HIBBING CITY COUNCIL
Regular Meeting
Wednesday, October 1, 2025
5:00 PM

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

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

I. CALL TO ORDER:

II. PLEDGE OF ALLEGIANCE:

III. ADDS AND DELETES:

1. ADDs: CONSENT AGENDA #15, #16, #17, #18, #19, & #20
2. ADDs: DEPARTMENT & COMMITTEE REPORTS #3b
3. DELETES: DEPARTMENT & COMMITTEE REPORTS #2a

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF MINUTES:

1. Approve the Minutes of the Hibbing City Council Meeting of September 17, 2025
2. Approve the Minutes of the Hibbing City Council Workshop of September 17, 2025

VI. CONSENT AGENDA:

1. Approve Accounts Payable dated 9/25/25 checks 181025-181122 and drafts in the amount of $1,948,961.76
2. Approve City Payroll ending September 19, 2025 in the amount of $682,944.40
3. Approve the out-of-state travel request for Jason Hager to attend DRE certifications in Philadelphia, PA, October 6th-10th. All costs of the training are covered through the department of traffic safety except for meals.
4. Declare RPM Tech snowblower surplus
5. Approve the Block Party Application Request of Mesabi Range Youth For Christ at the Haven Youth Center 2012 7th Ave East on Monday, October 20, 2025 from 2:00 - 7:00 p.m.

6. Offer Resolution 25-10-01 Opting to join the statewide volunteer firefighter plan administered by PERA

7. Authorize the hire of Cameron Johnson for the On-Call Firefighter position pending pre-employment contingencies.

8. Approve Resolution No. 25-10-02 approving 2026, 2027, and 2028 Base Pay Structures.

9. Approve Resolution No. 25-10-03 Approving Labor Agreement, and Memorandums of Understanding between the City of Hibbing and Teamsters, Local No. 320.

10. Authorize out-of-state travel for Howie LaVigne and Nate Jager to Sellersburg, IN for the pick-up of the new stage trailer and attend associated training on the equipment.

11. Authorize the posting for Temporary Rink Attendants for City Services.

12. Authorize the hire of Abbey McDonald for the Temporary Community Service Officer (CSO) position pending pre-employment contingencies.

13. Offer resolution 25-10-04 for City staff to submit a grant application and accept money if awarded to the MN DNR ReLeaf Community Forest grant application.

14. Approve the proposal from Miriam Kero Consulting for grant writing assistance for the MN DNR ReLeaf Community Forestry Grant in the amount of $2,060.

15. Authorize the hire of Tyler Nash for the Temporary Library Aide position pending pre-employment contingencies.

16. Authorize the Hibbing City Council to attend the bonding tours for the Senate on Wednesday, October 8th and the House on Thursday, October 9th at City Hall

17. Authorize the Hibbing City Council to attend the HPU Commission Meeting on Tuesday, October 14, 2025 at 6:00 p.m. in the Hibbing City Hall Second Floor Conference Room

18. Authorize the Mayor to sign the Assignment of Purchase Agreement to Cobb Cook Place, LLLP, a Minnesota limited liability limited partnership for the property that is located at 4000 5th Ave. W., Hibbing, MN, County of St. Louis, State of Minnesota (The Purchase Agreement between the Housing and Redevelopment Authority of Hibbing and the City of Hibbing was signed on July 10, 2025).

19. Approve the 2025 FALL YARD CLEANUP for October 27-31, 2025

20. Approve the Raffle Permit Application Request of the Cherry School Teacher Parent Student to hold their Bingo at the Elk's Lodge on October 30, November 6, 13, & 20, 2025
    Raffle Permit #25-10-01

21. Set the next Hibbing City Council Meeting for Wednesday, October 15, 2025 at 5:00

p.m. in the Hibbing City Hall Council Chamber

22. Set the next Hibbing City Council Workshop Meeting for Wednesday, October 15, 2025 following the Regular Meeting at 5:00 p.m.

VII. PUBLIC FORUM:

VIII. DEPARTMENT AND COMMITTEE REPORTS:

1. City Administrator Greg Pruszinske

a. City Administrator's Report

2. ~~Public Utilities Interim Controller Tammy Mattonen~~

a. ~~Offer RESOLUTION NO. 25-10-05 APPROVING THE TERMS OF A UTILITY NET REVENUE NOTE, SERIES 2025A (LIMITED OBLIGATION OF THE CITY OF HIBBING, MINNESOTA), AND AUTHORIZING A GENERAL OBLIGATION PLEDGE THEREFOR~~

3. City Attorney Andy Borland

a. Offer RESOLUTION NO. 25-10-06 WAIVING THE PLANNING COMMISSION'S REVIEW OF THE HIBBING ECONOMIC DEVELOPMENT AUTHORITY (HEDA) PURCHASE OF REAL PROPERTY AT 507 EAST HOWARD STREET, HIBBING, MINNESOTA

b. Offer RESOLUTION NO. 25-10-07 ORDERING THE REMOVAL OF A HAZARDOUS CONDITION LOACTED AT NORTHERLY 22 FEET OF LOT 2 AND SOUTHERLY 18 FEET OF LOT 3, BLOCK 4, FAIRVIEW

IX. BIDS AND QUOTES:

1. City Clerk-Deputy Administrator Candie Seppala

a. Approve the quote for the VIZRT Tricaster Mini for the HPAT studio from B&H Photo in the amount of $6,590.00

X. ADJOURNMENT:

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

Payroll Recap & Funding
Biweekly Regular 09/26/2025

Pay Date: 09/26/2025

Payroll Overview

Payroll		Biweekly Regular 09/26/2025
Pay Date		09/26/2025
# Employees		172
# Paid Employees		172
# Regular	172	
# Pay Periods		1
Base Compensation Changes		7
New Hires		2

Employee Payments

	#	EE's	$ Amount	
Checks Paid By POD6 | UK	1	1	534.00 D	
Direct Deposits Debited	228	170	278,827.05 D	
Total				279,361.05
(D) POD6 | UKG Payroll Services Admin Debit				-279,361.05
Your Remaining Bank Account Liability				0.00
Vouchers Printed	1			
Vouchers Suppressed	0			

Taxes

	EIN	EE's	$ Amount	
FIT/EE	41-6005232	137	38,396.71	
FICA/ER	41-6005232	111	13,484.73	
FICA/EE	41-6005232	111	13,484.73	
MEDI/ER	41-6005232	171	6,403.32	
MEDI/EE	41-6005232	171	6,403.32	
SIT:MN/EE	8022766	142	17,780.70	
Total				95,953.51
Your Remaining Tax Liability				95,953.51

Vendor Liabilities

	EE's	$ Amount	
AFLAC-WWHQ	4	226.31	
AFSCME MN COUNCIL 65	61	3,873.36 C	
City of Hibbing Insurance	130	146,834.66 D	
EMPOWER	66	52,331.02	
FIREFIGHTERS LOCAL #173 C/O	24	1,952.64 C	
HIBBING POLICE ASSOCIATION	14	140.00 D	
Lincoln Financial Group	18	4,090.23	
MADISON NATIONAL LIFE	9	295.33 C	
MAPE UNION ATTN: JULIE LEE	5	363.96 C	
MINNESOTA TEAMSTERS NO. 320	3	358.00 C	
MN CHILD SUPPORT PAYMENT CE	2	765.56 D	
MN PERA	142	93,206.77	
MN PUBLIC EMPLOYEES ASSOCIA	24	1,152.00 C	
NATIONWIDE	14	2,040.00	
Total			307,629.84
(D) POD6 | UKG Payroll Services Admin Debit			-147,740.22
(C) Vendor Checks			-7,995.29
Your Remaining Vendor Liability			151,894.33

Total

--More--

Total - Continued

Total	682,944.40
POD6 | UKG Payroll Services Admin Debit	-427,101.27
Total of Your Responsibility	255,843.13

Recap

POD6 | UKG Payroll S	Date	Bank Account #	$ Amount
Vendor Payment SPA	09/25/2025	x0087	147,740.22
Empl. Checks SPA	09/25/2025	x0087	534.00
Empl. Dir. Dep. SPA	09/25/2025	x0087	278,827.05
		Total Debits	427,101.27

Cash Requirements: x0087	$ Amount
Vendor Payment SPA	147,740.22
Vendor Checks	7,995.29
Tax Payment	95,953.51
Empl. Checks SPA	534.00
Empl. Dir. Dep. SPA	278,827.05
Total	531,050.07

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	495,090.54	
ER Deduction	167,965.81	
ER Tax (Offset)	19,888.05	
Check		534.00
ER Tax		19,888.05
Tax		76,065.46
Deduction		139,664.03
ER Deduction (Offset)		167,965.81
Direct Deposit		278,827.05
	682,944.40	682,944.40

Comparison To Last Pay Period - Gross Wages

PR# 20-25
9/6/25-9/19/25
PAID 9/26/25

PLEASE USE THIS FORM FOR TRAVEL IN 2025

HIBBING

TRAVEL REQUEST FORM

(Fill Out Prior to Travel)

TRAVEL INFORMATION SECTION:	
Employee Name: Jason Hager	Department: Police
Purpose for Travel: DRE Certification	
City/State: Philadelphia, PA	Dates of Travel: 10/6/25-10/10/25

COST CALCULATION SECTION:	**ESTIMATED TOTAL COST**	**PAID DIRECT BY CITY**	**EMPLOYEE PAID**	**ADVANCED**
REGISTRATION FEE:	Paid by state			
TRANSPORTATION:	Squad			
Air Fare	Paid by state			
Personal Car _____ Miles @ $0.70				
Other – Parking, Tolls, etc.				
LODGING: _______ Days @ $________	Paid by state			
ALLOWABLE MEALS:				
Breakfast _4______ @ $10.00	$40			
Lunch _4______ @ $15.00	$60			
Dinner 5_______ @ $20.00	$100			
MISCELLANEOUS:				
SALARY: _______ Hours @ $_______	Working			
TOTAL ESTIMATED COST:	$200			

Departmental Approval:	**Date:** 9/17/25
Budget Approval:	**Date:**
City Administrator Approval:	**Date:**

Revised and Effective: 1/1/25

MINNESOTA STATE PATROL
INVESTIGATIVE SERVICES SECTION (ISS)

DATE:	August 11, 2025
TO:	Officer Jason Hager
CC:	Police Chief Steve Estey
FROM:	Sergeant Tyler Milless
SUBJECT:	2025-3 DRE School

Dear Officer Jason Hager,

Congratulations! This letter is to inform you that you have been accepted into the 2025-3 DRE School. The school will be held on September 8-12 and 15-18, 2025 at the Maple Grove Government Center (12800 Arbor Lakes Parkway N, Maple Grove, MN 55369) under the direction of the Minnesota DRE Coordinator. Also, students will attend 4 days of out-of-state certifications. The certification trip has been scheduled for the week of October 7-10th (subject to change).

You have proven your ability to actively enforce Minnesota's DWI laws and I look forward to you joining in the forces as a Drug Recognition Evaluator. This class is challenging, and will provide you with great knowledge and tools to use while enforcing drug impaired driving.

Thank you for your dedication to the DRE program and I look forward to seeing you in June!

