HIBBING CITY COUNCIL
Regular Meeting
Wednesday, September 17, 2025
5:00 PM

Councilor Chris Whitney	City Administrator Greg Pruszinske
Councilor Justin Fosso	City Clerk-Dep Admin Candie Seppala
Councilor John Schweiberger	Finance Dir - Treasurer Sheena Mulner
Councilor James Bayliss	City Attorney Andy Borland
Councilor Jay Hildenbrand	Chief of Police Steve Estey
Councilor Jennifer Hoffman Saccoman	City Engineer Jesse Story
Mayor Pete Hyduke	

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADD: YOUTH ACADEMY GRADUATES
   ADD: OATH OF OFFICES
   ADD: CONSENT AGENDA - Item #3, #17, & #18
   ADD: BIDS & QUOTES Item #1c

IV. APPROVAL OF THE AGENDA:

V. YOUTH ACADEMY GRADUATES:

1. Kinley Kane
   Asher Maki
   Trevor McCollor
   Victoria McCollor
   Emma Nuzum-Axtell

VI. OATH OF OFFICE:

1. Officer Cody Anderson
   Officer Tiffany Sailstad
   Officer Jeremiah Ennen
   Commander Tim Stauty

VII. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of September 3, 2025

2. Approve the Minutes of the Hibbing City Council Workshop of September 3, 2025

3. Approve the minutes of the Hibbing City Council Special Meeting for September 10, 2025

VIII. CONSENT AGENDA:

1. Approve Accounts Payable dated September 5, 2025, check #180932, in the amount of $431,756.68

2. Approve Accounts Payable dated September 11, 2025, checks #180933-181023 and drafts, in the amount of $2,306,297.26

3. Approve Accounts Payable dated September 16, 2025, check #181024 and one draft, totaling $466,990.77

4. Approve City Payroll ending 9/5/2025 in the amount of $660,240.53

5. Set the Truth-n-Taxation Meeting for December 3, 2026, at 6:00 pm following the workshop meeting

6. Approve the renewal of the 2026 BCBS Group Medicare plans for post-65 retirees.

7. Authorize the promotion of Ronald Dycus to Sergeant II effective September 20, 2025.

8. Accept and place on file the Hibbing Police Department Activity Report for August, 2025

9. Approve the Special Event Permit Application of the Hibbing Fire Derpartment for their Open House on Saturday, September 27, 2025 at the Fire Hall

10. Approve resolution #25-09-06 Accepting bid for Paid Family Medical Leave Private Plan.

11. Authorize the hire of Stefani Maki for the Temporary Animal Care Attendant position pending pre-employment contingencies.

12. Approve the advancement of Cody Loewen to Captain II with the Hibbing Police Department effective September 18, 2025.

13. Approve revised comments SUPPORTING A SITE-SPECIFIC SULFATE STANDARD FOR U.S. STEEL KEETAC and authorize the Mayor to sign the letter on behalf of the city.

14. Approve the letter of support for Hibbing HRA's Repositioning Plan for: Park Terrace, First Avenue, and 7th Avenue Apartments and authorize the Mayor to sign.

15. Approve the Temporary On-Sale Liquor License of the MN Deer Hunters Association to have Valentini's Supper Club dispense alcohol at the Hibbing Memorial Building on Wednesday, October 1, 2025

16. Approve the 2025 Massage Therapy License of Bethany Szweduik, Aspen Massage LLC, 2602 1st Ave, Hibbing
    Massage Permit #001372

17. Approve the contract with Bay West for hazardous material removal in the amount

of $6,940 at the Central Range Public Works Facility.

18. Approve the agreement with Live Barn to allow for streaming services of sporting events at the Hibbing Memorial Arena.

19. Set the next Hibbing City Council Meeting for Wednesday, October 1, 2025 in the City Hall Council Chamber

20. Set the next City Council Workshop for Wednesday, October 1, 2025 following the Hibbing City Council Meeting at 5:00 p.m.

IX. PUBLIC FORUM:

X. DEPARTMENT AND COMMITTEE REPORTS:

1. <u>Community Development Director Betsy Olivanti</u>

a. Approve RES-25-09-07 AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR 507 E HOWARD STREET

b. Approve RES-25-09-08 AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR FAIRVIEW RANGE HOSPITAL AT 750 East 34th Street, Hibbing, Minnesota 55746

c. Approve RES-25-09-09 REQUESTING AN EASEMENT ON CERTAIN PARCELS FROM THE HIBBING PUBLIC UTILITY FOR THE PURPOSE OF CONSTRUCTING A PUBLIC ACCESS ROAD TO SUPPORT THE HRA OF HIBBING'S DEVELOPMENT OF COBB COOK PLACE AND MISSABE MANOR

2. <u>Finance Director-Treasurer Sheena Mulner</u>

a. Offer Resolution No. 25-09-10 regarding the issuance of general obligation sales tax revenue bonds, series 2025A

b. Offer Resolution No. 25-09-11 approving the preliminary budget and levy for taxes payable in 2026

3. <u>Pat Green</u>

a. Approve a Conditional Use Permit request of Red Rock Hotel & Suites to allow for the installation of a new 6 ft. by 12 ft. double-sided electronic sign in the C-3, Highway Service Commercial District, and the Hibbing City Code of Ordinances, which is permitted only with a Conditional Use Permit on the subject property, 1402 East Howard St., Hibbing, MN 55746.

XI. BIDS AND QUOTES:

1. **City Clerk-Deputy Administrator Candie Seppala**

   a. Approve the quote for 100 300-gallon dumpsters from Snyder Refuse in the amount of $42,800

   b. Approve the quote for 427 95-gallon refuse carts from Macqueen Equipment in the amount of $34,044

   c. Approve the quotes from Insight for the multi-department computers, monitors, and docking stations in the amount of $177,417.23

2. **City Services Director Nick Arola**

   a. Public Safety Building - Envelope Performance Testing

   b. Public Safety Building Special Inspections - Phase 2

   c. Approve the quote for installation of the surveillance system and access control system for the Hibbing Public Safety building.

3. **Chief of Police Steve Estey**

a. Approve the purchase of a 2025 Ford Explorer from McGovern in the amount of $47,091. This squad is currently in stock and ready for delivery. The state bid on this squad is $46,902, but is not available and would need to be ordered with a lead time of 9–12 months. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

b. Approve the K9 squad unfitting in the amount of $22,200 to Enforcement Lighting. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

4. **Library Director Jill Reini**

   a. Approve the Professional Design Services Proposal for the Hibbing Public Library Tech Center and Toilet Rooms Renovation from Widseth in the amount of $57,000 for Schematic Design, Construction Documents Scope of Services, and Constrtuction and Administrative Services

XII. ADJOURNMENT:

PACKET: 03939 Regular Payments 09/05/25
VENDOR SET: 01
BANK : APB US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005102	SELLMAN BORLAND SIMON PLLC TRUST ACCT							
	I-09/03/25	DOLENCE PROPERTIES COSTS	R	9/05/2025		431,756.68CR	180932	431,756.68

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	431,756.68	431,756.68
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	431,756.68	431,756.68

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Carol Waselk 9-5-25 ck# 180932

PACKET: 03939 Regular Payments 09/05/25
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
406	9/2025	431,756.68CR
ALL		431,756.68CR

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	'WILLARD KOSKI';'							
	I-W KOSKI 8/26/25	';'REFUND'	R	9/11/2025		190.57CR	180933	190.57
005675	ADVANCED MASONRY RESTORATION INC							
	I-PAY APP#6 8/31/25	PAY APP#6 C HALL BLDG RENOV	R	9/11/2025		31,635.00CR	180934	31,635.00
000658	AIRGAS USA, LLC							
	I-5518550385	ACETYLENE/ARGON/HELIUM/02	R	9/11/2025		730.48CR	180935	
	I-5518550575	SMALL OXYGEN	R	9/11/2025		60.04CR	180935	
	I-5518550720	ARGON/ACETYLENE/OXYGEN	R	9/11/2025		182.60CR	180935	
	I-9500923471	ARGON/OXYGEN	R	9/11/2025		2,941.79CR	180935	3,914.91
005235	AMAZON CAPITAL SERVICES, INC.							
	I-139F-VT69-9T4W	BANNERS/TROPHYS/KICKBALL	R	9/11/2025		829.56CR	180936	
	I-1FGT-NQD6-JJX7	LEATHERMAN/KRAFT PAPER/CABLE	R	9/11/2025		246.15CR	180936	
	I-1GP9-3TVC-KKD4	HDMI CABLE	R	9/11/2025		12.98CR	180936	
	I-1JYC-W9CC-DWPR	TAMPER SEALS/SIMULATOR/SKINS	R	9/11/2025		314.84CR	180936	
	I-1XJJ-MW64-6QWL	POPCORN/T PAPER/OIL/COFFEE	R	9/11/2025		353.31CR	180936	
	I-1XJJ-MW64-9WLW	AUTO CRANE CONN/OIL SPILL MAT	R	9/11/2025		908.92CR	180936	2,665.76
005533	AMERICAN EAGLE SECURITY SYSTEMS, INC.							
	I-26518	LITHIUM BATTERY/TRANSM/LIBR	R	9/11/2025		132.50CR	180937	132.50
005736	AP MIDWEST LLC							
	I-BID PACK PAY APP4	BID PACK PAY APP 4	R	9/11/2025		704,084.90CR	180938	704,084.90
003467	AT&T MOBILITY							
	I-287290853786 AUG25	ACT 287290853786 AUG 25	R	9/11/2025		3,747.94CR	180939	
	I-287311447666 AUG25	ACT 287311447666 AUG25	R	9/11/2025		1,450.95CR	180939	5,198.89
001744	BARR ENGINEERING 2							
	I-23692840.00-17	AMGS NEW BLDG ELECTRICAL	R	9/11/2025		4,632.00CR	180940	
	I-23692863.00-15	AMGS CONSTR SUPPT SVCS	R	9/11/2025		2,452.50CR	180940	7,084.50
005758	BEYOND THE YELLOW RIBBON HIBBING CHISHOLM							
	I-2025 DONATION	2025 DONATION	R	9/11/2025		250.00CR	180941	250.00
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-OCT 25 40001	ACT 2007540001 OCT 25	R	9/11/2025		4,933.20CR	180942	4,933.20
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-OCT 25 41000	ACT 1001651141000 OCT 25	R	9/11/2025		22,419.00CR	180943	22,419.00

M Mm 9/11/2025 CK #'S 180933-181023

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002754	BLUE CROSS BLUE SHIELD OF MN AND BLUE PLUS							
	I-OCT 25 80000	ACT 1006210280000 OCT 25	R	9/11/2025		209.00CR	180944	209.00
003626	BLUEJACKET HOCKEY CLUB INC							
	I-25/26 MVP	25/26 MVP SPONSORSHIP	R	9/11/2025		250.00CR	180945	250.00
000136	BRAUN INTERTEC CORP							
	I-B438820	23RD ST RECONSTR PROF SVCS	R	9/11/2025		7,877.50CR	180946	7,877.50
005674	BRUNTON ARCHITECTS, LTD							
	I-24475-1-010	FIXED FEE SVCS THRU 8/31/25	R	9/11/2025		25,749.08CR	180947	25,749.08
000046	CARQUEST AUTO PARTS							
	C-5077-212244	PANEL AIR ELEMENTS	R	9/11/2025		43.30	180948	
	I-5077-211842	OIL FLT/BRAKE PADS/ROTOR	R	9/11/2025		259.58CR	180948	
	I-5077-211874	LUG NUTS	R	9/11/2025		10.48CR	180948	
	I-5077-211901	SYDR FITTING/4G 4FFORX/HOSE	R	9/11/2025		78.93CR	180948	
	I-5077-212047	OIL FLT/OIL	R	9/11/2025		78.62CR	180948	
	I-5077-212107	OIL/FILTERS	R	9/11/2025		96.20CR	180948	
	I-5077-212189	LUBE/SEPARATOR/AIR ELEMENT	R	9/11/2025		254.76CR	180948	
	I-5077-212192	CABIN AIR FILTER	R	9/11/2025		29.58CR	180948	
	I-5077-212205	BRK PAD/FRONTLINE SD	R	9/11/2025		63.82CR	180948	
	I-5077-212217	MAG 1 DEXTR/TRANS ELEMENT	R	9/11/2025		142.55CR	180948	
	I-5077-212247	TRANS SPIN-ON	R	9/11/2025		17.66CR	180948	988.88
003604	CENTURY LINK							
	I-1340 AUG 25	ACT 218-263-1340 AUG 25	R	9/11/2025		131.27CR	180949	
	I-3350 AUG 25	ACT 218-263-3350 AUG 25	R	9/11/2025		202.48CR	180949	333.75
005521	CINTAS CORP							
	I-AUG 2025	AUG 2025 CINTAS	R	9/11/2025		3,375.03CR	180950	3,375.03
001433	CITY OF HIBBING							
	I-SEPT 25 RT/VEBA/AG	SEPT 25 INS/RT VEBA/VEBA/AG	R	9/11/2025		350,483.26CR	180951	350,483.26
000045	COMPUDYNE LLC DBA INTEGRIS LLC							
	I-629888	AUG 2025 MICROSOFT 365	R	9/11/2025		4.00CR	180952	4.00
003331	CRYSTEEL TRUCK EQUIPMENT							
	I-F52847	STAHL SVC BODY	R	9/11/2025		26,933.00CR	180953	26,933.00
003937	CULLIGAN OF NORTHEAST MN-VIRGINIA							
	I-425X02228803	BOTTLED WATER DELIVERED	R	9/11/2025		74.00CR	180954	
	I-425X02235006	BOTTLED WATER/LIBR	R	9/11/2025		64.55CR	180954	
	I-425X02237002	BOTTLED WATER DELIVERED/PW	R	9/11/2025		35.75CR	180954	174.30

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000565	EARL F ANDERSEN, INC							
	I-0140637-IN	STAINLESS STEEL BANDING	R	9/11/2025		425.55CR	180955	425.55
000844	EDWARDS OIL							
	I-IN784239	98.30 GAL PREM OCT UNLD	R	9/11/2025		328.79CR	180956	328.79
000344	EXPRESS PRINT I LTD							
	I-70747HPD	BUSINESS CARDS/PD	R	9/11/2025		171.00CR	180957	171.00
005225	FAIRVIEW RRHS							
	I-HFD083125	RRHS MCKESSON AUG 25	R	9/11/2025		599.46CR	180958	599.46
000026	FORD OF HIBBING							
	C-CM-531236	CR/SCREEN ASY	R	9/11/2025		84.51	180959	
	I-531207	SCREEN ASY/OIL	R	9/11/2025		282.30CR	180959	197.79
005633	FUSIONTECH LLC							
	I-HIBBING-AUGUST2025	TECH SUPPT/PLAN/CONS/PROJECT	R	9/11/2025		13,087.50CR	180960	13,087.50
002863	GARTNER REFRIGERATION COMPANY							
	I-105774	REPAIR DAMAGE AFTER STEAM LEAK	R	9/11/2025		290.00CR	180961	290.00
002914	GENERAL WASTE							
	I-3282	C&D BY TON/2529 3RD AVE W	R	9/11/2025		500.12CR	180962	500.12
000261	GOPHER STATE ONE CALL							
	I-5080472	AUG 2025/EMAIL/VOICE	R	9/11/2025		313.20CR	180963	313.20
001021	GRAINGER PARTS							
	I-9608230877	PEDAL VALVE BONNET ASSEMBLY	R	9/11/2025		38.74CR	180964	
	I-9616559002	INDUSTRIAL HOSE	R	9/11/2025		22.14CR	180964	
	I-9622623479	TRASH BAGS	R	9/11/2025		185.07CR	180964	
	I-9627649909	GEAR OIL	R	9/11/2025		872.98CR	180964	1,118.93
005570	HAWK CONSTRUCTION, INC.							
	I-25-0111	CONSTRUCTION SVCS/CITY HALL	R	9/11/2025		29,592.50CR	180965	29,592.50
000309	HAWKINS INC							
	I-7172131	ALUM SULF LIQUID	R	9/11/2025		8,267.12CR	180966	
	I-7185514	CHLORINE & SULF DIOX CYLS	R	9/11/2025		2,984.21CR	180966	11,251.33
003448	HEIMAN FIRE EQUIPMENT							
	I-0945872-IN	SILVEX PLUS 5 GAL PAILS	R	9/11/2025		1,106.31CR	180967	1,106.31

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003781	HIBBING CHISHOLM GIRLS HOCKEY							
	I-2025 DONATION	2025 DONATION/HBGCHIS GIRLS HK	R	9/11/2025		100.00CR	180968	100.00
005719	HIBBING MUNICIPAL GOLF COURSE LLC							
	I-6 OF 7 2025 SEPT	6 OF 7 SEPT 2025 GOLF COURSE	R	9/11/2025		2,857.14CR	180969	
	I-COMM PMT 9/2/25	COMM PMT/RECEIPTS 8/1-8/31/25	R	9/11/2025		1,582.63CR	180969	4,439.77
003569	HOMETOWNFOCUS.US							
	I-090901	2025 YEARLY SUBSCRIPT/LIBR	R	9/11/2025		53.00CR	180970	53.00
000922	HIBBING PUBLIC ACCESS TELEVISION							
	I-1ST 1/2 SEPT 25	1ST 1/2 SEPT 2025 SVC FEE	R	9/11/2025		3,185.00CR	180971	
	I-2ND 1/2 SEPT 25	2ND 1/2 SEPT 2025 SVC FEE	R	9/11/2025		3,185.00CR	180971	6,370.00
000488	IMPERIALDADE (FRMLY DALCO)							
	I-4413833	2M BLK LO D ROLL	R	9/11/2025		227.22CR	180972	
	I-4419295	FURN POLISH/CLEANER/AEROSOL	R	9/11/2025		594.06CR	180972	
	I-4419296	POLISH/BOWL CLNR/URINAL SCRN	R	9/11/2025		686.75CR	180972	1,508.03
005009	INGRAM LIBRARY SERVICES							
	I-63214373	BOOKS/LABELS/COVERS/JACKETS	R	9/11/2025		1,479.32CR	180973	
	I-63215454	BOOKS/LABELS/COVERS/PROTECTORS	R	9/11/2025		1,070.94CR	180973	
	I-67851475	BOOKS/COVERS/JACKETS	R	9/11/2025		168.41CR	180973	
	I-67851559	BOOKS/LABELS/COVERS/JACKETS	R	9/11/2025		363.79CR	180973	
	I-67855840	SPINE LABELS/PROTECTORS	R	9/11/2025		352.24CR	180973	3,434.70
003574	INNOVATIVE OFFICE SOLUTIONS, LLC FRMLY NBP							
	I-IN4912859	LITHIUM BATT/MAGIC TAPE REFL	R	9/11/2025		103.84CR	180974	
	I-IN4924174	NOTARY STAMP/JOSIE	R	9/11/2025		41.92CR	180974	145.76
004107	INSITUFORM TECHNOLOGIES USA, LLC							
	I-PAYAPP#1 25 SANSEW	PAY APP#1 25 SAN SEW LN PROJ	R	9/11/2025		396,987.34CR	180975	396,987.34
005546	IRON RANGE MANAGEMENT LLC							
	I-09/09/25	HEDA LOAN DRAW #2/1920 4TH AVE	R	9/11/2025		3,524.25CR	180976	3,524.25
001473	IRON RANGE TIRE SERVICE							
	I-36363	P255/60R18 EAGLE ENF	R	9/11/2025		410.20CR	180977	
	I-36379	FLAT REPAIR/TRAILER TIRE	R	9/11/2025		38.50CR	180977	
	I-36411	11R22.5 G GDYR G622RSD TL	R	9/11/2025		2,481.76CR	180977	2,930.46
003599	J&B CONSTRUCTION & ENTERPRISES, LLC							
	I-DB27359	AGRI LIME BASEBALL FIELDS	R	9/11/2025		2,111.72CR	180978	2,111.72

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
002937	JONES & BARTLETT LEARNING LLC							
	I-1168456	NVA FIRE INSPECTOR	R	9/11/2025		239.17CR	180979	239.17
001402	KGM CONTRACTORS							
	I-PAYAPP#2 ZIM RD	PAY APP#2 ZIM RD BRIDGE/FINAL	R	9/11/2025		28,757.56CR	180980	28,757.56
005718	KUTAK ROCK LLP							
	I-3613495	PROF SVCS/DOWNTOWN REDEV	R	9/11/2025		48.00CR	180981	48.00
000285	L & L RENTALS INC							
	I-210604	CORE BITS/DRILL	R	9/11/2025		305.00CR	180982	305.00
000334	L & M FLEET SUPPLY							
	I-HIB-01-10020171	PADLOCK/SHACKLE	R	9/11/2025		34.19CR	180983	
	I-HIB-01-10023285	DISTILLED WATER	R	9/11/2025		1.42CR	180983	
	I-HIB-01-10023427	LIVE WIRE ADJUST NON-CONT	R	9/11/2025		17.09CR	180983	
	I-HIB-01-10023770	KEY BLANK ALL "BULK"	R	9/11/2025		3.40CR	180983	
	I-HIB-01-10023841	LAP LINK/PNTRS TOUCH	R	9/11/2025		20.07CR	180983	
	I-HIB-01-10024280	GROMMET KIT	R	9/11/2025		8.54CR	180983	
	I-HIB-01-10025394	MULCH/GRASS SEED/FERTILIZER	R	9/11/2025		33.11CR	180983	
	I-HIB-01-10026052	PADLOCK/SOUND BLOCKER	R	9/11/2025		29.42CR	180983	
	I-HIB-01-10026246	ADAPTER	R	9/11/2025		19.82CR	180983	
	I-HIB-02-10016821	WHEEL DIAMOND ANGLE	R	9/11/2025		19.94CR	180983	
	I-HIB-02-10017633	COAX NAIL CLIP	R	9/11/2025		4.25CR	180983	
	I-HIB-03-10040277	PREM ABSORBENT/SAW CHAIN	R	9/11/2025		129.13CR	180983	
	I-HIB-03-10040718	DIESEL KLEEN SUPPLEMENT	R	9/11/2025		42.72CR	180983	
	I-HIB-03-10040971	FILE SET/PLUMBERS CAULK	R	9/11/2025		21.82CR	180983	
	I-HIB-04-10033784	WINDSHIELD WASH/FILTRETE	R	9/11/2025		248.44CR	180983	
	I-HIB-04-10034200	GARB BAGS/LITTER/CAT DOG FOOD	R	9/11/2025		241.63CR	180983	
	I-HIB-04-10034716	3600SF OSCILLATOR SPRINKLER	R	9/11/2025		16.14CR	180983	
	I-HIB-04-10034727	SPRING WATER	R	9/11/2025		7.39CR	180983	
	I-HIB-04-10035174	TUBELS TIRE VALVE 2 PK	R	9/11/2025		2.84CR	180983	
	I-HIB-04-10036210	BOLT CUTTER/BULK FASTENERS	R	9/11/2025		96.08CR	180983	
	I-HIB-04-10036217	LOCTITE PL200/SALT CLEAN	R	9/11/2025		423.09CR	180983	
	I-HIB-04-10036226	BRN/GRN 12X12 MED POLY	R	9/11/2025		10.63CR	180983	
	I-HIB-04-10036248	DISTILLED WATER	R	9/11/2025		2.83CR	180983	
	I-HIB-04-10036664	PLUMBERS CAULK	R	9/11/2025		8.53CR	180983	
	I-HIB-04-10036680	VALVE FIP BALL/NIPPLE/OIL	R	9/11/2025		72.47CR	180983	
	I-HIB-04-10037012	PAPER PLATES/HK JT HI TMP	R	9/11/2025		49.28CR	180983	
	I-HIB-04-10038006	SPOONS/COMBO/DIE NPT/NOZZLE	R	9/11/2025		34.15CR	180983	
	I-HIB-04-10038721	SHOP TOWEL/BRITE PITCHER/FILTE	R	9/11/2025		71.68CR	180983	
	I-HIB-04-10039885	SPRING WATER	R	9/11/2025		26.61CR	180983	
	I-HIB-07-10004448	KEY BLANK	R	9/11/2025		1.70CR	180983	
	I-HIB-08-10005882	KEY BLANKS	R	9/11/2025		17.00CR	180983	1,715.41

