



HIBBING CITY COUNCIL
Regular Meeting
Wednesday, October 16, 2024
5:00 PM

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

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

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE

III. ADDS AND DELETES:

1. ADD: CONSENT AGENDA #16
BIDS & QUOTES #3b
DEPARTMENT & COMMITTEE REPORTS #4a

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of October 2, 2024
2. Approve the Minutes of the Hibbing City Council Workshop of October 2, 2024

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated October 11, 2024 checks #178437-178544 in the amount of \$1,028,218.55
2. Approve City Payroll ending October 2, 2024 in the amount of \$592,711.40
3. Authorize the hire of Landon Ryan for the Part-Time Community Service Officer (CSO) position pending pre-employment contingencies.
4. Authorize the hire of Christian Waldvogel for the Part-Time Community Service Officer (CSO) position pending pre-employment contingencies.
5. Authorize the hire of Alyssa Garcia for the full-time Code Enforcement Supervisor pending pre-employment contingencies.

6. Authorize the hire of Cory Nelson for the Full-Time Skilled Labor position effective October 17, 2024.
7. Authorize the hire of Grace Bigelow for the Temporary Library Aide position pending pre-employment contingencies.
8. Authorize the hire of Lilyan Noggle for the Temporary Library Intern position pending pre-employment contingencies.
9. Authorize the hire of Sarah Ronchetti for the Temporary Library Aide position pending pre-employment contingencies.
10. Authorize the promotion of Jeffrey Neumann to Sergeant II effective 10/17/2024.
11. Authorize the promotion of Timothy Stauty to Sergeant II effective 10/17/2024
12. Approve the renewal of the 2025 Northern Minnesota Dental insurance plan for active employees and retirees.
13. Set the next Regular Hibbing City Council Meeting for Wednesday, November 6, 2024 at 5:00 p.m. in the Hibbing City Hall Council Chamber
14. Set the next Hibbing City Council Workshop meeting for Wednesday, November 6, 2024 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber
15. Set the Hibbing City Council General Election Canvass Meeting for Friday, November 15, 2024 at 8:00 a.m. in the Hibbing City Hall Council Chamber (Date could change depending on St. Louis County's Canvass date and time)
16. Declare 6 snow plows, 2 truck cranes, 2 cable cranes, 1 concrete saw, 1 generator, and 1 anvil to surplus

VII. PUBLIC FORUM:

VIII. DEPARTMENT AND COMMITTEE REPORTS:

1. Community Development Director Betsy Olivanti

- a. Receive and file the Highland Hills Presentation and 1st Community Engagement report – with Bob Streetar and John Slack

2. City Services Director Nick Arola

- a. Approve City Services Director to go out for RFP for a Clubhouse Operator for the Hibbing Municipal Golf Course

3. City Administrator Greg Pruszinske

- a. Administrator's Report

4. City Attorney Andy Borland

- a. Offer Resolution No. 24-10-05 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN HIBBING, MINNESOTA

IX. BIDS AND QUOTES:

1. Finance Director-Treasurer Sheena Mulner

- a. Approve the proposal for the long-term financial plan from Abdo in the amount of \$23,000

2. City Services Director Nick Arola

- a. Approve the purchase of a conference table and 20 mid-back chairs to Innovative Office Solutions in the amount of \$18,047.43 (50% deposit required to order)

3. Chief of Police Steve Estey

- a. Approve the purchase of (16) megafi mobile kits and (15) iPhones from First Net in the amount of \$22,533.85
- b. Approve the purchase of (20) Getac Computers with Havis docking stations from Insight in the amount of \$54,240.

4. Foreman Jim Watkins

- a. Approve the purchase of a 480 V Flyght Concorator pump for the 1st Avenue Lift Station to Electric Pump in the amount of \$20,014.00
- b. Approve the purchase and have installed communications for Mesabi Pines Lift Station from Electric Pump in the amount of \$20,803.94

5. Betsy Olivanti

- a. Approve the purchase of Parcel ID: 140-0290-00619, south of Jasper Engineering on 5th Avenue for the amount of \$26,900 + any applicable fees

6. City Administrator Greg Pruszinske

- a. Motion and action to execute an agreement with Brunton Architects for the Hibbing Public Safety Center
- b. Approve the Public Safety Building Commissioning Services as follows:
 - Award the Proposal to Hallberg for the Building Systems Commissioning Services in the amount of \$71,500.00
 - Award the Proposal to Lerch-Bates for the Exterior Envelope Commissioning Services in the amount of \$82,650.00

X. LICENSES AND PERMITS:

1. Approve the raffle permit application request of ISD #701 to hold a raffle on DATE TO BE DETERMINED

RAFFLE # 24-10-02

2. Approve the Raffle Permit Application Request of Blessed Sacrament Church to hold their raffle on Friday, February 7, 2024 at the Assumption Catholic School

Raffle # 24-10-03

XI. ADJOURNMENT:

**THE MINUTES OF THE REGULAR MEETING OF THE
HIBBING CITY COUNCIL
Wednesday October 2, 2024**

TIME AND PLACE: A Regular Meeting of the Hibbing City Council was held on Wednesday, October 2, 2024 in the City Hall Council Chamber.

CALL TO ORDER: Acting Mayor Justin Fosso called the meeting to order at 5:00 p.m.

ATTENDANCE: Present at roll call Acting Mayor Justin Fosso, Councilor James Bayliss, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, City Engineer Jesse Story and Chief of Police Steve Estey. Mayor Pete Hyduke, Councilor John Schweiberger and City Clerk-Deputy Administrator Candie Seppala were absent.

PLEDGE OF ALLEGIANCE:

ADDs/DELETES:

- **ADD: CONSENT AGENDA #9 - #14**
- **ADD: DEPARTMENT AND COMMITTEE REPORTS #5a & #5b**
- **ADD: BIDS & QUOTES #2c**
- **ADD: LICENSES & PERMITS #3**
- **ADD: PUBLIC HEARING #1 & #2**

APPROVAL OF THE AGENDA:

Councilor Bayliss, supported by Councilor Whitney, moved to approve the Agenda.

Motion CARRIED

APPROVAL OF MINUTES:

Councilor Whitney, supported by Councilor Hoffman Saccoman, moved to approve the minutes of the Regular Hibbing City Council Meeting of September 18, 2024.

Motion CARRIED

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to approve the minutes of the Hibbing City Council Workshop Meeting of September 23, 2024.

Motion CARRIED

CONSENT AGENDA:

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the Consent Agenda #s 1-15.

Motion CARRIED

1. Approve Accounts Payable dated October 1, 2024, checks #178327-178436 in the amount of \$748,244.14
2. Approve City Payroll for pay period ending September 20, 2024 in the amount of \$581,322.41
3. Accept and place on file the Hibbing Police Department Activity Report for August, 2024
4. Authorize the posting of a Full-Time Wastewater Treatment Plant Operator
5. Authorize the hire of Emma LaVigne for the City Services Seasonal Maintenance Position pending pre-employment contingencies
6. Authorize the hire of Alan Hagberg for the Full-Time City Services Maintenance Position pending pre-employment contingencies
7. Authorize the City of Hibbing's Fall Yard Waste Clean-Up beginning October 28th through November 8th, 2024
8. Authorize the Acting Mayor to sign a Letter of Support of the Hibbing Area Chamber of Commerce's request for Culture and Tourism grant funding for the purchase of mobile mural track systems for the Hibbing Community
9. Authorize the hire of Jeffrey Lang for the Full-Time Auto Truck Driver/Skilled Labor Position effective October 17, 2024
10. Approve the updated City Services Maintenance Lead job description
11. Authorize the posting for a Full-Time Maintenance Lead with the City Services Department
12. Authorize the Acting Mayor to sign the Letter of Support for Phase 1 of the Green Iron Plant Project
13. Authorize the Hibbing City Council to attend the Pathblazers Snowmobile Club Open House on Saturday, October 5, 2024 at 119 6th Street SE, Chisholm MN 55719 from Noon - 4 p.m.

14. Authorize the Hibbing City Council to attend a Joint Workshop Meeting with the Chisholm Hibbing Airport Authority on Wednesday, October 23, 2024 in the Hibbing City Hall 2nd Floor Conference Room at 5:00 p.m.
15. Set the next Hibbing City Council Meeting for Wednesday, October 16, 2024 in the City Hall Council Chamber at 5:00 p.m.
16. Set the next Hibbing City Council Workshop Meeting for Wednesday, October 16, 2024 in the City Hall Council Chamber following the Regular City Council Meeting
17. Thank you to all of the entities that made the Hibbing Fire Departments Open House a success last weekend; some of the entities are Fairview, DNR Conservation Officers, DNR Wildlife Fire, St. Louis County Rescue Squad, Hibbing Police Department, City of Hibbing Personnel – both City Hall and Public Works Staff, LifeLink, Servpro, Pizza Ranch, Hibbing Fire Explorers, Family and Friends of the Hibbing Fire Department, Porta John, Sunrise Bakery, Hibbing Fire Department, Widseth, Hardees, ISD #701, JETZ Rental, Pepsi, Old Dutch and Sullivan Candy & Supply

PUBLIC HEARING:

Acting Mayor Fosso opened the PUBLIC HEARING TO VACATE THE ALLEY RUNNING BETWEEN 2ND AVENUE NORTH AND 1ST AVENUE NORTH BETWEEN LOTS 22 AND 23, BLOCK 3, AND LOTS 17 AND 18, BLOCK 3, RESPECTIVELY ALL IN STATE SECOND ADDITION TO KELLY LAKE.

Acting Mayor Fosso asked three times if there was anyone in the audience who wished to speak; there was no one in the audience who wished to speak.

Councilor Bayliss, supported by Councilor Whitney, moved to close the PUBLIC HEARING TO VACATE THE ALLEY RUNNING BETWEEN 2ND AVENUE NORTH AND 1ST AVENUE NORTH BETWEEN LOTS 22 AND 23, BLOCK 3, AND LOTS 17 AND 18, BLOCK 3, RESPECTIVELY ALL IN STATE SECOND ADDITION TO KELLY LAKE.

Motion CARRIED

Offer RESOLUTION NO. 24-10-07 TO VACATE THE ALLEY RUNNING BETWEEN 2ND AVENUE NORTH AND 1ST AVENUE NORTH BETWEEN LOTS 22 AND 23, BLOCK 3, AND LOTS 17 AND 18, BLOCK 3, RESPECTIVELY ALL IN STATE SECOND ADDITION TO KELLY LAKE

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to offer RESOLUTION NO. 24-10-03 TO VACATE THE ALLEY RUNNING BETWEEN 2ND AVENUE NORTH AND 1ST AVENUE NORTH BETWEEN LOTS 22 AND 23, BLOCK 3, AND LOTS 17 AND 18, BLOCK 3, RESPECTIVELY ALL IN STATE SECOND ADDITION TO KELLY LAKE.

Motion CARRIED

PUBLIC FORUM:

DEPARTMENT AND COMMITTEE REPORTS:

Offer RESOLUTION NO. 24-10-03 TO WAIVE THE CITY ASSESSMENTS TOTALING \$1,589.79 ON PARCEL IDS: 140-0050-04080, 140-0096-00850, AND 140-0220-03170 BEFORE TRANSFERRING PARCELS TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY FOR THE PURPOSE OF BUILDING HOMES IN THE CITY OF HIBBING

Councilor Bayliss, supported by Councilor Hildenbrand, moved to offer RESOLUTION NO. 24-10-03 TO WAIVE THE CITY ASSESSMENTS TOTALING \$1,589.79 ON PARCEL IDS: 140-0050-04080, 140-0096-00850, AND 140-0220-03170 BEFORE TRANSFERRING PARCELS TO NORTH ST. LOUIS COUNTY HABITAT FOR HUMANITY FOR THE PURPOSE OF BUILDING HOMES IN THE CITY OF HIBBING.

Discussion: Councilor Hoffman Saccoman asked if HPUC has seen this request yet; Councilor Bayliss stated that HPUC has not seen this yet, he would assume it will be on their next meeting agenda. Councilor Whitney asked Community Development Director Betsy Olivanti where these three parcels are located; Community Development Director Olivanti gave the parcel locations.

Motion CARRIED

Authorize AEOA New Facility into Nor-Tech Property Right of Access Agreement

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to authorize AEOA New Facility into Nor-Tech Property Right of Access Agreement.

Motion CARRIED

Approve the 2025 Health Insurance Plan with Pereto for active employees and early retirees

Councilor Whitney, supported by Councilor Bayliss, moved to approve 2025 Health Insurance Plan with Pereto for active employees and early retirees.

Motion CARRIED

Approve a Conditional Use Permit request of Minnesota Power Allete to allow for the construction of a substation on the subject property, Parcel ID #141- 0150-00080

Councilor Bayliss, supported by Councilor Hoffman Saccoman, moved to approve a Conditional Use Permit request of Minnesota Power Allete to allow for the construction of a substation on the subject property, Parcel ID #141- 0150-00080.

Motion CARRIED

Approve a Conditional Use Permit request of Hibbing Public Utilities to allow for the construction of a substation on the subject property, 1840 1st Avenue

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve a Conditional Use Permit request of Hibbing Public Utilities to allow for the construction of a substation on the subject property, 1840 1st Avenue.

Discussion: Councilor Bayliss asked where on the parcel is the substation proposed to be built; Building Official Pat Green explained it will be on the east side south of the building that is there.

Motion CARRIED

Approve a Zoning Amendment request of Hibbing Public Utilities on the subject property, 520 West 31st Street

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve a Zoning Amendment request of Hibbing Public Utilities on the subject property, 520 West 31st Street.

Motion CARRIED

Approve a Conditional Use Permit request of Hibbing Public Utilities to allow for the construction of a substation on the subject property, 520 West 31st Street

Councilor Whitney, supported by Councilor Hildenbrand, moved to approve a Conditional Use Permit request of Hibbing Public Utilities to allow for the construction of a substation on the subject property, 520 West 31st Street.

Motion CARRIED

Offer RESOLUTION No. 24-10-01 APPROVING A SUBDIVISION PLAT EXEMPTION REQUEST OF CURTIS LUNDIN

Councilor Bayliss, supported by Councilor Hoffman Saccoman, moved to offer RESOLUTION No. 24-10-01 APPROVING A SUBDIVISION PLAT EXEMPTION REQUEST OF CURTIS LUNDIN.

Motion CARRIED

Offer RESOLUTION NO. 24-10-02 APPROVING A SUBDIVISION PLAT EXEMPTION REQUEST OF CELIA AND WILLIAM CAMERON

Councilor Whitney, supported by Councilor Bayliss, moved to offer RESOLUTION NO. 24-10-02 APPROVING A SUBDIVISION PLAT EXEMPTION REQUEST OF CELIA AND WILLIAM CAMERON.

Discussion: Councilor Bayliss asked if there is a structure on the 10 ft. x 70 ft. section of property that is being purchase by the Applicant; Building Official Green stated no, there is not a structure on the 10 ft. x 70 ft. section of property.

Motion CARRIED

Offer RESOLUTION No. 24-10-05 SETTING A PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR SIDEWALK REPLACEMENT

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to offer RESOLUTION No. 24-10-05 SETTING A PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR SIDEWALK REPLACEMENT.

Motion CARRIED

Offer RESOLUTION No. 24-10-06 SETTING A PUBLIC HEARING ON SPECIAL ASSESSMENTS

Councilor Bayliss, supported by Councilor Hildenbrand, moved to offer RESOLUTION No. 24-10-06 SETTING A PUBLIC HEARING ON SPECIAL ASSESSMENTS.

Motion CARRIED

BIDS AND QUOTES:

Approve the quote for Road Salt for the 2024/2025 Winter Season from Compass Minerals in the amount of \$37,669.50

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the quote for Road Salt for the 2024/2025 Winter Season from Compass Minerals in the amount of \$37,669.50.

Discussion: Councilor Whitney asked City Engineer Jesse Story if the City saved money on road salt last year with the mild winter; City Engineer Story stated yes, we are fully stocked with salt sand for the winter.

Motion CARRIED

Approve the quote to MacQueen Equipment for a 2025 Elgin Pelican Street Sweeper in the amount of \$322,492.00

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the quote to MacQueen Equipment for a 2025 Elgin Pelican Street Sweeper in the amount of \$322,492.00.

Motion CARRIED

Approve the rental budget increase of \$30,000 for a 2025 Elgin Street Sweeper Lease to MacQueen in the amount of \$14,500 per month plus insurance

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve the rental budget increase of \$30,000 for a 2025 Elgin Street Sweeper Lease to MacQueen in the amount of \$14,500 per month plus insurance.

Motion CARRIED

Approve the payment to Hart Electric for concession stand electrical work at the racetrack in the amount of \$11,751.70

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the payment to Hart Electric for concession stand electrical work at the racetrack in the amount of \$11,751.70.

Motion CARRIED

Approve the final payment application to Max Gray Construction in the amount of \$130,333.86 to close out the Mine View Building Project and accept substantial completion of the project

Councilor Hoffman Saccoman, supported by Councilor Hildenbrand, moved to approve the final payment application to Max Gray Construction in the amount of \$130,333.86 to close out the Mine View Building Project and accept substantial completion of the project.

Discussion: Councilor Bayliss asked City Services Director Nick Arola to recap how the final amount compared to the budget; City Services Director Arola stated that there were few change orders for cost, but the completion date was pushed back several months.

Motion CARRIED

Approve the Carey Lake bid packages for Septic, Well, and Clearing & Grubbing as presented:

*** SSTS Design-Build Project: George Bougalis & Sons Co. for \$133,200.00**

*** Well Drilling Project: Mark's Well & Pump for \$19,775.00 + defined expenses**

*** Clearing and Grubbing Project: George Bougalis & Sons Co. for \$68,617.50**

Councilor Whitney, supported by Councilor Hildenbrand, moved to approve the Carey Lake bid package for Septic Design-Build to George Bougalis & Sons Co. for \$133,200.00.

Motion CARRIED

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to approve the Carey Lake bid package for Well Drilling to Mark's Well & Pump for \$19,775.00 + defined expenses.

Motion CARRIED

Councilor Bayliss, supported by Councilor Hildenbrand, moved to approve the Carey Lake bid package for Clearing & Grubbing to George Bougalis & Sons Co. for \$68,617.50.

Motion CARRIED

BOARDS AND COMMISSIONS:

LICENSES AND PERMITS:

Councilor Bayliss, supported by Councilor Whitney, moved to approve the Campus Life Block Party located at 2012 7th Avenue East hosted by the Mesabi Range Youth for Christ on Monday, October 14, 2024.

Motion CARRIED

Councilor Hoffman Saccoman, supported by Councilor Whitney, moved to approve the Special Event Permit Application of the STEM Showcase to hold their event at the Memorial Building on Friday, October 4, 2024.

Motion CARRIED

Councilor Hoffman Saccoman, supported by Councilor Bayliss, moved to approve the Raffle Permit Application Request of the Hibbing Tourist Center Senior Citizens, Inc. to hold their raffle October 1, 2024 through November 30, 2024 at the Hibbing Tourist Center.

Motion CARRIED

CLOSED SESSION:

**FOR THE PURPOSE TO CONSIDER THE PURCHASE OF
REAL PROPERTY PARCELS #140-0290-00619 AND
#140-0270-01318 PURSUANT TO MN ST SECTION
13D.05SUB.3(c3)**

Councilor Hildenbrand, supported by Councilor Whitney, moved to go into closed session for the purpose to consider the purchase of real property #140-0290-00619 and #140-0270-01318 under MN State Statute 13D.05, subd. 3(c)3.

Motion CARRIED

Authorize the Community Development Director to submit in the public bidding process for Parcel #140-0290-00619 for an amount up to the amount committed by the HRA to purchase the property

Councilor Bayliss, supported by Councilor Hoffman Saccoman, moved to authorize the Community Development Director to submit in the public bidding process for Parcel #140-0290-00619 for an amount up to the amount committed by the HRA to purchase the property.

Motion CARRIED

Authorize the Community Development Director to offer the appraised value for Parcel #140-0270-01318 in proposing to purchase the property

Councilor Hildenbrand, supported by Councilor Whitney, moved to authorize the Community Development Director to offer the appraised value for Parcel #140-0270-01318 in proposing to purchase the property.

Motion CARRIED

Acting Mayor Fosso made an announcement that the Your Safety Our Priority Open House is on Tuesday, October 8, 2024 from 4-7 p.m. at the Memorial Building.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:00 p.m. by Councilor Bayliss and supported by Councilor Hildenbrand.

Motion CARRIED

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

THE MINUTES OF THE HIBBING CITY COUNCIL WORKSHOP MEETING
Wednesday October 2, 2024

TIME AND PLACE: A Hibbing City Council Workshop Meeting was held on Wednesday, October 2, 2024 in the City Hall Council Chamber

CALL TO ORDER: Acting Mayor Justin Fosso called the meeting to order at 6:10 p.m.

ATTENDANCE Present at roll call Acting Mayor Justin Fosso, Councilor James Bayliss, Councilor Jay Hildenbrand, Councilor Jennifer Hoffman Saccoman and Councilor Chris Whitney. Also present were City Administrator Greg Pruszinske, City Clerk-Deputy Administrator Candie Seppala, Treasurer-Finance Director Sheena Mulner, City Attorney Andy Borland, City Engineer Jesse Story and Chief of Police Steve Estey. Mayor Pete Hyduke, Councilor John Schweiberger and City Clerk-Deputy Administrator Candie Seppala were absent.

DISCUSSIONS TO INCLUDE:

Technology

DISCUSSION: Chief of Police Steve Estey and Justin Whirley with Fusion Tech LLC spoke about the City's current technology, and updating and modernizing the technology. There was some discussion between City Councilors, Staff and Mr. Whirley regarding this topic.

Mine View

DISCUSSION: City Administrator Greg Pruszinske and City Engineer Jesse Story gave the Council an update regarding the options to get sewer and water to the Mine View. There was some discussion between City Councilors and Staff regarding this topic.

Other Additional Issues/Concerns for discussion:

- **Meeting with School District**

DISCUSSION: City Administrator Pruszinske and City Engineer Story spoke to the Council about a meeting they had with the School District regarding the possibility of purchasing some City owned property to be used for needed parking. There was some discussion between City Councilors and Staff regarding this topic.

- **Joint Meeting with School Board**

DISCUSSION: City Administrator Pruszinske stated that the School Board has invited the City Council to a Joint Meeting and asked if that is something that the Councilors would be interested in; the Councilors stated yes.

- **Minnesota Street Project**

DISCUSSION: Councilor Bayliss stated that he is looking for a determination of where the City feels they are at with the finalization of the Minnesota Street Project. There was some discussion between City Councilors and Staff regarding this topic.

- **Addresses**

DISCUSSION: Councilor Hoffman Saccoman asked that for better transparency purposes the property address be used in addition to the parcel id # or legal description.

- **Animal Shelter**

DISCUSSION: Councilor Whitney asked City Administrator Pruszinske if he had an update regarding the Animal Shelter; City Administrator Pruszinske gave the Councilors a brief update regarding the Animal Shelter. There was some discussion between City Councilors and Staff regarding this topic.

- **2025 Budget**

DISCUSSION: Treasurer-Finance Director Sheena Mulner and City Administrator Pruszinske spoke briefly about the next steps regarding the 2025 Budget.

ADJOURNMENT: Acting Mayor Justin Fosso adjourned the meeting at 7:35 p.m.

CITY OF HIBBING

Pete Hyduke, Mayor

ATTEST: _____
Candie Seppala, City Clerk-Deputy Administrator

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003091	A G O'BRIEN PLUMBING & HEATING CO							
	I-PAY APP #1 9/30/24	PAY APP # 1/HBG C HALL BLDG RN	R	10/11/2024		56,294.96CR	178437	56,294.96
005235	AMAZON CAPITAL SERVICES, INC.							
	C-173D-QLL11-GKNT	CR FOR LAPTOP COMPUTERS	R	10/11/2024		558.36	178438	
	C-1RRG-LMHQ-DHWW	CR FOR MOUSE/OTTERBOX	R	10/11/2024		62.96	178438	
	I-11JC-TXR4-DYPR	THERMAL PRINTER	R	10/11/2024		398.00CR	178438	
	I-1GXX-TXWG-G7XN	PIGEON TRAP/CAGE	R	10/11/2024		89.96CR	178438	
	I-1K4W-LNTP-94PL	CRAFT CART/TABLE/SUGAR/CREAMER	R	10/11/2024		2,258.46CR	178438	
	I-1KTW-RQFG-C6RL	HANDWASH/CLIP/CARD HOLDER	R	10/11/2024		114.68CR	178438	
	I-1R9T-GY93-GD6M	MAILBOX/IPHONE CABLE/MOUSE PAD	R	10/11/2024		121.81CR	178438	
	I-1XCJ-QGTM-9NLX	PARTY SUPPLIES/POPCORN/GUIDE	R	10/11/2024		334.45CR	178438	2,696.04
005479	ARROWHEAD LOCKSMITH SERVICE, LLC							
	I-0943	REKEY CYL/KEYS/ANIM SHELT	R	10/11/2024		340.00CR	178439	
	I-0947	DUPLICATE KEY	R	10/11/2024		185.00CR	178439	
	I-0948	DUPLICATE KEY	R	10/11/2024		75.00CR	178439	600.00
005605	ASCENDANCE TRUCKS CENTRAL, LLC							
	I-RA178000031:01	CABLE TI/TERM-BO/TAPE/DIAGNOSE	R	10/11/2024		1,557.12CR	178440	
	I-XAL780000221:01	BELT/FAN/8PK/TYPE IV	R	10/11/2024		90.08CR	178440	1,647.20
003467	AT&T MOBILITY							
	I-287290853786 SEP24	ACT 287290853786 SEPT 24	R	10/11/2024		2,761.57CR	178441	
	I-287311447666 SEP24	ACT 287311447666 SEPT 24	R	10/11/2024		1,158.28CR	178441	3,919.85
002481	BALDWIN SUPPLY CO							
	I-3897445	VALVE/PLUG VALE FLANGED/WHL	R	10/11/2024		1,193.63CR	178442	1,193.63
001744	BARR ENGINEERING 2							
	I-23692840.00-6	AMGS NEW BLDG ELECTRICAL	R	10/11/2024		2,867.00CR	178443	
	I-23692856.00-4	PARKS & TRAILS M PLAN 10/08/24	R	10/11/2024		8,815.00CR	178443	
	I-23692863.00-3	AMGS CONSTR SUPPT SVCS	R	10/11/2024		1,240.00CR	178443	12,922.00
000340	BENCHMARK ENGINEERING INC							
	I-2409-04	PROF SURVEYING SVC/HBG BOUNDAR	R	10/11/2024		3,080.00CR	178444	3,080.00
000282	BISMARCK MAP CO. (FORMERLY COMMUNITY GIS)							
	I-3150	AUG 24 HOST MAPPING APPL	R	10/11/2024		600.00CR	178445	600.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-NOV 24 20001	ACT 2833120001 NOV 24	R	10/11/2024		17,753.16CR	178446	
	I-NOV 24 40001	ACT 2007540001 NOV 24	R	10/11/2024		4,912.50CR	178446	322,665.66

10/11/24
Carol Wazulka³¹⁷
Check # 20178437 - 178544

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000360	BOB HECIMOVICH MECHANICAL CONTRACTING INC I-4333	WATER/STEAM LINES/D WASHER/MB	R	10/11/2024		278.87CR	178447	278.87
005669	BOOMTOWN GROUP CATERING I-000244	BUSINESS RECRUITMENT DINNER	R	10/11/2024		317.93CR	178448	317.93
002495	BOUND TREE MEDICAL I-85492197 I-85492198	HEAD IMMOB/FILTERLINE/CANNULA GLOVES	R R	10/11/2024 10/11/2024		566.47CR 949.50CR	178449 178449	1,515.97
000136	BRAUN INTERTEC CORP I-B401969	HBG CITY HALL RENOV/9/20/24	R	10/11/2024		280.00CR	178450	280.00
000046	CARQUEST AUTO PARTS C-5077-204787 I-5077-204588 I-5077-204589 I-5077-204600 I-5077-204659 I-5077-204692 I-5077-204769 I-5077-204776 I-5077-204810 I-5077-204861 I-5077-204873	BRAKE CALIPER/#152 RIGHTSTUFF GSKT MAKR TIE ROD END BELT DRESSING FUEL & AIR FILTERS/FUEL/HYDR OIL FILTER CAB AIR ELEMENT/LUBE/FILTER BATTERY LT BULB SKCT SWEDGE/REDUCER BUSHING/ENDS HUB & BEARING ASSY	R R R R R R R R R R R R	10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024		146.59 22.69CR 42.82CR 8.57CR 255.88CR 3.12CR 148.41CR 335.14CR 6.66CR 40.73CR 230.07CR	178451 178451 178451 178451 178451 178451 178451 178451 178451 178451 178451	947.50
003604	CENTURY LINK I-1340 SEPT 24 I-3350 SEPT 24	ACT 218-263-1340 SEPT 24 ACT 218-263-3350 SEPT 24	R R	10/11/2024 10/11/2024		128.90CR 186.05CR	178452 178452	314.95
005521	CINTAS CORP I-SEPT 24	SEPTEMBER 2024 SVCS	R	10/11/2024		3,333.12CR	178453	3,333.12
005461	CIVICPLUS, LLC I-312735	CIVIC CLERK ANN FEE/AGEN&MIN	R	10/11/2024		5,035.80CR	178454	5,035.80
000101	CLAREY'S SAFETY EQUIPMENT I-205922 I-207284	VALVE EYEGGLASS HOLDER KITS	R R	10/11/2024 10/11/2024		102.35CR 662.99CR	178455 178455	765.34
005497	COLE APPRAISAL & CONSULTING, LLC I-20205717	NARRATIVE APPR REPT/E HOWARD	R	10/11/2024		3,500.00CR	178456	3,500.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000025	COMMERCIAL REFRIG SYSTEMS I-47262	COMPRESSOR #3 OVERHAUL	R	10/11/2024		7,937.50CR	178457	7,937.50
003494	COMPASS MINERALS I-1379421 I-1379949	BULK HIGHWAY COARSE W/YPS BULK HIGHWAY COARSE W/YPS	R	10/11/2024 R 10/11/2024		8,159.21CR 6,103.30CR	178458 178458	14,262.51
000045	COMPUDYNE LLC DBA INTEGRIS LLC I-561738 I-567001	SEPT 24 SPAM/BACKUP/SVR/SWITCH OCT 24 SPAM/BACKUP/SVR/SWITCH	R	10/11/2024 R 10/11/2024		9,994.13CR 10,003.84CR	178459 178459	19,997.97
003611	CONSOLIDATED COMMUNICATIONS (FMR HICKORY TECH) I-507-052-1052/SEP24	ACT 507-052-1052/0 WEB SEPT 24	R	10/11/2024		9.96CR	178460	9.96
001125	D ERVASTI SALES CO I-16422	SWITCHBACK GR BOSS WHITE	R	10/11/2024		2,546.10CR	178461	2,546.10
005630	DAVEY RESOURCE GROUP, INC I-9000073825	TREE INV/PROF SVCS 9/28/24	R	10/11/2024		21,550.00CR	178462	21,550.00
002706	DOMINOS PIZZA I-09/25/24	PIZZA/TEEN MOVIE NIGHT/LIBR	R	10/11/2024		34.31CR	178463	34.31
000565	EARL F ANDERSEN, INC I-0137682-IN	16X9 HIP WHT/RED D/F FIRE #	R	10/11/2024		510.40CR	178464	510.40
005644	EJ EQUIPMENT, INC. I-P00276	65' EXT CABLE	R	10/11/2024		88.40CR	178465	88.40
005225	FAIRVIEW RRHS I-HFD09-2024	RRHS MCKESSON SEPT 24	R	10/11/2024		1,243.88CR	178466	1,243.88
003080	FLAHERTY & HOOD, PA I-21975	LABOR/EMPL/CONS/SVCS 9/24	R	10/11/2024		41.25CR	178467	41.25
000026	FORD OF HIBBING I-524957 I-524960 I-524975	MOTOR AND/H4 FUSE/RELAY WIRE ASY	R	10/11/2024 R 10/11/2024 R 10/11/2024		417.15CR 198.94CR 137.64CR	178468 178468 178468	753.73
005633	FUSIONTECH LLC I-HIBBING-SEPT2024	IMPLEM/PLAN/CONSULT/TECH SUP	R	10/11/2024		3,487.50CR	178469	3,487.50

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000261	GOPHER STATE ONE CALL I-4090471	SEPT 2024 EMAIL/VOICE	R	10/11/2024		477.90CR	178470	477.90
001021	GRAINGER PARTS I-9252383501 I-9254248611 I-9254339105 I-9258798256 I-9261668579	METAL AIR FILTERS GRAFFITI REMOVER GRAFFITI REM/T PAPER/KIT TOWEL CARTRIDGE/WHITE INK CRG	R	10/11/2024		391.00CR 64.62CR 163.06CR 128.76CR 40.39CR	178471 178471 178471 178471 178471	 787.83
000535	HART ELECTRIC OF NORTHERN MINNESOTA INC. I-470187 I-470250	MIRACLE LG CABLE/BREAKER/BP UNDERGRND WIRE/TEST/BP PKG	R	10/11/2024		7,200.00CR 500.00CR	178472 178472	 7,700.00
001994	HIBBING VOLUNTEER FIRE RE I-09/30/24	2024 ST FIRE AID/SUPPLEMENTAL	R	10/11/2024		29,104.06CR	178473	29,104.06
000922	HIBBING PUBLIC ACCESS TELEVISION I-1ST 1/2 OCT 24 I-2ND 1/2 OCT 24	1ST 1/2 OCT 2024 SVC FEE 2ND 1/2 OCT 24 SVC FEE	R	10/11/2024		3,185.00CR 3,185.00CR	178474 178474	 6,370.00
000488	IMPERIALDADE (FRMLY DALCO) C-4268878 I-4290744	RTN/BLACK METAL DUST PANS URINAL SCRNS/T TISSUE/CAN LNRS	R	10/11/2024		121.20 860.21CR	178475 178475	 739.01
005009	INGRAM LIBRARY SERVICES I-63090356 I-63105072 I-63106456 I-63106493 I-63107103 I-63109532 I-63110247 I-63111201 I-63111689 I-67726364 I-67746167	BOOKS/COVERS/JACKETS BOOKS/JACKETS/LABELS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS BOOK/JACKET/LABEL/STAMP BOOKS/JACKETS/LABELS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS BOOKS/COVERS/JACKETS	R	10/11/2024		750.25CR 1,286.27CR 141.49CR 76.01CR 48.26CR 113.63CR 23.15CR 49.21CR 216.78CR 468.24CR 291.47CR	178476 178476 178476 178476 178476 178476 178476 178476 178476 178476 178476	 3,464.76
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP I-IN4653395 I-IN4658804 I-IN4658840 I-IN4658933 I-IN4659966 I-IN4660022	DSK CALENDARS TONER/PENS/MARKERS CALENDARS/RIBBON/POUCH/TAPE ADDRSS LABELS TONER BOARD/WHTBRD	R	10/11/2024		47.15CR 269.46CR 150.96CR 580.40CR 154.76CR 572.80CR	178477 178477 178477 178477 178477 178477	 1,775.53

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005643	IRON RANGE ELECTRIC LLC I-57A	PMT 1/WWTP CHLOR BLDG RENO	R	10/11/2024		17,142.00CR	178478	17,142.00
001473	IRON RANGE TIRE SERVICE I-35034	11R22.5 G GDYR G622 RSD	R	10/11/2024		574.21CR	178479	574.21
005663	TRENT JANEZICH I-1	PICKLEBALL GROUP TRAINING	R	10/11/2024		240.00CR	178480	240.00
005622	JLG ARCHITECTS I-24030-7	PROF SVCS 9/30/24/MB	R	10/11/2024		3,920.00CR	178481	3,920.00
005371	KELLER, MICHAEL, PHD I-08/31/24 I-09/29/24	PRE-EMPL PSYCH EVALS PRE-EMPL PSYCH EVAL/M HATFIELD	R R	10/11/2024 10/11/2024		1,300.00CR 650.00CR	178482 178482	1,950.00
004078	KNOX COMPANY I-INV-KA-213293 I-INV-KA-314421	REPAIR MED VAULT 2.5 IG/STD DR 1 KNOX CONNECT/SOFTWARE	R R	10/11/2024 10/11/2024		541.00CR 584.00CR	178483 178483	1,125.00
000285	L & L RENTALS INC I-1-200829 I-1-201315	33 PROPANE FILL HOSE CLAMP KIT	R R	10/11/2024 10/11/2024		82.50CR 182.10CR	178484 178484	264.60
000334	L & M FLEET SUPPLY I-9487827 I-9487984 I-9488871 I-9490633 I-9491650 I-9491696 I-9491896 I-9492211 I-9492265 I-9492440 I-9492441 I-9495266 I-9495330	SPRING WATER GLOVES MASONRY CUTOFF WHL/SAW BLADES TUB O TOWELS/SAFETY GLASSES PAIL/WATER HEATER/SIGNS TARP STRAPS/POOL NOODLE SPORTSMANS TRUNK BLZ ORANGE SAFETY BOOTS/ANDY MERRICK SAFETY BOOTS/RYAN STEPHENSON BATTERY/TAPE/ELEC TAPE SPRING WATER DISH SOAP/BRUSH/NOZZLE/CHIP HEX ROD /ROOF CEMENT	R R R R R R R R R R R R R R	10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024		26.56CR 94.96CR 32.15CR 21.83CR 44.56CR 30.32CR 47.49CR 132.99CR 175.00CR 27.50CR 92.96CR 79.72CR 10.91CR	178485 178485 178485 178485 178485 178485 178485 178485 178485 178485 178485 178485 178485	816.95
000166	LAWSON PRODUCTS INC C-9500293973 I-9311873712	STEEL HOSE CLAMP STEEL HOSE CLAMP/FUSE/BUTT CON	R R	10/11/2024 10/11/2024		73.45 748.58CR	178486 178486	675.13

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005477	LEGENGE SUBSIDIARY HOLDINGS, LLC I-11676	C HALL PROF SVCS 9/30/24	R	10/11/2024		14,656.00CR	178487	14,656.00
003938	LIBERTY PROCESS EQUIPMENT, INC I-0104613-IN	ROTOR/STATOR/LOCK NUT/BEARING	R	10/11/2024		3,614.07CR	178488	3,614.07
000095	LMCIT c/o BERKLEY RISK ADMINISTRATORS CO I-40007231 ADJ 24	PREM AUDITADJ WC 3/1/23-3/1/24	R	10/11/2024		20,510.00CR	178489	20,510.00
002751	LOWES HOME CENTERS, INC I-99006569174 SEPT24	ACT 99006569174 SEPT 24	R	10/11/2024		1,208.02CR	178490	1,208.02
005649	LUMICHRON I-128606	CLOCK RESTORATION/HBG CITY HAL	R	10/11/2024		19,268.20CR	178491	19,268.20
000246	MACQUEEN EQUIPMENT INC I-P60138	CARBIDE SCRAPER	R	10/11/2024		1,375.18CR	178492	1,375.18
002867	MEDIACOM LLC I-1700 SEPT 24	ACT 8384923250001700 SEPT 24	R	10/11/2024		138.31CR	178493	138.31
000997	TERRI HAMRE-ANDERSON FOR I-10/04/24 I-10/04/24A	GENERAL SKATING/OPEN HOCKEY REIMB PC/YARN/ICE LINES	R	10/11/2024 R 10/11/2024		200.00CR 22.72CR	178494 178494	222.72
000881	MESABI TRIBUNE/APG MEDIA OF MN I-865 SEPT 24	ACT 865 SEPT 24/SUMM FINANCIAL	R	10/11/2024		1,462.00CR	178495	1,462.00
000339	METRO SALES INC I-INV2607117 I-INV2616368 I-INV2619195	IMC2000 LIBR COPIER SEPT 24 IMC2510 ENGINEERS SEPT 24 IMC4500 FINANCE COPIER/SEPT 24	R	10/11/2024 R 10/11/2024 R 10/11/2024		177.02CR 132.16CR 426.76CR	178496 178496 178496	735.94
003847	MICROMARKETING LLC I-963076 I-963877 I-963947	UNCD UNCD'S LPTP'S	R	10/11/2024 R 10/11/2024 R 10/11/2024		38.25CR 159.00CR 110.80CR	178497 178497 178497	308.05
005266	MINNEAPOLIS OXYGEN COMPANY I-00133300	SMALL CYLINDER PROPANE	R	10/11/2024		43.93CR	178498	43.93
002965	MIRIAM KERO CONSULTING I-10/2/24/#10	GRANT WRITING/DIGITAL EQUITY	R	10/11/2024		6,625.00CR	178499	6,625.00

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005169	MLAKER MONUMENT COMPANY I-ENGR SEPT 24	ENGRAVINGS SEPT 2024	R	10/11/2024		1,000.00CR	178500	1,000.00
003559	MN BCA ATTN: MNJIS - CHA UNIT I-10/04/24	PRE-PAY MN BCA/BACKGRND CKS	R	10/11/2024		299.25CR	178501	299.25
003366	MN DEPT OF LABOR AND INDUSTRY I-3RD QTR SEPT 24 I-ABR0336840X	3RD QTR SEPT 24 ST SURCHARGE 127197 BOILER /MB 2024	R R	10/11/2024 10/11/2024		4,049.99CR 30.00CR	178502 178502	4,079.99
000253	MN HOIST INSPECTION INC I-2670	ANN CRANE & HOIST INSPECTIONS	R	10/11/2024		1,256.35CR	178503	1,256.35
000267	MN LIFE INSURANCE COMPANY I-SEPT 2024	SEPT 2024 LIFE INSURANCE	R	10/11/2024		1,924.70CR	178504	1,924.70
000342	MN POWER I-0002 SEPT 24 I-0101 SEPT 24 I-0510 SEPT 24 I-0512 SEPT 24 I-0700 SEPT 24 I-0910 SEPT 24 I-2166 SEPT 24 I-2320 SEPT 24 I-3320 SEPT 24 I-6320 SEPT 24 I-8990 SEPT 24 I-9001 SEPT 24 I-9015 SEPT 24 I-9155 SEPT 24	ACT 0002028250 SEPT 24 ACT 0101028250 SEPT 24 ACT 0510028250 SEPT 24 ACT 0512018250 SEPT 24 ACT 0700028220 SEPT 24 ACT 0910028220 SEPT 24 ACT 2166810000 SEPT 24 ACT 2320120000 SEPT 24 ACT 3320120000 SEPT 24 ACT 6320120000 SEPT 24 ACT 8990900000 SEPT 24 ACT 9001138230 SEPT 24 ACT 9015038240 SEPT 24 ACT 9155600000 SEPT 24	R R R R R R R R R R R R R R R	10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024 10/11/2024	725.30CR 197.76CR 21.08CR 161.03CR 202.18CR 38.74CR 627.52CR 983.22CR 897.81CR 601.23CR 206.10CR 54.42CR 57.80CR 42.44CR	178505 178505 178505 178505 178505 178505 178505 178505 178505 178505 178505 178505 178505 178505		
001483	MOTOROLA I-8281958954	ENHANCED 7/800 MHZ MOBILE	R	10/11/2024		6,418.80CR	178506	6,418.80
000570	MTI DISTRIBUTING I-1450894-00 I-1451886-00	WINDOW/TRIM/SEAL/BUSHING MOWER PARTS	R R	10/11/2024 10/11/2024		281.35CR 45.35CR	178507 178507	326.70
000409	NELSON ROOFING INC I-PAY APP #1 C HALL	PAY APP #1/C HALL BLDG RENOV	R	10/11/2024		160,507.25CR	178508	160,507.25

