved in writing, CLIENT shall bear the cost, delay and any other burdens of any significant subsequent changes.
4. **Changes in the Exhibit Services.** Should CLIENT wish to make changes or modifications to the Exhibit Services after SMM has received approval from CLIENT and where such changes result in an increase to the Exhibit Services, such changes may result in an equitable adjustment to the price, Project Schedule or both; provided that if an adjustment is required because of a change or modification requested by CLIENT, SMM shall provide CLIENT with a written estimate of any required adjustments. The parties shall agree in writing signed by both parties to any changes or modifications prior to SMM commencing work on such changes or modifications.
5. **Payments to SMM and Completion.**
 - 5.1. CLIENT hereby agrees to pay SMM for services to be performed by SMM under this Agreement the total CONTRACT AMOUNT of two hundred and fifty thousand dollars and 00/100 U.S. Dollars (\$250,000.00).
 - 5.2. Payments by CLIENT to SMM for Exhibit Services shall be due as set forth in Attachment C. Subject to CLIENT’s right to withhold payment in accordance with this paragraph, all invoices (other than Payment #1, which shall be due upon execution of the contract) received by CLIENT on or before the last day of the month will be paid by the last calendar day of the following month.

- 5.3. In the event SMM material breaches, or fails to perform, a substantial part of its obligations under this Agreement, then CLIENT, upon written notice to SMM identifying the alleged breached or failure to perform, may withhold from payment a reasonable amount needed to cure the breach or failure to perform. Upon receipt of written notice from CLIENT of the withholding of payment, SMM shall cure the breach or failure to perform, and upon satisfactory cure of breach or performance, CLIENT shall pay the withheld funds to SMM.
- 5.4. If CLIENT fails to make any payment to SMM within thirty (30) days of its due date, SMM may stop providing Exhibit Services until payment of the amount owing is received, except as provided in Section 5.3. In addition, the Project Schedule shall be extended appropriately and CLIENT shall be responsible for any additional costs incurred by reason of the delay caused by the failure to make payment.
- 5.5. Final payment in full to SMM for Exhibit Services, including any retainage previously withheld, shall be made within thirty (30) days from delivery of the Exhibit to CLIENT's facility.
- 5.6. SMM shall submit invoices to:
- | | |
|-------------------|------------------------------------|
| Name: | City of Hibbing |
| Street Address: | 401 East 21st St |
| City, State, Zip: | Hibbing MN 55746 |
| Attn: | Nick Arola, City Services Director |
- 5.7. Payments due to SMM which are not made when due as provided in Section 5.2 shall bear interest at an annual interest rate of 12%, except that, if CLIENT reasonably disputes any part of an invoice, that portion of payment which CLIENT reasonably disputes shall not bear interest until the dispute is resolved.

6. Project Schedule and Delays.

- 6.1. SMM and CLIENT shall work together to achieve the Project Schedule and meet the milestones set forth in Attachment B.
- 6.2. SMM shall not be responsible for delays due to strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, act of God or any other cause beyond SMM's reasonable control and there will be an equitable adjustment to the Project Schedule for any such delays. SMM shall also be entitled to an equitable adjustment to the Project Schedule for any delay that is caused by CLIENT.

7. CLIENT Representative.

- 7.1. CLIENT shall provide one representative who will serve as the ultimate authority for all decisions, reviews and approvals by CLIENT related to service under this Agreement. It shall be the responsibility of CLIENT Representative to acquire any required approvals from CLIENT and CLIENT internal staff and administration as well as any inspections and reviews by state and local government entities in a timely fashion and prior to giving final approval to SMM. SMM shall be entitled to rely upon the approvals and instructions of CLIENT's Representative.