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	9/11/2025			180984	**VOID**
000166	LAWSON PRODUCTS INC							
	I-9312736126	WASHERS/FLAPWHEELS/PINS/CONNEC	R	9/11/2025		717.94CR	180985	717.94
002751	LOWES HOME CENTERS, INC							
	I-99006569174 AUG25	ACT 99006569174 AUG 25	R	9/11/2025		606.68CR	180986	606.68
000246	MACQUEEN EQUIPMENT INC							
	I-W17268	REEL CABLE REPAIR	R	9/11/2025		1,774.21CR	180987	1,774.21
003109	MARS SUPPLY (AKA W.P. & R.S. MARS)							
	I-30613322	LEATHER DRIVERS GLOVES	R	9/11/2025		252.21CR	180988	252.21
002867	MEDIACOM LLC							
	I-1700 AUG 25	ACT 8384923250001700 AUG 25	R	9/11/2025		157.31CR	180989	157.31
001597	MESABI ANIMAL HOSPITAL, LLC							
	I-246647	ANIMAL CONROL SVCS 8/26/25	R	9/11/2025		1,112.93CR	180990	
	I-246726	ANIMAL CONTROL SVCS 8/28/25	R	9/11/2025		763.00CR	180990	
	I-246873	ANIMAL CONTROL SVCS 9/3/25	R	9/11/2025		471.00CR	180990	
	I-246913	ANIMAL CONTROL SVCS 9/4/25	R	9/11/2025		354.40CR	180990	2,701.33
000881	MESABI TRIBUNE/APG MEDIA OF MN							
	I-1004 AUG 25	ACCT 1004 AUG 25/SIDEWALK REPL	R	9/11/2025		318.42CR	180991	
	I-2920 AUG 25	ACT 2920 AUG 25/PUBL HEARINGS	R	9/11/2025		100.90CR	180991	
	I-522 AUG 25	ACT 500 AUG 25/TIF DISCLOSURE	R	9/11/2025		306.00CR	180991	
	I-689 AUG 25	ACT 689 AUG 25/READING THANKS	R	9/11/2025		500.00CR	180991	1,225.32
000339	METRO SALES INC							
	I-INV2876745	IMC4500 FINANCE COPIER AUG 25	R	9/11/2025		417.64CR	180992	417.64
003847	MICROMARKETING LLC							
	I-988487	CD CASES/UNCD	R	9/11/2025		23.97CR	180993	23.97
000492	MIDWEST TAPE							
	I-507630681	DVD'S	R	9/11/2025		75.21CR	180994	
	I-507663989	DVD	R	9/11/2025		24.74CR	180994	
	I-507664020	DVD	R	9/11/2025		25.49CR	180994	
	I-507664021	DVD	R	9/11/2025		26.99CR	180994	152.43
002965	MIRIAM KERO CONSULTING							
	I-HIB 21 DEED	JEFFERSON REDEV GRANT WRITING	R	9/11/2025		289.69CR	180995	
	I-HIB21 EDA	EDA WEBINAR/GRANT 41ST ST	R	9/11/2025		386.25CR	180995	675.94

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
003173	MN FIRE SERVICE CERTIFICATION BOARD							
	I-14614	FF II EXAM/RETEST/L DEROISSART	R	9/11/2025		206.00CR	180996	206.00
000342	MN POWER							
	I-0002 AUG 25	ACT 0002028250 AUG 25	R	9/11/2025		699.28CR	180997	
	I-0101 AUG 25	ACT 0101028250 AUG 25	R	9/11/2025		647.11CR	180997	
	I-0510 AUG 25	ACT 0510028250 AUG 25	R	9/11/2025		17.66CR	180997	
	I-0512 AUG 25	ACT 0512018250 AUG 25	R	9/11/2025		389.10CR	180997	
	I-0700 AUG 25	ACT 0700028220 AUG 25	R	9/11/2025		729.71CR	180997	
	I-0910 AUG 25	ACT 0910028220 AUG 25	R	9/11/2025		34.53CR	180997	
	I-2166 AUG 25	ACT 2166810000 AUG 25	R	9/11/2025		903.30CR	180997	
	I-2320 AUG 25	ACT 2320120000 AUG 25	R	9/11/2025		906.26CR	180997	
	I-3320 AUG 25	ACT 3320120000 AUG 25	R	9/11/2025		819.81CR	180997	
	I-6320 AUG 25	ACT 6320120000 AUG 25	R	9/11/2025		547.41CR	180997	
	I-8990 AUG 25	ACT 8990900000 AUG 25	R	9/11/2025		193.72CR	180997	
	I-9001 AUG 25	ACT 9001138230 AUG 25	R	9/11/2025		48.36CR	180997	
	I-9015 AUG 25	ACT 9015038240 AUG 25	R	9/11/2025		65.46CR	180997	
	I-9155 AUG 25	ACT 9155600000 AUG 25	R	9/11/2025		34.90CR	180997	6,036.61
005726	MORGAN OLSON							
	I-100/5	PRESENTATION CONTENT/MV	R	9/11/2025		625.60CR	180998	625.60
001483	MOTOROLA							
	I-8282141394	PORTABLE RADIO/ESSENT/CLIP	R	9/11/2025		11,589.03CR	180999	
	I-8282142082	CHR DESKTOP SINGLE UNIT	R	9/11/2025		186.13CR	180999	11,775.16
000570	MTI DISTRIBUTING							
	I-1490259-01	WHEEL-12 INCH	R	9/11/2025		333.90CR	181000	
	I-1491803-00	BDY,RSRLESS,1.5IN/CONV,1.5IN	R	9/11/2025		751.16CR	181000	
	I-1491964-00	SWITCH ASM/REAR ARM/END ROD	R	9/11/2025		216.28CR	181000	
	I-1491964-01	REAR ARM/CRANK BELL	R	9/11/2025		864.24CR	181000	
	I-1492522-00	SPRING/BEARING	R	9/11/2025		88.35CR	181000	
	I-1493218-00	ARM PULL/BUSHING	R	9/11/2025		48.92CR	181000	2,302.85
002710	NAPA SUPPLY OF HIBBING							
	C-507334	CR/AIR FILTER	R	9/11/2025		29.10	181001	
	I-507321	BRAKE PADS / AIR FILTER	R	9/11/2025		204.59CR	181001	
	I-507352	AIR FILTER	R	9/11/2025		219.39CR	181001	
	I-507399	LIT LED RECT LAMP	R	9/11/2025		330.57CR	181001	725.45
000460	NORTHERN MN DENTAL INC							
	I-SEPT 2025	SEPT 2025 DENTAL PREMIUM	R	9/11/2025		16,287.00CR	181002	16,287.00

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
005722	PARADIGM MANAGEMENT SERVICES, LLC							
	I-2111007	TRIAGE SVCS 7/30/25 / 1750184	R	9/11/2025		90.20CR	181003	
	I-2119945	TRIAGE SVCS 7/24/25 / 1749855	R	9/11/2025		131.20CR	181003	221.40
005686	PRECISE MRM LLC							
	I-IN200-2007275	HARNESS,EXT,POWER,IX-101	R	9/11/2025		267.15CR	181004	
	I-IN200-2007636	5MB FLAT DATA PLAN	R	9/11/2025		40.00CR	181004	307.15
000559	QUILL CORPORATION							
	I-45305985	FILE FOLDERS	R	9/11/2025		69.98CR	181005	
	I-45343986	QUICKSTRIP ENVELOPES	R	9/11/2025		62.99CR	181005	132.97
000077	RADKO IRON & SUPPLY INC							
	I-25809/1	1/4X4 / 1" ROLL BAR TUBE	R	9/11/2025		21.11CR	181006	
	I-25863/1	1/4X2-1/2 FLAT PER FT.	R	9/11/2025		207.20CR	181006	
	I-25865/1	4-1/2X1/4X5/8-11 GRINDING	R	9/11/2025		71.88CR	181006	300.19
003088	RANGE REGIONAL AIRPORT AUTHORITY							
	I-9330	SEPT 2025 ANIM SHELT GRND LEAS	R	9/11/2025		400.00CR	181007	400.00
005244	RMB ENVIRONMENTAL LABORATORIES, INC.							
	I-D079172	INFLUENT & EFFLUENT 8/14/25	R	9/11/2025		296.78CR	181008	
	I-D079493	INFLUENT & EFFLUENT 8/19/25	R	9/11/2025		148.18CR	181008	
	I-D079606	INFLUENT & EFFLUENT 8/20/25	R	9/11/2025		118.09CR	181008	
	I-D079666	INFLUENT & EFFLUENT 8/21/25	R	9/11/2025		118.09CR	181008	681.14
000135	ROAD MACHINERY SUPPLIES							
	I-E0163405	ROCKLAND 4.25 GPP BUCKET	R	9/11/2025		17,700.00CR	181009	17,700.00
000655	THE SALVATION ARMY							
	I-2025 DONATION	2025 DONATION/HIBBING	R	9/11/2025		250.00CR	181010	250.00
005017	SBS BLACKTOP SERVICE, INC.							
	I-550	BAL JULY 24 PATCHING	R	9/11/2025		2,331.00CR	181011	2,331.00
004979	SELLMAN BORLAND & SIMON PLLC							
	I-AUG 25 COSTS	AUGUST 2025 COSTS	R	9/11/2025		168.00CR	181012	
	I-AUG 25 HEDA COSTS	AUGUST 2025 HEDA COSTS	R	9/11/2025		240.00CR	181012	
	I-AUG 25 HEDA LEGAL	AUGUST 2025 HEDA LEGAL SVCS	R	9/11/2025		880.00CR	181012	
	I-AUG 25 LEGAL	AUGUST 2025 LEGAL SVCS	R	9/11/2025		5,700.00CR	181012	
	I-QTR 4 2025	QTR 4 2025 PROSECUTION SVCS	R	9/11/2025		25,000.00CR	181012	31,988.00

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
004131	SHRED-N-GO, INC.							
	I-185954	SHRED SVCS THRU 7/28/25 C HALL	R	9/11/2025		235.60CR	181013	
	I-187267	SHRED SVCS THRU 8/25/25/LIBR	R	9/11/2025		90.30CR	181013	325.90
003180	ST LOUIS COUNTY RECORDER							
	I-MULNER 1/1/26	S MULNER 26-31 NOTARY COMM	R	9/11/2025		20.00CR	181014	
	I-SEOPA 8/28/25	M SEOPA 25-30 NOTARY COMM	R	9/11/2025		20.00CR	181014	40.00
000914	ST LOUIS CTY SOLID WASTE ENVIRONMENTAL SERVICES							
	I-3RD QTR 25 SWM	3RD QTR 25 SWM SVC CHG 9/30/25	R	9/11/2025		166,383.75CR	181015	166,383.75
005667	STAR OF THE NORTH MATERNITY HOME							
	I-09/02/25	2025 SPONSORSHIP/CHILI/EDUCAT	R	9/11/2025		250.00CR	181016	250.00
002898	TESSMAN COMPANY							
	I-S422162-IN	AMSUL SOP/MU NUTRILIFE/CHLORO	R	9/11/2025		1,313.85CR	181017	1,313.85
005727	THE TORO COMPANY - NSN							
	I-412385008	ESSENT 36 SVC SEPT 25	R	9/11/2025		220.00CR	181018	220.00
001006	TRI MARK INDUSTRIAL/EOC							
	I-IN784382	3.00 MOBILE/1.00 CITGO OIL	R	9/11/2025		1,237.31CR	181019	1,237.31
003380	US BANK BUSINESS EQUIP FINANCING							
	I-563685940	3600DR ENG PLOTTER SEPT 25	R	9/11/2025		282.00CR	181020	282.00
005463	VALVOLINE INSTANT OIL CHANGE							
	I-205245	OIL CHANGE/8100	R	9/11/2025		50.97CR	181021	
	I-207306	OIL CHANGE/3137	R	9/11/2025		47.58CR	181021	
	I-207308	OIL CHANGE/4015	R	9/11/2025		65.60CR	181021	164.15
000918	VISA - PARK STATE BANK (FORMERLY AMERICAN BANK)							
	I-1125 AUG 25	ACCT 1125 AUG 25	R	9/11/2025		1,669.98CR	181022	
	I-5167 AUG 25	ACCT 5167 AUG 25	R	9/11/2025		1,246.30CR	181022	
	I-8089 AUG 25	ACCT 8089 AUG 25	R	9/11/2025		188.95CR	181022	
	I-8345 AUG 25	ACCT 8345 AUG 25	R	9/11/2025		5,756.75CR	181022	
	I-9749 AUG 25	ACCT 9749 AUG 25	R	9/11/2025		1,760.06CR	181022	
	I-9939 AUG 25	ACCT 9939 AUG 25	R	9/11/2025		2,686.52CR	181022	13,308.56
005615	WIDSETH SMITH NOLTING & ASSOC., INC.							
	I-239669	PROF SVCS 8/8/25 40TH ST WL	R	9/11/2025		1,880.00CR	181023	
	I-239718	PROF SVCS 8/8/25 AMGS BLDG	R	9/11/2025		5,200.00CR	181023	7,080.00

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	90	0.00	2,002,120.70	2,002,120.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	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:	91	0.00	2,002,120.70	2,002,120.70

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
181015	01-000914	ST LOUIS CTY SOLID WASTE ENV	9	CHECK DATE < PAY DATE	TRAN NO#: I-3RD QTR 25 S
180971	01-000922	HIBBING PUBLIC ACCESS TELEVI	4	CHECK DATE < PAY DATE	TRAN NO#: I-2ND 1/2 SEPT
180942	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-OCT 25 40001
180943	01-002754	BLUE CROSS BLUE SHIELD OF MN	1	CHECK DATE < PAY DATE	TRAN NO#: I-OCT 25 41000
180944	01-002754	BLUE CROSS BLUE SHIELD OF MN	2	CHECK DATE < PAY DATE	TRAN NO#: I-OCT 25 80000
180969	01-005719	HIBBING MUNICIPAL GOLF COURS	4	CHECK DATE < PAY DATE	TRAN NO#: I-6 OF 7 2025

TOTAL ERRORS: 0 TOTAL WARNINGS: 6

PACKET: 03940 Regular Payments 09/11/2025
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	9/2025	441,198.02CR
211	9/2025	23,093.18CR
250	9/2025	3,524.25CR
255	9/2025	1,465.17CR
392	9/2025	306.00CR
400	9/2025	836,320.08CR
401	9/2025	3,626.70CR
402	9/2025	33,008.36CR
405	9/2025	1,880.00CR
418	9/2025	48.00CR
602	9/2025	446,506.38CR
603	9/2025	198,860.06CR
610	9/2025	12,284.50CR
ALL		2,002,120.70CR

PACKET: 03941 Regular Payments 09/11/2025
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : SWPBK SWEEP BANK ACCOUNT

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
005666	ALERUS RETIREMENT AND BENEFITS							
	I-C176831	COBRA MO SVC FEE AUG 25	D	9/11/2025		61.20CR	001784	61.20
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010210958	SEPT 25 STOP LOSS PREM & ADMIN	D	9/11/2025		73,916.94CR	001785	73,916.94
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010211971	MEDICAL CLAIMS PAID 9/2/25	D	9/11/2025		99,877.36CR	001786	99,877.36
005708	AMERIHEALTH ADMINISTRATORS							
	I-7010212786	SMITH RX 9/2 & MEDICAL 9/8/25	D	9/11/2025		102,746.12CR	001787	102,746.12
004972	CATERPILLAR FINANCIAL SERVICES CORPORATION							
	I-37375852	AUG 25 PMT/7 GRADERS	D	9/11/2025		26,021.74CR	001788	26,021.74
005614	WEX BANK							
	I-106914428	AUGUST 2025 FUEL	D	9/11/2025		143.20CR	001789	143.20
005476	WEX HEALTH INC.							
	I-0002225775-IN	WEX HEALTH AUG 25	D	9/11/2025		450.00CR	001790	
	I-9/1/25 M SEOPA	2025 VEBA CONTR/MYRANDA SEOPA	D	9/11/2025		960.00CR	001790	1,410.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	0.00	304,176.56	304,176.56
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:	7	0.00	304,176.56	304,176.56

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

MM 9/11/2025 Drafts

PACKET: 03941 Regular Payments 09/11/2025
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : SWPBK SWEEP BANK ACCOUNT

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	9/2025	27,541.91CR
211	9/2025	19.23CR
602	9/2025	38.44CR
603	9/2025	36.56CR
805	9/2025	276,540.42CR
ALL		304,176.56CR

PACKET: 03944 Regular Payments 09/16/25
VENDOR SET: 01 **** CHECK LISTING ****
BANK : APBNK US BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
001402	KGM CONTRACTORS							
	I-PAY APP#6 23RD ST	PAY APP#6/23RD ST E 9/10/25	R	9/16/2025		416,671.17CR	181024	416,671.17

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	416,671.17	416,671.17
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	416,671.17	416,671.17

TOTAL ERRORS: 0 TOTAL WARNINGS: 0 Carol Wazelk 9-16-25 Ck# 181024

PACKET: 03944 Regular Payments 09/16/25
VENDOR SET: 01
BANK : APBNK US BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
401	9/2025	189,892.74CR
402	9/2025	226,778.43CR
ALL		416,671.17CR

PACKET: 03945 Regular Payments
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
000726	US BANK FARGO							
	I-08/25/25	LANDFILL TIP FEES 7/26-8/25/25	D	9/16/2025		50,319.60CR	001791	50,319.60

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	50,319.60	50,319.60
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:	1	0.00	50,319.60	50,319.60

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Carol Waselk 9-16-25 draft

PACKET: 03945 Regular Payments
VENDOR SET: 01
BANK : SWPBK SWEEP BANK ACCOUNT

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
603	9/2025	50,319.60CR
ALL		50,319.60CR

CITY OF HIBBING (6195543)
401 E 21ST ST
HIBBING, MN 55746-1854
United States
41-6005232

Payroll Recap & Funding

Biweekly Regular 09/12/2025

Pay Date: 09/12/2025

Payroll Overview

Payroll		Biweekly Regular 09/12/2025
Pay Date		09/12/2025
# Employees		176
# Paid Employees		175
# Regular	176	
# Pay Periods		1
Base Compensation Changes		4
New Hires		1
Terminations		1

Employee Payments

	#	EE's	$ Amount	
Checks Paid By POD6 | UK	1	1	52.59 D	
Direct Deposits Debited	233	173	297,216.94 D	
Total				**297,269.53**
(D) POD6 | UKG Payroll Services Admin Debit				**-297,269.53**
Your Remaining Bank Account Liability				**0.00**
Vouchers Printed	1			
Vouchers Suppressed	0			

Taxes

	EIN	EE's	$ Amount	
FIT/EE	41-6005232	143	40,632.45	
FICA/ER	41-6005232	115	14,199.37	
FICA/EE	41-6005232	115	14,199.37	
MEDI/ER	41-6005232	174	6,273.08	
MEDI/EE	41-6005232	174	6,273.08	
SIT:MN/EE	8022766	148	18,541.98	
Total				**100,119.33**
Your Remaining Tax Liability				**100,119.33**

Vendor Liabilities

	EE's	$ Amount	
City of Hibbing Insurance	136	148,676.63D	
EMPOWER	66	9,720.55	
HIBBING POLICE ASSOCIATION	14	140.00D	
Lincoln Financial Group	18	4,202.47	
MN CHILD SUPPORT PAYMENT CE	2	765.56D	
MN PERA	142	97,217.50	
NATIONWIDE	14	2,040.00	
NCPERS GROUP LIFE INS C/O ME	4	64.00C	
PREMIUM PROCESSING	1	24.96	
Total			**262,851.67**
(D) POD6 | UKG Payroll Services Admin Debit			**-149,582.19**
(C) Vendor Checks			**-64.00**
Your Remaining Vendor Liability			**113,205.48**

Total

Total	**660,240.53**
POD6 | UKG Payroll Services Admin Debit	**-446,851.72**
Total of Your Responsibility	**213,388.81**

Recap

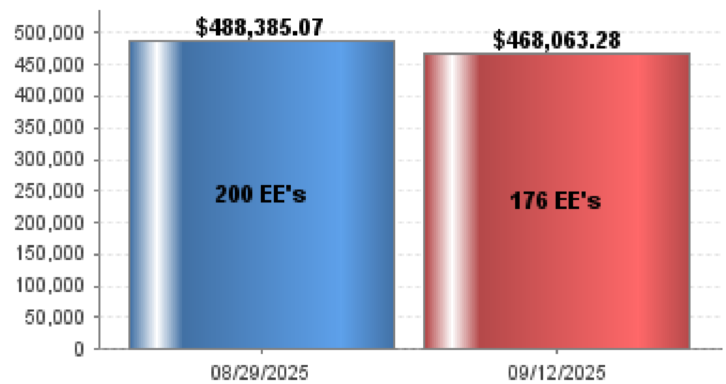
POD6 | UKG Payroll S	Date	Bank Account #	$ Amount
Vendor Payment SPA	09/11/2025	x0087	149,582.19
Empl. Checks SPA	09/11/2025	x0087	52.59
Empl. Dir. Dep. SPA	09/11/2025	x0087	297,216.94
		Total Debits	**446,851.72**

Cash Requirements: x0087	$ Amount
Vendor Payment SPA	149,582.19
Vendor Checks	64.00
Tax Payment	100,119.33
Empl. Checks SPA	52.59
Empl. Dir. Dep. SPA	297,216.94
Total	**547,035.05**