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005582	NEW HISTORY, INC. I-4121	JEFFERSON SCHOOL PROJECT	R	10/11/2024		6,158.95CR	178509	6,158.95
000415	NORTH COUNTRY GM (FORMERLY RANGER CHEV.) I-214406 I-214865	REPROGRAM/23 CHEVY TRAVERSE REPROGRAM/23 CHEVY TRAVERSE	R R	10/11/2024 10/11/2024		164.95CR 164.95CR	178510 178510	329.90
005664	NORTH STAR TRAINING & CONSULTING I-153	NFPA FIRE1/2 HAZMAT OP/WATKINS	R	10/11/2024		1,725.00CR	178511	1,725.00
003102	BOTTLING GROUP LLC - PEPSI BEVERAGES CO I-53173003	PEPSI/MDEW/RT BR/MUG ZR/CRSH	R	10/11/2024		440.40CR	178512	440.40
003420	PIZZA RANCH I-25790805	HFD/OPEN HOUSE/PIZZA	R	10/11/2024		400.00CR	178513	400.00
001235	POWERPLAN OIB (FORMERLY NORTRAX) I-2419120	HY-GARD 5 GAL	R	10/11/2024		460.68CR	178514	460.68
000559	QUILL CORPORATION I-40493245 I-40519006	INKJOY/BIC ROUND STICK/S&B BOX POP REC YLW/SELF STICK NO	R R	10/11/2024 10/11/2024		302.70CR 59.86CR	178515 178515	362.56
000099	R & R SPECIALTIES, INC I-0083145-IN	REDLINE & BLUELINE PAINT/LOGO	R	10/11/2024		1,373.35CR	178516	1,373.35
000077	RADKO IRON & SUPPLY INC I-19902/1 I-19981/1 I-19985/1 I-19987/1	OIL ABSORBENT/LED SWITCH FLANGE BEARING GROOVE JOINT PLIER/HEX KEY SET GLOVES	R R R R	10/11/2024 10/11/2024 10/11/2024 10/11/2024		79.96CR 14.99CR 47.98CR 34.99CR	178517 178517 178517 178517	177.92
002875	RAILROAD MANAGEMENT COMPANY III, LLC I-505559	6IN SEWER PIPE ENCR0 9/24-9/25	R	10/11/2024		994.12CR	178518	994.12
003088	RANGE REGIONAL AIRPORT AUTHORITY I-8960	OCT 24 ANIM SHEL T GRND LEASE	R	10/11/2024		400.00CR	178519	400.00
003523	RANGE REGIONAL ANIMAL RESCUE I-NOV 2024	NOV 2024 ANIM SHEL T SVCS	R	10/11/2024		4,500.00CR	178520	4,500.00
003054	RICH LEES & SHERRI LEES/dba LEES RENTAL COMPANY I-10/08/24	HEDA DEFERRED LOAN/AML BLDG	R	10/11/2024		75,000.00CR	178521	75,000.00

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005244	RMB ENVIRONMENTAL LABORATORIES, INC. I-D066224 I-D066309 I-D066376 I-D066597	INFLUENT & EFFLUENT 9/17/24 INFLUENT & EFFLUENT 9/18/24 AMM/CBOD/CHLOR 9/19/24 INFLUENT & EFFLUENT 9/24/24	R	10/11/2024 10/11/2024 10/11/2024 10/11/2024		118.09CR 118.09CR 326.88CR 118.09CR	178522 178522 178522 178522	681.15
005668	ROGER'S TWO WAY RADIO I-26177	DATA & POWER CABLES/ANTENNA	R	10/11/2024		600.87CR	178523	600.87
003452	RSF INDUSTRIES (RANGE STEEL FABRICATORS) I-4364	ALUM SQUAD PANELS/ELECTR CVR	R	10/11/2024		355.00CR	178524	355.00
005665	SCHAEFER ACOUSTICS INC I-3685	ACOUSTICAL CEILINGS DR/KITC MB	R	10/11/2024		16,933.00CR	178525	16,933.00
001023	JOANNE SCHLOESSER I-09/30/24 I-7 OF 7 2024 OCT	SEPT 2024 GOLF CRS COMM 7 OF 7 2024 OCT GOLF COURSE	R	10/11/2024 10/11/2024		937.89CR 1,714.29CR	178526 178526	2,652.18
004979	SELLMAN BORLAND & SIMON PLLC I-SEPT 24 COSTS I-SEPT 24 HEDA I-SEPT 24 HEDA COSTS I-SEPT 24 LEGAL	SEPT 2024 COSTS SEPT 24 HEDA LGL SVCS SEPT 2024 HEDA COSTS SEPT 24 LEGAL SVCS	R	10/11/2024 10/11/2024 10/11/2024 10/11/2024		855.33CR 2,300.00CR 20.00CR 5,220.00CR	178527 178527 178527 178527	8,395.33
001304	SEPPI BROS I-33074-2 I-33156-2	9 CITY MIX #1 2.50 CITY MIX #1	R	10/11/2024 10/11/2024		1,652.85CR 681.63CR	178528 178528	2,334.48
004131	SHRED-N-GO, INC. I-172622	SHRED SVCS THRU 9/22/24 LIBR	R	10/11/2024		83.93CR	178529	83.93
003180	ST LOUIS COUNTY RECORDER I-SCHIRMER 10/7/24	E SCHIRMER 23-28 REC NOTARY CM	R	10/11/2024		20.00CR	178530	20.00
005667	STAR OF THE NORTH MATERNITY HOME I-10/10/24	2024 DONATION	R	10/11/2024		250.00CR	178531	250.00
005504	STREETAR CONSULTING, LLC I-2024-48 I-2024-49	REVIEW DEV & RESEARCH PROPERTY SEP COMM ENGAGE MTG/BACKGRND	R	10/11/2024 10/11/2024		340.00CR 278.00CR	178532 178532	618.00

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000366	STREICHERS, INC I-I1720229 I-I1720378	TACLITE PRO PANTS/MEN'S PDU BALL PANEL SET/CARRIER/PLATE	R	10/11/2024		222.00CR	178533	
			R	10/11/2024		1,848.90CR	178533	2,070.90
000462	SULLIVAN CANDY AND SUPPLY I-703381 I-703388	PAPER CUPS/SNO CONE/SPOON/PUMP CONES/SCOOPERS/NAPKINS	R	10/11/2024		187.44CR	178534	
			R	10/11/2024		67.70CR	178534	255.14
002667	SUNRISE BAKERY, L.I.C. I-20748	2 DOZ DONUTS	R	10/11/2024		20.00CR	178535	20.00
000722	SUPER ONE FOODS - RETAIL ACCOUNTING I-00153534	FOLGERS CLASSIC/BAKERY	R	10/11/2024		42.98CR	178536	42.98
003754	TITAN MACHINERY I-PS0472230-1 I-SO0120640-1	CAP, FUEL TANK FUEL PRESSURE WARNING/CASE1150	R	10/11/2024		207.98CR	178537	
			R	10/11/2024		3,694.13CR	178537	3,902.11
003130	TONER PLANET PACK N SHIP I-371433	UPS GROUND/WALDECK&WOODROW	R	10/11/2024		9.92CR	178538	9.92
000378	TROMCO ELECTRIC INC I-4718	MB/ KIT STEAM DISHWASHER/CEIL	R	10/11/2024		600.00CR	178539	600.00
001454	INTERACTIVE COMPUTER DESIGNS, INC (TYLER TECH.) C-025-478227 I-025-466889	CR 9/1/24-6/30/25 MAINT 7/1/24-6/30/25 RPT/DESIG	R	10/11/2024		35,674.08	178540	
			R	10/11/2024		44,508.89CR	178540	8,834.81
003380	US BANK BUSINESS EQUIP FINANCING I-539576272	3600DR ENG PLOTTER OCT 24	R	10/11/2024		282.00CR	178541	282.00
000918	VISA - PARK STATE BANK (FORMERLY AMERICAN BANK) I-1125 SEPT 24 I-1778 SEPT 24 I-8089 SEPT 24 I-8345 SEPT 24 I-8824 SEPT 24 I-9749 SEPT 24	ACT 1125 SEPT 24 ACT 1778 SEPT 24 ACT 8089 SEPT 24 ACT 8345 SEPT 24 ACT 8824 SEPT 24 ACT 9749 SEPT 24	R	10/11/2024		406.75CR	178542	
			R	10/11/2024		172.50CR	178542	
			R	10/11/2024		432.81CR	178542	
			R	10/11/2024		55.30CR	178542	
			R	10/11/2024		297.99CR	178542	
			R	10/11/2024		575.64CR	178542	1,940.99
005615	WIDSETH SMITH NOLTING & ASSOC., INC. I-233757	PROF SVCS 9/13/24 AMGS BLDG	R	10/11/2024		60,444.84CR	178543	60,444.84

PACKET: 03783 Regular Payments 10/11/24
VENDOR SET: 01
BANK : APENK US BANK

***** CHECK LISTING *****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000633	ZIEGLER, INC I-IN001646989	CAT HYDO ADV/HYDRAULIC OIL	R	10/11/2024		792.94CR	178544	792.94

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005666	ALERUS RETIREMENT AND BENEFITS I-C162830	COBRA MO SVC FEE/SEPT 24	D	10/11/2024		91.20CR	001390	91.20
005476	WEX HEALTH INC. I-0002035983-IN I-10/1/24B DILLINGER	WEX HEALTH SEPT 24 24 VEBA CTR/BRITTANY DILLINGER	D	10/11/2024		427.50CR 960.00CR	001391 001391	1,387.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	108	0.00	1,026,739.85	1,026,739.85
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	1,478.70	1,478.70
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:	110	0.00	1,028,218.55	1,028,218.55

10/11/2024 10:53 AM A / P CHECK REGISTER
PACKET: 03783 Regular Payments 10/11/24
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : APBNK US BANK

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
178474	01-000922	HIBBING PUBLIC ACCESS TELEVI	4	CHECK DATE < PAY DATE	TRAN NO#: I-2ND 1/2 OCT
178526	01-001023	JOANNE SCHLOESSER	9	CHECK DATE < PAY DATE	TRAN NO#: I-7 OF 7 2024
178446	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-NOV 24 20001
178446	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-NOV 24 40001
178520	01-003523	RANGE REGIONAL ANIMAL RESCUE	8	CHECK DATE < PAY DATE	TRAN NO#: I-NOV 2024
TOTAL ERRORS: 0			TOTAL WARNINGS: 5		

PACKET: 03783 Regular Payments 10/11/24
VENDOR SET: 01
BANK : APBNK US BANK

*** DRAFT/OTHER LISTING ***

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

101			10/2024			487,075.09CR		
211			10/2024			16,424.19CR		
255			10/2024			8,647.53CR		
400			10/2024			310,161.91CR		
405			10/2024			278.00CR		
418			10/2024			340.00CR		
422			10/2024			75,000.00CR		
602			10/2024			44,902.09CR		
603			10/2024			20,837.90CR		
610			10/2024			64,551.84CR		
=====								
ALL						1,028,218.55CR		

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

Payroll Recap & Funding
Biweekly Regular 10/11/2024

Pay Date: 10/11/2024

Payroll Overview

Payroll	Biweekly Regular 10/11/2024		
Pay Date	10/11/2024		
# Employees	162		
# Paid Employees	162		
# Regular	162		
# Pay Periods	1		
Base Compensation Changes	7		
New Hires	3		

Employee Payments

	#	EE's	\$ Amount
Direct Deposits Debited	225	162	268,529.20 ^D
Total			268,529.20
(D) POD6 UKG Payroll Services Admin Debit			-268,529.20
Your Remaining Bank Account Liability			0.00
Vouchers Printed	0		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	41-6005232	134	36,132.82 ^D
FICA/ER	41-6005232	105	12,801.69 ^D
FICA/EE	41-6005232	105	12,801.69 ^D
MEDI/ER	41-6005232	162	5,653.99 ^D
MEDI/EE	41-6005232	162	5,653.99 ^D
SIT:MN/EE	8022766	137	16,813.00 ^D
Total			89,857.18
(D) POD6 UKG Payroll Services Admin Debit			-89,857.18
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
AFSCME MN COUNCIL 65	1	4.20
City of Hibbing Insurance	128	130,840.58 ^D
EMPOWER	59	8,790.32
HIBBING POLICE ASSOCIATION	12	120.00 ^C
Lincoln Financial Group	16	3,523.53
MN CHILD SUPPORT PAYMENT CE	2	731.88 ^D
MN PERA	136	87,616.90
NATIONWIDE	13	1,765.00
NCPERS GROUP LIFE INS C/O ME	6	96.00 ^C
PREMIUM PROCESSING	1	24.96
RCB COLLECTIONS range credit b	1	430.07 ^C
Riverview Law Office, PLLC	1	381.58 ^C
Total		234,325.02
(D) POD6 UKG Payroll Services Admin Debit		-131,572.46
(C) Vendor Checks		-1,027.65
Your Remaining Vendor Liability		101,724.91

Total

Total	592,711.40
POD6 UKG Payroll Services Admin Debit	-489,958.84
Total of Your Responsibility	102,752.56

Recap

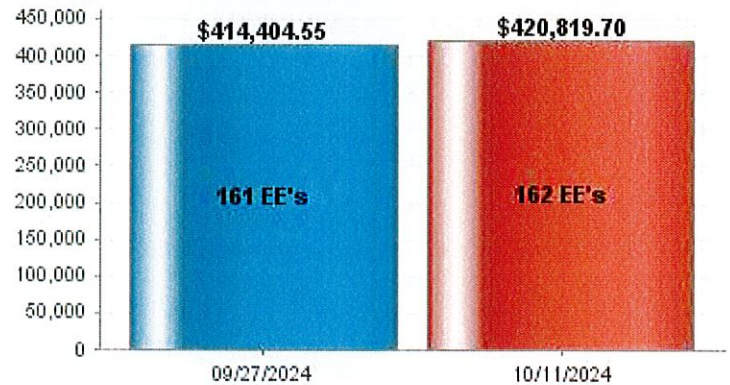
POD6 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	10/10/2024	x0087	131,572.46
Tax Payment	10/10/2024	x0087	89,857.18
Empl. Dir. Dep. SPA	10/10/2024	x0087	268,529.20
Total Debits			489,958.84

Cash Requirements: x0087	\$ Amount
Vendor Payment SPA	131,572.46
Vendor Checks	1,027.65
Tax Payment	89,857.18
Empl. Dir. Dep. SPA	268,529.20
Total	490,986.49

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	422,642.03	
ER Deduction	151,613.69	
ER Tax (Offset)	18,455.68	
ER Tax		18,455.68
Tax		71,401.50
Deduction		82,711.33
ER Deduction (Offset)		151,613.69
Direct Deposit		268,529.20
	592,711.40	592,711.40

Comparison To Last Pay Period - Gross Wages



PR# 21-24
9/21/24-10/04/24
PAID 10/11/24

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

Kronos SaaShr, Inc.
City of Hibbing



Generated: 10/09/2024 01:50p
Generated By: OWEN D. WALTERS
Page 1 of 2



Request for Council Action

City Council Action

Authorize the hire of Landon Ryan for the Par-Time Community Service Officer (CSO) position pending pre-employment contingencies.

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Peplace Alyssa Garcia.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Landon Ryan for the Par-Time Community Service Officer (CSO) position pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Christian Waldvogel for the Part-Time Community Service Officer (CSO) position pending pre-employment contingencies.

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Chase Anderson

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted

Action Requested

Authorize the hire of Christian Waldvogel for the Part-time Community Service Officer (CSO) position pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Alyssa Garcia for the full-time Code Enforcement Supervisor pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Alyssa Garcia for the full-time Code Enforcement Supervisor pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

Erik Jankila, Fire Chief, 218.421.8363, erikjankila@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

New position / replace Amanda Vilbrandt

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Alyssa Garcia for the full-time Code Enforcement Supervisor pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Cory Nelson for the Full-Time Skilled Labor position effective October 17, 2024.

Description of Agenda Item

Authorize the hire of Cory Nelson for the Full-Time Skilled Labor position effective October 17, 2024.

Strategic Initiative

Owner of Agenda Item

John Yurecich, Superintendent of Public Works, 218.966.4773, johnyurecich@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Replace Jack Baty.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Cory Nelson for the Full-Time Skilled Labor position effective October 17, 2024.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Grace Bigelow for the Temporary Library Aide position pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Grace Bigelow for the Temporary Library Aide position pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

Jill Reini, Library Director , 218.966.2857, jillreini@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Winter programming.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Grace Bigelow for the Temporary Library Aide position pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Lilyan Noggle for the Temporary Library Intern position pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Lilyan Noggle for the Temporary Library Intern position pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

Jill Reini, Library Director , 218.966.2857, jillreini@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Winter programming.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Lilyan Noggle for the Temporary Library Intern position pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the hire of Sarah Ronchetti for the Temporary Library Aide position pending pre-employment contingencies.

Description of Agenda Item

Authorize the hire of Sarah Ronchetti for the Temporary Library Aide position pending pre-employment contingencies.

Strategic Initiative

Owner of Agenda Item

Jill Reini, Library Director , 218.966.2857, jillreini@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Winter programming.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the hire of Sarah Ronchetti for the Temporary Library Aide position pending pre-employment contingencies.

Attachments

None



Request for Council Action

City Council Action

Authorize the promotion of Jeffrey Neumann to Sergeant II effective 10/17/2024.

Description of Agenda Item

Authorize the promotion of Jeffrey Neumann to Sergeant II effective 10/17/2024.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Kyle Bloom.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the promotion of Jeffrey Neumann to Sergeant II effective 10/17/2024.

Attachments

None



Request for Council Action

City Council Action

Authorize the promotion of Timothy Stauty to Sergeant II effective 10/17/2024

Description of Agenda Item

Authorize the promotion of Timothy Stauty to Sergeant II effective 10/17/2024.

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Replace Corey Bloom.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Budgeted.

Action Requested

Authorize the promotion of Timothy Stauty to Sergeant II effective 10/17/2024.

Attachments

None



Request for Council Action

City Council Action

Approve the renewal of the 2025 Northern Minnesota Dental insurance plan for active employees and retirees.

Description of Agenda Item

Approve the renewal of the 2025 Northern Minnesota Dental insurance plan for active employees and retirees.

Strategic Initiative

Owner of Agenda Item

Angela Kleffman, HR Director, 218.295.2275, angelakleffman@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

In 2025, we recommend continuing with the Northern MN Dental for active employees and retirees without making any changes to the coverage or structure. The overall increase for the year will be approximately 2%.

The City did seek alternative quotes for its dental plan this year and did not receive any competitive quotes.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Overall 2% budget increase.

Action Requested

Approve the renewal of the 2025 Northern Minnesota Dental insurance plan for active employees and retirees.

Attachments

1. Dental Renewal



Northern Minnesota Dental, Inc.

October 1, 2024

Ms. Lynsey Suapaia
Senior Account Executive, Employee Benefits
USI Insurance Services
8000 Norman Center Drive, Suite 400
Bloomington, Minnesota 55437

Re: Contract Renewal *January 1, 2025*

Dear Ms. Suapaia:

This letter is to advise you that the Board of Directors of Northern Minnesota Dental, Inc. has reviewed the experience for the City of Hibbing, the Chisholm / Hibbing Airport, and Hibbing HRA for the period of January through September of 2024 and wish to advise the following.

It will be necessary to institute a small increase in the present contributions required on behalf of the employees for their dental benefits.

The rates to be effective January 1, 2025, are as follows:

		New Rates 01/01/25 through 12/31/25	Present Rates
• Family Rate	Minimum Contribution Required:	\$80.10	\$78.50
	Maximum:	\$83.10	\$81.50
• Single Rate	Minimum Contribution Required:	\$35.60	\$34.90
	Maximum:	\$37.10	\$36.40

We will let you know in the early part of January 2025 if additional contributions are required for the 2024 calendar year. If you have any questions please feel free to contact this office.

Sincerely,

Sarah Merry
For the Board of Directors
of Northern Minnesota Dental, Inc.

cc: Dr. Jason O. Berg, DDS	Dr. Hannah Hudelson, DDS
Dr. Spencer Buchert, DDS	Dr. Brekke Johnsrud, DDS
Dr. Jennifer Enich, DDS	Dr. Peter Miskovich, DDS
Dr. Mike Enich, DDS	Dr. Carl M. Schneider, DDS
Dr. Colton Hudelson, DDS	Dr. Jacob Smestad, DDS



Request for Council Action

City Council Action

Set the next Hibbing City Council Meeting for Wednesday, November 6, 2024 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Set the next Hibbing City Council Meeting for Wednesday, November 6, 2024 at 5:00 p.m. in the Hibbing City Hall Council Chamber

Attachments

None



Request for Council Action

City Council Action

Set the next Hibbing City Council Workshop meeting for Wednesday, November 6, 2024 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber

Description of Agenda Item

Set the next Hibbing City Council Workshop meeting for Wednesday, November 6, 2024 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Set the next Hibbing City Council Workshop meeting for Wednesday, November 6, 2024 following the Regular City Council Meeting at 5:00 p.m. in the City Hall Council Chamber

Attachments

None



Request for Council Action

City Council Action

Set the Hibbing City Council General Election Canvass Meeting for Friday, November 15, 2024 at 8:00 a.m. in the Hibbing City Hall Council Chamber (Date could change depending on St. Louis County's Canvass date and time)

Description of Agenda Item

Set the Hibbing City Council General Election Canvass Meeting for Friday, November 15, 2024 at 8:00 a.m. in the Hibbing City Hall Council Chamber (Date could change depending on St. Louis County's Canvass date and time)

Strategic Initiative

Owner of Agenda Item

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560,
candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Set the Hibbing City Council General Election Canvass Meeting for Friday, November 15, 2024 at 8:00 a.m. in the Hibbing City Hall Council Chamber (Date could change depending on St. Louis County's Canvass date and time)

Attachments

None



Request for Council Action

City Council Action

Declare 6 snow plows, 2 truck cranes, 2 cable cranes, 1 concrete saw, 1 generator, and 1 anvil to surplus

Description of Agenda Item

Declare 6 snow plows, 2 truck cranes, 2 cable cranes, 1 concrete saw, 1 generator, and 1 anvil to surplus

Strategic Initiative

Owner of Agenda Item

Joe McKenney, Fleet Manager, 218.966.1826, joemcKenney@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Declare 6 snow plows, 2 truck cranes, 2 cable cranes, 1 concrete saw, 1 generator, and 1 anvil to surplus

Attachments

1. 2024 Surplus Items 10-16-24



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Main Agenda ____

Consent Agenda __X__

Date: 10-16-2024

Description of Agenda Item:

Declare 6 snow plows, 2 truck cranes, 2 cable cranes, 1 concrete saw, 1 generator and 1 anvil to surplus.

Strategic Initiative:

Getting rid of some of our older equipment that has been replaced.

Owner of Agenda Item/Department/email address/Phone

Public Works Department Fleet Manager joemckenney@hibbingmn.gov (218)966-1826.

Introduction/Background/Justification/Key Issues/Legal

Surplus Boss snowplow serial #BC063172, Boss snowplow serial #94804, Boss snowplow STB03168, Boss snowplow STB03168, Boss snowplow Serial #BC121601, Blizzard snowplow, Auto Crane truck crane, Thern cable crane serial #5000-10135, Thern cable crane Serial # 1000372, Target concrete saw, Kohler Generator, Anvil, IMT truck crane. Items will be listed on MN Bid online auction.

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact:

None

Action Requested:

Request City Council to approve the above equipment as surplus.



Request for Council Action

City Council Action

Receive and file the Highland Hills Presentation and 1st Community Engagement report

Description of Agenda Item

Receive and file the Highland Hills Presentation and 1st Community Engagement report – with Bob Streetar and John Slack

Strategic Initiative

2023 City Strategic Plan: Core Strategy – Well-Rounded, Strong Quality of Life – Quality housing stock that is affordable and accessible.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The findings of the Comprehensive Housing Needs Analysis completed for Hibbing in collaboration with the HRA of Hibbing in late 2023 elevated the need for new housing units in the city. One of its key findings is the demand for more than 1,200 new housing units through 2035. The demand is equally divided between general-occupancy housing (48%) and age-restricted senior housing (52%). Since that time, and in alignment with two of the current city council's strategic values and goals for housing, the city has been actively reviewing city-owned property for residential development. These efforts have included legal reviews of the title and property, as well as a phase I/II environmental site assessment (ESA), survey work and the like to get parcels shovel ready. To start, the city council had prioritized sites that are closer to shovel-ready in recognition of the urgent need for more housing units. Once such property is the city-owned acreage behind the Highland Park neighborhood. Based on the current deed restrictions, the need for general occupancy identified in the housing analysis seems to suit this site.

Two community engagement sessions were held in late September at the Memorial Building to gather community input for city council to consider.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

N/A

Action Requested

Receive and file the Highland Hills presentation and community engagement report.

Attachments

1. Council Meeting Highland Hills Community Feedback
2. Council Meeting Highland Hills Background 16 Oct 24

Highland Hills Community Engagement Sept 24 & 25, 2024

Hopes and Concerns Exercise

Transcribed comments	p. 3
Comments organized into themes	p. 7
Summary Comments MAP	p. 13

Hello Hibbing Exercise

Transcribed comments	p. 15
Comments organized into themes	p. 16

Hopes and Concerns Exercise

Hopes & Concerns Exercise - Transcribed comments.

Comments

- 1 How many level, flat building sites are there?
- 2 Can 1-level houses be built? (as opposed to split level houses)
- 3 Will walking trails still be made / available?
- 4 Will steam lines be run to new homes?
- 5 Is there a better egress to the neighborhood?
- 6 What if there is a crisis and all families had to funnel out of one exit / entrance?
- 7 How many more egress (entrance/exits) will be made?
- 8 Will the parks be able to be put more throughout neighborhood ex. long & skinny like central park with trails so more houses have access.
- 9 Can the park be on the steep sides and be shelf out into the slope and be a "donut" around the housing development?
- 10 How will you stop/notify 4-wheelers & side by sides riders from continuing to use area?
- 11 If you get to building stage, will you hire local business for construction phase? What are considerations?
- 12 Will land be sold to developer? Or will the city own the land & project and sell the homes to buyers?
- 13 Switch back second entrance
- 14 Soil boring results.
- 15 H+C mine life
- 16 Nature park land. Buffered from existing housings. Fence in and patrolled.
- 17 Clear development agreements that protect city assets.
- 18 MnDOT controlled access frontage road along Beltline.
- 19 Minimum design standards
- 20 Who pays bills for infrastructure?
- 21 If sits undeveloped who is responsible?
- 22 What is considered a park? Non grade area?
- 23 Where exactly are entrances going to be?
- 24 How about investment in old infrastructure v. New development?
- 25 Can you guarantee no Habitat Homes will be located there?
- 26 Who does this benefit? Non one at the table feeling this is good for anyone!
- 27 Better uses for property = SNR living! Assisting living.
- 28 Make own access with green space between development (suggestion if this is necessary)
- 29 What happens if the homes don't sell?
- 30 What happens when the mining industry slows down?

- 31 Are high income people going to be attracted to this?
- 32 8th Ave. Storm Drainage. Low Point.
- 33 Question: Water shed on east side of area along Hwy. 169 in winter/spring - will this development have an effect on this watershed?
- 34 Width of 8th Ave.? Traffic.
- 35 Extend 31st from West
- 36 Exit to 7th Ave - gets icy
- 37 Duplex on corner should not park in St.
- 38 Worried about lots not selling & small houses being built
- 39 Park in middle
- 40 Entry on 31st St. - long park
- 41 Houses with view on side
- 42 All utilities are on the streets
- 43 No Back lot lines
- 44 0 = houses
- 45 There is no need
- 46 Where in town are their other green spaces for the community to utilize next that is accessible.
- 47 Why develop more land when there are empty lots in other attempted developments such as River Creek.
- 48 Traffic, Traffic, Traffic!!!!
- 49 They city will lose of its most distinct neighborhoods.
- 50 Safety
- 51 Increased Taxes
- 52 We need businesses in town, not more houses
- 53 Don't want land to be developed and site empty
- 54 Why not focus efforts on the higher needs - which are low-income housing and senior development? Especially when there are already many single-family homes for sale in town.
- 55 Start small & work up to anything bigger.
- 56 Access: Current, 7th & Highland. Need 2 more (at least) - 31st & 169, - 31st and 8th Ave. E. ?
- 57 Traffic will be a problem! -Is already!
- 58 Taxes and cost passed to current residents. -In 15 yrs they've more than tripled!
- 59 Who are the "outside people" coming for jobs we don't have?
- 60 Why no other locations being considered?

- 61 Sell current lots available!
- 62 Who is this truly benefiting?
- 63 The success of this project is unrealistic.
- 64 Construction for years in a private, peaceful neighborhood.
- 65 Find 1 zone to accommodate both senior living
- 66 City property Ansley dumps, N. side off Dupont Road. Cary Lake.
- 67 Who is going to buy them?
- 68 Not moving to Hib. Economy sucks
- 69 Work where?
- 70 Through traffic is a concern.
- 71 So you want to through my best memories with friends, family nature, just to make what you want.
- 72 Hibbing can't sell the lots they have. So this is futile.
- 73 Who's paying for the development?
- 74 Were told nothing would be developed when we purchased - now might have builds next to our lot.
- 75 Developers will purchase lots * the need for build will not be there. (phases & stage)
- 76 Don't clear everything at start of project.
- 77 Put stipulations on anyone that buys a lot that house needs to be up by a certain time.
- 78 Biggest housing needs is not met by this project (senior housing)
- 79 Cost & amount of builders is problematic in Hibbing, and this is not met by the project either.
- 80 Resident uses of park - losing area for walking, hiking, snowsh.
- 81 Leave as is
- 82 Time frame of approved to move forward at Nov. Meeting
- 83 Current storm sewer drainage inadequate.
- 84 Regardless of development - concerns remain that highland park has only one single access
- 85 Could consideration be given to developing an independent unconnected cul-de-sac on the south end, park in the center, then very small development under on north end.
- 86 Concern about type of single-family home being built
- 87 Concern about lot size - will they be consistent with existing development
- 88 Will lots that are adjacent to the new development have a buffer or easement ie new house overlooking existing homes
- 89 Privacy for houses on E. Park Drive
- 90 Discussion tonight was confusing. Numbers varied from 150-175 then down to 45 - what is the actual projected #

- 91 Neighborhood has a style - trees house size
- 92 Maintain the existing style - no cookie cutter homes
- 93 Don't eliminate trees
- 94 Concerned with traffic control, speed, safety children playing
- 95 # of lots in concerning
- 96 Access to hill esp. during construction
- 97 Loss of green space
- 98 City not enforcing motorized vehicles
- 99 Concerns on increased traffic
- 100 2nd access needs to be preferably near E 34th St.
- 101 Property tax i.e. assessment projection
- 102 How many people on "list" of interest in hill, what can they "afford" to build
- 103 Impact of project on personal property
- 104 Should our ward representative canvas the neighborhood for opinions of the resents of the neighborhood
- 105 Take away woods (trails, forts, wild raspberries, flowers, walk dogs)
- 106 Hill picnic / deer, moose, bush coyote, woodpecker, 2 white owls, 2 white squirrels
- 107 Beauty of trees.
- 108 Road of hill body shop or hospital

Hopes and Concerns Exercise - Comments organized into themes.

TRAFFIC & ACCESS

New development will increase traffic, which is already a problem, making it less safe.

Traffic, Traffic, Traffic!!!!

Traffic will be a problem! -Is already!

Through traffic is a concern.

Concerned with traffic control, speed, safety children playing

Concerns on increased traffic

Access to hill esp. during construction

One access is not enough for residents and emergency vehicles during emergencies.

Regardless of development - concerns remain that highland park has only one single access

A second access will be available to serve current and/or future neighborhood.

Switch back second entrance

Entry on 31st St. - long park

Access: Current, 7th & Highland. Need 2 more (at least) - 31st & 169, - 31st and 8th Ave. E. ?

Road of hill body shop or hospital

2nd access needs to be preferably near E 34th St.

Extend 31st from West

MnDOT controlled access frontage road along Beltline.

Make own access with green space between development (suggestion if this is necessary)

Questions:

What if there is a crisis and all families had to funnel out of one exit / entrance?

Is there a better egress to the neighborhood?

Where exactly are entrances going to be?

How many more egress (entrance/exits) will be made?

Could consideration be given to developing an independent unconnected cul-de-sac on the south end, park in the center, then very small development under on north end.

HOUSING / DEVELOPMENT

The housing quality will be not very attractive.

Minimum design standards

Maintain the existing style - no cookie cutter homes

Concern about type of single-family home being built

New development and/or new residents will be undesirable.

Can you guarantee no Habitat Homes will be located there?

Were told nothing would be developed when we purchased - now might have builds next to our lot.

So you want to through my best memories with friends, family nature, just to make what you want.

Lots may not sell and/or sit empty.

Worried about lots no selling & small houses being built

Don't want land to be developed and site empty

Start small & Work up to anything bigger.

Hibbing can't sell the lots they have. So this is futile.

Developers will purchase lots * the need for build will not be there. (phases & stage)

Clear development agreements that protect city assets.

The success of this project is unrealistic.

of lots in concerning

Not moving to Hib. Economy sucks

Lots will sell but homes will not be constructed in a timely manner.

Put stipulations on anyone that buys a lot that house needs to be up by a certain time.

Other types of housing are not allowed at this site. Only single-family detached housing.

Biggest housing needs is not met by this project (senior housing)

Find 1 zone to accommodate both senior living

Better uses for property = SNR living! Assisting living.

Current residents will have to pay for new development.

Taxes and cost passed to current residents. -In 15 yrs they've more than tripled!

Increased Taxes

Property tax i.e. assessment projection

The entire site will be clear cut to make way for the future housing project.

Don't clear everything at start of project.

Other areas are available for development.

Sell current lots available!

City property Ansely dumps, N. side off Dupont Road. Cary Lake.

This development not needed.

There is no need

Leave as is

Negative impacts on existing neighborhoods, e.g. privacy and distinctiveness

Privacy for houses on E. Park Drive

Nature park land. Buffered from existing housings. Fence in and patrolled.

Impact of project on personal property

They city will lose of its most distinct neighborhoods.

Construction for years in a private, peaceful neighborhood.

There are too few builders to construct homes.

Cost & amount of builders is problematic in Hibbing, and this is not met by the project either.

Time frame for planning process too quick.

Time frame of approved to move forward at Nov. Meeting

Questions:

Are high income people going to be attracted to this?

Will land be sold to developer? Or will the city own the land & project and sell the homes to buyers?

If you get to building stage, will you hire local business for construction phase? What are considerations?

What happens when the mining industry slows down?

Who pays bills for infrastructure?

Why develop more land when there are empty lots in other attempted developments such as River Creek.

Why no other locations being considered?

Can 1-level houses be built? (as opposed to split level houses)

Concern about lot size - will they be consistent with existing development

Who is this truly benefiting?

Work where?

Who's paying for the development?

Will lots that are adjacent to the new development have a buffer or easement ie new house overlooking existing homes

How many people on "list" of interest in hill, what can they "afford" to build

Should our ward representative canvas the neighborhood for opinions of the residents of the neighborhood

How many level, flat building sites are there?

Discussion tonight was confusing. Numbers varied from 150-175 then down to 45 - what is the actual projected #

Who does this benefit? Non one at the table feeling this is good for anyone!

Who are the "outside people" coming for jobs we don't have?

Why not focus efforts on the higher needs - which are low-income housing and senior development? Especially when there are already many single-family homes for sale in town.

If sits undeveloped who is responsible?

What happens if the homes don't sell?

Who is going to buy them?

Soil boring results.

Can this project be developed near VIC Power?

Can this project be developed in the area east of Kitzville?

Can this project be developed north of Brooklyn where HEDA owns 40 acres or the platted but undeveloped acres at the NW corner of Morton Road W and Ansley Rd.

MOTORIZED VEHICLE ENFORCEMENT

City not current enforcing motorized vehicle prohibition in this area; not likely to do it in the future.

City not enforcing motorized vehicles

Questions:

How will you stop/notify 4-wheelers & side by sides riders from continuing to use area?

PARKS AND GREEN SPACE

The current amenities of the park will be lost. e.g. walking, green space, woods, wildlife, trees

Resident uses of park - loosing area for walking, hiking, snowsh.

Loss of green space

Take away woods (trails, forts, wild raspberries, flowers, walk dogs)

Hill picnic / deer, moose, bush coyote, woodpecker, 2 white owls, 2 white squirrels

Beauty of trees.

Don't eliminate trees

Neighborhood has a style - trees house size

Questions:

Will the parks be able to be put more throughout neighborhood ex. long & skinny like central park with trails so more houses have access.

Can the park be on the steep sides and be shelf out into the slope and be a "donut" around the housing development?

What is considered a park? Non grade area?

Where in town are their other green spaces for the community to utilize next that is accessible.

Park in middle

Will walking trails still be made / available?

Safety

PUBLIC UTILITIES

Storm drainage inadequate at a low point on 8th Ave.

8th Ave. Storm Drainage. Low Point.

Traffic concerns on 8th Ave.

Width of 8th Ave.? Traffic.

Storm drainage in existing neighborhood inadequate.

Current storm sewer drainage inadequate.

7th Ave. Exist get icy

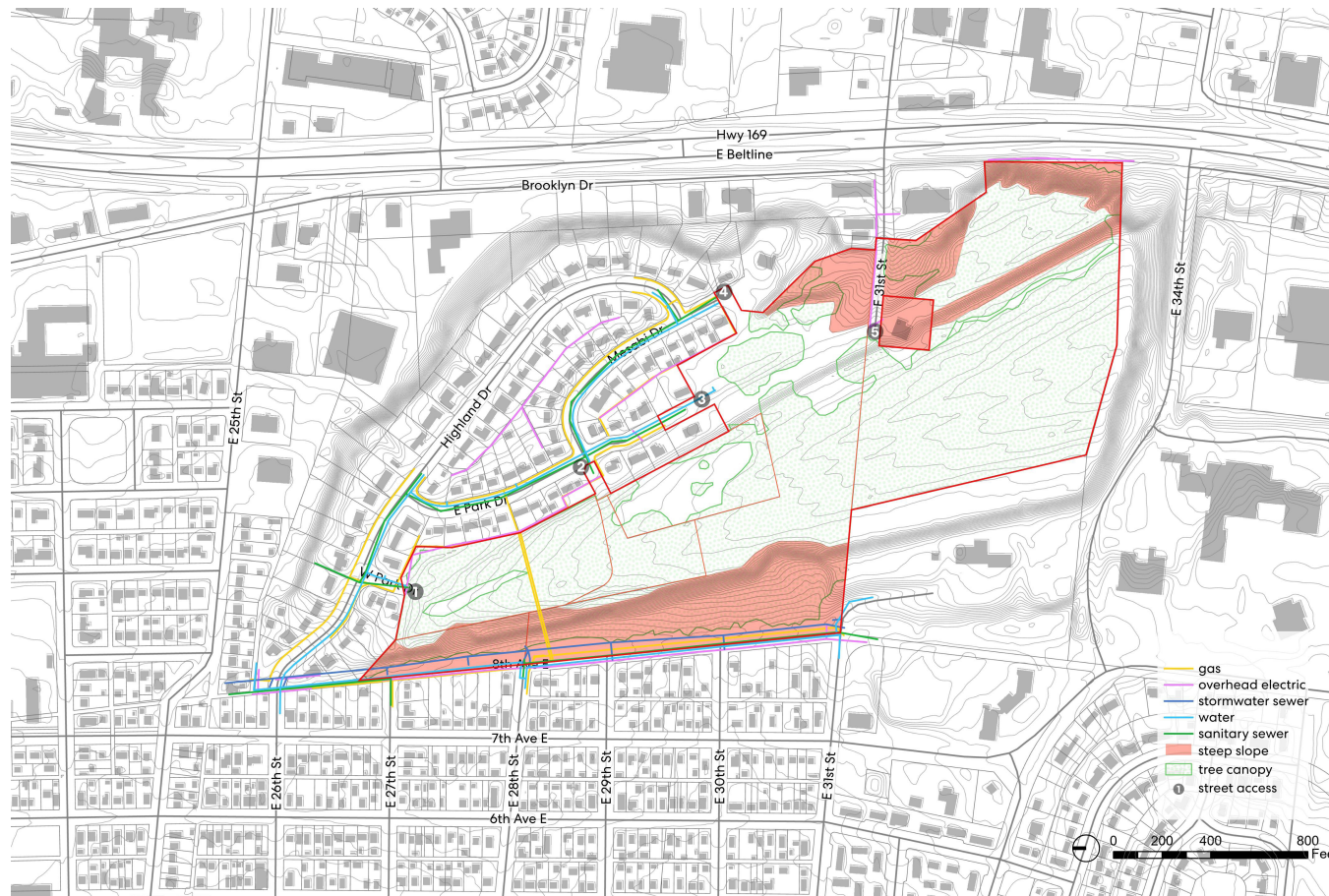
Exit to 7th Ave - gets icy

Questions:

Will steam lines be run to new homes?

Question: Water shed on east side of area along Hwy. 169 in winter/spring - will this development have an effect on this watershed?