Sergeant Tyler Milless
Minnesota State Patrol
Tyler.Milless@state.mn.us

*If you will need lodging for the DRE school, please let Haley Thompson (haley.thompson@state.mn.us) know by **August 15, 2025 EOD****

Investigative Services Section, 2055 North Lilac Drive, Golden Valley, MN 55422
Office 763-279-4005 ~ Cell 651-925-7601 ~ email: tyler.milless@state.mn.us ~

CITY OF HIBBING

Block Party Application

BLOCK PARTY INFORMATION

Date & Day of Event: MONDAY OCTOBER 20th, 2025

Name of Event: CAMPUS LIFE BLOCK PARTY

Location: 2012 7TH AVE E 55746
Street Number Street/Avenue Name Zip Code

Estimated Attendance: 100

Hours: From: 2:00 AM/PM (PM circled) *Please Circle* To: 7:00 AM/PM (PM circled) *Please Circle*

ORGANIZER(S) INFORMATION

Name: Jake Grass - Mesabi Range Youth for Christ

Address: P.O. Box 474 Virginia, MN 55792
Street Number Street Name Zip Code

Phone Numbers (*Please include area codes*)

Home: (651) 249-6583 Cell: (651) 249-6583 Work: (651) 249-6583

E-mail Address: jake@mesabirangeyfc.org

Name: ______

Address: ______
Street Number Street Name Zip Code

Phone Numbers (*Please include area codes*)

Home: (____)______ Cell: (____)______ Work: (____)______

E-mail Address: ______

DESCRIPTION OF THE EVENT (i.e., neighborhood party or birthday party, etc).
What activities are planned? Be as specific as possible.

Campus Life Block Party. Free community event for students in grades 6-12. Games, music, and fellowship to build authentic relationships within the youth of the Iron Range.

REQUIRED APPROVALS

Hibbing Police & Fire Department: The Police/Fire Departments must approve any street closures. You can contact them at 218.263.3601 or 218.262.6161. Please allow 2 weeks for a sign off. They are located at 1810 12th Avenue East Hibbing, MN 55746 or 2320 Brooklyn Drive, Hibbing, MN 55746.

*** **A site diagram must be provided depicting the street closures, location of the barricades and location of the activities.**

PLACEMENT OF SAFETY EQUIPMENT

Safety equipment must be positioned at the specific location(s) and time(s) stated in the Block Party Application. The equipment must be removed as soon as possible following the block party. Commercial barricades must be used to close the roadway. After dark, the barricades must have flashing amber caution lights securely attached.

*** **Arrange for appropriate traffic safety equipment is a requirement that must be satisfied before a Block Party Permit will be issued. If the necessary safety equipment is not in place during the event, your permit may be revoked.**

If you have any questions regarding safety requirements, please contact the Hibbing Police Department at 218.263.3601.

ADDITIONAL REQUIREMENTS

It is the responsibility of the **Event Organizer** to insure proper cleaning of the area after the event. The applicant shall be liable for payment of the cost of any and all expenses necessary to clean or clear the area.

Violation of the provisions of this permit shall result in the summary revocation of the permit.

Under the penalty of criminal prosecution, I certify that the information contained in this application, signatures, addresses and phone numbers of each person who is listed on this form are correct.

Event Organizer: ____________________ **Date:** 9/22/25

RESIDENT PETITION

All businesses or residential property owners or lessees within the road closure shall give their acknowledgement in writing to the person or organization seeking the permit. The signature, address, phone number and approval/disapproval of each person who is either a property owner or lessee within the requested barricaded area must appear below.

→ All residents have alley access to their properties by vehicle.

NAME	ADDRESS	PHONE #	CIRCLE ONE
Robert Lind	2011 7th Ave E	218-263-9332	Approved / Disapproved
	2015 7th Ave E		Approved / Disapproved
	7th Ave E	218 263 3083	Approved / Disapproved
Krista Swanson	2023 7th Ave E		Approved / Disapproved
J Mickelson St James Episcopal ch	2028 7th Ave E	218-966-2438	Approved / Disapproved
			Approved / Disapproved
			Approved / Disapproved
			Approved / Disapproved
			Approved / Disapproved
			Approved / Disapproved
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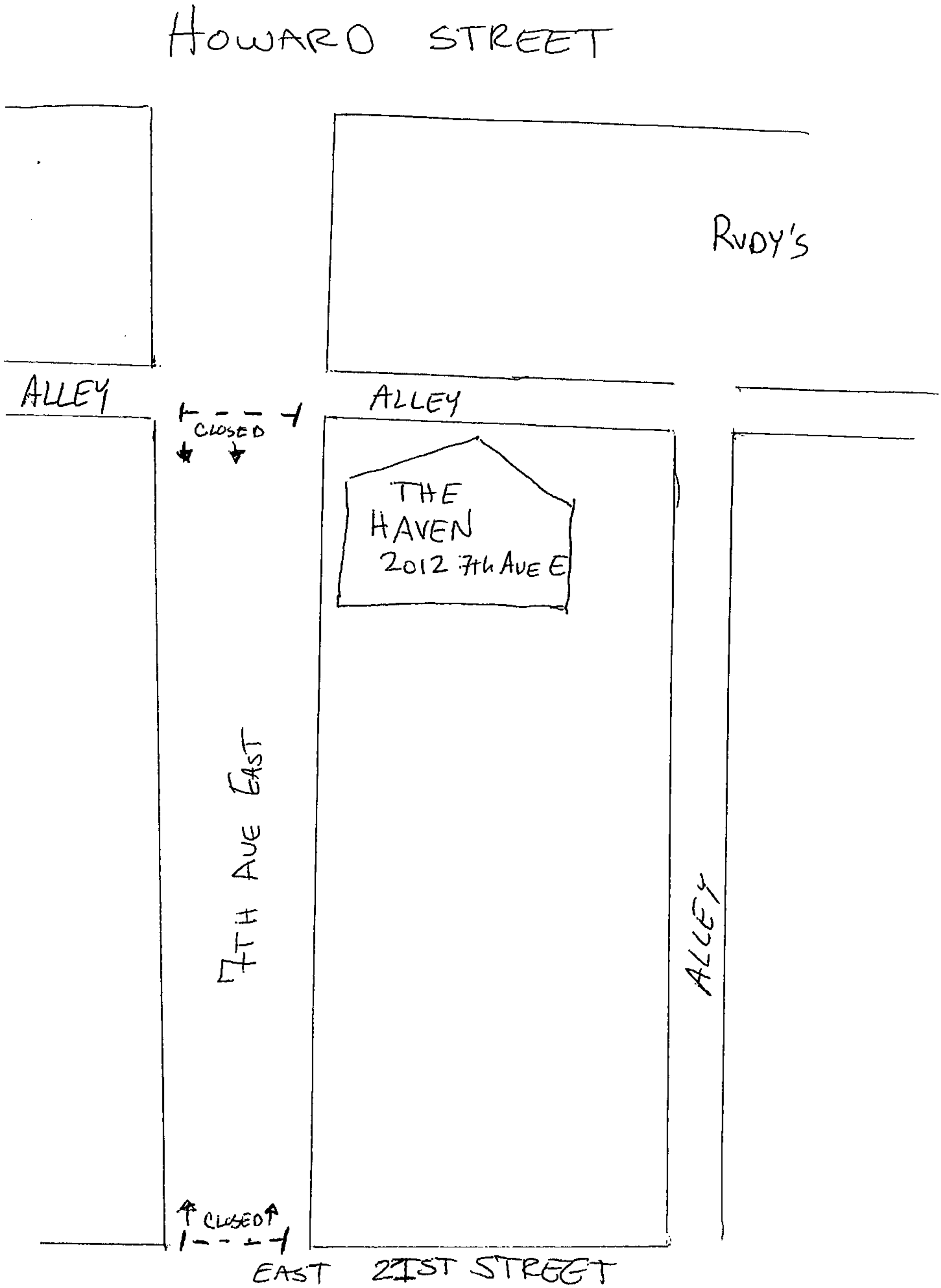
HOWARD STREET
RUDY'S
ALLEY
ALLEY
CLOSED
THE
HAVEN
2012 7th AVE E
7TH AVE EAST
ALLEY
CLOSED
EAST 21ST STREET

Statewide Volunteer Firefighter Plan

CITY OF HIBBING

RESOLUTION No. 25-10-??

A RESOLUTION OPTING TO JOIN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

The City Council of the City of Hibbing, Minnesota, does ordain:

WHEREAS: The City is authorized to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City and the City's Fire Department Relief Association (if one exists) have jointly consented to and obtained a cost analysis for joining the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner; and

WHEREAS: The existing benefit level for the City Fire Department is currently at $1,200 per year of service pursuant to current relief association bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIBBING, MINNESOTA:

1) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis at the $3,500 benefit level per year of service, effective January 1, 2026; and

2) The City hereby approves coverage by and requests participation in the Statewide Volunteer Firefighter Plan administered by PERA under the terms provided in the PERA cost analysis with the vesting schedule beginning at 40% after 5 years of service, increasing by 4% each year until 100% vesting is reached after 20 years of service; and

3) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember [NAME] and was duly seconded by Councilmember [NAME] and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Hibbing, on October 1, 2025.

BY:	ATTEST:
______________________________	______________________________
Mayor	City Clerk or City Administrator

At the Regular Hibbing City Council meeting held on October 1, 2025, at 5:00 P.M., in the Hibbing City Council Chamber, Councilor introduced the following Resolution and moved its adoption:

CITY OF HIBBING
RESOLUTION NO. 25-10-02
APPROVING 2026, 2027, AND 2028 BASE PAY STRUCTURES

WHEREAS, the City of Hibbing City Council must approve base pay and other components of base pay for City of Hibbing (City) employees for calendar years in which it has not taken formal action on such items; and

WHEREAS, the City approves such items through base pay structures.

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

The City Council approves the following:

1. City of Hibbing's Base Pay Structures, which are attached hereto and incorporated herein by reference in their entirety, for:

   A. January 1, 2026 through December 31, 2026 (2026 BPS)

   B. January 1, 2027 through December 31, 2027 (2027 BPS)

   C. January 1, 2028 through December 31, 2028 (2028 BPS)

2. City of Hibbing employees in the following positions will be subject to the 2026 BPS, 2027 BPS, and 2028 BPS:

   A. All positions in an appropriate unit represented by an exclusive representative who have executed an agreement agreeing to be subject to the 2026 BPS, 2027 BPS, and 2028 BPS.

   B. All regular positions not represented by an exclusive representative.

3. City of Hibbing employees employed in the same job classification on January 1, 2026 as December 31, 2025 whose job classification's Grade changed on January 1, 2026 will: (i) be paid base pay at a step letter in the 2026 BPS for their job classification that is the same step letter in the changed grade in the 2025 BPS that is closest to, but not less than, their base pay as of December 31, 2025; and (ii) not be awarded any step increase under and referenced in the 2026 BPS.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 1st day of October, 2025.

CITY OF HIBBING

____

Pete Hyduke, Mayor

ATTEST:

____

Candie Seppala, Clerk

CERTIFICATION

I

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

(City seal)

____

Candie Seppala, Senior Executive Asst.

LABOR AGREEMENT

between

CITY OF HIBBING

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION LOCAL #320

REPRESENTING

LICENSED ESSENTIAL SUPERVISORS

January 1, 2026 – December 31, 2028

TABLE OF CONTENTS

ARTICLE 1. INTRODUCTION

This Agreement is entered into between the City of Hibbing, hereinafter referred to as “Employer”, and Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local #320, hereinafter referred to as the “Union”. The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act./

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative of all licensed essential supervisory employees employed by the Employer in the classifications of all licensed essential supervisors employed by the City of Hibbing Police Department, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential employees (post certified)

2.2 In the event that any new job title is created after the effective date of this Agreement, and such position is filled by the City, the parties agree to meet and discuss whether or not such position should be represented by the Teamsters prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

ARTICLE 3. DEFINITIONS

3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees’ Union Local #320

3.2 Employer: The City of Hibbing.

3.3 Employee: An Employee in the appropriate unit that the Union is the exclusive representative of.

ARTICLE 4. UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.