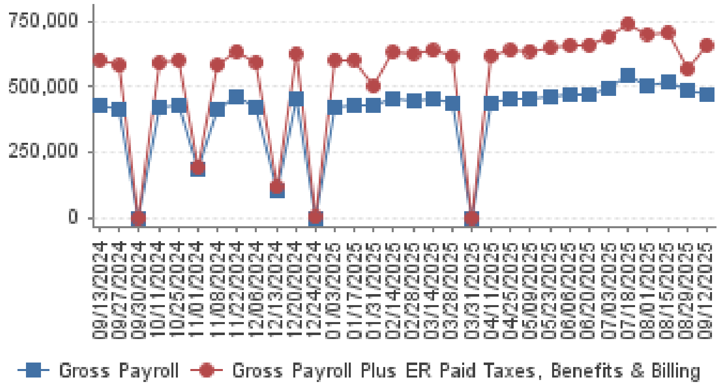
General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	468,953.69	
ER Deduction	171,319.69	505.30
ER Tax (Offset)	20,472.45	
ER Deduction (Offset)	505.30	171,319.69
Check		52.59
ER Tax		20,472.45
Tax		79,646.88
Deduction		92,037.28
Direct Deposit		297,216.94
	661,251.13	**661,251.13**

Comparison To Last Pay Period - Gross Wages



Rolling 12 Month Payroll View



City of Hibbing

Coverage Effective Start Date: 01/01/2026

Group Medicare Employer Plan and Rate Information

Coverage Effective End Date: 12/31/2026

Underwriter: Loftus, Julie
Account Manager: Hart, Lori

Total Members: 156
Renewal

Current Plans			**2025 Premium Rate Per Member Per Month**				
			Medical	**Drug**	**Commission**	**Pre-MACRA Total**	**Post-MACRA Total**
1)	Group Medicare Supplement	*Pre-MACRA*	*$301.00*	*N/A*	*$10.00*		
	Group Senior Gold	*Post-MACRA*	*$279.60*				
	Group Medicare PDP			*$195.50*	*$0.00*	*$506.50*	*$485.10*
	$4.50/$10/$10/$10						
2)	Group Medicare Cost		*$149.00*	*N/A*	*$10.00*		
	Platinum Blue A						
	Group Medicare PDP			*$195.50*	*$0.00*	*$354.50*	*N/A*
	$4.50/$10/$10/$10						
3)	Group Medicare Advantage		*$199.00*	*N/A*	*$10.00*		
	Group MA-Only - Plus						
	Group Medicare PDP			*$195.50*	*$0.00*	*$404.50*	*N/A*
	$4.50/$10/$10/$10						

Group Medicare Employer Plan and Rate Information

Coverage Effective Start Date: 01/01/2026
Coverage Effective End Date: 12/31/2026

Underwriter: Loftus, Julie
Account Manager: Hart, Lori

Total Members: 156
Renewal

Renewal Plans		2026 Premium Rate Per Member Per Month					Renewing Plan Design? ☑ Yes/No for All Quoted Plan Designs	
		Medical	**Drug**	**Commission**	**Pre-MACRA Total**	**Post-MACRA Total**	**Yes**	**No**
1) Group Medicare Supplement	*Pre-MACRA*	*$335.00*	*N/A*	*$10.00*			X	
Group Senior Gold	*Post-MACRA*	*$311.00*						
Group Medicare PDP			*$195.50*	*$0.00*	*$540.50*	*$516.50*	X	
$4.5/$10/$10/$10								
2) Group Medicare Cost		*$163.00*	*N/A*	*$10.00*			X	
Platinum Blue A								
Group Medicare PDP			*$195.50*	*$0.00*	*$368.50*	*N/A*	X	
$4.5/$10/$10/$10								
3) Group Medicare Advantage		*$172.00*	*N/A*	*$10.00*			X	
Group MA-Only - Plus								
Group Medicare PDP			*$195.50*	*$0.00*	*$377.50*	*N/A*	X	
$4.5/$10/$10/$10								

City of Hibbing

Group Medicare Employer Plan and Alternate Rate Information

Coverage Effective Start Date: 01/01/2026

Coverage Effective End Date: 12/31/2026

Underwriter: Loftus, Julie
Account Manager: Hart, Lori

Total Members: 156
Renewal

Alternate Plans

			2026 Premium Rate Per Member Per Month					Selecting Plan Design? ☑ *Yes/No for All Quoted Plan Designs*	
			Medical	**Drug**	**Commission**	**Pre-MACRA Total**	**Post-MACRA Total**	**Yes**	**No**
1)	Group Medicare Supplement	*Pre-MACRA*	*$335.00*	*N/A*	*$10.00*				X
	Group Senior Gold	*Post-MACRA*	*$311.00*						
	Group Medicare PDP			*$185.00*	*$0.00*	*$530.00*	*$506.00*		X
	$5/$15/$35/$60								
2)	Group Medicare Cost		*$163.00*	*N/A*	*$10.00*				X
	Platinum Blue A								
	Group Medicare PDP			*$185.00*	*$0.00*	*$358.00*	*N/A*		X
	$5/$15/$35/$60								
3)	Group Medicare Advantage		*$172.00*	*N/A*	*$10.00*				X
	Group MA-Only - Plus								
	Group Medicare PDP			*$185.00*	*$0.00*	*$367.00*	*N/A*		X
	$5/$15/$35/$60								

BlueCross BlueShield Minnesota

Group Medicare Renewal Acceptance Form

Client Number: 200754
Servicing Year: January 1, 2026 - December 31, 2026

Underwriter: Loftus, Julie
Account Manager: Hart, Lori

Thank you for choosing Blue Cross Blue Shield of Minnesota (BCBSMN) for your employees' health care benefits. We appreciate the opportunity to service you and your employees.

I am authorized to certify that the information provided is complete and accurate to the best of my knowledge. I understand that the information provided will be relied upon by BCBSMN. BCBSMN may have the right to not renew coverage if my company does not meet participation requirements as stated in my contract.

Contact Name: Angela Kleffman

Email Address: angelakleffman@hibbingmn.gov   Phone: 218-312-1574

Printed Name: Angela Kleffman

Signature: ____________________   Date: ____________________

Please select your plan option(s) and complete this form. Return all information to your BCBSMN Account Manager no later than 10/13/2025.

BlueCross BlueShield Minnesota

HIBBING POLICE DEPARTMENT

AUGUST 2025 ACTIVITY

AOA - MAARC reports	4
ARSON-5 DEG-CAUSE PROP DAM	1
ASLT-DOMESTIC ASLT-FE	1
ASLT-DOMESTIC ASLT-MISD	7
ASLT-STRANGLE-ADULT ACQUAINTANCE	3
ASLT-TERRORIST THREATS RECKLESS DISREGARD RISK	1
BURG-1 DEG-OCC RES-FORCED-DAY-UKN WEAPON-ASSAULT	1
BURG-3 DEG-NON RES-NO FORCE-DAY	1
CRIM DAM PROP-TAMPERING W/MOTOR VEHICLE	2
CSC-2 DEG-VICTIM UNDER 13 FEMALE ACTOR >36M	1
Check Forgery-Make or Alter a Check- FE	2
Criminal Sexual Conduct - 2nd Degree - Contact unde	1
Criminal Sexual Conduct - 2nd Degree - Contact unde	1
DISTURB-DISORDERLY CONDUCT	3
DRUGS-MFG METH IN PRESENCE OF CHILD/VULN ADULT	1
DRUGS-PERMIT CHILD VULN ADULT TO INJECT/INHALE METH	1
Disorderly Conduct-Brawling or Fighting- MS	4
Disorderly Conduct-Offensive/Abusive/Noisy/Obscene-	5
Domestic Abuse No Contact Order - Violate No Contac	2
Domestic Assault-GM-Subsequent Violation-GM	1
Domestic Assault-Misdemeanor-Commits Act to Cause F	1
Drivers Licenses-Operate Motor Vehicle after Licens	1
Drugs - 5th Degree - Possess Schedule 1,2,3,4 or pa	2
Drugs-Store Meth Paraphernalia in the Presence of C	1
Emergency Telephone Calls/Communications - Interrup	2
FLEEING POLICE OFFICER	1
FORGERY-OFFER OR PASS COUNTERFEITED OBJECT-FE	2
GOVT-OBSTRUCT LEGAL PROCESS-INTERFERE W/PEACE OFFIC	2
GOVT-OBSTRUCT LEGAL PROCESS-NO FORCE-MISD	1
HIB-Dog at Large	2
HIB-Keeping Unauthorized Animals	1
Harassment; Restraining Order - Violate Restraining	3
Hit and Run, Prop Dam MV	1
LIQUOR-UNDERAGE CONSUMPTION 18-21	1
Mail Theft-Intentionally Removes Mail Addressed to	1
Mail Theft-Intentionally Removes Mail from Deposito	1
Predatory Offender - Knowingly commits act or fails	1
Public Nuisance-Interfere/Obstruct/Render Dangerous	1
Public Nuisance/Junk/Garbage/Unlicensed Dump	1
STOLEN PROP-MS-POSSESS UNK PROP-251-500	1
STOLEN PROP-POSS-VEH-UNK AMT	1
THEFT-BY SWINDLE OR TRICK-$2501-$19999	1
TRAF-DL-DAC-INIMICAL TO PUBLIC SAFETY	2
TRAF-DUI-3 DEG-ALCOHOL CONC OVER .08 OR MORE W/I 2	1
TRAFFIC-DAC	1
TRAFFIC-DUI OF ALCOHOL	2

TRAFFIC-DUI-4 DEG .08 OR MORE IN 2 HRS	2
TRAFFIC-DUI-Third-Degree Driving While Impaired-1 A	1
TRAFFIC-DWI-4 DEG DRIVE WHILE IMPAIRED	4
TRAFFIC-Keep To The Right	1
TRAFFIC-NO FRONT LICENSE PLATE DISPLAYED	1
TRAFFIC-Regulation-Driver Who Is Not Owner Must Lat	2
TRAFFIC-Regulation-Motorcycle-Driving without endor	1
TRAFFIC-SPEED-EXCEED LIMIT	2
TRAFFIC-SPEEDING OVER 65MPH OR POSTED ON FREEWAY	1
TRAFFIC-Speeding-Exceed Limit- MS	1
TRESPASSING-BUSINESS	3
Theft-Gas Drive Off-$500 or less - M	2
Theft-Shoplifting-$500 or less - M	15
Theft-Take/Use/Transfer Movable Prop-No Consent-GM	1
Traffic - Drivers License - Driving After Revocatio	3
Traffic Regulation - Driver Must Carry Proof of Ins	3
Trespass Notice	1
Trespass-Return to Property Within One Year- MS	4
Total	**126**
Total number of calls generated in Aug.	**1716**
Total number of administrative tickets in Aug.	**6**
Total number of parking tickets in Aug.	**297**

City of Hibbing

SPECIAL EVENT Permit Application

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

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

☑ RETURN APPLICATION to the City Hall Council Office
DATE RECEIVED BY COUNCIL OFFICE: ______________________

Name/Description of Event:	Fire Department Open House
Date of Event:	9/27/25
Location of Event:	2320 Brooklyn Dr.
Organizer:	Shawn Nickila
Organizer Contact Information:	Home Phone: Work Phone: Cell Phone: 218-421-3942 218-262-6161

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

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

City of Hibbing

SPECIAL EVENT PERMIT APPLICATION

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

LOCATION OF EVENT: Hibbing Fire Dept. Station 1

TITLE, PURPOSE, AND BRIEF DESCRIPTION OF EVENT:

Community event show casing the abilities of the Fire Dept and other community entities.

Date of Event: 9-27-25

Refer media or citizen inquires to:
Shawn Nikkila Telephone: 218-421-3942

APPLICANT AUTHORIZATION:

Attach a written communication from the organization(s) in whose name the event will be advertised which authorizes you, the applicant, to apply for this special event permit on its or their behalf.

Applicants Name & Title: Shawn Nikkila, Fire Marshal

Address: 2320 Brooklyn Dr., Hibbing MN

Mailing Address:

Affiliation:

Telephone: (day) 218-262-6161 (evening) 218-421-3942

EVENT PRINCIPALS:

On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefits the event are being produced, the organizations in whose name the event is being advertised, and all other administratively, financially, or organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all the principals involved in the proposed special event.

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

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

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

REQUESTED EVENT COMPONENTS:
REQUESTED DAY AND DATE (*first choice*):
Alternate days and dates: • __________ • __________ • __________
REQUESTED HOURS OF OPERATION: From: 11:00 a.m. / p.m. To 2:00 a.m. / p.m.
SET UP beginning Day and Date ****Indicate the time at which any unit of an event will begin to assemble at such area** Day: 9-27-25 Time: 0800 a.m. / p.m.
Describe the number and type of animals to be used in the Event ☒ Not Applicable **If the event is a Circus, Carnival, Menagerie, or Like Exhibition: The license fee payable to the City of Hibbing is $60.00 for the first day and $12.00 for each additional day. ☐ If applicable, license fee to be included when submitting the application See City Code Chapter 6, Section 6.23 for additional information.
Attach a Draft of the Entry Form for Participants / Spectators ☐ Attached
Anticipated number of Participants: ______ Spectators: ______
****INSURANCE**
☐ Attach to this application either an Insurance policy or a certificate of insurance including the policy number, amount, and the provision that the City of Hibbing is included as an additional insured.

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

☐ Temporary or permanent structures constructed for the event;
☐ Site of electrical wiring to be installed for the event;
☐ Trash containers (indicate number): _______
☐ Other. Please describe:

AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT

ENTERTAINMENT:	If there will be music, sound amplification or any other noise impact, please describe, <u>including the intended hours</u> of the music, sound or noise. N/A
	If a casino party, a dance or live entertainment is a part of your event, please describe: N/A
	Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, a general merchandise concession license, peddler or transient merchant license, etc. (*attach to this application all required licenses)* N/A
ALCOHOL:	Alcoholic Beverages to be served? ☐ Yes ☒ No Temporary Liquor License Applied For? BEER ☐ *Yes* ☐ *No* COMMUNITY FESTIVAL LICENSE ☐ *Yes* ☐ *No* TEMPORARY ON SALE ☐ *Yes* ☐ *No* Organization Applying for License for Alcoholic Beverages:
	Describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older. N/A
	Describe how, where, when and by whom the alcoholic beverages will be served. N/A
	List of people who will be selling the alcohol: N/A Have they attended server training? ☐ Yes ☐ No

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

SECURITY AND SAFETY PROCEDURES:

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

Describe your proposed procedures for set-up operation, internal security and crowd control.
No police needed.

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

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

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

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

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

Name of Agency: Hibbing Fire Department
Name of Representative: Hibbing Fire Department
Address: 2320 Brooklyn Dr. Hibbing MN
Phone Numbers: 218-262-6161

Indicate medical services that will provided for the event.

Medical Service	How Provided:
☒ Ambulance	Hibbing Fire Department Staff
☐ Doctors	
☐ Nurses	
☒ Paramedics	

HIBBING FIRE DEPARTMENT REQUIREMENTS

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

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

VENDORS OR CONCESSIONAIRES:

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

____

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

____

MITIGATION OF THE IMPACT ON OTHERS:

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

____

OTHER PERTINENT INFORMATION:

WE plan to block off Brooklyn Dr at approx 0800 on 9-27-25. The barricades would be placed at the intersection of Brooklyn Dr and 25th St. Another set of barricades will be placed just North of the Armory Maintenance shop driveway on Brooklyn Dr.

At the Hibbing City Council Meeting held on Wednesday, September 17, 2025 at 5:00 p.m.. in the Hibbing City Hall Council Chamber. Councilor offered the following Resolution and moved for its adoption.

RESOLUTION NO. 25-09-06

RESOLUTION ACCEPTING BID FOR PAID FAMILY MEDICAL LEAVE PRIVATE PLAN

WHEREAS effective January 1, 2026, the State of Minnesota has mandated that Minnesota employers participate in a paid family medical leave (PFML) benefit insurance program for their employees under Minnesota Paid Leave Law (Minn. Stat. ch. 268B);

WHEREAS the City of Hibbing has elected to provide coverage for this benefit under an allowable PFML private plan substitute as provided under Minn. Stat. sec. 268B.10;

WHEREAS, payment for the PFML premium for each employee will be shared equally by the City of Hibbing and each employee as provided under Minn. Stat. sec. 268B.10 and .14;

WHEREAS USI conducted a bid process on behalf of the City of Hibbing for a PFML private plan; and

WHEREAS, the City received the following bids for the PFML private plan, effective January 1, 2026:

Carrier	Rate	Rate Guarantee
MetLife	$0.79	Two Years

NOW THEREFORE, BE IT RESOLVED, that the bid of MetLife is hereby accepted for Paid Family Medical Leave (PFML) private plan, effective January 1, 2026.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 17th day of September, 2025.

CITY OF HIBBING

____
Pete Hyduke, Mayor

ATTEST:

____
Candie Seppala, City Clerk-Deputy Administrator

ATTEST:

APPROVED:

____
Candie Seppala, City Clerk/Deputy Administrator

____
Pete Hyduke, Mayor

September 17, 2025

Commissioner Katrina Kessler
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155

RE: Comments on Draft Wastewater Permits and Preliminary Denial of Sulfate Variance Request for U.S. Steel Keetac Facility

Dear Commissioner Kessler:

On behalf of the City of Hibbing, we submit these comments regarding the draft wastewater permits and the preliminary denial of U.S. Steel Keetac's variance request from the sulfate water quality standard.

Hibbing is a rural community already facing economic stress. 14.2% of our residents live below the poverty line, compared to 9.3% statewide, and poverty among children under age 18 reaches 16.2%—well above Minnesota's average. In such a context, every job lost multiplies hardship across families, schools, and city services.

The recent layoff of 255 people at Hibbing Taconite (HibTac) demonstrates this risk. According to the University of Minnesota Duluth's Bureau of Business and Economic Research (BBER), every mining job supports 1.25 additional jobs through indirect and induced effects. HibTac's 255 direct job losses therefore likely resulted in another 315 lost jobs across our community. For a city our size, this scale of loss is devastating—shrinking our tax base, depressing local business revenues, and pushing more residents into poverty (UMD BBER, Economic Impact of Ferrous and Nonferrous Mining, June 2020).

The EPA's Interim Economic Guidance for Water Quality Standards makes clear that states must evaluate not only company-level financial indicators but also the "substantial and widespread economic and social impacts" of regulatory compliance (Section 1.3, p. 5). The Workbook directs regulators to assess not just corporate balance sheets but the socio-economic well-being of affected communities, defining widespread impacts as those that include increased unemployment, losses to the local economy, and reductions in tax revenues (Section 4.1, pp. 37–38). EPA guidance specifically notes that if compliance would force "shutdown of a facility or production line," regulators must account for lost jobs, reduced household income, and declining tax revenues (Section 3.3, p. 28). HibTac's layoffs offer a direct, real-world example of the "widespread impacts" EPA requires MPCA to evaluate.

This context makes Keetac's role even more critical. Keetac is the remaining major mining facility within Hibbing's city footprint operating at full capacity, while HibTac is already at reduced production. If Keetac were curtailed due to an unachievable sulfate standard, Hibbing would again suffer cascading job losses, reduced municipal and school revenues, and deeper community hardship.

It is also important to recognize that taconite pellets are a global commodity. U.S. Steel does not produce at every site regardless of cost; it produces where it is cheaper than purchasing pellets on the open market. If the cost per ton at Keetac rises by the $17.50 per ton that U.S. Steel has reported, the company will shift to cheaper suppliers rather than operate an uncompetitive facility in Hibbing. The EPA Workbook explicitly directs regulators to consider such "shifts to alternate economic activity" when they result in reduced employment and reduced local purchasing (Section 3.3, p. 28). For Hibbing, that would mean layoffs, idle facilities, and the loss of vital tax revenues—precisely the "widespread impacts" that Section 4 requires regulators to weigh (Section 4.1, pp. 37–38).

The UMD BBER study further shows that in 2019, ferrous mining supported nearly 9,000 jobs in the Arrowhead Region, including more than 4,900 indirect and induced positions beyond the mines themselves. These multipliers demonstrate that job losses at one mine quickly ripple across the economy, harming schools, hospitals, restaurants, retail, construction, and city finances. EPA's guidance stresses that such impacts must be assessed cumulatively, not in isolation (Section 4.1, p. 38; UMD BBER, 2020).

We also wish to refute a statement made at the recent public hearing—that U.S. Steel did not provide evidence of widespread community impact in its variance request. In fact, the company did provide such evidence. Worksheet N of its submission explicitly projected that compliance would render Keetac economically unviable, leading to hundreds of layoffs and substantial secondary impacts on vendors, schools, and local governments. The EPA Workbook makes clear that these kinds of employment and tax base effects are central to the evaluation of widespread impacts (Section 4.3, p. 42). It is therefore incorrect to suggest that this evidence was absent; rather, it was presented and must be considered.

The implications extend far beyond Hibbing. Mining production taxes directly support the Permanent School Trust, the Iron Range Resources and Rehabilitation (IRRR) funds, and local government revenues across the Taconite Assistance Area. In fact, more than 90% of the wealth in the Permanent School Trust—benefiting every public school student in Minnesota—was generated by iron mining (UMD BBER, 2020). If Keetac is curtailed, not only Hibbing but also schools and communities statewide will feel the financial loss.

It is also relevant that the Governor's Task Force on Wild Rice (2019) concluded that MPCA must "develop guidance for water permit holders on how to minimize sulfate in water discharges"—a recommendation that has yet to be fulfilled. The Task Force further found that no practical or cost-effective treatment technology exists today. Reverse osmosis, while theoretically feasible, is "hugely expensive to install, power, and maintain" and creates unresolved brine disposal problems. Biological and chemical treatments remain at pilot scale. The Task Force recommended that variances be used as a bridge until viable treatment methods are available (Governor's Task Force on Wild Rice Report, January 2019, pp. 6–7, 18). Denying Keetac's variance contradicts this very guidance from the state itself and leaves both municipalities and industries without the clarity or tools needed to comply.

It is also relevant to note that MPCA has acknowledged the need for flexible permitting tools in other contexts. While the agency is currently developing a time-limited sulfate multi-discharger variance (MDV) for municipal facilities, this framework remains in pilot form and has not yet been implemented. At the same time, municipalities have been able to seek individual variances for other pollutants—such as chloride, mercury, and phosphorus—under streamlined processes. This demonstrates that MPCA already recognizes the need for variance pathways when compliance would cause substantial and widespread hardship. Given that industrial facilities like Keetac face similar economic barriers, it is both appropriate and equitable for MPCA to apply comparable variance approaches to Keetac.