Summary Comment Map



PUBLIC MEETING COMMENTS SUMMARY

- Low point along 8th Ave storm drains (at E 28th St)
- Ice building up in winter and spring along E 31st Street to E 34th St along E Beltline
- Park
- No
- Conflict with frontage (MNDOT controlled access) – E Beltline / E 31st St
- Park Buffer – no homes
- Concerns: Traffic, another entrance
- Keep total homes developed under 30mph
- Sledding Hill
- Avoid this entrance (E 31st St) – too much through traffic
- If this entrance is used (E 31st St), keep separate from existing neighborhood
- Do not connect – connection with trails, no roads
- Speed limit is too high, should be 20 mph
- Park: playground, basketball court, multipurpose field (soccer / baseball), skating rink, splash pad, benches, shade pavilion
- Housing in this area instead; move the racetrack
- City does not have a good track record of success
- Keep lots of trees
- Housing here; with own entrance here or off highway
- Ban motorcycles and ATV's
- Leave alone, parks for children
- Find a way to keep some trails – options for bikes and trails, ski trails
- Develop park with playground
- How will this benefit existing neighborhoods members. Want smaller roads, larger boulevards, lots to do for parks and rec, trails.
- Keep homes further apart and weave in green space and trails. Fewer home and more greenspace
- If you build this, we will leave!
- Assessment issues! Taxed enough!
- The City has not maintained the property as they 'said' they would.
- We don't want to live in a construction zone, we came to the hill for safety and peace for our families.
- We like this park!
- No Access

HELLO HIBBING EXERCISE

Hello Hibbing Exercise - Transcribed comments.

What makes an attractive and desirable neighborhood?

Comments

- 1 One that fits the feel of the neighborhood. Old to new should be seamless.
- 2 Green space / Sensible Development
- 3 Peaceful, friendly, private, beautiful, spacious, wooded
- 4 Trees, space, peace, familiar, neighbors, safety, private
- 5 Trees, Green Space, Maintained Roads & Houses
- 6 Having the woods & safe place for children to play
- 7 Curves, Trees, Flowers
- 8 Safety, community, outdoor activities, and green space, plenty to do for families.
- 9 Trees, walking paths, walkable sidewalks, no cookie cutter houses.
- 10 H's isolation from urban life. "Hibbing's Manhattan Central Park" Preserve it!
- 11 Trees, not too many houses or traffic
- 12 Great neighbors who take care of their properties and not bring in houses that will increase our taxes.
- 13 A desirable neighborhood that isn't cookie cutter
- 14 Trees, Open clean spaces, nice homes.
- 15 Outdoor spaces, places to walk, run & enjoy your neighbors.
- 16 Quiet single family, Not a thru road.
- 17 A park that has trails and easy access by all homes.
- 18 Nice, well kept homes where neighbors help neighbors and children are safe.
- 19 Privacy, Safety, Minimal traffic / controlled access, Quiet, Secluded.
- 20 Privacy, safe, Halloween, Traffic low, green space
- 21 Respectful, private, beautiful, desirable.
- 22 Nature / park / safety / families
- 23 Keeping the same feel of the neighborhood. "Nice" homes owned by "nice" people. Lots of tree and "park like." Provide people with privacy in their property.
- 24 Safe, private, access to amenities
- 25 *Small *Community feel *Safe *Low Traffic * beautiful park with walking trails.
- 26 Green Space !, No Construction !, The existing land is used every day!
- 27 Green space, sidewalks
- 28 Peaceful, friendly, safe, without construction, green space.
- 29 Small, well maintained, privacy & safe

Hello Hibbing Exercise - Comments organized into themes.

PARKS & GREEN SPACE

Green space
Wooded
Flowers
Clean

TRAILS

Walking paths & sidewalks
Easy access
Places to walk, run

TREES

Trees

SAFE

For children
Safe

ROADS & ACCESS

Curves
Less traffic
No thru road
Minimal traffic
Controlled access

PARK AMENITIES

Outdoor activities
Plenty for families

FEEL

Community
Isolation from urban life
Great neighbors
Quiet
Privacy
Secluded
Private
Beautiful
Desirable
Nature
Small

HOMES/DEVELOPMENT

No cookie cutter
Fewer homes
Take care of properties
Nice homes
Well kept
Sensible
Seamless with existing neighborhood

Highland Hills Special Area Plan

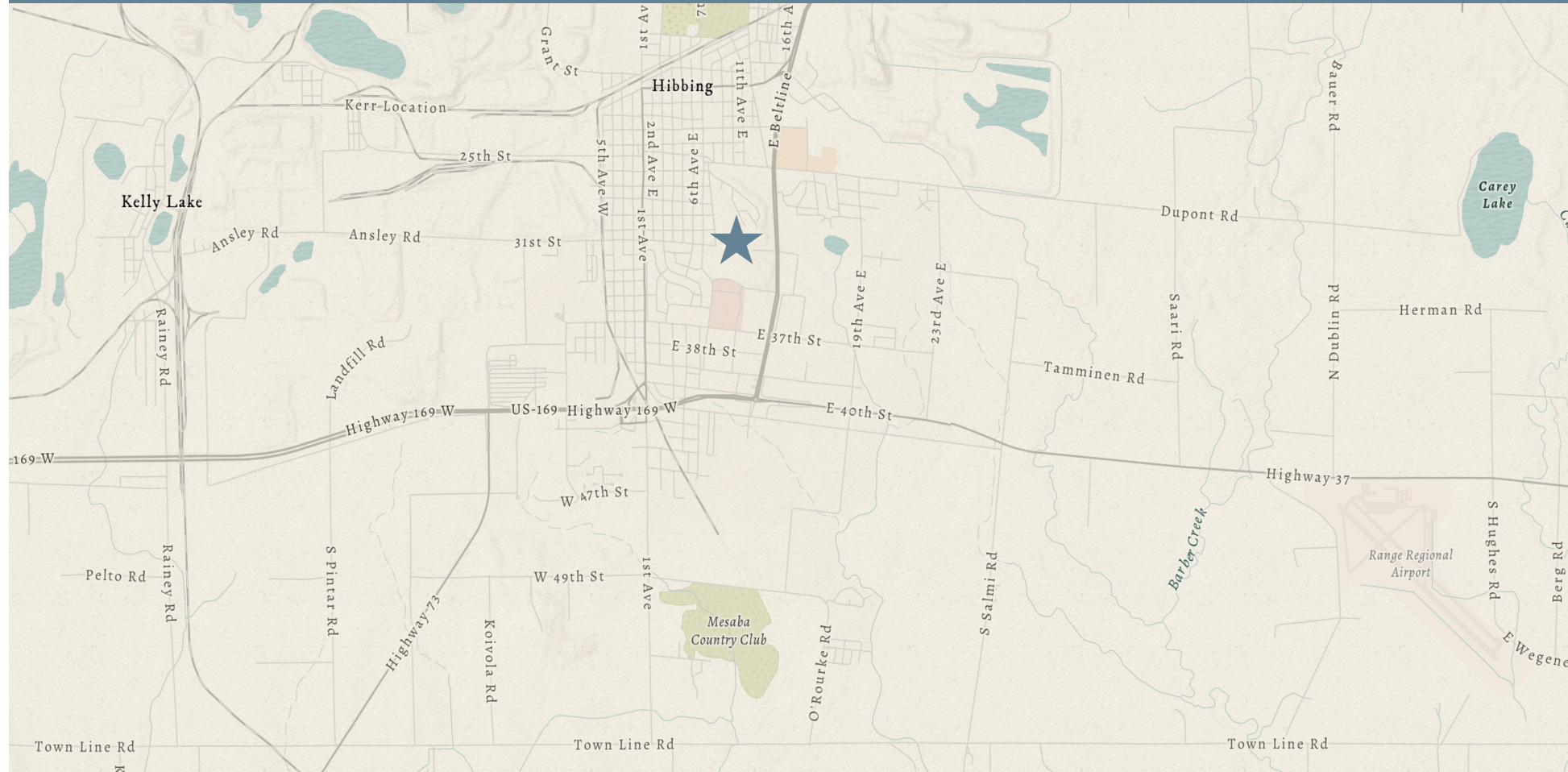
Community Meetings 24 & 25 Sep 2024

6 pm to 8 pm

Hibbing Memorial Arena

400 East 23rd St.

Hibbing, MN 55746



Introduction

Bob Streetar, MA, DPA
Streetar Consulting, LLC
Economic Development, Planning & Housing

John Slack, PLA, ASLA, LEED AP ND, Reli AP
Perkins & Will
Landscape Architect

Agenda

1. Presentation:

- Introduction to the project
- Special Area Planning Process
- Roles & Responsibilities, & Council Expectations
- Site Background
- Housing Needs Assessment
- Next Steps

2. Community and Neighborhood Input

About the Project

- The City desires to develop this area into a new residential neighborhood with a park.
- This 65-acre area is one of the last large vacant areas served by public and private utilities.
- The area is partially occupied by a city park and walking trails and is largely undeveloped.



Planning Process

How will this area go from undeveloped to developed?

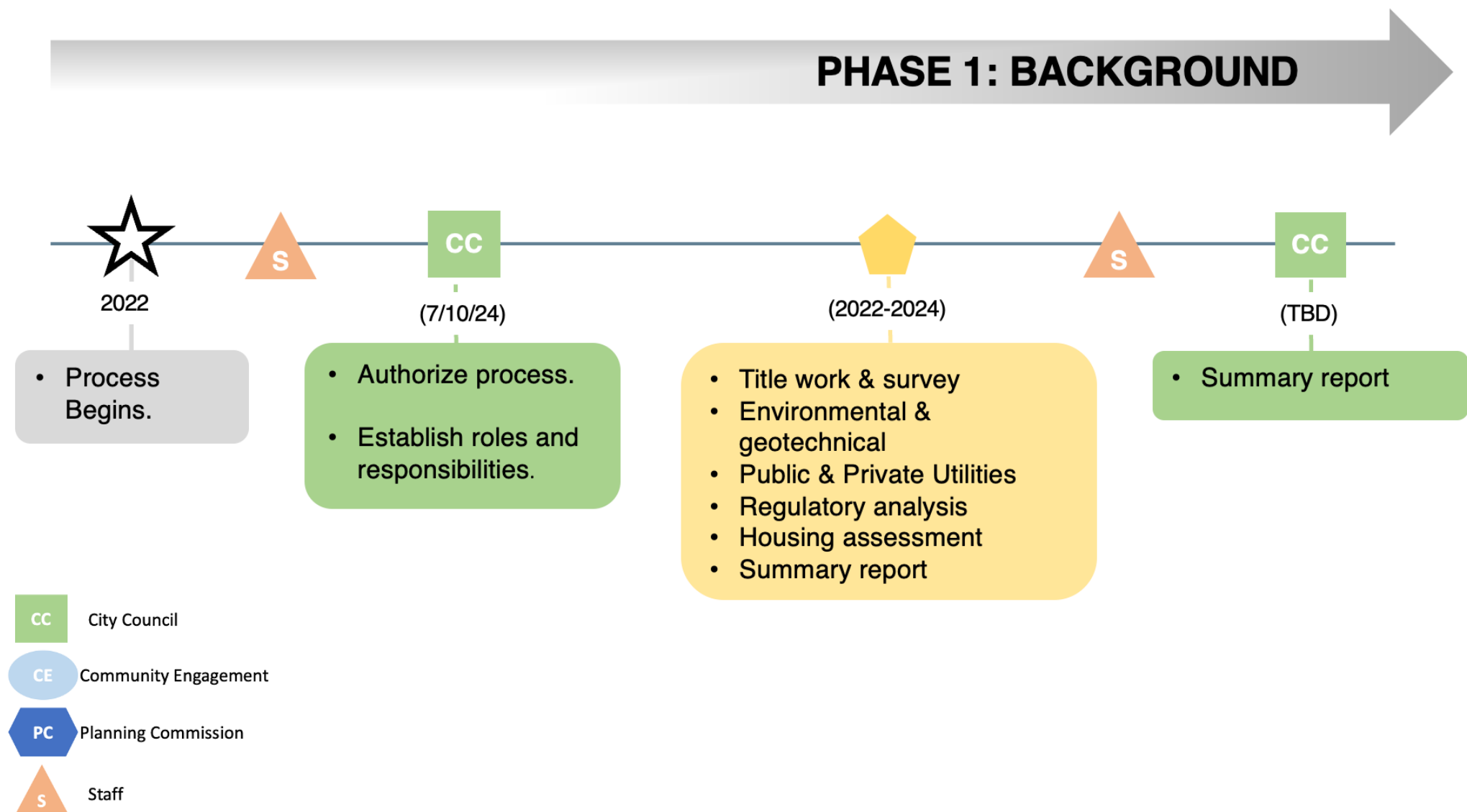
Highland Hills - Special Area Plan

- A Small Area Plan is a plan for developing a specific area.
- It creates a development plan for the property and surrounding area.
- It identifies amendments to the Comprehensive Plan, Zoning & Subdivision Ordinance, and the Capital Improvements Plan necessary to implement the plan.
- The planning process includes community and neighborhood engagement and supports City Council decision-making.

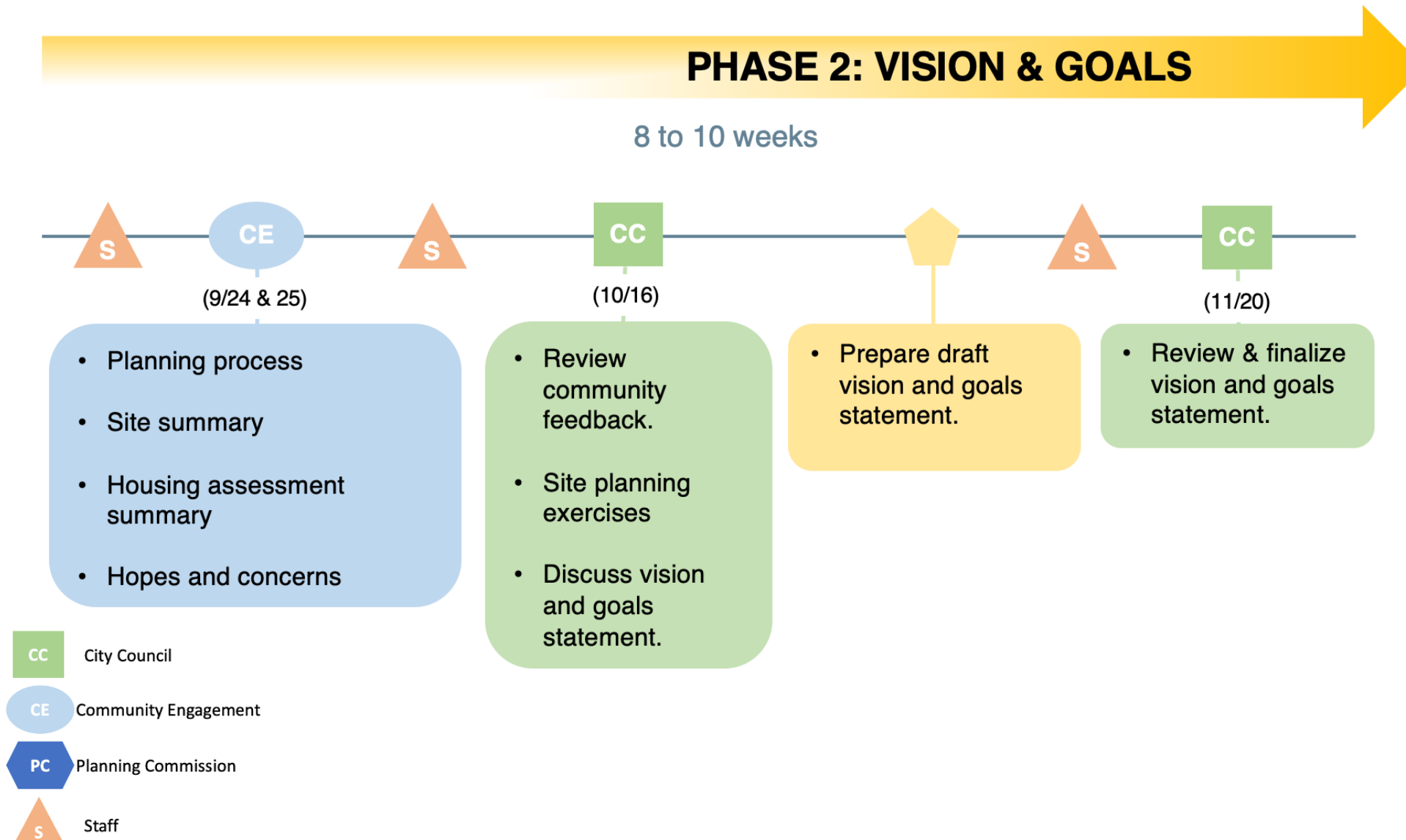
Special Area Plan Steps

- Phase 1: Gather background information;
- Phase 2: Prepare a development vision and goals statement;
- Phase 3: Prepare and evaluate development alternatives;
- Phase 4: Implement the preferred alternative.

Highland Hills - Special Area Plan



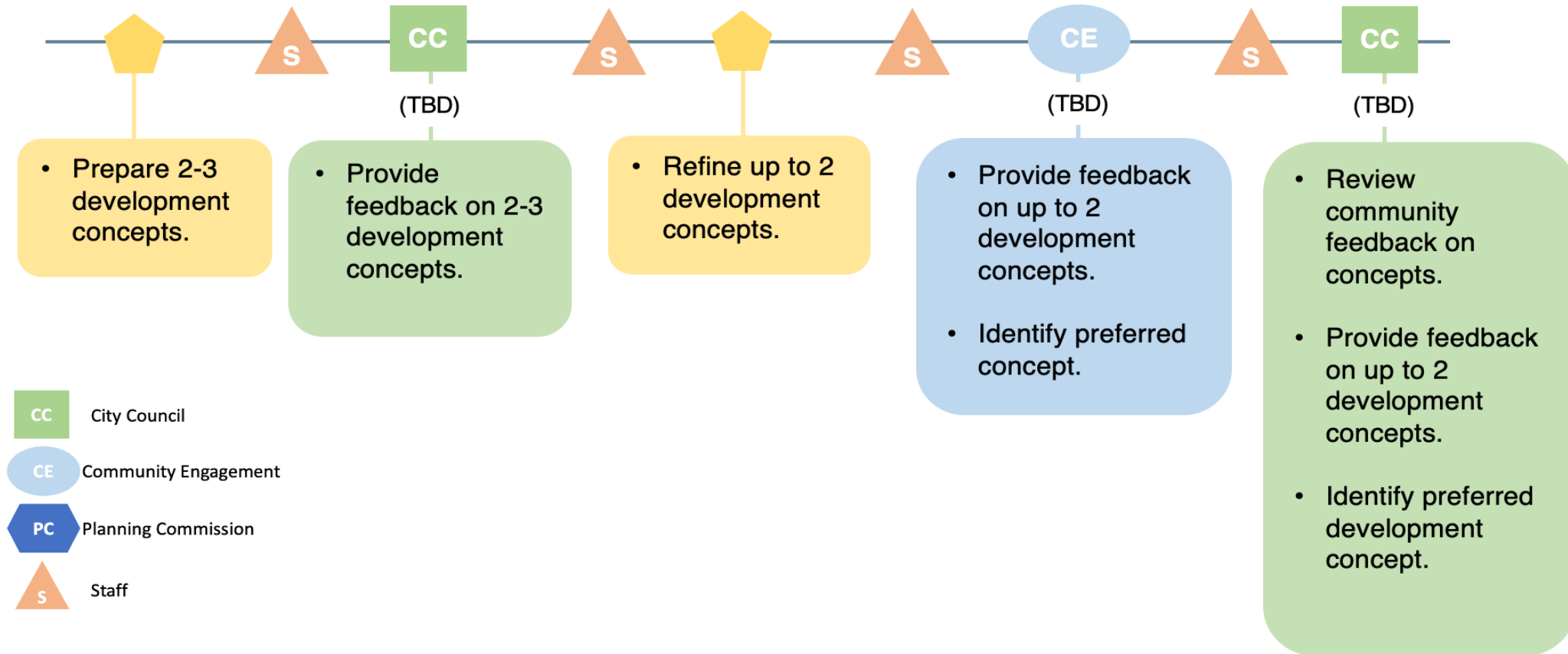
Highland Hills - Special Area Plan



Highland Hills - Special Area Plan

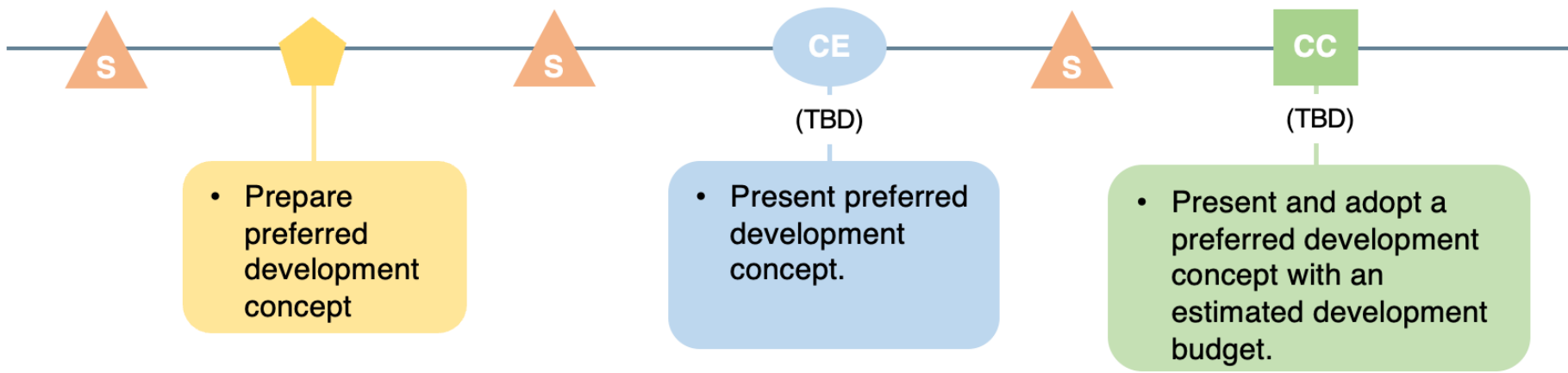
PHASE 3: DEVELOPMENT PLAN

14 to 16 weeks



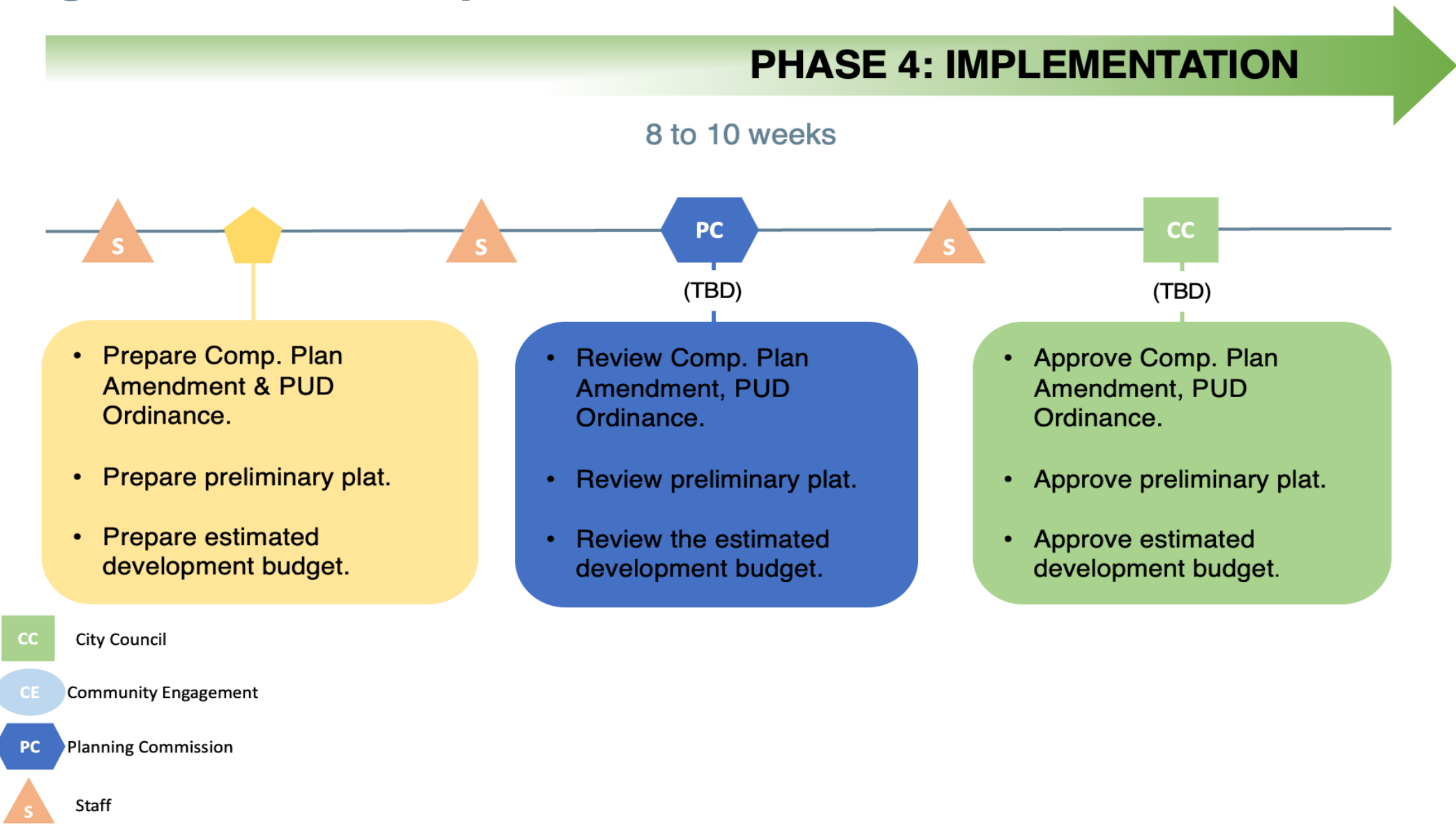
Highland Hills - Special Area Plan

PHASE 3: DEVELOPMENT PLAN



- CC City Council
- CE Community Engagement
- PC Planning Commission
- S Staff

Highland Hills - Special Area Plan



Roles & Responsibilities

Who is responsible for what?

Roles & Responsibilities:

City Council:

- Authorizes the planning process.
- Sets expectations.
- Makes key decisions at specific points during the process.

Roles & Responsibilities:

Community and Neighbors:

- Provides input and feedback on hopes, concerns, vision, goals, and plan alternatives during the process.

Council Expectations

How will the process be conducted, and to what end?

Council Expectations:

- Ensure clear, open, and transparent communication during the planning process.
- Welcome and value neighborhood input, but the plan reflects city-wide input and vision.

Council Expectations:

- Achieve an attractive development plan while working within the site's physical opportunities and constraints.
- Respond to the market realities for single-family housing.
- Attract home builders to construct new single-family homes.
- Provide new housing opportunities for current residents and attractive housing options for the city's future labor force.

Site Opportunities and Constraints

What do we know about the project area?

Project Area

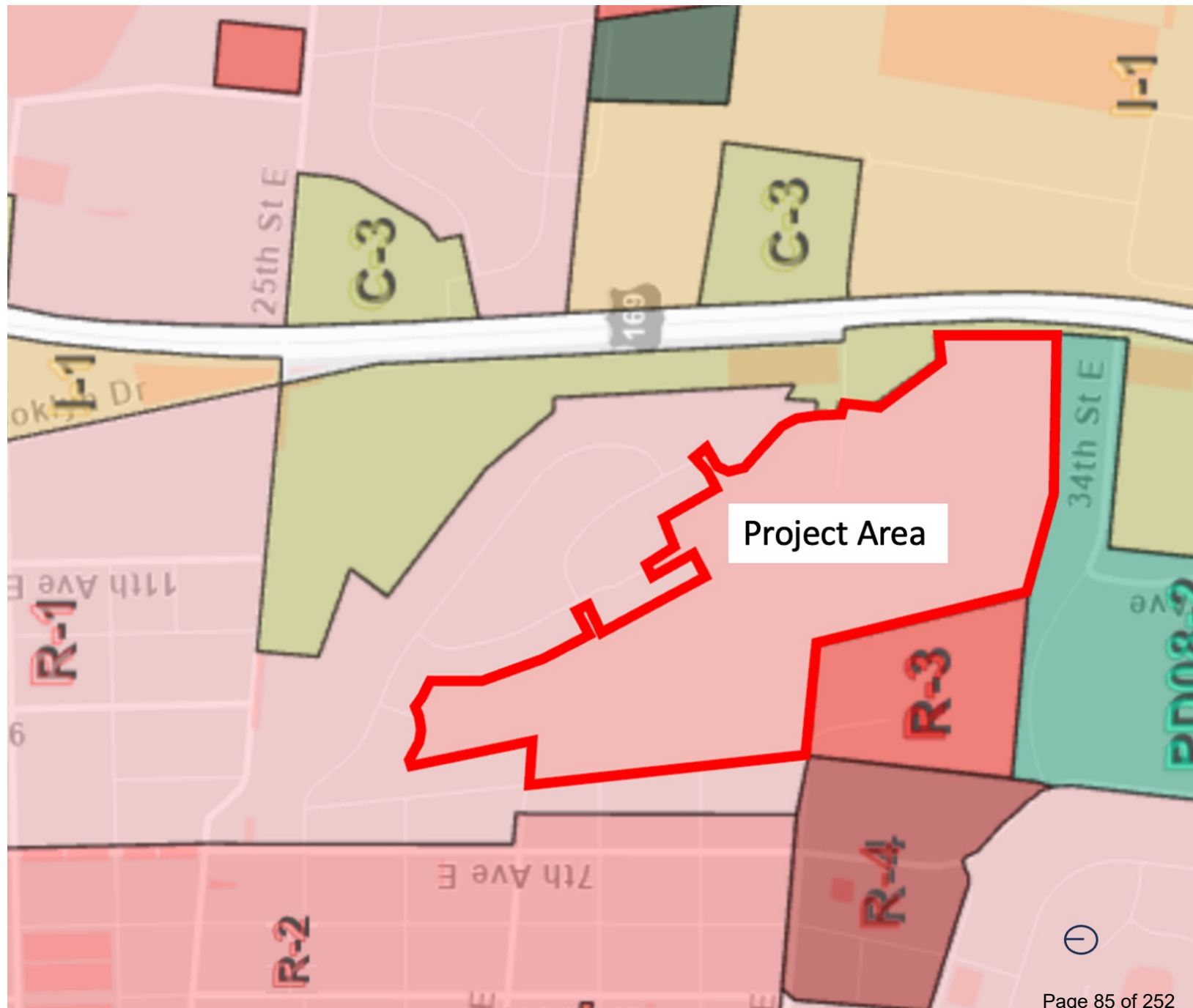
- Size 65.73 acres.
- Five city-owned parcels.
- Small recreation area & walking.
- Water tower is situated within the site.



Land Use

Subject Property:

- Zoned R-1
- Permitted Uses: Single-Family
- Conditional Uses: Two-Family
- No Multi-family/Apartments or Institutional uses permitted



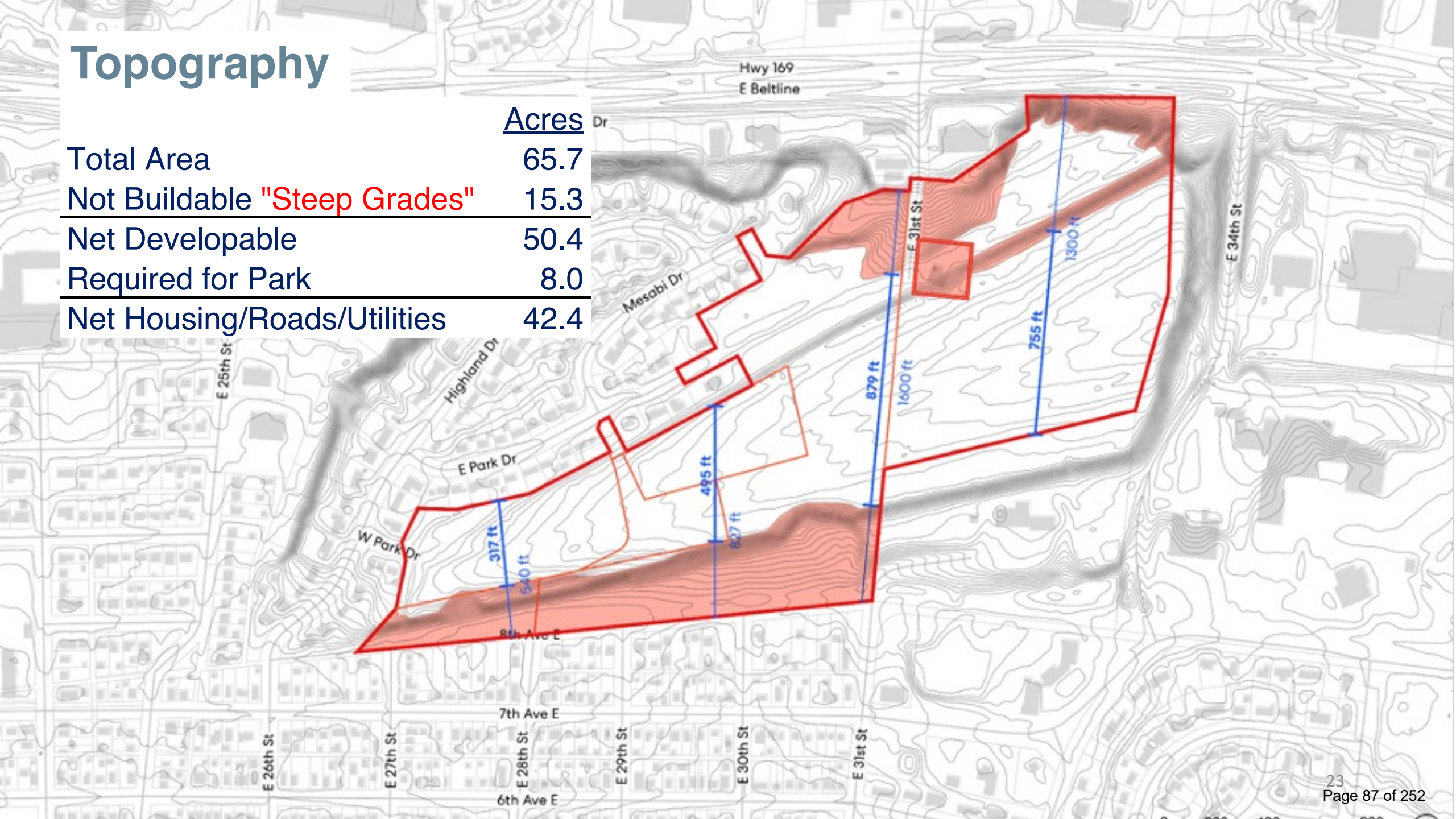
Development Restrictions

Deed Restrictions:

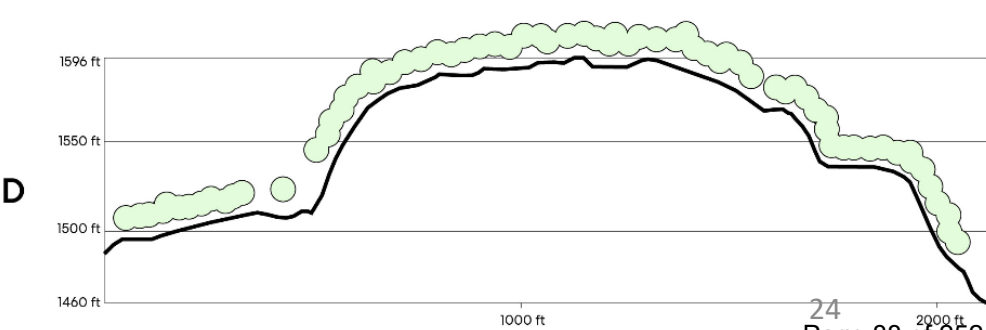
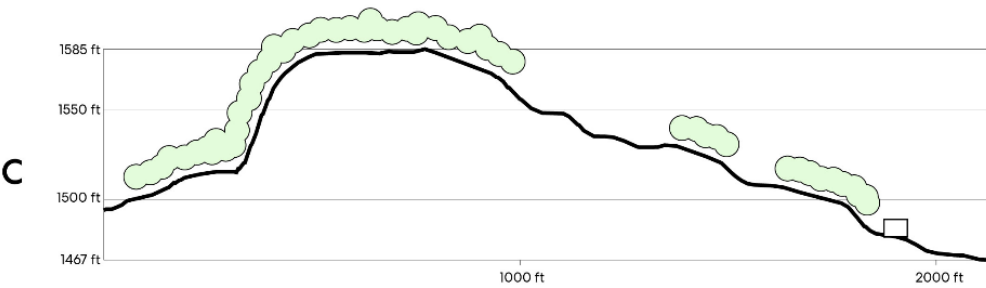
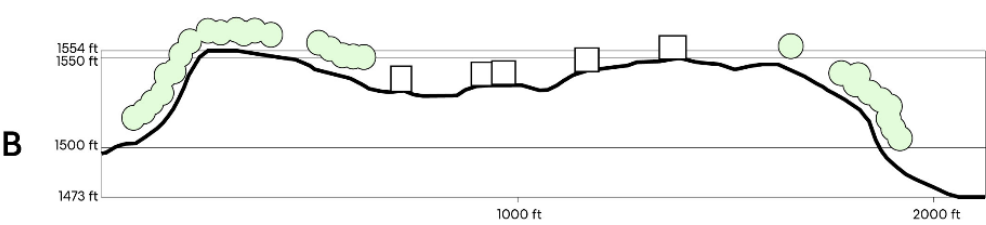
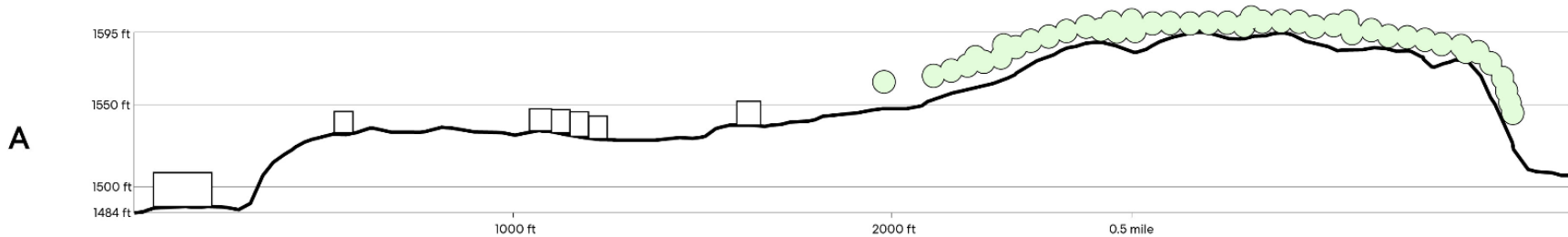
- Only single-family detached homes are permitted.
- Development must include at least an 8-acre contiguous city park.
- Motorized vehicles are prohibited from using any trails on the property.

Topography

	<u>Acres</u>
Total Area	65.7
Not Buildable "Steep Grades"	15.3
Net Developable	50.4
Required for Park	8.0
Net Housing/Roads/Utilities	42.4

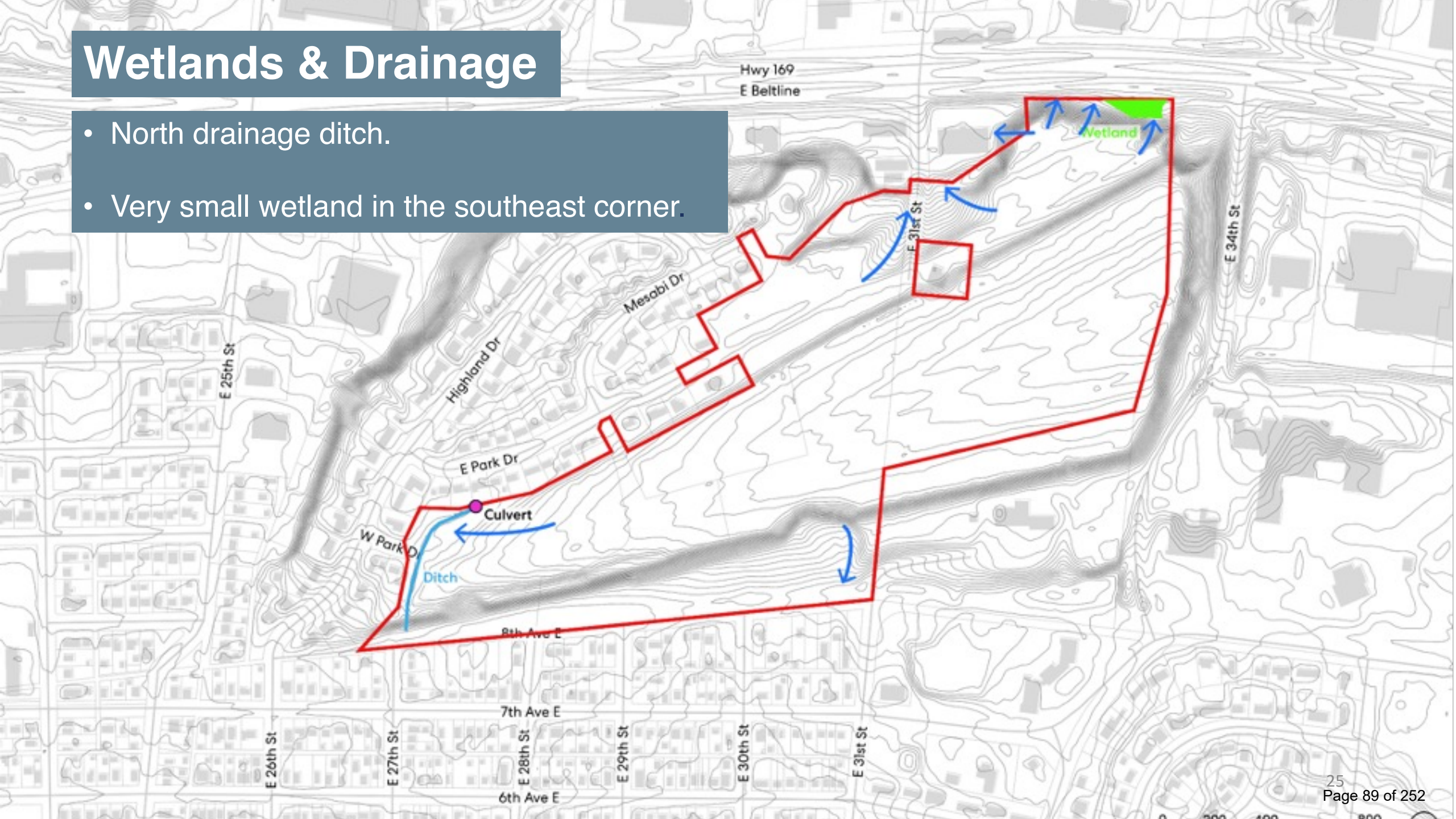


Topography



Wetlands & Drainage

- North drainage ditch.
- Very small wetland in the southeast corner.