4.2 In recognition of the Union as the exclusive representative:

A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

B. The Employer shall remit such deductions as requested by the Union; and

C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

ARTICLE 5. EMPLOYER RIGHTS

5.1 The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and the direction and number of personnel.

5.2 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and Equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to determine the qualifications for positions and of applicants; to hire, assign, direct, and determine the number of personnel; to issue, amend, and revise policies, rules, regulations, and practices; and to establish work schedules.

5.3 All rights and authorities which the Employer has not specifically abridged, delegated, or modified by Expressed provisions of this Agreement are retained by the Employer. The Employer's failure to exercise any right, prerogative, or function on hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6. SAVINGS CLAUSE

This Agreement is subject to the Laws of the United States and the State of Minnesota including but not limited to PERLA, Veteran's preference, and civil service. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be re-negotiated at the request of either party.

ARTICLE 7. HOURS OF WORK

7.1 The basic work week for employees that are FLSA exempt shall be forty (40) hours per week, but it is agreed that the employees covered by this Agreement shall work whatever hours are necessary to perform their duties and responsibilities and shall be permitted to take time off during the normal work-day of their respective departments consistent with Employer standards.

7.2 Employees not FLSA exempt working overtime will be compensated at 1.5 times the normal rate of pay. Employees have the option to take time compensatory time at 1.5 times the regular rate in lieu of pay. Such employees may accumulate a maximum of (80) hours in a calendar year. Compensatory time will be paid out one time a year in December in the event the employee wishes to do so.

ARTICLE 8. COMPENSATION

8.1 In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay as established in employer's base pay schedule that are in effect on the date that this Agreement is executed for the respective calendar year

8.2 When the Commander is called back to work when they are off duty with less than 24 hours notice For an immediate issue or a court appearance, he/she shall be paid for such work at a rate of one and one-half times his or her base rate for a minimum of four hours.

ARTICLE 9. UNIFORMS

9.1 Employees will be provided all necessary items to safely accomplish their role and will be re issued as necessary upon direction from the Employer.

9.2 Employees will be paid $83.34 per month as a uniform allowance, effective upon completion of their probationary period.

ARTICLE 10. SEVERANCE/RETIREMENT

10.1 Any employee who is terminated from his or her employment with the City or whose position is eliminated for any reason shall be entitled to a severance pay equal to two months at current salary. This article does not apply to an employee who is discharged for cause. The benefits provided by this article shall not be given to any employee who is being involuntarily retired, is on probation or holds a provisional substitute appointment.

10.2 Upon retirement, employees shall be paid for all accumulated vacation and sick leave; sick leave to be paid according to the following paragraphs within this section.

10.3 If the employee is eligible to draw retirement benefits from PERA, employee will be paid a severance payment which will be paid into the employee's Post-Retirement Health Care account (MSRS), in an amount as follows: after completing fifteen (15) years of service in law enforcement, an amount equal to twenty-five percent (25%) of the current value of his/her accrued sick leave at the time of retirement; after completing (20) years of law enforcement service an amount equal to 40% of the current value of his/her accumulated sick leave at the time of retirement or after completing (25) years of service an amount equal to 50% of the current value of his/her accumulated sick leave at the time of retirement.

ARTICLE 11. POST RETIREMENT HEALTH CARE (MSRS)

Effective in February of each year, active employees hired after January 1, 2007 will receive contributions from the City of $200.00 each year, will be contributed to their postretirement health care account.

ARTICLE 12. RESIGNATIONS

Any employee who wishes to resign in good standing shall give the appointing authority written notice of 14 days unless the appointing authority consents to his/her leaving on shorter notice. Employee shall receive the value of all accumulated unused vacation. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of any of the employees belonging to the Teamsters to resign at any time from their position with the City subject only to the provisions of this agreement.

ARTICLE 13. HOLIDAYS

13.1 The following holidays shall be observed:

New Year's Day	President's Day	Memorial Day
Good Friday	Fourth of July	Columbus Day
Labor Day	Veterans Day	Thanksgiving Day

Christmas Eve Day	Martin Luther King Day	Personal Holiday 2
Christmas Day	Juneteenth	

13.2 When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE 14. VACATIONS

Vacation may be accumulated up to a maximum amount of vacation that an employee is entitled to pursuant to the following schedule and must be used within (2) years:

Years of L.E.	Service Hours
1	160
6	200
15	240
20	280

ARTICLE 15. SICK LEAVE

15.1 Sick leave shall be earned at the rate of 6.46 hours per pay period with a maximum accumulation of 1,440 hours. No sick leave shall be earned by the employee when that employee is on sick leave.

15.2 Sick leave is hereby defined to mean the absence of an employee because of illness or for the attendance of such employee upon his/her family per MN Statute 181.9413.

15.3 All employees covered under this agreement shall be entitled to an annual sick leave bonus of eighty (80) hours. Employees who don't use sick leave during the year shall be entitled to the full bonus. Each hour of sick leave used during the year will reduce the sick leave bonus by one (1) hour. The balance of the remainder of the employee's sick leave accumulation remaining after the sick leave bonus and sick leave hours are utilized shall be credited to the employee's accumulated sick leave account. The sick leave bonus shall be pro-rated upon the employee's retirement.

ARTICLE 16. LEAVES OF ABSENCE

16.1 Employees who are elected officers or appointed representatives of the exclusive representative shall be afforded reasonable time off to conduct the duties of the exclusive representative and upon request will be provided with leaves of absence, as required by law.

ARTICLE 17. INSURANCE

17.1 All employees shall be covered under a health and welfare program, the funds for which shall be derived from a tax levy made by the City of Hibbing, Minnesota. Coverage under this program shall be as follows:

A. Group Life Insurance. All active employees up to age 71 shall be covered by a $10,000.00 life insurance policy, full premium to be paid by the City. Active employees after age 71 or employees qualifying for retirement shall have the right to continue coverage and will be responsible for the cost of the insurance premium.

B. From January 1, 2026 through December 31, 2028, the Employer shall be required to pay (80%) of the monthly hospital/medical insurance premium for the single or family plan offered by the Employer and their insurance carriers. Employer will make payment to premiums for employees at a rate that is the same dollar amount as of December 31, 2028 during negotiations for a subsequent agreement. Employees shall pay the remainder of the abovementioned monthly premiums.

17.2 In addition, effective January 1st of each year the City shall contribute to the VEBA account (or like account if the City adopts a legally equivalent plan) the following amounts:
Percentage of 1200/2400 Deductible Contributed to Account by City

Year	Single Coverage	Family Coverage
2026	80%	80%
2027	80%	80%
2028	80%	80%

17.3 With a six month notice to the Employer, the Union shall have the right to leave the Employer funded health insurance plan for a Teamsters Union sponsored plan. Further, the Employer will contribute the same dollar amount that had previously been paid for Employee coverage – depending on their current single/family status – and at the amount paid for other city employees.

ARTICLE 18. DENTAL INSURANCE

The Employer shall make available a group dental insurance plan and pay 85% of the monthly premium for the single or family coverage plans.

ARTICLE 19. RETIREE HEALTH INSURANCE

19.1 Retiring on or after January 1, 2007: For all active employees who retire on or after January 1, 2007, who were hired after June 1, 1989 and who at the time of retirement have (15) years of service with the City and who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay the following:

A. Eighty percent (80%) of the monthly hospital/ medical insurance premium for single coverage until the retired employee becomes eligible for Medicare, with the retiree paying the remainder of the monthly premium, for the hospital/medical insurance plan offered by the City to active employees. Upon the retired employee becoming eligible for Medicare, the retiree shall be enrolled in the Medicare Supplement plan (Medica Prime Solutions or equivalent) with premium participation split based upon the same premium split paid when the employee retired from City service.

B. The same contribution to the retiree's VEBA account (or like account if the City adopts a legally equivalent plan) as the City makes to the VEBA account of active employees

C. Any employee hired on or after January 1, 2007 shall not be eligible for either an Employer contribution to the premium for hospital/medical or dental insurance, or an Employer contribution to an employee account, i.e. VEBA account or other like account for an equivalent plan, following retirement from City service.

ARTICLE 20. DISCIPLINE

20.1 Disciplinary discharges or demotions to a lower classification shall be made only for just cause.

20.2 It is mutually understood and agreed that in establishing, implementing and administering disciplinary procedures that the concept of "progressive discipline" shall prevail, although it is recognized that there are some offenses which may, in extreme instances, require more stringent discipline than normal progress. The types of discipline are as follows:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

20.3 In the event that any employee is terminated due to conviction for a felony or any illegal act involving personal gain to himself or herself or malfeasance in office, then there shall be no obligation on the part of the City to pay any severance pay or unused personal leave pursuant to this agreement.

ARTICLE 21. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

21.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

21.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors within five days of such designation.

21.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

21.4 PROCEDURE

Grievances, as defined by Section 21.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the City's Human Resource Director as designated by the Employer. The Employer designated Step 1 representative must receive the grievance. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after discussion.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (City Administrator). The Employer designated Step 2 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after discussion of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated Step 3 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance final answer shall be considered waived. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation.

A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators.

For grievances not subject to Minnesota Statutes, section 626.892, the selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the patties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.
For grievances subject to Minnesota Statutes, section 626.892, the selection of an arbitrator is governed exclusively by that law.

21.5 A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the patties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this A1ticle or as otherwise required by law. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

21.6 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this A1ticle, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 22. SENIORITY

22.1 The seniority date is to be considered the first day of employment as a regular, fulltime employee of the City of Hibbing. The City of Hibbing will maintain a seniority list at all times.

22.2 In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring within their job classification. Employees shall be given a thirty (30) 11 working days-notice of layoff and rehiring shall be determined by seniority only and pay scale or position of employee shall not be a factor. Recall from layoff shall be by telephone. If the employee cannot be reached, the City shall recall the employees to work by certified letter sent to the employee's last known address. The employee must return to work within twenty (20) calendar days of the date of the letter or forfeit all recall rights.

22.3 Notice of all vacancies and newly created positions shall be posted on the employees' bulletin board, and the employees shall be given seven (7) days' time in which to make an application to fill said vacancy or new position. An employee so transferred shall be on probation in the new position for a period of (90) calendar days during which time he/she may elect to be returned to his/her previous position without loss of seniority in that position. In the event the Council makes a determination that an employee is "obviously not qualified" and the Association does not approve of the determination, the applicant shall have the right of appeal through the normal grievance procedure.

22.4 Should a supervisor be unable to hold a position in the supervisor unit by virtue of elimination of a position, that supervisor shall have the right to revert back to the base unit without bumping and with all seniority rights of the City recognized. He may then be allowed to bid for the first available opening for which his seniority rights entitle him/her.

ARTICLE 23. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

23.1 This Agreement shall represent the complete agreement between the Union and the Employer.

23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

.ARTICLE 24. DURATION

This agreement will be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028.