- 7.2. CLIENT hereby designates as its representative for all decisions, reviews, and approvals under this Agreement:

Name:	Nick Arola
Title:	City Services Director
Company Name:	City of Hibbing
Street Address:	401 East 21st St
City, State, Zip:	Hibbing MN 55746
Phone:	(218)421-5565
Email:	nickarola@hibbingmn.gov

8. SMM Representative.

- 8.1. SMM shall provide an SMM Representative who will serve as the ultimate authority for all decisions, reviews and approvals related to SMM work under this Agreement. It shall be the responsibility of the SMM Representative to acquire any required approvals from SMM and the SMM internal staff and administration prior to giving final approval to CLIENT. CLIENT shall be entitled to rely upon the approvals and instructions of the SMM's Representative.

- 8.2. SMM hereby designates as its SMM Representative for all decisions, reviews, and approvals under this Agreement:

Name:	Nick Golfis
Title:	Project Leader
Company Name:	Science Museum of Minnesota
Street Address:	120 West Kellogg Boulevard
City, State, Zip:	St. Paul, MN 55102
Phone:	651-645-2382 (mobile)
Email:	ngolfis@smm.org

9. Termination of Agreement.

- 9.1. This Agreement may be terminated by either party upon written notice should the other party materially breach or fail to substantially perform their obligations through no fault of the party initiating the termination. Such termination for cause shall become effective 15 days from the date such notice is actually received by the non-initiating party; provided that the termination shall not become effective if such non-performance is cured within such 15-day period, or if the non-performance or breach cannot be cured with 15 days, the breaching party has undertaken all reasonable steps to cure the non-performance or breach and can provide reasonable assurances the non-performance or breach will be cured within a reasonable time.

- 9.2. In the event CLIENT notifies SMM its intent to terminate this Agreement for material breach or failure to substantially perform, and SMM fails to cure the material breach or failure to perform as provided in Section 9.1, then SMM shall cease all work, cancel any pending material orders, and terminate all subcontracts in effect pursuant to this Agreement. CLIENT shall compensate SMM for the reasonable value of all Exhibit Services actually and acceptably performed through to the date of termination as full and complete payment of all amounts owed to SMM under this Agreement by CLIENT; provided that CLIENT shall be entitled to withhold amounts to offset a reasonable amount for its out of pocket costs incurred as a direct result of such material breach or failure to perform but not to exceed the remaining amount owed to SMM under this Agreement. Upon termination and payment by CLIENT of all amounts due, SMM shall

promptly deliver to CLIENT, all reports, records, materials, supplies and other work product relating to this Agreement, including all documents and deliverables whether completed or still in process.

9.3. If prior to termination, SMM has received from CLIENT compensation in excess of the contract amount owed to SMM for Exhibit Services performed prior to termination, including reasonable overhead and profit, SMM shall return to CLIENT that portion of the compensation received from CLIENT which exceeds the amount actually owed to SMM for the work performed prior to termination.

9.4. CLIENT may terminate this Agreement at any time without cause, upon 15 days written notice of termination to SMM, but shall pay to SMM all amounts owed under this Agreement.

10. Intellectual Property All documents, materials, exhibits and/or exhibit components, including, but not limited to, writings, drawings, specifications, pictures, recordings, computer or machine readable data and all copies or reproductions thereof (the "Exhibit"), and all copyrights, rights of reproduction and other intellectual property rights in the Exhibit (the "Intellectual Property"), created by SMM either solely or jointly with others pursuant to this Agreement, shall be the property of CLIENT, and ownership of the Exhibit and Intellectual Property shall transfer to CLIENT upon delivery of the Exhibit to CLIENT's facility, subject to a lien in favor of SMM for any remaining amounts owed to SMM under this Agreement. CLIENT shall be entitled to the exclusive use of the Exhibit and Intellectual Property within a 50-mile radius of Hibbing, MN (the "Exclusive Territory"). Except for the Exclusive Territory, CLIENT grants to SMM a perpetual, non-exclusive, royalty-free license to: (a) reproduce and publicly display a copy or reproduction of the Exhibit; (b) create derivative works of the Exhibit; (c) to grant sub-licenses to others to publicly display a copy, reproduction or derivative work of the Exhibit; and (d) use images from the exhibit development and design process and images of the final Exhibit in SMM's project portfolio and as examples of SMM's work. Notwithstanding the foregoing, where writings, documents, exhibits, exhibit components, drawings, specifications, blueprints, pictures, models, recordings, computer or machine readable data and/or designs (hereinafter "Preexisting Materials") are acquired from other sources for use in the Exhibit, SMM shall acquire any required permission or license from the owner of the Preexisting Materials on behalf of CLIENT, or, in the case of Preexisting Materials belonging to the SMM, SMM grants to CLIENT a perpetual, non-exclusive, royalty-free, world-wide license to display or use said Preexisting Materials for the purpose of displaying the Exhibit. Client shall have no other interest in the Preexisting Materials beyond the non-exclusive license provided herein. CLIENT acknowledges and agrees that SMM retains all rights to methodology and know-how in creating the Exhibit, and may use such methodology, know-how and the Preexisting Materials in work for other clients of SMM.