Access



City Park

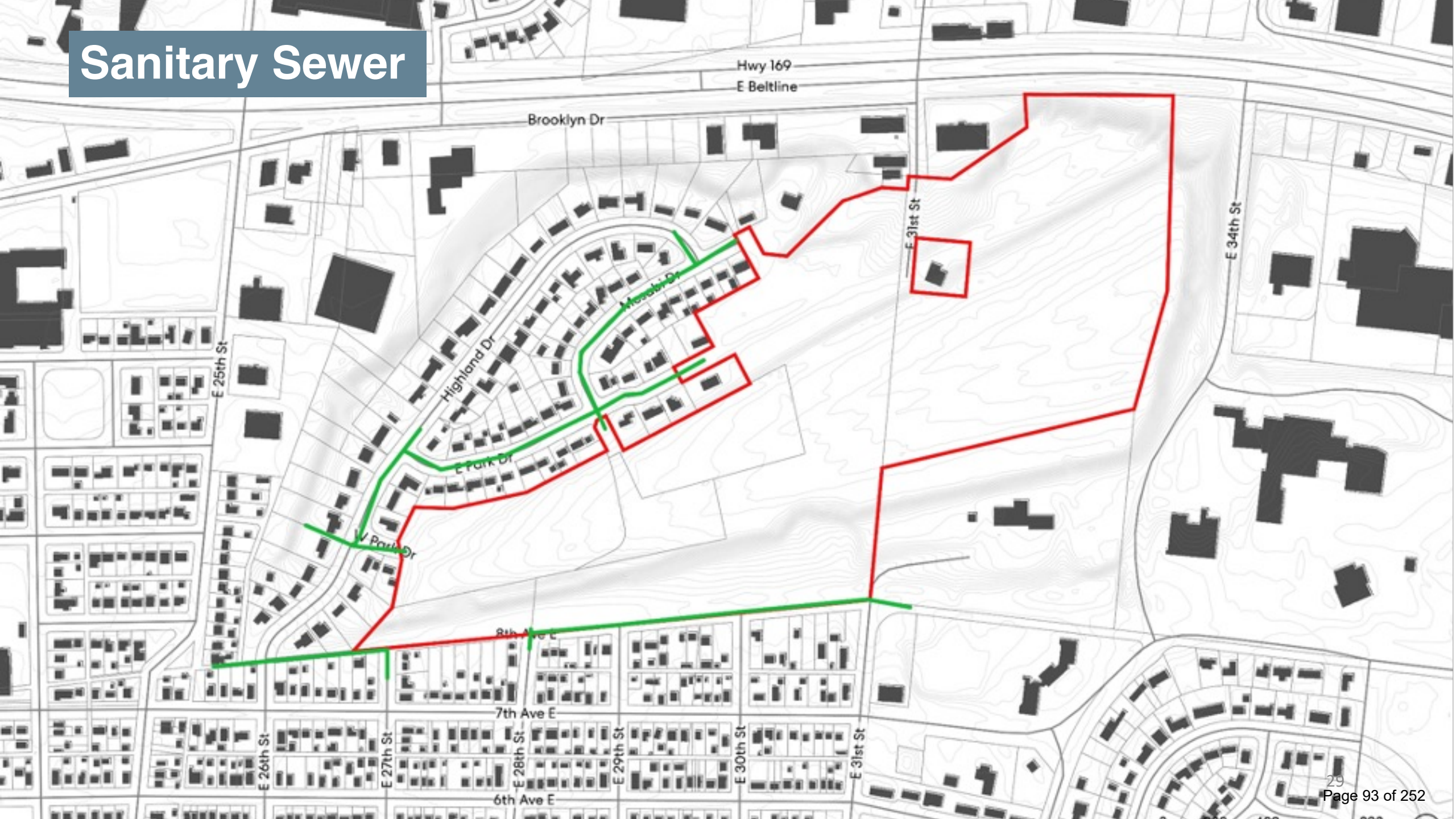
- Park requirements:
 - City park
 - At least 8 Acres
 - Contiguous
- Park will serve only the new and adjacent neighborhoods.
- City has currently no plans for park design or programming.



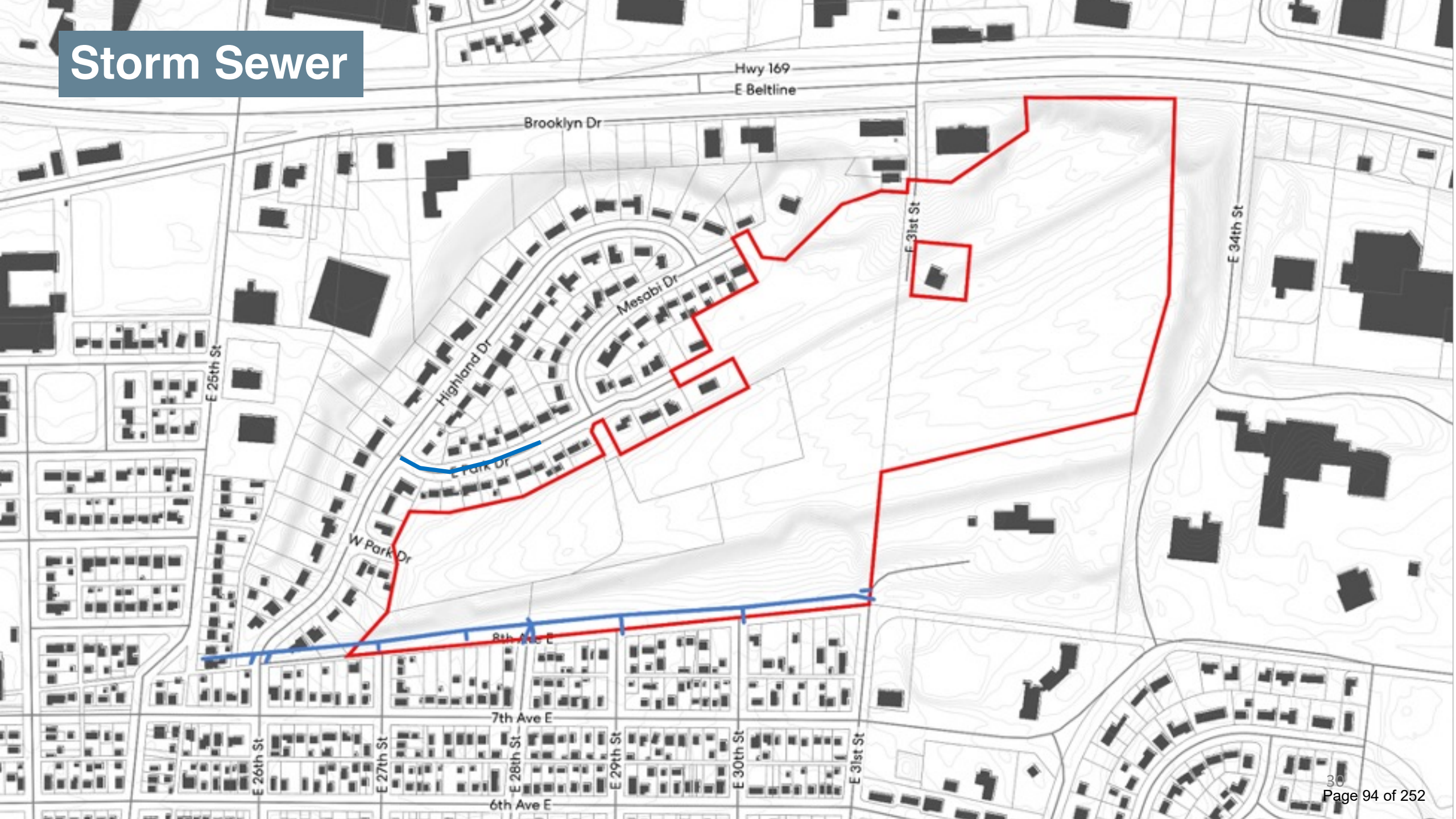
Water



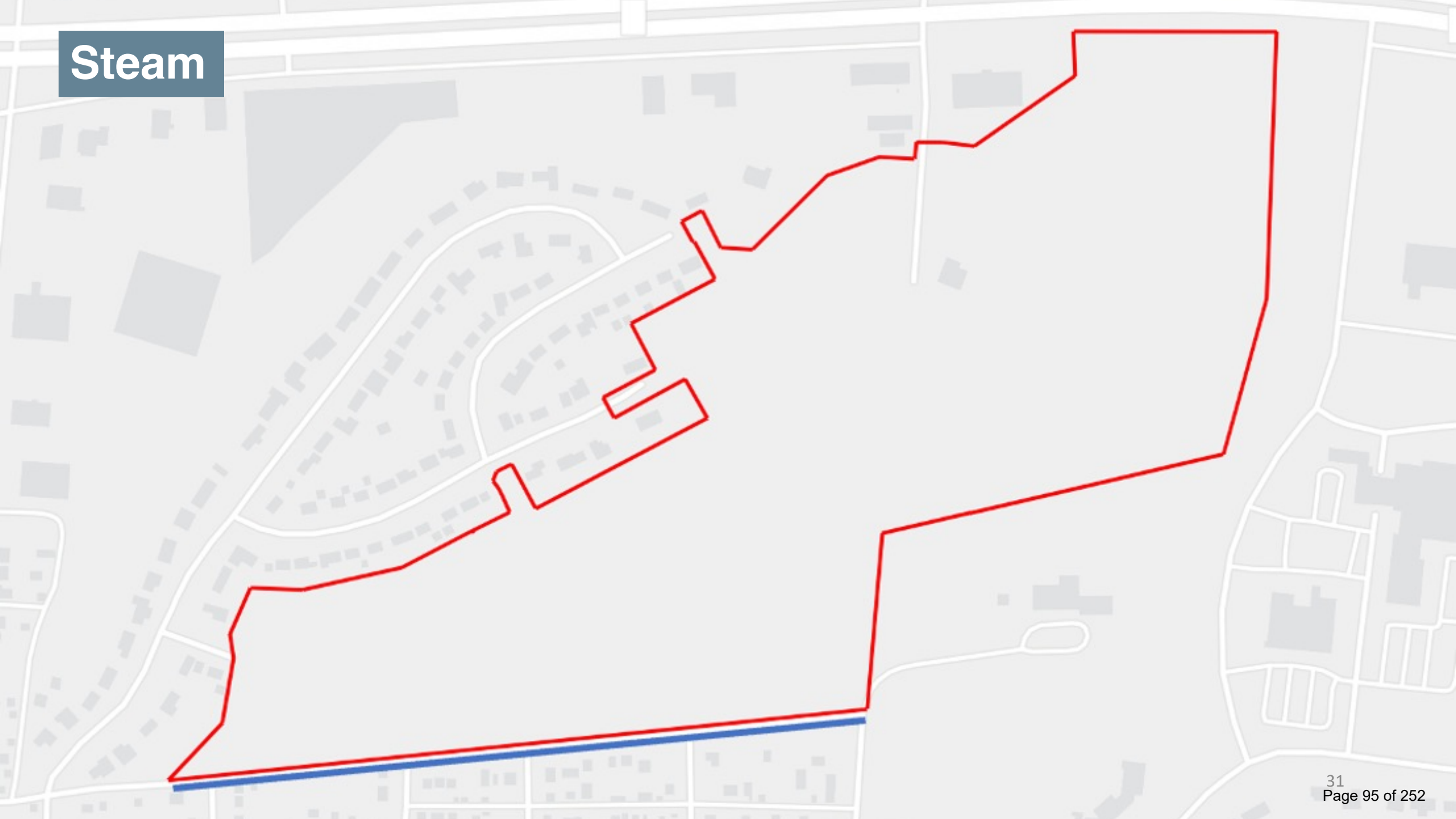
Sanitary Sewer



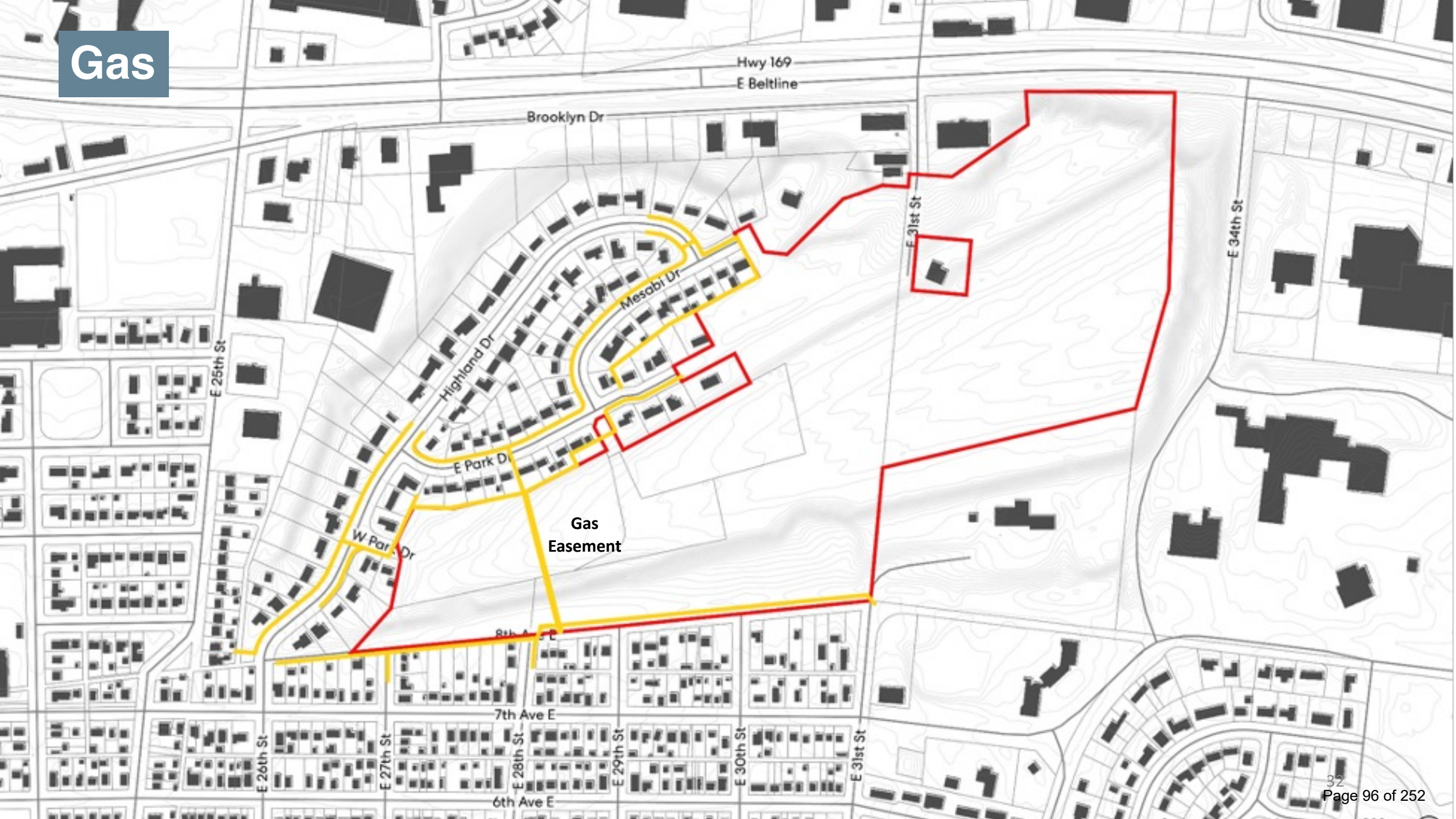
Storm Sewer



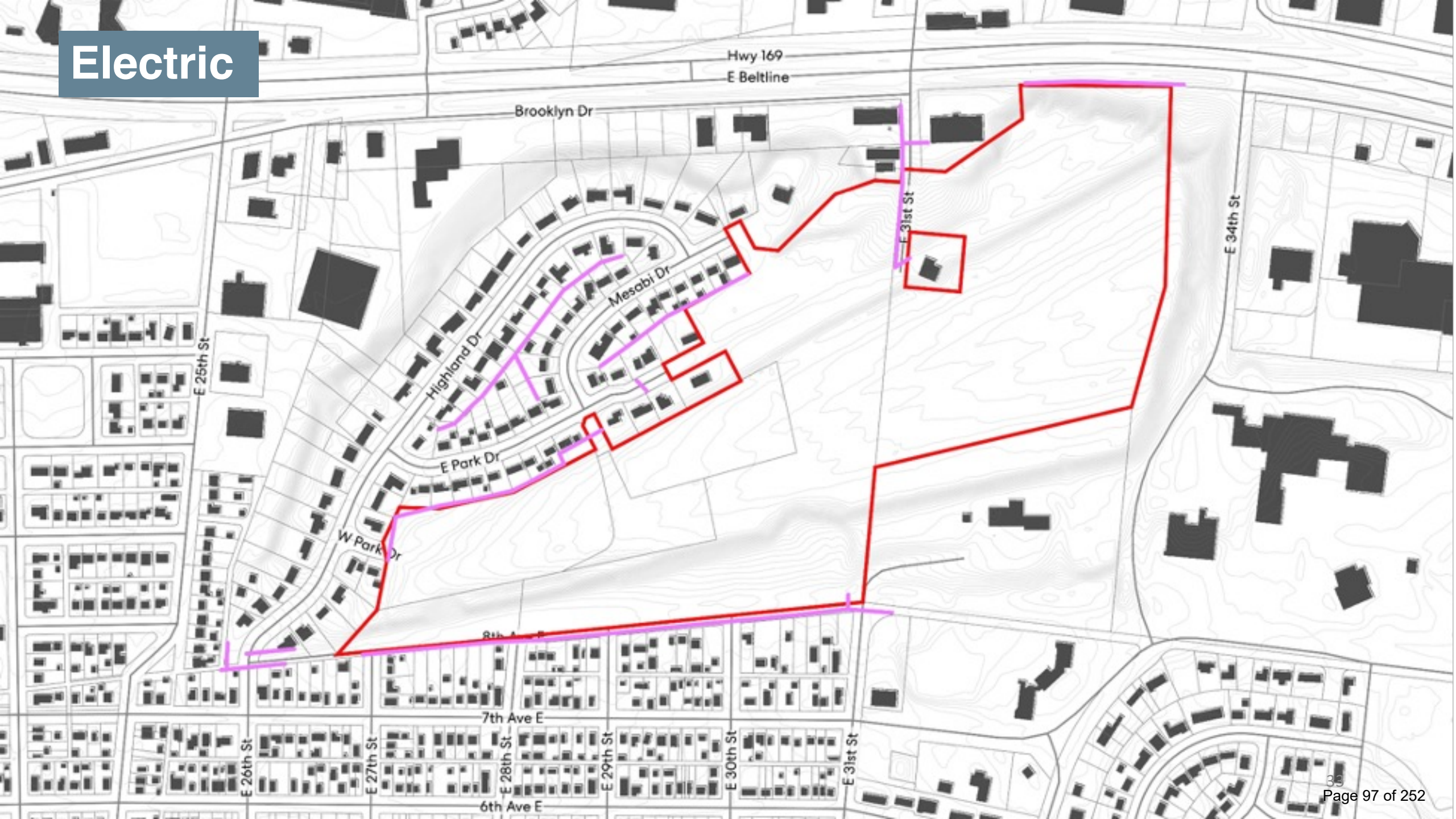
Steam



Gas



Electric

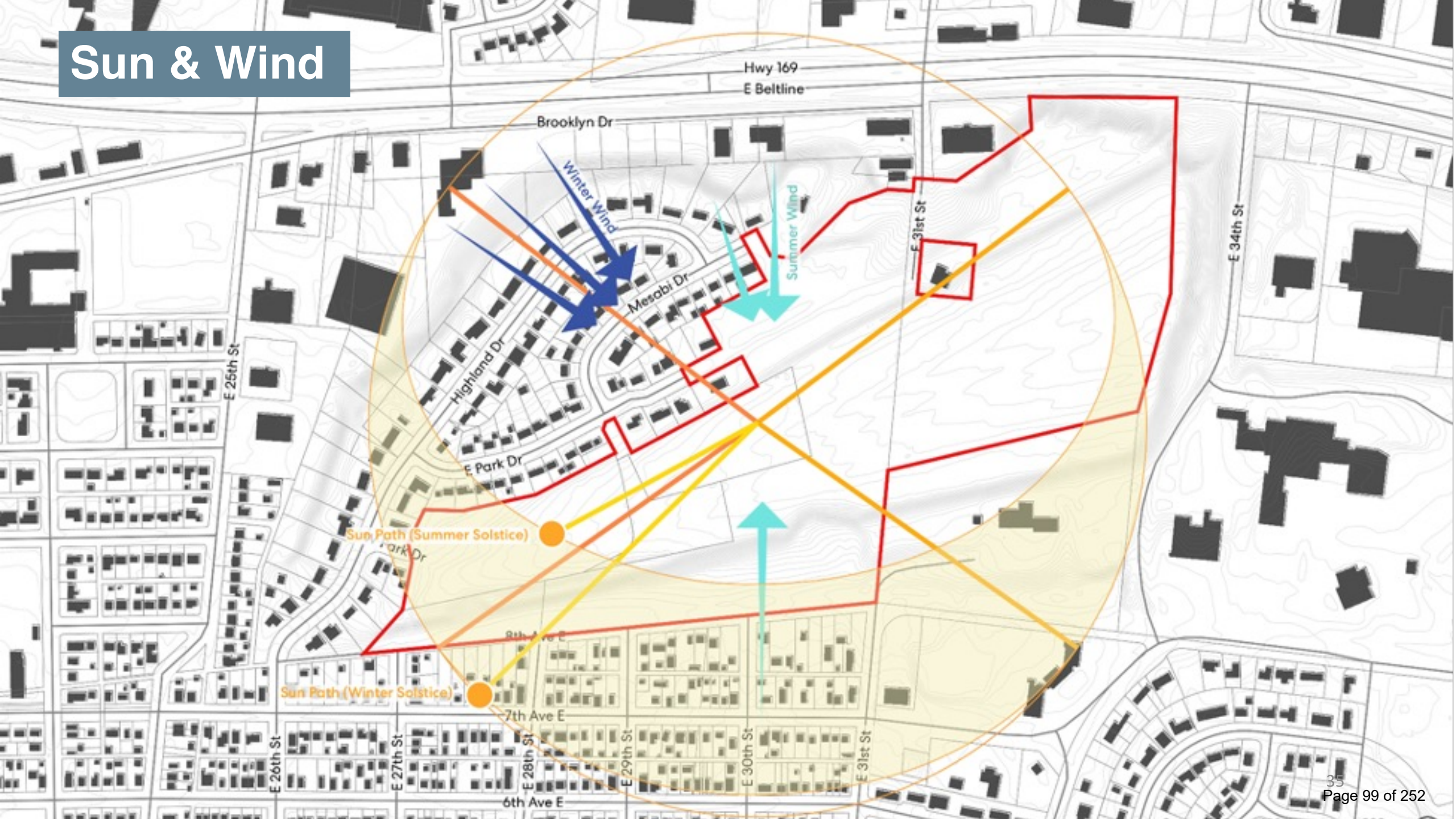


Tree Canopy



Tree Canopy 79.5% of the site

Sun & Wind



Climate Analysis Dashboard

Project Site Details

Project Title **Hibbing Highland
Redevelopment**
Location **Hibbing, MN**
Latitude **47°24' N**
Longitude **92°55' W**

Summary

Psychrometric Chart
Hours in Comfort: XX
% in Comfort: XX

Solar Radiation
Annual cumulative horizontal solar radiation: 1193.36 kWh/m2

Precipitation
Average Annual Precipitation: XX inches

Average Temperature
Percentage of hours in the range of 50 to 75 F: XX%

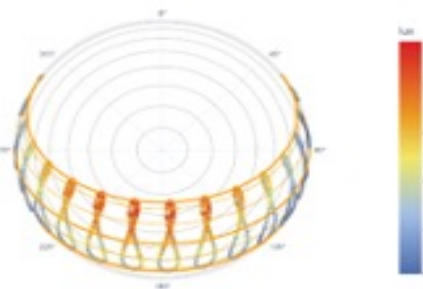
Wind Rose
Potential Electricity generation using wind turbine: Annually 1211 kWh/yr

Relative Humidity
% in discomfort range: XX%

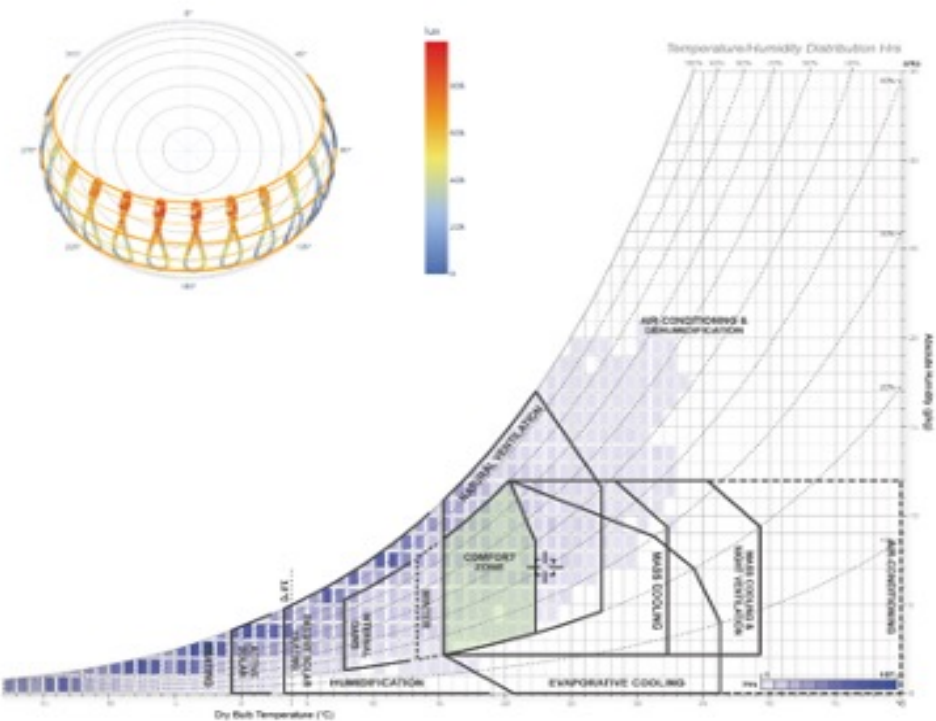
UTCI
% of time in "no thermal stress" in a year: XX%

Sky & Sun Condition
% of time with clear sky in a year: XX%

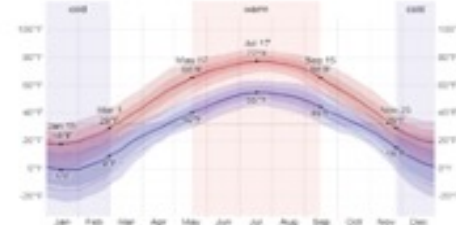
Sun Path Diagram



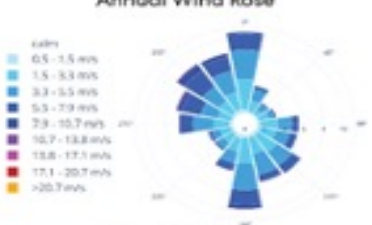
Psychrometric Chart



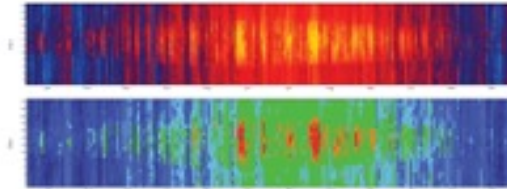
Average Temperature



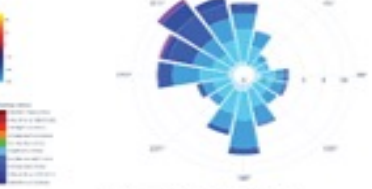
Seasonal Wind Roses



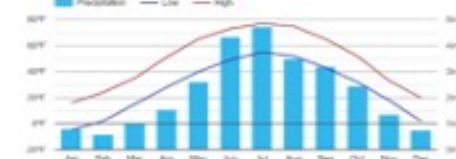
Universal Thermal Climate Index



Winter Wind Rose



Monthly Percipitation



Summer Wind Rose



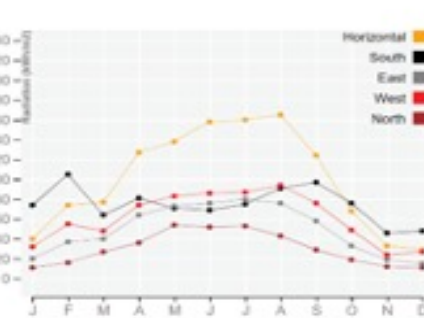
Relative Humidity



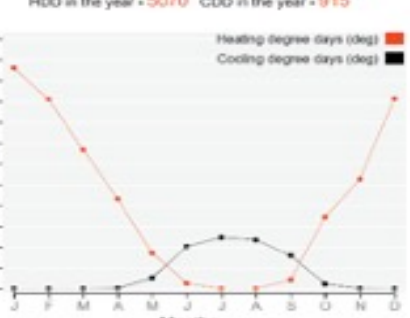
Sky Condition



Solar Radiation



Heating and Cooling Degree Days



Ecological Analysis Dashboard

Project Site Details

Project Title	Hibbing Highland Redevelopment
Location	Hibbing, MN
Latitude	47°24' N
Longitude	92°55' W
Kappen Map	Dfb
Ecoregion III & IV	50m
Watershed	St. Louis River-Lake Superior
Plant Hardiness Zone	Zone 3b

Resilience Risks



Winter Storms



Flooding



Wildfire



Power Outages



Thunderstorms



Endangered Species

Summary

City of Hibbing, the three way watershed marker, is where continental divides meet. The distinctive climate feature is the cool summer and long winter, no dry season. The presettlement vegetation was mixed hardwoods and pines in the higher elevations and aspen and birch with patches of conifer bogs and swamps elsewhere. Today, Most of the remaining area is mixed forest with some shrub and grassland.

Kappen Map Classification



Köppen Climate Type

Dfb (Hot-summer humid continental)
 Dfb (Cold-summer humid continental)

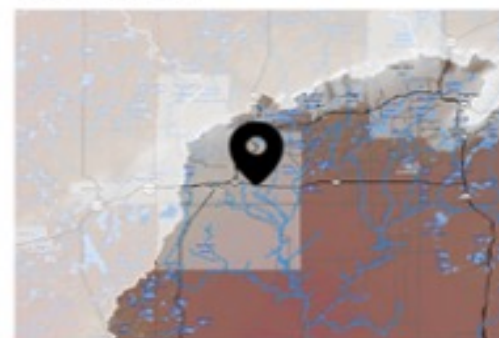
Ecoregion Map



Regional Watershed



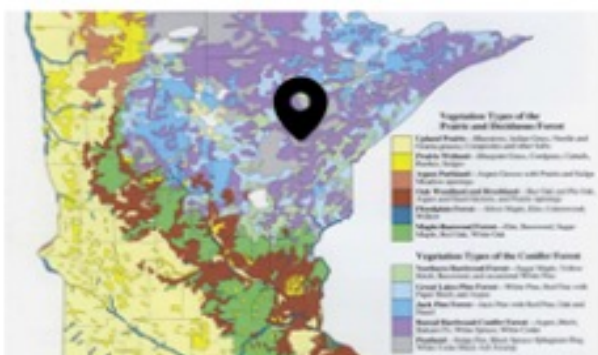
Site Watershed



Site Map Location



Natural Communities And Rare Species Map



Reference



Chippewa National Forest



Kabetogama State Forest



Superior National Forest



Wewaka Peatland SNA

Keystone Species



White-Tailed Deer



Monarch



Black Capped Chickadee



Tricolored Bumble Bee



Evening Grosbeak



Red



Snowshoe hare



Eastern White Pine

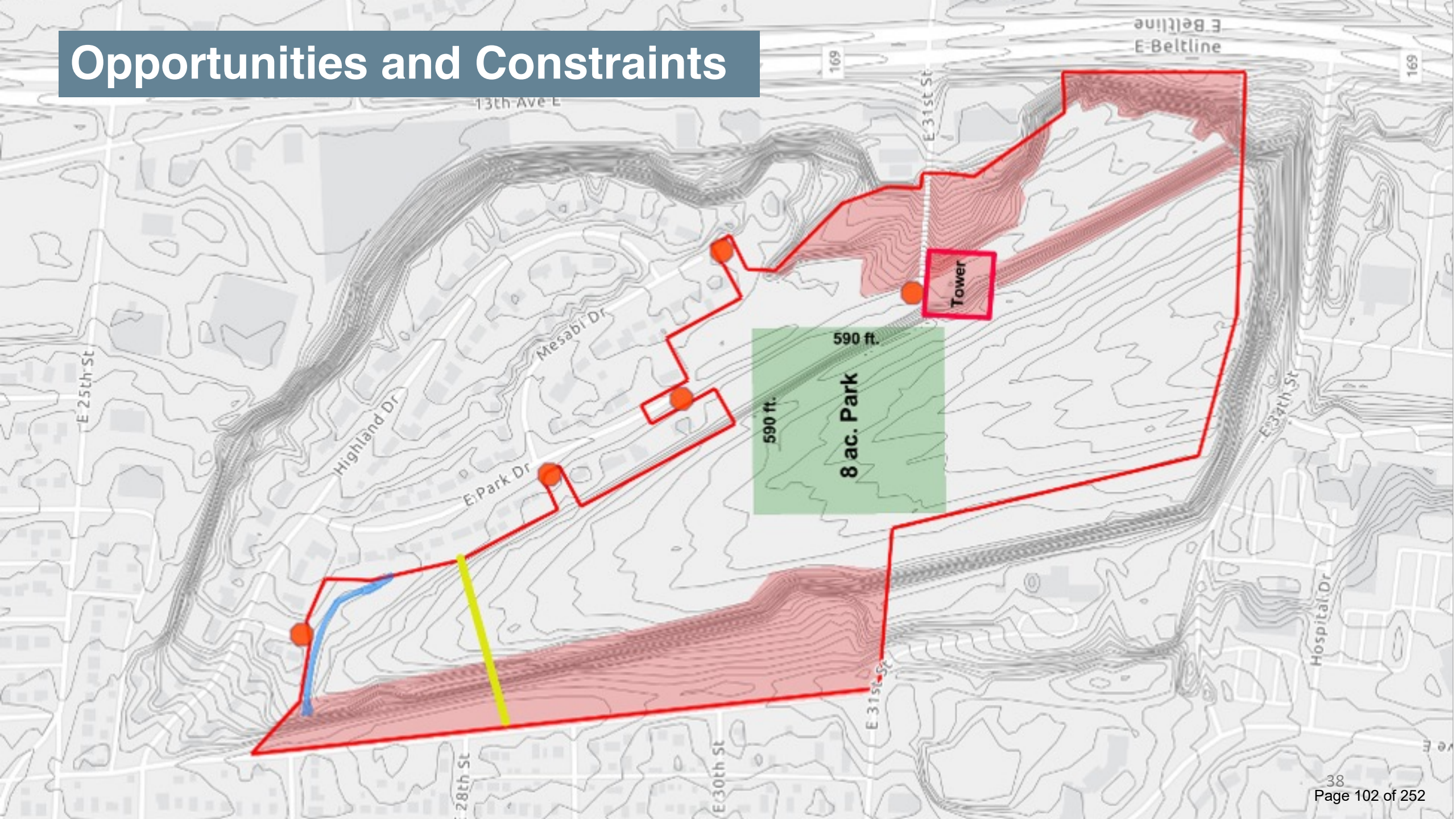


Painted Turtle



Herring Gull

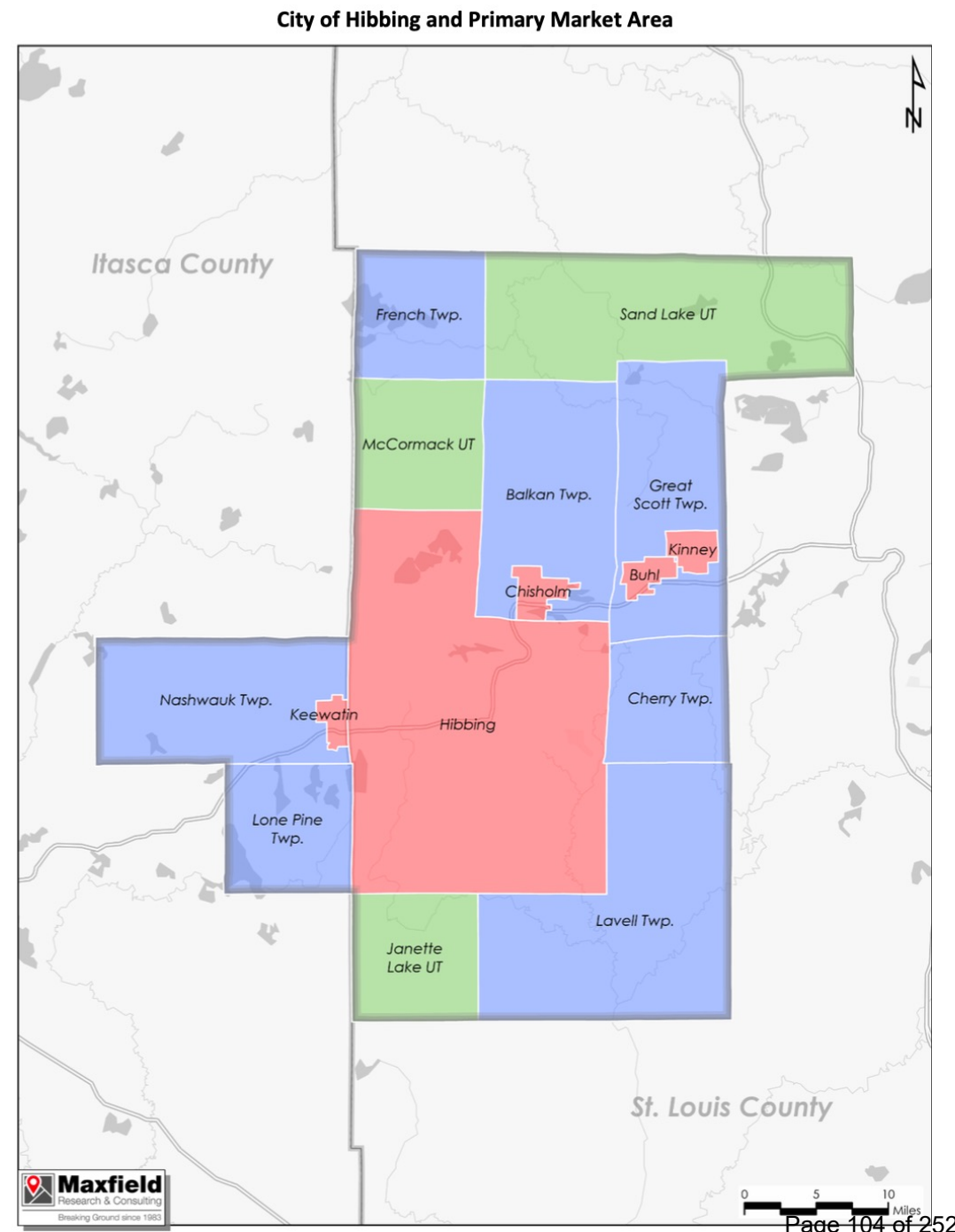
Opportunities and Constraints



**What do we know about housing demand
at this location?**

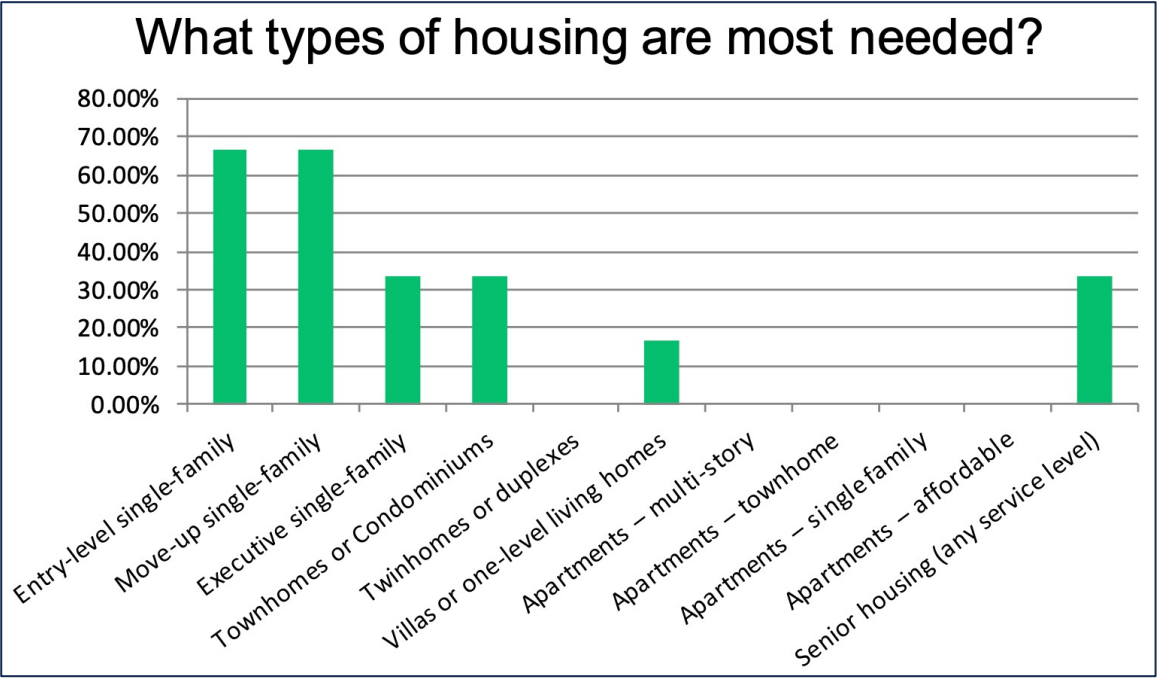
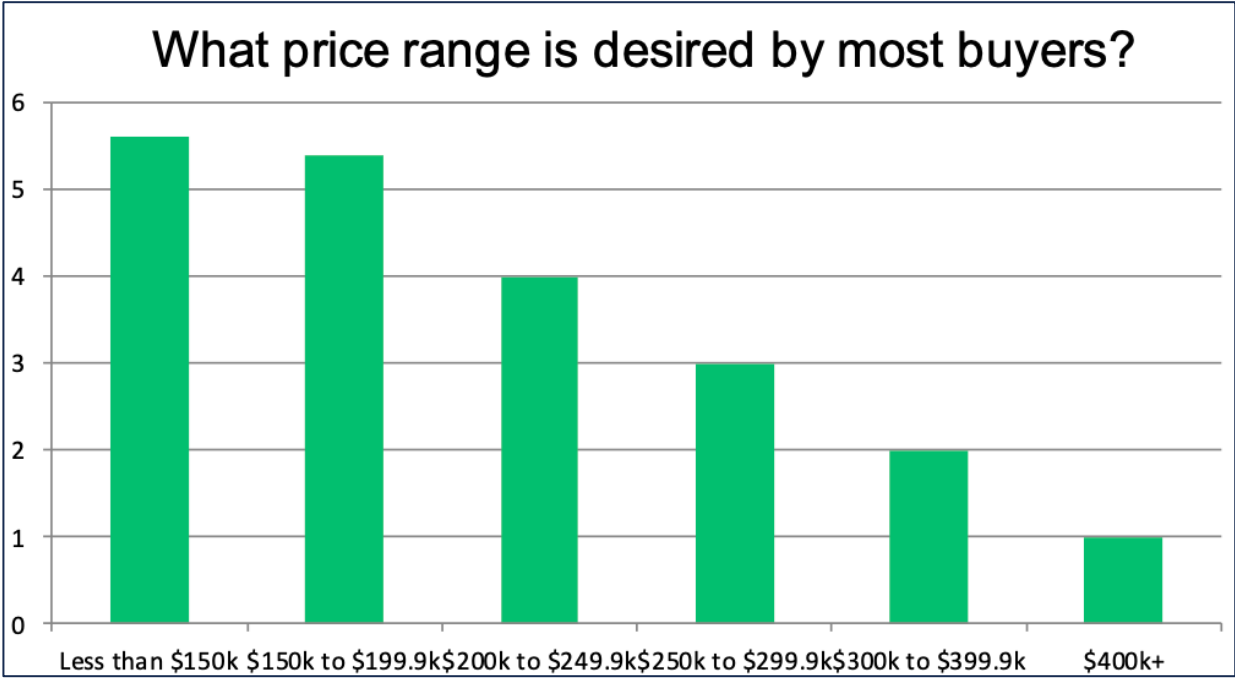
Housing Needs Assessment

- Housing Needs Assessment completed October 2023.
- Estimates housing needs from 2023 through 2035.
- Demand for all types of owner-occupied, rental, and senior housing, both market rate and affordable.
- Total overall demand: 717 – 825 units.