For Hibbing, this is not an abstract regulatory question. It is a matter of whether our families can keep working, whether our schools and city can maintain funding, and whether an already struggling community can avoid further decline. HibTac's reduced operations and layoffs have already created significant hardship. We cannot afford for Keetac—the remaining major mining facility in Hibbing operating at full capacity—to face the same fate.

That brings us to our request for MPCA action. The City of Hibbing respectfully requests that MPCA:

1. Grant Keetac a site-specific sulfate standard;
2. Allow compliance to be measured at a central discharge point, if technically feasible;
3. Renew sulfate rulemaking in collaboration with the Legislature and EPA, updating the standard based on modern peer-reviewed science that accounts for all factors affecting wild rice (water levels, sediment, vegetation, predation); and
4. Include complete economic analysis that fully captures community-wide impacts—including induced and indirect job losses, declining tax revenues for cities and schools, and reductions in statewide trust funds if Keetac is curtailed.

We further request that MPCA provide a formal written response to the City of Hibbing, through the Office of the Mayor, addressing each of these four points in detail.

The City of Hibbing supports reasonable regulation that balances environmental protection with economic survival. But EPA's own guidance shows that MPCA has the authority—and indeed the responsibility—to consider the full range of economic and social impacts before denying Keetac's variance request.

We urge MPCA to reconsider its preliminary denial and approve Keetac's variance request.

Respectfully submitted,

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

References

- U.S. Environmental Protection Agency. Interim Economic Guidance for Water Quality Standards Workbook. EPA 823-B-95-002. March 1995.
- University of Minnesota Duluth, Bureau of Business and Economic Research (BBER). Economic Impact of Ferrous and Nonferrous Mining in Minnesota. June 2020.
- Governor's Task Force on Wild Rice. Final Report to Governor Mark Dayton. January 3, 2019.

September 17, 2025

Housing & Redevelopment Authority of Hibbing
Attention: Jacquline Prescott
3115 7th Avenue East
Hibbing, MN 55746

RE: Hibbing HRA's Repositioning Plan for: Park Terrace, First Avenue, and 7th Avenue Apartments

Dear Ms. Prescott,

The City of Hibbing supports the Hibbing Housing and Redevelopment Authority's repositioning plans for its remaining public housing properties—Park Terrace, First Avenue, and 7th Avenue Apartments—using either HUD's Rental Assistance Demonstration (RAD) program or the RAD/Section 18 Blend for Small PHAs.

The repositioning plan will provide these properties with greater and more stable housing subsidies necessary for the long-term sustainability of these important affordable housing assets to the City of Hibbing. This effort aligns directly with the City's established priorities. The 2018 Comprehensive Plan and the 2023 Strategic Plan both identify housing as a central focus area, recognizing that quality affordable housing is fundamental to attracting and retaining residents, supporting workforce needs, and strengthening our neighborhoods.

The findings of the 2023 Comprehensive Housing Study underscore this urgency. The study projected demand for more than 1,200 new housing units in Hibbing through 2035, with nearly equal need between general-occupancy housing (48%) and age-restricted senior housing (52%). Current conditions show an overall rental vacancy rate of just 4.4%, below market equilibrium, indicating strong pent-up demand and limited opportunities for households seeking to move to or within Hibbing. Employers interviewed also confirmed that the lack of available housing in all categories is a significant barrier to workforce attraction and retention.

The repositioning of Hibbing's public housing stock through RAD or RAD/Section 18 conversion is consistent with these priorities and will ensure long-term affordability while preserving critical housing infrastructure for our community.

Sincerely,

Mayor Pete Hyduke
(218) 969-3067
petehyduke@hibbingmn.gov

City of Hibbing

COMMUNITY FESTIVAL LICENSE

TEMPORARY ON-SALE LIQUOR LICENSE

☐ **The fee for a community festival license shall be $35.00 per event**
☒ **The fee for a temporary liquor license shall be $35 per day**

Community Festival License Authorized: The Council may authorize any holder of an on-sale liquor license issued by the City fo dispense intoxicating liquor off-premises at a community festival held within the City. The authorization shall specify the area in which the intoxicating liquor must be dispensed and consumed. The authorization shall not be issued unless the licensee demonstrates that it has liability insurance to cover the event.

License Authorized: The Council may authorize any holder of an on-sale liquor license issued by the City to dispense intoxicating liquor off-premises at a community festival held within the City. The authorization shall specify the area in which the intoxicating liquor must be dispensed and consumed. The authorization shall not be issued unless the licensee demonstrates that it has liability insurance to cover the event.

Application: Every person desiring a license shall file with the City Administrator a written and verified application upon forms if prescribed by the proper Department of the State of Minnesota, together with such additional information as the Council may desire. If license application is not so prescribed by the State of Minnesota, then the application is submitted upon forms that are furnished by the City. Information required may vary with the type of business organization making application. All questions asked or information required by the application forms shall be answered fully and completely by the applicant. Note approval information below.

Type or Print Information

Name of Organization Making Application MN DEER HUNTERS ASSO.	Date Organized 4-19-1980	Tax Exempt Number	
Street Address P.O. BOX 12	City HIBBING	State M	Zip Code 55746
Name of Person Making Application ELIZABETH MUHVICH	Business Phone	Home Phone 218-391-3566	

Dates Liquor will be sold (1 to 4 days) 10-1-2025	Type of Organization ☐ Club ☐ Charitable ☐ Religious ☒ Other Non Profit	
Organization Officer's Name ELIZABETH MUHVICH	Address P.O. BOX 12	
Organization Officer's Name	Address	
Location where license will be used. If an Outdoor Area describe: HIBBING MEMORIAL BUILDING		
Will the applicant contract for intoxicating liquor services? If yes, list the name and address of the liquor license providing service. A current copy of the license **MUST** accompany this application. VALENTINI'S SUPPER CLUB		
The applicant(s) **WILL** provide the liquor liability insurance. Also, a current copy of the liquor liability insurance including the carrier's name and amount of coverage **MUST** accompany this application.		

APPROVAL	
Application must be submitted to the City Council Office at least 30 days prior to the event and are to be approved by the City Council	
CITY OF HIBBING	Date Approved:
City Fee Amount:	License Dates:
Date Fee Paid:	
___________________ ***Signature City Clerk***	___________________ ***Date***

City of Hibbing Public Works Regulated Waste Removal

Adolfson & Peterson Construction

September 15, 2025

Proposal #: P250823

September 15, 2025

Adolfson & Peterson Construction
8000 Norman Center Drive
Suite 1000
Minneapolis, MN 55437

Subject: City of Hibbing Public Works Regulated Waste Removal

Dear Tom Brunette,

Bay West provides the following scope of work and cost estimate to remove regulated waste from the City of Hibbing – Public Works Building located at 1425 E23rd Street, Hibbing, MN 55746 (The Site). This proposal was prepared with information gathered from emails and a visit to The Site on 9/3/25 with Adolfson & Peterson Construction (A&P).

WHY BAY WEST

Bay West is a nationally recognized environmental consulting and remediation company headquartered in St. Paul, Minnesota. Our customers know us for our attention to detail, safety record, highly skilled staff, and rapid response capabilities.

For more than 50 years, our environmental engineers, scientists, industrial and emergency response professionals have helped government and commercial enterprises navigate complex environmental concerns and ongoing environmental remediation challenges. Our customers continue to choose us as a single-source provider due to our exceptional track record and reliability.

1. BACKGROUND

Bay West understands that thermostats containing mercury and overhead door openers need to be removed packaged and disposed of appropriately. This proposal outlines the scope of work and a time and materials cost estimate to complete the service.

2. SCOPE OF WORK

The following tasks will be completed by Bay West as part of the scope of work:

- Manifest described regulated waste.
- Load equipment and mobilize two, 40-hour Hazwoper trained technicians to The Site
- Locate and identify regulated waste material to be removed from The Site for disposal.
- Remove identified waste material.
- Package waste accordingly for transport.
- Deliver to an approved waste facility for disposal.

3. CLIENT RESPONSIBILITIES

The following tasks are the responsibility of Adolfson & Peterson Construction.

- Lockout all associated power supply to equipment being removed by Bay West. review lockout with site supervisor for confirmation.
- Identify, mark and confirm items to be removed with Bay West technicians.
- Provide manlift for Bay West to access overhead door openers to be removed
- Signature approval on any waste profiles and manifests.

4. ASSUMPTIONS

- Work will be performed between the hours of 7:00am and 5:00pm Monday – Friday. Work will not be performed on Saturday or Sunday unless requested and will be subject to overtime rates.
- Labor rates will follow the current Standard Fee Schedule. Overtime rates will apply for work after eight-hours.
- Bay West will be removing and disposing of 2 thermostats containing mercury and 4 overhead door openers containing possible PCB oil.
- Identified equipment is not leaking any hazardous material it may contain.
- Equipment will be removed packaged and disposed of whole, no dismantling will be required once equipment is removed.
- Items to be removed will be marked and identified by a site contact provided by A&P.
- Estimate reflects time and materials for two field technicians, project management, equipment and travel for one 10-hour day. Additional time required to complete the service will be invoiced at time and materials rates.
- Estimated time includes service preparation and mobilization to The Site.
- If an overnight stay in Hibbing is required, GSA Per diem rates and lodging has been included as an Other Cost in the Cost Estimate below.
- If Bay West needs to provide a manlift, the additional cost will be invoiced. Cost estimate is provided as an Other Cost in the Cost Estimate below.

5. COST ESTIMATE

Time and Materials

The cost estimate is based on the above scope of work, client responsibilities, and stated assumptions. This project will be performed on a time and materials basis per the attached Project Service Agreement (PSA) and Bay West's current 2024 Standard Fee Schedule. If this proposal is acceptable, please provide a purchase order acknowledging the proposal scope of work.

LABOR, EQUIPMENT AND SUPPLIES		
Time and Materials Cost Estimate	**Quantity**	**Extended Cost**
Regulated waste removal and disposal	1 Day	$5,000.00
	Subtotal	**$5,000.00**
OTHER COSTS		
Time and Materials Cost Estimate	**Quantity**	**Extended Cost**
Lodging and Per Diem	1 night	$730.00
Manlift with delivery and pickup	1 day	$1,210.00
	Subtotal	**$1,940.00**
	Total Cost Estimate	**$6,940.00**

**Saturday Daily Rate will be 1.5 times the Standard Daily Rate; Sunday Daily Rate will be 2.0 times the Standard daily rate.

Thank you for the opportunity to submit this proposal. Bay West has been in the environmental/industrial contracting and consulting field for 50 years. I am confident that, given our level of experience, we can continue to provide Adolfson & Peterson Construction with quality, cost-effective and professional industrial services.

We appreciate the opportunity to be of service to you. Should you require any additional information, please contact me using the information provided below.

Tim Bertrand
Industrial Service Project Manager
Office: 651-291-3422
Cell:970-401-1625
Email:tbertrand@baywest.com

PROJECT SERVICE AGREEMENT

(Terms and Conditions)

1. Scope of Work

1.1 The scope of work will be based on the written and/or verbal work orders of Client, its agent(s) and/or representative(s) to Bay West. Bay West shall provide labor and materials and furnish specialized services and equipment to the extent required to perform Client's requested services in a workman-like manner. The services that Bay West may be requested to perform include, without limitation, the following:

a) environmental services;

b) industrial services;

c) environmental emergency response including containment, neutralization, decontamination, recovery, cleanup, and repackaging of material; and

d) obtaining transportation, storage, treatment, and disposal of non-hazardous, special, or hazardous waste.

e) safety training and compliance services.

1.2 Bay West shall make its own determination as to the precautions appropriate for any material, but Bay West shall accept Client's determination in a particular situation that a material is hazardous and shall handle it accordingly, whether or not Bay West agrees the particular material involved meets the definition of hazardous under applicable laws and regulations.

2. Term and Termination

2.1 This Agreement shall be in effect until otherwise terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party; provided, however, any outstanding Order(s) shall remain in full force and Bay West shall complete the work on such Order(s). Upon termination, Client shall pay for all services completed by Bay West in accordance with this paragraph. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent, has a trustee or receiver appointed for any of its assets, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.

3. Compensation

3.1 Client agrees to pay Bay West for the Services in accordance with the Fee Schedule and/or Proposal attached to this Contract as Exhibit A. Costs are meant to include subcontractors and all disbursements of every kind that Bay West is called upon to make in the execution of this Contract. Changed conditions or additions to the scope of work will be subject to change orders providing for additional compensation in accordance with the terms of this section.

☒ **Standard Fee Schedule**

4. Payment

4.1 While performing services pursuant to an Order, Bay West shall submit invoices and any applicable supporting documentation on a periodic basis. Payment shall be due within thirty (30) days from the invoice date. Interest at the rate of 1.5% per month shall accrue on any outstanding principle balance on invoices remaining unpaid commencing 30 days after the date of invoice.

4.2 Bay West understands that our Clients often pursue cost recovery actions for emergency response activities with their insurance company or other third parties. Please note, however, that Bay West requires payment within the aforementioned 30-day period regardless of whether the Client pursues cost recovery via a third party. If Client disputes Bay West's determination for the compensation due in an invoice, the undisputed portions shall be paid to Bay West within the thirty (30)-day payment period, and Client shall inform Bay West in writing within said thirty (30)-day payment period of the items and amounts in dispute. If Client and Bay West are unable to resolve the disputed items, the dispute shall be submitted to mediation as hereinafter provided.

No portion of the compensation set forth in the invoice for payment shall be retained by Client for any reason or on account of any claim, set-off, or security. Client agrees to pay a late-payment penalty of 1.5% per month of any invoice amount unpaid thirty (30) days after the invoice date unless the unpaid amount is a disputed amount referred to mediation.

4.3 Bay West reserves the right to cease any further work for Client if the event any Bay West invoice is not paid within thirty (30) days of the date of the invoice.

5. Non-Solicitation of Employees

5.1 Client agrees that for the Term of this Agreement and for eighteen (18) months thereafter, the Client shall neither directly or indirectly through or with one or more other persons recruit or solicit for employment or other services any person who is an employee or independent contractor, or who was an employee or independent contractor at any time during the six months prior thereto of Bay West or who had contact in connection with the Services. Nothing in this Agreement restricts Client from using general means to solicit the general public not specifically targeting such employees and independent contractors. This shall in no way, however, be construed to restrict, limit or encumber the rights of any employee granted by law.

6. Independent Bay West

6.1 Bay West is and shall be an independent contractor in performing the services and shall not act as an agent or an employee of Client. Bay West shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. Bay West shall not have any right or authority to make any representation or to assume or create any obligation, express or implied, on behalf of Client.

7. Permits, Documentation, Records, and Audit

7.1 Upon request, Bay West shall submit to Client copies of all applicable licenses, permits and approvals issued by any governmental authority to Bay West necessary for performance of the work.

7.2 Upon request, Bay West shall provide Client with copies of all documents relating to the services performed.

7.3 Bay West shall maintain complete, true and correct records in connection with each service performed and all transactions relating to each service. Bay West shall retain all such records for five (5) years after each Order has been fulfilled or for any longer period of time required by law.

8. Representations

8.1 Bay West represents as follows:

a) Bay West has the capability, experience, and means necessary to perform the services contemplated by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

b) Techniques for investigating, mitigating, or remediating hazardous, toxic, radioactive, pollutant, or irritant conditions are rapidly evolving and new solutions are continually being developed. Likewise, the standards and regulations being imposed by various government entities are subject to rapid and continuing change. Given this dynamic situation, Bay West will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS, AND SERVICES TO BE PROVIDED HEREUNDER, OR THE DELIVERY, USE, OR PERFORMANCE THEREOF.

c) Sampling procedures employed by Bay West during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. Bay West may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, Bay West cannot warrant, represent, or certify the non-existence or non-presence, or the extent of existence or presence, of conditions or materials, and Client's obligations under this Agreement will not be contingent upon Bay West's delivery of any warranties, representations, or certifications.

d) If requested to provide recommendations for transport, treatment or disposal of wastes, Bay West agrees to recommend only facilities recognized by the U.S. Environmental Protection Agency and the appropriate State jurisdiction as having all necessary licenses and permits.

8.2 Client represents as follows:

a) Where an Order includes coordinating transportation or disposal of waste belonging to Client, Client will provide Bay West with all known relevant information in its possession concerning the composition, quantity, toxicity or hazardous properties of such waste for which services are requested. Client is and at all times shall remain responsible for the accuracy of information transmitted to Bay West or to the disposal facility or both regarding the composition of the waste unless the information originates with Bay West, and Client will notify Bay West at all times of any new information not previously transmitted regarding the composition of such waste.

b) If Bay West determines that the information provided it by Client differs from the actual characteristics of the waste, Bay West shall promptly notify Client of that fact, and the waste involved shall be regarded as non-conforming material. Client and Bay West shall endeavor to agree upon a lawful manner for the disposition of the non-conforming material, and if they are unable to reach an agreement, the non-conforming material will be returned to Client or its designee, and Client shall bear the cost of returning the material.

c) Client shall retain title to its waste until such waste is accepted by a disposal facility. Whether or not accepted by a disposal facility, any waste rejected by a disposal facility will cause title to such waste to remain with Client.

d) Any disposal facility selected shall have been selected by Client, and Bay West's services in connection with recommending a disposal facility and arranging for the use of such facility for the disposal of Client's waste shall not be deemed as constituting management of Client's waste by Bay West nor the selection of the disposal facility by Bay West. Nothing herein will be construed or interpreted as requiring Bay West to assume the status of generator, storer or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended, or within any state statute governing the treatment, storage, or disposal of waste.

e) Client will obtain access to any site including any third party property necessary for Bay West to perform the Services.

9. Assignment

9.1 Neither party shall assign this Agreement without the prior written consent of the other. Bay West may upon giving notice to client subcontract portions of this work as customary.

10. Indemnification/Damages

10.1 Bay West agrees to indemnify and hold harmless Client and its officers, directors, employees and agents from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by the negligence or willful misconduct of Bay West or its agents, employees, or subcontractors in the performance of the Services.

10.2 Client agrees to indemnify and hold harmless Bay West and its officers, directors, employees, and agents, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by (a) the negligence or willful misconduct of Client or (b) the selection of the disposal facility, the profiling of waste, or the strict liability arising as a result of the performance of the Services unless Bay West has acted negligently in performing the Services.

10.3 Client recognizes that certain federal, state, or local laws or regulations provide that where multiple parties are considered responsible for any hazardous, toxic, radioactive, pollutant, or irritant condition ("Condition") each may be held liable for the Condition under the doctrines of joint and several liability or strict liability. Client agrees that it is not the purpose of this Agreement that Bay West be exposed to any liability arising out of any pre-contract Condition at the Site, the activities of others, or the non-negligent performance by Bay West of the Work. Accordingly, Client waives any claims and agrees to indemnify, defend, and save harmless Bay West, its agents, employees, or subcontractors from any demands, suits, judgments, expenses, attorney fees, and losses by reason of any injury to persons, death, or damage to property arising in connection with any Condition at the Site. This obligation exists irrespective of whether the Condition was generated or introduced before or after the execution of this Agreement or whether Client was aware of or involved in the generation or introduction of the Condition. This obligation does not apply to any Condition brought to the Site by Bay West or to the extent Bay West negligently contributed to any Condition.

10.4 Client and Bay West each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of profits) sustained by the other, its successors or assigns.

10.5 Nothing herein will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

10.6 Bay West's liability for claims by the Client will not exceed the total sum of $100,000.00 or the total payments received from the Client for the Work, whichever is greater.

11. Insurance

11.1 Upon request of Client, Bay West shall furnish to Client copies of insurance certificates evidencing that. Bay West maintains statutory and/or appropriate insurance coverages for the following categories: Worker's Compensation, Employer's Liability, Automobile Liability, Commercial General Liability, Professional Liability, and Contractor's Pollution Liability.

12. Confidentiality

12.1 Client shall treat as confidential, information and data furnished to Client in connection with this Agreement by Bay West marked "Confidential" that relate to Bay West's technology, formulae, procedures, processes, inventions, and computer programs. Client shall not disclose the confidential information to any unaffiliated third party.

12.2 In the course of performing services under this Agreement, Client may disclose to Bay West, or Bay West may otherwise acquire, business or technical information Client considers confidential or proprietary. Bay West will maintain in confidence all such information and will not disclose the information to others. Bay West will further maintain in confidence the details of the work it is performing for Client specifically including the type of service being performed and the materials being handled, except as otherwise required by law or waived in writing by Client. Bay West will not use any of the above information for any purpose other than the performance of services for Client. Upon Client's request, Bay West shall return all reports, drawings, plans and other documentation furnished to Bay West by Client, and any copies thereof. Bay West may, however, retain one copy of any document prepared by or furnished to Bay West in connection with the performance of services under this Agreement in the files of its legal department for record purposes only.

12.3 Nothing contained in this Agreement shall prevent either Client or Bay West from disclosing to others or using in any manner information which (a) was known to the receiving party before disclosure by the other party, (b) is part of the public domain or becomes part of the public domain through no act or omission of the receiving party, or (c) has been or is furnished to the receiving party by a third party, other than one acting directly or indirectly for or on behalf of Client or Bay West, who is not under an obligation of confidentiality to the disclosing party.

12.4 In the event either party is required by a court or governmental authority to disclose any information received from the other party that is deemed by this Agreement to be confidential, the receiving party shall give prompt written notice to the other party, if possible, and allow the other party the opportunity to resist the disclosure.

13. Force Majeure

13.1 Neither party shall be deemed in breach of this Agreement to the extent that a delay or failure in the performance of its obligations results from any cause beyond its reasonable control. Such causes include acts of God, war, riot, fire, explosion, accident, adverse weather conditions, strikes, lack of adequate supplies or transportation, labor or workforce shortages, and acts of governmental authorities.

13.2 The party asserting a right to suspend performance under this Agreement due to a force majeure cause shall promptly notify the other party of the cause, the performance suspended, and the anticipated duration of the suspension.

13.3 Upon receipt of the notice set forth in Section 12.2, the party who received the notice may elect to (a) terminate the affected service or any part thereof or (b) suspend the affected service or any part thereof for the duration of the force majeure condition. In the latter event, performance shall be resumed once the force majeure condition ceases. Unless written notice is given by the non-affected party within thirty (30) days after being notified of the force majeure condition, the party shall be deemed to have elected option b. In the event the non-affected party chooses or is deemed to have chosen option b, it may at any time thereafter terminate the affected service or any part thereof upon fifteen (15) days' notice.

14. Utilities

14.1 Bay West will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Bay West may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Bay West has proceeded with reasonable precautions and in reliance on that information.