11. Warranty.

11.1. SMM warrants all parts and workmanship in connection with the Exhibit Services against defect caused by faulty parts or workmanship for one year after the opening of the Exhibit and agrees to promptly replace, remedy, alter, modify or install, defective parts and/or repair defects of workmanship, as necessary to give effect to said warranty (or to cause the appropriate manufacturer to do so). SMM further reserves the right, in its sole discretion, to determine the most appropriate method to repair or replace such faulty parts or workmanship under this subsection. CLIENT agrees to promptly notify SMM in writing or via email of any concerns about defects and to provide necessary troubleshooting information and onsite assistance for SMM to adequately diagnose the

most appropriate response. The warranty contained herein shall not apply in connection with problems which occur subsequent to date of acceptance of the Exhibit Services and which are not caused by or are the fault of SMM, including but not limited to CLIENT's or host institution's failure to properly monitor and supervise members of the public viewing and using the Exhibit, or unreasonable use or abuse of the Exhibit by anyone. Those portions of the Exhibit that are designed for interaction with the public shall be included in this warranty to withstand normal appropriate use by the public.

- 11.2. To the extent that the Exhibit Services may include any sale or delivery of goods to CLIENT, SMM warrants that all goods sold are free of any security interest or other lien and will, in addition, make available to CLIENT all transferable warranties made to SMM by the manufacturers of the goods. Other than as stated in this Section 11, **SMM MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

12. Indemnifications.

- 12.1. SMM agrees to indemnify, defend, save and hold harmless CLIENT, its officers, agents, and employees from and against claims, damages, expenses and losses arising out of or resulting from SMM's responsibilities under this Agreement or use of the Exhibit, provided that such claim, damage, expense or loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than any tangible property delivered under this Agreement), but only to the extent caused by the negligent acts or omissions of SMM or a subcontractor of SMM, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and not to the extent that such claim, damage, expense or loss is caused in part by CLIENT, subcontractor of CLIENT, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. SMM or its insurer shall engage counsel reasonably acceptable to CLIENT to defend any such claim or action against CLIENT and SMM agrees to indemnify CLIENT for all costs and expenses (including legal fees) in connection therewith. SMM or its insurer shall have the right to settle any monetary claims but must obtain CLIENT's written approval prior to entering into any settlement that includes injunctive or similar relief. The indemnity under this section applies to accidents or occurrences that occur during the ten year period of anticipated use of the Exhibit by CLIENT after the date of completion of the Exhibit under this Agreement.
- 12.2. CLIENT agrees to indemnify, defend, save and hold harmless SMM, its officers, agents, and employees from and against claims, damages, expenses and losses arising out of or resulting from performance of the services under this Agreement, provided that such claim, damage, expense or loss is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than any tangible property delivered under this Agreement), but only to the extent caused by the negligent acts or omissions of CLIENT or a subcontractor of CLIENT, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and not to the extent that such claim, damage, expense or loss is caused in part by SMM, subcontractor of SMM, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. CLIENT or its insurer shall engage counsel reasonably acceptable to SMM to defend any such claim or action against SMM and CLIENT agrees to indemnify SMM for all costs and expenses (including legal fees) in connection therewith. CLIENT shall have the right to settle any monetary claims, but must obtain SMM's written approval prior to entering into any settlement that includes injunctive or similar relief. The