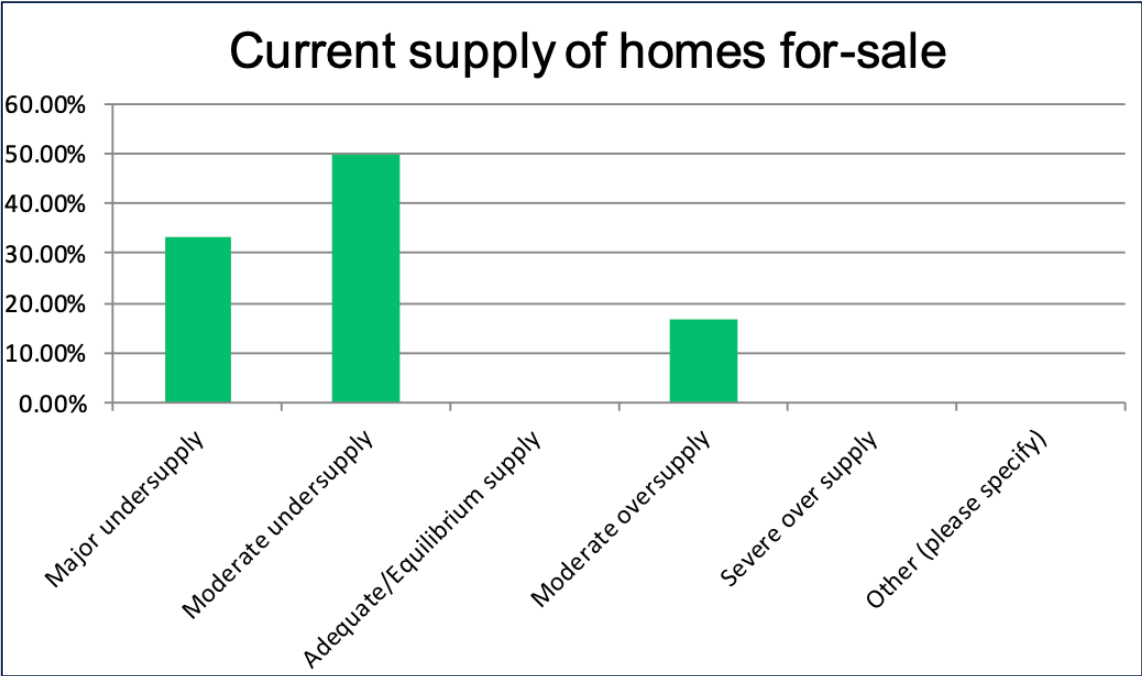
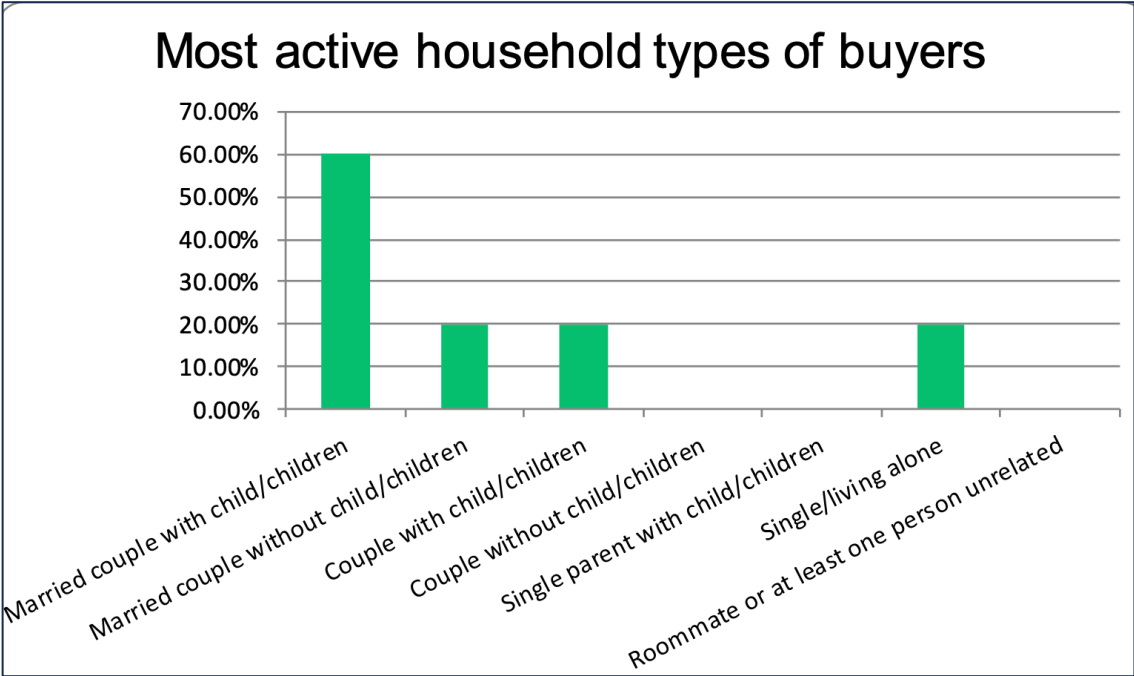
Housing Needs Assessment

- According to a Realtor's Survey:



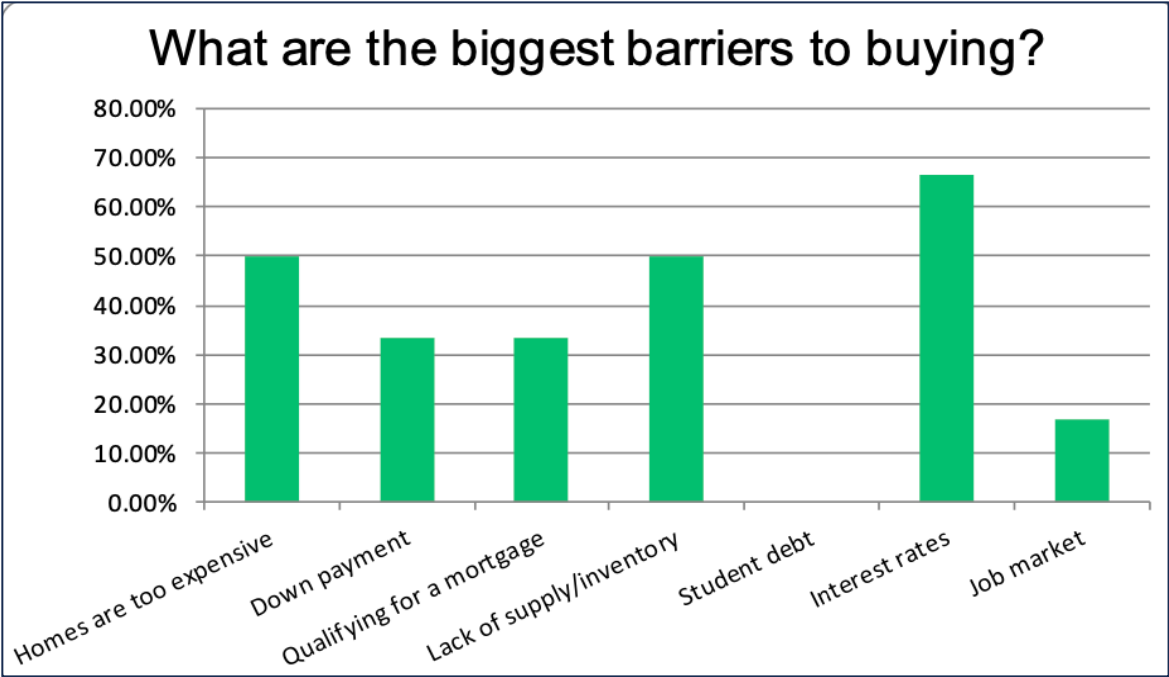
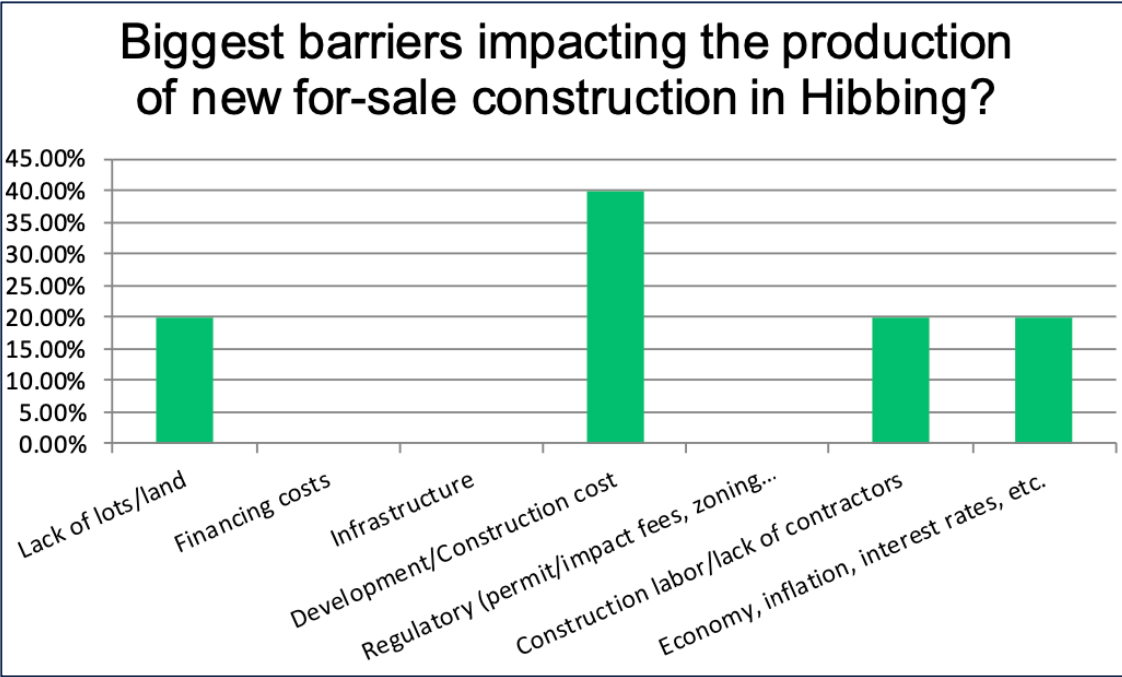
Housing Needs Assessment

- According to a Realtor's Survey:



Housing Needs Assessment

- According to a Realtor's Survey:



Housing Needs Assessment

- Given the deed restriction, this project can respond to 22% of the housing demand. “green.”
- Move-up buyers and Executive Housing: Families and couples with no/children.
- Origin of for-sale housing demand:
 - 80% will be residents already living within the primary market area.
 - 20% will be from residents living outside the primary market area, e.g., former residents, such as “snowbirds,” or new employees working in or near the primary market area.
- Deed restriction eliminates the possibility of all other housing types at this site. “red.”

RECOMMENDED HOUSING DEVELOPMENT CITY OF HIBBING 2023 to 2035					
		Purchase Price/ Monthly Rent Range ¹	No. of Units	Pct. of Total	Development Timing
Owner-Occupied Homes					
Single Family ²					
	Move-up	\$250,00 - \$350,000	130 - 135	76%	Ongoing
	Executive	\$350,000+	40 - 45	24%	Ongoing
	Total		170 - 180	100%	
Townhomes/Detached Townhomes/Twinhomes ²					
	Attached Townhomes	\$225,000-\$275,000	30 - 35	54%	2024+
	Twinhomes/Detached Townhomes	\$285,000+	25 - 30	46%	2024+
	Total		55 - 65	100%	
Total Owner-Occupied			225 - 245		
General Occupancy Rental Housing					
Market Rate Rental Housing					
	Apartment-style	\$975/1BR - \$1,250/2BR	130 - 150	76%	2024+
	Townhomes	\$1,250/2BR - \$1,400/3BR	40 - 50	24%	2024+
	Total		170 - 200	100%	
Affordable Rental Housing					
	Apartment-style	Moderate Income ³	75 - 80	67%	2024+
	Townhomes	Moderate Income ³	35 - 40	33%	2024+
	Total		110 - 120	100%	
Total Renter-Occupied			280 - 320		
Senior Housing (i.e. Age Restricted) 2023-2028					
	Active Adult Cooperative	1BR+D & 2BR / \$75,000+	50 - 60	23%	2024+
	Active Adult Affordable Rental	Moderate Income ³	40 - 50	19%	2024+
	Active Adult Market Rate Rental	\$1,000/1BR - \$1,200/2BR	40 - 50	19%	2024+
	Independent Living (Congregate)	\$1,500/1BR - \$2,000/2BR	50 - 60	23%	2024+
	Assisted Living	\$3,500/1BR - \$4,000/2BR	20 - 30	11%	2028+
	Memory Care	\$5,000/Studio - \$6,000/1BR	32 - 40	15%	2024+
	Total		212 - 260	100%	
Total - All Units			717 - 825		
¹ Pricing in 2023 dollars. Pricing can be adjusted to account for inflation.					
² Recommendations include the absorption of some existing previously platted lots.					
³ Affordability subject to income guidelines per Minnesota Housing Financing Agency (MHFA). See St. Louis County Income limits.					
Note - Recommended development does not coincide with total demand. Hibbing may not be able to accommodate all recommended housing types based on a variety of factors (i.e. development constraints, land availability, etc.)					
Source: Maxfield Research & Consulting, LLC					

Next Steps:

- **24 & 25 Sept:** Community & Neighborhood Input.
- **16 Oct:** The Council will discuss the elements of a development vision and goals statement using the site, market background, and community input.
- **20 Nov:** The Council will review and adopt a development vision and goals statement, which will guide the preparation of 2-3 development concepts.

Questions?



Request for Council Action

City Council Action

Approve City Services Director to go out for RFP for a Clubhouse Operator for the Hibbing Municipal Golf Course

Description of Agenda Item

Approve City Services Director to go out for RFP for a Clubhouse Operator for the Hibbing Municipal Golf Course

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

Action Requested

Approve City Services Director to go out for RFP for a Clubhouse Operator for the Hibbing Municipal Golf Course

Attachments

1. 10-16-24 RCA Approve RFP for golf course clubhouse operator
2. Golf course Management-RFP-2024



Request for City Council Action

10/16/2024

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda _____

Consent Agenda X

Description of Agenda Item:

Requesting council approval to go out for RFP for a clubhouse operator for the Hibbing Municipal Golf Course.

Strategic Initiative:

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

Nick Arola, City Services Director, nickarola@hibbingmn.gov 218-421-5565

Introduction/Background/Justification/Key Issues/Legal

Joan Schloesser has indicated that she will be retiring from the golf course this fall. She has been the clubhouse operator for 26 years. We are requesting council approval to advertise and solicitate for a new 3rd party operator to take over operations for the 2025 season.

See RFP attached.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact:

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

Requesting Council approval

REQUEST FOR PROPOSAL
Golf Course Clubhouse Operator
For
Hibbing Municipal Golf Course
City of Hibbing, MN



CITY OF HIBBING, MINNESOTA - REQUEST FOR PROPOSALS

GOLF COURSE CLUBHOUSE OPERATOR

The City of Hibbing is soliciting proposals for the operation of the Hibbing Municipal Golf Course Clubhouse. The major components of services include management and operation of the Hibbing Municipal Golf Course clubhouse as a public course in accordance with a formal management agreement.

Questions may be addressed to the City Services Department at the contact information listed below. The proposals will be opened at 12p.m. on Monday, December 2, 2024 at the following address:

Nick Arola

City Services Director, City of Hibbing

400 East 23rd Street

Hibbing, MN 55746

Email: nickarola@hibbingmn.gov

Phone: 218-421-5565

1. Purpose. The City of Hibbing is soliciting the services of interested and qualified golf course operators to manage and operate the Hibbing Municipal Golf Course Clubhouse. The services provided include the following: manage, maintain, and operate the golf course clubhouse as a public course with ancillary uses in accordance with a formal management agreement. Hours of clubhouse operations are open to negotiation in proposal. Typical operation of the clubhouse is as follows (weather conditions and daylight hours with vary operating hours).

April 15 - April – (8am-7pm)

May 1 – May 31 – (7am-8pm)

June 1 – July 31 – (7am-9pm)

August 1 – September 1 – (7am-8pm)

September 2 – Sept 30 – (8am-7:30pm)

October 1 – end of season – (9am-5:30pm)

2. RFP Schedule.

November 1, 2024 - RFP Issued

December 2, 2025 @ 12:00pm - Proposal Due Date

Week of December 2, 2024 - Hibbing City Staff Selection Committee Reviews Proposals and enters into negotiations.

January 2025 - Hibbing City Council Awards Agreement

3. Term. Negotiable. The City of Hibbing intends to use a management on long term basis. The desired term for the initial contract is a one-year term from March 1, 2025 to November 30, 2025 with the option to renew for a longer term.
4. Compensation. The City of Hibbing values the Hibbing Municipal Golf Course as a community asset. The City is open to negotiations with Management with regard to the City assisting with funding for the operation of the clubhouse operations. Management must outline this in proposal.
5. Use of Premises. Management will manage and use the Hibbing Municipal Golf Course located at 1524 7th Ave E, Hibbing, Minnesota, which includes clubhouse and all equipment within. Management will have complete and exclusive use of the premises for the purpose of operating a golf club and clubhouse and provide the usual and ordinary services provided at golf courses including but not limited to regular golfing, food and beverage, concessions, sale and rental of related equipment and apparel. Management will also offer such programs that include youth, seniors, public, schools, and other public activities where appropriate.
6. Funds Control. Management will be responsible and in control of all monies received, be it from the City of Hibbing or from operations such as, but not limited to green fees, rentals, season passes, merchandise, liquor, food, lessons, and other concessions.
7. Taxes, Fees, Licenses. Management will be responsible to pay all federal, state, and local licenses, permits, sales and use tax, state and federal payroll taxes, workers compensation and unemployment taxes.
8. Utilities. Management will be responsible for all utilities.
9. Daily Operation. Management will be responsible for the daily operation of the golf course including the hiring and management of personnel and staff schedules with opening and closing times as is customary for a golf course.
10. Maintenance and Repair of the Clubhouse. Management will maintain all building structures in as good or better condition and make wear and tear improvements. The City of Hibbing will be responsible for parking lot maintenance and snow removal in addition to public improvements such as utility installation/repair, major structural improvements to buildings, and natural disaster damage.
11. Food/Alcohol and Concessions. Management will operate food and beverage service and will be responsible for all licensing, insurance, and taxes. Proceeds from the sale of food/beverage items will be the property of management. Management may sub-let the food/beverage concessions with written consent of the City of Hibbing. Outline intentions in management proposal.
13. Agreement. The City of Hibbing and management will negotiate a management agreement and associated fees and/or revenue sharing. Outline in management proposal.
14. Insurance. Management will procure and be responsible for and maintain all applicable insurance coverages required for operation of the clubhouse. The City of Hibbing will insure against damage or destruction of facilities and equipment.

15. Assignment and Sub-Letting. Management may not assign management to another party without consent of the City.
16. Experience. It is preferred if those submitting a proposal satisfy the following criteria:
 - Experience by the individual who will be the on-site manager of a golf course.
 - Experience by the individual who will be the full-time on-site pro shop manager in managing a pro shop operation at a golf course or related facility.
 - Experience in operating a business in general.
17. Evaluation Criteria and Standards: Proposals will be evaluated based on the following criteria:
 - A. Experience in managing, maintaining, and operating a golf course and/or business.
 - Highly Advantageous – More than three (3) years' management experience.
 - Advantageous – one (1) to three (3) years' management experience.
 - Less Advantageous – Less than one (1) years' management experience or demonstration of other experience in golf course.
 - B. Experience and qualifications of management's staff.
 - Highly Advantageous – Submission of an organizational plan showing a structured organization with clearly delineated responsibilities and identifying staff who will be assigned to manage and operate the golf course clubhouse.
 - Advantageous – Submission of a plan identifying the staff who will be assigned to manage, operate, and maintain the golf course clubhouse but not clearly indicating organizational structure or delineating responsibilities.
 - Less Advantageous – Submission of a plan which fails to identify staff who will be assigned to manage, operate, and maintain the golf course and club house.
 - Unacceptable – No information provided regarding experience and qualifications of staff.
 - C. References.
 - Highly Advantageous – Three (3) or more industry references which indicate superior quality of performance.
 - Advantageous – Two (2) industry references;
 - Less Advantageous – Less than two (2) industry references
 - Unacceptable – No information provided from the industry.

- D. Management's marketing plan to increase the percentage of play by area residents, by juniors and to increase community spirit and public awareness of the course as a community resource.
- Highly Advantageous – Submission of a plan which sets forth at least three (3) specific incentives which will be offered by management. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the golf course as a community resource.
 - Advantageous – Submission of a plan which sets forth less than three (3) specific incentives or sets forth incentives which are somewhat speculative in effect.
 - Unacceptable - No plan submitted.
- E. Business Management. Detailed description of the method/resources to be used to ensure the accountability for all revenues, expenditures, payroll reporting, inventory control, etc.
- Highly Advantageous – Submission of a plan which specifically details a method and/or for recording and accounting for revenues, expenditures, payroll management and reporting, inventory control, and general business management plan.
 - Advantageous – Submission of a plan which generally describes a method and/or for recording and accounting for revenues, expenditures, payroll management and reporting, inventory control, and general business management plan.
 - Unacceptable – Submission of a poor or no plan.
- F. Club House Operations. Management shall submit an operation plan for the snack bar and beverage service during regular season golf operational periods.
- Highly Advantageous – Submission of an operation plan that details staffing, hours and services to provide consist operations of the snack bar and beverage service throughout the regular season.
 - Advantageous – Submission of an operation plan that addresses staffing, hours and services to provide consist operations of the snack bar and beverage service throughout the regular season.
 - Unacceptable – No submission of an operation plan that details staffing, hours and services to provide consist operations of the snack bar and beverage service throughout the regular season.
18. Evaluation of Proposals and Award. The contract will be offered to the most qualified, responsible, and eligible proposer with the most comprehensive proposal submission as

determined by the City of Hibbing selection committee and Hibbing City Council. As used herein, the term “qualified, responsible and eligible proposer” shall be defined as a proposer who has demonstrated the skill, ability, and integrity necessary to faithful performance. Proposers may be investigated by the City of Hibbing or its designated representative to determine if they are qualified to perform the Management Contract. The investigation will seek to determine whether the proposer possesses comparable previous experience and whether the proposer is good financial standing. The City of Hibbing or its designated representative may perform site visits to proposers’ managed businesses (existing or previous) to help determine the most qualified, responsible and eligible proposer. In evaluating proposals, the City of Hibbing will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City of Hibbing reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the selection committee that the proposer is properly qualified to carry out the obligations of the contract.



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

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

Offer Resolution No. 24-10-05 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN HIBBING, MINNESOTA

Description of Agenda Item

Offer Resolution No. 24-10-05 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN HIBBING, MINNESOTA

Strategic Initiative

Owner of Agenda Item

Andy Borland, City Attorney, andyb@sellmanborlandsimon.com

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Offer Resolution No. 24-10-05 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE CITY OF HIBBING PURCHASING REAL PROPERTY IN HIBBING, MINNESOTA

Attachments

1. Res-24-10-XX-waive-planning-comm-review

At the Council meeting held Wednesday, October 16, 2024, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor _____ offered the following Resolution and moved its adoption:

RESOLUTION No. 24-10-_____

RESOLUTION WAIVING THE PLANNING COMMISSION'S REVIEW OF
THE CITY OF HIBBING PURCHASING REAL PROPERTY
IN HIBBING, MINNESOTA

WHEREAS, The City of Hibbing is seeking to purchase land in Hibbing, St. Louis County, Minnesota 55746, legally described as follows, to-wit:

Parcel Code 140-0290-00619
That part of the South 360 feet of the NE 1/4 of
the SE 1/4 of Section 24, Township 57 North,
Range 21 West, St. Louis County, Minnesota, lying
westerly of the westerly right-of-way line of the
Duluth, Missabe & Iron Range Railway Company;

and,

WHEREAS, The City of Hibbing has adopted a Comprehensive Plan as contemplated by Minnesota Statutes Section 462.356; and,

WHEREAS, Said statute provides that all acquisitions and conveyances of real property by the municipality shall be reviewed by the Planning Commission of the entity; and,

WHEREAS, Said statute further contemplates that referring the matter to the Planning Commission to determine if said purchase/conveyance is in compliance with the Comprehensive Plan may be waived if the governing body (City Council) by a two-thirds vote dispenses with the referral to the Planning Commission.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hibbing that the City of Hibbing hereby waives referral to the Hibbing Planning Commission for its review of the acquisition of real property in the City of Hibbing, by the City for a determination regarding whether the acquisition is in compliance with the City of Hibbing's Comprehensive Plan.

City of Hibbing
Resolution 24-10-_____
October 16, 2024

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:

ABSTAINING:

ABSENT:

Adopted and passed this 16th day of October, 2024.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held Wednesday, October 16, 2024.

(City seal)

Candie Seppala
Senior Executive Assistant

City of Hibbing
Resolution 24-10-_____
October 16, 2024



Request for Council Action

City Council Action

Approve the proposal for the long-term financial plan from Abdo in the amount of \$23,000

Description of Agenda Item

Approve the proposal for the long-term financial plan from Abdo in the amount of \$23,000

Strategic Initiative

Owner of Agenda Item

Sheena Mulner, Finance Director - Treasurer, 218-312-1602, sheenamulner@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Finance Professional Services Budget - 300 - \$23,000

Action Requested

Approve the proposal for the long-term financial plan from Abdo in the amount of \$23,000

Attachments

1. Request for City Council Action - Long-term Financial Plan
2. Long-Term Plan Proposal



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Long-term Financial Plan Proposal

Main Agenda _X_

Consent Agenda _____

Description of Agenda Item: Approve the long-term financial plan proposal from Abdo in the amount of \$23,000

Strategic Initiative: Create an all-inclusive working document & tool to help make financial decisions

Owner of Agenda Item/Department/email address/Phone: Sheena
Mulner/Finance/sheenamulner@hibbingmn.gov/218-312-1602

Greg Pruszinske gregpruszinske@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal: The City of Hibbing doesn't have a long-range financial management plan. This plan would be an all-inclusive document of the City of Hibbing's financial position and methods for financing upcoming projects and needs. The Plan includes all funds of the City and all funding sources. The Capital Improvement Plan (CIP) would also get rolled into the document. We will receive a financial management planning tool that will allow us to make changes as factors change and see how they will impact the City.

Board/Commission/Committee Actions(s): None

Budgetary/Fiscal Impact: Finance Professional Services budget - 300

Action Requested: Approve the proposal



Proposed by

Bonnie Schwieger, CPA

Partner | Abdo

bonnie.schwieger@abdosolutions.com

P 952.715.3065

October 08, 2024

SERVICE PROPOSAL FOR

City of Hibbing

401 East 21st Street, Hibbing, Minnesota 55746

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Sheena Mulner, Finance Director/Treasurer
City of Hibbing
401 East 21st Street
Hibbing, Minnesota 55746

Dear Sheena,

Thank you for the opportunity to submit this proposal to the City of Hibbing (the City) for partnering with the City on a long-term financial plan to address the City's need for resources to fund upcoming capital improvement projects.

Based on our experience with the type of work outlined in the proposal, we are confident our experience and expertise will allow us to exceed your expectations. In this proposal, Abdo will demonstrate to you that we are the best choice for the City as a partner to refine the capital improvement plan. Because we understand your goals, we will also:

- Prepare projections for the years ending December 31, 2024, through 2033 including:
 - Cash flow projections for all capital funds and major capital projects
 - Evaluation of debt services fund inflows and outflows
 - Projecting tax levy and rate changes, based on your assumptions for growth and development
 - Project expected transfers from the general fund to the capital reserves, including necessary funding for department equipment purchases and future projects.
 - Review necessary OPEB cash reserves
- Evaluate funding sources and other assumptions provided by Management

LONG-TERM PLAN PROJECTION

The City has requested a proposal for preparing the projection (long range financial plan) which comprises the projected cash balances of City funds for the periods ending December 31, 2024, through 2033, including the related summaries of significant assumptions and accounting policies. A projection presents, to the best of management's knowledge and belief, the City's expected cash balances for the projection period assuming managements expected borrowing, capital purchases, expenditure change, and revenue change assumptions. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects would be taken during the projection period assuming the aforementioned assumptions. The projection is designed to provide management and Council a tool for future planning and might not be useful for other purposes.



The Firm is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo FS for your consideration. We will contact you within two weeks to discuss your interest in our services and provide any further information you may need.

Abdo Financial Solutions

A handwritten signature in black ink that reads "Bonnie Schwieger". The signature is written in a cursive, flowing style.

Bonnie Schwieger, CPA

Partner | Abdo

The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below.



BONNIE SCHWIEGER, CPA

Partner
bonnie.schwieger@abdosolutions.com
P 952.715.3065



ALEX TRIPPEL, CPA

Senior Associate
alex.trippel@abdosolutions.com
P 952.393.3216





Government Experience

You can have confidence in our 60 years of quality auditing services and partnership in the government space. Since 1963, we've served entities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, including services for over 100 cities and various municipalities. By serving local municipalities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you an audit experience that's painless. We do this by communicating up front, coming better prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for local governments. In addition to our audit experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a finance director role. We don't believe in a one-size-fits-all mentality, so together we'll focus on the needs that are relevant to your and provide the right services to meet them with a tailored approach.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving local governments. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with our team to forge a brighter path forward for your city.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- We speak and train on government accounting and auditing topics
- Audit services for 100+ cities
- Our clients represent top tier governments with 20 municipal clients receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting
- Audit services for 20+ EDA's and HRA's
- Audit services for 35+ other governmental entities
- Audit or attestation services for 80 Fire Relief Association's



114

CITY & COUNTY CLIENTS
ACROSS MINNESOTA

5

Long-term Planning Approach

PROJECT APPROACH

The following information outlines the approach we will take for the project.

INITIAL ASSESSMENT

The first step to this project is to review and analyze data provided by the City. After this review, Abdo FS will meet with the city team to discuss overall anticipated project expectations, outcomes and timelines.

LONG-TERM PLAN

The objective of our consulting engagement is to prepare a projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our consulting engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the consulting engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

Our consulting engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.



[SEE AN SAMPLE REPORT](#)



CITY EXPECTATIONS

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the projection in accordance with guidelines for the presentation of a projection established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your projection in accordance with SSAR

- The selection of accounting principles to be applied in the preparation of the projection.
- The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the projection that is free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- To ensure that the City complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the projection. Devote uninterrupted time to working with us as needed.
- Make candid representations about your plans and expectations.
- Make all management decisions and perform all management functions.
- Provide an individual responsible to review and accept our work.
- To provide us with:
 - Documentation and other related information that is relevant to the preparation and presentation of the projection,
 - Additional information that may be requested for the purpose of the preparation of the projection, and
 - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The projection will not be accompanied by a report. However, you agree that the projection will clearly indicate that no assurance is provided on it.

UNANTICIPATED SERVICES

While the fixed price entitles the City to unlimited consultation with us, if your question or issue requires additional research and analysis beyond the consultation, the work will be subject to an additional price, payment terms, and scope to be agreed upon before the service is performed and a change order will be issued to document this understanding.

Furthermore, the parties agree that if an unanticipated need arises (training to different groups, researching a new issue, etc.) we hereby agree to perform this additional work at a mutually agreed upon price. This service will be priced separately to the City, using a change order.

PRICE GUARANTEE

If you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for that service.

QUALITY ASSURANCE

Quality is critical the success and integrity of this project. Our internal processes ensure that all work is reviewed and approved prior to moving to the next phase of a project. Our processes require that work is reviewed by a staff member at a higher level than the person that completed it and ultimately the work is signed off on by the Abdo FS President.

CONCLUSION

Throughout this process we will be in constant communication with the city team to ensure their needs are being met. By utilizing our operational experience as well as our knowledge of governmental accounting, our 50 plus years of experience providing services to Minnesota municipalities and our knowledge of regulations in the State of Minnesota we will provide the City information and recommendations for financial processes. We are excited about this opportunity and the benefits the City will recognize as this long-term plan is finalized.

Long-term Plan	\$23,000
Total	\$23,000

Payment Schedule:

<i>Contract Execution</i>	\$11,500
<i>Project Completion</i>	\$11,500

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.

This quote is valid for thirty (30) days.

Abdo FS will begin preparing the long-term plan for the City within six weeks of execution of the agreement. Completion of the long-term plan is expected to be within sixty (60) days from inception of the project however; this is dependent on the time frame in which the City provides information to Abdo FS for the long-term plan development.

The stated fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting and consulting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote financial accounting and consulting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the planning/fieldwork phase to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*



An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

of our employees
are female



51%

of our
management level
employees are
female



23%

of our interns this
year were people
of color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO **ACT!ON** FOR
DIVERSITY & INCLUSION

YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

License & Independence

LICENSED TO PRACTICE

Abdo and its entire CPA staff hold licenses to practice in a variety of states across the country. All licenses are in good standing and each staff member maintains an annual cycle of continued professional education as required by CPA licensure. Our CPAs are all members in good standing with the Society of CPAs in the state in which they live and work. They are also members of the American Institute of Certified Public Accountants (AICPA) which helps our team stay up to date on regulations and industry standards. This commitment to continual improvement mirrors our Firm's core value of growth and development and ensures that the work we are proposing here is held to the highest standards in the industry.

INDEPENDENCE

Our standards require that we be without bias with respect to your operations. Abdo (the Firm) is independent of City of Hibbing as defined by auditing standards generally accepted in the United States of America.

The Firm is a member of the American Institute of Certified Public Accountants Division of Firms and has received an unmodified opinion on its Peer Review, a copy of which can be provided upon request. Our Peer Review was completed in 2023 and resulted in a pass rating.

The Firm has not had any federal or state desk reviews or field reviews of its audits in the last three years. We have had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

We maintain library facilities which include current professional literature and specific information for the industries that we serve. The firm library is also reviewed as part of the external quality review program.



A decorative orange line starts at the top left, goes down, and then turns right to extend horizontally.

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on October 08, 2024 by and between the City of Hibbing, Minnesota (hereinafter referred to as the "Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2033 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Finance Director/Treasurer. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.



Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Hibbing

401 East 21st Street
Hibbing, Minnesota 55746



SIGNATURE
Sheena Mulner

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250
Edina, Minnesota 55436

A handwritten signature in black ink that reads "Bonnie Schwieger".

Bonnie Schwieger, CPA

Partner | Abdo
October 08, 2024



Request for Council Action

City Council Action

Approve the purchase of a conference table and 20 mid-back chairs to Innovative Office Solutions in the amount of \$18,047.43 (50% deposit required to order)

Description of Agenda Item

Approve the purchase of a conference table and 20 mid-back chairs to Innovative Office Solutions in the amount of \$18,047.43 (50% deposit required to order)

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

Action Requested

Approve the purchase of a conference table and 20 mid-back chairs to Innovative Office Solutions in the amount of \$18,047.43 (50% deposit required to order)

Attachments

1. DOC101024



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Tiffany Daigle (Nelson)
218-231-0016
tiffany.daigle@innovativeos.com

PROPOSAL

DATE 10/01/2024
CUSTOMER NAME CITY OF HIBBING
CUSTOMER NUMBER NB17248
CUSTOMER PO
ORDER NAME Hibbing City Hall conference room-HON
ORDER NUMBER 231924
PROJECT NUMBER
TERMS NET30

BILL TO

CITY OF HIBBING
401 E 21ST ST
HIBBING, MN 55746-1854

ATTN: Carol Waselk
Phone: 218-312-1565
Email: carolwaselk@hibbingmn.gov

SHIP TO

CITY OF HIBBING - ADMINISTRATION
401 EAST 21ST STREET
HIBBING, MN 55746

ATTN: Nick Arola
Phone: 218.312.1617
Email: nickarola@hibbingmn.gov

HON NASPO NOW APPLIED
GLOBAL U OF MN U42.2023.JST APPLIED

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	24"d x 60"w x 28.5"h, Rectangular Table w/ Flip Top, 2 Spider Legs w/ Locking Casters and Bungee Cords, Each Table can be "Bungee-Tied" to other Tables of the Same Depth, BUNGEE TABLES -:(STD) Thermally Fused Laminate, High Performance (1" Thick) -BNGE:Bungee Laminate Finish WHE:1-Walnut Heights WHE BB:F-1" Top, Split Color Edge, Black - Round Corners -BNLF:Bungee Leg Finish TBC:M-Black w/Casters BLK -:Grommet/Electrical/Villa Not Required - Left Position -:Grommet/Electrical/Villa Not Required - Center Position -:Grommet/Electrical/Villa Not Required - Right Position -:Grommet/Electrical/Villa Not Required - Custom Grommet Location -NGSA:Non-GSA (Commercial Furniture Offering) Tag: Tag TG: BX2460RES	4.00 Each	838.24	3,352.96
2	24"d x 60"w x 28.5"h, Trapezoid Table w/ Flip Top, 2 Spider Legs w/ Locking Casters and Bungee Cords, Each Table can be "Bungee-Tied" to other Tables of Same Depth, BUNGEE TABLES -:(STD) Thermally Fused Laminate, High Performance (1" Thick) -BNGE:Bungee Laminate Finish WHE:1-Walnut Heights WHE BB:F-1" Top, Split Color Edge, Black - Round Corners -BNLF:Bungee Leg Finish TBC:M-Black w/Casters BLK -:Grommet/Electrical/Villa Not Required - Center Position -:Grommet/Electrical/Villa Not Required - Custom Grommet Location -NGSA:Non-GSA (Commercial Furniture Offering) Tag: Tag TG: BX2460TRS	6.00 Each	757.64	4,545.84
3	Ignition 2 Task Mid-back, ilira back .Y1:Synchro-Tilt W Seat Slider .F:Fixed .H:Hard Caster .IM:4-Way Black \$(2):Grade 2 Uph	20.00 Each	417.78	8,355.60



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON Tiffany Daigle (Nelson)
218-231-0016
tiffany.daigle@innovativeos.com

PROPOSAL

DATE 10/01/2024
CUSTOMER NAME CITY OF HIBBING
CUSTOMER NUMBER NB17248
CUSTOMER PO
ORDER NAME Hibbing City Hall conference room-HON
ORDER NUMBER 231924
PROJECT NUMBER
TERMS NET30

	.SPNN:Spin Seating			
	03:Cavern			
	.NL:No Lumbar			
	.SB:Standard Base			
	.T:Black			
4	DESIGN	4.00 Each	84.62	338.48
5	DELIVERY & INSTALL	1.00 Each	1,454.55	1,454.55
Remit to address for deposits: Innovative office Solutions LLC Lockbox #131434 PO Box 1414 Minneapolis, MN 55480-1414				SUBTOTAL \$18,047.43
				TOTAL \$18,047.43
Proposal Valid For 14 Days				REQUIRED DEPOSIT 50.00% \$9,023.72

Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

Signature: _____ Name: _____ Title: _____ Date: _____



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Tiffany Daigle (Nelson)
218-231-0016
tiffany.daigle@innovativeos.com

PROPOSAL

DATE	10/01/2024
CUSTOMER NAME	CITY OF HIBBING
CUSTOMER NUMBER	NB17248
CUSTOMER PO	
ORDER NAME	Hibbing City Hall conference room-HON
ORDER NUMBER	231924
PROJECT NUMBER	
TERMS	NET30

THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions in 2022 & 2023, freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of \$10,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000.

PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

CHANGES

Once we receive the sign off on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

PROJECT DELAYS AND STORAGE

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location.

DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the chances of damage to any of the items.

We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours to ensure that appropriate claims can be



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Tiffany Daigle (Nelson)
218-231-0016
tiffany.daigle@innovativeos.com

PROPOSAL

DATE	10/01/2024
CUSTOMER NAME	CITY OF HIBBING
CUSTOMER NUMBER	NB17248
CUSTOMER PO	
ORDER NAME	Hibbing City Hall conference room-HON
ORDER NUMBER	231924
PROJECT NUMBER	
TERMS	NET30

filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place.

We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.

CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

ARBITRATION

We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a "relationships matter" belief system, and every project matters to us. We are thankful for the opportunity to partner together, and we look forward to serving you!