In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

FOR THE CITY OF HIBBING		FOR TEAMSTERS LOCAL 320	
Mayor	Date	Business Agent	Date
City Clerk	Date	Union Representative	Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Hibbing, Minnesota ("Employer") and Teamsters, Local No. 320 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit ("Employees");

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2026 through December 31, 20268 ("Labor Agreement");

WHEREAS, Article 11 of the Labor Agreement establishes Employer contributions to certain Employees' Health Care Savings Plan ("HCSP") established under state law and administered by Minnesota State Retirement System; and

WHEREAS, the parties desire to establish Employees' contributions to their HCSP.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. HCSP Contributions

Employees will contribute two percent of their gross pay each payroll to their HCSP account established under Minnesota Statutes, section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the Employee under this MOU will be deposited into the employee's HCSP account.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer does not waive and expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective and Expiration Date

This MOU is effective on January 1, 2026. This MOU expires and is no longer in force and effect when the Labor Agreement is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF HIBBING	TEAMSTERS, LOCAL NO. 320
By ____________________ Mayor	By____________________ Business Agent
By ____________________ City Clerk	By____________________ Union Representative
Date: ____________	Date: ____________

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Hibbing ("Employer") and Teamsters, Local 320 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit"); and

WHEREAS, the Employer and Union desire to provide training pay to incumbent employees.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Training Pay

In calendar years 2026, 2027, and 2028, the Employer will pay for training for twenty (20) hours per year at straight time with the year-end paycheck for Bargaining Unit employees that are employed by Employer on the date this MOA is executed.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU is intended for a one-time purpose only and cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer does not waive and expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective and Expiration Date

This MOU is effective the latest date affixed to the signatures below. This MOU expires and is no longer in force and effect on December 31, 2028.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF HIBBING	TEAMSTERS, LOCAL NO. 320
By ___________________________________ Mayor	By___________________________________ Business Agent
By ___________________________________ City Clerk	By___________________________________ Union Representative
Date: ____________________	Date: ____________________

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Hibbing, Minnesota ("Employer") and Teamsters, Local No. 320 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit ("Bargaining Unit Employees");

WHEREAS, the parties are parties to a Labor Agreement with a duration of January 1, 2026 through December 31, 2028;

WHEREAS, under Minn. Stat. 181.9447, subd. 12, an employee may not use earned sick and safe time for the closure of the employee's place of business due to weather or other public emergency, unless the following condition is met: the employee is represented by an exclusive representative under section 179A.03, subd. 8 and the collective bargaining agreement or memorandum of understanding governing the employee's position explicitly references section 181.9447, subd. 1, clause (4), and clearly and unambiguously waives application of that section of the employee's position; and

WHEREAS, the parties desire to memorialize the above-item regarding earned sick and safe time.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Earned Sick and Safe Time Weather Exception

Bargaining Unit Employees are hereby waiving the application of Minn. Stat. sec. 181.9447, subdivision 1, clause (4) for the Bargaining Unit Employee's position, and, therefore ,they may not use earned sick and safe time if preassigned or foreseeable work duties during a public emergency or weather event would require them to respond to the public emergency or a weather event.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU, except as otherwise specified in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective and executed on the latest date affixed to the signatures below.

Article 8. Expiration Date

This MOU will expire and no longer be in force or effect, effective the date that the Labor Agreement expires and is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF HIBBING		FOR TEAMSTERS LOCAL 320	
Mayor	Date	Business Agent	Date
City Clerk	Date	Union Representative	Date

At the Regular Hibbing City Council meeting held on October 1, 2025, at 5:00 P.M., in the Hibbing City Council Chamber, Councilor introduced the following Resolution and moved its adoption:

CITY OF HIBBING
RESOLUTION NO. 25-10-03
APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF HIBBING AND TEAMSTERS, LOCAL NO. 320

WHEREAS, Teamsters, Local No. 320 is the exclusive representative for certain City of Hibbing employees;

WHEREAS, the current labor agreement between the City of Hibbing and Teamsters, Local No. 320 expired on December 31, 2025;

WHEREAS, the City of Hibbing and Teamsters, Local No. 320 met and negotiated over the terms of the new labor agreement and a memorandums of understanding regarding training pay, use of ESST for emergency and weather events, and health care savings plan contributions, respectively, between the parties;

WHEREAS, the parties reached a tentative agreement of the terms of the new labor agreement and memorandums of understanding and

WHEREAS, the Public Employment Relations Act requires that the City of Hibbing execute a labor agreement and memorandums of understanding and implement them n the form of a resolution.

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

1. The Labor Agreement between City of Hibbing and Teamsters, Local No. 320 for January 1, 2026 through December 31, 2028, which is attached hereto and incorporated herein by references in its entirety, is approved.

2. The Memorandums of Understanding between City of Hibbing and Teamsters, Local No. 320, which re attached hereto and incorporated herein by references in their entirety, is approved

3. The City Clerk and Mayor must execute the agreement and memorandums of understanding

4. The City of Hibbing must implement the agreement and memorandums of understanding.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Passed and adopted this 1st day of October, 2025.

CITY OF HIBBING

ATTEST:

Candie Seppala, Clerk/Deputy Admin

Pete Hyduke, Mayor

CERTIFICATION

I

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

(City seal)

Candie Seppala, Senior Executive Asst.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Hibbing, Minnesota ("Employer") and Teamsters, Local No. 320 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit ("Employees");

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2026 through December 31, 20268 ("Labor Agreement");

WHEREAS, Article 11 of the Labor Agreement establishes Employer contributions to certain Employees' Health Care Savings Plan ("HCSP") established under state law and administered by Minnesota State Retirement System; and

WHEREAS, the parties desire to establish Employees' contributions to their HCSP.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. HCSP Contributions

Employees will contribute two percent of their gross pay each payroll to their HCSP account established under Minnesota Statutes, section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the Employee under this MOU will be deposited into the employee's HCSP account.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer does not waive and expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective and Expiration Date

This MOU is effective on January 1, 2026. This MOU expires and is no longer in force and effect when the Labor Agreement is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF HIBBING	TEAMSTERS, LOCAL NO. 320
By ______________________ Mayor	By ______________________ Business Agent
By ______________________ City Clerk	By ______________________ Union Representative
Date: ______________	Date: 9/24/25

ReLeaf Community Forestry Grants

2025 Request for Applications

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-259-5274. TTY users can call the Minnesota Relay Service at 711. Minnesota DNR is an equal opportunity employer and provider.

Grant Overview

The Minnesota Department of Natural Resources (DNR) welcomes applications from local units of government and nonprofit organizations within Minnesota that will encourage and promote the inventory, planting, assessment, maintenance, improvement, protection, utilization, and restoration of trees and forest resources to enhance community forest ecosystem health and sustainability as well as to reduce atmospheric carbon dioxide levels and promote energy conservation.

Eligible Applicants

Nonprofit organizations with 501(c) status, educational institutions, and local units of government within Minnesota, including cities, counties, regional authorities, joint powers boards, towns, and Tribal governments. Parks and recreation boards in cities of the first class are also eligible to apply.

Eligible Activities

The following activities are eligible for grant funding:

- Community forestry work conducted on non-state public land, or on residential land for low-income residents (work on residential land must be conducted by companies or organizations with an International Society of Arboriculture (ISA) Certified Arborist on staff, Tree Care Industry Association (TCIA) accreditation, or equivalent qualification)
- Work conducted by staff or contractors
- Tree inventories
- Developing a management plan, which can include but is not limited to a forestry-related climate adaption plan, all lands management plan, or emerald ash borer management plan. *Incorporation of environmental justice components and wood utilization components into management plans is encouraged.*
- Tree and stump removal and tree replacement
- Tree planting for diversity
- Chemical treatment of ash trees with an injectable non-neonicotinoid insecticide (e.g. emamectin benzoate) if it provides long-term impact or seed funds an intended long-term program in communities up to 10 miles outside of generally infested areas across Minnesota (please see online guidance for more information)
- Gravel bed construction and maintenance
- Developing a tree ordinance
- Tree cabling, if a long-term evaluation plan is included
- Maintenance pruning
- Development, purchase, or printing of materials used to educate, engage, and conduct outreach to residents about urban and community forestry
- Urban and community forestry or arboriculture education and outreach
- Professional certifications and/or training related to the proposed project
- Wood utilization
- Additional plant healthcare treatments, as approved

Grant Priority

Consistent with legislative direction, priority for ReLeaf grant awards will be given to projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher as identified using the United States Environmental Protection Agency's Environmental Justice Screening and Mapping Tool methodology provided in the United States Environmental Protection Agency's environmental justice screen technical documentation dated July 31, 2024. Please click here to view the Priority Area map.

The supplemental demographic index is a combination of five socioeconomic factors averaged together for *each Census block group. The supplemental demographic index can provide an additional perspective on potential community vulnerability. The formula is as follows: supplemental demographic index = (% low-income + % persons with disabilities + % less than high school education + % limited English speaking + low life expectancy) / 5.*

These priorities align with the State of Minnesota's policy of ensuring fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant making. The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities or disparities, or both.

Project Evaluation

Applications will be rated by a tiered structure to meet statutory priority. The priority is evaluated and carries a unique weight to identify at what level the applicant meets the statutory priority.

Applications will be sorted into one of three tiers based on the criteria outlined. To be funded, the application must be complete, meet Minimum Required Project score of 70, and a Minimum Past Grant Performance score of 3 (or have no Grant Closeout Form with the Urban & Community Forestry UCF program). Applications must meet all requirements to receive funding (see "Application Requirements" section below), they will be funded based on their eligible request and amount of available funding.

In addition to assessing how well a proposed project aligns with the stated priorities, applications will be reviewed and scored based on the overall strength of the proposal. This evaluation serves the following purposes:

- To help ensure the quality of the projects receiving taxpayer dollars
- To distinguish among priority projects if funding is insufficient to support all that meet the application requirements
- To rank remaining projects if funding allows awards beyond the priority

Please review the tiers outlined in the "Application evaluation scoresheet" to determine how your application may be scored.

Funding

A total of $7,198,200 is available in general fund dollars to fund projects managing forest pest and disease, through community forestry activities on non-state public lands and residential land for low-income residents. There is no minimum to the dollar amount applicants can request. The maximum amount that will be funded is $500,000.

No matching funds are required and **submitting match as part of your application is not recommended**. If match is provided, it cannot come from other grants or monies from the State of Minnesota.

Grant Requirements

- Applicant must comply with all Federal and State laws and regulations related to the completion of projects, as stated in the grant agreement.
- Application must show the applicants ability to provide photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results. All public trees removed and planted must be mapped and submitted.
- Applicant must publicly post and promote grant project information and purpose.

Application Requirements

Applicants must meet the following application requirements to be considered for this grant opportunity:

GENERAL

- Applications must be completed in full to be considered. This includes:
    - A detailed project description, including goals, objectives, and a timeline.
    - A budget outlining project costs, including labor, materials, and equipment.
    - A letter of support from any identified partner organization(s).
- Applications must show the ability to implement the project, meet all grant objectives, and submit a final report by June 30, 2027.

PRE-AWARD RISK ASSESSMENT

- Applicants who request $50,000 or more in grant funds must complete and submit the Pre-Award Risk Assessment Questionnaire (not applicable for Tribal governments).
- If required, the questionnaire must be completed in full and all supporting financial documentation must be submitted to be considered.

PAST GRANT PERFORMANCE EVALUATION

- Applicants who have completed one or more grant projects with the DNR Urban and Community Forestry (UCF) Program will need to address their past grant performance in the application. Applicants should request their most recent UCF Grant Closeout form, which can be requested from ucf.dnr@state.mn.us. If you are unsure if your organization has previously held a grant contract with UCF program, please reach out to ucf.dnr@state.mn.us and staff will confirm your past grant status and provide the closeout form, if applicable.
- Past grant performance, when applicable, will be a consideration when awarding grant funding. This means that a project could score well based on the strength of the application, but receive additional grant conditions, reduced funding, or event no funding due to past grant performance issues for which there is no evidence of corrective actions being taken.
- If an applicant was a previous grant recipient but no UCF Grant Closeout form is available, or if the applicant has never received a grant under the UCF program, the section can be left blank. There will be no penalty for those where no UCF Grant Closeout form is available, or if the applicant has never received a grant under the UCF program.