15. Use of Reports and Records

15.1 Reports and Records generated under this Agreement in associations with the performance of the services will be intended for a specific purpose and directed to persons and entities specifically stated in the report or record. Upon payment, Client will become the owner of those reports and records, but they should only be used in connection with the intended use. Any other use or distribution to third parties not specifically named in the Report or Record shall be at Client's sole risk. Client agrees to indemnify, defend and hold Bay West harmless from any and all claims, damages, and costs arising out of Client's use of any Report or Record for any purpose other than intended or the distribution to any third parties not specifically named in the Report or Record.

16. Mediation

The construction of this Agreement and any controversies, claims, disputes, or litigation arising from or related to work to be performed under an Order are governed by the laws of the state of Minnesota. All litigation shall be commended in the courts of Ramsey County, Minnesota or the United States Federal

District Court for the District of Minnesota, and the parties hereby agree that venue in those courts is exclusive and proper.

16.2 In the event of a dispute, the parties agree that as a condition precedent to instituting litigation they will submit the dispute to non-binding Mediation. In the event that the requirement of mediation will allow the applicable statute of limitations to expire, the party pursuing the dispute may serve the demand for mediation with the Summons and Complaint.

16.3 If either party demands that a dispute be resolved through mediation, a notice of demand for mediation shall be presented to the other party, in writing with an explanation of the dispute. A mediator shall be mutually agreed upon within thirty (30) days of receipt by the non-demanding party of the notice of demand for mediation. If a mediator cannot be mutually agreed upon by such date, either party may request the appointment of a mediator by the American Arbitration Association.

16.4 The costs of mediation shall be borne equally by both parties unless the parties at mediation agree to and alternate distribution.

16.5 In no event shall a demand for mediation be made after the date in which institution of legal or equitable proceedings based upon such a dispute would be barred by the applicable statute of limitations.

17. Entire Agreement

17.1 No waiver of or failure to enforce any term of this Agreement shall affect or limit a party's right thereafter to enforce and compel strict compliance with every term.

17.2 The headings in this Agreement are for the purposes of convenience and ready reference only and shall not be deemed to expand or limit the particular sections to which they pertain.

17.3 In the event any part of this Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

17.4 This Contract represents the entire understanding and agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter hereof. In no event shall any other terms or conditions found on a purchase or work order or similar document, or any Contractor document be considered an amendment or modification of this Contract. This Contract shall inure to the benefit of and be binding upon the parties and their successors-in-interests and permitted assigns.

DESIGNATED REPRESENTATIVE

BAY WEST		CLIENT	
Name Address	**Phone-Email-Fax**	**Name Address**	**Phone-Email-Fax**
Tim Bertrand 5 Empire Drive St. Paul, MN 55103	651-291-3422 tbertrand@baywest.com Fax: 651.291.0099	Tom Brunette 8000 Norman Center Drive Suite 1000 Minneapolis, MN 55437	612-400-4185 tbrunette@a-p.com

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT TERMS AND CONDITIONS, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING. **ONCE EXECUTED, PLEASE RETURN A COPY OF THE EXECUTED AGREEMENT TO BAY WEST BY EMAIL, FAX OR MAIL.**

ACCEPTED BY:

BAY WEST LLC:	**CLIENT:**
By:	By:
Title	Title
Date	Date

DATE:

BETWEEN: **LIVEBARN INC.** ("LiveBarn")

and

The City of Hibbing_________________________
("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Streaming Service");

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform") or its wholly owned MNHockey.Tv platform (the "MNHockey.Tv Platform").

WHEREAS the LiveBarn platform is defined as being the subscription platform that will broadcast all of the Non-High School level activity, or other designated activity that is non-explicitly owned.

WHEREAS the MNHockey.Tv platform is defined as being the subscription and pay per-view based platform (the "MNHockey.Tv Platform") that will broadcast all of the High School or otherwise explicitly owned activity.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE STREAMING SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal streaming quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform or the MNHockey.Tv Platform (as determined by LiveBarn). In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platfrom. From time to time, LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn will guarantee that the minimum Revenue Share generated and paid by LiveBarn to Venue Owner, will be at minimum of four thousand dollars ($4,000) per Ice Rink Sheet annually, the "Guaranteed Revenue". Commencing on October 1st, 2025, LiveBarn will pay Venue Owner the Guaranteed Revenue Advance upon invoice. During the subsequent 12 months, LiveBarn will track the Revenue generated by promo codes as mentioned in section 1.5, and if at any point in any 12-month period beginning on October 1st 2025, the promo code payment exceeds the Guaranteed Revenue, LiveBarn will be responsible for paying the difference between the actual Revenue share earned and the Guaranteed Revenue. Any additional revenue payment that is earned will be paid when the annual guarantee is paid. This will repeat annually throughout the Term of this agreement, beginning on October 1st of each calendar year. The Guaranteed Revenue referenced in this section will only be applicable if MNHockey.TV has the rights and is able to broadcast the majority of the High School hockey games at Venue Owner's location. For the purpose of clarity, should the majority of High Schools games be broadcast on another streaming service other than MNHockey.TV or LiveBarn.com, Venue Owner will not be entitled to the Guaranteed Revenue referenced in this section but will still be entitled to all the revenue earned under subsection 1.5.

1.7 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner, it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform or MNHockey.Tv Platform users, subject to sections 1.8 and 1.9 below.

1.8 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.9 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.10 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.11 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six-year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that during the Term, including all Renewal Periods, and notwithstanding the termination of this Agreement by the Venue Owner, LiveBarn shall have the absolute exclusivity to stream, broadcast, or otherwise distribute all sports and recreational activities occurring on each of the Ice Rink Sheets using an unmanned operated camera. For clarity, a device is an "unmanned operated camera" if it either (i) does not require a human operator to capture footage, or (ii) uses software to automatically track the action or follow the play at an event and thereby capture, record, or broadcast footage in any automated fashion. For greater certainty, the said exclusivity shall apply for the entire Term, including any applicable Renewal Period, even if the Venue Owner elects to terminate this Agreement prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30-minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains $5,000,000 of General Liability Insurance, $2,000,000 in Media Coverage Insurance and $2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Minnesota. Any disputes shall be heard in the courts of the State of Minnesota.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature: ________________________________
Ray Giroux, COO

Venue Owner
Signature: ________________________________

Per: ________________________________
Title: ________________________________
Date:

SCHEDULE A (REQUIRED)

Venue Name and Address:

Hibbing Memorial Building Arena

400 East 23rd Street

Hibbing, MN 55746

Name of Each Rink:

Hibbing Memorial Building Arena

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Primary Contact - Venue General Manager or Decision Maker:

Name: Nick Arola

Work Number: 218-362-5951

Cell Phone:

Email Address: NickArola@hibbingmn.gov

HIBBING

Request for Council Action

City Council Action

Approve RES-25-09-XX AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR 507 E HOWARD STREET

Description of Agenda Item

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR 507 E HOWARD STREET

Strategic Initiative

WHEREAS, the City of Hibbing and its economic development partner, the Hibbing Economic Development Authority (HEDA), have jointly prioritized the revitalization of downtown Hibbing as outlined in the City's 2018 Comprehensive Plan, which calls for targeted investment, blight removal, and adaptive reuse in the core commercial district

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

WHEREAS, the structure located at 507 East Howard Street (Parcel ID 140-0070-00790) is a fire-damaged, tax-forfeited property that has remained vacant for years and was determined by Northland Consulting Engineers in 2022 to be structurally unsalvageable; and

WHEREAS, City staff and St. Louis County explored potential reuse options for the property, including outreach to developers, but confirmed that rehabilitation was not feasible due to the extent of structural damage, water intrusion, and fire-related deterioration; and

WHEREAS, the 507 E Howard building shares a common wall with 509 E Howard, and any demolition work will require care and coordination to protect the structural integrity of the adjacent property; and

WHEREAS, the building lies directly across the street from the historic Androy Hotel, where property owner Trellis is investing more than $13 million in comprehensive building renovations, including upgrades to housing, event, and hospitality infrastructure; and

WHEREAS, removing the 507 structure will eliminate a safety hazard and open the opportunity for shared-use space, parking, or staging that can support the ongoing downtown redevelopment strategy led by HEDA, including enhanced access to the Androy Hotel and the 500 Block; and

WHEREAS, the City of Hibbing seeks to apply to the Iron Range Resources and Rehabilitation

Board (IRRR) for a Commercial Redevelopment Grant to assist with demolition and site preparation costs associated with 507 E Howard Street, in coordination with the County, HEDA, and adjacent property owners; and

Board/Commission/Committee Actions(s):

HEDA will facilitate the DIRRR grant application and acceptance, along with the demo project as part of the 400 Block Redevelopment Demolition project

Budgetary/Fiscal Impact

$500 from the land acquisition fund

Action Requested

Approve RES-25-09-XX AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR 507 E HOWARD STREET

Attachments

1. RES-25-09-XX CoHib 507 E Howard DIRRR CR Grant

At a Regular Meeting of the Hibbing City Council held on Wednesday, September 17, 2025, at 5:00 p.m. in the Hibbing City Hall Council Chamber, Councilor [INSERT NAME] offered the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 2025-09-XX

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR 507 E HOWARD STREET

WHEREAS, the City of Hibbing and its economic development partner, the Hibbing Economic Development Authority (HEDA), have jointly prioritized the revitalization of downtown Hibbing as outlined in the City's 2018 Comprehensive Plan, which calls for targeted investment, blight removal, and adaptive reuse in the core commercial district; and

WHEREAS, the structure located at 507 East Howard Street (Parcel ID 140-0070-00790) is a fire-damaged, tax-forfeited property that has remained vacant for years and was determined by Northland Consulting Engineers in 2022 to be structurally unsalvageable; and

WHEREAS, City staff and St. Louis County explored potential reuse options for the property, including outreach to developers, but confirmed that rehabilitation was not feasible due to the extent of structural damage, water intrusion, and fire-related deterioration; and

WHEREAS, the 507 E Howard building shares a common wall with 509 E Howard, and any demolition work will require care and coordination to protect the structural integrity of the adjacent property; and

WHEREAS, the building lies directly across the street from the historic Androy Hotel, where property owner Trellis is investing more than $13 million in comprehensive building renovations, including upgrades to housing, event, and hospitality infrastructure; and

WHEREAS, removing the 507 structure will eliminate a safety hazard and open the opportunity for shared-use space, parking, or staging that can support the ongoing downtown redevelopment strategy led by HEDA, including enhanced access to the Androy Hotel and the 500 Block; and

WHEREAS, the City of Hibbing seeks to apply to the Iron Range Resources and Rehabilitation Board (IRRR) for a Commercial Redevelopment Grant to assist with demolition and site preparation costs associated with 507 E Howard Street, in coordination with the County, HEDA, and adjacent property owners; and

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

1. Authorization: The Community Development Director is hereby authorized to prepare and submit an IRRR Commercial Redevelopment Grant application for the 507 East Howard Street property (PID 140-0070-00790).

2. Purpose: The grant will be used to offset the cost of demolition and site clearance of the blighted 507 E Howard structure, including necessary activities related to that work.

3. Support: The City Council supports this action as a key step toward improving downtown safety, removing long-blighted structures, and enabling long-term reinvestment consistent with the City's Comprehensive Plan and HEDA's downtown redevelopment goals.

4. Commitment: The City of Hibbing affirms its commitment to project oversight and compliance with all applicable IRRR grant requirements.

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

FOR ADOPTION:

AGAINST:

ABSTAINED:

ABSENT:

Passed and adopted this 2nd day of July, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor

Candie Seppala, City Clerk/Dep. Admin

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

The City Council of Hibbing recognizes the essential role of Fairview Range Hospital, located at 750 East 34th Street, Hibbing, Minnesota 55746, in providing critical health care services to Hibbing and the surrounding region. The hospital is a key community asset supporting livable communities, workforce retention, and local economic stability.

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

The City further recognizes that the hospital is in need of roof replacement to preserve the integrity of its facilities, ensure safe and reliable operations, and extend the useful life of the building.

Board/Commission/Committee Actions(s):

Approve RES-25-09-XX AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR FAIRVIEW RANGE HOSPITAL AT 750 East 34th Street, Hibbing, Minnesota 55746

Budgetary/Fiscal Impact

Staff facilitation of the grant.

Action Requested

Approve RES-25-09-XX AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION COMMERCIAL REDEVELOPMENT GRANT FOR FAIRVIEW RANGE HOSPITAL AT 750 East 34th Street, Hibbing, Minnesota 55746

Attachments

1. RES-25-09-XX DIRRR Commercial Redevelopment Grant Fairview
2. Range Cornice Roof Quote

At a Regular Meeting of the Hibbing City Council held on Wednesday, September 17, 2025, at 5:00 p.m. in the Hibbing City Hall Council Chamber, Councilor [INSERT NAME] offered the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 2025-09-XX

RESOLUTION AUTHORIZING THE CITY OF HIBBING TO MAKE AN APPLICATION TO AND ACCEPT FUNDS FROM THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION FOR COMMERCIAL REDEVELOPMENT FUNDING TO ASSIST WITH ROOF REPLACEMENT AT FAIRVIEW RANGE HOSPITAL

Section 1. Purpose.

The City Council of Hibbing recognizes the essential role of Fairview Range Hospital, located at 750 East 34th Street, Hibbing, Minnesota 55746, in providing critical health care services to Hibbing and the surrounding region. The hospital is a key community asset supporting livable communities, workforce retention, and local economic stability.

The City further recognizes that the hospital is in need of roof replacement to preserve the integrity of its facilities, ensure safe and reliable operations, and extend the useful life of the building.

Section 2. Application and Funding Acceptance.

2.01. The City of Hibbing hereby authorizes submission of an application to the Department of Iron Range Resources and Rehabilitation (IRRR) for Commercial Redevelopment funding to assist with the replacement of the roofs at Fairview Range Hospital.

2.02. The City of Hibbing further authorizes and agrees to accept any grant funds awarded by the Department of IRRR in connection with this project.

Section 3. Effective Date.

This resolution shall be effective immediately upon its adoption.

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

FOR ADOPTION:

AGAINST:

ABSTAINED:

ABSENT:

Passed and adopted this 17th day of September, 2025.

CITY OF HIBBING

Pete Hyduke, Mayor	Candie Seppala, City Clerk/Dep. Admin

RANGE CORNICE & ROOFING COMPANY
ROOFING & ARCHITECTURAL SHEET METAL CONTRACTOR
PHONE: (218) 263-8812
Fax: (218) 263-8185
510 W. 41ST Street
Hibbing, MN 55746

RANGE CORNICE AND ROOFING			
PROJECT: FAIRVIEW RANGE MEDICAL CENTER ROOF REPLACEMENT 25160		DATE: 9/16/2025	
PRICE BREAKDOWN			
PRICE (A) HIGH ROOF			
HIGH ROOF DEMOLITION		HIGH ROOF NEW	
LABOR	$17,399.00	LABOR	$77,081.00
MATERIALS	$1,049.00	MATERIALS	$112,295.00
EQUIPMENT AND MISC.	$9,751.00	EQUIPMENT & MISC.	$14,728.00
TOTAL:	$28,199.00	**TOTAL:**	$204,104.00
PRICE BREAKDOWN			
PRICE (B) WEST WING ROOF			
WEST WING ROOF DEMOLITION		WEST WING NEW	
LABOR	$10,187.00	LABOR	$52,240.00
MATERIALS	$850.00	MATERIALS	$73,025.00
EQUIPMENT & MISC.	$8,032.00	EQUIPMENT & MISC.	$7,216.00
TOTAL:	$19,069.00	**TOTAL:**	$132,481.00
PRICE BREAKDOWN			
PRICE (C) EAST WING ROOF			
EAST WING ROOF DEMOLITION		EAST WING ROOF NEW	
LABOR	$9,980.00	LABOR	$48,041.00
MATERIALS	$785.00	MATERIALS	$72,699.00
EQUIPMENT & MISC.	$6,143.00	EQUIPMENT & MISC.	$7,897.00
TOTAL:	$16,908.00	**TOTAL:**	$128,637.00

Request for Council Action

City Council Action

Approve RES-25-09-XX REQUESTING AN EASEMENT ON CERTAIN PARCELS FROM THE HIBBING PUBLIC UTILITY FOR THE PURPOSE OF CONSTRUCTING A PUBLIC ACCESS ROAD TO SUPPORT THE HRA OF HIBBING'S DEVELOPMENT OF COBB COOK PLACE AND MISSABE MANOR

Description of Agenda Item

Approve RES-25-09-XX REQUESTING AN EASEMENT ON CERTAIN PARCELS FROM THE HIBBING PUBLIC UTILITY FOR THE PURPOSE OF CONSTRUCTING A PUBLIC ACCESS ROAD TO SUPPORT THE HRA OF HIBBING'S DEVELOPMENT OF COBB COOK PLACE AND MISSABE MANOR

Strategic Initiative

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

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

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

WHEREAS, the City Council affirms the critical role of this project in advancing housing opportunities, community connectivity, and redevelopment efforts; and
WHEREAS, the proposed roadway will enhance connectivity, promote economic development, and improve public safety, thereby supporting community goals set forth in the City's 2018 Comprehensive Plan and 2023 Strategic Plan;

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

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

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

Board/Commission/Committee Actions(s):
HPUC needs to approve an easement agreement.

Budgetary/Fiscal Impact
The cost of designing and building a road.

Action Requested
Approve RES-25-09-XX REQUESTING AN EASEMENT ON CERTAIN PARCELS FROM THE HIBBING PUBLIC UTILITY FOR THE PURPOSE OF CONSTRUCTING A PUBLIC ACCESS ROAD TO SUPPORT THE HRA OF HIBBING'S DEVELOPMENT OF COBB COOK PLACE AND MISSABE MANOR

Attachments
1. RES-25-09-XX Request Easement on HPU PIDs for HRA Road

At the regular City Council meeting held September 17, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, Councilor [Name] introduced the following Resolution and moved its adoption:

STATE OF MINNESOTA
ST. LOUIS COUNTY
CITY OF HIBBING

RESOLUTION NO. 25-09-XX

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

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

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

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

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

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

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

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

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

1. That the City of Hibbing hereby formally requests an easement for a public roadway on Parcel ID numbers 139-0050-04696, 140-0290-00607, and 140-0290-00609 from the Hibbing Public Utility to the City of Hibbing.

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

3. That the city staff has authority to draft and easement agreement with public utilities staff and bring back to council for approval.

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

FOR:

AGAINST:

ABSTAINING:

ABSENT:

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

CITY OF HIBBING

ATTEST:

Candie Seppala, Clerk/Deputy Admin.   Pete Hyduke, Mayor

Request for Council Action

City Council Action

Description of Agenda Item

Offer Resolution No. 25-09-?? regarding the issuance of general obligation sales tax revenue bonds, series 2025A

Strategic Initiative

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

This resolution would authorize city staff and our municipal advisor to sell bonds on the public market as a temporary financing method for our public safety building. We have a rating call planned for September 30th with S&P. These bonds are temporary and would have to refinanced within 3 years of the sale date. The city would pay interest only until we complete the refinancing. The amount of this sale is an amount not to exceed $19,850,000 — our $19.6M approved by the voters to be supported with sales tax revenues, and then the additional $200K is for financing costs.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

The debt service on the bonds will be paid back with sales tax revenues (if sufficient). If there's a shortfall, the city would levy the additional amount needed.

Action Requested

Please approve

Attachments

1. Hibbing resolution
2. PresaleReport.Hibbing.2025A

RESOLUTION NO. ____________

RESOLUTION OF THE CITY OF HIBBING, MINNESOTA, REGARDING THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY SALES TAX REVENUE BONDS, SERIES 2025A

BE IT RESOLVED, by the City Council (the "Council") of City of Hibbing, located in St. Louis County, Minnesota (the "Issuer"), as follows:

Section 1. Authority; Finding; Recitals. Under and pursuant to Laws of Minnesota for 2023, Chapter 64, Article 10, Section 36, and Minnesota Statutes, Chapter 475, this Council hereby finds and determines that it is necessary and expedient for the Issuer to sell and issue its general obligation bonds in the total aggregate principal amount of not to exceed $19,850,000 (the "Bonds"), in order to provide funds for the construction of a regional public safety center and to pay issuance costs of the Bonds.

Section 2. The Bonds. The Council determines that it is necessary, expedient, and in the best interests of the Issuer's residents that the Issuer, as permitted by the Act, issue, sell and deliver the Bonds, in one or more series, for the purpose of financing the costs of the Project, and to pay the costs of issuance of, and capitalized interest on, if any, the Bonds.

Section 3. Sale of the Bonds. The Issuer's administrative staff is hereby authorized and directed to work with Ehlers & Associates, Inc., municipal advisor to the Issuer, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit bids and arrange for the sale of the Bonds.

Section 4. Form and Terms of the Bonds. The principal amounts, terms, conditions, form, specifications, and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Council.

Adopted: September 17, 2025.

____
Mayor

ATTEST:

____
Clerk

08951\000021\1E81572.DOCX

September 17, 2025

PRE-SALE REPORT FOR

City of Hibbing, Minnesota

$19,840,000 General Obligation Temporary Sales Tax Revenue Bonds, Series 2025A

Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Advisors:

Nick Anhut, Senior Municipal Advisor
Keith Dahl, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$19,840,000 General Obligation Temporary Sales Tax Revenue Bonds, Series 2025A (the "Bonds")

Purposes:

In 2024, City voters authorized a new local option sales tax and the issuance of general obligation bonds to fund the construction of a new regional public safety center. The proposed Bonds issue includes temporary, tax-exempt financing to facilitate construction underway in 2025 and 2026.

Inclusive of estimated financing costs, the Bonds will be structured as temporary bonds maturing in 2028. The interim debt service will be paid from sales tax revenue collections, with the intent to convert the amount into long term debt as part of permanent financing for the project in 2026 or 2027.

Authority:

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and MN Session Laws 2023, Chapter 64, Article 10, Section 29 (the "Special Legislation").

Under the Special Legislation, the City may issue bonds to fund up to $19,600,000 for the project, plus amounts to provide for the costs of issuance. The bonds may be secured by any funds available to the City including the new sales tax, and do not count towards the City's statutory debt limit.

Term/Call Feature:

The Bonds are being issued for a term of 3 years with the full principal amount of the Bonds due on November 1, 2028. Interest will be due every six months beginning May 1, 2026. The Bonds will be offered with a call option allowing prepayment without penalty at the discretion of the City starting May 1, 2026 or any date thereafter.

Credit Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is "AA." To enhance marketability and potentially attain the lowest costs available in the market, we recommend the City request a new evaluation to update and apply the credit rating to the proposed Bonds.

The underwriter on the Bonds may elect to purchase bond insurance within the parameters of their bid. In that instance, the credit rating for the issue may be higher in the event the credit rating of the insurer is higher than that of the City.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. The process will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks. An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce the final borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the purchaser pays an amount in excess of the face value of a maturity in return for a higher coupon (the interest rate paid by the issuer) than the prevailing market yields. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $19,000,000 offering may receive bids that result in proceeds of $19,380,000 to $20,900,000.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no viable refunding opportunities to consider adding to the bond issue at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities as they arise.