obligation of CLIENT under this Section shall not extend to the liability of SMM, its agents or employees, arising out of materials originally provided by SMM, but shall extend to any materials originally provided by CLIENT but modified by SMM. The indemnity under this section applies to accidents or occurrences that occur during any use of the Exhibit, regardless of whether such use by CLIENT was anticipated at the time of entering into this Agreement.

13. Liens. SMM shall make certain that no liens arising out of the Exhibit Services performed under this Agreement other than its own attach to the Exhibit and shall take all actions necessary to discharge any liens that are attached thereto. If SMM fails to remove a lien by a third-party that arises out of the Exhibit Services performed by SMM under this Agreement within a reasonable time after Client gives written notice to SMM, CLIENT shall have the right to take all actions necessary to discharge any liens that attach to the Exhibit, and SMM shall indemnify CLIENT for all costs and expenses in connection with the discharge thereof.
14. Royalties, Patents And Copyrights. SMM shall pay all royalties and license fees, if any, owed based on the Exhibit Services provided by SMM, and for the period of anticipated use of the Exhibit under this Agreement. SMM shall defend suits or claims for infringement of copyrights and patent rights and shall hold the CLIENT harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the CLIENT, or where the copyright violations are contained in any plans, drawings, specifications or other documents prepared by CLIENT.
15. Mutual Waiver Of Claims For Consequential Damages.
 - 15.1. SMM and CLIENT waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:
 - 15.1.1. a) damages incurred by the CLIENT for rental expenses, for losses of use, income, profit, financing, business interruption, business reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 15.1.2. b) damages incurred by SMM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business interruption, business reputation, and for loss of profit except anticipated profit arising directly from the Exhibit Services performed under this Agreement.
 - 15.2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as provided in Section 9 above.
16. Loss Of Use And Business Interruption Insurance By Client. The CLIENT, at CLIENT's option, may purchase and maintain such insurance as will insure the CLIENT against loss of use of the Exhibit, business interruption, and CLIENT's other property due to fire or other hazards, however caused. The CLIENT waives all rights of action against SMM for loss of use of the Exhibit, business interruption, and damage to CLIENT's other property, including consequential losses due to fire or other hazards however caused.
17. Property Insurance On Exhibit, Transfer Of Title And Risk Of Loss. SMM agrees to insure the Exhibit at SMM's expense prior to delivery of the Exhibit to the CLIENT's facility, including during shipment of the Exhibit to the CLIENT. Title and risk of loss or damage to the Exhibit shall pass to CLIENT upon delivery of the Exhibit to the CLIENT's facility. Should loss or damage occur to the Exhibit after title and risk of loss has passed to CLIENT, CLIENT shall remain obligated to make full payment of any amount still owing to SMM as stated in Section 5 above.