Additional Requirements

INVENTORY, MANAGEMENT PLANS, EDUCATION

- Tree inventory projects must submit obtained data to the DNR in a shapefile format.
- Local units of government must adopt an urban and community forest management plan through this grant process if the community does not yet have one in place. The management plan must be adopted or re-adopted after June 30, 2017, and must be submitted to DNR.
- Any education provided through this program must be conducted by an ISA Certified Arborist, TCIA accreditation or equivalent qualification, or must qualify for ISA continuing education units.
- Management plans are encouraged to incorporate wood utilization when removals are occurring.
- Management plans are encouraged to incorporate priority for environmental justice communities as defined in the priority project section of this document. This may include prioritizing plantings in areas of low canopy cover, focusing education and outreach in these areas, etc.

TREE REMOVALS AND PLANTING

- Planting trees can take place without removal.
- Tree removals from boulevards and manicured parks, must be replaced at least one-for-one (i.e., at least one

tree planted for every tree removed), and trees must be replanted at the same location of the removal whenever possible and feasible.

- Tree removals conducted in park woodlands:
  - For the purposes of this grant, park woodlands are defined as publicly owned spaces that, beyond trail creation or access, are not regularly mowed.
  - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
  - Removals must meet a minimum of one tree planted for five trees removed.
- Tree planting projects must follow the best practices set in A Pocket Guide to Planting Trees.
- Tree planting projects must identify the tree species to be planted; site location(s); and number, and type/size of planting stock:
  - The species identified for planting must increase the diversity of the community's tree canopy and advanced the goal of working toward the 20-10-5 guidelines, meaning a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Communities without a completed tree survey may contact the DNR at ucf.dnr@state.mn.us to receive available community tree survey data.
  - Tree species listed on the Minnesota Invasive Terrestrial Plants list are not eligible for grant expenses, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
  - Species list for trees to be planted must be submitted to and approved by DNR prior to planting.
  - Species list and numbers can be amended following the submission of tree inventory/survey data.
  - Tree stock must meet ANSI Z-60.1 and can be:
    - ¾-2 inch caliper bareroot,
    - a container class size #20 or smaller, or
    - balled and burlapped trees smaller than 2.5" caliper (MNDOT Certified Landscape Specialist training required by planting organization in order for B&B trees to be eligible).
    - Flexibility is possible in instances where desired stock in unavailable.
    - DNR recommends trees be purchased with a one-year warranty.
- All trees removed and planted on public land must be mapped and submitted as shapefiles, with the planted trees identified by species. If your community does not have access to shapefile-generating software, you may purchase it as part of this grant, or please contact DNR at ucf.dnr@state.mn.us to discuss options for addressing this requirement.
- Projects that incorporate tree planting must submit a 3-year establishment plan with application.
- Tree removal projects must report how wood material was managed.

RESIDENTIAL TREE CARE

- Removals conducted on residential property must be offered a tree replacement of one tree planted for each tree removed. Property owner must decline trees planted in order to not meet the one-to-one replanting requirement.
- Work on residential land can only be conducted on a property in service to low-income residents. The definition of low-income must be defined and reasonably justified by the applicant and submitted to the DNR.
- Work conducted on residential property will either be completed by residents (tree planting only), or by tree care companies holding liability insurance and with an International Society of Arboriculture (ISA) Certified Arborist on staff, or Tree Care Industry Association (TCIA) accreditation, or equivalent certification.
- A link to, or paper copy of, the Forest Service's Tree Owner's Manual (English / Spanish) must be provided to

residents receiving maintenance work or a newly planted tree.

- For activities on residential land, a formal agreement between the resident and the ReLeaf grant recipient is required. Each residential agreement must contain the following language:
    - *The State of Minnesota is released from any liability associated with work completed on private property.*
    - *Access is granted by the landowner for all planned activities within agreement; this may include, but is not limited to: planting, follow-up maintenance, monitoring, or other on-site work.*
    - *I will plant and care for my tree according to the Tree Owner's Manual for as long as it is within my right to do so.*

WOOD UTILIZATION

- Wood utilization projects must report on how many board feet or cords of wood are utilized.

Emerald Ash Borer (EAB) Considerations

Minnesota Department of Agriculture considers **May 1 – September 30** to be the flight season for EAB. This means that EAB adult beetles are emerging from infested wood or trees and flying in search of new hosts during this time. The best management practice is to not remove ash trees when EAB are actively flying (May-September), to avoid the risk of EAB emerging from this material in transit or at a processing location.

EAB infestations are difficult to identify in the early stages of the infestation. EAB infestation areas grow via human-assisted movement and through natural dispersion. For these reasons, when new EAB infestations are discovered, quarantines are enacted on a large scale with the assumption that the infestation is spread beyond what is observed. However, while the quarantine necessarily covers a large area where EAB may be present, the distribution of EAB is likely not uniform throughout the quarantine and may be in areas outside these boundaries.

These guidelines ideally should be followed 100 percent of the time when working with ash trees throughout the state of Minnesota. However, *once a community is heavily infested with EAB (the point at which EAB-infested ash are so numerous that year-round removal of hazardous trees is necessary to mitigate risk to public), conducting ash tree removals during the emerald ash borer flight season may be necessary to avoid risk to public safety and property*. Following these guidelines will provide the lowest degree of risk for movement of EAB.

Eligible Project Expenses

Eligible project expenses are those incurred through eligible project activities directly related and necessary to achieve the outcomes described in the project application and that meet the conditions of the grant contract. Grant funds can be used for, but may not be limited to:

- Professional contracts for technical assistance or project implementation. Eligible activities, under such contracts included but may not be limited to outreach, public tree inventories, management plans, treatment, and tree removal and replanting.
- Time spent on the project by staff of the grant recipients.
- Project-related materials may include tree stock, mulch, watering bags, staking materials, tree wrap or guards, shovels, printing, etc.
- Equipment purchases of $4,999 or less, that are used to complete the project. Multiple pieces of equipment, tools, or project supplies can be purchased with grant funds, but no one tool can have a unit cost of $5,000 or more, even if that cost is split across grant and match funds.
- Equipment rental

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date of the fully executed grant agreement.
- Purchase of trees listed on the Minnesota Noxious Weed List, or the DNR's Invasive Terrestrial Plants List, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Purchase of balled and burlapped trees larger than 2.5" caliper, containerized trees larger than #20, or bareroot trees greater than 2" caliper diameter.
- Purchase of tree species that already make up 10% or more of the community's public trees, or in a family that makes up 20% or more of the public trees.
- Purchase of plants other than trees, such as living ground covers, sod, grass seed, and flowers.
- Purchase of land or easements.
- Major soil purchases, grade changes or construction.
- Capital expenditures (items with a unit cost of $5,000 or more), such as buildings, motor vehicles, trails, or other permanent structures.
- Experimental practices not approved by DNR.

Questions about additional eligible or ineligible expenses can be directed to ucf.dnr@state.mn.us.

Application Details and Instructions

When filling out the application, ensure all sections are completed and the application is submitted by the deadline. Pay close attention to the requested information and respond to all questions. Detailed responses and completeness are strongly encouraged: if funded, the application responses will become a grantee's work plan. Make sure enough information is provided, especially in the timeline and budget sections, to serve as a complete work plan. Grantees will need to meet the objectives stated in their work plans by the end of the grant program. Clearly demonstrate in the application how the proposed project does or does not meet the grant priority and how it aligns with eligibility requirements (including project activities and costs). Be sure that the application does not request funding for any ineligible project expenses.

A complete application will consist of the following:

1. Application form (PDF, format unchanged)
2. Budget (Excel, format unchanged, additional lines added as needed)
3. Application identifies locations of grant project work. Submission must show whether work will take place within the Priority Areas; examples may include:
    - Application states:
        - that project work is taking place community-wide based on your organization's geographic purview; or
        - that work will only take place within areas identified by the supplemental demographic index; or
        - that no project work will take place within the supplemental demographic index.
    - Maps are provided, showing project area (ex. printing screenshot of Priority Area map, outlining project area, scanning, and submitting with application;)
4. 3-Year Tree Establishment Plan for newly-planted trees, *if planting trees* (PDF, format unchanged)
5. Species and Stock List from which trees will be planted, *if planting trees* (any format acceptable; contact ucf.dnr@state.mn.us with questions about species eligibility)
6. Local units of government, submit a management Plan, if already completed (local units of government **must** have adopted on or after June 30, 2017, and submitted with their application or plan to adopt a management plan through this grant process- if your community does not have a management plan in place, budget for the cost of obtaining one during this grant program)
7. Letter(s) of support, *if collaborating with an outside organization* (any format acceptable)
8. Pre-Award Risk Assessment Questionnaire and associated financial documents, *if applicant is requesting $50,000 or more in grant funds. Tribal governments are exempt from this requirement.* (PDF, format unchanged)

9. List of Authorized Signer(s), *including name(s), title(s), and email address(es).* (Any format acceptable)

Data Privacy and Trade Secret Notice

The information provided by an applicant will be used to assess the applicant's eligibility to receive a grant. The decision to apply for this grant is voluntary, and applicants are not legally required to provide any of the requested information. Applicants may decline to complete this application without any legal consequence. However, only completed applications will be considered for a grant; incomplete applications will not be considered.

Applications are private or non-public until opened. Once the applications are opened, the name and address of the applicant and the amount requested is public. All other data in an application is private or non-public data until all agreements are fully executed. After DNR has completed the evaluation process, all remaining data in the applications is public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37. A statement by a grantee that the application is copyrighted or otherwise protected does not prevent public access to the application (Minn. Stat. § 13.599, subd. 3).

Application Submission Instructions

After reading through the Request for Applications, complete all parts of the application, which can be found online. Grant applicants are required to submit applications by email to ucf.dnr@state.mn.us. Applications must be received electronically by November 11, 2025**,** to be considered for funding. The applicant is responsible for ensuring their submission is received by DNR by the deadline; applications received after the deadline will not be eligible for consideration. DNR is not responsible for any technical or logistical problems causing an application to be received late.

Review Process and Timeline

All applicants must meet the minimum requirements identified in this Request for Applications to obtain funding.

A UCF Grants Steering Committee, made up of staff from the DNR Division of Forestry, and select stakeholders, will evaluate applications received by the application deadline, recommend projects and award amounts to the DNR. DNR will review the UCF Grants Steering Committee recommendations and is responsible for final award decisions. Final grant awards are contingent upon a pre-award financial to ensure there are no concerns that cannot successfully be mitigated upon negotiation with the State. *The award decisions of DNR are final and not subject to appeal.*

Process	**Timeline**
RFA posted on the DNR website	August 13, 2025
Questions from applicants on application process due	October 28, 2025
Applications due	November 11, 2025
Project Selection Recommendations; Financial and Capacity Review;	November 12, 2025-February 6, 2026
Grant Agreement Negotiations,Work Plans Approved, Contracts Executed, Grant Work Begins	February 9, 2026 - May 29, 2026

DNR expects to contact selected grantees by February 6, 2026. If selected, grantees may only incur eligible expenditures after the grant contract is fully executed and the grant has reached its effective date.

Awards are not publicly announced until all grant agreements are fully executed.