Continuing Disclosure:

The City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and engages with Ehlers as its disseminating agent to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction and debt service accounts, along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Officers' Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exceptions to the Arbitrage Rules by meeting 1) spend down requirements, 2) bona fide debt service fund limits, 3) reasonable reserve requirements, 4) investments yield restrictions and/or de minimis rules. An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities within the Tax Compliance Document for the Bonds.

Investment of Bond Proceeds:

Subject to the Arbitrage Rules and Tax Compliance Document mentioned above, the City may maximize the funding opportunity for its projects by temporarily investing the proceeds until the funds are needed to pay for construction expenditures. As a Registered Investment Advisor, Ehlers will assist the City to devise an investment strategy within the objectives of the City's investment practices.

Risk Factors: Sales Tax Revenues

The City expects to pay the debt service with sales tax revenue collections, which began in 2025. Although not anticipated, if sales tax revenue is ever inadequate the City may need to use other funds or levy taxes to pay any debt service.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those providers so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers, please contact us.

Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.
Paying Agent: Bond Trust Services Corporation
Rating Agency: S&P Global Ratings (S&P)

Basis for Recommendation:

Based on the City's objectives; financial situation; risk tolerance; liquidity needs; experience with the issuance of Bonds; long-term financial capacity; as well as the tax status considerations, structure, timing and other similar matters related to the Bonds; we are recommending the issuance as a suitable option for interim financing of the project.

Summary:

The decision to be made by the City Council is to accept or modify the finance assumptions described in this report in consideration of a resolution to schedule a competitive sale of the Bonds for the October 15th City Council meeting.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	September 17, 2025
Due Diligence Call to Review Official Statement:	Week of September 29, 2025
Conference with Rating Agency:	September 30, 2025
Distribute Official Statement:	October 2, 2025
City Council Meeting to Award Sale of the Bonds:	October 15, 2025
Estimated Closing Date:	November 5, 2025

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule

EHLERS' CONTACTS

Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Keith Dahl, Senior Municipal Advisor	(651) 697-8595
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Hibbing, Minnesota

$19,840,000 GO Temporary Sales Tax Revenue Bonds, Series 2025A
Assumes Current Market Non-BQ AA Rates +35bps
Matures 2028

Estimated Sources & Uses

Dated 11/05/2025 | Delivered 11/05/2025

Sources Of Funds

Par Amount of Bonds	$19,840,000.00
Total Sources	**$19,840,000.00**

Uses Of Funds

Total Underwriter's Discount (0.600%)	119,040.00
Costs of Issuance	118,000.00
Deposit to Project Construction Fund	19,600,000.00
Rounding Amount	2,960.00
Total Uses	**$19,840,000.00**

City of Hibbing, Minnesota

$19,840,000 GO Temporary Sales Tax Revenue Bonds, Series 2025A

Assumes Current Market Non-BQ AA Rates +35bps

Estimated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2025	-	-	-	-	-
05/01/2026	-	-	276,437.33	276,437.33	-
11/01/2026	-	-	282,720.00	282,720.00	559,157.33
05/01/2027	-	-	282,720.00	282,720.00	-
11/01/2027	-	-	282,720.00	282,720.00	565,440.00
05/01/2028	-	-	282,720.00	282,720.00	-
11/01/2028	19,840,000.00	2.850%	282,720.00	20,122,720.00	20,405,440.00
Total	**$19,840,000.00**	**-**	**$1,690,037.33**	**$21,530,037.33**	**-**

Yield Statistics

Bond Year Dollars	$59,299.56
Average Life	2.989 Years
Average Coupon	2.8500000%
Net Interest Cost (NIC)	3.0507435%
True Interest Cost (TIC)	3.0616821%
Bond Yield for Arbitrage Purposes	2.8500761%
All Inclusive Cost (AIC)	3.2729509%

IRS Form 8038

Net Interest Cost	2.8500000%
Weighted Average Maturity	2.989 Years

City of Hibbing, Minnesota

$19,840,000 GO Temporary Sales Tax Revenue Bonds, Series 2025A

Assumes Current Market Non-BQ AA Rates +35bps

Estimated Debt Service Schedule and Revenue Coverage Calculation

Date	Principal	Coupon	Interest	Total P+I	105% Coverage
11/01/2026	-	-	559,157.33	559,157.33	587,115.20
11/01/2027	-	-	565,440.00	565,440.00	593,712.00
11/01/2028	19,840,000.00	2.850%	565,440.00	20,405,440.00	21,425,712.00
Total	**$19,840,000.00**	**-**	**$1,690,037.33**	**$21,530,037.33**	**$22,606,539.20**

Significant Dates

Dated	11/05/2025
First Coupon Date	5/01/2026

Yield Statistics

Bond Year Dollars	$59,299.56
Average Life	2.989 Years
Average Coupon	2.8500000%
Net Interest Cost (NIC)	3.0507435%
True Interest Cost (TIC)	3.0616821%
Bond Yield for Arbitrage Purposes	2.8500761%
All Inclusive Cost (AIC)	3.2729509%

IRS Form 8038

Net Interest Cost	2.8500000%
Weighted Average Maturity	2.989 Years

Request for Council Action

City Council Action

Description of Agenda Item

Offer Resolution No. 25-09-?? approving the preliminary budget and levy for taxes payable in 2026

Strategic Initiative

The tax levy is required to balance the city's operating budgets, pay for capital equipment and projects, and pay back existing debt.

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

City staff have been working extensively on the city's 2026 budget since April. Rising costs continue to impact the city's budget. The city relies heavily on Local Government Aid (LGA) and taconite aids to fund the city's budget. Certified LGA only increased by $21,840 (0.23%) for 2026. Taconite taxes and aids are expected to decrease by $133,972 or 5.8%. At the same time, expenditures are expected to increase in the general fund by $1,203,393 or 5.4%. The preliminary levy requested is a bottom line increase of 9.99% over last year's final levy (this includes HRA and Airport preliminary requests). Preliminary levies are printed on proposed tax notices in November. Once the preliminary levy is set, city staff will work toward making additional reductions to the levy amount prior to setting the final levy in December.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Preliminary 9.99% increase of all city approved levies over last year

Action Requested

Please approve the resolution.

Attachments

1. Preliminary Resolution 25-09-

At the Regular Meeting of the Hibbing City Council held on Wednesday, September 17, 2025, at 5:00 p.m., in the Hibbing City Hall Council Chamber, offered the following Resolution and moved its adoption:

RESOLUTION #25-09-

PRELIMINARY BUDGET/LEVY FOR TAXES PAYABLE IN 2026

BE IT RESOLVED, by the City Council of the City of Hibbing, Minnesota, that at a Regular Meeting held thereof, duly called and legally held on the 17th day of September, 2025, with vote being taken on the 17th day of September, a quorum being present, the following sums of money be, and hereby are, levied and assessed upon the taxable property of said city for the following purposes for the year 2026:

1.	General Fund	$ 7,402,865
2.	Library Fund	586,043
3.	Permanent Improvement Fund	1,335,111
4.	Capital Fund	1,292,716
5.	Hibbing Economic Development Authority	105,177
6.	Tax Abatement Special Levies	40,000
7.	Bonds and Interest	802,927
8.	Chisholm/Hibbing Airport Authority MOU.	35,000
	TOTAL LEVIED BY COUNCIL:	$ 11,599,839

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized to incorporate this Resolution in the official proceedings of said City, and certify said preliminary levy to the County Auditor of the County of St. Louis, by delivering to him a true and correct copy of this Resolution.

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

FOR ADOPTION:

AGAINST:

ABSENT:

Passed and adopted this

CITY OF HIBBING

____
Pete Hyduke, Mayor

ATTEST_________________________________
Candie Seppala, City Clerk/Deputy Administrator

Request for Council Action

City Council Action

Approve this Conditional Use Permit.

Description of Agenda Item

Approve a Conditional Use Permit request of Red Rock Hotel & Suites to allow for the installation of a new 6 ft. by 12 ft. double-sided electronic sign in the C-3, Highway Service Commercial District, and the Hibbing City Code of Ordinances, which is permitted only with a Conditional Use Permit on the subject property, 1402 East Howard St., Hibbing, MN 55746.

Strategic Initiative

Owner of Agenda Item

Pat Green, Building Official, 218.969.0165, patgreen@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

The Planning Commission recommends approval of this Conditional Use Permit with the Conditions listed.

Budgetary/Fiscal Impact

None.

Action Requested

Approve this Conditional Use Permit.

Attachments

1. DOC091625

DATE: September 15, 2025 REF. #: CUP 25-05

BY MEMBER: G. Smith

RESOLUTION

WHEREAS, Hibbing Planning Commission held a public hearing on this date for a Conditional Use Permit request of Red Rock Hotel & Suites, 1402 East Howard St., Hibbing, MN 55746 to allow for the installation of a new 6 ft. by 12 ft. double sided electronic sign in the C-3, Highway Service Commercial District, and the Hibbing City Code of Ordinances, on the subject property, 1402 East Howard St., Hibbing, MN 55746 (Section 18 Township 57 Range 20 Hibbing); and

WHEREAS the Commission finds that the proposed building or use at the particular location requested is necessary or desirable to provide convenience and will contribute to the general welfare of the neighborhood or community; and

WHEREAS the Commission finds that the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities, and other matters affecting the public health, safety and general welfare; and

WHEREAS the Commission finds that the proposed building or use will be designed, arranged and operated so as to permit and use of neighboring property in accordance with the applicable regulations.

NOW THEREFORE BE IT RESOLVED that the Planning Commission herewith recommends City Council approval of the request, with the following conditions:

- The sign shall not change message more than once every 6 seconds.
- Depending on brightness of sign they may have to adjust lumens if there are any complaints from the public.

MEMBER G. Smith moved the adoption of the resolution, G. Pogachnik seconded the adoption, and the results of the vote were as follows:

NAME	YES	NO
G. Smith, Chairperson	X	
G. Pogachnik	X	
J. Jump	A	
C. Lubovich	X	
D. Majkich	A	

SUMMARY OF VOTE: YES: 3
NO: 0
ABSTENTION: 0
MOTION: APPROVED: X
DISAPPROVED: _

And I hereby certify that the foregoing (or above) is a true and correct copy of a Resolution adopted by the Hibbing Planning Commission at their regular meeting on September 15, 2025.

No Seal

Tina Glad

Drafted by Tina Glad, Secretary
City of Hibbing
401 East 21st Street
Hibbing, MN 55746

HIBBING

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

None

Request for Council Action

City Council Action

Approve the quote for 100 300-gallon dumpsters from Snyder Refuse in the amount of $42,800

Description of Agenda Item

Approve the quote for 100 300-gallon dumpsters from Snyder Refuse in the amount of $42,800

Strategic Initiative

The City has been changing over to 300-gallon dumpsters. We are purchasing 100 dumpsters that are budgeted for 2025.

Owner of Agenda Item

John Yuretich, Superintendent of Public Works, 218.966.4773, johnyuretich@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

$42,800 from

Action Requested

Attachments

1. DOC091025

QUOTE

6940 O Street, Suite 100
Lincoln, NE 68510
www.SnyderRefuse.com
Phone: 317-450-0920
Fax: 402-465-1220
Deborah Smith, National Account Manager
dsmith@snydernet.com

DATE	September 9, 2025
QUOTE #	20250909HIBBING
CUSTOMER ID	6700193
VALID UNTIL	October 1, 2025

CUSTOMER

City of Hibbing Public Works
401 East 21st Street
Hibbing, MN 55746
John Yuretich
johnyuretich@hibbingmn.gov
218-966-4773

SHIP TO

City of Hibbing Public Works
1425 East 23rd Street
Hibbing, MN 55746

DESCRIPTION	PART NUMBER	UNIT PRICE	QTY	TAXED	AMOUNT
300G HDPE CAN ROYAL BLUE	7801000E79700	246.00	100		24,600.00
LID, SMALL HDPE ROYAL BLUE	7801200E797	56.00	100		5,600.00
LID, LARGE HDPE ROYAL BLUE	7801300E797	90.00	100		9,000.00
HARDWARE KIT ZINC	34701997	8.00	100		800.00
Hot stamp application		5.00	100		500.00
					-
Freight					2,300.00
Shipping from Madison, IN 47250					-
					-
					-
					-
					-
					-
					-
					-

Subtotal	$	42,800.00
Taxable	$	-
Tax rate		
Tax due	$	-
Other	$	-
TOTAL	**$**	**42,800.00**

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due prior to delivery of service and goods
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x ______________________________

Print Name:

If you have any questions about this price quote, please contact
Deborah Smith * 317-450-0920 * dsmith@snydernet.com * dsmith@wrpcontainers.com

Thank You For Your Business!

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Action Requested

Attachments

1. EQINV_09112025 Hibbing, MN SSI USD-95B CARTS 9.11.25

MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: CITY OF HIBBING
1100 EAST 25TH STREET
HIBBING, MN 55746

Invoice To: CITY OF HIBBING
401 E. 21St Street
Hibbing MN 55746

Branch		
01 - ST PAUL MN		
Date: 09/11/2025	Time: 12:17:41 (O)	Page: 1
Account No: HIBBI001	Phone No: 2182623486	Est No: 00 Q03978
Ship Via:	Purchase Order: PENDING	
Tax ID No:		
BOB LARSON	Salesperson: 110	

EQUIPMENT ESTIMATE - NOT AN INVOICE

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

SCHAEFER USD95B GALLON CARTS 34044.00
427 SCHAEFER USD95B REFUSE CARTS, 95 GALLON. 12" WHEELS
NAVY BODY AND NAVY LIDS INCLUDES CITY OF HIBBING LOGO
INCLUDES RFID TAGS ON ALL CARTS
3-4 WEEKS ARO WILL ADVISE
SHIPPING ADDRESS:
CITY OF HIBBING
1125 EAST 25TH STREET
HIBBING, MN 55746

Subtotal: 34044.00
Authorization: ____________________________ Quote Total: 34044.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

Request for Council Action

City Council Action

Approve the quote from Insight for the multi-department computers, monitors, and docking stations in the amount of $119,584

Description of Agenda Item

Strategic Initiative

Our 3-year computer leases for multiple departments within the City are up, and we have paid $3,831.83 per month for three years. The total amount to lease our computers for three years is $137,946.02. The quote from Insight for the purchase of the same amount of computers and monitors that are leased is $137,946.02 and adding the Getac (Toughbooks) for the mechanics garage and the Fire Department (chief/Fire Marshall, Emergency, and Battalion Chief) is $39,471.21 with a combined total of $177,417.23. These computers will last at least four years for the computers and 5 years for the Getacs. This includes the 5-year extended warranty on the Getacs and vehicle attachments so they can use their computer in the vehicles and at their desks.

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Board/Commission/Committee Actions(s):

None

Budgetary/Fiscal Impact

The quote from Insight for the purchase of the same amount of computers and monitors that are leased is $137,946.02 and adding the Getac (Toughbooks) for the mechanics garage and the Fire Department (chief/Fire Marshall, Emergency, and Battalion Chief) is $39,471.21 with a combined total of $177,417.23. These will be paid out of small tools.

Action Requested

Approve the quote from Insight for the multi-department computers, monitors, and docking stations in the amount of $119,584

Attachments

None

Request for Council Action

City Council Action

Description of Agenda Item

Public Safety Building - Envelope Performance Testing

Strategic Initiative

Performance testing for the required storefront and curtain wall

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The Public Safety Building project requires us to have performance testing on the windows, doors, and curtain walls. We received two quotes for this service.
Lerch Bates - $11,600.00
Braun Intertec - $11,754 with two options that we do not need.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

Total fee of $11,600.00 from Lerch Bates.

Action Requested

We are requesting that the City Council approve the quote from Lerch Bates in the amount of $11,600.00. Lerch Bates has also been awarded the commissioning services on the building.

Attachments

1. 20250623-HIbbing Public Safety-LBProp AS1
2. PROPOSAL - QTB218747 - Hibbing Public Safety - Bldg Encl - 2025-0714

Performance Testing Services Proposal

PREPARED FOR

Patrick Sims
General Manager
Adolfson & Peterson Construction

PROJECT

Hibbing Public Safety Building l Hibbing, MN

Lerch Bates No. R0100056132

6.23.2025

Patrick Sims
General Manager
Adolfson & Peterson Construction
408 W Superior Street
Duluth, MN 55802

RE: BUILDING ENVELOPE CONSULTATION SERVICES PROPOSAL
Hibbing Public Safety Building l Hibbing, MN AS1

Dear Patrick:

Lerch Bates (LB) is pleased to submit this performance testing proposal for the Hibbing Public Safety Building in Hibbing, MN. LB's proposal has been prepared based on communication with Adolfson & Peterson and our experience on this project.

The project consists of performance testing for the required storefront and curtain wall for the Hibbing Public Safety Building project per the BECx specifications.

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

John Zawadsky, PE, MBA
Sr. Market Development Consultant

MCM|JDZ|mm

Proposal Summary & Fees

Building Envelope Consultation including the following services:

PHASE 610: PERFORMANCE TESTING

[Reference: Specification Section 08 4313, Section 3.04-C and 084313, Section 3.4-B.]

1. LB will perform water penetration tests as shown below:
    a. Three (3) tests at aluminum framed storefront assemblies.
    b. One (1) test at curtain wall assembly.
2. LB will perform testing in accordance with the following recognized ASTM test standard:
    a. 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
3. LB will conduct testing in two (2) mobilizations.
4. LB's proposal assumes GC assistance with testing.
5. For the purposes of this proposal, LB has assumed that the test specimens selected will be no greater than 10-feet x 10-feet (or 100 square feet) in surface area.
6. The Designer of Record will determine the specimen locations prior to testing.
7. LB will prepare and issue one test report within five business days of testing that will include the following:
    a. Written test procedure
    b. Description of test specimens
    c. Test results
    d. Equipment calibration records
    e. Digital photographs

Total Proposed Fee $11,600

Please note that the above services and quantities have been prepared based upon the BECx Plan and Specifications and our experience on this project. If necessary, we welcome the opportunity to discuss this proposal to better align with your expectations for these services.

Exclusions & Clarifications

PHASE 610: FIELD PERFORMANCE TESTING

1. Test chamber construction for ASTM E1105 testing is included.
2. Testing per ASTM E1105 presumes assistance by one of GC’s labor personnel to assist with tests.
3. Cleaning materials and assemblies prior to testing are excluded. LB recommends this be accomplished prior to testing to ensure accurate test results.
4. Access to the test specimens from both the interior and exterior is excluded and will be provided by the contractor. Exterior access may require scaffolding, swing stage, or boom lift, depending on the site conditions. If a swing stage is required, LB will add one staff member to assist with operating the swing stage. The cost for additional personnel is not currently included in this proposal.
5. Water source and electricity to connect to Lerch Bates’s test equipment is excluded and will be provided by the contractor.
6. Fees provided are only for the quantity and scale of tests as summarized within this proposal and indicated in the BECx Specifications and do not include re-testing if test specimens do not pass.
7. Fees provided assume the test specimens will be ready upon mobilization and to be confirmed in writing by The Client, including cured sealants, access, etc. Additional mobilizations due to specimens not ready will be billed on a Time and Expense basis.
8. Testing by Lerch Bates is not intended to provide product certification that the components or claddings meet AAMA/NFRC/NAFS/WDMA standards and requirements. Such product certifications can only be provided by AAMA-accredited testing laboratories, whose services cannot extend to other aspects of the quality assurance consulting. The field performance testing provided by Lerch Bates is to verify that installed assemblies meet the required air and water resistance performance requirements as outlined in the project specifications.
9. Testing should be sequenced such that interior drywall and finishes have not been installed. Repair/replacement of damaged drywall or finishes from test failure is excluded.

July 14, 2025 Proposal QTB218747

Greg Pruszinske
City of HIbbing
401 E 21st St
Hibbing, MN 55746

Re: Proposal for Building Enclosure Consulting, Observations and Testing (BECx)
Hibbing Public Safety – Building Enclosure Services
1425 East 23rd Street
Hibbing, Minnesota

Dear Mr. Pruszinske:

Braun Intertec Corporation (Braun Intertec) submits proposal to provide Building Enclosure Consulting, Observations and Testing services for Hibbing Public Safety – Building Enclosure Services in Hibbing, Minnesota.

Available Information

This proposal was prepared using the following information:

- Hibbing Public Safety - Project Manual, dated May 5, 2025
- 24475-1_Hibbing Public Safety Combined CD Plans, dated May 5, 2025
- Email from Brunton Architects 7/9/2025 requesting separate proposal for window testing scope per Section 01 91 19 Commissioning, screen shot included below:

Part 3 – Execution

A. Functional Performance Testing

1. In Situ Testing: Perform functional performance testing per project Contract Documents. The required number or frequency of each test below matches the number of frequency provided in the applicable enclosure specification. If the number of frequency does not match, then the specific enclosure specification controls.

B. Tests

1. Water Penetration Test (**08 4313, 3.04-C**): Perform three tests at in accordance with ASTM E 1105. Test specimen sizes will be no larger than 10' x 10'.
   a. The static air pressure differential for testing shall be 6.66 psf.
   b. Test failure is defined as any water penetration.
2. Water Penetration Test (**08 4413, 3.04-C**): Perform one test in accordance with ASTM E 1105. Test specimen sizes will be no larger than 10' x 10'.
   a. The static air pressure differential for testing shall be 10 psf.
   b. Test failure is defined as any water penetration.

END OF SECTION 01 91 19

Purpose

This proposal is in response to the request for window testing services per Section 01 91 19.
We have included OPTION/ADD services for whole building airtightness required by the 2024 Minnesota Commercial Energy Code. For the whole building airtightness, taking Exception 3 of Section 5.4.3.1.1 of the Minnesota Energy Code, referencing ASHRAE 90.1-2019, allows continuous air barrier verification during design and installation in lieu of whole building airtightness testing. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

Scope of Services

Building Enclosure Consulting, Observations and Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building and Structure Sciences Group based in Minneapolis, Minnesota. The Building and Structure Sciences Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Activity 1.1 – Window Testing Services

Window Testing Pre-Test Conference and Submittal Review

- We will attend a pre-test conference, which may be a part of the window pre-construction meeting, to discuss and coordinate testing activities on site.
- Review fenestration shop drawings for understanding specific product and installation method as a basis for our field-testing activities.
- Submit testing procedures and requirements for field testing.

Storefront and Curtain Wall Testing According to ASTM E1105

- Provide labor, materials, and equipment to complete the fenestration testing according to ASTM E1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
- We have included four tests in two mobilizations to the site.