18. Insurance. Insurance requirements are contained in Attachment D, incorporated herein.
19. Independent Contractor Status. SMM shall be an independent Contractor, and this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between CLIENT and SMM. The control and conduct of the Exhibit Services to be performed by SMM will lie solely with SMM, provided that such work shall be subject to approval by CLIENT as otherwise provided in this Agreement. SMM may provide services to others during the period of this Agreement. SMM shall have full authority to employ qualified and experienced workers or subcontractors in carrying out the terms of this Agreement and shall be responsible for and in full control of such workers. SMM's employment of subcontractors shall not relieve or limit SMM's obligations and duties to CLIENT.
20. Notices. Notices required or permitted hereunder shall be in writing and shall be sent to the address for SMM and CLIENT set forth in above and shall be deemed given on the earlier of:
- physical delivery to a party;
 - upon delivery after mailing by prepaid certified mail, return receipt requested; or
 - three (3) business days following mailing if sent via first class mail.
21. Miscellaneous.
- 21.1. Dispute Resolution. Any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration pursuant to the commercial rules of arbitration of the American Arbitration Association. The arbitration proceeding shall occur in St. Louis County, Minnesota. Judgment on the award may be entered in any court having jurisdiction thereof.
- 21.2. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
- 21.3. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, it shall not affect the legality, validity, or enforceability of any other provision hereof.
- 21.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together be deemed to constitute one and the same instrument.
- 21.5. Headings; References. Paragraph headings contained in this Agreement are included for convenience only and shall not affect the meaning of the provisions hereof. References to Paragraphs herein shall be to Paragraphs of this Agreement unless otherwise indicated.
- 21.6. Approval and Authority. The undersigned represent they have the authority and approval to enter into this Agreement on behalf of their respective institutions.
- 21.7. Entire Agreement. This Agreement constitutes the entire and integrated Agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, and Agreements, whether written or oral. This Agreement shall not be assigned by either party without the prior written consent of the other. It is binding upon each party, its successors, assigns, and legal representatives. No provision hereof may be amended or waived except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year first written above, and the undersigned affirm that they have read this Agreement, that all terms of this agreement are understood and agreed to, and that all terms and conditions will be met.

For: Science Museum of Minnesota (SMM)
120 West Kellogg Boulevard
St. Paul, MN 55102

By: _____ Date _____
Alison Brown
SMM President & CEO

For: City of Hibbing (CLIENT)
401 East 21st Street
Hibbing, MN 55746

By: _____ Date _____
Pete Hyduke – Mayor

Attachment A Scope of Services

The Science Museum of Minnesota will provide exhibition production, construction, and installation services as defined by the terms of this Agreement and the scope of Exhibit Services contained in this Attachment A.

1. SMM's Scope of Services shall be the provision of expertise to fabricate and install new exhibits in the new visitor center of the Hull Rust & Hibbing Taconite Mine in Hibbing, MN.
2. The final design package has been completed by SMM and outlines detailed exhibition specifications for two gallery buildings situated at the historic mine overlook site on 411 McKinley St, Hibbing, MN: Main Gallery and Maps & Geology Gallery. The exhibit spaces total approximately 5,000 sq. ft. total across two buildings.

Exhibit Fabrication and Installation Services Shall Include:

Pre-Production Coordination

- Review of final exhibit design documents provided by SMM.
- Collaboration with city staff to confirm specifications and finishes.
- Material procurement plan.

Exhibit Fabrication

- Construction of custom exhibit components per detailed specifications.
- Integration of lighting, media, and electrical elements if applicable.

Graphics Production

- High-resolution printing of interpretive panels.
- Mounting on appropriate substrates with color fidelity and UV-resistant finishing.

Quality Assurance

- Shop drawings, prototypes/mock-ups as required.
- Final review with project stakeholders before shipping.

Delivery and Installation

- Secure transport of components to Mine View site.
- On-site installation under supervision.
- Compliance with all ADA, fire code, and safety regulations.

Project Management and Documentation

- Weekly progress reports.
- Site meetings as needed during installation.
- Close-out documentation including maintenance manuals and warranty information.

Client will provide:

Approvals

- Designated representative responsible for all communications with SMM, including reviews and approvals in a timely manner by the CLIENT related to service under this Agreement.

Site Readiness

- CLIENT shall be responsible for ensuring the site is ready for installation at date to be mutually agreed upon by both Parties. CLIENT will ensure that the site is furnished with finished walls, flooring, electrical and lighting fixtures prior to installation of the exhibit. Should the site not be ready for installation, CLIENT shall be liable for any and all costs associated with storage and the delay. CLIENT will ensure that the work area is free from interference from third party vendors (unless mutually agreed upon by both Parties), Visitors or any other individuals or equipment that may impact the safety or timeliness of installation.