Required financial and grantee capacity review

To protect the interest of the State and to ensure the effective and timely completion of publicly funded grant projects, agencies must ensure that entities that receive grants are financially and operationally capable of performing all duties required of the grant. The OGM 08-06 policy establishes minimum requirements for granting agencies conducting pre-award risk assessment and financial review of potential grantees. As required by *Minn. Stat. §16B.981/Chapter 62 - MN Laws, Article 7, Section 11,* a pre-award risk assessment must be conducted for grant awards of $50,000 or more. This policy does not apply to Tribal governments.

All grantees as defined in *Minn. Stat. §16B.981 Subd. 1 (c)* applying for grants in the state of Minnesota must undergo a financial and capacity review prior to final grant award of $50,000 and higher. Such applicants must include the Pre-Award Risk Assessment Questionnaire and associated financial documents with their application.

Review of the Pre-Award Risk Assessment Questionnaire and associated financial documents may result in a request for more information for the purpose of satisfying any DNR concerns. When requesting additional information from a potential grantee, the DNR will give the potential grantee 15 calendar days to respond or to work with the DNR to develop a risk mitigation plan to satisfy the concerns.

Questions:

Submit questions to ucf.dnr@state.mn.us. Answers will be posted weekly online. Questions must be submitted no later than October 28, 2025 to be included on the website.

Liability and Project Implementation

DNR is not liable for any costs incurred by any organization or individual for work performed in the preparation and production of an application, nor for any work performed prior to the execution of the grant contract. Project work and expenses that are eligible for reimbursement with grant funds CANNOT be started or incurred until the grant contract is fully executed. Grant agreements for awarded projects are expected to be fully executed by May 29, 2026. A fully executed grant agreement is one where all necessary signatures have been obtained.

Reimbursement and Reporting

All grant funds will be provided on a reimbursement basis. Reimbursement may be submitted semi-annually by the following deadlines:

1. June 15, 2026
2. December 15, 2026
3. June 30, 2027 Final Report Due

The following information must be submitted to be deemed a complete reimbursement request:

- An Accomplishment Report describing the grant accomplishments/deliverables and their impacts since the last reimbursement request.
- A Partial Payment Form along with detailed invoices and proof of payment for grant-funded purchases.
- Photo documentation of project progress at appropriate phases, and illustration, diagrams, charts, graphs, and maps to show results.
- Shapefiles of 1) all trees removed (including stumps ground), treated, maintained, and planted on public land, with the trees identified by species, and 2) all work on residential land aggregated by census track. (Note: Grantees without access to shapefile-generating software can notify DNR staff at ucf.dnr@state.mn.us, who will work with the grantee to assist in this requirement.)

All complete reimbursement requests received by the deadlines will be reviewed by DNR staff. Provided that the grantee is in compliance with all terms of the Request for Application and grant contract, verified project activities and eligible expenses will be reimbursed up to 90%, with 10% retained until the project is completed.

Accommodations may be offered in select circumstances, and in accordance with Office of Grants Management policies, at the discretion of the agency. Please reach out to DNR staff at ucf.dnr@state.mn.us for more information on requesting accommodations.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources Pocket Guide to Planting Trees.

If two successive updates are missed, DNR staff will contact grantee requesting a grant progress update and explanation of why grant reporting has been late. If a report is not received within 60 days of the request, DNR will assume work is not being conducted and begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

If within two successive updates necessary progress has not been made in accomplishing work within the grant contract, DNR staff may request a meeting to discuss why progress is not being made and may begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

Project Completion

All project work must be completed, and the final request for reimbursement (along with the final report) must be submitted by **June 30, 2027**.

Grant Performance

If awarded, grant performance will be reviewed on timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication, and acknowledgement and reflection on grant performance. This information may be considered for future grant application and award processes.

Other Considerations

DNR reserves the right to:

- Contact awarded applicants about applications for other UCF grants.
- Post funded applications and reports, including images and maps, to the DNR website
- Consider existing open grants for performance and community need for additional funding
- Reject any or all proposals received
- Waive or modify minor irregularities in proposals received after prior notification and agreement of applicant
- Clarify the scope of this program, within the RFA requirements and with appropriate notice to potential applicants, to best serve the interests of the state of Minnesota
- Amend program specifications after the RFA release, with appropriate notice to potential applicants
- Require a good faith effort on the part of the grantee to work with DNR after project completion to develop or implement project as proposed and contracted
- Withhold any payments or cancel contracts when contract conditions are not met

Exhibit A: Application evaluation score sheet

Selection Criteria and Weight

The steering committee will be reviewing each eligible application on a 100-point scale, and past grant performance on a 5-point scale. Scores will be used to develop final recommendations. Applicants are encouraged to score their own applications using the evaluation score sheet before submitting the application. While not required, this step may help applicants meet the criteria that grant reviewers will be scoring.

PROJECT PRIORITY SCORING (maximum score is 6)				
Application projects for the MN ReLeaf grant will be evaluated and prioritized according to the following criteria: - Projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher within the state of Minnesota. - Justification of Priority Area focus methodology.				
Criterion	**Meets Priority (High) – 3 points**	**Meets Priority (Medium) – 2 points**	**Meets Priority (Low) – 1 point**	**Does Not Meet Priority (Very Low) – 0 points**
Project in Priority Area (SDI ≥70%). Project occurs fully or mostly in a census block group at or above the 70th percentile SDI. Includes map.	100% of the grant project work is within the Priority Area.	50%, or more, of the grant project work is within the Priority Area.	49%, or less, of the grant project work is within the Priority Area.	Applicant is not conducting any work within the Priority Area.
Justification of Priority Area Focus. Justification of calculation through assumptions or data.	Justification is **clear, logical, and data-informed**. Applicant demonstrates a strong understanding of how each eligible activity ties to the Priority Areas, using quantitative or spatial data (e.g., GIS maps, cost estimates, time allocations, or tree inventory stats). Includes realistic assumptions	Justification is **generally sound** but lacks detailed evidence. Applicant explains activities in Priority Areas but provides only partial quantification or assumptions.	Justification is **vague or inconsistent**. Little explanation of how the percent was determined or activities are not clearly tied to Priority Areas.	Justification is **missing, illogical, or unsupported**. No attempt to explain how the number was calculated or claimed percentage seems inflated/unrealistic.

Priority Tiered Review Rubric

To be funded, the application must meet Minimum Required Project score of 70 and either no Past Grant Performance Score (e.g. no Grant Closeout Form was available) or a Minimum Past Grant Performance score of 3, or greater. Applications must meet all requirements for funding (see "Application Requirements" section), applicants will be funded based on their eligible request and amount of available funding.

Priority Score = Project in Priority Area Score + Justification of Priority Area Focus			
	Priority Score	Minimum Required Project Score (Out of 100)	Minimum Past Grant Performance Score (Out of 5), if applicable
Tier A – 1st Scored	5-6	70	3
Tier B – 2nd Scored	3-4	70	3
Tier C – 3rd Scored	0-2	70	3

PROJECT APPLICATION SCORING (maximum score is 100)	
Application projects for the MN ReLeaf Grants will be evaluated and ranked according to the following criteria and points:	**Points**
1. Project Overview and Need • Application is clear, complete, descriptive and clearly meets all minimum requirements and additional requirements. • Community has a readiness to take on a project of the proposed scope and size. • Application details the projects impact and shows high need for project and state grant funding. • Application incorporates the preservation and increase of canopy cover, and/or maintenance, especially within Priority Areas.	30
2. Project Timeline • Timeline provides specific dates for all activities. • Timeline is easy to read and comprehend. • Timeline follows best management practice. • Timeline accounts for grant reporting and end dates. • Timeline is realistic given the extent of the proposed project activities and the resources available and requested to accomplish the project.	20
3. Project Budget and Budget Explanation • Budget explanation is detailed and provides specific dollar amounts for anticipated use. • Budget totals equal amount requested. • Financially realistic and cost effective. • Project budget uses grant funds only for eligible expenses. • Project seeks to maintain tree canopy or replant more trees than removed.	10
4. Community Engagement and Impact • Planning and collaboration clearly serves and includes residents within the project area. • Affected/benefitted communities are engaged and input is incorporated prior to project implementation and throughout the project. • Potential environmental impacts to residents have been addressed and shows an appropriate approach to mitigate negative impacts. • Application demonstrates awareness to potential barriers to participation by some community members and addresses with actionable items for these communities (examples include program focal areas, outreach in multiple languages, inclusion throughout the project), impacts on priority populations are clear and tangible. • Project focuses on Priority Areas, and or within populations that comprise Priority Areas (communities with higher populations of low-income residents, persons with disabilities, less than high school education, limited English speaking, and low life expectancy).	15

5. Communications • Communication strategies are directly related to project accomplishments, activities, or both, and multiple forms of communication are listed with potential to reach the public. • Tree care-related messaging includes EAB information designed to slow the spread, the importance of trees in communities, and/or pruning and maintenance.	10
6. Key Personnel • Key personnel are listed with corresponding project roles and showcase the expertise and capacity to complete proposed grant work. • All components that require a certification are met and listed (e.g. for residential work, planting Balled & Burlappe, etc.). • All certifications and education degrees are listed for staff or contractors. • A high scoring community will have staff or contractors with a degree in a related field, or a combination/multiple staff with ISA Certified Arborist, TCIA accreditations, or both.	15
Total	**100**

PAST GRANT PERFORMANCE SCORING (maximum score is 5)	
PAST DNR URBAN & COMMUNITY FORESTRY GRANT RECIPIENTS ONLY **The section on past grant performance within the Community Tree Planting Grant application will be evaluated and ranked according to the following criteria and points:**	**Points**
1. Past Grant Performance • The most recent UCF Grant Closeout form is addressed. This may include addressing meeting timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication. • Past performance issues and corrective actions are explained, if applicable. • Past performance of strong grant management practices is described, and continued implementation is explained, if applicable. • A high scoring applicant will provide insightful reflection on past performance, and provide specific examples of learning and corrective actions, or continued strong grant management practices.	5
Total	**5**

MIRIAM KERO
CONSULTING

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

September 25, 2025

Nick Arola
City Service Director
City of Hibbing
401 East 21st St
Hibbing, MN 5746

Re: Proposal for 2025 ReLeaf Community Forestry Grant Writing Assistance

Dear Nick:

Thank you for the opportunity to submit a proposal to the city of Hibbing for grant writing services. This document outlines the proposed scope of work and exclusions for assistance in writing a 2025 ReLeaf Community Forest grant application to fund a tree trimming and maintenance, tree removal and replacement (per the grant guidelines) and stump removal.

Per the application guidelines, the maximum amount that will be funded is $500,000. The grant application is due November 11. As a community with a population under 20,000 and historically considered as an environmental justice area with the MPCA, a grant application for this project meets two of the grant priority criteria.

SCOPE OF WORK

Task 1: Miriam Kero will coordinate a kick of meeting to obtain information for the grant application.

Task 2: Miriam Kero will write application text showing the ability to implement the project and meet all grant objectives.

Task 3: Miriam Kero will forward draft application text to the city (City Services Director) and coordinate a review meeting. Note: If funded, application answers will become a grantee’s work plan.

Task 4: Miriam Kero will complete final revisions and submit final grant application text to the city for submission via online portal.

EXCLUSIONS

The City Services Director will assist in crafting the project budget.

The City Services Director will assist in crafting a three year tree establishment plan (per grant requirements).

The city will provide photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results (per grant requirements).

The city will map and submit documentation of all public trees removed and planted (per grant requirements).

The city will publicly post and promote grant project information and purpose (per grant requirements).

The city will adopt an urban and community forest management plan through this grant process if the it does not yet have one in place (per grant requirements). (The management plan must be adopted or re-adopted after June 30, 2017, and must be submitted to DNR.)