Authorized Signature

10/10/24

Date



Request for Council Action

City Council Action

Approve the purchase of (16) megafi mobile kits and (15) iPhones from First Net in the amount of \$22,533.85

Description of Agenda Item

Approve the purchase of (16) megafi mobile kits and (15) iPhones from First Net in the amount of \$22,533.85

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the purchase of (16) megafi mobile kits and (15) iPhones from First Net in the amount of \$22,533.85

Attachments

1. IMG_20241007_0001



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Squad Computers

Strategic Initiative:

IT Compliance

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

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Approve the purchase of (20) Getac computers w/Havis docking stations from Insight in the amount of \$54,240. Other bids received were from Baycom and Dell which were higher.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Police State Aid

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

Council Approval



INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11353437

CITY OF HIBBING
401 EAST 21ST STREET
HIBBING MN 55746

SHIP-TO

CITY OF HIBBING
401 EAST 21ST STREET
HIBBING MN 55746

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0227765448](#)
Document Date : 13-SEP-2024
PO Number :
PO Release :
Sales Rep : Shawn Wood
Email : SHAWN.WOOD@INSIGHT.COM
Phone : 6515236161
Sales Rep 2 : Michael Mueller
Email : MIKE.MUELLER@INSIGHT.COM
Phone : +16308686707

Material	Material Description	Quantity	Unit Price	Extended Price
ST276AQ2SDXX	S410G5: I5-1340P, WINHELLO CAM, WIN11+16GB, 256GB PCIE SSD(MAIN), SR FHD LCD+TS US KBD/GUSA LAYOUT+US POWER CORD, KBD, WIFI+BT, TB4, 3 YEAR LIMITED WARRANTY OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1973.99 Discount: 6.281%	20	1,850.00	37,000.00
OHHGTC617	Havis Vehicle Dock - without pass-through - docking station OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1062.99 Discount: 18.908%	20	862.00	17,240.00
Product Subtotal				54,240.00
TAX				0.00
Total				54,240.00



A Lifeline in the
Moments that Matter

SAM COLUCCI
9494 HEMLOCK LANE NORTH
MAPLE GROVE, MN 55369
PHONE: 920-544-4311
FAX: 920-468-8615
scolucci@baycominc.com

CITY OF HIBBING
JUSTIN WHIRLEY
1810 12TH AVE. E
HIBBING, MN 55746
9/18/2024
218-259-6310
jwhirley@fusiontech.org

QUOTE SC20240918F

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
Minnesota State Contract Number 179907			
20	Panasonic Toughbook FZ-55 Windows 11 Pro, Intel Core i5-1345U (up to 4.7GHz) vPro Processor 14" FHD Gloved Multi Touch Display 16GB SDRAM, 512GB Opal Solid State Drive USB-C Thunderbolt 4, USB-A (2), HDMI, MicroSDXC Wi-Fi 6E, Bluetooth 5.3, Ethernet NIC 10/100/1000 Tetra Array Microphone, 92db Speakers, Audio In/Out 3.5mm Infrared Webcam with Privacy Cover Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$2,378.00	\$47,560.00
OPTIONS:			
Extend Preferred (Parts & Labor only) Warranty to 4 Years: \$198.00 each			
Extend Preferred (Parts & Labor only) Warranty to 5 Years: \$321.00 each			
Upgrade Warranty to 3 Year Protection Plus (No Fault): \$269.00 each			
Upgrade Warranty to 4 Year Protection Plus (No Fault): \$469.00 each			
Upgrade Warranty to 5 Year Protection Plus (No Fault): \$719.00 each			
Add 4G LTE with Satellite GPS: \$279.00 each			
Add 4G LTE with Satellite GPS and Dedicated GPS: \$469.00 each			
Add 16GB Additional Memory: \$359.00 each			
Desktop Docking Station with Single HDMI Port: \$297.00 each			
Desktop Docking Station with Two HDMI Ports: \$397.00 each			
20	Havis Vehicle Docking Station: \$606.00 each	\$606.00	\$12,120.00
20	Vehicle Power Supply: \$153.00 each	\$153.00	\$3,060.00
xPaks (Expansion Modules) Quoted Upon Request			

Payment With Order: Net 30 Days

Quotation Good for 90 Days

We impose a surcharge of 2% on credit card purchases over

\$1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions
(<http://terms.baycominc.com>)

EQUIPMENT COST:	\$62,740.00
SHIPPING:	Included
TAX:	Exempt
TOTAL:	\$62,740.00

Approved By: _____ / _____ DATE
AUTHORIZED CUSTOMER SIGNATURE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

www.baycominc.com

920.468.5426

800.728.5426



MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

TRBO connection
by MOTOROLA

BAYCOM WIRELESS
1982 • 1993 • 1994

TOUGHBOOK

VESTA 9-1-1

SQUAD

Arbitrator 100

3M

From: Justin Whirley <jwhirley@fusiontech.org>
Date: Friday, September 6, 2024 at 10:12 AM
To: State of Minnesota <StofMinnesota@insight.com>, Seth Markgraf
 <Seth.Markgraf@insight.com>
Cc: State of Minnesota <StofMinnesota@insight.com>
Subject: Re: Build-Out for Hibbing Police Department

External Message - Please be cautious when opening links or attachments in email

Hey Lauren,

So in July I'd reached out for a quote with one of the same Dell units on it:

RRWVJ	Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM - 256 GB SSD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1877.99 Discount: 4.886%	1	1,786.24	1,786.24
-----------------------	--	---	----------	----------

The current quote is:

3000180987114	CITY OF HIBBING - DELL LATITUDE 5430 RUGGED INTEL CORE PROCESSOR I5-1145G7, (QC, 2.6 TO 4.0 GHZ, 28W, VPRO) OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3191.99 Discount: 12.606%	20	2,789.61	55,792.20
-------------------------------	--	----	----------	-----------

What's up with the price difference? We're talking about \$1000 per unit, for the same unit.



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Squad Computers

Strategic Initiative:

IT Compliance

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

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Approve the purchase of (16) megafi mobile kits and (15) I phones from First Net in the amount of \$22,533.85

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Police State Aid

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

Council Approval

Proposal For:
FirstNet



Presented to:
City of Hibbing Police Department

Pricing-At-A-Glance	
Monthly Recurring Charges - Mobility	\$ 1,159.69
One Time Device Cost	\$ 22,533.85
Credits	\$ -
Estimated Fees	\$ 115.97
Total Monthly Recurring Charges	\$ 1,275.66

Pricing Summary – Mobility			
Description	Quantity	Cost	Monthly Total
FirstNet Unlimited Data-Only Plan	16	\$ 34.99	\$ 559.84
FirstNet Unlimited Talk/Text/Data Smartphone Plan (+\$5 for Unlimited Hotspot Access)	15	\$ 39.99	\$ 599.85
			\$ -
Totals			\$ 1,159.69

Pricing Summary – Devices			
Description	Quantity	Cost	One Time Charge
Nextivity MegaFi (Mobile Kit) – includes DC Power & Roof-Mount Antenna	16	\$ 1,399.00	\$ 22,384.00
Apple iPhone 14 128GB (or iPhone 13 128GB for Free)	15	\$ 9.99	\$ 149.85
			\$ -
Totals			\$ 22,533.85

Solution Trials & Credits			
Description	Quantity	Credit	Total
			\$ -
			\$ -
Totals			\$ -

Joe Nyquist
Client Solutions Executive
218.576.6335
joe.nyquist@att.com

The information and pricing contained in this proposal is valid until 9/20/2024



Request for Council Action

City Council Action

Approve the purchase of (20) Getac Computers with Havis docking stations from Insight in the amount of \$54,240.

Description of Agenda Item

Approve the purchase of (20) Getac Computers with Havis docking stations from Insight in the amount of \$54,240.

Strategic Initiative

IT Compliance

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Approve the purchase of (20) Getac Computers with Havis docking stations from Insight in the amount of \$54,240. We received higher bids from Baycom and Dell.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

\$54,240

Action Requested

Approve the purchase of (20) Getac Computers with Havis docking stations from Insight in the amount of \$54,240.

Attachments

1. IMG_20241007_0001



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Squad Computers

Strategic Initiative:

IT Compliance

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

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Approve the purchase of (20) Getac computers w/Havis docking stations from Insight in the amount of \$54,240. Other bids received were from Baycom and Dell which were higher.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Police State Aid

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

Council Approval



INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11353437

CITY OF HIBBING
401 EAST 21ST STREET
HIBBING MN 55746

SHIP-TO

CITY OF HIBBING
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We deliver according to the following terms:

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Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0227765448](#)
Document Date : 13-SEP-2024
PO Number :
PO Release :
Sales Rep : Shawn Wood
Email : SHAWN.WOOD@INSIGHT.COM
Phone : 6515236161
Sales Rep 2 : Michael Mueller
Email : MIKE.MUELLER@INSIGHT.COM
Phone : +16308686707

Material	Material Description	Quantity	Unit Price	Extended Price
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OHHGTC617	Havis Vehicle Dock - without pass-through - docking station OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1062.99 Discount: 18.908%	20	862.00	17,240.00
Product Subtotal				54,240.00
TAX				0.00
Total				54,240.00



A Lifeline in the
Moments that Matter

SAM COLUCCI
9494 HEMLOCK LANE NORTH
MAPLE GROVE, MN 55369
PHONE: 920-544-4311
FAX: 920-468-8615
scolucci@baycominc.com

CITY OF HIBBING
JUSTIN WHIRLEY
1810 12TH AVE. E
HIBBING, MN 55746
9/18/2024
218-259-6310
jwhirley@fusiontech.org

QUOTE SC20240918F

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
Minnesota State Contract Number 179907			
20	Panasonic Toughbook FZ-55 Windows 11 Pro, Intel Core i5-1345U (up to 4.7GHz) vPro Processor 14" FHD Gloved Multi Touch Display 16GB SDRAM, 512GB Opal Solid State Drive USB-C Thunderbolt 4, USB-A (2), HDMI, MicroSDXC Wi-Fi 6E, Bluetooth 5.3, Ethernet NIC 10/100/1000 Tetra Array Microphone, 92db Speakers, Audio In/Out 3.5mm Infrared Webcam with Privacy Cover Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$2,378.00	\$47,560.00
OPTIONS:			
Extend Preferred (Parts & Labor only) Warranty to 4 Years: \$198.00 each			
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xPaks (Expansion Modules) Quoted Upon Request			

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Quotation Good for 90 Days

We impose a surcharge of 2% on credit card purchases over

\$1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions
(<http://terms.baycominc.com>)

EQUIPMENT COST:	\$62,740.00
SHIPPING:	Included
TAX:	Exempt
TOTAL:	\$62,740.00

Approved By: _____ / _____ DATE
AUTHORIZED CUSTOMER SIGNATURE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

www.baycominc.com

920.468.5426

800.728.5426



From: Justin Whirley <jwhirley@fusiontech.org>
Date: Friday, September 6, 2024 at 10:12 AM
To: State of Minnesota <StofMinnesota@insight.com>, Seth Markgraf
 <Seth.Markgraf@insight.com>
Cc: State of Minnesota <StofMinnesota@insight.com>
Subject: Re: Build-Out for Hibbing Police Department

External Message - Please be cautious when opening links or attachments in email

Hey Lauren,

So in July I'd reached out for a quote with one of the same Dell units on it:

RRWVJ	Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM - 256 GB SSD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1877.99 Discount: 4.886%	1	1,786.24	1,786.24
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-------------------------------	--	----	----------	-----------

What's up with the price difference? We're talking about \$1000 per unit, for the same unit.



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments:

Main Agenda ☒

Consent Agenda ☐

Description of Agenda Item:

Squad Computers

Strategic Initiative:

IT Compliance

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

Chief Estey
stevenestey@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Approve the purchase of (16) megafi mobile kits and (15) I phones from First Net in the amount of \$22,533.85

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact:

Police State Aid

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

Council Approval

Proposal For:
FirstNet



Presented to:
City of Hibbing Police Department

Pricing-At-A-Glance	
Monthly Recurring Charges - Mobility	\$ 1,159.69
One Time Device Cost	\$ 22,533.85
Credits	\$ -
Estimated Fees	\$ 115.97
Total Monthly Recurring Charges	\$ 1,275.66

Pricing Summary – Mobility			
Description	Quantity	Cost	Monthly Total
FirstNet Unlimited Data-Only Plan	16	\$ 34.99	\$ 559.84
FirstNet Unlimited Talk/Text/Data Smartphone Plan (+\$5 for Unlimited Hotspot Access)	15	\$ 39.99	\$ 599.85
			\$ -
Totals			\$ 1,159.69

Pricing Summary – Devices			
Description	Quantity	Cost	One Time Charge
Nextivity MegaFi (Mobile Kit) – includes DC Power & Roof-Mount Antenna	16	\$ 1,399.00	\$ 22,384.00
Apple iPhone 14 128GB (or iPhone 13 128GB for Free)	15	\$ 9.99	\$ 149.85
			\$ -
Totals			\$ 22,533.85

Solution Trials & Credits			
Description	Quantity	Credit	Total
			\$ -
			\$ -
Totals			\$ -

Joe Nyquist
Client Solutions Executive
218.576.6335
joe.nyquist@att.com

The information and pricing contained in this proposal is valid until 9/20/2024



Request for Council Action

City Council Action

Approve the purchase of a 480 V Flyght Concertor pump for the 1st Avenue Lift Station to Electric Pump in the amount of \$20,014.00

Description of Agenda Item

Approve the purchase of a 480 V Flyght Concertor pump for the 1st Avenue Lift Station to Electric Pump in the amount of \$20,014.00

Strategic Initiative

Owner of Agenda Item

Jim Watkins, Foreman, 218.969.0353, jimwatkins@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the purchase of a 480 V Flyght Concertor pump for the 1st Avenue Lift Station to Electric Pump in the amount of \$20,014.00

Attachments

1. Request for City Council Action. Broom
2. 480 pump



Request for City Council Action

City Council Action

Approved

☐

Main Agenda __x__

Denied

☐

Consent Agenda _____

Amended

Tabled

Description of Agenda Items

Request for approval to purchase pump from Electric Pump.

Strategic Initiative:

To have on hand a spare pump for multiply lift stations.

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

James Watkins-Public works/Sanitation Foreman-jimwatkins@hibbing.gov-(218-969-0353)

Introduction/Background/Justification/Key Issues/Legal

We currently have spare pumps incase of failure for all but 2 of our lift stations. This purchase would ensure in a failure situation that we will be able to rectify a pump lose in a timely matter.

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact:

Funds for said purchase could be acquired from savings of this years lining projects (2024)

Action Requested:

Approval from council to purchase Item(s) Quote attached.



QUOTATION		
DATE	NUMBER	PAGE
10/10/2024	0011710	1 of 1

COH111
CITY OF HIBBING PUBLIC WORKS
WASTEWATER COLLECTIONS
401 21ST ST E
HIBBING, MN 55746-5510

S
H
I
P
T
O
CITY OF HIBBING PUBLIC WORKS
WASTEWATER COLLECTIONS
401 21ST ST E
HIBBING, MN 55746-5510
US

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
JIM WATKINS

218-969-0871

JWATKINS@CI.HIBBING.MN.US

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#			JOB TITLE	SLP	SHIPPING TYPE	
101024TDR0821			1ST AVE LS, SPARE CONCERTOR	ATT/TR	BEST WAY	
QTY	UM	PART	DESCRIPTION	UNIT PRICE		EXTENDED

RE: SPARE 480V FLYGT CONCERTOR FOR THE 1ST AVE LS

1.00	EA	60200910007	FLYGT,PUMP,NON-CLOG NX-4 MT/HC 10/380-480/3/CH FM+65FT WC FLS	\$20,014.00	\$20,014.00
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LEAD TIME IS CURRENTLY (11-13)WEEKS ARO-SUBJECT TO FACTORY CHANGE

FREIGHT AND INSTALLATION ARE NOT INCLUDED IN THIS QUOTE

THANK YOU, TIM RUTLEDGE
trutledge@electricpump.com

CC: ADAM THORESON / C:(612)803-2154

*Quote is valid for 30 days. *Credit Card Payments over \$5,000.00 are subject to an additional 3% convenience charge. *All return goods must have written approval from Electric Pump before returning. Credit will not be issued without written approval; if applicable, there will be a Restock Fee.	SUB TOTAL: \$20,014.00 TAX: TOTAL: \$20,014.00
--	---



Request for Council Action

City Council Action

Approve the purchase and have installed communications for Mesabi Pines Lift Station from Electric Pump in the amount of \$20,803.94

Description of Agenda Item

Approve the purchase and have installed communications for Mesabi Pines Lift Station from Electric Pump in the amount of \$20,803.94

Strategic Initiative

Owner of Agenda Item

Jim Watkins, Foreman, 218.969.0353, jimwatkins@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the purchase and have installed communications for Mesabi Pines Lift Station from Electric Pump in the amount of \$20,803.94

Attachments

1. Request for City Council Action. Broom
2. QUOTE#11283 - Hibbing, MN - Mesabi Pine Multismart



Request for City Council Action

City Council Action

Approved

☐

Main Agenda __x__

Denied

☐

Consent Agenda _____

Amended

Tabled

Description of Agenda Items

Request for approval to purchase and have installed communications for Mesabi Pines lift station from Electric Pump.

Strategic Initiative:

To have web based communications at this location

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

[James Watkins-Public works/Sanitation Foreman-jimwatkins@hibbing.gov](mailto:James.Watkins@hibbing.gov)-(218-969-0353)

Introduction/Background/Justification/Key Issues/Legal

All Stations that we have rehabbed since 2017 have had this web based control program, the partial rehab on Mesabi Pines did not include the program/hardware.

Board/Commission/Committee Actions(s):

none

Budgetary/Fiscal Impact:

Funds for said purchase could be acquired from savings of this years lining projects (2024)

Action Requested:

Approval from council to purchase Item(s) Quote attached.



QUOTATION		
DATE	NUMBER	PAGE
9/4/2024	0011283	1 of 2

COH111
CITY OF HIBBING PUBLIC WORKS
WASTEWATER COLLECTIONS
401 21ST ST E
HIBBING, MN 55746-5510

CITY OF HIBBING PUBLIC WORKS
WASTEWATER COLLECTIONS
401 21ST ST E
TAG: MESABI PINE MULTISMART
HIBBING, MN 55746-5510

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
JIM WATKINS 218-969-0871 JWATKINS@CI.HIBBING.MN.US

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE		SLP	SHIPPING TYPE
MULTISMART		HIBBING, MN, MULTISMART		ATT/JDG	OURTRK
QTY	UM	PART	DESCRIPTION		
1.00	EA	8400000800158	FLYGT,MULTISMART		
			MSM 3PC2PLUS3 PUMP STD PLUS SOFT		
1.00	EA	1400000603005	FLYGT,MODULE		
			I/O ANALOG 8CHMODBUS TCP ETHERNET DGT		
			OUTPUT		
1.00	EA	1400000603008	FLYGT,SUPPLY BATTERY		
			POWER 155W 24VTRICKLE CHARGE DIN RAIL KIT		
1.00	EA	1400000603016	FLYGT,TRANSFORMER		
			CURRENT 50:5AMP+SQUARE FOOT MOUNT		
1.00	EA	1400000500171	FLYGT,MODEM		
			CLOUD CLOUDGATE 4G+ VERIZ/ATT HIGH GAIN		
			DOME		
1.00	EA	1400000699765S	FLYGT,FLYGT CLOUD AGREEMENT		
			SILVERPPD ONE YEAR AGREEMENT(NO TAX)		
1.00	EA	1400000603026	FLYGT,BATTERY		
			PM 12120 12V 12AMP		
1.00	EA	837820	FLYGT,ISB		
			10-CHANNEL		
1.00	EA	549014-2803	APG,TRANSDUCER		
			APG PT-500C-5-PSIG-L1-P39-100		
			PT-500C-5-PSI-G-L1-E0-P39-100-N0-B84-AC1APG		
			PT-500 SUBMERSIBLE TRANSMITTER 0-5 PSI GAGE		
			4/20 MA 1/2 IN NPT MALE FOR CONDUIT FOR CABLE		
			1 1/2 IN SANITARY WITH CAGE 100FT PVC VENTED		
			22 AWG BLACK +/- 0.25% BFSL LABEL: ELECTRIC		
			PUMP INCLUDED: DESICCANT CARTRIDGE CLASS I		
			DIV 1 GROUPS C D/CLASS I ZONE 0 GROUP IIB EX IA		
			IIB T4		
1.00	EA	ISS-102ACI-MC	LITTLE FUSE 2 CHL SAFE SWITCH		
1.00	EA	MISCELLANEOUS	WIRE/HARDWARE		
1.00		TRAVEL	TRIP CHARGE		
1.00		MILEAGE	SERVICE TECH MILEAGE		
1.00		EL	ELECTRICAL LABOR		



QUOTATION		
DATE	NUMBER	PAGE
9/4/2024	0011283	2 of 2

QTY	UM	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1.00		HOTEL	OVERNIGHT STAY CHARGE		

***Quote is valid for 30 days.**

***Credit Card Payments over \$5,000.00 are subject to an additional 3% convenience charge.**

***All return goods must have written approval from Electric Pump before returning. Credit will not be issued without written approval; if applicable, there will be a Restock Fee.**

SUB TOTAL: \$ 20,803.94

TAX:

TOTAL: \$ 20,803.94

4280 E 14th Street Des Moines, IA 50313-2604
201 4th Ave SW New Prague, MN 56071-2347

*
*

Telephone 515-265-2222
Telephone 952-758-6600

www.electricpump.com



Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None



Request for Council Action

City Council Action

Approve the purchase of Parcel ID: 140-0290-00619 for the amount of \$28,811.38 as presented

Description of Agenda Item

Approve the purchase of Parcel ID: 140-0290-00619, south of Jasper Engineering on 5th Avenue for the amount of \$26,900 + any applicable fees (\$28,811.38)

Strategic Initiative

2023 Strategic Plan: High Priority Goal #5 - Acquire more property for Economic Development

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

Per Council action on 10/02/2024, staff was directed to bid on and acquire, through the St. Louis County public auction, parcel ID 140-0290-00619.

Board/Commission/Committee Actions(s):

N/A

Budgetary/Fiscal Impact

Expenditure of \$28,811.38 from the land acquisition fund.

Action Requested

Approve the purchase of the parcel

Attachments

1. D22240059 land sale information document
2. Settlement Sale - Paperwork Instructions
3. Settlement Sale Required Forms BUSINESS

Land Sale Information Document

Contract Number D22240059

Tract Number 58

Description:

Parcel Code(s) 140-0290-00619

That part of the South 360 feet of the NE1/4 of the SE1/4 lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company. Sec 24 Twp 57N Rge 21W

Purchaser(s) Betsy Olivanti, City of Hibbing

Single Ownership

Name(s) to Appear on Deed City of Hibbing

Address 401 E 21st St.

City Hibbing State MN Zip code 55746 Phone (218) 262-3486

Must pay Total Sale amount due at the time of sale.

	Payment
Sale Price	\$ 26,900.00
Total	\$ 26,900.00
Fees collected at time of sale:	
3.5% Buyer Premium	\$ 941.50
3% Assurance Fee	\$ 807.00
Deed Fee	\$ 25.00
Deed Tax	\$ 91.88
Recording Fee	\$ 46.00
Well Disclosure Fee	-
Total Due	\$ 28,811.38

**Assessments certified over to the county for collection. The local jurisdiction may reinstate other assessments.

Writing a bad check or issuing a stop payment without a good faith defense is a criminal offense and may include financial fees and penalties as well as prison time. Minnesota Statute 604.113 and 609.535

Minnesota statute 282.016 prohibits the direct or indirect purchase of tax-forfeited land by individuals employed with the office of the county Auditor, court administrator of the district court, County Assessor, or Land and Minerals Department. I hereby certify that this purchase does not violate this statute and that I am not acting as the agent on behalf of any prohibited purchaser and that no prohibited purchaser acquires a spousal or other interest, direct or indirect, in tax-forfeited land by this purchase.

Purchaser

Tax-Forfeited Settlement Sale Paperwork Instructions

The following paperwork needs to be remitted to the Land and Minerals Department with your payment:

For Individual(s):

- ☐ Registration Form
- ☐ eCRV Form (if applicable)
- ☐ Receipt of Disclaimers Acknowledgment
- ☐ As-Is Addendum – Individual
- ☐ Land Sale Information Document
- ☐ Check or Money Order made out to the “St. Louis County Auditor”
(must pay in full)

For Businesses/Corporations:

- ☐ Registration Form
- ☐ eCRV Form (if applicable)
- ☐ Receipt of Disclaimers Acknowledgment
- ☐ As-Is Addendum – Corporate
- ☐ Land Sale Information Document
- ☐ Check or Money Order full made out to the “St Louis County Auditor”
(must pay in full)

- ☐ Residential Statement – Purchaser Intent to Use Tax-Forfeited Property, “if the property is a residential property with four or fewer residential units or a property that is unimproved with a structure [vacant land zoned residential], the property will first be offered for a period of 30 days to persons who intend to own and occupy the property as a residence or who intend to use the property for a noncommercial personal use”
1. **Registration Form.** Be sure to put First, Middle, and Last Name of each person you want to appear on the State Deed under Buyer Information. If you would like the name of a business to be on the State Deed, fill out the Business Information on the second page. Also fill out Ownership Type. There is additional space to add other buyers. Finally, sign and date the form.
 2. **Certificate of Real Estate Value Information form (eCRV).** This form is only needed if the sale price of the property + buyer’s premium (if applicable) is over \$3,000. List First, Middle, and Last name, Social Security #, address and phone number of each person that will be on the State Deed. For businesses, list the full business name, address, phone number, and the Tax ID# (EIN) at the bottom.
 3. **Receipt of Disclaimers Acknowledgement.** Read the Disclaimers & Terms, fill out and sign the appropriate (individual or corporate) acknowledgement.
 4. Read the **“As-Is” Addendum**, sign and print your name on the bottom and date.
 5. **Land Sale Information Document.** Please confirm that your name is spelled correctly and that your address, phone number and ownership type listed at the top of the document are correct. By signing, you are stating that you are not a prohibited purchaser of MN State Tax-Forfeited Land under MN Stat. 282.016.
 6. **Residential Statement – Purchaser Intent to Use Tax-Forfeited Property.** Read then complete with name, address, email, and phone number and finish with signature and date at the bottom. This is required during the first offering for sale of the property for a period of 30 days, to a purchaser who certifies that they intend to own and occupy the property as a residence or to use the property for noncommercial personal use.

**INDIVIDUAL ACKNOWLEDGMENT OF RECEIPT OF
“DISCLAIMERS & TERMS – TAX FORFEITED LAND SALES PROGRAM”**

I, _____, acknowledge that I was provided a copy of the “Disclaimers & Terms” for the Tax Forfeited Land Sales Program (the “Disclaimers”), and was given an opportunity to review the Disclaimers prior to submission of my bid/offer to purchase tax forfeited property being offered for sale by the State of Minnesota, through the County of St. Louis.

Signature

Date

**CORPORATE ACKNOWLEDGMENT OF RECEIPT OF
“DISCLAIMERS & TERMS – TAX FORFEITED LAND SALES PROGRAM”**

I, _____, on behalf of _____ (the “Entity”), represent that I have authority to bind the Entity and acknowledge that I was provided a copy of the “Disclaimers & Terms” for the Tax Forfeited Land Sales Program” (the “Disclaimers”) and was given an opportunity to review the Disclaimers prior to submission of my bid/offer on behalf of the Entity to purchase tax forfeited property being offered for sale by the State of Minnesota, through the County of St. Louis.

Entity Name

By: _____

(Print Name)

Its: _____

Date: _____



DISCLAIMERS & TERMS

Land and Minerals Department *St. Louis County, Minnesota*

1. WITHDRAWAL: The right to withdraw or add any properties to this list is hereby reserved by the County Auditor.

2. BIDDING AND SALES:

A. PROCESS: All properties will be sold to the highest responsible bidder at auction. Bidding will begin at the minimum bid specified on the list. If a property is not sold at auction, it may be for sale, over-the-counter, on a first come, first served basis, or go to an online auction. The county reserves the right to reject any bidder who has defaulted on a land sale contract or is a prohibited buyer or bidder as defined below.

B. SALES: All sales are final, and no refunds or exchanges are permitted.

C. ERRORS: Buyer agrees to fully cooperate in adjusting for clerical or scrivener's errors on any documentation that is a part of this transaction, including, but not limited to, errors related to the amount of the purchase price or installment payments, the term of the contract or number of installment payments.

D. PROHIBITED BUYERS OR BIDDERS: Pursuant to Minnesota Statutes § 282.016, the following persons or entities shall not be allowed to register or participate in the auction, either personally, or as an agent or attorney for a prohibited person or entity: 1) district court administrators, county auditors, treasurer, assessors or supervisors of assessments, land commissioners or assistant land commissioners for tax-forfeited lands, or any deputies or employees of any of the above individuals, 2) a person or entity that owns another property within St. Louis County for which there are delinquent taxes owing, 3) a person or entity that has held a rental license in St. Louis County and the license has been revoked within five years of the date of the auction, or 4) a person or entity that has been a vendee of a contract for purchase of a property offered for sale under Chapter 282, which contract has been canceled within 5 years of the date of the auction. A person prohibited from purchasing property must not directly, or indirectly, have another person purchase a property on behalf of the prohibited buyer for the prohibited buyer's benefit or gain. If a person or entity pre-registers for the auction, the county will perform a search upon receipt of the registration forms to determine if the applicant is a prohibited buyer or bidder. If found to be a prohibited bidder or buyer, notification and explanation will be sent prior to the day of the auction. Those who are prohibited will not be permitted to register or bid on properties at auction. For a person or entity that registers on the day of the auction, the county will perform a search to determine if the applicant is a prohibited buyer or bidder. In the event that it is found the applicant is prohibited, they will not be allowed to register or bid on properties at auction. In the event a winning bid has been awarded to a prohibited bidder or buyer, the person or entity will forfeit their earnest money, and the sale will be nullified as invalid. The property may be re-bid or re-offered at a future auction, at the sole discretion of St. Louis County.

E. CONFLICT OF INTEREST: Minnesota Statute 282.016 prohibits the direct or indirect purchase of tax-forfeited land by a county auditor, county treasurer, county attorney, court administrator of the district court, county assessor, supervisor of assessments, deputy or clerk or an employee of such office, a commissioner for tax-forfeited lands or an assistant to such commissioner.

F. FORMER OWNERS: If you are a former owner of a property being auctioned, you must pay the minimum bid price or the amount of delinquency, whichever is more, pursuant to Minnesota Statutes § 282.01, Subd. 7.

G. FEES: The County Auditor shall charge and collect in full at the time of sale for the State of Minnesota an assurance fee of 3% of the total sale price. Additional fees such as recording fees, deed fees, and deed taxes will be due and explained at the time of closing.

I. NON-SUFFICIENT FUNDS CHECK CHARGE: A \$30.00 service charge will be imposed on any dishonored or non-sufficient funds (NSF) check.

3. ASSESSMENTS: Properties offered for sale may be subject to unpaid assessments. Before purchasing, prospective buyers should consult the Finance Department for properties in the City of Duluth, or the City or Township Clerk for all other locations, and/or St. Louis County in respect to any certified, pending or future assessments that may exist. Any municipality or other public authority is authorized to make a reassessment or a new assessment to a property in an amount equal to the remaining unpaid original assessment at the time of forfeiture (Minnesota Statutes §§ 429.071, Subd. 4 and 435.23).

4. REAL ESTATE TAXES: Forfeited property that is repurchased, or sold at a public or private sale, on or before December 31 of an assessment year shall be placed on the assessment rolls for that year's assessment, pursuant to Minnesota Statutes §§ 272.02, Subd. 38(c). If a purchase is made before December 31, taxes will be payable for the following year.

5. ZONING: Properties sold through this auction are subject to local zoning ordinances. Contact your local zoning administrator to obtain copies of these ordinances. No structure or part thereof shall be erected, constructed, moved or structurally altered, and no land shall change in use until the local zoning authority has approved and issued a permit, if applicable. St. Louis County makes no warranty that the properties are "buildable". It is the sole responsibility of prospective buyers to be fully informed prior to purchasing, and the county encourages prospective buyers to contact the local land use and zoning authorities where the properties are located for information about building codes, zoning laws, or other information that affect the properties.

6. SUBJECT TO: All sales are subject to existing liens, leases, easements, deed restrictions, dedications, and rights-of-way.

7. PROPERTY BOUNDARIES: Property boundaries shown on any web or paper maps provided by the county are for reference only and are subject to change. Prospective buyers should consult licensed surveyors to determine legal boundaries. St. Louis County is not responsible for locating or determining property lines or boundaries.

8. WETLANDS AND FLOODPLAINS: St. Louis County has not performed any wetland delineation on properties offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands, floodplains, or any other environmental condition that may be present. It is the buyer's sole responsibility to research, inspect, and review a property prior to purchasing.

9. RESTRICTIVE COVENANTS: Some non-platted properties listed for sale may contain non-forested marginal land or wetlands as defined in Minnesota Statutes. The deeds for these properties will contain a restrictive covenant, which will prohibit enrollment of the properties in a state funded program providing compensation for conservation of marginal land or wetlands. Notice of the existence of non-forested marginal land or wetlands will be available to prospective buyers upon request.

10. MINERAL RIGHTS: All minerals and mineral rights are retained by the State of Minnesota when a tax-forfeited property is conveyed.



DISCLAIMERS & TERMS

Land and Minerals Department *St. Louis County, Minnesota*

11. PROPERTY CONDITION:

A. SOLD "AS IS": All properties are sold "as is" and may not conform to local building and zoning ordinances. St. Louis County makes no warranty that the land is "buildable". It is the sole responsibility of prospective buyers to be fully informed prior to purchasing. Buyers are encouraged to contact the local land use and zoning authority where the properties are located for information about building codes, zoning laws, or other municipal information that may affect the properties. Buyers will be required to sign the "Buyer's 'As Is' Addendum" as part of the Terms of Sale, which will be available for review prior to the auction.

B. LEAD: Some properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If you are interested in purchasing a single-family dwelling built prior to 1978, you have the right to conduct a risk assessment or inspection for lead-based paint hazards at your expense at least ten (10) days before the sale date. Please contact the Land and Minerals Department, Government Services Center, 320 West 2nd Street, Suite 302, Duluth, MN 55802, Phone No. 218-726-2606, to arrange a time to conduct such assessment or inspection.

C. RADON WARNING STATEMENT: The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated concentrations are found. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling. St. Louis County has not performed and is not aware of any radon testing on properties offered for sale, unless otherwise noted. The county will provide a copy of the Minnesota Department of Health's "Radon in Real Estate Transactions" publication to any buyer of residential tax-forfeited property.

D. TESTING: Buyers are able to obtain authorization from St. Louis County to perform soil testing, at their own expense, before purchasing a property. The sale will not be rescinded if soil problems of any type are discovered after the sale.

E. TITLE: Neither the county nor the State of Minnesota warrants the condition of title. Buyer will receive documentation regarding purchase at the time of sale and/or the Commissioner of Revenue will issue a deed from the State of Minnesota after full payment is made. Tax forfeiture will create a break in the chain of title. SELLER CONVEYS TAX TITLE, and the services of an attorney may be necessary to make the title marketable.

F. HAZARD MATERIALS INDEMNIFICATION: The buyer shall indemnify St. Louis County and/or the State of Minnesota for environmental contamination arising or resulting from the buyer's use and occupancy of the purchased property.

G. HISTORY: St. Louis County makes no representations regarding the history or condition of the properties offered for sale. It is the buyer's sole responsibility to research the history and condition of any property that buyer wishes to purchase.

12. MORTGAGES AND OTHER LIENS: Regarding unsatisfied recorded mortgages and other liens: It is advised that all buyers consult a real estate attorney prior to purchasing tax-forfeited properties with unsatisfied mortgages and/or other liens held against them.

13. LEGAL COUNSEL: In order to protect your legal interests, we recommend that you consult with a real estate attorney regarding installment contracts, title issues, boundary issues, assessments, mortgages, and other legal matters.

14. ACCESS: ST. LOUIS COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ACCESS TO TAX-FORFEITED PROPERTIES OFFERED FOR SALE. ALL PROPERTIES ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND.

ST. LOUIS COUNTY LAND AND MINERALS DEPARTMENT
“AS-IS” ADDENDUM

This “As-Is” Addendum pertains to Buyer’s purchase of the property identified as Parcel No(s). _____, located in St. Louis County, Minnesota (the “Property”).

Buyer Purchasing “As-Is” Addendum:

Conditions of Property: The Property being purchased by Buyer, including the dwelling, other improvements, and fixtures, is sold “as is” and is not new. Buyer understands, acknowledges, and agrees that no representations or warranties are or have been made regarding the Property, the dwelling, other improvements, and fixtures by Seller (State of Minnesota, as Trustee; St. Louis County, on behalf of the State of Minnesota) or its employees or agents.

Settlement is Final: It is understood that Buyer accepts the Property “as is.” No representations or warranties as to physical condition of the Property have been made by Seller, its employees, or agents. This provision shall survive delivery of the state deed.

Vacant Land “As-Is” Addendum

Vacant Land Sold “As Is”: The Property being purchased by Buyer is sold “as is” and may not conform to local building and zoning ordinances. Seller (State of Minnesota, as Trustee; St. Louis County, on behalf of the State of Minnesota) makes no warranty that the Property is “buildable.” Buyer understands and agrees that no representations or warranties have been made regarding the Property’s soil conditions, including but not limited to load bearing, compaction, contamination of any type, buildability, or any other conditions, by Seller, its employees, or agents.

By signing this addendum, Buyer is purchasing the Property “as is” and acknowledging that Buyer has read and understand the contents of this addendum.

BUYER

(Legal Entity)

By:

(Signature)

(Printed Name)

Its:

(Title)

Date: _____

Certificate of Real Estate Value Information

Is buyer an organization? Y/N If yes, Name of Organization_____Tax ID #_____

Name of buyer #1:_____

Social Security #:_____

Address:_____

Phone:_____

Email address:_____

Name of buyer #2:_____

Social Security #:_____

Address:_____

Phone:_____

Email address:_____

If more than 2 buyers, please attach additional sheets.

Planned Use of Property

Check Property Group

- ☐ Residential:
- ☐ Unimproved/Vacant Land:
- ☐ Agriculture/Rural:
- ☐ Entertainment/Sports:
- ☐ Institutional:
- ☐ Lodging:
- ☐ Manufacturing:
- ☐ Office:
- ☐ Other/Special Use:
- ☐ Restaurants/Bars/Clubs:
- ☐ Retail:
- ☐ Utility/Energy:
- ☐ Warehouse:

Circle Property Use

Apartment (4+units), Assisted living, Cabin/Vacation Home, Condominium, Cooperative, Duplex, Garage/Parking/Storage, Manufactured home, Nursing home, Recreational land, Rental/Investment (1 unit), Shelter home, Single family home, Student housing, Townhouse, Triplex, Unimproved/vacant land, short term rental

Apartment (4+units), Commercial, Industrial, Recreational, Residential, Rural/vacant

Animal Related, Crop production, Grain storage, Rural/vacant

Auditorium/theater, Bowling Alley, Campground, Community Center, Convention/entertainment center, Golf Course, Health/fitness club, Horse stables, Marina, Movie Theater, Outdoor Amusement, Park, Skating rink, Ski/slope, Stadium/area, Water park

Church properties, Education properties, Hospital, Library, Museum, Prison

Bed and Breakfast, Campground, Hotels/Motels, Resort

Agribusiness related, Food processing, General heavy, General light, High tech

Bank, Broadcast/Media, Condo, General Office, Medical, Research Library

Airport, Billboards, Cemetery, Funeral home/Crematory, Grain elevator, Gravel pit, Hangar, Mineral deposit, Park, Parking structure, Parking surface, Telecommunications, Unspecified/Other, Waste/recycling

Banquet hall, Bar/tavern, Coffee shot/café, Fast food, Fraternal organizations, Full service restaurant, Night club

Bank, Daycare, General retail, Greenhouse/Nursey, Medical, Neighborhood shopping center, Regional mall, Retail condominium, Self/Mini storage, Vehicle related

Electric utilities, Fuel production, Fuel storage, Gas utilities, Incinerator, Refinery, Solar energy conversion systems, Unspecified/Other, Waste water treatment, Water treatment, Water utilities, Wind energy conversion systems

Computer/Data, Distribution, General warehouse, Office, R and D/Engineering, Refrigerated, Self/Mini Storage, Transit

**TENNESSEN WARNING
LAND & MINERALS DEPARTMENT
ST. LOUIS COUNTY**

You are being given this data practices notice in the event that any of the data you provide include private data on yourself. The data you provide will be used by St. Louis County and others whose jobs reasonably require access to the data, in order to process your property transaction. It may also be used in subsequent hearings or proceedings related to this matter. The following individuals/entities *may* have a legal right to access this data:

- Supervisors/administrators whose input is necessary in the decision-making process;
- Staff of the St. Louis County Human Resources Department;
- Staff of the St. Louis County Attorney's Office;
- Staff of the St. Louis County Auditor's Office;
- Staff of the Minnesota State Auditor's Office;
- St. Louis County Commissioners and their staff;
- Your exclusive representative;
- Staff of state and/or federal courts;
- Staff of state and/or federal enforcement agencies, including but not limited to:
 - U.S Treasury Department
 - MN Department of Revenue
 - MN Department of Natural Resources
 - U.S Environmental Protection Agency
- Appropriate licensing entities and agencies;
- Law enforcement agencies and prosecutorial authorities;
- Counsel for parties in litigation pursuant to court order;
- Persons/entities whom you authorize to receive the data; and
- Any other person or entity authorized by state or federal law.

In addition to providing the above information, a Tennesen Warning requires that the individual be informed if s/he may refuse or is legally required to supply the data and must be informed of the consequences of refusing to supply the data.

Voluntary Compliance

You are not legally required to provide any information to the Land and Minerals Department. If you do provide the requested information, it will be used to assist employees in processing the sale with the State of Minnesota and St. Louis County. Your failure to provide the information requested will prevent a completed property transaction. If you do provide information, it is our expectation that the information you provide will be truthful.



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

Motion and action to execute an agreement with Brunton Architects for the Hibbing Public Safety Center

Description of Agenda Item

Motion and action to execute an agreement with Brunton Architects for the Hibbing Public Safety Center

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):

Budgetary/Fiscal Impact

Action Requested

Motion and action to execute an agreement with Brunton Architects for the Hibbing Public Safety Center

Attachments

1. RCA_Hibbing public Safety Center_Architectural Services
2. Hibbing Public Safety Arch Owner Full Design Contract B104-2017
3. Exhibit A 2024 Billable Rates
4. AE Fee Service Summary



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: No

Main Agenda X

Consent Agenda

Description of Agenda Item: Architectural Services, Hibbing Public Safety Building

Strategic Initiative: Safe, Secure, and Valued Community

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

Steve Esty, Police Chief

Erik Jankila, Fire Chief

Jesse Story, City Engineer

Nick Arola, City Services Director

Candie Seppala, City Clerk/Deputy Administrator

Greg Pruszinske, City Administrator, gregpruszinske@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

City Council consideration and action to execute AIA Document B104-2017 between Brunton Architects and the City of Hibbing for Architectural Services. This agreement includes services to design a Public Safety Building to include police, fire and ambulance services.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact: Fees for the services include:

\$71,500.00 (fixed) for feasibility study (space needs analysis, site review, and existing building analysis); 5.75% of construction costs; \$10,000, not to exceed, for reimbursables. The full agreement is attached for the City Council's review. The full detail is attached for your review.

Action Requested: Motion and action to execute an agreement with Brunton Architects for the Hibbing Public Safety Center.

AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of June in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Hibbing
« 401 East 21st Street»
« Hibbing, MN 55746»
« Telephone Number: 218-262-3486

and the Architect:
(Name, legal status, address and other information)

Brunton Architects & Engineers » « S - Corporation »
« 225 Belgrade Ave
North Mankato, MN 56003 »

for the following Project:
(Name, location and detailed description)

Hibbing Public Safety
Location: TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This contract includes provisions for professional design services required to design a Public Safety Building which includes the Fire, EMS, and Police Departments. The project will either be a new Public Safety Building or a renovation of an existing facility with addition(s), to be located in the City of Hibbing. The determination of whether the City moves forward with a new facility or renovation with additions will be determined during the pre-design phase. The estimated construction budget is \$24,850,000, with an estimated square footage up to 60,000 square feet.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

.3 Workers' Compensation

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

.4 Professional Liability

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).»

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Also included are landscape architecture, interior design, B3 design and engineering, Audio/Video and Data/Telecommunications design and engineering, and security systems design and engineering. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.2.6 The Architect has included in Basic Services attendance at « Five » (« 5 ») community engagement events by the Architect during design. The Architect shall conduct community events in excess of that amount as an Additional Service.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Pre-Design phase, including analysis and evaluation of the existing Fire/EMS station and Law Enforcement Center, programming, site analysis of two new sites, and space planning as required to determine the feasibility of constructing the proposed public safety building on each property. The Architect shall work with the Construction Manager to estimate costs associated with each concept and/or location. The Architect shall provide a report outlining the concepts that were considered with a recommendation to the City for the most economical and feasible scope of work for the project.»

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of

Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation taking place at the District Court in Hibbing, St. Louis County, Minnesota
- ☐ Other: *(Specify)*

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration. Claims or disputes with a monetary value greater than above shall be resolved by litigation in court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be discussed at time of resuming services and agreed upon based on current market rates and amount of remaining work.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)

Five and three-quarter (5.75 %) % of the Cost of the Work for a new construction project, OR seven and one-half 7.5% of a renovation/addition project, as calculated in accordance with Section 11.6. This determination shall be made at the end of the pre-design phase and agreed upon by the Owner and Architect.

After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders addressed during the construction phase and shall be billed at the above percentages of the accepted Bid (for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Pre-Design Architectural Services: Seventy one thousand, five hundred dollars \$71,500

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase	Twenty Five percent (25%)
Construction Documents Phase	Forty Five percent (45 %)
Bidding & Negotiation	Five percent (5 %)
Construction Phase	Ten percent (10%)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A- 2024 Brunton Architects & Engineers Hourly rates

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Reimbursable Expenses shall not exceed the amount of ten thousand dollars (\$10,000) unless pre-approved by the Owner.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Ten Thousand Dollars (\$10,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty (40) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A- 2024 Brunton Architects & Engineers Hourly rates

- 4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Pete Hyduke, Mayor

(Printed name and title)



ARCHITECT (Signature)

BY: Corey Brunton, President / CEO

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:30:47 CDT on 08/14/2024.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the Third day of ~~in June~~in the year Two Thousand Twenty-Four

« City of Hibbing

« 401 East 21st Street»

« Hibbing, MN 55746»

« Telephone Number: 218-262-3486

Brunton Architects & Engineers »« S - Corporation »

«225 Belgrade Ave

North Mankato, MN 56003»

PAGE 2

This contract includes provisions for professional design services required to design a Public Safety Building which includes the Fire, EMS, and Police Departments. The project will either be a new Public Safety Building or a renovation of an existing facility with addition(s), to be located in the City of Hibbing. The determination of whether the City moves forward with a new facility or renovation with additions will be determined during the pre-design phase. The estimated construction budget is \$24,850,000, with an estimated square footage up to 60,000 square feet.

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 3

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User Notes:

(66bbce99856f760303884f28)

—Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

—Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

—Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

—Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).»

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Also included are landscape architecture, interior design, B3 design and engineering, Audio/Video and Data/Telecommunications design and engineering, and security systems design and engineering. Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 4

§ 3.2.6 The Architect has included in Basic Services attendance at « Five » (« 5 ») community engagement events by the Architect during design. The Architect shall conduct community events in excess of that amount as an Additional Service.

PAGE 6

Pre-Design phase, including analysis and evaluation of the existing Fire/EMS station and Law Enforcement Center, programming, site analysis of two new sites, and space planning as required to determine the feasibility of constructing the proposed public safety building on each property. The Architect shall work with the Construction Manager to estimate costs associated with each concept and/or location. The Architect shall provide a report outlining the concepts that were considered with a recommendation to the City for the most economical and feasible scope of work for the project.»

PAGE 9

[X] Litigation in a court of competent jurisdiction taking place at the District Court in Hibbing, St. Louis County, Minnesota

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration.
Claims or disputes with a monetary value greater then above shall be resolved by litigation in court of competent jurisdiction.

PAGE 10

§ 8.3 Arbitration

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For~~

statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted ~~discussed at time of~~ resuming services and agreed upon based on current market rates and amount of remaining work.

~~§ 9.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted ~~discussed at time of resuming services and agreed upon based on current~~ market rates and amount of remaining work.

PAGE 11

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Five and three-quarter (5.75 %) % of the Owner's budget for the Cost of the Work
Cost of the Work for a new construction project, OR seven and one-half 7.5% of a renovation/addition project, as
calculated in accordance with Section 11.6. This determination shall be made at the end of the pre-
design phase and agreed upon by the Owner and Architect.

PAGE 12

After receipt of bids, billings will be adjusted to reflect actual "Cost of Work". "Cost of Work" includes
the development of the Bid Alternatives (whether accepted or not), as well as "Added Cost" Change Orders
addressed during the construction phase and shall be billed at the above percentages of the accepted Bid
(for all "Added Cost" itemized Alternatives) and Cost of Work (for Change Orders).

Pre-Design Architectural Services: Seventy one thousand, five hundred dollars \$71,500

Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (%), or as follows:~~

<u>Schematic Design Phase</u>	<u>Fifteen percent (15 %)</u>
<u>Design Development Phase</u>	<u>Twenty Five percent</u>
(25%)	
Construction Documents Phase	percent (Forty Five percent (45 %)
<u>Bidding & Negotiation</u>	<u>Five percent (5 %)</u>
Construction Phase	<u>Ten percent (10%)</u>
Total Basic Compensation	one hundred percent (100 %)

Exhibit A- 2024 Brunton Architects & Engineers Hourly rates

PAGE 13

- .7 ~~Renderings, physical~~Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of ~~professional liability insurance dedicated exclusively to this Project or the expense of~~ additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .10 ~~Site office expenses; and~~
- ~~.11~~—Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (%) of the expenses incurred. Reimbursable Expenses shall not exceed the amount of ten thousand dollars (\$10,000) unless pre-approved by the Owner.~~

An initial payment of ~~(\$ Ten Thousand Dollars (\$10,000))~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 14

Exhibit A- 2024 Brunton Architects & Engineers Hourly rates

Variable Information

PAGE 1

AGREEMENT made as of the Third day of ~~in June~~in the year Two Thousand Twenty-Four

Hibbing Public Safety

Location: TBD

PAGE 6

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of

the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

[X] Litigation in a court of competent jurisdiction taking place at the District Court in Hibbing, St. Louis County, Minnesota

PAGE 11

Five and three-quarter (5.75) % of the Owner's budget for the Cost of the Work
for a new construction project. OR seven and one-half 7.5% of a renovation/addition project, as
calculated in accordance with Section 11.6. This determination shall be made at the end of the pre-
design phase and agreed upon by the Owner and Architect.

PAGE 12

<u>Schematic Design Phase</u>	<u>Fifteen percent (15%)</u>
<u>Design Development Phase</u>	<u>Twenty Five percent</u>
	<u>(25%)</u>
<u>Construction Documents Phase</u>	<u>percent (Forty Five percent (45 %)</u>
<u>Bidding & Negotiation</u>	<u>Five percent (5 %)</u>
<u>Construction Phase</u>	<u>Ten percent (10%)</u>
<u>Total Basic Compensation</u>	<u>one hundred percent (100 %)</u>

PAGE 13

An initial payment of ~~(\$ Ten Thousand Dollars (\$10,000))~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty (40) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5 % Monthly

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Corey Brunton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:30:47 CDT on 08/14/2024 under Order No. 20240021781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

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EXHIBIT A

BRUNTON ARCHITECTS & ENGINEERS 2024 HOURLY BILLING RATES

Principal Architect	\$248.00
Sr. Project Architect	\$180.00
Project Manager	\$168.00
Project Architect	\$152.00
Project Designer	\$135.00
Construction Services Specialist	\$148.00
Sr. Architectural Technician	\$148.00
Architectural Technician	\$135.00
Sr. Interior Designer	\$152.00
Interior Designer	\$120.00
Project Assistant	\$93.00
Clerical	\$93.00
Travel Expense	Employee Hourly Rate
Mileage Charge	\$00.67 per mile
Consultants	1.10 times cost
Printing and Reproduction	1.10 times cost
Postage	1.10 times cost



Hibbing Public Safety
Architectural and Engineering RFP

Brunton Architects / Widseth

Architectural and Engineering Fee Summary - New Construction

Fee Category / Budget Category	Project Budget (RFP)	AE Fee (%)	AE Fee Total (\$)	Remarks
Construction Estimate	\$ 24,850,000.00	5.75%	\$ 1,428,875.00	Budget per RFP Estimate
Feasibility Study		Fixed	\$ 71,500.00	
Soft Costs	\$ 4,750,000.00	0.00%	\$ -	
AE Reimbursables		0.00%	\$ 10,000.00	Lump Sum to not exceed
		0.00%	\$ -	
Total*	\$ 29,600,000.00		\$ 1,510,375.00	

*The Total AE Fee percentage shall flex as scope of work is defined in the Feasibility Study Phase, but is valid for construction costs ranging from \$20M - \$29M. If agreed-upon scope of work changes to be outside this range, Brunton reserves the right to revisit the noted fee percentage and adjust for project scale and complexity. Any additional feasibility studies or items not in current RFP scope of work may be negotiated or hourly per the hourly rate table.

Design Phase	AE Fee (Fixed)	AE Fee (%)	AE Fee Total (\$)	Remarks
Feasibility Study	\$ 71,500.00		\$ 71,500.00	Lump Sum
Schematic Design		15.00%	\$ 214,331.25	Based on 5.75% of Construction Estimate
Design Development		25.00%	\$ 357,218.75	Based on 5.75% of Construction Estimate
Construction Documents		45.00%	\$ 642,993.75	Based on 5.75% of Construction Estimate
Bidding / Plan Review		5.00%	\$ 71,443.75	Based on 5.75% of Construction Estimate
Construction Administration		10.00%	\$ 142,887.50	Based on 5.75% of Construction Estimate
Fee by Phase Breakdown			\$ 1,500,375.00	

Architectural and Engineering Fee Summary - Renovation

Fee Category / Budget Category	Project Budget (RFP)	AE Fee (%)	AE Fee Total (\$)	Remarks
Construction	\$ 24,850,000.00	7.50%	\$ 1,863,750.00	Budget per RFP Estimate
Feasibility Study		Fixed	\$ 71,500.00	
Soft Costs	\$ 4,750,000.00	0.00%	\$ -	
AE Reimbursables		0.00%	\$ 10,000.00	Lump Sum to not exceed
		0.00%	\$ -	
Total*	\$ 29,600,000.00		\$ 1,945,250.00	

*The Total AE Fee percentage shall flex as scope of work is defined in the Feasibility Study Phase, but is valid for construction costs ranging from \$20M - \$29M. If agreed-upon scope of work changes to be outside this range, Brunton reserves the right to revisit the noted fee percentage and adjust for project scale and complexity. Any additional feasibility studies or items not in current RFP scope of work may be negotiated or hourly per the hourly rate table.

Design Phase	AE Fee (Fixed)	AE Fee (%)	AE Fee Total (\$)	Remarks
Feasibility Study	\$ 71,500.00		\$ 71,500.00	Lump Sum
Schematic Design		15.00%	\$ 279,562.50	Based on 7.5% of Construction Estimate
Design Development		25.00%	\$ 465,937.50	Based on 7.5% of Construction Estimate
Construction Documents		45.00%	\$ 838,687.50	Based on 7.5% of Construction Estimate
Bidding / Plan Review		5.00%	\$ 93,187.50	Based on 7.5% of Construction Estimate
Construction Administration		10.00%	\$ 186,375.00	Based on 7.5% of Construction Estimate
Total Fee Breakdown			\$ 1,935,250.00	



Request for Council Action

City Council Action

Approve the Public Safety Building Commissioning Services as follows:

Award the Proposal to Hallberg for the Building Systems Commissioning Services in the amount of \$71,500.00

Award the Proposal to Lerch-Bates for the Exterior Envelope Commissioning Services in the amount of \$82,650.00

Description of Agenda Item

Approve the Public Safety Building Commissioning Services as follows:

Award the Proposal to Hallberg for the Building Systems Commissioning Services in the amount of \$71,500.00

Award the Proposal to Lerch-Bates for the Exterior Envelope Commissioning Services in the amount of \$82,650.00

Strategic Initiative

Owner of Agenda Item

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

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

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

Candie Seppala, City Clerk - Deputy Administrator, 218-312-1560, candieseppala@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Approve the Public Safety Building Commissioning Services as follows:

Award the Proposal to Hallberg for the Building Systems Commissioning Services in the

amount of \$71,500.00

Award the Proposal to Lerch-Bates for the Exterior Envelope Commissioning Services in the amount of \$82,650.00

Attachments

1. RCA -Public Safety Building Commissioning Services
2. CR-BPS Commissioning Services
3. Emanuelson-Podas Commissioning Services
4. Hallberg Commissioning Services
5. Lerch Bates Commissioning Services



Request for City Council Action

City Council Action

Approved

☐

Denied

☐

Amended

☐

Tabled

☐

Attachments: Yes:

Main Agenda x

Consent Agenda

Date: 10/11/24

Description of Agenda Item:

Public Safety Building – Commissioning Services

Strategic Initiative:

Building Systems Commissioning Services and Exterior Envelope Commissioning Services

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

Public Works Director Jesse Story, jessestory@hibbingmn.gov, 218-312-1571

Introduction/Background/Justification/Key Issues/Legal

Attached are proposals for the Building Systems Commissioning Services and Exterior Envelope Commissioning services for the Public Safety Building Project. We received two proposals for the Building Systems Commissioning Services:

Hallberg - \$71,500.00

Emanuelson-Podas - \$78,000.00

We received two proposals for the Exterior Building Envelope Commissioning Services:

CR-BPS - \$81,200.00

Lerch-Bates - \$82,650.00

Budgetary/Fiscal Impact:

We discussed the proposals with our Construction Manager, Adolfson & Peterson. They have recommended that we award the proposal to Hallberg for the Building Systems Commissioning Services for \$71,500.00 and we award the proposal to Lerch-Bates for the Exterior Envelope Commissioning Services for \$82,650.00.

Action Requested: Asking for council approval.

September 6, 2024

RE: Hibbing Public Safety Building Addition
B3 Building Enclosure Consulting Services

Ginnie Schneider
Brunton Architects & Engineers
7525 Wayzata Blvd.
Minneapolis MN, 55426

Dear Ms. Schneider,

CR-Building Performance Specialists, GBC. (CR-BPS) greatly appreciates the opportunity to provide Building Enclosure Consulting professional services for the design and construction of an addition to the Hibbing Public Works Building in Hibbing, MN, hereafter known as "The Project". CR-BPS's "Part of the Project" for the Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project is identified as follows:

PROJECT UNDERSTANDING

Brunton Architects & Engineers (Client) is the Architect of Record (AOR) for the Project. The existing Hibbing Public Works building is located at located 1425 E 23rd St, Hibbing, MN.

Based on the Space Programming document provided by the Client, the proposed addition is estimated to be roughly 65,000 SF. It is understood that the Project is currently in the predesign phase. The Project will utilize the B3 State of Minnesota Sustainable Building Program (Version v3.2r02). The BECx process will achieve the Moisture-safe construction requirement included in the B3 Guideline 1.2: Moisture and Water Control and CR-BPS will serve as the Building Enclosure Consultant, as described in the B3 Guideline.

PROJECT SCHEDULE

CR-BPS will proceed with the work once authorized by the Brunton Architects & Engineers. Anticipated project schedule is as follows:

Schematic Design Phase	8/14/2024 to 9/18/2024
Design Development:	10/1/2024 to 11/20/2024
Construction Documentation:	TBD

Bidding: TBD
Construction: TBD

APPROACH

CR-BPS will participate in the review/development of the Owner Project Requirements (OPR), Basis of Design (BOD), and architectural documents in accordance with the B3 Guideline. CR-BPS will also be responsible for the creation of the Building Envelope Commissioning Plan. The review of the project specifications and drawings will focus on the enclosure's ability to resist moisture intrusion and air infiltration and to maintain a continuous thermal enclosure. A detailed Work Plan is as follows:

WORK PLAN

The following work plan identifies the tasks associated with CR-BPS' part of the project.

SCOPE OF SERVICES	DESCRIPTION OF CR-BPS SERVICES	MTGS	SITE TRIPS
BECx Administration	Budgets, Schedule, Invoicing, Coordination		
OPR & BOD Development	Participate in Meetings to develop/review OPR and BOD	1	
Sustainable Design Charette	Participate in Sustainable Design Charette	1	
Draft Preliminary BECx Plan	Draft BECx Plan to be updated throughout the design process and integrated into the construction documents. The Plan will include: Roles and Responsibilities of BECx Team Communication Plan Issues Log procedures		
SD Phase Conceptual Design	Participate in Conceptual Building Envelope Design	3	
DD/CD BECx Meetings	Two video meetings, no site meetings. Discuss conceptual building envelop design development and proceed to construction document completion.	2	
DD/CD Technical Review	(2) Iterations - Review DD/ CD design documents to check OPR is fulfilled both for enclosure requirements and its integration with other building systems.		
BECx DD/CD Documentation	Provide BECx design review report to be used to update the DD/ CD documents by identifying issues and verifying if known issues are resolved. At completion of DD/CD, all surfaces of the building enclosure will be identified as complete assemblies with all layers identified, including the air, water, thermal, and vapor control layers.		

DD/CD BECx Specification	Develop BECx specifications, outlining the roles and responsibilities of the commissioning team. This will include a summary of testing and documentation procedures and specify acceptable results. The process will use random sampling for verification.		
Update Commissioning Plan	Update and expand the preliminary building enclosure Commissioning Plan, as necessary, to accommodate changes to building enclosure assemblies.		
Pre-construction Meeting	Attend Pre-construction Meeting. Review CDs with Project and Commissioning Team, discussing any concerns or possible need for alterations due to sequencing issues or failures during tests performed during construction.	1	1
Submittal Reviews	Review project submittals, construction schedule and sequencing to ensure time for inspection of building enclosure components and potential revisions, as necessary, to provide the specified level of performance. Review shop drawings and enclosure wall mockups.		
Develop BECx Project Specific Checklists	Develop checklists related to the installation of components and systems that comprise the building enclosure.		
BECx Issues / Non-Conformance Log	Develop Non-Conformance Log. Discuss Non-Conformance issues at scheduled construction meetings.		
BECx Onsite Observation	Conduct observation and testing and Contractor training of building enclosure systems per the OPR and building enclosure commissioning plan at initial installation and at schedule milestone of enclosure assemblies throughout construction, verification of components, systems, and interfaces.		8
Change Order Review	Review all change orders related to the building enclosure and provide documentation of alterations needed to meet the OPRs.		
Update BECx DD/CD Commissioning Plan	Update and expand the preliminary building enclosure Commissioning Plan, as necessary, to accommodate changes to building enclosure assemblies. Provide qualitative analysis per B3 v 3,2 Guideline 1.2 Moisture and Water Control section B. Moisture Safe Design.		
Draft Construction Phase BECx Report	Submit the draft report to other Commissioning Team Members for review. Incorporate review comments from team members including the Owner.		
Building Enclosure Systems Manual Review	Verify that the Manual includes an overview of all present enclosure types and systems, including general maintenance requirements. Conduct Owner training session		
Final BECx Report	Submit Final Building Enclosure Commissioning Report		

Construction Close Phase	Substantial and final completion walk through visits, letter to Brunton, record drawing review, Owner's training, and Project Commissioning Plan feedback.		2
10 Month Post Construction Field Visit	Field Visit and Report, limited building performance testing to be determined after development of OPR (add alternate).		1
Total		8	12

ADDITIONAL SERVICES

Additional services include, but are not limited to the following:

- Additional Site Observation Visits
- Third Party Enclosure Testing
- Reassignment of Project Manager
- Construction Administration time that extends three months past the construction completion date to manage conformance with the contract documents associated with this part of the Project.

ASSUMPTIONS:

- CR-BPS will not be responsible for the design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management.
- Outbuildings are considered an add alternate and may also be required to meet the B3 requirements.
- Third Party Enclosure Testing is not part of this Bid Proposal.
- Scope of Work and Cost of Services in this Bid Proposal are open to negotiation if budget adjustments are needed.

COMPENSATION

Compensation shall be a lump sum amount of **\$81,200.00**. This includes all reimbursable expenses, to be billed monthly per the phases as shown in the following table.

Professional BECx Services Hibbing Public Safety Building	Fee
Pre-Design Phase Services	\$9,680.00
Design Development and Construction Document	\$14,020.00
Construction Phase Services	\$44,600.00
Post Occupancy Phase	5,500.00
Reimbursables	\$7,400.00
TOTAL PROFESSIONAL SERVICES	\$81,200.00

These fees are based on initial schematic design and narrative documents provided by Brunton Architects and Engineers and the fees may be adjusted to fit the needs of the project with written approval by both parties.

ACCEPTANCE

If this proposal meets the OPR and is acceptable to Bruton we look forward to working with you. We assume that this proposal will be made part of a Subcontractor Agreement issued by Brunton.

Respectfully Submitted,



Signature

Jim Larson
VP+Director of Building Science

Printed Name / Title



Signature

Chad Rykal
Principal

Printed Name / Title

September 6, 2024

Date

September 6, 2024

Date

Accepted this _____ day of _____ 2022
(day) (month)

By: City of Hibbing

Authorized Signature: _____

Printed Name/Title: _____

LET'S CONNECT

Hibbing Public Safety Building Hibbing, MN

*Prepared for the City of Hibbing, MN
Commissioning Services Proposal*

July 19, 2024



**LET'S CONNECT
AND DO GREAT THINGS**

Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439

952.930.0050 | epinc.com

LET'S CONNECT

AN OVERVIEW OF OUR FIRM

AIR POWER LIGHT WATER

At Emanuelson-Podas, we've been bringing air, power, light and water to the places that matter for 65 years. We do it creatively. We do it efficiently. We do it sustainably. And we do it in a manner that provides extraordinary value to everyone involved with the project.

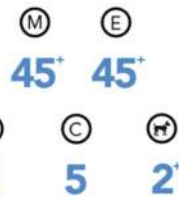
Inspiring, efficient, highly functional spaces don't happen by accident. They happen when engineers, architects, contractors and business owners deeply and meaningfully connect. At Emanuelson-Podas, we believe in the power of connections. We believe in the importance of effectively communicating. We believe that—together—they encompass the core of true partnership.

In all we do, we strive to deliver inspired, expert building system solutions to those with whom we work. The core of our work resides in providing exceptional mechanical, electrical and plumbing design, and commissioning services.

Since our founding, we have chosen to work across multiple industries, including the industrial, corporate, civic, education, fitness, financial, healthcare, hospitality, housing, municipal, restaurant, retail and worship sectors. Our experience in a broad range of markets provides us with a healthy, valuable perspective when considering building design solutions.

EP AT A GLANCE

Founded in 1957, EP has approximately 100 employees.



M=Mechanical | E=Electrical | R=Refrigeration | C=Commissioning

OUR VALUES:

At Emanuelson-Podas, everything about how we work begins and ends with three simple words—family, service and trust. These are our company values, and they are at the core of everything we do.

ABOUT THE FIRM:

Emanuelson-Podas (EP) is a mechanical and electrical engineering firm specializing in the design of HVAC, building automation, plumbing, lighting, power, communications, life/safety, power generation and sustainable building systems, and offering full building commissioning services. A values-driven company, EP's key industry areas include the corporate, civic, education, fitness, financial, healthcare, hospitality, housing, industrial / manufacturing, municipal, restaurant, retail and worship sectors.



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Overview: Commissioning Department

The Emanuelson-Podas commissioning (Cx) department provides a broad array of commissioning and related services to clients in a range of industry sectors. EP is one of the few select firms to receive the Certified Commissioning Firm (CCF) designation from the Building Commissioning Association (BCxA).

Led by Director of Commissioning Mat Lindquist, P.E., the EP commissioning department's goal is to provide our best professional effort to coordinate and document the outcomes

identified during the commissioning process. The process provides an overall review of the construction process relative to the documented Owner's Project Requirements and Construction Documents. Deviations are identified and communicated to the project team in a timely manner for resolution by the construction team.

EP's four-phase process for commissioning (pre-design, design, construction, and occupancy and operations) is designed to meet ASHRAE guidelines and owner's reasonable expectations.



AIR HANDLING UNIT AND HYDRONIC PIPING at SMSC // Shakopee, Minn.



HYDRONIC PUMPS at OSBORN 360 // St. Paul, Minn.

LET'S CONNECT

EXPERIENCE: COMMISSIONING

Experience: Commissioning



Shakopee Mdewakanton Sioux Community – Hocokata Ti Cultural Center // Shakopee, Minn.



Higher Ground // St Paul, Minn.



Animal Emergency & Referral Center // Oakdale, Minn.

ADDITIONAL EXPERIENCE:

- Hocokata Ti Cultural Center, Shakopee Mdewakanton Sioux Community, *Shakopee, Minn.*
- Dorothy Day Place & Higher Ground, *St. Paul, Minn.*
- Life Time Fitness, *Multiple Locations*
- Junior Achievement, *St. Paul, Minn.*
- Avidor Edina Apartments, *Edina, Minn.*
- Avidor Glenview, *Glenview, Ill.*
- RBC Gateway, *Minneapolis, Minn.*
- MnDOT Lab, *Maplewood, Minn.*
- Osborn 370, *St. Paul, Minn.*
- Avidor Minnetonka, *Minnetonka, Minn.*
- Proto Labs, *Brooklyn Park, Minn.*
- Junior Achievement, *St. Paul, Minn.*
- Newport Recovery Assessment, *Newport, Minn.*
- Lakewood Cemetery, *Minneapolis, Minn.*
- Animal Emergency & Referral Center, *Oakdale, Minn.*
- Caraway West End, *St. Louis Park, Minn.*
- Corsa Apartments, *St. Louis Park, Minn.*
- People Serving People, *Minneapolis, Minn.*
- MNDot Training Center, *Arden Hills, Minn.*



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LET'S CONNECT

SCOTT VANDER HEIDEN, PE



SCOTT VANDER HEIDEN, PE, LEED AP BD+C

Mechanical Engineer, Managing Partner

PROJECT ROLE: PARTNER-IN-CHARGE, MECHANICAL ENGINEER

Scott is a managing partner and registered mechanical engineer with 20 years of experience as a consulting engineer. He has extensive experience designing HVAC, plumbing, piping, fire protection and building automation systems, as well as project management and construction administration expertise. Scott has worked in a variety of industry sectors including corporate, civic and municipal, education, financial, housing, hospitality, restaurant, retail, and worship.

Scott is a LEED-accredited professional and has a special focus on leading and designing sustainable projects, with multiple LEED-registered projects under his belt.

Scott enjoys creating and maintaining business relationships with building owners and architects. He thrives on helping building owners make informed decisions about building systems by engaging early in the design process and leveraging both his experience and energy modeling technologies.

Away from work life, Scott enjoys a rich and busy family life as husband to his wife, Crystal, father to five. His hobbies include keeping up with all of his kid's activities, golf and working out at EP's gym. He is also actively involved in his church where he and his wife are involved with youth group.

RELEVANT PROJECT EXPERIENCE:

- Shakopee Fire Station, *Shakopee, Minn.*
- Mound Fire Station, *Mound, Minn.*
- Shakopee Mdewakanton Sioux Community (SMSC) Fire Station, *Shakopee, Minn.*
- Rogers Police Station, *Rogers, Minn.*
- Shoreview Maintenance Facility, *Shoreview, Minn. (LEED Gold Certified)*
- St. Louis Park City Hall, *St. Louis Park, Minn.*
- City of Minneapolis East Side Storage and Maintenance Facility, *Minneapolis, Minn.*
- City of Minneapolis Fire Station / Portland & Washington, *Minneapolis, Minn.*
- Griggs County Courthouse and Emergency Ops Center, *Cooperstown, N.D.*
- Minneapolis Park Board Police Station, *Minneapolis, Minn.*
- Minnetrista Public Safety Building, *Minnetrista, Minn.*
- Lake Johanna Fire Station, *Arden Hills, Minn.*
- Apple Valley Police Station, *Apple Valley, Minn. (Currently in Construction)*
- Rosemount Police Station, *Rosemount, Minn. (Currently in Construction)*

EDUCATION

Bachelor of Science in
Mechanical Engineering, *South
Dakota State Univ.*

ASSOCIATIONS & PROF.

MEMBERSHIPS

- American Society of Heating,
Refrigeration and Air
Conditioning Engineers
(ASHRAE)
- National Fire Protection
Assoc. (NFPA)

REGISTRATIONS

Professional Engineer MN
(#40918)

CONTACT

952.540.4012

SVanderheiden@epinc.com



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LET'S CONNECT

MAT LINDQUIST, PE



MAT LINDQUIST, PE, *Director of Commissioning / Senior Mechanical Engineer*

PROJECT ROLE: LEAD COMMISSIONING AGENT

Mat is a commissioning expert with 18 years' experience working throughout the U.S. and abroad. In addition to commissioning new construction and remodel projects, he has extensive experience with BAS design and replacement, energy conservation projects, and ESG program development.

Mat enjoys being a part of multidisciplinary project teams delivering complex and highly coordinated projects. He attributes this desire to collaborate from his uncle's stories of headstrong engineers who discounted trades responsible for building paper converting machines. As a commissioning agent, Mat has leaned into these skills helping guide and track issues to resolution for his clients.

Mat is a subject matter expert on building automation systems and energy conservation having graduated with a B.S. in Computer Engineering as well as being a licensed professional mechanical engineer. For more than a decade, he leveraged his unique technical skills to serve as the primary engineering consultant for a large private equity firm implementing a utility cost reduction program saving millions of dollars annually. Mat enjoys using his technical skills to ensure that the built environment meets the needs of the owners, operators, and occupants.

Away from work, Mat enjoys spending time with his wife and two young daughters riding bikes, camping, and playing hockey. He is also involved in his church keeping everyone in frame and on queue.

RELEVANT PROJECT EXPERIENCE:

- Willis Tower (Formerly Sears Tower), Chicago, IL – BAS Replacement and Commissioning
- Children's Hospitals of Minnesota, Minneapolis, MN – *Commissioning*
- BioMed Realty, Multiple locations, CA – BAS Replacement, Commissioning, and Recommissioning
- Four Seasons Hotels and Resorts, multiple locations, U.S. and Canada – *BAS Replacement, Commissioning, and Recommissioning*
- Hilton Hotels, multiple locations, U.S. and Puerto Rico – Recommissioning, Energy Cost Reduction Program Design and Implementation
- JW Marriott Phoenix Desert Ridge Resort & Spa, Phoenix, AZ – *BAS Replacement, Commissioning, and Recommissioning*
- International Market Centers, Las Vegas, NV, High Point, NC, and Atlanta, GA – *BAS Replacement, Commissioning, and Recommissioning*
- Lakewood Cemetery, Minneapolis, MN – *New Construction Commissioning*

EDUCATION

Bachelor of Science in Computer Engineering, *University of Minnesota*

ASSOCIATIONS & PROF.

MEMBERSHIPS
American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

REGISTRATIONS

Professional Engineer, MN (#49481)

CONTACT

952.960.8888

mlindquist@epinc.com



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LET'S CONNECT

JAKE HARRIMAN



JAKE HARRIMAN

Commissioning Technician

PROJECT ROLE: Commissioning Provider

Jake Harriman has been providing Building Automation services to clients for over 4 years. Prior to joining EP, Jake worked as a Controls Technician for Trane Technologies in St Paul, MN. His experiences have included equipment startups / checkouts, BAS graphical design, programming, troubleshooting and customer on board trainings. Before that, Jake attended Century College where he majored in HVAC while also working at the school for the facilities department, learning everything he could about construction and building maintenance.

Away from work, Jake enjoys time with his friends and family. He has a passion for animals that includes volunteering at a local cat shelter and walking elderly neighbors' dogs. He also has a love for movies, music and technology which keep him busy. In his free time, Jake spends time on his road bike, buying and selling collectables, exploring state parks, and always looking for something to build or fix.

RELEVANT PROJECT EXPERIENCE:

- Abbott Laboratory, Westfield, IN – *Manufacturing / Laboratory Commissioning*
- Salvation Army, Minneapolis, MN – *Residential / Commercial Commissioning*
- City of Ramsey Public Works – *Commercial Commissioning*
- MnDOT Training Center, Arden Hills, MN – *Commercial Commissioning*
- Pinnacle Services, Minneapolis, MN – (LEED) – *Commercial Commissioning*
- Nokomis Apartments, Minneapolis, MN – *Residential Commissioning*
- Parkway Place / Parkway Flats, St Louis Park, MN – *Residential Commissioning*
- RBC Gateway, Minneapolis, MN – *Commercial Commissioning*
- Ramsey/Washington County Recycling Center – *Industrial Commissioning*
- Greco Inc., Multiple Locations, MN – *Controls programming, Commercial BAS Graphics*
- Lakeville School District, Lakeville, MN – *Controls programming, HVAC and BAS upgrade*
- Animal Emergency & Referral Center, Oakdale, MN – *Commercial Commissioning*
- Lakewood Cemetery, Minneapolis, MN – *Commercial Commissioning*

EDUCATION

Century College, HVAC Program
Trane University, BAS Controls
Trane University, BAS Programming

Certificates

EPA Universal Certification
OSHA GI Certification
OSHA Aerial & Scissor Lift Certified

CONTACT

612.209.7819
jharriman@epinc.com



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Scope of Services & Fee:

PROJECT DESCRIPTION:

Thank you for the opportunity to present our proposal to provide Commissioning Services for the new public safety building. The project consists of renovating the existing building and an addition. The total construction cost is estimated to be \$26M. The program floor area is approximately 65,000 sf. We propose to provide the services detailed below.

Following the Commissioning Process as set by **ASHRAE Guideline-0** and set forth in **Minnesota B3**, we will perform commissioning of the facility systems to ensure that the systems are performing as designed to maximize energy savings and maintain building assets. **Provide compliance verification of the design to meet the 2024 Minnesota Energy Code.**

As part of the commissioning process, an action plan for each deficient building component found during commissioning will be supplied to the owner's representative and construction team for correction.

All commissioning documentation shall be executed, compiled, and delivered using CxAlloy commissioning software.

COMMISSIONING SCOPE OF WORK:

- Prepare and submit a Commissioning Plan (CxP). The CxP will be updated throughout the project and become the final Commissioning report.
- Review system designs as pertaining to commissioned systems for coordination, maintainability, and meeting specifications at each phase of design starting with Pre-Design.
- Prepare the pre-functional testing documents and coordinate the execution by installing contractors.
- Prepare the functional testing documents and coordinate the Functional Testing of the HVAC systems as designated by the contract documents with assistance from installing contractors and manufactures representatives.
- **Provide design plan reviews and verify compliance with the 2024 MN Energy Code.**
- Prepare and submit all required reports for the Commissioning of the HVAC systems per the contract documents and specifications.
- Provide all tasks and documentation required for B3 at each phase of design and construction.
- Review Sequence of Operations of equipment controls.
- Spot check and review TAB reports against design documents
- Provide a 10 Month Systems Review. The review to include the following:
 - Verify and update any outstanding Commissioning Issues.
 - Complete the seasonal or deferred functional testing of facility systems.
 - Verify systems operation, setpoints and alarming through the BAS System.
- **Summary of Meetings and Site Visits:**
 - Conduct a Commissioning (Cx) kickoff meeting with Construction team, Mechanical, and Electrical contractors to review the commissioning plan, pre-functional and functional checklist, Cx responsibilities and commissioning schedule.
 - One site observation visit by Commissioning Agent (CxA) during construction.
 - Two site visits to complete functional testing of commissioned systems.
 - One site visit for functional retesting up to two day duration.
 - Meeting with owner at end of project to provide Cx project deliverables.
- **Deliverables (or as set by project specifications)**
 - Commissioning Plan and Final Commissioning Report.
 - **Design Review Report**
 - **Energy Code Compliance Report**
 - Review Pre-Functional Testing Documents (as executed by assigned contractors).
 - Review Functional Testing Documents (as executed by assigned contractors).
 - Commissioned Equipment List
 - Building Operating Plan
 - Final Cx Issues Log
- **Systems to be Commissioned:**
 - HVAC (exact systems are unknown, see assumptions below):
 - (4) Roof-mounted or indoor air handling units



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- (2) Make-Up Air Units
- Boiler Plant with (3) high efficient boilers, pumps
- Exhaust fans
- Garage Exhaust and Ventilation System with fume detection
- Garage Unit Heaters
- VAV terminal boxes with reheat
- Lighting:
 - Day Lighting
 - Lighting Level Verification
- Domestic Water System:
 - Building Domestic Hot Water Heaters

All Commissioning work shall follow set project specifications. Emanuelson-Podas will **not** be completing the Pre-Functional checklists. All Functional Testing shall be by the installing contractors under supervision of the CxA. The CxA will help facilitate the required documentation, but the contractor is responsible for filling out the documentation and performing the testing on the equipment.

All Commissioning work shall follow set project specifications. Emanuelson-Podas **is not** completing the pre-Functional checklists. All Pre-Functional Testing shall be *executed* by the installing contractors and controls contractor under supervision of the CxP. The CxP will help facilitate the required documentation, but the contractor is responsible for performing the initial verification of installation and testing of the equipment as called out in the project specifications.

Onsite Commissioning work would be performed during site visits. Additional trips due to additional inspection requirements or construction related delays will be billed at hourly rates.

ADDITIONAL SERVICES (see rate schedule):

- Site visits above quantity listed will be billed on an hourly basis.
- Delays in project schedule due to lack of owner information or owner design revisions.
- Performing full Pre-Functional and/or Functional Testing of Commissioned systems without contractor support.

Senior Partner	\$260	Designer IV	\$170
Partner/Director	\$220	Designer III	\$140
Engineer IV	\$210	Designer II	\$120
Engineer III	\$160	Designer I	\$105
Engineer II	\$140	Administrative	\$125
Engineer I	\$120	Drafter	\$ 90

EXCLUSIONS:

- MEP related B3 design, calculations and documentation is by others.

PROPOSED FEE –

Pre-design/Schematic Design	\$ 7,500
Construction Document	\$ 5,500
Construction Phase	\$ 20,000
Construction Closeout	\$ 35,000
<u>10 Month Post Construction</u>	<u>\$ 4,000</u>
Total	\$ 72,000

Estimated reimbursables expenses is \$6,000.

BILLING AND PAYMENTS:

We will invoice monthly for our services. Payments are due and payable 30 days from the date of our invoice or 15 days after architect has received payment. Billing transaction surcharges will be billed as a reimbursable expense.

ACCEPTANCE:

This proposal is valid for 60 days. If acceptable to you, please sign and return one copy of this document to our office. We will proceed with our work upon receipt of your signed proposal.

LET'S CONNECT

Accepted for Emanuelson-Podas:

Mat Lindquist

Mat Lindquist, PE, Director of Commissioning

08/29/2024

Date

Accepted for City of Hibbing:

Date



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consulting engineers

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GET IN TOUCH

Emanuelson-Podas, Inc.

7705 Bush Lake Road

Edina, MN 55439

952.930.0050 | epinc.com

LET'S GET TO WORK

For more than 65 years we've worked side-by-side with exceptional architectural firms, contractors, developers, and business owners. In each case, we've worked to deeply connect with each, and every individual involved in a project. The result is a track record of delivering creative, efficient, sustainable building solutions that leave all involved delighted.

It's about Emanuelson-Podas and the City of Hibbing connecting to do great things.

Ready? *Let's get started.*



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consulting engineers

Proposal for Commissioning Services for

CITY OF HIBBING

PUBLIC SAFETY BUILDING – NEW CONSTRUCTION

Hibbing, Minnesota

~~August 20, 2024~~

August 29, 2024

Submitted by:



**HALLBERG
ENGINEERING**

Mechanical / Electrical / Commissioning

~~August 20, 2024~~
August 28, 2024

Jesse Story, P.E.
City of Hibbing - City Engineer/Public Works Director
401 East 21st Street
Hibbing, MN 55746
jessestory@hibbingmn.gov
218-312-1571

Re: Proposal for Commissioning Services for City of Hibbing Public Safety Building
Hallberg Project #P24-5011.000

Dear Mr. Story,

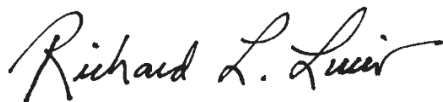
We appreciate the opportunity to submit this proposal for commissioning services for the City of Hibbing Public Safety Building project. We understand the City is seeking the services of a qualified System Inspector/Commissioning Authority for the new construction Public Safety Building project. We understand the project consists of about 63,000 square feet with an estimated project budget of \$26,600,000.

We understand that the project goal is to provide an energy efficient and code compliant facility where all mechanical, plumbing, and electrical equipment and systems are correctly designed and can be easily operated and maintained. We also understand that in accordance with MN Statute 16B.325, all new buildings and substantial renovations must be designed using The State of Minnesota Sustainable Building Guidelines (B3 Guidelines).

We look forward to working with you and assisting you with your project needs.

Sincerely,

HALLBERG ENGINEERING, INC.



Richard L. Lucio PE LEED® AP
Chief Executive Officer/Principal
rlucio@hallbergengineering.com

AUTHORIZATION TO PROCEED

Signed

Title

Date

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FEE PROPOSAL

The following are HEI's proposed fixed fee, for Building Systems commissioning services for the City of Hibbing – Public Safety Building new construction project:

TOTAL COMMISSIONING FIXED FEE.....\$71,500

(Seventy-One Thousand, Five Hundred dollars)

Project Phase	Hours	Labor Fee	Fees Related to Travel Expenses	Total Fees by Phase
Pre/Design Phase	90	\$13,500	\$475	\$13,975
Construction Phase	158.5	\$23,775	\$1,750	\$25,525
Verification & Acceptance Phase	202.5	\$30,375	\$1,625	\$32,000
Totals	451			\$71,500

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the Total Fee noted above and include:

- Expenses for special handling, reproduction and postage of drawings, specifications, and other documents.
- Expenses of travel including mileage and meals.