Attachment B

Project Schedule

<i>Activity</i>	<i>Anticipated Date</i>
Fabrication Commences	September 2025
Fabrication Review 1	October 31, 2025
Fabrication Review 2	December 31, 2025
Exhibit is Shipped	April 2026
Exhibit is Installed	No later than April 30, 2026
Exhibit is Open	May 1, 2026

Attachment C Payment Schedule

The Payment Schedule is based on the deliverables as outlined in the Project Schedule. Payment will be invoiced upon acceptance of each deliverable by CLIENT. The itemization accompanying each invoice will describe the Exhibit Services accomplished. The amounts below are inclusive of all expenses for the Services. Subject to approval of any adjustments approved pursuant to Sections 4 and 5, any variance from the Project Schedule will be accounted for by a corresponding adjustment to each invoice amount.

<i>Milestones/Deliverables</i>	<i>Anticipated Date</i>	<i>Amount</i>
Payment # 1: Initiation of Agreement	Upon execution of Agreement	\$62,500
Payment #2: Fabrication Review 1	October 31, 2025	\$62,500
Payment #3: Fabrication Review 2	December 31, 2025	\$62,500
Payment #4: Exhibit is Open	May 1, 2026	\$62,500
TOTAL		\$250,000

Attachment D Insurance Requirements

SMM's Insurance Requirement

SMM, at its sole cost and expense and throughout the term of this Agreement, shall purchase and maintain the following insurance coverage:

- a. Workers' Compensation & Employers Liability – This coverage shall be carried in accordance with the laws of the state(s) in which the work described herein is being performed, even if the laws of those states does not specifically require that coverage be carried, and coverage shall be with the following limits:
 - i. Workers' Compensation: Statutory
 - ii. Employer's Liability:
 - 1. Each Accident \$1,000,000
 - 2. Occupational Disease per Employee \$1,000,000
 - 3. Occupational Disease Aggregate \$1,000,000
- b. Commercial General Liability – This policy shall be written on an Occurrence form, will be written on an Insurance Services Office (ISO) CG 00 01 12 07 or it equivalent, and must provide coverage for Bodily Injury, including death, Property Damage, Products/Completed Operations, Contractual Liability and Personal & Advertising Injury. This AGREEMENT must be recognized as an insured contract by this policy, including providing coverage for this AGREEMENT within the Personal & Advertising Injury coverage part. The following minimum limits shall be provided:
 - i. General Aggregate Specific to this AGREEMENT \$2,000,000
 - ii. Products/Completed Operations Aggregate Specific to this AGREEMENT \$2,000,000
 - iii. Personal & Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- c. Commercial Umbrella/Excess Liability – Coverage provided by this policy must at least be as broad as coverage found in policy b. of this Section, and must name policies a. and b. as underlying policies to which it attaches. If the limits of the underlying policies are reduced or exhausted due to loss payments, this policy's limits will apply in excess of the reduced limits, or if the underlying limits are exhausted, this policy's limits will apply as underlying limits until its own limits are exhausted. The minimum limits for this policy are \$5,000,000.
- d. General Insurance Provisions:
 - i. Policies a., b., and c. shall waive any rights of recovery or subrogation against CLIENT;
 - ii. Policies b. and c shall name CLIENT as an additional insured, and shall be primary and noncontributory;