Window Testing Specific Assumptions

- We require a minimum of 2 weeks' notice for scheduling window testing. This duration is also the minimum length of time required for sealant cure prior to testing.

- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.
- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed to be provided by the contractor. If additional water supply provisions are required, additional costs may be incurred.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the contractor.
- Re-tests or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

Activity 1.2 - Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Activity 1.3 - OPTION / ADD: Building Enclosure Consulting - ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3

Proposed scope is based upon ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3 as required by Minnesota Energy Code for continuous air barrier design and installation verification program. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

Design Review

- Perform one review of the CD documents (95% is the ideal benchmark). Review will focus on the exterior envelope, materials and assemblies, transitions between building enclosure assemblies, and fenestration and doors allowable air leakage.
- In addition to meeting the requirements of ASHRAE 90.1-2019, Braun Intertec's design review may include comments related to thermal transfer, constructability, and material compatibility.
- Provide a report and attend an online meeting following the review. Our report will consist of electronic redline markings in Bluebeam Revu on the drawings as necessary to clarify specific details.

Activity 1.4 – OPTION / ADD: Building Enclosure Observations

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.
- Perform periodic observations during installation of building enclosure systems, including waterproofing, below-grade systems, exterior walls, air/weather barriers, fenestrations and doors, roofing, and critical connections, junctions, and envelope transitions.
- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.
- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.
- We have included six site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

Cost

We will furnish the services described in this proposal in a time and materials fashion, for an estimated fee of:

Activity 1.1 – Window Testing Services:	**$10,500**
Activity 1.2 – Project Management and Reporting:	**$1,254**
Total:	**$11,754**

Activity 1.3 – OPTION / ADD: Design Review:	**$2,344**
Activity 1.4 – OPTION / ADD: Building Enclosure Observations:	**$14,064**
Total:	**$16,408**

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope can be performed during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Safety

Braun Intertec places a high degree of importance on protecting the health and safety of its employee-owners. We lead continuous improvement initiatives related to our processes, procedures, and safety culture. We invest in safety with extensive employee safety training and development, enforcement of safe operating procedures, purchasing quality safety equipment, and engaging our employee-owners in actively focusing on safety every day. At all levels of our company, from the CEO to all entry-level positions, safety is a priority.

Braun Intertec is committed to health and safety. Our program is based upon:

- Conducting work in a safe manner.
- Identifying and eliminating unsafe conditions.
- Stopping work immediately to correct any unsafe conditions.
- Taking corrective action so that work may proceed safely.
- Meeting or exceeding health and safety standards.
- Leading by example.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include our General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We will not release any written reports until we have received a signed agreement. Responsibility for payment will be the Authorizing Firm. If the Authorizing Firm is different than whom the proposal is addressed to, please notify us prior to execution of this agreement.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.206.3509 Mjohnson@braunintertec.com or Ryan Lamoureux at 612.298.6738 or RLamoureux@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Molly Johnson, PE
Project Engineer

Ryan Lamoureux, CCM, BECxP, CxA+BE
Senior Manager, Senior Consultant

Attachments:
Cost Estimate
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

____
Authorizer's Firm

____
Authorizer's Signature

____
Authorizer's Name (please print or type)

____
Authorizer's Title

____
Date

Project Proposal

QTB218747

Hibbing Public Safety - Building Enclosure Services

Client:	Work Site Address:	Service Description:
City of Hibbing Greg Pruszinkske 401 E 21st St Hibbing, MN 55746	1425 East 23rd Street Hibbing, MN 55746	Building Enclosure Consulting, Observations, and Testing (BECx)

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Building Enclosure Consulting, Observations and Testing (BECx)**				
Activity 1.1	**Window Testing Services: Storefront and Curtain Wall**				**$10,500.00**
5512	**ASTM E1105 Window Test (Ea)**	4.00	Each	1,500.00	$6,000.00
5540	**RETEST/ADD'L – ASTM E1105**		Each	1,500.00	$.00
5150	**BaSS Mobilization Charge (Mpls Team)**	2.00	Each	2,250.00	$4,500.00
Activity 1.2	**Project Management and Reporting**				**$1,254.00**
5533	**Pre-Test Visit/Conference**	1.00	Each	650.00	$650.00
5514	**Window Testing Report (ea.) [one report per trip scheduled]**	2.00	Each	302.00	$604.00
Activity 1.3	**OPTION/ADD: Design Review (ASHRAE 90.1, Exception 3)**				**$2,344.00**
162	**Senior Consultant**	10.00	Hour	185.00	$1,850.00
521	**Report Review**	2.00	Hour	247.00	$494.00
Activity 1.4	**OPTION/ADD: Building Enclosure Observation (ASHRAE 90.1, Exception 3)**				**$14,064.00**
5532	**Pre-Construction Meeting**	2.00	Each	672.00	$1,344.00
5501	**Building Enclosure Observation (Ea)**	6.00	Each	788.00	$4,728.00
1870	**BaSS Trip Charge (Mpls Tech)**	6.00	Each	1,000.00	$6,000.00
162	**Senior Consultant**	4.00	Hour	185.00	$740.00
5515	**Final Report**	1.00	Each	1,252.00	$1,252.00
				Phase 1 Total:	**$28,162.00**

Proposal Total:	**$28,162.00**

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

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

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

SECTION 2: SCOPE OF SERVICES

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

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

SECTION 3: PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

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

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

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

SECTION 4: SCHEDULE

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

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

SECTION 5: COST AND PAYMENT OF SERVICES

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

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

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

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

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

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

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

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

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

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

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

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

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

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

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

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

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

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

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

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

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

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

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

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

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

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

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

Request for Council Action

City Council Action

Description of Agenda Item
Public Safety Building Special Inspections - Phase 2

Strategic Initiative

Owner of Agenda Item
Nick Arola, City Services Director, 218.421.5565, nickarola@hibbingmn.gov

Introduction/Background/Justification/Key Issues/Legal
As part of Phase 2 of the Public Safety Building project, we need to hire a testing agency to perform the special inspections. These inspections include: earthwork testing, Concrete testing and inspections, Fire protection inspections, Steel/Bolting/Welding inspections, Beam inspections, Field/Lab reporting, Geotech Engineering, and Project Coordination. We received two quotes for these services:
NTS - $103,690.00
Braun Intertec - $72,810.00

We realize that Braun Intertec has a lower quote, but we are recommending to award the quote to NTS. NTS performed all of the geotechnical and soil boring work and is performing the special inspections on Phase 1. With a project of this size, it is very important to have continuity with the testing.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact
NTS - $103,690.00

Action Requested
Asking for council to approve the quote to NTS in the amount of $103,690.00.

Attachments

1. Braun Special Inspections - Phase 2
2. NTS Special Inspections - Phase 2

July 14, 2025

Proposal QTB218149

Greg Pruszinkske
City of Hibbing
401 E 21st Street
Hibbing, MN 55746

Re: Proposal for Special Inspection and Testing Services
Hibbing Public Safety
1425 East 23rd Street
Hibbing, Minnesota

Dear Mr. Pruszinkske:

Braun Intertec Corporation (Braun Intertec) respectfully submits this proposal to provide special inspections and testing services for the Hibbing Public Safety project in Hibbing, Minnesota.

Our office is located within two miles of the site, minimizing travel times and trip expenses. **Due to the project location being so near to our office and our wish to help support the communities we operate within, we have removed fees associated with trip charges for our proposed scope of services.** This proximity will also provide the opportunity to quickly mobilize to the site when unforeseen needs arise.

Additionally, we have experience completing recent similar projects in the area, such as the Chisholm Public Safety Building, the Koochiching County Correctional Facility, and the Itasca County Jail. We believe that our past reputation and record of performance should be considered when evaluating this proposal.

Our Understanding of the Project

We understand this project will include the construction of a three-story addition to the existing building to house a combination police department and fire station. The addition will consist of a precast concrete exterior shell, steel framed interior walls and an EPDM roof, supported on cast-in-place (CIP) concrete slabs and foundations. Helical piles and rammed aggregate piers will be utilized for support of portions of the addition's foundations.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Brunton Architects, dated May 5, 2025.
- Project Addenda numbered 1, 3, and 4, respectively dated June 3 and June 10, 2025.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Provide environmental screening of soils removed during soil corrections, per our discussions with Mr. Brendon Gould.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and adjacent to walls to determine if the relative compaction was achieved.

Deep Foundations Related Services

- Observe installation of rammed aggregate piers on a continuous basis.
- Engineering oversight and review of the services provided.

Helical Related Services

- Observe installation of helical piles on a continuous basis during installation.
- Document depth, torque and time of helical piles installation.
- Prepare helical foundations summary sheets and a final report.

specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a qualified independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of two years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
- The most current drawing package
- The firestop specifications section – CSI - 078400
- The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.

- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of $72,810, as shown in Table 1 below. A tabulation showing hourly and unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

Table 1. Proposed Costs

Service	Fee
Soil Observations and Testing	$ 16,800
Environmental Observations and Testing	$ 2,520
Concrete Observations and Testing	$ 24,525
Masonry Observations and Testing	$ 5,385
Structural Steel Observations	$ 5,400
Pavement Observations and Testing	$ 540
Firestopping Special Inspections	$ 10,690
Project Management	$ 6,950
Proposed Project Total	**$ 72,810**

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.263.8869 or mjohnson@braunintertec.com or Jared Lubben at 218.969.5102 or jlubben@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Molly A. Johnson, PE
Project Engineer

Mickale L. Endres, PE
Senior Manager, Senior Engineer

Jared D. Lubben
Associate Director

Attachments:
Cost Estimate Table
General Conditions (11/04/2024)

c: Ginnie Schneider, Brunton Architects

The proposal is accepted, and Braun Intertec is authorized to proceed.

____
Authorizer's Firm

____
Authorizer's Signature

____
Authorizer's Name (please print or type)

____
Authorizer's Title

____
Date

	203	Masonry Observations	48.00	Hour	90.00	$4,320.00
		Work Activity Detail	*Qty Units*		*Hrs/Unit*	*Extension*
		Walls	*12.00 Trips*		*4.00*	*48.00*
	1861	CMT Trip Charge	12.00	Each	0.00	$.00
	1409	Compressive strength - Hollow block prisms (ASTM C 1314), per specimen	3.00	Each	225.00	$675.00
	1407	Net area determination (ASTM C 140) , per specimen	3.00	Each	55.00	$165.00
	1412	Compressive strength of grout (ASTM C 1019), per specimen	3.00	Each	75.00	$225.00
Activity 1.5		Structural Steel Observations				$5,400.00
	605	ICC Structural Steel Technician	54.00	Hour	100.00	$5,400.00
		Work Activity Detail	*Qty Units*		*Hrs/Unit*	*Extension*
		Welding, Framing, Bolting	*18.00 Trips*		*3.00*	*54.00*
	1664	NDE Trip charge	18.00	Each	0.00	$.00
Activity 1.6		Pavement Observations & Testing				$540.00
	211	Proofroll Observations	6.00	Hour	90.00	$540.00
		Work Activity Detail	*Qty Units*		*Hrs/Unit*	*Extension*
		Parking lots	*3.00 Trips*		*2.00*	*6.00*
	1861	CMT Trip Charge	3.00	Each	0.00	$.00
Activity 1.7		Project Management				$6,950.00
	138	Project Assistant	12.00	Hour	85.00	$1,020.00
	226	Project Manager	20.00	Hour	165.00	$3,300.00
	128	Senior Engineer	2.00	Hour	190.00	$380.00
	125	Project Control Specialist	6.00	Hour	125.00	$750.00
	1666	Final SI Report	1.00	Each	1,500.00	$1,500.00
					Phase 1 Total:	**$62,120.00**
Phase 2		**Firestopping**				
Activity 2.1		Firestopping Special Inspections				$10,690.00
	5523	Firestopping Final Report	1.00	Each	1,200.00	$1,200.00
	5516	Pre-Con Meeting/Submittal Review	1.00	Each	1,350.00	$1,350.00
	652	Firestopping Observations	55.00	Hour	130.00	$7,150.00
		Work Activity Detail	*Qty Units*		*Hrs/Unit*	*Extension*
		Firestopping Observations	*11.00 Trips*		*5.00*	*55.00*
	1870	Firestopping Trip Charge	11.00	Each	0.00	$.00
	654	Firestopping Project Manager	6.00	Hour	165.00	$990.00
					Phase 2 Total:	**$10,690.00**

Proposal Total: $72,810.00

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment will be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

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

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

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

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

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

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

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

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

August 28, 2025

Ms. Ginnie Schneider
Project Architect
Brunton Architects & Engineers
7525 Wayzata Blvd.
Minneapolis, MN 55426

RE: Hibbing Public Safety Building Phase 2 – Special Inspections Estimate

Ms. Schneider,

We appreciate the opportunity to supply a cost estimate for this project. We have reviewed the building layout and special inspection requirements and based on that information we are proposing to supply the following tasks:

Scope of Services

1. **Earthwork Testing and Inspection:** NTS will inspect excavations for appropriate depths and bearing strata. These inspections will be done in coordination with soil compaction testing.

   NTS will collect samples and perform the following specified tests for base and/or subbase materials used: 1 Gradation/Sieve Analysis per source per material, and 1 Proctor Analysis per source per material. NTS has assumed a total of **6** separate source materials for this project.

   NTS will have a certified soils technician/engineer on-site as requested to conduct nuclear moisture-density testing to confirm the compaction of placed soils. The total number of hours for compaction testing is highly dependent on the rate at which soil is placed and the work style of the contractor. An estimated **180** hours of a field technician is quoted.

   NTS will have a technician available to perform the continuous inspection of the helical pile installation process. At a minimum, the technician will verify and document installation equipment used, pile dimensions, tip elevations, final depth, and final installation torque. NTS has estimated **30** hours of continuous inspection.

2. **Concrete Testing and Inspection:** Prior to each concrete pour, the reinforcing steel and formwork will be inspected and documented. NTS will coordinate with the contractor to allow acceptable time to fix minor deficiencies to the reinforcing steel/formwork. It is assumed that this reinforcement inspection will be conducted in conjunction with concrete testing.

MAIN OFFICE
526 CHESTNUT STREET • VIRGINIA, MINNESOTA 55792 • 218-741-4290 • FAX 218-741-4291
Equal Opportunity Employer

NTS will conduct all field and lab tests on concrete utilizing an ACI certified technician. It is our intent to test **1 test for each day's pour**, or **1 test for each 50 cubic yards placed.** The field technician will conduct air content, temperature, slump test, cast 4 concrete cylinders, and provide general oversight in the proper application of concrete. The cylinders will need to cure onsite overnight, and then NTS will pick up the cylinders and perform the compressive strength test in the laboratory.

NTS does recognize the specific concrete testing requirements on this project regarding the testing at the beginning and middle of the first truck of every pour. NTS technicians will be instructed in this particular practice prior to the start of concrete placement. In the event of a failed test, the technician will begin the practice of testing every truck at arrival which will considerably slow down the placement of concrete.

Actual number of tests/visits is highly dependent upon how much and how often the Contractor pours concrete. NTS has estimated a total of **250** hours for a concrete testing technician and **60** sets of concrete cylinders (240 total breaks).

NTS field technicians will observe and document the placement of concrete and masonry anchors. NTS will coordinate to have a technician onsite while installing anchors and will measure depth of holes, ensure the anchor holes are cleaned and anchors are installed in accordance with manufacture specifications. NTS has estimated **40** hours for inspection of concrete and masonry anchors.

NTS field technicians will measure floor flatness and floor levelness for all slabs on grade and floor flatness for elevated slabs per ASTM E1155. NTS has estimated **36** hours of testing and report production. In addition, there will be an equipment use charge of $600 per week, NTS has estimated **4** weeks of use for said equipment.

3. **Fire Protection Inspections:** NTS will provide a certified fire protection technician to perform inspections in accordance with ASTM E2174. This scope includes the inspection of all firestopping systems installed around utility penetrations in walls, ceilings, floors, and partitions, as well as any fire-resistant joint systems.

   All inspections will be coordinated with the Contractor to ensure full access to the areas requiring evaluation. As part of the inspection process, NTS will promptly communicate any non-conforming conditions to the Contractor. In most cases, these issues can be addressed immediately in the field and documented accordingly. NTS has estimated **24** hours of inspections related to firestopping systems.

4. **Structural Steel, High-Strength Bolting, and Welding Inspections:** NTS will provide an ICC certified Structural Steel and Bolting Inspector and AWS Certified Welding Inspector to conduct structural steel, high strength bolting, and welding inspections in accordance with IBC 1705.2 and AISC 360 Section N5.

NTS will coordinate with the contractor to allow acceptable time to fix minor deficiencies to the structural framing, joints, and welds. An estimated **50** hours of onsite work by an ICC certified Structural Steel, and Bolting Inspector and an estimated **50** hours of onsite work by AWS Certified Welding Inspector is quoted.

5. **Camber Beam Inspections:** NTS does recognize the requirement to perform measurements on camber beams for acceptance on site. While NTS does not employ a licensed professional land surveyor at this time, we are confident that our staff would be able perform measurements and indicate if any beams were unacceptable based on the criteria specified. However, it is assumed that a licensed professional land survey is needed for the inspections. NTS intends to contract a surveyor for this work and estimates the cost to be **$3,500**. The actual cost is highly dependent on the amount of trips the licensed professional land surveyor will make to and from the jobsite to perform these measurements.

6. **Field and Laboratory Reporting:** All field, laboratory, and inspection results will be transmitted to you (and to any other people you designate), in a timely manner via email. In addition, at the completion of the project a summary report will be prepared with all collected notes and data.

7. **Geotechnical Engineering:** NTS has included 20 hours of engineering time to allow for review of the site as it relates to the geotechnical investigation once excavation begins, assess questionable site soil conditions if encountered, and provide any necessary recommendations regarding soils and/or foundations.

8. **Project Coordination:** All of the above work will be coordinated by the NTS Project Manager, and this coordination time is included as part of the attached cost estimate. If an on-site meeting is requested, then the Project Manager will be billed at the unit rates provided on the attached rate sheet.

The cost to conduct the above scope of work is estimated to be: **Base Bid: $103,690**

A breakdown of the cost is attached hereto as Exhibit A.

Terms and conditions: This proposal is subject to the terms and conditions attached hereto as Exhibit B, which terms and conditions are incorporated into this Proposal by reference.

Estimating the required effort for special inspections can be difficult as much depends on the selected contractor, and especially with site soils and potential soil corrections currently unknown. The provided Base Bid is based on NTS's 20 years of experience conducting special inspections. NTS will bill you for the **actual requested work on a time and materials basis**, in accordance with the unit rates provided. If less or additional services are requested beyond those outlined in the Scope of Services discussed above, then there may be a need to submit a Change Order to amend the above estimate. NTS would alert the client prior to exceeding the proposal amount to ensure an understanding of the situation.

If this Proposal is acceptable, please sign in the space provided below and return it to NTS as our authorization to proceed. By signing this proposal, you are agreeing to the Standard Terms that are attached to this proposal.

If you have any questions, please feel free to contact me at (435) 250-4001 or at dtrygstad@netechnical.com

Sincerely,
Northeast Technical Services, Inc

Daniel Trygstad
Project Manager

Enclosure: Exhibit A-cost estimate
Exhibit B-terms and conditions

Signatures

This cost estimate, presented by NTS, is hereby accepted and executed by a duly authorized signatory with the full authority to act for and in the name of the party to whom this document is addressed.

Signature ______________________________

Printed Name ______________________________

Title ______________________________

Date ______________________________

Cost Estimate

Hibbing Public Safety Building Phase 2 – Special Inspections

Description	**Estimate**	**Units**	**Unit Rate**	**Total**
Earthwork Testing and Inspection				
Standard Proctor (one per source)	6	test	$175.00	$ 1,050.00
Gradation/Sieve Analysis	6	test	$90.00	$ 540.00
Field Technician	180	hour	$90.00	$ 16,200.00
Nuclear Density Gauge	40	day	$110.00	$ 4,400.00
Helical Pile Continous Inspection	30	hours	$90.00	$ 2,700.00
Concrete Testing and Inspection				
Field Technician - Concrete Testing	250	hour	$90.00	$ 22,500.00
Compressive Strength of Cylinders, Mortar, and Grout	240	test	$35.00	$ 8,400.00
Field Technician - Concrete and Masonry Anchors	40	hour	$90.00	$ 3,600.00
Floor Flatness and Levelness Testing	36	hour	$90.00	$ 3,240.00
Floor Flatness and Levelness Testing Kit	4	week	$600.00	$ 2,400.00
Special Inspections and Testing				
Inspection of Concrete/Masonry Anchors	50	hour	$90.00	$ 4,500.00
Firestop Inspections				
Field Technician	24	hour	$90.00	$ 2,160.00
Structural Steel Bolting & Welding Inspection				
Bolting and Welding Inspections	100	hour	$125.00	$ 12,500.00
Camber Measurements	1	LS	$3,500.00	$ 3,500.00
Engineering	20	hour	$160.00	$ 3,200.00
Project Management, Coordination, & Reporting	80	hours	$125.00	$ 10,000.00
Truck Mileage	4000	mi	$0.70	$ 2,800.00
TOTAL				**$103,690.00**

PROFESSIONAL SERVICES - TERMS AND CONDITIONS

1. NTS Responsibilities

1.1. **Services:** NTS agrees to perform the services (the "Work") for Client in accordance with the Proposal which is a part of these terms and conditions.

1.2. **Standard of Care:** In performing the Work, the standard of care for all professional services performed or furnished by NTS under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

1.3. **Licensing/Compliance with Laws:** NTS agrees to preserve the existence of all its licenses necessary to the operation of its business relating to the Work. NTS will comply in all material respects with all laws which are applicable to its activities under the Proposal.

1.4. **Independent Contractor:** In performing the Work under this Agreement, NTS will operate as, and have the status of an independent contractor and will not act as, or be an employee, representative or agent of the Client. NTS will select the means, methods, techniques, sequences, and procedures used in providing the Work. If the Client directs NTS to deviate from NTS chosen protocols, the Client agrees to hold NTS harmless from all claims, damages, and expenses arising out of that direction.

1.5. **Indemnity:** NTS will defend, indemnify, and hold harmless the Client, its officers and employees, from and against all actions, claims, damages, and expenses, caused by the negligent acts, or omissions of NTS. NTS shall not be liable to the Client or any third party for special, incidental, consequential or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

1.6. **Limitations on Liability:** NTS shall not be liable to the Client for any incidental, consequential, special or punitive damages relating to the work whether liability is asserted in contract, tort or otherwise. The liability of NTS, if any relating to the work, in no event will exceed the price paid by the Client to NTS hereunder. In no event will the NTS be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

1.7. **Confidentiality:** Confidential documents and information provided by the Client to NTS will be maintained in confidence except as required by law or as otherwise specified in a separate confidentiality agreement signed by NTS and the Client.