ADDITIONAL SERVICES

Any work required beyond that defined in the Scope of Work will be billed on an hourly basis. Additional services will not be performed without written approval of Owner. Examples of additional services include:

- Providing services required because of significant changes in the project.
- Providing services in connection with evaluating substitutions proposed by the contractor.
- Providing services made necessary by the default of the contractor.

ASSUMPTIONS

- It is assumed that the A/E will provide adequate written design intent, basis of design and full sequences of operation for all equipment and systems for the O&M manuals and for the Commissioning Agent to use in writing functional tests.
- It is also assumed that the contractors will execute the functional testing of equipment, coordinated and documented by the Commissioning Agent, using forms provide by the Commissioning Agent.
- Building Enclosure/Envelope Commissioning Services are NOT Included in this proposal

HOURLY BILLING RATES

Principals	\$210/hour
Sr. Project Manager	\$180/hour
Project Manager	\$165/hour
Sr. Engineer	\$155/hour
Sr. Project Engineer/Sr. Designer/Commissioning Agent/Construction Admin	\$145/hour
Project Engineer/Sr. Project Designer	\$130/hour
Staff Engineer/Project Designer/Commissioning Technician/I.T. Tech	\$120/hour
Engineer/Staff Designer/Program Consultant	\$105/hour
Designer	\$90/hour
Engineering Intern/Design Intern	\$65/hour
Clerical	\$85/hour

SCOPE OF WORK

COMMISSIONING DURING PRE-DESIGN PHASE

Develop an initial Commissioning Plan and schedule for the entire project. This phase will also include the development of the Design Intent Document (DID) for the project which includes:

- Develop an initial Commissioning Plan (CxP) and schedule for the entire project in accordance with ASHRAE Guideline 0-2005. The initial CxP shall include at minimum key commissioning process milestones, roles and responsibilities of team members, sample design checklist formats, and documented communication channels between the Commissioning Team, A/E Design Professionals and the Owner.
- Participate in a meeting with all team members to define and develop the Owner's Project Requirements (OPR). This shall include information about the project as outlined in ASHRAE Guideline 0-2005.
- Participate in a meeting to determine and document the direction to meet the requirements of the Minnesota Sustainable Building Guidelines (aka B3) and Minnesota Sustainable Building 2030 (SB2030) Energy Standards.
- Review requirements for the Systems Manual (provided by others), such as parts lists, operations and maintenance requirements, and system descriptions.
- Review the initial CxP and OPR document with the Owner for acceptance before moving on to the next phase.

COMMISSIONING DURING DESIGN PHASE

- Update the Commissioning Plan to reflect any changes in the OPR document and include any new information developed during the Design Phase. The updated Commissioning Plan shall include details of the Construction Phase and Occupancy and Operations Phase activities relative to the facility's Heating Ventilation and Air Conditioning (HVAC) systems.
- Assist the Architectural, Structural, Mechanical and Electrical design team members in developing their portions of the Basis of Design Document. Work with the design team members and verify the Basis of Design meets the intent and criteria outlined in the OPR document.
- The review of Design Team submittals shall include a general quality review of the documents, including legibility, consistency, and level of completeness, coordination between disciplines, discipline-specific review for achieving the OPR's, specification applicability and consistency with the OPR's and BOD. Prepare a written evaluation/critique for design team evaluation.
- Prepare for inclusion in the Contract Documents commissioning requirements for the construction and warranty phases of the project in accordance with ASHRAE Guideline 0-2005. At a minimum, the commissioning specification shall include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, specific functional test requirements including testing conditions, acceptance criteria for each system and piece of equipment being commissioned, a developed format for the Systems Manual and Training Requirements.
- Provide sample construction checklists and functional performance documents for issue with the bid documents.

SCOPE OF WORK

COMMISSIONING DURING CONSTRUCTION PHASE

- At the pre-construction meeting, the Commissioning Team shall conduct a separate informational session that will outline the Commissioning Process and requirements for all general contractors, subcontractors and suppliers.
- Participate in additional commissioning construction meetings at least once per month during construction to plan, test and coordinate future activities and resolve problems.
- Review Contractor's submittals on mechanical, electrical, plumbing and building automation controls concurrent with designer's review. Reviewed submittal comments shall be returned to the designer of record for final review. Review shall focus on commissioned features and conformance with the OPR and BOD, including particular attention to substitutions, operability, and maintainability.
- Review Requests for Information (RFI's), Architect's Supplemental Instructions (ASI's), and change orders for impact on commissioning and the OPR's as needed.
- Perform site visits, as necessary, to observe component and system installations. Prepare written report of actions taken at the site.
- Create and prepare blank pre-functional checklists for all equipment prior to initial start-up. Completion of these documents shall be by the appropriate contractor performing the work.
- Work with the construction contractors to track and complete construction checklists used to assure complete and quality construction.
- Statistically sample completion construction checklists on a periodic basis to verify correct and complete installation/construction.
- Develop specific functional performance test procedures for commissioned systems with necessary assistance and review from the installing Contractor's.
- The Commissioning Authority (CxA) shall maintain a Commissioning Issues Log as a separate record of functional testing results. The Issues Log is to be shared directly with the General Contractor and the Owner. The log must be detailed enough to provide clarity and point of future reference for the comment. CxA shall update and distribute the Issues Log a minimum of (2) two days prior to the commissioning meeting.
- Review the Operation and Maintenance Manuals for all HVAC, electrical and controls systems as needed.

COMMISSIONING DURING START UP, ACCEPTANCE AND WARRANTY PHASES

- Approve systems start up by reviewing start up reports and instructions.
- In conjunction with the installing contractor, execute, coordinate and approve manual functional performance tests for all commissioned equipment to confirm proper operation. Provide follow-up review of outstanding issues, and coordinate retesting as necessary until satisfactory performance is achieved.
- Review Testing, Adjusting and Balancing (TAB) execution plans of the construction contractors.
- Oversee construction and start up (construction checklist) of the control systems and approve them to be used for TAB, before TAB is executed.
- Approve air and water systems balancing through statistical sampling of the reports and separate site verification.

SCOPE OF WORK

- Update Commissioning Issues Log with any acceptance testing items that do not meet the OPR or Contract Documents. Provide the log and acceptance test results and recommendations to the Owner and General Contractor.
- Review and pre-approve the training plan to be provided by the contractors/manufacturers.
- Receive and review the Systems Manual as submitted by the contractor. Verify that it achieves the Owner's Project Requirements. Verify it includes checklists for the Owner's ongoing use as a reference of building operational benchmarks and as a tool for managing day-to-day operations of the facility. This Systems Manual shall be used as the "text" guide to perform the Owner's training of the day-to-day operation of this facility.
- Verify the training of the State's operating personnel provided by the Contractors/Manufacturers.
- Review equipment warranties to ensure that the State's interests and responsibilities are clearly defined.
- Conduct deferred and seasonal testing and performance evaluations as required.
- Assist in the 10-month inspection of the facility to assess proper operation of all HVAC, Electrical and Controls systems.
- Conduct a Lessons Learned meeting with the State, construction contractors, designers and users after occupancy.
- Review ongoing training (seasonal) of the State's operating personnel for the first (warranty) year of occupancy.
- Provide a final commissioning report.

COMMISSIONED SYSTEMS

All HVAC Systems

Chillers	100%
Cooling Towers/Evaporative Fluid Cooler	100%
Boilers and Associated Equipment	100%
Heating Heat Exchangers	100%
Ground Source Heat Exchangers (if applicable)	100%
All Pumps	100%
Air Handling Units	100%
Ventilation Fans	100%
VFD's	100%
Air Terminal Units	50%
Ductwork/Pipe Insulation	50%
HEPA Filter Systems	100%
Pipework	25%
Temperature Control	100%

Building Automation Systems (including Energy Management Control Systems and Linkage to Remote Monitoring and Control Sites)

Temperature/Humidity Sensors	100%
Pressure Sensors and Controllers	100%
Sequence of Operation	100%
Airflow Stations	100%
Damper/Valve Actuators	100%
Current/Status Sensors	100%

Plumbing Systems

Plumbing Equipment	50%
Solar Water Heater (if applicable)	100%
Plumbing Piping Systems	25%
Effluent Decontamination System (if applicable)	Record

Electrical Systems

Normal Power Electrical Systems	50%
Lighting Control/Daylighting Systems	100%
Emergency Power Systems (AHJ responsible for testing)	Record
Fire/Life Safety Systems (AHJ responsible for testing)	Record
Security Systems (AHJ responsible for testing)	Record
Communication Systems (including voice, video, data, PA)	50%

Miscellaneous Systems

Renewable and Alt Energy Technologies (if applicable)	100%
Waste Heat Recovery Systems (if applicable)	100%
I.A.Q. Pre-Occupancy - Office	100%
I.A.Q. Post-Occupancy – Office	100% (2 and 10 month)

PROJECT APPROACH

Managing the project – Nick Cierzan will be the project manager and will assign commissioning tasks to Patrick Schaefer (Mechanical Commissioning Agent), Jeff Hauswirth (Electrical Commissioning Agent), and Terry Olson (Mechanical Commissioning Technician). Nick will also work with Kristin Papke (Accounts Receivables and Invoicing) on invoicing requirements.

Travel – We anticipate approximately 15-30 visits for meetings (including virtual), field observations, training and functional testing and close-out. Nick Cierzan, Patrick Schaefer, Terry Olson and Jeff Hauswirth are based out of our White Bear Lake, MN office.

Fostering Teamwork – The Hallberg Commissioning agents believe that to obtain a high return on investment for paying for the commissioning process, the agents need to be highly involved with the construction delivery process. We cannot be a silent 3rd party entity. We plan to communicate with the design team, owner, and construction team members in a very cooperative manner. Our commissioning agents feel that to maximize productivity and meet the construction schedule, there will be no finger pointing of inefficiencies but instead do our job as commissioning agent to communicate our field observations, installation deficiencies and functional testing results in a cordial and proper manner which will eliminate any adversarial relationships.

Commissioning Effort – This process consists of identifying each piece of equipment in the construction drawings, reviewing the piece of equipment's controllability and maintainability, observing, and documenting the functionality of each piece of equipment and its role in the system it serves and testing its overall performance in the programming and sequence of operation of the Building Automation System. The commissioning agents will physically observe and document the equipment installation and performance, and openly communicate for resolution of deficiencies. Therefore, each piece of equipment is being commissioned during the design, construction, functional testing, off-season testing, occupancy, and warranty phases.

Software - Main Issues Log - Hallberg Engineering has experience in the use of many different construction software formats such as Procore, PlanGrid, Submittal Exchange and Viewpoint One for the distribution of the commissioning issues log. HEI's commissioning agents are experienced with both the latest design concepts and operational methods and are familiar with the many different brands of building automation systems. Each agent is armed with state-of-the-art equipment and resources. The commissioning agents have laptops, software, and investigative tools to achieve the commissioning tasks.

To follow are some of the standalone tools the HEI Commissioning Group owns and uses:

TSI Veloci-Calc Air Velocity Meter
Data Loggers
Fluke Thermometers
Shortridge Air Velocity Hood
Illuminance Meters

TSI Indoor Air Quality Probe with CO
Volt/Amp Meters
Energy Calculator Tool
Energy Modeling Software

FIRM OVERVIEW

Design

Mechanical
Electrical
Plumbing
Technology
LEED®

Commissioning

New Construction
Recommissioning
Existing Systems
Retro-Commissioning
LEED®

Building Analysis

Indoor Air Quality Solutions
Health & Safety Review
Heating Plant Analysis
Swimming Pool Evaluation
Facility Review
Power Distribution Review
Lighting Analysis
Fire Protection Analysis
ASTM Property Condition
Assessments



Established in 1979, Hallberg Engineering, Inc. (HEI) is a consulting engineering firm specializing in mechanical, electrical, and technology systems design, commissioning, and building analysis. Our versatile staff provides various mechanical and electrical services including pre-design studies, early schematic planning and budgeting with the client, timely design development of the project, thorough construction documents, and comprehensive construction administration with post-occupancy evaluation.

HEI has 40 years of experience providing consulting engineering services and over 20 years of experience providing commissioning services to K-12 schools in Minnesota. HEI's Commissioning Group has commissioned more than 150 education facilities since the group's inception in 1998.

Our commissioning group verifies that a project was constructed per the design intent and the building performs per the owner's project requirements and the designer's basis of design.

HEI originated with a focus on providing mechanical services for K-12 education facilities. Throughout the years, we have expanded our engineering services, but our established reputation in the education sector has continued and has allowed us to have worked with over half of all Minnesota school districts. Our history has provided us with the knowledge and the relationships that are necessary to successfully execute the needs of not only our K-12 clients, but our clients in all markets.

We have earned a reputation for listening and responsiveness, for honesty and professionalism, and for delivering proven, functional engineering solutions. With the combination of our firm expertise and our focus on exceptional customer service, it is our promise to provide every client with the utmost in integrity, commitment, and quality of service.

HEI is a Small and Minority Business Enterprise (S/MBE).



COMMISSIONING

Commissioning Services

LEED® Construction
 Passive House (Passivhaus)
 Minnesota Sustainable
 Building Guidelines (MSBG)
 ASHRAE Commissioning
 Requirements
 Army National Guard Military
 Construction

Systems Typically Commissioned

HVAC Systems
 Building Automation Systems
 Laboratory Systems
 Humidification Systems
 Electrical Power and UPS
 Lighting Control Systems
 Emergency Power Systems
 Life Safety Systems
 Data Center Systems

Since its inception in 1998, the HEI Commissioning Group has commissioned mechanical and electrical systems for hundreds of buildings including those for K-12 schools, higher education, retail, government, and private industry facilities. The commissioning group has successfully completed recommissioning projects and custom efficiency studies funded by utility companies which included a team of energy experts comprised of HEI engineering staff, sub-consultants, and subcontractors.

Commissioning is a quality assurance procedure applied to building construction throughout the entire process of a project including planning, design, construction, and operation. It is a systematic, documented, and collaborative process including inspection, testing, and training. Commissioning ensures that building systems work as intended by the original design intent and provides for reduced operation and maintenance costs, energy savings, and improved indoor air quality.

The HEI Commissioning Group's goal is to provide the owner with smoother building turnover, improved building performance, reduced contractor callbacks, and a safe, healthy facility for all building occupants. Commissioning is not an exercise in "finger pointing" – we believe in a harmonious process to provide the desired results for all stakeholders. A project is successful only if each task of the commissioning plan was accomplished per the design intent and the owner received a building that performs per the owner's project requirements and designer's basis of design.

HEI is a member of the Building Commissioning Association (BCA) and the AABC Commissioning Group (ACG), and our HVAC commissioning agents are certified ACG Commissioning Authorities (CxA), which demonstrates the CxA's education, knowledge, and technical expertise in the commissioning process.

HEI is also a member of the U.S. Green Building Council and has several LEED® Accredited Professionals (AP) among its staff. Members of HEI's commissioning staff are also members of the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE).



B3 COMMISSIONING EXPERIENCE

Below is a non-comprehensive list of B3 projects the Hallberg Engineering commissioning team has commissioned:

- Chisholm Public Safety Building - Chisholm, MN
- City of Minneapolis Emergency Operations Training Facility – Minneapolis, MN
- City of Virginia Regional Public Safety Center and Training Facility – Virginia, MN
- Cottage Grove Hero Center – Cottage Grove, MN
- City of Dilworth New Fire Station - Dilworth, MN
- Fond Du Lac Tribal and Community College New Library and Cultural Center Addition – Cloquet, MN
- Hennepin County Brooklyn Park Library – Brooklyn Park, MN
- Hennepin County Eden Prairie Library – Eden Prairie, MN
- South Regional Service Center – Minneapolis, MN
- Hennepin County Northeast Library – Minneapolis, MN
- Hennepin County Walker Library – Minneapolis, MN
- Hennepin County Webber Park Library – Minneapolis, MN
- Hormel Institute Medical Research Facility – Austin, MN
- Krungthep Thai Restaurant – St. Paul, MN
- Lake Superior College Academic & Student Services Addition – Duluth, MN
- Metropolitan State University Science Education Center – St. Paul, MN
- Minnesota Army National Guard Armory – Owatonna, MN
- Minnesota Army National Guard Armory – Pine City, MN
- Minnesota DNR Lanesboro Fish Hatchery – Lanesboro, MN
- Minnesota DNR Glenwood Area Office Facility – Glenwood, MN
- Minnesota DNR New Area Offices at Rice Lake State Park – Owatonna, MN
- Minnesota DNR Cascade Lake Park Pavilion – Rochester, MN
- North Hennepin Community College Bioscience & Health Services Center – Brooklyn Park, MN
- Scott County Intensive Residential Treatment Services – Savage, MN
- Second Harvest Heartland – Brooklyn Park, MN
- Split Rock Lighthouse – Two Harbors, MN
- St. Cloud Armory – St. Cloud, MN
- St. Cloud State University Eastman Hall – St. Cloud, MN
- University of Minnesota Duluth Labovitz School of Business & Economics and Campus Utility Building – Duluth, MN
- University of Minnesota Duluth New Civil Engineering Building – Duluth, MN
- University of Minnesota Duluth Sports and Health Center – Duluth, MN
- Washington County New Hardwood Creek Public Library and Service Center – Forest Lake, MN

FEATURED PROJECT EXPERIENCE

SHERBURNE COUNTY

GOVERNMENT CENTER EXPANSION AND RENOVATION – Elk River, MN

Square Feet: 98,000 New / 125,000 Renovation

Completed: 2019

Contact: Steve Taylor, Sherburne County Administrator, steve.taylor@co.sherburne.mn.us

Project Team: Mike Jones – Project Manager; John Parks – Lead Commissioning Agent, Nick Cierzan – Commissioning Agent

Project Description: Sherburne County Government Center recently had a renovation project that included 98,000 square feet of new construction and approximately 125,000 square feet of renovation. The HEI commissioning team provided commissioning services for all HVAC, building automation systems, plumbing and fire protection systems and electrical systems.

MNDOT

MENDOTA HEIGHTS TRUCK STATION – Mendota Heights, MN

Square Feet: 16,800 additions

Completed: Current 2023

Contact: Wendy Kufner, Project Manager, MNDOT, 651-366-3564

Project Team: John Parks/Nick Cierzan – Project Manager; Patrick Schaefer – Commissioning Agent, Kelly Delaney – Commissioning Agent; Jeff Hauswirth – Commissioning Agent

Project Description: HEI is performing commissioning services for this project which featured a warm storage garage, drive through manual wash bay, and office space.

EDEN PRAIRIE TRUCK STATION – Eden Prairie, MN

Square Feet: 21,000 additions

Completed: Current 2023

Contact: Brian Ivers, Architect, LEED AP, MNDOT, Brian.Ivers@state.mn.us

Project Team: John Parks/Nick Cierzan – Project Manager; Patrick Schaefer – Commissioning Agent, Kelly Delaney – Commissioning Agent; Jeff Hauswirth – Commissioning Agent

Project Description: HEI is performing commissioning services for this project which featured a warm storage garage and two truck wash bays as well as an office space.

CITY OF COTTAGE GROVE, MN

HERO CENTER (Health & Emergency Response Occupations) – Cottage Grove, MN

Square Feet: 47,000

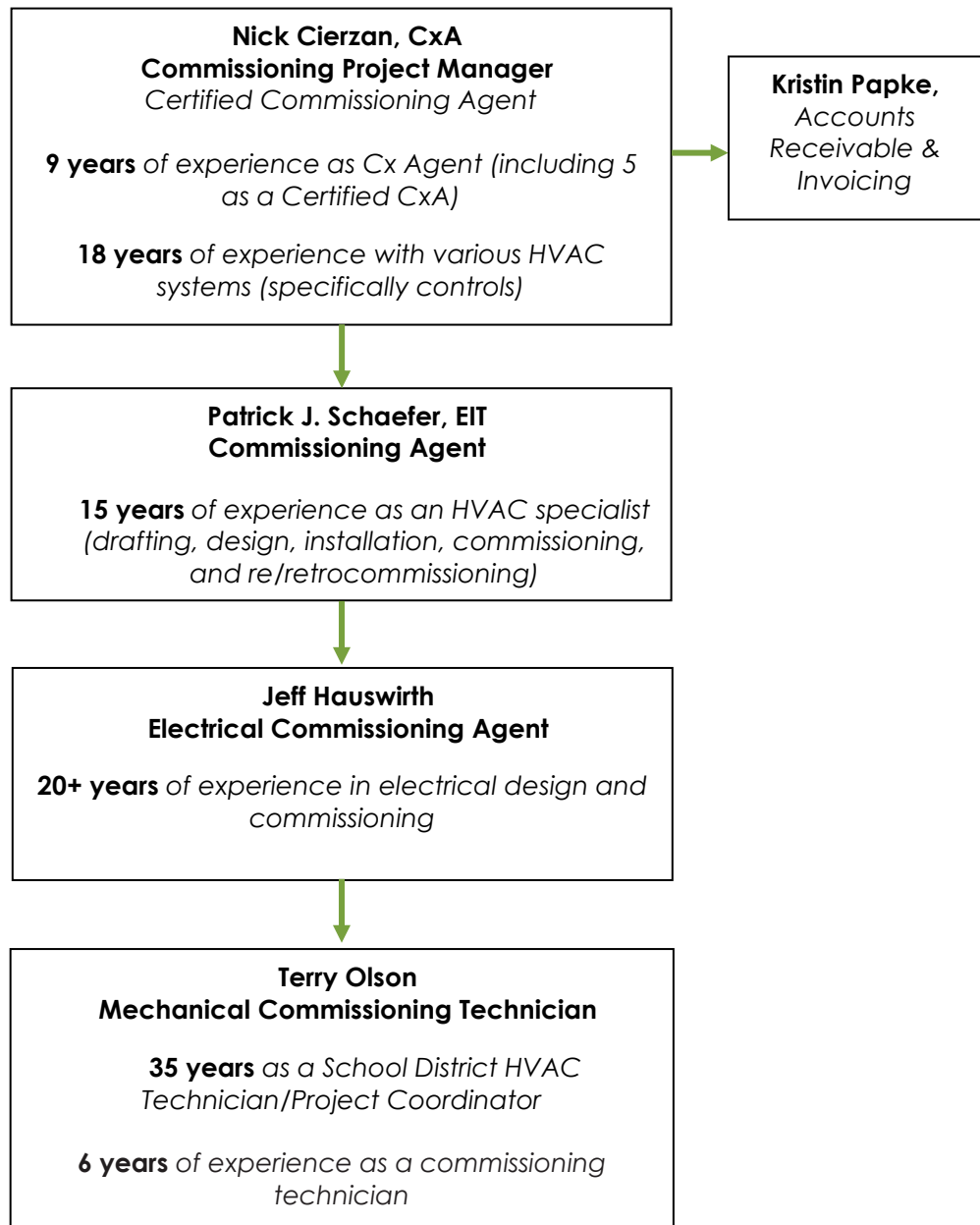
Completed: 2020

Contact: Jennifer Levitt, Community Development Director, jlevitt@cottage-grove.org

Project Team: Mike Jones – Project Manager; John Parks – Lead Commissioning Agent, Terry Olson – Commissioning Technician; Jeff Hauswirth – Electrical Commissioning Technician.

Project Description: The Hero Center is a state-of-the-art immersive training center for police, fire, and emergency medical services. One important feature of the integrated facility is that it is built for all first responders. With the new center, police officers, firefighters, paramedics, and EMT's will be able to practice hands-on skills in real-life scenarios, utilizing the tools and skills they need to do their jobs. HEI provided commissioning services during the Design, Construction and Verification and Acceptances Phases of this project.

PROPOSED PROJECT TEAM





PROFESSIONAL PROFILE

Certifications

ACG Certified
Commissioning Authority
(CxA)

Education

Bachelor of Science,
Computer Network
Engineering, St. Cloud State
University 2002

NICK CIERZAN, CxA

Commissioning Project Manager

Mr. Cierzan joined Hallberg in 2015 and holds a Bachelor of Science in Computer Network Engineering. Prior to Hallberg, Mr. Cierzan was a controls Technician and Project Manager for 9 years, specializing in control of HVAC systems and BAS integration. Nick took over as Commissioning Department Manager and Project Manager in Spring of 2023.

GOVERNMENT COMMISSIONING PROJECT EXPERIENCE

- Blue Earth County Building
- Chisholm Public Safety Building
- City of Burnsville New Fire Station
- City of Cottage Grove HERO Center
- City of Lino Lakes New Fire Station
- Hormel Institute/International Center of Research and Technology Expansion – Austin, MN
- Hormel Nature Center – Austin, MN
- Mayo Civic Center Convention Center Expansion – Rochester, MN
- MN Army National Guard
 - St. Cloud Armory – St. Cloud, MN
 - Stillwater Readiness Center – Stillwater, MN
- MN DNR
 - Glenwood Office Building
 - Lanseboro Fish Hatchery
- MNDOT
 - Clearwater Truck Station
 - Eden Prairie Truck Station
 - Jordan Truck Station
 - Mendota Heights Truck Station
- ND National Guard
 - Readiness Center
 - Vehicle Maintenance Shop
- Sherburne County Government Center
- Webber Park Library Additional Services – Minneapolis, MN
- Westonka Library Pre-Design
- Wright County Justice Center



PROFESSIONAL PROFILE

Education

Bachelor of Science in
Mechanical Engineering,
University of Minnesota-
Duluth

Projects with a "" were
completed at another firm*

PATRICK J. SCHAEFER, EIT

Commissioning Agent

Mr. Schaefer joined Hallberg Engineering in 2023 as a Commissioning Agent. He brings over 15 years of experience in all facets of HVAC including drafting, design, installation, commissioning, and recommissioning. He has commissioned buildings in many markets including K-12, Higher Education, Healthcare, Government, and other commercial buildings.

GOVERNMENT COMMISSIONING PROJECT EXPERIENCE

- Bielenberg Fieldhouse Commissioning, Measurement, Verification - Woodbury, MN (MN B3 Project)*
- City of St. Paul Fire Station
- Minnesota State Capitol Complex - St. Paul, MN*
- MNDOT Truck Stations
 - Clearwater
 - Eden Prairie
 - Jordan
 - Mendota Heights
- Roseville Fire Station - Roseville, MN*

COMMERCIAL COMMISSIONING PROJECT EXPERIENCE

- House of Hope Presbyterian Church
- Margaret A. Cargill Philanthropies Office Renovation, Expansion, and Commissioning - Eden Prairie, MN*
- Minneapolis-St. Paul Airport - Hennepin County, MN*
 - Baggage Claim Terminal 1
 - SEND Project Construction Administration/ Commissioning
 - NCTR Prep Project Construction Administration/ Commissioning
 - NCTR Project Construction Administration/ Commissioning
 - IMACS Project Phase 13 Construction Administration and Commissioning
- Salon Lofts
 - Chicago, IL
 - Hampton, GA
 - Houston, TX
 - Sarasota, FL



PROFESSIONAL PROFILE

Certifications

IESNA Lighting
Certification

Professional Affiliations

Twin Cities Healthcare
Engineering Association
(TCHEA)

Building Commissioning
Association (BCA)
(Corporate Membership)

National Council of
Examiners for Engineering
and Surveying (NCEES)

National Fire
Protection
Association (NFPA)

Education

Hamline University, 1987

JEFF HAUSWIRTH

Senior Electrical Designer/Commissioning Agent

Mr. Hauswirth has over 30 years of design and commissioning experience. He has expertise in all facets of the electrical design industry, lighting design, power, distribution, and commissioning including educational facilities, health/medical field, industrial, community centers, roadway lighting, municipalities, and sport centers.

GOVERNMENT COMMISSIONING EXPERIENCE

- Blue Earth County Building Addition & Renovation
- City of Cottage Grove Hero Center
- Hennepin County Audits
- MN National Guard Vehicle Maintenance Shop
- St. Cloud National Guard Armory
- Wadena MN National Guard Armory
- Wright County Justice Center

OTHER COMMISSIONING EXPERIENCE

- Atria Corporate Center Assessment
- Byron Public Schools
- Eden Prairie Library Renovation
- Karner Blue, ISD 916
- Krungthep Thai Restaurant
- Linwood Monroe Arts Plus Upper Campus Renovation
- Robbinsdale Schools
 - Northport Elementary
 - Olsen Elementary
 - Plymouth Middle School
- Rochester Parking Ramp #6
- Rochester Public Schools
 - Hoover Elementary
- Second Harvest Heartland New Distribution Center
- St. Jude Medical (Abbott)
 - Alajuela, Costa Rica
 - Plymouth, MN
- St. Paul Public Schools
 - Humboldt High School
 - Como Park High School
- Uline Shipping Specialist – Pleasant Prairie, WI
- University of Iowa, Lighting Controls Athletic Facilities
- University of Mary, School of Engineering
- University of St. Thomas - 1st and 2nd Year Housing (LEED Enhanced)
- Wadena Wellness Center
- Whitewater Business Center Assessment



PROFESSIONAL PROFILE

Professional Affiliations

Minnesota Educational
Facilities Management
Professionals (MASMS)

Building Commissioning
Association (Corporate
Membership)

Association of Facilities
Engineering (AFE)

TERRY OLSON

Commissioning Department Technician

Mr. Olson joined Hallberg in 2018 and has over 34 years as a School District HVAC Technician/Project Coordinator. On top of the work listed below, Terry has done commissioning for over 30 different Minnesota school districts including new builds and addition and renovations of not only classrooms, but school kitchens, gymnasiums, nurses' offices, and all aspects of the school building.

GOVERNMENT COMMISSIONING PROJECT EXPERIENCE

- 428 Minnesota Street Workspace
- 934th Airlift Wing Building 709 Remodel & Addition
- Blue Earth County Building Addition and Renovation
- Blue Lake Waste Water Treatment Plant
- Chisholm Public Safety Building
- City of Cottage Grove HERO Center
- City of Fairmont New Public Works Facility
- Fort Snelling National Cemetery
- Hennepin County
 - Facilities Audit
 - Property Assessments
- Maple Grove Community Center
- Mill City Clinic Landlord Design
- MN DNR Lanesboro Fish Hatchery
- MN National Guard Vehicle Maintenance Shop
- Minnesota Veterans Home Silver Bay
- ND National Guard Fargo Readiness Center
- Rochester Cascade Lake Park
- Rochester Public Transit
 - Bus Garage Addition
 - Rochester Parking Ramp #6
- Savage Intensive Residential Treatment Services
- Sherburne County Government Center
- Wright County Justice Center

Building Envelope Consulting Services Proposal



PREPARED FOR

Patrick Sims
Project Executive
Adolfson & Peterson Construction

PROJECT

Hibbing Public Safety Building | Hibbing, MN
P0100056132
Project # 24475-1

10.1.2024

Patrick Sims
Project Executive
Adolfson & Peterson Construction
408 West Superior Street
Duluth, MN 55802

RE: BUILDING ENVELOPE CONSULTING SERVICES PROPOSAL

Hibbing Public Safety Building | Hibbing, MN Project # 24475-1

Dear Patrick:

Lerch Bates (LB) is pleased to submit this building envelope consulting services proposal for the Hibbing Public Safety Building project in Hibbing, MN. LB's proposal has been prepared based on our preliminary review of the provided project documents, MNB3 enclosure consulting requirements, and our experience providing these services on public safety buildings in Northern Minnesota.

The project consists of a new 2-story, 65,292 SF addition to the existing Hibbing Public Works Building. The new addition will provide lower-level indoor parking and storage; and the first and second levels will house fire, police and EMS departments under one roof for collaboration and efficiencies in responses to the community. The integration of multiple façade materials, presence of an occupied rooftop patio and intended use of the facility all merit an elevated quality assurance program to ensure a high-performing facility is delivered to the Owner. LB's proposal includes BECx services to aid the team in meeting the project's targeted sustainability and quality assurance goals in general accordance with the following documents enclosure commissioning and consulting requirements: **MN B3 Guideline 1.2: Moisture & Water Control**. As a firm that specializes in building enclosure systems, LB is well positioned to assist you in this capacity.

Thank you for the opportunity to submit a proposal for these services. Please contact our office should you have any questions or require any additional information. We look forward to working with your team.

Sincerely,
Lerch Bates



Ryan Krug
National Practice Lead – Enclosure Design & Consulting Group

MM:RRK:mm

Proposal Summary & Fees

DESIGN DEVELOPMENT PHASE

Per the Posted Scope provided, MN B3 I.2 Moisture and Water Control Hygrothermal Analysis and Qualitative Moisture Analysis worksheets are to be completed by the Design Team.

DESIGN PHASE REVIEW

\$19,600

- LB will conduct two (2) technical peer review of the architectural construction set of drawings and specifications manual for the building envelope (air, water, thermal, and vapor control layers) materials, assemblies and systems.
 - One 50% DD Phase.
 - One 100% CD Phase
- LB will provide a written report with drawing redline attachment (prepared via BlueBeam) for the review summarizing our analysis with recommendations for correction, addition, modification, or clarification to the project team.
- LB utilizes both “recommendations” and “considerations” in performing its design reviews. “Recommendations” are those items that LB believes should be implemented by the design team to mitigate the risk of building envelope deficiencies and performance issues. “Considerations” are those items that LB believes would enhance the performance of the building envelope systems and should be considered by the design team.
- If requested, LB will participate in one design review meeting with the project team following each review for the purpose of discussing LB’s analysis and recommendations. LB’s proposal assumes this meeting will be held virtually.

BECX PLAN AND SPECIFICATIONS

\$3,600

- LB will participate in one meeting/teleconference with the project team to establish goals and responsibilities for the BECx program.
- LB will develop and maintain an enclosure commissioning specification section for inclusion in the overall commissioning documents after the goals for the BECx program have been defined. Key components of the plan and specifications will include:
 - General Project Information.
 - Overview and Scope of the Enclosure Commissioning Requirements.
 - Commissioning Protocols and Communications.
 - Commissioning Process, including Team Responsibilities.
 - Commissioning Documentation and Appendices.
 - Building Envelope Testing requirements.

PRECONSTRUCTION TRAINING SEMINAR VERIFICATION \$2,475

- LB will attend, observe, and document systems training for enclosure contractors and construction managers, focused on proper installation methods for air and water barrier continuity.
- The seminar will be up to 4 hours in length.
- The seminar will outline the deficient and non-compliant items typically found on similar types of construction, the resultant damages from such conditions, proper methods for installation/detailing, and the importance of such methods.
- The seminar produces a focal point for the quality assurance observation and performance testing work that will be conducted by LB and provides the construction team with the front-end knowledge to understand how and where failures in the building envelope typically occur.
- The seminar will be developed by others specifically for the project based on review of the plans, specifications manual.
- LB's proposal assumes that this seminar will be held on-site in Hibbing, MN.

SHOP DRAWING & SUBMITTAL REVIEW \$6,575

- LB will perform one technical review of sub-contractor shop drawing/submittal packages relevant to the building enclosure systems. Typically, LB anticipates enclosure systems to be reviewed to include:
 - Exterior Cladding(s)
 - Air/Weather Barriers
 - Joints & Sealants
 - Roofing System(s)
 - Above- and/or Below-Grade Waterproofing
 - Curtain Wall/Storefront
- The primary intent of each review will be to verify conformance with contract documents and facilitate a performance review of materials to be installed. Review comments will be placed directly on the submittal via BlueBeam.
- *If circumstances arise which could extend the cost of the shop drawing & submittal review services beyond the original estimate, LB will contact the client to discuss those circumstances and provide an update on the status of the ongoing reviews.*

QUALITY CONTROL CHECKLISTS \$1,525

- LB will review QC checklists for primary building envelope systems provided by others.

QUALITY ASSURANCE OBSERVATIONS \$28,400

- LB will conduct eight (8) quality assurance observations of the work in progress as it relates to the building envelope systems.
 - Lerch Bates assumes day trips to Hibbing, meeting with the team at approximately 11:00 for a site walk.
- LB will prepare and submit one report to the project team within three business days of each observation. The reports will:
 - Identify compliant construction installations.
 - Identify areas requiring corrective action or attention.
 - Provide recommendations for corrective action by the general contractor and/or subcontractors.
 - Provide recommendations for additional detail or direction by the design professionals

PHASE 150: ISSUES TRACKING & CONSTRUCTION ADMINISTRATION **\$3,500**

- Coordination with project team and maintenance of issues tracking log
- Ongoing review of construction and testing schedules/reports
- Lerch Bates will work with the design and construction teams to develop an issues log in a mutually agreed upon format. Maintenance and response (close out) are by others as Lerch Bates cannot accept or approve work.
- LB will coordination with project team to progress and address items in the issues log.

CONSTRUCTION CLOSEOUT PHASE

BUILDING SYSTEMS MANUAL & TRAINING SESSION **\$4,075**

1. LB will participate in one building training seminar related to primary building enclosure materials, components, systems, and assemblies. LB will document the training seminar topics and attendees. The CxA shall review all training materials prior to actual training sessions. This proposal assumes participation/attendance in a one training meeting to be held via teleconference, or on-site in conjunction with another contracted mobilization.
2. LB will provide the CxA with completed Building Envelope Systems Manual within 14 days after completion of Operating Personnel Training.

FINAL BECx REPORT & CLOSEOUT DOCUMENTATION **\$2,250**

1. LB will provide Final BECx Report to include a compilation of LB's review and testing reports and documentation of warranty period activities provided by Adolfson & Peterson Construction.

SUBSTANTIAL COMPLETION & FINAL COMPLETION WALK THRU **\$6,450**

1. LB will participate in two (2) substantial completion walk thru with the Design Team.
2. LB will record drawing review, Owner's training, and project commissioning plan feedback/comments for substantial and final completion walk thru visits.

10-MONTH QUALITY ASSURANCE SITE VISIT

10-MONTH QUALITY ASSURANCE SITE VISIT **\$4,200**

1. LB will review performance of the building enclosure 10 months after substantial completion and will provide recommendations relating to the findings of this review.
2. LB will update the BECx report and systems manual accordingly.

TOTAL PROPOSED FEE **\$82,650**

Please note that the above services align with requirements outlined within MNB3, and quantities have been prepared based upon our experience on similar projects. If necessary, we welcome the opportunity to discuss this proposal to better align with your expectations for these services.

Additionally, LB self-performs enclosure field performance testing services utilizing local equipment and consultants. Once testing requirements for the project are established, we welcome the opportunity to provide pricing for self-performing those services in lieu of witnessing testing by others.

Add/Alternate Services

MN B3 Guideline 1.2: Moisture & Water Control, C. Moisture-Safe Construction, 1. Whole-Building Air Tightness Test:

AIR BARRIER TESTING

- Air barrier test plan development
- Plan and building preparation conference call
- Building preparation verification
- Pre-test meeting with client and owner (concurrent with air barrier testing)
- Air barrier performance testing
- Immediate data analysis and results
- Infrared thermography diagnostics
- Supplemental smoke diagnostics (if requested/necessary)
- Final report

FIELD PERFORMANCE TEST WITNESSING

- Section 4.2 and 4.3 of AAMA 502-08/section 4.1 and 5.2 of AAMA 503-08 requires air infiltration testing and water penetration and water spray testing in accordance with ASTM E 783 and ASTM E 1105. LB can perform in accordance with the following recognized ASTM test standards:
 - ASTM E783: Standard Test Method for Field Measurement of Air Leakage through Installed Exterior Windows and Doors
 - ASTM E1105: Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls, and Doors by Uniform or Cyclic Static Air Pressure Difference
 - AAMA 501.2: Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems

Exclusions & Clarifications

DESIGN REVIEW

- The intent of the Design Phase review is not for LB to create or issue details for conditions or areas where potentially none have been provided by the primary design professional(s). We will provide comments and recommendations for details or conditions if they are not provided.
- The plan and specification review are not intended to be a complete code-compliant review; rather, it is intended to determine areas that need clarification for the purpose of construction of the building envelope systems to meet the project requirements. It is the design professional(s) responsibility to ensure that all applicable codes are met.

BECX PLAN & SPECIFICATIONS

- LB's proposal allots ten hours of time towards the maintenance of BECx documents.
- LB will develop and maintain an enclosure commissioning plan and specification section for inclusion in the overall commissioning documents after the goals for the BECx program have been defined.

Key components of the plan and specifications will include:

- General Project Information
- Overview and Scope of the Enclosure Commissioning Requirements
- Commissioning Protocols and Communications
- Commissioning Process, including Team Responsibilities
- Commissioning Documentation and Appendices
- Testing and Inspection Plans and Forms

BECX FORMS

- LB will obtain shop drawings, submittals, and O&M information for use in preparing pre-functional checklists and functional test procedures as required in the specification. This does not constitute a technical review of the same.
- Because systems commissioned in the BECx program are passive, static systems, providing a Building Operations Manual, Maintenance Materials, and Training is not typically included in BECx. These items identified in the draft OPR are excluded.

BECX/PRE-CONSTRUCTION TRAINING SEMINAR

- LB's proposal assumes training materials will be distributed in electronic format to the client and is not responsible for providing hard copies to all attendees.
- Reserving of a meeting location, invitations, and confirmation of attendance of sub-contractors and other desired attendees at the training seminar is the responsibility of the general contractor.

SHOP DRAWING & SUBMITTAL REVIEW

- Shop drawings and submittals will be reviewed as whole packages; if an online workflow system is to be utilized, the system and process may increase level of effort to perform reviews and our services will be repriced accordingly.

QUALITY ASSURANCE OBSERVATIONS

- The quality assurance observations are intended to help align contractor efforts with the client's objectives, design intent, and the industry standard of care.

- It is not practical for LB to observe 100-percent of all conditions present due the part-time nature of our quality assurance observations.
- The intent of our quality assurance observations and subsequent reports should not be construed as a detailed punch-list on a unit-by-unit basis or as quality control.
- It is beyond the scope of our services to visually verify that all corrections have been made. LB will review corrected work on visually observed items but cannot comment on work that has been covered by subsequent construction.
- Phase 145: Quality Assurance Observation services do not include development and maintenance of an Issues Log. If an Issue Log is required or LB is expected to close out punch list items as reported on during on-site observations, additional fees will be incurred.
- Our observations should not replace any required or recommended engineering observations and inspections by the primary design professionals to ensure compliance with their plans and specifications. Furthermore, our observations are not intended to replace the observations and inspections required by the authority having jurisdiction.

PHASE 150: ISSUES TRACKING & CONSTRUCTION ADMINISTRATION

- LB will assist in updating the issues tracking log but is not responsible for closing out punch list items.
- Should LB be expected to close out punch list items as reported on during on-site observations, additional fees will be incurred.

PHASE 155: 10-MONTH QUALITY ASSURANCE SITE VISIT

- LB's proposal assumes that access to all raised areas will be provided by others (lifts, scaffolding, etc.)