Submission of a final report will be completed by the city.

COST ESTIMATE

SCOPE OF WORK	Subtotal	HOURS (128.75 per hour)
Task 1: Miriam Kero will coordinate a kick of meeting to obtain information for the grant application.	386.25	3
Task 2: Miriam Kero will write application text showing the ability to implement the project and meet all grant objectives.	1030	8
Task 3: Miriam Kero will forward draft application text to the city (City Services Director) and coordinate a review meeting. Note: If funded, application answers will become a grantee's work plan.	386.25	3
Task 4: Miriam Kero will complete final revisions and submit final grant application text to the city for submission via online portal.	257.5	2
Total NOT TO EXCEED	**$2,060**	**16**

Thank you for the opportunity to assist with this project. Please let me know if you have any questions or comments with respect to this proposal.

Sincerely,

M G Kero

Miriam Kero
Owner, Miriam Kero Consulting

Enclosure: Consulting Services Agreement

ACCEPTED: Miriam Kero is authorized to perform the scope of work in accordance with attached Consulting Services Agreement and proposed fees.

BY: ____ DATE: ______________________________

Consulting Services Agreement

This services agreement (the agreement) is made effective September 25, 2025, by and between Miriam Kero and the City of Hibbing.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Miriam Kero will provide the CITY OF HIBBING with consulting services as mutually agreed upon and described in the proposal(s). All consulting services to be provided hereunder will be referred to as services. The parties may use this agreement for multiple proposals.

1.2 Proposals will be written documents setting forth at a minimum:
a. A complete, sufficiently detailed description of the types of services to be rendered.
b. The applicable billing rates for the services to be rendered (service fees).
c. Any additional terms and conditions to which the parties may agree.

1.3 The parties recognize that it may be desirable to make changes to the proposal(s). Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the proposal(s), and the parties shall agree in writing that such work constitutes a change from the original proposal, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Miriam Kero and the CITY OF HIBBING.

1.4 Executive staff of the CITY OF HIBBING and Miriam Kero will review the status of the services, proposal(s), and change orders, invoices and estimates as may be required. A written status report will be produced regarding the review. Miriam Kero and the CITY OF HIBBING agree to execute and maintain copies of these status reports.

Obligations

2.1 The CITY OF HIBBING will provide other support services as both the CITY OF HIBBING and Miriam Kero subsequently agree.

Services and Fees and Expenses

3.1 The CITY OF HIBBING shall be responsible for all service fees as identified in the applicable proposal(s) (and change orders, as applicable) as those services are provided.

3.2 Miriam Kero will invoice the CITY OF HIBBING for the service fees once per calendar month (on or about the 31st of each month). The CITY OF HIBBING agrees to remit full payment to accounts payable within 30 days of receipt of the invoice. An 18% interest fee applies to all invoice amounts not paid within 60 days.

Term and Termination

4.1 This agreement shall commence as of the agreement date above and shall remain in force through December 30, 2026.

Proprietary Rights

5.1 Miriam Kero agrees that the work products from the services provided to the CITY OF HIBBING shall be owned by the CITY OF HIBBING. Nothing contained in this section 5.1 shall be construed as prohibiting Miriam Kero from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for the CITY OF HIBBING.

Warranties

6.1 Miriam Kero warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. The CITY OF HIBBING agrees that Miriam Kero's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Miriam Kero's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of the CITY OF HIBBING and Miriam Kero is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof under. Each party shall bear its own costs and attorney fees unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, mail or e-mail to the CITY OF HIBBING or to Miriam Kero as set forth in the preamble of this agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of Minnesota; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Minnesota. Miriam Kero and the CITY OF HIBBING agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to the CITY OF HIBBING. The CITY OF HIBBING hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Miriam Kero. To the extent, if any, that the terms and conditions of the CITY OF HIBBING's orders or other correspondence are inconsistent with this agreement, this agreement shall control.

Amendment: This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the consulting agreement at will, at any time, with or without cause. Nothing contained in any committee documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by any one individual of the CITY OF HIBBING. Upon termination of this agreement, Miriam Kero must return all documentation, equipment or other materials provided by the CITY OF HIBBING during the term of this agreement.

ASSIGNMENT OF PURCHASE AGREEMENT

Housing and Redevelopment Authority of Hibbing, a public body corporate and politic of the State of Minnesota, herewith assigns all of its rights as Buyer under that certain Purchase Agreement between it and **City of Hibbing**, a municipal corporation, dated July 10, 2024, as amended, (the "Purchase Agreement") to **Cobb Cook Place, LLLP**, a Minnesota limited liability limited partnership.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Dated: _______________, 2025.

Assignor:

Housing and Redevelopment Authority of Hibbing

____
By: Jacquline Prescott, Its Executive Director

Assignee:

Cobb Cook Place, LLLP
By: Cobb Cook Developer, LLC
Its: General Partner

____
By: Jacquline Prescott, Its Co-Chief Manager

882323.v1

____
By: Nancy Cashman, Its Co-Chief Manager

Sellers:

City of Hibbing

____
By: Pete Hyduke, Its Mayor

882323.v1

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made as of July 10, 2024, by and between **Housing and Redevelopment Authority of Hibbing**, a public body corporate and politic of the State of Minnesota, 3117 7th Ave. E., Hibbing, MN 55746, BUYER, and **City of Hibbing**, a municipal corporation, 401 East 21st Street, Hibbing, MN 55746, SELLER.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property legally described as: That part of the SW ¼ of SE ¼, Section 24, Township 57, Range 21, described as follows: Beginning at a point on the North line of said SW ¼ of SE ¼, which lies 480 feet West of the Northeast corner thereof; thence Easterly along the North line of said SW ¼ of SE ¼, to a point that lies 150 feet West of the Northeast corner thereof; thence Southerly and parallel to the East line of said SW ¼ of SE ¼, a distance of 654.30 feet; thence deflecting right 90 degrees 7 minutes a distance of 330 feet West; thence Northerly and parallel to the East line of said SW ¼ of SE ¼, a distance of 654.30 feet, more or less, to the point of beginning and there terminating. (the "Property"). The Property is located at 4000 5th Ave. W., Hibbing, MN, County of St. Louis, State of Minnesota.

There is no personal property or improvements included in this sale.

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

4. **PRICE AND TERMS.** The parties have negotiated regarding the Property and agree on a price of Eight Thousand-Six hundred and No/100ths Dollars ($8,600). The consideration upon CLOSING under this Purchase Agreement is an equity gift.

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

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

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

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

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

8. **SELLER'S BOUNDARY LINE, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the property. Seller warrants that there has been no labor or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

9. **CONDITION OF PROPERTY.**

A. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the property by any person in violation of any law, nor of any underground storage tanks having been located on the property at any time.

B. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.

C. Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites).

D. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.

F. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.

H. Seller's warranties and representations contained in this Paragraph 9, shall survive the delivery of the Deed.

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

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

12. **EXAMINATION OF TITLE.** Within 10 days after acceptance of this Agreement, Seller shall provide evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending Special Assessments, to Buyer or Buyer's designated title search provider, as follows:

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

13. **TITLE CORRECTIONS AND REMEDIES.** Seller shall use Seller's best efforts to provide marketable title by the date of closing. Marketable title includes dealing within any encroachments, trespassing or squatter's, including hunting shacks and/or stands. In the event Seller has not provided marketable title by the date of closing, Seller shall have the right upon written notice to Buyer to extend the closing date for an additional 30 days to make title marketable or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to this 30-day extension, Buyer and Seller may, by mutual written agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement, if title fails, cancelled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is cancelled for title failures. If either party declares this Purchase Agreement cancelled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

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

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

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

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

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

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

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

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

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

A. Clear, balance and remediate the land/soils, as necessary, to provide an immediate, mortgageable, and buildable site; and

B. Provide both viable and insurable legal access and utilities to include building any extension of current public roads and utilities.

21. **CLOSING**. Closing shall be at the office as directed by Minnesota Housing Finance Agency (MHFA). The Closing shall occur at such time as Buyer is able to secure the funding and close on the purchase and the financing for the facility to be constructed. If Buyer's anticipated funding through MHFA is not approved by December 31, 2026, Buyer shall have the option to continue or cancel this Agreement. Status of Buyer's efforts to secure funding will be provided to Seller upon request. Buyer shall notice Seller regarding a Closing Date at least thirty (30) days in advance of such Closing.

22. **EXPIRATION OF AGREEMENT**. This Vacant Land Purchase Agreement shall expire on January 1, 2027, with additional option to extend as long as all funding has been approved.

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

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

(1) Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.

(2) Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.

(3) Document preparation costs for Seller's deed and any other documents necessary to transfer good and marketable title by Seller's deed.

(4) Deed tax on Seller's deed.

(5) One half of the closer's fee.

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

(1) One-half of the closer's fee.

(2) Recording fee for Seller's deed.

(3) All Buyer's financing charges.

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

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

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

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

HOUSING AND REDEVELOPMENT AUTHORITY OF HIBBING

By: Jacqaline Prescott

Date: 7/10/2024

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

CITY OF HIBBING

By: Pete Heyblom

Date: 7/10/2024

CITY OF HIBBING

FALL

YARD WASTE CLEAN-UP

The City of Hibbing Public Works Department will be picking up yard waste from gardens, grass, leaves, and brush beginning on October 27th through October 31, 2025.

ALL YARD WASTE MUST BE NEATLY PILED OR PLACED ON THE BOULEVARD OR NEXT TO THE ALLEY BY 7:00 AM October 27th.

Please place yard waste adjacent to your property. DO NOT USE OR BLOCK GARBAGE CANS.

Garden waste, grass and leaves must be bagged for pickup. Brush must be neatly stacked no longer than 6 feet. No single item shall weigh more than 40 pounds.

The Public Works crews will travel streets and alleys ONLY ONCE for yard waste pick up.

The Public Works crews WILL NOT go on private property for pick up.

Any yard waste placed after October 27th, and the Public Works crews have already been by that area, will be the property owners responsibility for disposal at the City Recycle Center.

Your cooperation in this fall clean-up will help us complete this community project in the time allotted.

Questions, call the Hibbing Engineering Department at 218-312-1571.