- iii. All policies will be written with an insurance company that has an AM Best Financial Strength Rating of A X Stable or better, and must be licensed to do business within the state(s) where performance of this AGREEMENT will occur;
- iv. Any of the limits required above may be met with any combination of primary and excess policies as long as coverage is consistently broad in all layers;
- v. Insurance coverage limits, terms and conditions stated herein are to be considered minimums and do not denote to SMM or its insurers any limitations of liability. SMM is expected to maintain the appropriate insurance limits and coverage that are commensurate with the risks associated with the completion of this Agreement;
- vi. SMM, prior to the commencement of this agreement and the commencement of any work, shall deliver to CLIENT a valid Certificate of Insurance and a copy of the policy showing that the insurance requirements denoted in this section are in place. Upon the expiration of any policy described above, SMM shall deliver to CLIENT an updated Certificate of Insurance that shows that the expired policy has been renewed;
- vii. All policies must be endorsed to provide 30 days notice to CLIENT prior to cancellation. Coverage material to this agreement cannot be modified without 30 days notice to CLIENT.
- viii. SMM will require any subcontractors it engages to complete the scope of work described within to have and maintain insurance at least as broad and with at least the minimum limits as required of SMM by this AGREEMENT;
- ix. Failure to obtain or maintain any of the insurance requirements denoted within will be deemed a breach of this Agreement.

CLIENT's Insurance Requirement

CLIENT, at its sole cost and expense and throughout the term of this Agreement, shall purchase and maintain the following insurance coverage:

- a. Workers' Compensation & Employers Liability – This coverage shall be carried in accordance with the laws of the state(s) in which the work described herein is being performed, even if the laws of those states does not specifically require that coverage be carried, and coverage shall be with the following limits:

i. Workers' Compensation:	Statutory
ii. Employer's Liability:	
1. Each Accident	\$1,000,000
2. Occupational Disease per Employee	\$1,000,000
3. Occupational Disease Aggregate	\$1,000,000
- b. Commercial General Liability – This policy shall be written on an Occurrence form, will be written on an Insurance Services Office (ISO) CG 00 01 12 07 or it equivalent, and must provide coverage for Bodily Injury, including death, Property Damage, Products/Completed Operations, Contractual Liability and Personal & Advertising Injury. This AGREEMENT must be recognized as an insured contract by this policy, including providing coverage for

this AGREEMENT within the Personal & Advertising Injury coverage part. The following minimum limits shall be provided:

- | | | |
|------|--|-------------|
| i. | General Aggregate Specific to this AGREEMENT | \$2,000,000 |
| ii. | Products/Completed Operations Aggregate Specific to this AGREEMENT | \$2,000,000 |
| iii. | Personal & Advertising Injury | \$1,000,000 |
| iv. | Each Occurrence | \$1,000,000 |
- c. Commercial Umbrella/Excess Liability – Coverage provided by this policy must at least be as broad as coverage found in policy b. of this Section, and must name policies a. and b. as underlying policies to which it attaches. If the limits of the underlying policies are reduced or exhausted due to loss payments, this policy’s limits will apply in excess of the reduced limits, or if the underlying limits are exhausted, this policy’s limits will apply as underlying limits until its own limits are exhausted. The minimum limits for this policy are \$5,000,000.
- d. Property Insurance. CLIENT shall purchase and maintain its own property insurance that insures the Exhibit and CLIENT’s other property from loss or casualty.
- e. General Insurance Provisions:
- i. Policies a., b. c. and d. shall waive any rights of recovery or subrogation against SMM;
 - ii. Policies b. and c. shall name SMM as an additional insured, and shall be primary and noncontributory;
 - iii. All policies will be written with an insurance company that has an AM Best Financial Strength Rating of A X Stable or better, and must be licensed to do business within the state(s) where performance of this AGREEMENT will occur;
 - iv. Any of the limits required above may be met with any combination of primary and excess policies as long as coverage is consistently broad in all layers;
 - v. Insurance coverage limits, terms and conditions stated herein are to be considered minimums and do not denote to CLIENT or its insurers any limitations of liability.
 - vi. CLIENT, prior to the commencement of this agreement and the commencement of any work, shall deliver to SMM a valid Certificate of Insurance and a copy of the policy showing that the insurance requirements denoted in this section are in place. Upon the expiration of any policy described above, CLIENT shall deliver to SMM an updated Certificate of Insurance that shows that the expired policy has been renewed;
 - vii. All policies must be endorsed to provide 30 days’ notice to SMM prior to cancellation. Coverage material to this agreement cannot be modified without 30 days’ notice to SMM.