1.8. **Safety:** NTS has responsibility for health, safety, and welfare of its employees and subcontractors. NTS will comply with all applicable governmental agency health and safety regulations. If NTS becomes aware of a hazard, NTS will notify the Client.

1.9. **Insurance:** NTS will maintain the following insurance policies and minimum limits: a) Workers' Compensation – statutory; b) General Liability- $1,000,000 per occurrence; $2,000,000 aggregate; c) Automobile liability - $1,000,000 combined single limit; d) Professional liability - $1,000,000 per occurrence; $2,000,000 aggregate. Certificates showing proof of insurance will be provided to the Client upon request.

1.10. **Client's Subcontractors:** NTS' duties do not include supervising the Client's contractors, or commenting on, supervising, or providing the means and methods of their work unless NTS accepts those duties in writing.

2. Client Responsibilities

2.1. **Access:** Client grants NTS and its subcontractors the right of entry to the site upon which the Work is to be performed and unimpeded use of the site for performance of the Work. If the Work requires entry to property not owned by Client, the Client will obtain access permits from the owner of the site.

2.2. **Information:** The Client agrees to provide NTS with all information, plans, changes in plans, and data of which the Client has knowledge, including, without limitation, known or suspected hazardous substances, that may affect or be required to perform the Work (the "Information"). If the Client has specific health and safety programs or policies these must be disclosed to NTS.

2.3. **Authorizations and Permits:** Unless otherwise agreed to in writing, the Client shall be required to secure and maintain all government authorizations, local approvals, licenses and operational permits which may be required by federal, state, or local authorities to perform the Work.

2.4. **Indemnity:** The Client will defend, indemnify and hold harmless NTS, its officers and employees, from and against all actions, claims, damages, and expenses arising out of or relating to (i) a breach of any warranty, representation or agreement made or undertaken by the Client in the Proposal or these terms and conditions, (ii) negligent acts and omissions of the Client, any other party contracting with the Client on the same project as NTS or other persons for whom the Client is legally responsible and/or (iii) the Client's failure to provide the Information to NTS in a timely manner.

3. Compensation

3.1. **Payment:** The Client will pay NTS for the Work according to the Proposal. The Client agrees to notify NTS of billing disputes within fifteen days of the date of invoice. The Client agrees to pay all undisputed portions of NTS' invoice within thirty (30) days of the date of invoice. For undisputed balances not paid within said 30-day period, the Client agrees to pay interest on the unpaid balances beginning thirty (30) days after the date of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. If NTS is involved in a legal action to collect compensation for the Work, the Client agrees to pay NTS' collection expenses, including, without limitation, reasonable attorney's fees.

4. General Provisions

4.1. **Entire Agreement:** These terms and conditions together with the Proposal constitutes the entire agreement between NTS and the Client with respect to the subject matter hereof. These terms and conditions may not be modified, supplemented or waived except in a writing signed by an authorized representative of NTS.

4.2. **Assignment:** Neither NTS nor the Client may assign the Proposal without the written approval of the other; provided, however, NTS may engage appropriately skilled subcontractors or affiliates of NTS to perform any part of the Work.

4.3. **Termination:** Either party may terminate this Agreement by providing written notice of the same to the other. In the event of termination, the Client agrees to pay NTS for costs, expenses and services performed prior to the termination date and all other costs and expenses incurred which are directly attributable to termination.

4.4. **Ownership of Reports:** NTS' reports, notes, calculations, and other written or electronic documents are instruments of service, for only the Client's use. The Client will not use or transfer reports to others for purposes for which they were not prepared without the prior written consent of NTS, which consent will not be unreasonably withheld.

4.5. **Governing Law and Jurisdiction:** These terms and conditions shall be deemed to have been made in the State of Minnesota and shall be governed by and interpreted in accordance with the laws of the State of Minnesota. With respect to any dispute, controversy or claim arising out of or relating to these terms and conditions or the relationship between the parties, NTS and the Client agree and consent to jurisdiction of and exclusive venue in Minnesota State Court, St. Louis County, Sixth Judicial District.

4.6. **Waiver:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

4.7. **Third Party Beneficiary:** This Agreement is to be construed and understood solely as an Agreement between NTS and the Client and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that he/she is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between NTS and the Client, may be waived at any time by mutual agreement between NTS and the Client.

4.8. **Negotiating Disputes:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session as a condition precedent to mediation. The meet and confer session shall be attended by members of the Owner and NTS's senior management who shall have full authority to bind their respective party with respect to the claim, dispute or other matter in question. The meet and confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. If the parties reach a mutually acceptable resolution, then they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with this Agreement.

9022887v4

Request for Council Action

City Council Action

Description of Agenda Item

Strategic Initiative

Owner of Agenda Item

Introduction/Background/Justification/Key Issues/Legal

Approve the quote for installation of the surveillance system and access control system for the Hibbing Public Safety building. Award the project to American Eagle Security Systems.

Board/Commission/Committee Actions(s):

Budgetary/Fiscal Impact

$128,115.00 hardware and installation and $2520 annual service fee for cloud system — **Surveillance system**

82,550.00 hardware and installation and $2700 annual service fee for could system - **Access Control System**

Action Requested

Request Council Approval

Attachments

1. City of Hibbing Public Safety Building 9-25

AMERICAN EAGLE SECURITY SYSTEMS

City of Hibbing
Public Safety Building
1425 East 23rd St
Hibbing, MN

September 2, 2025

Public Safety Building Surveillance Preliminary Pricing Phase 2

Qty	Description	Unit Price	Line Total
	Head End		
1	OpenEye MKX Server, 2U, Up to 96 Cameras, 64TB Storage- Up to 128TB		9,250.00
4	Trendnet 24 Port Gigabit POE Switch with Uplink	675.00	2,700.00
4	Tripp-Lite Patch Panel & CAT6 Keystone Jacks	300.00	1,200.00
60	Tripp-Lite Patch Cables		300.00
1	Tripp-Lite 2 Post Floor Mount Rack, Cable Gutters, Finger Duct, Cable Management		1,325.00
40	Labor for Termination of Cables in Rack, Mounting Equipment, Programming, Training		4,800.00
	Garage & Exterior Vandal Resistant Dome Cameras		
8	Wisenet 4MP, Varifocal Zoom Lens, Auto Focus, IR Illuminators, Cat6 Plenum Cable	825.00	6,600.00
8	Wall Mount Box and Mounting Arm	75.00	600.00
3	Axis P Series, 20MP, Multidirectional 4 Image Processors, Mounts In Garages	2,425.00	7,275.00
4	Axis Corner Mount Panoramic, Four Image Processors, 20MP, Ext Rated, Mount	2,525.00	10,100.00
130	Labor for Cabling, Installation, Termination & Testing	120.00	15,600.00
	Interior Vandal Resistant Dome Cameras		
26	Wisenet 4MP, Varifocal Zoom Lens, Auto Focus, IR Illuminators, Cat6 Plenum Cable	825.00	21,450.00
5	Audio Pickup in Interview Rooms, Lobby	975.00	4,875.00
120	Labor for Cabling, Installation, Termination & Testing	120.00	14,400.00
	Gates		
3	Camera, Fiber Optic Cabling, Media Converters, Axis Exterior Cabinets	2,900.00	5,700.00
40	Labor for Cabling, Installation, Termination & Testing	120.00	4,800.00
	Monitors- 55" LED, Wall Mount, Intel i7 Embedded PC		
1	Fire Watch Room		2,750.00
1	Police Squad Room		2,750.00
12	Labor for Cabling, Installation, Termination & Testing	120.00	1,440.00
	Additional		
8	3M Fire Barrier Sleeve Kits, Fire Caulking	250.00	2,000.00
2	Lift Rental	1,500.00	3,000.00
1	Administration		5,200.00
	Project Coordination & Management, Documentation, Meetings, Insurance		
	Preliminary Total Estimated		**128,115.00**

Notes
All In Ground Conduit and In Wall Conduit to Accessible Space Supplied by Electricians
Required Power Supplied by Electricians

Cloud Management Software Service- Separate from Installation	
210.00 Monthly, Payable Annually	**2,520.00**

For American Eagle Security Systems, Inc.	*Date*	*Buyer's Signature*	*Date*

City of Hibbing
Public Safety Building
1425 East 23rd St
Hibbing, MN

September 2, 2025

Public Safety Building Access Control Preliminary Pricing Phase 2

Qty	Description	Unit Price	Line Total
	Head End		
3	Altronix Trove Termination Cabinet, Power Supplies, Distribution Modules	2,900.00	8,700.00
3	Altronix Battery Cabinet	450.00	1,350.00
1	Mounting Hardware, Finger Duct and Cable Management In Data Room		750.00
25	ADC Control Panels	500.00	12,500.00
100	ADC Smart Fobs	7.25	725.00
40	Labor for Installation Termination & Testing of Provided Cable	120.00	4,800.00
	Door Locations		
50	ADC Smart Card and Bluetooth Proximity Reader, Cable	325.00	16,250.00
150	Labor for Installation & Termination of Cable, Programming & Mounting of Reader, Connection to Electrified Hardware & Sensors	120.00	18,000.00
3	Gate Locations, Control Panel, Connection to Fiber, Cabling to Gooseneck	2,000.00	6,000.00
	Door Monitoring		
1	Control Panel & Backup Battery		875.00
3	Zone Expanders	150.00	450.00
2	Touchscreen Keypads	300.00	600.00
30	Labor for Installation, Programming, Training	120.00	3,600.00
	Additional		
1	Wiring of Handicap Operators & Buttons and Relays to Connect to Door Control System		1,250.00
1	Lift Rental		1,500.00
1	Administration Project Coordination & Management, Documentation, Meetings, Insurance		5,200.00
	Preliminary Total Estimated		**82,550.00**

All In Ground Conduit and In Wall Conduit to Accessible Space Supplied by Electricians
Required Power Supplied by Electricians

Cloud Management Software Service- Separate from Installation
225.00 Monthly, Payable Annually **2,700.00**

Through the cloud, your system can be accessed via app, PC or Mac. This is where you will set schedules, assign access levels, and generate reports. It would integrate with your surveillance system to provide video of when certain individuals access the building. It will be able to be integrated with control of other city buildings.

For American Eagle Security Systems, Inc. *Date*

Buyer's Signature *Date*

Request for Council Action

City Council Action

Description of Agenda Item

Approve the purchase of a 2025 Ford Explorer from Mcgovern in the amount of $47,091. This squad is currently in stock and ready for delivery. The state bid on this squad is $46,902, but is not available and would need to be ordered with a lead time of 9–12 months. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

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 a 2025 Ford Explorer from Mcgovern in the amount of $47,091. This squad is currently in stock and ready for delivery. The state bid on this squad is $46,902, but is not available and would need to be ordered with a lead time of 9–12 months. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

Attachments

1. Squad

Company/Dept:	City of Hibbing	Date: 8/18/25	
Contact:		Quote#:	
Street Address:		Revision#:	
City, State, Zip:		Customer ID:	
Phone:		Sales Rep: Kim Glynn	
E-Mail:		Contract:	
Job Description:	2025 PIU Hybrid - No Plunger		

QTY	Item #	VEHICLE LINE DESCRIPTION	UNIT PRICE	Ext Line Total
1	KSA	2025 Ford PI Utility	$46,695.00	$46,695.00
1	UM	Exterior Color: Black	$0.00	$0.00
1	9W	Interior: Ebony Cloth Front/Vinyl Rear	$0.00	$0.00
1	99W	3.3L Hybrid Engine	$0.00	$0.00
1	44B	10-Speed Automatic	$0.00	$0.00
1	18D	Global Lock/Unlock	$0.00	$0.00
1	SIR	Driver Side LED Spot Lamp	$396.00	$396.00
1	87M	8" Rear Camera	$0.00	$0.00
1	43D	Courtesy Lamp Disable	$0.00	$0.00
1	76R	Rerverse Sensing System	$0.00	$0.00
				$0.00
			Vehicle Total:	**$47,091.00**
QTY	**Item #**	**Equipment Description**	**UNIT PRICE**	**Ext Line Total**
				$0.00
				$0.00
			Contract Equipment Total:	**$0.00**
QTY	**Item #**	**NON-CONTRACT EQUIPMENT LINE DESCRIPTION**	**UNIT PRICE**	**Ext Line Total**
				$0.00
				$0.00
			Non-Contract Equipment Total:	**$0.00**
			Vehicle and Equipment Total:	**$47,091.00**
			Vehicle Quantity:	**1**
			Sub total:	**$47,091.00**

Trade Description	Trade VIN	Trade Miles	Trade Value
		Trade Vehicle/s Total:	**$0.00**
		Quote Grand Total:	**$47,091.00**

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable

This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services Quote is Based on Current Information From Client About the Project Requirments Actual Cast May Change Once Project Elements are Finalized

Trade value is subject to change based on time, mileage and condition of vehice at turn-in

2025 Ford Utility 3.3v6 non hybrid

		BASE PRICE		$44,975.94
Police Interceptor Utility AWD K8A 5				
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)	99W	STD	x	STD
Agate Black	UM	N/C	x	N/C
Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	846.00		$846
Ultimate Wiring Package Includes the following: • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights	67U	602.00		$602
Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	STD		-
Daytime Running Lamps	942	47.00		-
Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	17T	STD		-
Front Warning Auxiliary LED Lights (Red, Blue, White)	21L	546.00		-
Rear Auxiliary Liftgate Lights	43A	376.00		-
Pre-wiring for grille LED lights, siren and speaker 60A O / P-66A / P-67H / P-67U	60A	STD		-
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue)	63L	546.00		-
Driver Only (Unity)	51R	376.00		-
Driver Only (Whelen)	51T	394.00	x	$394.00
Dual (driver and passenger) (Unity)	51S	582.00		-
Dual (driver and passenger) (Whelen)	51V	629.00		-
Glass – Solar Tint 2nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	112.00		-
Glass – Solar Tint 2nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	85.00		$85
Underbody Deflector Plate (engine and transmission shield)	76D	320.00		-
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	18D	N/C	x	N/C
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed-Alike	55F	STD		-
Power passenger seat (8-way) w/2-way manual recline and lumbar)	87P	STD		-
BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z) Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	STD		-
Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68G	STD		-
Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W *Note: Not available with option 96W Note: Not available with option 96W*	76P	STD		-
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	STD		-
Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn *NEW headlamps, parking lamps and sound the horn* • Requires Keyless-Entry Key Fob (55F)	593	STD		-
Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	47A	STD		-
Badge Delete • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	N/C		-
OBD II Split Connector Highly Recomeneded by Up Fitters/UIS Will Now Be Standard Better Connection	61B	STD		-
Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) now standard	52T	STD		-
H8 AGM Battery (900 CCA/92-amp)	19K	STD		-

Total Per Unit 46902.94

Request for Council Action

City Council Action

Description of Agenda Item

Approve the K9 squad unfitting in the amount of $22,200 to Enforcement Lighting. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

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 K9 squad unfitting in the amount of $22,200 to Enforcement Lighting. The squad would be for K9 and funding for the squad would be K9 Capital and Forfeiture Funds.

Attachments

1. Equipment

Enforcement Lighting, LLC

QUOTE

9991 Davenport St NE
Blaine, MN 55449
Phone 763-432-6088

DATE: August 18, 2025

Bill To:
City of Hibbing Police Department
1810 12th Ave E
Hibbing, MN 55746

2025 Ford PIU - K9

DESCRIPTION	AMOUNT
Sound Off BluePrint Siren/Light Controller / Expansion Node / Link and Sync Module	$2,000.00
Sound Off Nforce front Interior Light Bar DUO Color	$1,300.00
Sound Off Rear Lightbar Interior Mount DUO Color	$1,200.00
(2) Sound Off 100J Siren Speakers w/ Mounts	$500.00
(2) Sound Off Mpowers - 3rd Row Lighting	$300.00
(2) Sound Off Intersectors - Under Mirror Lights	$400.00
(4) Sound Off Mpower Side Pushbumper Lights	$450.00
(4) Sound Off Mpower 4x2 Rear Gate	$800.00
(4) Sound Off MpowerHD Grill Lights	$600.00
Westin Push Bumper w/ PIT Bars and Light Channel	$1,600.00
Setina Single Rail Gun Mount	$375.00
Remote Strobe w/ Cable for Lightbar Install	$200.00
Pre-Emption Power Supplies	$650.00
Gamber Johnson Console w/ printer mount	$1,400.00
Computer Mount	$650.00
(2) Magnetic Mic Clips	$150.00
Brother Pocket Jet Printers w/ cables	$650.00
Strip K9 Kennel out of Current Car / Add 2nd and 3rd Row Cage	$1,500.00
Shop Supplies / Antenna Cables / Antennas / Fuse Block / Charge Guard	$400.00
Wire Harness and Hardware to Re-Install K9 Insert	$250.00
Shipping	$625.00
Axon System Conversion	$1,200.00
Labor	$5,000.00
TOTAL	$ 22,200.00

Please make all checks payable to **Enforcement Lighting, LLC**

THANK YOU FOR YOUR BUSINESS!

Request for Council Action

City Council Action

Approve the Professional Design Services Proposal for the Hibbing Public Library Tech Center and Toilet Rooms Renovation from Widseth in the amount of $57,000 for Schematic Design, Construction Documents Scope of Services, and Constrtuction and Administrative Services

Description of Agenda Item

Approve the Professional Design Services Proposal for the Hibbing Public Library Tech Center and Toilet Rooms Renovation from Widseth in the amount of $57,000 for Schematic Design, Construction Documents Scope of Services, and Constrtuction and Administrative Services

Strategic Initiative

Update our restrooms on the main level of the library and construct a Tech hub on the main level of the library

Owner of Agenda Item

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

Introduction/Background/Justification/Key Issues/Legal

The City applied for and received a grant from MN Dept of Education in the amount of $500,000. This money will be used for pre-design, design, and construction costs for the Tech Hub which will be constructed at the Hibbing Public Library.

Board/Commission/Committee Actions(s):

NONE

Budgetary/Fiscal Impact

The grant will cover the costs of this proposal

Action Requested

Approve the Professional Design Services Proposal for the Hibbing Public Library Tech Center and Toilet Rooms Renovation from Widseth in the amount of $57,000 for Schematic Design, Construction Documents Scope of Services, and Constrtuction and Administrative Services

Attachments

1. Widseth_Hibbing Public Library Proposal

September 3, 2025

Nick Arola
City Services Director
City of Hibbing

Professional Design Services Proposal
Hibbing Public Library Tech Center and Toilet Rooms Renovation

Dear Mr. Arola,

Thank you for the opportunity to assist the City of Hibbing in the design of the Hibbing Public Library Tech Center and Toilet Room renovation. Widseth Smith Nolting & Associates, Inc. (dba Widseth) is pleased to submit the following proposal for design services. This proposal, as dated above, shall be governed by the attached General Provisions of Professional Services Agreement and amended to include the following information.

Project Understanding
Widseth understands that the City of Hibbing is interested in upgrading the existing child-sized toilet rooms to accessible, adult-sized facilities. In addition, the City plans to renovate a portion of the library to create a tech center that will support meetings, project collaboration, and technology use.

Scope of Services
Based on the Project Understanding outlined above, Widseth proposes the following Scope of Services:

- Schematic Design:
  - Develop a space program to identify the square foot needs for the tech center.
  - Provide code review and life safety plans for toilet rooms requirements and accessibility.
  - Create (2) concept plans of tech center to be reviewed by Library Staff.
  - Prepare estimated cost of construction.
- Construction Documents:
  - Prepare architectural, mechanical and electrical plans for the approved renovation concepts to be used for public bidding.
  - Prepare bid packages and support the city in obtaining competitive bids.
- Construction Administration:
  - Onsite construction meeting once month during active construction.
  - Review shop drawings.

Any service not specifically described herein to be performed, if mutually agreed to by the Owner and Widseth, will be considered an Additional Service. This will result in an increase in Widseth's professional services fee and an adjustment in the contract time.

Proposed Fees
Schematic Design and Construction Documents Services: Widseth proposes to complete the Schematic Design and Construction Documents Scope of Services for a Total Lump Sum fee of $45,600.00 (Fourty-five thousand six hundred dollars).

Construction Administration Services: Widseth proposes to complete Construction Administration Scope of Services on an Hourly Rate basis estimated at $11,400 (Eleven thousand four hundred dollars) to be billed per the attached Fee Schedule.

Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between Widseth and the City of Hibbing. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly.

This proposal will remain valid for 45 days after the submission date.

If you have any questions or would like to discuss any items in more detail, please call me directly at 218.274.6049 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect and Engineers. Widseth is eager to contribute our expertise and we look forward to working with you on this exciting project.

Submitted:

WIDSETH

K Hildenbrand 9/3/2025

Katie Hildenbrand, CID
Vice President

Approved:

Nick Arola
City Services Director

DATE: ______________________________

Attachments
- Widseth 2025 Hourly Fee Schedule
- General Provisions of Professional Services Agreement

WIDSETH

2025 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	$140 / Hour
Level II	$165 / Hour
Level III	$192 / Hour
Level IV	$200 / Hour
Level V	$210 / Hour
Technician	
Level I	$100 / Hour
Level II	$120 / Hour
Level III	$140 / Hour
Level IV	$155 / Hour
Level V	$170 / Hour
Computer Systems Specialist	$180 / Hour
Senior Funding Specialist	$145 / Hour
Marketing Specialist	$123 / Hour
Funding Specialist	$120 / Hour
Administrative Assistant	$ 85 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	$100 / Day
ATV Side by Side Rental	$200 / Day
Waste Water Sampler	$40 / Day
ISCO Flow Recorder	$60 / Day
Photoionization Detection Meter	$100 / Day
Explosimeter	$50 / Day
Product Recovery Equipment	$35 / Day
Survey-Grade GPS (Global Positioning System)	$75 / Hour
Mapping GPS (Global Positioning System)	$150 / Day
Lath & Hubs	$150 / Day
Soil Drilling Rig	$35 / Hour
Groundwater Sampling Equipment	$125 / Day
Hydrographic Survey System	$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2” x 11”	$0.10 Each
Black & White Copies: 11” x 17”	$0.50 Each
Black & White Copies: 24” x 36”	$3 Each
Color Copies: 8-1/2” x 11”	$2 Each
Color Copies: 11” x 17”	$4 Each
Color Copies: 24” x 36”	$12 Each
Color Plots: 42” x 48”	$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE
The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES
The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH
A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.

2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.

3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:

   (a) Travel and subsistence.
   (b) Specialized computer services or programs.
   (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
   (d) Identifiable reproduction and reprographic costs.
   (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.

4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION
Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA
All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS
In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warrantees, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.

3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.

7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

   If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

   With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)
If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION
If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT
If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES
WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND
CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE
WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT
Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES
Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION
It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW
This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK
In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION
WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY
Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.