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Cherry School Parent Teacher Student

Previous Gambling Permit Number: ________

Minnesota Tax ID Number, if any: 81-1154569

Federal Employer ID Number (FEIN), if any: ________

Mailing Address: 3943 Tamminen Road

City: Iron   State: MN   Zip: 55751   County: St Louis

Name of Chief Executive Officer (CEO): LeighAnn Bouchard

CEO Daytime Phone: 763.516.0856   CEO Email: lbouchard@isd2142.k12.mn.us
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): ________

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

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

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

☑ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

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

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☑ No

If yes, list the dates when bingo was conducted: ________

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: October 30, November 6, 13 ,& 20, 2025

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair   Dates: ________

☐ civic celebration   Dates: ________

☐ Minnesota State Fair   Dates: ________

Person in charge of bingo event: Becky Radika   Daytime Phone: 218.969.4763

Name of premises where bingo will be conducted: The Elk's Lodge

Premises street address: 1926 4th Avenue East

City: Hibbing   If township, township name: ________   County: St. Louis

LG240B Application to Conduct Excluded Bingo

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

CITY APPROVAL
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Hibbing

Signature of City Personnel: Candie Seppala

Title: City Clerk Date: 10/1/25

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

COUNTY APPROVAL
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: ______

Signature of County Personnel: ______

Title: ______ Date: ______

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: ______

Signature of Township Officer: ______

Title: ______ Date: ______

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: [signature] Date: 9/30/2025
(Signature must be CEO's signature; designee may not sign)

Print Name: LeighAnn Bouchard

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***LIST OF LICENSEES*** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer

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

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None

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Action Requested

Attachments

1. Res-25-10 06-waive-planning-comm-review-507-E-Howard-St

At the Council meeting held Wednesday, October 1, 2025, at 5:00 P.M., in the Hibbing City Council Chambers, _______________ __________ offered the following Resolution and moved its adoption:

RESOLUTION No. 25-09-06

RESOLUTION WAIVING THE PLANNING COMMISSION'S REVIEW OF THE HIBBING ECONOMIC DEVELOPMENT AUTHORITY (HEDA) PURCHASE OF REAL PROPERTY AT 507 EAST HOWARD STREET, HIBBING, MINNESOTA

WHEREAS, HEDA has entered into a Development Agreement to purchase land in Hibbing, St. Louis County, Minnesota 55746, legally described as follows, to-wit:

Parcel Code 140-0070-00790
That certain portion of Lot 7, Block 5, CENTRAL ADDITION TO HIBBING, according to the plat thereof on file and of record in the office of the Registrar of Titles, St. Louis County, Minnesota, being the area embraced within the west boundary line of said Lot 7 and the center line of the east wall of that certain two-story building more commonly known as 507 E. Howard Street, situated upon said Lot 7, and said boundary line and center line projected north and south to the intersection of the north and south boundary lines of said Lot 7, which is more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the south line of Lot 7, Block 5, Central Addition to Hibbing, which point is located 2.68 feet west of the southeast corner of said Lot 7 and on the south face of the south wall of said building and on the center line of the east building wall; thence northerly along said center line of said east wall and said center line extended north and parallel to the east line of said Lot 7 to the north boundary of said Lot 7; thence in a westerly direction along the north boundary line of said Lot 7 to the northwest corner of Lot 7; thence south along the west boundary line to the south boundary line of Lot 7; thence east along the south boundary line to the point of beginning.

SAVING, EXCEPTING and RESERVING, however, all iron ore and other minerals on, in or under said land, together with the right to the owner or owners thereof to enter upon said land, explore for, mine and remove said ore and minerals in the customary manner as the said minerals and rights are reserved in those certain deeds, recorded in the office of Register of Deeds in Book 422 of Deeds, pages 131 and 132; Book 421 of Deeds page 168; and Book 417 of Deeds page 309; reference to which deeds and the records thereof is hereby made for greater certainty.

SUBJECT to the easement and conditions as set forth in deed bearing Document No. 192333 on file in the office of the Registrar of Titles. (Torrens)

and,

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hibbing that the City of Hibbing hereby waives referral to the Hibbing Planning Commission for its review of the contemplated purchase of real property located at 507 East Howard Street, Hibbing, by HEDA for a determination regarding whether the acquisition is in compliance with the City of Hibbing's Comprehensive Plan.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSTAINING:

ABSENT:

Adopted and passed this 17th day of September, 2025.

CITY OF HIBBING

Mayor Pete Hyduke

ATTEST:

Candie Seppala, Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted and passed by the Hibbing City Council at its regular meeting held Wednesday, September 17, 2025.

(City seal)

Candie Seppala
Senior Executive Assistant

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. Res-25-10-XX-Order-Removal
2. Order

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

RESOLUTION NO. 25-10-____

RESOLUTION ORDERING THE REMOVAL OF A HAZARDOUS CONDITION LOCATED AT NORTHERLY 22 FEET OF LOT 2 AND SOUTHERLY 18 FEET OF LOT 3, BLOCK 4, FAIRVIEW

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

1. That St. Louis County on behalf of the State of Minnesota is the record owner of the Northerly 22 feet of Lot 2 and Southerly 18 feet of Lot 2, Block 4, FAIRVIEW, and upon information and belief St. Louis County, Minnesota, is the statutory authority to manage this tax forfeited property for the State of Minnesota and this can be considered the owner with its principal office located at 320 West Second Street, Suite 302, Duluth, Minnesota 55802.

2. That Northerly 22 feet of Lot 2 and Southerly 18 feet of Lot 2, Block 4, FAIRVIEW, has a street address of 2216 Fourth Avenue East and is in the City of Hibbing.

3. That the Council by this Resolution has determined that the premises at the above described property has a hazardous condition and is in such condition so as to require the removal of the said condition. Specifically, the Council finds that because the premises appears to be abandoned and has become infested with pigeons and unsanitary conditions constituting a fire hazard and a hazard to public safety and health.

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

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

enter a judgment fixing a time after which the governing body may proceed with the enforcement of this Order. The City shall have the right to remove the condition and to charge the real estate with the costs of the removal pursuant to Minnesota Statutes 463.21.

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

FOR ADOPTION:

AGAINST ADOPTION:

ABSENT:

Dated this ___ day of _______________, 2025.

CITY OF HIBBING

____
Mayor Pete Hyduke

ATTEST:

____
Clerk Candie Seppala

CERTIFICATION

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

____
Candie Seppala
Senior Executive Assistant

ORDER

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

IN RE: Northerly 22 feet of Lot 2 and Southerly 18 feet of Lot 2, Block 4, FAIRVIEW 2216 4th Avenue East, Hibbing, St. Louis County, Minnesota

TO: St. Louis County on behalf of State of Minnesota
320 West 2nd Street, Suite 302, Duluth, Minnesota 55802

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

The property has been abandoned and is infested with pigeons.

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

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

Dated: ____________, 2025

CITY OF HIBBING

Signed____________________________________
Clerk Candie Seppala

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1. DOC100125

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HIBBING, MN 55746

Bill Phone: (218)262-3486
10

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Invoice Date	Terms	Order No:	Order Date	PO NUMBER	Customer Code	Ship Via
		913511198	09/15/25		9719524	STANDARD

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#/MFR#	Item Price	Amount
1	1		VIZRT TRICASTER MINI X HDMI Salesperson Code: 1Y Regular Price:$7290.00 Instant Savings: -$700.00 Exp. 09/30/25 Your Final Price:$6590.00 *Please Remit: 6,590.00* *PLEASE NOTE: ------------------------------------* ***** Please reference your quote number on all PO's ***** ***** ALL PRICES ARE LISTED IN USD ***** *PLEASE NOTE: B&H will be closed 1pm Monday September 22 - 24 for Rosh Hashana, Wednesday OCtober 1 - Thursday October 2 for Yom Kippur and Monday 1pm October 6th - October 15th for Sukkot.*	VITCMXHDMI (FG-003265-R001)	$6,590.00	$6,590.00

Payment Type	Card/Check Number	Amount

Sub-Total:	$6,590.00
Total Order:	$6,590.00
Total Payment:	$.00
Balance:	USD $6,590.00

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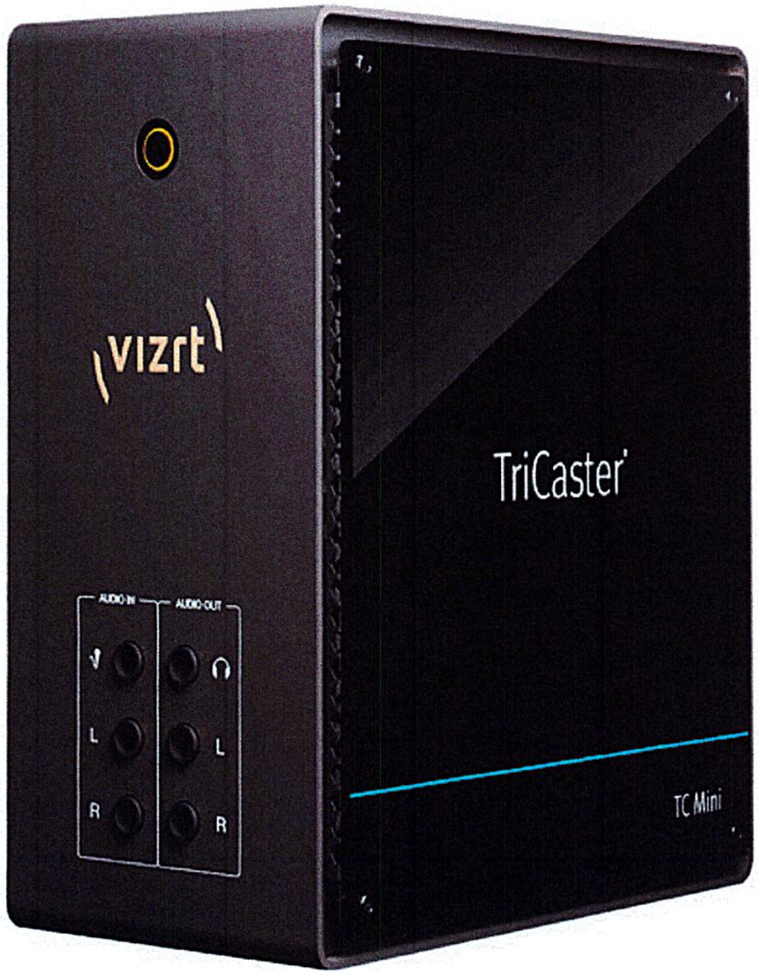

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Key Features

- Simultaneously Broadcast, Stream, Record
- Switch between 4 HDMI or 8 NDI Sources
- 4 x Mini DisplayPort Output
- Up to 4K Resolution Video
- Built-In Full-Featured Control Software
- 1.5 Frame Processing Latency
- Five USB 3.2 Type-A Ports
- Keyboard & Mouse Included

Items Included

Vizrt TriCaster Mini X HDMI

Keyboard

Mouse

4 x Mini DisplayPort to HDMI Adapter

Power Cable

Limited 1-Year Manufacturer Warranty

Vizrt MINI X Overview

*The **NewTek TriCaster Mini X HDMI** is the ultimate live-production tool with multiple HDMI, NDI, mini DisplayPort, and USB connections that support up to 4K video for switching and media playback. The Mini X can add graphics, record, livestream, and perform other network-driven functions simultaneously, along with four HDMI inputs that accept various AV equipment. The Mini X offers four mini DisplayPort outputs, which come with four HDMI adapters for expanded compatibility. Various internal software controls allow for chromakeying, switching, streaming, and more advanced audio and video control, depending on what suits your production.*

HDMI devices connect directly into the Mini X without requiring configuration for seamless integration into your preexisting production layout. Multiple audio ports support both line and microphone inputs as well as line and headphone outputs for improved sound quality and monitoring. Five USB 3.2 Type-A ports can connect the included keyboard and mouse to the system among other USB-friendly devices. A processing latency of just 1.5 frames ensures all of your equipment communicates efficiently.

Features at a Glance

- HD switching, streaming, and recording up to 4K30 video
- Real-time social media publishing
- 4 x HDMI video connections, eight IP video inputs via NDI
- IP video output via NDI and four mix outputs
- Multi-channel recording, audio mixing, and internal storage

- Compatible with major streaming platforms
- Video playback without additional hardware
- Built-in live titling and motion graphics

Live Link

Render web pages directly into the TriCaster and pull any web page elements into a production without third-party applications from graphics, to images, to videos from internal training platforms.

Supported Devices and Programs

- Two simultaneous Skype video call inputs via software integration
- Up to eight simultaneous PTZ cameras via serial and network protocols with integrated controls and preset system
- Four Mix/effect buses supporting video re-entry
- Five media players and 15 media buffers
- Integrated LiveMatte chroma and luma keying technology on all source channels and mix/effect buses
- LiveSet technology with 30+ virtual sets and box effects
- DataLink for real-time automated data input
- Embedded digital audio outputs and inputs through HDMI conversion