Request for Council Action

City Council Action

Request Approval of Base Bid

Description of Agenda Item

Public Works Roof Replacement Quotes

Strategic Initiative

To replace the roof on the County shop of the Public Works building

Owner of Agenda Item

Nick Arola, City Services Director, 218.421.5565, nickarola@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

As part of the Public Safety Building Project, we need to add fire suppression to the ceiling of the County portion of the Mechanics Shop. By doing this we will be adding weight to the ceiling. To make the ceiling code compliant with the additional weight, we need to remove the ballast that is on the roof. The base bid includes removing the ballast material and existing roof and installing a new roof membrane.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The cost of the base bid to remove and replace the roof is \$97,717.00. This cost is built into the cost of the Public Safety Building project. We also received an add alternate bid for putting a new roof on the remainder of the facility, this cost is \$445,995.00. We will use this number when we are talking with MnDot about deferred maintenance.

Action Requested

Approve quote from Range Cornice and Roofing for the new roof on the county mechanics shop in the amount of \$97,717.00.

Attachments

1. PW Roof Quotes



RANGE CORNICE & ROOFING COMPANY

ROOFING & ARCHITECTURAL SHEET METAL CONTRACTOR

PHONE: (218) 263-8812
Fax: (218) 263-8185
510 W. 41st Street
Hibbing, MN 55746

TO: City of Hibbing
ATTN: Jesse Story
EMAIL: JesseStory@hibbingmn.gov

DATE: July 1, 2025
QUOTE NO.: 25-167
SUBJECT: Hibbing Public Works
Approximately 8,900 SF

BID PROPOSAL

BASE BID: We propose to furnish all labor, equipment, and material to install a new Mechanically Fastened EPDM Roof System as follows.

1. Set up all necessary equipment and material to meet or exceed OSHA standards.
2. Remove existing rock and membrane, down to the existing insulation and dispose of, as per state and county codes.
3. Inspect Insulation and replace any wet with like kind and thickness.
4. Install (1) layer of 2.2" ISO Insulation, as per manufacturer's specifications, this will get you to or above R-35.
5. Install new wood nailer, to accommodate new insulation height, at the perimeter if needed.
6. Install new 60 Mil reinforced membrane and fasten down mechanically, as per manufacturer's specifications.
7. Flash all walls/penetrations watertight, as per manufacturer's specifications.
8. Install new walkway pads at access door sides of HVAC units.
9. Reinstall all existing metal flashing after roofing is complete.
10. Clean up roof and grounds to pre-existing conditions or better.
11. Furnish 20 year manufacturer's roof system warranty.

For the sum of:

NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS (\$97,717.00)

***Add Alternate #1 for the sum of \$445,995.00**

***Pricing does include money for a building permit.**

To Acknowledge acceptance of this proposal, please highlight which proposal option you require, sign below and email to Adminassistant@range cornice.com.

ACKNOWLEDGEMENT SIGNATURE:



RANGE CORNICE & ROOFING COMPANY
Terrance E. Marty/President
TEM/hmk



NELSON ROOFING, INC.

We Top Them All!

Hibbing Office 1955 Hwy 37 • Hibbing, MN 55746
218-262-3545 • Fax 218-263-8964

SECTION QUOTE

JOB NAME: HIBBING PUBLIC WORKS REROOF

JOB LOCATION: HIBBING, MN

ARCHITECT/ ENGINEER: BRUNTON
NRI QUOTE # 25-5249

BID DATE 07-11-2025

075323 EPDM MEMBRANE ROOFING
076200 SHEET METAL FLASHING & TRIM

BASE BID -----\$119,990.00

ADD ALTERNATE #1-----\$695,861.00

****ROOFING MATERIAL PRICE SUBJECT TO CHANGE UPON
DELIVERY DATE DUE TO MARKET VALUE****

ADDEMDUMS NOTED ----
QUOTE GOOD FOR 30 DAYS

QUOTED BY: John Larrabee
DATE: 07-11-2025